AGENDA

March 11, 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:
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 (pages 4-19)
a. Ordinance No. 647 FOG amendment to Utility Code

7. Citizen Requested Agenda Items
None scheduled

8. Public Contracts and Purchasing
None scheduled

9. Ordinances & Resolutions (pages 20-39)
a. Ordinance 646 LS Networks Franchise
b. Resolution R1213-08 consolidating water and sewer rate resolutions
c. Resolution R1213-09 Urban Renewal City Advisory Committee appointments
d. Ordinance 647 FOG amendment to Utility Code

10. Miscellaneous Items (including policy discussions and determinations) (pages 40-64)

a. Public Safety info from Commissioner David Smith
b. City Administrator salary discussion
c. Urban Renewal Meetings next month
d. Budget Calendar
e. Upcoming meetings and trainings

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, April 8, 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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Gold Beach

PUBLIC HEARING

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **6 a and 9 d.**

Council Hearing Date: February 11, 2013

TITLE: Public Hearing Ordinance No. 647 FOG amendments to Utility Code

SUMMARY AND BACKGROUND:

This is the third time we have discussed the FOG amendments to the Utility Code. The new wastewater plant went online February 14th so we need to nail down FOG compliance. I have made suggested changes to the ordinance draft from last month. Please review the proposed compliance language (Exhibit A). After the public hearing portion, if the draft is satisfactory, we can do the first reading of the ordinance tonight.

FEBRUARY REPORT: I provided a draft FOG ordinance at the January meeting. I would like a final review of the draft so that we can put the first reading on the March agenda. There are a few questions we need to answer. Specifically: on page 11: how long will we give businesses to comply? And second, on page 12: what will the penalty for non-compliance be? We are trying to include penalties in the fee resolution so the ordinances do not have to be re-adopted for each fee change so this section should reflect that.

JANUARY REPORT: 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.
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.

FINANCIAL IMPACT:
We can discuss possible grants/loans in the upcoming budget hearings

DOCUMENTS ATTACHED:

- Ordinance No. 647

REQUESTED MOTION/ACTION:

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

Suggested Motion:

I move that the Council adopt Ordinance No. 647, an ordinance amending Sections 3.410, 3.425, 3.445, 3.455 and 3.460 of the Gold Beach Utility Code and adopting a FOG compliance timeline, 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.

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council
PW Super Will Newdall

ORDINANCE NO. 647

AN ORDINANCE AMENDING SECTIONS 3.410, 3.425, 3.445, 3.455, AND 3.460 OF THE GOLD BEACH UTILITY CODE; AND ADOPTING A FOG COMPLIANCE TIMELINE

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/1 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 therefore 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, he 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 effective will be required to comply with the requirements of Section 3.445(6) of the Gold Beach Utility Code within the timeline prescribed in EXHIBT A attached to this this ordinance. 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 subject to the fee schedule in effect at that time. Each day of non-compliance with this section constitutes a separate violation.

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

_____
Karl Popoff, Mayor

ATTEST:

_____
Jodi Fritts, City Administrator

First Reading: March 11, 2013
Aye _____ Nay _____
Second Reading: April 8, 2013
Aye_____ Nay _____

_____
Candy Cronberger, City Recorder

ORDINANCE NO. 647
EXHIBIT A

Section 3.445(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.

FOR INITIAL IMPLEMENTATION OF THIS ORDINANCE THE FOLLOWING COMPLIANCE TIMELINE SHALL APPLY TO ALL EXISTING FOG GENERATORS.

ALL NEW FOG GENERATORS AFTER THE EFFECTIVE DATE OF THIS ORDINANCE MUST COMPLY WITH THE REQUIREMENTS PRIOR TO DISCHARGE INTO THE PUBLIC SEWER.

Submission of plan of compliance to Public Works Superintendent: No later than October 31, 2013.

Acceptance and approval of plan of compliance by Public Works Superintendent: Within sixty (60) days of submission of *complete* plan.

Construction and implementation of plan of compliance: Within one hundred and twenty (120) days of approval by Public Works Superintendent.

Additional time may be granted upon written request by FOG generator and approval by the Public Works Superintendent.

Gold Beach

ORDINANCES & RESOLUTIONS

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **9 a.**
Council Hearing Date: March 11, 2013

TITLE: Ordinance 646 Franchise agreement with LS Networks

SUMMARY AND BACKGROUND:

This matter originally came before the Council in January. There were some questions at that time. I have consulted with our attorney and have made appropriate changes to the original ordinance. I can discuss the specific answers at the meeting.

FROM JANUARY REPORT: 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:
After clarification with our attorney, LSN is proposing a 7% of gross revenue franchise payment. Additionally they will provide free internet to city hall.

DOCUMENTS ATTACHED:
- 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

Communication Services: Any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself and whether or not the transmission medium is wireline. Communications service includes all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communications system services provided without using the public rights-of-way; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

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.

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 Manager 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 thirty (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 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 within 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 to construct the 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 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, seven percent (7%) 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 Grantee shall install and provide Communication Services at no charge to City Hall. The City shall not resell the Communication Services provided under this subsection.

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.

12.9 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 annuallyaudit 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 may lease or sublease any of its pipes, wires, conduits, or other Facilities, or the public Rights-of-Way in which such are contained if Grantee provides City at least yearly with a list of all entities, lessees or sublessees occupying the right of way. 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, and so long as City's bandwidth or access speed are not diminished. 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 FacilityGrantee shall complete such removal in accordance with a schedule set by City. Until such time as Grantee removes 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 thisFranchise, 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 Manager 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 Manager 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.

19.7. Grantee agrees to pay City the actual costs of administering this Agreement, such as administrator time spent reviewing drafts, negotiating with Grantee, and the costs of legal review, such amount not to exceed $3,000

PASSED and ADOPTED by the City Council of the City of Gold Beach, State of Oregon, on the day of 8th, April, 2013.

_____
Karl Popoff, Mayor

ATTEST:

_____
Jodi Fritts, City Administrator

First Reading: March 11, 2013
Aye _____ Nay _____
Second Reading: April 8, 2013
Aye_____ Nay _____

_____
Candy Cronberger, City Recorder

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **9 b.**
Council Hearing Date: March 11, 2013

TITLE: Resolution R1213-08 Water & Sewer Rate Consolidation

SUMMARY AND BACKGROUND:

This was initially brought before the Council last month. At that time, we discussed scrapping this resolution and including the water/sewer utility rates into the City Fee Resolution adopted late last year. After discussion with our attorney we both decided it would be better to keep the utility rates as a separate resolution for several reasons. We can discuss these at the meeting.

FINANCIAL IMPACT:

This resolution is a continuation of current rates. An inflation provision is built into the resolution.

DOCUMENTS ATTACHED:

- Resolution R1213-08

REQUESTED MOTION/ACTION:

Approve or deny R1213-08

Suggested Motion:

I make the motion to APPROVE/DENY Resolution R1213-08, a resolution setting water and sewer rates and implementing an annual inflation adjustment rate and repealing resolution R1011-30 and R0809-08 and any other resolutions that may be in conflict.

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council

RESOLUTION R1213-08

A RESOLUTION SETTING WATER & SEWER RATES AND IMPLEMENTING AN ANNUAL INFLATION ADJUSTMENT RATE AND REPEALING RESOLUTION R1011-30 & R0809-08 AND ANY OTHER RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, The City of Gold Beach provides water and sewer utility services for businesses, agencies, and private residents within the Gold Beach city limits, and water service within the Urban Growth Boundary; and

WHEREAS, the City of Gold Beach Utility Code Sections 3.125 & 3.400 grant the City Council exclusive control over and regulation of water and sewer use charges, including the authority to review, and by resolution, to set or change charges; and

WHEREAS, the City Council has determined that annual rate adjustments are necessary to keep pace with inflation; and

WHEREAS, the current utility rates are contained in various resolutions and are not currently consolidated into a single document; and

WHEREAS, the Council has determined that a single utility rate resolution would help eliminate possible confusion and create greater billing efficiency.

NOW, THEREFORE, BE IT RESOLVED that in order to maintain financially sustainable water and sewer utility systems, the City Council for the City of Gold Beach hereby authorizes annual revenue adjustments, based on the Municipal Cost Index published by American City and County, for the City of Gold Beach Water and Sewer Utility Funds beginning July 1, 2013. A hearing on the proposed rate increased will be held annually prior to the rate adjustment.

BE IT FURTHER RESOLVED the City Council of the City of Gold Beach, Oregon, adopts the consolidated utility rate schedule attached to this resolution as EXHIBIT A and hereby repeals Resolution R1011-30 and R0809-08 and any other resolutions that may be in conflict.

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, AND EFFECTIVE THIS 11TH DAY OF MARCH 2013.

_____
Karl Popoff, Mayor

ATTEST:

_____
Candy Cronberger, City Recorder

RESOLUTION R1213-08 EXHIBIT A

WATER AND SEWER UTILITY RATES including reserve and debt service

WATER	BASE RATE		
Inside City Residential	$ 15.85	First 1500 Gallons	
Outside City Residential	$ 17.47	First 1500 Gallons	
Inside City Commercial	$ 21.85	First 3000 Gallons	
Outside City Commercial	$ 24.38	First 3000 Gallons	

****Rates will be adjusted annually on July 1 based on the prior 12 month Municipal Cost Index average**

SEWER	RATE		
Sewer Utility	$ 20.60	Per EDU/ERU	Monthly sewer usage fee
Sewer Reserve	$ 3.00	Per Account	Reserve fund for Sewer maintenance
WWTP Debt Service	$ 20.00	PER EDU/ERU	Debt service for WWTP plant
Sewer Line 101 Debt Service	$ 6.00	PER EDU/ERU	Debt service for Hwy 101 main sewer line improvements in completed in 2005

****Sewer Utility rate will be adjusted annually on July 1 based on the prior 12 month Municipal Cost Index average**

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **9 c.**

Council Hearing Date: March 11, 2013

TITLE: Resolution R1213-09 Appointments to Urban Renewal Citizen Advisory Committee

SUMMARY AND BACKGROUND:

The second reading of Ordinance 645 amending the membership of the Urban Renewal Agency occurred at the February meeting and will go into effect March 11th (today). The new make-up of the agency includes a four member citizen advisory committee. Two members (Karen Richmond and Sandra Vieira) of the former agency would like to be appointed as citizen advisory members. An additional citizen, Beth Barker-Hidalgo, was interviewed at the February meeting.

FINANCIAL IMPACT:
None at this time

DOCUMENTS ATTACHED:

- Resolution R1213-09

REQUESTED MOTION/ACTION:
Approve or deny Resolution R1213-09

Suggested Motion:
I make the motion to APPROVE/DENY Resolution R1213-09, a resolution confirming appointments to the Urban Renewal Citizen Advisory Committee and setting terms of office.

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council

RESOLUTION R1213-09

A RESOLUTION CONFIRMING APPOINTMENTS TO THE URBAN RENEWAL CITIZEN ADVISORY COMMITTEE AND SETTING TERMS OF OFFICE

WHEREAS: The appointment and term of office procedures are set forth in Ordinance #645, Section 4, adopted February 11, 2013; and

WHEREAS: Four vacancies currently exist on the Citizen Advisory Committee; and

WHEREAS: Interested persons have previously served on the Urban Renewal Agency board or have submitted an application for review by the Council & Mayor.

NOW, THEREFORE, BE IT RESOLVED that the Gold Beach City Council hereby appoints:

Karen Richmond to fill vacant Position #1, term to expire December 31, 2017

Sandra Vieira to fill vacant Position #2, term to expire December 31, 2015

Beth Barker-Hidalgo to fill vacant Position #3, term to expire December 31, 2017

Position #4, term to expire December 31, 2015 is VACANT

PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH, COUNTY OF CURRY, STATE OF OREGON, and EFFECTIVE THIS 11th DAY OF MARCH, 2013.

_____
Karl Popoff, Mayor

ATTEST:

_____
Candy Cronberger, City Recorder

MISC. ITEMS

(INCLUDING POLICY DISCUSSIONS & DETERMINATIONS)

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **10 a.**

Council Hearing Date: March 11, 2013

TITLE: Public Safety info from Commissioner David Smith

SUMMARY AND BACKGROUND:

Curry County Commissioner David Smith asked that I pass on this information and press articles about public safety in Josephine County.

FINANCIAL IMPACT:
None at this time but could impact the City in the near future

DOCUMENTS ATTACHED:

- Email and article from Commissioner Smith

REQUESTED MOTION/ACTION:
None at this time.

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council and Commissioner Smith

Jodi Fritts

From: David Brock Smith <smithd@co.curry.or.us>
Sent: Tuesday, March 05, 2013 4:05 PM
To: Joyce Heffington (jheffington@brookings.or.us); mmurphy@portorford.org; Jodi Fritts
Subject: Please Pass on to your Mayor, Administrators and Councilors-Crime increases in Oregon county following public safety cuts (Josephine County)
Attachments: JOCOUNTY.pdf

Will Curry County realize the lessons learned from its neighbor Josephine County?

Good Afternoon,

Below is a March 2, 2013 article by the Associated Press regarding Josephine County's public safety issues. One would say that words cannot express my deep concerns for our county's future and the immediate severity of the situation we all face. Although, words must express this situation, and not only my words but others as well. Even though it comes at a very unfortunate cost to our neighboring Josephine County to the east and their citizens, we are blessed to bear witness to our future if we do nothing to help ourselves. The citizens of Josephine County, another Federal Timber dependent county like ours, failed to pass their modest Law Enforcement Levy in May of 2012 and were forced to make dramatic cuts to personnel in July which is exactly what we are facing in Curry County. They have seen crime skyrocket, burglaries upwards to 50% while prosecutions down by 42%, drug cartels (and yes to those that are uninformed we do have drug cartels in Southern Oregon) have been positioning themselves into communities and are watching what happens to Curry County Law Enforcement. Former Josephine County Sheriff and currently resigning Grants Pass Detective Mike Vorberg has stated publicly, "Grants Pass is a wasteland of criminals and evil is winning here", he goes onto say, " It is troubling how passionately certain members of the voting majority could fight so hard against us, the 'good guys' ". Detective Vorberg is leaving Grants Pass where he grew up and has lived and worked as a peace officer all his life for better pay, benefits and job security in Tualatin. He continues, "The people we served shocked me....they voted no to justice, an idea as basic a necessity as shelter. They voted no to a functioning jail and prosecutors office. They effectively made the Grants Pass Department of Public Safety an engine with no car". This last public statement is the reality of the situation we all face. If the City of Grants Pass, with all of its resources and public safety cannot function without the county's law enforcement services than how are the Cities of Brookings, Gold Beach or Port Orford going to be able to have functioning public safety services, they will not. The reality of this serious situation is no one has come to their aid, there has been no significant federal timber payments to come close to shoring up the fiscal hole left even after drastic cuts. The state has not stepped in to help, although Josephine is fortunate to have some State Police presence (12) where we are left with 4 troopers county wide. Sheriff Bishop also just informed me that another experienced and dedicated Patrol Deputy will soon be leaving the Sheriff's Department for a better job, but more importantly, job security, leaving our Sheriff's Patrol at four Deputies to cover 1746 square miles. I have grave concerns for the future of our county if we do not take the steps needed and presented to you for our own Public Safety stability. I have fears of property values plummeting while homeowner's insurance rates skyrocket, tourism; our county's economic driver, tanks, once word of a lawless Curry County spreads, and our friends and neighbors decide to move, taking children from our already financially distressed schools. Folks, I don't want to raise your or my taxes and you must realize we cannot cut our way out of the lack of Federal Timber revenue to make up the budget needed to fund the basic levels of Public Safety to our citizens. Your county elected officials and staff are working hard to find ways to not only cut but also to generate revenue that will fund public safety services. Your Board is working on those plans now but we need a funding bridge for them to come to fruition. We cannot afford to have Josephine County's reality our own as our cuts will be much worse and we must understand that in order to have healthy cities and communities, we must have a healthy county and to do this we must support the Local Law Enforcement Levy in May.

Respectfully,

David Brock Smith, Chair
Curry County Board of Commissioners
94235 Moore St., Suite 122
Gold Beach, OR 97444
541-247-3296
SmithD@co.curry.or.us

By **The Associated Press**
on March 02, 2013 at 1:56 PM
Print

Email

View full sizeThe Josephine County Sheriff's Office Major Crimes unit was dismantled last year after all of the employees there, including several detectives, were laid off. It was part of the county's response to voter defeat of a law enforcement property tax levy. Now crime is up and prosecutions are down in the county.*Beth Nakamura/The Oregonian*

Crime is up and prosecutions are down in Josephine County and the city of Grants Pass since deep cuts to the jail and the district attorney's office were forced by voters who refused to raise their taxes to make up for the expiration of a federal timber subsidy.

The Grants Pass Daily Courier reported that burglaries were up 50 percent in Grants Pass and 45 percent in the rest of the **southern Oregon county** in 2012, compared with the previous year. Prosecutions were down 42 percent.

Grants Pass Public Safety Director Joe Henner said the county is seeing a failing criminal justice system.

More

Continuing coverage of the county payments program created in 2000 to reimburse counties for lost income from the sale of timber on federal lands.

"We're seeing increased crime," Henner said. "Our officers are saying they're having more hostile and violent encounters with suspects, who are challenging them and fighting."

Henner added that the numbers are likely to get worse.

Midway through last year, deep cuts affected jail, prosecution and rural patrol services, plus juvenile department services. "A full year (of statistics) likely would show greater call increases," Henner said.

Liquor store owner Jack Ingvaldson said there is "anarchy in the alleys" of downtown.

"I'm putting in gates to keep them out," he said. "I'm a pretty compassionate guy. I donate. But at what time does one run out of patience?"

At the district attorney's office, about 1,000 fewer misdemeanor and felony cases were prosecuted last year, compared with the previous year, according to **District Attorney Stephen Campbell**. Last year, about 1,400 cases were prosecuted versus 2,400 prosecutions the previous year.

"I lost four attorneys (out of nine)," he said. "And that's not a full year, either. I didn't lose those attorneys until July 1." Since then, a full-time and part-time attorney have been rehired.

Realtor Gerard Fitzgerald said the county is getting a reputation that threatens it economic future.

"People will not buy a house in an unsafe community," Fitzgerald said. "Once a community gets a reputation, it takes a long time to turn that around. If we get branded, it will be very, very serious. Right now, I don't think we have a reputation in Oregon as an unsafe community."

Risk to reputation is a particular concern because people from California move here and visit here, generating jobs, he said.

"If you cannot attract economic growth, then we do not have the jobs," Fitzgerald said. "We have a service economy. We now may have something that could threaten that service economy. We need to find a permanent, stable method of funding."

--

Michael P Mills
Project Manager, Oregon Solutions
National Policy Consensus Center
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http://orsolutions.org/

Detective: Grants Pass is 'wasteland of criminals'

Longtime officer quits force amid frustration about the city's criminal justice system

By SHAUN HALL
Grants Pass Daily Courier

Grants Pass police Detective Mike Vorberg has called it quits, saying he is disappointed with the state of the local criminal justice system.

Vorberg
"Evil is winning here."

"Evil is winning here," Vorberg said in a resignation letter. "There is a profound amount of heartbreak that comes with watching your hometown become a wasteland of criminals. For the first time in my life, I no longer want to be a resident here."

Vorberg has gone to work for the police department in Tualatin. He was born and raised locally, graduated from Grants Pass High School and went to work for the Josephine County Sheriff's Office at age 21. He worked eight years there and worked the past seven years with the Grants Pass Department of Public Safety. His resignation letter is dated Jan. 21.

Wasteland

from Page 1A

"In my 15 years of being a cop, I have investigated thousands of drug crimes, hundreds of deaths and dozens of murders," Vorberg wrote. "I have been in over 200 meth labs and have fought for my life on a few occasions. I have seen murdered children, and unspeakable things that people should never have to see. I have been shot at, punched, kicked, spit on, bled on, and called every name in the book. And still, I would proudly die for the people we serve."

But then came last May's defeat of a Josephine County public safety levy.

"The people we serve shocked me," he continued. "In our most desperate hour of need for help and support, they told us they did not support us. They voted no to justice, an idea as basic a necessity as shelter. They voted no to a functioning jail and prosecutor's office. They effectively made the Grants Pass Department of Public Safety an engine with no car."

Justice system services have been slashed in the wake of cuts in federal subsidies to the county and last spring's failure of a property tax proposal to fill the resulting gap. Now, the Josephine County Jail holds 100 inmates, down from 150 a year ago and a total potential capacity of 262; and sheriff's patrols have been cut to 40 hours per week, with Oregon State Police filling some of the gap. Last fall, prosecutions dropped by about half of previous levels, although staffing has increased slightly. Also, the county's juvenile detention center and shelter closed, with rented detention beds in Medford now being used to fill that gap.

Vorberg said the jail could not take people arrested for burglary, assault, robbery and drug dealing.

"We have had hundreds of cases of legitimate criminal charges rejected by the District Attorney's Office due to budget cuts and staffing cuts," he said.

"It is troubling how passionately certain members of the voting majority could fight so hard against us, the 'good guys,'" he continued. "For most citizens, crime is out of sight and out of mind.

"For us with our thumbs on the pulse of crime at home, it is ever in our sight and doubly on our mind."

District Attorney Stephen Campbell praised Vorberg.

"He was one of the best detectives I've worked with," he said. "To lose him is not good."

Vorberg said he regretted leaving a department he loves, but that he has "another family I must think of first." He estimated it would take generations for the county to recover.

Vorberg will be replaced on the department's five-person detective division by former Detective Pete Jenista.

"Mike's loss was difficult," division supervisor Sgt. Dan Evans said. "We lost a lot of experience. A lot of what we do back here is about connections. You lose that."

Reach Daily Courier reporter Shaun Hall at 541-474-3813 or shall@thedailycourier.com.

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **10 b.**

Council Hearing Date: March 11, 2013

TITLE: City Administrator Salary Discussion

SUMMARY AND BACKGROUND:

At the February meeting Councilor Kaufman asked that the CA salary be put on the agenda this month as a discussion item. Salary discussion cannot be made in executive session.

Obviously this topic has financial consequences for me so I don't feel comfortable taking a position one way or another. I am attaching a recent (November 2012) analysis of other Oregon city manager/administrator salaries that came over my email listserv (I compiled the responses into a spreadsheet). The spreadsheet is by population and shows the % change in population and salary in relation to Gold Beach.

FINANCIAL IMPACT:

We currently have $65K budgeted for the CA salary. At the end of February the line item has been 62% expended (February is 67% into the year) with a balance of 24K.

DOCUMENTS ATTACHED:

- CA salary comparison

REQUESTED MOTION/ACTION:

COPY OF REPORT AND ATTACHMENTS SENT TO:

Council

CITY ADMIN/MANAGER
SALARY COMPARISON

CITY	POPULATION	LOW	HIGH	% CHANGE IN POPULATION	% CHANGE IN SALARY
0-3000 POPULATION					
?	705		$ 55,332	-68%	-14%
GARABALDI	785	$ 54,660	$ 63,272	-65%	-3%
PORT ORFORD	1,135		$ 58,900	-50%	-9%
DRAIN	1,150	$ 67,822	$ 72,585	-49%	12%
ROCKAWAY BEACH	1,320		$ 76,746	-41%	18%
AMITY	1,614		$ 73,150	-28%	13%
CLATSKANIE	1,730	$ 61,260	$ 79,176	-23%	21%
TURNER	1,850		$ 75,400	-18%	16%
STANFIELD	2,055	$ 48,000	$ 58,000	-9%	-11%
SISTERS	2,055	$ 69,014	$ 104,395	-9%	60%
ROGUE RIVER	2,140	$ 59,457	$ 72,272	-5%	11%
GOLD BEACH	**2,255**		**$ 65,000**		
ESTACADA	2,850		$ 74,880	26%	15%
3000-5000 POPULATION					
TOLEDO	3,470		$ 82,800	53%	27%
HARRISBURG	3,600	$ 65,822	$ 86,617	60%	33%
WOOD VILLAGE	3,885		$ 94,992	72%	46%
PHILOMATH	4,610	$ 74,328	$ 93,840	104%	44%
5000-10000 POPULATION					
SCAPPOOSE	6,650	$ 72,168	$ 108,804		
HOOD RIVER	7,200	$ 85,000	$ 102,000		
STAYTON	7,660	$ 90,000	$ 101,000		
LINCOLN CITY	7,950		$ 106,394		
MOLALLA	8,100		$ 84,000		
SWEET HOME	9,040	$ 81,360	$ 95,160		
MONMOUTH	9,534		$ 116,508		
NORTH BEND	9,710	$ 86,531	$ 109,599		
ASTORIA	10,000		$ 121,000		
OVER 10K POPULATION					
ONTARIO	11,366		$ 95,000		
LA GRANDE	13,095	$ 98,388	$ 117,648		
TROUTDALE	16,000		$ 120,000		
COOS BAY	16,000	$ 116,088	$ 148,176		
HERMISTON	16,865		$ 107,952		
CENTRAL POINT	17,000		$ 117,000		
FOREST GROVE	21,770		$ 130,764		
NEWBERG	23,000		$ 120,000		
REDMOND	26,500		$ 129,000		

% CHANGE IN SIZE: LARGER OR SMALLER THAN GOLD BEACH — LARGER / SMALLER

% CHANGE IN SALARY: MORE OR LESS THAN GOLD BEACH — MORE $ / LESS $

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **10 c.**

Council Hearing Date: March 11, 2013

TITLE: Upcoming Urban Renewal Meetings

SUMMARY AND BACKGROUND:

The City Council is now the governing body for the Urban Renewal Agency. We had an Open House on February 26th for the taxing district members. I sent personal invitations to all members of all the taxing districts within Gold Beach. Unfortunately we had a small turnout. Elaine Howard, our UR consultant was present and gave her UR 101 presentation and briefly discussed the UR feasibility study. We asked audience members to provide us with input on potential UR projects. After the meeting, I sent a copy of the input sheet and potential projects to the recipients of the earlier invitation letter that did not attend the Open House. I requested they submit their input by March 22nd so that we can get the responses to Elaine to utilize in preparing the plan document.

Elaine will have the plan ready for presentation to the Planning Commission on April 9th (you will of course have a copy before the hearing). We have scheduled the City Council/Urban Renewal meeting on the plan for April 22nd, the 4th Monday of April (our scheduled monthly 2nd meeting).

I have attached copies of the documents I mentioned above.

FINANCIAL IMPACT:
None at this point but the plan will ultimately require approval and financing.

DOCUMENTS ATTACHED:
- Invitation letter to Open House, potential projects list, input request sheet, follow-up letter to districts

REQUESTED MOTION/ACTION:
None at this time, informational only.

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council and URCAC members

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

Thursday, January 31, 2013

Dear XXX:

Re: Proposed Gold Beach Urban Renewal Plan

The Gold Beach City Council is considering adoption of an ordinance to establish an urban renewal area in the commercial core of Gold Beach (Figure 1). The tax increment revenues from urban renewal would assist with funding projects that would increase the economic vitality of Gold Beach. This concentrated use of funds is anticipated to help our economy grow by attracting more visitors to Gold Beach, assisting local businesses and providing an atmosphere for the creation of new businesses and providing amenities to help our local residents more fully enjoy residing in Gold Beach.

We would like to invite you to an open house on Tuesday, February 26, 2013 at 6:00 p.m. at Gold Beach City Hall to hear about the planning to date and to provide us with important input for the next steps in formulating the urban renewal plan. We will have financial information to discuss and will want your input on the potential projects being considered for the urban renewal plan. Please respond to jfritts@goldbeachoregon.gov or 541.247.7029 to let us know if you will be able to come to the open house.

Background

In 2012, the Gold Beach Urban Renewal Agency hired a consulting team to study the feasibility of urban renewal in Gold Beach. The feasibility study found that the blight characteristics required by state statue exist within the Gold Beach Urban Renewal Area (Area). A copy of the feasibility study is available on the City website: www.goldbeachoregon.gov

The proposed maximum indebtedness of the Plan is $8,240,000. Maximum indebtedness is the total amount of funds to be spent on projects, programs, and administration throughout the life of the Plan. The maximum indebtedness was based on a financial analysis of a 25-year plan. There is no time limit for the Plan; it is limited by the defined maximum indebtedness.

Impact on Taxing Jurisdictions

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the Area. The projections for impacts on the taxing jurisdictions are estimated through fiscal year (FY) 2038-39.

Revenue sharing was a feature of the 2009 legislative changes in urban renewal law. Revenue sharing is based on the actual tax increment revenues generated and occurs at stipulated trigger points in the life of a Plan. Revenue sharing is based on the actual tax increment revenues generated and occurs at stipulated trigger points in the life of a Plan. The first trigger point is when the tax increment revenues are equal to 10% of the maximum indebtedness established for the Area. It is anticipated that this urban renewal area would reach the revenue sharing triggers the last three years of the district. If actual assessed value growth in the urban renewal area exceeds the projections made in the urban renewal plan, revenue sharing could occur earlier.

General obligation (GO) bonds and local option levies issued after October 2001 are not impacted by urban renewal. The issuing jurisdiction will still receive their share of the taxes on any GO bonds and local option levies issued after October 2001.

The Gold Beach School District and the Education Service District are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following charts. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes that are foregone because of the use of Tax Increment Financing are replaced (as determined by a funding formula at the State level) with State School Fund revenues.

Table 1 shows the projected impacts to the taxing districts as a result of the proposed Gold Beach Urban Renewal Plan. Table 2 shows the tax revenues projected to be available to taxing jurisdictions once the Area is terminated. These are estimates only; changes in the economy may impact the projections. The table depicts the taxes from the frozen base of the Area that the taxing jurisdictions receive throughout the life of the Plan, and the taxes estimated from the additional taxes which will be received by the taxing jurisdictions once the Plan is terminated, estimated to be in FY 2039-40. The final column estimates the total amount of taxes estimated for the year that the Plan is expected to be terminated.

The Gold Beach Urban Renewal Plan and Report will be ready in mid to late March, after public input. We will send those to you at that time.

Attached to this letter are the tables and figures referenced, and also a flyer that briefly explaining Urban Renewal and Tax Increment Financing.

For more information, please contact me at:

Jodi Fritts-Matthey, City Administrator
City of Gold Beach

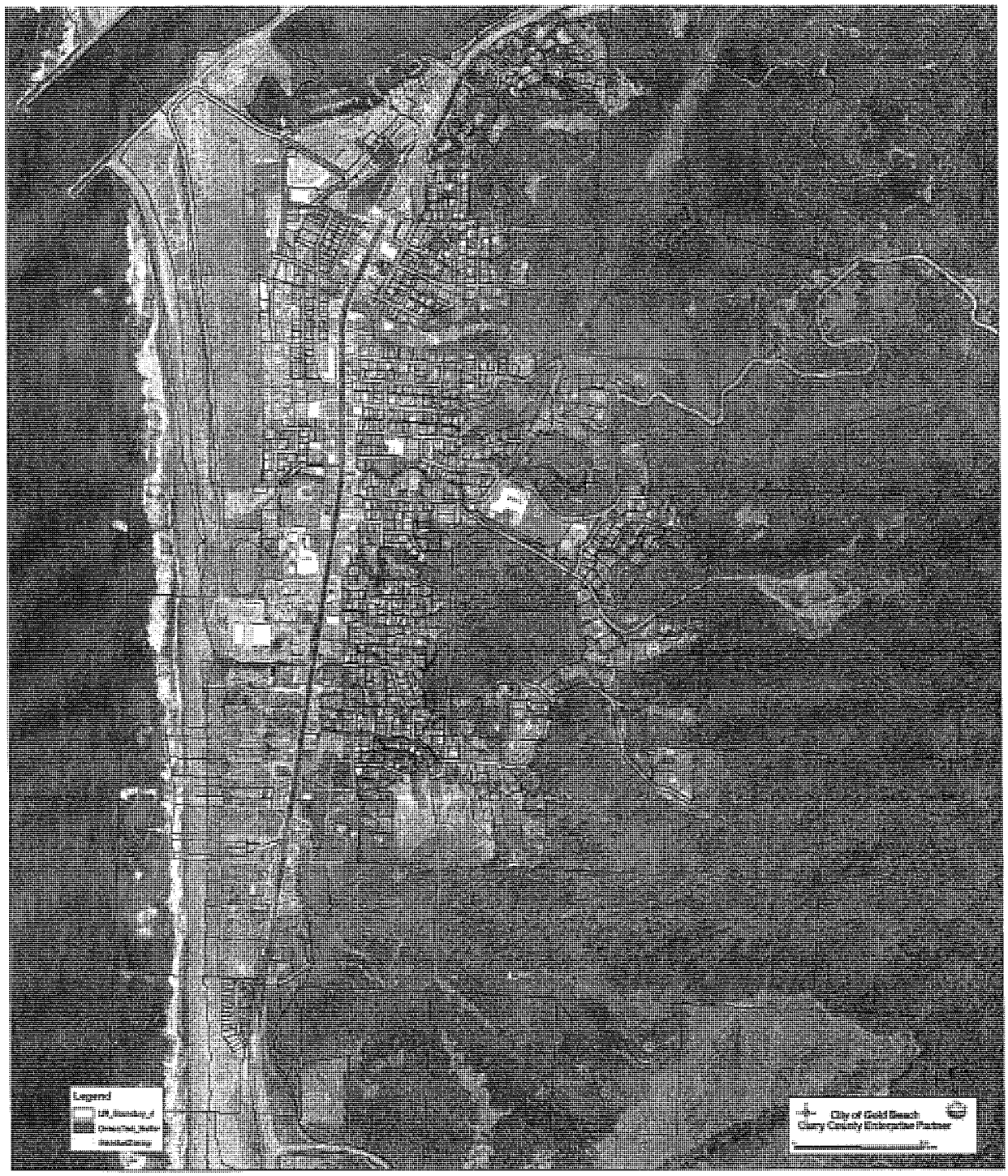
jfritts@goldbeachoregon.gov or 541.247.7029

I look forward to seeing you at the Open House.

Sincerely,

Jodi Fritts
City Administrator
jfritts@goldbeachoregon.gov

Figure 1 – Gold Beach Urban Renewal Plan Area Boundary



Date Saved: 5/7/2012 4:02:26 PM

Table 1 – Projected Impact on Taxing District Permanent Rate Levies

Year	Jurisdiction	Curry County School District	Education Service District	Southwest Oregon Community College	City-Gold Beach	Port-Gold Beach	Cemetery-Rogue River	Health Curry County	Library Curry County	4-H/ Extensions	Curry County General
2013-14	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2014-15	$29,508	$11,566	$1,309	$2,072	$6,898	$1,220	$228	$2,192	$1,951	$301	$1,770
2015-16	$53,402	$20,932	$2,368	$3,750	$12,483	$2,208	$413	$3,968	$3,532	$546	$3,204
2016-17	$78,656	$30,830	$3,488	$5,523	$18,386	$3,252	$608	$5,844	$5,202	$804	$4,719
2017-18	$104,986	$41,151	$4,656	$7,372	$24,541	$4,341	$811	$7,800	$6,943	$1,073	$6,299
2018-19	$132,437	$51,911	$5,873	$9,299	$30,957	$5,476	$1,023	$9,840	$8,758	$1,353	$7,946
2019-20	$161,058	$63,129	$7,143	$11,309	$37,648	$6,659	$1,244	$11,966	$10,651	$1,645	$9,663
2020-21	$190,898	$74,825	$8,466	$13,404	$44,623	$7,893	$1,475	$14,183	$12,625	$1,950	$11,454
2021-22	$222,009	$87,020	$9,846	$15,588	$51,895	$9,179	$1,715	$16,495	$14,682	$2,268	$13,320
2022-23	$254,445	$99,734	$11,284	$17,866	$59,477	$10,521	$1,966	$18,905	$16,827	$2,600	$15,266
2023-24	$288,263	$112,989	$12,784	$20,241	$67,382	$11,919	$2,227	$21,417	$19,064	$2,945	$17,296
2024-25	$323,522	$126,809	$14,348	$22,716	$75,624	$13,377	$2,499	$24,037	$21,395	$3,305	$19,411
2025-26	$360,283	$141,218	$15,978	$25,298	$84,217	$14,897	$2,783	$26,768	$23,827	$3,681	$21,617
2026-27	$398,610	$156,241	$17,678	$27,989	$93,176	$16,481	$3,079	$29,616	$26,361	$4,072	$23,916
2027-28	$438,570	$171,904	$19,450	$30,794	$102,517	$18,133	$3,388	$32,585	$29,004	$4,481	$26,314
2028-29	$480,232	$188,234	$21,298	$33,720	$112,255	$19,856	$3,710	$35,680	$31,759	$4,906	$28,813
2029-30	$523,668	$205,260	$23,224	$36,770	$122,409	$21,652	$4,045	$38,908	$34,632	$5,350	$31,420
2030-31	$568,956	$223,011	$25,233	$39,950	$132,994	$23,525	$4,395	$42,272	$37,627	$5,813	$34,137
2031-32	$616,172	$241,518	$27,327	$43,265	$144,031	$25,477	$4,760	$45,781	$40,749	$6,295	$36,970
2032-33	$665,400	$260,813	$29,510	$46,721	$155,538	$27,512	$5,140	$49,438	$44,005	$6,798	$39,923
2033-34	$716,725	$280,931	$31,786	$50,325	$167,536	$29,634	$5,537	$53,251	$47,399	$7,323	$43,003
2034-35	$770,236	$301,905	$34,159	$54,083	$180,044	$31,847	$5,950	$57,227	$50,938	$7,869	$46,213
2035-36	$826,027	$323,773	$36,633	$58,000	$193,085	$34,154	$6,381	$61,372	$54,628	$8,439	$49,561
2036-37	$839,049	$328,878	$37,211	$58,914	$196,129	$34,692	$6,482	$62,340	$55,489	$8,572	$50,342
2037-38	$852,832	$334,280	$37,822	$59,882	$199,351	$35,262	$6,588	$63,364	$56,400	$8,713	$51,169
2038-39	$870,017	$341,016	$38,584	$61,089	$203,368	$35,972	$6,721	$64,641	$57,537	$8,889	$52,200
Total	$10,765,961	$4,219,877	$477,458	$755,939	$2,516,564	$445,139	$83,167	$799,893	$711,985	$109,992	$645,947

Source: ECONorthwest Gold Beach Schools and the Education Service District are not *directly* impacted, as they are allocated funding through a state school funding formula based on per pupil counts.

Table 2 – Additional Revenues Projected After Termination of Tax Increment Financing

Jurisdiction	FY 2039-40
Curry County School District	$347,476
Education Service District	$39,315
Southwest Oregon Community College	$62,246
City-Gold Beach	$203,368
Port-Gold Beach	$36,654
Cemetery-Rogue River	$6,721
Health Curry County	$65,865
Library Curry County	$57,537
4-H/ Extensions	$9,057
Curry County General	$52,200
Total	$880,439

Source: ECONorthwest

Urban Renewal and Tax Increment Financing

What is Urban Renewal?

Urban renewal is one of the few tools for encouraging local economic development. It is unique in that it has its own funding source, tax increment financing. Urban renewal is a program authorized under state law and implemented locally that allows for the concentrated use of property tax revenues to upgrade certain designated areas of a city or county. These areas are called "blighted" by state statute and typically contain sections of a city that are underdeveloped and not contributing fully to the local economy. They can have buildings which are in need of renovation, property which should be developed or redeveloped, or utilities and street and pedestrian systems in poor repair or needing upgrading.

The underpinning theory of urban renewal is that if these properties and the surrounding infrastructure are upgraded, they will contribute more substantially to the local economy and to the property taxes which support all of the taxing jurisdictions.

How is an Urban Renewal Program Started?

For an area to be designated as an urban renewal area, a city normally completes a feasibility study to determine appropriate boundaries and to analyze the financial feasibility of the area, including the impacts on the other taxing jurisdictions. Depending on the results of the feasibility study, the city will determine whether they want to proceed with the development of an urban renewal plan.

The City of Gold Beach completed an urban renewal feasibility study in the spring of 2012 for an urban renewal area that encompasses the commercial areas of Gold Beach. The feasibility study determined that the potential urban renewal area met the statutory qualifications for blight and can produce tax increment for use in helping the area develop. The city directed the preparation of a draft urban renewal plan.

An urban renewal plan establishes an urban renewal boundary, goals, and objectives for the area, and outlines projects and programs that will help to improve the conditions in the area. The plan also sets a limit on the amount of money which can be used to fund these projects and programs, called a "maximum indebtedness". The urban renewal plan is accompanied by a technical report which contains the financial
Feasibility analysis and estimates when funding will become available to pursue projects within the area. The urban renewal plan must be adopted by the City Council.

What is the Adoption Process for an Urban Renewal Plan?

The planning for urban renewal typically involves review and input from a citizen committee and city staff. In Gold Beach the Urban Renewal Agency is comprised of citizens who will review the draft urban renewal plan. Once a draft plan is prepared and reviewed by the Gold Beach Urban Renewal Agency, it must be circulated to the impacted taxing jurisdictions for their review

and comment. The plan must be presented to the Planning Commission and to the City Council for adoption. Any action by the City Council must be by non-emergency ordinance after a public hearing is held. Notice of the public hearing must be sent to each individual household in the city.

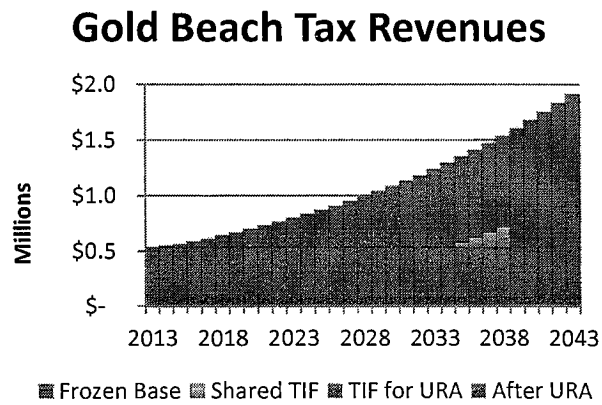
What types of Programs or Projects are Eligible under Urban Renewal?

Urban renewal agencies can do certain projects or activities under an adopted urban renewal plan. These activities generally include:

- Construction or improvement of public facilities including streets, sidewalks, utilities, parks, and other public uses
- Storefront improvements
- Participation with developers for property improvement
- Rehabilitation of existing buildings

How are Urban Renewal Plans Financed?

At the time an urban renewal plan is adopted, the county assessor calculates the total assessed value of the area and establishes this value as the "frozen base" for the area. Growth above the base is called the "increment." Tax increment revenues are the property tax revenues generated off the increase in the assessed values over the frozen base (not including rates for General Obligation Bonds and Local Levies approved by voters after October, 2001). This concept is shown in the chart on the next page. The chart depicts a 25 year plan, but plans may be longer, depending on the timing of bond placements and the need for financing. This scenario shows the frozen base (red) and the tax increment (TIF in blue) that is anticipated to fund projects and programs in the urban renewal area. The chart also shows that some revenue sharing is anticipated with the taxing jurisdictions, shown in green in the chart. Revenue sharing commences when specified targets established in urban renewal law are met. The purple shows the projected tax revenues once urban renewal ends in the future.



How Does Tax Increment Financing Affect Overlapping Taxing Districts?

Taxing jurisdictions gain revenues through the collection of property taxes. Property tax increases come through new development and the statutory limit of 3% increase in assessed values on existing real property. During the use of tax increment financing, the permanent rate property taxes on the **growth** in assessed value in the urban renewal area are allocated to the Urban Renewal Agency and not the taxing district. The taxing jurisdictions are still able to collect the property tax revenues

from the assessed value of the frozen base, but increases in revenues are allocated to the Urban Renewal Agency for use within the urban renewal area. In many urban renewal areas, that growth from new investment would not have occurred but for the use of urban renewal which has stimulated the growth.

The impact on schools and education service districts is indirect, as they are funded through a state allocation based on per pupil counts. Property taxes fund a portion of the state school fund, but not all of it.

Once an urban renewal area is terminated, there generally will be an increase in property tax revenues to all taxing jurisdictions. This increase of property tax revenue is a result of the ability to concentrate funding in a specific area, encouraging the area to develop properly.

How Does Tax Increment Financing Affect Property Tax Payers?

Most property tax payers will **not** see an increase in property taxes as a result of urban renewal. However, once an urban renewal plan is adopted in an urban renewal area, tax payers within that area will see a line item on their property tax statements for urban renewal. This can be quite confusing because even if you are not physically located in the area, you will see an indication of the impact of urban renewal on your property tax bill. Your overall tax bill does not increase, but the allocation of revenues received from your payment is changed as a portion of that payment now goes to urban renewal. This is called "division of taxes" and is the administrative way that assessors must calculate the urban renewal revenue. A sample property tax bill for the City of Gold Beach is shown below. The total taxes does not change, they are just distributed differently if there is urban renewal.

		2013	2013
		Property Value	Property Value
Jurisdiction	**Rate**	$103,000.00	$103,000.00
School CC1	3.9171	$403.46	$391.71
ESD	0.4432	$45.65	$44.32
SWOCC	0.7017	$72.28	$70.17
City-Gold Beach	2.336	$240.61	$233.60
Port-Gold Beach	0.4132	$42.56	$41.32
Cemetary-Rogue River	0.0772	$7.95	$7.72
Health Curry	0.7425	$76.48	$74.25
Library Curry	0.6609	$68.07	$66.09
CC 4-H Extensions	0.1021	$10.52	$10.21
Curry County General	0.5996	$61.76	$59.96
Urban Renewal			$29.98
Total Tax Rate	**9.9935**	$1,029.33	$1,029.33

Gold Beach ***Potential*** Urban Renewal Projects

- Property Assistance/Redevelopment Opportunity Program: matching grants or loans for rehabilitation of buildings, i.e. façade improvements, remodel, fire/safety compliance, ADA accessibility, etc.

- Small Business/Restaurant Program: Small grants or loans to new businesses to help them get started, or a space lease program during the first year to help new businesses get on their feet.

- Attractive Public Parking: attractive public parking and signage to encourage visitors to park and walk to different areas.

- Signage: A unified signage plan for the city and businesses. Way-finding signs to assist visitors in locating attractions. A Pole Sign Program to assist business owners with removal and replacement of more pedestrian friendly (and visually appealing) signage.

- Sidewalk Program: Grants or loans to assist property owners. Easier walkability could help visitors enjoy our town more.

- Port/Airport Way Bike-Ped Improvements: The Port is the gateway into Gold Beach. The Port road route that connects with Hwy 101 passes through the Port to the jetty and parallels the airport is an untapped resource. The Airport Road gets utilized heavily by locals but is in poor condition. This route could be made into a scenic byway for tourists and bicyclists. It provides excellent beach access. Signage, sidewalk/trail improvements would do a lot to attract more visitors to this area.

- Streetscape Improvements: Streetscape improvements would need to withstand our 90+ mph winds in the winter. Undergrounding utilities as feasible. Consider an incremental plan that could be put forth and small bites made into the project over the life of the UR plan.

- Family Entertainment/Recreation Project: Possibly a cinema and one or two other activities (bowling alley, rec center, etc.) that would provide entertainment opportunities for locals and tourists alike. Private/public partnership opportunity.

- Improvements to the Event Center on the Beach (Fairgrounds): Assistance in capital improvements as this is the primary event facility that provides activities for the economic health of the town.

- Performing Arts Facility: Upgrade this existing facility and make it an asset to the community and a visitor draw. Private/public partnership opportunity.

- Property Acquisition: Acquisition from willing seller for private development. Focus funds on projects that will provide a major attractor for the town.

Gold Beach Urban Renewal Plan
Public Open House

February 26, 2013

Your responses to the following questions will be used to guide further work on Gold Beach's proposed urban renewal plan. This plan is scheduled to be presented to the Gold Beach City Council later this year for their consideration and possible adoption.

1. What components of the draft Urban Renewal Plan do you like (e.g., proposed boundary, financial assumptions, project list, etc.)?

2. What three projects do you feel are most important (e.g., help generate business activity in Gold Beach, be a catalyst for new development or redevelopment; address a long-standing problem, etc.)?

3. Are there other projects that should be considered?

4. Is there any other element of the plan on which you would like to provide input?

5. What more would you like to learn or know about the draft Urban Renewal Plan?

Please leave your completed form with City of Gold Beach staff. Thank you!

Updated information on this project will appear on the City of Gold Beach website at http://www.goldbeachoregon.gov.

GOLD BEACH
Nature's Wild Side

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

Wednesday, March 06, 2013

Dear District Member:

I recently sent you a letter inviting you to an open house at City Hall to discuss urban renewal and its possibilities for Gold Beach. Since you were unable to attend, I would still like to solicit your thoughts and ideas on potential urban renewal projects. At the meeting, we passed out the enclosed potential projects sheet and an input sheet. We feel the success of the urban renewal area will be greater the more input we have from our governmental partners and the community. If you would like to provide input, please return the enclosed form (or email your ideas) no later than Friday, March 22nd so we can pass it along to our consultant. Our next scheduled public meeting is April 9th with the Planning Commission. You are welcome to attend that meeting.

One point of clarification came up at the February 26th Open House. **The impact of urban renewal comes from the growth of assessed values within the urban renewal area, not the entire city**. If the urban renewal area is adopted, the taxing jurisdictions would continue receiving taxes off growth of the remainder of the area outside of urban renewal in the city (approximately 75% of the assessed value in the city is OUTSIDE of the urban renewal area.) The tax increment financing (TIF) is only on the 25% of the total city acreage adopted in the urban renewal plan. If you have questions regarding the TIF please contact me. This was the purpose of the open house—to answer any questions that you may have had.

Sincerely,

Jodi Fritts
City Administrator
jfritts@goldbeachoregon.gov

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.

America's Wild Rivers Coast
101 MILES OF NATURE'S BEST

GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **10 d.**

Council Hearing Date: March 11, 2013

TITLE: Fiscal Year 2013-2014 Budget Calendar

SUMMARY AND BACKGROUND:

It's that time of year again! Attached is the Budget Calendar for this year's budget hearings and related events.

FINANCIAL IMPACT:
Budget for next year!

DOCUMENTS ATTACHED:

- FY 2013-2014 Budget Calendar

REQUESTED MOTION/ACTION:
None at this time, informational only.

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council and Budget Committee members

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

2013-2014 Budget Calendar

DATE	EVENT
Wednesday, March 27th	First legal notice of Budget Committee Hearing on April 11th published in CC Reporter and www.goldbeachoregon.gov
Friday, March 29th	Department directors submit budget recommendations to budget officer
Wednesday, April 3rd	Second legal notice publication in CC Reporter of April 11th Budget Committee hearing
Thursday, April 4th	Copy of proposed budget filed at City Hall, published on website, and distributed to Budget Committee members
Thursday, April 11th	First Hearing of the Budget Committee • Presiding officer elected • Budget officer presents budget message and proposed budget • Public hearing on proposed budget and hearing on State Revenue Sharing funds
Thursday, April 18th and April 25th	Additional budget committee hearings, if needed
Thursday, May 2nd	Final meeting of Budget Committee to review approved changes to budget officer proposed budget and pass a motion recommending a budget for fiscal year 2013-2014 to the City Council, and approving an amount or rate of total property taxes to be certified for collection by Assessor
Wednesday, May 22nd	First published notice in CC Reporter of the Notice of Budget Hearing (City Council) and Financial Summary
Wednesday, May 29th	Second published notice in CC Reporter of the Notice of Budget Hearing (City Council) and Financial Summary
Monday, June 10th	City Council Budget Hearing adopting the FY 2013-2014 budget • Public hearing on the recommended budget and proposed use of State Revenue Sharing funds • Council adopts resolution making appropriations and levying property taxes • Council adopts resolution declaring the City's election to receive State Revenue Sharing funds
Friday, June 28th	Certify property tax levy to County Tax Assessor

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GOLD BEACH CITY COUNCIL
AGENDA REPORT

Agenda Item No. **10. e.**

Council Hearing Date: March 11, 2013

TITLE: Upcoming Meetings and Trainings

SUMMARY AND BACKGROUND:

Several upcoming meetings and trainings:

It's Tsunami March!
Friday, March 22th: Distant Tsunami Response Training-3PM to 6PM, Fairgrounds. Please let me know if you wish to attend we have to RSVP.
Sunday, March 24th: Tsunami Road Show presented by State Office of Emergency Management-11AM to 1PM, Fairgrounds
Monday, March 25th: Presentation of Tsunami Ready certifications to Port Orford and Gold Beach. Port Orford-11AM, Gold Beach-2PM. We have been asked to attend Port Orford's celebration and visa-versa.

Urban Renewal:
Tuesday, April 9th: Plan hearing before the Planning Commission, 6:30PM
Monday, April 22nd: Plan hearing and possible adoption by URA/CC, 6:30PM

Budget: see previous agenda item report

FINANCIAL IMPACT:
None

DOCUMENTS ATTACHED:
- Distant Tsunami Response Training flyer

REQUESTED MOTION/ACTION:
None at this time but if you wish to attend please let us know

COPY OF REPORT AND ATTACHMENTS SENT TO:
Council

Distant Tsunami Response Training

Date: March 22, 2013
Location: Gold Beach Event Center
Address: 29392 Ellensburg (Hwy 101), Gold Beach, Oregon 974445
Time: 3:00 pm to 6:00 pm

Sponsored by Oregon Office of Emergency Management and Curry County Office of Emergency Mangement

Who should attend this workshop?
Anyone in your county that is involved in decision-making during a distant tsunami event: warning point coordinators, public officials, school administrators, first responders and public information officers. It is important to bring together as many of those who will need this updated information and will play a role in the next distant tsunami response effort.

What will be involved in the training?
Participants will be introduced to the new guidelines, best practices and decision-making processes developed by the Distant Tsunami Working Group. Material will be presented to participants who will have opportunities to practice the new decision-making processes.

To register and for more information contact:

Don Kendall
Curry County Sheriff's Office
Emergency Services Coordinator
541-247-3208
kendalld@co.curry.or.us