

NEHALEM CITY COUNCIL REGULAR MEETING MONDAY, DECEMBER 11, 2023 - 6:00 p.m.

This meeting will be held in-person at City Hall and through Zoom video conference.

Please use the following phone number or Zoom weblink to access the meeting remotely: Join by phone: Call (253) 215-8782 and enter Meeting ID: 859 947 64331

Join online: https://us02web.zoom.us/j/85994764331

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL
GUESTS

APPROVAL OF MINUTES: November 13, 2023, Regular Council Meeting; May 3, 2023, Special

Council Work Session; May 23, 2023, Special Council Meeting;

June 15, 2023, Special Council Meeting; July 27, 2023, Special Council

Meeting and August 29, 2023, Special Council Meeting;

POLICE REPORT

UNFINISHED BUSINESS:

1. Oregon Recreational Immunity

NEW BUSINESS:

- 1. Consideration to Re-Appoint Planning Commissioner Lance Stockton
- 2. Planning Commission Position #3 Vacancy Declaration.
- 3. 10th Street Community Garden Water Waiver Request
- 4. Intertie with the City of Manzanita IGA

CORRESPONDENCE/OTHER BUSINESS

STAFF REPORTS
PAYMENT OF BILLS/FINANCIALS
COUNCIL COMMENTS
PUBLIC COMMENTS

ADJOURNMENT - Next Regular Council Meeting: January 8, 2024

The meeting location is accessible to persons with disabilities. If you need accommodations to access this meeting, please contact City Hall at least 48 hours prior to the meeting.

City of Nehalem • 35900 8th Street • P.O. Box 143 • Nehalem, Oregon 97131 Ph (503) 368-5627 • nehalem.gov NEHALEM CITY COUNCIL COUNCIL MINUTES REGULAR MEETING November 13, 2023

REGULAR SESSION

Mayor Chick called the Regular Council Meeting to order at 6:00 p.m. and led those present in the Pledge of Allegiance. The meeting was held in-person and by Zoom video conference.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

Dave Cram, Council Member Doug Larzelier, Council Member John Coopersmith, Council Member

EXCUSED: Hilary Howell, Council President

STAFF PRESENT: Lori Longfellow, City Manager

Yuriy Ukhach, Deputy City Recorder Brian Moore, Public Works Director

VISITORS: None in person

on Zoom:

Margaret Ryan, CIS Risk Management Consultant

Juliet Hyams Mrs. O'Connor Rod Murphy

Unidentified visitors

MINUTES

The Council reviewed the minutes of the October 9, 2023, Regular Council Meeting and of the April 27, 2023, Special Council Meeting. Councilor Larzelier **MOVED** to approve the minutes of the October 9, 2023, Regular Council Meeting and of the April 27, 2023, Special Council Meeting as presented. Councilor Cram **SECONDED** the motion. **MOTION PASSED 3-0 (Yes: Cram, Larzelier and Coopersmith; No: None).**

POLICE REPORT

The Council reviewed the Police Report for October 2023.

NEW BUSINESS:

OREGON RECRATIONAL IMMUNITY

City Manager Lori Longfellow talked about the CIS's real-time risk article titled "Oregon's Higher Courts End Recreational Immunity for Improved Trails" that was part of the agenda packet of the meeting. She related how the city-owned recreational places may be affected. CIS Risk Management Consultant Margaret Ryan spoke about the legislative changes regarding recreational trails and how, currently, it is the intent of the user that matters. She provided some additional information and recommendations on evaluating the city's trails that may help with discretionary immunity. Margaret answered questions from the Council and the City Manager. She offered to come to Nehalem and review the recreational sites. The offer was welcomed by the Council. Public Works Director Brian Moore commented on the maintenance of the city's trails and park. There was some discussion on possible signage that could be posted at such locations to try to release the city from excess liability. The Council did not favor the idea of closing the city's recreational sites. The Council had a consensus on using appropriate signage.

CORRESPONDENCE/OTHER BUSINESS

The City Manager Lori Longfellow briefly reviewed the correspondence from the Tides of Change, EVCNB and on the Defensible Space Program that were part of the agenda packet.

STAFF REPORTS

CITY MANAGER REPORT

City Manager Longfellow summarized the written staff report for October 2023. She expressed appreciation to the former City Manager Melissa Thompson-Kiefer for securing a grant for consultant services related to the Senate Bill 406.

PUBLIC WORKS DIRECTOR REPORT

Public Works Director Moore summarized the written staff report for October 2023. He added that the fire hydrant testing results are expected to be available by the December Council

meeting. Moore provided an update on the water plant Yardney prefilters replacement project. Mayor Chick encouraged to have this project completed before the next summer.

PAYMENT OF BILLS/FINANCIALS

The Council reviewed the bills and the financial reports. Councilor Coopersmith **MOVED** to approve the financials and payment of the bills. Councilor Cram **SECONDED** the motion. **MOTION PASSED 3-0 (Yes: Cram, Larzelier and Coopersmith; No: None).**

COUNCIL COMMENTS

PUBLIC COMMENTS

Councilor Cram had a question about the water rates review. City Manager Longfellow noted that she was in touch with Tim Tice from OAWU (Oregon Association of Oregon Utilities) who completed the 2022 water rate study for the city. She provided an update on the review process.

None
<u>ADJOURNMENT</u>
The next regular Council meeting will be December 11 th , 2023.
There being no further business, Mayor Chick adjourned the meeting at 6:37 p.m.
APPROVED:
Phil Chick, Mayor
ATTEST: Yuriy Ukhach, Deputy City Recorder

NEHALEM CITY COUNCIL COUNCIL MINUTES SPECIAL WORK SESSION May 3, 2023

SPECIAL WORK SESSION

Mayor Chick called the Council Special Work Session to order at 6:00 p.m. The meeting was held in-person and by Zoom video conference.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

Hilary Howell, Council President Dave Cram, Council Member Doug Larzelier, Council Member John Coopersmith, Council Member

STAFF PRESENT: Melissa Thompson-Kiefer, City Manager

Yuriy Ukhach, Deputy City Recorder

Brian Moore, Public Works Director (on Zoom)

VISITORS: Mrs. O'Connor

Unidentified visitor

<u>DISCUSSION BETWEEN CITY COUNCIL & STAFF REGARDING CITY MANAGER</u> RECRUITMENT PROCESS

The City Manager Thompson-Kiefer briefly reviewed the documents provided in the agenda packet of the meeting.

There was some discussion about **the job announcement**. The Council had a consensus to add some more details about the City of Nehalem, the goals and projects, and the requirements for the candidate.

There was some discussion about **the job description**. The Council had a consensus on making a few adjustments to the document: about the oversight of all the contracts, agreements and leases; about oversight of the management of the city's timberland; about the knowledge of the rural community; about the ability to use Microsoft 365 platform; some other minor adjustments.

There was some discussion on the applications **screening and interview process**. The Council had a consensus to utilize the sample interview form provided in the League of Oregon Cities Guide to Recruiting a City Administrator. The Council had a consensus to use the City Manager Thompson-Kiefer, Council President Howell, and Councilor Larzelier for prescreening of the applications.

The Council had a consensus on the following:

- to hold an Executive Session on June 8th to review all the applications that passed the prescreening;
- to conduct two interviews with the two panels a panel consisting of Council members and, if possible, a neighboring City of Manzanita Manager Leila Aman, and another panel consisting of the city staff and a Planning Commissioner Lance Stockton;
- to hold an Executive session to hear the panels' feedback; the tentative date for the interview(s) would be June 20th;
- to hold an Executive Session on June 26th to deliberate, followed by a Special meeting to decide on the final candidate.

The Council agreed to hold another meeting to finalize the criteria scoring and the interview questions sometime in May and to hold a Special Meeting on May 23rd, 2023, right before or after the Budget Committee meeting to adopt the City Manager Contract and to finalize the interview questions. The Council decided to email their suggestions for interview questions to Mayor Chick and he would put them together for the Special meeting on May 23rd.

There was some discussion on **the salary hiring range**. The Council had a consensus to establish a starting point at \$75,000.00 and the ceiling at \$95,000.00.

There was some discussion about the **lodging and related traveling expenses** for the candidates. The Council had a consensus to provide reimbursement to the out-of-area candidates.

There was some discussion about **the advertisements for the position**. The Council had a consensus on the media and agencies that could be used for advertising: the city website, the Headlight Herald, the Tillamook Pioneer, the North Coast Citizen, the League of Oregon Cities, the job.org, the Lane Council of Governments, Oregon City/County Management Association, the Association of Washington Cities, the LinkedIn and, possibly, others. The Council had a consensus on starting advertising immediately the following day after the interview process is adopted at the next regular meeting on May 8th, 2023.

There was some discussion on **checking the references**. The Council had a consensus on utilizing the services of Lane Council of Governments for contacting references and the background check of the final candidate after the conditional offer of employment.

The City Manager Thompson-Kiefer noted that **the job application** is based on CIS guidelines, is up-to-date and it meets the labor law requirements.

ADJOURNMENT

The next regular Council meeting will be May 8, 2023.

There being no further business, Mayor Chick adjourned the meeting at 7:44 p.m.

APPROVE	ED:
	Phil Chick, Mayor
ATTEST:	
Yuriy Ukhach Denuty City Re	corder

NEHALEM CITY COUNCIL COUNCIL MINUTES SPECIAL MEETING May 23, 2023

SPECIAL MEETING

Mayor Chick called the Council Special Meeting to order at 7:38 p.m. The meeting was held inperson and by Zoom video conference.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

Hilary Howell, Council President Dave Cram, Council Member Doug Larzelier, Council Member John Coopersmith, Council Member

STAFF PRESENT: Melissa Thompson-Kiefer, City Manager

Yuriy Ukhach, Deputy City Recorder

VISITORS: None in person

On Zoom:

Unidentified visitors

NEW BUSINESS:

CONSIDERATION TO APPROVE TEMPORARY EMPLOYMENT WITH MELISSA THOMPSON-KIEFER FOR SERVICES AS THE CITY MANAGER PRO TEM

City Manager Melissa Thompson-Kiefer talked about the proposed temporary employment contract which was reviewed by the City Attorney Lois Albright. She reviewed the terms of the contract. Thompson-Kiefer reviewed the upcoming projects and some essential agenda items that would be presented before the City Council and the Planning Commission in the next couple months. She talked about how the day-to-day operations would be handled during her temporary employment. Thompson-Kiefer explained that it is likely that the Deputy City Recorder Yuriy Ukhach would be working overtime. She answered some clarifying questions from the Council.

Mayor Chick thanked the City Manager Thompson-Kiefer for her offer.

Council President Howell **MOVED** to approve the Temporary Employment Contract with Melissa Thompson-Kiefer for Services as City Manager Pro Tem as presented. Councilor Larzelier **SECONDED** the motion. **MOTION PASSED 4-0** (Yes: Howell, Cram, Larzelier and Coopersmith; No: None).

DISCUSSION REGARDING CITY MANAGER INTERVIEW PROCESS

City Manager Thompson-Kiefer talked about the interview questions' scoring charts and the sheets to review the minimum qualifications of the applicants.

The Council had a consensus to add to the list of interview questions, a question about applicant's experience on dealing with litigations.

City Manager Thompson-Kiefer noted that the City of Manzanita Manager Leila Aman was willing to be on the Council interview panel.

There was some discussion on the process of interviewing the applicant. The Council had a consensus on having two written questions as part of the application and the other set of questions for the in-person interview.

There was some discussion about including a copy of the vision statement and the Council's goals and priorities list with the invitation for an interview. The Council had a consensus that it was up to the applicant to research that information as part of their preparation for an interview.

The Council reviewed the list of 36 interview questions that were part of the agenda packet of the meeting. The Council adjusted, corrected, and downsized the list to 20 questions. The Council had a consensus on the final set of the interview questions.

ADJOURNMENT

The next regular Council meeting will be June 12, 2023.

There being no further business, Mayor Chick adjourned the meeting at 8:38 p.m.

	APPROVED:
	Phil Chick, Mayor
ATTEST:	• • • • • • • • • • • • • • • • • • •
	Yuriy Ukhach, Deputy City Recorder

NEHALEM CITY COUNCIL **COUNCIL MINUTES SPECIAL MEETING** June 15, 2023

SPECIAL MEETING

Mayor Chick called the Council Special Meeting to order at 5:00 p.m. The meeting was held inperson and by Zoom video conference.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

> Hilary Howell, Council President Dave Cram, Council Member Doug Larzelier, Council Member John Coopersmith, Council Member

STAFF PRESENT: Melissa Thompson-Kiefer, City Manager

VISITORS: None in person On Zoom:

Unidentified visitors

NEW BUSINESS:

CONSIDERATION TO ADJUST THE PROCESS AND TENTATIVE SCHEDULE FOR RECRUTING AND SELECTING A CITY MANAGER

Mayor Chick stated that the process for recruitment is going well but there is a need to discuss the tentative timeline adjustment to accommodate all interview panelists. He proposed to change the interview dates to July 13th and 14th and to extend the application period to June 30th.

Councilor Coopersmith **MOVED** to approve adjusting the tentative City Manager interview dates to July 13th and 14th, 2023, and extending the recruitment closing date to June 30th, 2023. Councilor Cram SECONDED the motion. MOTION PASSED 4-0 (Yes: Howell, Cram, Larzelier and Coopersmith; No: None).

There was some discussion on the staff interview questions.

The City Manager proposed to have the Mayor and Council President coordinate with staff on finalizing the interview questions that would be used during the staff interview of the applicant.

Councilor Cram **MOVED** to approve the Mayor and Council President working with staff on finalizing the City Manager interview questions. Councilor Larzelier **SECONDED** the motion. **MOTION PASSED 4-0 (Yes: Howell, Cram, Larzelier and Coopersmith; No: None).**

ADJOURNMENT

The next regular Council meeting will be July 10, 2023.

There being no further business, Mayor Chick adjourned the meeting at 5:09 p.m.

APPROVED:	
Phil Chick, Mayor	
ATTEST:	
Yuriy Ukhach, Deputy City Recorder	

NEHALEM CITY COUNCIL COUNCIL MINUTES SPECIAL MEETING July 27, 2023

SPECIAL MEETING

Mayor Chick called the Special Council Meeting to order at 6:31 p.m. and led those present in the Pledge of Allegiance. The meeting was held in-person and by Zoom video conference.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

Hilary Howell, Council President Dave Cram, Council Member Doug Larzelier, Council Member John Coopersmith, Council Member

STAFF PRESENT: Melissa Thompson-Kiefer, City Manager

Yuriy Ukhach, Deputy City Recorder Brian Moore, Public Works Director Chuck Mumm, Maintenance Specialist

VISITORS: Mrs. O'Conner

Frank Knight, Fire Chief, Nehalem Bay Fire & Rescue

on Zoom:

Daniel Manuzak

Kyle Ayers, North Coast Civil Design

Lisa Hooley

Dan Weitzel, City of Manzanita Public Works Director

Lucy Brook

NEW BUSINESS:

CONSIDERATION TO APPROVE A PROJECT TO CONSTRUCT A WATER INTERTIE WITH THE CITY OF MANZANITA IN THE INTERSECTION BETWEEN SEAMONT WAY AND THE PROMENADE

Public Works Director Brian Moore addressed the Council and explained that the current weather of 94 days with only 1.9 inches of rain has caused concerns regarding water availability. He related that due to these concerns he had discussions with the City of Manzanita Public

Works Director, Dan Weitzel, about establishing a water intertie that both cities could use in case of a drought or any emergency. Moore provided the Council with a draft plan for the intertie construction and an estimated cost sheet with the ceiling of \$40,000.00. He stated that the intent was to be prepared in case of a prolonged drought and a water shortage. Moore noted that the Inter-Government Agreement (IGA) between the two cities will have to be established. He answered questions from the Council.

There was some discussion on the possible terms and conditions of the intertie IGA.

City Engineer Kyle Ayers noted that he reviewed the project, the construction can be completed within several days, and it could be useful for the city in case of the continued water shortage.

Mrs. O'Connor spoke about the previous Council consideration of the intertie with the city of Manzanita and how at that time it was noted that the different ways the water is treated in both cities would make the water undrinkable.

Mayor Chick talked about the treatment methods used by the city of Nehalem and the city of Manzanita. He noted that the Manzanita water may have a little different taste characteristic due to different pH levels, but it would be better than having no water. Mayor Chick stated that the interties between neighboring cities are very common.

City of Manzanita Public Works Director, Dan Weitzel stated that both systems use miox water treatment methods. He noted that the Manzanita water has a slightly higher pH. Weitzel explained that it is required that the pH level is above 7.2 and their water is between 7.4 to 7.6. Weitzel explained that their water may have what is called a white-water effect due to aeration that is part of their water treatment process.

Ayers noted that after the completion of the project, the water will be tested to make sure it is safe for drinking.

Nehalem Bay Fire & Rescue Fire Chief Frank Knight expressed his concern regarding Nehalem water system with the long-standing North Fork area water issue. He noted that the Fire Department is willing to cooperate and to help in any way they can. Knight related that the ISO (Insurance Services Office) rating analysis is coming out soon and it will influence insurance rates for the taxpayers. He noted that the city of Nehalem is one of the three systems in their Fire District, and he expressed willingness to work closely with the next City Manager to address any issues before they could negatively affects their ISO rating. Knight asked about the timeline for testing of the fire hydrants after the pressure sustaining valve installation is completed at North Fork Road.

Councilor Cram noted that the fire hydrant testing may be delayed due to the current water shortage.

City Engineer Kyle Ayers provided an update on the timeline for completion of the pressure sustaining valve installation. He reiterated that there won't be any extensive testing until there was sufficient rainfall.

Lucy Brook asked about the meaning of the white-water effect.

Dan Weitzel provided a more detailed description of the water treatment process that includes aeration of water.

Councilor Larzelier **MOVED** to approve pursuing an Agreement to construct a water intertie with the City of Manzanita in the intersection between Seamont Way and The Promenade. Council President Howell **SECONDED** the motion. **MOTION PASSED 4-0 (Yes: Howell, Cram, Larzelier and Coopersmith; No: None).**

ADJOURNMENT

The next regular Council meeting will be August 14th, 2023.

There being no further business, Mayor Chick adjourned the meeting at 7:00 p.m.

	APPROVED:	
	Phil Chick, Mayor	
ATTEST:		
	Yuriy Ukhach, Deputy City Recorder	

NEHALEM CITY COUNCIL COUNCIL MINUTES SPECIAL MEETING August 29, 2023

SPECIAL MEETING

Mayor Chick called the Special Council Meeting to order at 6:33 p.m. The meeting was held inperson. Zoom video conference was not available due to technical issues.

COUNCIL MEMBERS PRESENT: Phil Chick, Mayor

Hilary Howell, Council President Dave Cram, Council Member Doug Larzelier, Council Member

EXCUSED John Coopersmith, Council Member

STAFF PRESENT: Yuriy Ukhach, Deputy City Recorder

Brian Moore, Public Works Director

VISITORS: Mrs. O'Conner

Lori Longfellow Lucy Brook

UNFINISHED BUSINESS:

APPOINTMENT OF A NEW CITY MANAGER

Mayor Chick stated the city has been without a full-time City Manager for a few months. He thanked the Public Works Director Brian Moore, the Maintenance Specialist Chuck Mumm, and the Deputy City Recorder Yuriy Ukhach for their good work and for going the extra mile during the transition period. Mayor Chick expressed appreciation to the Manzanita City Manager Leila Aman for her help with the interviews.

Council President Howell **MOVED** to appoint Lori Longfellow as Nehalem City Manager. Councilor Cram **SECONDED** the motion. **MOTION PASSED 3-0 (Yes: Howell, Cram, and Larzelier; No: None).**

Lucy Brook stated that the Council made a good choice.

ADJOURNMENT

The next regular Council meeting will be September 11th, 2023.

There being no further business, Mayor Chick adjourned the meeting at 6:38 p.m.

	APPROVED:	
	Phil Chick, N	Mayor
ATTEST:		
Yuriy Ukhach, D	eputy City Recorder	

MANZANITA POLICE DEPARTMENT November 2023 REPORT														
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Littering	2		1				1	Handicap Parking						1
Fraud		1						Traffic Violation	5 50	85			10	11
NSF Check		1					1	General Reg Viol.	2 9					1
Forgery	2	2					1	Search & Rescue	1	2			3	2
OTHER OFF/CRIMES		•					•	Ranger Assist	2 29	32			5	1
City Ordinance	134	110			1	1		Vandalism						
Animal Complaint	1 28	40	3				2	Litter	1				1	
Fish and Game		3					1	Minor in Possession						
Civil		12	1	5				Furnishing Alcohol						
Drug/Liquor	3	_						Security Checks	45 553	622				455
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Fireworks	10						1	Other	6 85	68			11	25
Susp. Circumstances		39	5	13		2	5	Arrest		2				
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Vehicle(s) Towed]1				I						



CITY OF NEHALEM

35900 8TH STREET • P.O. BOX 143 NEHALEM, OREGON 97131 PH. (503) 368-5627 FX. (503) 368-4175



APPLICATION TO SERVE ON PLANNING COMMISSION

The Nehalem Planning Commission is responsible for hearing and deciding of land-use applications that come before it, as well as providing the City Council with recommendations on legislative amendments to the City's Land-Use Ordinances. Commissioners serve 4 year terms and are appointed by the City Council. By Resolution, up to two Commissioners may reside outside of City Limits but within the City's Urban Growth Boundary. The Planning Commission meets only when there is business to bring before the Commission.

Name: LANCE STOCKTO		Date: 11.3.2027
Address: 15550 Old Mohler	(L)	
City: <u>Nehauem</u>	State: OR	Zip: 97/31
Home Phone:	Phone:	_Work Phone: <u>503 368 5619</u>
Email Address: LK STOCKT	ON Q NEHAUEM	TEC. NET
Occupation: BUSINUESS OWNER	Place of Employment: _	NEHALEM LUMBER
Are you a registered voter? Yes	No 🗌	
,		
Please briefly state why you are int	erested in serving on the	e planning commission:
Think uts important	to Stay union	there un
you Community!	,	
9		

Do you have any experience serving on City boards, committees or commissions? (Prior service is not a requirement for appointment). If you do, please describe the experience, and your length of service:					
Part	Planning	Commission	Yyıs	.	- <u> </u>
,					
Any addi	itional inform	nation you would	like to provide	:	

If appointed to the Planning Commission, appointees will be reqjuired by State Law to file a Statement of Economic Interest (SEI) at the same time as your taxes.

Volunteer service on commissions does require effort and time from members. Your interest and participation can help your community and is greatly appreciated.

Applicants Signature

To Lori Longfellow, Nehalem City Manager Nehalem City Council

November 27, 3023

Dear Friends,

The Community Garden at the far north end of 10th Street is requesting City sponsorship to cover the garden's annual water bill, which is currently at the minimum rate of \$58.05/month for 8 months of the year. The usage is, of course, higher in the 4 summer months. Thus the total fees for 2023 will be \$922.60. We are asking for the minimum monthly water rate for the year of 2024 and on to be covered by the City of Nehalem, which would equal \$696.60.

Fae Scott, who helps manage this garden with me, has managed many different types of gardens in multiple cities and knows it is a common practice for cities to do this for community benefit.

Alternatively we would request that we not have to pay the minimum fee for the 6 months every year that the water is turned completely off, which would total \$384.48.

We have been working diligently to reduce our water use for the long term, continuing installiing drip systems in much of the garden, doing overhead watering only in the evening, planting crops that require less water, and other measures such as severely cutting back on water usage when asked to by the City this year.

Two families (with a total of 5 children) and usually about 5-7 individuals (from 20-somethings to elders) take part year-round in the garden. Besides growing vegetables, herbs, mushrooms, fruit and flowers, we host apple cider pressings for the wider community as well as gatherings around the fire pit, and blueberry and raspberry pickings.

The garden was created in 2011 by the late Tom Bender and I. For the first many years Tom paid for the water as a community contribution and did most of the infrastructure upkeep himself. Since his passing in 2020, though I still own the property, I have not been able to cover these expenses, so now the gardeners are paying for water and maintenance costs. This has proven to be a hardship for some and in fact we've had some families who couldn't afford to stay involved. If the costs were lower more folks would be able to participate.

We consider the garden to be an important potential emergency food source in our neighborhood. The produce itself and the learning everyone is doing about how to garden in this climate, as well as the spirit of cooperation engendered by working together contribute to the long-term sustainability of healthy community.

I and a few others have paid for the capital expenses of installing a donated greenhouse and a replacement shed. However, we still need to add a third water spigot, solar electricity and drip systems in that greenhouse to make it a functional year round propagation shed for our seeds. Being able to put money into these needed infrastructures will only enhance the growing capability.

We are hoping in the near future that the garden can become part of a land trust or some other non-profit structure so it can be community-owned and maintained.

We greatly appreciate the City of Nehalem's consideration of this request.

We are happy to answer any further questions and will be available for the City Council meeting where this request would be considered.

Sincerely, Lane deMoll, Owner Fae Scott, Manager To: Lori Longfellow, Nehalem City Manager Nehalem City Council

November 30, 2023

Dear Lori and other Council members,

It's been a great pleasure and fortune for me to participate in the wonderful 10th Street Community Garden, on the land owned by Lane deMoll. There have been so many gifts, including the opportunity to co-create a vibrant community life, and increasing our food security. This feels more and more important during these uncertain times. I deeply value learning how to optimize growing our food together in this special place we live in, in harmony with the natural world. The garden also seems to be an inspiration to our many visitors.

The annual cost to participate however has been increasingly challenging for me, since all garden members are required to cover the water and maintenance cost after Tom Bender passed away. This past year the cost of participation was such that it exceeded the amount of money saved for me by not buying as many groceries. This was challenging and disheartening for me and made me wonder if I will be able to continue to participate. I know that for some the relatively high cost of participation has become an impediment already.

One suggestion is to shut off the water completely for the winter months and possibly not be charged for those months. However, with the uncertain weather patterns and possibly increasing drought situation, it may not be the best solution. We garden often through October and start seeding in March. We have implemented many measures to save water, but cannot fully depend on rain as we used to. We are also considering a winter garden in our Green House.

Therefore, I sincerely hope that you will consider other more beneficial options to financially support this wonderful community garden and as a result, our amazing community at large.

Thank you very much for your consideration, I really appreciate it.

Kind Regards, Shaukya Dekker, Nehalem To: Lori Longfellow, Nehalem City Manager Nehalem City Council

December 1, 2023

Dear City of Nehalem caretakers,

I am writing to voice my support for the request from the 10th Street Community Garden folks to help them with their water costs.

The Garden is contributing to our local sustainability by potentially supplying emergency food and giving families and children the opportunity to experience and master growing food here in our neighborhood and microclimate.

And I know them to be very conscientious about their water use. It was certainly thought provoking that our summer water supply was potentially in danger of not being enough. So I am very glad that they have taken that to heart.

Thanks for this opportunity to share my thoughts with you. And for giving serious consideration to their request.

Sincerely, Barbara McLaughlin Nehalem

Yuriy Ukhach

From: Sent: To: Subject: Attachments:	Vivi Tallman <vivi@nehalemtel.net> Friday, December 1, 2023 1:28 PM Yuriy Ukhach Fwd: Water Rates for 10th Street Community Garden Letter to city re 10th St garden 1123.docx</vivi@nehalemtel.net>
Sent from my iPhone	
Begin forwarded message:	
To City Manager Lori Lon	gfellow and Nehalem City Councilors:
providing them a reduced and fruit for willing comm social connection. This is of both the city and its un character. I strongly urge	tt are asking that the city support the 10 th Street Community Garden by d rate on their water fees. The 10 th Street Garden provides healthy vegetables nunity members while also giving users from different age groups a meaningful exactly the sort of activity that maintains the livability of Nehalem, for resident than growth areas, and supports Nehalem's residential and family friendly the City Council to adjust the water fees for the 10 th Street Community Garden ontinues to be available to people of all income levels.
Sincerely,	
Vivi Tallman	
35600 13 th St	
Nehalem	

INTERGOVERNMENTAL AGREEMENT FOR WATER SYSTEM INTERTIE BETWEEN THE CITY OF NEHALEM AND THE CITY OF MANZANITA

This Agreement is made and entered into by and between the City of Nehalem, an Oregon municipal corporation, hereinafter referred to as "Nehalem" and the City of Manzanita, an Oregon municipal corporation, hereinafter referred to as "Manzanita", all hereinafter collectively referred to as the "Parties."

RECITALS

The Parties agree upon the following recitals:

- 1. WHEREAS, the Parties hereto desire to enter into an intergovernmental cooperative agreement to document responsibilities for the construction, operation and maintenance of an emergency water system intertie between the water supply system of Nehalem and the water supply system of Manzanita; and
- 2. WHEREAS, the water system intertie is located in the vicinity of the intersection of Seamont Way and The Promenade in Bayside Gardens within the City of Manzanita's Urban Growth Boundary; and
 - 3. WHEREAS, the intertie consists of a 4-inch intertie main approximately 100 feet in length; and
- 4. WHEREAS, the intertie connects Manzanita's 4-inch distribution main located on Seamont Way to Nehalem's 4-inch distribution main, also located on Seamont Way; and
- 5. WHEREAS, the City of Nehalem and the City of Manzanita have constructed an intertie valve and metering station within an underground accessible vault to be located within the street right of way west of the above intersection on Seamont Way; and
 - 6. WHEREAS, the vault is approximately 7 feet in length by 5 feet wide and 5 feet deep; and
- 7. WHEREAS, the intertie valve and metering station will allow both entities to use the intertie in the event of an emergency (as further described in this Agreement) in either direction; and
- 8. WHEREAS, this metering station, the intertie valve, the vault, and the 4-inch pressure reducing valve, and a 4-inch flow meter, along with the facilities and appurtenances associated with them, constitute the water system intertie that is the subject of this Agreement; and
- 9. WHEREAS, the Parties acknowledge that they have authority to execute this cooperative intergovernmental agreement pursuant to the terms of their respective municipal charters and pursuant to ORS 190.0110.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by the between the Parties hereto as follows:

- 1. "Water Supply Facilities" Defined. As used herein, the term "water supply facilities" means river intakes, raw and finished water pumping facilities, water treatment facilities, water storage facilities and all other infrastructure used in conjunction with the appropriation, treatment, storage, or transmission of the Parties' water.
- 2. "Emergency Condition" Defined. An "emergency condition" includes any of the following occurrences, provided that the Party experiencing the emergency condition has, as a result of the occurrence (a) filed a declaration of emergency with the Tillamook County Emergency Director with notice to the Oregon Health Authority, Drinking Water Program and (b) issued a public Stage 3 water conservation declaration to the public and all jurisdictional authorities, as appropriate: occurrence created by a failure of the water supply facilities of the Manzanita or Nehalem, or the occurrence of an event which jeopardizes the Parties' water quality, whereby insufficient supply to any of the water customers of the Parties could threaten the health and safety of those customers. Such failure includes failure or interruption in the operation of the river intakes, raw and finished water pumping facilities, water treatment facilities, raw and finished water pipelines, reservoirs, and appurtenant facilities. Emergency conditions shall not include situations involving loss of water pressure or diminution in the water volume in a water distribution system during periods of high demand if the system remains in a normal operational mode and shall not include scheduled or routine repairs or maintenance.

3. Utilization of the Water System Intertie.

Emergency Conditions. Utilization of the water intertie under emergency conditions, as defined in paragraph 2 above, may be accomplished by the mutual consent of the executive officers of each Parties, or their designees.

Non-Emergency Conditions Less Than Two Weeks. Sporadic use of the water system intertie for routine maintenance and repair may be accomplished by the mutual consent of the executive officers of each of the Parties or their designees. For purposes of this provision, the executive officer of each Party is the City Manager or the City Manager's designee.

Non-Emergency Conditions Greater Than Two Weeks. Prolonged use of the water system intertie for routine maintenance and repair may be accomplished by the mutual consent of the parties provided that the party in need gives notice to the providing party at least one month advance notice so that the providing party may approve the action by resolution.

4. Location and Description of Water System Intertie. The location of the water system intertie is in the vicinity of the intersection of Seamont Way and The Promenade in Bayside Gardens. The intersystem connection consists of a 4-inch intertie main approximately 100 feet in length. This pipeline connects Manzanita's 4-inch distribution main located on Seamont way to Nehalem's 4-inch distribution main on Seamont Way. The intertie valve and metering station are within an underground accessible vault located within the street right of way west of the above intersection on Seamont Way permitted through the Tillamook County Road Department. The vault is approximately 7 feet in length by 5 feet wide and 5 feet

deep. The vault consists of a 4-inch pressure reducing valve and a 4-inch flow meter. This station will allow both entities to use the water system intertie in the event of an emergency in either direction.

- **5. Project Construction.** Nehalem completed the project design of the water system intertie and provided construction of the water system intertie project including construction oversight and labor and materials related to the installation of the vault, pressure reducing valve, and 4-inch flow meter. Manzanita procured the 4-inch flow meter.
- **6. Project Cost.** Nehalem and Manzanita will maintain accurate cost accounting records relating to the project. Nehalem will be responsible for all costs associated with the project design of the water intertie system, including but not limited to pre-design, design, procurement, and award. Nehalem will also be responsible for all costs related to construction oversight and construction (including labor and materials) for the installation of the vault and the pressure reducing valve. Manzanita will be responsible for all costs related to the installation and procurement of the 4-inch flow meter. Nehalem agrees to contribute the costs from the water meter to their water distribution system Manzanita agrees to contribute the costs from the water meter to their water distribution system and provide the 4-inch flow meter.
- 7. Title to intertie Facilities. Nehalem shall hold title to the water system intertie and will insure it under Nehalem's general liability policy.
- **8.** Quantity of Water to be Supplied. Upon agreement between the parties to make use of the intertie pursuant to Paragraph 3 of this Agreement, the Party supplying water shall endeavor to supply the maximum feasible quantity of water to the other party and take all reasonable actions necessary to accomplish the same, so long as such actions are not detrimental to the operation of the supplying Party's own water system to serve the Party's own water customers.
- 9. Cost of Water Provided. Each Party agrees to pay the other for all water provided to it through the intertie. Nehalem will pay Manzanita for water that Manzanita provides to Nehalem at Manzanita's Tier 1 water rate level. Manzanita will pay Nehalem for water that Nehalem provides to Manzanita at Nehalem's Tier 1 water rate level. The volume of water delivered shall be measured by the meter installed at the water system intertie. The Parties shall have the right at any time to review rates for water supplied and make such adjustments to the cost of water provided, as they deem necessary and by mutual agreement of both Parties. In the event it is necessary for a Party supplying water through the water system intertie to obtain additional water from a water provider not party to this agreement, the water rate charged to the party receiving water under this agreement shall be the water rate charged to the supplying Party by the non-party water provider. The Parties further agree that water utilized for periodic testing and exercising of the facilities will be furnished between the Parties without cost. In addition to the rate charged for water, the parties by mutual agreement reserve the right to impose wheeling charges.
- 10. Operations and Maintenance Costs. The Parties agree that each party will be responsible for performing and paying for the normal day-to-day operation and maintenance of the water intertie system from the meter to its respective distribution system. Furthermore, Manzanita will be responsible for performing and paying for the operation and maintenance of the 4-inch flow meter while Nehalem will be responsible for performing and paying for the operation and maintenance of the vault and the pressure reducing valve.

- 11. Repairs, Renewals, Replacements, Upgrading and Modifications. The Parties agree they will be responsible for scheduling, contracting for and implementing any repairs, renewals, replacements, upgrading and modifications that may be required in the future to maintain or increase the function of the water intertie system as follows: Manzanita will be responsible for repairs, renewals, replacements, upgrades, and modifications to (a) the water intertie system from its meter to its distribution system and (b) the 4-inch flow meter. Nehalem will be responsible for repairs, renewals, replacements, upgrades, and modifications to (a) the water intertie system from its meter to its distribution system and (b) the vault and pressure reducing valve.
- 12. Cost of Capital Improvements. The cost of any capital improvements or improvements which are not described in the paragraph above and which increase the function of the facilities will be shared in an equitable manner, based upon the benefit to be derived from each Party for each project.
- 13. Access to Water System Intertie Facilities. The Parties and their employees shall have access to the water system intertie facilities.
- **14. Agreement Not to Resell Water without Consent.** The Parties agree that they will not resell water supplied under the terms of this agreement without prior written consent of all Parties.
- 15. Amendment Provisions. The terms of this agreement may be amended by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this agreement, and shall be executed by the parties.
- **16. Termination of Agreement.** This agreement shall continue in effect until terminated by the parties with written notice of such intent to terminate provided to the other Parties. Notice to terminate must be provided at least 24 months prior to the effective date of termination. Termination of this agreement shall not affect the ownership status of the water system intertie facilities hereinabove described.
 - 17. Written Notice Addresses: All written notices required under this agreement shall be sent to:

City of Manzanita: City of Manzanita

PO Box 129

Manzanita, OR 97130

City of Nehalem: City of Nehalem

PO Box 143

Nehalem, OR 97131

- 18. Indemnification. To the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, each Party will defend, indemnify, and hold the other Party and its officers, directors, employees, representatives, and agents harmless from, for, and against all liabilities, losses, claims, suits, demands, damages, expenses, and costs (including attorney fees and expert fees) arising out of or relating to the indemnifying party's (a) design and construction obligations described in this Agreement and (b) performance under this Agreement.
- **19. Dispute Resolution:** If a dispute arises between the parties regarding this Agreement, the Parties shall attempt to resolve the dispute through the following steps:

Step One (Negotiation)

The Manager or other person designated by each of the disputing Parties will negotiate on behalf of the entity they represent. The nature of the dispute shall be reduced to writing and shall be presented to each Manager, who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each Manager and ratified by their respective Council, which shall then be binding upon the Parties.

Step Two (Mediation)

If the dispute cannot be resolved withing thirty (30) days at Step One, the parties shall submit the matter to non-binding mediation. The Parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five (5) mediators from the Presiding Judge of Tillamook County Circuit Court. The cost of mediator shall be borne equally between the Parties, but each Party shall otherwise be responsible for its own costs and fees therefore. If the issue is resolved at this step, a written determination of such resolution shall be signed by each Manager and ratified by their respective Council.

Step Three (Arbitration)

If the Parties are unsuccessful at Step One and Two, the dispute shall be resolved by binding arbitration proceedings pursuant to ORS Chapter 36. The prevailing Party in Step Three shall be entitled to reasonable attorney fees and costs which have been incurred during the Step Three process, as may be awarded by the arbitrator.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their seals as of the date and year hereinabove written.

Nehalem has acted in this matter approving the Agreement and delegating authority to the City Manager via motion by the City Council on the 11th day of December 2023.

Manzanita has acted in this matter approving the Agreement and delegating authority to the City Manager via motion by the City Council on the 6th day of December, 2023.

City of Nehalem City Manager, Lori Longfellow	
City of Manzanita City Manager Leila Aman	

Population Research Center Portland State University PO Box 751 Portland, OR 97207-0751



NEHALEM CITY PO Box 143 NEHALEM, OR 97131

- IMPORTANT NOTICE -

Preliminary 2023 Population Estimate

November 15, 2023

Listed below is the preliminary population estimate for July 1, 2023. Also included are the Revised 2022 estimate and 2020 Census figure. The July 1, 2023, estimate will be certified following the review period on December 15, 2023.

PRELIMINARY POPULATION ESTIMATE:

JULY 1, 2023: 288

Revised POPULATION ESTIMATE:

JULY 1, 2022: 280

CENSUS FIGURE:

APRIL 1, 2020: 270

The 2023 CERTIFIED population estimates will be posted on our website by December 15, 2023 at the following page URL:

https://www.pdx.edu/population-research/population-estimate-reports

If you have any questions or comments about the preliminary population estimate, please contact:

Huda Alkitkat, Ph.D.
Population Estimates Program Manager
Population Research Center
Portland State University
E-mail: alkitkat@pdx.edu



"I now know that there are really good people in this world"

- ToC Survivor

Dear Melissa Thompson-Kiefer,

Throughout the past 4 years the world has survived a pandemic, extreme economic hardship, unprecedented housing insecurity and a multitude of other stressors contributing to increased incidents of intimate partner and sexual violence. In Tillamook County we see community partnerships and collaborations blossom from compassion of individuals and groups united with a drive to stop future generations from experiencing violence in their daily lives. Tide of Change relies on these community partnerships to successfully meet the needs of the survivors we serve.

Today we say thank you. Thank you to these individuals, friends, donors and community partners who continue to help sustain the services of Tides of Change working together with survivors to turn lives around and create tomorrows that are filled with hope, joy and peace.

In 2023 Tides of Change served 551 survivors with services including advocacy, safety planning, emergency shelter, financial assistance, counseling and support groups, and accompaniment services. Priority throughout the past year was placed on healing services. Due to the critical financial support provided by grants and community donors staff capacity is finally at a sustainable level able to meet community need moving beyond crisis response and into healing work.

As we enter into our 41st year of service we invite members of Tillamook County to continue to sustain and support these critical and healing services. Services provided at Tides of Change are confidential, and built on a foundation of survivor empowerment; engaging survivors in creation of their own safety plans, providing advocacy support and resources, access to legal services throughout the community, and financial resources for relocation, safe housing, and critical personal items such as food, hygiene products, transportation, pet care needs and cellphones/minutes. Many of these critical services and survivor needs fall outside the scope of allowable financial support from our state and federal contracts. To meet these needs, we greatly rely upon donations from individuals and encourage all community members to join together in helping us to meet our goals in order to continue to serve survivors throughout the community.

A financial gift this holiday season to Tides of Change will provide critical funds needed to help children find a safe, stable home or shelter away from violent abusers, provide individuals with items such as a phone to call a



trusted loved one, or community resource provider when they are in danger or need to access their support network, and gas and transportation needs to relocate away from violence.

Together, as a Tides of Change financial supporter, you will provide our community with the pillars needed to ensure that survivors, children or families seeking services shall have access to the tools and resources they need to change their lives, and find the freedom, and healing away from violence.

Tides of Change has been a lifesaving resource for thousands of survivors of domestic and sexual violence since 1982. As we head into our 41st year of service, we thank you for your consideration of this request and your continued generosity in supporting our mission to provide hope, safety and support to those impacted by gender-based violence and shift cultural norms through advocacy, education and community collaboration. Your financial gifts this holiday season and every simple act of kindness that you share truly will turn lives around rippling throughout our community becoming the tides of positive change.

Sincerely,

Valerie Bundy LPC NCC

Executive Director

If you would like to make a donation online, please go to our website: www.tidesofchangenw.org



Holiday Donation Drive

Want to give back this holiday season?

Tides of Change is seeking donations for our holiday store by December 15th!

Donations can include:

- New toys (for all ages and genders)
- Earphones
- Makeup and nail items
- Perfume/cologne
- Gift cards (food, coffee, clothing, etc.)
- Teen items
- Board Games

Visit our website at **tidesofchangenw.org** or use the QR Code to shop our Amazon Wishlist!

Donations can be dropped off at 1902 Second Street, Tillamook, OR Monday-Friday 9am-5pm







JULY 1, 2022-JUNE 30, 2023 SERVICES RECAP

551 SURVIVORS SERVED

- 2572 Advocacy Services
- 337 Support Group:
- 77 Safety Plans
- 241 Counseling Sessions
- 1378 Crisis Interventions
- 50 Protection Orders
- 1663 Nights of Safehousing 572 Lega

01



02

21 OUTREACH & TRAINING EVENTS

This year, Tides of Change attended 21 outreach and training events in the community.

\$128,667 FINANCIAL ASSISTANCE

Survivors were provided financia assistance for rent, utilities, cellphone minutes, food, clothing, relocation, gas and bus vouchers, diapers, etc 03





54 RESPONSES TO CALLS FROM LAW ENFORCEMENT

54 Advocate Initiated Responses were made in connections with Domestic Violence, Sexual Assault and Human Trafficking calls from LE.

You can join us to provide hope, safety and support to those impacted by gender-based violence and to shift cultural norms through advocacy, education and community collaboration.

To find out more visit us at www.tidesofchangenw.org or email us at info@tidesofchangenw.org



December 7, 2023

STAFF REPORT

To: Mayor Chick and City Council From: Lori Longfellow, City Manager

RE: November 2023 Staff Report

- Anderson Creek Water Raw Water Transmission Main Contractor is still in the process of fusing pipe together as time permits. The City Manager and staff have been working with the City Attorney and have begun the process of drafting an updated Easement Agreement along with an Intergovernmental Agreement.
- 2) SB 406 The City Manager and staff met with Cascadia Partner's (consultants obtained through DLCD grant) on November 16th for introductions and talk about the expectations from the City of Nehalem to comply with SB 406. Staff provided Cascadia with Updated Zoning Ordinance, Map, Comp Plan, BLI and HNA for their review. The 2nd meeting took place on December 5th. Cascadia's provided an update after some review of the documents and there are some code amendments that will be needed, but minor. Their suggestion was to use the grant funds towards planning work needed for the code updates and the remainder of the scope could be used for a Housing Implementation Plan. The original ask was for a Housing Capacity Analysis. Cascadia will continue their review and the next meeting will be scheduled at the beginning of the year with an update on code amendments and HIP.
- 3) Yardney Pre-Filter Replacement This was a Water Capital Project budget for FY 2023-2024. The proposed cost is higher than anticipated. The City Manager and Staff have been working with the engineer and obtained the Cost Estimate. 2 contractor estimates were received, and staff is finishing up application work and will submit to Business Oregon to see if any State and/or Federal funding is available for the remaining amount needed.
- 4) Tillamook County Coordinated Houselessness Collaborative (CHC) Short meeting was held November 20th, 2023.
- Announce new CHC name Now known as Houseless Action Network
- Subgroup Reports

- Foreshadow transitions.
- Discussion of CHC priorities and additional Volunteers.
 The next meeting will be December 18th.

5) Planning Commission

- September 26th, 2023, Meeting, Planning Commission approved a Conditional Use Application to Operate a Daycare Facility on 9th Street.
- November 16th, 2023, Meeting, Planning Commission approved a Conditional Use Application to Establish a Dock on the Nehalem River.
- 6) Recreational Immunity The City Manager and Public Works staff met with Margaret Ryan, Risk Coordinator Manager for CIS on December 7th, 2023. A review of the park determined that there are no concerns as it is well maintained, and a recorded audit of inspections is obtained by Public Works. Review of the Docks determined that there are no major concerns and were given minor suggestions on adding some signage, moss/grass removal and possibly creating an audit worksheet for the dock's maintenance. CIS Risk Management doesn't see issues in being able to remain open.



December 6, 2023

STAFF REPORT

To: Mayor Chick and City Council From: Brian Moore, Public Works Director

RE: PUBLIC WORKS MONTHLY REPORT

WATER MONITORING & TESTING

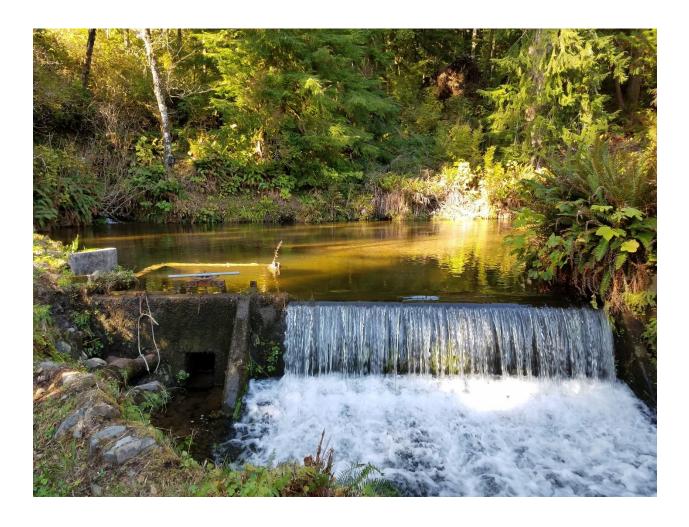
Average Daily Water Usage						
November 2023	Previous Year: 2022					
96,000 gallons 53,000 gallons						
Comments: Previous year 2022 is incorrect -There was a malfunction with plant meter.						

Rainfall		
November 2023:	Previous Year: 2022	
11.15 inches	12.20 inches	
Comments: We are back into our wet season with lots of rain		

Turbidity (NTU = Nephelometric Turbidity Unity: A measure of water clarity.) Turbidity is a measure of the cloudiness of the water. We monitor it daily because it is a good indicator of the effectiveness of our filtration system.	
Turbidity Monthly Average:	Highest Allowed:
0.07 NTU	Never more than 5 NTU and less than 1 NTU in 95% of samples.
Comments: Result well below highest allowed	

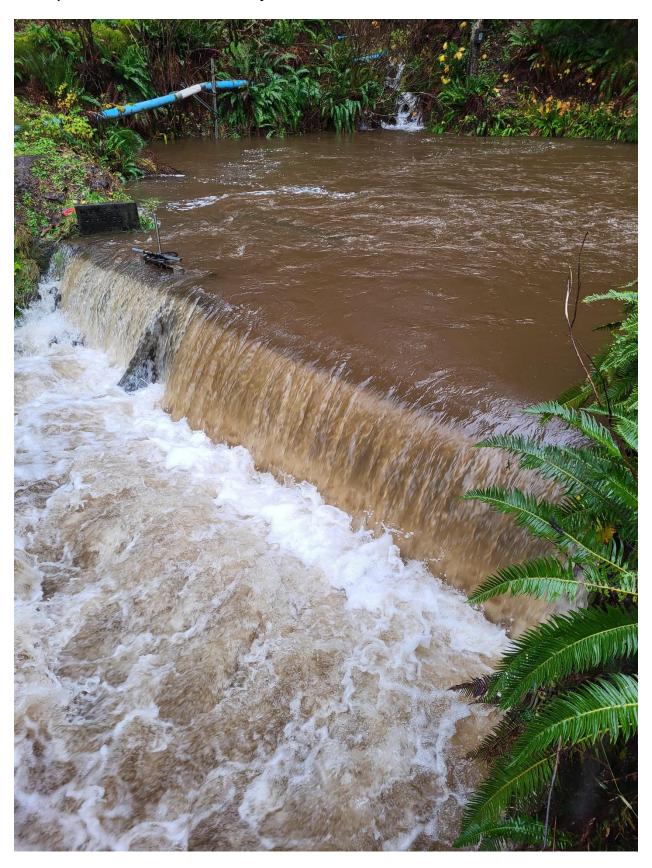
Bacteriological Testing To ensure water safety, our state-certified Public Works staff routinely monitor for contaminants in your drinking water according to federal and state laws. Total coliform and E.coli test samples are taken twice per month.		
Results for November 2023:	Comments:	
Both Negative	A negative result is desirable and indicates that no bacteria was present in the drinking water sample.	

OTHER PUBLIC WORKS UPDATES



This is normal water flow at Bob's Creek dam.

The picture below is Heavy Rain and Dam flow!!



Also New Playground chips to keep children safe.

