



7. CITY ADMINISTRATOR'S REPORT:

8. MAYOR AND COUNCIL COMMENTS:

A. MAYOR - JAMES WERNICKE:

B. COUNCILORS:

1. Jeff Crook
2. Larry Brennan
3. Peter Peterson
4. John Truesdell
5. David Alexander

C. STUDENT LIAISON MACKENNA MARSTALL

9. CITIZEN COMMENTS:

10. ANNOUNCEMENTS

The next regular meeting for the Gold Beach City Council is scheduled for Monday evening, FEBRUARY 8, 2010 in the Council Chambers of City Hall, 29592 Ellensburg Ave., at 6:30 P.M.

11. ADJOURN:                    TIME: \_\_\_\_\_

**WORKSHOP:    DISCUSSING GOALS FOR THE CITY**

The location of the hearing/meeting is accessible to the disabled. Advance notice is requested if special accommodations are needed. Call (541) 247-7029 so that appropriate assistance can be provided. The City of Gold Beach is an affirmative action EEOE and complies with section 504 of the rehab act of 1973. Complaints of Discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, D.C. 20250-9419

## MINUTES

**CITY COUNCIL CHAMBERS, CITY HALL  
29592 ELLENSBURG AVE  
GOLD BEACH OR 97444  
MONDAY, JANUARY 25, 2010  
SPECIAL MEETING: 6:30 P.M.  
GOAL SETTING WORKSHOP FOLLOWED THE MEETING  
DRAFT MINUTES UNTIL APPROVED BY THE COUNCIL**

CALLED TO ORDER AT 6:30 P.M.

THE PLEDGE OF ALLEGIANCE:

ROLL CALL:

	<u>PRESENT</u>	<u>ABSENT</u>
Mayor James Wernicke	<u>X</u>	<u>      </u>
Council Position #1 Jeff Crook	<u>X</u>	<u>      </u>
Council Position #2 Larry Brennan	<u>X</u>	<u>      </u>
Council Position #3 VACANT	<u>      </u>	<u>      </u>
Council Position #4 VACANT	<u>      </u>	<u>      </u>
Council Position #5 David Alexander	<u>X</u>	<u>      </u>
City Administrator Ellen Barnes	<u>X</u>	<u>      </u>
Student Liaison Mackenna Marstall	<u>X</u>	<u>      </u>

“Business from the Audience” request to the Mayor at this time. Your request will be added under the CITIZEN COMMENTS section of our agenda. Comments and participation from the audience shall be limited to 5 minutes without redundancy.

**ANNOUNCEMENT by Mayor Wernicke:** Councilman Truesdell and Councilman Peterson resigned today. Councilman Alexander has submitted his resignation effective February 1, 2010.

**SPECIAL ORDERS OF BUSINESS:**

SWEARING IN OF LINDA ALEXANDER TO BUDGET POSITION #3

Mayor Wernicke swore in Linda Alexander as budget position # 3.

**CITIZEN COMMENTS FROM THE AUDIENCE:**

(None)

**ORDINANCES AND RESOLUTIONS:**

RESOLUTION R0910-7 (B)

A RESOLUTION TO JOIN THE BORDER COAST REGIONAL AIRPORT  
**Barnes**-Our City Attorney has raised several valid questions in regards to this.

Example-Page 10 & 11, Section 4.2 ADMINISTRATIVE AND OPERATING COSTS: It refers to the "County's budgeted commitment to support the airport for the fiscal year 2006-2007". We're assuming that the cost has probably increased significantly since 2006-07. If they are saying their commitment level is at those fiscal years while costs have escalated, the question of our attorney is if there are additional expenses, where those funds would be coming from. That's one example of the kinds of questions that she has with this.

Overall, she (city attorney) is asking what is the city gaining from this agreement. Unless there is something significant, she has some reservations about signing the agreement as written.

Page 9, Section 3.4 TORT LIABILITIES AND INSURANCE regarding the \$45 million. What Tort law are we pertaining to when we are dealing with entities in two different states? Tort laws are different in different states and it is not spelled out.

Unless you are contributing to the budget you have no say in the budget. So unless you are contributing financially, you have no say in budget matters. The question comes back-why are we entering into this Agreement.

Our attorney had other questions as well.

**Alexander**-Has read through the Agreement very carefully and has notations on these three points plus some others. My initial reluctance to enter into this was based on "What's it going to cost" and "what would be the benefit to the city". Those reservations have not been assuaged. I'm not in favor of taking this action at this time.

**Brennan**-We looked at this last January. At that time the county had issues with liability. From what I recall, there is no direct benefit to the city, it was more of a benefit to the Airport Authority to make it Regional. As far as getting funding from the government, the bigger your Regional Airport is, the more money you can hopefully receive. I think that was the emphasis behind the original idea. Brookings joined almost immediately. The County studied it for almost a year. I think we should have someone from the Airport Authority come and discuss this with us.

**Dan Bratten**-Brookings-Owens Cal OR Life Flight. I've been on the advisory committee for the JPA for a number of years. I

spoke with you guys a couple of years ago when this discussion first started.

The legal points-I think those are valid. I am not the attorney for the JPA. I think you would have to discuss those with the JPA.

The main issue is your question of why you would join. The big emphasis that has been going on down there is to make the Crescent City Airport a regional facility for the whole community. Decisions are being made besides some of the budget decisions; like designing schedules, terminal design, and making it an airport that serves the whole area. Having a voice at the table is important to all citizens of Curry County.

I encourage you to speak with Brookings to find out how their experience has been. There is a 30-day "out" clause.

**Wernicke**-Oregon has a limit on personal injury, in California, the sky is the limit. There is a big difference.

**MOTION**-Alexander moved to table action on this resolution for one month and request that the city administrator contact the appropriate people to have a representative here to answer questions, second by Crook. Crook, Brennan and Alexander voted "AYE". VOTE 3 AYES 2 VACANT

RESOLUTION R0910-16 ( C )

A RESOLUTION ADOPTING GOLD BEACH'S REPRESENTATION IN THE CURRY COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

**Barnes**-For the city to be able to apply for grant funding related to natural hazard mitigation or pre mitigation measures, we have to adopt such a measure. That is the financial impact associated with this.

**MOTION**-Alexander moved to pass Resolution R0910-16, A RESOLUTION ADOPTING GOLD BEACH'S REPRESENTATION IN THE CURRY COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN, second by Brennan. Crook, Brennan and Alexander voted "AYE". VOTE 3 AYES 2 VACANT

**CITY ADMINISTRATOR'S REPORT:** (E)

**Barnes**

**POLICE:** The police services has been awarded a \$3,500 grant from Oregon Department of Transportation (ODOT) Traffic Safety Division for purchase of speed enforcement radar equipment.

When all the paperwork is completed, this will hopefully come before the council at the February meeting for formal approval.

**PROMO:** Jeff Ferguson has been hired as full time Executive Director of the Promo Committee/Visitor Center. He has been doing an amazing job and is a great addition.

**PLANNING:** Their public hearing tonight is being held in the blue room in the courthouse annex building. They are discussing the city's new zoning code and will be bringing everything up to date and as current as possible. When they are finished it will come before council for approval.

**PUBLIC WORKS:** We have offered the Value Engineering Contract to the Project Group Delivery and they have accepted it. We are currently working on the details of that contract. We are in the negotiation phase at this time. We are looking at February 23<sup>rd</sup> as the start date for the Value Engineering. They should be here 3-5 days then they will develop a full report within about two weeks of that.

**ADMINISTRATION AND FINANCE:** The request for an audit extension was denied. Oregon Department of Revenue has assured me that there are no fines or penalties associated with this. At the next council meeting I am going to request we seek request for qualifications for auditing services. This is not an acceptable practice in my opinion. We have done the correct thing in making the request, so legally we are compliant with the State of Oregon.

Upcoming Council Schedule: 2/8/10=Regular Council Meeting and introduction of the 2010 Budget Calendar: 2/17/10=Budget Committee Meeting: 2/25/10=Council Workshop, Continuation of Visioning & Goal Setting.

INFORMATION DISTRIBUTION: Administration must treat council as a body, not as individuals. If one of you requests and receives information, all of you need to have access to it as well. Staff has been instructed that when individual councilors make requests of information from the city, we will log the information requested and it will be available to any councilor that wants a copy. We'll see how this process works.

MEETINGS-Barnes other recommendation to assist in improving the information flow between administration and council is to

allow the department directors to actually attend council meetings on a regular basis. There are two reasons why I am asking for this to occur: If you have particular questions of a department, I may not be able to answer them, but the department director can-it is their area of expertise. My second reason is more of an informal one. It is easier for councilors to see a director after a meeting for informal, open conversations in a non-threatening environment.

**MAYOR AND COUNCIL COMMENTS:**

**COUNCILORS:**

**Jeff Crook**-Congratulations to Linda Alexander on her appointment to the budget committee. The two men that resigned are good men and will be missed. Hopefully we will get people to fill their shoes.

**Larry Brennan**-Would like to have a full council so we can continue in the direction we were headed and proceed in a positive manner. Having Department Directors at council meetings is a great idea.

**David Alexander**-If anyone is concerned about having a "quorum" to conduct business, the Charter is very specific that a quorum consists of a majority of councilors currently serving. Therefore you can have a council quorum with two council members.

The reason I choose February 1, 2010 as my resignation date was to allow for a smooth transition regarding on-going city business.

Alexander asked everyone to join with him and his wife in making a donation to the victims of Haiti. A suggestion for making a donation is to concentrate on established organizations like the RED CROSS or UNICEF or go to [www.hopeforhaitinow.org](http://www.hopeforhaitinow.org).

**MAYOR - JAMES WERNICKE**

Administrator, the council and myself attended a class on "Goal Setting" to assist in setting some goals for the future of the city. There was a lot of good information that we learned at the class that will be helpful in setting goals for this city. I commend the council for taking the time out of their schedules to attend this out of town class.

I hope we have several applications for the vacant council positions. It would be great to have a full council to participate in the goal setting sessions from the very beginning.

**STUDENT LIAISON MACKENNA MARSTALL**

Marstall reported on several school items. One of the leadership groups is going to have a dog show at the gym-you go to the gym and they will have the dogs from the shelter to show and hopefully be adopted.

**Barnes**-On behalf of the City of Gold Beach and the Gold Beach Promotions, a THANK YOU to Dave Duffy and Annie Tuttle of Backwood Home Magazine. They have generously donated to the city three, full-page ads in their next edition. They have a circulation of about 50,000 people. It is an amazing gift to support the 10K Gold Promotion.

Barnes gave the council the draft letter (G) in support of Frank Burris.

**ANNOUNCEMENTS**

The next regular meeting for the Gold Beach City Council is scheduled for Monday evening, FEBRUARY 8, 2010 in the Council Chambers of City Hall, 29592 Ellensburg Ave., at 6:30 P.M.

**ADJOURNED AT 7:05 P.M.**

Five-Minute Break

**WORKSHOP: DISCUSSING GOALS FOR THE CITY 7:17 P.M.**  
**Wernicke, Crook, Brennan and Barnes were present.**

**Barnes**-There are three different issues we need to approach.  
\* City's vision and/or mission - what it is that we are.  
\* Goals  
\* How we're going to get there through - a strategic plan or a planning process?

There are different ways to approach these-you can do them at different stages

**Brennan**-suggested copying the old 2010 Strategic Plan - they have a vision statement listed. If everyone had a copy of it and reviewed it-we could take some parts out of it instead of re-inventing the whole wheel.  
Several ideas were discussed.

**Barnes**-Picking up where Brennan left-off, look at what was done on the 2010 project as a starting point. Publish that for the community, and get some community response. It is difficult to work with a vision of what this community is supposed be - what our mission is without community input. Community input will help direct how council can better articulate what the vision is for the community.

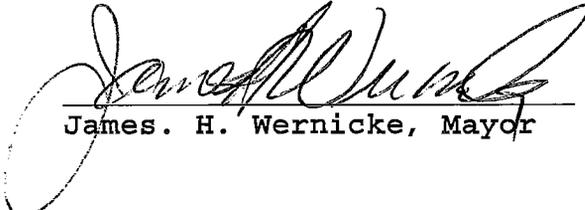
**Barnes**-Let's schedule a Town Hall Meeting. We will put the 2010 Plan on line, it will also be available at city hall, and have some at the library for the community to look at prior to the Town Hall Meeting. Encourage the public to come and offer their ideas and suggestions either verbally or in writing.

The Town Hall Meeting will be held at 6:30 P.M. on February 25, 2010. The meeting will be well advertised and will be held in a larger room than the council chambers.

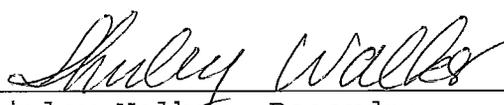
**WORK SESSION CLOSED AT 7:45 P.M.**

The location of the hearing/meeting is accessible to the disabled. Advance notice is requested if special accommodations are needed. Call (541) 247-7029 so that appropriate assistance can be provided. The City of Gold Beach is an affirmative action EEOE and complies with section 504 of the rehab act of 1973. Complaints of Discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, D.C. 20250-9419

Passed by the Gold Beach City Council on February 8, 2010

  
James. H. Wernicke, Mayor

**ATTEST:**

  
Shirley Walker, Recorder

ITEM: A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO A MULTI-AGENCY AGREEMENT FOR  
THE CITY OF GOLD BEACH TO JOIN THE BORDER  
COAST REGIONAL AIRPORT AUTHORITY

DATE: JANUARY 25, 2010

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RECOMMENDED ACTION:

It is recommended that City Council adopt the resolution.

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PROCEDURE:

Follow the procedure for adopting a resolution.

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BACKGROUND:

In 2006, the County of Del Norte, California, the City of Crescent City, California, and the Elk Valley Rancheria, a Federally-recognized Tribe partnered to form the Border Coast Regional Airport Authority to provide joint governance in planning and operating the Del Norte County Regional Airport, Jack McNamara Field located in the City of Crescent City, California. This airport provides essential regional air services for communities in Del Norte County, California and Curry County, Oregon. In October 2007, these agencies signed the Border Coast Regional Airport Authority Joint Powers Agreement outlining the terms and conditions of their shared governing responsibilities.

The City of Brookings joined the Authority in August 2008 under terms outlined in the First Amended Joint Powers Agreement for the Border Coast Regional Airport Authority.

The City of Gold Beach and Curry County each also were asked to join the Authority as part of the First Amended Joint Powers Agreement. Both agencies declined to join citing concerns of individual agency liability.

The governing body for the Border Coast Regional Airport Authority since amended the multi-agency agreement to include clauses limiting individual member liabilities and incorporated these amendments into a Second Amended Joint Powers Agreement for the Border Coast Regional Airport Authority.

In January 2010 the Curry County Board of Commissioners voted unanimously to join the Authority under the terms of the Second Amended Joint Powers Agreement.

The governing body of the Border Coast Regional Airport Authority now is inviting the City of Gold Beach to again consider joining the Authority.

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RELATIONSHIP TO COUNCIL GOALS:

Council goals yet to be identified.

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COST IMPLICATION:

No direct cost implications

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ITEM: A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MULTI-AGENCY  
AGREEMENT FOR THE CITY OF GOLD BEACH TO JOIN THE BORDER COAST  
REGIONAL AIRPORT AUTHORITY

## **RESOLUTION R0910-7**

### A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MULTI-AGENCY AGREEMENT FOR THE CITY OF GOLD BEACH TO JOIN THE BORDER COAST REGIONAL AIRPORT AUTHORITY

- WHEREAS:** The Del Norte County Regional Airport, Jack McNamara Field, located in the City of Crescent City provides essential air service for those communities residing in Del Norte County, California and Curry County, Oregon; and
- WHEREAS:** On October 4, 2007, the County of Del Norte, the City of Crescent City, and the Elk Valley Rancheria formed the initial Border Coast Regional Airport Authority for the purpose of working together to accommodate current and future regional air travel to facilitate economic development in the border coast region and to maintain air travel as an essential component of the region's emergency response network; and
- WHEREAS:** On August 7, 2008 the First Amended Joint Powers Agreement enabled the City of Brookings to join the Authority; and
- WHEREAS:** The City of Gold Beach and Curry County each also were asked to join the Authority as part of the First Amended Joint Powers Agreement, but both agencies declined citing concerns of individual agency liability; and
- WHEREAS:** The governing body for the Border Coast Regional Airport Authority has since amended the multi-agency agreement to include clauses limiting individual member liabilities; and
- WHEREAS:** These amendments were incorporated into a Boarder Coast Regional Airport Authority Second Amendment; and
- WHEREAS:** The Curry County Board of Commissioners voted unanimously to join the Authority and signed the Boarder Coast Regional Airport Authority Second Amendment on January 4, 2010; and
- WHEREAS:** The governing body of the Border Coast Regional Airport Authority is again asking the City of Gold Beach to become a member of the Authority; and
- WHEREAS:** The City of Gold Beach benefits from becoming a member of the Authority by having a voice in airport planning and operational decisions that could impact economic development and emergency services in the Gold Beach community; and



**WHEREAS:** The City has the authority pursuant to ORS chapter 190 to enter into intergovernmental agreements to provide services and facilities through the joint and cooperative exercise of powers, privileges and authority.

**NOW THEREFORE, BE IT RESOLVED:** the City Council of the City of Gold Beach authorizes the Mayor to enter into the multi-agency agreement enabling the City of Gold Beach to join the Border Coast Regional Airport Authority.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, THIS 25<sup>TH</sup> DAY OF JANUARY 2010.**

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James H. Wernicke, Mayor

ATTEST:

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Shirley Walker, Recorder

**BORDER COAST REGIONAL AIRPORT AUTHORITY  
SECOND AMENDED  
JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Del Norte, a legal subdivision of the State of California, hereinafter referred to as "County", the City of Crescent City, a municipal corporation existing under the laws of the State of California, the Elk Valley Rancheria, a federally recognized Tribe, the City of Brookings, a municipal corporation existing under the laws of the State of Oregon, the County of Curry, a political subdivision of the State of Oregon, and the City of Gold Beach, a municipal corporation existing under the laws of the State of Oregon, collectively referred to as "Participants", who agree as follows:

**RECITALS**

This Second Amended Joint Powers Agreement amends and restates that certain Joint Powers Agreement of the Border Coast Regional Airport Authority dated October 4, 2007, and the First Amended Joint Powers Agreement dated August 7, 2008, under which the Participants other than the City of Gold Beach and the County of Curry have operated the Authority to date.

Del Norte County owns Del Norte County Regional Airport, Jack McNamara Field, a commercial airport located in Del Norte County which serves passengers from both California and Oregon (the "airport"). Recognizing the bi-state regional significance of the airport, the Del Norte County Board of Supervisors has decided to enter into this Border Coast Regional Airport Authority (the "Authority") in order to permit other governments to share in operational decision making for the airport. In addition to the City of Crescent City, the Elk Valley Rancheria, the City of Brookings, the County of Curry, and the City of Gold Beach, these governments may include other local government agencies in the State of Oregon as well as sovereign tribal governments. The parties to this agreement believe that by working together in the framework of this Authority, the role of the airport in accommodating current and future air

travelers, facilitating the economic development of the border coast region, and maintaining and operating the airport as an essential component of the region's emergency response network, will be protected and enhanced.

By entering into this agreement, Del Norte County does not intend to transfer ownership of the land and facilities that make up the airport. Nor does entry into this agreement by entities other than Del Norte County imply a commitment on their part to provide funding for the capital improvement or operation of the airport. However, these and other issues may become the subjects of ongoing conversation among the Authority's Participants.

This agreement is entered into pursuant to the provisions of California Government Code, Sections 6500 and following, hereinafter referred to as the "California JPA Law," and Oregon Revised Statutes, Section 190.420, hereinafter referred to as the "Oregon JPA Law," for the purpose of creating an agency to provide for the planning, operation, marketing, and maintenance, directly or indirectly, of the commercial airport located in Del Norte County and known as Del Norte County Regional Airport, Jack McNamara Field.

It is the intent of the Participants in the Border Coast Regional Airport Authority that the membership in the Authority will be open to all those public agencies in the States of California and Oregon that elect to join the Authority, and meet the following criteria: (a) the territory of the public agency is substantially located in Del Norte County, California, or Curry County, Oregon; (b) the public agency has the power under the California JPA Law or Oregon JPA Law, to join the Authority; and (c) the public agency has the power to operate an airport. Participation in the Authority will remain open to those entities that may decide to join after the Authority is formed and operational.

**ARTICLE I**  
**CREATION AND OPERATION OF THE AUTHORITY**

SECTION 1.1 CREATION OF AUTHORITY: Pursuant to the California and Oregon JPA Laws, there is hereby created a public entity to be known as the "BORDER COAST REGIONAL AIRPORT AUTHORITY", referred to herein as the "Authority". The Authority is a public entity separate and apart from the parties hereto.

SECTION 1.2 PARTICIPANTS: The Participants in the Authority are Del Norte County, the City of Crescent City, the Elk Valley Rancheria, the City of Brookings, Curry County, and the City of Gold Beach.

SECTION 1.3 GOVERNING BOARD; INITIAL BOARD; APPOINTMENTS: The Authority is administered by a governing board, which is called the "Board of Commissioners of the Border Coast Regional Airport Authority," and which is referred to herein as the "Board." The Board of the Authority initially consisted of five members appointed as follows: The Del Norte County Board of Supervisors appointed three members, two of whom were Supervisors of that County, and two of whom were designated to serve four-year terms and one of whom was designated to serve a two-year term; the first two additional Participants were Crescent City and the Elk Valley Rancheria, which appointed one member each, with each of those members serving a term congruent with the term of the two-year appointee of the Del Norte County Board of Supervisors. Upon approval of the First Amended Joint Powers Agreement and becoming a Participant, the City of Brookings appointed one member to the governing board, with that member serving a term congruent with the four-year appointees of the Del Norte County Board of Supervisors.

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SECTION 1.4 GOVERNING BOARD; PERMANENT CONSTITUTION: The number of members of the permanent Board shall be between seven and eleven. Appointments shall be made by resolution of the governing body of the Participant. Following the terms of the initial Board, the terms of all Board members shall be four years. However, each Board member shall serve at the pleasure of the appointing authority for that position and may be removed and replaced according to the rules of the governing body of that Participant. If a Board member's term expires before that member's reappointment or the appointment of a successor, the incumbent may continue to serve until he or she is reappointed or a successor is appointed.

SECTION 1.4.1 GOVERNING BOARD; CURRY COUNTY AND GOLD BEACH: Upon approval of this Second Amended Joint Powers Agreement, as amended to include Curry County and the City of Gold Beach, these entities have been recognized as Participants and may each appoint one member to the Governing Board, with those members serving terms congruent with the terms of the four-year appointees of the Del Norte County Board of Supervisors.

SECTION 1.5 ALTERNATE MEMBERS: The governing body of each Participant may by resolution appoint an alternate to serve in the absence of any member of the Governing Board appointed by that Participant.

SECTION 1.6 COMPENSATION: Members of the Board of Commissioners will receive no compensation. However, they may be reimbursed for the actual expenses incurred while performing the duties and activities of the Board.

SECTION 1.7 REGULAR MEETINGS: The Board of Commissioners will provide for its regular and special meetings; provided, at least one regular meeting must be held each calendar quarter.

SECTION 1.8 RALPH M. BROWN ACT: All meetings of the Board of Commissioners of the Authority, without limitation, regular, adjourned,

regular, and special meetings, must be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code, Sections 54950 and following.

SECTION 1.9 OREGON PUBLIC MEETINGS LAW: All meetings of the Board of Commissioners of the Authority, without limitation, regular, adjourned regular, and special meetings, must be called, noticed, held and conducted in accordance with the provisions of the Oregon Public Meetings Law, Oregon Revised Statutes, Sections 192.610 through 192.690.

SECTION 1.10 PUBLIC MEETINGS; BROAD INTERPERTATION: In any instances of conflict between the Ralph M. Brown Act and the Oregon Public Meetings Law, the Authority must comply with those notice and meeting conduct provisions of law which will provide the highest level of public participation, observation, and knowledge of the Authority's affairs.

SECTION 1.11 MINUTES: The Board must provide for taking, approving, and preserving minutes of the meetings of the Board.

SECTION 1.12 QUORUM: The attendance of a majority of the Board is required for the transaction of business at meetings of the Board.

SECTION 1.13 RULES: The Board of the Authority may adopt and amend rules and regulations for the conduct of its meetings and affairs.

SECTION 1.14 MANNER OF EXERCISING POWERS: The manner of exercising the powers of the Authority is subject to the same restrictions on the exercise of like powers that apply to the County of Del Norte. In all respects, including Public Contracting procedure, employment practices and ethics/conflicts of interest, the Authority will be mindful of the cross-border nature of the Authority and must conduct its affairs to comply with applicable State Laws.

SECTION 1.15 FISCAL YEAR: The fiscal year of the Authority is from July 1 through June 30.

SECTION 1.16 TERM OF AGREEMENT: This agreement will continue indefinitely, except that this agreement may be terminated sooner if withdrawal is elected pursuant to Section 1.17 of this agreement by either the County of Del Norte or by all Participants other than the County of Del Norte.

SECTION 1.17 WITHDRAWAL: Any Participant may withdraw from this agreement by giving sixty (60) days written notice to the Authority and to all other Participants. The withdrawing entity will not be entitled to the return of any assets or contributions that the Participant made to the Authority.

## **ARTICLE II OFFICERS**

SECTION 2.1 CHAIR, VICE-CHAIR, AND AIRPORT DIRECTOR: The Board of Commissioners must elect a Chair and a Vice Chair from among its members. It may appoint an Executive Director or an Airport Director, who must not be a member of the Board of Commissioners.

SECTION 2.2 TREASURER: The Treasurer of Del Norte County is hereby designated as the Treasurer of the Authority and as the depository to have custody of all the money of the Authority from any source. The Treasurer, and the officer performing the functions of Auditor or Controller, who must be the Auditor-Controller of Del Norte County, will have the duties and obligations set forth in Section 6505 and 6505.5 of the California JPA Law and will assure that there will be a strict accounting of all funds and accurate reports of all receipts and disbursements of the Authority. The Treasurer and the Auditor-Controller must provide any Oregon entities participating in the Authority those financial reports as are necessary and convenient to those entities.

SECTION 2.3 BONDING OF PERSONS HAVING ACCESS TO PROPERTY:

From time to time, the Board of Commissioners may designate public officers or persons, in addition to the Treasurer and the Auditor-Controller, having charge of handling or having access to any property of the Authority, and the Board must determine the amount of their official bond, pursuant to Section 6505.1 of the California JPA Law.

**ARTICLE III**  
**POWERS AND DUTIES**

SECTION 3.1 POWERS: Border Coast Regional Airport Authority has each of the following powers:

- a. To make and enter into contracts and to receive and expend funds, providing for aviation and airport-related services to the public;
- b. To supervise and oversee the performance of aviation and airport-related service contracts;
- c. To provide all services necessary to operate the Airport;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the California JPA Law, money in the treasury of the Authority that is not required for immediate necessities of the Authority;

- j. To apply for, accept, and utilize funds from any source for public Airport purposes, including funds available through the Federal Aviation Administration;
- k. To raise revenues, including the establishment of lease rates, parking fees, passenger facility fees, and other revenue and tax rates as authorized by law, to support aviation and airport-related services;
  - 1. To incur short-term indebtedness;
- m. To petition the federal and state governments;
- n. To receive contributions from Participants and to provide for their repayment on those terms as the Authority finds advisable;
- o. All other powers that are necessary and proper for the Authority to have in order to provide aviation and airport-related services.

SECTION 3.2 DUTIES: Border Coast Regional Airport Authority has the following specific duties:

- a. On or before May 1st of each year, it must prepare and submit to the Board and each of the Participants a proposed budget for the upcoming fiscal year. The proposed budget will be subject to approval and ratification as set forth in Section 4.3.
- b. The Authority will oversee and maintain an ongoing Airport Capital Improvement Plan (ACIP) to address the future needs of the airport, including the maintenance and periodic updating of the Airport Master Plan and an Airport Layout Plan, anticipating the needs of the public for commercial air service.
- c. The Authority will actively pursue funding, and the development of sources of funding, for the implementation of its plans for aviation improvement and airport development.

SECTION 3.3 OBLIGATIONS OF AUTHORITY: (a) To the extent permitted by the laws of the home state of each Participant, the debts, liabilities, and obligations of the Authority will not be the debts, liabilities and obligations of any of the member entities.

(b) To further ensure that the debts, liabilities, and obligations of the Authority will not be the debts, liabilities, and obligation of any of the member entities, the Authority will negotiate for the inclusion of a clause having the same force and effect as the following in each contract entered into by the Authority:

No Recourse Against Authority Participants. Notwithstanding any provision in the laws of California or the State of Oregon, [Contractor] agrees that any debts, liabilities or obligations of the Authority as set forth in this [contractual agreement] will not be the debts, liabilities or obligations of the members of or participants in the Authority.

(c) If the Authority must, in the judgment of the Board, enter into a contract that does not include the clause set forth in (b), above, no debt, liability or obligation that is not budgeted in the then-current-year's budget of the Authority may be undertaken or entered into by the Authority unless and until the governing body of each Participant has been provided the opportunity to approve or reject the proposed debt, liability or obligation. Notwithstanding any other provision of this agreement, the rejection of a proposed debt, liability or obligation of the Authority by the governing body of a Participant will effect the immediate withdrawal of the Participant from the Authority and this withdrawal will be deemed to be effective prior to the incurring of the debt, liability or obligation by the Authority.

SECTION 3.4 TORT LIABILITIES AND INSURANCE: The Authority must procure and maintain aviation-operations (including premises liability) insurance with policy limits of not less than \$45 million. This insurance must name each Participant as an additional named insured. Additional policies of liability and property insurance with commercially reasonable policy limits

must be maintained by the Authority consistent with the best practices of airport management, as well as Worker's Compensation Insurance that complies with the laws of the State of California.

**SECTION 3.5 AUTHORITY MUST INDEMNIFY AND DEFEND PARTICIPANTS:** The Authority must defend, indemnify, and hold harmless the Participants, and their officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of the Authority's performance of its obligations or the exercise of Authority's powers under this Agreement or out of the operations conducted by the Authority, including any Participants' active or passive negligence, except for the loss or damage arising from the sole negligence or willful misconduct of the Participant. In the event a Participant indemnitee is made a party to any action, lawsuit, or other adversarial proceeding arising from Authority's performance of this Agreement or its operations hereunder, the Authority must provide a defense to the Participant(s) or at Authority's option reimburse the Participant(s) their costs of defense, including reasonable attorney's fees, incurred in the defense of these claims. Each Participant entitled to indemnity hereunder agrees to cooperate reasonably in the conduct of its defense and the defense of the Authority.

#### **ARTICLE IV FUNDING**

**SECTION 4.1 CONTRIBUTIONS NOT REQUIRED:** Except as provided in section 4.2, no Participant is or will be required to make contributions to the Authority, except as that Participant may in its sole discretion agree. No Participant is subject to assessment.

**SECTION 4.2 ADMINISTRATIVE AND OPERATING COSTS:** For the duration of this Agreement, the County of Del Norte is required to provide

annual funding to the Authority at the level of the County's budgeted commitment to support the airport for the fiscal year 2006-2007, subject to reduction only by the consent of the Authority.

SECTION 4.3 APPROVAL OF BUDGET: The Board may tentatively adopt the annual budget of the Authority; however, the budget will have no force and effect until it is approved or ratified by each Participant that is contributing funds to the Authority pursuant to or in support of that budget.

#### ARTICLE V

#### DISPOSITION OF ASSETS UPON TERMINATION

SECTION 5.1 NO SUCCESSOR ENTITY: Upon termination of the Border Coast Regional Airport Authority, without a successor entity, pursuant to paragraph 1.17 or otherwise, and subject to the terms of any repayment agreements entered into pursuant to paragraph 3.1, subparagraph n, the Board must convey or quitclaim all assets and property of the Authority to the County of Del Norte.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers, who are duly authorized, as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Larry Anderson, Mayor  
City of Brookings

\_\_\_\_\_  
Kelly Schellong, Mayor  
City of Crescent City

\_\_\_\_\_  
Gerry Hemmingsen, Chair  
Board of Supervisors

ATTEST:

ATTEST:

\_\_\_\_\_  
Rod Butler, Clerk  
City of Crescent City

\_\_\_\_\_  
Jeremi Ruiz, Clerk  
Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Black, City Attorney  
City of Crescent City

\_\_\_\_\_  
Dohn Henion, County Counsel  
County of Del Norte

\_\_\_\_\_  
Dale A. Miller, Tribal Chairman  
Elk Valley Rancheria

\_\_\_\_\_  
Kim Krokodilos, Tribal Secretary  
Elk Valley Rancheria

\_\_\_\_\_  
Jim Wernicke, Mayor  
City of Gold Beach

\_\_\_\_\_  
Shirley Walker, Recorder  
City of Gold Beach

CURRY COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
*Bill Waddle*  
Bill Waddle, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
*Georgia Yee Nowlin*  
Georgia Yee Nowlin, Vice Chair

\_\_\_\_\_  
*M. Gerard Herbage*  
M. Gerard Herbage  
Curry County Counsel

\_\_\_\_\_  
*George Rhodes*  
George Rhodes, Commissioner  
DATE: 1/4/10

# City airport

By Valliant Corley  
Pilot staff writer

**GOLD BEACH** – The Curry County Board of Commissioners this week approved the Joint Powers Agreement to become a part of the Border Coast Regional Airport Authority, joining Crescent City, Del Norte County, the Elk Valley Rancheria and the city of Brookings.

The Joint Power authority was formed in 2006 by the County of Del Norte, Crescent City and the Elk Valley Rancheria to assume the responsibility of planning for the future needs of the airport, pursuing funding for airport improvements and expanding commercial air service.

The vote to make Curry County a member of the Del Norte County Airport's joint power authority (JPA) came after the authority acted to limit the county's liability.

"The board was supportive of the idea to ensure we have a regional airport," County Counsel Jerry Herbage said at Monday's commission meeting. "The concern was largely liability."

"What we primarily want is to the extend that things come up, they be handled by the authority itself instead of individual members," Herbage said.

Airport attorney Bob Black spoke to the commissioners by telephone.

He said the authority would have insurance of not less than \$45 million.

He said that language was added to the JPA stating that members are not responsible for the "debts, liabilities and obligations of the Authority."

In addition, any contract the board enters into will include a clause stating that the contractor cannot pursue individual members.

If this clause can't be negotiated into the contract, Black said that a member would have the option to remove itself from the JPA before talking on any obligations.

The agreement allows for withdrawal from the JPA with 60 days notice, Herbage said.

See JPA, Page 10A



Artist rendering by Clark

An artists' rendering shows what the clinic will look like when

## Ceremony marks building of Brookings

By Arwyn Rice  
Pilot staff writer

Curry Hospital Health Network CEO Bill McMillan and seven dignitaries ceremonially broke ground Thursday morning for the new Brookings Medical Center building.

The rain held back just long enough to keep the ceremony dry as more than 100 onlookers cheered while the eight shovel-wielding honorees dug in at the 8-acre Fifth Street property.

"Begin with the end in mind," McMillan

quoted Stephen Covey, author of *Highly Effective People*.

"In this case the end we bring doctors to Brookings,"

The new clinic will provide a facility to attract more doctors improving access to health care.

Work to clear the property began in December. Actual construction is expected to begin as soon as abates.

See

Participating in Thursday's ground-breaking ceremony are Curry Hospital officials Bill McMillan and Dugie Freeman, State Rep. Wayne Krieger, Gary Millman, Mayor Larry Anderson, former landowner Sue Ross, and Brookings-Harbor Chamber of Commerce President Pam Deraita.



## Safe haven: County opens center to ease trauma for child crime victims

Children should only be interviewed by trained professionals, says Estafford, a Brookings-area artist.



City Coastal Pilot

# YOUR COMPUTER



## AS TWO

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of Port of Brookings Harbor

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# JPA: Gold Beach invited to join

Continued from Page 1A  
Meanwhile, airport board members meeting Thursday decided that before adopting a new JPA that includes Curry County, they want to see if the city of Gold Beach wants to join as well.

Gold Beach Mayor Jim Wernicke said Friday that the city had discussed joining the JPA.  
"We left that at a point where if we have a hold harmless clause the city

would join," Wernicke said. "We were waiting to hear about that. If we can see that and review it, that would be great. That was the only thing hanging it up."

Wernicke said that, to his knowledge, nobody had contacted the city about the new provisions.  
"The city administrator is out of town and hasn't said anything about it," the mayor said. "We're going to have to have that presented

# Resorts: Citizens voice support, concern

Continued from Page 1A  
Also delayed until the Jan. 28 meeting is the planning commission's review of the city of Brookings and Curry County Urban Growth Area Joint Management Agreement (JMA). The long session and hearing on the destination resort ordinance resulted in the delay on the JMA.

At the beginning of Thursday's meeting, Associate Planner Jodi Fritts said three property owners had requested to be added to the draft map of eligible areas for destination resorts. Fritts said that had

Tim Palmer of Port Orford said the planning commission should spend time working on the ordinance.  
"The ordinance is by and large a good one, but still a large amount of outcome is up for discussion," he said. "This is not a job to take away from the planning commission. It should not go to the county commissioners for initial review."  
Under Oregon law, there are two types of destination resorts - large and small. Large ones must be at least 160 acres of farm or forest

to the City Council and see what they have. That was the only holdup."

Curry County commissioners voted unanimously to join the JPA after the liability issue was worked out.

"I am very excited," Commissioner Georgia Nowlin said. "It's good for Del Norte County and Curry County to work together. It's been almost two years to get this together. I think it's a great idea."

The original map proposal of possible sites that can be approved had a 71-acre county-owned site near Floris Lake, the 421-acre Sweet property north of Cape Blanco, the 109-acre Honeybear site near Nesika Beach, the 32-acre Spicer site on the north side of the Rogue River, 30-acre Cloud Play site on the south side of the Rogue River, the 419-acre Kammer site east of Gold Beach and the Crook site in Pistol River.

The first addition to that

ITEM: A RESOLUTION ADOPTING GOLD BEACH'S  
REPRESENTATION IN THE CURRY COUNTY MULTI-  
JURISDICTIONAL NATURAL HAZARDS MITIGATION  
PLAN

DATE: JANUARY 25, 2010

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RECOMMENDED ACTION:

It is recommended that City Council adopt the resolution.

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PROCEDURE:

Follow the procedure for adopting a resolution.

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BACKGROUND:

In the fall of 2006, the Oregon Partnership for Disaster Resilience (the Partnership / OPDR) at the University of Oregon's Community Service Center partnered with Oregon Emergency Management (OEM) and Resource Assistance for Rural Environments (RARE) to develop a Pre-Disaster Mitigation Planning Grant proposal to create and/or update existing natural hazard mitigation plans for Oregon's southern coastal cities. The city of Gold Beach partnered with OPDR and RARE to develop a full city addendum to the Curry County Natural Hazards Mitigation Plan. Gold Beach's planning efforts began in the fall of 2007. RARE provided a staff person (Michael Scharenbroich, 'RARE Participant') to facilitate and document the cities' planning processes.

The following representatives served Steering Committee members for the city of Gold Beach's natural hazard mitigation planning process:

- Georgianne Green, Curry County Public Health
- Georgia Nowlin, Curry County Commissioner
- Russ Merkley, Chief, Gold Beach Police Department
- Michael Brace, Curry County Emergency Management
- Volunteer, Gold Beach/Curry County Animal Control
- Curry County Educational Services Representative

The planning process and associated resources used to create Gold Beach's Addendum to the Curry County Natural Hazard Mitigation Plan were developed by the Partnership. An addendum is smaller than a full plan, and builds off of the information that's included in Curry County's Mitigation Plan.

In order to receive the Federal Emergency Management Agency's (FEMA) 'final' approval for the Mitigation Plan, the city of Gold Beach must adopt the plan via resolution. Final approval allows the city of Gold Beach to apply for federal disaster mitigation funds.

Mitigation Plans are non-regulatory in nature, and do not set forth new policy.

The Oregon Partnership for Disaster Resilience (OPDR) will facilitate communication between your city, Oregon Emergency Management, and FEMA. Once adopted, please send proof of local adoption to OPDR (*Megan Findley: mfindley@uoregon.edu*). OPDR will then forward resolution documentation to FEMA. A 'final' approval letter will then be sent to your City Council.

C

The city's Steering Committee is responsible for maintaining and updating the plan. The city administrator has been identified as the plan's convener. It is the convener's responsibility to annually coordinate Steering Committee meeting dates, times, locations, agendas, and member notification. The Steering Committee will be responsible for identifying new risk assessment data, reviewing the status of mitigation actions, identifying new actions, and seeking funding to implement mitigation actions. Gold Beach's Addendum to the Curry County NHMP will need to be updated every five years in conjunction with the county's plan update schedule.

Because the county's plan needs to be updated by June 2010, this means that Gold Beach will need to update its plan by June 2010 as well (even though that's less than a year away). Because the plan was just written, the plan update process should be fairly simple. Gold Beach should participate in the county's plan update process, which will also be coordinated by the Partnership, starting in the spring of 2010.

---

RELATIONSHIP TO COUNCIL GOALS:

Council goals yet to be identified.

---

COST IMPLICATION:

Without a federally and locally approved NHMP, a community is *not* eligible for the following federal disaster mitigation funds.

- o Pre-Disaster Mitigation Grant Program: provides funds to states, territories, Indian tribal governments, communities, and universities for hazard mitigation planning and the implementation of mitigation projects prior to a disaster event. PDM grants are nationally competitive.
- o Hazard Mitigation Grant Program: provides grants to state and local governments and other eligible recipients to implement long-term hazard mitigation measures and projects after a major disaster declaration. The purpose of HMGP funds is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery period following a disaster. HMGP funds are available to communities within states that have recently received Presidential Disaster Declarations. HMGP funds are prioritized for communities that are directly affected by a disaster, but communities outside of the disaster declaration are typically eligible as well.
- o Flood Mitigation Assistance: assists states and communities in implementing measures that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the National Flood Insurance Program.

**Note:** Although Gold Beach created an addendum to Curry County's NHMP, Gold Beach is eligible to independently apply for federal mitigation grant funds. Both jurisdictions may, however, work together in the application process (if a particular project will benefit both jurisdictions).

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ITEM: A RESOLUTION ADOPTING GOLD BEACH'S REPRESENTATION IN THE CURRY COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

## RESOLUTION R0910- 16

### A RESOLUTION ADOPTING GOLD BEACH'S REPRESENTATION IN THE CURRY COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

**WHEREAS:** The City of Gold Beach is vulnerable to the human and economic costs of natural, technological and societal disasters, and

**WHEREAS:** The City Council of Gold Beach recognizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community, and

**WHEREAS:** The City of Gold Beach has participated in the development of the Curry County Multi-Jurisdictional Natural Hazards Mitigation Plan, which has established a comprehensive, coordinated planning process to eliminate or minimize these vulnerabilities, and

**WHEREAS:** The City of Gold Beach's representatives and staff have identified natural hazard risks and prioritized a number of proposed actions and programs needed to mitigate the vulnerabilities of Gold Beach to the impacts of future disasters, and

**WHEREAS:** These proposed projects and programs have been incorporated into the Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan that has been prepared and promulgated for consideration and implementation by Curry County and the City of Gold Beach:

### NOW THEREFORE, THE CITY COUNCIL OF GOLD BEACH RESOLVES AS FOLLOWS:

**Section 1.** The City Council of Gold Beach hereby accepts and approves of its section of the Curry County Multi-Jurisdictional Natural Hazards Mitigation Plan as a reasonable process to identify and plan for potential hazards in Gold Beach.

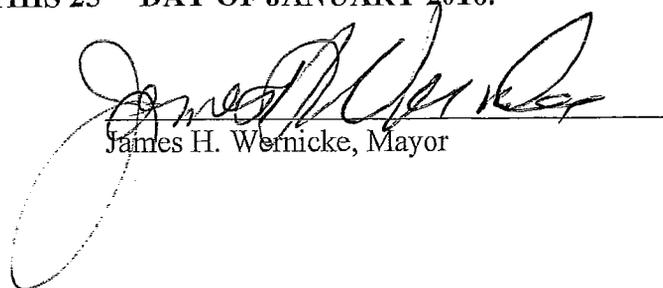
**Section 2.** The agency personnel of the City of Gold Beach are requested and instructed to pursue available funding opportunities for implementation of the actions and proposals designated therein,

**Section 3.** The City of Gold Beach will, upon receipt of such funding or other necessary resources, seek to implement the mitigation proposals identified by the Jurisdiction's Hazard Mitigation Planning Committee, and

**Section 4.** The City of Gold Beach will continue to participate in the updating and expansion of the Curry County Multi-Jurisdictional Natural Hazards Mitigation Plan in the years ahead, and

**Section 5.** The City of Gold Beach will further seek to encourage the businesses, industries and community groups operating within and/or for the benefit of the City of Gold Beach to also participate in the updating and expansion of the Curry County's Multi-Jurisdictional Natural Hazards Mitigation Plan in the years ahead.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, THIS 25<sup>TH</sup> DAY OF JANUARY 2010.**



James H. Wernicke, Mayor

ATTEST:

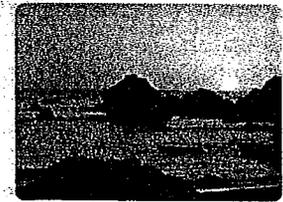
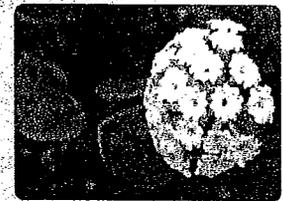
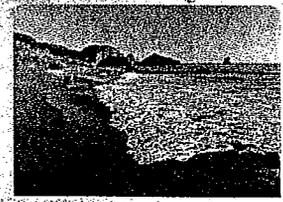
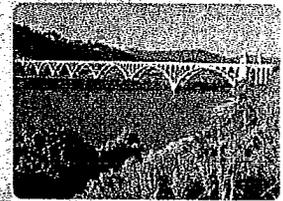
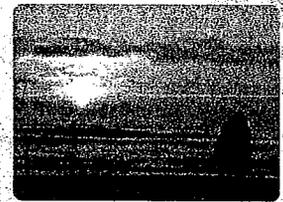
\_\_\_\_\_  
Shirley Walker, Recorder



# City of Gold Beach

## Natural Hazards Mitigation Plan Addendum

Prepared as an addendum to the Curry County Multi-Jurisdictional Natural Hazards Mitigation Plan



# City Addenda

## City of Gold Beach

### Overview

The city of Gold Beach developed this addendum to the Curry County multi-jurisdictional Natural Hazards Mitigation Plan in an effort to increase the community's resilience to natural hazards. The addendum focuses on the natural hazards that could affect the city of Gold Beach, Oregon, which include: coastal erosion, drought, earthquake, flood, landslide, tsunami, volcano, wildfire, and severe winter storm. It is impossible to predict exactly when disasters may occur, or the extent to which they will affect the city. However, with careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, it is possible to minimize the losses that can result from natural hazards.

The addendum provides a set of actions that aim to reduce the risks posed by natural hazards through education and outreach programs, the development of partnerships, and the implementation of preventative activities such as land use or watershed management programs. The actions described in the addendum are intended to be implemented through existing plans and programs within the city.

The addendum is comprised of the following sections: 1) Addendum Development Process 2) Community Profile; 3) Risk Assessment; 4) Mission, Goals, & Action Items; and 5) Plan Implementation & Maintenance.

### Addendum Development Process

#### 2005 Planning Process

The Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP) was adopted in August, 2005. The city of Gold Beach participated in the county's planning process as a 'stakeholder,' and additionally developed mitigation actions within the county's plan at that time. Although the city of Gold Beach did not develop a full addendum to the Curry County Natural Hazard Mitigation Plan, the city's risks and vulnerabilities were partly documented throughout the county's plan.

#### 2009 Planning Process

In the fall of 2006, the Oregon Partnership for Disaster Resilience (The Partnership/OPDR) at the University of Oregon's Community Service Center partnered with Oregon Emergency Management (OEM) and Resource Assistance for Rural Environments (RARE) to develop a Pre-Disaster Mitigation Planning Grant proposal to create and/or update

# City Administrator's Report to the Gold Beach City Council

January 25, 2010

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## **Police Services**

- Awarded \$3,500 grant to purchase speed enforcement radar equipment (resolution accepting the funding to follow at the Feb. meeting)

## **Promotion and Visitor's Center**

- Hired Jeff Ferguson new full-time Executive Director GBVC/Promotions. Position now reports directly to the CA

## **Planning**

- Public hearing tonight on the new City of Gold Beach Zoning Code.

## **Public Works**

- Project Group Delivery has accepted our contract offer. We are currently working out contract details. Value engineering scheduled to begin end of February

## **Administration and Finance**

- Request for audit extension was denied.
- Upcoming Council Schedule
  - February 8, 2010 – Regular Council Meeting
  - February 17, 2010 – Budget Committee Meeting (mid-year review)
  - February 25, 2010 – Council Meeting/Workshop (Visioning and Goal Setting cont.)
- Introduce the 2010 Budget Calendar at Feb. 8<sup>th</sup> meeting
- Information distribution

RECEIVED

JAN 11 2010

CITY OF GOLD BEACH

SECRETARY OF STATE  
Division of Audits  
EXTENSION REQUEST

RECEIVED

JAN - 5 2010

Request for extension of time to file audit report provided by ORS 297.465.

SECRETARY OF STATE  
DIVISION OF AUDITS

- 1. Municipal Corporation: City of Gold Beach, Oregon
- 2. Address: 29592 Ellensburg Avenue Gold Beach OR 97444  
(Street or Post Office Box) (City) (State) (Zip)
- 3. Audit Period: July 1, 2008 to June 30, 2009

ORS 297.465  
 The accountant shall furnish the audit report to the municipal corporation within six months after the close of the calendar or fiscal year under audit, except that the Secretary of State, for good cause shown, may grant to the accountant a reasonable extension of time.

Expected Delivery Date:  
 a. I hereby request an extension of time to February 15, 2010 to deliver the audit report of the above named municipal corporation. (Date)

Cause:  
 b. The cause(s) of the delay is as follows: Reconciling property taxes (new levy) and grants.

- 4. Accountant: Richard Maxwell 12/29/09 Maxwell & Company CPAs  
(Signature) (Date) (Firm)
- RICHARD MAXWELL OWNER 1600 Valley River Dr. Ste. 370 Eugene, OR 97401  
(Name and Title) (Address)

If this request is disapproved by any of the following officials, the reasons for disapproval must be indicated on the reverse side of this form.

- 5. Municipal Corporation: This request is  Approved  Disapproved  
[Signature] 12/30/09  
(Signature) (Date)  
E. Henri R. Barnes City ADM  
(Name and Title)
- 6. School District Superintendent: This request is  Approved  Disapproved  
[Signature] [Date]  
(Signature) (Date)  
[Name and Title]

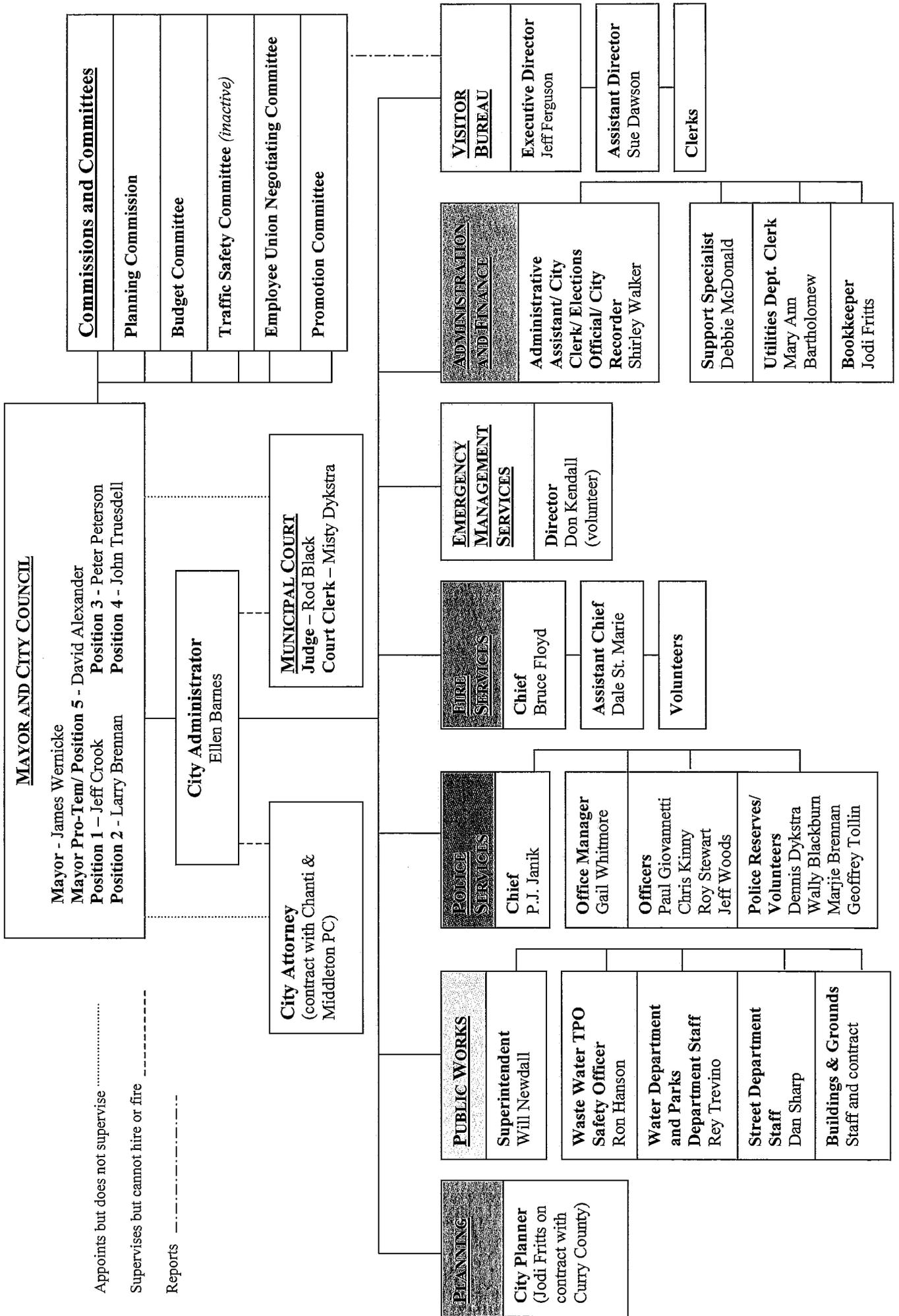
- 7. Secretary of State Division of Audits: This request is  Approved  Disapproved  
[Signature] 1/7/10  
(Signature) (Date)  
Philip L. Hopkins - Audit Manager  
(Name and Title)
- Reason for Disapproval:  
The city has not provided "good cause" (ORS 297.465) for the delayed filing.

(See page 2 for instructions.)

F

# CITY OF GOLD BEACH Organizational Chart

for FY 2010-2011



Appoints but does not supervise .....

Supervises but cannot hire or fire - - - - -

Reports - - - - -