



AGENDA

January 14, 2013, 6:30PM
CITY COUNCIL CHAMBERS, CITY HALL
29592 ELLENSBURG AVE
GOLD BEACH OR 97444

Call to order: Time: _____

1. The pledge of allegiance

2. Roll Call:

	Present	Absent
Mayor Karl Popoff		
Council Position #1 Jeff Crook		
Council Position #2 Larry Brennan		
Council Position #3 Brice Gregory		
Council Position #4 Doug Brand		
Council Position #5 Tamie Kaufman		
City Administrator Jodi Fritts		
Student Liaison Vacant		

3. Special Orders of Business:

NOTE: a request has been made to move the LS Network Franchise Ordinance review to the beginning of the meeting. The LS representative will also be attending the Brookings City Council meeting tonight. If the council could make a decision about this agenda change at the beginning of the meeting their representative would be most appreciative.

- a. WWTP Project Update-Public Works Super, Will Newdall

4. Consent Calendar

None scheduled

5. Citizens Comments

As presented to the Mayor at the beginning of the meeting

6. Public Hearing

- a. Ordinance 646: Franchise agreement with LS Networks

7. Citizen Requested Agenda Items

None scheduled

8. Public Contracts and Purchasing

None scheduled

9. Ordinances & Resolutions

- a. Resolution R1213-07, a resolution opposing the Rogue Reef energy siting location

The City of Gold Beach is dedicated to enhancing quality of life, while promoting health, safety, and welfare of our citizens, businesses, and visitors in the most fiscally responsible manner. In doing this, the City will respect the past, respond to current concerns, and plan for the future, while maintaining environmental sensitivity in our beach oriented community

- b. First reading Ordinance 645, amending ordinance 637 (Urban Renewal)
- c. First reading Ordinance 646, franchise agreement with LS Networks

10. Miscellaneous Items (including policy discussions and determinations)

- a. Proposed plans for fire equipment and facilities
- b. Revisit FOG regulations
- c. Review Goals 1 & 2 of City Business Plan
- d. Presentation by Councilor Brand-RE: digital billboard
- e. Yearly update of committee/commission memberships

11. City Administrator's Report

Will be presented at meeting

12. Mayor and Council Member Comments

- a. Mayor Karl Popoff
- b. Councilors
 - 1) Jeff Crook
 - 2) Larry Brennan
 - 3) Brice Gregory
 - 4) Doug Brand
 - 5) Tamie Kaufman
- c. Student Liaison, Vacant

13. Citizens Comments

As presented to the Mayor at the beginning of the meeting

14. Executive Session

None scheduled

The next scheduled meeting of the Gold Beach City Council is Monday, February 11, 2013, at 6:30PM in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon.

15. Adjourn Time: _____

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, Attention Director, Office of Civil Rights, Washington, D.C. 20250-9419

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PUBLIC HEARING

GOLD BEACH CITY COUNCIL AGENDA REPORT



Agenda Item No. 6 a. and 9 c.

Council Hearing Date: January 14, 2013

Department: Administration and Council Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Ordinance 646 Franchise agreement with LS Networks

SUMMARY AND BACKGROUND:

LS Networks seeks a franchise agreement with the City of Gold Beach to utilize city rights-of-way for utility service—internet. A representative from LSN will be present at the meeting to give background about their company and discuss the proposed franchise agreement. Our legal counsel has been working with LSN for a few months to draft a mutually beneficial franchise ordinance. The LSN representative has requested that this agenda item be moved to the beginning of the meeting because she plans to attend the Brookings City Council meeting tonight as well.

The ordinance is too long for a single meeting adoption so it will require two meetings to adopt it if the council is satisfied with the agreement.

FINANCIAL IMPACT:

LSN is proposing a 5% of gross revenue franchise payment. Additionally they will provide free internet to city hall.

DOCUMENTS ATTACHED:

- Copy of powerpoint to be presented by LSN
- Copy of Ordinance 646

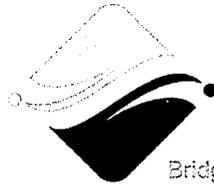
REQUESTED MOTION/ACTION:

If the council is satisfied with the proposal then the ordinance will require two readings to enact.

Suggested Motion:

I move that the Council adopt Ordinance No. 646, establishing a non-exclusive franchise for LS Networks, and approve the first reading of the ordinance by title only.

If the motion is approved, the City Administrator will read the ordinance title into the record. The process is repeated at the next council meeting and the ordinance is enacted and becomes effective on the 30th day after enactment.



LSN

Bridging the broadband gap at LightSpeed

City of Gold Beach



January 14, 2012

Robin Smith

Legal & Compliance Director, LightSpeed Networks



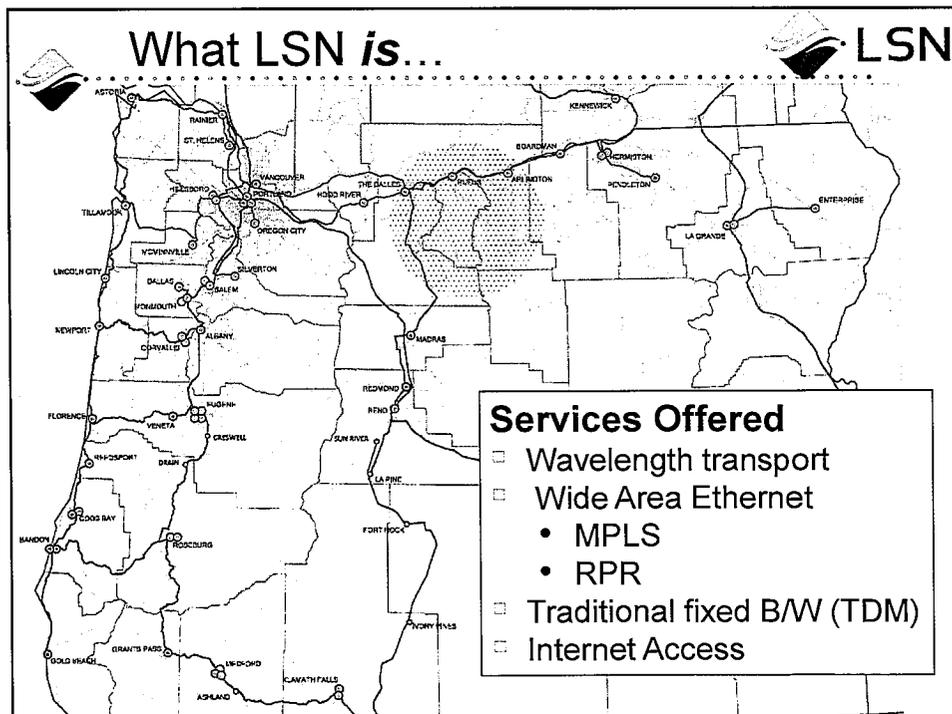
LSN Overview

- LightSpeed Networks, Inc. (dba "LSN") is a privately held Oregon corporation, headquartered in Portland
- LSN is currently operating as a Competitive Inter-Exchange Carrier (CIXC) and Competitive Local Exchange Carrier (CLEC) in the States of Oregon and Washington



LSN's Shareholders

- Founded in 2005 by 5 Rural Electric Cooperatives and a Tribal Entity to provide Internet to Rural Areas
 - Central Electric Cooperative
 - Umatilla Electric Cooperative
 - West Oregon Electric Cooperative
 - Douglas Electric Cooperative
 - Hood River Electric Cooperative
 - Coquille Economic Development Corporation





What we're working to accomplish

- Extend our network
 - Over leased capacity
 - Plant facilities currently in place
- Provide network services to Gold Beach Area
 - Initially over other leased facilities
 - Ultimately over LS Networks'-owned facilities
- Typically arrangements are necessary to place privately-owned assets in the public Rights of Way
 - Non-exclusive Franchise Agreement
 - Telecom Utility License



Benefits to Gold Beach

- Improved Bandwidth/Internet/Network Access
 - Connectivity for the New Clinic
 - Good for business, schools, and city government
 - Local residents and visitors
 - Creates Economic Development
- Revenue from Franchise Agreement
 - Franchise Fees – typically 7% gross revenue
 - Property tax – per foot
 - Pole attachment agreement fees if city owned
 - Fee to reimburse city for costs of Franchise Agreement
 - Permit fees



Franchise Regulations Oregon

- Telecommunications Act 1996 passed to encourage competition
- ORS 759.015 goal to maintain high quality universal telecom for Oregonians.
- ORS 758.010 Cities Use of Right of Way
- Cities created local ordinances in line with state statutes
- ORS 221.515 Privilege tax 7% (Franchise Fee) Gross Revenue defined

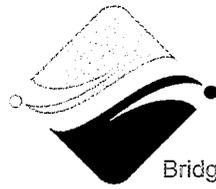


The Process

- Franchise Ordinance the first step
- After the Franchise is granted by City Council specific routes and permitting occurs prior to building

LS Networks respectfully requests the thoughtful consideration and cooperation of the Gold Beach City Council to progress these initiatives

- Oregon Cities that have adopted a Franchise:
Grants Pass, Medford, Coquille, Eugene, Corvallis, Sheridan, Roseburg, Veneta, La Grande, Reedsport, Salem, Pendleton, Ashland, Springfield, Woodburn, Lebanon, Klamath Falls, Albany, Burns, Vernonia and more.



LSN

Bridging the broadband gap at LightSpeed



Gold Beach City Council

Thank you!

Robin Smith

Legal & Compliance Director, LightSpeed Networks



ORDINANCES & RESOLUTIONS

**GOLD BEACH CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 9 a.

Council Hearing Date: January 14, 2013

Department: Administration and Council Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Resolution R1213-07 opposing the inclusion of Rogue Reef in TSP

SUMMARY AND BACKGROUND:

At the December meeting, the council directed me to prepare a letter and resolution in opposition to the proposed Rogue Reef Energy Generation site in the Territorial Sea Plan. I prepared the draft resolution and letter and sent it to the Department of Land Conservation and Development for inclusion in the public comments for the TSP. I emailed a copy to everyone at that time.

FINANCIAL IMPACT:

None at this time

DOCUMENTS ATTACHED:

- Copy of the letter and draft resolution
- Copy of email from Dave Lacey regarding the TSP hearings

REQUESTED MOTION/ACTION:

Adopt the resolution as presented or direct staff to revise/amend it

Suggested Motion:

I move that the Council adopt Resolution R1213-07, a resolution opposing the inclusion of the Rogue Reef Energy Generation Site in the Oregon State Territorial Sea Plan

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council

RESOLUTION R1213-07

**A RESOLUTION OPPOSING THE INCLUSION OF THE ROGUE REEF ENERGY
GENERATION SITE IN THE OREGON STATE
TERRITORIAL SEA PLAN**

WHEREAS, Governor Kulongoski's Executive Order 08-07 directed Department of Land Development and Conservation to lead a state process in coordination with the Ocean Policy Advisory Council (OPAC) to create a Territorial Sea Plan (TSP) with the citizens of Oregon that indicates areas appropriate and inappropriate for renewable energy siting; and;

WHEREAS, as residents and stewards of Oregon's portfolio of natural resources, we support the creation, funding, and enforcement of a Territorial Sea Plan that protects existing uses like fishing, tourism, and recreation – consistent with Statewide Planning Goal 19; and

WHEREAS, the City of Gold Beach values the use of our ocean waters for the wild harvest of seafood which contributes to our local economy and overall quality of life; and

WHEREAS, the economy of Gold Beach and Curry County is dependent on tourism and recreation, and the natural beauty of our coastal beaches and waterways; and

WHEREAS, Statewide Planning Goal 1 supports comment from the public on the development and final recommendations of natural resource policy in Oregon; and

WHEREAS, the Rogue Reef site was not put forth by local citizens and its inclusion in the draft Territorial Sea Plan as a possible energy generation site was not presented or vetted locally.

NOW, THEREFORE, BE IT resolved the City Council of the City of Gold Beach formally opposes any proposed renewable energy generation site at the mouth of the Rogue River, including but not limited to the "Gold Beach" and "Gold Beach Revised Sites" as identified in the draft TSP and maps.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, and EFFECTIVE THIS 14th DAY OF JANUARY 2013.

APPROVED BY:

Karl Popoff, Mayor

ATTEST:

Candy Cronberger, City Recorder



City of Gold Beach

29592 Ellensburg Avenue • Gold Beach, OR 97444

www.goldbeachoregon.gov

Administration: 541-247-7029 • Police: 541-247-6671

Visitor Center 541-247-7526 • www.goldbeach.org

Friday, December 28, 2012

Paul Klarin
DLCD-Ocean & Coastal Services Division
635 Capitol Street NE, Suite 150
Salem, OR 97301

RE: Inclusion of Rogue Reef as possible TSP Energy Site

Dear Paul:

I am writing on behalf of the Mayor and City Council of the City of Gold Beach. At our December 10th meeting the council directed me to prepare a resolution in opposition of inclusion of the Rogue Reef site as a possible Territorial Sea Plan energy generation site in the TSP update. I have attached the resolution which will be adopted at our January 14, 2013 meeting.

While the City is supportive of updating the TSP, we are *not* supportive of the Rogue Reef site. We were shocked and dismayed that we were not contacted at all before it was included as a possible site. The November 23rd OCZMA Director's Report stated the following: "*Fishermen who know the area suggested this site*" and that the site had "*...low fishing conflict.*" That is simply not true. No local fishermen were contacted—or anyone else in Gold Beach for that matter. This area is heavily fished by both locals and tourists. It should be noted that the wave dynamics and bar conditions of the Rogue River would make installation and maintenance of any infrastructure difficult at best.

The only contact the City has had regarding the TSP was for aesthetic view shed remarks. Based on the Visual Resource Inventory Assessment information provided by DLCD to the City it appeared the assessments were for overlay data to be included in the TSP. The information provided to us seemed logical. No mention was made of a proposed energy generation site off the Rogue River mouth at that time—November 2, 2012.

We have been told that the site was suggested in late November by someone from the Coos Bay area—we find it incredulous that an individual not from our area could put forth a location without even consulting the locals. The fact that the committee added the site without local input is unacceptable. This site, and its possible negative impacts, has not been discussed with anyone in the Gold Beach area. Were it not for Dave Lacey, a local that has been attending the

The City of Gold Beach is dedicated to enhancing quality of life, while promoting the health, safety, and welfare of our citizens, businesses, and visitors in the most fiscally responsible manner. In doing this, the City will respect the past, respond to current concerns, and plan for the future, while maintaining environmental sensitivity in our beach oriented community.

meetings on behalf of Our Ocean Coalition, we would still not be aware of the site inclusion. How is that even possible?

Tourism is Gold Beach's main industry. People come to Gold Beach for our unspoiled natural environment. We have no more logging. We have no more commercial fishing—only recreational fishing. The proposed energy site is right where our recreational fishermen fish for rock fish off our coast. Siting an energy facility at this location would be disastrous for our local tourism economy. Never mind that this spot is essential habitat for birds and sea lions. While we applaud the state for update the TSP, we are vehemently opposed to the Rogue Reef site inclusion and respectfully ask that it be removed from consideration due to the potential adverse impacts it presents, and the complete lack of local consultation and input.

Please enter this letter and our resolution into the public comment record. If you have any questions please contact me.

Sincerely,



Jodi Fritts
City Administrator
jfritts@goldbeachoregon.gov

Jodi Fritts

From: davejlacey2010@gmail.com on behalf of Dave Lacey <davejlacey@yahoo.com>
Sent: Tuesday, January 08, 2013 10:04 AM
To: Dave Lacey
Subject: OPAC weighs in on the Territorial Sea Plan revisions
Attachments: Screen Shot 2013-01-07 at 6.38.04 PM.png

Hello folks, I want to give you all an update on how the Ocean Policy Advisory Council (OPAC) proceeded at the end of last week.

On Friday OPAC weighed in on the TSPAC (Territorial Sea Plan Advisory Committee) recommendation and filled in some gaps that TSPAC was not able to address. OPAC approved the periodic review piece to the TSP plan. The plan will be reviewed when 1% of the territorial sea has been permitted for development or after 7 years whichever happens first.

The threshold for "special areas" designation in the visual resources inventory was approved at 24. This will give added protections to more scenic viewsheds on our coast. OPAC voted 9-2 recommending a cap of 2% of the territorial sea for MRE (marine renewable energy) project build out and 2-9 **not** recommending a 3% cap on build out.

OPAC also approved the TSPAC recommendation of a 1/3 build out cap for each deep water port in Oregon. Oregon's deep water ports are Coos Bay, Newport and Astoria so according to the OPAC recommendation each port could only have about .67% of the sea within 60 miles as MRE build out.

OPAC voted 10-1 to recommend these sites as Renewable Energy Feasibility Study Areas (REFSA): Lakeside revised, Camp Rilea revised by OPAC and Nearshore Reedsport revised by OPAC. Another piece to that 10-1 vote OPAC recommended to remove from consideration these sites: Netarts, Pacific City and Langlois. The remaining sites at Gold Beach Rogue Reef, OPT Reedsport, North Newport, the previous Nearshore Reedsport and the original Camp Rilea has associated votes that will be forwarded to LCDC (Land Conservation and Development Commission).

I'll share more information when it becomes available. The Land Conservation and Development Commission meets on **January 24th** in Salem. If you feel inclined to give verbal comments I will be carpooling. Let me know if you want a ride. I do not think this is a good time to sit back on our rears and hope the commission doesn't choose a site at the Rogue Reef or somewhere else you care about. The intention of revising the TSP plan is more than protecting ecological resources, fishing, viewsheds and recreation. It is also about finding suitable places for the ocean renewable energy industry to test and develop their products. The Rogue Reef site is **definitely not** a practical place to do that.

The LCDC will look at recommendations from TSPAC, OPAC and the staff at the Department of Lands Conservation and Development and make it's own final decision on 1-24-2012.

Thanks to all of you that have made comments so far. If you have not please consider sending in comments asap to: TSP.Comments@state.or.us The commission is also getting all of the comments previously sent and new ones up to the 1-24 meeting.

I attached a OPAC voting table if your curious about how the votes played out for each site. I feel like the TSP revisions are heading in a good direction and will benefit Oregonians for the long haul. It is a sensible plan and

I think it is an amazing effort put forth by many varied ocean stewards.

Cheers,

Dave Lacey
Our Ocean South Coast

	Yes	No
Lakeside Revised	11	0
Camp Rilea alt.	9	1
Reedsport alt.	8	0
Gold Beach (4 mi)	6	6
OPT Reedsport build out	5	6
Camp Rilea original	3	3
North Newport	3	5
Nearshore Reedsport	3	3
Pacific City / Nestucca	1	10
Langlois	1	9
Netarts	0	11

**GOLD BEACH CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 9 b.

Council Hearing Date: January 14, 2013

Department: Administration and Council Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Ordinance 645 amending Ordinance 637 Urban Renewal Membership

SUMMARY AND BACKGROUND:

At the December meeting the Council directed me to prepare an amendment to the Urban Renewal Ordinance (637) to change the membership of the agency. The direction was the council was to become the agency and a four person citizen advisory committee would also be formed.

FINANCIAL IMPACT:

None at this time

DOCUMENTS ATTACHED:

- Copy of Ordinance 637

REQUESTED MOTION/ACTION:

If the council is satisfied with the proposed amendment then the ordinance will require two readings to enact.

Two Meeting Adoption Suggested Motion:

I move that the Council adopt Ordinance No. 645, amending Ordinance No. 637, and approve the first reading of the ordinance by title only.

If the motion is approved, the City Administrator will read the ordinance title into the record. The process is repeated at the next council meeting and the ordinance is enacted and becomes effective on the 30th day after enactment.

One Meeting Adoption Suggested Motion:

I move that the Council enact Ordinance No. 645, amending Ordinance 637, immediately and approve the first reading of the ordinance by reading it fully into the record, and approve the second reading of the ordinance by title only.

If the motion is approved unanimously, the City Administrator will read the ordinance fully into the record for the first reading, and then read the ordinance by title only for the second reading. The ordinance becomes effective on the 30th day after enactment.

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council

ORDINANCE NO. 645

**AN ORDINANCE AMENDING ORDINANCE 637
WHICH CREATED THE GOLD BEACH URBAN RENEWAL AGENCY**

WHEREAS, in 2010 the City Council recognized the need for the formation of an urban renewal agency; and

WHEREAS, the City Council, by Ordinance 637 created the Gold Beach Urban Renewal Agency; and

WHEREAS, after the completion and review of an Urban Renewal Feasibility Study, the City Council voted to proceed with the development of an Urban Renewal Plan; and

WHEREAS, Ordinance 637, Section 4, detailed the membership of the Urban Renewal Agency; and

WHEREAS, the City Council determined the membership of the Gold Beach Urban Renewal Agency should be modified.

NOW, THEREFORE, the City of Gold Beach Ordains as follows:

Section 4: Membership of Ordinance 637 shall be repealed and replaced with the following:

Section 4: Membership:

- (1) City Council: The Gold Beach Urban Renewal Agency shall be comprised of the five (5) standing members of the City Council. The term of office for each Urban Renewal Agency member shall be concurrent with that member's term of office as a city councilor.
- (2) Citizens: A four (4) person Citizen Advisory Committee shall be appointed to serve with the Agency in an advisory capacity. Three (3) members shall be residents of the City of Gold Beach. One member may live outside the city limits but within the Gold Beach Urban Growth Boundary.
- (3) Term of Office: The Citizen Advisory Committee members shall be appointed by the Mayor with majority approval of the City Council. The term of office of each citizen member shall be for a period of four (4) years. Notwithstanding any other provision of this ordinance, two (2) citizen members appointed in 2013 shall serve a term of two (2) years, and two citizen members appointed in 2013 shall serve a term of four (4) years.
- (4) Removal: A Citizen Advisory Committee member who engages in misconduct may be removed by the Mayor and Council after a hearing. The hearing shall be

conducted by the Mayor at a special City Council meeting called for that purpose and the decision of the Mayor and Council shall be final. Thereafter, the Mayor shall appoint, with majority approval of the Council, a replacement member to fill that position.

PASSED and ADOPTED by the City Council of the City of Gold Beach, State of Oregon, on this 14th day of January 2013.

Karl Popoff, Mayor
ATTEST:

Jodi Fritts, City Administrator

First Reading: January 14, 2013

Aye _____ Nay _____

Second Reading: _____

Aye _____ Nay _____

Candy Cronberger, City Recorder

GOLD BEACH CITY COUNCIL AGENDA REPORT



Agenda Item No. 6 a. and 9 c.

Council Hearing Date: January 14, 2013

Department: Administration and Council Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Ordinance 646 Franchise agreement with LS Networks

SUMMARY AND BACKGROUND:

LS Networks seeks a franchise agreement with the City of Gold Beach to utilize city rights-of-way for utility service—internet. A representative from LSN will be present at the meeting to give background about their company and discuss the proposed franchise agreement. Our legal counsel has been working with LSN for a few months to draft a mutually beneficial franchise ordinance. The LSN representative has requested that this agenda item be moved to the beginning of the meeting because she plans to attend the Brookings City Council meeting tonight as well.

The ordinance is too long for a single meeting adoption so it will require two meetings to adopt it if the council is satisfied with the agreement.

FINANCIAL IMPACT:

LSN is proposing a 5% of gross revenue franchise payment. Additionally they will provide free internet to city hall.

DOCUMENTS ATTACHED:

- Copy of powerpoint to be presented by LSN
- Copy of Ordinance 646

REQUESTED MOTION/ACTION:

If the council is satisfied with the proposal then the ordinance will require two readings to enact.

Suggested Motion:

I move that the Council adopt Ordinance No. 646, establishing a non-exclusive franchise for LS Networks, and approve the first reading of the ordinance by title only.

If the motion is approved, the City Administrator will read the ordinance title into the record. The process is repeated at the next council meeting and the ordinance is enacted and becomes effective on the 30th day after enactment.

ORDINANCE NO. 646

AN ORDINANCE ESTABLISHING A NON-EXCLUSIVE FRANCHISE FOR LIGHTSPEED NETWORKS INC. DBA AS LS NETWORKS

WHEREAS, LightSpeed Networks, Inc., doing business as LS Networks (“Grantee”), is an Oregon Corporation that provides or intends to provide communication services in the City of Gold Beach (the “City”) and other surrounding areas; and

WHEREAS, providing communication services requires the installation, operation and maintenance of wires, cables, conduits, poles, equipment, appliances, and associated structures to be located within the Rights-of-Way of City; and

WHEREAS, the City of Gold Beach is authorized by state statutes and its own Charter to grant non-exclusive franchises to persons desiring to occupy the Rights-of-Way within the City; and

WHEREAS, City desires to set forth the terms and conditions by which LS Networks shall use the Rights-of-Way of City,

NOW, THEREFORE, the City of Gold Beach ordains as follows:

SECTION 1. Definitions

1.1 Communication Services:

Telecommunications: the transmission between and among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Network: infrastructure owned by Franchisee utilizing one or more facilities located within the City’s Rights-of-Way, including, but not limited to, lines, poles, anchors, wires, cables, conduit, laterals, and other appurtenances, necessary and convenient to the provision of access to the Internet and Telecommunications service.

Telecommunications Service: the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities’ uses.

1.2 Gross Revenues: means any and all compensation in whatever form (grant, subsidy,

exchange, or otherwise) received directly or indirectly by Grantee for any Communications Services (as defined in this Section) provided within the franchise area or in any way connected with the operation of Grantee's Facilities, including but not limited to: revenues from customers; any fees related to Grantee's Communications Services; use, access, or attachment charges paid to the Grantee by other communications services or carriers; and revenue from the sale or lease of any Grantee Facilities, including wire, cable, facility, pole, duct, conduit or similar transmission equipment. All such revenues remain subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law. Gross Revenues does not include any taxes on services furnished by Grantee imposed directly on subscribers by any city, state, or other governmental unit and collected by Grantee for such governmental unit. Gross Revenues shall also not include uncollectible accounts or any taxes, fees, or assessments imposed or assessed by any governmental authority.

- 1.3 Facilities or Facility: Any tangible component of Grantee's Communication Services operation.

SECTION 2: Grant of Franchise and General Utility Easement

City hereby grants to LS Networks, hereinafter referred to as Grantee, the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, and relocate its wires, cables, conduits, poles, equipment, appliances, and associated structures (collectively referred to herein as "Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Rights-of-Way") within the City, for the purpose of:

- 2.1 The provision of Communication Services as defined in this agreement.
- 2.2 This Franchise does not authorize Grantee to install or use its Facilities in the Rights-of-Way for anything other than the provision of such Communication Services.

SECTION 3: Term

The term of this Franchise Agreement is for ten (10) years, commencing after the effective date of this ordinance, unless terminated sooner as provided within this agreement.

SECTION 4: Renewal

At least one hundred-twenty (120) days prior to the expiration of this Franchise, Grantee and City shall either agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. This Franchise may not be renewed until any and all duly noticed violations or defaults in the Grantee's performance of the Franchise have been cured, or a plan detailing the corrected action to be taken by Grantee has been approved by City.

SECTION 5: Acceptance by LS Networks

Within sixty (60) days after the passage of this ordinance by City, Grantee shall file an unqualified written acceptance thereof with the City Administrator which shall be the effective date of the ordinance. Otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 6: Non-Exclusive, Limited Franchise

The rights, privileges and franchise herein granted shall not be deemed exclusive and the right is hereby reserved to the City to grant any other persons, companies, corporations or associates similar rights. This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide the Grantee with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in this Franchise. This Franchise is subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Rights-of- Way. Nothing in this Franchise shall be deemed to grant, convey, create, or vest in Grantee a real property interest in land, including fee, leasehold interests, or easements.

SECTION 7: City Regulatory Authority

In addition to the provision herein contained, City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances. Specifically, the City reserves the right to:

- 7.1 Construct, install, maintain, remove, relocate, replace, and operate any City Facility, Rights-of-Way, or public place.
- 7.2 Do any work that City may find desirable on, over, or under any Rights-of- Way or public place in accordance with all applicable federal, state or local regulations.
- 7.3 Exercise any power that the City currently holds, or may hereafter be authorized or granted by the laws of the state of Oregon or the City Charter or ordinances.
- 7.4 Vacate, alter, or close any Rights-of-Way or public place. Whenever the City shall vacate any Rights-of-way or public place for the convenience or benefit of any person or governmental agency or instrumentality, the City shall provide Grantee with the standard notice provided for vacations. If any Rights-of-Way or portion thereof used by Grantee is vacated by the City during the term of this Franchise, unless the City Council specifically reserves to Grantee the right to continue its installation in the vacated Rights-of-Way or Grantee secures such right from an appropriate third party who will have title to the area,

Grantee shall at its own expense relocate that portion of its Facilities and restore, repair, or reconstruct the Rights-of-Way where such relocation has occurred to the same or better condition as before the relocation, unless otherwise instructed by the City. In the event of failure, neglect, or refusal of Grantee, after fourteen (30) days written notice from the City, to relocate the portions of its Facilities or to restore, repair, or reconstruct the Rights-of-Way, the City may do such work or cause it to be done at Grantee's sole cost and expense. Upon receipt of a demand for payment from the City, Grantee shall promptly reimburse the City for the costs the City incurred. The City shall make reasonable efforts to assist Grantee in identifying potential available alternative locations with the Rights-of-Way.

7.5 Abate any nuisance or dangerous condition.

7.6 In addition to the reservations contained in this Franchise and existing applicable ordinances, adopt such additional generally applicable regulations for the construction, maintenance, and operation of Grantee's Facilities as the City finds necessary in the exercise of its police powers or for the orderly development of the City (including but not limited to: zoning, land use, historic preservation ordinances, standard specifications, design standards and drawings, other safety or construction standards, and other applicable requirements), or for the protection of City Facilities.

SECTION 8: Indemnification

8.1 Grantee shall indemnify, defend, and hold City, its elected and appointed officials, officers, agents, and employees, harmless from any and all claims, damage, loss, liability, cost, or expense, including court costs and attorney fees or expenses, of any kind or character growing out of or arising from any of Grantee's negligent acts or willful misconduct done under this Franchise, or from the installation, maintenance, or operation of the Grantee's Facilities, except when directly resulting from the negligence or willful misconduct of the City's officers, employees, or agents.

8.2 Grantee also hereby agrees to indemnify and hold City harmless from any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities within a six (6) month period following written notice from the City to relocate, unless Grantee's failure arises directly from the negligence or willful misconduct of the City's officers, employees, or agents or from causes beyond Grantee's reasonable control.

8.3 In any situation in which the City is found legally liable to Grantee for damage to Grantee's facilities, City's liability shall be limited to the cost of repair or replacement of the damaged facilities, whichever is less. City shall not be liable to Grantee for lost revenue, lost profits, incidental or consequential damages or claims of third parties arising from damage to Grantee's facilities. Grantee covenants that it will not assert any claim against the City for any liability, loss, or damage excluded under this Section 8.

SECTION 9: Annexation

9.1 Extension of City Limits. Upon annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Facilities owned, maintained, or operated by Grantee located within any Rights-of-Way of the annexed territory shall thereafter be subject to all of the terms hereof.

SECTION 10: Planning, Design, Construction and Installation of Facilities

10.1 Grantee or its agent may make all necessary excavations in the City's Rights-of-Way for the purpose of constructing, servicing, or maintaining its Facilities. Provided, however, that Grantee's use of the Rights-of-Way shall be subject to the City's authority to prescribe which Rights-of-Way will be used and the location within the Rights-of-Way, and shall be subject to all City-established requirements concerning permitting, insurance, bonding, work scheduling, and payment of administrative fees for permits, which authority is hereby expressly reserved to the City. Grantee shall install and maintain all Facilities in a manner that does not injure or interfere with the Rights-of-Way, the City's property, or any property belonging to another person within the City limits. Grantee shall, at its own expense, repair, renew, remove, relocate, change, or improve the Facilities from time-to-time as may be necessary to accomplish this purpose.

10.2 Grantee's use of the Rights-of-Way and all construction or relocation by Grantee shall be subject to and shall comply with all standard specifications and any special provisions of the City, the Charter and ordinances of the City, and all other applicable federal, state, and local laws and regulations. No work affecting the Rights-of-Way shall be done by the Grantee without first obtaining the permits required by the City, which may include plan submittal, approval and the payment of fees before work begins.

10.3 Where Grantee installs its Facilities under or adjacent to any existing paved Rights-of-Way, the Rights-of-Way shall be overlaid with a new asphalt surface after construction. Where Grantee installs its Facilities along the route of a planned bicycle path or pedestrian trail, City may require Grantee replace an existing bicycle path as a condition of plan approval. All such path and trail repair and construction shall be at Grantee's expense.

10.4 Upon completion of construction of any new Facilities, Grantee shall promptly furnish City with two (2) sets of "as built" plans showing the exact location and construction details of all of Grantee's Facilities. New plans will be furnished promptly for any additions or modifications.

10.5 Nothing in this ordinance shall be construed in any way to prevent the City from constructing and maintaining any public improvement in any Rights-of-Way. In its construction and maintenance of public improvements, the City shall endeavor not to obstruct or prevent the free use by Grantee of its Facilities.

10.6 Grantee shall at all times maintain all of its Facilities in a good state of repair. Motorized vehicles shall not be allowed on any public bicycle paths, pedestrian trails and

landscaped areas, except when necessary to install, remove, or repair Grantee's Facilities. Except in an emergency, permission shall be obtained from the City before using motorized vehicles on any public bicycle paths, pedestrian trails and landscaped areas. Any damage to any Rights-of-Way caused by Grantee shall be repaired by Grantee at no cost to the City. Grantee shall have a representative available by phone at established times through the City to locate Grantee's Facilities for persons who need to excavate in the public way.

10.7 All structures, lines, and equipment erected by Grantee within the City shall be located so as to cause minimum interference with the proper use of streets and public places, and so as to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets or public places.

10.8 Except in the case of emergency repairs, no newly overlaid street or newly constructed street shall be excavated by Grantee for a period of five (5) years from the time of completion of the street overlay or the street construction, unless specifically authorized in writing by City. Such authorization shall not be unreasonably withheld. This paragraph shall not prohibit boring under a street, so long as the road surface and base are undisturbed. When any excavation is made by Grantee, Grantee shall, within seven (7) calendar days, restore the affected portion of the street, private property or public place to the same condition, as far as practicable, as it was prior to the excavation. Restoration activity by the Grantee shall be done in compliance with all applicable local and state specifications, requirements, and regulations in effect at the time of such restoration, and shall be guaranteed for a period of one (1) year following inspection and acceptance of the restoration by the property owner. If Grantee fails to restore, within seven (7) calendar days, the affected portion of the street, private property, or public place to as good a condition in which it was prior to the excavation, City may make the restoration, and the reasonable costs of making the restoration, including the cost of inspection, supervision, and administration shall be paid by Grantee. City may grant an extension to the seven (7) calendar day requirement of this paragraph, for good cause, if requested by Grantee in writing.

SECTION 11: Relocation of Facilities

11.1 City shall have the right to require Grantee to change the location of any Facility within the public Rights-of-Way when the public convenience requires such change; and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such Facility by the date established by City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If City requires Grantee to relocate its Facilities, the City will make a reasonable effort to provide Grantee with assistance in finding an alternate location. City shall give Grantee written notice to relocate its facilities at least six months prior to the date established by the City as the deadline for relocation.

11.2 Should it ever become necessary to temporarily rearrange or temporarily remove Grantee's Facilities at the request of a private person or business, Grantee shall perform such rearrangement or removal as expeditiously as possible upon receipt of reasonable written

notice from the business or person desiring the temporary change of the Facilities. The notice shall:

- (a) be approved by the City;
- (b) detail the route of movement,
- (c) provide that the costs incurred by Grantee in making the temporary change be borne by the person or business giving said notice.
- (d) provide that the person or business giving the notice shall indemnify and hold harmless the Grantee of and from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary change of the Grantee's Facilities, and
- (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of the Grantee's estimated costs as estimated by Grantee.

11.3 If at any time, in case of fire or other disaster in the Franchise territory, it shall become necessary in the reasonable judgment of City to cut or move any Facilities, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by Grantee, at its sole expense. City shall indemnify, protect and hold Grantee, its officers, employees and agents harmless against and from all damages, claims, loss, liability, cost or expense resulting from damage to property or injury or death to any third person caused by Grantor's cutting or moving any of the wires, equipment or other Facilities. City shall take reasonable efforts to notify Grantee prior to acting under this subsection.

SECTION 12: Compensation

12.1 In consideration of the rights, privileges and Franchise hereby granted, Grantee shall pay to City from and after the effective date of the acceptance of this Franchise, annually, five percent (5%) of its Gross Revenues, as defined in Section 1 of this agreement. Notwithstanding any provision to the contrary, at any time during the time of this Franchise, City may elect to increase the Franchise fee amount as may then be allowed by State law. City shall provide Grantee written notice of such increase following the adoption of the change in percentage by City. The increase shall be effective sixty (60) days after City has provided Grantee with such notice.

12.2 Grantee shall pay all generally-applicable permit or licensing fees for the construction, maintenance, or inspection of street openings or any other Grantee work on its Facilities. Grantee shall not deduct charges and penalties imposed by the City for noncompliance with charter provisions, ordinances, resolutions or permit conditions from the Franchise fee payments required by this section.

12.3 The payment of the Franchise fee shall be in addition to, not in lieu of, any local

business license tax, or other taxes and permit fees not within the scope of this Franchise agreement.

12.4 If Grantee's route permits Grantee will install at no charge one city location.

12.5 In the event that Grantee wishes to add Cable services or any other services not listed in this agreement to its list of services, Grantee agrees that it must negotiate an additional agreement with City, setting forth the terms and conditions governing such services.

12.6 Other than any fees payable due to additional services offered or provided by Grantee such as those mentioned in section 12.5 or the generally-applicable permit and licensing fees provided in section 12.2, Grantee shall not be required to pay any additional fee, compensation or consideration to the City for its use of the Rights-of- Way. However, Grantee shall pay any ad valorem property taxes now or hereafter levied against real or personal property within the City.

12.7 Payment of Franchise Fees. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee, identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in, or to levy upon the property of Franchisee.

12.8 With each Franchise fee payment, Grantee shall furnish a sworn statement setting forth the amount and calculation of the payment. The statement shall detail the revenues received by Grantee from its operations within the City, and shall specify the nature and amount of all exclusions and deductions from such revenues claimed by the Grantee in calculating the Franchise fee.

12.9 Acceptance by City of any payment due under this section shall not be deemed as an accord that the amount paid is the correct amount, nor shall acceptance of payment be construed as a release of any claim. City shall have the right to annually audit the books and records of Grantee to verify compliance with the terms and conditions of this Franchise. At City's request, Grantee shall provide the City's agents access to the Grantee's books and records, as necessary, to conduct a thorough audit.

SECTION 13: No Waiver

Neither City nor Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or

agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14: Transfer

14.1 This Franchise shall not be sold, leased, mortgaged, assigned or otherwise transferred without the prior consent of City as expressed by ordinance, except to entities that control, are controlled by, or are under common control with the Grantee. Grantee shall notify the City of any transfers to such entities ten (10) days prior to such transfers. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. If the City consents to an assignment or transfer, the transfer assignment shall not be effective until the assignee or transferee has complied with any insurance requirements in this Franchise and signed an acceptance of all terms of this Franchise. Consent shall not be unreasonably withheld.

14.2 Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of fiber optic cable system tangible assets for the purpose of financing the acquisition of equipment for or the construction and operation of the system without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights contained in this Franchise.

14.3 Grantee shall provide a yearly report disclosing the Grantee's Lesseesto be held confidentially by the City. However, Grantee may dedicate its fiber optic cable system or any portion thereof, or otherwise make its fiber optic cable system available in the ordinary conduct of its business as a telecommunications company, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its fiber optic cable system. In such instances, Grantee shall notify City in writing any time it dedicates its fiber optic cable system or any portion thereof to another entity. Such notice shall provide the City with the entity's name and contact information.

SECTION 15: Discontinuance; Revocation and Termination

15.1 Discontinuance. Whenever Grantee intends to discontinue using any Facilities, Grantee shall submit for City's approval a complete description of the Facility and the date on which the Grantee intends to discontinue using the Facility. Grantee may remove the Facility or request that City permit it to remain in place. City may require the Grantee to remove the Facility or modify the Facility to protect the public health and safety or otherwise serve the public interest. City may require the Grantee to perform a combination of modification and removal of the Facility. Grantee shall complete such removal or modification in accordance with a schedule set by City. Until such time as Grantee removes or modifies the Facility as directed by City, or until the rights to and responsibility for the Facility are accepted by another person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance of the Street, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

15.2 Revocation and Termination. In addition to all other rights which City has pursuant to law or in equity, City reserves the right to revoke, terminate, or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that Grantee repeatedly violates any material provision of this Franchise. The provisions pertaining to excavation and restoration; provision of City internet services, relocation, compensation, damages, insurance and transfer are hereby deemed to be material to the performance of this Franchise. Further, revocation may occur upon the following:

- (a) Grantee practicing any fraud upon Grantor or any Subscriber.
- (b) Grantee becoming insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.
- (c) Grantee misrepresenting a material fact in the application for or negotiation of, or renegotiation of, or renewal of, this Franchise.

15.3 Revocation Procedures.

- (a) City shall provide Grantee with a written notice stating the cause of the revocation or termination and its intent to terminate or revoke the Franchise. City shall allow Grantee a minimum of thirty (30) days after service of the notice in which to correct or begin substantial correction of the violation. If, at the end of the thirty (30) day period, Grantee has not corrected or made substantial progress towards correction of the matter, the Franchise shall, at the option of City, become null and void and Grantee shall thereafter be entitled to none of the privileges or rights herein extended to it under this Franchise. City may at its option, pursue any other and different or additional remedy provided to it by law or in equity.
- (b) Grantee shall be afforded due process and provided with an opportunity to be heard at a public hearing before the City Council prior to the termination or revocation of the Franchise. The City Council shall hear any persons interested therein, and shall determine, in its sole discretion, whether or not any failure, refusal, or neglect by Grantee has occurred.
- (c) Any revocation of this Franchise shall be by formal action of the City Council by ordinance.

15.4 For repeated violations of this Franchise occurring without good cause, City may, at its discretion, and in addition to any other remedies provided herein, assess damages against Grantee for failure to adhere to material provisions of this Franchise. In lieu of revocation as described above, damages of One Hundred Dollars (\$100.00) per day for each material violation may be assessed. The imposition of liquidated damages is subject to the notice, hearing, and timeline requirements as provided in this subsection 15. Grantee shall be liable for full payment of all liquidated damages imposed under this Section.

SECTION 16: Amendment

At any time during the term of this Franchise, the City or Grantee may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by City and Grantee and formally adopted as an ordinance amendment, which is accepted in writing by Grantee.

SECTION 17: Non-Contestability--Breach of Contract

17.1 Neither the City nor Grantee will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve differences in interpretation of the Franchise, nor shall Grantee be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event Grantee or the City fails to fulfill any of their respective obligations under this Franchise, City, or Grantee, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

SECTION 18: Notices

18.1 The City Administrator or another designee named by City is authorized to act for the City in all matters pertaining to this franchise. Grantee may appeal any action of the City Administrator to the City Council by giving written notice thereof within twenty-one (21) days after Grantee was notified of such action. The City Council will hear the appeal and render a final decision within thirty (30) days after the notice of appeal is given.

18.2 Whenever any notice is given pursuant to this ordinance, it shall be effective on the date it is sent in writing by registered or certified mail, addressed as follows:

To the City:
Jodi Fritts, City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, OR 97444

To Grantee:
LS Networks
Contracts Administration
921 SW Washington Street, Suite 370
Portland, Oregon 97205

Notice of change of address may be given in the same manner as any other notice.

SECTION 19: Miscellaneous Provisions

19.1 Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

19.2 Governing Law and Choice of Forum. This Franchise shall be governed and construed by and in accordance with the laws of the State of Oregon without reference to its conflicts of law principles. If suit is brought by a party to this Franchise, the parties agree that trial of such action shall be vested exclusively in the State courts of Oregon, County of Lane, or in the United States District Court for the District of Oregon.

19.3 Representations and Warranties. Each of the parties to this Franchise represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other Person or entity in connection herewith.

19.4 No Third Party Beneficiaries. Nothing in this Franchise shall be construed or applied to create rights in or grant remedies to any third party as a beneficiary of this Franchise or any duty or obligation established in this Franchise.

19.5 Independent Contractor Status. When performing under this Franchise, Grantee shall be an independent contractor and not an agent, employee, or representative of the City in the performance of work pursuant to this Franchise. No term or provision of this Franchise, or act of the Grantee or its agents, shall be construed as changing that status.

19.6 Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Franchise that are not fully expressed herein.

PASSED and ADOPTED by the City Council of the City of Gold Beach, State of Oregon, on the day of _____, January, 2013.

Karl Popoff, Mayor

ATTEST:

Jodi Fritts, City Administrator

First Reading: January 14, 2013

Aye _____ Nay _____

Second Reading: _____

Aye _____ Nay _____

Candy Cronberger, City Recorder



MISC ITEMS

INCLUDING POLICY DISCUSSIONS AND
DETERMINATIONS

**GOLD BEACH CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 10 a.

Council Hearing Date: January 14, 2013

Department: Fire

Contact/Title: Jodi Fritts, CA

Email: jfritts@goldbeachoregon.gov

TITLE: Proposed plans for fire department equipment and facilities

SUMMARY AND BACKGROUND:

Attached is a report from Fire Chief, Bruce Floyd, regarding proposed fire equipment and facilities. I am in favor of his proposal as it provides, in my opinion, greater safety to our citizens and the districts we serve and assist.

FINANCIAL IMPACT:

Planned expenditure of serial levy funds-approximately \$425K

DOCUMENTS ATTACHED:

- Report from Chief Floyd

REQUESTED MOTION/ACTION:

None at this time. This is a precursor to discussions for the upcoming budget season

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council
Chief Floyd

Proposed plans for fire department equipment and facilities

HISTORY: Approximately 30 years ago the City lacked the ability to purchase necessary fire apparatus on a programmed basis. At that time the City went to the voters to support this effort through a seven year serial levy. Since that time the levy has been consistently renewed until the most recent levy sundowned in November of 2011. The Gold Beach/Wedderburn Rural Fire Protection District (which we cover) also contributes annually to the apparatus fund.

As a planning tool, we originally looked at the national average life span of a fire engine—approximately 15 years; and then made adjustments for what we could realistically expect for our level of usage. At that time, based on local experience and the experiences of other small town fire departments, we determined that a 25-30 year life span was realistic for replacement planning purposes.

The Insurance Services Office (ISO) collects and evaluates information from communities on their structural fire suppression capabilities. The data is analyzed using their Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC) number is assigned to the community. This PPC number is utilized by insurance providers when insuring structures within that community. The ISO indicates that we need to have three (3) frontline fire engines and one (1) reserve (semi-retired) at any one time to maintain our current rating of PCC Residential 5.

The rotation plan for replacement of front line equipment was to purchase a new engine approximately every seven years, with the newest replacing the oldest. Due to the age and space constraints of our current fire station we have historically housed the reserve engine with a neighboring fire district—allowing for their use of the equipment, while retaining the ownership for our rating needs. The “on loan” engines are the oldest of our engines and due to the construction methods of the day, as well as the dated safety features, their serviceability is questionable by today’s standards.

PRESENT DAY: Once the funding mechanism was in place (serial levy) we were able to purchase fire apparatus that has been a higher quality and longer lived equipment than we have purchased in the past. Where our '46, '56, '65, and '74 engines were more than ready for replacement by the end of the expected life span we have found that our current fleet of '87, '96, and '06 engines are living longer. The '74 is our “on loan” reserve. The '87 is due to be rotated into reserve status according to our normal timeline. However, we feel it is still serving us well, and with normal maintenance and repairs, it will serve us through another seven year rotation. In a nut shell, we find ourselves ahead of the curve after almost 30 years of pursuing the acquisition of three, quality Class A fire engines.

MOBILE WATER SUPPLY a long standing need: The water distribution system within the City is in excellent condition (and noted by ISO in their recent review) due to the diligent improvements made over the past decades. However, we still have areas where fire hydrants are

not within reach of fringe areas such as Hunter Creek and large portions of the GB/Wedderburn District that we cover. Their district has the greatest amount of structures not adequately covered by fire hydrants. In areas with sufficient hydrants, water supply is not an issue. In those areas inadequately covered water supply is a critical issue.

All of our engines carry 750 gallons of water (the '87 carries 1000) which means we can carry 2500 gallons collectively. A two engine response will bring approximately 1500-1750 gallons to a scene. A third engine would bring the maximum capacity. 1500-2500 gallons of water is a marginal amount to extinguish most well involved structure fires. We are not equipped to supply water to fringe areas lacking sufficient hydrants.

PROPOSED SOLUTION: As we find ourselves caught up on the curve of Class A engines, we recommend that we keep the '87 engine in-house and active and purchase a 2000 gallon water tender to add to the fleet. The tender would more than double the amount of water we could deliver in addition to our two engine standard response. This would greatly improve water availability in those areas with marginal hydrant coverage. The in-house retention of the '87 engine gives us even more depth to our response capabilities.

VEHICLE HOUSING: We currently lack the floor space to house five pieces of equipment (the existing fleet plus the tender). We propose to reconfigure the existing fire hall and meeting room to accommodate the additional vehicle. This would involve removing approximately 500 square feet of the existing meeting room space (currently underutilized) and extending the building footprint west and north. This would free up a bay in the main apparatus room to accommodate the water tender.

FUNDING FOR TENDER AND BUILDING: We have spoken with legal counsel and the funds collected from the serial levy can be utilized for the tender purchase and building alterations. We currently have approximately \$425K in savings for these purchases.

THE FUTURE: While we currently find ourselves "ahead of the game" with the acquisition of the tender and taking advantage of the extended longevity of better quality equipment; we still need the support of the communities we serve in passing future serial levies to maintain our fire suppression capabilities on a programmed basis. At some point we will need to retire the '87 engine. In seven years it will be 33 years old. A new engine in 2018 will likely cost \$500K or more. The cost of the annual serial levy is lower than the increased fire insurance costs if our community's ISO rating is lowered. It is critical that we continue our serial levy and begin saving for this future purchase.

GOLD BEACH CITY COUNCIL AGENDA REPORT



Agenda Item No. 10. b.

Council Hearing Date: January 14, 2013

Department: Public Works

Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Revisit FOG enforcement

SUMMARY AND BACKGROUND:

We originally discussed this issue in June:

FROM JUNE REPORT: FOG stands for Fat, Oil and Grease. Commercial and Industrial sewer users are required to have what is referred to as a Grease Trap on their drains in order to prevent FOG from entering the sewer system and causing harm.

The City first study this problem in 2007 and in 2009 discussed with the various restaurants and commercial kitchens in town the need to come into compliance with DEQ requirements for discharge to our wastewater system. The City did not aggressively pursue enforcement due the needed improvements to our wastewater system at that time. However, the new plant will be going online in approximately 12 months and we need to start the process of compliance.

Attached is the Industrial User Report prepared in 2007 by Dyer Partnership. The report briefly explains the issue. There are several issues related to compliance which we should discuss and then plan for compliance.

As we get closer to putting our new WWTP online we need to address this issue. I am attaching some photos of what FOG looks like in the plant. It's pretty nasty stuff and we need to keep it out of the new plant.

I sent the draft ordinance from CIS to the attorney for her review. She crafted a different document that she feels provides better protection and specificity.

FINANCIAL IMPACT:

Depends on how we wish to proceed

DOCUMENTS ATTACHED:

- Attorney prepared draft FOG ordinance
- Industrial User Report
- FOG photos sent separately

REQUESTED MOTION/ACTION:

Decision on how to proceed. We need to adopt a new ordinance. We need to plan for how to implement the ordinance and determine whether we can/will provide assistance to business owners. We need to make some decisions soon since budget season is coming up.

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council

PW Super Will Newdall

AN ORDINANCE AMENDING SECTIONS 3.410, 3.425, 3.445, 3.455, AND 3.460
OF THE GOLD BEACH UTILITY CODE; AND ADOPTING PENALTIES FOR
NON-COMPLIANCE

WHEREAS, the City of Gold Beach wishes to ensure that its public sewer remains in good working condition and complies with applicable requirements of the Oregon Department of Environmental Quality and United States Environmental Protection Agency regarding the regulation of the discharge of fats, oils, greases and other substances into the public sewer;

NOW, THEREFORE; THE CITY OF GOLD BEACH ORDAINS AS FOLLOWS:

Section 1. Section 3.410 of the Gold Beach Utility Code is amended to read as follows:

3.410 Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in this sewer code shall be as follows:

(1) “BOD” (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter.

(2) “Building drain” shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.

(3) “Building sewer” shall mean the extension from the building drain to the public sewer or other place of disposal.

(4) “Combined sewer” shall mean a sewer receiving both surface runoff and sewage.

(5) “Commercial user” shall mean any premises used for commercial or business purposes.

(6) “Domestic waste” shall mean any wastewater emanating from dwellings.

(7) “Equivalent Residential Unit (ERU)” shall mean a volume of wastewater which incurs the same costs for operations and maintenance as the average volume of domestic waste discharged from an average residential dwelling unit in the treatment works service area. For purposes of making this determination the City shall utilize the metered water use records of the City. Where a user believes his wastewater discharge to the treatment works is substantially different than his water consumption, an appropriate adjustment shall be made providing the

user demonstrates to the satisfaction of the City the actual wastewater discharge. The volume attributed to an ERU where the BOD, suspended solids or other characteristic of the wastewater discharged by a user is significantly greater than domestic waste shall be adjusted to account for the difference in the costs of treatment. The superintendent shall file a list of ERU's for each commercial establishment.

(8) "FOG" shall mean a substance or material discharged into the public sewer that has the potential to partially or completely obstruct a building sewer or any sewage works. FOG includes both polar and non-polar FOG.

(9) "FOG Generator" shall mean any commercial user that discharges FOG into the public sewer, including but not limited commercial users that operate food service establishments, commercial laundries, car washes, filling stations, commercial garages, and similar businesses with any type of washing facilities (including pressure washing and steam cleaning).

(10) "Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

(11) "Industrial wastes" shall mean liquid wastes from any nongovernmental user of publicly owned treatment works identified in the standard Industrial Classification Manual, 1972, Office of Management and Budget, under Divisions A,B,D,E and I.

(12) "Natural outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.

(13) "Non-polar FOG" shall mean FOG not of animal or vegetable origin, including but not limited to petroleum oil, grease, grit, sand, and lint.

(14) "Person" shall mean any individual, firm, company, association, society, corporation or group.

(15) "Ph" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

(16) "Polar FOG" shall mean FOG of animal or vegetable origin, including but not limited to fats and oils.

(17) "Properly shredded garbage" shall mean the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch (1.27 centimeters) in any dimension.

(18) "Public sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

- (19) "Residential User" shall mean user of a single family dwelling.
- (20) "Sanitary sewer" shall mean a sewer which carries sewage and to which storm, surface and groundwaters are not intentionally admitted.
- (21) "Service area" shall mean all the area served by the Gold Beach sewage works.
- (22) "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and stormwaters as may be present.
- (23) "Sewage treatment plant" shall mean any arrangement of devices and structures used for treating sewage.
- (24) "Sewage works" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (25) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (26) "Sewer user" shall mean any person specifically requesting sewer service or using city sewers.
- (27) "Shall" is mandatory; "may" is permissive.
- (28) "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average 24-hour concentration or flows during normal operation.
- (29) "Storm drain" (sometimes termed "storm sewer") shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted cooling water.
- (30) "Superintendent" shall mean the superintendent of sewage works and/or of water pollution control of the City of Gold Beach, or his authorized deputy, agent or representative.
- (31) "Suspended solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.
- (32) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- (33) Any words or phrases which are not particularly defined herein shall be construed as defined in the Zoning Code of the City of Gold Beach, and if not defined therein, then as defined by the City of Gold Beach Building Code.

Section 2. Section 3.425 of the Gold Beach Utility Code is amended to read as follows:

3.425 Building Sewers and Connections.

(1) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the superintendent.

(2) There shall be four classes of building sewer permits:

- (a) Residential, which shall include single-family residences, apartments, duplexes and courts.
- (b) Residential/commercial, which shall cover hotels and motels, etc.
- (c) Commercial, which shall cover commercial non-residential uses.
- (d) Industrial, for service to establishments producing industrial waste.

(3) Prior to receiving city sewer service, a person shall make application to the City Administrator for a sewer hookup permit, on a form prescribed by the City. The application shall include consent to allow city inspectors to enter onto the premises during business hours to inspect, observe, measure, sample, and test sewage discharges. The application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the City Administrator or the superintendent. The applicant shall state the use for which sewer service is required.

(4) If the applicant is a FOG generator, in addition to the application materials required by paragraph (3) of this section, the applicant must also submit the following management plan for the City's review and approval, which shall include:

- (a) The name or position of the staff person in charge of compliance with the City's sewer regulations;
- (b) Identification of the sources of FOG discharged by the user;
- (c) An employee training manual with new employee training and continuous education programming regarding discharge of FOG;
- (d) A description of disposal and recycling programs for FOG utilized by the user;
- (e) A list of housekeeping practices related to FOG;

(f) Copies of signs or notices to be posted at drainage stations related to disposal of FOG;

(g) Emergency contact information to enable the City to contact the user on a 24 hour basis; and

(h) A requirement for documentation of actions taken to reduce discharge of FOG, including but not limited to training sign off sheets and maintenance, cleaning, and incident reports.

(5) If the use for which sewer service is required changes so that a different class of building sewer permit would be applicable, the sewer user shall apply for a new permit and pay all charges required for an initial permit.

(6) All costs and expense incident to the installation and connection of the building sewer, and any inceptor or other device required by section 3.445(6) of this code shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(7) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, courtyard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(8) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the superintendent, to meet all requirements of this Code.

(9) The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements, rules and regulations as now composed or in the future amended by the state of Oregon through its authorized and delegated representative in administering a state sewer code. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the A.S.T.M. and W.P.C.F. Manual of Practice No. 9 shall apply.

(10) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged from the building.

(11) No person shall make connection of roof downspouts, exterior foundation drains, area way drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(12) The connection of the building sewer into the public sewer shall conform to the requirements, rules and regulations as now composed or in the future amended by the state of Oregon through its authorized and delegated representative in administering a state sewer code. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the superintendent before installation.

(13) The applicant for the building sewer permit shall notify the superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the superintendent or his representative.

(14) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City. In addition, when any sewer work involves street or alley pavement cuts or tunneling, the work shall be performed in accordance with the provisions of the Gold Beach Local Improvement Code.

Section 3. Section 3.445 of the Gold Beach Utility Code is amended to read as follows:

3.445 Use of the Public Sewers.

(1) No person shall discharge or cause to be discharged any stormwater, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water or unpolluted industrial process water to any sanitary sewer.

(2) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the superintendent. Industrial cooling water or unpolluted process waters may be discharged, or approval of the superintendent, to a storm sewer, combined sewer or natural outlet.

(3) No person shall discharge or cause to be discharged any of the following-described waters or wastes to any public sewers:

(a) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(b) Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant, including but not limited to cyanides in excess of two mg/l as CN in the wastes as discharged to the public sewer.

(c) Any waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails; and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(4) No person shall discharge or cause to be discharged the following-described substances, materials, waters or wastes if it appears likely in the opinion of the superintendent that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the superintendent will give consideration to such factors as to quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:

(a) Any liquid or vapor having a temperature higher than 150°F (65°C).

(b) Any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32° and 150°F (0° and 65°C).

(c) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower (0.76 hp metric) or greater shall be subject to the review and approval of the superintendent.

(d) Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions, whether neutralized or not.

(e) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the superintendent for such materials.

(f) Any waters or wastes containing phenols or other taste- or odor-producing substance in such concentrations exceeding limits which may be established by the superintendent, as necessary, after treatment of the composite

sewage, to meet the requirements of the state, federal or other public agencies of jurisdiction for such discharge to the receiving waters.

(g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the superintendent in compliance with applicable state or federal regulations.

(h) Any waters or wastes having a pH in excess of (9.5).

(i) Materials that exert or cause:

(i) Unusual concentration of inert suspended solids such as, but not limited to, fullers earth, lime slurries, and lime residues; or of dissolved solids such as, but not limited to, sodium chloride and sodium sulfate.

(ii) Excessive discoloration such as, but not limited to, dye wastes and vegetable tanning solutions.

(iii) Unusual BOD, chemical oxygen demand or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

(iv) Unusual volume of flow or concentration of wastes constituting "slugs" as defined herein.

(j) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(k) Effluent containing more than 100 mg/liter of polar FOG

(j) Effluent containing more than 250 mg/liter of non-polar sediments including sand, lint, and grit.

(5) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in section (4) above, and which in the judgment of the superintendent may have a deleterious effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the superintendent may:

(a) Reject the wastes;

(b) Require pretreatment to an acceptable condition for discharge to the public sewers;

- (c) Require control over quantities and rates of discharge; and/or
- (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of section (6)(j) below.

If the superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the superintendent, and subject to the requirements of all applicable codes, ordinances and laws.

(6) FOG generators must install grease interceptors, traps, or biological processes, that comply with standards adopted by the City prior to discharging into the public sewer. The grease inceptor, trap or biological process must be accessible for sampling, cleaning and inspection, must be properly maintained by the FOG generator, and must remain in continuous operation. The FOG generator must also provide a suitable location to allow city staff to sample representative effluent discharged by the FOG generator.

(7) Where preliminary treatment or flow-equalizing facilities are provided for any water or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at the owner's expense.

(8) When required by the superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole, together with such necessary meters and other appurtenances in the building sewer as to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the superintendent. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

(9) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Code shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls, whereas pH's are determined from periodic grab samples.)

(10) No statement contained in this Code shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial

waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor by the industrial concern.

(11) Industrial users shall comply with Section 204 of PL 92-500 and the rules and regulations regarding Industrial Cost Recovery as published in the August 21, 1973, Federal Register, Volume 38, Number 161.

Section 4. Section 3.455 of the Gold Beach Utility Code is amended to read as follows:

3.455 Powers and Authority of Inspectors.

(1) With the consent of the property owner or other person with possession or control of the property, the superintendent and other duly authorized employees of the City bearing proper credentials and identification may enter onto private property for the purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Code. The superintendent or his representatives shall have no authority to inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(2) In the event that the superintendent cannot gain permission to enter onto private property from the property owner or other person with possession or control of the property, the superintendent may seek entry through any legal means including, without limitation, making application to any court of competent jurisdiction for issuance of a warrant. The warrant application will identify the premises upon which entry is sought, and the purpose for which entry is desired.

(3) The superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

Section 5. Section 3.460 of the Gold Beach Utility Code is amended to read as follows:

3.460 Procedure for Disconnection; Appeal Procedure; Penalties.

In every case where a sewer account is not paid by the 25th day of the month after the bill is presented, or where any premises is in violation of this Code, the following steps may be taken:

(1) In the case where the violation is a delinquency in the sewer bill, the Sewer Department shall send written notice to the last known address of the sewer user and to the

premises as reflected by City records, that water service will be disconnected ten (10) days after the date of said notice unless the arrearage is immediately corrected. Said notice shall indicate the amount of all arrearages, including penalty fees and shall indicate that if any person disputes the amount owing, they can appeal to the City Administrator in the manner provided in subsection (3) of this section.

(2) In the case of any other violation, the City Sewer Department shall send written notice to the last known address of the sewer user and to the premises as reflected by the city records that water service will be disconnected twenty (20) days after receipt of said notice, unless the violation is corrected prior to that date. Said notice shall indicate specifically the violation causing the disconnection and shall indicate that if any affected person disputes the violation stated in the notice, they can appeal to the City Administrator and the City Council in the manner provided in subsection (3) of this section. Should the violation not be abated within the said twenty (20) days after receipt of the notice, the superintendent shall be instructed by written order from the City Administrator's office to immediately terminate the water service to the subject property unless an appeal has been filed pursuant to subsection (3) of this section.

(3) A customer, occupant or owner of the premises who questions or disputes the correctness of a notice of intent to disconnect service may file with the City Administrator a request for a hearing within seven (7) days of the date of the notice. If a hearing has been timely requested, the City Administrator shall hold an informal conference to attempt to resolve the matter. In the case of a notice of intent to disconnect service for non-payment, the decision of the City Administrator shall be delivered at the conclusion of the informal conference and shall be final. In other cases, if no informal resolution is achieved, the City Council shall hold a hearing and consider relevant evidence presented by the appellant and the City. The Council shall determine whether the reasons prompting the notice of intent to disconnect are correct. Notice of the decision of the Council shall be mailed by first class mail to the customer at the billing address and to the occupant of the premises and to any other address specified by the appellant. In the event of an appeal to the City Council, service shall not be terminated until three (3) days after mailing of the notice of the decision. A notice of intent to disconnect service shall include information about the appeal process contained in this subsection.

(4) Where the violation is failure to pay delinquent sewer fees and penalties, water service may be reinstated upon payment of those fees. For any other violation, water service shall not be reinstated until such time that all violations have been cured, and a new application has been made and all fees required for initial application have been paid.

(5) Any person violating any of the provisions of this Code shall become liable to the City for any expense, loss or damage occasioned to the City by reason of such violation.

Section 6. FOG generators discharging into the public sewer at the time this ordinance is adopted shall have _____ after the effective date of this ordinance to comply with the requirements of Section 3.445(6) of the Gold Beach Utility Code. If a FOG generator does not comply with Section 3.445(6) of the Gold Beach Utility Code within the required time frame, notwithstanding Section 3.460(2) of the Gold Beach Utility Code, the City may

proceed to notify the FOG generator of the failure to comply with this section and to immediately terminate water service to the premises. The FOG generator shall have all the appeal rights provided in Section 3.460(3) of the Gold Beach Utility Code. In addition to termination of water service the City may assess a penalty for failure to comply with this section. The penalty for non-compliance with this section shall be \$____. Each day of non-compliance with this section constitutes a separate violation.

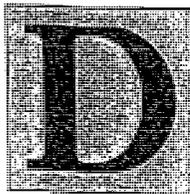
City of Gold Beach
Curry County, Oregon

Industrial User Report



June 2007

Project No. 119.00



**The Dyer Partnership
Engineers & Planners, Inc.**

1330 Teakwood Avenue
Coos Bay, Oregon 97420
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City of Gold Beach

Industrial User Report

Existing Wastewater Facilities

The existing wastewater facilities in the City of Gold Beach consist of two major components: wastewater conveyance system and wastewater treatment plant (WWTP). The original conveyance system was constructed in 1950, with major upgrades in 1964 and 1995. The original WWTP was built in 1950 with major upgrades in 1973 and 1994. A description of these facilities is provided below.

Wastewater Conveyance System

The existing conveyance system consists of about twelve miles of sewer pipelines, 261 manholes, and six pump stations. The pipelines consist of a mixture of conventional, pressure and variable grade sewer lines ranging from 4-inch in diameter to 15-inch diameter. The pump stations range from packaged pump stations serving neighborhoods in the south of Gold Beach to wetwell-drywell stations serving the northwest section of the City. Several private pump stations serve single sites, such as local motels, parks, and campgrounds, and are not included as part of the public system. The total service area for the sanitary collection system is approximately 1,400 acres.

The collection system has historically had problems with gravel and grease accumulations creating restricted flow. Recent rehabilitation work is expected to reduce the amount of gravel in the system, leaving grease as the major problem in the collection system. Rags and debris from the Curry County Jail create isolated problems with line restrictions.

Wastewater Treatment Facilities

The City of Gold Beach built the original treatment plant and collection system in 1951. The original WWTP facility was upgraded from primary treatment only, to an activated sludge treatment facility in 1974, with the addition of a donut style plant. The new plant included a central secondary clarifier, surrounded by an aeration basin and digester. The facility was upgraded again in 1994 with the addition of effluent drain fields and filters. The existing effluent outfall to Riley Creek was converted into an emergency overflow for the WWTP. Effluent discharges are not

Table 1
Potential Industrial Accounts

Food Service		Other	
Category	No. Accounts	Category	No. Accounts
Restaurant	15	Service Station	2
In-store Deli	2	Auto Repair	2
Jail	1	Repair Services	3
Hospital	1	Medical/Dental	8
School Kitchen	2	Veterinary	3
Senior Center	1	Fabrication	2
Event Center	1	Misc.	2
Total Food Service	23	Total Other	22

Note: The Hospital is counted both in the food service accounts and in medical, although there is only one service account.

User Survey

Each Food Service account was given a survey to fill out detailing the seating capacity, whether they provided take out service, and the size and servicing frequency of their grease trap. Each Other account was surveyed by staff as to what wastes were discharged into the system and what pretreatment was used.

It was determined through the survey process that the 23 food service accounts, the hospital laboratory, and the two fabrication facilities were the only accounts that contributed materials in a quantity and of a type that could negatively impact the collection and treatment systems. The remaining accounts discharged domestic wastes only or a negligible amount of other materials.

The Food Service accounts discharge both a higher strength wastewater and significant amounts of grease. Of the 23 Food Service facilities, only seven have grease traps/interceptors.

Freeman Marine is a metal fabrication facility. The facility has a sedimentation tank to settle metal particles from the wastewater. A local sewage disposal company services the tank with the solids disposed of in a landfill. Rush Optical is a small optical device fabrication facility. At this time, the facility discharges mainly domestic waste and a small amount of cleaning solutions with no pretreatment. Expanded operations at this facility would require a reassessment of materials discharged.

The results of the survey are included in the attached spreadsheets.

Recommended Follow Up

The City wastewater ordinance currently prohibits discharges of materials that adversely affect the sewer collection or treatment systems.

Survey Results

Grease

Grease Traps: All food service facilities that do not have a grease trap will be sent a letter in July 2007 requiring them to install a properly sized grease trap. The letter will allow two years for existing facilities to complete the installation. City policy requires that all new food service facilities install grease traps prior to connecting to the sewer system. Existing grease traps are required to be serviced as needed to maintain protection of the sewer system.

Grease Disposal: The Wastewater Facilities Plan includes a recommendation to install a biodiesel converter at the wastewater plant. Grease collected from local restaurants and combined with petroleum products would be used to fuel a boiler for pasteurizing the sludge from the treatment plant. Food service facilities will be required to sign an agreement to dispose of the used grease through the City.

Documentation

All users that were identified in the survey as "Minor Industrial Users" will be sent a waste discharge permit form. (See attached sample) The form will be kept on file and the permit will expire every three years to provide an opportunity to track changes in discharges by the users.

disinfected. The existing plant was designed for an average daily flow of 0.28 MGD and a peak hourly flow of 0.86 MGD with a treatment capacity of 760 pounds per day of BOD. The actual year 2004 flows to the facility are estimated at an average daily flow of 0.29 MGD and a peak daily flow of 2.6 MGD.

The City of Gold Beach operates its wastewater treatment plant (WWTP) under the authority of a Water Pollution Control Facility (WPCF) Permit, No. 101622. A mutual agreement and order (MAO) was signed by The City and DEQ in August 2002 to address permit violations caused by influent levels above the design capacity of the WWTP.

Grease is the main problem for the treatment system, as it is in the collection system. Grease in the influent passes through the treatment process and floats in the clarifier and the digesters creating odor problems and coating equipment.

Wastewater Loads

The City of Gold Beach has a base population of about 1,800 full time residents. The area draws a large transient tourist population in the summer and fall that double the population to about 3,600. Approximately half of the sewer use is estimated to be from commercial users, with restaurants and the lodging industry making up the majority of the non-residential use. The remaining commercial uses are for retail, office, medical/dental, and support repair services such as automobile repair. There are only two manufacturing firms on the municipal system. None of the businesses connected to the wastewater system met the EPA significant industrial user definition for either flow or materials discharged.

Nonresidential Connections

For this report, the baseline was a complete list of all non-residential sewer accounts. All accounts that were known to produce domestic wastes only, such as office, lodging without restaurants, and non-food retail, were removed from the list. The remaining accounts were divided into two categories, Food Service and Other. The Food Service category includes restaurants, in-store deli services, the jail, the hospital cafeteria, the senior center, and the school district main kitchen. The Other category includes medical, veterinary, fabrication, automotive, and repair services. A summary of the accounts is given below in Table 1.

CITY OF GOLD BEACH WASTEWATER
INDUSTRIAL USER SURVEY
JUNE, 6, 2007

Other Potential Industrial Users

ID #	EPA CODE	NAME	SERVICE ADDRESS	SIC Code	Business Type	Monthly Use Gallons	Waste Type
458	3	EV'S HI TECH AUTO-TOWING	29719 ELLENSBURG AVE.	7539-26	Auto Repair	26742	Domestic waste, no floor drain
44	3	JERRY'S ROGUE JET	29985 HARBOR WAY	4489-02	Boat Excursions	69142	Domestic waste
914	3	GOLD BEACH PLUMBING	29881 HARBOR WAY	1711-05	Plumbing Contractor	6875	Domestic waste
1321	3	GOLD BEACH GLASS	29824 AIRPORT WAY	5231-10	Glass Shop	4842	Domestic waste
284	3	PORT OF GOLD BEACH	29866 AIRPORT WAY	4581-06	Airport terminal	7450	Domestic waste
290	3	CURRY COUNTY ANIMAL SHELTER	29921 AIRPORT WAY	0752-03	Animal Shelter	15633	Domestic, some animal waste
776	3	SEAVIEW GLASS	94211 ELLENSBURG AVE.	5231-10	Glass Shop	825	Domestic waste
516	3	GOLD BEACH VETERINARY CLINIC	94239 FOURTH ST.	0742-01	Veterinary Clinic	2025	Domestic, some animal waste
1397	3	BROOKINGS HARBOR FAMILY P C	94241 FOURTH ST.	8011-01	Medical Clinic	708	Domestic waste
938	3	DR DRUZDZEL MD	94225 FOURTH ST.	8011-01	Medical Clinic	375	Domestic waste
645	3	EYE CENTER OF GOLD BEACH	29641 ELLENSBURG AVE.	8011-11	Eye Clinic	5717	Domestic/ dye used for lab testing
1239	3	TOWN & COUNTRY ANIMAL CLINIC	29597 ELLENSBURG AVE.	0742-01	Veterinary Clinic	367	Domestic waste
654	3	RONS OIL CO #8	29619 ELLENSBURG AVE.	5541-01	Gasoline Service Station	8850	Domestic waste
659	2	D&J SHELL	28336 HUNTER CREEK RD	5541-01	Gasoline Service Station	26325	Domestic, food reheating
952	2	FREEMAN MARINE EQUIPMENT	29692 ELLENSBURG AVE	1791-04	Marine Equip/Fabrication	45575	Pretreatment settling tank
373	2	DR RUSH OPTICAL	94235 MOORE STREET	3851-03	Optical Manufacture	28483	Cleaning chemicals from processing
322	3	CURRY COUNTY HEALTH DEPT	94223 FOURTH AVE	8062-01	Public Health Clinic	13875	Domestic waste
791	3	DR. WESTFALL DMD	29814 N ELLENSBURG AVE.	8021-01	Dentist	4125	Domestic waste
920	3	DR. LIEM DMD	94180 SEVENTH AVE	8021-01	Dentist	4208	Domestic waste
82	3	PRECISION PERFORMANCE	94180 SEVENTH AVE	7539-26	Auto Repair	1875	Domestic/no pit drains
899	2	NORTH BEND MEDICAL CENTER	94180 SECOND AVE.	8011-01	Medical Clinic w/ lab	6583	Medical Laboratory Chemicals
52	2	CURRY GENERAL HOSPITAL	94220 FOURTH ST.	8071-01	Hospital Laboratory	152667	Medical Laboratory Chemicals

EPA Code

- 1 Significant Industrial User
- 2 Minor Industrial User
- 3 Insignificant Industrial User

CITY OF GOLD BEACH WASTEWATER
INDUSTRIAL USER SURVEY
JUNE, 6, 2007

Food Service

ID #	EPA CODE	NAME	SERVICE ADDRESS	SIC Code	Business Type	Monthly Use Gallons	Seating Capacity	Take Out	Grease Trap Y/N	Grease Trap Size	Service Frequency Months
1182	2	GOLD BEACH BOOKS	29707 ELLENSBURG AVE.	5812-28	Coffee Shop	36042	26	Yes	Yes	20	1
886	2	SEA STAR BAR & GRILL	29745 ELLENSBURG AVE.	5813-01	Tavern/Restaurant	18158	50	Yes	Yes	20	3
83	2	PAUL BUNYANS	29805 ELLENSBURG AVE.	5812-08	Fast Food Restaurant	11150	49	Yes	No		
178	2	CROWS NEST TAVERN INC.	29850 ELLENSBURG AVE.	5813-01	Tavern/Restaurant	13825	50	Yes	No		
259	2	NORWESTER THE	29971 HARBOR WAY	5812-08	Seafood Restaurant	15208	70	Yes	No		
287	2	SENIOR CENTER	29841 AIRPORT WAY	8361-01	Senior Activity Center	9633	180	Yes	No		
234	2	GRANTS PANCAKE & OMELETTE	29790 ELLENSBURG AVE.	5812-08	Restaurant	52750	150	Yes	Yes	750	3
1035	2	WONGS CAFÉ	29775 ELLENSBURG AVE.	5812-08	Restaurant	10983	38	Yes	Yes	20	1.5
318	2	CURRY COUNTY	29821 COLVIN ST.	9221-04	Courthouse & Jail	169208	N/A	No	No		
509	2	MCKAYS MARKET	29656 ELLENSBURG AVE.	5411-05	Market & Deli	61417	N/A	Yes	Yes	20	1
705	2	RILEY CREEK SCHOOL	94350 SIXTH ST.	8211-03	School Cafeteria	39458	261	No	No		
718	2	DIANES PRESCHOOL	94215 SIXTH ST.	8351-02	Preschool	4942		No	No		
1031	2	WEBSTERS DAIRY QUEEN	29565 ELLENSBURG AVE.	5812-08	Fast Food Restaurant	19525	50	Yes	No		
1168	2	THE PANTHERS DEN LLC	29513 ELLENSBURG AVE.	5812-08	Pizza Parlor	21900	150	Yes	No		
163	2	SPINNER'S SEAFOOD STEAK CHOP	29430 ELLENSBURG AVE.	5812-08	Restaurant	41100	90	Yes	No		
492	2	GOLD BEACH HIGHSCHOOL	29516 ELLENSBURG AVE.	8211-03	School Cafeteria	107500	240	No	No		
910	2	RAY'S FOOD PLACE #8	29560 ELLENSBURG AVE.	5411-05	Market & Deli	27042	N/A	Yes	Yes	10	0.25
52	2	CURRY GENERAL HOSPITAL	94220 FOURTH ST.	8062-02	Hospital & Cafeteria	152667	40	Yes	No		
687	2	PLAYA DEL SO & LAUNDRAMAT	811 S ELLENSBURG AVE.	5812-08	Restaurant	25598	50	Yes	No		
773	2	SAVORY FOODS	94212 THIRD ST.	5812-08	Restaurant	9433	22	Yes	No		
436	2	PORT HOLE	29975 HARBOR WAY	5812-08	Restaurant	94750	90	Yes	Yes	20	6
778	2	FAIRGROUNDS EVENT CENTER	29392 ELLENSBURG AVE	7999-23	Banquet Space	493833	300	No	No		
512	2	BOOKWORM BOOK STORE	29401 ELLENSBURG AVE	5812-28	Coffee Shop	2192		No	No		

GOLD BEACH CITY COUNCIL AGENDA REPORT



Agenda Item No. 10. c.

Council Hearing Date: January 13, 2013

Department: Various Departments

Contact/Title: Jodi Fritts, CA

Email: jfritts@goldbeachoregon.gov

TITLE: First Quarter Business Plan Review

Goals 1 & 2 are due for the Business Plan quarterly review

First Quarter Review:

Goal 1: Achieve Fiscal Sustainability

- 1) Maintain yearly contingency of at least 5% and an unappropriated ending fund balance of a minimum of 15% in the General Fund operating budget. The General Fund budget for fiscal year 2012-2013 is \$1,659,459. 5% of that would be approximately \$83K. We have a budgeted contingency of \$51K, and \$13K in the General Fund Reserve savings for a total of \$64K, which puts us at approximately 70% of our stated goal. As we continue to put small amounts in the GF reserve we can build up the contingency to our aspirational goal.

According to the FY 11-12 audit report (just received) the GF ending fund balance was \$590K. 15% of the \$1.6M GF operating budget would be \$249K--so we are more than double our goal. In the last 4 years (recession) the GF cash reserves have increased by 19% and we have increased services such as adding an additional police officer. I have attached a comparison of cash reserves from December 2008 and December 2012.

- 2) Establish fiscal and budget policies for the City. Before CA Barnes left she began work on Finance and Purchasing Policies. I provided a copy of those some time back for review. Prior to the budget process this year I think we should review those proposed policies and if we find them acceptable, adopt them. I will scan them and send them as a separate document.
- 3) Maximize long-term debt repayments. We have paid off all capital debt in the past few years except for the sewer debt. We currently have the following sewer related debt:

Loan	Year	Original Amount	Current Principal
R37811-Hwy Sewer Line	101 2005	\$1,531,000	\$1,007,818

R37812-Planning Loan	2009	\$218,355	\$73,997
R37813	2013 (we have not begun to pay on this loan yet)	\$5,000,000	\$5,000,000
R37814-Interim Financing Loan	Until completion of WWTP project then converted to USDA RD loan	\$4,057,000	\$4,057,000
Y09001	2008	\$1,533,308	\$1,033,308 (\$500K was converted to grant in 2011)
TOTAL OUTSTANDING DEBT			\$11,721,123

- 4) Improve and simplify financial reporting and monitoring. The Caselle accounting system has GREATLY improved financial reporting and monitoring. We are going into the third year with the program so I will be able to utilize the budgeting module this year (2 year prior actuals are needed for budgeting purposes). I'm hoping this will simplify the budgeting process for me. Currently I have to create the budget in an excel document and print each fund separately then compile the entire budget (almost 100 pages).
I have tried in the past year to provide you with a monthly snap shot of the overall revenues and expenditures rather than inundate you with the entire budget worksheet for each line item. Councilor Kaufman has asked for the full statements at the half year mark which I have provided to you in a separate document.
- 5) Develop three year revenue/expenditure forecast. This is something I wanted to try and accomplish last budget year but due to personnel issues was not able to make that happen. I would like to try this for this year's budget process.
- 6) Bi-annually review System Development Charges and update as needed. We briefly discussed SDC charges last year. Due to the recession and little or development this has not been an issue but we should revisit this and have something in place for when things start looking up.
- 7) Review and update all fees annually. We totally revised all fees recently which were the first time they had been looked at, in whole, for about 14 years. Now that we have updated them it will be an easy process to stay on top of them. Councilor Brand had requested that we put water rates on this agenda. Due to the volume of heavy topics this month I pushed it to next month. Dyer is currently working on a Water Master Plan so we will need to revisit water rates anyway when they are completed. Additionally, RCAC has already said they will perform a water rate study for us (they completed the sewer rate study in 2011).

- 8) Aggressively pursue grant funding. Grant funding is something we are always on the lookout for. My assistant, Candy is the designated grant “pursuer”. We get a semi-annual list from Senator Merkley’s office and I have Candy review it for any potential grants. As you know, we FINALLY received the \$50K SCA grant from ODOT for the 3rd Street/Library sidewalk project. Additionally, Candy is pursuing an OPRD grant to complete the skatepark.
- 9) Undertake comprehensive compensation and classification review and update City salary schedule. We completed the first ever city salary schedule in 2010. We have it scheduled to revisit for this budget year. I annually participate in a Public Employers Salary Survey and constantly monitor salary information that comes through my city managers list serv.
- 10) Seek alternative energy solutions for City operations. I admit I have not sought any alternative energy solutions for the City. Any ideas/thoughts on this topic would be appreciated.

Goal 2: Enhance Quality of Life in Gold Beach

- 1) Pursue formation of a parks and recreation district. We began this process in 2010 when we originally adopted the Business Plan but then things began to get so bad at the county that it was put on the back burner. Things do not appear to be improving so I think we need to just forge ahead. It is important that we have recreational opportunities not only for our citizens but for our visitors as well. I am hoping that we can propose a project(s) within our Urban Renewal Plan to address this issue.
- 2) Pursue development of a community garden. This has been an on-going project for several citizens. The small garden is located on Hillcrest Street next to the Presbyterian Church. The council approved the installation of a water service here because of this particular goal.
- 3) Develop community vision and mission statement. We worked on and adopted the vision and mission statement in 2011. The statement is posted at each of your dais positions, posted in the city hall lobby and is on all out-going city correspondence.
- 4) Pursue opportunities to enhance education outreach and workforce/VOCATIONAL training programs for Gold Beach residents. We have discussed this goal several times. Again, it is my hope that we can utilize Urban Renewal to address this issue.
- 5) Provide community events and activity schedule. We provide a community events and activity schedule on both of the city websites (goldbeachoregon.gov and goldbeach.org) and we now have a facebook page for city hall. We also link to the Chamber of Commerce website.

- 6) Update and maintain park facilities. The Public Works department is constantly making improvements to Buffington Park. I also discussed with Will the purchase of adult playground equipment. I found a short article in one of my government magazines about city's that are providing equipment specifically for adults that increase mobility and strength. The equipment is surprisingly affordable and Will and I have decided we have enough park budget to purchase a few pieces this year. We are also discussing improving facilities at South Beach Park for bicycles.

FINANCIAL IMPACT:

Depends on which issue is discussed...

DOCUMENTS ATTACHED:

- Portion of the City Business Plan Goals 1-2
- 2008 and 2012 cash reserve comparison

REQUESTED MOTION/ACTION:

Discuss each topic and assign new target dates or priority to the items, or add additional action items.

COPY OF REPORT SENT TO:

Council, Department Heads for each department

City of Gold Beach Business Plan

REVISED MARCH 2012

Goals & Objectives	Priority/Action Items	Responsible Party	Target
GOAL 1: Achieve Fiscal Sustainability			
<ul style="list-style-type: none"> • Sufficient revenue to sustain City services at appropriate levels. • Provide competitive employee compensation. • Balanced revenue system that recognizes demands on City services by residents, businesses and visitors. • Stable, effective and accountable management. • Include sustainability considerations in purchasing decisions. • Encourage new private investment in the City. • Expedite implementation of approved development plans. 	1	Maintain yearly contingency of at least 5% and an unappropriated ending fund balance of a minimum of 15% in the General Fund operating budget.	CA ONGOING
	2	Establish fiscal and budget policies for the City.	CA/CC 09/2010 03/2013
	3	Maximize long-term debt repayments.	CA 06/2011 ONGOING
	4	Improve and simplify financial reporting and monitoring. COMPLETED	CA 09/2010 COMPLETED
	5	Develop five-THREE year revenue/expenditure forecast.	CA 12/2010 03/2013
	6	Bi-Annually review System Development Charges and update as needed.	CA/PWS April annually ODD YEARS
	7	Review and update all fees annually.	CA April annually ONGOING
	8	Aggressively pursue grant funding.	CA 11/2010 REVISIT 11/2013
	9	Undertake comprehensive compensation and classification review and update City salary schedule. COMPLETED BUT REVISIT	CA 11/2010 REVISIT 11/2013
	10	Seek alternative energy solutions for City operations.	PWS ONGOING
GOAL 2: Enhance Quality of Life in Gold Beach			
<ul style="list-style-type: none"> • Enhance opportunities for social interaction among citizens of the community. • Encourage the development of recreational activities and community events that benefit all ages. 	1	Pursue formation of a parks and recreation district. REVISIT DUE TO ECONOMY	CC 07/2010- 05/2011 REVISIT
	2	Pursue development of a community garden.	CA/CC 07/2010- 05/2011 ONGOING
	3	Develop community vision and mission statement. COMPLETED BUT REVISIT IN 2015	CC 08/2010 REVISIT 2015

KEY:

CC = City Council
FC = Fire Chief

CA = City Administrator

PC = Police Chief

PWS = Public Works Superintendent

City of Gold Beach Business Plan

REVISED MARCH 2012

Goals & Objectives	Priority/Action Items	Responsible Party	Target
<ul style="list-style-type: none"> • Promote and assist in developing educational opportunities. 	4	Pursue opportunities to enhance education outreach and workforce/VOCATIONAL training programs for Gold Beach residents.	CA Ongoing
	5	Provide community events and activity schedule	CA 07/2010 ONGOING
	6	Update and maintain park facilities	PWS ONGOING

Each quarter two of the goals will be reviewed. January: Goals 1 & 2 are to be reviewed. Goals can be amended, added or otherwise revised to reflect current city conditions.

KEY:

- CC = City Council
- CA = City Administrator
- PC = Police Chief
- PWS = Public Works Superintendent
- FC = Fire Chief

COMPARISON OF CASH RESERVES PRE-RECESSION (4 YRS AGO) TO PRESENT

FUND	Dec-08		Dec-12		CHANGE	NOTES
10 GENERAL	\$	551,710.18	\$	657,469.05	19%	
- PARK HOME SAVINGS	\$	586.58	-			CLOSED
- PD DONATION SAVINGS	\$	2,094.83	-			TRACKED IN GF NOW
21 STREETS	\$	229,660.56	\$	215,882.83	-6%	CULVERT RESERVE FUND
22 WATER UTILITY	\$	475,269.22	\$	494,303.82	4%	
23 SEWER	\$	617,534.30	\$	308,209.31	-50%	PRE-WORK RELATED TO WWTP
24 PROMO	\$	358,718.78	\$	48,171.40	-87%	PAID OFF \$250K VC DEBT IN FY 2011
26 HCH/EM WATER	\$	33,548.33				CLOSED
51 STATE REV SHARING	\$	40,433.98	\$	1,484.31	-96%	MOVED TO FLEET REPLACEMENT RESERVE
54 SMALL CITY ALLOT	\$	6,329.68	\$	28,593.40	352%	
55 911	\$	-	\$	2,736.78		
62 HWY 101 SEWER	\$	283,962.71	\$	258,787.64	-9%	
63 I & I	\$	168,787.67	\$	154,068.07	-9%	
64 WATER RESERVE	\$	380,006.75	\$	326,184.75	-14%	BUDGETED RESERVOIR REPAINTING FINISHED
74 SEWER RESERVE	\$	1,051,766.24	\$	1,102,291.07	5%	
91 FLEET REPLACEMENT			\$	41,304.72		NEW RESERVE FUND
92 NONINSURED LOSS	\$	49,342.50	\$	83,444.92	69%	
93 BUILDING RESERVE	\$	307,086.51	\$	348,677.41	14%	
94 FIRE TRUCK RESERVE	\$	191,611.73	\$	449,094.25	134%	
95 PARKS RESERVE			\$	11,004.48		NEW RESERVE FUND
96 GENERAL FUND RESERVE			\$	13,004.87		NEW RESERVE FUND
97 WATER DEPOSITS RESERVE	\$	114,400.62	\$	194,368.60	70%	
98 CULVERT REPLACE RESERVE			\$	15,000.00		NEW RESERVE FUND
TOTAL	\$	4,862,851.17	\$	4,754,081.68		

PERCENT DECREASE IN TOTAL CASH RESERVES:

-2.24%

**GOLD BEACH CITY COUNCIL
AGENDA REPORT**



Agenda Item No. 10 e.

Council Hearing Date: January 14, 2013

Department: Administration and Council Contact/Title: Jodi Fritts, CA
Email: jfritts@goldbeachoregon.gov

TITLE: Annual List of Committee and Commission Members

SUMMARY AND BACKGROUND:

Pursuant to the Rules of the City Council I am providing you with the yearly list of all commission and committee members.

FINANCIAL IMPACT:

None

DOCUMENTS ATTACHED:

- Committee and Commission member lists

REQUESTED MOTION/ACTION:

None at this time.

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council

2013 COUNCIL AND COMMITTEE MEMBERS AND TERMS OF OFFICE

CITY COUNCIL AND MAYOR (4 year terms per Charter)

POSITION	NAME	COMMENCEMENT OF TERM	TERM EXPIRES
MAYOR	Karl Popoff	Elected November 15, 2012	December 15, 2016
Position #1	Jeff Crook	Elected November 15, 2010	December 15, 2014
Position #2	Larry Brennan	Elected November 15, 2012	December 15, 2016
Position #3	Brice Gregory	Elected November 15, 2010	December 15, 2014
Position #4	Douglas Brand	Appointed November 15, 2012	December 15, 2016
Position #5	Tamie Kaufman	Elected November 15, 2010	December 15, 2014

PLANNING COMMISSION (4 year terms per Section 1.120(3) City Admin Code)

POSITION	NAME	COMMENCEMENT OF TERM	TERM EXPIRES
Position #1	Kate Rambo	Appointed October 10, 2011	December 31, 2013
Position #2	Bill Matthey	Appointed February 13, 2012	December 31, 2015
Position #3	Roy Lavender	Appointed September 27, 2010	December 31, 2013
Position #4	Debbie Collins	Appointed March 12, 2012	December 31, 2015
Position #5	Brent Thompson	Appointed January 1, 2010	December 31, 2013

BUDGET COMMISSION (3 year terms per ORS 294.336)

POSITION	NAME	COMMENCEMENT OF TERM	TERM EXPIRES
Position #1	Sandra Jill Benson	Appointed February 13, 2012	December 31, 2014
Position #2	Bob Derby	Appointed April 11, 2011	December 31, 2013
Position #3	Dave Sanders	Appointed April 11, 2011	December 31, 2013
Position #4	Kate Freedman	Appointed February 13, 2012	December 31, 2014
Position #5	Olivia Israel	Appointed February 13, 2012	December 31, 2014

COMMUNITY PROMOTIONS (4 year terms per Section 4.280(1)(2) City Business Code)

POSITION	NAME	COMMENCEMENT OF TERM	TERM EXPIRES
Position #1 Chamber	VACANT		December 31, 2016
Position #2 At-Large	VACANT		December 31, 2016
Position #3 Chamber	VACANT		December 31, 2013
Position #4 Motel	VACANT		December 31, 2016
Position #5 Motel	Debra Way	Appointed July 12, 2010	December 31, 2013

**Resolution R0910-25 changed the ending dates of the terms to match other committees.

URBAN RENEWAL COMMITTEE (Ordinance 637 membership)

POSITION	NAME	COMMENCEMENT OF TERM	TERM EXPIRES
Position #1	Karen Richmond	Appointed February 13, 2012	December 31, 2014
Position #2	VACANT		December 31, 2012
Position #3	VACANT		December 31, 2014
Position #4	Sandra Vieira	Appointed June 13, 2011	December 31, 2012
City Council Position	Doug Brand		