



THE PEARL OF TILLAMOOK BAY

# City of Bay City

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PO Box 3309  
Bay City, OR 97107  
Phone (503) 377-2288  
Fax (503) 377-4044  
TDD 7-1-1

**Bay City Council Meeting Agenda  
November 14, 2023, 6:00 pm  
5525 B Street, Bay City  
Ad Montgomery Community Hall**

- A. Call to Order, Pledge of Allegiance, Roll Call
- B. Visitor Propositions (Public Comment on Non-Agenda Items)
- C. Committee, Department, and Staff Reports
  - a. City Manager
  - b. Finance Department
  - c. Fire Department
  - d. Fire Committee Report
  - e. Public Works
  - f. Emergency Preparedness,
    - 1. Next meeting Monday November 20, 2023, 5:30 pm at Ad Montgomery Community Hall
  - g. Planning Department,
    - 1. Next Planning Commission – November 15, 2023, 5:30 pm
  - h. TLT Committee Report
- D. Minutes
  - a. Council Workshop – October 9, 2023
  - b. Regular Council Meeting – October 10, 2023
- E. Treasurers Report
- F. Bills against the City
- G. Unfinished Business
- H. New Business
  - a. TLT Committee recommendations

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



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- b. Approval to sign DEQ Agreement #025-24 for an Overflow Sewer and Stormwater Grant for \$323,200 for the Patterson Creek Culvert Replacement Project
- c. Approval to sign Grant Agreement WPG-D-0010-23 for \$225,000 for Earthquake Isolation Valves with the State of Oregon, Oregon Water Resources Department
- d. Approval to sign an Overhead-Underground Easement for Tillamook People's Utility District to provide electric service to a neighboring property
- e. Resolution 2023-027 adopting a Deferred Improvements Policy
- f. Approval to sell surplus equipment
- I. Mayor's Presentation
- J. Council Presentation
- K. Attorney Presentation

The Council reserves the right to recess to executive session as may be required at any time during these meetings, pursuant to ORS 196.660(1).

To attend via phone Call-in number 518-992-1125, access code 389573

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## City Manager Report – David McCall For October 2023

- North Coast Fire & Rescue District: Significant time and energy was expended in this process. Following the City Council's decision to table participation in a new district, there was still follow-up discussions and meetings. As you have likely heard in press reports, the City of Garibaldi decided to move forward with the district vote with Garibaldi Rural.
- In July we had a discussion about updating the IGA with Garibaldi Fire to reflect changed circumstances. We agreed to return to this discussion in October. At our October meeting, we suggested a pause in the IGA so that Garibaldi could focus on the ballot measure. Following the meeting, Garibaldi decided to terminate the IGA.
- Foundations for the Wayfinding signs were poured at the end of August. Installation of signs is scheduled to begin October 30<sup>th</sup>. This work has begun.
- Working with the BCEV and the TC4 groups.
- Contract regarding firefighters driving ambulance when needed is now with Adventist to see what they say.
- Working with architect on feasibility study and design concepts for a fire station.
- Roy has found a contractor to lay concrete for the new restrooms/showers and the the Hiker/Biker Campground. Concrete pad for lockers was poured, and lockers installed. This will be wrapping up this project's construction phase. Quarterly reports were completed, and reimbursement from OPRD was received. This next quarter will be the final report and close out these grants.
- Discussions with several partners (TEP, ODFW, ODF, TCVA, TBWC, etc.) about plans for Patterson Creek project, both replacing/removing culverts on 7<sup>th</sup> and 8<sup>th</sup> Streets and completion of the whole project. Grant application submitted to OWEB for funding 7<sup>th</sup> & 8<sup>th</sup> Streets phase. Grant application submitted to NOAA for completing the project. I'm also preparing a grant application for the whole completion to the Private Forest Accord Grant Program. These are lengthy applications, but if we're successful, it will have been worth it!
- Continue Mural Wall & Landscaping. Window coverings were installed. Bench donated by Dane Crossley arrived. Flagstone arrived. Now need to complete landscaping including bench to complete this project.
- AIM grant application submitted to fund Firewise Ambassador position and work.
- Working on update to our Continuity of Governance and Continuity of Operations Plans. Should have them ready for Council approve at our December meeting
- Update to Public Contracting Rules should also be ready for approval at our December meeting.





## BAY CITY FIRE AND RESCUE

CHIEF Alan Christensen  
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: [achristensen@ci.bay-city.or.us](mailto:achristensen@ci.bay-city.or.us)  
Phone: (971) 341-1951  
Office: (503) 377-2179

### Fire Department Report – October 2023

**Administratively** – The Fire Department is continuing to strengthen relationships with other fire agencies within the county. Staff are still cleaning, organizing, working through files, polices, and grants. Two permits were signed, and one onsite commercial business was visited for reinspection.

**Volunteers:** October of 2023 found the Fire Department responding to 12 Calls for Service: 11 Medical, one mutual aid (one Structure Fire). Department members completed over 194 hours of training, consisting of both station drills, online training, and specialty classes. Members spent over 35 hours responding to calls for service in the month of October. In addition, department members provided over five hours of public education with Station tours and event coverage. Members spent numerous hours completing projects at the fire department.

We currently have two Full time paid staff, and 22 volunteers. October 31<sup>ST</sup> was the final day that FF – Jessica Motsinger worked as a full-time staff member on the OSFM summertime staffing grant. In the four months Jessica worked as a seasonal Firefighter, Jessica responded to 48 calls for service spanning 38 hours. Additionally, spending over 110 hours training. J. Motsinger shows immense dedication to the fire department. We thank J. Motsinger for all the hard work she has put into the fire department and community.

The IGA with Garibaldi Fire is no longer in operation.

**Operations** – Volunteer fire fighter's pagers were reprogrammed. New turnout gear was put into service. A training site has been created at the city shop, two cars are staged and ready for extrication training. Asst. Chief Bentley installed a new alternator in Brush 41. With the cancelation of the merger and IGA, the F150 was washed, vacuumed, and returned to Garibaldi along with multiple radios and pagers. This prompted us to purchase five radios for safety during fire ground operations. The radios have been purchased, programed and are in service. We are still waiting for the results of a federal grant to assist with replacing the rest of the old radios. The winch bumper and winch have been installed on 4192 which concludes the build process.

The Bay City Fire Chief provided 227 hours of Employment, 351 hours of Duty Officer Coverage and Response. An additional three hours was spent assisting Averill with car extrication class set up for Fire Fighter two Academy at the Port of Tillamook.

  
Alan Christensen, Interim Fire Chief

## Water

- The contractor for Well 3 site improvements has begun onsite work. They have built the road around the wells to allow the chemical delivery semi truck to turn around easier. The slab for the new entry to the water building, and the slab where the chlorine tank will sit has been prepped but not poured yet. The drains for the clay valve have been installed (the clay valves allow the first roughly 30 seconds of water to purge from the system before the water is pumped to town on each well start up).
- The water line has been placed across 4<sup>th</sup> Street at the new duplexes near the landing.
- The first delivery of parts has arrived as the City converts from Iron Pipe Size fittings (IPS) to Copper Pipe Size (CPS) fittings for services. Bay City has always used IPS fittings, of the roughly 100 plus municipalities in Oregon, only a couple still use IPS fittings, they are harder to get, and very little stocking of parts exist. Much like Beta was overtaken by VHS in the video tape industry, CPS fittings has over taken IPS fittings and we find ourselves in a place where we have to switch to get parts. We will keep the inventory of parts we have for repairs to existing services.
- Roughly 20 water meters were installed in the last month. About 120 meters are left to complete the Kamstrup radio read upgrade across town.
- A broken water main on Baseline was repaired
- A broken water lateral was repaired on Seattle Street

## Wastewater

- Work at the new sewer lift station is awaiting the control panel to arrive. Last I heard was middle of December was the anticipated ETA. Supply chain for products continue to be an issue.
- November was ushered in with some rain. The first 6 days was almost 4.5 inches of rain. The treatment plant which normally does just short of 100,000 gallons a day in the summer, had right at 1,000,000 gallons a day going thru the plant. No overflows, Donny continues to do a great job keeping the set points adjusted for the current flows.
- It appears from motor starts and run time, about 24,000 gallons of sewer was diverted to the ponds. This process of pumping the flows the treatment plant cannot handle at the peak of flows in the past was to manually install a pump and pump the waters, the new screens at the headworks has an overflow to a manhole with a pump connected to float switches, and automatically diverts to the ponds when flows get high. 16 starts in November and 24 minutes of run time at roughly 1000 gallons a minute occurred, with nobody at the facility over the weekend. Automation is a very good thing when the plant is not manned 24/7.

## Parks

- Concrete sidewalks should be poured around the bathroom showers by the time City Council convenes. Contractors schedules and weather have hindered getting this work completed.
- The bike kiosk has been installed at the campground.
- Very little graffiti has occurred in the last month.

## Other

- A culvert was replaced on 11<sup>th</sup> Street near Main Street.
- Several streets were mowed where vegetation was becoming an issue
- PUD wants to run power from the existing pole at the Wells across City property to the Kilchis Logging Road, which they are requesting an easement. Then the power will continue down the logging road to another private property and the existing rock crushing plant about ½ mile downstream of the wells. For this easement PUD offers \$1 compensation.
- I am trying to get power to the reservoirs to turn the isolation valves should an earthquake occur. PUD quoted the following:

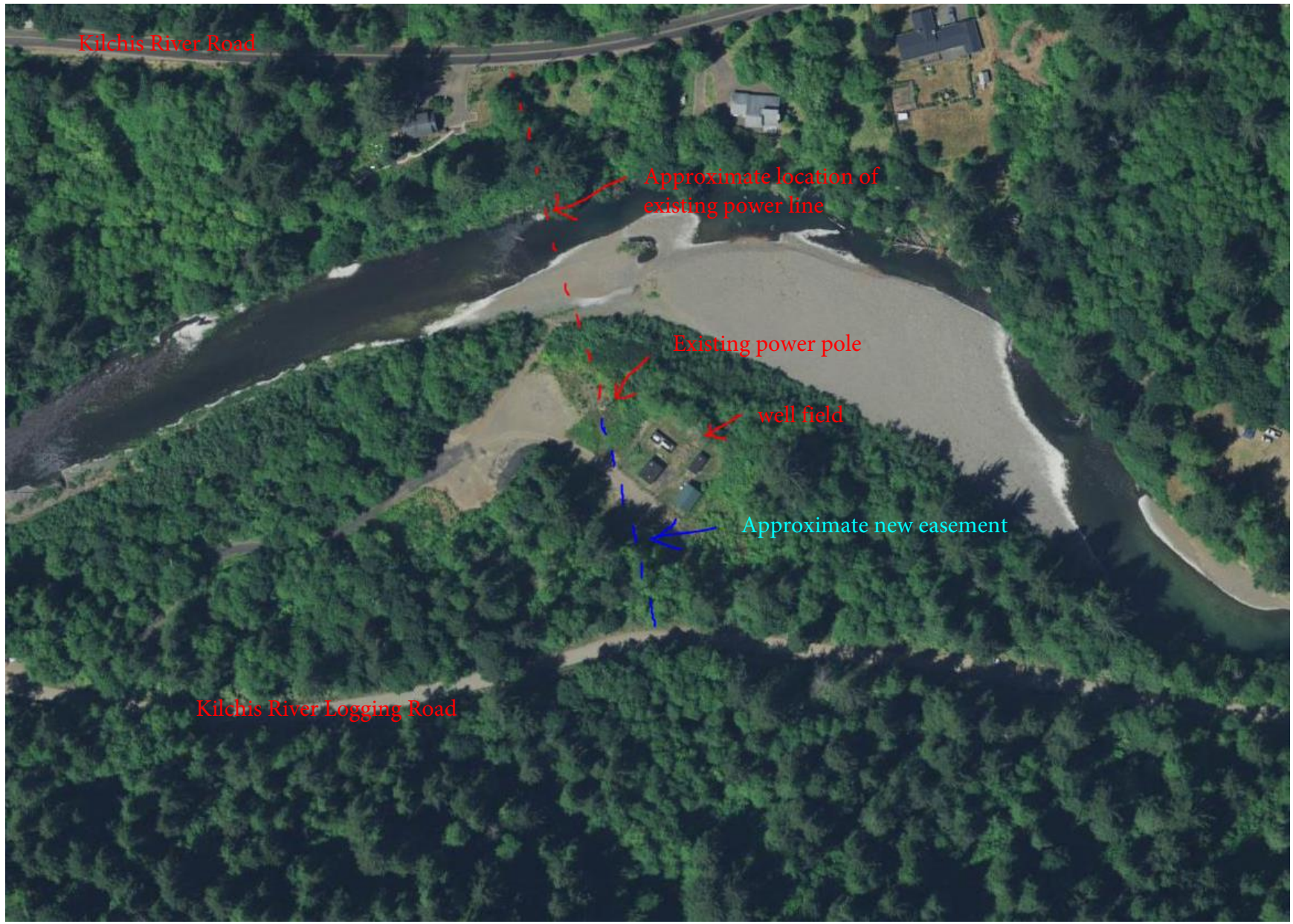
**Patterson Creek Reservoir** - \$31,270.50 for PUD's portion of running power to Patterson Creek Reservoir, The City still needs to install 2070 feet of 3 inch conduit, two E-11 vault, a 200 amp meter pedestal. The City is required to provide and install all vaults, meter bases, conduit trenching, bedding, beyond the PUD quote.

**Baseline Reservoir** - \$12,376.08 for their portion of running power to Baseline Reservoir, The City needs to install 730 feet of 2 inch conduit, one E-11 vault and a 200 amp meter base. The City needs to provide and install all vaults, meter bases, conduit, trenching bedding and backfill beyond the PUD quote.

**Juno Hill Reservoir** - \$? PUD did not quote the work. We need to contact the existing property owner for authorization before the power would be reconnected and quoted.

Juno Hill is a short simple run from an existing transformer on a pole close to the reservoir. I would like to exchange power to Juno Hill Reservoir from the nearby power pole in exchange for the Well easement as opposed to the \$1 offer if that could be agreed upon by PUD. Juno Hill Reservoir sits on an easement from the owner of the property where the existing power pole is located. We may need another 100 x 100 foot easement from the same property owner for another 500,000 gallon reservoir. David McCall has spoken with the property owner and it appears the property owner is not unopposed to the additional easement for the reservoir.

There is a potential option the isolation valves at Patterson Creek and Baseline Reservoirs could be operated from a battery bank and solar panels. Though land power from PUD is less maintenance and easier. My investigation continues with this solar as an option.



Kilchis River Road

Approximate location of existing power line

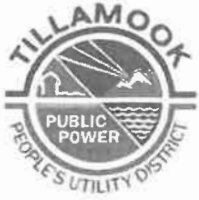
Existing power pole

well field

Approximate new easement

Kilchis River Logging Road





# Tillamook People's Utility District

**Directors**  
David L. Burt  
Valerie S. Folkema  
Harry E. Hewitt  
Douglas S. Olson  
Barbara A. Trout

*A Customer-Owned Electric Utility*

Office: 503.842.2535 • Toll-free: 800.422.2535 • Fax: 503.842.4161

[www.tpud.org](http://www.tpud.org)

October 12, 2023

Todd Simmons  
GENERAL MANAGER

City of Bay City  
Attn: Roy Markee  
PO Box 3309  
Bay City, OR 97107

RE: Non-Firm Estimate for Electrical Service  
Work Order No. 179619  
Property Located at 6600 Pennsylvania St, Bay City

Dear Roy:

I have prepared a **non-firm** cost estimate to serve the above-mentioned property with 200 amp underground electrical service.

This job will require the installation of 2,070 feet of 3-inch schedule 40 PVC conduit, two E-11 vaults and associated lids, and a 200-amp meter pedestal. It is the consumer's responsibility to provide and install all vaults, meterbase, conduit, in accordance with TPUD standards as published in our *Customer Guide to Electrical Services Requirements* booklet and may be viewed on our website ([www.tpud.org](http://www.tpud.org)).

**Contact the Engineering Department BEFORE beginning any trenching, installation or construction, including the electric meter base.**

The **non-firm** estimated cost of construction for TPUD-supplied electrical facilities is \$31,270.50. **This amount will need to be recalculated upon final design. DO NOT PAY THIS AMOUNT.**

The District shall not be bound by oral agreements or discussions that occur prior to the effective date of this letter. This estimate is based upon assumptions that the District developed from information provided by the customer. If the District determines, in its discretion, that these assumptions or information have changed, the District shall reserve the right to modify the plan of service and the cost estimate.

You are required to notify Tillamook PUD-Engineering if load requirements at this service location change significantly. Tillamook PUD conducts routine inspections and monitoring; if load measurements consistently exceed PUD equipment ratings, you will be contacted and could be responsible for the cost of any damages and/or upgrades deemed necessary to ensure the safety and protection of utility equipment and personnel.

If you have any questions regarding this job, please call me at the number listed below.

Sincerely,

TILLAMOOK PEOPLE'S UTILITY DISTRICT

James Aman  
Senior Engineer  
503-815-8629

JA:jma



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October 12, 2023

Todd Simmons  
GENERAL MANAGER

City of Bay City  
Attn: Roy Markee  
PO Box 3309  
Bay City, OR 97107

RE: Non-firm Estimate for Electrical Service  
Work Order No. 163703  
Property Located at Walz Hill RD, Bay City

Dear Roy:

I have prepared a **non-firm** cost estimate to serve the above-mentioned property with up to 730 feet of 200 AMP underground electrical service.

This job will require the installation of 730 feet of 2-inch Schedule 40 PVC conduit, one E-11 vault, and a 200-amp meter pedestal. It is the consumer's responsibility to provide and install all vaults, meter bases, conduit, trenching, bedding, and back fill in accordance with TPUD standards as published in our *Customer Guide to Electrical Services Requirements* booklet and may be viewed on our website ([www.tpud.org](http://www.tpud.org)).

**Contact the Engineering Department BEFORE beginning any trenching, installation or construction, including the electric meter base.**

The **non-firm** estimated cost of construction for TPUD-supplied electrical facilities is \$12,376.08. **This amount will need to be recalculated upon final design. DO NOT PAY THIS AMOUNT.**

The District shall not be bound by oral agreements or discussions that occur prior to the effective date of this letter. This estimate is based upon assumptions that the District developed from information provided by the customer. If the District determines, in its discretion, that these assumptions or information have changed, the District shall reserve the right to modify the plan of service and the cost estimate.

You are required to notify Tillamook PUD-Engineering if load requirements at this service location change significantly. Tillamook PUD conducts routine inspections and monitoring; if load measurements consistently exceed PUD equipment ratings, you will be contacted and could be responsible for the cost of any damages and/or upgrades deemed necessary to ensure the safety and protection of utility equipment and personnel.

If you have any questions regarding this job, please call me at the number listed below.

Sincerely,

TILLAMOOK PEOPLE'S UTILITY DISTRICT

  
James Aman  
Senior Engineer  
503-815-8629

JAjma



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Todd Simmons  
GENERAL MANAGER

October 12, 2023

City of Bay City  
Attn: Ray Markee  
PO Box 3309  
Bay City, OR 97107

RE: Request for Electrical Service  
Work Order No. 179620  
Property Located at 15 9 18BB 200, End of Ellen RD, Tillamook

Dear Ray;

Tillamook PUD has verified that electrical service was previously installed at the above-mentioned location, disconnected in 2004 and is currently inactive. The location of the existing meter base is near TPUD pole # 2 01 09 18 2801.

TPUD recommends that you contact the property owner of tax lot 200 to obtain authorization before proceeding with any electrical work or reconnecting service for the water reservoir. I talked with the property owner by phone this morning, and he stated that he does not have any future plans for the inactive service.

The existing meter base will need to be inspected and green-tagged by the State Electrical Inspector before you contact TPUD for reconnection of the service.

If you have any questions, please contact me at the number below.

Sincerely,

TILLAMOOK PEOPLE'S UTILITY DISTRICT

James Aman  
Senior Engineer  
503-815-8629

JA:jma

Future New entry to water building (doors not installed yet)



Road base around wells



Bike Kiosk slab



Placing anchor bolts in Bike Kiosk slab for lockers to fit upon



Partially installed Fire Hydrant on 7<sup>th</sup> Street





# Oregon

Tina Kotek, Governor

Department of Transportation  
Statewide Investments Section  
355 Capitol ST NE, MS 21  
Salem, Oregon, 97301-4178  
Phone: (503) 986-4453

October 12, 2023

Roy Markee, Public Works Director  
City of Bay City  
PO Box 3309  
Bay City, OR 97107

Subject: 2024 Small City Allotment Program Awards Announcement

Dear Roy,

In accordance with ORS 366.805 and the recommendation of the Small City Allotment Advisory Committee, I am pleased to announce that the project submitted by the City of Bay City was one of 23 selected to be funded. ODOT received 69 applications requesting a total of over \$16.3 million, though available funds were limited to \$5.7 million.

The SCA award amount for your project is \$152,903.

The next steps will be for ODOT to develop the grant agreement, submit it to the Department of Justice for review and upon approval it will be presented to the City for review and signature.

It is our recommendation that you familiarize yourself with the program rules by reading the [Guidelines for Grantees](#) document.

Please be advised that only expenses incurred after Notice to Proceed has been issued will be eligible for reimbursement.

Your participation in the program is appreciated and we look forward to seeing your completed project. If you have questions regarding the SCA program, please contact me at (503) 602-0494 or [deanna.edgar@odot.oregon.gov](mailto:deanna.edgar@odot.oregon.gov).

Sincerely,

*Deanna Edgar*

Deanna Edgar  
Small City Allotment Program Manager  
Encl: 2024 Small City Allotment Awards by City  
Cc: Shelly White-Robinson, Project Manager



Bay City Emergency Volunteers  
Report to City Council  
November 2023

The shakeout event was fantastic. We had 450 plus people go to their evacuation assembly area. The number increases as we find out more. Private businesses and public agencies participated. There are some significant achievements. Nedonna was able to work with NHN H S and 10 students came to help Nedonna senior citizens evacuate. In PC, the Headlands conducted a full drill. There were a lot of participation other than going to assembly areas and we keep learning about them.

In Bay City, there were more than a dozen who went to their assembly area. The city and FD had an event. One city employee timed how long it would take to get to the High Street assembly area, simulating earthquake damage. Bay City is a bedroom community and a lot of people were working.

We conducted the first ever county wide radio communications test for GMRS (Yellow Radios) and Hams, then as part of the event simulated reports via radio to the County Emergency Operations Center. This was very successful and identified holes to fill.

Bay City appears to be a critical communications hub. Our hams can communicate to the valley better than any other location. BCEV needs to consider this in moving ahead. The city, FD and BCEV may want to consider investments in communications: GMRS, Ham, and Starlink/internet.

The container is finished. We are awaiting a work day to move more expensive items from the shed into the more secure container.

The container is set up with power and the ability to run off of a small generator. The back 1/3 is wired for power and can serve as an emergency command post for the city, FD and BCEV. It will need to be outfitted with folding tables, chairs, and communications equipment. It also needs storage shelving to store emergency items such as shelters, food, and other items to help with a large number of tourists trapped on the coast.

BCEV is working on a plan to staff the city hall in power outages. BCEV is also working on developing/expanding the neighborhood captain program.

**Next Meeting Monday November 20, 2023, at 5:30**

Submitted by:  
Don Backman  
President, BCEV & TC4





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## **BAY CITY PLANNING DEPARTMENT MONTHLY REPORT** **FOR OCTOBER 2023**

### **1. Zoning Permit (1)**

- a. Dry-rot Replacement – 6755 McCoy

### **2. Inspections (2)**

- a. Final Inspection – 9640 11<sup>th</sup> Street;
- b. Setback Inspection – 5635/5645 A Street (5<sup>th</sup> and A);

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

- Code Changes (12 inquiries);
- Development Requirements for Lot 11 Bay Ridge (8 inquiries);
- Setbacks and Building Envelopes in Bay Ridge Subdivision for 5200 Bay Circle (5 inquiries);
- Development Requirements for property at 16th and Sunnyside (4 inquiries);
- Neighbor complaint at 18<sup>th</sup> Street (3 correspondence);
- Driveway Relocation for property at Portland and 7th (3 inquiries);
- Paving Road and sign-off at 9640 11th (3 correspondence);
- SDC Fees, Replat and Development Requirements for property at Clam Street (2 inquiries);
- Development Requirements for property at 7300 Seventh Street (2 inquiries);
- Development Requirements for properties on 8th and Ocean/Pacific (2 inquiries);
- Records Request for property at 8140 Bewley Street (2 inquiries);
- Development Requirements and Deck Installation for 6290 E Street (2 inquiries);
- SDC Payments Develop and Permits for property in Bay Ridge Subdivision Lot 55 (2 inquiries);
- Development Requirements and Replat for property at 3rd and Main (2 inquiries);
- DLCDA Grant application (2 inquiries);
- Tiny house development at property on McCoy (2 inquiries);
- Development Requirement for property at 13th and Portland;
- Violation Mitigation – RV 5490 High Street;
- LUCS 2nd and B Street;
- Development for property at 6755 Tillamook;
- Development Requirements for property at 6th and A;
- RV Placement on property at 6th and B;
- Development Requirements in City;
- Development Requirements for property at 5875 A Street;
- Sewer Location in City;
- Development Requirements for property at 3rd and Main;
- Development Requirements for property at 6235 Portland Avenue;
- TGM Code Update Issues;
- Deed Review Tillamook County;
- Tree Removal/Property Line Location and Fence Installation 7800 19<sup>th</sup>;
- Development at 6975 Seattle;
- Development Requirements at 6330 Seattle;
- Shed/garage placement at 6575 Wood;
- RV dump station questions;
- Vacation Rental at 6000 D Street;
- Development Requirements at 12th and Tillamook;
- DLCDA Grant discussion/review.

#### **4. Meetings involving Planning Department**

- October 2<sup>nd</sup> – Technical Assistance Grant Project Meeting Session;
- October 5<sup>th</sup> – Biweekly LOC/OCPDA Housing Development Policy Coord. Meeting;
- October 5<sup>th</sup> – Housing Commission Meeting,
- October 16<sup>th</sup> – Tillamook County Coordinated Houselessness Collaborative Meeting,
- October 17<sup>th</sup> – Pre-Application Meeting for new Habitat Homes on 8<sup>th</sup>,
- October 19<sup>th</sup> – Biweekly LOC/OCPDA Housing Development Policy Coord. Meeting;
- October 23<sup>th</sup> – Meeting with Tillamook County Housing Coordinator and the Mullners’;
- October 25<sup>th</sup> – Meeting with Jorge Zelaya - regarding Access to/from High Street for Bay Ridge Lot 11;
- October 26<sup>th</sup> – Meeting with Baertlein’s – regarding 11<sup>th</sup> Street Improvement Agreement;
- October 30<sup>th</sup> – Housing Commission Development Committee Meeting;
- October 30<sup>th</sup> – Meeting with Laura Buhl, DLCD, to review TGM Code Changes, Edits and PC prep.

#### **5. Counterwork**

- Permitting, Land Use and public facility questions at counter (11);
- Permit submittals at counter (1 Zoning Permit);
- Water Bill payment drop-offs +

## **TLT supplemental report**

In the last few years, the TLT committee has reviewed, discussed and made recommendations on almost \$200,000 in grant funding that has been approved by City Council.

This money has gone into the community to enhance emergency preparedness, upgrade our parks, beautify our city, and support arts and culture. In addition to encouraging tourism, the TLT committee believes these TLT grants have had a positive impact for our residents as well.

The TLT committee looks forward to continuing our role in supporting City Council through the grant approval process.

The committee is currently looking at our guidelines in the grant application with the intention of possible changes towards simplification, increased clarity of the application and their processing, for both the TLT committee and the applicants. We hope to have some draft guidelines for City Council in the coming months.

The TLT committee wishes to acknowledge Kathleen Baker, our City Council liaison, for her participation in the committee's review process. Her willingness to offer perspective and insight on the varied types of grants we receive helps ensure the grants are making the best use of TLT funds.

A special thanks to Debbie Pohs, our committee secretary. From receiving the initial grant and making sure it is complete as well as understandable, to assisting with the necessary communications with grantees concerning questions, additional information and documentation through phone calls and email. The TLT committee, as of late, has been receiving requests for larger amounts of funds with spending in many places. To ensure transparency and proper use of the TLT funds, Debbie has been instrumental in helping the committee track their use and maintain the high standards that the city would expect.

### **Where the Grants stand today.**

We have recently received final reports, from these we have been able to close out four of the grants.

- 1) Tillamook Tennis (\$4,896.00) Pickleball Court. \$208 in unused funds was returned as requested.
- 2) City of Bay City(\$15,000.00) Hiker-biker
- 3) BCEV (\$12,528.00) Watt Family Park storage container
- 4) Bay City Volunteer Firefighter Assoc. (\$44,250.00) Vehicle Extrication Tools

1) We have received final reports from the two grants (7,800.00 music & sound)(\$7,500.00 advertising and promotion) the Oyster Club submitted for the Pearl Festival.

These grants have been reviewed and an email requesting additional information and documentation has been sent. As of this report we have not received a response.

2) City Hall Mural and Landscaping grant for the City of Bay City, (\$14,775.00) we are awaiting a 6 month report on this project.

3) Expansion of Art Workshop, Hope Montgomery BCAC (\$17,120.00) Grantee was requested to return \$3,510.95 in unused funds, and provide documentation for all expenses (\$5,049.05), payroll (\$6060.00) and supporting documentation for volunteer hours match. (232 hours reported, valued at \$5,040.00) We have yet to receive any documentation as of this report.

4) Upon review of previous grants for compliance, it was discovered that the return of \$1,394 in unused TLT funds had not been made as requested. The grant was for "KAYN Radio Station Improvements and Outreach" (4/2021) by the BCAC, Their final report was given to the committee on (3/2022.)

A reminder was sent out on September, as of this report we have not received the funds or reply.

5) Reviewing a grant for \$11,280 for "Performing Arts Project" for the BCAC (4/2022 ) had unused funds listed on their final report of \$3,880. (11/2022) It was requested these unused funds be returned to the TLT fund per guidelines. As of this report we have not received any funds or correspondence.

6) The TLT committee received a final report (10/2023) for "The Community Theater Project" from Dana Reynolds of the BCAC. After several communications involving Dana, TLT & Debbie, we were able to get enough supporting documents that we could satisfy the proper use of funds excluding the item in question below.

TLT requested the return of \$1,000.00 listed in the budget for "BCAC building costs". This request for return of funds was based on a previous ruling that City Council made on the grant "Expansion of Art Workshop" (\$17,120.00 on 6/2022) by Hope Montgomery for the BCAC. Where an identical budget item was listed for \$2,500.00 but was denied that line item funding, as City Council had considered it to be "a normal cost of doing business, including operating expenses for the business or non-profit", as stated in the grant application guidelines.

The grantee believes this \$1,000 to be a justified expense. TLT committee is looking to have City Council arbitrate this decision. The TLT committee was supplied with a receipt for \$785.45 for fuel oil delivery on 10/30/2022.

Respectfully submitted

Greg Sweeney  
TLT committee chairperson

## **BAY CITY COUNCIL WORKSHOP**

October 9, 2023

5:30 P.M.

Members Present: Interim Mayor Kathy Baker, Councilor Tom Imhoff, Councilor Jason Hovey, Councilor Melissa Rondeau, Councilor Anthony Boatman.

Staff Present: City Manager David McCall, City Recorder Lindsey Gann, Interim Fire Chief Alan Christensen.

- A.** Call to Order, Pledge of Allegiance, Roll Call
- B.** PUBLIC HEARING: ORDINANCE 703, An Ordinance granting an exclusive franchise agreement and contract approval to the Tillamook People’s Utility District for the right to provide electrical service within the City of Bay City and to utilize the public right-of-ways for said purpose and declaring an emergency.  
  
The second public hearing will be held at the council meeting on 10/10/2023.
- C.** Visitor Propositions (Public Comment on Non-Agenda Items)
- D.** Committee, Department, and Staff Reports
  - a.** City Manager – City Manager McCall presented the report – a copy of the report is in the packet. Manager McCall informed the council that Tillamook Fire has requested to cancel their IGA with Bay City Fire, which has been in place since 1984, due to financial reasons. Manager McCall is seeking approval from the council to continue the IGA with a waiver of the annual fee through 12/2024 at which time it will be reassessed. Chief Christensen clarified that the IGA is for medical calls only, fire response calls are automatically a dual response.
  - b.** Finance Department – No Report
  - c.** Fire Department – Chief Christensen presented the report, copy of the report is in the packet.
  - d.** Fire Committee Report
  - e.** Public Works – City Manager McCall presented the report, a copy of the report is in the packet.
  - f.** Emergency Preparedness,
    - i.** Next meeting Monday October 16, 2023, 5:30 pm at Ad Montgomery Community Hall
    - ii.** Great Shake-out Event October 19, 2023, 10:19 am

City Manager McCall presented the report, a copy of the report is in the packet.

Interim Mayor Baker announced that the ham radio operators performed a practice radio operation and are looking for volunteers that would like to get their ham radio license.

Reminder of the great shake out on 10/19 @ 10:19am

**g. Planning Department,**

1. Next Planning Commission – October 18, 2023, 5:30 pm
2. Letter of Support for a 2023-25 Technical Assistance Grant from the Department of Land Conservation and Development

City Manager McCall presented the report, a copy of the report is in the packet. Code updates are in the final draft form and ready for the public hearings. The first public hearing will be at the planning commission meeting in November and the second hearing will be at the December Council Meeting.

Manager McCall stated that planner Mattison applied for a UGB grant to have a feasibility study done regarding annexing in the UGB, study on infrastructure and expense associated with annex.

Resident Austin Cherry addressed the council with concerns regarding the costs that may be incurred by residents in the UGB if the UGB is annexed into the city. He is in opposition to the proposed annex. City Manager McCall explained that the grant is for a feasibility study only, so that the city will know what costs might be associated with an annex and can then inform citizens.

**E. Minutes**

- a. Council Workshop – September 11, 2023
- b. Regular Council Meeting – September 12, 2023
- c. Joint City Council Workshop – September 25, 2023

No questions or comments

**F. Treasurers Report**

**G. Bills against the City**

**H. Unfinished Business**

## I. New Business

- a. Resolution 2023-020 Adopting a Firewise Action Plan for the City of Bay City

Special thanks to Gary and Hilde Frey for their continued support and work on the Firewise program. No additional questions, or comments.

- b. Resolution 2023-021 Establishing an RV Dump Fee – No questions or comments.

- c. Resolution 2023-022 Adopting a Fleet Policy for the City of Bay City  
No questions or comments.

- d. Resolution 2023-023 Approving the City's participation in the Oregon Savings Growth Plan (OSGP)

Interim Mayor Baker stated the OSGP is a good plan to participate in.

Resident Greg Sweeney asked if the participant funds are pretax or after tax. Informed that they would be pretax.

- e. Resolution 2023-024 a Petition to the Tillamook County Board of Commissioners requesting Board Action to Initiate the Formation of the North Coast Fire & Rescue District

City Manager McCall presented the proposed petition. Manager McCall stated he finally received tax information from the City of Garibaldi, this was not available at the joint council meeting in September. Numbers do not match what was discussed by the council in the joint council meeting.

- f. Memorandum of Agreement concerning City assets following the formation of the North Coast Fire & Rescue District.

City Manager McCall presented the proposed MOA. Advised by attorney that changes would need to be made to item #6, cannot use public funds to fund another entity. The attorney suggested leaving employees of the proposed district employed by the Cities and then contract with the new district. This would allow the cities to cover funds needed for the employees and would allow for the grace period between the approval of the new fire district and the allocation of funds from taxes.

Volunteer Firefighters addressed the council in opposition to forming a new Fire District. Volunteers stated they were not ready to move forward with forming a new district.

Interim Mayor Baker stated that she felt more discussion was needed and addressed the letter from Councilor Josi stating he was not in support of forming a new district at this time. Mayor Baker stated that in the past she has not been in favor of forming a new district because, at the time, Bay City was amid a transitional period and was not ready to form a district. Believes that at this time, Garibaldi is in a transitional period that needs to be resolved before moving forward with the

formation. Mayor Baker stated she fully believes in the need for a new Fire District but does not feel this is the right time.

Councilor Imhoff agreed with both Mayor Baker and Councilor Josi's statements and recommended postponing the formation for two years to allow Garibaldi to resolve their inhouse issues.

Councilor Hovey agreed and stated that the formation of a new Fire District is a good idea, but not at this time. If the volunteers are not in favor of the formation, then the council needs to listen to them.

Councilor Rondeau stated that she has heard a lot of negativities from residents about the idea of forming a new fire district. Does not feel that this is the right time to create a new tax due to the current economy. Stated she is in support of the formation, but not at this time.

Councilor Boatman agreed with the other council members and stated he feels that priority should be made to relocate the current fire department and city hall to remove them from the inundation zone before moving forward with the formation of a new district. Agrees that the formation of a new fire district is needed, but now is not the right time.

- g. Resolution 2023-025 Recognizing unanticipated revenues for the City of Bay City and making appropriations.

No questions or comments.

- J. Mayor's Presentation
- K. Council Presentation
- L. Attorney Presentation

Meeting adjourned at 6:41PM

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Kathy Baker, Interim Mayor

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Lindsey Gann, City Recorder



## **BAY CITY COUNCIL MEETING**

10/10/2023

6:00 P.M.

Members Present: Interim Mayor Kathy Baker, Councilor Tom Imhoff, Councilor Melissa Rondeau, Councilor Tim Josi, Councilor Jason Hovey, Councilor Anthony Boatman.

Staff Present: City Manager David McCall, Interim Fire Chief Alan Christensen, and City Recorder Lindsey Gann.

- A. Call to Order, Pledge of Allegiance, Roll Call
- B. PUBLIC HEARING: ORDINANCE 703, An Ordinance granting an exclusive franchise agreement and contract approval to the Tillamook People's Utility District for the right to provide electrical service within the City of Bay City and to utilize the public right-of-ways for said purpose and declaring an emergency.

Interim Mayor Baker opened the public hearing at 6:02pm

City Manager McCall presented ordinance 703 with a brief explanation and confirmed this is the second hearing for ordinance 703.

Public Comments opened at 6:03pm

Public hearing closed at 6:05pm

Motion by Councilor Hovey to approve the second reading of ordinance 703 by title only, seconded by Councilor Rondeau

### **Motion passes 6-0**

City recorder Gann gave the reading of Ordinance 703

Motion to adopt ordinance 703 by Councilor Rondeau, seconded by Councilor Boatman.

City Recorder Gann called roll for the vote.

### **Motion passes 6-0**

- C. Visitor Propositions (Public Comment on Non-Agenda Items)

Citizen addressed the council with concerns over paving requirements under the building ordinance. Stated they are concerned about information received regarding the purchase of property on A street and the need to build a road if they build on the property. City Manager McCall explained that the citizens would need to speak with the City Planner and Public Works Director for clearer information.

Resident Helen Wright presented a signed poster from the Pearl Festival for the council.

- D. Committee, Department, and Staff Reports

- a. City Manager - City Manager McCall presented the report – a copy of the report is in the packet. Manager McCall informed the council that Tillamook Fire has requested to cancel their IGA with Bay City Fire, which has been in place since 1984, due to financial reasons. Manager McCall is seeking

approval from the council to continue the IGA with a waiver of the annual fee through 12/2024 at which time it will be reassessed. Looking for approval to move forward from council.

Motion for approval from Councilor Hovey, Seconded by Councilor Boatman

**Motion passes 6-0**

City Manager McCall informed the council that the codification of ordinances is now complete and needs to be approved by an ordinance. Requesting approval from council to schedule the first public hearing for the November council meeting. Consensus from council to have the first public hearing in November.

City Manager McCall informed the council that the paperwork for the public dedication of Baseline is being sent to the city, requesting authorization from the Council for interim Mayor Baker to sign the paperwork once received. Consensus by the council to allow the mayor to sign once the paperwork is received.

- b. Finance Department – No report
- c. Fire Department- No questions or comments, copy of report is in the packet.
- d. Fire Committee Report
- e. Public Works – No questions or comments, copy of report is in the packet.
- f. Emergency Preparedness,
  - 1. Next meeting Monday October 16, 2023, 5:30 pm at Ad Montgomery Community Hall
  - 2. Great Shake-out Event October 19, 2023, 10:19 am
- g. Planning Department
  - 1. Next Planning Commission – October 18, 2023, 5:30 pm
  - 2. Letter of Support for a 2023-25 Technical Assistance Grant from the Department of Land Conservation and DevelopmentMotion by Councilor Imhoff to approve submission of the support letter for the Technical Assistance Grant, seconded by Councilor Rondeau.

**Motion passes 6-0**

City Manager McCall presented the planning report, a copy of the report is in the packet. Code updates are in the final draft form and ready for the public hearings. The first public hearing will be at the planning commission meeting in November and the second hearing will be at the December Council Meeting.

**E. Minutes**

- a. Council Workshop – September 11, 2023
- b. Regular Council Meeting – September 12, 2023
- c. Joint City Council Workshop – September 25, 2023

Motion to approve minutes by councilor Hovey, seconded by councilor Rondeau.

**Motion passes 6-0**

F. Treasurers Report

G. Bills against the City

Motion to approve bills by councilor Boatman, seconded by councilor Rondeau.

**Motion passes 6-0**

H. Unfinished Business

I. New Business

a. Resolution 2023-020 Adopting a Firewise Action Plan for the City of Bay City

City Manager McCall presented resolution 2023-020.

Motion to approve by councilor Hovey, seconded by councilor Boatman.

**Motion passes 6-0**

b. Resolution 2023-021 Establishing an RV Dump Fee

City Manager McCall presented resolution 2023-021.

Motion to approve by councilor Baker, seconded by councilor Hovey.

**Motion passes 6-0**

c. Resolution 2023-022 Adopting a Fleet Policy for the City of Bay City

d. City Manager McCall presented resolution 2023-022.

Motion to approve by councilor Rondeau, seconded by councilor Boatman.

**Motion passes 6-0**

e. Resolution 2023-023 Approving the City's participation in the Oregon Savings Growth Plan (OSGP)

City Manager McCall presented resolution 2023-023.

Motion to approve by councilor Hovey, seconded by councilor Imhoff.

**Motion passes 6-0**

f. Resolution 2023-024 a Petition to the Tillamook County Board of Commissioners requesting Board Action to Initiate the Formation of the North Coast Fire & Rescue District

City Manager McCall presented resolution 2023-024, discussion was held by the council.

Interim Mayor Baker stated she's hesitant to move forward with the district due to the current transitional situation in Garibaldi and the Bay City Fire Department is working well under current leadership. Feels the need to table this proposal until a future date.

Councilor Boatman agrees and feels it would be difficult to sell a tax increase to the residents at this time, under current conditions.

Councilor Rondeau agrees and is in favor of tabling the proposal until a future time.

Councilor Imhoff agrees and feels research needs to be continued by proposal needs to be tabled until a future time.

Councilor Josi stated that conceptually the Fire District is a good thing but does not believe that the additional tax increase would pass at this time.

Motion by Councilor Imhoff to table the formation of a district and the MOA until a future time, seconded by Councilor Hovey.

**Motion passes 6-0**

- g. Memorandum of Agreement concerning City assets following the formation of the North Coast Fire & Rescue District
- h. Resolution 2023-025 Recognizing unanticipated revenues for the City of Bay City and making appropriations.

City Manager McCall presented resolution 2023-025.

Motion to approve by councilor Hovey, seconded by councilor Imhoff.

**Motion passes 6-0**

- J. Mayor's Presentation
- K. Council Presentation
- L. Attorney Presentation

Adjourned at 7:15pm

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Kathy Baker, Interim Mayor

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Lindsey Gann, City Recorder

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
 Revised Budget  
 For General Fund (100)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Non-Departmental Revenues</b>					
100-00-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 249,337.00	\$ 0.00	\$ 249,337.00
100-00-4010 Property Taxes - Prior Years	0.00	0.00	7,000.00	0.00	7,000.00
100-00-4105 Liquor Tax	0.00	1,431.39	30,800.00	9,607.97	21,192.03
100-00-4110 Cigarette Tax	0.00	0.00	1,150.00	382.48	767.52
100-00-4205 Licenses	0.00	200.00	2,500.00	200.00	2,300.00
100-00-4210 Dog Licenses/Fines	0.00	5.00	150.00	20.00	130.00
100-00-4305 Franchise Fees	0.00	2,689.12	45,000.00	15,009.73	29,990.27
100-00-4510 State Revenue Sharing	0.00	0.00	20,000.00	4,603.14	15,396.86
100-00-4605 Hall Rental	0.00	50.00	1,000.00	400.00	600.00
100-00-4650 Transient Lodging Tax	0.00	8,419.70	30,000.00	16,598.24	13,401.76
100-00-4800 Miscellaneous	0.00	232,569.35	32,303.00	232,677.51	(200,374.51)
100-00-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	2,000.00
100-00-4990 Beginning Fund Balance	0.00	0.00	115,000.00	0.00	115,000.00
<b>Total Non-Departmental Revenues</b>	<b>0.00</b>	<b>245,364.56</b>	<b>536,240.00</b>	<b>279,499.07</b>	<b>256,740.93</b>
<b>Fire Revenues</b>					
100-30-4005 Property Taxes - Current	0.00	0.00	291,900.00	0.00	291,900.00
100-30-4010 Property Taxes - Prior Years	0.00	0.00	1,500.00	0.00	1,500.00
100-30-4420 State Grants	0.00	0.00	35,000.00	35,000.00	0.00
100-30-4800 Miscellaneous	0.00	6,247.72	2,000.00	6,984.72	(4,984.72)
100-30-4805 Earnings on Investments	0.00	0.00	1,200.00	0.00	1,200.00
100-30-4930 Transfers In	0.00	0.00	129,655.00	0.00	129,655.00
100-30-4990 Beginning Fund Balance	0.00	0.00	30,000.00	0.00	30,000.00
<b>Total Fire Revenues</b>	<b>0.00</b>	<b>6,247.72</b>	<b>491,255.00</b>	<b>41,984.72</b>	<b>449,270.28</b>
<b>Recreation Revenues</b>					
100-50-4420 State Grants	0.00	0.00	318,000.00	45,427.97	272,572.03
100-50-4430 Local Grants	0.00	0.00	75,000.00	7,297.08	67,702.92
100-50-4630 Park Camping	0.00	396.00	6,500.00	5,292.00	1,208.00
<b>Total Recreation Revenues</b>	<b>0.00</b>	<b>396.00</b>	<b>399,500.00</b>	<b>58,017.05</b>	<b>341,482.95</b>
<b>Transient Lodging Tax Revenues</b>					
100-60-4650 Transient Lodging Tax	0.00	19,854.54	65,000.00	38,937.74	26,062.26
100-60-4990 Beginning Fund Balance	0.00	0.00	100,000.00	0.00	100,000.00
<b>Total Transient Lodging Tax Revenues</b>	<b>0.00</b>	<b>19,854.54</b>	<b>165,000.00</b>	<b>38,937.74</b>	<b>126,062.26</b>
<b>Planning Revenues</b>					
100-70-4310 Planning Fees	0.00	0.00	7,500.00	2,125.00	5,375.00
100-70-4315 Land Use Fees	0.00	0.00	4,000.00	250.00	3,750.00
<b>Total Planning Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>11,500.00</b>	<b>2,375.00</b>	<b>9,125.00</b>
<b>Total General Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 271,862.82</b>	<b>\$ 1,603,495.00</b>	<b>\$ 420,813.58</b>	<b>\$ 1,182,681.42</b>

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

*Revised Budget*  
*For General Fund (100)*  
*For the Fiscal Period 2024-4 Ending October 31, 2023*

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Expenditures</b>						
<b>Administration Expenditures</b>						
100-10-5105	Full-Time Employees - Regular	\$ 0.00	\$ 11,377.13	\$ 117,500.00	\$ 48,584.65	\$ 68,915.35
100-10-5205	Employer FICA Taxes	0.00	1,234.06	9,000.00	1,299.99	7,700.01
100-10-5210	Unemployment Insurance	0.00	11.31	1,300.00	61.24	1,238.76
100-10-5215	Workers' Compensation Insurance	0.00	3.56	1,000.00	517.88	482.12
100-10-5305	Employer PERS Contributions	0.00	1,941.25	25,600.00	8,464.91	17,135.09
100-10-5405	Health Insurance	0.00	2,399.58	40,000.00	10,692.32	29,307.68
100-10-5415	Life Insurance	0.00	17.75	300.00	84.15	215.85
100-10-6105	Office Supplies & Equipment	0.00	486.84	6,000.00	4,342.77	1,657.23
100-10-6290	Other Professional Fees	0.00	0.00	8,000.00	386.59	7,613.41
100-10-6305	Building Repairs & Maintenance	0.00	99.99	5,000.00	361.68	4,638.32
100-10-6311	Contracted Ground Maintenance	0.00	0.00	6,000.00	652.50	5,347.50
100-10-6405	Dues & Subscriptions	0.00	149.90	5,000.00	3,293.50	1,706.50
100-10-6410	Training	0.00	0.00	6,000.00	787.96	5,212.04
100-10-6605	Electricity	0.00	234.82	5,000.00	938.53	4,061.47
100-10-6620	Telecommunications	0.00	321.01	3,500.00	1,296.03	2,203.97
100-10-6700	Insurance	0.00	0.00	10,000.00	11,774.79	(1,774.79)
100-10-6825	Advertising/Publishing	0.00	119.35	5,000.00	751.25	4,248.75
100-10-6830	Janitorial Services	0.00	550.00	6,000.00	2,265.00	3,735.00
100-10-6850	Dog Licenses/Catching	0.00	0.00	150.00	0.00	150.00
100-10-6860	Computers/Software/Services	0.00	425.74	21,500.00	10,479.48	11,020.52
100-10-6870	Pre-Hazard Preparedness	0.00	0.00	22,528.00	21,868.72	659.28
100-10-6880	Ordinance Enforcement	0.00	0.00	1,000.00	0.00	1,000.00
100-10-6990	Other Miscellaneous Expenses	0.00	0.00	22,775.00	0.00	22,775.00
<b>Total Administration Expenditures</b>		<b>0.00</b>	<b>19,372.29</b>	<b>328,153.00</b>	<b>128,903.94</b>	<b>199,249.06</b>
<b>Fire Expenditures</b>						
100-30-5105	Full-Time Employees - Regular	0.00	11,660.41	165,500.00	47,435.55	118,064.45
100-30-5115	Part-Time Employees	0.00	6,018.63	35,000.00	38,814.53	(3,814.53)
100-30-5118	Volunteer Stipends	0.00	1,985.00	30,000.00	9,435.00	20,565.00
100-30-5205	Employer FICA Taxes	0.00	1,499.19	16,500.00	7,406.51	9,093.49
100-30-5210	Unemployment Insurance	0.00	19.59	2,250.00	94.99	2,155.01
100-30-5215	Workers' Compensation Insurance	0.00	8.17	2,000.00	544.43	1,455.57
100-30-5305	Employer PERS Contributions	0.00	1,873.71	41,500.00	7,535.01	33,964.99
100-30-5405	Health Insurance	0.00	2,759.68	60,000.00	11,058.30	48,941.70
100-30-5415	Life Insurance	0.00	7.00	300.00	27.98	272.02
100-30-5420	Disability Insurance	0.00	0.00	3,500.00	1,500.00	2,000.00
100-30-6105	Office Supplies & Equipment	0.00	9.00	4,000.00	1,973.97	2,026.03
100-30-6115	First Aid Supplies	0.00	834.30	4,000.00	4,147.79	(147.79)
100-30-6140	Fuel/Lubes/Etc.	0.00	1,450.04	7,000.00	4,726.54	2,273.46
100-30-6205	Accounting & Auditing	0.00	0.00	500.00	0.00	500.00
100-30-6220	Legal Fees	0.00	868.75	2,000.00	3,289.25	(1,289.25)
100-30-6290	Other Professional Fees	0.00	0.00	2,000.00	9,350.00	(7,350.00)
100-30-6305	Building Repairs & Maintenance	0.00	240.00	1,000.00	3,308.09	(2,308.09)
100-30-6340	Radios & Radio Repair	0.00	0.00	2,500.00	1,037.75	1,462.25
100-30-6345	Operational Equipment & Repairs	0.00	2,456.21	20,000.00	21,198.13	(1,198.13)
100-30-6350	Personal Protective Equipment	0.00	2,056.95	13,000.00	11,041.52	1,958.48

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

11/6/2023 8:24am

Page 3

*Revised Budget*  
**For General Fund (100)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-30-6405 Dues & Subscriptions	0.00	2,194.58	6,000.00	4,067.84	\$ 1,932.16
100-30-6410 Training	0.00	1,348.75	5,000.00	4,568.53	\$ 431.47
100-30-6605 Electricity	0.00	215.55	5,000.00	877.12	\$ 4,122.88
100-30-6620 Telecommunications	0.00	214.00	4,000.00	1,294.79	\$ 2,705.21
100-30-6700 Insurance	0.00	0.00	18,000.00	19,000.00	\$ (1,000.00)
100-30-6830 Janitorial Services	0.00	0.00	0.00	337.99	\$ 0.00
100-30-6840 Printing & Copying	0.00	0.00	300.00	44.85	\$ 255.15
100-30-6860 Computers/Software/Services	0.00	95.75	6,000.00	1,718.00	\$ 4,282.00
100-30-6990 Other Miscellaneous Expenses	0.00	571.87	9,405.00	12,942.23	\$ (3,537.23)
100-30-8400 Machinery & Equipment	0.00	0.00	0.00	44,858.98	\$ 0.00
100-30-9400 Transfer to Capital Projects Funds	0.00	0.00	25,000.00	0.00	\$ 25,000.00
<b>Total Fire Expenditures</b>	<b>0.00</b>	<b>38,387.13</b>	<b>491,255.00</b>	<b>273,635.67</b>	<b>217,619.33</b>
<b>Recreation Expenditures</b>					
100-50-5105 Full-Time Employees - Regular	0.00	1,965.54	25,500.00	7,711.65	\$ 17,788.35
100-50-5205 Employer FICA Taxes	0.00	149.80	2,000.00	699.51	\$ 1,300.49
100-50-5210 Unemployment Insurance	0.00	1.96	275.00	7.33	\$ 267.67
100-50-5215 Workers' Compensation Insurance	0.00	0.62	700.00	202.30	\$ 497.70
100-50-5305 Employer PERS Contributions	0.00	301.76	5,500.00	1,222.17	\$ 4,277.83
100-50-5405 Health Insurance	0.00	570.94	7,700.00	2,108.16	\$ 5,591.84
100-50-5415 Life Insurance	0.00	2.64	100.00	9.74	\$ 90.26
100-50-6145 Tourism	0.00	116.28	650.00	123.98	\$ 526.02
100-50-6190 Other Supplies	0.00	306.02	5,000.00	1,631.01	\$ 3,368.99
100-50-6305 Building Repairs & Maintenance	0.00	20.00	3,000.00	1,071.49	\$ 1,928.51
100-50-6310 Grounds Maintenance	0.00	501.63	40.00	501.63	\$ (461.63)
100-50-6311 Contracted Ground Maintenance	0.00	0.00	15,000.00	8,129.29	\$ 6,870.71
100-50-6605 Electricity	0.00	197.17	2,000.00	629.76	\$ 1,370.24
100-50-6995 Feasibility Studies / Projects	0.00	32.21	2,000.00	4,322.56	\$ (2,322.56)
100-50-8200 Buildings & Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-50-8300 Improvements Other Than Buildings	0.00	279.99	318,000.00	286,814.93	\$ 31,185.07
<b>Total Recreation Expenditures</b>	<b>0.00</b>	<b>4,446.56</b>	<b>392,465.00</b>	<b>315,185.51</b>	<b>77,279.49</b>
<b>Transient Lodging Tax Expenditures</b>					
100-60-6145 Tourism	0.00	0.00	165,000.00	1,733.00	\$ 163,267.00
<b>Total Transient Lodging Tax Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>165,000.00</b>	<b>1,733.00</b>	<b>163,267.00</b>
<b>Planning Expenditures</b>					
100-70-6215 Engineering Fees	0.00	0.00	2,000.00	0.00	\$ 2,000.00
100-70-6220 Legal Fees	0.00	0.00	5,000.00	188.00	\$ 4,812.00
100-70-6240 Comprehensive Planning	0.00	500.71	5,000.00	500.71	\$ 4,499.29
100-70-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-70-6410 Training	0.00	749.00	3,000.00	1,498.00	\$ 1,502.00
100-70-6865 Building Inspector/Inspections	0.00	0.00	500.00	0.00	\$ 500.00
<b>Total Planning Expenditures</b>	<b>0.00</b>	<b>1,249.71</b>	<b>20,500.00</b>	<b>2,186.71</b>	<b>18,313.29</b>
<b>General Service Expenditures</b>					
100-90-6205 Accounting & Auditing	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-90-6220 Legal Fees	0.00	0.00	30,000.00	2,054.00	\$ 27,946.00
100-90-6805 Mayor	0.00	0.00	3,500.00	366.00	\$ 3,134.00

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
*For General Fund (100)*  
*For the Fiscal Period 2024-4 Ending October 31, 2023*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-90-6910 Fee Refunds	0.00	0.00	500.00	0.00	\$ 500.00
100-90-6990 Other Miscellaneous Expenses	0.00	0.00	1,000.00	0.00	\$ 1,000.00
100-90-9000 Transfers Out	0.00	0.00	129,655.00	0.00	\$ 129,655.00
100-90-9800 Contingency	0.00	0.00	36,467.00	0.00	\$ 36,467.00
<b>Total General Service Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>206,122.00</b>	<b>2,420.00</b>	<b>203,702.00</b>
<b>Total General Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 63,455.69</b>	<b>\$ 1,603,495.00</b>	<b>\$ 724,064.83</b>	<b>\$ 879,430.17</b>
<b>General Fund Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 208,407.13</b>	<b>\$ 0.00</b>	<b>\$ (303,251.25)</b>	<b>\$ 0.00</b>



**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
 Revised Budget  
 For Street and Road Fund (200)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Non-Departmental Revenues</b>					
200-00-4115 State Highway Tax	\$ 0.00	\$ 11,699.94	\$ 113,000.00	\$ 40,064.55	\$ 72,935.45
200-00-4420 State Grants	0.00	0.00	250,000.00	232,784.91	\$ 17,215.09
200-00-4800 Miscellaneous	0.00	0.00	0.00	4,126.17	\$ 0.00
200-00-4930 Transfers In	0.00	0.00	179,000.00	0.00	\$ 179,000.00
200-00-4990 Beginning Fund Balance	0.00	0.00	63,500.00	0.00	\$ 63,500.00
<b>Total Non-Departmental Revenues</b>	<b>0.00</b>	<b>11,699.94</b>	<b>605,500.00</b>	<b>276,975.63</b>	<b>328,524.37</b>
<b>Total Street and Road Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 11,699.94</b>	<b>\$ 605,500.00</b>	<b>\$ 276,975.63</b>	<b>\$ 328,524.37</b>

**Expenditures**

<b>Non-Departmental Expenditures</b>					
200-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 6,972.68	\$ 82,500.00	\$ 28,997.83	\$ 53,502.17
200-00-5205 Employer FICA Taxes	0.00	531.29	6,500.00	2,992.06	\$ 3,507.94
200-00-5210 Unemployment Insurance	0.00	6.96	1,000.00	26.41	\$ 973.59
200-00-5215 Workers' Compensation Insurance	0.00	2.42	2,500.00	509.06	\$ 1,990.94
200-00-5305 Employer PERS Contributions	0.00	996.10	18,000.00	4,393.45	\$ 13,606.55
200-00-5405 Health Insurance	0.00	1,963.86	28,000.00	7,435.84	\$ 20,564.16
200-00-5415 Life Insurance	0.00	9.34	150.00	35.75	\$ 114.25
200-00-6105 Office Supplies & Equipment	0.00	77.06	500.00	575.03	\$ (75.03)
200-00-6125 Shop Supplies & Small Tools	0.00	0.00	1,100.00	828.81	\$ 271.19
200-00-6140 Fuel/Lubes/Etc.	0.00	0.00	2,000.00	0.00	\$ 2,000.00
200-00-6205 Accounting & Auditing	0.00	0.00	1,000.00	0.00	\$ 1,000.00
200-00-6215 Engineering Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6220 Legal Fees	0.00	0.00	5,000.00	3,624.50	\$ 1,375.50
200-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6305 Building Repairs & Maintenance	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6315 Street Repairs & Maintenance	0.00	329.56	30,000.00	5,876.94	\$ 24,123.06
200-00-6335 Vehicle Repairs & Maintenance	0.00	0.00	3,000.00	1,872.56	\$ 1,127.44
200-00-6350 Personal Protective Equipment	0.00	0.00	1,500.00	0.00	\$ 1,500.00
200-00-6390 Other Repairs & Maintenance	0.00	0.00	7,500.00	0.00	\$ 7,500.00
200-00-6410 Training	0.00	0.00	2,000.00	0.00	\$ 2,000.00
200-00-6605 Electricity	0.00	678.36	12,000.00	2,716.26	\$ 9,283.74
200-00-6700 Insurance	0.00	0.00	5,000.00	6,000.00	\$ (1,000.00)
200-00-6860 Computers/Software/Services	0.00	0.00	2,000.00	500.00	\$ 1,500.00
200-00-6990 Other Miscellaneous Expenses	0.00	0.00	3,500.00	13.30	\$ 3,486.70
200-00-6995 Feasibility Studies / Projects	0.00	0.00	10,000.00	0.00	\$ 10,000.00
200-00-8300 Improvements Other Than Buildings	0.00	88,000.00	338,000.00	316,199.85	\$ 21,800.15
200-00-8500 Buildings	0.00	0.00	27,750.00	0.00	\$ 27,750.00
<b>Total Non-Departmental Expenditures</b>	<b>0.00</b>	<b>99,567.63</b>	<b>605,500.00</b>	<b>382,597.65</b>	<b>222,902.35</b>
<b>Total Street and Road Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 99,567.63</b>	<b>\$ 605,500.00</b>	<b>\$ 382,597.65</b>	<b>\$ 222,902.35</b>

**Street and Road Fund Excess of Revenues Over Expen \$ 0.00 \$ (87,867.69) \$ 0.00 \$ (105,622.02) \$ 0.00**

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
 Revised Budget  
 For Housing Rehabilitation Fund (201)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Housing Rehabilitation Revenues</b>					
201-18-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00
201-18-4825 Loan Payback	0.00	0.00	1,000.00	1,725.00	(725.00)
201-18-4990 Beginning Fund Balance	0.00	0.00	140,100.00	0.00	140,100.00
<b>Total Housing Rehabilitation Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>141,600.00</b>	<b>1,725.00</b>	<b>139,875.00</b>
<b>Total Housing Rehabilitation Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 141,600.00</b>	<b>\$ 1,725.00</b>	<b>\$ 139,875.00</b>
<b>Expenditures</b>					
<b>Housing Rehabilitation Expenditures</b>					
201-18-6920 Housing Rehab Loan Disbursements	\$ 0.00	\$ 0.00	\$ 141,600.00	\$ 0.00	\$ 141,600.00
<b>Total Housing Rehabilitation Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>141,600.00</b>	<b>0.00</b>	<b>141,600.00</b>
<b>Total Housing Rehabilitation Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 141,600.00</b>	<b>\$ 0.00</b>	<b>\$ 141,600.00</b>
<b>Housing Rehabilitation Fund Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 1,725.00</b>	<b>\$ 0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Sewer Bond Fund (301)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Bond Payment Revenues</b>					
301-11-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 19,350.00	\$ 0.00	\$ 19,350.00
301-11-4010 Property Taxes - Prior Years	0.00	0.00	300.00	0.00	\$ 300.00
301-11-4805 Earnings on Investments	0.00	0.00	200.00	0.00	\$ 200.00
301-11-4990 Beginning Fund Balance	0.00	0.00	46,500.00	0.00	\$ 46,500.00
<b>Total Bond Payment Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>66,350.00</b>	<b>0.00</b>	<b>66,350.00</b>
<b>Total Sewer Bond Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 66,350.00</b>	<b>\$ 0.00</b>	<b>\$ 66,350.00</b>
<b>Expenditures</b>					
<b>Bond Payment Expenditures</b>					
301-11-7010 Principal Payments - General Obligatio	\$ 0.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 21,000.00
301-11-7015 Interest Payments - General Obligation	0.00	0.00	13,050.00	0.00	\$ 13,050.00
301-11-9900 Unappropriated Ending Fund Balance	0.00	0.00	32,300.00	0.00	\$ 32,300.00
<b>Total Bond Payment Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>66,350.00</b>	<b>0.00</b>	<b>66,350.00</b>
<b>Total Sewer Bond Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 66,350.00</b>	<b>\$ 0.00</b>	<b>\$ 66,350.00</b>
<b>Sewer Bond Fund Excess of Revenues Over Expenditur</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
 For DEQ Loan Repayment Fund (302)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Loan Revenues</b>					
302-22-4620 Sewer User Charges	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 0.00	\$ 50,000.00
302-22-4990 Beginning Fund Balance	0.00	0.00	127,000.00	0.00	127,000.00
<b>Total Loan Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>177,000.00</b>	<b>0.00</b>	<b>177,000.00</b>
<b>Total DEQ Loan Repayment Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 177,000.00</b>	<b>\$ 0.00</b>	<b>\$ 177,000.00</b>
<b>Expenditures</b>					
<b>Loan Expenditures</b>					
302-22-7040 Principal Payments - Notes Payable	\$ 0.00	\$ 0.00	\$ 45,700.00	\$ 0.00	\$ 45,700.00
302-22-7045 Interest Payments - Notes Payable	0.00	0.00	3,350.00	0.00	3,350.00
302-22-9900 Unappropriated Ending Fund Balance	0.00	0.00	127,950.00	0.00	127,950.00
<b>Total Loan Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>177,000.00</b>	<b>0.00</b>	<b>177,000.00</b>
<b>Total DEQ Loan Repayment Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 177,000.00</b>	<b>\$ 0.00</b>	<b>\$ 177,000.00</b>
<b>DEQ Loan Repayment Fund Excess of Revenues Over E</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
 Revised Budget  
 For Street Reserve Fund (400)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
400-13-4305 Franchise Fees	\$ 0.00	\$ 2,673.91	\$ 6,000.00	\$ 4,945.86	\$ 1,054.14
400-13-4990 Beginning Fund Balance	0.00	0.00	38,900.00	0.00	38,900.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>2,673.91</b>	<b>44,900.00</b>	<b>4,945.86</b>	<b>39,954.14</b>
<b>Street Trust Revenues</b>					
400-17-4805 Earnings on Investments	0.00	0.00	1,000.00	0.00	1,000.00
400-17-4990 Beginning Fund Balance	0.00	0.00	74,300.00	0.00	74,300.00
<b>Total Street Trust Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>75,300.00</b>	<b>0.00</b>	<b>75,300.00</b>
<b>Street Maintenance Fee Revenues</b>					
400-24-4320 Street Maintenance Fees	0.00	10,168.38	95,000.00	35,142.71	59,857.29
400-24-4930 Transfers In	0.00	0.00	50,000.00	0.00	50,000.00
400-24-4990 Beginning Fund Balance	0.00	0.00	181,320.00	0.00	181,320.00
<b>Total Street Maintenance Fee Revenues</b>	<b>0.00</b>	<b>10,168.38</b>	<b>326,320.00</b>	<b>35,142.71</b>	<b>291,177.29</b>
<b>Total Street Reserve Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 12,842.29</b>	<b>\$ 446,520.00</b>	<b>\$ 40,088.57</b>	<b>\$ 406,431.43</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
400-13-6315 Street Repairs & Maintenance	\$ 0.00	\$ 0.00	\$ 44,900.00	\$ 0.00	\$ 44,900.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>44,900.00</b>	<b>0.00</b>	<b>44,900.00</b>
<b>Street Trust Expenditures</b>					
400-17-9900 Unappropriated Ending Fund Balance	0.00	0.00	75,300.00	0.00	75,300.00
<b>Total Street Trust Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>75,300.00</b>	<b>0.00</b>	<b>75,300.00</b>
<b>Street Maintenance Fee Expenditures</b>					
400-24-6314 Street Overlay	0.00	0.00	85,120.00	0.00	85,120.00
400-24-9400 Transfer to Capital Projects Funds	0.00	0.00	179,000.00	0.00	179,000.00
400-24-9800 Contingency	0.00	0.00	62,200.00	0.00	62,200.00
<b>Total Street Maintenance Fee Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>326,320.00</b>	<b>0.00</b>	<b>326,320.00</b>
<b>Total Street Reserve Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 446,520.00</b>	<b>\$ 0.00</b>	<b>\$ 446,520.00</b>
<b>Street Reserve Fund Excess of Revenues Over Expendi</b>	<b>\$ 0.00</b>	<b>\$ 12,842.29</b>	<b>\$ 0.00</b>	<b>\$ 40,088.57</b>	<b>\$ 0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Bay City Equipment Reserve Fund (401)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
401-13-4930 Transfers In	\$ 0.00	\$ 0.00	\$ 35,000.00	\$ 0.00	\$ 35,000.00
401-13-4990 Beginning Fund Balance	0.00	0.00	38,200.00	0.00	38,200.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>73,200.00</b>	<b>0.00</b>	<b>73,200.00</b>
<b>Total Bay City Equipment Reserve Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 73,200.00</b>	<b>\$ 0.00</b>	<b>\$ 73,200.00</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
401-13-8400 Machinery & Equipment	\$ 0.00	\$ 0.00	\$ 73,200.00	\$ 0.00	\$ 73,200.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>73,200.00</b>	<b>0.00</b>	<b>73,200.00</b>
<b>Total Bay City Equipment Reserve Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 73,200.00</b>	<b>\$ 0.00</b>	<b>\$ 73,200.00</b>
<b>Bay City Equipment Reserve Fund Excess of Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Fire Apparatus Reserve & Building Reserve Fund (402)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
402-13-4930 Transfers In	\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00
402-13-4990 Beginning Fund Balance	0.00	0.00	54,757.00	0.00	54,757.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>79,757.00</b>	<b>0.00</b>	<b>79,757.00</b>
<b>Building Fund Revenues</b>					
402-19-4890 Fire Department Relocation	0.00	2,689.11	0.00	10,656.71	\$ 0.00
<b>Total Building Fund Revenues</b>	<b>0.00</b>	<b>2,689.11</b>	<b>0.00</b>	<b>10,656.71</b>	<b>0.00</b>
<b>Total Fire Apparatus Reserve &amp; Building Reserve Fun</b>	<b>\$ 0.00</b>	<b>\$ 2,689.11</b>	<b>\$ 79,757.00</b>	<b>\$ 10,656.71</b>	<b>\$ 69,100.29</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
402-13-7050 Capital Lease Payments	\$ 0.00	\$ 0.00	\$ 29,300.00	\$ 24,219.78	\$ 5,080.22
402-13-9000 Transfers Out	0.00	0.00	50,000.00	0.00	50,000.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>79,300.00</b>	<b>24,219.78</b>	<b>55,080.22</b>
<b>Total Fire Apparatus Reserve &amp; Building Reserve Fun</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 79,300.00</b>	<b>\$ 24,219.78</b>	<b>\$ 55,080.22</b>
<b>Fire Apparatus Reserve &amp; Building Reserve Fund Exces</b>	<b>\$ 0.00</b>	<b>\$ 2,689.11</b>	<b>\$ 457.00</b>	<b>\$ (13,563.07)</b>	<b>\$ 14,020.07</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Park & Recreation Reserve Fund (404)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
404-13-4990 Beginning Fund Balance	\$ 0.00	\$ 0.00	\$ 8,100.00	\$ 0.00	\$ 8,100.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>8,100.00</b>	<b>0.00</b>	<b>8,100.00</b>
<b>Total Park &amp; Recreation Reserve Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 8,100.00</b>	<b>\$ 0.00</b>	<b>\$ 8,100.00</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
404-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 4,000.00	\$ 0.00	\$ 4,000.00
404-13-8310 Buildings / Structures	0.00	0.00	4,100.00	0.00	4,100.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>8,100.00</b>	<b>0.00</b>	<b>8,100.00</b>
<b>Total Park &amp; Recreation Reserve Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 8,100.00</b>	<b>\$ 0.00</b>	<b>\$ 8,100.00</b>
<b>Park &amp; Recreation Reserve Fund Excess of Revenues O</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>



**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Footpaths and Bicycle Trails Reserve (405)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
405-13-4115 State Highway Tax	\$ 0.00	\$ 118.18	\$ 1,000.00	\$ 404.69	\$ 595.31
405-13-4990 Beginning Fund Balance	0.00	0.00	11,150.00	0.00	11,150.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>118.18</b>	<b>12,150.00</b>	<b>404.69</b>	<b>11,745.31</b>
<b>Total Footpaths and Bicycle Trails Reserve Revenues</b>	<b>\$ 0.00</b>	<b>\$ 118.18</b>	<b>\$ 12,150.00</b>	<b>\$ 404.69</b>	<b>\$ 11,745.31</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
405-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 12,150.00	\$ 0.00	\$ 12,150.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>12,150.00</b>	<b>0.00</b>	<b>12,150.00</b>
<b>Total Footpaths and Bicycle Trails Reserve Expenditu</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 12,150.00</b>	<b>\$ 0.00</b>	<b>\$ 12,150.00</b>
<b>Footpaths and Bicycle Trails Reserve Excess of Revenu</b>	<b>\$ 0.00</b>	<b>\$ 118.18</b>	<b>\$ 0.00</b>	<b>\$ 404.69</b>	<b>\$ 0.00</b>

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

*Revised Budget*  
**For Fire Department Op/Maint/Relocate Reserve (406)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Reserve Revenues</b>					
406-13-4890 Other Revenue	\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00
406-13-4990 Beginning Fund Balance	0.00	0.00	155,857.00	0.00	155,857.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>180,857.00</b>	<b>0.00</b>	<b>180,857.00</b>
<b>Total Fire Department Op/Maint/Relocate Reserve Rev</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 180,857.00</b>	<b>\$ 0.00</b>	<b>\$ 180,857.00</b>
<b>Expenditures</b>					
<b>Reserve Expenditures</b>					
406-13-8500 Buildings	\$ 0.00	\$ 0.00	\$ 40,000.00	\$ 0.00	\$ 40,000.00
406-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	140,857.00	0.00	140,857.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>180,857.00</b>	<b>0.00</b>	<b>180,857.00</b>
<b>Total Fire Department Op/Maint/Relocate Reserve Exp</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 180,857.00</b>	<b>\$ 0.00</b>	<b>\$ 180,857.00</b>
<b>Fire Department Op/Maint/Relocate Reserve Excess of</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>

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

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*Revised Budget*  
**For Bay City Water Fund (600)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Non-Departmental Revenues</b>					
600-00-4610 Water User Charges	\$ 0.00	\$ 35,494.70	\$ 405,000.00	\$ 140,808.87	\$ 264,191.13
600-00-4615 Water Deposits	0.00	0.00	1,000.00	0.00	\$ 1,000.00
600-00-4800 Miscellaneous	0.00	33.99	0.00	133.49	\$ 0.00
600-00-4805 Earnings on Investments	0.00	0.00	500.00	0.00	\$ 500.00
600-00-4815 Sale of Pipe/Supplies	0.00	0.00	7,500.00	0.00	\$ 7,500.00
600-00-4990 Beginning Fund Balance	0.00	0.00	170,000.00	0.00	\$ 170,000.00
<b>Total Non-Departmental Revenues</b>	<b>0.00</b>	<b>35,528.69</b>	<b>584,000.00</b>	<b>140,942.36</b>	<b>443,057.64</b>
<b>Reserve Revenues</b>					
600-13-4710 SDC - Improvement Fees	0.00	0.00	80,000.00	0.00	\$ 80,000.00
600-13-4720 SDC - Reimbursement Fees	0.00	0.00	20,000.00	0.00	\$ 20,000.00
600-13-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	\$ 2,000.00
600-13-4990 Beginning Fund Balance	0.00	0.00	341,100.00	0.00	\$ 341,100.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>443,100.00</b>	<b>0.00</b>	<b>443,100.00</b>
<b>Total Bay City Water Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 35,528.69</b>	<b>\$ 1,027,100.00</b>	<b>\$ 140,942.36</b>	<b>\$ 886,157.64</b>

**Expenditures**

**Non-Departmental Expenditures**

600-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 14,954.60	\$ 191,000.00	\$ 61,147.96	\$ 129,852.04
600-00-5205 Employer FICA Taxes	0.00	1,139.44	15,500.00	5,497.77	\$ 10,002.23
600-00-5210 Unemployment Insurance	0.00	14.88	2,100.00	58.17	\$ 2,041.83
600-00-5215 Workers' Compensation Insurance	0.00	5.46	3,500.00	397.40	\$ 3,102.60
600-00-5305 Employer PERS Contributions	0.00	2,446.77	40,000.00	10,386.90	\$ 29,613.10
600-00-5405 Health Insurance	0.00	4,553.99	61,500.00	17,417.06	\$ 44,082.94
600-00-5415 Life Insurance	0.00	17.87	220.00	69.00	\$ 151.00
600-00-6105 Office Supplies & Equipment	0.00	98.04	1,500.00	1,344.09	\$ 155.91
600-00-6125 Shop Supplies & Small Tools	0.00	176.73	3,000.00	1,202.57	\$ 1,797.43
600-00-6130 Customer Meters & Supplies	0.00	2,558.52	2,500.00	5,982.06	\$ (3,482.06)
600-00-6135 Chemical/Lab Supplies	0.00	15.07	500.00	15.07	\$ 484.93
600-00-6140 Fuel/Lubes/Etc.	0.00	20.05	7,000.00	900.89	\$ 6,099.11
600-00-6190 Other Supplies	0.00	0.00	250.00	15.98	\$ 234.02
600-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
600-00-6215 Engineering Fees	0.00	0.00	5,000.00	1,260.00	\$ 3,740.00
600-00-6220 Legal Fees	0.00	0.00	2,500.00	491.75	\$ 2,008.25
600-00-6225 Laboratory Fees	0.00	0.00	1,500.00	0.00	\$ 1,500.00
600-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-6305 Building Repairs & Maintenance	0.00	0.00	5,000.00	1,610.86	\$ 3,389.14
600-00-6311 Contracted Ground Maintenance	0.00	0.00	2,500.00	652.50	\$ 1,847.50
600-00-6325 Utility System Repairs	0.00	76.82	10,000.00	204.19	\$ 9,795.81
600-00-6335 Vehicle Repairs & Maintenance	0.00	851.03	7,500.00	4,450.23	\$ 3,049.77
600-00-6345 Operational Equipment & Repairs	0.00	780.35	10,000.00	6,428.53	\$ 3,571.47
600-00-6350 Personal Protective Equipment	0.00	0.00	2,000.00	75.48	\$ 1,924.52
600-00-6410 Training	0.00	70.00	3,000.00	771.87	\$ 2,228.13
600-00-6605 Electricity	0.00	289.80	4,000.00	1,148.00	\$ 2,852.00

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Bay City Water Fund (600)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
600-00-6620 Telecommunications	0.00	26.81	3,000.00	197.38	\$ 2,802.62
600-00-6700 Insurance	0.00	0.00	12,000.00	13,000.00	\$ (1,000.00)
600-00-6830 Janitorial Services	0.00	105.32	1,200.00	405.32	\$ 794.68
600-00-6860 Computers/Software/Services	0.00	207.63	10,000.00	3,803.68	\$ 6,196.32
600-00-6905 Deposit Refunds	0.00	0.00	2,500.00	260.90	\$ 2,239.10
600-00-6910 Fee Refunds	0.00	0.00	200.00	0.00	\$ 200.00
600-00-6990 Other Miscellaneous Expenses	0.00	13.53	5,851.00	35.52	\$ 5,815.48
600-00-9400 Transfer to Capital Projects Funds	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-9500 Transfer to Enterprise Funds	0.00	0.00	155,179.00	0.00	\$ 155,179.00
<b>Total Non-Departmental Expenditures</b>	<b>0.00</b>	<b>28,422.71</b>	<b>584,000.00</b>	<b>139,231.13</b>	<b>444,768.87</b>
<b>Reserve Expenditures</b>					
600-13-6910 Fee Refunds	0.00	0.00	100,000.00	0.00	\$ 100,000.00
600-13-9500 Transfer to Enterprise Funds	0.00	0.00	25,920.00	0.00	\$ 25,920.00
600-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	317,180.00	0.00	\$ 317,180.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>443,100.00</b>	<b>0.00</b>	<b>443,100.00</b>
<b>Total Bay City Water Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 28,422.71</b>	<b>\$ 1,027,100.00</b>	<b>\$ 139,231.13</b>	<b>\$ 887,868.87</b>
<b>Bay City Water Fund Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 7,105.98</b>	<b>\$ 0.00</b>	<b>\$ 1,711.23</b>	<b>\$ 0.00</b>

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

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*Revised Budget*  
**For Kilchis Water Fund (601)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Non-Departmental Revenues</b>					
601-00-4610 Water User Charges	\$ 0.00	\$ 26,989.25	\$ 323,871.00	\$ 82,437.75	\$ 241,433.25
601-00-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	\$ 2,000.00
601-00-4930 Transfers In	0.00	0.00	155,179.00	0.00	\$ 155,179.00
601-00-4990 Beginning Fund Balance	0.00	0.00	328,000.00	0.00	\$ 328,000.00
<b>Total Non-Departmental Revenues</b>	<b>0.00</b>	<b>26,989.25</b>	<b>809,050.00</b>	<b>82,437.75</b>	<b>726,612.25</b>
<b>Reserve Revenues</b>					
601-13-4440 Other Grants / Loans	0.00	0.00	20,000.00	0.00	\$ 20,000.00
601-13-4800 Miscellaneous	0.00	4,507.00	80,000.00	14,437.00	\$ 65,563.00
601-13-4805 Earnings on Investments	0.00	0.00	2,500.00	0.00	\$ 2,500.00
601-13-4990 Beginning Fund Balance	0.00	0.00	638,500.00	0.00	\$ 638,500.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>4,507.00</b>	<b>741,000.00</b>	<b>14,437.00</b>	<b>726,563.00</b>
<b>Total Kilchis Water Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 31,496.25</b>	<b>\$ 1,550,050.00</b>	<b>\$ 96,874.75</b>	<b>\$ 1,453,175.25</b>

**Expenditures**

**Non-Departmental Expenditures**

601-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 7,559.61	\$ 106,000.00	\$ 32,296.96	\$ 73,703.04
601-00-5205 Employer FICA Taxes	0.00	576.02	8,200.00	3,467.03	\$ 4,732.97
601-00-5210 Unemployment Insurance	0.00	7.51	1,200.00	28.87	\$ 1,171.13
601-00-5215 Workers' Compensation Insurance	0.00	2.14	3,000.00	384.55	\$ 2,615.45
601-00-5305 Employer PERS Contributions	0.00	1,188.50	23,000.00	5,243.76	\$ 17,756.24
601-00-5405 Health Insurance	0.00	1,715.91	31,500.00	6,897.48	\$ 24,602.52
601-00-5415 Life Insurance	0.00	8.19	150.00	32.36	\$ 117.64
601-00-6105 Office Supplies & Equipment	0.00	77.06	2,000.00	777.84	\$ 1,222.16
601-00-6125 Shop Supplies & Small Tools	0.00	176.73	4,000.00	1,202.59	\$ 2,797.41
601-00-6135 Chemical/Lab Supplies	0.00	2,306.60	23,000.00	7,692.72	\$ 15,307.28
601-00-6140 Fuel/Lubes/Etc.	0.00	20.05	7,000.00	900.89	\$ 6,099.11
601-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
601-00-6215 Engineering Fees	0.00	0.00	50,000.00	0.00	\$ 50,000.00
601-00-6220 Legal Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-6225 Laboratory Fees	0.00	0.00	1,500.00	0.00	\$ 1,500.00
601-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-6305 Building Repairs & Maintenance	0.00	0.00	30,000.00	2,831.49	\$ 27,168.51
601-00-6325 Utility System Repairs	0.00	0.00	40,000.00	1,178.90	\$ 38,821.10
601-00-6335 Vehicle Repairs & Maintenance	0.00	851.03	7,000.00	4,450.22	\$ 2,549.78
601-00-6345 Operational Equipment & Repairs	0.00	1,076.45	40,000.00	7,713.47	\$ 32,286.53
601-00-6350 Personal Protective Equipment	0.00	0.00	5,000.00	75.48	\$ 4,924.52
601-00-6410 Training	0.00	70.00	5,000.00	771.86	\$ 4,228.14
601-00-6605 Electricity	0.00	1,837.08	30,000.00	7,376.57	\$ 22,623.43
601-00-6620 Telecommunications	0.00	26.81	3,000.00	197.38	\$ 2,802.62
601-00-6700 Insurance	0.00	0.00	15,000.00	16,000.00	\$ (1,000.00)
601-00-6830 Janitorial Services	0.00	105.32	2,000.00	405.32	\$ 1,594.68
601-00-6860 Computers/Software/Services	0.00	207.63	19,000.00	6,803.70	\$ 12,196.30
601-00-6990 Other Miscellaneous Expenses	0.00	13.53	10,000.00	35.53	\$ 9,964.47

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Kilchis Water Fund (601)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
601-00-8200 Buildings & Structures	0.00	0.00	5,000.00	271.04	\$ 4,728.96
601-00-8400 Machinery & Equipment	0.00	0.00	150,000.00	10,341.75	\$ 139,658.25
601-00-8500 Buildings	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8700 Office Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8800 Utility System	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-9000 Transfers Out	0.00	0.00	15,000.00	0.00	\$ 15,000.00
601-00-9800 Contingency	0.00	0.00	50,000.00	0.00	\$ 50,000.00
601-00-9900 Unappropriated Ending Fund Balance	0.00	0.00	95,000.00	0.00	\$ 95,000.00
<b>Total Non-Departmental Expenditures</b>	<b>0.00</b>	<b>17,826.17</b>	<b>809,050.00</b>	<b>117,377.76</b>	<b>691,672.24</b>
<b>Reserve Expenditures</b>					
601-13-8000 Capital Outlay	0.00	0.00	25,000.00	0.00	\$ 25,000.00
601-13-8200 Equipment	0.00	0.00	300,000.00	0.00	\$ 300,000.00
601-13-8400 Machinery & Equipment	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-8800 Utility System	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	216,000.00	0.00	\$ 216,000.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>741,000.00</b>	<b>0.00</b>	<b>741,000.00</b>
<b>Total Kilchis Water Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 17,826.17</b>	<b>\$ 1,550,050.00</b>	<b>\$ 117,377.76</b>	<b>\$ 1,432,672.24</b>
<b>Kilchis Water Fund Excess of Revenues Over Expendit</b>	<b>\$ 0.00</b>	<b>\$ 13,670.08</b>	<b>\$ 0.00</b>	<b>\$ (20,503.01)</b>	<b>\$ 0.00</b>

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
 Revised Budget  
 For Bay City Sewer Fund (602)  
 For the Fiscal Period 2024-4 Ending October 31, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>					
<b>Non-Departmental Revenues</b>					
602-00-4420 State Grants	\$ 0.00	\$ 0.00	\$ 275,000.00	\$ 0.00	\$ 275,000.00
602-00-4620 Sewer User Charges	0.00	47,129.08	400,000.00	177,900.07	\$ 222,099.93
602-00-4625 Sewer Deposits	0.00	0.00	2,000.00	0.00	\$ 2,000.00
602-00-4800 Miscellaneous	0.00	30.00	1,500.00	30.59	\$ 1,469.41
602-00-4805 Earnings on Investments	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-00-4930 Transfers In	0.00	0.00	594,200.00	0.00	\$ 594,200.00
602-00-4990 Beginning Fund Balance	0.00	0.00	330,000.00	0.00	\$ 330,000.00
<b>Total Non-Departmental Revenues</b>	<b>0.00</b>	<b>47,159.08</b>	<b>1,607,700.00</b>	<b>177,930.66</b>	<b>1,429,769.34</b>
<b>Reserve Revenues</b>					
602-14-4710 SDC - Improvement Fees	0.00	0.00	75,000.00	0.00	\$ 75,000.00
602-14-4720 SDC - Reimbursement Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-14-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-14-4990 Beginning Fund Balance	0.00	0.00	1,200,800.00	0.00	\$ 1,200,800.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>1,290,800.00</b>	<b>0.00</b>	<b>1,290,800.00</b>
<b>Reserve Revenues</b>					
602-15-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-15-4990 Beginning Fund Balance	0.00	0.00	125,800.00	0.00	\$ 125,800.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>135,800.00</b>	<b>0.00</b>	<b>135,800.00</b>
<b>Reserve Revenues</b>					
602-16-4930 Transfers In	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-16-4990 Beginning Fund Balance	0.00	0.00	88,200.00	0.00	\$ 88,200.00
<b>Total Reserve Revenues</b>	<b>0.00</b>	<b>0.00</b>	<b>93,200.00</b>	<b>0.00</b>	<b>93,200.00</b>
<b>Total Bay City Sewer Fund Revenues</b>	<b>\$ 0.00</b>	<b>\$ 47,159.08</b>	<b>\$ 3,127,500.00</b>	<b>\$ 177,930.66</b>	<b>\$ 2,949,569.34</b>

**Expenditures**

**Non-Departmental Expenditures**

602-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 20,514.80	\$ 280,000.00	\$ 83,549.03	\$ 196,450.97
602-00-5205 Employer FICA Taxes	0.00	1,563.14	21,500.00	7,539.82	\$ 13,960.18
602-00-5210 Unemployment Insurance	0.00	20.48	3,000.00	79.62	\$ 2,920.38
602-00-5215 Workers' Compensation Insurance	0.00	6.46	3,500.00	401.52	\$ 3,098.48
602-00-5305 Employer PERS Contributions	0.00	3,740.01	58,500.00	15,404.91	\$ 43,095.09
602-00-5405 Health Insurance	0.00	5,519.09	93,000.00	21,802.01	\$ 71,197.99
602-00-5415 Life Insurance	0.00	21.98	300.00	86.30	\$ 213.70
602-00-6105 Office Supplies & Equipment	0.00	77.07	4,000.00	1,277.87	\$ 2,722.13
602-00-6125 Shop Supplies & Small Tools	0.00	176.73	4,000.00	2,082.55	\$ 1,917.45
602-00-6135 Chemical/Lab Supplies	0.00	0.00	18,000.00	3,802.19	\$ 14,197.81
602-00-6140 Fuel/Lubes/Etc.	0.00	20.04	8,000.00	900.88	\$ 7,099.12
602-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
602-00-6215 Engineering Fees	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-00-6220 Legal Fees	0.00	0.00	4,000.00	58.75	\$ 3,941.25
602-00-6225 Laboratory Fees	0.00	0.00	1,000.00	0.00	\$ 1,000.00

**City of Bay City 503-377-2288**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For Bay City Sewer Fund (602)**  
**For the Fiscal Period 2024-4 Ending October 31, 2023**

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
602-00-6290 Other Professional Fees	0.00	0.00	2,500.00	0.00	\$ 2,500.00
602-00-6305 Building Repairs & Maintenance	0.00	0.00	12,000.00	2,001.96	\$ 9,998.04
602-00-6325 Utility System Repairs	0.00	30,000.00	50,000.00	32,381.04	\$ 17,618.96
602-00-6335 Vehicle Repairs & Maintenance	0.00	851.04	30,000.00	4,510.58	\$ 25,489.42
602-00-6345 Operational Equipment & Repairs	0.00	31,030.25	50,000.00	33,734.44	\$ 16,265.56
602-00-6350 Personal Protective Equipment	0.00	0.00	3,000.00	75.48	\$ 2,924.52
602-00-6410 Training	0.00	70.00	5,000.00	771.88	\$ 4,228.12
602-00-6605 Electricity	0.00	1,575.79	32,000.00	6,396.54	\$ 25,603.46
602-00-6620 Telecommunications	0.00	26.81	30,000.00	197.39	\$ 29,802.61
602-00-6700 Insurance	0.00	0.00	2,000.00	3,000.00	\$ (1,000.00)
602-00-6830 Janitorial Services	0.00	105.31	1,300.00	405.31	\$ 894.69
602-00-6855 Permit Fees	0.00	2,748.00	5,000.00	3,809.09	\$ 1,190.91
602-00-6860 Computers/Software/Services	0.00	637.62	30,000.00	5,700.91	\$ 24,299.09
602-00-6905 Deposit Refunds	0.00	0.00	1,500.00	560.45	\$ 939.55
602-00-6910 Fee Refunds	0.00	0.00	100.00	0.00	\$ 100.00
602-00-6990 Other Miscellaneous Expenses	0.00	13.54	5,000.00	35.53	\$ 4,964.47
602-00-8400 Machinery & Equipment	0.00	244,660.99	722,000.00	607,815.25	\$ 114,184.75
602-00-8500 Buildings	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-00-8800 Utility System	0.00	0.00	20,000.00	0.00	\$ 20,000.00
602-00-9000 Transfers Out	0.00	0.00	30,000.00	0.00	\$ 30,000.00
602-00-9400 Transfer to Capital Projects Funds	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-00-9800 Contingency	0.00	0.00	50,000.00	0.00	\$ 50,000.00
<b>Total Non-Departmental Expenditures</b>	<b>0.00</b>	<b>343,379.15</b>	<b>1,607,700.00</b>	<b>838,381.30</b>	<b>769,318.70</b>
<b>Reserve Expenditures</b>					
602-14-8800 Utility System	0.00	0.00	638,000.00	0.00	\$ 638,000.00
602-14-9000 Transfers Out	0.00	0.00	594,200.00	0.00	\$ 594,200.00
602-14-9900 Unappropriated Ending Fund Balance	0.00	0.00	58,600.00	0.00	\$ 58,600.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>1,290,800.00</b>	<b>0.00</b>	<b>1,290,800.00</b>
<b>Reserve Expenditures</b>					
602-15-6590 Other Equipment	0.00	0.00	50,000.00	0.00	\$ 50,000.00
602-15-8800 Utility System	0.00	0.00	55,000.00	0.00	\$ 55,000.00
602-15-9900 Unappropriated Ending Fund Balance	0.00	0.00	30,800.00	0.00	\$ 30,800.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>135,800.00</b>	<b>0.00</b>	<b>135,800.00</b>
<b>Reserve Expenditures</b>					
602-16-9900 Unappropriated Ending Fund Balance	0.00	0.00	93,200.00	0.00	\$ 93,200.00
<b>Total Reserve Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>93,200.00</b>	<b>0.00</b>	<b>93,200.00</b>
<b>Total Bay City Sewer Fund Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 343,379.15</b>	<b>\$ 3,127,500.00</b>	<b>\$ 838,381.30</b>	<b>\$ 2,289,118.70</b>

**Bay City Sewer Fund Excess of Revenues Over Expenditures**      **0.00**      **\$ (296,220.07)**      **\$ 0.00**      **\$ (660,450.64)**      **\$ 0.00**



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

*For the Fiscal Period 2024-4 Ending October 31, 2023*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Revenues	\$ 0.00	\$ 413,396.36	\$ 9,099,179.00	\$ 1,166,411.95	\$ 7,932,767.05
Total Expenditures	\$ 0.00	\$ 552,651.35	\$ 9,098,722.00	\$ 2,225,872.45	\$ 6,872,849.55
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ (139,254.99)	\$ 457.00	\$ (1,059,460.50)	\$ 1,059,917.50



# City of Bay City

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PO Box 3309  
Bay City, OR 97107  
Phone (503) 377-2288  
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TDD 7-1-1  
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November 7, 2023

**Bills to pay total for October 2023 = \$497,591.93**

Summary of Bills to pay >\$5,000

Advanced Excavation	\$392,660.99 – Lift station
US Department of Treasury	\$ 10,535.19
CIS – Insurance	\$ 11,172.14
Oregon Pers	\$ 7,930.40
US Bank Visa	\$ 5,651.86
US Department of Treasury	\$ 9,839.23
CIS – Insurance	\$ 11,172.05
Oregon Pers	\$ 8,014.47

A/P Control Report

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13925	562	Northstar Chemical	3	264191	Yes	2024 4		10/3/2023	10/5/2023		\$1,566.54
		Desc: Supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	601-00-6135		1,566.54		0.00	0			
		Desc: Chemical/Lab Supplies									
13926	114	Rosenberg Builders Suppl	3	2309-604802	Yes	2024 4		10/3/2023	10/10/2023		\$67.88
		Desc: supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6310		67.88		0.00	7	1	EXP	
		Desc: Grounds Maintenance									
13927	114	Rosenberg Builders Suppl	3	2309-604808	Yes	2024 4		10/3/2023	10/10/2023		\$43.16
		Desc: Supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6345		43.16		0.00	0			
		Desc: Operational Equipment & Repairs									
13928	114	Rosenberg Builders Suppl	3	2309-604975	Yes	2024 4		10/3/2023	10/10/2023		\$20.08
		Desc: Supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6345		-20.08		0.00	0			
		Desc: Operational Equipment & Repairs									
13929	346	H.D. Fowler	3	07947280	Yes	2024 4		10/3/2023	10/20/2023		\$76.82
		Desc: Supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6325		76.82		0.00	0			
		Desc: Utility System Repairs									
13930	886	Richard Coit	3	2087	Yes	2024 4		10/3/2023	10/10/2023		\$122.50
		Desc: Computer service									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6860		122.50		0.00	0			
		Desc: Computers/Software/Services									
											1099
13932	180	CenturyLink	3	314199659-Oct 2	Yes	2024 4		10/3/2023	10/11/2023		\$237.18
		Desc: Phone bill									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6620		142.31		0.00	0			
		Desc: Telecommunications									
		2	100-30-6620		94.87		0.00	0			
		Desc: Telecommunications									
13933	93	One Call Concepts, Inc.	3	3080213	Yes	2024 4		10/3/2023	10/10/2023		\$40.60
		Desc: Call tickets									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6990		13.53		0.00	0			
		Desc: Other Miscellaneous Expenses									
		2	601-00-6990		13.53		0.00	0			
		Desc: Other Miscellaneous Expenses									
		3	602-00-6990		13.54		0.00	0			
		Desc: Other Miscellaneous Expenses									
13934	114	Rosenberg Builders Suppl	3	2309-991068	Yes	2024 4		10/4/2023	10/5/2023		\$30.13
		Desc: Supplies									
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6135		15.07		0.00	0			
		Desc: Chemical/Lab Supplies									
		2	601-00-6135		15.06		0.00	0			
		Desc: Chemical/Lab Supplies									

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13935	114	Rosenberg Builders Suppl	3	2309-999569	Yes	2024 4		10/4/2023	10/5/2023		\$84.37
		<b>Desc:</b> Supplies									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	600-00-6335	Vehicle Repairs & Maintenan		28.12	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		2	601-00-6335	Vehicle Repairs & Maintenan		28.12	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		3	602-00-6335	Vehicle Repairs & Maintenan		28.13	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
13936	114	Rosenberg Builders Suppl	3	2309-601072	Yes	2024 4		10/4/2023	10/5/2023		\$137.36
		<b>Desc:</b> Supplies									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	200-00-6315	Street Repairs & Maintenanc		137.36	0.00	0			
		<b>Desc:</b> Street Repairs & Maintenance									
13937	206	Burden's Muffler, Towing	3	67885	Yes	2024 4		10/4/2023	10/5/2023		\$276.00
		<b>Desc:</b> Repairs									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	600-00-6335	Vehicle Repairs & Maintenan		92.00	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		2	601-00-6335	Vehicle Repairs & Maintenan		92.00	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		3	602-00-6335	Vehicle Repairs & Maintenan		92.00	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
13938	44	Davison Auto Parts	3	939-610851	Yes	2024 4		10/4/2023	10/5/2023		\$274.75
		<b>Desc:</b> Supplies									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	600-00-6335	Vehicle Repairs & Maintenan		91.58	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		2	601-00-6335	Vehicle Repairs & Maintenan		91.58	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
		3	602-00-6335	Vehicle Repairs & Maintenan		91.59	0.00	0			
		<b>Desc:</b> Vehicle Repairs & Maintenance									
13939	27	Tillamook People's Utility	3	20890-Oct 2023	Yes	2024 4		10/4/2023	10/16/2023		\$1,424.19
		<b>Desc:</b> Power									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	602-00-6605	Electricity		1,424.19	0.00	0			
		<b>Desc:</b> Electricity									
13940	27	Tillamook People's Utility	3	21211-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$49.88
		<b>Desc:</b> Power									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	100-50-6605	Electricity		49.88	0.00	0			
		<b>Desc:</b> Electricity									
13941	27	Tillamook People's Utility	3	21215-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$655.00
		<b>Desc:</b> Power									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	200-00-6605	Electricity		655.00	0.00	0			
		<b>Desc:</b> Electricity									
13942	27	Tillamook People's Utility	3	21221-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$215.55
		<b>Desc:</b> Power									
		<b>Line</b>	<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
		1	100-30-6605	Electricity		215.55	0.00	0			
		<b>Desc:</b> Electricity									

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13943	27	Tillamook People's Utility	3	21223-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$80.98
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6605	Electricity		80.98	0.00	0			
		Desc:	Electricity								
13944	27	Tillamook People's Utility	3	21224-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$116.87
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6605	Electricity		116.87	0.00	0			
		Desc:	Electricity								
13945	27	Tillamook People's Utility	3	21231-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$92.24
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	602-00-6605	Electricity		92.24	0.00	0			
		Desc:	Electricity								
13946	27	Tillamook People's Utility	3	22182-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$38.09
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	601-00-6605	Electricity		38.09	0.00	0			
		Desc:	Electricity								
13947	27	Tillamook People's Utility	3	22221-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$266.44
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	600-00-6605	Electricity		266.44	0.00	0			
		Desc:	Electricity								
13948	27	Tillamook People's Utility	3	22713-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$1,775.63
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	601-00-6605	Electricity		1,775.63	0.00	0			
		Desc:	Electricity								
13949	27	Tillamook People's Utility	3	41352-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$93.44
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	200-00-6605	Electricity		23.36	0.00	0			
		Desc:	Electricity								
		2	600-00-6605	Electricity		23.36	0.00	0			
		Desc:	Electricity								
		3	601-00-6605	Electricity		23.36	0.00	0			
		Desc:	Electricity								
		4	602-00-6605	Electricity		23.36	0.00	0			
		Desc:	Electricity								
13950	27	Tillamook People's Utility	3	45448-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$76.51
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-50-6605	Electricity		76.51	0.00	0			
		Desc:	Electricity								
13951	27	Tillamook People's Utility	3	116884-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$27.50
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-50-6605	Electricity		27.50	0.00	0			
		Desc:	Electricity								
13952	27	Tillamook People's Utility	3	75292-Oct 2023	Yes	2024 4		10/4/2023	10/5/2023		\$36.00
		Desc:	Power								
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category



**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period		PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13961	1	Oregon Department of Rev	3	PR1458	Yes	2024	4		10/15/2023	10/15/2023		\$2,976.05
		<b>Desc: Payroll from 10/1/2023 to 10/15/2023</b>										
		<b>Line</b>	<b>Account Number</b>		<b>AP Amount</b>		<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>		
		1	100-00-2030	Payroll Taxes Payable	349.16		0.00	0				
		Desc:										
		2	100-10-2030	Payroll Taxes Payable	125.88		0.00	0				
		Desc:										
		3	100-30-2030	Payroll Taxes Payable	707.91		0.00	0				
		Desc:										
		4	100-50-2030	Payroll Taxes Payable	21.03		0.00	0				
		Desc:										
		5	200-00-2030	Payroll Taxes Payable	262.92		0.00	0				
		Desc:										
		6	600-00-2030	Payroll Taxes Payable	562.98		0.00	0				
		Desc:										
		7	601-00-2030	Payroll Taxes Payable	269.82		0.00	0				
		Desc:										
		8	602-00-2030	Payroll Taxes Payable	676.35		0.00	0				
		Desc:										
13962	2	U.S. Department of the Tre	3	PR1458	Yes	2024	4		10/15/2023	10/15/2023		\$10,535.19
		<b>Desc: Payroll from 10/1/2023 to 10/15/2023</b>										
		<b>Line</b>	<b>Account Number</b>		<b>AP Amount</b>		<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>		
		1	100-00-2030	Payroll Taxes Payable	1,294.34		0.00	0				
		Desc:										
		2	100-10-2030	Payroll Taxes Payable	401.71		0.00	0				
		Desc:										
		3	100-30-2030	Payroll Taxes Payable	2,395.09		0.00	0				
		Desc:										
		4	100-50-2030	Payroll Taxes Payable	67.14		0.00	0				
		Desc:										
		5	200-00-2030	Payroll Taxes Payable	920.25		0.00	0				
		Desc:										
		6	600-00-2030	Payroll Taxes Payable	1,910.92		0.00	0				
		Desc:										
		7	601-00-2030	Payroll Taxes Payable	1,036.30		0.00	0				
		Desc:										
		8	602-00-2030	Payroll Taxes Payable	2,509.44		0.00	0				
		Desc:										
13963	5	Aflac	3	PR1458	Yes	2024	4		10/15/2023	10/15/2023		\$251.32
		<b>Desc: Payroll from 10/1/2023 to 10/15/2023</b>										
		<b>Line</b>	<b>Account Number</b>		<b>AP Amount</b>		<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>		
		1	100-00-2030	Payroll Taxes Payable	20.56		0.00	0				
		Desc:										
		2	100-00-2055	Med/Life Insurance Payable	38.46		0.00	0				
		Desc:										
		3	100-30-2055	Med/Life Insurance Payable	4.61		0.00	0				
		Desc:										
		4	200-00-2030	Payroll Taxes Payable	11.06		0.00	0				
		Desc:										
		5	200-00-2055	Med/Life Insurance Payable	6.72		0.00	0				
		Desc:										
		6	600-00-2030	Payroll Taxes Payable	28.90		0.00	0				
		Desc:										

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	7	600-00-2055		Med/Life Insurance Payable			29.57		0.00	0	
	Desc:										
	8	601-00-2030		Payroll Taxes Payable			6.86		0.00	0	
	Desc:										
	9	601-00-2055		Med/Life Insurance Payable			23.66		0.00	0	
	Desc:										
	10	602-00-2030		Payroll Taxes Payable			29.94		0.00	0	
	Desc:										
	11	602-00-2055		Med/Life Insurance Payable			50.98		0.00	0	
	Desc:										
<b>13964</b>	<b>98</b>	<b>CIS</b>	<b>3</b>	<b>PR1458</b>	<b>Yes</b>	<b>2024</b>	<b>4</b>	<b>10/15/2023</b>	<b>10/15/2023</b>		<b>\$11,172.14</b>
	Desc:	<b>Payroll from 10/1/2023 to 10/15/2023</b>									
	<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
	1	100-00-2030		Payroll Taxes Payable		175.81	0.00	0			
	Desc:										
	2	100-00-2055		Med/Life Insurance Payable		1,313.09	0.00	0			
	Desc:										
	3	100-10-2030		Payroll Taxes Payable		22.35	0.00	0			
	Desc:										
	4	100-10-2055		Med/Life Insurance Payable		96.55	0.00	0			
	Desc:										
	5	100-30-2030		Payroll Taxes Payable		249.52	0.00	0			
	Desc:										
	6	100-30-2055		Med/Life Insurance Payable		1,383.34	0.00	0			
	Desc:										
	7	100-50-2030		Payroll Taxes Payable		12.21	0.00	0			
	Desc:										
	8	100-50-2055		Med/Life Insurance Payable		85.81	0.00	0			
	Desc:										
	9	200-00-2030		Payroll Taxes Payable		130.76	0.00	0			
	Desc:										
	10	200-00-2055		Med/Life Insurance Payable		986.60	0.00	0			
	Desc:										
	11	600-00-2030		Payroll Taxes Payable		301.16	0.00	0			
	Desc:										
	12	600-00-2055		Med/Life Insurance Payable		2,295.80	0.00	0			
	Desc:										
	13	601-00-2030		Payroll Taxes Payable		111.52	0.00	0			
	Desc:										
	14	601-00-2055		Med/Life Insurance Payable		862.06	0.00	0			
	Desc:										
	15	602-00-2030		Payroll Taxes Payable		384.88	0.00	0			
	Desc:										
	16	602-00-2055		Med/Life Insurance Payable		2,760.68	0.00	0			
	Desc:										
<b>13965</b>	<b>189</b>	<b>Oregon PERS</b>	<b>3</b>	<b>PR1458</b>	<b>Yes</b>	<b>2024</b>	<b>4</b>	<b>10/15/2023</b>	<b>10/15/2023</b>		<b>\$7,930.40</b>
	Desc:	<b>Payroll from 10/1/2023 to 10/15/2023</b>									
	<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>	
	1	100-00-2040		Retirement Payable		1,413.05	0.00	0			
	Desc:										
	2	100-30-2040		Retirement Payable		1,150.47	0.00	0			
	Desc:										
	3	200-00-2040		Retirement Payable		638.08	0.00	0			
	Desc:										



**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	4	600-00-2040		Retirement Payable			1,575.17		0.00	0	
	Desc:										
	5	601-00-2040		Retirement Payable			760.86		0.00	0	
	Desc:										
	6	602-00-2040		Retirement Payable			2,392.77		0.00	0	
	Desc:										
13966	190	Oregon Department of Jus	3	PR1458	Yes	2024	4	10/15/2023	10/15/2023		\$92.50
	Desc: Payroll from 10/1/2023 to 10/15/2023										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	100-00-2050		Garnishments Payable			0.93	0.00	0		
	Desc:										
	2	200-00-2050		Garnishments Payable			0.93	0.00	0		
	Desc:										
	3	600-00-2050		Garnishments Payable			9.25	0.00	0		
	Desc:										
	4	601-00-2050		Garnishments Payable			1.85	0.00	0		
	Desc:										
	5	602-00-2050		Garnishments Payable			79.54	0.00	0		
	Desc:										
13967	1	Oregon Department of Rev	3	PR1457	Yes	2024	4	10/15/2023	10/15/2023		\$57.55
	Desc: Payroll from 9/1/2023 to 9/30/2023										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	100-30-2030		Payroll Taxes Payable			57.55	0.00	0		
	Desc:										
13968	2	U.S. Department of the Tre	3	PR1457	Yes	2024	4	10/15/2023	10/15/2023		\$344.65
	Desc: Payroll from 9/1/2023 to 9/30/2023										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	100-30-2030		Payroll Taxes Payable			344.65	0.00	0		
	Desc:										
13969	189	Oregon PERS	3	PR1457	Yes	2024	4	10/15/2023	10/15/2023		\$16.44
	Desc: Payroll from 9/1/2023 to 9/30/2023										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	100-30-2040		Retirement Payable			16.44	0.00	0		
	Desc:										
13971	346	H.D. Fowler	3	O7953207	Yes	2024	4	10/17/2023	10/20/2023		\$1,548.24
	Desc: Supplies										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	600-00-6130		Customer Meters & Supplies			1,548.24	0.00	0		
	Desc: Customer Meters & Supplies										
13972	245	Tillamook County Creamer	3	578910	Yes	2024	4	10/17/2023	10/30/2023		\$325.00
	Desc: Supplies										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	601-00-6135		Chemical/Lab Supplies			325.00	0.00	0		
	Desc: Chemical/Lab Supplies										
13973	245	Tillamook County Creamer	3	579178	Yes	2024	4	10/17/2023	10/30/2023		\$400.00
	Desc: Supplies										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	601-00-6135		Chemical/Lab Supplies			400.00	0.00	0		
	Desc: Chemical/Lab Supplies										
13974	173	Boyd's Implement Service	3	01-29948	Yes	2024	4	10/17/2023	10/30/2023		\$1,917.98
	Desc: Repairs										
	Line	Account Number		AP Amount			Liq Amount	Project	Task	Category	
	1	600-00-6335		Vehicle Repairs & Maintenan			639.33	0.00	0		
	Desc: Vehicle Repairs & Maintenance										

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	2	601-00-6335		Vehicle Repairs & Maintenan			639.33		0.00	0	
	Desc:	Vehicle Repairs & Maintenance									1099
	3	602-00-6335		Vehicle Repairs & Maintenan			639.32		0.00	0	
	Desc:	Vehicle Repairs & Maintenance									1099
13975	114	Rosenberg Builders Suppl	3	2310-608203	Yes	2024	4	10/17/2023	10/30/2023		\$45.20
	Desc:	Supplies									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	600-00-6105		Office Supplies & Equipment		12.99	0.00	0			
	Desc:	Office Supplies & Equipment									
	2	100-50-6995		Feasibility Studies / Projects		32.21	0.00	0			
	Desc:	Feasibility Studies / Projects									
13976	114	Rosenberg Builders Suppl	3	2310-608286	Yes	2024	4	10/17/2023	10/30/2023		\$89.54
	Desc:	Supplies									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	100-50-8300		Improvements Other Than Bu		89.54	0.00	7	1	EXP	
	Desc:	Improvements Other Than Buildings									
13977	739	Power Systems West	3	SI2361003461	Yes	2024	4	10/17/2023	10/30/2023		\$927.50
	Desc:	Maintenance									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	602-00-6345		Operational Equipment & Re		927.50	0.00	0			
	Desc:	Operational Equipment & Repairs									
13978	739	Power Systems West	3	SI2361003463	Yes	2024	4	10/17/2023	10/30/2023		\$654.52
	Desc:	Maintenance									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	600-00-6345		Operational Equipment & Re		654.52	0.00	0			
	Desc:	Operational Equipment & Repairs									
13979	739	Power Systems West	3	SI2361003464	Yes	2024	4	10/17/2023	10/30/2023		\$973.70
	Desc:	Maintenance									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	601-00-6345		Operational Equipment & Re		973.70	0.00	0			
	Desc:	Operational Equipment & Repairs									
13980	570	Correct Equipment, Inc	3	49976	Yes	2024	4	10/17/2023	10/30/2023		\$1,002.40
	Desc:	Supplies									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	600-00-6130		Customer Meters & Supplies		1,002.40	0.00	0			
	Desc:	Customer Meters & Supplies									
13981	97	Country Media	3	651309	Yes	2024	4	10/17/2023	10/30/2023		\$119.35
	Desc:	Advertising									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	100-10-6825		Advertising/Publishing		119.35	0.00	0			
	Desc:	Advertising/Publishing									
13982	831	Local Government Law Gr	3	67491	Yes	2024	4	10/17/2023	10/30/2023		\$822.50
	Desc:	Legal									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	100-30-6220		Legal Fees		822.50	0.00	0			
	Desc:	Legal Fees									1099
13983	2	U.S. Department of the Tre	3	CP276B-Q2 202	Yes	2024	4	10/17/2023	10/17/2023		\$367.18
	Desc:	tax									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
	1	100-10-5205		Employer FICA Taxes		367.18	0.00	0			
	Desc:	Employer FICA Taxes									
13984	12	DEQ/Business Office	3	WQ24DOM-0870	Yes	2024	4	10/17/2023	10/30/2023		\$2,748.00
	Desc:	DEQ permit									
	Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	1	602-00-6855		Permit Fees			2,748.00		0.00	0	
	Desc:	Permit Fees									
13985	145	U.S. Bank	3	Oct Visa 2023	Yes	2024	4	10/19/2023	10/20/2023		\$5,651.86
	Desc:	Visa bill									
	Line	Account Number		AP Amount		Liq Amount	Project	Task	Category		
	1	100-10-6105		Office Supplies & Equipment		228.10	0.00	0			
	Desc:	Office Supplies & Equipment									
	2	100-10-6105		Office Supplies & Equipment		38.00	0.00	0			
	Desc:	Office Supplies & Equipment									
	3	600-00-6860		Computers/Software/Service		79.96	0.00	0			
	Desc:	Computers/Software/Services									
	4	601-00-6860		Computers/Software/Service		79.96	0.00	0			
	Desc:	Computers/Software/Services									
	5	602-00-6860		Computers/Software/Service		79.96	0.00	0			
	Desc:	Computers/Software/Services									
	6	100-30-6105		Office Supplies & Equipment		9.00	0.00	0			
	Desc:	Office Supplies & Equipment									
	7	100-30-6345		Operational Equipment & Re		197.97	0.00	0			
	Desc:	Operational Equipment & Repairs									
	8	100-30-6345		Operational Equipment & Re		197.97	0.00	0			
	Desc:	Operational Equipment & Repairs									
	9	100-30-6350		Personal Protective Equipme		97.95	0.00	0			
	Desc:	Personal Protective Equipment									
	10	100-30-6350		Personal Protective Equipme		63.41	0.00	0			
	Desc:	Personal Protective Equipment									
	11	100-30-6410		Training		395.00	0.00	0			
	Desc:	Training									
	12	100-30-6405		Dues & Subscriptions		129.21	0.00	0			
	Desc:	Dues & Subscriptions									
	13	100-30-6345		Operational Equipment & Re		7.77	0.00	0			
	Desc:	Operational Equipment & Repairs									
	14	100-30-6990		Other Miscellaneous Expens		67.80	0.00	0			
	Desc:	Other Miscellaneous Expenses									
	15	100-30-6345		Operational Equipment & Re		180.38	0.00	0			
	Desc:	Operational Equipment & Repairs									
	16	100-30-6990		Other Miscellaneous Expens		104.47	0.00	0			
	Desc:	Other Miscellaneous Expenses									
	17	100-30-6990		Other Miscellaneous Expens		399.60	0.00	0			
	Desc:	Other Miscellaneous Expenses									
	18	600-00-6345		Operational Equipment & Re		102.75	0.00	0			
	Desc:	Operational Equipment & Repairs									
	19	601-00-6345		Operational Equipment & Re		102.75	0.00	0			
	Desc:	Operational Equipment & Repairs									
	20	602-00-6345		Operational Equipment & Re		102.75	0.00	0			
	Desc:	Operational Equipment & Repairs									
	21	600-00-6830		Janitorial Services		5.32	0.00	0			
	Desc:	Janitorial Services									
	22	601-00-6830		Janitorial Services		5.32	0.00	0			
	Desc:	Janitorial Services									
	23	602-00-6830		Janitorial Services		5.31	0.00	0			
	Desc:	Janitorial Services									
	24	100-10-6305		Building Repairs & Maintenanc		99.99	0.00	0			
	Desc:	Building Repairs & Maintenance									

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	25	100-10-6105		Office Supplies & Equipment			141.98		0.00	0	
	Desc:	Office Supplies & Equipment									
	26	100-10-6105		Office Supplies & Equipment			40.13		0.00	0	
	Desc:	Office Supplies & Equipment									
	27	100-10-6405		Dues & Subscriptions			149.90		0.00	0	
	Desc:	Dues & Subscriptions									
	28	100-70-6410		Training			749.00		0.00	0	
	Desc:	Training									
	29	600-00-6125		Shop Supplies & Small Tools			174.32		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	30	601-00-6125		Shop Supplies & Small Tools			174.32		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	31	602-00-6125		Shop Supplies & Small Tools			174.33		0.00	0	
	Desc:	Shop Supplies & Small Tools									
	32	100-50-6305		Building Repairs & Maintenanc			20.00		0.00	0	
	Desc:	Building Repairs & Maintenance									
	33	200-00-6315		Street Repairs & Maintenanc			61.30		0.00	5	CSLFRF EXP
	Desc:	Street Repairs & Maintenance									
	34	200-00-6315		Street Repairs & Maintenanc			130.90		0.00	5	CSLFRF EXP
	Desc:	Street Repairs & Maintenance									
	35	200-00-6105		Office Supplies & Equipment			77.06		0.00	0	
	Desc:	Office Supplies & Equipment									
	36	600-00-6105		Office Supplies & Equipment			77.06		0.00	0	
	Desc:	Office Supplies & Equipment									
	37	601-00-6105		Office Supplies & Equipment			77.06		0.00	0	
	Desc:	Office Supplies & Equipment									
	38	602-00-6105		Office Supplies & Equipment			77.07		0.00	0	
	Desc:	Office Supplies & Equipment									
	39	602-00-6860		Computers/Software/Service			430.00		0.00	0	
	Desc:	Computers/Software/Services									
	40	600-00-6140		Fuel/Lubes/Etc.			20.05		0.00	0	
	Desc:	Fuel/Lubes/Etc.									
	41	601-00-6140		Fuel/Lubes/Etc.			20.05		0.00	0	
	Desc:	Fuel/Lubes/Etc.									
	42	602-00-6140		Fuel/Lubes/Etc.			20.04		0.00	0	
	Desc:	Fuel/Lubes/Etc.									
	43	100-10-6860		Computers/Software/Service			15.99		0.00	0	
	Desc:	Computers/Software/Services									
	44	100-30-6405		Dues & Subscriptions			14.99		0.00	0	
	Desc:	Dues & Subscriptions									
	45	100-30-6405		Dues & Subscriptions			2.99		0.00	0	
	Desc:	Dues & Subscriptions									
	46	600-00-6105		Office Supplies & Equipment			7.99		0.00	0	
	Desc:	Office Supplies & Equipment									
	47	100-30-6350		Personal Protective Equipme			176.00		0.00	0	
	Desc:	Personal Protective Equipment									
	48	100-10-6105		Office Supplies & Equipment			38.63		0.00	0	
	Desc:	Office Supplies & Equipment									
<b>13986</b>	<b>139</b>	<b>Tillamook County Commu</b>	<b>3</b>	<b>Q3 2023 TLT</b>	<b>Yes</b>	<b>2024</b>	<b>4</b>	<b>10/19/2023</b>	<b>10/20/2023</b>		<b>\$46.51</b>
	Desc:	TLT tax - County									
	<b>Line</b>	<b>Account Number</b>				<b>AP Amount</b>		<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
	1	100-50-6145				Tourism		46.51	0.00	0	
	Desc:	Tourism									

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount	
13987	727	Impact Office Systems	3	IMP863-C286-1-I	Yes	2024 4		10/26/2023	11/5/2023		\$500.71	
		Desc: Copies										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-70-6240			500.71		0.00	0			
		Desc: Comprehensive Planning										
												1099
13988	315	Tillamook Complete Janito	3	2030	Yes	2024 4		10/26/2023	11/15/2023		\$850.00	
		Desc: Janitorial services										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6830			550.00		0.00	0			
		Desc: Janitorial Services										
												1099
		2	600-00-6830			100.00		0.00	0			
		Desc: Janitorial Services										
												1099
		3	601-00-6830			100.00		0.00	0			
		Desc: Janitorial Services										
												1099
		4	602-00-6830			100.00		0.00	0			
		Desc: Janitorial Services										
												1099
13989	98	CIS	3	PO-BAY-I2023-0	Yes	2024 4		10/26/2023	12/7/2023		\$306.02	
		Desc: Property insurance -adtnl bathrooms										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-6190			306.02		0.00	0			
		Desc: Other Supplies										
13990	1	Oregon Department of Rev	3	PR1467	Yes	2024 4		10/31/2023	10/31/2023		\$202.01	
		Desc: Payroll from 10/16/2023 to 10/31/2023										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-30-2030			202.01		0.00	0			
		Desc:										
13991	2	U.S. Department of the Tre	3	PR1467	Yes	2024 4		10/31/2023	10/31/2023		\$661.72	
		Desc: Payroll from 10/16/2023 to 10/31/2023										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-30-2030			661.72		0.00	0			
		Desc:										
13992	1	Oregon Department of Rev	3	PR1466	Yes	2024 4		10/31/2023	10/31/2023		\$2,768.54	
		Desc: Payroll from 10/16/2023 to 10/31/2023										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	
		1	100-00-2030			350.66		0.00	0			
		Desc:										
		2	100-10-2030			124.08		0.00	0			
		Desc:										
		3	100-30-2030			503.06		0.00	0			
		Desc:										
		4	100-50-2030			20.90		0.00	0			
		Desc:										
		5	200-00-2030			262.21		0.00	0			
		Desc:										
		6	600-00-2030			558.80		0.00	0			
		Desc:										
		7	601-00-2030			269.32		0.00	0			
		Desc:										
		8	602-00-2030			679.51		0.00	0			
		Desc:										
13993	2	U.S. Department of the Tre	3	PR1466	Yes	2024 4		10/31/2023	10/31/2023		\$9,839.23	
		Desc: Payroll from 10/16/2023 to 10/31/2023										
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category	



**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	4	100-10-2055		Med/Life Insurance Payable			96.55		0.00	0	
		Desc:									
	5	100-30-2030		Payroll Taxes Payable			249.52		0.00	0	
		Desc:									
	6	100-30-2055		Med/Life Insurance Payable			1,383.34		0.00	0	
		Desc:									
	7	100-50-2030		Payroll Taxes Payable			12.21		0.00	0	
		Desc:									
	8	100-50-2055		Med/Life Insurance Payable			85.81		0.00	0	
		Desc:									
	9	200-00-2030		Payroll Taxes Payable			130.76		0.00	0	
		Desc:									
	10	200-00-2055		Med/Life Insurance Payable			986.60		0.00	0	
		Desc:									
	11	600-00-2030		Payroll Taxes Payable			298.78		0.00	0	
		Desc:									
	12	600-00-2055		Med/Life Insurance Payable			2,276.06		0.00	0	
		Desc:									
	13	601-00-2030		Payroll Taxes Payable			111.51		0.00	0	
		Desc:									
	14	601-00-2055		Med/Life Insurance Payable			862.04		0.00	0	
		Desc:									
	15	602-00-2030		Payroll Taxes Payable			387.19		0.00	0	
		Desc:									
	16	602-00-2055		Med/Life Insurance Payable			2,780.39		0.00	0	
		Desc:									
<b>13996</b>	<b>189</b>	<b>Oregon PERS</b>	<b>3</b>	<b>PR1466</b>	<b>Yes</b>	<b>2024</b>	<b>4</b>	<b>10/31/2023</b>	<b>10/31/2023</b>		<b>\$8,014.47</b>
		Desc:		<b>Payroll from 10/16/2023 to 10/31/2023</b>							
		<b>Line</b>		<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1		100-00-2040			1,446.68	0.00	0		
		Desc:		Retirement Payable							
		2		100-30-2040			1,154.68	0.00	0		
		Desc:		Retirement Payable							
		3		200-00-2040			641.44	0.00	0		
		Desc:		Retirement Payable							
		4		600-00-2040			1,571.38	0.00	0		
		Desc:		Retirement Payable							
		5		601-00-2040			775.15	0.00	0		
		Desc:		Retirement Payable							
		6		602-00-2040			2,425.14	0.00	0		
		Desc:		Retirement Payable							
<b>13997</b>	<b>190</b>	<b>Oregon Department of Jus</b>	<b>3</b>	<b>PR1466</b>	<b>Yes</b>	<b>2024</b>	<b>4</b>	<b>10/31/2023</b>	<b>10/31/2023</b>		<b>\$92.50</b>
		Desc:		<b>Payroll from 10/16/2023 to 10/31/2023</b>							
		<b>Line</b>		<b>Account Number</b>			<b>AP Amount</b>	<b>Liq Amount</b>	<b>Project</b>	<b>Task</b>	<b>Category</b>
		1		100-00-2050			0.93	0.00	0		
		Desc:		Garnishments Payable							
		2		200-00-2050			0.93	0.00	0		
		Desc:		Garnishments Payable							
		3		600-00-2050			9.25	0.00	0		
		Desc:		Garnishments Payable							
		4		601-00-2050			1.85	0.00	0		
		Desc:		Garnishments Payable							
		5		602-00-2050			79.54	0.00	0		
		Desc:		Garnishments Payable							

**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount																																																																													
13998	114	Rosenberg Builders Suppl	3	2310-614971	Yes	2024 4		10/31/2023	11/5/2023		\$7.22																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>600-00-6125 Shop Supplies &amp; Small Tools</td> <td>2.41</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Shop Supplies &amp; Small Tools</td> </tr> <tr> <td>2</td> <td>601-00-6125 Shop Supplies &amp; Small Tools</td> <td>2.41</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Shop Supplies &amp; Small Tools</td> </tr> <tr> <td>3</td> <td>602-00-6125 Shop Supplies &amp; Small Tools</td> <td>2.40</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Shop Supplies &amp; Small Tools</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	600-00-6125 Shop Supplies & Small Tools	2.41	0.00	0			Desc: Shop Supplies & Small Tools							2	601-00-6125 Shop Supplies & Small Tools	2.41	0.00	0			Desc: Shop Supplies & Small Tools							3	602-00-6125 Shop Supplies & Small Tools	2.40	0.00	0			Desc: Shop Supplies & Small Tools																																		
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	600-00-6125 Shop Supplies & Small Tools	2.41	0.00	0																																																																																				
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2	601-00-6125 Shop Supplies & Small Tools	2.41	0.00	0																																																																																				
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3	602-00-6125 Shop Supplies & Small Tools	2.40	0.00	0																																																																																				
Desc: Shop Supplies & Small Tools																																																																																								
13999	114	Rosenberg Builders Suppl	3	2310-615261	Yes	2024 4		10/31/2023	11/5/2023		\$190.45																																																																													
Desc: Bike kiosk																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-50-8300 Improvements Other Than Bu</td> <td>190.45</td> <td>0.00</td> <td>7</td> <td>1</td> <td>EXP</td> </tr> <tr> <td colspan="7">Desc: Improvements Other Than Buildings</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-50-8300 Improvements Other Than Bu	190.45	0.00	7	1	EXP	Desc: Improvements Other Than Buildings																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-50-8300 Improvements Other Than Bu	190.45	0.00	7	1	EXP																																																																																		
Desc: Improvements Other Than Buildings																																																																																								
14000	796	Pacific Office Automation	3	711684	Yes	2024 4		10/31/2023	11/5/2023		\$378.26																																																																													
Desc: phone service																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>600-00-6620 Telecommunications</td> <td>26.81</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Telecommunications</td> </tr> <tr> <td>2</td> <td>601-00-6620 Telecommunications</td> <td>26.81</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Telecommunications</td> </tr> <tr> <td>3</td> <td>602-00-6620 Telecommunications</td> <td>26.81</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Telecommunications</td> </tr> <tr> <td>4</td> <td>100-10-6620 Telecommunications</td> <td>178.70</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Telecommunications</td> </tr> <tr> <td>5</td> <td>100-30-6620 Telecommunications</td> <td>119.13</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Telecommunications</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	600-00-6620 Telecommunications	26.81	0.00	0			Desc: Telecommunications							2	601-00-6620 Telecommunications	26.81	0.00	0			Desc: Telecommunications							3	602-00-6620 Telecommunications	26.81	0.00	0			Desc: Telecommunications							4	100-10-6620 Telecommunications	178.70	0.00	0			Desc: Telecommunications							5	100-30-6620 Telecommunications	119.13	0.00	0			Desc: Telecommunications						
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	600-00-6620 Telecommunications	26.81	0.00	0																																																																																				
Desc: Telecommunications																																																																																								
2	601-00-6620 Telecommunications	26.81	0.00	0																																																																																				
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3	602-00-6620 Telecommunications	26.81	0.00	0																																																																																				
Desc: Telecommunications																																																																																								
4	100-10-6620 Telecommunications	178.70	0.00	0																																																																																				
Desc: Telecommunications																																																																																								
5	100-30-6620 Telecommunications	119.13	0.00	0																																																																																				
Desc: Telecommunications																																																																																								
14002	956	911 Supply Public Safety	3	INV-1-36999	Yes	2024 4		10/31/2023	11/5/2023		\$87.50																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-30-6350 Personal Protective Equipme</td> <td>87.50</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Personal Protective Equipment</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-30-6350 Personal Protective Equipme	87.50	0.00	0			Desc: Personal Protective Equipment																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-30-6350 Personal Protective Equipme	87.50	0.00	0																																																																																				
Desc: Personal Protective Equipment																																																																																								
14003	956	911 Supply Public Safety	3	INV-1-36556	Yes	2024 4		10/31/2023	11/5/2023		\$22.49																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-30-6350 Personal Protective Equipme</td> <td>22.49</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Personal Protective Equipment</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-30-6350 Personal Protective Equipme	22.49	0.00	0			Desc: Personal Protective Equipment																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-30-6350 Personal Protective Equipme	22.49	0.00	0																																																																																				
Desc: Personal Protective Equipment																																																																																								
14004	956	911 Supply Public Safety	3	INV-1-36557	Yes	2024 4		10/31/2023	11/5/2023		\$22.49																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-30-6350 Personal Protective Equipme</td> <td>22.49</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Personal Protective Equipment</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-30-6350 Personal Protective Equipme	22.49	0.00	0			Desc: Personal Protective Equipment																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-30-6350 Personal Protective Equipme	22.49	0.00	0																																																																																				
Desc: Personal Protective Equipment																																																																																								
14005	956	911 Supply Public Safety	3	INV-1-36558	Yes	2024 4		10/31/2023	11/5/2023		\$195.69																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-30-6350 Personal Protective Equipme</td> <td>195.69</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Personal Protective Equipment</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-30-6350 Personal Protective Equipme	195.69	0.00	0			Desc: Personal Protective Equipment																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-30-6350 Personal Protective Equipme	195.69	0.00	0																																																																																				
Desc: Personal Protective Equipment																																																																																								
14006	177	Cascade Fire Equipment C	3	INV5365	Yes	2024 4		10/31/2023	11/5/2023		\$362.12																																																																													
Desc: Supplies																																																																																								
<table border="1"> <thead> <tr> <th>Line</th> <th>Account Number</th> <th>AP Amount</th> <th>Liq Amount</th> <th>Project</th> <th>Task</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>100-30-6345 Operational Equipment &amp; Re</td> <td>362.12</td> <td>0.00</td> <td>0</td> <td></td> <td></td> </tr> <tr> <td colspan="7">Desc: Operational Equipment &amp; Repairs</td> </tr> </tbody> </table>												Line	Account Number	AP Amount	Liq Amount	Project	Task	Category	1	100-30-6345 Operational Equipment & Re	362.12	0.00	0			Desc: Operational Equipment & Repairs																																																														
Line	Account Number	AP Amount	Liq Amount	Project	Task	Category																																																																																		
1	100-30-6345 Operational Equipment & Re	362.12	0.00	0																																																																																				
Desc: Operational Equipment & Repairs																																																																																								



**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
14007	739	Power Systems West	3	SI2361003465	Yes	2024 4		10/31/2023	11/5/2023		\$815.52
		Desc: Maintenance									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6140		Fuel/Lubes/Etc.	815.52	0.00	0			
		Desc: Fuel/Lubes/Etc.									
14008	1008	Zuercher Plumbing	3	5845	Yes	2024 4		10/31/2023	11/5/2023		\$240.00
		Desc: Maintenance									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6305		Building Repairs & Maintenan	240.00	0.00	0			
		Desc: Building Repairs & Maintenance									
14009	206	Burden's Muffler, Towing	3	67995	Yes	2024 4		10/31/2023	11/5/2023		\$510.00
		Desc: Vehicle Maintenance									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6345		Operational Equipment & Re	510.00	0.00	0			
		Desc: Operational Equipment & Repairs									
14010	177	Cascade Fire Equipment C	3	INV5576	Yes	2024 4		10/31/2023	11/5/2023		\$340.86
		Desc: PPE									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6350		Personal Protective Equipme	340.86	0.00	0			
		Desc: Personal Protective Equipment									
14011	39	Bay City Firefighters Asso	3	23-10-1	Yes	2024 4		10/31/2023	11/5/2023		\$100.00
		Desc: Dues									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6405		Dues & Subscriptions	100.00	0.00	0			
		Desc: Dues & Subscriptions									
14012	39	Bay City Firefighters Asso	3	INV26541	Yes	2024 4		10/31/2023	11/5/2023		\$202.60
		Desc: Supplies									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6350		Personal Protective Equipme	202.60	0.00	0			
		Desc: Personal Protective Equipment									
14013	956	911 Supply Public Safety	3	INV-1-36861	Yes	2024 4		10/31/2023	11/5/2023		\$522.96
		Desc: PPE									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6350		Personal Protective Equipme	522.96	0.00	0			
		Desc: Personal Protective Equipment									
14014	963	Department of Public Safet	3	ARF75191	Yes	2024 4		10/31/2023	11/5/2023		\$46.25
		Desc: Fingerprints									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6220		Legal Fees	46.25	0.00	0			
		Desc: Legal Fees									
14015	122	Sheldon Oil	3	INV-097393	Yes	2024 4		10/31/2023	11/5/2023		\$483.87
		Desc: Fuel									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6140		Fuel/Lubes/Etc.	483.87	0.00	0			
		Desc: Fuel/Lubes/Etc.									
14016	122	Sheldon Oil	3	INV-098984	Yes	2024 4		10/31/2023	11/5/2023		\$150.65
		Desc: Fuel									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	
		1	100-30-6140		Fuel/Lubes/Etc.	150.65	0.00	0			
		Desc: Fuel/Lubes/Etc.									
14017	120	Seawestern	3	INV26689	Yes	2024 4		10/31/2023	11/5/2023		\$325.00
		Desc: Supplies									
		Line	Account Number			AP Amount	Liq Amount	Project	Task	Category	



**A/P Control Report**

for user asystadmin from 10/1/2023 to 10/31/2023

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
				<b>Fund 100 Total</b>			41,058.91		0.00		
				<b>Fund 200 Total</b>			95,013.65		0.00		
				<b>Fund 600 Total</b>			18,694.76		0.00		
				<b>Fund 601 Total</b>			12,956.06		0.00		
				<b>Fund 602 Total</b>			329,868.55		0.00		
				<b>Grand Total</b>			497,591.93		0.00		

# Memorandum

**To:** Interim Mayor Kathy Baker and Bay City Council

**From:** Debbie Pohs TLT Committee Secretary

**Date:** 11/1/2023

**Re:** TLT Advisory Committee Recommendations

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The TLT Advisory Committee is recommending members of the City Council approve the following item:

TLT Grant Application for the Bay City Booster Club in the amount of \$525.00 for Christmas Lighting and Decorations city wide.



## TLT GRANT APPLICATION

Date Submitted: September 28, 2023  
Name of Project: Christmas Lighting & Decorations City Wide  
Location of Project: Bay City, Oregon  
Funding Amount Requested: 525.00 Project Total Cost: 700.00  
Applicant Name (person): Gloria Wiechmann Bay City Booster president  
Name of Organization: Bay City Booster Club  
Relationship of Applicant to Organization: President  
Phone Number: 503-300-0141 541-647-8965  
Email Address: Kodiak.gloria.5@gmail Website: \_\_\_\_\_

---

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

*See attached #1*

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

*See attached #2*

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

See attached #3

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

See attached #4

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

Applicant's Signature: Gloria Weichman President

Signature/Title/Organization of all Confirmed Partners: Bay City Booster Club

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

**Agreement to Receive/Use Bay City TLT Committee Grant Funds**

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

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

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

Name: Gloria Wiechmann Title: President

Organization: Bay City Booster Club, Bay City, Oregon

Address: P.O. Box 3133 Bay City, Oregon 97107

Project: Christmas Lighting & Seasonal Decorations

Signature: Gloria Wiechmann

Email: Kodiakgloria5@gmail.com Phone: 503-306-0141  
541-647-8965 cell

1.

For the past several years the Bay City Booster Club, an all volunteer organization, has purchased and displayed Christmas lighting and decorations throughout our beautiful city. These displays have been funded mainly from club money raising activities such as our annual rummage sale, along with private donations within the organization. The community, being clearly visible from highway 101, affords a prime opportunity to attract those who would normally pass by to be drawn into the area to enjoy the seasonal festivities. Taking the time to dine, pick up groceries, or perhaps enjoying a musical performance at the art center. The home decoration and light parade sponsored by this organization is advertised in the local newspaper and on local radio.

2.

The Bay City Booster Club provides all of the city Christmas lighting and decorations. Along with the cooperation of PUD and Bay City public works crews assisting in placing these items, our volunteers spend many hours making this public attraction available. Advertising in the local news paper and on the local radio station creates awareness in other communities around the area and provides information for visiting tourists, thus bringing in people outside our community.

3.

The Christmas season is a time for families to enjoy whatever activities are provided throughout this beautiful part of our state. Having colorful decorations and buildings brightly lit with seasonal adornment always grabs the attention of those near by, and has the ability to draw people into the area as they travel on the highway. Children are especially attracted to festive lighting which brings families into the city. Our group places these attractions on local businesses, the Post Office, Fire Department, and at the city park. We receive feedback from these entities that visitors do come into their places of business and make comment on this project. This shows an influence for increased customer activity for our local businesses.

4.

Bay City Booster has 1 main source of funding for the organization. Annually in August we hold a rummage sale which is well supported by this community. A portion of this money is donated each year our Secret Angel program supporting families in need with their water/sewer bills. Any funds left over are dedicated to other activities such as the Christmas lighting. We do occasionally also raffle a flower basket in the spring, which adds to our fund raising efforts. We are a small organization of active volunteers dedicated to making our city a place where locals and visitors are able to enjoy being part of Bay City, Oregon.



# **CITY OF BAY CITY TLT GRANT APPLICATION**

## **2023 BAY CITY BOOSTER CLUB OF BAY CITY, OREGON REQUEST FOR FUNDING FOR CHRISTMAS LIGHTING**

**PO BOX 3133 BAY CITY, OREGON 97107  
Gloria Wiechmann president 503-300-0141 541-647-8965  
kodiqkgloria5@gmail**

**organization is a 501c3 non profit, registered in state of Oregon  
EIN #83-0931782**

**requesting \$<sup>25</sup>500.00 for Christmas lighting and decoration  
funding assistance for the community.**

Bay City Booster Club, formed in 1922, is a volunteer organization created to support projects for the citizens of Bay City. Donations of volunteer time and monetary giving have helped with activities such as park equipment, local library support, and beautification committee work planting and maintaining flower baskets within the community. Christmas lighting and seasonal decorating are also provided and placed by the club. There is a parade and home decorating contest sponsored as well to bring visitors into the city to enjoy the festivities.

The purpose of this financial request is to assist the group in our endeavor to draw tourists and those outside our community . There are only a few cities along the coast highway that do any substantial holiday decorating. We are clearly seen from highway 101 and therefore are able to attract out of town guests.

We place lighting on businesses, fire department, the park, art center, and the post office.

If this request is granted we will be able to significantly increase this service to our beautiful community.

Thank you for your consideration of this opportunity to serve.



## BAY CITY FIRE AND RESCUE

FF-EMT Evan Saindon  
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: [esaindon@ci.bay-city.or.us](mailto:esaindon@ci.bay-city.or.us)  
Phone: (503) 812-2622  
Office: (503) 377-2179

Dear TLT committee,

I am writing to express my wholehearted support for the Bay City Booster Club's ambitious proposal to secure funding for the acquisition of additional holiday lighting within the City of Bay City

Traditionally, the Bay City Fire Department has been recognized for their commitment to fostering holiday spirit through the adornment of their premises with festive lighting. Year after year, this tradition has drawn admiration from both tourists and members of our local community. Holiday lighting, with its captivating allure, has consistently served as an eye-catching spectacle, symbolizing the warmth and unity of our city during the festive season.

The Bay City Booster Club's plan to extend the illumination to other locations, such as The Bay City Kitchen, the newly established Mural on the City Hall, and potentially including the Dump Station, represents a visionary endeavor. This initiative has the potential to captivate the attention of the multitude of tourists traversing Highway 101, who often bypass our community. The enhanced visual appeal and inviting ambiance created by these additional lighting installations will undoubtedly pique the curiosity of passersby, prompting them to venture into our city.

The resulting influx of tourists into Bay City, drawn by the allure of these festive displays, is poised to have a positive impact on our community. These visitors, eager to explore the unique offerings of our city, are likely to patronize local businesses, thus boosting our local economy.

Considering these anticipated benefits, I wholeheartedly endorse the Bay City Booster Club's request for funding to support their noble initiative. It is my firm belief that this endeavor will not only continue to enhance the holiday spirit within our community but will also serve as a catalyst for economic growth, solidifying Bay City's position as a welcoming and vibrant destination.

I kindly request that you consider this letter as a testament to the significance of the Bay City Booster Club's mission. Their dedication to promoting a sense of community, fostering holiday spirit, and driving economic prosperity is commendable and worthy of support.

Thank you for your attention to this matter, and I am optimistic that our collective efforts will contribute to a brighter and more prosperous future for the City of Bay City.

Sincerely,

  
Evan Saindon

September 26, 2023

Bay City Transient Lodging Committee

In support of the Bay City Booster Grant Application for Holiday Lighting

Dear Committee Members,

I would like to take this opportunity to voice my support of this grant application for Christmas lighting and supporting hardware.

The holiday lighting has been a community tradition for many decades. In the past, private donations of time, materials and money have been supplemented with City funds, our Public Works staff and Fire Department volunteers to assure this tradition continues and grows.

Our local short term rental partners continue to provide lodging opportunities, bringing out of town folks to our local businesses and attractions during the holiday season. I feel the holiday displays supported by this grant would enhance the welcoming feel of our town, not only for those STR visitors but extend to travelers passing by or stopping for a meal or to visit and add Bay City to their "let's come back for a visit" list.

Along with the completion of the City Hall Mural and the Wayfinding project, I believe the holiday lighting also plays a role in attracting new visitors to our community. While it may be difficult to quantify the individual effect, I expect travelers to pull into town to visit our displays, go through the neighborhoods to look at our homeowner displays and see that Bay City is a welcoming community worth visiting again,

The good work the Boosters do throughout the year shows a high level of dedication to our community. Awarding this grant will allow this dedicated effort to continue.

Thank you for your consideration,



Tom Imhoff

5660 Salem St.

Bay City, Oregon USA

PAT & LINDA VINING  
5120 MAIN  
BAY CITY, 97107 503-377-2257  
9-25-23

TO WHOM IT MAY CONCERN,

WE STRONGLY SUPPORT BAY CITY'S BOOSTER CLUB'S APPLICATION FOR A BAY CITY TLT GRANT TO PURCHASE HOLIDAY LIGHTING.

WE HAVE HOLIDAY LITE BAY CITY FOR THE LAST 5 YEARS AND HAVE GONE THROUGH A TRANSITION FROM JUST HOLIDAY LIGHTS TO HOLIDAY DISPLAYS.

CITY OF BAY CITY HAS WORKED WITH TILLAMOOK PUD TO PUT LIGHTED HOLIDAY DISPLAYS ON BAY CITY POWER POLES. BAY CITY BOOSTERS HAVE WORKED WITH BC ART CENTER, LOCAL BUSINESSES AND DECORATED BAY CITY HALL, PAUL AND BE. FIRE STATION.

WE WOULD LIKE TO EXPAND THE HOLIDAY LIGHTING TO INCLUDE BC. NEW RECREATION UTILITY SANITARY DUMP STATION, NEW BUSINESSES THAT CAN BE SEEN FROM HWY 101 AND HOLIDAY LIGHT THE NEW SIGNS TO HIGHLIGHT THE INFORMATION THEY PROVIDE.

WE FEEL THE MORE WE CAN HOLIDAY LIGHT CITY OF BAY CITY, ITS BUSINESSES, ITS PARKS, ITS NATURAL AREAS AND ITS RESTAURANTS THE MORE WE CAN ATTRACT TOURISTS, VACATIONERS AND SIGHT SEERS TO BAY CITY.

THANK YOU

Linda S. Vining  
GWP W/ (PAT)

**REVIEW:** Your application/project will be evaluated and weighed against other proposals utilizing the below Review Sheet below and also consider proposals within the context of the program's Overview requirements. All projects selected for funding must comply with the Guidelines, and Dates & Timelines.

Becky - supports the grant - votes yes by phone

Reviewer: Mark Harguth

Date: 10/19/2023

Reviewer Instructions: Please evaluate each application using the criteria provided. Also, please consider them within the context of the program's Overview as provided. All projects selected for funding must comply with the Dates & Timelines of this program.

Applicant:

Project:

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

MAX POINTS	Evaluation Criteria	Evaluators		Notes	Post Discussion Revised Score	
		Initial Score				
20	Likelihood of attracting visitors from outside the City		5			
20	Compatible with City priorities and guidelines		20			
15	Includes/involves multiple community/tourism partners		5			
15	Leverages additional dollars and/or community resources		15			
15	Project is self-sustaining, has growth potential, or is capacity		10			
15	Project has measurable or attainable increased tourism for the City		5			
100	Evaluator's Initial Scoring Total: <u>60</u>		Post Discussion Scoring Total: _____			

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

Reviewer: *Greg Sweeey*

Date: *10/19/23*

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

Applicant: *Glava Wiechmann*

Project: *Christmas lights & decorations*

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

MAX POINTS	Evaluation Criteria	Evaluators		Notes	Post Discussion Revised Score	
		Initial Score				
20	Likelihood of attracting visitors from outside the City		15		15	
20	Compatible with City priorities and guidelines		15		15	
15	Includes/involves multiple community/tourism partners		10		10	
15	Leverages additional dollars and/or community resources		10		10	
15	Project is self-sustaining, has growth potential, or is capacity		5		10	
15	Project has measurable or attainable increased tourism for the City		10		10	

100      Evaluator's Initial Scoring Total: 65      Post Discussion Scoring Total: 70

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

Reviewer: Jewis Bestly  
 Date: 10/19/2023

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

Applicant: Gloria Weechmann  
 Project: Christmas lights & decorations

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

MAX POINTS	Evaluation Criteria	Evaluators		Notes	Post Discussion Revised Score	
		Initial Score				
20	Likelihood of attracting visitors from outside the City		20	Late Christmas Light		
20	Compatible with City priorities and guidelines		20			
15	Includes/involves multiple community/tourism partners		15			
15	Leverages additional dollars and/or community resources		15			
15	Project is self-sustaining, has growth potential, or is capacity		15	AS LONG AS THEY WORK		
15	Project has measurable or attainable increased tourism for the City		10	I would drive through to see		
100	Evaluator's Initial Scoring Total: <u>95</u>		Post Discussion Scoring Total: _____			

NOT Available to VOTE

I am Vice Pres. OF BOOTERS



**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
Overflow Sewer and Stormwater GRANT AGREEMENT**

**Project Name: Patterson Creek Culvert Replacement**

**DEQ Agreement #: 025-24**

This Overflow Sewer and Stormwater Grant Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ), and City of Bay City (Recipient).

Recipient Data	DEQ Data
<p><b>Grant Administrator (Name &amp; Title):</b> David McCall City Manager</p> <p><b>Organization Name:</b> City of Bay City</p> <p><b>Street Address:</b> 5525 B Street / PO Box 3309 <b>City, State, Zip Code:</b> Bay City, OR 97107</p> <p><b>Phone:</b> 503-377-2288 <b>Email:</b> dmccall@ci.bay-city.or.us</p> <p><b>Taxpayer ID# :</b> 93-6002124 <b>UEI#:</b> KJWSD7S12CH4</p>	<p><b>Grant Administrator (Name &amp; Title):</b> Megan Hendrickson Program Analyst 2</p> <p><b>Organization Name:</b> Department of Environmental Quality</p> <p><b>Street Address:</b> 700 NE Multnomah Street, Suite 600 <b>City, State, Zip Code:</b> Portland, OR 97232-4100</p> <p><b>Phone:</b> 503-539-3295 <b>Email:</b> megan.hendrickson@deq.oregon.gov</p>

1. **General Terms and Conditions.** As a United States Environmental Protection Agency (EPA) grant awarded to the state of Oregon, the funds awarded under this agreement are federal in nature and as such, Recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later> Please note that EPA updated these terms and conditions to include coverage effective May 14, 2022 on the Build America, Buy America Act requirements (General Term and Condition #48). These terms and conditions are in addition to the assurance and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.
2. **Reporting Requirements.** Recipient agrees to comply with all reporting requirements required by EPA regulation (40 CFR part 35, 2 CFR part 200), and in accordance with 2 CFR § 200.329, Recipient agrees to report on key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the workplan; 2) the reasons for delays if established outputs or outcomes were not met; and 3) any additional pertinent information on environmental/public health results. Failure to comply with the above referenced requirements may result in a disruption of grantee funding and/or early termination of the grant agreement in accordance with 2 CFR part 200.
3. **Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it, or if approval by the Oregon Department of Justice (DOJ) is required, on the date it is approved by DOJ, whichever date is later (the Effective Date). Recipient agrees to complete the Project (described in Exhibit A) no later than **4/30/2025** (Project Completion Deadline) (the time period from the Effective Date through the Project Completion Deadline, the Project Period). Recipient must submit all invoices for disbursement of Grant funds under Section 7 no later than 45 days after the Project Completion Deadline (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
4. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, and Exhibit H that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 4 from the highest to lowest precedence.
5. **Grant Funds.** DEQ funding for this Agreement is an Overflow Sewer and Stormwater grant (CFDA 66.460) issued to DEQ by the EPA under Section 221 of the Clean Water Act. The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is **\$323,200** (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
6. **[Reserved]**
7. **Disbursements; Authorized Costs.**

a. This is a cost reimbursement grant and disbursements will be made only in accordance with the schedule and

requirements contained in this Section 7. The Grant funds may be used solely for authorized costs, as described in this Section 7. Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient will return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) business days after DEQ's written demand.

b. Recipient may request disbursement of Grant funds through submission of invoices at least quarterly but not more frequently than monthly. The invoices must describe all work performed on the Project with particularity, including by whom it was performed, must itemize and explain all Project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the Project since the last invoice. Each invoice must be accompanied by supporting documentation of the costs for which reimbursement is claimed. Such supporting documentation includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and, if travel costs are authorized (as indicated below), receipts for lodging, airfare, car rental and conference registration. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided.

c. **Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than the following July 15<sup>th</sup>.**

d. Subject to the holdback described in Exhibit A, payments will be based on reimbursement of actual costs authorized by this Agreement. Authorized costs are reasonable and necessary costs incurred by Recipient on or after the Effective Date and on or prior to the Project Completion Deadline in implementation of the Project that are within the line items of the Budget and allowable under applicable law, including applicable federal law (including the cost principles of 2 CFR 200 Subpart E), and that are not otherwise excluded under this Agreement. Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed ten (10) percent of the Grant in any fiscal year. Indirect costs are authorized at Recipient's current indirect cost rate approved by its federal cognizant agency or, if Recipient does not have a federally-approved indirect cost rate, Recipient will use a 10% de minimis indirect rate as a percent of modified total direct costs (MTDC) as stated in 2 CFR Part 200.

**Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Grant Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**Consultant Payments.** Payments to cover salaries (excluding overhead) paid to individual consultants retained by Recipient or Recipient's contractors in excess of the maximum daily rate of Level IV of the U.S. Government's Executive Schedule are not allowable. This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

e. **Invoices.** Invoices must be emailed to **Department of Environmental Quality, Contract Payment Office at [DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov)**. Invoices are subject to the review and approval of the DEQ Grant Administrator. In addition, each payment is subject to satisfaction of each of the following conditions precedent:

- i. Recipient is not in default under this Agreement.
- ii. All representations, warranties and certifications provided by Recipient to DEQ under or in connection with this Agreement are true and correct on the date of payment, as if made on such date.
- iii. DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the payment.

f. **Travel Expenses** - Travel expenses of Recipient will not be reimbursed by DEQ.

**8. Recipient's Representations And Warranties.** Recipient represents and warrants to DEQ as follows:

a. Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

b. The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

c. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

d. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

**9. Contracts.** Recipient will not enter into any contracts for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ Grant Administrator. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2006), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. Recipient agrees that it will insert into

any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for construction, the Davis-Bacon language set forth in Part 1 of Exhibit F and Part 2 of Exhibit F, as applicable.

10. **Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced).
11. **Termination.** This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient. If this Agreement is terminated under this Section 11, DEQ will pay Recipient, in accordance with the terms and subject to the conditions of this Agreement, for authorized costs incurred under this Agreement through the date of the termination of the Agreement but not yet reimbursed.
12. **Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
  - b. Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
  - c. Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).
13. **Remedies Upon Default.** If Recipient's default under Section 12(a) is not cured within fifteen (15) business days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Sections 12(b), 12(c) or 12(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
14. **No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
15. **Project Identification.**
  - a. **Outreach Signage Requirements.** Recipient agrees to provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo. To obtain the appropriate EPA logo or seal graphic file, the recipient should visit the EPA stylebook: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text: "This project has been funded by the United States Environmental Protection Agency" or "This cooperative project has been funded in part by the United States Environmental Protection Agency".
  - b. **Announcements.** Recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by an OSG assistance agreement shall contain a statement that the materials or conference has been funded by the EPA.
  - c. **Public or Media Events.** Recipient agrees to notify DEQ, publicizing the accomplishment of significant events related to construction projects as a result of Agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) business days notice.
  - d. **Limited English Proficiency Communities.** To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are

reasonable.

**16. General Administrative Requirements.**

- a. Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the Grant, and shall, upon Recipient's breach of grant conditions that requires the State of Oregon to return funds to the EPA, hold harmless and indemnify the state for an amount equal to the funds which the State of Oregon is required to pay to EPA.
- b. All equipment and materials purchased with funds made available by this Agreement must be used to implement the Project and for purposes of the same general nature as outlined in this Agreement. Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 2 CFR § 200.313.
- c. Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR Part 247.
- d. Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. **Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 (Exhibit D) no later than the Project Completion Deadline.**
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- f. Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. If the Grant exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation. All contracts awarded by Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.

**17. Permits.** Recipient agrees to ensure that all necessary permits are obtained prior to implementation of any Grant funded activity that may fall under applicable federal, state or local laws. Recipient must identify permits that may be needed to complete work plan activities.

**18. Total Maximum Daily Load Planning And/ Or Development.** If the Agreement funds a Total Maximum Daily Load (TMDL) plan and/or implementation, Recipient will provide the following supplemental information to support the load allocations specified in the TMDL in the Final Performance Report.

- a. An identification of total NPS existing loads and total NPS load reductions necessary to meet water quality standards by source type;
- b. A detailed identification of the causes and sources of NPS pollution by source type to be addressed to achieve the load reductions specified in the TMDL (e.g., acres of various row crops, number and size of animal feedlots, acres and density of residential areas); and
- c. An analysis of the NPS management measures by source type expected to be implemented to achieve the necessary load reductions, with the recognition that adaptive management may be necessary during implementation.

**19. Quality Assurance (QA) Requirements.** For those projects identified by DEQ Grant Administrator as involving environmentally related measurements or data generation, Recipient will develop and submit to DEQ the appropriate quality assurance / quality control documentation within thirty (30) calendar days of the Effective Date. Required documentation may include one or more of the following: an organization specific Quality Management Plan (QMP), a Project specific Quality Assurance Project Plan (QAPP), a Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), or other Quality-related documentation. The DEQ Grant Administrator and the DEQ Quality Assurance Officer will determine which of the quality-related documents will be required. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this Project until the DEQ Grant Administrator and DEQ Quality Assurance Officer have approved the quality assurance document. If any geospatial data is created, it must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. More information may be found at [www.fdc.gov](http://www.fdc.gov).

For information on the policies, objectives, principles, authorities, and responsibilities for implementation of the DEQ Quality Management System (QMS) described in DEQ's Quality Management Plan (QMP), contact a Quality Assurance Officer at the DEQ Laboratory and Environmental Assessment Division (LEAD) at (503) 693-5700.

**20. Intangible Property.** Recipient may hold the copyright in any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a non-exclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize

others to do so.

- 21. Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions”. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient may access SAM (System for Award Management) at <https://www.sam.gov/> to review exclusions and disqualifications.
- 22. Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as Recipient, your employees, sub-recipients and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the Project Period; procure a commercial sex act during the Project Period; or use forced labor in the performance of the Grant or sub-grants.
- 23. Small and Disadvantaged Business Utilization Requirements.** Recipient agrees to comply with the requirements of the EPA Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement under assistance agreements:
- a. Recipient accepts the applicable Minority Business Enterprise (MBE)/ Women’s’ Business Enterprise (WBE) “fair share” goals/objectives negotiated with EPA by the DEQ as follows:  
Supplies: .36% MBE .72% WBE  
Services: 1.61% MBE 4.41% WBE  
Equipment: .95% MBE .95% WBE
  - b. Recipient agrees to make the good faith efforts described in 40 CFR 33.301 whenever procuring construction, equipment, services and supplies under this Grant Agreement and to retain records documenting compliance with the six good faith efforts.
  - c. Recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
  - d. Recipient agrees to ensure, to the fullest extent possible, that at least the applicable “fair share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
  - e. Recipient agrees to include in its bid documents the applicable “fair share” objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated “fair share” percentages.
  - f. **Recipient agrees to submit FORM DEQ5700-52A “MBE/WBE Utilization- Federal Grant” (Exhibit C) no later than September 30<sup>th</sup> of each year until the Project Completion Deadline. If it is the last submittal, it is due September 30<sup>th</sup> or sixty (60) calendar days after the end of the Project Period, whichever comes first.**
  - g. If race and/or gender-neutral efforts prove inadequate to achieve a “fair share” objective, Recipient agrees to notify the DEQ in advance of any race and/or gender conscious action it plans to take to more closely achieve the “fair share” objective.
- 24. Small Business in Rural Areas.** If a contract is awarded under this Agreement, Recipient is also required to utilize the affirmative steps listed below.
- a. Place Small Businesses in Rural Areas (“SBRA”) on solicitation lists.
  - b. Make sure that SBRA’s are solicited whenever there are potential sources.
  - c. Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA’s.
  - d. Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
  - e. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
  - f. Require the contractor to comply with the affirmative steps outlined above.
- 25. Prohibition against Purchase of Certain Telecommunication Services or Products.** As required by 2 CFR § 200.216, Recipient is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipient also may not use grant funds to purchase:
- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment

such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending grant funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

26. **Drug Free Workplace.** Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536.
27. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
28. **Access to Records.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in programmatic reports including information on environmental results, and audit findings. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Recipient also agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.
29. **Compliance with Applicable Law.** Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project or this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended and Section 13 of the Federal Water Pollution Control Act Amendments of 1972; (ii) Title IX; (iii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iv) the Americans with Disabilities Act of 1990, as amended; (v) Executive Order 11246, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (xii) ORS 279A, ORS 279B, ORS 279C, 2 CFR Part 200 and 2 CFR Part 1500; (xiii) EPA's latest General Terms and Conditions as applicable to Recipient. If Recipient is an education program or activity or if Recipient is conducting an education program or activity under this Agreement, Recipient must comply with (xiv) Title IX of Education Amendments of 1972. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
30. **Recycled Products.** Recipient agrees to use recycled paper and double sided printing for all reports that are prepared as a part of the Project or under this Agreement. Recipient will use, to the maximum extent economically feasible in the implementation of the Project, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable, in giving preference in its procurement programs to the purchase of recycled products.
31. **Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
32. **Indemnification by Contractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS Chapter 180), save and hold harmless the State of Oregon, DEQ, and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) of any nature arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, be indemnified by the contractor from and against any and all Claims.
33. **Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives

any claim that such forum is an inconvenient forum.

- 34. Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 35. Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- 36. Time is of the Essence.** Time is of the essence in Recipient's performance of its obligations under this Agreement.
- 37. No Implied Waiver.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- 38. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
- 39. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 40. Notices.** Any notice under this Agreement shall be in writing and delivered to the party to be notified in-person, by U.S. mail, postage prepaid, or by email. Notices mailed or emailed must be sent to the Grant Administrators set forth in this Agreement. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system.
- 41. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 42. Survival.** The following provision, including this one, survive the termination or expiration of this Agreement: Sections 13, 28, 31 and 33.
- 43. Cybersecurity Condition. State Grant Cybersecurity**
- a. Recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
  - b. Recipient will comply with the requirements in Section 43c if Recipient's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.
  - c. EPA must ensure that any connections between Recipient's network or information system and EPA networks used by Recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, Recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE INDICATED PARTY.** DEQ enters into this Agreement under the authority of Oregon revised Statutes 190.110.

**APPROVED BY RECIPIENT:**

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date

NAME, Executive Director

Printed Name / Title

**APPROVED BY THE DEQ:**

\_\_\_\_\_  
Brian Boling, Central Services Division Administrator – DPO

\_\_\_\_\_  
Date

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**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**Overflow Sewer and Stormwater GRANT AGREEMENT**  
**EXHIBIT A**  
**Project Requirements, Budget and Schedule**

<b>Project name:</b> Patterson Creek Culvert Replacement Project	<b>DEQ Agreement 025-24</b>
<b>Recipient:</b> City of Bay City	

**A. BACKGROUND.**

Patterson Creek passes through Bay City and drains directly into Tillamook Bay. Chinook, chum, coho salmon, steelhead and lamprey use this watershed for spawning and rearing. Replacement of the five (5) culverts at road crossings in Bay City (Recipient) would improve native migratory fish access to approximately 3.7 miles of habitat suitable for spawning and rearing. Due to the size and complexity of the whole project, Recipient has divided the project into four (4) phases, which build upon each other.

This phase proposes to remove one (1) 56" culvert on 8<sup>th</sup> Street and open the channel for free flow; replace a 48" undersized, temporarily placed culvert on 7<sup>th</sup> Street with an open bottom 10' wide Contech B-Series bridge or equivalent structure, and conduct bank stabilization and restoration activities on the streambed between 5<sup>th</sup> Street and past 8<sup>th</sup> Street, a total of approximately 0.23 miles. To accomplish this, water and sanitary sewer lines located under the culverts will have to be relocated, and a new access road for residents will need to be developed.

Recipient has invested in engineering and design work, including feasibility options, so that the entire project is at 30%. Feasibility options have been presented to ?? and a preferred option chosen and this phase is ready to proceed into final design. Recipient also invested in implementing sewer line relocation, bank stabilization, and restoration along lower sections of Patterson Creek, specifically in Reaches 1-2, between Highway 101 and 4<sup>th</sup> Street.

The current phase includes the involvement of residential property owners along the stream, as well as the State of Oregon Department of Fish and Wildlife and a habitat restoration specialist. Recipient worked with Tillamook Estuaries Partnership in previous phases of the Patterson Creek project, and plan on continuing to work with them during this phase as well.

**B. PROJECT**

Recipient shall complete the following Tasks:

Task	Description	Task Due Date	Reporting	Reporting Due Date
<b>Project Design</b>	Complete design and engineering for this project, including selecting and contracting with a qualified engineering company to complete the plans necessary to conduct a successful construction Request for Proposal (RFP) process.	6/30/2024	Notify DEQ Grant Administrator of of plan completion date	Ten (10) days after completion
<b>Construction 1</b>	Clear and prepare base for access road on Trade Ave between 7 <sup>th</sup> and 8 <sup>th</sup> Streets. Extend existing water main from 7 <sup>th</sup> Street along Trade Ave and onto 8 <sup>th</sup> Street, with new connections to properties on 8 <sup>th</sup> Street. Install new sanitary sewer lines along 8 <sup>th</sup> Street, Trade Ave, and 7 <sup>th</sup> Street. Construct lift station in place of existing sanitary sewer manhole.	8/31/2024	Notify DEQ Grant Administrator of final selection of contractors	Ten (10) days after completion
<b>Construction 2</b>	Remove culvert from 7 <sup>th</sup> Street. Install new sanitary sewer main from the new lift station to the existing main on Main St. Install an open bottom box culvert on 7 <sup>th</sup> Street. Complete paving of Trade Ave and 8 <sup>th</sup> Streets. Conduct creek corridor restoration with bioengineering and native plantings along Patterson Creek between 5 <sup>th</sup> and 7 <sup>th</sup> Streets.	10/31/2025	Notify DEQ Grant Administrator of construction completion	Ten (10) days after completion
<b>Construction 3</b>	Remove 8 <sup>th</sup> Street culvert. Complete creek corridor restoration with bioengineering and native plantings.	10/31/2025	N/A	N/A

**C. BUDGET**

<b>Estimated Budget</b>	<b>OSG Funds</b>	<b>Non-Federal Match</b>	<b>Other Funds</b>	<b>Total</b>
Personal Services	\$0	\$32,500	\$0	\$32,500
Subcontracts	\$203,200	\$639,500	\$783,730	\$1,626,430
Services/Supplies	\$0	\$58,000	\$45,570	\$103,570
Travel	\$0	\$0	\$0	\$0
Equipment*	\$120,000	\$0	\$0	\$120,000
<b>PROJECT Subtotals</b>	<b>\$323,200</b>	<b>\$730,000</b>	<b>\$829,300</b>	<b>\$0</b>
Indirect Costs**	\$0	\$0	\$82,500	\$82,500
<b>PROJECT TOTALS</b>	<b>\$323,200</b>	<b>\$730,000</b>	<b>\$911,800</b>	<b>\$1,965,000</b>

*\*Any equipment with a unit cost over \$5,000 needs EPA Project Officer approval prior to charging to Grant.*

*\*\*Indirect costs CANNOT be used as match.*

Budget line items above are based on estimates. Shifts in budget between direct cost categories above are allowed only with written approval from the DEQ Grant Administrator. Recipient expects to report the non-federal match described above but the minimum required match is \$.

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**D. REPORTING:**

1. **Exhibit B.** Recipient must submit Exhibit B no later than ten (10) calendar days after the end of each quarter, or portion thereof, during the Project Period, regardless of expenditures. Match for each reimbursement must total at least 20% of to date project expenditures. If a minimum of 20% match cannot be claimed, a calendar showing when expected reported match will be claimed must be provided.
2. **Exhibit C.** Recipient must submit Exhibit C no later than September 30th, of each year during the Project Period. If it is the last submittal, it is due September 30<sup>th</sup> or sixty calendar days after the end of the Project Period, whichever comes first.
3. **Exhibit E, Section I.** Recipient must submit an Annual Report no later than June 30<sup>th</sup> of each year during the Project Period. The report will identify actions taken and will document progress towards accomplishing Project tasks.
4. **Exhibit E, Section I.** Recipient must submit a Performance Report no later than twenty calendar days after Project completion. The report will identify actions taken and will document progress towards accomplishing Project tasks.
5. **Exhibit E, Section II.** Recipient must enter Project accomplishments for water quality and habitat restoration into OWEB's Oregon Watershed Restoration Inventory (OWRI) at Project completion, as described in Exhibit E, section II.

All performance reports must be submitted in the format set forth in Exhibit E (Annual/Final Performance Report/OWRI Report) to the DEQ Grant Administrator. The reports may be provided electronically. In addition to the Annual Performance Reports, Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. Recipient must inform the DEQ Grant Administrator as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the Project outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**DEQ will withhold a minimum of ten (10%) of total grant funds for the Project until Recipient has submitted, and DEQ has accepted, a Final Performance Report detailing the Project status as described in the Reporting Section above, a final Expenditures/Match Report (Exhibit B), final MBE/WBE Utilization Report (Exhibit C) and a Lobbying and Litigation Certificate (Exhibit D).**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT  
EXHIBIT B  
Expenditures Report**

<b>Project Name:</b> Patterson Creek Culvert Replacement	<b>Project Period</b>
<b>DEQ Agreement Number:</b> 025-24	<b>From:</b> _____ <b>To:</b> _____
<b>Recipient Name:</b> City of Bay City	<b>Current Expenditure Period</b>
<b>Recipient Address:</b> 5525 B Street / PO Box 3390 Bay City, OR 97107	<b>From:</b> _____ <b>To:</b> _____
	<b>Total Match Requirement:</b> N/A
<b>Phone:</b> 971-341-1098	<b>Total Grant Amount:</b> \$323,200

EXPENDITURE SUMMARY	OSG Grant Expenditures			Non-Federal Match Expenditures *			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported	Current Period	Cumulative to Date	Previously Reported	Current Period	Cumulative To Date	To Date
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Indirect Costs							
<b>Total</b>							

DEQ, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

<b>CERTIFICATION</b>			
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.			
<b>Signature</b> _____	<b>Name &amp; Title (print)</b> _____	<b>Date</b> _____	
<b>DEQ USE ONLY</b>		<b>Approved for Payment:</b>	
<b>DEQ Grant Administrator</b> _____	<b>Date</b> _____	<b>DEQ Program Manager</b> _____	<b>Date</b> _____

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT  
EXHIBIT C (Part 1)  
MBE/WBE UTILIZATION**

**PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.**

<b>1A. REPORTING PERIOD</b> October 1, _____ September 30, _____	<b>1B. REPORT TYPE</b> <input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)
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**1C: Revision of a Prior Year Report?**    No    Yes  
  
 If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

**2A. RECIPIENT UNIQUE ENTITY IDENTIFIER**

**2B. RECIPIENT REPORTING NAME and CONTACT**  
 Organization name and address:  
 Name:  
 Email:  
 Phone:

**3. FEDERAL GRANT AWARD #:**    **DEQ GRANT #:**    025-24  
  
**PCA #:**      **PROJECT #:**

**4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6.** (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

**4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Construction:**  
  
**Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Non-Construction:**  
  
**Totals:**  
 Total Procurement: \$    \$    \$  
  
 MBE/WBE Combined Procurement: \$    \$    \$

<p><b>SA. Good Faith Efforts:</b> If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.S01 and 2 CFR § 200.321.</p> <p><input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.</p> <p><input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.</p>	<p><b>SB. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.</b></p> <p><input type="checkbox"/> No MBE/WBE(s) applied    <input type="checkbox"/> No MBE/WBE(s) were qualified</p> <p><input type="checkbox"/> Other:</p>
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<b>6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>	<b>TITLE</b>
---	--------------

<b>7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE</b>	<b>DATE</b>
--	-------------

EPA FORM 5700-52A available electronically at: <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

**EMAIL COMPLETED FORM TO:** [DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov)

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT  
EXHIBIT C (Part 2)  
MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**Product / Service Codes**

1	Construction
2	Supplies
3	Services
4	Equipment

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT  
EXHIBIT D

LOBBYING AND LITIGATION CERTIFICATE  
(DEQ5700-53)

DEQ Grant Agreement #: 025-24

Federal Grant:

Recipient Name:

Recipient Address:

Project Name:

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Printed Name / Title:

At Project completion, complete this form and submit to: [DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov)

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT**

**EXHIBIT E  
PERFORMANCE REPORT/OWRI REPORT**

<b>Project Name:</b>	<b>DEQ Agreement # 025-24</b>
<b>Recipient:</b>	

Type of Report (please check one the following):

- Annual Reporting
- Performance Report
- OWRI Report**

All reports must be submitted in a format as recommended in this section to the DEQ Grant Administrator. The reports need to be provided electronically via email to the DEQ Grant Administrator.

**Section I**

Please include a discussion including the following:

- a. Overall summary of the project, including partners involved and their role.
- b. What were the goals for this Project? Were those goals met? If goals were not met, explain why not.
- c. List each drainage area (watershed) within the project by indicating the 12-digit HUC where Best Management Practices (BMPs) for this project have been installed in the recent calendar year.
- d. Estimates of the amount of pollutants prevented from reaching surface or ground water.
- e. Please enumerate specific quantifiable environmental changes and results that are a result of the Project.
- f. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.
- g. Describe how the Project's funding worked out. Include the projected cost and actual cost of the Project, how much of the Grant funds were spent, and how much funding (cash and in-kind) was provided as match from other source
- h. What follow up is required? Include photos, graphics and 2 copies of all products produced in the effort. Project completion documentation can be submitted and are encouraged to be submitted in a digital format (one copy).

**Section II**

DEQ requires that Project accomplishments for water quality and habitat restoration projects be entered into OWEB's OWRI data base located at <http://apps.wrd.state.or.us/apps/oweb/owrio/selectproject.aspx>

Watershed restoration projects included in this inventory must be:

- Activities designed to restore aquatic, riparian, estuarine, wetland, upland, or overall watershed conditions or functions
- Completed projects or a completed phase of a project

If the Project funded with this Grant Agreement meets the criteria above, Recipient must certify that the correspondent restoration information on the Project was entered in OWRI by signing this form and returning it with the Project Final Performance Report.

<b>CERTIFICATION</b>		
<b>I certify that the Project accomplishments for the water quality and habitat restoration Project have been entered into OWRI on:</b>		
_____	_____	_____
<b>DATE</b>	<b>SIGNATURE</b>	<b>PRINTED NAME</b>

If you have questions about entering the required information into OWRI, please contact your regional Grant Administrator or the Oregon OSG Coordinator.



**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT**

**Exhibit F  
Davis-Bacon Provision**

Part 1

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

(3) Payrolls and basic records.

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

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

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

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

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

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

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

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

upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

## Part 2

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

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

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

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

(in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

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

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

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

## 5. Compliance Verification

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

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a

spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm#oregon>

DRAFT

**Exhibit G**

**The Federal Funding Accountability and Transparency Act (FFATA)**

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Environmental Quality (DEQ) must report executive compensation data as addressed in this Exhibit G.

The certifications below represent material facts upon which DEQ relies when reporting information to the federal government required under federal law. If DEQ later determines that the subrecipient knowingly rendered an erroneous certification, DEQ may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DEQ if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DEQ detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at [https://www.fsrc.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrc.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf).

<b><u>Subrecipient Information</u></b>		<b><u>City of Bay City</u></b>		
PO Box 3309		Legal Name of Subrecipient		
<b>5525 B Street</b>	<b>Bay City</b>	<b>Oregon</b>	<b>97107</b>	
Street Address	City	State	Zip	

<b><u>FFATA Contact # 1</u></b>	
<b>Name</b>	David McCall
<b>Email</b>	dmccall@ci.bay-city.or.us
<b>Phone</b>	503-377-2288

<b><u>FFATA Contact # 2</u></b>	
<b>Name</b>	Lindsey Gann
<b>Email</b>	lgann@ci.bay-city.or.us
<b>Phone</b>	503-377-2288

ZIP Code: 9-digits Required [www.usps.com](http://www.usps.com)

9	7	1	0	7	9	7	0	1
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Unique Entity Identifier (UEI):

12-digits Required <https://sam.gov/content/home>

K	J	W	S	D	7	S	1	2	C	H	4
---	---	---	---	---	---	---	---	---	---	---	---



Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes       No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes       No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes     No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**For example:** *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,0000*

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***As the duly authorized representative (Signor) of the Recipient Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY  
OSG AGREEMENT**

**Exhibit H**

Information Required by 2 CFR § 200.332(a)

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

**Recipient Name:** City of Bay City  
(Note this must match the name associated with UEI # below)

**Recipient's unique entity identifier (i.e., DUNS #):** 050678507

**Federal Award Identification # (FAIN):** 02J18101

**Federal Award Date:** 09/21/2022

**Agreement Period of Performance Start and End Date:**

From **Effective Date** To 6/30/2026

**Budget Period Start and End Date:**

From **Effective Date** To 6/30/2026

**Amount of Initial EPA Funds Obligated under the Agreement:** \$323,200

**Amount of Cumulative EPA Funds Obligated to Recipient:** \$323,200

**Amount of all EPA Funds Committed to Recipient:** \$323,200

**Total Amount of Federal Award to Oregon DEQ as the Pass-through Entity:** \$

**Federal Award Project Title and Description:**

**Name of Federal Awarding Agency:** U.S. Environmental Protection Agency

**Contact Information for Awarded Official:**

Jennifer Wigal  
Department of Environmental Quality  
700 NE Multnomah Street, Suite 600  
Portland, OR 97232  
(503) 229-5323  
jennifer.wigal@deq.state.or.us

**Oregon DEQ Indirect Cost Rate:** %

**Assistance Listings number and Title:**

**Is Award R&D?** No

# *General Fund*

*GRANT AGREEMENT*  
# WPG-D-0010-23

*Bay City Earthquake Isolation Valves*  
By: City of Bay City

*OREGON WATER RESOURCES DEPARTMENT*



**GRANT AGREEMENT**  
**WPG-D-0010-23**  
*Bay City Earthquake Isolation Valves*

**BETWEEN:** **State of Oregon**, acting by and through its  
**Oregon Water Resources Department** (Grantor),  
Address: 725 Summer Street NE, Suite A, Salem, Oregon 97301-1266  
Phone Number: (971) 301-0718  
Facsimile Number: (503) 986-0903  
E-Mail Address: [OWRD.Grants@water.oregon.gov](mailto:OWRD.Grants@water.oregon.gov)  
The Grantor's Coordinator for this Grant is  
**Adair Muth**

**AND:** City of Bay City (Grantee)  
Attn: David McCall  
Title: City Manager  
Address: PO Box 3309, Bay City, OR 97107  
Telephone Number: (503) 377-2288  
E-Mail Address: [dmccall@ci.bay-city.or.us](mailto:dmccall@ci.bay-city.or.us)

**SECTION 1**  
**LEGAL BASIS OF AWARD**

Section 1.01 Legal Basis of Award. Pursuant to Oregon Laws 2023, chapter 605, section 232, Grantor is authorized to enter into a grant agreement and to make an award from moneys available to the Oregon Water Resources Department to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement (“Grant Agreement” or “Agreement”) consists of this Agreement and the exhibits listed below. Exhibits A, B, C and E are attached hereto and all of the exhibits (Exhibits A through E) are incorporated into this Agreement by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence:

- i. This Grant Agreement, less all exhibits;
- ii. **Exhibit A** (Conditions of Agreement);
- iii. **Exhibit B** (Grant Budget);
- iv. **Exhibit C** (Project Description); and
- v. **Exhibit D** (Permits and Regulatory Approvals).

Section 1.03 Agreement Term. This Agreement shall be effective when it is signed by the Grantor and Grantee (“Parties”) and approved as required by law (the “Effective Date”). Unless terminated earlier pursuant to Section 6 of this Agreement, this Agreement will **terminate on June 30, 2025** or on the date that Grantor disburses the final ten percent (10%) of Grant moneys as provided in Section 2.03 of this Agreement whichever comes first (the “Expiration Date”).

## SECTION 2 GRANT AWARD

Section 2.01 Notice of Grant Award. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$225,000** (the “Grant”) from the General Fund to financially support the water resource project activities designated within the project description set forth in Exhibit C (the “Project”). The Grant amount may not be increased without a written amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit B.

Section 2.02 Grant Availability. Grantee shall not submit, and Grantor shall not pay, any reimbursement request (“Fund Request”) for expenditures that occur before the Effective Date or after the Expiration Date.

Section 2.03 Disbursement of Grant Moneys. Subject to Sections 2.04 and 2.05, Grantor shall disburse the Grant moneys to Grantee upon submission of the most current Fund Request Form provided by Grantor to Grantee. The Fund Request Form must be completed and signed by the Grantee with appropriate documentation of expenditures prior to approval and payout of any Grant moneys by Grantor. The Grantor will disburse the Grant moneys only as reimbursement for costs incurred by Grantee for the Project. The final 10% of Grant moneys will be disbursed to Grantee only after Grantee submits and Grantor approves the Final Report described in Exhibit A under item no. 3 and shall be contingent upon Grantee adherence to all conditions within Exhibit A. The Grantor may disburse Grant moneys after the Grant Expiration Date for reimbursement requests submitted within the Grant period. Grantee may submit a Fund Request no more often than monthly.

Section 2.04 Conditions Precedent to this Agreement or any Amendment to this Agreement. Grantor’s obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or other existing grant agreements with the Grantor.

Section 2.05 Conditions Precedent to Disbursements. Grantor’s obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantee shall hold and maintain registration as a legal entity with the Oregon Secretary of State prior to, and throughout, the duration of the Grant;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- (d) Grantee is in compliance with all reporting requirements of this Agreement identified in Exhibit A;
- (e) Grantee has submitted to the Grantor, the required permits and regulatory approvals listed in Exhibit C “Project Description” and Exhibit D “Permits and Regulatory Approvals” or as are otherwise required for the Project. The Grantor may identify additional permits or regulatory approvals that must be submitted to the Grantor prior to release of funds for the Project. Grantor also has the discretion to condition its release of funds based on specific circumstances of the Project. Grantee should review Exhibit A Conditions of Agreement for any related conditions with respect to permitting, regulatory approvals and disbursement of Grant moneys;
- (f) For Project tasks that take place on private land(s), Grantee has submitted to the Grantor:

- 1) Evidence that landowner(s) are aware of and agree to the task. Evidence shall include, but is not limited to: (i) landowner(s) certification that the landowner owns the land where the work will be carried out and (ii) landowner's agreement to allow Grantee to carry out the work, or a portion of the work on the Landowner's property; or
  - 2) Evidence documenting legal easement on all lands where the work will be carried out. Evidence shall include, but is not limited to: (i) documentation of easement and (ii) easement holder's agreement to allow Grantee to carry out the work, or a portion of the work on the servient estate;
- (g) No default as described in Section 6.03 has occurred; and
- (h) Grantee has submitted to Grantor a Fund Request that is in a format acceptable to and approved by Grantor and that is accompanied by all necessary supporting documentation.

### **SECTION 3 USES OF GRANT**

Section 3.01 Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to successfully execute the Project tasks described in Exhibit C and that are in accordance with the allowable costs and budget procedures guidance document provided by the Grantor. Equipment purchases of a durable nature may not be financed with Grant moneys unless expressly authorized by Grantor in writing apart from and in addition to the approved Fund Request.

Section 3.02 Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to pay principal or interest on any debt; reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date; make loans or grants to third parties; pay indirect costs that cannot be directly attributable to the Project; or pay internal costs charged to the Project by Grantee or payments made to Related Parties. A Related Party for this purpose includes members of the same controlled group within the meaning of 26 C.F.R. § 1.150-1(e). No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed the maximum Grant amount set forth in Section 2.01.

Section 3.03 Mis-expended and Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee that are not expended by Grantee in accordance with this Agreement ("Mis-expended Moneys") or are not expended by the earlier of the Expiration Date or the date this Agreement is terminated pursuant to Section 6 of this Agreement ("Unexpended Moneys") shall be returned to Grantor. Grantee shall return all Mis-expended or Unexpended Moneys to Grantor within fifteen (15) days after the earlier of the Expiration Date, the date this Agreement is terminated or Grantor's demand.

### **SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

Section 4.01 Existence and Power. Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

Section 4.02 Authority, No Contravention. The making and performance by Grantee of this Agreement (a)

have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee's organization documents and (c) do not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03 Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04 Approvals. No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

Section 4.05 Required Permits. To the best of Grantee's knowledge the permits and regulatory approvals listed in Exhibit D to this Agreement constitute the permits and regulatory approvals required to construct, complete, and thereafter operate the Project as contemplated in this Agreement. If during the term of this Agreement, Grantee becomes aware of additional permits or regulatory approvals that are needed and not listed in Exhibit D, Grantee shall promptly notify Grantor of the additional permit(s) or regulatory approval(s) by submitting an addendum to Exhibit D to Grantor setting forth the additional permit(s) or regulatory approval(s).

## **SECTION 5 GRANTEE'S SUB-AGREEMENTS AND PROCUREMENTS**

### Section 5.01 Sub-agreements.

- (a) Grantee may enter into agreements with sub-recipients, contractors or sub-contractors ("Sub-agreements") for performance of the Project. Regarding sub-agreements over \$25,000, the Grantee must have available and shall provide upon request documentation describing the Project tasks which the sub-agreement is intended to help complete, the cost of the Sub-agreement, and a description of the selection process by which the Sub-agreement was awarded. All Sub-agreements must be in writing and duly executed by the Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Sub-agreements. Grantee agrees to provide the Grantor with a copy of any signed Sub-agreements upon request by the Grantor. Any material breach of a term or condition of Sub-agreements relating to funds covered by this Agreement must be reported by the Grantee to the Grantor within ten (10) days of it being discovered. Use of a Sub-agreement does not relieve the Grantee of its responsibilities under this Agreement.
- (b) Grantee's Sub-agreement(s) shall require the other party to such Sub-agreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the Grantor and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's Sub-agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the Grantor shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Grantor, be indemnified by the other party to Grantee's Sub-agreement(s) from and against any and all Claims.
- (c) Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subrecipient(s), contractor(s) or

subcontractor(s) shall defend any claim in the name of the Grantor or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The Grantor may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subrecipient is prohibited from defending the State, or that Grantee's subrecipient is not adequately defending the Grantor's interests, or that an important governmental principle is at issue or that it is in the best interests of the Grantor to do so. The Grantor reserves all rights to pursue claims it may have against Grantee's subrecipient if the State of Oregon elects to assume its own defense.

Section 5.02 Procurements for Public Entities. If Grantee is a public entity subject to the Oregon Public Contracting code, Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

Section 5.03 Procurements for Private Entities. If Grantee is a private entity:

- (a) For procurements over \$25,000, Grantee must solicit quotes or bids from at least three sources.
- (b) The Grantee shall retain and provide upon request documentation of the bidding and selection process for all procurements over \$25,000.

Section 5.04 Sole Source Procurement for Private Entities. If Grantee is a private entity:

- (a) Grantee may make the determination that competitive procurement is not feasible if one of the following circumstances exist:
  - (i) Item or service is available only from a single source; or
  - (ii) A public exigency or emergency will not permit a delay resulting from a competitive solicitation or it can be shown unequivocally that desired time frames for delivery must be met or the entire Project will suffer as a direct result of the delay.
- (b) For all sole source procurements Grantee shall provide documentation to the Grantor in writing which shall contain:
  - (i) a brief description of the Project, the amount to be designated for the sole source procurement, and the purpose of the contract;
  - (ii) explanation of why it is necessary to contract in a noncompetitive manner; and,
  - (iii) a declaration that this action is in the "best interest" of the Grantor.

Section 5.05 Compliance with Laws, including Prevailing Wage.

- (a) Public Entity. If Grantee is a public entity, Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement including without limitation the prevailing wage rate requirements set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder ("Prevailing Wage Rate Law" or "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. ("Davis-Bacon Act").
- (b) Private Entity. If Grantee is a private entity, Grantee shall (i) comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and (ii) if \$750,000 or more of public funds (including this Grant and any other contributions from public entities) is used for the Project, Grantee must comply with the prevailing wage rate requirements set forth in



ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (“Prevailing Wage Rate Law” or “PWR”), or, if applicable, 40 U.S.C. 3141 et seq. (“Davis-Bacon Act”). The Grantee is responsible for determining the applicability of the prevailing wage requirement within the statute and rule. The Grantee shall, and shall require its contractors and subcontractors to, pay the applicable prevailing wage rate and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the Prevailing Wage Rate Law, including on all contracts and subcontracts and in filing separate work bonds with the Construction Contractors Board, unless exempt under ORS 279C.836 and OAR 839-025-0115. If the Project is subject to the Davis-Bacon Act, Grantee shall comply with and require its contractors and subcontractors to comply with the Davis-Bacon Act and any applicable provisions of Oregon PWR. If the Project is or becomes subject to both PWR and the Davis-Bacon Act, all subject workers must be paid the higher of applicable state or federal prevailing wage rate. The applicable rates are those in effect on the Effective Date of this Agreement. PWR and Davis-Bacon Act prevailing wage rates may be accessed via: [http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) and <http://www.wdol.gov>.

## **SECTION 6 TERMINATION AND DEFAULT**

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both Parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances:

- (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement; or,
- (b) The Grantor does not have sufficient funds to continue making payments under this Agreement; or,
- (c) There is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding; or,
- (d) In accordance with Section 6.04.

Section 6.03 Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an

involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or

- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.04 Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future funding from the Grantor.

## **SECTION 7 MISCELLANEOUS**

Section 7.01 No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02 Choice of Law; Designation of Forum; Federal Forum.

- (a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- (b) Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- (c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 7.03 Notices. Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 2 of this

Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

Section 7.04 Amendments. This Agreement may not be altered, modified, supplemented, extended or amended in any manner except by written instrument signed by both Parties. No term of this Agreement may be waived unless such waiver is agreed to in writing by the Party against whom such waiver is sought to be enforced.

Section 7.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06 Entire Agreement. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07 Contribution.

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

(ii) With respect to a Third-Party Claim for which Grantor is jointly liable with Grantee (or would be if joined in the Third-Party Claim), Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Grantor on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantor on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Grantor had sole liability in the proceeding.

(iii) With respect to a Third-Party Claim for which Grantee is jointly liable with Grantor (or would be if joined in the Third-Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantor in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any

other relevant equitable considerations. The relative fault of Grantee on the one hand and of Grantor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive the expiration or termination of this Agreement: Section 3.03, Mis-expended and Unexpended Grant Moneys; Section 6.04, Remedies Upon Default; Section 7, MISCELLANEOUS; and Exhibit A sections 3. (Final Report), 6. (Records and Inspection), 7. (Operations and Maintenance of the Project) and 8. (Publicity).

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The Parties agree and acknowledge that their relationship is that of independent contracting parties, and neither Party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 Duplicate Payment. Grantee shall not receive duplicate payments from another entity for expenses invoiced to the Grantor.

Section 7.16 False Claims Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.17 Cooperation. The Grantor and Grantee acknowledge that as the Project progresses, aspects of the Project captured in the Exhibits may need to be adjusted and refined through the amendment process, and that the ultimate success of this Project requires the cooperation of both Parties. Grantor and Grantee both agree to use good faith efforts and their best professional judgment to resolve any issues that may arise

during the course of the Project.

Section 7.18 Dispute Resolution. The Grantor and Grantee shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Grantor and Grantee may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, have full power and authority to bind their respective Party and agree to be bound by the terms and conditions of this Agreement.

**GRANTEE**

City of Bay City, by and through its Governing Body

By \_\_\_\_\_  
Name: David McCall  
Title: City Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Title:

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Grantee's Legal Counsel

Date \_\_\_\_\_

**Grantee Contact:**

City of Bay City  
David McCall, City Manager  
PO Box 3309  
Bay City, OR 97107  
(503) 377-2288  
[dmccall@ci.bay-city.or.us](mailto:dmccall@ci.bay-city.or.us)

**GRANTOR**



**STATE OF OREGON**, by and through its  
Water Resources Department

By \_\_\_\_\_

Name: Lisa Snyder  
Title: Administrative Services Administrator

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**Grantor Contact:**

Oregon Water Resources Department  
Adair Muth  
725 Summer St NE, Suite A  
Salem, OR 97301-1266  
(971) 301-0718  
[OWRD.Grants@water.oregon.gov](mailto:OWRD.Grants@water.oregon.gov)

## EXHIBIT A

### CONDITIONS OF AGREEMENT

The following conditions apply to the implementation of this Agreement:

1. **Permits and Regulatory Approvals.** Prior to disbursement of any Grant moneys for any Project task, the Grantee must obtain all permits and regulatory approvals from local, state, or federal agencies or governing bodies necessary to perform its obligations under this Agreement and provide a copy to the Grantor. Satisfaction of the condition related to permits and regulatory approvals precedent to disbursements is set forth in Section 2.05(e).
2. **Semi-Annual Progress Reports.** Between the Effective Date and the Expiration Date, the Grantee shall provide the Grantor with a progress report two times per calendar year (due January 31 and July 31). The Grantee will use the forms provided by the Grantor, which will include information regarding the expenditure of the Grant moneys, compliance with the terms of this Agreement, progress toward completion of the Project as documented in the Exhibits, and a narrative on the activities completed as part of the Project.
3. **Final Report.** No later than July 15, 2025, the Grantee shall file with the Grantor a signed Final Report. The Final Report must be completed on a form provided by the Grantor that will require a summary of the Project as completed.
4. **Release of Reports.** All reports that the Grantor determines to be final and complete will be made available to the public.
5. **Project Inspection.** During implementation of the Project and any time prior to Grantor approval of the Final Report, the Grantee shall permit the Grantor to inspect, at any reasonable time, the property, both real and personal, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys.
6. **Records and Inspection.** Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the latest of (i) six years after the Expiration Date; or (ii) the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor, including, without limitation, its records regarding receipts, disbursements, contracts, investment of Grant moneys, if any, and any other matters related to the use of Grant moneys or Project work. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long as the records are maintained.
7. **Operation and Maintenance of the Project.** Until ten (10) years after the Expiration Date, Grantee shall monitor, evaluate, operate, and maintain the Project, or cause the Project to be operated and maintained, in good repair and operating condition so as to preserve the long-term public benefit of the Project, including making all necessary and proper repairs, replacements, additions and improvements to the Project.

8. **Publicity.** Grantee shall make every effort to acknowledge and publicize the State or Oregon's (Oregon Water Resource Department) participation and assistance with the project. Upon completion of the Project, Grantee shall post a permanent sign at the Project site or other location approved by Grantor, acknowledging the participation of the State of Oregon (Oregon Water Resources Department) in the Project. Grantee shall maintain the sign throughout the life of the project. Signage content must be approved by Grantor to be eligible for reimbursement as an eligible Project cost.
9. **Cultural Material.** If any cultural material is discovered during Project activities, all work should cease immediately (ORS 97.745 and ORS 97.750) until a professional archaeologist can assess the discovery, and Grantee shall immediately notify the Oregon State Police, the Water Resources Department, the Legislative Commission on Indian Services, the appropriate Tribe(s), and the State's Historic Preservation Office (SHPO). Additionally, in the case of cultural material discovery, Grantee shall prepare a report of the Project outlining the results of the archaeological monitoring and submit its report to SHPO for inclusion in SHPO's resource library and GIS database.
10. **Taxes and Assessments; Utilities.** Grantee shall pay, or cause to be paid, all taxes, utility charges and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project. If any governmental charges may lawfully be paid in installments over a period of years, the Grantee may pay, or cause to be paid, those charges in installments. The Grantee may contest, or permit to be contested, in good faith the validity or application of any tax, utility charge or governmental charge in any reasonable manner, so long as the contest does not subject any portion of the Project to loss or forfeiture.
11. **Certification of Compliance with Laws.** Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. **Work Products and Intellectual Property.** Any work products developed using Grant moneys will remain in the public domain and cannot be used for proprietary purposes.
13. **Engineering Reviews.** If requested by the Grantor, the Grantee shall provide any engineering or other Project documentation for the review and approval by the Grantor prior to Project implementation.



**EXHIBIT B**  
The Grant Budget

The Grant Budget is as follows:

<b>Project Tasks</b>	<b>Approved Budget</b>
Task 1. Purchase equipment	\$50,000
Task 2. Construction	\$18,750
Task 3. Installation	\$156,250
<b>Grand Total</b>	<b>\$225,000</b>

**EXHIBIT C**  
Project Description

The Grantee shall purchase and install earthquake isolation valves on the City of Bay City's four water reservoirs. Grant funds shall only be used to accomplish the following tasks in relation to the Bay City Earthquake Isolation Valves as detailed as follows:

**Project Tasks**

Task 1. *Purchase equipment*

- Task Description – *Prepare and issue a Request for Proposals for valves, seismic actuators, and controllers (including power pack and solar regulator, solar panel), and procure equipment.*
- Permit(s)/Regulatory Approval(s) Required – *NA*

Task 2. *Construction*

- Task Description – *Construct concrete pads, mounting stations, and vaults for the equipment procured in Task 1.*
- Permit(s)/Regulatory Approval(s) Required – *NA*

Task 3. *Installation*

- Task Description – *Install valves and seismic actuators on concrete pads and mounting stations constructed in Task 2. Complete quality check for operation to begin.*
- Permit(s)/Regulatory Approval(s) Required – *NA*

**EXHIBIT D**  
**PERMITS AND REGULATORY APPROVALS**

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Section 2.05(e) of this Agreement outlines requirements for disbursement of Grant moneys related to permits and regulatory approvals. Exhibit A Conditions of Agreement may contain additional conditions with respect to permitting, licensing, and regulatory approvals and the disbursement of Grant moneys.

Before the disbursement of Grant moneys for activities requiring a permit or regulatory approval, or for activities dependent on portions of the Project for which a permit or regulatory approval has yet to be issued, the Grantee must submit to the Grantor copies of all required permits or regulatory approvals, or submit written evidence acceptable to the Grantor that permits or regulatory approvals are not required.

The Department may disburse Grant moneys for Project tasks that do not require a permit or regulatory approval. To be considered for release, the Project task(s) for which no permits or regulatory approvals are required shall not be dependent on the portion of the Project for which a permit, license or regulatory approval has yet to be issued.

**The following list of permits and regulatory approvals is not exhaustive. Grantee understands and agrees that it is Grantee’s responsibility to determine which permits and regulatory approvals are required for the Project.**

The following lists the Project tasks that require permits or regulatory approvals and the associated permit(s)/regulatory approvals(s).

<b>Project Task Requiring Permit/Regulatory Approval</b>	<b>Permit/Regulatory Approval Name and Entity Issuing</b>
Task 1. Purchase equipment	None
Task 2. Construction	None
Task 3. Installation	None

\_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
Date



# Tillamook People's Utility District

**Directors**  
David L. Burt  
Valerie S. Folkema  
Harry E. Hewitt  
Douglas S. Olson  
Barbara A. Trout

*A Customer-Owned Electric Utility*

Office: 503.842.2535 • Toll-free: 800.422.2535 • Fax: 503.842.4161

[www.tpud.org](http://www.tpud.org)

Todd Simmons  
GENERAL MANAGER

October 17, 2023

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

RE: Utility Easement  
Work Order No. 158953  
Property Located at 1N 9 32D 2400, Tillamook

Dear Representative:

Enclosed is TPUD's standard overhead / underground easement for the above-referenced property. This easement is required to provide electric service to Michael & Sarah Perrine's property at 9300 Kilchis Forest RD..

Please sign this easement in the presence of a notary and return in the enclosed self-addressed envelope.

If you have any questions, please contact me at the number below.

Sincerely,

TILLAMOOK PEOPLE'S UTILITY DISTRICT

Tony MacDonald  
Engineering Field Representative  
503-815-8629

TM:ja

Enclosure

1N 9 32D 2400

Return to: TILLAMOOK PEOPLE'S UTILITY DISTRICT  
P. O. Box 433  
Tillamook, OR 97141

W/O No.: 158953

GRANTOR: CITY OF BAY CITY  
PO BOX 3309  
BAY CITY, OR 97107

## **TILLAMOOK PEOPLE'S UTILITY DISTRICT OVERHEAD -- UNDERGROUND EASEMENT**

For true and actual consideration, in the amount of one (\$1.00) dollar, the receipt of which is hereby acknowledged, and in consideration of the mutual benefit hereby gained, the Grantor does hereby grant unto the Tillamook People's Utility District (District), a perpetual exclusive (exclusive as to parties other than Grantor) easement over, under and across the following described real property:

TOWNSHIP 1 NORTH, RANGE 9 WEST, SECTION 32D, TAX LOT 2400;  
Secured by a Warranty Deed and recorded as Book 305 and Page 939, in  
T.C.D.R. for the placement of electrical facilities on said property.

The Grantor hereby grants and conveys to the District the right, privilege and authority to, without further consideration, use the space above, below or on the surface thereof to place, construct, reconstruct, alter, protect, repair, maintain, inspect, replace overhead facilities with underground facilities, operate and remove the District's overhead or underground electrical primary, secondary and service facilities and any and all necessary or desirable appurtenances, attachments or other District equipment as may be permitted by law (District Facilities).

The Grantor further grants unto the District the right of ingress and egress over and upon any portion of the property of Grantor adjoining the Described Property which the District determines is necessary or desirable to use in order to exercise the rights granted in this Easement, as well as the right, on the Described Property or adjoining property of Grantor, to remove natural or man-made obstructions which the District determines will interfere with the District's exercise of the rights granted in this Easement.

The Grantor reserves the right to use the Described Property in any manner the District determines does not interfere with the District's rights under this Easement, and District shall always have the sole right to license, permit or otherwise agree to the installation of facilities by other parties within the easement or to use or allow occupancy of the District Facilities by any other party other than the Grantor. The District hereby reserves the right to approve or disapprove of any request to relocate the District Facilities or those of its Licensees on the Described Property, and, if approved, it will be the responsibility of the requesting party to compensate the District and its Licensees for the associated costs.

Any flowers, trees, shrubbery, vegetation or fences placed in or on the Described Property shall be done so at the sole risk of Grantor. District or its Licensees will not be held responsible for damages done to any such flowers, trees, shrubbery, vegetation or fences, resulting from the District exercising any of the rights granted in the Easement. At all times, District or its Licensees shall have the right to keep the Described Property clear of all flowers, trees, shrubbery, vegetation, fences, undergrowth, materials, substances or roots that are over, on, and/or under the Described Property and to cut, trim and control the growth by chemical means, machinery or otherwise and to remove and dispose of the same without liability and to remove all fire hazards.

The rights, duties, privileges and immunities created under this Easement shall inure to the benefit of and be binding upon the heirs, successors, assigns, and licensees of the respective parties hereto.

The Grantor covenants that he/she/they is/are the sole owner(s) of the Described Property and that the Described Property is free and clear of all encumbrances and liens of whatsoever character except those held by the following persons.

IN WITNESS WHEREOF, the undersigned executes this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BAY CITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON )

ss:

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared the above-named \_\_\_\_\_(name), \_\_\_\_\_(title) of CITY OF BAY CITY and acknowledged the foregoing instrument to be a voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**CITY OF BAY CITY  
RESOLUTION NO. 2023-027**

A RESOLUTION ADOPTING A DEFERRED IMPROVEMENTS POLICY FOR THE CITY  
OF BAY CITY

1. WHEREAS, the City of Bay City requires that all improvements required in permitted developments be completed before a Certificate of Occupancy will be issued; and
2. WHEREAS, the City of Bay City recognizes that supply chain issues and certain circumstances such as seasonal weather can have an impact on the completion of such developments, and such delays can negatively impact a developer's ability to occupy a residence or utilize a commercial structure while waiting for parts or weather; and
3. WHEREAS, the City wishes to express its willingness to support the homeowner/developer while still maintaining the assurance that the required developments will occur.
4. NOW THEREFORE, the City of Bay City hereby adopts the Deferred Improvement Policy, and instructs the City Manager to review this policy at least every five years, and make updates as appropriate.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 14<sup>th</sup> day of November, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 14<sup>th</sup> day of November, 2023.

---

Kathleen Baker, Interim Mayor

ATTEST:

---

Lindsey Gann, City Recorder



# City of Bay City

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PO Box 3309  
Bay City, OR 97107  
Phone (503) 377-2288  
Fax (503) 377-4044  
TDD 7-1-1  
[www.ci.bay-city.or.us](http://www.ci.bay-city.or.us)

## Deferred Improvement Policy

Ordinance 374 (Development Ordinance) of the City of Bay City requires that all improvements required in permitted developments be completed before a Certificate of Occupancy will be issued.

The City recognizes that supply chain issues and certain circumstances such as seasonal weather can have an impact on the completion of such developments, and such delays can negatively impact a developer's ability to occupy a residence or utilize a commercial structure while waiting for parts or weather. For this reason, the City wishes to express its willingness to support the homeowner/developer while still maintaining the assurance that the required developments will occur.

When certain street improvements must be deferred due to certain circumstances, such as seasonal weather, the developer or property owner ("Required Party") is required to provide the City with a financial deposit acceptable to the City in the amount of 125 percent of the City Engineer's estimate of the costs for the deferred street improvements. Said financial deposit shall be held until one of the following conditions has been met:

- (a) The required street improvements have been constructed by the Required Party, at which time, the deposit may be returned to the Required Party in whole or in part; or,
- (b) The required street improvements have been constructed as part of a Local Improvement District, in which case, the deposit shall be applied to the proportional share of the property owner's obligation; or
- (c) The project site's Local Improvement District assessment is less than the amount of the deposit required as a condition of the deferral, in which case, the difference between the two amounts shall be refunded to the Required Party.

The Required Party is required to construct the deferred improvement(s) identified in the permitted development, and is responsible for performance of the work identified and obtaining contractors therefore. Such work shall be done in accordance with the City standards in effect at the time the improvement plans are submitted for approval.

The deferral shall be for no longer than nine months.

If the required street improvements are not completed by the agreed upon deadline, the financial deposit shall be applied as a proportional share toward a project which completes the deferred improvements, in whole or in part, if the project is constructed with City funds or resources. If

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





THE PEARL OF TILLAMOOK BAY

# City of Bay City

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PO Box 3309  
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Fax (503) 377-4044  
TDD 7-1-1  
[www.ci.bay-city.or.us](http://www.ci.bay-city.or.us)

the subject property's proportional share of the improvement project is less than the amount of the deposit, the difference shall be refunded to the party which paid the deposit.

Deposit accounts for the financial deposit shall be maintained by the City, and shall identify the required party, the map and tax lot number of the parent parcel being developed and for which the payment is being received, and the date and amount of the payment.

Approved by the City Council of Bay City, Oregon, on November 14, 2023.



## BAY CITY FIRE AND RESCUE

Fire Chief, Alan Christensen  
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: [achristensen@ci.bay-city.or.us](mailto:achristensen@ci.bay-city.or.us)  
Phone: (971) 341-1951  
Office: (503) 377-2179

### *Sealed Bid Auction*

The Bay City Fire Department announces its intent to sell Engine 43, a 1996 conventional cab International 4900 fire engine. This engine was constructed by H&W Emergency Vehicles. Engine 43 is a Type 1 rated fire engine that has a 1500 GPM Darley Pump with a holding water capacity of 1000 gallons. Since the Bay City Fire Department received E-43, it has seen minimal use, only having 13,507 miles put on the apparatus.

This H&W fire engine has been well maintained in its nearly 30 years of service to the Bay City Fire Department. The fire department has had this apparatus annually pump tested. E-43's last pump test took place in November of 2022, and is scheduled for pump testing this November of 2023.

The Bay City Fire Department will be selling the engine via a sealed bid auction. The starting bid for this apparatus will be \$35,000.00, with a \$35,000.00 reserve. Bidders must submit a bid in a sealed envelope including name, address, phone number and bid in dollar amount. All submissions must be signed and dated, please write legibly. All bids must be received by the City of Bay City no later than December 19<sup>th</sup>, 2023, by 4:00 pm PST. All bids shall be addressed to the City of Bay City – City Hall at 5525 B St, Bay City, OR 97107, ATTN: “*fire truck*”. Only written bids will be accepted, and all bids received after 4:00 pm PST on December 19<sup>th</sup>, 2023, will not be considered.

If you are the highest bidder, you will be notified within 3 business days of the bid closing. 25% down payment will be required within 5 days of notification. Fulfillment of the remaining 75% will be required before transfer of the title. You will be responsible for picking up the fire truck from Bay City Fire Department located at 9390 4<sup>th</sup> St, Bay City, OR 97107.

You can contact the following individuals for more information or to request a viewing of this fire engine in person.

Fire Chief, Alan Christensen. (971) 341-1951, [Achristensen@ci.bay-city.or.us](mailto:Achristensen@ci.bay-city.or.us)

FF-EMT, Evan Saindon. (971) 341-1023, [Esaindon@ci.bay-city.or.us](mailto:Esaindon@ci.bay-city.or.us)



## BAY CITY FIRE AND RESCUE

Fire Chief, Alan Christensen  
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: [achristensen@ci.bay-city.or.us](mailto:achristensen@ci.bay-city.or.us)

Phone: (971) 341-1951

Office: (503) 377-2179

