

**CITY OF PORT ORFORD
REGULAR SESSION OF THE COMMON COUNCIL
THURSDAY, August 17th, 2023, AT 5:30 P.M.**

Please join this meeting from your computer, tablet or smartphone.

<https://meet.goto.com/529847277>

You can also dial in using your phone.

United States (Toll Free): 1 (877) 309-2073

United States: 1 (646) 749-3129

Access Code: 529-847-277

AGENDA

1. Call to order/roll call/ pledge of allegiance
2. Presentations to the Council/Citizens
3. Consent Calander
 - a. Sierra Izumida: Appointment Application for Parks Committee (pg. 3)
 - b. Res. 2023 – 17: DLCD Grant for Code Changes (pg. 4)
4. Additions to the Agenda
5. Citizen’s Concerns
6. Departmental Reports (pg. 5)
 - a. Administration – Irrigation Meters
 - b. Finance
 - c. Public Works
 - d. Police
 - e. Planning
 - f. Mayors Report
 - g. Liaison
 - i. Port – Webb
 - ii. School – Rask
 - iii. Fire District - Tidey
 - iv. Watershed – Vileisis
 - v. Parks - Tidey TLT
 - vii. Mainstreet – Burns
 - viii. Emergency Mgmt. - Burns
7. Old Business
 - a. ORD. 2023-15: Establishing Short Term Rentals License Requirements (pg. 6-21)
 - b. ORD. 2023 – 18: Granting a 10-year Franchise to Coos-Curry Electric Cooperative, Inc, Automatically renewing for a subsequent 10 years if not renegotiated. (pg. 22-29)
8. New Business
 - a. Res. 2023 – 19: Authorizing Contract For Part Time Financial Services Through June 30, 2024 (pg. 30-37)

- b. **Res. 2023 - 20: Establishing a Cap on the Number of Short Term Rentals Licensed In Residential Zones (pg. 38-39)**
- c. **ORD. 2023-21: Amending Code Section 2.12 Transferring TLT functions to the Parks Commission (pg. 40)**
- d. **ORD. 2023-22: Amending TLT Code functions to the Parks Commission (pg. 41-42)**
- e. **Res. 2023 - 23: Resolution Authorizing Closure of Checking and Savings Account For Parks Department Fundraising Activities (pg. 44)**

9. Continuing Action Items

10. Considerations

11. Future Meetings – Proposed dates

- a. **Thursday, September 14th, 2023; Special Session: Well Workshop In the Gable Chambers and Online at 5:30 pm**
- b. **Thursday, September 21st, 2023; Regular Meeting In the Gable Chambers and Online at 5:30 pm**

14. Adjourn

APPLICATION FOR APPOINTMENT TO COMMISSION, COMMITTEE OR TASK FORCE

If you do not wish to have any specific information in this form given out to the general public, please let us know, in writing, and tell us the reason why. We will try to honor your request within the constraints of the applicable public records law

I am interested in serving as a member of the Parks Commission

Name: Sierra Izumida

Mailing Address: 92705 Krapp Rd. Port Orford.

Home Address: Same ↗

Home Phone: 541-253-1029 Work Phone: _____ Fax: _____

E-mail: Sierra H Izumida @ gmail. com

Current Employment: Self

Area of Interest: Buffington Park

Area of expertise: Events, childcare, landscaping, Carpentry

Why do you want to serve? To help the organization that has given us such a golden opportunity

Previous service in this appointed position or similar position youth services boards for afterschool programs

Other volunteer activities community gardens beach cleanups, school activities, dance chaperone,

Does your schedule allow you to attend;

Daytime Meetings yes no Evening meeting yes no

Does your schedule limit the day you could attend meetings? yes no

Have you ever been convicted of a crime? yes no If yes, please explain

Additional Comments _____

Date: 7/24/23 Signature: 

Please return application to:
City of Port Orford
P.O. Box 310
Port Orford, OR 97465

Phone: 541-366-4568

Fax: 1-877-281-5307

email: jhutti@portorford.org

RESOLUTION 2023 –17
RESOLUTION TO SUBMIT TO OREGON DEPARTMENT OF LAND
CONSERVATION AND DEVELOPMENT AN APPLICATION FOR A GRANT TO
UPDATE HOUSING PLAN AND CODE SECTIONS

WHEREAS, the Common Council for the City of Port Orford is aware of the increased demand for housing of all types and price ranges; and

WHEREAS, the Council is aware that the State of Oregon has adopted laws and rules to increase the available types of housing to meet said demand, including but not limited to cottage clusters; and

WHEREAS, the Council determines it is in the best interest of the City to update its Housing Plan and sections of its land development ordinances to allow for housing of all types and price ranges; and

WHEREAS, the Council acknowledges that the City does not have the funds to completely pay for the updates, but does have employees and volunteers who can contribute in-kind to said work; and

WHEREAS, the Oregon Department of Land Conservation and Development has grant funds available to local jurisdictions to help pay for the updates;

NOW THEREFORE, the Common Council for the City of Port Orford
RESOLVES

To Submit to the Oregon Department of Land Conservation and Development for a Grant to Update Housing Plan and Code Sections

Dated this 17th day of August, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date

**Port Orford Watershed Liaison Report,
Submitted by Councilor Ann Vileisis, Aug. 9, 2023**

I have coordinated with City Administrator John Huttli on final details related to the DEQ State Revolving Fund loan and the need to request an extension from DEQ and from The Conservation Fund for our purchase and escrow agreement.

The project of working on a new IGA/MOU with the Curry Soil and Water Conservation District remains in progress, but there has been a delay. The summer is a busy field season for staff, and so I anticipate being able to work towards completion on this project later this fall, in coordination with John Huttli.

The Port Orford Watershed Council continues to investigate the best option for its status —under the umbrella of the city as it was originally convened or as a separate organization with an MOU with the city. There are many details and pros and cons to consider. Overall, I think having a group of dedicated local citizens committed to hands-on management and stewardship of our drinking water source areas has been a huge asset to our city, and so I'd like to see us come up with a positive outcome for the future.

I participated in watershed/ reservoir tour with local staff from U.S. Rep. Val Hoyle's office, which was a follow up from the letter that Mayor Cox and I and John Huttli sent back in July, alerting them to our water situation of significantly reduced reservoir capacity and that we may need their assistance after the dredging permit application is officially submitted.



City of Port Orford

TO: Mayor and City Council

FROM: John Huttel, City Administrator

DATE: August 17, 2023

SUBJECT: Second Reading Short Term Rental Ordinance

Summary

On July 23, 2023, the City Council approved a draft Short Term Rental Ordinance, and moved it forward to a second reading.

Since that time, feedback has been received seeking clarification of three items:

- The number of existing Short Term Rentals in Residential Zones
This is the number we should use to inform our decision on a cap, so we know how many more we will get
- Addition to the Good Neighbor Policy to add language regarding responsible water use and conservation
- Expanding the Response time on complaints to 45 minutes or 60 minutes
- Requiring wind-proof garbage can lids, which are required in County STR ordinance and also available through Curry Transfer Recycling

It is possible for the City Council to make these changes and approve the ordinance at the time of the second reading.

The 30-minute time limit for response and living distance of the contact person representative can found in sections 05.05.050(A)(3); 05.05.090 (C); and 05.05.090(B)(1).

Recommendation

Staff recommends approval with changes agreed-upon by the Common Council.

ORDINANCE NUMBER 2023 - 15

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF PORT ORFORD

The Common Council of the City of Port Orford hereby ordains that the following Ordinance be adopted for Short-Term Rental Operating Licenses

ORDINANCE 5.05

SECTIONS:

05.05.010	Title
05.05.020	Purpose
05.05.030	Definitions
05.05.040	Annual Short-Term Rental Operating License Required
05.05.050	Application and Fee
05.05.060	Term of Annual License and Transferability
05.05.070	Application Required and Burden for Application Approval and License Renewal
05.05.080	Operational Requirements and Standards for Short-Term Rentals
05.05.090	Additional Operational Requirements
05.05.100	Implementation of this Ordinance and Application to Short-Term Rentals Operating License on the Date of its Adoption
05.05.110	Violations
05.05.120	Penalties
05.05.130	Appeals of Short-Term Rental Operating License Determinations
05.05.140	Discontinuance of Short-Term Rental Occupancy
05.05.150	Remedies Not Exclusive

05.05.010- Title:

The provisions of this ordinance are intended to authorize the licensing and the regulating of short-term rentals in residential dwelling units on all property within the City of Port Orford. There is added to the City of Port Orford Municipal Code Ordinance 5.05 entitled Short-Term Rental Operating License and those sections and subsections set forth below.

05.05.020 - Purpose:

This ordinance provides reasonable and necessary regulations for the licensing of short-term rentals of residential dwelling units, the purposes of which are to:

- A.** Protect the health, safety, and welfare of short-term and long-term renters, property owners and neighboring property owners throughout the City of Port Orford.
- B.** Balance the legitimate livability concerns of residential neighbors with the rights of property owners to use their property as they choose.
- C.** Provide visitors to The City of Port Orford with reasonable opportunities and a range of short-term rental and vacation occupancy options.
- D.** Provide long-term residential options for those people who want to live and work in the City of Port Orford.

- E. Protect the character of the City’s neighborhoods by limiting the number, concentration, and scale of full-time short term rentals in residential zones.

In the adoption of these regulations, the City finds the transient rental of dwelling units has the potential to be incompatible with the residential neighborhoods in which they are situated and to have a damaging impact on the liability of those neighborhoods. Therefore, special regulation of dwelling units used for transient occupancy is necessary to ensure these uses will be compatible with surrounding residential uses and will not materially alter the livability of the neighborhoods in which they are located.

A Short-Term Rental Operating License is revocable permission to operate a short-term rental, but only in accordance with this ordinance. A Short-Term Rental Operating License may be terminated, revoked or not renewed if the standards of this ordinance are not met or the dwelling is sold or otherwise transferred as defined in this ordinance. This ordinance provides an administrative framework for the licensing and operation of short-term rentals and provides a process by which owners can appeal the City’s decisions related to short-term rentals.

The regulations of this code are not intended to permit any violation of the provisions of any other law or regulation. Any exceptions allowed by this ordinance shall not exempt the short-term rental from any other applicable requirement, regulation or ordinance adopted by the City of Port Orford.

The requirements in this ordinance are not “land use regulations” as defined in ORS 197.015 or 195.300(14). The regulations contained in this ordinance are not intended to, nor do they, implement the City of Port Orford Comprehensive Plan, the Curry County Land Use Ordinance, nor do they implement any of the Statewide Planning Goals.

Administrative Rules. The City Administrator will have the authority to establish administrative rules and regulations consistent with the provisions of this ordinance for the purpose of interpreting , clarifying, carrying out, furthering and enforcing the provisions of this ordinance. A copy of such administrative rules and regulations shall be on file in City Hall and shall be posted on the City’s website. Any such administrative rules and regulations shall be binding upon any owner, operator or registrant of a short-term rental.

13.05.030 - Definitions: The following definitions shall apply to this ordinance, its interpretation, application and enforcement; otherwise, ordinary dictionary definitions shall apply unless the contact indicates otherwise.

Adoption of this Ordinance: means the date on which this ordinance takes effect after adoption by the Port Orford City Council.

Applicant(s): means an owner(s) of a dwelling unit who applies to the City for a Short-Term Rental Operating License.

Authorized Agent: is a property management company or other entity or person who has been designated by the applicant or licensee, in writing, to act on their behalf. The authorized agent may or may not be the designated representative for purpose of contacting for complaints.

Bedroom: means a room intended and permitted to be used for sleeping purposes that has all of the following attributes:

- Light ventilation and heating
- Consists of four walls to the ceiling, at least one of which is located along an exterior wall with a window.
- All sleeping areas used as a bedroom in a short-term rental must be permitted for that use, and no areas may be converted to a bedroom without demonstration of compliance with this ordinance.

City Administrator: means the City Administrator or any authorized employee of the City of Port Orford designated by him/her.

Change of Property Ownership: means the transfer of title from one person to another.

Contact Person: means the owner, or if designated on the license application, the authorized agent of the owner, authorized to act on behalf of the owner of the short-term rental property.

Daytime: means between the hours of 7:00 am to 10:00 pm.

Dwelling Unit: means a lawfully established single unit that provides complete independent living facilities for one or more people including permanent provisions for living, sleeping, eating, sanitation and one cooking area. Dwelling unit includes a single-family dwelling and factory-built or manufactured dwelling that bears a valid certification of compliance with applicable manufactured dwelling standards. Dwelling unit does not include a recreational vehicle or similar mobile structure, or motorized vehicle designed and built for temporary vacation use.

Good Cause: for the purposes of denial, suspension, revocation, impositions of conditions, renewal and reinstatement of a Short-Term Rental Operating License means (1) the applicant, owner or contact person has failed to comply with any of the terms, conditions, or provisions of this ordinance or any relevant provision of the Port Orford Municipal Code, State law or any other rule or regulation promulgated thereunder; (2) the Applicant, Owner, or Contact Person has failed to comply with any special conditions placed upon the Short-Term Rental Operating License; or (3) the short-term rental has been operating in a manner that adversely affects the public health or welfare of the safety of the immediate neighborhood in which the short-term rental is located.

Good Neighbor Policy: means a policy furnished by the City of Port Orford that summarizes general rules of conduct, consideration and respect, and includes without limitation provisions of this ordinance applicable to or expected of guests occupying the short-term rental.

Hosted Home Share: means the transient rental of a portion of a dwelling while the homeowner is present. For the purpose of this title, “present” means the homeowner is staying in the dwelling overnight.

Licensee: means the owner(s) of a dwelling unit who holds a Short-Term Rental Operating License.

Non-Transient Rental: means to rent a dwelling unit or room(s) for compensation on a month to month basis, or for a period longer than 30 days.

Overnight: means between 10:00pm to 7:00am the following day. Overnight includes the term “Quiet Hours.”

Owner(s): means the natural person(s) or legal entity that owns and holds legal or equitable title to the property. If the owner is a business entity such as partnership, corporation, limited liability company, limited partnership, limited liability partnership or similar entity, all persons who have an interest in that business entity may be considered an owner.

Renter: means a person who rents a short-term rental or is an occupant in the short-term rental. Renter includes the term “tenant.”

Short-Term Rental or STR: means the transient rental of a dwelling unit for a period of 30 or fewer nights but does not include a bed and breakfast enterprise, hotel, motel and RV parks. Short-term rental includes advertising, offering, operating, renting, or otherwise making available or allowing any other person to make a dwelling unit available for occupancy or use a dwelling unit for a rental period of 30 or fewer nights. Short-term rental use is a type of “vacation occupancy” as defined in ORS 90.100.

Short-Term Rental Operating License: means the regulatory license required and described in this ordinance. It will be referred to as an “operating license.”

Transfer: means the additional or substitution of owners not included on the original license application whether or not there is consideration. If multiple owners exist on a license, individual owners may be removed from that license without constituting a transfer.

Transient Rental: means to rent a dwelling unit or room(s) for compensation on less than a month to month basis.

Vacation Home Rental: means the transient rental of an entire dwelling unit.

05.05.040 –Annual Short-Term Rental Operating License Required.

No owner of property within the City of Port Orford City limits may advertise, offer, operate, rent or otherwise make available or allow any other person to make available for occupancy or use a short-term rental without a Short-Term Rental Operating License. Advertise or offer includes through any media, whether written, electronic, web-based, digital, mobile or any other form of communication.

- A. **License Must Be Obtained.** A Short-Term Rental Operating License shall be obtained and renewed as prescribed in this ordinance before a dwelling unit may be offered, advertised or used as a short-term rental. The permission to operate a short-term rental in the City of Port Orford that is embodied in a license may be revoked for failure to obtain, renew or maintain registration, to operate a short-term rental in accordance with all requirements of the license, or otherwise comply with the requirements of this ordinance. It is a violation of this ordinance to operate a short-term rental without a valid license.

- B. **No Nonconforming Status Conferred.** The fact that an owner of property or other entity may hold a license on the date of adoption of this ordinance, does not confer a property right status under ORS 215.130 to continue operation of a short-term rental. Operation, advertisement or offering a dwelling unit for short-term rental use, in all cases, requires a valid license.
- C. **Cap on Number of Short-Term Rental Operating Licenses in Effect for The City of Port Orford.** The City Council may establish by resolution a limit on the number of Short-Term Rental Operating Licenses that can be in effect at any one time for defined residential areas 1-R and 2-R. If at the time of license application for a new or renewed short-term rental license, there is not room within the applicable residential area cap to accommodate the new or renewed license, the application will be denied, but the applicant will be placed on a waiting list in order of rejection/non-renewal and will be contacted by the City Administrator as soon as there is room within (under) the applicable residential area cap to accommodate the new/renewed short-term rental license. There is no similar limitation on issuance of licenses outside residential areas 1-R and 2-R.
- ~~D.~~ **Density Limitation on Short-Term Rental Operating License in the City of Port Orford.** The City will not issue a new short-term rental license in defined residential areas 1-R and 2-R if, at the time of application, there is a valid and licensed short-term rental operating on a property within 300 feet (closest property boundary to closest property boundary) of the applicant's property.

05.05.050- Application and Fee.

- A. **Application Required.** Applications for a Short-Term Rental Operating License shall be on forms provided by the City, demonstrating the applicant meets the standards required by this ordinance. The applicant or authorized agent shall certify the following information be true and correct:
1. *Owner/Applicant Information.* Applicant's name, permanent residence address, telephone number, and the short-term rental address and telephone number.
 2. *Proof of Residential Use (for hosted home shares within the R1 and R2 zones only).* The residential use of a dwelling unit shall be established through its continued use as the primary residence of the property owner. The applicant shall provide at least two of the following items as evidence that the dwelling is the primary residence of the owner:
 - i. A copy of voter registration.
 - ii. A copy of an Oregon Driver's License or Identification Card.
 - iii. A copy of federal income tax return from previous tax year (page 1 only financial data should be redacted).
 3. *Representative Information.* The applicant shall provide the name, working telephone number, address and email of a local representative (which can be a person or company) who can be contacted concerning use of the property or complaints related to the short-term rental property. For the purposes of this requirement, local means the representative's

address is within a 30 minute travel time of the subject property where the short-term rental is located.

4. *Site plan and floor plan.* The site plan shall be a scale drawing, which can be hand-drawn, showing property boundaries. Building footprint, location and dimensions of parking spaces. Including dated photo(s) of interior and exterior parking spaces.
The floor plan shall show in rough dimensions the locations and dimensions of all bedrooms in the dwelling unit or single-family dwelling.
5. *Proof of Liability Insurance.*
6. *Proof of Transient Lodging Tax Registration.* Evidence of transient lodging tax registration with the City for short-term rental.
7. *Good Neighbor Guidelines.* Acknowledgment of receipt and review of a copy of the City's Good Neighbor Guidelines. In addition, evidence that the City's Good Neighbor Guidelines had been effectively relayed to short-term rental tenants, by incorporating it into the rental contract, including it in the rental booklet, posting it online, providing it in a conspicuous place in the dwelling unit, or a similar method.
8. *Listing Number.* If they advertise, the listing numbers, or website addresses of where the short-term rental advertises (such as the VRBO/Airbnb/rental website number, accounts number, URL, ect.)
9. *A completed safety checklist.*
10. *Proof of Garbage Service.*
11. *Such other information as the City Administrator or designee deems reasonably necessary to administer this ordinance.*

B. ***Incomplete Application.*** If a license application does not include all required materials and documentation, the application will be considered incomplete and the City will notify the applicant, in writing, explaining the deficiencies. If the applicant provides the missing required information within 21 calendar days of notice, the application will be reviewed. If the applicant does not provide the required information, the application will be deemed withdrawn and the City may refund all or a portion of the application fee.

C. ***License Fee.*** The fee for application for a Short-Term Rental Operating License or license renewal shall be as established by resolution of the City Council, but shall not be less than the following amounts:

1. Initial application fee of not less than \$400.
2. An annual renewal fee of not less than \$300.
3. A fee of not less than \$75 per bedroom.
4. An addition of a bedroom to an existing short-term rental license shall be subject to a license alteration fee of not less than \$50.

05.05.060- Term of Annual License and Transferability

- A. **Term.** A Short-Term Rental Operating License is valid for one year (12 months) and shall automatically expire if not renewed on or before June 30th. The license may be renewed annually by the licensee or authorized agent when all applicable standards of this ordinance are met. If an authorized agent changes during the operating license period, the licensee shall notify the City in writing of the change 14 days prior to the date the change takes effect, except when the failure to do so is beyond the licensee's control.
- B. **Transferability.** The Short-Term Rental Operating License shall be issued in the name of the licensee(s) and is not transferable.

05.05.070- Application Required and Burden for Application Approval and License Renewal

- A. **License Must be Obtained.** Applications for Short-Term Rental Operating License shall be on forms provided by the City, demonstrating the application meets the standards required by this ordinance.
- B. **Burden of Proof.** The applicant has the burden of proof to demonstrate compliance with each applicable criterion for initial approval or annual renewal of the Short-Term Rental License. The approval criteria also operate as continuing code compliance obligations of the owner/contact person.
- C. **Responsibility.** The applicant shall certify that all information provided is correct and truthful. It is the applicant's responsibility to assure that the short-term rental is and remains in compliance with all applicable codes.
- D. **Transient Lodging Tax Compliance.** The property owner shall be in compliance with the City of Port Orford Transient Lodging Tax Ordinance 3.08.
- E. **No Outstanding City Fees or Fines.** The property owner shall be current with all penalties and fines due to the City of Port Orford Municipal Court.
- F. **Renewal Standards.** The Short-Term Rental Operating License shall be issued in the name of the licensee (s) and is not transferable. Short-Term Rental Operating Licenses will be renewed by the licensee annually.
- G. **Renewal.** The City will review an application for a Short-Term Rental Operating License renewal and issue a renewal provided all the standards in this ordinance continue to be met. If not met, the City will not renew the Short-Term Rental Operating License and the property shall not be used as a short-term rental.
- H. **Right to Inspect.** The City Administrator shall conduct a site visit upon application for a short term rental or at any other time to confirm the number of bedrooms stated on the application and the number, location and availability of on-site parking spaces. The site visit will be coordinated with the applicant and be conducted during the City's normal business hours, and with reasonable notice. Failure to allow inspection shall result in violation of this ordinance.

- I. **Appeal Rights.** Decisions under this section may be appealed per 05.05.130.

05.05.080- Operational Requirements and Standards for Short-Term Rentals. To qualify to obtain or retain a Short-Term Rental Operating License, the contact person and short-term rental must comply with the following operational requirements and standards. Failure to comply could be grounds for denial, non-renewal or revocation of a Short-Term Rental Operating License.

- A. **Maximum Occupancy.** The maximum overnight occupancy for a short-term rental shall be limited to two (2) persons per bedroom plus two (2) additional persons. For example, a two-bedroom short-term rental is permitted a maximum overnight occupancy of six (6) people. The contact person may allow up to two (2) minor children age 2-12, to occupy the short-term rental in addition to the maximum number of occupants. Minors up to age 2 do not count towards maximum occupancy.
- B. **Off-Street Parking Spaces Required for 1-R and 2-R Only.** One (1) off-street vehicle space is required per bedroom. All of the required notices and placards required by this ordinance shall require the renters to park on-site and not park on the street, even if on-street parking is otherwise available.
- C. **Contact Information.** The applicant or authorized agent has provided information sufficient to verify a qualified person will be available to be contacted about use of the short-term rental during and after business hours. The licensee or representative shall be available to be contacted by telephone to ensure a response to the short-term rental address at all hours (24 hours a day, 7 days a week). Response must be within 30 minutes. The designated representative maybe changed from time to time throughout the term of the license. To do so, the license information shall be revised with the City at least 14 days prior to the date the change takes effect, except when the failure to do so is beyond the licensee's control. In an emergency or absence, contact forwarding information to a qualified person may be provided for the licensee or representative. In the case of Hosted Home Shares, the contact person shall be the permanent resident who will be hosting the transient accommodations.
- D. **Quiet Hours.** A violation occurs if between the hours of 10:00 p.m. and 7:00 a.m. there is any unreasonable noise from a STR that can be heard at the property line.
- E. **No Unpermitted Improvements or Bedrooms.** All electrical, structural, plumbing, venting, mechanical and other improvements made to a registered short-term rental shall be fully permitted and inspected by applicable authority.
- F. **Notice to Neighbors.** For short-term rentals, the licensee or authorized agent shall either; (a) provide an annual mailing or otherwise distribute by hand, a flier to neighbors within a 300 foot radius of the short-term rental property address containing the operating license number and owner or representative contact information, or (b) post a small place card or sign as specified

by the City on the property in proximity to the adjacent street advising neighbors and tenants of the same information where it can be seen from the public right-of-way.

1. The purpose of this notice is so adjacent property owners and residents can contact a responsible person to report and request resolution of problems associated with the operation of the short-term rental. If the permanent contact information changes during the license period, the new information must be mailed or distributed again, or changed on the place card or sign.

G. *Health and Safety.*

1. *Responsibility.* It is the licensee's responsibility to assure that the short-term rental is and remains in substantial compliance with all applicable codes regarding fire, building and safety, health and safety, and other relevant laws.
2. *Fire and Emergency Safety.* A completed checklist for fire safety (fire extinguishers, smoke alarms, carbon monoxide detectors, etc.) shall be required with each annual Short-Term Rental Operating License application and renewal. The licensee shall be responsible for completing the fire safety checklist and ensuring continued compliance. Verification with the application or renewal by the City shall be required prior to issuance of a license and may be required for each renewal at the City Administrator's discretion.
 - i. At least one (1) functioning fire extinguisher shall be located in the kitchen of the short-term rental dwelling unit. Extinguisher must be visible and accessible to renters at all times.
 - ii. All electrical outlets and lights switches have face plates.
 - iii. Electrical panels shall be unobscured and have all circuits labeled.
 - iv. Every bedroom shall have a smoke detector that is interconnected with a smoke detector in an adjacent hallway, common area, or in the immediate area of the bedroom.
 - v. A carbon monoxide detector/alarm device shall be placed within 15 feet of each bedroom door.
 - vi. Exterior lighting shall be directed in a downward direction to prevent glare onto adjacent properties as per the Port Orford Municipal Code Chapter 15.17 Outdoor Lighting Code.
3. *Solid Waste Collection* – Minimum service requirements. During all months the dwelling unit is available for transient accommodation. Short-term rentals shall have weekly solid waste collection service with assisted pick-up provided by the solid waste provider, if available. For the purposes of this section, assisted pick-up means the collection driver retrieves the cart from the driveway, rolls it out for service, and then places it back in its original location.

- H. *Mandatory Postings.*** The Short-Term Rental Operating License issued by the City (or a copy thereof) shall be displayed in a prominent location within the interior of the dwelling adjacent to the front door. The license will contain the following information:

1. Number or other identifying mark unique to the short-term rental operating license which indicates the license is issued by the City of Port Orford with the date of expiration;
 2. The name of the licensee or representative and a telephone number where the licensee or representative may be contacted;
 3. The number of approved parking spaces for 1-R and 2-R only;
 4. The maximum occupancy permitted for the short-term rental;
 5. Tsunami Evacuation Map at every exit;
 6. Day of week of trash pickup;
 7. The property address.
- I. The licensee shall be in compliance with the Transient Lodging Tax pursuant to City of Port Orford Municipal Code Ordinance [5.09](#), and subject to the Tax Administrator's authority under that ordinance.
- J. **No Recreational Vehicle.** No recreational vehicle, travel trailer, or tent or other temporary shelter shall be used as or in conjunction with a short-term rental. No occupancy of a parked vehicle, including recreational vehicles is permitted in conjunction with a short-term rental.
- K. **Good Neighbor Policy and Guidelines.** The property owner and contact person shall acknowledge the City's Good Neighbor Policy, shall post them in every short-term rental, and provide copies to all short-term rental renters:

Good Neighbor Policy:

Commitment to Community: We share our Expectations of Conduct with guests in multiple ways: on our website, at time of booking, and upon arrival. These are enforceable standards required by the local jurisdictions. This is good information for residents, too!

- **Neighbors & Noise** The neighborhood general quiet hours are from 10pm-7am.
- **Parking** Parked vehicles may not block driveways, bike lanes or emergency vehicle access lanes; Obstructed access means delays, and delays could cost someone's life. Park Smart.
- **Speed Limits** Be mindful of posted speed limits. If you're not sure, slow down.
- **Garbage** All garbage will be put in the provided secure containers, and will be picked up once a week.
- **RVs** Occupied trailers and tents are not allowed on the premises at any time.
- **Pets** Leash your pet, unless you are in a clearly defined off leash area. Also, clean up after them.
- **Fires** Fires are only allowed in designated areas, and should never be left unattended. Outdoor fires are prohibited in Port Orford during many months of the year. Check with Coos Forest Protective Association (CFPA) on current restrictions before lighting any outdoor fires. www.cfpa.net (541) 267-3161).
- **Drones** Be mindful of where you are flying, and respectful of private property and wildlife. Some State Parks prohibit drone use.

05.05.090- Additional operational requirements

- A. **Advertising and License Number.** The licensee or authorized agent shall put the annual Short-Term Rental Operating License number on all advertisements for the specific property, if legally possible.
- B. **Complaints.**
 - 1. *Response to Complaints.* The licensee or representative shall respond to neighborhood questions, concerns, or complaints within thirty (30) minutes. Unresolved complaints shall result in an immediate violation of this ordinance.
 - 2. *Record of Response.* The licensee or representative shall maintain a record of complaints and the actions taken in response to the complaint, if relevant, in an electronic or written manner deemed reasonable to document the interaction. This record can then be made available for City inspection upon request to investigate a complaint.
- C. **Specific Prohibitions.** The following activities are prohibited on the premises of a short-term rental during periods of transient rental:
 - 1. Events in 1-R and 2-R. Examples of events include, but are not limited to, company retreats, weddings, rehearsal dinners, organizational meetings, family reunions, anniversary or birthday parties etc.
 - 2. Unattended barking dogs.
 - 3. Activities that exceed noise limitations during quiet hours set in this ordinance.

05.05.100- Implementation of this Ordinance and Application to Short-Term Rentals Operating Licenses on the Date of its Adoption. All new/initial Short-Term Rental Licenses issued after the date this ordinance is adopted shall implement and comply with all provisions in this ordinance. This section shall govern the implementation and applicability of this ordinance to short-term rentals that are lawfully established, registered and operating on the date of adoption of this ordinance (Lawful Pre-Existing Short-Term Rentals)

- A. **Lawful Pre-Existing Short-Term Rentals** To qualify as a Lawful Pre-Existing Short-Term Rental, the property owner must be able to demonstrate the following with credible evidence to the satisfaction of the City Administrator.
 - 1. The short-term rental has a license during the 12 months preceding adoption of this ordinance.
 - 2. Proof the short-term rental has been rented during the 12 months preceding adoption of this ordinance for a verifiable number of nights.
 - 3. The short-term rental owner paid the Transient Lodging Tax during the 12 months preceding the adoption of this ordinance for a verifiable number of nights.

05.05.110- Violations

In addition to complaints related to nuisance and noise and other violations of the City of Port Orford Municipal Code, the following conduct also constitutes a violation of this ordinance and is a civil infraction:

- A. The discovery of material misstatements or providing of false information in the application or renewal process.

- B. Representing a dwelling unit as available for occupancy or rent as a short-term rental where the owner does not hold a valid operating license issued under this ordinance, or making a short-term rental available for use, occupancy or rent without first obtaining a valid operating license.
- C. Advertising or renting a short-term rental in a manner that does not comply with the standards of this Ordinance.
- D. Failure to comply with the substantive or operational standards in sections 050.050.080, 050.050.090, 050.050.100 or any conditions attached to a particular short-term rental license.

05.05.120- Penalties

- A. In addition to the fines and revocation procedures described below, any person or owner who uses, or allows the use of, or advertises, property in violation of this ordinance is subject to the enforcement authority of the City Administrator.
- B. Each twenty-four (24) hour period in which a dwelling unit is used, or advertised, in violation of this ordinance or any other ordinance of the City of Port Orford Municipal Code shall be considered a separate occurrence for calculation of the following fines:
 1. The first occurrence of one or more violation(s) will incur a warning or other fine amount otherwise specified in City of Port Orford Municipal Code, whichever is greater.
 2. A second occurrence of one or more violation(s) within a 12-month period is subject to a \$250 fine or other fine amount otherwise specified in City of Port Orford Municipal Code, whichever is greater.
 3. A third occurrence and all subsequent occurrences of violation(s) within a 12-month period is subject to a \$500 fine or other fine amount otherwise specified in City of Port Orford Municipal Code, whichever is greater.
- C. **Revocation & Suspension.** The following actions are grounds for immediate revocation or suspension of a Short-Term Rental Operating License and cessation of use of the dwellings unit for short-term tenancy:
 1. Failure to renew a Short-Term Rental Operating License as set forth in City of Port Orford Municipal Code 05.10.060 while continuing to operate a short-term rental.
 2. The receipt by the City of 3 or more unresolved complaints about the short-term rental within a 12-month period alleging violations of the requirements of this Ordinance.
 3. The discovery of material misstatements or providing of false information in the application or renewal process is grounds for immediate revocation of the Short-Term Rental Operating License.
 4. Such other violations of this ordinance of sufficient severity in the reasonable judgment of the City Administrator, so as to provide reasonable grounds for immediate revocation of the Short-Term Rental Operating License.
- D. **Notice of Decision/Appeal.** If the property owner is fined or a Short-Term Rental Operating License is revoked as provided in this section, the City Administrator shall send written notice to the property owner stating the basis for the decision. The notice shall include information about the right to appeal the decision and the procedure for filing an appeal. The property owner may appeal the City Administrator's decision under the procedures set forth in City of Port Orford Municipal Code Ordinance 05.05.130. Upon receipt of an appeal, the City Administrator shall stay the decision until the appeal has been finally determined by the Port Orford City Council.

05.05.130- Appeals of Short-Term Rental Operating License Determinations. Any decisions by the City approving, denying, or revoking a Short-Term Rental Operating License may be challenged, only

pursuant to this section. This includes a decision by the City Administrator made pursuant to Section 050.050.100 regarding a Lawful Pre-Existing Short-Term Rental.

- A. **Filing Requirements – Notice.** The property owner or authorized agent may appeal a Short-Term Rental Operating License decision to approve, deny or revoke an operating license under City of Port Orford Municipal Code 05.05.100.
- B. **Authority to Decide Appeal.** The Port Orford City Council shall be responsible for deciding all appeals under this ordinance.
- C. **Time for Filing.** A property owner is required to file a written notice of appeal including a written description of the legal basis for the appeal no later than 14 calendar days after the license application, renewal or other determination being appealed was issued. This requirement is jurisdictional and late filings shall not be accepted.
- D. **Fee for Appeal.** The Port Orford City Council may establish by resolution a fee for filing an appeal, which shall be a jurisdictional requirement.
- E. **Procedures.** The City Administrator may establish administrative procedures to implement the appeal process provided in this section, including any required forms. The Port Orford City Council may adopt procedures for hearings not in conflict with this section, including but not limited to time limitations on oral testimony and limitations on written argument.
- F. **Hearing.** Within 35 days of receiving the notice of appeal, the City Administrator shall schedule a hearing on the appeal before the Port Orford City Council. At the hearing, the appellant shall have the opportunity to present evidence and arguments as may be relevant. The Port Orford City Council may direct the City Attorney to draft findings of fact and interpretations of code or law to be considered at a later meeting.
- G. **Standard of Review and Decision.** The Port Orford City Council shall determine whether the City’s decision was based on a preponderance of the evidence. A decision of the Port Orford City Council shall be based on the evidence received, in writing and signed by the chair, no later than 30 days after the close of the hearing. The Port Orford City Council may determine not to fine, suspend or revoke the license. If the Port Orford City Council upholds the decision to revoke the Short-Term Rental Operating License, the City Administrator shall order the licensee to discontinue the use of the property as a short-term rental. If the Port Orford City Council reverses the decision to suspend or revoke the operating license, the property owner shall continue to use the property as a short-term rental.
- H. **Finality.** The Port Orford City Council’s decision shall be final on the date of mailing the decision to the appellant. The Port Orford City Council’s decision is the final decision of the City and is appealable only by writ of review to Circuit Court.

05.05.140- Discontinuance of Short-Term Rental Occupancy.

- A. **After Revocation.** After a Short-Term Rental Operating License has been revoked, the dwelling unit may not be used or occupied as a short-term rental unless a subsequent license is granted, and the licensee whose license has been revoked shall not be eligible to reapply for a short-term rental license for the same property for a period of two years.
- B. **After Expiration.** If a Short-Term Rental Operating License expires, the dwelling unit may not be used or occupied as a short-term rental until such time as a subsequent license has been granted for that property.

05.05.150- Remedies Not Exclusive

The remedies provided in this ordinance are in addition to, and not in lieu of, all other legal remedies, criminal and civil, which may be pursued by the City to address any violation of this code, the Development Code, or other public nuisance.

The foregoing ordinance was enacted by the Common Council of the City of Port Orford this ___th day of ___ 1 and effective the ___th day of ___ by the following vote:

DATED :

Passed or Failed by the following Roll Call Vote

Yes: _____

No: _____

Passed _____ Failed _____

ATTEST:

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date

ORDINANCE 2023 – 15
ORDINANCE ESTABLISHING CITY OF PORT ORFORD
SHORT TERM RENTAL LICENSE REQUIREMENTS

WHEREAS, the Common Council for the City of Port Orford finds that the transient rental of dwelling units has the potential to be incompatible with the residential neighborhoods in which they are situated and to have a damaging impact on the liability of those neighborhoods; and

WHEREAS, special regulation of dwelling units used for transient occupancy is necessary to ensure these uses will be compatible with surrounding residential uses and will not materially alter the livability of the neighborhoods in which they are located; and

WHEREAS, this ordinance provides reasonable and necessary regulations for the licensing of short-term rentals of residential dwelling units, said regulations in this ordinance are not “land use regulations” as defined in ORS 197.015 or 195.300(14). The regulations contained in this ordinance are not intended to, nor do they, implement the City of Port Orford Comprehensive Plan, the Curry County Land Use Ordinance, nor do they implement any of the Statewide Planning Goals.:

NOW THEREFORE, the Common Council for the City of Port Orford ORDAINS:

The Short Term Rental Ordinance is approved and adopted, per exhibit A attached hereto and incorporated by reference hereby and herein.

Dated this _____th day of _____, 2023

Mayor, Pat Cox

Date

Attest: City Recorder, Joseph Harrison

Date

First Reading 7/20/2023
Second Reading / /



City of Port Orford

TO: Mayor and City Council

FROM: John Huttli, City Administrator

DATE: August 17, 2023

SUBJECT: Second Reading Ordinance Granting 20-year Franchise to Coos Curry Electric Cooperative (CCEC) to operate in City Rights of Way

Summary

The City Council voted to send this ordinance to a second reading. The ordinance at the first reading included some language that was not desired by CCEC. That language was pointed out at the first reading and has since been changed, without adversely impacting the City.

The changes concerned how to properly describe in words the spreading of costs to all of CCEC's customers, not only those in Port Orford, as well as lighting concerns.

"In exchange for City agreeing to the amount of the Franchise Fee, Grantee agrees to account for the Franchise Fee as an operating cost chargeable to all of Grantee's members."

And

"It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures, per City Lighting Codes and Regulations now and as amended."

Recommendation

Staff recommends approving the Ordinance.

ORDINANCE 2023 – 18

AN ORDINANCE GRANTING A 10-YEAR FRANCHISE TO COOS-CURRY ELECTRIC GRANTEE, INC., FOR THE OPERATION OF AN ELECTRIC POWER TRANSMISSION AND DISTRIBUTION SYSTEM WITHIN THE CITY OF PORT ORFORD; PRESCRIBING THE TERMS, CONDITIONS AND MANNER OF THE ACCEPTANCE OF SUCH FRANCHISE; REPEALING ORDINANCE NO. 2004-01.

WHEREAS, The Common Council for the City of Port Orford (Council) Ordinance Number 2004-01, establishing the past franchise agreement with Coos Curry Electric Cooperative (CCEC), will expire in August 2023; and

WHEREAS, the Council finds it is in the best interest of the City to repeal and replace Ordinance 2004-01 in its entirety and replace it with a new ordinance codified franchise agreement; and

WHEREAS, the Council has had a workshop on the new terms and conditions of the franchise agreement and find them acceptable as set forth on Exhibit 1 incorporated by reference herein;

NOW THEREFORE, the Common Council for the City of Port Orford ORDAINS:

Franchise Agreement Ordinance with Coos Curry Electric Cooperative is approved and adopted; Exhibit 1 code sections 3.20.010 et seq., with Exhibit A incorporated herein.

Ordinance 2004-01 is repealed and replaced in its entirety.

Dated this _____th day of _____, 2023

Pat Cox, Mayor, City of Port Orford

Attest: Joseph Harrison, Recorder

First Reading / /

Second Reading / /

Chapter 3.20

Granting a 10-year Franchise to Coos-Curry Electric Cooperative, Inc, Automatically renewing for a subsequent 10 years if not renegotiated.

Section 3.20.010	Repeal of Ordinance
Section 3.20.020	Grant of Franchise
Section 3.20.030	Emergency Repair
Section 3.20.040	Installation of Facilities
Section 3.20.050	Restoration of Facilities
Section 3.20.060	Construction Conflicts to be Avoided
Section 3.20.070	Adjustments to Facilities
Section 3.20.080	Conditions on Sale, Transfer, or Assignment
Section 3.20.090	Indemnification
Section 3.20.010	Terms and Conditions of Franchise
Section 3.20.011	Grantee Use of Poles
Section 3.20.012	Term and Renewal
Section 3.20.013	Acceptance

3.20.010. Repeal of Ordinance No. 2004-01. Ordinance No. 2004-01 of the City of Port Orford (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Port Orford and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Grantee"), under said Ordinance No. 2004-01 shall be settled between said parties as of the date that the Grantee shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Grantee's governing board.

3.20.020. Grant of Franchise. There is hereby granted by the City of Port Orford ("City") to the Coos Curry Electric Cooperative, Inc. ("Grantee"), the non-exclusive right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Port Orford.

3.20.030. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee's electric service facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works permit. All emergency maintenance and repair work, erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works and Development Services Department ("Public Works Department") of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee

shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in material and workmanship and depending on the extent of the work, may require additional sureties as defined in Section 3 herein.

3.20.040. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of electric services by means of poles, conduits, wires, cables, and other equipment or appliances, or relocation of any of the Grantee's electric services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Public Works Department via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship.

When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules, and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules, or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Franchise does not require Grantee to comply with existing or future ordinances, resolutions, rules, or orders that conflict with any specific provision of this Franchise.

The word "applicable", as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or intentional wrongful act of the City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/ blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.355(4).

3.20.050. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Port Orford Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne proportionately by the Grantee and other utilities being concurrently relocated as coordinated and adjudicated by the City unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

“Relocation for public necessity” shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited to water and sewer facilities.

It shall not include the relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation. Nothing herein shall be deemed to preclude the City from agreeing in writing, in its sole discretion, to contribute to utility operators' costs for such relocation.

3.20.060. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a water or sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

3.20.070. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

3.20.080. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

3.20.090. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they

may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

3.20.010. Terms and conditions of franchise.

A. In consideration of the rights, privileges and franchise hereby granted in Section 2 of this ordinance, grantee shall pay to the City a fee equivalent to 3.5% per annum of the Grantee's gross operating revenues less uncollectible amounts ("Franchise Fee"), earned within the City limits commencing effective September 1, 2023. In exchange for City agreeing to the amount of the Franchise Fee, Grantee agrees to account for the Franchise Fee as an operating cost chargeable to all of Grantee's members.

B. Payment of said fee shall be made monthly by the fifteenth (15th) of the following month. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the Franchise Fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

C. Grantee shall furnish the City all street lighting service pursuant to Grantee's Schedule 51 - Area Lighting & Public Street Lighting Service, attached as Exhibit A to the franchise agreement, as such may be amended or renumbered from time to time by Grantee's Board of Directors. It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures, per City Lighting Codes and Regulations now and as amended.

3.20.011. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

3.20.012. Term.

A. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 13 (“Effective Date”).

B. This franchise shall automatically renew for another ten (10) year period if neither party notifies the other of its intent to re-open for negotiations of different terms. Such notice shall be in writing and delivered not fewer than six months prior to the renewal date.

3.20.013. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

Passed by the City Council on August 17, 2023; effective, September 17, 2023.

Signed by me in the authentication of its passage _____ day of _____, 2023.

ATTEST:

Mayor

City Recorder

First Reading _____ / /

Second Reading _____ / /

Accepted by the Franchisee:

The amendment to the Franchise granted to Coos Curry Electric Cooperative, Inc. as set forth in this Ordinance is hereby accepted by the Franchisee on the _____ day of _____, 2023.

Signature: _____ Printed

Name: _____ Title:



City of Port Orford

TO: Mayor and City Council

FROM: John Huttli, City Administrator

DATE: August 17, 2023

SUBJECT: Resolution Authorizing Contract with David Johnson for Financial Services

Summary

The City currently has need of a Finance Director. While we are in the process of recruiting a permanent hire, the need for services continues.

As a temporary solution, staff proposes retaining the services of David Johnson. The position has not been budgeted; nevertheless, David Johnson has reviewed our budget and had pieced together resources from multiple city funds that could pay for such services.

The proposed contract anticipates David Johnson to perform most city financial functions in an amount not to exceed \$41,000, through June 30, 2024, while the City advertises for a full time Finance Director.

Recommendation

Staff recommends approval.

David Johnson
42727 Silver Springs RD.
Port Orford, OR. 97465

BID FOR PROFESSIONAL SERVICES

RE: FINANCE DEPARTMENT ADMINISTRATION AND SUPPORT
For Fiscal Year 2023 – 2024

Monthly services:

Reconcile the following: cash, bank statements, accounts payable, payroll, citations, utility billing, accounts receivable and other tasks needed to “close out the month” in the financial software (Tyler Technologies) and to provide a monthly report for the monthly council packet that consists of a narrative budget report summarizing the revenues and expenditures for the most recent completed month along with the associated check register. Also, a monthly budget report will be provided for the Mayor, Councilors and City Administrator and will be delivered separately from the Council Packet.

Additionally, support will be provided to the accounting assistant and utility clerk in the use of the financial software as needed.

As a compromise for the inability of attending council meetings, support will be provided for the Mayor and Councilors by phone as needed.

The monthly services are estimated to take 40 hours per month or 440 hours for the remainder of FY-24 (August - June.)

Audit services:

In addition to the above duties, services will be provided to finalize the forensic audit that is currently being performed by KDP Certified Public Accountants and to record their recommendations if appropriate for that audit and also for the annual audit for FY-22 once completed.

Additionally, I will work with the City of Port Orford staff in preparing for and recording the data for the FY-23 annual Audit.

Audit services are estimated to take 180 hours.

Grant services:

Services for grant administration will be provided on a time and material bases. This service is limited to providing financial data to complete reports for current grants and the financial data needed for grant applications.

VPN (gotomypc)

Access to City’s financial system will be reimbursed monthly by the City of Port Orford.

Rate:

\$65.00 per hour

Amount:

Monthly services	Not to exceed \$28,600.00
Audit services	Not to exceed \$11,700.00
Grant services	time and materials
VPN (gotomypc)	\$484.00

This estimate is based upon services needed for the remainder of Fiscal Year 24. It is also understood that the City of Port Orford is in the process of hiring a permanent financial person and that these services may not be needed for the entire year as proposed. Support will be provided to the newly hired Finance Director as needed on a time and material basis.

David Johnson 8/15/23
David Johnson Date

CONSULTING CONTRACT

This Consulting Contract (this "Contract") is entered into between David Johnson ("Contractor"), and the City of Port Orford, an Oregon Municipal Corporation ("CLIENT").

Article I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of all parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024.
1. **Scope of Work.** Contractor shall provide the personal services described in **Exhibit A** ("Work"), further contractor will assist in preparation of 2024-25 fiscal year budget.
2. **Consideration.** CLIENT agrees to pay Contractor \$65 per hour. The total of compensation shall not exceed Forty Thousand, Seven Hundred Eighty Four **dollars (\$40, 784.00)** for accomplishing the Work required by this Contract.
3. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit separate monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice Contractor shall not submit invoices for, and the CLIENT will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
4. **Mileage.** CLIENT will reimburse Contractor at the standard rate of \$0.65.5 per mile.

Article II.

1. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinance, as such may be amended from time to time.
2. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise) each of which shall be an original, all of which shall constitute the same instrument.
3. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon

and the ordinances of Curry County without regard to principles of conflicts of law. Any claim, action, or suit between CLIENT and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Curry County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the CLIENT of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

4. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** The Contractor agrees to indemnify, hold harmless and defend the CLIENT, and its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor except to the extent damages from such claims and actions are caused by CLIENT.

5. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of CLIENT for any purpose.

6. **INSURANCE.** Contractor shall separately secure at their own expense and keep in effect during the term of the performance under this Contract general liability insurance with a single limit of \$1,000,000 with an aggregate limit of \$2,000,000, and auto insurance with a single limit of at least \$250,000 with an aggregate limit of \$500,000.

*City
waived
Contractor*

7. **NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the following:

To: CLIENT: City of Port Orford, Attention City Administrator
555 W. 20th Street, PO Box 310
Port Orford, OR 97456

To: CONTRACTOR: David Johnson, Address On File, Port Orford, OR 97465

8. **OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that result from this Contract (the "Work Product") is the exclusive property of CLIENT. Contractor

hereby irrevocably assigns to CLIENT all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, or trade secret, or any other state or federal intellectual property law or doctrine. Notwithstanding the above, CLIENT shall have no rights in any pre-existing Contractor intellectual property provided to CLIENT by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for CLIENT use only.

9. **REPRESENTATIONS AND WARRANTIES.** Contractor represent and warrants to CLIENT that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor are independent Contractor as defined in ORS 670.600; and (D) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. **SEVERABILITY.** If any item or provision of this Contract 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 the Contract did not contain the particular term of provision held to be invalid.

11. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the CLIENT, which shall be granted or denied in the CLIENT's sole discretion.

12. **SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

13. **TERMINATIONS.**
 - (A) This Contract may be terminated by mutual agreement of the parties or by the CLIENT upon thirty (30) days written notice to Contractor. Upon receipt of written notice of termination from the CLIENT, Contractor shall immediately stop performance of the Work.
 - (B) If Contractor breaches any Contract provision or are declared insolvent, CLIENT may terminate after (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to CLIENT all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work had been completed. Upon CLIENT's request, Contractor shall

surrender to anyone CLIENT designates, all documents, research, objects or other tangible things needed to complete the Work.

14. **REMEDIES.** If terminated by the CLIENT due to a breach by the Contractor, then CLIENT shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor' sole remedy is payment for the goods and services delivered and accepted by the CLIENT, less any setoff to which the CLIENT is entitled.

15. **NO THIRD-PARTY BENEFICIARIES.** CLIENT and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

16. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

17. **TIME IS OF THE ESSENCE.** Contractor agree that time is of the essence in the performance this Contract.

18. **FORCE MAJEURE.** Neither CLIENT nor Contractor shall be held responsible for delay or default caused by events outside the CLIENT or Contractor' reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. **WAIVER.** The failure of CLIENT to enforce any provision of this Contract shall not constitute a waiver by CLIENT of that or any other provision.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

CONTRACTOR:

CLIENT:

David Johnson 8/10/23
Authorized Signature Date

Authorized Signature Date

David Johnson
Name/Title (Printed)

Name/Title (Printed)

RESOLUTION 2023 – 19
RESOLUTION AUTHORIZING CONTRACT WITH DAVID JOHNSON FOR FINANCIAL SERVICES PART TIME THROUGH JUNE 30, 2024 NOT TO EXCEED \$41,000.

WHEREAS, the Common Council for the City of Port Orford (City/Council) has determined that the City needs a person to perform and oversee city financial activities; and

WHEREAS, the City attempted to obtain a person to perform financial services for its most recent budget, and sought competitive quotes from multiple sources and was unable to obtain any competitive quotes; and

WHEREAS, the City has determined that a contract with retired City of Port Orford Finance Director David Johnson on the terms and conditions set forth in the accompanying documents is in the best interest of the City, especially considering his expertise, his historical knowledge of city operations, and ongoing working relationships with staff and council;

NOW THEREFORE, the Common Council for the City of Port Orford RESOLVES

Personal Services Contract for Financial Services with David Johnson is approved on such terms and conditions contained therein.

Dated this 17th day of August, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date



City of Port Orford

TO: Mayor and City Council
FROM: John Huttli, City Administrator
DATE: August 17, 2023
SUBJECT: Resolution Establishing Cap on Short Term Rentals (STRs) in Residential Zones

Summary

The recently adopted Short Term Rental Ordinance contains a provision allowing the City Council to put an upper limit on the number of STRs in the City's residential zones.

However, the Common Council has expressed concern that existing lawful businesses who would meet the definition of STRs under the Ordinance be allowed to continue operating.

The attached resolution and exhibits establish the cap, and also identify the existing businesses that the city allows to continue operations.

One exhibit is a map showing the location of the existing STRs in all city zones. To be an existing STR, the business must be current on its Business License and must have paid TLT in the most recent quarter for which records are available.

The goals of the Ordinance and Resolution are to sunset the existing businesses, so as to comply with the number and density of the STR Ordinance.

Recommendation

Staff recommends approval with changes and limitations agreed-upon by the Common Council.

RESOLUTION 2023 – 20
RESOLUTION ESTABLISHING A CAP ON THE NUMBER OF SHORT TERM RENTALS
LICENSED IN RESIDENTIAL ZONES

WHEREAS, the Common Council for the City of Port Orford (City/Council) has adopted a Short Term Rental (STR) Business License Ordinance; and

WHEREAS, the STR Ordinance directs the Council to establish an upper limit on the number of STR licenses in Residential zones in the City; and

WHEREAS, the City has determined that existing businesses would be considered Short Term Rentals under the new ordinance, and the City desiring to allow those businesses to continue operating notwithstanding technical violations of the Ordinance; and

WHEREAS, the City has determined that in the R zones, there are 27 such businesses which have registered for the regular city business license, and who have paid Transient Lodging Taxes; and

WHEREAS, a number of the existing businesses are within 300 feet of another such business, such density of uses being undesirable and the City wishing to sunset such operations;

NOW THEREFORE, the Common Council for the City of Port Orford RESOLVES

The upper limit on the number of Short Term Rental Business Licenses that can be issued in Residential zones in the City of Port Orford is _____ .

BE IT FURTHER RESOLVED

The businesses on the attached list are allowed to operate under the STR Ordinance notwithstanding non-compliance because they were existing businesses at the time the ordinance was adopted and have paid their TLT and registered for a Business License with the City; said businesses to forfeit their STR license if said operation is allowed to lapse as defined in the Ordinance.

Dated this 17th day of August, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date

ORDINANCE 2023 – 21
AN ORDINANCE AMENDING PORT ORFORD MUNICIPAL CODE SECTION 2.12;
DELEGATING TRANSIENT LODGING TAX EXPENDITURE COMMITTEE
DUTIES TO PARKS COMMISSION

WHEREAS, the Common Council for the City of Port Orford finds that it is administratively efficient to merge the functions of the Transient Lodging Tax Expenditure Committee with those of the Parks Commission; and

WHEREAS, such consolidation will save staff time in that staff and will otherwise be in the best interests of the citizens of Port Orford;

NOW THEREFORE, the Common Council for the City of Port Orford ORDAINS: Port Orford Municipal Code section 2.12.070 is amended to add a new subsection 2.12.070(E) which reads:

- 2.12.070 Powers and duties.
 - A. [unchanged]
 - B. [unchanged]
 - C. The City Parks Commission shall perform the duties of the Transient Lodging Tax Expenditure Committee as set forth in Port Orford Municipal Code Section 3.08.250 through 3.08.255.

New text is underlined. All other provisions of Municipal Code Section 2.12 to remain unchanged.

First Reading	_____ / _____ / _____
Second Reading	_____ / _____ / _____

Dated this _____th day of _____, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date

ORDINANCE 2023 – 22
 AN ORDINANCE AMENDING PORT ORFORD MUNICIPAL CODE SECTION
 3.08.250; DELEGATING TRANSIENT LODGING TAX EXPENDITURE
 COMMITTEE DUTIES TO PARKS COMMISSION

WHEREAS, the Common Council for the City of Port Orford finds that it is administratively efficient to merge the functions of the Transient Lodging Tax Expenditure Committee with those of the Parks Commission; and

WHEREAS, such consolidation will save staff time in that staff and will otherwise be in the best interests of the citizens of Port Orford;

NOW THEREFORE, the Common Council for the City of Port Orford ORDAINS: Port Orford Municipal Code section 3.08.250 is amended to add a new subsection (10) which states:

3.08.250 Transient Lodging Tax Expenditure Committee

(1) A Transient Lodging Tax Expenditure Committee may be appointed by the Mayor, with Council approval, to advise the council on the expenditure of any transient room tax funds appropriated by the Council for City area tourism development, beautification and tourism promotion. The committee shall be composed of five members of the City, excluding members of the City Council and City employees. (Ord. 2000-04 § 2, 2000) (Ord. 2012-01 § 250, 2011) (2013-01 § 250, 2012).

(2) The members of this committee shall not receive compensation for their services on the committee.

(3) through (8) [unchanged]

(9) This committee shall keep a record of its meetings and proceedings and shall keep all minutes, records and files of this committee in the Tax Administrator's office.

(10) When the City Council delegates the duties of the Transient Lodging Tax Expenditure Committee to the Parks Commission, then the provisions of subsections (3) through (8) above shall not apply.

New text is underlined. All other provisions of Municipal Code Section 3.08 to remain unchanged.

First Reading _____ / _____ / _____
Second Reading _____ / _____ / _____

Dated this _____th day of _____, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date



City of Port Orford

TO: Mayor and City Council

FROM: John Huttli, City Administrator

DATE: August 17, 2023

SUBJECT: Close Separate Parks Checking Account; Transfer to General Checking Account

Summary

On February 16, 2023, the City Council adopted Resolution 2023-02, creating a separate checking account to hold approximately \$25,000 in funds raised by the Parks Commission.

Since that time, City financial accounts have been reviewed by former Finance Director David Johnson, who advises that the City's system of fund accounting can accommodate the transactions regarding Parks charitable fund-raising and spending. Further, that a separate checking account for Parks or any other department is not necessary nor advisable. As such, it is recommended to close the separate Parks checking account and transfer the funds from the parks account into the City's general operating account.

The resolution 2023-02 establishing the account explained that Parks Commission fundraisers has raised approximately \$25,000. However, it is not understood that such funds were in the form of cash being held awaiting deposit; rather, that such funds were already in the City's bank account. No follow up was made to either deposit or transfer \$25,000 to the Parks specific account. As such, the only funds in the Parks specific account are those from a recent fundraiser of sweatshirts and tee shirt hoodies, approximately \$1200.

Recommendation

Staff recommends adopting Resolution to close separate Parks-related checking account and transfer funds to City's general business checking.

RESOLUTION 2023 – 23

RESOLUTION AUTHORIZING CLOSURE OF CHECKING AND SAVINGS ACCOUNT
FOR PARKS DEPARTMENT FUNDRAISING ACTIVITIES
ROGUE CREDIT UNION 5593; AUTHORIZING TRANSFER TO CITY FOR PARKS
MISCELLANEOUS REVENUE

WHEREAS, the Common Council for the City of Port Orford (City/Council) by Resolution 2023-02 established a separate checking and savings account at Rogue Credit Union for City Parks Department fundraising and spending activities; and

WHEREAS, the City currently employs fund accounting whereby such transactions can be accounted for without a separate bank account; and

WHEREAS, the City has an existing account at Rogue Credit Union which can accommodate the funds in question for the aforesaid purposes, and the City desires to transfer the funds from the stand alone account to its existing account;

NOW THEREFORE, the Common Council for the City of Port Orford RESOLVES

City Administrator is authorized to close the separate checking and savings account 5593 at Rogue Credit Union and transfer funds to City general checking account.

Dated this 17th day of August, 2023

Mayor, Pat Cox

Date

City Recorder, Joseph Harrison

Date