



**APPROVED MINUTES**  
**February 14, 2011**  
**CITY COUNCIL MEETING**

**Call to order:            Time: 6:30PM**

- 1.     The pledge of allegiance**
- 2.     Roll Call:**

	Present	Absent
Mayor James Wernicke	<b>X</b>	
Council Position #1 Jeff Crook	<b>X</b>	
Council Position #2 Larry Brennan	<b>X</b>	
Council Position #3 Brice Gregory		<b>X</b>
Council Position #4 Doug Brand	<b>X</b>	
Council Position #5 Tamie Kaufman	<b>X</b>	
City Administrator Ellen Barnes	<b>X</b>	
Student Liaison Alayna Brand	<b>X</b>	

- 3.     Special Orders of Business:**

The Mayor received two Citizen Comment from the Audience forms. Both addressed Urban Renewal issues, which was on the agenda later under Miscellaneous items. The Mayor said the citizens could speak at the same time since they wished to address Urban Renewal.

Police Chief, PJ Janik, presented Officer Jeff Wood with Corporal stripes and promoted him to that position. Janik said he “threw down a challenge” to his officers last year and told them the first officer to receive their Intermediate certificate would be promoted. Wood completed not only his Intermediate but also his Advanced certification. Everyone congratulated Wood.

- 4.     Consent Calendar**

Bills payable January, 2011  
 October 12, 2010 City Council minutes  
 2<sup>nd</sup> quarter FY 2010-11 financial statements

City Administrator Ellen Barnes presented the second quarter financial statements. She said the good news is we are “very financially stable.” Barnes explained the data she was presenting was for the quarter ending December 31, 2010, which would be the half year mark. She started with the General fund revenues: property taxes are at 88% collected to date. She said revenues were tracking well. Barnes noted that later in the meeting the council would be discussing a supplemental budget. She pointed out the planning fees line item and the offsetting expense line. The municipal court revenue at half year is already at 89% of revenue. Barnes said the council might

want to take a closer look at this line item. She said the revenue should be dedicated to a specific purpose such as sidewalks, improvements along Hwy 101, Parks & Recreation, a rainy day fund, or Emergency Management. Overall, midyear, the General fund is at 76% of revenue budgeted. Expenditures are all at or lower than the 50% mark, which is where we should be at midyear. Barnes said she is not seeing anything that is disturbing on any level but that she also wanted the council to see the figures.

Barnes briefly explained the purpose of the unappropriated ending fund balance. She pointed out the months of July through October that showed an excess of expenses over revenues. November the property taxes are received which equalizes the revenues/expenditure ratio. The unappropriated balance that is carried into the new year is meant to get the city through those July-October months before tax revenue is received.

Barnes also pointed out the difference between the beginning fund balance of \$418K and the \$232K unappropriated fund balance. As a government entity, we should have those figures as close to zero in difference as possible. She says the difference is telling us that we have more revenues than we have expenditures, which is not necessarily a good thing. She said it's a "good" problem, but still a problem. We shouldn't be making money, rather, revenues should be matching expenditures.

The Promo fund was discussed next. The fund is currently at 63% of projected revenue. Barnes said overall Transient Room Tax is declining though. There is a downward trend. It's not steep but it is consistently going down. She said receipts are down about 3% over last year. Barnes said the Visitor Center loan was paid off in December which lowered the ending fund balance but that was a strategic budget move that was made because of the interest rate on the loan vs. savings interest.

Barnes discussed the State Revenue Sharing fund. She said the revenue is in the red at this point but that is due to the nature of the receipt of the funds from the state. The money is expected from the state, but it comes when it comes.

The Hunter Creek Heights water fund will also be paying off their loan this year. Any excess revenue will be moved into the Water Reserve fund.

Barnes moved on to the Water and Sewer Utility funds. The Water fund is at 50% of revenues, expenditures are at about 30%. Overall the fund is very stable. Regarding the Sewer fund, Barnes had the council recall the presentation of the sewer rate study last month. She said, as it was pointed out by the study, currently expenditures are slightly exceeding revenues.

The Mayor felt the "mid-year download" was a good idea not just for the council, but for the community to see that the city is in good shape and finances are being watched. Barnes said this was helpful going into budget season to help "fine tune" the budget for next year. Councilor Tamie Kaufman commented that one of the reasons the city has a healthy beginning fund balance is that just because expenses were budgeted doesn't necessarily mean it was spent—like the federal government does. Barnes pointed out though that there is fine line between too much revenue

and not enough expenditure. The beginning fund balance is not a reserve account or a savings account, so if there is more revenue than expenditure it should be earmarked for a specific purpose—whether that is a rainy day fund, or a project fund. It doesn't have to be expended, but it does need to be identified for a specific purpose. Brief discussion about possible earmarks for any excess revenues such as unfunded PERS liability, unemployment, self-insurance, depreciation of vehicles or other capital assets, or other rainy day savings.

**MOTION:**

**Councilor Doug Brand made a motion to approve the Consent Calendar. Councilor Jeff Crook seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**5. Citizens Comments**

Citizen comments from the audience as presented to the Mayor

Comments reserved for Urban Renewal.

**6. Public Hearing**

- a. Supplemental Budget (see Resolution R1011-24)
- b. Skatepark

Supplemental Budget-CA Barnes gave a brief report on the proposed supplemental budget. The supplemental budget included the following: planning revenues and expenditures, replacement of front office flooring due to mold, IT room improvements, Visitor Center parking lot resurfacing, computer server upgrade and council technology. Barnes explained that most of the supplemental budget expenditures were not new funds but savings realized in medical insurance so this was moving funds previously appropriated. There were no questions or comments from the audience.

**MOTION:**

**Councilor Jeff Crook made a motion to adopt Resolution R1011-24, a resolution adopting a supplemental budget, making and transferring appropriations. Councilor Larry Brennan seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		

Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The Mayor announced the next public hearing, which related to the skatepark. CA Barnes said the public hearing was to solicit input from the public on whether the city should take over the park in order to secure grant funding to finish the skatepark. Barnes explained that if the City fails to secure the state grant funding that the property would revert back to the non-profit skate park group. Barnes said it would be a positive thing for the city since a lot of people use the park and it would help the skatepark group finish the park sooner.

The Mayor noted there was no one that came to the public hearing. Councilor Jeff Crook said it was a “natural extension” of our existing park. He said it made sense. He said a lot of kids would benefit by finishing the park. The Mayor asked about a contract with the non-profit about the upkeep and ownership. Barnes said the city attorney would have to draw up a contract between the city and the group and clearly specify that the group would donate the land but if the grant did not go through that the land would revert back to the skatepark group. The group would still maintain the park but the city would have to be the owners for at least 25 years due to the terms of the grant. Councilor Larry Brennan asked if there had been any dialogue between the skatepark group and the city yet. Barnes said that she has had several conversations with the skatepark and that the City hosted two public hearings earlier in the month for people to discuss the idea. No one attended. No one attended tonight either.

Barnes said if the council wanted to move forward that she would continue with negotiations with the skatepark people. The Mayor recognized audience member Katherine Valentino. Valentino wondered if anyone had conducted any studies, or if the police department had any idea of the amount spent on juvenile delinquency as opposed to the amount of money that wouldn't be spent if the kids had “a skatepark and a decent place to hang out.” Valentino said she would be willing to research on the internet if the council wanted that. She also commented that her grandson was a skater and would utilize the park.

The Mayor recognized Roy Lavender. Lavender said, in principal, he was in support of the skatepark. He was concerned that the council be aware of maintenance and insurance costs that would be required. Barnes said there are maintenance expenditures but it would be like any other city park or facility. Barnes said there wouldn't be liability issues because the State of Oregon has “recreational immunity” which provides immunity to public agencies for park and recreational facilities. Brief discussion about other park maintenance issues.

Councilor Kaufman agreed with Councilor Crook about the park location and extension of Buffington Park. Kaufman said she liked the idea of the public/private partnership. She commented that the Gladys Doll fund several years back was

earmarked for a swimming pool or a skatepark. The city used the funds for something else. This is an opportunity to fulfill Doll's wishes for recreation for kids.

Councilor Doug Brand asked if there were issues regarding environmental regulations. Planning Director, Jodi Fritts, said there were no more regulations than are currently assigned to the property. The ownership does not affect how the rules apply. Fritts commented that the same creek that ran through Buffington Park also runs through this property. She also noted that if conservation were the issue, the City was in a better position to enforce than the non-profit. Barnes agreed that it gave the City control over the environmental issues. She said part of the grant application had specific environmental standards that have to be addressed. Fritts commented that the skatepark had recently received a grant from the Oregon Watershed Enhancement Board (OWEB) for a bioswale on the property.

The Mayor asked Barnes if she would be the person to put the application together. She said that even though no one came to the public hearing she has people approaching her asking the City to finish the park. The Mayor asked Barnes if she needed a motion from the council to proceed. Barnes said yes, she would like a motion to show the official approval to proceed.

Councilor Brand asked if there would be lights afterhours? Fritts said there were regulations for the other parks for daylight to dusk hours so those would apply to the skatepark as well.

The Mayor closed the public hearing at 7:18.

**MOTION:**

**Councilor Tamie Kaufman made a motion to move forward with the skatepark in applying for a grant and doing what we need to with the current ownership to do so. Councilor Doug Brand seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**7. Citizen Requested Agenda Items**

There were no Citizen Requested Agenda Items scheduled.

**8. Public Contracts and Purchasing**

Clean Water State Revolving Fund Wastewater Treatment Plant interim financing loan agreement (see Resolution R1011-25)

CA Barnes said a copy of the loan agreement was included in the council packets. Barnes explained this is the interim financing for the Wastewater Treatment Plant construction. The interim funding would be paid off with the loan from USDA. Barnes explained this was a short term construction loan, approximately 15 months, for 1.1% interest and no other loan fees. Barnes said this was the best loan out there right now. The other offer we had was from Sterling Savings Bank –no less than 4% plus loan origination and other fees. Barnes said it was unusual for DEQ to fund this amount of money. The City was lucky in that DEQ had allocated funds to another jurisdiction that didn't end up using it so they gave it to us.

**MOTION:**

**Councilor Larry Brennan made a motion to approve resolution R1011-25, a resolution authorizing the City Administrator to execute a loan agreement with DEQ for interim financing for the wastewater treatment plant improvement project. Councilor Jeff Crook seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

Councilor Kaufman thanked Barnes for the hard work she had done on securing the funding and for saving the City “a ton of money.”

**9. Ordinances & Resolutions**

- a. R1011-23, CAL/OR Fire Chiefs Mutual Aid agreement resolution
- b. R1011-24, supplemental budget resolution
- c. R1011-25, SRF interim financing resolution
- d. R1011-26, TGM grant application resolution
- e. R1011-27, resolution appointing Municipal Judge
- f. Ordinance 638, retention and disposal of public records

For the Mutual Aid agreement, Barnes said she had brought back the resolution with the information that the council previously requested: Attachment A, which is the equipment that could be exchanged in a MA event; and the participating members of the various agencies. Barnes discussed the concerns that the council had with contract and about the indemnification issue. Barnes said the city attorney reviewed the contract and she did have concerns also. The attorney didn't feel the contract was very well written. Barnes talked with Chief Sharp (from Brookings) and he said six other agencies have already signed the agreement and he wasn't sure what our attorney was getting hung up on.

Barnes said the document is only a Mutual Aid Agreement and the City is not bound to respond when asked—it is voluntary. In that light, it may be better to just go ahead and sign the agreement and if we get into a California event we can deal with it at that time. Barnes felt it was important to “demonstrate our commitment” to other communities in the event of an emergency. General discussion followed on the mutual aid agreement and how and when it would likely be used, especially in the event of a California incident.

**MOTION:**

**Councilor Tamie Kaufman made a motion to approve resolution R1011-23, a resolution approving the terms and conditions of the CAL/OR Fire Chiefs Mutual Aid Agreement. Councilor Jeff Crook seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The next item in the Ordinance & Resolution portion of the meeting was the Supplemental Budget resolution. This resolution was previously addressed. The SRF interim financing resolution was also previously addressed. The next resolution addressed the Transportation Growth Management grant application.

CA Barnes explained this grant proposal. Barnes said she had submitted a pre-application to ODOT and they actually requested that we increase the amount of grant requested from \$25K to \$40K. ODOT and DLCD, the granting agencies, were “thrilled” that Gold Beach was interested in grant funds. The grant would fund an engineering consultant to develop a Transportation System Plan (TSP) for the City.

**MOTION:**

**Councilor Tamie Kaufman made a motion to approve resolution R1011-26, a resolution authorizing the City Administrator to submit a grant application for transportation system planning for improvements along Ellensburg Avenue. Councilor Doug Brand seconded the motion.**

Mayor Wernicke called for discussion or debate. Councilor Crook said this was an important project and anything we can do to improve Hwy 101 would be great. Councilor Brennan asked about the 11% match required for the grant. Barnes said the match could be in actual \$\$ or in-kind services. The 11% would amount to about \$4,000. Most likely that would be in-kind staff time.

The Mayor called for the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

Councilor Kaufman asked Barnes if the consultants could coordinate with Planning, Parks, and the Urban Renewal committees. General discussion on the transportation plan.

The next resolution was for the re-appointment of Municipal Judge, Rod Black. Barnes said this was an annual appointment that is required by the City Code.

**MOTION:**

**Councilor Jeff Crook made a motion to adopt resolution R1011-27, a resolution reappointing Rod Black as City of Gold Beach Municipal Court Judge. Councilor Larry Brennan seconded the motion.**

Mayor Wernicke called for discussion or debate.

The Mayor commented that Judge Black had done an excellent job and in addition to his Judge duties he had found an alternative system for collection of delinquent fines. He said this was very beneficial to the city. The Mayor called for the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The next item was a housekeeping ordinance. CA Barnes said the city attorney identified it last month when we approved a resolution for destruction of certain records. The attorney pointed out that records retention is an administrative function that doesn't need legislative approval. Records retention is governed by state regulations. Barnes said the current city ordinance requires a resolution reviewed by council, staff, and the city attorney. The ordinance before the council would repeal that process and just make it an administrative function. Discussion on how to adopt the ordinance: title only or approve tonight by reading in its entirety.

**MOTION:**

**Councilor Tamie Kaufman made a motion to approve Ordinance 638 by title only: An ordinance repealing Ordinance No. 404 governing retention and disposal of public records of the City of Gold Beach. Councilor Doug Brand seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The second reading will be before the council

10. **Miscellaneous Items (including policy discussions and determinations)**
  - a. Fiscal year 2011-2012 draft Budget Calendar
  - b. Urban Renewal discussion

CA Barnes said this was the basic calendar that the City has followed in the past.

The next item was a discussion on Urban Renewal. The Mayor said there were two citizens that had submitted Citizen Comment forms. The first person was Laurie Brand.

Brand introduced herself and said she was the current Chair of the Urban Renewal Agency (abbreviated as URA hereafter). Brand read a letter into the record regarding questions she had about decisions she felt the council had made about the URA without their involvement. She felt the agency was in "jeopardy" and that she and other members of the agency had been told by the council liaison that their services were no longer needed. She had other concerns and wished to know when those decisions had been made and when the public meeting had occurred when those decisions were made.

The next person to speak was Katherine Valentino, also a member of the URA. Valentino said she was the administrative person for the committee. At the January 27<sup>th</sup> meeting she said she was dismayed to hear their services were no longer needed. Valentino said she was here to urge the council to allow the agency to proceed. She had several reasons why they agency should proceed and listed them for the council. She felt the persons on the agency were qualified and could do the work needed.

Councilor Brennan, liaison to the URA, addressed some of the concerns that had been expressed. Brennan said in the beginning, after the town hall meetings last year, it seemed appropriate to have citizen volunteers work on the urban renewal formation process. Brennan felt at the time the agency was actually formed, that the council did not fully understand the role and responsibilities of the agency, and the amount of staff and council time that was needed for a successful agency. The more time that was spent on researching how an urban renewal agency functions, the more Brennan felt it was appropriate for the council to be the agency rather than a separate body. Brennan clarified that no consultant had been selected or even solicited to put together an urban renewal plan. Brennan read the requirements for

an urban renewal consultant that he received from another city. He felt the large amount of work required would go beyond what could be expected from volunteers and would require a professional in the field. Brennan said the cities of Brookings and Bandon council's function as the URA and the councils make all the decisions in public meetings just like a council meeting. Brennan felt the council should change the structure of the URA and have the council become the agency.

Councilor Doug Brand said according to the workshops they attended, 80% of the Urban Renewal Agencies in Oregon are council operated. The other 20% are independent agencies. Brand said that from what he has read the reason for the council run agencies is that they "have agendas they want to take care of." Brand commented that even though it was 80/20 it still worked and there was no reason why there couldn't be an agency independent of the council. Brand felt since our community was so small an independent agency was good.

General discussion on the pro/con of urban renewal. The Mayor felt that feasibility was the real issue. Before we start talking about the work to be done, it should be determined whether a district was even possible. The Mayor felt a professional was needed to do a feasibility study. More discussion. Brennan said before a study could occur, funds would be needed to pay for it.

CA Barnes offered some clarification. The URA was formed by ordinance, which is a law that says: "this agency exists." She compared the council/agency relationship to that of parent/child. The agency is not a committee or a commission—it is a separate entity from the city. Barnes said the two models for agencies are: council run or citizen agency. Even if the council runs the agency, it is still a separate entity. If the agency is citizen run, it acts similar to a taxing district, such as the port. The council—other than choosing the make-up of the agency, does not control what the agency does as a board. The council has the authority to change the makeup of the agency or dissolve the agency but it has to be by ordinance.

Barnes said that as a separate agency they could only incur debt. They can't have assets or resources, which poses a challenge: how do they develop a plan without resources? City staff and resources are not there to serve the agency—they must have their own. Barnes said that generally most municipalities will have an intergovernmental agreement (IGA) with their URA which will provide seed money to hire a consultant, hire an attorney, and help with staff time. Barnes said that was the stumbling block at this time—we don't have an IGA so it's unclear who is doing what, and who is responsible for what.

Barnes said generally the first step is a feasibility study. This isn't a plan, but a study to see if urban renewal can work in the community. That involves defining blight, defining the problem, a plan to address the problem, and a plan to fund the improvements and service the debt. This process is not the council's responsibility, but the responsibility of the URA. More discussion on the process.

Councilor Tamie Kaufman said she wanted to apologize to the agency members. She said she was not sure what had transpired but she heard from their presentations tonight that they felt hurt. She said the council had not made any decisions to

terminate the agency. Kaufman said her biggest concern with the agency was that we don't have staff time to support it. Kaufman said she felt the best answer was to budget next fiscal year to give the agency some money to decide what they want to do: hire a consultant, hire staff, work with the city to hire someone part-time. Kaufman felt the City should give them the seed money to see what they need to get things done. Discussion on funding options.

Discussion on the difference between feasibility study and actual urban renewal plan. Barnes said she felt there was rushing on both sides and that everyone needed to slow down and take the time to " assess this community and what this community needs".

More discussion on the line of demarcation of responsibilities between the council and the URA. Who is responsible for what and how. Councilor Brennan voiced his concerns again about the level of expertise needed to proceed. More discussion

**MOTION:**

**Councilor Tamie Kaufman made a motion to request the Urban Renewal Agency propose an intergovernmental agency agreement, propose a budget, and for communication purposes, provide the city council with minutes. Initially, no second. Lengthy discussion on funding the agency, taxing districts, responsibilities of the agency and the council, and feasibility study.**

**Councilor Doug Brand asked Kaufman to restate the motion. After clarification, Councilor Brand seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The Mayor then asked about the vacancy on the URA. Fritts said there was one vacancy and that person could live within the Urban Growth Boundary (UGB) rather than within the city limits. Councilor Brennan said the agency permits another council member if a vacancy exists for more than 60 days. The Mayor asked if any other councilors were interested. Councilor Crook volunteered.

**MOTION:**

**Councilor Tamie Kaufman made a motion to appoint Jeff Crook to the Urban Renewal Agency. Councilor Larry Brennan seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	abstain		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

Councilor Brand thanked the members of the URA for their hard work. The Mayor agreed.

#### 11. City Administrator's Report

CA Barnes gave her Administrator's report which covered: Emergency Management Services, Administration, Finance & Planning, Fire Services, Police Services, Public Works, and the Visitor Bureau. The complete report is attached to the minutes.

#### 12. Mayor and Council Member Comments

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

MAYOR: Happy Valentines Day. March 2<sup>nd</sup> the Mayor will be going to Mayor's Day in Salem and will be meeting with our state legislators. The Mayor thanked Police Chief, PJ Janik, for the great work he has done during his tenure. He's done a "helluva" job and the Mayor expressed pride on having met and worked with Janik. Agreement and applause.

CROOK: agreed with the Mayor regarding Chief Janik.

BRENNAN: echoed thanks to Chief Janik.

BRAND: Brand had a statement he wished to read and said it was his own statement and should not be reflective of the city or other councilors. Brand expressed his anger regarding how some locals have been gathering and selling the glass balls that the Visitor Center has been placing and promoting for tourists to visit Gold Beach. He felt this was undermining the promotion committee and their efforts and that by taking the balls the locals were "stealing" from local businesses.

KAUFMAN: Thankful to the council and staff for their hard work, and wished Chief Janik was not leaving.

STUDENT LIASION BRAND: Gave the calendar for upcoming month. Brand said the annual Project Graduation dinner and auction would be held at the fairgrounds on March 5<sup>th</sup>. Brand said the funds go to the Safe and Sober graduation party.

CA Barnes shared a compliment from the Jeff Davis, the principal at the high school, regarding Officer Chris Kinney. He said Kinney was doing a great job with the students at the school regarding issues related to drug use.

**13. Citizens Comments**

There were no additional written citizen comments.

**14. Executive Session**

There was no executive session.

The next regularly scheduled meeting of the Gold Beach City Council will be Monday, March 14, 2011, at 6:30PM in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon

CA Barnes reminded the council that there would be a special meeting on February 28, 2010, at 6:30PM to hear the LUBA remand of the Emerald Pacific subdivision appeal.

**MOTION:**

**Councilor Tamie Kaufman made a motion to adjourn. Councilor Doug Brand seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

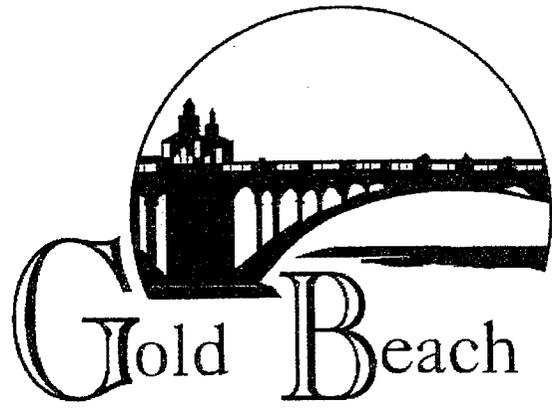
<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**15. Adjourn Time: 9:18PM**

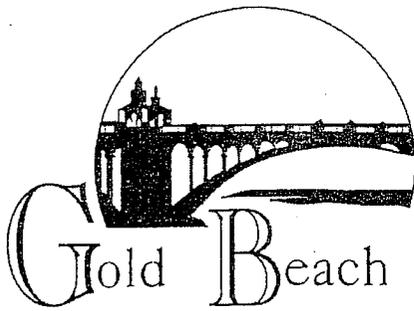
Approved by the Council March 14, 2011

  
\_\_\_\_\_  
Jodi Britts, City Recorder

me



**COUNCIL PACKET**  
**February 14, 2011**



**AGENDA**  
**February 14, 2011**  
**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 James Wernicke		
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 Ellen Barnes		
Student Liaison Alayna Brand		

***\*\*NOTE:** If you would like to address this governing body, please present a completed "Business from the Audience" request to the Mayor at this time. Your request will be added under the **CITIZEN COMMENTS** section of our agenda. Comments and participation from the audience will be limited to 5 minutes without redundancy.*

3.     **Special Orders of Business:**
4.     **Consent Calendar**  
       Bills payable January, 2011  
       October 12, 2010 City Council minutes  
       2<sup>nd</sup> quarter FY 2010-11 financial statements
5.     **Citizens Comments**  
       Citizen comments from the audience as presented to the Mayor
6.     **Public Hearing**
  - a.     Supplemental Budget (see Resolution R1011-24)
  - b.     Skatepark
7.     **Citizen Requested Agenda Items**  
       None scheduled
8.     **Public Contracts and Purchasing**  
       Clean Water State Revolving Fund Wastewater Treatment Plant interim financing loan agreement (see Resolution R1011-25)
9.     **Ordinances & Resolutions**

- a. R1011-23, CAL/OR Fire Chiefs Mutual Aid agreement resolution
  - b. R1011-24, supplemental budget resolution
  - c. R1011-25, SRF interim financing resolution
  - d. R1011-26, TGM grant application resolution
  - e. R1011-27, resolution appointing Municipal Judge
  - f. Ordinance 638, retention and disposal of public records
10. **Miscellaneous Items (including policy discussions and determinations)**
- a. Fiscal year 2011-2012 draft Budget Calendar
11. **City Administrator's Report**
12. **Mayor and Council Member Comments**
- a. Mayor James Wernicke
  - b. Councilors
    - 1) Jeff Crook
    - 2) Larry Brennan
    - 3) Brice Gregory
    - 4) Doug Brand
    - 5) Tamie Kaufman
  - c. Student Liaison, Alayna Brand
13. **Citizens Comments**
- Written requests as presented to the Mayor at the beginning of the meeting
14. **Executive Session**
- None Scheduled

The next regularly scheduled meeting of the Gold Beach City Council is Monday, March 14, 2011, 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

POST: City Hall  
Post Office

EMAILED: Media

[www.goldbeachoregon.gov](http://www.goldbeachoregon.gov)

**JANUARY PAYABLES**  
**TOTAL**

**155,656.89**

G/L Account	Account Description	Debits	Credits
00301	CHECKING ACCT	0.00	155,656.89
10680	RELATED FEES	5,789.00	0.00
10681	LOAN REPAYMENT PRIN 8/1 +2/1	36,634.00	0.00
10685	LOAN REPAYMENT INT 8/1 + 2/1	18,468.00	0.00
	<b>SEWER LINE 101 TOTAL</b>	<b>60,891.00</b>	
12403-06	AFL WITHHOLDINGS	261.31	0.00
12403-07	MISC WITHHOLDINGS	1,182.72	0.00
12403-09	BLUE CROSS WITHHOLDINGS	4,291.48	0.00
12630	AUDIT SERVICES	850.00	0.00
12636	LEGAL SERVICES	3,403.94	0.00
12657	CONTINGENCY	2,230.22	0.00
13610	SUPPLIES/OFFICE/EQUIP/CUSTODIA	483.20	0.00
13614	EQUIPMENT O & M	4,409.24	0.00
13617	TELEPHONE/COMMUNICATIONS	515.90	0.00
13618	DUES/SUBS/FEES/PRINTING/FILING/POSTAGE/FREIGHT	110.75	0.00
13620	TRAVEL/TRAINING/MEETINGS	30.00	0.00
13624	ELECTRICITY	202.27	0.00
13626	UNIFORMS	12.00	0.00
13638	SOLID WASTE	58.83	0.00
13640	CONTRACT SERVICES + ORD COD	214.87	0.00
13651	MISC PD DON EXPS	544.00	0.00
13655	CMI SYSTEM - ALL FEES	77.22	0.00
13671	PATROL OFFICER 304	71.16	0.00
13703	MEDICAL INSURANCE	14,468.68	0.00
13704	LIFE & LTD INSURANCE	212.38	0.00
14614	EQUIPMENT O & M	82.00	0.00
14617	TELEPHONE/COMMUNICATIONS	82.86	0.00
14624	ELECTRICITY	173.62	0.00
14638	SOLID WASTE	58.83	0.00
14704	LIFE INSURANCE	14.05	0.00
15610	COUNCIL OFFICE SUPPLIES	33.49	0.00
15671	MAYOR COMPENSATION	100.00	0.00
15672	COUNCIL COMPENSATION	475.00	0.00
16610	SUPPLIES/OFFICE/EQUIP/CUSTODIA	41.00	0.00
16640	CONTRACT SERVICES+ORD COD	20.00	0.00
17614	EQUIPMENT O & M	191.34	0.00
17638	SOLID WASTE SERVICES	360.52	0.00
18610	SUPPLIES/CUSTODIAL	71.75	0.00
18613	BUILDINGS & GROUNDS	144.70	0.00
18617	COMMUNICATIONS	311.51	0.00
18618	DUES/SUBS/PRINTING/POSTAGE	76.65	0.00
18620	TRAVEL/TRAINING/MEETINGS	222.70	0.00
18624	ELECTRICITY	134.85	0.00
18638	SOLID WASTE SERVICES	58.84	0.00
18673	IT SPECIALIST	200.00	0.00
18703	MED INSURANCE	4,457.86	0.00
18704	LIFE INSURANCE	153.39	0.00
	<b>GENERAL TOTAL</b>	<b>41,095.13</b>	

21403-06	AFL WITHHOLDINGS	8.70	0.00
21403-09	BLUE CROSS WITHHOLDINGS	170.54	0.00
21612	ROCK, OIL, MATERIALS & SERVICE	645.89	0.00
21613	STREET SIGNS & FITTINGS	129.60	0.00
21614	EQUIPMENT O & M	404.89	0.00
21618	DUES/SUBS/FEES/PRINTING/FILING	9.01	0.00
21624	STREET LIGHTING+TRAFFIC LIGHTS	555.25	0.00
21703	MEDICAL INSURANCE	877.06	0.00
	<b>STREETS TOTAL</b>	<b>2,800.94</b>	

22403-09	BLUE CROSS WITHHOLDINGS	668.37	0.00
22610	SUPPLIES/OFF/EQUIP/CUST	102.70	0.00
22611	SYSTEM CONSTRUCTION O&M	1,594.65	0.00
22612	MATERIALS & FITTINGS	349.92	0.00
22613	BUILDING/GROUNDS O & M	202.09	0.00
22614	EQUIPMENT O & M	1,150.30	0.00
22617	TELEPHONE/COMMUNICATIONS	230.02	0.00
22618	DUES/SUBS/FEES/PRINTING/FILING	41.00	0.00
22624	ELECTRICITY	459.77	0.00
22628	SMALL TOOLS & EQUIP	33.25	0.00
22638	SOLID WASTE SERVICES	117.67	0.00
22640	CONTRACT SERVICES+ORD COD	13.20	0.00
22647	OSHA REQUIRED EXPENDITURES	136.87	0.00
22649	MISCELLANEOUS	153.69	0.00
22703	MEDICAL INSURANCE	6,625.16	0.00
22704	LIFE & LTD INSURANCE	58.66	0.00
22913	BUILDING/GROUNDS O&M	35.05	0.00
22914	EQUIPMENT & PLANT O & M	377.62	0.00
22917	TELEPHONE/COMMUNICATIONS	41.40	0.00
22918	DUES/SUBS/FEES/PRINTING/FILING/POSTAGE/FREIGHT	612.41	0.00
22920	TRAVEL & TRAINING	17.00	0.00
22924	ELECTRICITY	3,348.66	0.00
22941	LABORATORY TESTING	200.00	0.00
	<b>WATER TOTAL</b>	<b>16,569.46</b>	

23403-06	AFL WITHHOLDING	30.10	0.00
23403-09	BLUE CROSS WITHHOLDINGS	1,035.38	0.00
23610	SUP/OFF/EQUIP/CUST	312.41	0.00
23611	SEWER/SYSTEM CONSTRUCTION O&M	27.99	0.00
23614	EQUIPMENT O & M	886.22	0.00
23615	PLANT O & M	10.98	0.00
23617	TELEPHONE COMM	220.82	0.00
23618	DUES/SUBS/FEES/PRINTING/FILING/POSTAGE/FREIGHT	68.73	0.00
23619	LABORATORY TESTING	1,164.73	0.00
23620	TRAVEL/TRAINING/MEETINGS	220.00	0.00
23624	ELECTRICITY	5,152.66	0.00
23638	SOLID WASTE SERVICES	117.67	0.00
23640	CONTRACT SERVICES+ORD COD	672.00	0.00
23649	MISCELLANEOUS	153.69	0.00
23703	MEDICAL INSURANCE	4,027.76	0.00
23704	LIFE & LTD INSURANCE	71.91	0.00
	<b>SEWER TOTAL</b>	<b>14,173.05</b>	

24403-09	BLUE CROSS WITHHOLDINGS	28.56	0.00
24610	VC OPERATING EXP/SUPPLIES/EQUIP	1,810.45	0.00
24612	DIRECT MARKETING (INCLUDING PROMOTIONAL ITEMS)	832.46	0.00
24616	POSTAGE	34.76	0.00
24620	TRADE SHOWS AND FAIRS	1,077.33	0.00
24641	PROFESSIONAL SERVICES	413.00	0.00
24643	PRINT MEDIA	776.09	0.00
24644	OUTDOOR/BUS ADVERTISING	700.00	0.00
24649	MISCELLANEOUS	33.99	0.00
24658	VC BUILDING & GROUNDS	117.68	0.00
24680	VISITOR CENTER PAYMENT	69.51	0.00
24703	MEDICAL INSURANCE	2,010.96	0.00
24704	LIFE & L.T.D. INSURANCE	36.48	0.00
	<b>PROMO TOTAL</b>	<b>7,941.27</b>	
74664	PROJECT START UP COSTS FOR STP	6,542.50	0.00
92614	VEHICLE/OTHER NON-INSURED LOSS	1,565.00	0.00
93662	BLDG PROJECTS/MAINT/CITY HALL	4,078.54	0.00
155,656.89		155,656.89	



**MINUTES**  
**DRAFT UNTIL APPROVED BY COUNCIL**  
**\*\*TUESDAY, October 12, 2010: 6:30 P.M.\*\***  
**CITY COUNCIL CHAMBERS, CITY HALL**  
**29592 ELLENSBURG AVE**  
**GOLD BEACH OR 97444**

**CONSENT CALENDAR**  
**October 12, 2010 minutes**

Call to order:            Time: 6:27PM

1.     **The pledge of allegiance**

2.     **Roll Call:**

	Present	Absent
Mayor James Wernicke	X	
Council Position #1 Jeff Crook	X	
Council Position #2 Larry Brennan	X	
Council Position #3 Brice Gregory	X	
Council Position #4 Doug Brand	X	
Council Position #5 Tamie Kaufman		X
City Administrator Ellen Barnes	X	
Student Liaison VACANT		

3.     **Special Orders of Business:**

Proclamation: Domestic Violence Awareness Month

Mayor James Wernicke read the Domestic Violence Awareness Month Proclamation into the record.

4.     **Consent Calendar**

Bills Payable for prior months

City Administrator Ellen Barnes explained this was a listing of the bills that had been paid for July, August, and September.

**MOTION:**

**Councilor Larry Brennan made a motion to approve the Consent Calendar. Councilor Brice Gregory seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		

<b>MOTION CARRIED UNANIMOUSLY</b>			
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5. **Citizens Comments**

Citizen comments from the audience as presented to the Mayor

There were no citizen comments from the audience.

6. **Public Hearing**

There are no public hearings scheduled

There were no public hearings for this meeting.

7. **Citizen Requested Agenda Items**

Frank Burris, OSU Extension Agent

Request for Council approved firing range for 4-H archery club

OSU Extension Agent, Frank Burris gave a brief history of his background. He belonged to the shooting club at his high school and eventually received a scholarship to attend University of Alaska as a member of the shooting team. He feels the 4-H club is important for local youth. He is a strong advocate of youth and the 4-H program. Burris explained the shooting sports program in Curry County had been around since March of 2009. He introduced the local leaders and the students that comprised the club.

Burris said it had come to their attention recently that the club was actually in violation of city ordinance. They currently shoot bow and arrows in the small livestock pavilion at the fairgrounds and have been there since the club started. Burris said he was notified that shooting in the city limits was prohibited. He was before the council to ask their permission to allow the 4-H Shoot Gold Archery Club to continue to shoot within the livestock pavilion. Burris said in his letter that was included in the Council packet, he had made an attempt at resolution language for the council to use.

The Mayor asked if anyone had any questions for Burris or anyone else. Councilor Doug Brand asked Police Chief, PJ Janik if he had any objections to the proposal. Janik said he did not.

**MOTION:**

**Councilor Larry Brennan made a motion to designate the livestock pavilion at the Curry County Fairgrounds as an approved firing range for bows and arrows and pellet guns under the direct supervision of 4-H shooting sports trained instructors and club leaders for the exclusive use of the Shoot Gold 4-H club and its members. Councilor Brice Gregory seconded the motion.**

Mayor Wernicke called for discussion or debate. Councilor Brand asked if the county and the fairgrounds had "signed off" on the use? CA Barnes responded that as far as allowing the exception under the city policy, it was within the authority of the council

to permit the use. However, it was up to the 4-H group to get individual permission from the county. If the resolution were approved it would only allow the archery club to shoot within city limits within the designated areas. Barnes said the council could approve the use at this meeting and follow up the approval with a formal motion at the next council meeting.

The Mayor asked if there were any further questions. Councilor Jeff Crook stated he read the section of the ordinance related to the discharge of weapons. He felt it was vague and probably should be more specific. He said down the road he felt it should be fixed.

General discussion with Burris about membership and who is permitted to shoot.

Brand asked Barnes why the club had to come to the city for permission if the fairgrounds belonged to the county. Barnes explained that they needed permission from both parties. The county: to allow the shooting on their property, and the city: to allow discharge of a weapon(s) within city limits. She stated the city is not granting use of the facility, only to allow the club to discharge weapons within the city limits in a particular location.

More discussion with Burris about the club. Councilor Crook said his son is a member of the club and the instructors are "top notch." He said the instructors are very responsible.

The Mayor asked if there was any further debate. Hearing none he called for the question.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

The Mayor thanked Burris and the club members for coming to the meeting. The council requested CA Barnes to prepare a resolution for the next meeting.

**MOTION:**

**Councilor Jeff Crook made a motion to ask the City Administrator to draft a resolution for Shoot Gold to shoot at the county facilities.**

**Councilor Larry Brennan seconded the motion.**

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		

Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**8. Public Contracts and Purchasing**

CA Barnes pointed out in the supplemental packet the Caselle software proposal. Barnes explained that the city had issued a Request for Proposals for new fund accounting software and utility billing software. Barnes said the RFP process ended on Monday and the proposal in the packet is the software vendor that staff recommends.

Councilor Jeff Crook asked about additional licensing fees in the future. Barnes explained the proposal in the packet included conversion, staff training, upgrades, and support. The proposal does not include hardware upgrades that will be required to run the new software. Barnes explained new servers would be required to isolate the financial data from other city software/data.

Mayor Wernicke asked what the Utility Electronic Reading Interface was in the proposal. City Recorder, Jodi Fritts, explained its the interface between the electronic meter read hardware that the Public Works meter reader uses and the billing software.

Councilor Larry Brennan asked if this would save staff time. CA Barnes said this would greatly increase staff efficiency. The new system will allow greater use of existing data and analysis of data. Barnes said this is same accounting software used by Curry County and the City of Brookings. Fritts explained that current software is not designed for government accounting and it takes a lot of handwork to get the program to perform necessary calculations. Barnes offered a timely example of how the new software would increase efficiency: the data needed for the current sewer rate study was not easily extractable from the software. It was necessary to have a temporary worker come in and manually print each of the 800+ sewer customers billing histories for the last year. The program was not able to generate a report with the data the sewer rate study folks needed. Barnes also said the new software will allow us to chart usage right on the customer bill similar to the Coos-Curry Electric Cooperative bill. Fritts said it the new software would be an expense up front, but in the long run it will help with staff time and allow the city greater access to our data in real time.

Councilor Brice Gregory asked how long the training would be. Fritts said it would be one week.

Barnes pointed out the proposal was \$18,000 more than the budgeted \$30,000 for the software upgrade. She said this was the lowest bid and the next bid was actually \$30,000 more than Caselle. Discussion on the software budgeted. Barnes said there was savings the city will realize this fiscal year in other areas of the budget so overage on the software can be absorbed.

General discussion on hardware requirements and server redundancy.

Councilor Crook asked if it would help with the County and Brookings running the same software. Fritts said it would be good because currently there is no one else that runs the software the city runs so there is no one to call for help. It will be nice having neighbors close that can be called and bounce things off them. In an emergency we could call the neighbors to get into our system if something happened to our staff. More general discussion.

Discussion about the Municipal Court module and its capabilities.

Councilor Crook asked if there were security features in this software that we don't currently have. Fritts said yes, and that each module will be security specific by user. Such as: view only, view and edit, administrator, etc. Barnes said from a risk management perspective we will have greater control over our data.

Councilor Brennan asked if Barnes could clarify why it won't be a concern about being over budget and if we could proceed with the acquiring the software without doing anything additional to the adopted budget. Barnes explained it would require a supplemental budget but there are cost savings that are substantial in other areas—it would be a matter of redistributing already budgeted funds.

The Mayor asked Barnes what she would like from the Council. Barnes said she would like a motion to go ahead with the Caselle software. Barnes said this is the time to go ahead with the transition.

**MOTION:**

**Councilor Jeff Crook made a motion to move forward with the Caselle Clarity software and the services proposal. Councilor Doug Brand seconded the motion**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**9. Ordinances & Resolutions**

- a. Resolution R 1011-07, a resolution authorizing the issuance of wastewater revenue bonds for a total not to exceed \$4,158,000 to finance improvements to the wastewater treatment plant

CA Barnes explained the process for the revenue bonds. Barnes said if the council approved the resolution a 60-day clock would start ticking which will allow the public to comment on the bond proposal. The City will issue a public notice to allow

time for objections. After the 60 days the matter will come back before the council. If there are no objections after 60 days then the council can approve authorization for the bond. That gives the green light to go to bid on the project. If there are objections than we have to have a public hearing to hear the objections and then the council will have to decide how to proceed.

**MOTION:**

**Councilor Larry Brennan made a motion to approve resolution R1011-07, a resolution of the City of Gold Beach, Curry County, Oregon, authorizing the issuance of wastewater revenue bonds for a total of not to exceed \$4,158,000, and providing for publication of notice. Councilor Doug Brand seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

- b. Resolution R 1011-08 a resolution authorizing the City Administrator to apply for a Safe Routes to Schools grant for sidewalk improvements to upper Third Street (information attached)

CA Barnes explained this is a grant opportunity through the Federal Department of Transportation administered through the Oregon Department of Transportation. The grant has no matching requirements and can fund 100% of the project. Minimum amount, since it is a federal grant, is \$200,000 not to exceed \$500,000. Staff is proposing to put sidewalks on upper Third Street near the library. Students walking or biking to school utilize this area. The grant requires the project must be located within 2 miles of the elementary school, specifically for travel to and from the school.

Councilor Gregory said he thought this had been budgeted in the city budget this fiscal year. Barnes agreed and said the amount was designated for match to any grant we might apply for. Barnes said in order to apply; the project has to be "shovel ready" by 2012. She said the city engineers, Dyer Partnership, has already completed preliminary work on the project. Their recommendation is to partially relocate a portion of Third Street and straighten the road to make it safer. Barnes explained the plan is not to remove any trees since the trees are holding the bank in place. General discussion on sidewalk plan and grant.

Barnes also explained that since federal dollars are involved that will kick in federal requirements such as environmental studies up front, and the project will be subject to prevailing wage (Davis-Bacon) requirements. These federal requirements will

drive up the cost of the project so the \$200,000 minimum probably won't be hard to reach. She also explained the City will not be eligible to administer the grant and we will have to have ODOT do that at a cost of at least \$10,000.

Barnes said the school district and the library district are interested in the project. Staff has met preliminarily with the school district already. Councilor Brennan said this was a project the city has been trying to get going for sometime and if the federal grant could make it happen that was good. Councilor Crook said he walks the area all the time and it is a safety hazard. He said the area is dangerous and he would like to see the sidewalks installed. Councilor Brand said he noted in the application that other items could be rolled into the proposal such as shelters. General discussion on other projects that could be added to the proposal.

The Mayor asked what the timeline was for submission. Barnes said the Notice of Intent had to be submitted by November 16. Barnes said there is actually a step before that with ODOT. We have to identify the project with ODOT and they will give us the initial yes, no, or maybe to apply. General discussion on the application process. Barnes said support from the parents and community will be important in the grant application.

**MOTION:**

**Councilor Jeff Crook made a motion to adopt resolution R1011-08, a resolution authorizing the city administrator to apply to ODOT for a safe routes to schools (SRTS) grant. (Crook read resolution into the record). Councilor Larry Brennan seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

**10. Miscellaneous Items (including policy discussions and determinations)**

- a. Safe Routes to School (SRTS) grant information

This item was discussed earlier in the Ordinances and Resolutions portion of the meeting.

- b. Discussion regarding letter from County Assessor Jim Kolen

CA Barnes directed the council to their packets and a letter from County Assessor Jim Kolen. Barnes explained that the Assessor was notifying local taxing districts that the previously projected tax rate increase of 3% would actually be closer to 2.3%.

Barnes said the impact to the city would be approximately \$3000 less than estimated previously by the Assessor.

The Mayor asked Barnes about the second issue in the letter about the local cable tax. Barnes said she needed to clarify that issue with the County Treasurer. Barnes said after discussion with Kolen, she didn't think this impacted the city that much.

Barnes said this was more of an informational item and a wait and see. General discussion on possible impacts.

c. Discussion: draft Administrative & Personnel policies

CA Barnes explained that staff has spent a significant amount of time going through resolutions of the last 20 years to determine what city policies were actually in effect. A separate booklet of the found and cataloged policies, with a brief memo from the City Recorder, had been provided to the council.

Barnes said the draft administrative and personnel policies in their packets should be compared with the existing policies. She asked that the council compare the two and decide if any of the old ones should be kept within the proposed draft policies.

Barnes went to her office and returned with a large binder that contained the new police policy manual. She said she just received the manual that day and that the manual would be coming before the council for their review and approval. She said that the police policies would have to be compared with the rest of the city policies to ensure they are compatible and are not in conflict. Discussion about the difference between the police union members and non-union city employees and how policy applies to both. Barnes said it was important to ensure that all employees were treated equally. Barnes said it had taken Police Chief Janik over a year to compile the new policy manual.

Councilor Brennan said he had read the draft policies and he felt compared with the hodge-podge of the old policies that the new policies were more relevant and current and should be utilized immediately. General discussion on old policies.

Barnes also said there were serious omissions in the policies, for example: social networking media. The topic may seem tame, however, the legal ramifications are tremendous for public entities. General discussion on social networking media.

Councilor Brennan asked Barnes what was needed from the council to move the policies forward. Barnes said what she needed from the council was for them to go through the current policies and let her know what they wanted to keep. Barnes said as she heard from the council members should would incorporate their suggestions into her draft.

General discussion on old policies found (or lost) and future proposed policies such as financial policies and a salary structure. How policies apply to employees, council and committee members.

- d. Discussion: current city policies

This item was discussed as part of item (c) draft Administrative & Personnel policies

- e. Financial Statements

Financial statements for the month ending July 2010. City Recorder Fritts explained that she would have the first quarter financial statements ready for the next council meeting.

#### **11. City Administrator's Report**

CA Barnes gave her Administrator's report which covered: Emergency Management Services, Administration, Finance & Planning, Fire Services, Police Services, and the Visitor Bureau. The complete report is attached to the minutes.

#### **12. Mayor and Council Member Comments**

- a. Mayor James Wernicke

The Mayor thanked the City Administrator, Police Chief and Recorder for their hard work.

- b. Councilors
  - 1) Jeff Crook

Echoed the Mayor's comments and thanked the Council and Mayor for their volunteer work and the amount of time they spend on city matters.

- 2) Larry Brennan

Brennan thanked the staff for their organization of materials presented at meetings.

- 3) Brice Gregory

Thanked everyone for their support during his recent medical crisis and stated he would be gone for the next few meetings.

- 4) Doug Brand

Ditto

- 5) Tamie Kaufman

Absent

- c. Student Liaison

Vacant

#### **13. Citizens Comments**

Written requests as presented to the Mayor at the beginning of the meeting

There were no citizen comments.

#### **14. Executive Session**

None Scheduled

There was no executive session.

**MOTION:**

**Councilor Doug Brand made a motion to adjourn. Councilor Larry Brennan seconded the motion.**

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

<b>Record of Vote</b>	<i>Ayes</i>	<i>Nays</i>	<i>Abstain</i>
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	X		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	absent		
<b>MOTION CARRIED UNANIMOUSLY</b>			

15. Adjourn Time: 7:57PM

City of Gold Beach  
 Curry County, Oregon

**STERLING  
 MONEY MARKET SAVINGS**

QUARTER ENDING DECEMBER 31, 2010

<i>FUND:</i>	OCTOBER	NOVEMBER	DECEMBER
10302 SL 101 STERLING SAVINGS	154,593.93	154,625.65	54,648.26
12302 GEN FUND SAVINGS STERLING	134,922.10	124,393.87	12,241.97
12306 PARK HOME DEP STERLING SAVINGS	591.88	592.00	592.25
13302 PD DONATIONS STERLING SAVINGS	(155.32)	(155.25)	(155.25)
16302 MUNI COURT STERLING SAVINGS	29,027.56	34,173.75	16,337.48
21302 STREETS STERLING SAVINGS	140,418.88	140,447.69	40,464.43
21303 STREETS SDC NR STERLING SAVINGS	15,597.45	15,608.36	15,630.38
21304 STREETS SDC RESTRICTED STERLING SAVINGS	37,590.00	37,590.00	37,590.00
22302 WATER SAVINGS STERLING	371,738.00	371,814.28	271,326.52
22308 WATER DEPOSITS STERLING SAVINGS	54,122.55	54,133.66	54,756.31
23302 SEWER SAVINGS STERLING	376,187.78	376,264.97	176,337.92
24302 PROMO SAVINGS STERLING	135,247.88	121,762.11	21,771.12
26302 HCH/EM HILLS STERLING SAVINGS	19,464.84	19,468.83	9,472.75
26303 HCH RE IMB STERLING SAVINGS	249.02	249.07	249.17
26304 EH RE IMB STERLING SAVINGS	21.70	21.70	21.71
51302 SRS STERLING SAVINGS	27,492.10	27,497.74	7,500.84
54302 SCA STERLING SAVINGS	28,440.94	28,446.78	8,450.28
63302 STP STERLING SAVINGS	59,978.42	59,990.73	9,994.86
64302 WATER RESERVE SAVINGS STERLING	76,891.95	76,907.73	6,910.59
74302 SEWER RESERVE SAVINGS STERLING	374,786.21	374,863.11	74,894.09
74305 SR SDC RESTRICTED STERLING SAVINGS	228,306.19	228,353.04	28,364.77
92302 UNINSURED LOSSES STERLING SAVINGS	59,345.72	54,988.00	4,990.06
93302 CITY HALL BRF STERLING SAVINGS	146,381.15	201,455.89	83,497.88
93303 PW SHOPS BRF STERLING SAVINGS	115,995.56	116,019.36	116,067.38
93308 VIS CTR BRF STERLING SAVINGS	0.00	0.00	18,000.00
94302 FIRE TRUCK RESERVE STERLING SAVINGS	138,435.03	161,762.42	52,784.18
<b>TOTAL CASH IN MONEY MARKET</b>	<b>2,725,671.52</b>	<b>2,781,275.49</b>	<b>1,122,739.95</b>

City of Gold Beach  
Curry County, Oregon

UMPQUA  
MONEY MARKET SAVINGS

QUARTER ENDING DECEMBER 31, 2010

<u>FUND</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>
10304 SEW LINE SAVINGS UMPQUA	100,083.10	100,153.30	213,843.93
12303 GEN FUND SAVINGS UMPQUA	100,083.10	100,153.30	626,818.26
16303 MUNI UMPQUA SAVINGS	0.00	0.00	30,000.00
21305 STREETS UMPQUA SAVINGS	0.00	0.00	100,521.08
22300 WATER SAVINGS UMPQUA	200,166.50	200,306.89	301,723.66
23306 SEWER SAVINGS UMPQUA	300,249.90	300,460.49	490,283.04
24303 PROMO SAVINGS UMPQUA	75,062.47	75,115.12	100,760.16
26305 HCH/EM WATER LID UMPQUA SAVINGS	0.00	0.00	77,822.50
51303 STATE REV SHARING UMPQUA SAVINGS	0.00	0.00	5,008.33
54303 SCA UMPQUA SAVINGS	0.00	0.00	17,779.33
63305 STP UMPQUA SAVINGS	0.00	0.00	47,883.83
64303 WATER RESERVE SAVINGS UMPQUA	50,041.55	50,076.65	102,626.67
74306 SEWER RESERVE SAVINGS UMPQUA	675,562.87	676,036.69	1,344,122.05
92303 UNINSURED LOSS UMPQUA SAVINGS	0.00	0.00	61,020.83
93307 BRF UMPQUA SAVINGS	0.00	0.00	115,393.95
94303 FIRE TRUCK UMPQUA SAVINGS	0.00	0.00	118,258.03
<b>TOTAL CASH IN MONEY MARKET</b>	<b><u>1,501,249.49</u></b>	<b><u>1,502,302.44</u></b>	<b><u>3,753,865.65</u></b>

City of Gold Beach  
Curry County, Oregon

FINANCIAL STATEMENT  
CERTIFICATES OF DEPOSITS

QUARTER ENDING DECEMBER 31, 2010

<i>FUND:</i>		OCTOBER	NOVEMBER	DECEMBER
10303	SEWER LINE 101 CD	0.00	0.00	0.00
12307	GEN FUND CD	0.00	0.00	0.00
21202	STREET SWEEPER CD	20,000.00	20,000.00	20,000.00
22201	RES REPAINTING-WATER FUND	0.00	0.00	0.00
22309	WATER UTILITY CD	0.00	0.00	0.00
22303	WATER DEPOSITS CD #1	0.00	0.00	0.00
22307	WATER DEPOSITS CD #2	83,356.77	83,356.77	83,356.77
22304	WATER DEPOSITS CD #3	0.00	0.00	0.00
22310	MULTIUSE TRUCK CD WATER 1/2	0.00	0.00	0.00
23304	MULTIUSE TRUCK CD SEWER 1/2	0.00	0.00	0.00
21203	MULTIUSE TRUCK 2-STREETS 10%	0.00	0.00	0.00
22202	MULTIUSE TRUCK 2-WATER 45%	0.00	0.00	0.00
23201	MULTIUSE TRUCK 2-SEWER 45%	0.00	0.00	0.00
23305	SEWER UTILITY CD	0.00	0.00	0.00
24304	PROMO CD	0.00	0.00	0.00
63303	I&I CD	108,115.43	108,115.43	108,115.43
64304	WATER RESERVE CD #1	202,300.07	202,300.07	202,300.07
64305	WATER RESERVE CD #2	0.00	0.00	0.00
74303	DEQ LOAN RES CD	0.00	0.00	0.00
74304	SEWER RESERVE CD	0.00	0.00	0.00
93304	SHOPS BRF CD	0.00	0.00	0.00
93305	CITY HALL BRF CD	54,057.71	0.00	0.00
93306	RESERVOIR REPAINTING	57,660.29	57,660.29	57,660.29
94304	FIRE TRUCK CD #1	118,811.15	118,811.15	118,811.15
94305	FIRE TRUCK CD #2	0.00	0.00	0.00
<b>TOTAL CERTIFICATES OF DEPOSIT</b>		<b>644,301.42</b>	<b>590,243.71</b>	<b>590,243.71</b>

City of Gold Beach  
Curry County, Oregon

STERLING  
CHECKING BY FUND

QUARTER ENDING DECEMBER 31, 2010

<i>FUND:</i>	<i>JULY</i>	<i>AUGUST</i>	<i>AMOUNT</i>
101 SEWER LINE CHECKING	0.00	9,566.51	2,245.13
GEN FUND CHECKING	4,984.51	249,243.47	47,934.50
STATE TAX STREET/CHECKING	3,347.68	5,780.21	(3,610.17)
WATER CHECKING	141,947.25	162,202.67	70,730.20
SEWER CHECKING	111,946.07	121,745.27	29,434.89
PROMO CHECKING	4,081.35	(1,231.68)	(295.43)
HCH/EH WATER PROJECT CHECKING	0.00	0.00	0.00
STATE REVENUE SHARING CHECKING	0.00	0.00	0.00
SPECIAL CITY ALLOTMENT CHECKING	0.00	0.00	0.00
SEWER TREATMENT PLANT CHECKING	0.00	0.00	0.00
WATER INFRASTRUCTURE CHECKING	0.00	0.00	0.00
SEWER RESERVE CHECKING	351,711.54	380,125.46	257,778.37
VEHICLE PHYSICAL DAM CHECKING	0.00	0.00	0.00
BLDG RESERVE FUND CHECK	0.00	0.00	0.00
FIRE TRUCK RESERVE CHECKING	0.00	0.00	0.00
<i>TOTAL CASH IN BANK</i>	<i>618,018.40</i>	<i>927,431.91</i>	<i>404,217.49</i>

City of Gold Beach  
GENERAL FUND

REVENUES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PROPERTY TAXES</u>						
12501	PROPERTY TAXES CURRENT	462,034.00	0.00	288,343.64	113,729.24	402,072.88
12502	PROPERTY TAXES PRIOR YEAR	10,000.00	2,551.77	3,012.05	1,443.49	15,211.61
	TOTAL PROPERTY TAXES	472,034.00	2,551.77	291,355.69	115,172.73	417,284.49
<u>FRANCHISE FEES</u>						
12504	TELEPHONE	20,500.00	0.00	0.00	0.00	0.00
12505	TELEVISION	19,600.00	0.00	0.00	0.00	20,459.83
12507	SOLID WASTE (cash)	14,500.00	1,569.12	1,414.99	1,344.48	7,466.74
12508	STREET LIGHTING	20,400.00	2,475.00	1,775.00	1,775.00	11,125.00
	TOTAL FRANCHISE FEES	75,000.00	4,044.12	3,189.99	3,119.48	39,051.57
<u>FEES AND PERMITS</u>						
12506	TRANSIENT ROOM TAX	60,030.00	9,293.01	3,670.52	2,215.13	42,050.60
12510	LIQUOR LICENSE FEES	1,480.00	0.00	0.00	35.00	485.00
12511	SOCIAL GAMES FEES	270.00	0.00	0.00	0.00	300.00
12513	BUSINESS LICENSE FEES	32,400.00	0.00	450.00	300.00	19,953.85
12548	SIGN PERMITS	375.00	0.00	0.00	0.00	100.00
12545	PLANNING FEES	0.00	0.00	1,000.00	1,000.00	2,250.00
	TOTAL FEES AND PERMITS	94,555.00	9,293.01	5,120.52	3,550.13	65,139.45
<u>INTERGOVERNMENTAL</u>						
12523	CIGARETTE TAX	2,814.00	331.24	555.59	236.73	1,700.82
12524	LIQUOR TAX	29,400.00	4,343.05	0.00	2,428.15	9,213.08
12527	911 PHONE TAX (pass through to CO)	10,479.00	0.00	2,717.74	0.00	5,206.21
12528	DLCD PLANNING GRANT	5,000.00	0.00	0.00	0.00	0.00
	TOTAL INTERGOVERNMENTAL	47,693.00	4,674.29	3,273.33	2,664.88	16,120.11
<u>FINES AND FORFEITURES</u>						
12551	MUNICIPAL COURT FINES	30,000.00	0.00	6,127.00	13,348.00	27,698.00
12553	CO CIRCUIT COURT FINES	2,000.00	102.45	100.79	50.00	898.22
	TOTAL FINES AND FORFEITURES	32,000.00	102.45	6,227.79	13,398.00	28,596.22
<u>MISCELLANEOUS REVENUE</u>						
12546	FIRE SERVICES CONTRACT	77,000.00	0.00	0.00	0.00	0.00
12565	INTEREST EARNED	4,000.00	98.37	106.34	220.19	645.07
12579	MISC REVENUE	3,000.00	50.00	50.00	9,100.13	10,311.04
	TOTAL MISCELLANEOUS REVENUE	84,000.00	148.37	156.34	9,320.32	10,956.11
<u>TRANSFERS INTO GENERAL FUND</u>						
12590-51	STATE REVENUE SHARING	15,000.00	0.00	0.00	15,000.00	15,000.00
12590-21	STREETS INDIRECT	12,526.00	0.00	0.00	12,526.00	12,526.00
12590-63	I&I FUND	2,137.00	0.00	0.00	2,137.00	2,137.00
12590-74	WWTP INDIRECT	38,088.00	0.00	0.00	38,088.00	38,088.00
12590-10	SEWER LINE 101 INDIRECT	1,399.00	0.00	0.00	1,399.00	1,399.00
12590-22	WATER UTILITY INDIRECT	42,376.00	0.00	0.00	42,376.00	42,376.00
12590-23	SEWER UTILITY INDIRECT	53,568.00	0.00	0.00	53,568.00	53,568.00
	TOTAL TRANSFERS INTO GENERAL FUND	165,094.00	0.00	0.00	165,094.00	165,094.00
<u>BEGINNING FUND BALANCE</u>						
12490	BUDGETED BEGINNING FUND BALANCE	418,000.00	478,528.29	478,528.29	478,528.29	522,611.57
	TOTAL GENERAL FUND REVENUES	1,388,376.00	499,342.30	787,851.95	790,847.83	1,264,853.52

City of Gold Beach  
GENERAL FUND

NON-DEPARTMENTAL EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MATERIALS AND SERVICES</u>						
12630	AUDIT SERVICES	30,000.00	1,125.00	7,405.00	3,695.00	13,485.00
12636	LEGAL SERVICES	25,000.00	855.00	3,944.00	987.00	13,225.10
12618	DUES & MEMBERSHIPS	2,500.00	0.00	0.00	50.00	2,314.93
12640	MUNICIPAL CODE SERVICES	3,000.00	0.00	0.00	0.00	100.00
12642	GIS MAPPING FEES	7,200.00	0.00	0.00	0.00	0.00
	TOTAL MATERIALS AND SERVICES	67,700.00	1,980.00	11,349.00	4,732.00	29,125.03
<u>CAPITAL OUTLAY</u>						
12663	FUND ACCOUNTING SOFTWARE	15,000.00	15,000.00	0.00	0.00	15,000.00
	TOTAL CAPITAL OUTLAY	15,000.00	15,000.00	0.00	0.00	15,000.00
<u>CONTINGENCY &amp; RESERVES</u>						
12657	CONTINGENCY	65,000.00	8,687.13	482.70	174.62	9,344.45
	TOTAL CONTINGENCY	65,000.00	8,687.13	482.70	174.62	9,344.45
<u>TRANSFERS OUT TO OTHER FUNDS</u>						
12690-93	TRANSFER TO BUILDING RESERVE FUND	10,000.00	0.00	0.00	10,000.00	10,000.00
12690-92	TRANSFER TO SELF FUND	7,000.00	0.00	0.00	7,000.00	7,000.00
	TOTAL TRANSFERS TO OTHER FUNDS	17,000.00	0.00	0.00	17,000.00	17,000.00
	TOTAL NON-DEPARTMENTAL EXPENDITURES	164,700.00	25,667.13	11,831.70	21,906.62	70,469.48

City of Gold Beach  
GENERAL FUND

CITY COUNCIL EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MATERIALS AND SERVICES</u>						
15671	MAYOR COMPENSATION	1,200.00	100.00	100.00	100.00	600.00
15672	COUNCIL COMPENSATION	5,700.00	475.00	475.00	475.00	2,850.00
15702	WORKERS COMP	30.00	0.00	0.00	0.00	30.00
15620	MAYOR TRAVEL	1,125.00	315.00	0.00	0.00	1,204.70
15621	COUNCIL TRAVEL	5,625.00	1,221.20	(331.50)	85.00	3,351.20
15610	COUNCIL OFFICE SUPPLIES	3,000.00	45.50	547.07	170.73	884.11
15618	DUES/FEES/SUBS/PRINTING/POSTAGE	200.00	0.00	0.00	87.00	87.00
15649	MISCELLANEOUS	100.00	0.00	0.00	0.00	0.00
	TOTAL MATERIALS AND SERVICES	16,980.00	2,156.70	790.57	917.73	9,007.01
	TOTAL CITY COUNCIL EXPENDITURES	16,980.00	2,156.70	790.57	917.73	9,007.01

City of Gold Beach  
GENERAL FUND

CITY MANAGEMENT EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
18674	CITY ADMINISTRATOR	65,000.00	5,416.66	5,416.66	5,416.66	32,499.96
18671	OFFICE SUPPORT SPECIALIST II	29,500.00	2,335.50	2,886.50	2,450.25	14,648.00
18680	ADMINISTRATIVE SERVICES DIRECTOR (50%)	21,120.00	1,672.00	1,672.00	1,672.00	10,032.00
18673	IT SPECIALIST	12,000.00	360.00	0.00	100.00	783.10
18677	OVERTIME	500.00	0.00	0.00	0.00	0.00
18679	OTHER SALARY ADJUSTMENT	200.00	0.00	0.00	0.00	0.00
18701	FICA	9,700.00	0.00	0.00	0.00	0.00
18700	RETIREMENT	14,000.00	1,103.41	0.00	1,676.64	5,015.51
18705	PERS UAL COSTS	9,200.00	645.38	0.00	1,182.92	3,151.38
18702	WORKERS COMP	500.00	0.00	0.00	0.00	500.00
18703	MEDICAL INSURANCE	33,955.00	2,228.93	2,228.93	2,228.93	9,706.67
18704	LIFE/LTD INSURANCE	300.00	32.97	32.97	31.70	97.64
	<b>TOTAL PERSONNEL</b>	<b>195,975.00</b>	<b>13,794.85</b>	<b>12,237.06</b>	<b>14,759.10</b>	<b>76,434.26</b>
<u>MATERIALS AND SERVICES</u>						
18624	ELECTRICITY	4,000.00	7.80	111.58	122.67	549.58
18622	INSURANCE/BONDS	800.00	0.00	0.00	0.00	800.00
18617	COMMUNICATIONS	3,000.00	0.00	101.97	295.40	829.34
18618	DUES/SUBS/PRINTING/POSTAGE	1,500.00	408.79	97.70	190.00	1,674.60
18620	TRAVEL/TRAINING/MEETINGS	4,000.00	1,363.89	149.00	880.08	4,296.08
18613	BUILDINGS & GROUNDS	1,500.00	25.37	0.00	143.85	856.81
18614	EQUIPMENT O&M	2,500.00	35.20	189.38	0.00	544.56
18610	SUPPLIES/CUSTODIAL	7,000.00	252.01	95.37	177.30	3,384.85
18621	TOWING FEES	500.00	0.00	0.00	0.00	0.00
18640	CONTRACT SERVICES	5,000.00	0.00	0.00	565.00	2,435.00
18635	911 TAX (pass through to County dispatch)	16,000.00	0.00	0.00	0.00	0.00
18649	MISCELLANEOUS	500.00	134.30	156.98	7.18	381.94
18626	STREET LIGHT FRANCHISE	20,400.00	2,475.00	1,775.00	1,775.00	11,125.00
18638	SOLID WASTE SERVICES	1,500.00	58.83	58.84	58.83	294.17
	<b>TOTAL MATERIALS AND SERVICES</b>	<b>68,200.00</b>	<b>4,761.19</b>	<b>2,735.82</b>	<b>4,215.31</b>	<b>27,171.93</b>
	<b>TOTAL CITY MANAGEMENT</b>	<b>264,175.00</b>	<b>18,556.04</b>	<b>14,972.88</b>	<b>18,974.41</b>	<b>103,606.19</b>

City of Gold Beach  
GENERAL FUND

MUNICIPAL COURT EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<b>PERSONNEL SERVICES</b>						
16671	MUNI COURT JUDGE	3,000.00	140.00	240.00	100.00	1,880.00
16672	MUNI COURT CLERK	6,480.00	582.00	648.00	912.00	3,798.01
16673	MUNI COURT BAILIFF	1,800.00	0.00	0.00	0.00	0.00
16701	SOCIAL SECURITY FICA	900.00	0.00	0.00	0.00	0.00
16702	WORKERS COMP	50.00	0.00	0.00	0.00	50.00
16704	LIFE & LTD INSURANCE	50.00	0.00	0.00	0.00	0.00
	<b>TOTAL PERSONNEL</b>	<b>12,280.00</b>	<b>722.00</b>	<b>888.00</b>	<b>1,012.00</b>	<b>5,728.01</b>
<b>MATERIALS AND SERVICES</b>						
16610	SUPPLIES/CUSTODIAL	200.00	0.00	0.00	0.00	20.00
16620	TRAVEL/TRAINING/MEETINGS	2,000.00	114.80	0.00	100.00	672.27
16618	DUES/SUBS/PRINTING/POSTAGE	220.00	0.00	0.00	5.00	90.00
16649	MISCELLANEOUS	30.00	0.00	0.00	0.00	0.00
16640	CONTRACT SERVICES	600.00	0.00	98.00	69.00	270.94
16631	CONTEMPT ENFORCEMENT	300.00	0.00	0.00	0.00	0.00
	<b>TOTAL MATERIALS AND SERVICES</b>	<b>3,350.00</b>	<b>114.80</b>	<b>98.00</b>	<b>174.00</b>	<b>1,053.21</b>
	<b>TOTAL MUNICIPAL COURT</b>	<b>15,630.00</b>	<b>836.80</b>	<b>986.00</b>	<b>1,186.00</b>	<b>6,781.22</b>

City of Gold Beach  
GENERAL FUND

POLICE DEPARTMENT EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
13670	POLICE CHIEF 301	55,500.00	4,625.00	4,625.00	4,625.00	27,750.00
13674	SERGEANT 302	49,500.00	4,379.20	4,046.00	4,522.00	26,046.72
13671	PATROL OFFICER 309	36,500.00	6,681.42	5,965.73	6,235.40	28,258.51
13672	PATROL OFFICER 303	40,000.00	4,057.53	3,153.72	3,653.70	21,661.50
13681	PATROL OFFICER 307	37,000.00	0.00	0.00	0.00	4,633.20
13680	PATROL OFFICER 305	37,000.00	3,344.52	3,202.20	3,837.74	20,587.05
13676	OFFICE MANAGER	31,680.00	2,680.48	2,771.86	3,030.77	16,627.35
13677	OVERTIME	5,500.00	1,032.78	863.29	(69.94)	3,166.34
13678	PART TIME	350.00	0.00	0.00	0.00	0.00
13679	SALARY & BENEFIT ADJUSTMENT	500.00	0.00	0.00	0.00	0.00
13701	FICA	21,750.00	1,904.86	1,738.89	1,915.07	10,787.52
13700	RETIREMENT	35,000.00	2,947.98	0.00	4,374.01	13,365.41
13705	PERS UAL COSTS	23,000.00	1,548.90	0.00	2,365.83	6,768.47
13702	WORKERS COMP	13,000.00	0.00	0.00	0.00	13,000.00
13703	MEDICAL INSURANCE	105,559.00	8,385.13	7,234.34	7,234.34	33,843.65
13704	LIFE/LTD INSURANCE	500.00	132.56	103.11	87.09	438.36
<b>TOTAL PERSONNEL</b>		<b>492,339.00</b>	<b>41,720.36</b>	<b>33,704.14</b>	<b>41,811.01</b>	<b>226,934.08</b>
<u>MATERIALS AND SERVICES</u>						
13624	ELECTRICITY	3,000.00	0.00	155.22	171.85	764.97
13622	INSURANCE/BONDS	3,000.00	0.00	0.00	0.00	3,000.00
13617	COMMUNICATIONS	3,500.00	40.00	739.66	261.02	1,985.90
13618	DUES/SUBS/PRINTING/POSTAGE	2,100.00	110.62	164.47	587.32	1,346.27
13620	TRAVEL/TRAINING/MEETINGS	6,000.00	296.12	0.00	1,038.00	1,959.52
13613	BUILDINGS & GROUNDS	600.00	0.00	0.00	0.00	160.00
13614	EQUIPMENT O&M	19,000.00	2,869.19	583.85	954.95	9,191.68
13610	SUPPLIES/CUSTODIAL	7,300.00	0.00	204.62	308.95	572.59
13626	UNIFORMS AND VESTS	5,950.00	0.00	(118.42)	615.00	2,247.48
13640	CONTRACT SERVICES	5,500.00	565.00	0.00	0.00	3,879.00
13650	INVESTIGATIONS	500.00	0.00	0.00	23.72	50.96
13649	MISC EXPENSES	200.00	0.00	0.00	0.00	0.00
13655	CMI SYSTEMS FEES	3,300.00	0.00	141.04	2,004.00	2,218.90
13638	SOLID WASTE SERVICES	1,200.00	58.84	58.83	117.90	353.23
<b>TOTAL MATERIALS AND SERVICES</b>		<b>61,150.00</b>	<b>3,939.77</b>	<b>1,929.27</b>	<b>6,082.71</b>	<b>27,730.50</b>
<b>TOTAL POLICE DEPT EXPENDITURES</b>		<b>553,489.00</b>	<b>45,660.13</b>	<b>35,633.41</b>	<b>47,893.72</b>	<b>254,664.58</b>

City of Gold Beach  
GENERAL FUND

FIRE DEPARTMENT EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
14670	FIRE CHIEF	9,100.00	758.34	758.34	758.34	4,550.04
14671	ASSISTANT FIRE CHIEF	6,700.00	558.34	558.34	558.34	3,350.04
14679	SALARY & BENEFIT ADJUSTMENT	50.00	0.00	0.00	0.00	0.00
14701	SOCIAL SECURITY	1,400.00	100.74	100.74	100.74	604.44
14702	WORKERS COMP	8,000.00	0.00	0.00	0.00	8,000.00
14704	LIFE/LTD INSURANCE	1,500.00	11.89	4.62	420.80	492.67
	TOTAL PERSONNEL SERVICES	26,750.00	1,429.31	1,422.04	1,838.22	16,997.19
<u>MATERIALS AND SERVICES</u>						
14624	ELECTRICITY	2,400.00	0.00	157.87	164.49	786.35
14622	INSURANCE/BONDS	7,000.00	0.00	0.00	0.00	7,000.00
14617	COMMUNICATIONS	4,500.00	45.02	69.58	82.85	401.49
14618	DUES/SUBS/PRINTING/POSTAGE	1,000.00	0.00	0.00	0.00	1.05
14620	TRAVEL/TRAINING/MEETINGS	500.00	0.00	0.00	0.00	120.00
14613	BUILDINGS & GROUNDS	500.00	0.00	0.00	0.00	0.00
14614	EQUIPMENT O&M	8,000.00	16.99	222.66	43.58	4,211.69
14610	SUPPLIES/CUSTODIAL	500.00	0.00	0.00	58.94	58.94
14628	SMALL TOOLS & EQUIPMENT	1,750.00	0.00	0.00	0.00	45.37
14640	CONTRACT SERVICES	5,000.00	0.00	643.75	0.00	643.75
14639	FIRE ASSOCIATION	12,000.00	3,344.50	0.00	1,427.50	4,772.00
14649	MISC EXPENSE	100.00	0.00	0.00	0.00	0.00
14638	SOLID WASTE SERVICES	500.00	58.83	58.83	58.84	294.17
14625	GBWFPD APPROVED FIRE EXPENSES	17,000.00	0.00	0.00	0.00	0.00
	TOTAL MATERIALS AND SERVICES	60,750.00	3,465.34	1,152.69	1,836.20	18,334.81
TOTAL FIRE DEPARTMENT EXPENSES		87,500.00	4,894.65	2,574.73	3,674.42	35,332.00

City of Gold Beach  
GENERAL FUND

PARKS DEPARTMENT EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
17672	PARK HOST	2,500.00	208.34	208.34	208.34	1,250.04
17679	SALARY & BENEFIT ADJUSTMENT	25.00	0.00	0.00	0.00	0.00
17700	RETIREMENT	650.00	0.00	0.00	0.00	0.00
17701	FICA	200.00	15.94	15.94	15.94	95.64
17702	WORKERS COMP	150.00	0.00	0.00	0.00	150.00
TOTAL PERSONNEL		3,525.00	224.28	224.28	224.28	1,495.68
<u>MATERIALS AND SERVICES</u>						
17624	ELECTRICITY	3,500.00	212.72	16.20	219.69	886.23
17622	INSURANCE/BONDS	1,200.00	0.00	0.00	0.00	1,200.00
17618	DUES/SUBS/PRINTING/POSTAGE	250.00	0.00	0.00	0.00	0.00
17613	BUILDINGS & GROUNDS	5,000.00	218.31	80.81	0.00	1,472.64
17614	EQUIPMENT O&M	800.00	57.18	19.41	0.00	350.78
17610	SUPPLIES/CUSTODIAL	3,000.00	0.00	151.14	0.00	151.14
17628	SMALL TOOLS & EQUIPMENT	1,000.00	0.00	0.00	0.00	29.52
17640	CONTRACT SERVICES	200.00	0.00	0.00	0.00	0.00
17623	CONTRACT SERVICES POCKET PARK	400.00	0.00	0.00	0.00	0.00
17625	CONTRACT SERVICES BUFFINGTON PARK	10,300.00	875.00	875.00	875.00	5,250.00
17626	SHED AND MAN HOME	1,000.00	0.00	0.00	0.00	0.00
17638	SOLID WASTE SERVICES	4,000.00	360.52	360.52	360.52	1,802.60
17649	MISC EXPENSES	50.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS AND SERVICES		30,700.00	1,723.73	1,503.08	1,455.21	11,142.91
<u>CAPITAL OUTLAY</u>						
17661	RESURFACE TENNIS COURTS	5,000.00	0.00	0.00	0.00	0.00
17662	REMOVAL OF DANGER TREES	10,000.00	0.00	0.00	0.00	0.00
TOTAL CAPTIAL OUTLAY		15,000.00	0.00	0.00	0.00	0.00
TOTAL PARKS DEPARTMENT EXPENDITURES		49,225.00	1,948.01	1,727.36	1,679.49	12,638.59

City of Gold Beach  
GENERAL FUND

EMERGENCY MANAGEMENT SERVICES EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
11670	EMERGENCY SERVICES DIRECTOR	3,600.00	0.00	0.00	0.00	0.00
11679	SALARY & BENEFIT ADJUSTMENT	50.00	0.00	0.00	0.00	0.00
11701	FICA	300.00	0.00	0.00	0.00	0.00
11702	WORKERS COMP	40.00	0.00	0.00	0.00	40.00
11704	LIFE/LTD INSURANCE	50.00	0.00	0.00	0.00	0.00
	TOTAL PERSONNEL	4,040.00	0.00	0.00	0.00	40.00
<u>MATERIALS AND SERVICES</u>						
11610	SUPPLIES/CUSTODIAL	200.00	0.00	0.00	0.00	0.00
11618	DUES/SUBS/PRINTING/POSTAGE	100.00	0.00	0.00	0.00	0.00
11620	TRAVEL/TRAINING/MEETINGS	200.00	0.00	0.00	0.00	0.00
	TOTAL MATERIALS AND SERVICES	500.00	0.00	0.00	0.00	0.00
	TOTAL EMERGENCY MGT EXPENSES	4,540.00	0.00	0.00	0.00	40.00

City of Gold Beach  
STREET TAX FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>FEES AND PERMITS</u>						
21526	STREET ADDRESSING FEES	200.00	0.00	0.00	0.00	0.00
<u>SYSTEM DEVELOPMENT CHARGES</u>						
21530	STREET SDC NON-RESTRICTED	500.00	0.00	0.00	0.00	0.00
21531	STREET SDC RESTRICTED	16,500.00	0.00	0.00	0.00	0.00
<u>INTERGOVERNMENTAL</u>						
21525	STATE GAS TAX APPORTIONMENT	105,084.00	8,434.19	8,620.63	8,145.62	40,991.95
<u>MISCELLANEOUS REVENUE</u>						
21565	INTEREST	650.00	41.04	39.72	85.84	460.67
21579	MISC REVENUE	200.00	0.00	22.00	0.00	177.00
<u>BEGINNING FUND BALANCE</u>						
		ACTUAL BFB				
21490	BUDGETED BEGINNING FUND BALANCE	175,000.00	215,640.21	215,640.21	215,640.21	21,760.19
TOTAL RESOURCES		<u>298,134.00</u>	<u>224,115.44</u>	<u>224,322.56</u>	<u>223,871.67</u>	<u>63,389.81</u>
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>PERSONNEL SERVICES</u>						
21670	UTILITY WORKER (.50 FTE)	19,795.00	1,683.44	1,673.88	1,759.96	10,193.91
21677	OVERTIME	350.00	0.00	0.00	0.00	0.00
21679	SALARY & BENEFIT ADJUSTMENT	50.00	0.00	0.00	0.00	0.00
21700	RETIREMENT	2,400.00	198.81	0.00	298.22	896.92
21705	PERS UAL COSTS	1,600.00	129.08	0.00	394.31	788.01
21701	FICA	1,514.00	0.00	0.00	0.00	0.00
21702	WORKERS COMP	1,662.00	0.00	0.00	0.00	1,662.00
21703	MEDICAL INSURANCE	8,696.00	438.53	438.53	438.53	2,192.65
21704	LIFE/LTD INSURANCE	45.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL		<u>36,112.00</u>	<u>2,449.86</u>	<u>2,112.41</u>	<u>2,891.02</u>	<u>15,733.49</u>
<u>MATERIALS &amp; SERVICES</u>						
21622	INSURANCE/BONDS	950.00	0.00	0.00	0.00	950.00
21618	DUES/SUBS/PRINTING/POSTAGE	200.00	0.00	0.00	0.00	341.65
21610	OFFICE EQUIPMENT & SUPPLIES	200.00	0.00	0.00	0.00	0.00
21612	ROCK/OIL/MATERIALS & SERVICES	11,300.00	525.00	2,315.76	154.38	4,961.97
21614	EQUIPMENT O&M	10,000.00	146.48	142.78	192.59	3,518.56
21628	SMALL TOOLS & EQUIPMENT	1,000.00	0.00	0.00	0.00	499.98
21613	STREET SIGNS & FITTINGS	2,500.00	0.00	6.50	0.00	192.38
21640	CONTRACT SERVICES	2,000.00	0.00	0.00	0.00	0.00
21620	TRAVEL/TRAINING/MEETINGS	550.00	0.00	0.00	0.00	120.00
21624	STREET LIGHT/TRAFFIC LIGHTS	8,000.00	555.25	608.68	661.54	3,582.96
21629	STREET ADDRESSING	300.00	0.00	0.00	0.00	0.00
21649	MISC EXPENSES	100.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS & SERVICES		<u>37,100.00</u>	<u>1,226.73</u>	<u>3,073.72</u>	<u>1,008.51</u>	<u>14,167.50</u>
<u>CAPITAL OUTLAY</u>						
21661	STREET CONSTRUCTION & REPAIR	22,000.00	2,227.37	930.00	0.00	3,157.37
21667	3RD ST (LIBRARY) SIDEWALK	50,000.00	0.00	0.00	542.50	542.50
TOTAL CAPITAL OUTLAY		<u>72,000.00</u>	<u>2,227.37</u>	<u>930.00</u>	<u>542.50</u>	<u>3,699.87</u>
<u>CONTINGENCY &amp; RESERVES</u>						
21657	CONTINGENCY	60,000.00	0.00	0.00	0.00	0.00
<u>TRANSFERS OUT TO OTHER FUNDS</u>						
21690-12	GENERAL INDIRECT	12,526.00	0.00	0.00	12,526.00	12,526.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
21491	BUDGETED FUND BALANCE	80,396.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS		<u>298,134.00</u>	<u>5,903.96</u>	<u>6,116.13</u>	<u>16,968.03</u>	<u>46,126.86</u>

City of Gold Beach  
COMMUNITY PROMOTION FUND  
REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

	BUDGET	OCTOBER	NOVEMBER	DECEMBER	YTD
<u>REVENUES</u>					
<u>TRANSIENT ROOM TAX</u>					
24506 TRANSIENT ROOM TAX	250,000.00	34,848.95	13,771.90	8,306.41	157,965.24
<u>MISCELLANEOUS REVENUE</u>					
24565 INTEREST	1,200.00	76.35	77.63	54.05	1,095.20
24579 MISC REVENUE	4,400.00	0.00	0.00	0.00	33.70
24507 POSTAGE REIMBURSEMENT	5,000.00	0.00	0.00	0.00	0.00
TOTAL MISC REVENUE	10,600.00	76.35	77.63	54.05	1,128.90
<u>BEGINNING FUND BALANCE</u>					
24490 BUDGETED BEGINNING FUND BALANCE	157,000.00	0.00	0.00	0.00	105,580.03
TOTAL RESOURCES	417,600.00	34,925.30	13,849.53	8,360.46	264,674.17
<u>EXPENDITURES &amp; REQUIREMENTS</u>					
<u>PERSONNEL SERVICES</u>					
24672 EXECUTIVE DIRECTOR	45,000.00	3,750.00	3,750.00	3,750.00	22,500.00
24670 VISITOR CENTER SALARIES	14,000.00	1,302.00	1,209.60	1,268.40	9,635.76
24671 EXECUTIVE ASSISTANT	22,000.00	2,018.94	1,715.34	1,988.58	12,402.06
24679 SALARY & BENEFIT ADJUSTMENT	50.00	0.00	0.00	0.00	0.00
24700 RETIREMENT	8,200.00	715.38	0.00	1,028.26	2,481.26
24705 PERS UAL COSTS	5,500.00	516.30	0.00	788.59	2,342.78
24701 FICA	6,197.00	540.94	510.63	536.03	3,407.16
24702 WORKERS COMP	194.00	0.00	0.00	0.00	194.00
24703 MEDICAL INSURANCE	7,880.00	1,005.48	1,005.48	1,005.48	5,027.40
24704 LIFE/LTD INSURANCE	125.00	18.24	18.24	39.43	112.54
TOTAL PERSONNEL	109,146.00	9,867.28	8,209.29	10,404.77	58,102.96
<u>MARKETING &amp; PROMOTIONAL EXPENSES</u>					
24612 DIRECT MARKETING	17,000.00	269.93	0.00	1,799.20	5,681.90
24618 PRINTED MATERIALS	18,000.00	0.00	3,472.00	0.00	7,160.60
24619 AMBIENT	7,500.00	0.00	0.00	0.00	0.00
24620 TRADE SHOWS AND FAIRS	12,000.00	1,401.27	1,814.02	1,035.17	6,150.94
24639 MAGAZINES	4,000.00	0.00	246.50	0.00	1,231.50
24641 PROFESSIONAL SERVICES	15,000.00	5,097.00	3,085.00	1,895.20	11,682.20
24642 RADIO	5,000.00	0.00	0.00	0.00	1,206.00
24643 PRINT MEDIA	18,000.00	951.40	0.00	259.20	4,716.30
24644 OUTDOOR/BUS ADVERTISING	16,000.00	700.00	700.00	700.00	4,200.00
24647 INTERNET ADVERTISING	15,000.00	0.00	0.00	0.00	0.00
24655 ASSOCIATION DUES	2,000.00	0.00	0.00	640.00	2,640.00
24645 TELEVISION PROMOTION	25,000.00	1,200.00	0.00	0.00	10,340.78
TOTAL MARKETING & PROMOTIONAL	154,500.00	9,619.60	9,317.52	6,328.77	55,012.22
<u>VC OPERATING EXPENSES</u>					
24622 INSURANCE/BONDS	600.00	0.00	0.00	0.00	600.00
24610 VC OPERATING EXPENSES	12,500.00	2,132.31	755.59	1,544.75	7,403.49
24616 POSTAGE	12,000.00	245.70	13.64	336.34	2,479.42
24658 VC BUILDING & GROUNDS	7,000.00	342.67	482.68	808.68	9,866.00
24649 MISC EXPENSES	500.00	0.00	0.00	95.00	179.30
TOTAL VC OPERATING EXPENSES	32,600.00	2,720.68	1,251.91	2,784.77	20,528.21
<u>CONTINGENCY &amp; RESERVES</u>					
24657 CONTINGENCY	20,000.00	0.00	0.00	0.00	0.00
<u>TRANSFERS OUT TO OTHER FUNDS</u>					
24692-93 TRANSFER OUT TO BUILDING RESERVE	7,500.00	0.00	0.00	7,500.00	7,500.00
<u>DEBT SERVICE</u>					
24680 VC PAYMENTS (PAYOFF)	66,251.00	0.00	13,830.00	54,765.61	68,595.61
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>					
24491 BUDGETED ENDING FUND BALANCE	23,603.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS	413,600.00	22,207.56	32,608.72	81,783.92	209,739.00

City of Gold Beach  
SPECIAL REVENUE FUND  
STATE REVENUE SHARING FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>STATE REVENUE SHARING ALLOCATION</u>						
51522	STATE REVENUE SHARING ALLOCATION	16,200.00	0.00	0.00	0.00	3,887.89
<u>MISCELLANEOUS REVENUE</u>						
51565	INTEREST	110.00	5.83	5.64	11.43	39.72
TOTAL REVENUE		<u>16,310.00</u>	<u>5.83</u>	<u>5.64</u>	<u>11.43</u>	<u>3,927.61</u>
<u>BEGINNING FUND BALANCE</u>						
		ACTUAL BFB				
51490	BUDGETED BEGINNING FUND BALANCE	22,088.00	23,581.56	23,581.56	23,581.56	(2,793.66)
TOTAL RESOURCES		<u>38,398.00</u>	<u>23,587.39</u>	<u>23,587.20</u>	<u>23,592.99</u>	<u>1,133.95</u>
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>TRANSFERS OUT TO OTHER FUNDS</u>						
51690-12	TRANSFER TO GENERAL FUND	15,000.00	0.00	0.00	15,000.00	15,000.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
51491	BUDGETED ENDING FUND BALANCE	23,398.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS		<u>38,398.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>15,000.00</u>

SPECIAL REVENUE FUND  
SMALL CITY ALLOTMENT FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>	<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MISCELLANEOUS REVENUE</u>					
54565 INTEREST	50.00	6.03	5.84	11.83	43.96
TOTAL REVENUE	<u>50.00</u>	<u>6.03</u>	<u>5.84</u>	<u>11.83</u>	<u>43.96</u>
<u>BEGINNING FUND BALANCE</u>					
		<u>ACTUAL BFB</u>			
54490 BUDGETED BEGINNING FUND BALANCE	28,380.00	28,414.65	28,414.65	28,414.65	(22,070.46)
TOTAL RESOURCES	<u>28,430.00</u>	<u>28,420.68</u>	<u>28,420.49</u>	<u>28,426.48</u>	<u>(22,026.50)</u>
<u>EXPENDITURES &amp; REQUIREMENTS</u>					
<u>CAPITAL OUTLAY</u>					
54661 THIRD ST SIDEWALK	20,000.00	0.00	0.00	0.00	0.00
<u>TRANSFERS OUT TO OTHER FUNDS</u>					
54691-12 TRANSFER TO GENERAL INDIRECT	2,229.00	0.00	0.00	2,229.00	2,229.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>					
54491 BUDGETED ENDING FUND BALANCE	6,201.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS	<u>28,430.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,229.00</u>	<u>2,229.00</u>

City of Gold Beach  
CAPITAL PROJECTS FUND  
I & I CORRECTION FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>	<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MISCELLANEOUS REVENUE</u>					
63565 INTEREST	225.00	12.72	12.31	24.96	92.71
TOTAL REVENUE	<u>225.00</u>	<u>12.72</u>	<u>12.31</u>	<u>24.96</u>	<u>92.71</u>
<u>BEGINNING FUND BALANCE</u>					
		<u>ACTUAL BFB</u>			
63490 BUDGETED BEGINNING FUND BALANCE	165,350.00	168,038.41	168,038.41	168,038.41	(1,473.52)
TOTAL RESOURCES	<u>165,575.00</u>	<u>168,051.13</u>	<u>168,050.72</u>	<u>168,063.37</u>	<u>(1,380.81)</u>
<u>EXPENDITURES &amp; REQUIREMENTS</u>					
<u>MATERIALS &amp; SERVICES</u>					
63649 MISC EXPENSES	50.00	0.00	0.00	0.00	0.00
<u>CAPITAL OUTLAY</u>					
63666 I & I CORRECTION	15,000.00	0.00	0.00	0.00	0.00
<u>TRANSFERS OUT TO OTHER FUNDS</u>					
63690-12 TRANSFER TO GENERAL INDIRECT	2,137.00	0.00	0.00	2,137.00	2,137.00
<u>CONTINGENCY</u>					
63657 CONTINGENCY	20,000.00	0.00	0.00	0.00	0.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>					
63491 BUDGETED ENDING FUND BALANCE	128,388.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS	<u>165,575.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,137.00</u>	<u>2,137.00</u>

City of Gold Beach  
DEBT SERVICE FUND  
HWY 101 SEWER LOAN

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

		BUDGET	OCTOBER	NOVEMBER	DECEMBER	YTD
<u>REVENUES</u>						
<u>SERVICE FEES</u>						
10521	MONTHLY SURCHARGE	116,000.00	8,429.39	9,566.51	7,678.62	57,341.01
<u>MISCELLANEOUS REVENUE</u>						
10565	INTEREST	800.00	96.34	101.92	112.24	5,200.64
TOTAL REVENUE		800.00	8,525.73	9,668.43	7,790.86	62,541.65
<u>BEGINNING FUND BALANCE</u>						
			ACTUAL BFB			
10490	BUDGETED BEGINNING FUND BALANCE	260,000.00	264,696.67	264,696.67	264,696.67	2,619.32
TOTAL RESOURCES		377,600.00	281,748.13	284,033.53	280,278.39	127,702.62
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>DEBT SERVICE</u>						
10680	FEES	6,200.00	0.00	0.00	0.00	0.00
10681	LOAN PRINCIPAL	72,800.00	0.00	0.00	0.00	36,058.00
10685	LOAN INTEREST	37,700.00	0.00	0.00	0.00	19,044.00
<u>TRANSFERS OUT TO OTHER FUNDS</u>						
10690-12	TRANSFER TO GENERAL INDIRECT	1,399.00	0.00	0.00	1,399.00	1,399.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
10491	BUDGETED ENDING FUND BALANCE	258,701.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS		376,800.00	0.00	0.00	1,399.00	56,501.00

City of Gold Beach  
DEBT SERVICE FUND  
HUNTER CREEK HGTS/EMERALD HILLS WATER LID

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

		BUDGET	OCTOBER	NOVEMBER	DECEMBER	YTD
<u>REVENUES</u>						
<u>MISCELLANEOUS REVENUE</u>						
26565	MONTHLY SURCHARGE	95.00	4.13	3.99	8.22	30.21
<u>LID REVENUE</u>						
26530	LID PRINCIPAL PAYMENTS	2,000.00	0.00	0.00	70.37	70.37
26531	LID INTEREST PAYMENTS	3,500.00	0.00	0.00	247.83	247.83
TOTAL REVENUE		<b>5,595.00</b>	<b>4.13</b>	<b>3.99</b>	<b>326.42</b>	<b>348.41</b>
<u>TRANSFERS IN</u>						
26590-64	TRANSFER FROM WATER RESERVE	67,500.00	0.00	0.00	67,500.00	67,500.00
<u>BEGINNING FUND BALANCE</u>						
			ACTUAL BFB			
26490	BUDGETED BEGINNING FUND BALANCE	17,000.00	19,446.84	19,446.84	19,446.84	5,952.85
TOTAL RESOURCES		<b>90,095.00</b>	<b>19,450.97</b>	<b>19,450.83</b>	<b>87,273.26</b>	<b>73,801.26</b>
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>DEBT SERVICE</u>						
26681	BOND PRINCIPAL	80,839.00	0.00	0.00	0.00	0.00
26685	BOND INTEREST	3,660.00	0.00	0.00	0.00	0.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
26491	BUDGETED ENDING FUND BALANCE	5,596.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS		<b>90,095.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

City of Gold Beach  
ENTERPRISE FUND  
WATER UTILITY FUND

REVENUES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>WATER SALES</u>						
22541	INSIDE WATER SALES	400,000.00	27,565.18	33,324.75	31,198.07	199,329.11
22542	OUTSIDE WATER SALES	140,000.00	9,338.06	13,924.99	10,343.33	73,685.71
	TOTAL WATER SALES	540,000.00	36,903.24	47,249.74	41,541.40	273,014.82
<u>MISCELLANEOUS REVENUE</u>						
22565	INTEREST	4,500.00	2,809.43	227.78	384.98	11,428.70
22579	MISC REVENUE	1,500.00	136.15	0.00	0.00	382.18
22550	SDC INSTALL	3,000.00	3,140.00	0.00	0.00	4,638.22
22545	PENALTIES	13,000.00	286.16	726.99	600.40	5,006.02
22555	WATER DEPOSITS (RESTRICTED)	12,000.00	(920.01)	400.00	600.00	79.99
	TOTAL MISC REVENUE	34,000.00	5,451.73	1,354.77	1,585.38	21,535.11
<u>BEGINNING FUND BALANCE</u>						
22490	BUDGETED BEGINNING FUND BALANCE	630,000.00	0.00	0.00	0.00	51,863.57
	TOTAL RESOURCES	1,204,000.00	42,354.97	48,604.51	43,126.78	346,413.50

<u>EXPENDITURES</u>		<u>BUDGET</u>	<u>MONTH</u>	<u>MONTH</u>	<u>MONTH</u>	<u>YTD</u>
<u>PERSONNEL SERVICES</u>						
22671	PUBLIC WORKS SUPERINTENDENT 50%	28,512.00	2,376.00	2,376.00	2,376.00	14,260.77
22672	PW UTILITY CLERK 50%	15,312.00	1,529.52	0.00	2,928.00	7,625.52
22673	PW TECHNICIAN	32,000.00	2,706.88	2,706.88	2,829.92	16,364.32
22676	PW OPERATOR/LEAD WORKER 50%	20,000.00	1,683.44	1,673.87	1,759.96	10,193.89
22680	ADMIN SERVICES DIRECTOR 25%	9,504.00	836.00	836.00	836.00	5,016.00
22678	PART TIME	3,000.00	1,410.00	737.50	0.00	3,000.00
22677	OVER TIME	2,000.00	0.00	0.00	0.00	11.54
22679	SALARY & BENEFIT ADJUSTMENT	2,500.00	0.00	0.00	0.00	0.00
22700	RETIREMENT	22,500.00	1,320.52	0.00	1,791.17	6,049.09
22705	PERS UAL COSTS	14,600.00	968.06	0.00	1,182.92	4,135.60
22701	FICA	6,450.00	791.92	790.45	813.04	4,777.06
22702	WORKERS COMP	3,108.00	0.00	0.00	0.00	3,000.00
22703	MEDICAL INSURANCE	52,760.00	2,745.63	982.48	1,783.30	10,535.71
22704	LIFE/LTD INSURANCE	400.00	29.33	29.33	28.06	151.54
22707	UNCOMPENSATED ABSENCES	2,500.00	0.00	0.00	0.00	0.00
	TOTAL PERSONNEL	215,146.00	16,397.30	10,132.51	16,328.37	85,121.04

MATERIALS & SERVICES: DISTRIBUTION & GENERAL

22611	SYSTEM CONSTRUCTION O & M	16,000.00	873.99	5,300.41	2,151.09	13,283.44
22612	MATERIALS AND FITTINGS	22,000.00	0.00	0.90	226.12	1,066.53
22613	BUILDING/GROUNDS O & M	3,000.00	0.00	161.45	732.72	933.95
22614	EQUIPMENT O & M	14,000.00	764.14	767.93	994.80	5,455.00
22638	SOLID WASTE SERVICES	2,000.00	117.67	117.67	117.67	588.35
22617	COMMUNICATIONS	4,500.00	323.19	295.37	294.36	1,595.57
22618	DUES/FEES/SUBS/PRINTING/POSTAGE	8,200.00	123.50	317.70	87.40	2,262.76
22620	TRAVEL & TRAINING	1,800.00	0.00	0.00	(23.79)	217.11
22622	INSURANCE & BONDS	15,500.00	0.00	0.00	0.00	15,500.00
22624	ELECTRICITY	10,800.00	129.16	507.67	586.51	2,707.00
22628	SMALL TOOLS & EQUIPMENT	2,500.00	0.00	38.02	78.74	459.91
22640	CONTRACT SERVICES	10,000.00	31.68	0.00	11.88	1,628.88
22641	LAB TESTING	400.00	0.00	0.00	0.00	90.00
22610	SUPPLIES/CUSTODIAL	7,000.00	61.99	330.86	240.08	1,864.62
22649	MISC EXPENSES	750.00	0.00	12.50	96.91	109.41
22648	CROSS CONNECTION CONTROL	1,000.00	0.00	0.00	200.00	200.00
22647	OSHA REQUIRED EXPENDITURES	3,500.00	0.00	0.00	53.75	53.75
22646	PASS THRU TO ENGINEERS	7,000.00	0.00	0.00	0.00	0.00
22645	WATER DEPOSIT REFUNDS	16,000.00	0.00	0.00	0.00	0.00
	TOTAL MATERIALS AND SERVICES	145,950.00	2,425.32	7,850.48	5,848.24	48,016.28

**MATERIALS AND SUPPLIES: INTAKE & TREATMENT**

22910	OFFICE SUPPLIES	100.00	0.00	0.00	0.00	0.00
22913	BUILDINGS & GROUNDS O & M	3,000.00	1,685.00	55.00	474.04	2,218.83
22914	EQUIPMENT O&M	7,000.00	316.36	692.65	1,516.38	5,145.09
22917	COMMUNICATION	850.00	41.12	41.12	41.12	205.78
22918	DUES/SUSBS/FEES/POSTAGE	1,300.00	200.35	104.36	276.06	598.66
22920	TRAVEL & TRAINING	400.00	0.00	42.00	0.00	42.00
22922	INSURANCE & BONDS	5,500.00	0.00	93.76	0.00	93.76
22924	ELECTRICITY	43,000.00	0.00	2,912.28	3,503.95	18,083.19
22928	SMALL TOOLS & EQUIPMENT	1,500.00	0.00	0.00	0.00	10.79
22940	CONTRACT SERVICES	4,000.00	0.00	0.00	165.00	165.00
22941	LAB TESTING	5,000.00	145.00	55.00	168.85	1,114.85
22942	TREATMENT CHEMICALS	20,000.00	0.00	3,165.69	0.00	3,165.69
22949	MISC EXPENSES	200.00	0.00	0.00	0.00	0.00
	<b>TOTAL MATERIALS AND SERVICES</b>	<b>91,850.00</b>	<b>2,387.83</b>	<b>7,161.86</b>	<b>6,145.40</b>	<b>30,843.64</b>

**CAPITAL OUTLAY**

22663	EQUIPMENT	7,000.00	0.00	4,100.00	0.00	4,100.00
22664	FUND ACCOUNTING SYSTEM	7,500.00	7,500.00	0.00	0.00	7,500.00
22666	SYSTEM CONSTRUCTION & REPLACEMENT	195,600.00	0.00	0.00	0.00	0.00
22668	SECURITY FENCING	6,500.00	0.00	0.00	0.00	0.00
	<b>TOTAL TRANSFERS OUT</b>	<b>216,600.00</b>	<b>7,500.00</b>	<b>4,100.00</b>	<b>0.00</b>	<b>11,600.00</b>

**TRANSFERS OUT TO OTHER FUNDS**

22690-92	TRANSFER TO NON-INSURED LOSS	2,000.00	0.00	0.00	2,000.00	2,000.00
22690-93	TRANSFER TO BUILDING RES FUND	1,500.00	0.00	0.00	1,500.00	1,500.00
22690-12	TRANSFER TO GENERAL INDIRECT	42,376.00	0.00	0.00	42,376.00	42,376.00
22690-64	TRANSFER TO WATER RESERVE	50,000.00	0.00	0.00	50,000.00	50,000.00
	<b>TOTAL TRANSFERS OUT</b>	<b>95,876.00</b>	<b>0.00</b>	<b>0.00</b>	<b>95,876.00</b>	<b>95,876.00</b>

**CONTINGENCY & RESERVES**

22657	CONTINGENCY	200,000.00	0.00	0.00	0.00	0.00
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**UNAPPROPRIATED ENDING FUND BALANCE**

22491	BUDGETED ENDING FUND BALANCE	238,578.00	0.00	0.00	0.00	0.00
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**TOTAL REQUIREMENTS**

<b>1,204,000.00</b>	<b>28,710.45</b>	<b>29,244.85</b>	<b>124,198.01</b>	<b>271,456.96</b>
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City of Gold Beach  
ENTERPRISE FUND  
SEWER UTILITY FUND

REVENUES  
QUARTER ENDING DECEMBER 31, 2010

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>SERVICE CHARGES</u>						
23542	SEWER SERVICE CHARGES	360,000.00	25,070.98	29,026.93	27,431.54	172,021.34
<u>MISCELLANEOUS REVENUE</u>						
23565	INTEREST	5,700.00	270.47	287.78	239.78	7,338.10
23579	MISC REVENUE	5,500.00	118.73	219.23	2,435.10	3,946.83
23550	SDC INSTALL	1,500.00	0.00	0.00	0.00	573.23
	<b>TOTAL REVENUE</b>	<b>372,700.00</b>	<b>25,460.18</b>	<b>29,533.94</b>	<b>30,106.42</b>	<b>183,879.50</b>
<u>BEGINNING FUND BALANCE</u>						
23490	BUDGETED BEGINNING FUND BALANCE	690,000.00	772,937.83	772,937.83	772,937.83	19,024.93
	<b>TOTAL RESOURCES</b>	<b>1,062,700.00</b>	<b>798,398.01</b>	<b>802,471.77</b>	<b>803,044.25</b>	<b>202,904.43</b>
<u>EXPENDITURES</u>						
<u>PERSONNEL SERVICES</u>						
23670	PUBLIC WORKS SUPERINTENDENT 50%	28,512.00	2,376.00	2,376.00	4,752.00	16,636.77
23671	PW ASSISTANT SUPER	45,345.00	3,836.80	3,836.80	1,635.20	20,819.20
23672	PW UTILITY CLERK 50%	15,312.00	1,529.52	0.00	0.00	4,697.52
23673	PW TREATMENT PLANT OPER ASSIST	27,184.00	2,300.32	2,300.32	2,404.89	13,906.49
23680	ADMIN SERVICES DIRECTOR 25%	9,504.00	836.00	836.00	836.00	5,016.00
23678	PART TIME	2,000.00	0.00	0.00	1,920.00	1,920.00
23677	OVER TIME	5,000.00	0.00	0.00	0.00	0.00
23679	SALARY & BENEFIT ADJUSTMENT	2,500.00	0.00	0.00	0.00	0.00
23700	RETIREMENT	12,000.00	957.17	0.00	1,248.69	4,120.78
23705	PERS UAL COSTS	8,000.00	580.84	0.00	394.31	2,165.92
23701	FICA	10,355.00	905.51	677.94	699.26	4,762.59
23702	WORKERS COMP	5,950.00	0.00	0.00	0.00	4,267.88
23703	MEDICAL INSURANCE	32,400.00	2,452.41	2,013.88	1,490.08	10,861.19
23704	LIFE/LTD INSURANCE	350.00	27.78	20.54	30.50	128.21
23707	UNCOMPENSATED ABSENCES	1,000.00	0.00	0.00	0.00	0.00
	<b>TOTAL PERSONNEL</b>	<b>205,412.00</b>	<b>16,802.35</b>	<b>12,061.48</b>	<b>15,410.93</b>	<b>89,302.55</b>
<u>MATERIALS &amp; SERVICES</u>						
23611	SYSTEM CONSTRUCTION O & M	7,500.00	0.00	658.75	675.00	1,377.11
23612	MATERIALS AND FITTINGS	4,000.00	0.00	0.00	142.13	313.87
23613	BUILDING/GROUNDS O & M	2,000.00	0.00	0.00	83.43	137.37
23614	EQUIPMENT O & M	10,000.00	870.91	220.70	225.14	4,480.61
23638	SOLID WASTE SERVICES	3,200.00	117.68	117.67	117.67	588.36
23617	COMMUNICATIONS	3,500.00	279.82	277.50	255.00	1,460.64
23618	DUES/FEES/SUBS/PRINTING/POSTAGE	7,000.00	725.85	323.08	31.03	2,218.12
23620	TRAVEL & TRAINING	2,000.00	0.00	0.00	0.00	630.14
23622	INSURANCE & BONDS	16,000.00	0.00	0.00	0.00	16,000.00
23624	ELECTRICITY	55,000.00	172.13	4,690.70	5,534.42	24,111.97
23628	SMALL TOOLS & EQUIPMENT	1,200.00	0.00	0.00	41.64	334.10
23640	CONTRACT SERVICES	20,000.00	0.00	0.00	980.00	3,403.00
23619	LAB TESTING	9,000.00	303.68	329.43	696.09	3,033.15
23610	SUPPLIES/CUSTODIAL	7,000.00	45.35	249.53	258.71	2,330.25
23649	MISC EXPENSES	500.00	114.48	0.00	180.41	294.89
23615	PLANT O & M	8,000.00	710.57	1,491.63	99.42	8,910.08
	<b>TOTAL MATERIALS AND SERVICES</b>	<b>155,900.00</b>	<b>3,340.47</b>	<b>8,358.99</b>	<b>9,320.09</b>	<b>69,623.66</b>
<u>CAPITAL OUTLAY</u>						
23664	FUND ACCOUNTING SYSTEM	7,500.00	1,745.00	0.00	0.00	1,745.00
23666	SYSTEM CONSTRUCTION & REPLACEMENT	20,000.00	0.00	0.00	0.00	0.00
	<b>TOTAL CAPITAL OUTLAY</b>	<b>27,500.00</b>	<b>1,745.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,745.00</b>
<u>TRANSFERS OUT TO OTHER FUNDS</u>						
23690-92	TRANSFER TO NON-INSURED LOSS	2,000.00	0.00	0.00	2,000.00	2,000.00
23690-12	TRANSFER TO GENERAL INDIRECT	53,568.00	0.00	0.00	53,568.00	53,568.00
23690-93	TRANSFER TO BUILDING RESERVE	1,500.00	0.00	0.00	1,500.00	1,500.00
23090-74	TRANSFER TO SEWER RESERVE	50,000.00	0.00	0.00	50,000.00	50,000.00
	<b>TOTAL TRANSFERS OUT</b>	<b>107,068.00</b>	<b>0.00</b>	<b>0.00</b>	<b>107,068.00</b>	<b>107,068.00</b>
<u>CONTINGENCY &amp; RESERVES</u>						
23657	CONTINGENCY	200,000.00	0.00	0.00	0.00	0.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
23491	BUDGETED ENDING FUND BALANCE	366,821.00	0.00	0.00	0.00	0.00
	<b>TOTAL REQUIREMENTS</b>	<b>1,062,701.00</b>	<b>20,887.82</b>	<b>20,420.47</b>	<b>131,799.02</b>	<b>267,739.21</b>

City of Gold Beach  
RESERVE FUND  
BUILDING RESERVE FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

This fund is authorized by resolution #0910-29 on May 10, 2010, for the purpose of major remodeling projects, building repairs, and replacement of municipal owned buildings

<u>REVENUES</u>	<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MISCELLANEOUS REVENUE</u>					
93565 INTEREST	2,500.00	55.62	1,040.83	129.53	1,798.51
<u>TRANSFER IN FOR CITY HALL</u>					
93590-12 TRANSFER IN GENERAL FUND	10,000.00	0.00	0.00	10,000.00	10,000.00
93590-22 TRANSFER IN WATER UTILITY	1,500.00	0.00	0.00	1,500.00	1,500.00
93590-23 TRANSFER IN SEWER UTILITY	1,500.00	0.00	0.00	1,500.00	1,500.00
TOTAL CITY HALL TRANSFERS	13,000.00	0.00	0.00	13,000.00	13,000.00
<u>TRANSFER IN VISITOR CENTER BUILDING</u>					
93590-24 TRANSFER IN PROMO	7,500.00	0.00	0.00	7,500.00	7,500.00
<u>BEGINNING FUND BALANCE</u>					
		<u>ACTUAL BFB</u>			
93490 BUDGETED BEGINNING FUND BALANCE	383,400.00	384,638.56	384,638.56	384,638.56	(19,907.59)
TOTAL RESOURCES	<u>406,400.00</u>	<u>384,694.18</u>	<u>385,679.39</u>	<u>405,268.09</u>	<u>2,390.92</u>
 <u>EXPENDITURES &amp; REQUIREMENTS</u>					
<u>CAPITAL OUTLAY</u>					
93662 CITY HALL BLDG EXPENDITURES	29,000.00	0.00	0.00	5,145.57	16,317.57
<u>CONTINGENCY &amp; RESERVE</u>					
93658 RESERVE BUILDINGS	377,400.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES & REQUIREMENTS	<u>406,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,145.57</u>	<u>16,317.57</u>

City of Gold Beach  
RESERVE FUND  
NON-INSURED LOSSES, VEHICLE DAMAGE, UNEMPLOYMENT RESERVE FUND

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

This fund is authorized by resolution #0910-29 on May 10, 2010, for the purpose of paying for vehicular damages and other losses not covered by the City's insurance policies and for unemployment expenses

<u>REVENUES</u>		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>MISCELLANEOUS REVENUE</u>						
92565	INTEREST	150.00	12.58	11.28	22.89	89.10
<u>TRANSFER IN FOR CITY HALL</u>						
92590-12	TRANSFER IN GENERAL FUND	7,000.00	0.00	0.00	7,000.00	7,000.00
92590-22	TRANSFER IN WATER UTILITY	2,000.00	0.00	0.00	2,000.00	2,000.00
92590-23	TRANSFER IN SEWER UTILITY	2,000.00	0.00	0.00	2,000.00	2,000.00
	TOTAL CITY HALL TRANSFERS	11,000.00	0.00	0.00	11,000.00	11,000.00
<u>BEGINNING FUND BALANCE</u>						
			ACTUAL BFB	ACTUAL BFB	ACTUAL BFB	
92490	BUDGETED BEGINNING FUND BALANCE	22,550.00	59,290.79	59,290.79	59,290.79	25,830.68
	TOTAL RESOURCES	<u>33,700.00</u>	<u>59,303.37</u>	<u>59,302.07</u>	<u>70,313.68</u>	<u>36,919.78</u>
 <u>EXPENDITURES &amp; REQUIREMENTS</u>  						
<u>MATERIALS &amp; SERVICES</u>						
92614	VEHICLE & OTHER NON-INSURED	4,000.00	0.00	0.00	0.00	0.00
92615	UNEMPLOYMENT	12,000.00	0.00	4,369.00	0.00	4,369.00
	TOTAL MATERIALS & SERVICES	16,000.00	0.00	4,369.00	0.00	4,369.00
<u>CONTINGENCY &amp; RESERVE</u>						
92658	RESERVE & CONTINGENCY	20,700.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES & REQUIREMENTS	<u>36,700.00</u>	<u>0.00</u>	<u>4,369.00</u>	<u>0.00</u>	<u>4,369.00</u>

City of Gold Beach  
RESERVE FUND  
WATER RESERVE FUND

**REVENUES & EXPENDITURES**  
QUARTER ENDING DECEMBER 31, 2010

This fund is authorized by resolution #0910-29 on May  
10, 2010, for the purpose of capital repairs and  
improvements to the City's water system

		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<b>REVENUES</b>						
<b>CHARGES &amp; FEES</b>						
64527	SDC CHARGES	7,000.00	0.00	0.00	0.00	0.00
<b>MISCELLANEOUS REVENUE</b>						
64565	INTEREST	250.00	48.09	50.88	52.88	1,899.58
<b>TRANSFER IN</b>						
64590-22	TRANSFER IN WATER UTILITY	50,000.00	0.00	0.00	50,000.00	50,000.00
<b>BEGINNING FUND BALANCE</b>						
64490	BUDGETED BEGINNING FUND BALANCE	326,000.00	ACTUAL BFB 327,437.75	ACTUAL BFB 327,437.75	ACTUAL BFB 327,437.75	59,913.50
<b>TOTAL FUND REVENUE</b>		<b>383,250.00</b>	<b>327,485.84</b>	<b>327,488.63</b>	<b>377,490.63</b>	<b>111,813.08</b>
<b>EXPENDITURES &amp; REQUIREMENTS</b>						
<b>CONTINGENCY &amp; RESERVE</b>						
64658	RESERVE & CONTINGENCY	315,750.00	0.00	0.00	0.00	0.00
<b>TRANSFERS OUT</b>						
64690-26	TRANSFER OUT TO HCH/EM WATER FUND	67,500.00	0.00	0.00	67,500.00	67,500.00
<b>TOTAL EXPENDITURES &amp; REQUIREMENTS</b>		<b>383,250.00</b>	<b>0.00</b>	<b>0.00</b>	<b>67,500.00</b>	<b>67,500.00</b>

SEWER RESERVE FUND

REVENUES & EXPENDITURES  
 QUARTER ENDING DECEMBER 31, 2010

This fund is authorized by resolution #0910-29 on May 10, 2010, for the purpose of paying for major improvements and expansion of the City's wastewater system

		<u>BUDGET</u>	<u>OCTOBER</u>	<u>NOVEMBER</u>	<u>DECEMBER</u>	<u>YTD</u>
<u>REVENUES</u>						
<u>CHARGES &amp; FEES</u>						
74570	SEWER RESERVE SURCHARGE	30,000.00	2,200.09	2,803.12	2,817.66	15,820.61
74571	STP SURCHARGE	350,000.00	26,249.34	29,272.29	37,288.59	201,448.37
	TOTAL CHARGES & FEES	380,000.00	28,449.43	32,075.41	40,106.25	217,268.98
<u>MISCELLANEOUS REVENUE</u>						
74565	INTEREST	11,000.00	556.97	597.57	597.48	8,590.00
<u>TRANSFER IN</u>						
74590-23	TRANSFER IN SEWER UTILITY	50,000.00	0.00	0.00	50,000.00	50,000.00
<u>GRANTS &amp; LOANS</u>						
74526	LOANS	5,157,344.00	16,105.00	0.00	0.00	40,011.00
74525	GRANTS	275,000.00	0.00	0.00	0.00	0.00
	TOTAL GRANTS/LOANS	5,432,344.00	16,105.00	0.00	0.00	40,011.00
<u>BEGINNING FUND BALANCE</u>			<u>ACTUAL BFB</u>			
74490	BUDGETED BEGINNING FUND BALANCE	1,200,000.00	1,543,522.79	1,543,522.79	1,543,522.79	416,617.92
	TOTAL FUND REVENUE	7,073,344.00	1,588,634.19	1,576,195.77	1,634,226.52	732,487.90
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>CAPITAL OUTLAY</u>						
74664	PROJECT COSTS	4,836,432.00	6,601.15	3,661.49	6,834.75	91,205.49
<u>DEBT SERVICE</u>						
74681	LOAN PAYMENTS	400,000.00	0.00	0.00	0.00	24,940.00
<u>TRANSFERS OUT</u>						
74690-12	TRANSFER TO GENERAL INDIRECT	38,088.00	0.00	0.00	0.00	0.00
<u>CONTINGENCY &amp; RESERVE</u>						
74657	LOAN RESERVE & CONTINGENCY	475,512.00	0.00	0.00	0.00	0.00
<u>UNAPPROPRIATED ENDING FUND BALANCE</u>						
74491	BUDGETED ENDING FUND BALANCE	1,323,312.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES & REQUIREMENTS	7,073,344.00	6,601.15	3,661.49	6,834.75	116,145.49

City of Gold Beach  
RESERVE FUND  
FIRE TRUCK RESERVE

REVENUES & EXPENDITURES  
QUARTER ENDING DECEMBER 31, 2010

This Local Option Tax to purchase a new fire truck was submitted to voters per Resolution R0405-1 approved by the taxpayers on 11/2/04. Collection began in FY 2005-06

		BUDGET	OCTOBER	NOVEMBER	DECEMBER	YTD
<u>REVENUES</u>						
<u>LOCAL OPTION TAX LEVY</u>						
94502	PREVIOUSLY LEVIED TAXES	1,500.00	210.70	248.96	119.21	1,286.83
94590	CURRENT YEAR TAXES	35,000.00	0.00	23,045.25	9,089.57	32,134.82
	<b>TOTAL LOCAL OPTION TAX LEVY</b>	<b>36,500.00</b>	<b>210.70</b>	<b>23,294.21</b>	<b>9,208.78</b>	<b>33,421.65</b>
<u>MISCELLANEOUS REVENUE</u>						
94565	INTEREST	400.00	29.37	33.18	71.01	1,508.85
94567	CONTRIBUTIONS FIRE DISTRICTS	91,000.00	0.00	0.00	0.00	0.00
	<b>TOTAL MISC REVENUE</b>	<b>91,400.00</b>	<b>29.37</b>	<b>33.18</b>	<b>71.01</b>	<b>1,508.85</b>
<u>BEGINNING FUND BALANCE</u>						
		<u>ACTUAL BFB</u>				
94490	BUDGETED BEGINNING FUND BALANCE	263,000.00	254,922.86	254,922.86	254,922.86	39,028.13
	<b>TOTAL RESOURCES</b>	<b>390,900.00</b>	<b>255,162.93</b>	<b>278,250.25</b>	<b>264,202.65</b>	<b>73,958.63</b>
<u>EXPENDITURES &amp; REQUIREMENTS</u>						
<u>CONTINGENCY &amp; RESERVE</u>						
94658	CONTINGENCY & RESERVE	390,900.00	0.00	0.00	0.00	0.00
	<b>TOTAL EXPENDITURES &amp; REQUIREMENTS</b>	<b>390,900.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**NOTICE OF SUPPLEMENTAL BUDGET HEARING**

A public hearing on a proposed supplemental budget for the City of Gold Beach, Curry  
*(District Name)* *(County)*  
 State of Oregon, for the fiscal year July 1, 2010 to June 30, 2011, will be held at Gold Beach City Hall Council Chambers  
*(Location)*

The hearing will take place on Monday, February 14, 2011 at 6:30  
*(Date)* *(Time)*  AM  PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after February 2, 2011 at  
*(Date)*

Gold Beach City Hall Administrative Office between the hours of 8:00  AM  PM and 5:00  AM  PM  
*(Location)* *(Time)* *(Time)*

**SUMMARY OF SUPPLEMENTAL BUDGET**  
 PUBLISH ONLY THOSE FUNDS BEING MODIFIED

**FUND: General**

Resource	Amount	GL #	GL #	Requirement	Amount
1 DLCD Planning Grant	5000	12528	12645	1 Planning Expenses	3500
2 Planning Fees	3500	12545	12625	2 Planning Salaries	5000
3				3	
<b>Revised Total Resources</b>	<b>8500</b>			<b>Revised Total Requirements</b>	<b>8500</b>

**Comments:**

Land use planning services were formerly provided by Curry County. The City took back planning responsibilities on July 1, 2010, after the FY 10-11 budget had been adopted. This supplemental budget provides for receipt of grant funds and fees, and staff salaries and expenses related to planning.

**FUND: Building Reserve & General**

Resource	Amount	GL #	GL #	Requirement	Amount
1 Transfer from General Fund	10000	93590-12	93662	1 IT Room improvements	10000
2 Transfer from General Fund	3000	93590-12	93662	2 City Hall expenditures	3000
3 Medical Insurance	13000	13703	12690-93	3 Transfer to Building Reserve	13000
<b>Revised Total Resources</b>	<b>26000</b>			<b>Revised Total Requirements</b>	<b>26000</b>

**Comments:**

- 1 - Structural changes to building necessary to accommodate Information Technology room.
- 2 - Emergency replacement of Business Office flooring due to mold infestation.
- 3 - Medical insurance costs were lower than anticipated at the time of adoption of the FY 10-11 budget. Funds reallocated for additional building maintenance costs related to IT room improvements and Business Office flooring replacement.

**FUND: Building Reserve**

Resource	Amount	GL #	GL #	Requirement	Amount
1 Reserve Buildings	8275	93658	93601	1 Vis Ctr Building Expenses	8275
<b>Revised Total Resources</b>	<b>8275</b>			<b>Revised Total Requirements</b>	<b>8275</b>

**Comments:**

- 1 - Parking lot improvements projected to be completed in FY 11-12 but needed for FY 10-11

**FUND: General**

Resource	Amount	GL #	GL #	Requirement	Amount
1 Contingency	10000	12657	18614	1 Server build	10000
2 Contingency	1000	12657	15610	2 Council office supplies	1000
3				3	
<b>Revised Total Resources</b>	<b>11000</b>			<b>Revised Total Requirements</b>	<b>11000</b>

**Comments:**

- 1 - Build and replacement of computer server for upgrade and redundancy.
- 2 - Additional costs for council computers

**RESULTING CHANGE TO ADOPTED BUDGET**

	BUDGET (GL) ACCOUNT	FY 10-11 ADOPTED	INCREASE (DECREASE)	RESULTING CHANGE
<i>PLANNING CHANGES</i>				
<b>REVENUES</b>				
TOTAL GENERAL FUND REVENUE		\$1,388,376		\$1,391,876
PLANNING FEES	12545	\$0	\$3,500	
<b>EXPENDITURES &amp; REQUIREMENTS</b>				
TOTAL CITY MANAGEMENT		\$264,175		\$267,675
PLANNING EXPENSES	12645	\$0	\$3,500	
<i>IT ROOM &amp; FLOORING</i>				
<b>REVENUES</b>				
TRANSFER FROM GENERAL FUND	93590-12	\$10,000	\$13,000	\$23,000
<b>EXPENDITURES &amp; REQUIREMENTS</b>				
MEDICAL INSURANCE	13703	\$105,559	(\$13,000)	\$92,559
TRANSFER TO BUILDING RESERVE	12690-93	\$10,000	\$13,000	\$23,000
CITY HALL EXPENDITURES	93662	\$29,000	\$13,000	\$42,000
<i>VISITOR CENTER PARKING LOT</i>				
<b>EXPENDITURES &amp; REQUIREMENTS</b>				
RESERVE BUILDINGS	93568	\$377,400	(\$8,275)	\$369,125
VISITOR CENTER BUILDING EXPENSES	93601	\$0	\$8,275	\$8,275
<i>SERVER BUILD AND COUNCIL IT</i>				
<b>EXPENDITURES &amp; REQUIREMENTS</b>				
CONTINGENCY	12657	\$65,000	(\$11,000)	\$54,000
EQUIPMENT O & M	18614	\$2,500	\$10,000	\$12,500
COUNCIL OFFICE SUPPLIES	15610	\$3,000	\$1,000	\$4,000

**CLEAN WATER STATE REVOLVING FUND  
LOAN AGREEMENT  
No. R37814**

**BETWEEN**

**THE STATE OF OREGON  
ACTING BY AND THROUGH ITS  
DEPARTMENT OF ENVIRONMENTAL QUALITY**

**AND**

**CITY OF GOLD BEACH**

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**THIS LOAN AGREEMENT** is made and entered into as of the date it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality ("DEQ")**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. R37814.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

### ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

- (A) **BORROWER:** City of Gold Beach.
- (B) **BORROWER'S ADDRESS:** City of Gold Beach  
29592 Ellensburg Avenue  
Gold Beach, Oregon 97444  
Fax 541-247-2212
- (C) **LOAN AMOUNT:** \$ 3,944,000.

(D) **TYPE AND PURPOSE OF LOAN.** The Loan is a short term, alternative loan for the purpose of financing the Project, pursuant to OAR 340-054-0065(3). The Borrower has requested an increase to its existing CWSRF Loan #R37813 and DEQ has chosen, under authority of OAR 340-054-0025(6)(c)(F), to offer the Borrower a new loan with the loan terms set forth in this Agreement.

- (E) **PROJECT TITLE:** Wastewater Treatment Upgrades.

(F) **DESCRIPTION OF THE PROJECT:** Upgrades to the Borrower's wastewater treatment facilities, as documented in the Borrower's application dated September 5, 2006. The Loan is to provide short-term, interim financing for this Project, and will be paid by the Borrower with the proceeds of long-term financing to be obtained from the U.S.D.A. Rural Development ("RD").

(G) **INTEREST RATE:** One and 11/100 percent (1.11%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) **REPAYMENT PERIOD:** The period commencing on the date of first disbursement hereunder and ending on April 30, 2012.

(I) **TERMS OF REPAYMENT:** Principal and interest will be paid on April 30, 2012 as set forth in Appendix A; provided, however, that the Borrower shall make a mandatory

prepayment of the Outstanding Loan Amount, together with all accrued unpaid interest, on the date of disbursement to the Borrower of the RD Loan.

**(J) PLEDGE:** The Borrower hereby irrevocably pledges and grants to DEQ a security interest in the proceeds of the RD Loan and all of its rights thereto to secure payment of and to pay the amounts due under this Loan Agreement. The proceeds of the RD Loan and all of its rights thereto so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the proceeds of the RUS Loan and all of its rights thereto hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower covenants with DEQ and any assignee of this Agreement that except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on the proceeds of the RD Loan or any of Borrower's rights thereto superior to or on a parity with the pledge herein granted without the written permission of DEQ. The Loan made by DEQ to the Borrower pursuant to this Loan Agreement is a parity obligation with all other CWSRF loans between DEQ and the Borrower; provided, however, that this provision shall not affect the priority that prior CWSRF loans are entitled to in relation to any loans between Borrower and any third parties.

## ARTICLE 2: GENERAL LOAN PROVISIONS

**(A) AGREEMENT OF DEQ TO LOAN.** DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 287, 288, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

**(B) AVAILABILITY OF FUNDS.** DEQ's obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and the DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as Appendix B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current Appendix B with an updated Appendix B which is dated and signed by both parties.

### **(C) DISBURSEMENT OF LOAN PROCEEDS.**

**(1) Project Account(s).** Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project and such receipts for the payment of the same, releases, satisfactions and other signed statements and forms as DEQ may reasonably require. DEQ will disburse funds to pay Project costs only after the Borrower has provided documentation satisfactory to DEQ that such Project costs have been incurred and qualify for reimbursement hereunder.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

**(D) AGREEMENT OF BORROWER TO REPAY.** The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

**(E) INTEREST.** Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed until the Final Loan Amount is determined and thereafter on a 360-day year basis and actual days elapsed.

**(F) LOAN REPAYMENT.**

(1) Repayment. The Borrower agrees to repay the Loan in accordance with the terms of this Loan Agreement.

(2) Crediting of Payments. A payment will be applied first to fees due, if any, and then to interest, and then to principal.

(3) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable on the date specified in ARTICLE 1(I).

**(G) PREPAYMENT.**

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 24 hours prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(2).

(2) Mandatory Prepayment. The Borrower shall make a mandatory prepayment of the Outstanding Loan Amount, together with all accrued unpaid interest, on the date of disbursement to the Borrower of the RD Loan. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan.

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

**(H) LATE PAYMENT FEE.** The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10<sup>th</sup>) calendar day after such payment is due hereunder.

**(I) TERMINATION OF LOAN AGREEMENT.** Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

**ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

**(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER.** The Borrower represents and warrants to the DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(2)) and has full corporate and other powers to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's Charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is March 31, 2012. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$11,431,911.

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

**(B) CONTINUING REPRESENTATIONS OF THE BORROWER.** The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

**(C) REPRESENTATIONS AND WARRANTIES OF DEQ.** DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

**(D) INTERIM LOAN.** The parties intend that the Loan made pursuant to this Loan Agreement be an interim loan. Notwithstanding any other provision in this Loan Agreement, DEQ is not obligated to provide long-term financing for this Project and is not obligated to refinance this Loan at the maturity date of the Loan.

#### ARTICLE 4: CONDITIONS TO LOAN

**(A) CONDITIONS TO CLOSING.** DEQ's obligations hereunder are subject to the condition that on or prior to March 30, 2011, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

(1) this Agreement duly executed and delivered by an authorized officer of the Borrower;

(2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;

(3) an opinion of the legal counsel to the Borrower to the effect that:

(a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;

(b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;

(c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) The Borrower has the authority to, and has taken all steps necessary to, secure long term financing for this Project from RD; and

(4) evidence of a binding commitment on the part of RD to make the RD Loan to Borrower, including, but not limited to, a copy of a commitment letter or financial assistance award issued by RD to the Borrower and a copy of the Borrower's application (including all documentation submitted with said application) to RD for the RD Loan; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

**(B) CONDITIONS TO DISBURSEMENTS.** Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date;

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C); and

(4) The Borrower submits evidence, in form and substance satisfactory to DEQ, that the long term lender for this Project has approved the disbursement request;

provided, however, DEQ shall be under no obligation to make any disbursement if:

(1) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the SRF and CWSRF Program for the Project; or

(2) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

#### ARTICLE 5: COVENANTS OF BORROWER

**(A) GENERAL COVENANTS OF THE BORROWER.** Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Operating Revenues (as defined in the loan agreement for Borrower's CWSRF Loan #R37813) without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at Appendix D (attached hereto and by this reference made a part hereof) and regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the United States Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of state bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the state not allow the proceeds of the state bonds to be used by private entities (including the federal government) in such a way that the state bonds would become "private activity bonds" as defined in Section 141 of the Code. To protect the state bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the state bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code..

(B) **INSURANCE.** At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(C) **INDEMNIFICATION.** *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

**(D) THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.**

(1) **Financial Records.** The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) **Record Retention Period.** The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) **Audit.** Federal enabling legislation and applicable regulations require an audit of each CWSRF Loan. The Borrower agrees to provide to DEQ the following which DEQ agrees to accept as adequate to meet this federal audit requirement.

(a) As soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs

of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding; and

(b) As soon as possible, but in no event later than nine (9) months after the end of each fiscal year, a copy the Borrower's annual audit report.

(4) Single Audit Act Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance (CFDA) No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). The CWSRF Program is subject to the U.S. Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" implementing the Single Audit Act Amendments of 1996 ("Circular A-133"). As a sub-recipient of a federal grant, the Borrower is subject to Circular A-133 to the extent that Loan proceeds include federal capitalization grant funds. DEQ will notify the Borrower of the sources of the Loan funds at the end of each fiscal year, and to the extent required, the Borrower is responsible for compliance with the requirements of Circular A-133.

(E) **MBE, WBE AND SBRA AFFIRMATIVE STEPS.** Pursuant to the affirmative steps described in Appendix C, the Borrower shall make a good faith effort to promote fair share awards to Minority Business Enterprises ("MBE"), Women's Business Enterprises ("WBE"), and Small Businesses in Rural Areas ("SBRA") on all contracts and subcontracts awarded as part of the Project. The Borrower agrees to include, in its contract with its prime contractor(s), the following language, which cannot be altered in any way:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

(F) **PROJECT ASSURANCES.** Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

#### ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO CONSTRUCTION PROJECTS ONLY

##### (A) THE BORROWER'S REPRESENTATION AND WARRANTY REGARDING COSTS ALREADY INCURRED.

(1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower for construction, do not exceed \$ -0-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) **CONDITION TO DISBURSEMENTS.** DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) **GENERAL PROVISIONS.** The Borrower covenants with DEQ that:

(1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the current version of the Manual. DEQ will provide the Borrower with a copy of the Manual upon request.

(2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project prior to any disbursement of Loan proceeds hereunder.

(3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.

(4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.

(5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will

remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.

(6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project construction is complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval upon Project completion. The final loan disbursement hereunder is subject to receipt by DEQ of an approvable operation and maintenance manual for the Project.

(7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the Initiation of Operation (as that term is defined in OAR 340-054-0010(26)), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.

(8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) PROVISION APPLICABLE TO SUBCONTRACTS

(1) Davis-Bacon Requirements. All contracts and subcontracts awarded as part of the Project shall comply with (1) the wage rate requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2002), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. The Borrower agrees that it will insert into any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract the Davis-Bacon language set forth in Part 1 of Appendix E, and Part 2 of Appendix E as applicable.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars (\$100,000).

**ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY**

(A) **DISCLAIMER OF ANY WARRANTY.** DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) **DISCLAIMER OF LIABILITY OF DEQ.** DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) **NONLIABILITY OF STATE.**

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

#### ARTICLE 8: DEFAULT AND REMEDIES

(A) **EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) **REMEDIES.** If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

- (1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;
- (2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
- (3) Appoint a receiver, at the Borrower's expense, to operate the Facility that produces the pledged revenues and collect the Gross Revenues
- (4) Set and collect utility rates and charges;
- (5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;
- (6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the SRF; and
- (7) Pursue any other legal or equitable remedy it may have.

#### ARTICLE 9: DEFINITIONS

(A) "BORROWER" means the public agency (as defined in ORS 468.423(2)) shown as the "Borrower" in Article 1(A) of this Agreement.

(B) "COMPLETION DATE" means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) "COSTS OF THE PROJECT" means expenditures approved by DEQ that are necessary to construct the Project in compliance with DEQ's requirements and may include but are not limited to the following items:

- (1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;
- (2) Engineering fees for the design and construction of the Project.

(3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;

(4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(5) Any other costs approved in writing by DEQ.

(D) "CWSRF PROGRAM" or "CWSRF" means the Clean Water State Revolving Fund Loan Program, a loan program administered by DEQ under ORS 468.423 to 468.440.

(E) "DEQ" means the Oregon Department of Environmental Quality.

(F) "DIRECTOR" means the Director of DEQ or the Director's authorized representative.

(G) "FACILITY" means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) "FINAL LOAN AMOUNT" means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) "HAZARDOUS MATERIALS" means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(J) "LOAN" means the loan made pursuant to this Loan Agreement.

(K) "LOAN AGREEMENT" or "AGREEMENT" means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(L) "LOAN AMOUNT" means the maximum amount DEQ agrees to loan the Borrower hereunder.

(M) "LOBBYING" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(N) "MANUAL" means the CWSRF Manual for Construction Projects.

(O) "OUTSTANDING LOAN AMOUNT" means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(P) "PROJECT" means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(Q) "REPAYMENT PERIOD" means the repayment period specified in ARTICLE 1(H).

(R) "SRF" means the Water Pollution Control Revolving Fund established under ORS 468.427, also known as the State Revolving Fund.

(S) "STATE" means the State of Oregon.

#### ARTICLE 10: MISCELLANEOUS

(A) NOTICES. All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to the DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program  
Water Quality Division  
Department of Environmental Quality  
811 S.W. Sixth Avenue  
Portland, Oregon 97204-1390  
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

#### (B) WAIVERS AND RESERVATION OF RIGHTS.

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for

breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

**(C) TIME IS OF THE ESSENCE.** The Borrower agrees that time is of the essence under this Loan Agreement.

**(D) RELATIONSHIP OF PARTIES.** The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

**(E) NO THIRD PARTY BENEFICIARIES.** DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

**(F) ASSIGNMENT.** DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

**(G) DEQ NOT REQUIRED TO ACT.** Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

**(H) FURTHER ASSURANCES.** The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

**(I) VALIDITY AND SEVERABILITY; SURVIVAL.** If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

**(J) NO CONSTRUCTION AGAINST DRAFTER.** Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

**(K) HEADINGS.** All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

**(L) ATTORNEYS' FEES AND EXPENSES.** In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

**(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.**

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**(N) COUNTERPARTS.** This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

**(O) ENTIRE AGREEMENT; AMENDMENTS.** This Loan Agreement constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

**BORROWER CITY OF GOLD BEACH**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Officer

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF OREGON ACTING BY AND THROUGH ITS  
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Neil Mullane Water Quality Administrator

Approved as to legal sufficiency  
By the Attorney General's Office:

\_\_\_\_\_  
Lynn T Nagasako, Senior AAG  
E-mail approval 1/28/11  
*LN* Date \_\_\_\_\_

APPENDIX A: REPAYMENT SCHEDULE

BORROWER:	City of Gold Beach	ANNUAL INTEREST RATE	1.11%
SRF LOAN NO.:	R37814	TERM:	Approximately 15 months
LOAN AMOUNT:	\$3,944,000	PAYMENT AMOUNT:	\$ 3,970,950
		ANNUAL FEE:	0.0%

Due Date	Pmt#	Principal	Interest	PAYMENT			Principal Balance
				Fees	Total		
						3,944,000	
4/30/2012	1	3,944,000	26,950	0	3,970,950	0	
TOTALS		3,944,000	26,950	0	3,970,950		

**APPENDIX B: ESTIMATED CWSRF LOAN DISBURSEMENT SCHEDULE**

Loan funds are expected to be available based on the following Project schedule:

4/11 - 6/11: \$986,000  
7/11 - 9/11: \$986,000  
10/11 - 12/11: \$986,000  
1/12 - 3/12: \$ 986,000

**APPENDIX C: MBE/WBE AFFIRMATIVE STEPS**

At a minimum a recipient or prime contractor must take six affirmative steps to demonstrate good faith effort to utilize minority (MBE), women-owned (WBE) and small (SBE) businesses. The six steps are:

- 1) The bidder includes qualified small, minority and women's businesses on solicitation lists;
- 2) The bidder assures that small, minority, women's businesses are solicited whenever they are potential sources;
- 3) The bidder divides total requirements, whenever economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority or women's businesses;
- 4) The bidder establishes delivery schedules whenever the requirements of the work permit, which will encourage participation by small, minority and women's businesses;
- 5) The bidder uses the services and assistance of the Small Business Administration (<http://pro-net.sba.gov>) and the Minority Business Development Agency of the U.S. Department of Commerce (<http://www.mbda.gov>) to identify appropriate small, minority and women businesses; and
- 6) If the bidder awards contracts/procurements, the bidder will require the subcontractors to take all of the affirmative action steps described above. (40 CFR Section 35.3145(d))

Forms for documenting compliance with these requirements may be found at Tab 6 of the Manual for Construction Projects. Please note that these requirements apply to any procurement of construction, supplies, equipment or services.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: [www.epa.gov/osdbu](http://www.epa.gov/osdbu)

Oregon Office of Minority, Women and Emerging Small Business

350 Winter Street N.E., Room 300

Salem, OR 97301-3878

Phone: 503 – 947 – 7922

Web Site: [www.cbs.state.or.us/omwesb](http://www.cbs.state.or.us/omwesb)

**APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS ("CROSS-CUTTERS")**

**ENVIRONMENTAL LEGISLATION:**

Archaeological and Historic Preservation Act of 1974, PL 93-291.  
Clean Air Act, 42 U.S.C. 7506(c).  
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.  
Coastal Zone Management Act of 1972, PL 92-583, as amended.  
Endangered Species Act 16 U.S.C. 1531, et seq.  
Executive Order 11593, Protection and Enhancement of the Cultural Environment.  
Executive Order 11988, Floodplain Management.  
Executive Order 11990, Protection of Wetlands.  
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.  
Fish and Wildlife Coordination Act, PL 85-624, as amended.  
National Historic Preservation Act of 1966, PL 89-665, as amended.  
Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.  
Wild and Scenic Rivers Act, PL 90-542, as amended.  
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.

**ECONOMIC LEGISLATION:**

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.  
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including  
Executive Order 11738, Administration of the Clean Air Act and the Federal Water  
Pollution Control Act with Respect to Federal Contracts, Grants or Loans.

**SOCIAL LEGISLATION:**

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).  
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).  
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution  
Control Act.  
Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including  
Executive Orders 11914 and 11250).  
Executive Order 12898, Environmental Justice in Minority Populations

**MISCELLANEOUS AUTHORITY:**

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.  
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.  
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/csa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In

addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## Part 2

### Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer

or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall, upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.



# City of Gold Beach

## 2011-12 Budget Calendar

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District \_\_\_\_\_ City of Gold Beach  
Budget Officer \_\_\_\_\_ Ellen Barnes, City Administrator  
Newspaper (ORS 193.010) \_\_\_\_\_ Curry County Reporter

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- March 11 .....Department directors submit budget recommendations to budget officer
- March 30 .....Publish first legal notice of Budget Committee meeting on April 14<sup>th</sup> for purpose of receiving 2011-12 proposed budget and State Revenue Sharing
- April 6 .....Publish second legal notice of Budget Committee meeting on April 14<sup>th</sup>
- April 7 .....A copy of the proposed budget is filed at City Hall and copies are delivered by Budget Committee members
- April 14 .....General meeting of the Budget Committee
1. Presiding officer is elected
  2. Budget Officer presents proposed budget and budget message
  3. Public Hearing on proposed budget and State Revenue Sharing
- April 21 and 28 ....Additional Budget Committee meetings, if needed
- May 5 .....General meeting of the Budget Committee to pass a motion recommending to the City Council a budget for Fiscal Year 2011-12 and approving an amount or rate of total property taxes to be certified for collection
- May 9 .....Public hearing on use of State Revenue Sharing funds and first reading of ordinance declaring city's election to receive State Revenue Sharing funds.
- May 25 .....First Notice – Publish “Financial Summary and Notice of Budget Hearing” scheduled for June 13 and advertisement of 2011-12 Budget including summary budget statements
- June 1 .....Second Notice – Publish notice of first publication of “Financial Summary and Notice of Budget Hearing” scheduled for June 13
- June 13 .....City Council meeting adopting the FY 2011-12 Budget
1. Public hearing on the recommended 2011-12 Budget and proposed use of State Revenue Sharing funds
  2. City Council adopts a resolution making appropriations and levying property taxes
  3. Second reading and adoption of ordinance declaring the city's election to receive State Revenue Sharing funds
- June 30 .....Certify property tax levy to county assessor

RESOLUTION R1011-23

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF THE CAL/OR  
FIRE CHIEFS MUTUAL AID AGREEMENT

**WHEREAS**, certain disasters can occur within the region that could exceed a single fire district's capacity to respond effectively to protect life and property; and

**WHEREAS**, previous mutual aid has been provided between and among local fire districts; and

**WHEREAS**, the State Fire Marshal encourages fire departments responding outside their jurisdiction to enter into formal mutual aid agreements; and

**WHEREAS**, the City of Gold Beach recognizes that a formal agreement for mutual aid would allow for better coordination of effort, ensure that adequate equipment is available, and ensure that mutual aid is accomplished in the minimum time possible; and

**WHEREAS**, authority for local governments to enter into written agreements with other local governmental units is provided under ORS 190.010; and

**WHEREAS**, the City of Gold Beach recognizes the benefits of mutual aid and protection of life and property in the event of a disaster or other emergency; and

**NOW, THEREFORE, BE IT RESOLVED** that the City of Gold Beach City Council hereby authorizes the Mayor to sign the Cal/Or Fire Chiefs Mutual Aid Agreement and commit the City of Gold Beach to the terms and provisions contain therein (CAL/OR Fire Chiefs Mutual Aid Agreement Attached).

SIGNED BY:

\_\_\_\_\_  
James H. Wernicke, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Fritts, City Recorder

# CAL/OR FIRE CHIEFS MUTUAL AID AGREEMENT

## OVERVIEW

The State Fire Marshal encourages Oregon departments that respond outside their jurisdictions to enter into formal mutual aid agreements.

ORS 190.010 authorizes local governments to enter into agreements with neighboring governmental entities for the performance of any and all functions which the parties to the agreement are authorized to perform.

In accordance with this statute, fire service districts enter into mutual aid agreements for services, including emergencies which have the potential to overwhelm the resource capabilities within a single district. These agreements are integral parts of the *Mobilization Plan* as administered by the Office of State Fire Marshal.

## CAL/OR FIRE CHIEFS MUTUAL AID AGREEMENT

### INTRODUCTION

WHEREAS, certain disasters have the potential of outstripping the capacity of any community to effectively protect life and property,

WHEREAS, the parties desire to combine and coordinate their resources for responses to disasters occurring in their jurisdictions,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed between the Cal/Or Fire Chiefs as follows:

This Agreement shall be effective on the date signed by all parties, and shall be effective as to each additional party as provided in Section 18 of this Agreement, and is entered into for the purpose of securing to each party periodic emergency assistance for response to emergencies resulting from any cause.

### AUTHORITY

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its

officers or agencies, have authority to perform, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties. Additionally, ORS Chapters 453, 476 and 401 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

#### SCOPE OF AGREEMENT

This Agreement, being in conformance with the *Oregon Fire Service Mobilization Plan* as adopted by the State Fire Marshal, shall include the following types and kinds of mutual aid assistance, and operating terms and conditions.

#### TYPE OF EQUIPMENT AND PERSONNEL.

The parties hereto agree to provide to all other parties to the Agreement personnel and equipment as described in Attachment "A" (CAL/OR resource directory) which is incorporated herein by this reference. Further, the parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this Agreement due to normal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last more than thirty (30) days, the party experiencing such change shall notify all other parties to the Agreement.

#### GOOD FAITH.

Each of the parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency.

#### DISPATCHING.

It is agreed by the parties hereto that mutual aid assistance, when to be sent shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement.

#### SUPERVISION.

When personnel and/or equipment are furnished under this Agreement, the agency having incident command responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the

requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved. Further, "supervision" as used in this section refers to conduct of the mission. Each person participating in the mission remains an employee of that person's employing agency and is subject to the personnel policies solely of that employing agency.

#### WAIVERS

##### GENERAL WAIVERS.

Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this Agreement.

##### HOLD HARMLESS.

Any requesting party shall, to the extent permitted by any applicable constitutional or Tort Claims Act limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.

##### WORKERS' COMPENSATION.

Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and responding under this Agreement recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.

##### REFUSALS TO PERFORM

This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's commanding officer, response would create an unreasonable risk of danger to the responding party's employees and/or equipment or any third party.

##### COMPENSATION

The parties agree that the personnel and equipment available under this Agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this Agreement.

#### TERMINATION

Any party hereto may terminate this Agreement at any time by giving thirty (30) days notice of the intention to do so to any and all other parties. Such notice shall be sent to the governing body of the other parties and a copy thereof to the chief of the department of the parties notified. This Agreement will remain in effect so long as there are at least two parties remaining.

#### EXTRA JURISDICTIONAL OPERATING AUTHORITY

The parties hereto recognize and agree that ORS Chapters 190, 453 and 476 extend the powers and authorities of the parties herein beyond their regular jurisdictions when operating under this agreement.

#### COST RECOVERY

The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred.

#### RETIREMENT SYSTEM STATUS

The parties hereto recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

#### ASSIGNMENTS/SUBCONTRACTS

Except as expressly provided herein, the parties hereto recognize and agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other parties hereto.

#### SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to the Agreement and the respective successors and assigns.

#### COMPLIANCE WITH GOVERNMENT REGULATIONS

Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

#### FORCE MAJEURE

No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

#### SEVERABILITY

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

#### AMENDMENTS

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

#### DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

#### UNPROTECTED AREAS POLICY

(ORS 476.280, 476.290)

#### DEFINITIONS

“Unprotected areas” means any area of the county or state that does not have both wildland and structural protection.

“Undue jeopardy to life and property” means a “threat and/or danger to the lives and/or property of persons residing inside the boundaries of the city or district. It is further the policy that “undue jeopardy to life and property” be applied liberally in allowing fire chiefs to intervene before an actual threat arises.

#### OVERVIEW

The fire chief shall obtain from the governing body or the district board of the rural fire protection district general authorization to extinguish uncontrolled fires burning in unprotected areas that are causing, or may cause, undue jeopardy to life and property. This authorization to respond in unprotected areas shall not be construed to constitute a contract to provide service.

When in the opinion of the fire chief, a fire burning out of control in an unprotected area is causing, or may cause, undue jeopardy to life or property and equipment is available and a response will not unduly jeopardize local capabilities, resources may respond to extinguish the fire. The department would employ the same means and resources they would to extinguish a similar fire within their own boundaries.

When such a fire is extinguished, the governing body of the city or the district board of the rural fire protection district providing the service may bill the owner of the property involved in the fire. The cost to the property owner

will be the cost of the fire suppression, using the standardized cost schedule approved by the State Fire Marshal, on forms furnished by the State Fire Marshal for this purpose. In no case shall the cost be greater than the pro rata cost that would have been charged for the performance of a similar fire suppression in the responder's own jurisdiction.

#### UNPROTECTED AREAS STANDARDIZED COST SCHEDULE

This schedule is adopted by reference in OAR 837, Division 130, State Fire Marshal Standardized Cost Schedule. A copy is in the appendices of this plan.

#### INCIDENTS BEYOND THE CAPABILITY OF LOCAL RESOURCES

When a fire threat presenting undue jeopardy to life and property exists in an area unprotected by a city or rural fire department, and the size of the incident is beyond the capability of the responding fire department and any mutual aid departments, or if structural fire protection is not available, a fire suppression response may be available under the Emergency Conflagration Act.

#### PUBLIC SAFETY POLICY

(ORS 478.310, 478.315)

#### DEFINITIONS

"Transportation route" means a roadway, waterway or railroad right of way against which no taxes or assessments for fire protection are levied by the city or fire district.

"State property" means any public land or other real property controlled by any agency of the State of Oregon and against which no taxes or assessments for fire protection are levied by a city or fire district.

#### OVERVIEW

##### Transportation Routes and Outside Jurisdiction Boundaries

When a city or fire district responds to a call for assistance outside the limits of a district or of a city, or an occurrence on a transportation route within the city or fire district, the city or fire district may recover from the person or property receiving the direct fire or safety services the reasonable value of the services rendered, including repairs and depreciation, in accordance with the transportation cost schedule issued by the state fire marshal. The district or city may recover other expenses or costs reasonably incurred in furnishing the assistance, as adopted by the service provider. See ORS 378.310.

## TRANSPORTATION COST SCHEDULE

This schedule is adopted by reference in OAR 837, Division 130, State Fire Marshal Standardized Cost Schedule.

## SIGNATURES

The undersigned warrant and represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement. All signatures shall be executed in counterparts, using the form appearing on the next page hereto or another substantially in that form.

**SIGNATURE PAGE FOR MUTUAL AID**  
**AGREEMENT**

\_\_\_\_\_  
**PARTICIPATING AGENCY**

\_\_\_\_\_  
**Fire Chief**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Mayor or Board Chairman**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**DATE**

# PACIFIC COAST CAL-OR FIRE CHIEFS' ASSN.

898 Elk Drive , Brookings, OR 97415  
2011 Participating Agencies

AGNESS-ILLAHE V.F.D.  
Bill Scherbarth, Chief  
Agness Illahe Road  
Agness, OR 97406

[rowdee@dishmail.com](mailto:rowdee@dishmail.com)  
(541) 247-7987 Home

BROOKINGS FIRE DEPARTMENT  
William Sharp, Chief  
898 Elk Dr  
Brookings, OR 97415

[bsharp@brookings.or.us](mailto:bsharp@brookings.or.us)  
(541) 469-1141 Station  
(541) 412-0384 Home  
(541) 251-0152 Cell

CAPE FERRELO R.F.P.D.  
Rich Miller, Chief  
PO Box 4068  
Brookings, OR 97415

[capeferrelorfpd@nwtec.com](mailto:capeferrelorfpd@nwtec.com)  
(541) 469-5637 Station  
(541) 469-6334 Home  
(541) 661-1370 cell

CEDAR VALLEY, NORTH BANK R.F.P.D.  
Keith Wright, Chief  
95758 Onyx St  
Gold Beach, OR 97444

[isis1037@yahoo.com](mailto:isis1037@yahoo.com)  
(541) 247-2951 Home

CAL-ORE LIFE FLIGHT  
Dan Bratton, Owner  
PO Box 1986  
Brookings, Or 97415

[dan@cal-ore.com](mailto:dan@cal-ore.com)  
(541) 469-7911

COOS FOREST PROTECTION DIST.  
John Flannigan  
P.O. Box 603  
Gold Beach, OR 97444

[jflannigan@odf.state.or.us](mailto:jflannigan@odf.state.or.us)  
(541) 247-6241 Work

COOS FOREST PROTECTION DIST.  
Jeremy Belleque  
Coos Forest Patrol

[Jeremy\\_belleque@yahoo.com](mailto:Jeremy_belleque@yahoo.com)  
(541) 469-2302 Work  
Cell 661-3487

**GOLD BEACH FIRE DEPARTMENT**  
Bruce Floyd, Chief  
29592 Ellensburg Ave  
Gold Beach, OR 97444

<sup>F</sup>  
[bms21@charter.net](mailto:bms21@charter.net)  
(541) 247-6204 Station  
(541) 247-7180 Home  
(541) 247-7029 City Bus.

**HARBOR R.F.P.D.**  
John Brazil, Chief  
P.O. Box 2001  
Brookings, OR 97415

[harborfire@charter.net](mailto:harborfire@charter.net)  
(541) 469-5301 Station  
(541) 412-9256 Home  
(530) 306-7919 Cell

**KLAMATH FPD**

(707) 482-3311 Station

**LANGLOIS R.F.P.D.**  
Mike Murphy, Chief  
P.O. Box 97  
Langlois, OR 97450

[mmurphy@portorford.org](mailto:mmurphy@portorford.org)  
(541) 348-2304 Home  
(541) 332-3681 Work

**OPHIR R.V.F.D.**  
Adam Brotten, Chief  
PO Box 70  
Ophir, OR 97464

(541) 247-9099 Home  
(541) 247 2452 Dept

**PISTOL RIVER R.V.F.D.**  
Chief, Ron Hanson  
P.O. Box 6100  
Pistol River, OR 97444

[pistolriverfire@wildblue.net](mailto:pistolriverfire@wildblue.net)  
(541) 247-7282 Home

**PORT ORFORD FIRE DEPARTMENT**  
Chief, Gayle Wilcox  
P.O. Box 310  
Port Orford, OR 97465

[seabreeze@harborside.com](mailto:seabreeze@harborside.com)  
(541) 332-9066 Station  
(541) 332-8265 Home  
(541) 332-0445 Work  
(541) 253-6699 Cell

**SIXES R.F.P.D.**  
Wayne Moore, Chief  
P.O. Box 246  
Sixes, OR 97476

[hjwalter@harborside.com](mailto:hjwalter@harborside.com)  
(541) 332-9090 Station  
(541) 348-9927 Home

**STATE FIRE MARSHAL**  
Deputy Charles Chase  
4500Rogue Valley Hwy, Suite A  
Central Point, Or 97502

[Charles.CHASE@state.or.u](mailto:Charles.CHASE@state.or.u)  
541 776-6114 xt 237  
Cell 541 941-7969

**U.S.D.A FOREST SERVICE, Pacific Fire Zone.**  
**Fire Mgmt. Officer Jeff Riepe**  
**29279 Ellensburg Ave**  
**Gold Beach, Or 97444**

**iriepe@fs.fed.us**  
**(541) 247-3686 Work**

**UPPER CHETCO V.F.D.**  
**Ron Vogel, Chief**  
**99691 N Bank Chetco River Rd.**  
**Brookings, OR 97415**

**(541) 469-4508 Home**  
**(541)661-1013**

**WINCHUCK R.F.P.D.**  
**Paul Savona, Chief**  
**15740 Winriver Dr**  
**Brookings, OR 97415**  
**(707) 845-1072 Cell**

**spsavona@gmail.com**  
**Paul.Savona@fire.ca.gov**  
**(541) 469-7751 Station**  
**(541) 469-2879 Home**

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

2011

## GENERAL INFORMATION

DEPT. Agness - Illabe VFD BUS. ADDRESS PO Box 27  
 CITY, STATE & ZIP Agness, Or 97406 BUS. PHONE 541 247-7987  
 Dept. or Chiefs E-Mail address rowdee@dishmail.net  
 FIRE CHIEF Bill Scherbarth PRIMARY PHONE 247-7987 OTHER \_\_\_\_\_ (home)  
 ASST CHIEF John Scherbarth PRIMARY PHONE 247-7797 OTHER 247-7987 (home)  
 ALTERNATE Paul Bradley PRIMARY PHONE 247-7767 OTHER \_\_\_\_\_ (home)  
 EMERGENCY 911 DISPATCHED BY Curry County Sheriffs Office  
 FIRE STA. BUS. PHONE \_\_\_\_\_ MANNED? YES \_\_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 12 Meeting/Training Night Sunday

## COMMUNICATIONS

BASE STA. CALL # 5600, PRIMARY FREQ. \_\_, MUTUAL AID FREQ. \_\_ OTHER FREQS. (specify agency)  
 # OF HANDHELDS 8, # OF MOBILES 4, REPEATER CAPABILITY? Yes  
 COMMAND CALL #s - CHIEF 5621, ASST CHIEF 5622, OTHERS (specify)

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE		
			feet	dia	lay			yes	no	
6501	750	500	1000	1	1/2"	2	2		X	X

INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)	
5618	500	1200	X		

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP			DRAFT HOSE	
			yes	no	gals	yes	no	size	yes	no
5615	250	3400		X		X			X	
5616	500	4000		X		X			X	
5617	250	1100		X			X		X	

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES
611	Rescue Van Fully equipped as ambulance

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID 2011

## GENERAL INFORMATION

DEPT. Brookings Fire Department BUS. ADDRESS 898 Elk Drive  
 CITY, STATE & ZIP Brookings, OR 97415 BUS. PHONE 469-1140  
 Dept or Chiefs E Mail bsharp@brookings.or.us Cell 251-0152  
 FIRE CHIEF William J Sharp PRIMARY PHONE 469-1140 OTHER 412-0384 (home)  
 ASST CHIEF Tom Kerr PRIMARY PHONE 469-3139 OTHER 469-5288 (home)  
 ASST CHIEF Jim Watson PRIMARY PHONE 469-1142 OTHER 254-0361 home  
 EMERGENCY 9-1-1 DISPATCHED BY Brookings Police Department  
 FIRE STA. BUS. PHONE 469-1140 MANNED? YES X, NO   , HRS. 8am - 5 pm  
 AVERAGE ANNUAL # OF FIREFIGHTERS 40

## COMMUNICATIONS

BASE STA. CALL # STA 1, PRIMARY FREQ. 154-385, MUTUAL AID FREQ. 154-445  
 OTHER FREQS. (specify agency) Tach 1  
 # OF HANDHELDS 14, # OF MOBILES 5, REPEATER CAPABILITY?  
 COMMAND CALL #s - CHIEF 6221, ASST CHIEF 6222, 6223 (specify) 3 Captains

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay			S.C.B.A units / spares		MONITOR yes / no	DRAFT HOSE yes / no	
Brkgs I - 6201	1500	1000	1500	5 in	D	8	12	X		X
Brkgs II - 6202	1500	2600	1500	5 in	D	8	20	X		X

INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)	
Brkgs III-6203	320	280		X	Pump is supported by foam - 10 gal tank
					Portable pump & hose Rescue Equip., Wildland fire fighting equip. EMS Equipment.

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals			LARGE DUMP yes / no / size			DRAFT HOSE yes / no	

## OTHER VEHICLES

DESIGNATION (4 digits)      PURPOSE/ FEATURES

6221	Command/ First Response Vehicle- 200 Gal Water tank/Pump with foam, Basic Medical, Stokes.
6211	Ambulance/ Rescue vehicle, Jaws, airbags, Lighting, Basic Medical, Stokes.

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR X, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
DUCTORS- 2 #- 1500 GPM, 2 #- 320 GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF 30 Gals, AFFF/ATC \_\_\_\_\_, WILDLAND 65 Gals, OTHER  
OTHER SPECIAL APPLIANCES

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PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
\_\_\_\_\_ - \_\_\_\_\_ GPM, 1 - 500 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 4000 WATTS, 1 - 3500 WATTS, 2 - 1000 WATTS, 2 - 650 WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW 4, CIRCULAR SAW 3, SMOKE EJECTORS 4 (#)

**SPECIALTY EQUIPMENT**

JAWS- YES X, NO \_\_\_ / PORTA POWER- YES X, NO \_\_\_ / CUTTING EQUIP- YES X, NO  
AIR BAGS- YES X, NO \_\_\_, OTHER INFO Portable light plants. portable lights - 6,

**HOSE IN RESERVE**

1000 FT OF 5", 1000 FT OF 2 1/2", 1000 FT OF 1 3/4"

**BREATHING AIR SYSTEM- YES X, NO**

2216# \_\_\_ OR 4500# X, 20 CFM COMP., 24 STORAGE TANKS (in station) & 24 (mobile)

**WILDLAND INFO**

WILD LAND TURNOUTS- YES X, NO  
WILD LAND FIRE FIGHTING TRAINED- YES X, NO \_\_\_\_\_ Num Trained 19  
Dept Training Night Monday Night

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

**2011**

## GENERAL INFORMATION

DEPT. Cape Ferrelo Rural Fire Dept. BUS. ADDRESS 96349 Cape Ferrelo Rd.  
 CITY, STATE & ZIP Brookings, OR 97415 BUS. PHONE 469-5637  
 Dept Or Chiefs E-Mail capeferrelorfpd@charter.net  
 FIRE CHIEF Rich Miller PRIMARY PHONE 469-6334 OTHER \_\_\_\_\_ (home)  
 ASST CHIEF Bill Adams PRIMARY PHONE \_\_\_\_\_ OTHER 661-3368 (Cell)  
 ALTERNATE Bob Basham PRIMARY PHONE 469-8934 OTHER 469-8934 (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Brookings Police Department  
 FIRE STA. BUS. PHONE 469-5637 MANNED? YES \_\_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 21

## COMMUNICATIONS

BASE STA. CALL # 5300, PRIMARY FREQ. 154.385, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) \_\_\_\_\_  
 # OF HANDHELDS 10, # OF MOBILES 8, REPEATER CAPABILITY? YES  
 COMMAND CALL #s - CHIEF 5321, ASST CHIEF 5322, OTHERS (specify) \_\_\_\_\_

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A		MONITOR		DRAFT HOSE	
			feet	dia	lay	units	spares	yes	no	yes	no
5301	1000	1000	1600	2.5		4	10		X	X	
302	1000	800	1000	2.5		2	2		X	X	

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS		SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
			2WD / 4WD		
5303	200	250		X	Pump and Roll, Wild Land set up.

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP			DRAFT HOSE	
			yes	no	gals	yes	no	size	yes	no
5314	200	2500	X		3000	X		3000		X
5315	200	4000	X		3000	X		3000		X

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES
5311-Rescue	4WD Scout - with portable pump, draft hose, and 1.5 hose, Auto-Diffbrillator

**FOAM CAPABILITIES - YES X / NO \_\_\_\_\_**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
DUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF 20 gal., AFFF/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 200 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 2500 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW X, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS 1 (#)

**SPECIALTY EQUIPMENT**

JAWS- YES \_\_\_\_\_, NO X / PORTA POWER- YES \_\_\_\_\_, NO X / CUTTING EQUIP- YES \_\_\_\_\_, NO  
AIR BAGS- YES \_\_\_\_\_, NO X, OTHER INFO

**HOSE IN**

**RESERVE**

250 FT OF 2.5, 250 FT OF 1.5, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

**BREATHING AIR SYSTEM- YES X, NO**

2216# X OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., 8 STORAGE TANKS (in station) & 12 (mobile)  
10 full BA systems

WILDLAND TURNOUTS- YES X, NO

WILDLAND FIRE FIGHTING TRAINED- YES X; NO \_\_\_\_\_

Training Night Tuesday Night 6-8pm

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

**2011**

## GENERAL INFORMATION

DEPT. Cedar Valley No. Bank BUS. ADDRESS 95758 Onyx St  
 CITY, STATE & ZIP Gold Beach, Or 97444 BUS. PHONE 247-4112

Dept or Chiefs E-Mail \_\_\_\_\_

FIRE CHIEF Keith Wright PRIMARY PHONE \_\_\_\_\_ OTHER 247-2951 (home)  
 ASST CHIEF Jerry Biewend PRIMARY PHONE \_\_\_\_\_ OTHER 247-4503 (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Curry County Sheriff's Department  
 FIRE STA. BUS. PHONE \_\_\_\_\_ MANNED? YES \_\_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 10

## COMMUNICATIONS

BASE STA. CALL # 5500, PRIMARY FREQ. 154.430, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) \_\_\_\_\_  
 # OF HANDHELDS 3, # OF MOBILES 2, REPEATER CAPABILITY? No  
 COMMAND CALL #s - CHIEF 5521, ASST CHIEF 5522, OTHERS (specify) \_\_\_\_\_

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay			S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE yes / no
5502	500	500	1400	2.5	D	2	X	X
5503	750	700	1400	2.5	S	2 2	X	X

\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
5501	250	800	X	1000 port a tank

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals			LARGE DUMP yes / no / size		DRAFT HOSE yes / no
5515	200	2100	X	X	12	X	X	

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES

FOAM CAPABILITIES - YES \_\_\_\_\_ / NO X

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
EDUCTORS- \_\_\_\_\_ # - \_\_\_\_\_ GPM, \_\_\_\_\_ # - \_\_\_\_\_ GPM, \_\_\_\_\_ # - \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
FFF \_\_\_\_\_, AFFF/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
OTHER SPECIAL APPLIANCES

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PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 500 GPM, 1 - 350 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 350 WATTS, 1 - 600 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

### VENTILATION EQUIPMENT

CARBIDE CHAINSAW \_\_\_\_\_, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS 1 (#)

### SPECIALTY EQUIPMENT

JAWS- YES \_\_\_\_\_, NO X / PORTA POWER- YES \_\_\_\_\_, NO X / CUTTING EQUIP- YES \_\_\_\_\_, NO  
AIR BAGS- YES \_\_\_\_\_, NO X, OTHER INFO

### HOSE IN RESERVE

1000 FT OF 2.5, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

### BREATHING AIR SYSTEM- YES \_\_\_\_\_, NO X

2216# \_\_\_\_\_ OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES \_\_\_\_\_, NO  
WILDLAND FIRE FIGHTING TRAINED- YES \_\_\_\_\_, NO

**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID  
2011**

**GENERAL INFORMATION**

DEPT. Coos Forest Protective Assoc. BUS. ADDRESS PO Box 603  
 CITY, STATE & ZIP Gold Beach, OR 97444 BUS. PHONE 247-6241  
 Dept. or Chiefs E-Mail Address iflannigan@odf.state.or.us  
 Unit Forester John Flannigan PRIMARY PHONE 247-6241 OTHER 247-9047 (home)  
 Asst Unit Forester Stan Hodney PRIMARY PHONE 247-6241 OTHER 247-7846 (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Curry County S. O. Brookings PD  
 FIRE STA. BUS. PHONE 247-6241 MANNED? YES X, NO \_\_\_\_\_, HRS. during fire season  
 AVERAGE ANNUAL # OF FIREFIGHTERS 9 during fire season, 3 during off season

**COMMUNICATIONS**

BASE STA. CALL # 3-5, PRIMARY FREQ. 151-205, MUTUAL AID FREQ. 154-445  
 OTHER FREQS. (specify agency) GCSO, Gold Beach Fire, Forest Service, Brookings Fire  
 # OF HANDHELDS 5, # OF MOBILES 6, REPEATER CAPABILITY? Yes  
 COMMAND CALL #s - UNIT FORESTER 103, UNIT FORESTER 113, OTHERS (specify)  
Brookings Forest Officer - 124

**ENGINES - BRUSH RIGS**

DESIGNATION PUMP TANK CHASSIS SPECIAL FEATURES - SPECIFY  
 (4 digit) GPM GALS 2WD / 4WD (foam, pump and roll, etc.)

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
25	40	200	X	Pump on move - Gold Beach
24	40	200	X	Pump on move- Brookings
34	120	950	X	1,500 Gal Porta-tank - Gold Beach
35	300	1000	X	Has a CAFS system (foam), 2,100 Gal Porta-tank
18	40	200	X	Pump an roll - Port Orford

**WATER TENDERS**

DESIGNATION PUMP TANK PORT. TANK LARGE DUMP DRAFT HOSE  
 (4 digit) GPM GALS yes / no / gals yes / no / size yes / no

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals	LARGE DUMP yes / no / size	DRAFT HOSE yes / no
44- Gold Beach	300	2800	X	2000 X	6" X

**FOAM CAPABILITIES - YES \_\_\_ / NO X**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
 FFF \_\_\_\_\_, AFFF/ATC \_\_\_\_\_, WILDLAND 10 GAL, OTHER  
 OTHER SPECIAL APPLIANCES \_\_\_\_\_ CAFS Foam system is on Engine 35

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
2 - 100 GPM, 1 - 250 GPM, 1 - 750 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 1500 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW \_\_\_\_\_, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS \_\_\_\_\_ (#)

**SPECIALTY EQUIPMENT**

JAWS- YES \_\_\_\_\_, NO \_\_\_\_\_ / PROTA POWER- YES \_\_\_\_\_, NO \_\_\_\_\_ / CUTTING EQUIP- YES \_\_\_\_\_, NO  
AIR BAGS- YES \_\_\_\_\_, NO \_\_\_\_\_, OTHER INFO

**HOSE IN**

**RESERVE**

3000 FT OF 1 1/2 \_\_\_\_\_, 4000 FT OF 1" \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

**BREATHING AIR SYSTEM- YES \_\_\_\_\_, NO X**

2216# \_\_\_\_\_ OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES X \_\_\_\_\_, NO  
WILDLAND FIRE FIGHTING TRAINED- YES X \_\_\_\_\_, NO

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

**2011**

## GENERAL INFORMATION

DEPT. Gold Beach BUS. ADDRESS 29592 Ellensburg Ave  
 CITY, STATE & ZIP Gold Beach, OR 97444 BUS. PHONE 247-7029  
 Dept or Chiefs E-Mail bms21@charter.net  
 FIRE CHIEF Bruce Floyd PRIMARY PHONE \_\_\_\_\_ OTHER 247-7180 (home)  
 ASST CHIEF Dale St.Marie PRIMARY PHONE 247-7211 OTHER 247-6250 (home)  
 ALTERNATE Don Snook PRIMARY PHONE \_\_\_\_\_ OTHER 247-7672 (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Curry County Sheriff Department  
 FIRE STA. BUS. PHONE 247-6204 MANNED? YES , NO , HRS. \_\_\_\_\_  
 AVERAGE ANNUAL # OF FIREFIGHTERS 22

## COMMUNICATIONS

BASE STA. CALL # 6400, PRIMARY FREQ. 154.430, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) CFPA - Direct & Grizzly Rep., CCSD - Direct & Rep.  
 # OF HANDHELDS 10, # OF MOBILES 5, REPEATER CAPABILITY? On CFPA or CCSD  
 COMMAND CALL #s - CHIEF 6421, ASST CHIEF 6422, OTHERS (specify) 6423 - Bat. Ch.

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *		S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE	
			feet / dia / lay				yes / no	yes / no
6405	1250	1000	1000	5 S	6 6	X		X
6404 @	1250	1250	1000	3 S	4 4		X	X
6402	1500	750	1000	5 D	6 6	X		X
6401	1500	750	1100	5 S	6 6	X		X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES
6411 Van	Utility/Rescue Equipment

## FOAM CAPABILITIES - YES X / NO

TYPE ON BOARD X, EDUCTOR X, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- 1 #- 60 GPM, 1 #- 95 GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
 AFFF 70, AFFF/ATC \_\_\_\_\_, WILDLAND 45, OTHER  
 OTHER SPECIAL APPLIANCES

6401, on board A+B system Non-aspirated

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 300 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 650 WATTS, 1 - 3800 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

ARBIDE CHAINSAW 1, CIRCULAR SAW 1, SMOKE EJECTORS 2 (#)  
STANDARD CHAINSAW - 1

**SPECIALTY EQUIPMENT**

JAWS- YES X, NO \_\_\_ / PROTA POWER- YES X, NO \_\_\_ / CUTTING EQUIP- YES \_\_\_, NO  
AIR BAGS- YES X, NO \_\_\_, OTHER INFO Jaws and other extrication equipment is carried on 6411.  
6411, 6404 and 6405 have King Mobile capable of communication with most agencies.

**HOSE IN RESERVE**

500 FT OF 3", 400 FT OF 1.75, 400 FT OF 1.5, \_\_\_\_\_ FT OF

**BREATHING AIR SYSTEM- YES X, NO**

2216# \_\_\_\_\_ OR 4500# X, 12 CFM COMP., 6 STORAGE TANKS (in station) & 0 (mobile)

WILDLAND TURNOUTS- YES \_\_\_\_\_, NO X

WILDLAND FIRE FIGHTING TRAINED- YES \_\_\_\_\_, NO X

Dept Training Night/Day Monday

**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID**  
**2011**

**GENERAL INFORMATION**

DEPT. Harbor Fire Department BUS. ADDRESS PO Box 2001, 98069 W. Benham Lane  
 CITY, STATE & ZIP Harbor, OR 97415 BUS. PHONE 469-5301  
 Dept or Chiefs E-mail address: harborfire@charter.net  
 FIRE CHIEF John Brazil PRIMARY PHONE 541-661-2410 (Cell) OTHER 541-412-9256(home)  
 ASST CHIEF Bart Kast PRIMARY PHONE 541-661-2275 (Cell) OTHER 541-469-9144 (home)  
 ALTERNATE Ben Bowers PRIMARY PHONE 541-661-1491 (Cell) OTHER NONE  
 ALTERNATE EMERGENCY 9-1-1 DISPATCHED BY Brookings Police Department  
 FIRE STA. BUS. PHONE 469-5301 MANNED? YES    , NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 20

**COMMUNICATIONS**

BASE STA. CALL # STA-1, PRIMARY FREQ. 154.385, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) 154.335 Harbor base  
 # OF HANDHELDS 10, # OF MOBILES 5, REPEATER CAPABILITY? No  
 COMMAND CALL #s - CHIEF 6121, ASST CHIEF 6123, OTHERS (specify) 6122 Bowers Bowers.  
6124 Carl Guenther, 6125 Darryl Harmon

**ENGINES - STRUCTURE ONLY**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay			S.C.B.A units / spares		MONITOR yes / no	DRAFT HOSE yes / no	
6102	300	300	200	2.5		2	2		X	X
6103	1000	1000	1200	2.5	D	4	4		X	X
6104	1250	1000	1200	2.5	D	7	7	X		X
6101	1250	1000	1200	3	D	7	7	X		X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

**OTHER VEHICLES**

DESIGNATION (4 digits)	PURPOSE/ FEATURES
6111	Service/ Utility, Jaws extrication, Rescue

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD 1, EDUCTOR    , CAFS or WEPS    , FOAM GENERATOR  
 EDUCTORS- 1 #- 60 GPM, 1 #- 95 GPM,  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
FFF 70, AFFF/ATC    , WILDLAND    , OTHER  
 OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM

     -      GPM,      -      GPM,      -      GPM,      -      GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE

  1   -  3000  WATTS,   2   -  5000  WATTS,   2   -  1500  WATTS,      -      WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW   4  , CIRCULAR SAW   1  , SMOKE EJECTORS   3   (#)

**SPECIALTY EQUIPMENT**

JAWS- YES  X , NO    / PORTA POWER- YES  X , NO  X  / CUTTING EQUIP- YES   , NO  X   
AIR BAGS- YES   , NO  X , OTHER INFO   Infra-red detector (2) , Downed Hotline Detector (1)  

**HOSE IN RESERVE**

 2200  FT OF  2.5 ,   500  FT OF  1.75 ,   200  FT OF  1.5 ,   200  FT OF   1 

**BREATHING AIR SYSTEM- YES  X , NO**

2216#  X  OR 4500#   ,   12  CFM COMP.,   3  STORAGE TANKS (in station) &    (mobile)

WILDLAND FIRE FIGHTING TRAINED- YES  X , NO   

WILDLAND TURNOUTS- YES  X , NO   

Dept Training Night  2<sup>nd</sup> ,  3<sup>rd</sup> , and  4<sup>th</sup>  Monday nights

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

2011

## GENERAL INFORMATION

DEPT Langlois BUS. ADDRESS 94322 1<sup>st</sup> street Po Box 97  
 CITY, STATE & ZIP Langlois, Oregon 97450 BUS. PHONE 348-2304  
 Dept or Chiefs E-Mail mmurphy@portorford.org  
 FIRE CHIEF Michael Murphy PRIMARY PHONE 348-2304 OTHER 332-3681 (Work)  
 ASST CHIEF Art Sypher PRIMARY PHONE \_\_\_\_\_ OTHER 348-2237 (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 EMERGENCY 911 DISPATCHED BY Curry County Sheriff  
 FIRE STA. BUS. PHONE 348-2304 MANNED? YES \_\_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 14

## COMMUNICATIONS

BASE STA. CALL # 6900, PRIMARY FREQ. 154.430, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) 154.250, 154.280  
 # OF HANDHELDS 12, # OF MOBILES 8, REPEATER CAPABILITY? \_\_\_\_\_ Yes  
 COMMAND CALL #s - CHIEF 21, ASST CHIEF 22, OTHERS (specify) 25

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A		MONITOR		DRAFT HOSE	
			feet	dia	lay	units	spares	yes	no	yes	no
6901	1000	1000	1200	2.5	S	4	4	X		X	
5902 Reserve 1943	500	100	250	2.5	S	2	0		X	X	
6903 3 <sup>rd</sup> Out	750	1000	200	2.5	S	2	0		X	X	
6904 2 <sup>nd</sup> Out	750	1000	1200	2.5		4	4	X		X	

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)	
6916	500	1200		X	Foam, front 1 1/2" monitor

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP			DRAFT HOSE	
			yes	no	gals	yes	no	size	yes	no
6915	1000	5000		X		X			X	

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES
69 U1	Utility Unit, has Ventilation equipment, Generator, Lighting, traffic cones, etc.
	Rescue Unit Has Jaws & Air Bags, Traffic Equipment

69R1

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD Class A , EDUCTOR \_\_\_\_\_ , CAFS or WEPS \_\_\_\_\_ , FOAM GENERATOR  
EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF \_\_\_\_\_ , AFFF/ATC \_\_\_\_\_ , WILDLAND 10 , OTHER  
OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 250 GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 4500 WATTS, 1 - 2250 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW 1 , CIRCULAR SAW 1 , SMOKE EJECTORS 1 (#)  
Positive Pressure Fans 2

**SPECIALTY EQUIPMENT**

JAWS- YES X , NO \_\_\_ / PORTA POWER- YES \_\_\_ , NO X / CUTTING EQUIP- YES X , NO  
AIR BAGS- YES X , NO \_\_\_ , OTHER INFO Sawzall

**HOSE IN RESERVE**

500 FT OF 2.5 , 500 FT OF 1.5 , 500 FT OF 1" , \_\_\_\_\_ FT OF

**BREATHING AIR SYSTEM- YES X , NO**

2216# X OR 4500# \_\_\_\_\_ , 5.0 CFM COMP., 4 (444 Cuft-Each) STORAGE TANKS (in station)

WILDLAND TURNOUTS- YES X , NO \_\_\_\_\_

WILDLAND FIRE FIGHTING TRAINED- YES # X , NO 14

Training Night/Day Tuesday 7 PM

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

**2011**

## GENERAL INFORMATION

DEPT. Ophir Fire Department BUS. ADDRESS PO Box 70  
 CITY, STATE & ZIP Ophir, OR 97464 BUS. PHONE 247-2452  
 Dept or Chiefs E-Mail turnow@harborside.com  
 FIRE CHIEF Adam Brotten PRIMARY PHONE 247-9099 OTHER 247-2452 (Work)  
 ASST CHIEF -----PRIMARY \_\_\_ OTHER \_\_\_ (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Sheriff's Department  
 FIRE STA. BUS. PHONE 247-2452 MANNED? YES \_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 12

## COMMUNICATIONS

BASE STA. CALL # 6500, PRIMARY FREQ. 154.430, MUTUAL AID FREQ.  
 OTHER FREQS. (specify agency)  
 # OF HANDHELDS 4, # OF MOBILES 3, REPEATER CAPABILITY Yes  
 COMMAND CALL #s - CHIEF 6521, ASST CHIEF 6522, OTHERS (specify) Captain - 6523  
Becky Brotton 6524 Jason Allen 6525 Kyle Thorpe

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay			S.C.B.A units / spares		MONITOR yes / no	DRAFT HOSE yes / no	
6501	1250	1000	1200	3	acc	4	4	X		X
6504	1250	1000	1270	5"	acc	4	10	X		X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## OTHER VEHICLES

DESIGNATION (4 digits)	PURPOSE/ FEATURES
6511	Fast Attack/ Rescue Van

## FOAM CAPABILITIES - YES X / NO

TYPE ON BOARD \_\_\_\_\_, EDUCTOR X, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- 1 #- 300 GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
 AFFF 10, AFFF/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
 OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM

\_\_\_ - \_\_\_ GPM, \_\_\_ - \_\_\_ GPM, \_\_\_ - \_\_\_ GPM, \_\_\_ - \_\_\_ GPM



**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID  
2011**

**GENERAL INFORMATION**

DEPT. Pistol River Fire Dist. BUS. ADDRESS PO Box 6100  
 CITY, STATE & ZIP Pistol River, Oregon 97444 BUS. PHONE 541 247-6765  
 Dept or Chiefs E-Mail pistolriverfire@wildblue.net  
 FIRE CHIEF Ron Hanson PRIMARY PHONE 541-247-6765 OTHER 541-247-7282 (home)  
 ASST CHIEF Rockey Carpenter PRIMARY PHONE 541-247-6765 OTHER 541-247-2886 (home)  
 ALTERNATE Jay Anthony PRIMARY PHONE 541-247-6765 OTHER 541-247-6994 (home)  
 EMERGENCY 911 DISPATCHED BY CURRY COUNTY SHERIFF  
 FIRE STA. BUS. PHONE 541-247-6765 MANNED? YES     , NO x,  
 HRS.      AVERAGE ANNUAL # OF FIREFIGHTERS 10

**COMMUNICATIONS**

BASE STA. CALL # 5400, PRIMARY FREQ. 154.43, MUTUAL AID FREQ. Yes  
 OTHER FREQS. (specify agency)       
 # OF HANDHELDS 7, # OF MOBILES 5, REPEATER CAPABILITY? No  
 COMMAND CALL #s - CHIEF 5421, ASST CHIEF 5422, OTHERS (specify) 5423.5424

**ENGINES - STRUCTURE ONLY**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay			S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE yes / no	
5401	1250	750	500	2.5	S	6	4	X	X
5402	1250	1000	750	2.5	S	6	6	X	X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

**ENGINES - BRUSH RIGS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
5411	400	300	X	crew cab

**WATER TENDERS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals	LARGE DUMP yes / no / size	DRAFT HOSE yes / no
5416	hi-pres	2000	X	X 2.5	X
5415	hi-pres	4000	X	X 2.5	X

**OTHER VEHICLES**

DESIGNATION                      PURPOSE/

(4 digits)

FEATURES

Empty rectangular box for handwritten features.

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF 5, AFFF/ATC \_\_\_\_\_, WILDLAND 5-10, OTHER  
OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 440 floating GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 1800 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW X, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS X (#)

**SPECIALTY EQUIPMENT**

JAWS- YES X, NO \_\_\_ / PORTA POWER- YES \_\_\_, NO X / CUTTING EQUIP- YES X, NO  
AIR BAGS- YES \_\_\_, NO X, OTHER INFO

**HOSE IN RESERVE**

300 FT OF 2.5, 200 FT OF 1.5, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

**BREATHING AIR SYSTEM- YES \_\_\_, NO X**

2216# \_\_\_\_\_ OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES X, NO  
WILDLAND FIRE FIGHTING TRAINED- YES # X, NO  
Training Night/Day Mondays @ 6PM

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

**2011**

## GENERAL INFORMATION

DEPT. Port Orford Fire Dept. BUS. ADDRESS PO Box 1258 (555 19th St.)  
 CITY, STATE & ZIP Port Orford, OR 97465 BUS. PHONE 332-3681  
 Dept or Chiefs E-Mail address seabreeze@harborside.com  
 FIRE CHIEF Gayle Wilcox PRIMARY PHONE 332-0445 OTHER 332-8265 (home)  
 ASST CHIEF \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 ALTERNATE Jake Marshal PRIMARY PHONE 332-1305 OTHER \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Curry County Sheriff's Dept.  
 FIRE STA. BUS. PHONE 332-3681 MANNED? YES X, NO \_\_\_\_\_, HRS. 8:00-5:00  
 AVERAGE ANNUAL # OF FIREFIGHTERS 20

## COMMUNICATIONS

BASE STA. CALL # 6700, PRIMARY FREQ. 154.430, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) OFSM 154.280  
 # OF HANDHELDS 9, # OF MOBILES 15, REPEATER CAPABILITY? Yes \*\*  
 COMMAND CALL #s - CHIEF 6721, ASST CHIEF 6722, OTHERS (specify)

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A		MONITOR yes / no	DRAFT HOSE	
			feet	dia	lay	units	spares		yes	no
6702	1250	750	1000	4"	S	4	6		X	X
6704	1500	500	1000	4"	S	4	6		X	X
6701	500	350	400	2.5	S				X	X
6708	500	350	400	2.5	S				X	X
6702 **			200	1.5	D					
6704 **			600	2.5	S					
6704 **			200	1.5	D					

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS		SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
			2WD	4WD	
6703	500	250		X	Pump & Roll
6705	250	250		X	Pump & Roll Crew Cab
6706	1500			X	Water point

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP			DRAFT HOSE	
			yes	no	gals	yes	no	size	yes	no
6716	750	4200				X				X
6714	750	4200				X				X
6715	1000	5000					X			X
6717	1000	5000				X				X

**OTHER VEHICLES**

DESIGNATION (4 digits)	PURPOSE/ FEATURES
6707	Rescue - EMS- Jaws

**FOAM CAPABILITIES - YES \_\_\_ / NO X**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
 AFFF \_\_\_\_\_, AFFF/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
 OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 100 Floating GPM, 1 - 1200 GPM, 1 - 70 GPM FLOAT PUMP

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
2 - 5000 WATTS, 1 - 3500 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW \_\_\_\_\_, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS 3 (#)

**SPECIALTY EQUIPMENT**

JAWS- YES X, NO \_\_\_ / PORTA POWER- YES X, NO \_\_\_ / CUTTING EQUIP- YES X, NO  
 AIR BAGS- YES \_\_\_\_\_, NO X, OTHER INFO Sawzalls & portable work lights.

**HOSE IN RESERVE**

1000 FT OF 1.5, 1250 FT OF 1.3/4, 1000 FT OF 2.5, \_\_\_\_\_ FT OF

**BREATHING AIR SYSTEM- YES X, NO**

2216# X OR 4500# X, \_\_\_\_\_ CFM COMP., 8 STORAGE TANKS (in station) &  
 (mobile)

WILDLAND TURNOUTS- YES X, NO  
 WILDLAND FIRE FIGHTING TRAINED- YES X, NO  
 Training Night/Day Wednesday 7 PM

# FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID

2011

## GENERAL INFORMATION

DEPT. Sixes RFPD BUS. ADDRESS PO BOX 246  
 CITY, STATE & ZIP Sixes, Oregon 97476 BUS. PHONE 348-9927  
 Dept or Chiefs E-mail address: hjwalter@harborside.com  
 FIRE CHIEF Wayne Moore PRIMARY PHONE 348-9927 OTHER 253-6028 (home)  
 ASST CHIEF Bill Zimmerman PRIMARY PHONE 348-2347 OTHER \_\_\_\_\_ (home)  
 ALTERNATE Howard Walters PRIMARY PHONE 348-2370 OTHER \_\_\_\_\_ (home)  
 EMERGENCY 911 DISPATCHED BY Curry County Sheriff  
 FIRE STA. BUS. PHONE 332-9090 MANNED? YES \_\_\_\_, NO X\_\_, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 12

## COMMUNICATIONS

BASE STA. CALL # 5800, PRIMARY FREQ. 154.445, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) 154.430  
 # OF HANDHELDS 5, # OF MOBILES 6, REPEATER CAPABILITY? YES  
 COMMAND CALL #s - CHIEF 5821, ASST CHIEF 5822, OTHERS (specify) 5823 Capt.

## ENGINES - STRUCTURE ONLY

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE	
			feet	dia	lay			yes	no
5803	750	300	1000	2.5	S	6	6	X	X
5804	1250	750	1500	2.5	5	6	6	X	X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

## ENGINES - BRUSH RIGS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)

## WATER TENDERS

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP yes / no / size	DRAFT HOSE	
			yes	no	gals		yes	no
5816	750	5000		X		X		X
5815	500	1000		X		X		X
5817	750	5500		X		X		X

**OTHER VEHICLES**

DESIGNATION (4 digits)	PURPOSE/ FEATURES

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD A/A , EDUCTOR X , CAFS or WEPS \_\_\_\_\_ , FOAM GENERATOR  
EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, 95 #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF 20 , AFFF/ATC 20 , WILDLAND \_\_\_\_\_ , OTHER  
OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
1 - 750 GPM, 1 - 380 GPM,

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
1 - 8000 WATTS,

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW 1 , CIRCULAR SAW \_\_\_\_\_ , SMOKE EJECTORS 1 (#)

**SPECIALTY EQUIPMENT**

AWS- YES \_\_\_\_\_ , NO \_\_\_\_\_ / PORTA POWER- YES \_\_\_\_\_ , NO x / CUTTING EQUIP- YES X , NO  
AIR BAGS- YES \_\_\_\_\_ , NO x , OTHER INFO

**HOSE IN RESERVE**

2000 FT OF 2.5 , \_\_\_\_\_ FT OF 1000 , 1.5

**BREATHING AIR SYSTEM- YES \_\_\_\_\_ , NO**

2216# X OR 4500# \_\_\_\_\_ , \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES X , NO

WILDLAND FIRE FIGHTING TRAINED- YES # X , NO \_\_\_\_\_ # Trained 10

Dept Training Night/Day Tues

**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID  
2011**

**GENERAL INFORMATION**

DEPT. Upper Chetco Volunteer FD BUS. ADDRESS PO Box 2526  
 CITY, STATE & ZIP Harbor, OR 97415 BUS. PHONE 469-7127  
 Dept or Chiefs E-Mail \_\_\_\_\_  
 FIRE CHIEF Ron Vogel PRIMARY PHONE 469-4508 OTHER 469-4508 (home)  
 ASST CHIEF Dave Nelson PRIMARY PHONE \_\_\_\_\_ OTHER 469-4083 (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ OTHER \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Brookings Police Department  
 FIRE STA. BUS. PHONE None MANNED? YES \_\_\_\_\_, NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 3

**COMMUNICATIONS**

BASE STA. CALL # 5200, PRIMARY FREQ. 154.385, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) Coos Forest 151.205  
 # OF HANDHELDS 3, # OF MOBILES 3, REPEATER CAPABILITY?  
 COMMAND CALL #s - CHIEF 5221, ASST CHIEF 5222, OTHERS (specify) Captain 5223

**ENGINES - STRUCTURE ONLY**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE *			S.C.B.A		MONITOR		DRAFT HOSE	
			feet	dia	lay	units	spares	yes	no	yes	no
5203	1500	500	750	2.5	S	6	4	X		X	
5202	1250	750	1000	3"	S	5	6		X		X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

**WATER TENDERS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK			LARGE DUMP			DRAFT HOSE	
			yes	no	gals	yes	no	size	yes	no
5215	500	2000	X		1000			4	X	

**OTHER VEHICLES**

DESIGNATION (4 digits)	PURPOSE/ FEATURES

**FOAM CAPABILITIES - YES X / NO \_\_\_\_\_ (Purchasing)**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS  
 AFFP \_\_\_\_\_, AFFP/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
 OTHER SPECIAL APPLIANCES

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM

1 - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE

1 - 1500 WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW 1, CIRCULAR SAW 1, SMOKE EJECTORS \_\_\_\_\_ (#)

**SPECIALTY EQUIPMENT**

JAWS- YES \_\_\_\_\_, NO X / PROTA POWER- YES \_\_\_\_\_, NO X / CUTTING EQUIP- YES \_\_\_\_\_, NO X  
AIR BAGS- YES \_\_\_\_\_, NO X, OTHER INFO 10,000 Gal water stored at the fire house. 200 Ga. Per min.  
pump

**HOSE IN RESERVE**

1000 FT OF 2.5, 1000 FT OF 1 3/4", \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

**BREATHING AIR SYSTEM- YES \_\_\_\_\_, NO X**

2216# \_\_\_\_\_ OR 4500# 8, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES X, NO \_\_\_\_\_

WILDLAND FIRE FIGHTING TRAINED- YES X, NO \_\_\_\_\_ Num. Trained 4

**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID**  
**2011**

**GENERAL INFORMATION**

DEPT.: US Forest Service, Rogue River-Siskiyou National Forest, Gold Beach Ranger District  
 ADDRESS: 29279 Ellensburg Ave., Gold Beach, Oregon 97444 BUS. PHONE: 541-247-3600  
 Dept. or Chiefs E-Mail address **jriepe@fs.fed.us**  
 FMO Jeff Riepe PRIMARY PHONE: 541-247-3698 (work) OTHER: 541-646-2630 (cell)  
 AFMO Monty Edwards 541-247-3699 (work) 541-975-4046 (cell)  
 DISPATCHED BY: Medford Interagency Coordination Center (MICC)  
 MICC: 541-618-2510 (8AM-5PM), 541-776-7114 (after hours), extended staffing during wildland fire season  
 FIRE STA. BUS. PHONE: \_\_\_\_\_  
 MANNED? YES \_\_\_\_, NO \_\_\_\_, HRS. \_\_\_\_  
 AVERAGE ANNUAL # OF FIREFIGHTERS: Wildland-8 per day during fire season Duty Station: Gold Beach  
 Meeting/Training Night

**COMMUNICATIONS**

BASE STA. CALL # \_\_\_\_\_, PRIMARY FREQ. Varies with repeaters, MUTUAL AID FREQ.:154.4450  
 OTHER FREQS. (specify agency) 171.1500 (Rx) 168.7500 (Tx)  
 # OF HANDHELDS \_\_\_\_\_, # OF MOBILES \_\_\_\_\_, REPEATER CAPABILITY? Various mountain tops  
 COMMAND CALL #s - FMO: Riepe, ASST FMO: Edwards , OTHERS (specify)

**ENGINES - STRUCTURE ONLY**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay	S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE yes / no

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

**ENGINES - BRUSH RIGS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
Engine 31	65gpm@ 150psi	250	xx	Pump/roll

**WATER TENDERS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals	LARGE DUMP yes / no / size	DRAFT HOSE yes / no

**OTHER VEHICLES**

DESIGNATION (4 digits)	PURPOSE/ FEATURES
	Crew carrier- 6 person crew cab 4x4

**FOAM CAPABILITIES - YES \_\_\_\_\_ / NO \_\_\_\_\_**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
DUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
FOAM CONCENTRATE ON HAND- IN GALLONS  
AFFF \_\_\_\_\_, AFFF/ATC \_\_\_\_\_, WILDLAND \_\_\_\_\_, OTHER  
OTHER SPECIAL APPLIANCES

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PORTABLE HYDRANTS- YES \_\_\_\_\_, NO \_\_\_\_\_, GPM

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM  
\_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM, \_\_\_\_\_ - \_\_\_\_\_ GPM

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE  
\_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS, \_\_\_\_\_ - \_\_\_\_\_ WATTS

**VENTILATION EQUIPMENT**

CARBIDE CHAINSAW \_\_\_\_\_, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS \_\_\_\_\_ (#)

**SPECIALTY EQUIPMENT**

JAWS- YES \_\_\_\_, NO \_\_\_/ PORTA POWER- YES \_\_\_\_, NO \_\_\_/ CUTTING EQUIP- YES \_\_\_\_, NO  
AIR BAGS- YES \_\_\_\_, NO \_\_\_\_, OTHER INFO

**HOSE IN RESERVE**

\_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_, \_\_\_\_\_ FT OF \_\_\_\_\_

**BREATHING AIR SYSTEM- YES \_\_\_\_\_, NO XX**

2216# \_\_\_\_\_ OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES \_\_\_\_\_, NO \_\_\_\_\_

WILDLAND FIRE FIGHTING TRAINED- YES #13, NO \_\_\_\_\_ Num Trained \_\_\_\_\_

**FIRE RESOURCES INVENTORY/CAL-ORE MUTUAL AID  
2011**

**GENERAL INFORMATION**

DEPT. Winchuck Rural Fire Dept. BUS. ADDRESS 00363 Winchuck Rd.  
 CITY, STATE & ZIP Brookings, OR 97415 BUS. PHONE 469-7751  
 Dept Or Chiefs E-Mail Address spsavona@gmail.com  
 FIRE CHIEF Paul Savona PRIMARY PHONE 469-2879 (home)  
 ASST CHIEF Tom Taylor PRIMARY PHONE 469-3098 (home)  
 ALTERNATE \_\_\_\_\_ PRIMARY PHONE \_\_\_\_\_ (home)  
 EMERGENCY 9-1-1 DISPATCHED BY Brookings Police Department  
 FIRE STA. BUS. PHONE 469-7751 MANNED? YES    , NO X, HRS.  
 AVERAGE ANNUAL # OF FIREFIGHTERS 12

**COMMUNICATIONS**

BASE STA. CALL # 5100, PRIMARY FREQ. 154.385, MUTUAL AID FREQ. 154.445  
 OTHER FREQS. (specify agency) Harbor Fire Dept. 154.355, Coos Forest Protective 151.205  
 # OF HANDHELDS 6, # OF MOBILES 4, REPEATER CAPABILITY? YES  
 COMMAND CALL #s - CHIEF 5121, ASST CHIEF 5122, OTHERS (specify) Captain 5123  
Lieutenant 24, 25, 26

**ENGINES - STRUCTURE ONLY**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	SUPPLY HOSE * feet / dia / lay	S.C.B.A units / spares	MONITOR yes / no	DRAFT HOSE yes / no
5101	1000	1500	1500 2.5 D	3 4	X	X
5104	250	500	200 2.5 D	2 2	X	X

\*\*INDICATE TOTAL OF SUPPLY HOSE, INDICATE TYPE OF LAY - DUAL FORWARD=D, SINGLE=S

**ENGINES - BRUSH RIGS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	CHASSIS 2WD / 4WD	SPECIAL FEATURES - SPECIFY (foam, pump and roll, etc.)
5102	34	300	X	B1-11 w/foam proportioner, Floating pump/ 200' supply line

**WATER TENDERS**

DESIGNATION (4 digit)	PUMP GPM	TANK GALS	PORT. TANK yes / no / gals	LARGE DUMP yes / no / size	DRAFT HOSE yes / no
5115	1250	3000	X	2500 X	10 X

**FOAM CAPABILITIES - YES X / NO**

TYPE ON BOARD \_\_\_\_\_, EDUCTOR \_\_\_\_\_, CAFS or WEPS \_\_\_\_\_, FOAM GENERATOR  
 EDUCTORS- \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM, \_\_\_\_\_ #- \_\_\_\_\_ GPM  
 FOAM CONCENTRATE ON HAND- IN GALLONS

AFFF \_\_\_\_\_, AFFF/ATC \_\_\_\_\_, WILDLAND 50, OTHER  
OTHER SPECIAL APPLIANCES Mad Dog Foam Nozzle

---

PORTABLE PUMPS- INDICATE NUMBER OF AND GPM

1 - 400 GPM, 1 - 20 GPM,

PORTABLE GENERATORS- INDICATE NUMBER OF AND WATTAGE

1 - 4500 WATTS, 1 - 3000 WATTS, 1 - 1000 WATTS,

### VENTILATION EQUIPMENT

CARBIDE CHAINSAW 1, CIRCULAR SAW \_\_\_\_\_, SMOKE EJECTORS 1 (#)

### SPECIALTY EQUIPMENT

JAWS- YES \_\_\_\_\_, NO X / PORTA POWER- YES \_\_\_\_\_, NO X / CUTTING EQUIP- YES \_\_\_\_\_, NO X  
AIR BAGS- YES \_\_\_\_\_, NO X, OTHER INFO \_\_\_\_\_

### HOSE IN

#### RESERVE

250 FT OF 2.5", 1170 FT OF 1.5", 300 FT OF 1", \_\_\_\_\_ FT OF \_\_\_\_\_

### BREATHING AIR SYSTEM- YES \_\_\_\_\_, NO X

2216# \_\_\_\_\_ OR 4500# \_\_\_\_\_, \_\_\_\_\_ CFM COMP., \_\_\_\_\_ STORAGE TANKS (in station) & \_\_\_\_\_ (mobile)

WILDLAND TURNOUTS- YES \_\_\_\_\_, NO X

WILDLAND FIRE FIGHTING TRAINED- YES X, NO \_\_\_\_\_ Num. Trained 4

Dept Training Night/Day 2<sup>nd</sup> Saturday 0900, 4<sup>th</sup> Wed 1900

**RESOLUTION R1011-24**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET, MAKING AND TRANSFERRING APPROPRIATIONS**

**WHEREAS**, unanticipated building maintenance expenditures at City Hall including structural modifications to accommodate an information technology room and replacement of flooring in the Business Office to address a serious mold infestation have occurred since adoption of the budget for fiscal year 2010-11; and

**WHEREAS**, the City has realized substantial savings in medical insurance costs; and

**WHEREAS**, because of the savings in medical insurance costs, resources are available within the General Fund to reallocate for City Hall building maintenance expenditures; and

**WHEREAS**, the City has encountered unforeseen expenses to upgrade information technology equipment necessary to accommodate the new fund accounting software; and

**WHEREAS**, contingency funds are available to pay for the unanticipated cost for hardware upgrades; and

**WHEREAS**, anticipated costs for information technology for the Mayor and Council have exceeded funding allocated for that purpose; and

**WHEREAS**, contingency funds are available to cover the unanticipated information technology costs for Mayor and Council; and

**WHEREAS**, land use planning service revenues were included in the FY 2010-11 budget, no provisions for land use planning expenditures were included; and

**WHEREAS**, due to advanced deterioration, repairs to the Visitor Center parking lot scheduled for FY 2011-12 must be completed in FY 2010-11; and

**WHEREAS**, funds to complete repairs to the Visitor Center parking lot are available within the Building Reserve fund for the work to be accomplished; and

**WHEREAS**, a supplemental budget hearing was held on February 14, 2011, pursuant to Oregon Department of Revenue Budget Law.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Gold Beach City Council hereby adopts the supplemental budget appropriations for fiscal year 2010-2011 attached as EXHIBIT A.

SIGNED BY:

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James H. Wernicke, Mayor

ATTEST:

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Jodi Fritts, City Recorder

EXHIBIT A

FISCAL YEAR 2010-2011 SUPPLEMENTAL BUDGET AND APPROPRIATIONS

EXHIBIT A  
SUMMARY OF SUPPLEMENTAL BUDGET

FUND: General

Resource	Amount	GL #	GL #	Requirement	Amount
1 Planning Fees	3500	12545	12645	1 Planning Expenses	3500
Revised Total Resources	3500			Revised Total Requirements	3500

FUND: Building Reserve & Gene

Resource	Amount	GL #	GL #	Requirement	Amount
1 Transfer from General Fund	10000	93590-12	93662	1 IT Room improvements	10000
2 Transfer from General Fund	3000	93590-12	93662	2 City Hall expenditures	3000
3 Medical Insurance	13000	13703	12690-93	3 Transfer to Building Reserve	13000
Revised Total Resources	26000			Revised Total Requirements	26000

FUND: Building Reserve

Resource	Amount	GL #	GL #	Requirement	Amount
1 Reserve Buildings	8275	93658	93601	1 Vis Ctr Building Expenses	8275
Revised Total Resources	8275			Revised Total Requirements	8275

FUND: General

Resource	Amount	GL #	GL #	Requirement	Amount
1 Contingency	10000	12657	18614	1 Server build	10000
2 Contingency	1000	12657	15610	2 Council office supplies	1000
Revised Total Resources	11000			Revised Total Requirements	11000

**RESOLUTION R1011-25**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A LOAN AGREEMENT WITH DEQ FOR INTERIM FINANCING FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT**

**WHEREAS**, The City of Gold Beach applied to the Oregon Department of Environmental Quality (DEQ) Clean Water State Revolving Fund for interim funding to help construct a new wastewater treatment facility; and

**WHEREAS**, The DEQ has offered the City an interim financing loan for \$3,944,000 at 1.11% interest for 15 months; and

**WHEREAS**, the principal and interest on the loan will be paid in full with disbursement of USDA Rural Development funding awarded to the City.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Gold Beach authorizes the City Administrator to execute a loan agreement with the DEQ for interim financing for the wastewater treatment plant improvement project.

APPROVED BY:

---

James H. Wernicke, Mayor

ATTEST:

---

Jodi Fritts, City Recorder

**RESOLUTION R1011-26****A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A GRANT APPLICATION FOR TRANSPORTATION SYSTEM PLANNING FOR IMPROVEMENTS ALONG ELLENSBURG AVENUE**

**WHEREAS**, the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD) offer funding to help communities prepare transportation and land use plans to respond to transportation-related growth and management issues; and

**WHEREAS**, communities can use these funds to hire consultants to assist with development of transportation system plans that accommodate multi-modal transportation needs and help enhance community livability; and

**WHEREAS**, Highway 101/Ellensburg Avenue running through the City of Gold Beach is part of the Oregon Coast Scenic Highway and Oregon Coast Bike Route attracting a significant number of cycling enthusiasts and other visitors each year; and

**WHEREAS**, Highway 101/Ellensburg Avenue running through the City of Gold Beach is not designed to accommodate cyclist or pedestrian traffic; and

**WHEREAS**, Gold Beach residents and businesses have demanded the City enhance the aesthetics and safety of Highway 101/Ellensburg Avenue running through the City of Gold Beach to help encourage visits to local businesses and improve community livability; and

**WHEREAS**, in the City of Gold Beach FY 2010-2011 Business Plan, the City of Gold Beach City Council identified enhancing the quality of life in Gold Beach as a goal and identified priority action items related to enhancing bicycle and pedestrian facilities; and

**WHEREAS**, Oregon Administrative Rules, Division 12 (OAR 660-012-0000 – 0070) requires communities to develop and implement local transportation system plans and ordinances that identify and prioritize transportation projects for inclusion in the ODOT Statewide Transportation Improvement Program; and

**WHEREAS**, in 1999 the City of Gold Beach had a transportation system plan prepared for the city, showing a strong desire for multi-modal transportation improvements in the community, but the City of Gold Beach never formally adopted the plan; and

**WHEREAS**, through the 2011 Transportation and Growth Management Grants to Local Governments Grant Program, the City of Gold Beach will request \$40,000 to hire a consultant to help the City prepare a transportation system plan for adoption by the City of Gold Beach City Council; and

**WHEREAS**, the City of Gold Beach City Council is committed to the project and supports allocation of resources, cash and/or staff time, to meet the required 11% match if the City is successful in receiving a grant award.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Gold Beach authorizes the City Administrator to submit a grant application for transportation system planning for improvements along Highway 101/Ellensburg Avenue.

APPROVED BY:

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James H. Wernicke, Mayor

ATTEST:

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Jodi Fritts, ~~Administrative Services~~ Director

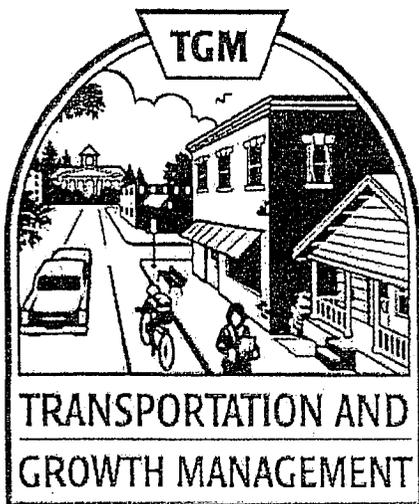
*City Recorder*

2011

Transportation and Growth Management  
Grants to Local Governments

Application Packet

Application Deadline:  
4:00 p.m.  
Friday, March 11, 2011



Contents

Page

Application Checklist	2
Introduction & Grant Basics	3
Eligible Projects	6
Eligibility & Award Criteria	8
TGM Staff Contacts	10

A joint program of the  
Oregon Department of Transportation and the  
Oregon Department of Land Conservation and Development

*Better Ways to Better Places*

## TGM APPLICATION CHECKLIST

The electronic Cover Sheet, Application Form, and this Application Packet can be downloaded at: <http://egov.oregon.gov/LCD/TGM/grants.shtml>

- Email the electronic Cover Sheet to [cindy.l.lesmeister@odot.state.or.us](mailto:cindy.l.lesmeister@odot.state.or.us)
- Mail 5 paper copies and one electronic CD copy of each complete application. One project per application.

Complete mailed applications must include:

- Printed electronic Cover Sheet.
- Downloaded and printed Application Form (please limit to 8 pages)
- 8-1/2" x 11" project area map.
- Letters or resolutions of support. *Note: these may be submitted separately from the application. Letters and resolutions of support may be submitted through April 1, 2011. Those submitted after March 11, 2011 must be submitted electronically to [cindy.l.lesmeister@odot.state.or.us](mailto:cindy.l.lesmeister@odot.state.or.us).*

**Format:** All copies must be submitted on white, three-hole punched, 8-1/2" x 11" recycled paper. NO covers or additional binding.

**Consultants:** Consultants may prepare the jurisdiction's application. Please be aware that, pursuant to federal and state rules, uncompensated consultants are not eligible to participate in the project itself. Consultants who are paid to prepare the application may be eligible to participate in the project; contact Cindy Lesmeister if you have questions.

Applications must be received by 4:00 p.m., Friday, March 11, 2011.

Deliver applications to:

Cindy Lesmeister  
Transportation and Growth Management Program  
ODOT Mill Creek Building  
555 13<sup>th</sup> Street NE, Suite 2  
Salem, OR 97301

## INTRODUCTION & GRANT BASICS

The Transportation and Growth Management (TGM) Program invites application submittals for the 2011 grant cycle. The TGM Program provides resources to help Oregon communities prepare transportation and land use plans to respond to pressing transportation-related growth management issues.

The TGM Program is a joint program of the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). It is funded with federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and State of Oregon funds.

Awarded projects are administered by TGM on behalf of a local jurisdiction according to state and federal requirements.

### ELIGIBLE APPLICANTS

Cities, counties, some special districts, councils of governments (COGs) (working on behalf of member governments), tribal governments, metropolitan planning organizations (MPOs), and Metro. Special districts - such as school districts - may be eligible as part of a joint application with a local government for an otherwise eligible project.

### Annual Award Cycle

The TGM Program awards grants on an annual basis: both at the start and near the midpoint of a state budget biennium. All grants have a two year period for projects to be completed.

### GRANT CATEGORIES

TGM awards two types of grants:

**Category 1.** Transportation System Planning

**Category 2.** Integrated Land Use & Transportation Planning

See page 6 for a description of eligible projects for each grant category.

### GRANT SELECTION

Projects are selected on a competitive basis. Applications that score the highest in each category in each of the five ODOT regions will be considered for a grant. An award consideration in scoring applications will be ensuring a fair distribution of grant funds to smaller communities. TGM may consult with other state agency staff as a part of the review process to gain further insights about a proposed project.

In June 2011, successful applicants will receive a grant award offer. The successful applicant and a TGM grant manager will prepare a statement of work, select a consultant (as appropriate), and complete an Intergovernmental Agreement. Initial statement of work negotiations must be completed by November 2011 and projects must be initiated before the next round of grants or the grant award will be withdrawn.

The grant award becomes final when the Intergovernmental Agreement with ODOT and the local government is signed by all parties.

#### USE OF CONSULTANTS

For projects with consultants, ODOT, rather than local grantees, will contract with consultants, using pre-qualified teams already under contract to the TGM Program. Using ODOT policies and procedures that meet the federal funding requirements, TGM staff will work with jurisdictions to select the project consultant that best fits the specific planning services needed.

#### GRANTEE OBLIGATIONS

Match Grantees must provide a match of 11% or more of the total project cost. This may be in the form of cash or staff time and direct project expenses. Communities defined as "distressed" by the Oregon Business Development Department may request a partial match waiver.

The ways to fulfill match requirements vary:

- Grantees not using consultants will bill ODOT for eligible project costs, such as in-house staff labor or other eligible items. ODOT will reimburse the grantee for those costs, less the required match amount.
- Grantees using consultants must submit match reports that document eligible local project costs to meet the match requirement.
- Grantees using consultants and being partially reimbursed for their own work will bill all of their work and be reimbursed for those costs less the required match. Consultants will bill and be paid at 100%.
- Grantees may send cash directly to ODOT.

Statement of Work Grantees are expected to help prepare a project statement of work. This is done before an Intergovernmental Agreement is signed and is *not* a reimbursable expense.

Project Management Local commitment is the key ingredient to a successful TGM grant project. Grantees must provide a project manager who will:

- monitor and coordinate work, including consultant work;
- work with the TGM grant manager to ensure completion of all work on time and within budget;
- serve as principal contact person for the project;
- review consultant work products and payment requests; and
- prepare progress reports and reimbursement requests.

Eligible Costs TGM grants and required match can be spent only on "direct project-related costs." Eligible costs include salary of local government employees assigned to the project, postage, travel, supplies, and printing.

Equipment purchases and indirect costs, including general administrative overhead, are *not* eligible costs unless you have a federally approved indirect cost plan. *Please Note:* Local expenses for persons or firms who contract with a local government for planning or other services are *not* eligible costs

Costs incurred prior to signing an Intergovernmental Agreement are not eligible project costs. This includes costs of preparing the grant application, preparing a statement of work for the Intergovernmental Agreement, and selecting a consultant.

Title VI/Environmental Justice/Americans with Disabilities Awarded projects are expected to consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. Grants that include planning for pedestrians must consider Americans with Disabilities Act requirements.

For more information, see:

<http://www.fhwa.dot.gov/environment/ej2000.htm>

<http://www.justice.gov/crt/cor/coord/titlevi.php>

[ADA Home Page - ada.gov - Information and Technical Assistance on the Americans with Disabilities Act](#)

SCHEDULE

<i>March 11, 2011</i>	Grant Applications due by 4:00 p.m.
<i>April-May 2011</i>	Application scoring and ranking
<i>June 2011</i>	Preliminary project selection announcements
<i>November 2011</i>	Must have reached agreement on a detailed statement of work
<i>December 2011</i>	Must have begun consultant selection if using a consultant or begun preparation of an Intergovernmental Agreement (IGA) if not.
<i>June 30, 2013</i>	End of two year grant period.  Projects designed to take more than two years to complete should be identified as such in your application and may be phased. Phase two of a project will not have to compete for a TGM grant in the next biennium; continued funding is subject to available funding and continued eligibility of the project.

## ELIGIBLE PROJECTS

### CATEGORY 1 – TRANSPORTATION SYSTEM PLANS

**PURPOSE** Help local governments develop transportation system plans and plan updates and ordinances that implement the Transportation Planning Rule (OAR 660-012-0045) and the 1999 Oregon Highway Plan.

**ELIGIBLE USES** Projects in this category address planning for transportation facilities that result in a balanced, multi-modal system that addresses and accommodates a range of transportation needs, including movement of freight. These projects typically include preparation and adoption of:

- Complete Transportation System Plans (TSP);
- Discrete portions of TSPs, including such elements as: bike and pedestrian plans, transit plans, capital improvement plans, transportation system management plans, demand management plans, Safe Routes to School-related plans, parking plans, freight plans, etc.;
- TSP implementing measures such as street design plans, Safe Routes to School-related plans, capital improvement plans, and ordinance amendments required by the Transportation Planning Rule;
- Refinement plans included in an adopted TSP such as corridor plans, access management plans, interchange area management plans, or other planning to implement the 1999 Oregon Highway Plan;
- Project-level planning for facilities or improvements included in an adopted TSP that results in resolving important transportation and land uses issues required to move projects forward toward funding consideration;
- Detailed access and circulation planning to improve readiness of key employment centers.

**EXAMPLES**

<http://egov.oregon.gov/LCD/TGM/docs/Grants/examples-Category1.doc>

## CATEGORY 2 – INTEGRATED LAND USE AND TRANSPORTATION PLANNING

### PURPOSE

Help local governments address transportation needs by adopting changes to land use and transportation system plans to:

- Bring planned land uses and the planned transportation system into balance;
- Reduce reliance on the state highway for local travel needs;
- Promote transportation-efficient development patterns that support compact, mixed-use, pedestrian-friendly development;
- Increase opportunities for transit, walking, and cycling.

### ELIGIBLE USES

Projects in this category integrate land use planning with transportation facility planning to meet transportation needs. Category 2 projects may include preparation and/or update and adoption of:

- Transportation-efficient land use plans for an entire urban area – in metropolitan areas, such plans should be designed to address state goals for reducing greenhouse gas emissions that contribute to climate change;
- Land use and transportation concept plans for areas brought into an urban growth boundary;
- Interchange Area Management Plans (if land use focused);
- Specific development, redevelopment, and refinement plans for a downtown, mixed-use commercial area, or neighborhood;
- Integrated land use and transportation implementing measures, such as code amendments, infill and redevelopment strategies, and intergovernmental agreements;
- Transportation and Land Use Planning related to the Oregon Main Streets Program.

### EXAMPLES

<http://egov.oregon.gov/LCD/TGM/docs/Grants/examples-category2.doc>

## GRANT ELIGIBILITY REQUIREMENTS

The following are pass/fail requirements for all applicants.

1. A proposed project must have a clear transportation relationship and benefits. A project must entail research, analysis, evaluation of alternative scenarios, development of implementation measures, or public involvement that results in a transportation plan, land use plan, or other product that addresses a transportation problem, need, opportunity, or issue of local or regional importance.
2. A proposed project must result in adoption of a specific product or products that directly address the project objectives, such as a comprehensive plan amendment or element, land use regulation, or Intergovernmental Agreement (e.g., an urban service agreement or access management agreement). Projects that result in adoption-ready products also are eligible. Projects that will primarily do outreach, study an issue, or compile data generally are not eligible.
3. A proposed project must clearly demonstrate that local officials understand the purpose of the grant application and support the outcomes of the project.

## GRANT AWARD CRITERIA

1. The project clearly and effectively addresses a local or regional transportation or transportation-related land use issue, problem, need, or opportunity, and demonstrates a clear statement of expected and reasonably achievable outcomes. *15 points*
2. The project is focused on achieving one or more of the following TGM objectives. *30 Points*
  - a. A transportation system or development pattern that results in a balanced, multi-modal transportation system that increases and enhances opportunities for walking, bicycling, or using public transportation.
  - b. Increased opportunities for those who have difficulty obtaining transportation because of age, income, or mental or physical disability, including for students to safely walk or bicycle to school.
  - c. Alternatives to, or delay of the need for, a major transportation improvement. A well-connected and efficient transportation system, including for areas that have been added to or are being considered for inclusion in an urban growth boundary.

- d. Well-planned key industrial sites (including certified sites) and employment centers that contribute to economic revitalization by being ready for development with no unresolved transportation or land use issues.
- e. Preservation or enhancement of the "through movement" function of a state highway.
- f. Alternatives to, or delay of the need for, expansion of an urban growth boundary through increased efficiency in the use of land.
- g. Transportation system or land use pattern that reduces transportation-related emissions that contribute to climate change.

3. The project is timely.

*30 Points*

- a. Readiness — The local government and its partners are ready and able to begin the project within the TGM timetable.
- b. Urgency — The project is needed now to enable the jurisdiction to:
  - 1) Address pressing local transportation and land use issues.
  - 2) Make amendments to local plans or regulations necessitated by changes in federal regulations, state requirements, or regional plans.
  - 3) Make amendments to local plans or regulations necessitated by changes that were not anticipated in previous plans including growth, changes in land use patterns, or changes in available funding.
  - 4) Build on, complement, or take a necessary step toward completing other high priority community initiatives.
  - 5) Resolve transportation- or land use-related issues affecting the project readiness of local, regional, or state transportation projects for which funding is expected to be obligated within the near future (for example five to seven years).

4. The approach, budget, and products are reasonable considering scope, objectives, and benefits of the project. Where substantial coordination with other local, regional, and state planning efforts occurs (or will need to occur), the mechanisms and responsibilities for the coordination are clear.

*15 points*

5. The application demonstrates that there is local commitment and capability to manage the project considering the complexity of the project, the size of the jurisdiction, and performance on previous TGM projects.

*10 points*

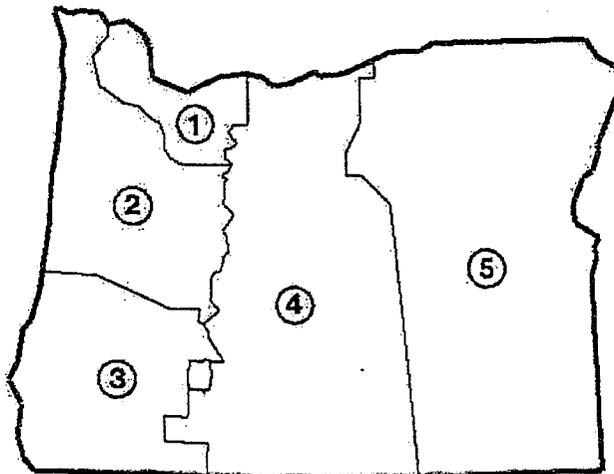
## TGM STAFF CONTACTS

For general questions about the application process, contact Cindy Lesmeister at [cindy.l.lesmeister@odot.state.or.us](mailto:cindy.l.lesmeister@odot.state.or.us) or 503.986.4349.

TGM planners can provide specific advice on your project and assistance with filling out your grant application. TGM planners to contact are listed below.

ODOT Region 1 Portland	Lidwien Rahman 503.731.8229 <a href="mailto:lidwien.rahman@odot.state.or.us">lidwien.rahman@odot.state.or.us</a>
ODOT Region 2 Salem	Sue Geniesse 503.986.4442 <a href="mailto:sue.geniesse@odot.state.or.us">sue.geniesse@odot.state.or.us</a>
ODOT Region 3 Roseburg	Lisa Cortes 541.957.3643 <a href="mailto:lisa.cortes@odot.state.or.us">lisa.cortes@odot.state.or.us</a>
ODOT Region 4 Bend	Devin Hearing 541.388.6388 <a href="mailto:devin.hearing@odot.state.or.us">devin.hearing@odot.state.or.us</a>
ODOT Region 5 La Grande	Cheryl Jarvis-Smith 541.963.1574 <a href="mailto:cheryl.jarvis-smith@odot.state.or.us">cheryl.jarvis-smith@odot.state.or.us</a>
DLCD - Statewide	Matt Crall 503.373.0050 extension 272 <a href="mailto:matthew.crall@state.or.us">matthew.crall@state.or.us</a>

### ODOT Regions



January 2011

**TRANSPORTATION AND GROWTH MANAGEMENT PROGRAM  
GRANT APPLICATION FORM  
2011**

**APPLICATIONS DUE 4:00 p.m. MARCH 11, 2011**

**Type of Grant:**

Please indicate Category 1  
or Category 2

\_\_\_\_\_

**PROJECT TITLE:**

\_\_\_\_\_

**PRIMARY APPLICANT  
JURISDICTION:**

\_\_\_\_\_

**MAILING ADDRESS:**

**CITY:**

**ZIP:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTACT PERSON:**

\_\_\_\_\_

**OTHER JURISDICTIONS  
INVOLVED IN THE  
PROJECT**

**MATCH?**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE:**

( ) \_\_\_\_\_

**FAX:**

( ) \_\_\_\_\_

**EMAIL:**

\_\_\_\_\_

**ODOT REGION (1 - 5):**

\_\_\_\_\_

**SUMMARY DESCRIPTION OF PROJECT:** This section must be completed. Do not refer to text within the application form. In 2 or 3 sentences, explain what will be done and what the expected outcome is. (For example: The project will result in an access management plan for Black Spot Highway. The plan will be developed in partnership with ODOT based on an analysis of needs, along with input from community workshops and one-on-one contact with property owners along the highway.)

**SUMMARY OF PROJECT BUDGET**

Jurisdiction: \_\_\_\_\_ 0

Project Title: \_\_\_\_\_ 0

	TGM Funds Requested	Local Match*	Total Project Cost
Eligible Grantee Expenses [Labor (salary plus benefits) and Direct Expenses]	[ ]	[ ]	\$0
Consultant Personal Services	[ ]	[ ]	\$0
<b>TOTAL</b>	\$0	\$0	\$0

\* This amount should be a minimum of 11 percent of the total project budget.

I understand that, if used, consultant selection will follow the policies and requirements of the ODOT Procurement Office: <http://www.oregon.gov/ODOT/CS/OPO/>

*Initial* \_\_\_\_\_

Initial one of the following statements.

This application was prepared by staff of the primary applicant or staff of one of the involved jurisdictions listed on page 1.

*Initial* \_\_\_\_\_

This application was prepared by the following compensated consultant:

*Consultant Name* \_\_\_\_\_

*Initial* \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name



# TRANSPORTATION GROWTH MANAGEMENT (TGM) GRANT APPLICATION FORM

Please read the Application Packet carefully before completing this application.

Sample applications and application tips are available on the TGM Grants and Incentives page on the Web: [egov.oregon.gov/LCD/TGM/grants.shtml](http://egov.oregon.gov/LCD/TGM/grants.shtml).

Complete this application (please limit to 8 pages), print it out, sign, and then submit by postal mail.

The answer fields below will expand as you type.

ORGANIZATION NAME		PHONE
CONTACT PERSON NAME AND TITLE		CONTACT PERSON E-MAIL
PROJECT TITLE		

### Section 1: Project description and background

1. Provide a brief statement of project purpose and transportation relationships and benefits. If applying for a TSP update, state whether TGM has performed a TSP Assessment and if so, when, what were the key recommendations, and how do they relate to your proposed project:
2. List the key project objectives and expected outcomes and relate them to TGM objectives:  
*[Note: A project narrowly focused on achieving only one or a few TGM objectives in a substantial way will score higher than one that partially or indirectly addresses many.]*
3. List the final products that will be prepared for adoption and which government agencies (e.g., city, county, state agency, transit district, etc.) will need to take action in order for each final product to be adopted:
4. Address the timeliness award criteria in terms of project readiness and urgency. Identify ongoing initiatives or actions to be completed that may affect the project timeline:
5. Provide additional background and context for the project that will help us understand your project:

**Section 2: Project specifics**

1. Will a consultant be used on the project?

If yes, describe the expected roles of consultant and local staff:

2. Outline the major project tasks, expected timeline, and general methods. Include a discussion of data and analysis needs and an overview of the expected public involvement process (e.g., technical and citizen committees, workshops, surveys, project Web page). Describe how coordination with other planning efforts will be handled. If TGM funds are proposed to leverage another outside source of funding for the project, you must identify discrete tasks that TGM will fund that will be completed within the TGM timetable:

3. In addition to data and analysis that will be gathered or performed as part of the project, list any, such as mapping, wetland inventory, traffic counts, or buildable lands inventory, that must be completed before the project can begin. Include who will be responsible for completing them, and an estimate for when they will be completed:

4. Provide an estimated budget breakdown for the major tasks. If a consultant will be used, separate the costs for local staff and consultant:

Budget breakdown:

TASK	LOCAL COSTS	CONSULTANT COSTS
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
7.	\$	\$
8.	\$	\$
9.	\$	\$
10.	\$	\$
11.	\$	\$
12.	\$	\$
13.	\$	\$
14.	\$	\$
15.	\$	\$
Totals:		

5. Describe the experience and capability of the proposed project manager to manage the project.

6. Project Area .....

8.5-by-11-inch map of the project area .....  Map attached

Description:

7. Submit letters or resolutions of support for the project from local officials that clearly indicate an understanding of the intended project outcomes and support of the project objectives. Submit letters of support from other interested parties if they are relevant to adopting and/or implementing the proposed plan.

To demonstrate basic grant eligibility, you must, at a minimum, submit a letter of support from the mayor or city manager if grantee is to be a city or county commission chair or county executive if a county. However, your score will be higher on Grant Award Criterion #5 if you submit a detailed resolution of support from the local elected body(s) who will adopt the proposed plan.

*Note: these may be submitted separately from the application. Letters and resolutions of support may be submitted through April 1, 2011. Those submitted after March 11, 2011 must be submitted electronically to [cindy.l.lesmeister@odot.state.or.us](mailto:cindy.l.lesmeister@odot.state.or.us).*

List letters and resolutions attached and expected:

SOURCE	ATTACHED	EXPECTED
1.	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>
4.	<input type="checkbox"/>	<input type="checkbox"/>
5.	<input type="checkbox"/>	<input type="checkbox"/>
6.	<input type="checkbox"/>	<input type="checkbox"/>
7.	<input type="checkbox"/>	<input type="checkbox"/>
8.	<input type="checkbox"/>	<input type="checkbox"/>

**PRE-APPLICATION**  
2011 TGM Program Services

*Please submit a separate pre-application for each project idea.*

**Pre-Applicant Information**

Contact Ellen Barnes, City Administrator

Jurisdiction City of Gold Beach

Mailing Address 29592 Ellensburg Avenue

Phone/Fax 541-247-7029/541-247-2212

E-mail ebarnes@goldbeachoregon.gov

City/Zip Gold Beach, 97444

**Type of Request**

**Grant Project**

- Transportation System Planning
- Integrated Land Use and Transportation Planning

**Direct Community Assistance**

- Code Assistance
- Quick Response
- TSP Assessment
- Outreach Workshop
- School Siting/ Safe Routes to School
- Smart Development
- Main Street Road Show

**Project Title:** Transportation System Planning for Improvements Along Ellensburg Avenue

**Description of Issue:**

The City of Gold Beach (pop 2,400) has a draft TSP, developed in 2000, that was never formally adopted. Since, ODOT has requested the City revise/update the draft TSP, with specific emphasis on pedestrian and cyclist facility improvements along HWY 101/Ellensburg Avenue. Gold Beach residents also are demanding improved pedestrian access and streetscape enhancements along HWY 101/Ellensburg Ave, which serves as the city's main street. HWY 101/Ellensburg also is part of the Oregon Coast Scenic Highway and Oregon Coast Bike Route attracting hundreds of cyclists annually.

**Project Objectives/Expected Outcomes:**

The project will result in a transportation system plan for the City of Gold Beach that facilitates through traffic along HWY 101/Ellensburg Avenue while improving pedestrian and bicycle access and safety and enhancing the streetscape. Through the plan, the city will identify several transportation projects for potential grant funding that will help create a vibrant, livable community.

**Estimated Budget** \$ 25,000

**Submit**

**RESOLUTION R 1011-27**

**A RESOLUTION REAPPOINTING ROD BLACK AS CITY OF GOLD BEACH MUNICIPAL COURT JUDGE**

- WHEREAS:** Chapter V, Section 21 of the City of Gold Beach City Charter grants the Gold Beach City Council the authority to appoint a municipal judge and specify the term and salary for the appointment; and
- WHEREAS:** The terms for appointment for the City of Gold Beach Municipal Court Judge are defined in Article I, Section 2.2 of Ordinance 624 (the Municipal Court Ordinance); and
- WHEREAS:** According to Ordinance 624, the City of Gold Beach Municipal Court Judge shall be appointed by majority vote of all sitting councilors; and
- WHEREAS:** Ordinance 624 limits the term of appointment of the City of Gold Beach Municipal Court Judge to no more than one year; and
- WHEREAS:** Ordinance 624 allows for reappointments of the City of Gold Beach Municipal Court Judge so long as the individual is confirmed by majority vote of all sitting councilors; and
- WHEREAS:** Mr. Rod Black was sworn in by Mayor Karl Popoff on April 9, 2007 to serve as the City of Gold Beach Municipal Court Judge and has served in this capacity to date; and
- WHEREAS:** Mr. Black has demonstrated he has the skills, knowledge, and abilities to continue to serve as the City of Gold Beach Municipal Court Judge; and
- WHEREAS:** Mr. Black currently is compensated for his services at the rate of \$20 per hour; and
- WHEREAS:** The budget for the salary for the City of Gold Beach Municipal Court Judge was set at \$3000 for Fiscal Year 2010-2011.

**NOW THEREFORE, BE IT RESOLVED:** the City Council of the City of Gold Beach reappoints Mr. Rod Black as the City of Gold Beach Municipal Court Judge for one year, the maximum term allowed by Ordinance 624 and sets his compensation at \$20 per hour not to exceed \$3000 for Fiscal year 2010-2011.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GOLD BEACH,  
COUNTY OF CURRY, STATE OF OREGON, THIS 14<sup>TH</sup> DAY OF  
FEBRUARY 2011.**

---

James H. Wernicke, Mayor

ATTEST:

---

Jodi Fritts, City Recorder

ORDINANCE 638

ORDINANCES & RESOLUTIONS  
Ordinance 638 public records

AN ORDINANCE REPEALING ORDINANCE NO. 404 GOVERNING RETENTION AND DISPOSAL OF PUBLIC RECORDS OF THE CITY OF GOLD BEACH

WHEREAS, the schedules of record retention provided in OAR chapter 166, as authorized by ORS 192.105 and 357.895, govern the retention and disposal of all public records of the City of Gold Beach; and

WHEREAS, the City of Gold Beach historically has adopted the records retention schedules provided in OAR chapter 166 for management of all City of Gold Beach public records; and

WHEREAS, the City of Gold Beach is required by state law to continue to use the applicable records retention schedules provided in OAR chapter 166 for continued management of all City of Gold Beach public records; and

WHEREAS, management of public records is an administrative function of the City; and.

WHEREAS, Ordinance No. 404, An Ordinance providing for the Retention and Disposal of Records of the City of Gold Beach, is unnecessary for proper management and disposal of public documents.

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

Section 1 Repeal  
Ordinance No. 404 An Ordinance Providing for the Retention and Disposal of Records of the City of Gold Beach is hereby repealed in its entirety.

Passed and adopted by the City Council of the City of Gold Beach, State of Oregon, on the \_\_\_ day of \_\_\_\_\_ 2011.

Approved by the Mayor on the \_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
James H. Wernicke, Mayor

ATTEST:

\_\_\_\_\_  
Ellen Barnes, City Administrator

First Reading: 2/19/2011 Second Reading: \_\_\_\_\_

\_\_\_\_\_  
Jodi Fritts, City Recorder

ORDINANCE NO. 404

AN ORDINANCE PROVIDING FOR THE RETENTION AND DISPOSAL OF  
RECORDS OF CITY OF GOLD BEACH

THE CITY OF GOLD BEACH ORDAINS AS FOLLOWS:

Section 1. RECORD RETENTION SCHEDULE.

The schedules of record retention provided in OAR chapter 166, as authorized by ORS 192.105 and 357.895, govern the retention and disposal of all records on file in each department of the City.

Section 2. CERTIFICATE OF AUTHORIZATION

Records that have been retained beyond the retention period shall not be destroyed without prior written authorizatio. Written authorization shall be in the form of a resolution listing the items or groups of items to be destroyed, approved by the City Council, reviewed by the City Attorney and Department Head, signed by the Mayor and attested by the City Administrator. The approved resolution shall become authorization to destroy the described records.

Section 3. REPEAL

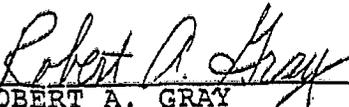
All previous ordinances and resolutions governing retention and disposal of records of the City of Gold Beach are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Gold Beach, State of Oregon, on the 28<sup>th</sup> day of January, 1986.

APPROVED by the Mayor on the 28<sup>th</sup> day of January, 1986.

  
ANNE BROWNELL, Mayor

ATTEST:

  
ROBERT A. GRAY  
City Administrator



# City of Gold Beach 2011-12 Budget Calendar

District \_\_\_\_\_ City of Gold Beach  
Budget Officer \_\_\_\_\_ Ellen Barnes, City Administrator  
Newspaper (ORS 193.010) \_\_\_ Curry County Reporter

- March 11 .....Department directors submit budget recommendations to budget officer
- March 30 .....Publish first legal notice of Budget Committee meeting on April 14<sup>th</sup> for purpose of receiving 2011-12 proposed budget and State Revenue Sharing
- April 6 .....Publish second legal notice of Budget Committee meeting on April 14<sup>th</sup>
- April 7 .....A copy of the proposed budget is filed at City Hall and copies are delivered by Budget Committee members
- April 14 .....General meeting of the Budget Committee
1. Presiding officer is elected
  2. Budget Officer presents proposed budget and budget message
  3. Public Hearing on proposed budget and State Revenue Sharing
- April 21 and 28 ....Additional Budget Committee meetings, if needed
- May 5 .....General meeting of the Budget Committee to pass a motion recommending to the City Council a budget for Fiscal Year 2011-12 and approving an amount or rate of total property taxes to be certified for collection
- May 9 .....Public hearing on use of State Revenue Sharing funds and first reading of ordinance declaring city's election to receive State Revenue Sharing funds.
- May 25 .....First Notice – Publish “Financial Summary and Notice of Budget Hearing” scheduled for June 13 and advertisement of 2011-12 Budget including summary budget statements
- June 1 .....Second Notice – Publish notice of first publication of “Financial Summary and Notice of Budget Hearing” scheduled for June 13
- June 13 .....City Council meeting adopting the FY 2011-12 Budget
1. Public hearing on the recommended 2011-12 Budget and proposed use of State Revenue Sharing funds
  2. City Council adopts a resolution making appropriations and levying property taxes
  3. Second reading and adoption of ordinance declaring the city's election to receive State Revenue Sharing funds
- June 30 .....Certify property tax levy to county assessor

MISC ITEMS  
a. Draft Budget Calendar



# CITY ADMINISTRATOR'S REPORT

FEBRUARY 14, 2011 MEETING OF THE GOLD BEACH CITY COUNCIL

Ellen Barnes  
City Administrator

## Emergency Management Services

- Finalizing revisions to emergency operations plans for Curry County
- Finalizing County post-disaster recovery frameworks
- Ongoing monthly meetings of Emergency Preparedness Stakeholders
  - Preparing for tsunami evacuation drills in Curry County. Considering scheduling sometime between May 16 and May 20. This will be a citywide drill. *May 19th*
  - Map Your Neighborhood Meeting Update
- Emphasizing CERT training

## Administration, Finance and Planning

- Second request from auditors for extension to *Remand hearing* late February to complete analysis of field research.
  - Was approved by the Oregon Department of Revenue
  - MANY communities are filing extension requests
- Personnel and administrative policies
  - Department directors and legal have completed initial review.
  - Currently being reviewed by CIS.
  - Need to complete work on fiscal and budget policies. Need to develop emergency management policies and facilities management policies.
- Class specifications for staff
  - Draft specifications for: Fire Chief, Police Chief, Director of Promotions, Emergency Management Services Coordinator, and Public Works Superintendent
  - Need to develop specifications for Administrative Services Director, Municipal Judge, and City Administrator
- Started work on salary schedule for staff
- Will begin work on performance standards and revised performance evaluation system based on performance standards
- Revised City of Gold Beach Employment Application (active online)
- Participating in statewide Charter franchise negotiation group
- Participating in 2011 LOC Conference Committee
- Moving forward with transitioning to the new fund accounting software
  - ACCPAC/Utility program conversions should be completed Feb. 18.
  - They will then be testing and running QC.
  - Once the "bugs" are worked out they will do another data upload and then we are "LIVE".
  - Jodi will attend training in Provo the 4th week of March (March 27-April 2).
- Received approval from CIS for expending Risk Management Incentive funds for security upgrades at City Hall (security cameras).
  - Make purchases, submit for reimbursement, complete funding documentation

CITY ADMIN REPORT

- Gathering information for possible Local Government Grant application to complete the skate park facility.
  - Resolution requesting authorization to apply to Council at next council meeting
  - Grant application due April 8.
- Working on TGM grant application
- Amco claim against the City still active. Depositions scheduled for July 6 - 8
- Request has been made to waive the lien on the property between the Rush and Marstall Buildings. Need to identify owner of the property
- Upcoming trainings, workshops and conferences...
  - February 16 – 18 CIS Annual Conference
  - February 23 – 25<sup>th</sup> Managing Scope Schedule and Budget
  - March 10 – Basic Local Budget Law Workshop
  - April 5<sup>th</sup> – Effective Local Government Manager

## Fire Services

- No significant events

## Police Services

- Resignation of Chief Janik
  - Initiated search for new Chief
    - Advertising at LOC, LGPI, Oregon Chiefs of Police Association, the Oregonian (web version), and state employment office. Vacancy announcement, class specification, and application package available at city web site.
    - Investigating options for interim chief (Paul, linebacker program at CIS, contracting with Sheriff)
- Discussion with County regarding 911/dispatch services
  - Anticipating \$35k expense to the City beginning FY 2011-12
- Negotiation with County for IT services
- March 29<sup>th</sup>, Portland State University's Criminal Justice Research Institute and the Oregon Department of Public Safety standards and Training (DPSST) will provide a block of instruction on Tactical ethics-Perspectives on Racial Profiling at Gold Beach City Hall.
  - Invitations to all regional law enforcement agencies
  - One of only 6 locations statewide selected to host the training.
  - Accredited by DPSST and Lexipol
- April 30 – National Drug Take Back Day, sponsored by the US DEA.
  - To date, GBPD has accumulated approx. 100 lbs of unused/expired Rx and over-the-counter drugs
- January GBPD highlights...
  - Jan 1 – traffic stop resulted in arrest of a register sex offender and another individual in possession of marijuana and meth
  - Jan 4 – GBPD Deputy Medical Examiner responded to the death of Pro Tem Judge Clifton
  - Jan 6 – cited a suspect on a probable cause provided by Prot Orford PD for illegal dumping
  - Jan 7 – GBPD notified of possible inappropriate behavior/personal privacy issue that occurred with a male subject and a visiting girls high school basketball team. The investigation required extensive follow-up in both Coquille and Coos Bay. The results of that investigation were forwarded to the Curry County District Attorney's Office for review

- Jan 13 – GBPD participated in the Tsunami Outreach public awareness event at the Event Center. Gold Beach had the highest public attendance of the three Curry County communities.
- Jan 22 – during a “routine” traffic stop officers attempted to identify a female passenger in the vehicle. The female gave the officers three different names and dates of birth. Through the use of driver’s license photos that officers were able to obtain from Curry County Sheriffs Office Communications Center, they were able to eliminate the false names and identify the female as a parole violator out of Coos County with an extensive list of offenses. This parole violator had eluded local and county law enforcement for several months until the traffic stop by GBPD.

**GBPD Police Activity Monthly Comparison**

	<u>Dispatch Calls for Service</u>	<u>Lobby Traffic/ Calls</u>	<u>Citations</u>	<u>Arrests</u>	<u>Building Sec./ Foot Patrol</u>	<u>Case Reports Generated</u>	<u>After Hour Calls</u>
<b>Jan</b>	195	430	30	13	255	40	4
<b>Dec</b>	259	374	38	8	254	16	5
<b>Nov</b>	121	188	36	10	212	33	4
<b>Oct</b>	151	160	63	14	210	25	6
<b>Sept</b>	173	330	97	16	157	32	7
<b>Aug</b>	162	549	80	6	214	34	7
<b>July</b>	231	593	78	8	245	34	7
<b>June</b>	148	534	56	4	148	24	6

**Public Works**

- **WWTP Project Update**
  - **Interim Financing WWTP**
    - Received the loan documents from SRF for a loan for \$3,944,000 for interim financing at 1.1% interest and no annual fee. Once we have finalized the loan agreement with DEQ, I will notify Sterling Bank that we no longer need their loan offer. Sterling Bank offered a loan for no less than 4% interest.
  - **Long-term Funding**
    - SRF has offered the City \$5.0 million with 0% interest and a 0.5% annual fee. The City currently is drawing on these funds to pay project costs until USDA funding arrives.
    - USDA has obligated \$6.04 million (\$4,158,000 loan and \$1,886,000 grant). On Wed. Jan 5<sup>th</sup>, the City reviewed checklist requirements with USDA and is working with USDA to complete documentation needed to finalize the loan and grant package and go to bid.
    - The Infrastructure Finance Authority (formally OECD) awarded the City a \$1.53 million loan. This loan paid for the Riley Creek culvert installation and the operations and laboratory buildings construction project. \$271,000 of this loan is held in reserve to pay for upgrades to the Fairgrounds pump station, which will be bid with the larger WWTP project. \$500,000 of the \$1.53 million loan may be converted from loan to grant upon completion of funding for the rest of the WWTP and approval of the IFA Commission.
    - Lower Rogue Watershed Council is working on a \$150,000 grant to the Oregon Department of State Lands for the wetland restoration component of the WWTP project (the final phase).

- Current cost estimate for the WWTP project is \$11.3 million. This estimate reflects a \$300k deduction for value engineering items and equipment and other construction changes.
- Full funding for the project will be complete when revenue bonds are finalized and interim financing agreements are signed. Bond Counsel is waiting for documents from the City to proceed.
- Dyer has submitted construction documents to DEQ for approval. After DEQ approval, the construction documents will be sent to USDA for final approval prior to bid. Dyer is working with USDA on a memorandum of changes between the preliminary facilities report and current construction drawings.
- Updated Project Schedule
  - Finalize bonds late January
  - DEQ review complete early February
  - USDA approval mid March
  - Advertise for bids late March
  - Bid open late April
  - Council award contract May
  - Construction Contract Signed May
  - Notice to Proceed May/June
- DEQ has responded to the City's comments on the draft NPDES (wastewater plant operating) permit and the permit is going out for a 30-day public notice. At the end of the public notice period, DEQ will submit a final permit to the City if no substantial challenges are received.
- BPA is reviewing the design drawings to determine if the City is eligible for energy saving incentives for the new wastewater treatment plant. BPA provides a 25 cent-per-kilo watt hour cash payment for the first year's reduction in energy use in the form of an incentive check from Coos Curry Electric Cooperative. BPA will provide the analysis and application for payment at no cost to the City. BPA has identified several items on the construction plans that are eligible for incentives and is working with Dyer to obtain costs for the measures. BPA estimates incentives in the \$30k to \$50k range.
- A presentation from OBEC on results of the wetland delineation study is scheduled for the March Council workshop.
- Draft Sewer Rate Study has been presented to the City.
- Woodburn Construction, through their attorney to ours, has extended an offer to informally meet to resolve the dispute over liquidated damages and change orders. That meeting is tentatively scheduled for mid March.
- Signal upgrades at 6<sup>th</sup> Street
  - Bids scheduled for December 2011
  - Construction spring 2012
- Speed Zone changes for HWY 101
- Safe Routes to Schools grant application successfully completed preliminary review. ODOT will send out a scoping team to visit the proposed project site. Finalists identified in April. Award recipients notified in May.
- ODOT has denied the City's request for a crosswalk at the Gold Rush center. Did not meet the pedestrian counts.
- ODOT is researching fencing options along HWY 101 south of Patterson Bridge to possibly replace the cyclone fencing.
- ODOT and the City partnered to resolve a complaint about drainage off Hwy 101 and Webber Way. ODOT provided staff and equipment to excavate debris out of the

drainage ditch. The City provided staff and equipment to dispose of the debris (at an ODOT location). Need to work with ODOT to develop long-term solution to the problem.

## Visitor Bureau

- Find Glass Balls on the Beach
  - Promotion started Feb. 1<sup>st</sup>. Many report hearing of the promotion on radio and TV adds
  - Problem with locals collecting too many of the glass balls.
- GeoCache
  - Running simultaneously with the glass balls campaign
  - Appears successful
  - Many visitors report learning of the campaign through radio and TV ads
  - Promo Director will meet with SC Geocachers group in Coos Bay on Wed. to encourage their participation
  - Establishing a good working relationship with the Outdoor editor for The World.
  - Coos Bay also is running a geocache promotions....both communities are working together
- 16<sup>th</sup> annual South Coast Writers Conference is scheduled for February 18<sup>th</sup> & 19<sup>th</sup>. More info available at [www.socc.edu/scwriters](http://www.socc.edu/scwriters).
- Gold Beach Promotions now distributing a monthly e-newsletter. To sign-up, visit [www.goldbeach.org](http://www.goldbeach.org)
- Gold Beach Promotions has started focusing on hiking and walking activities in the area.
  - "Adventures of the Week"
  - Trail guide
- Sportsman shows
  - Sacramento (end of January) and Eugene (first of Feb) were very successful
  - Upcoming shows: Medford (week of Feb 14) and Roseburg (late Feb)
  - Red Bags are the "must have"
- Lodging for Lovers specials promoted for Valentine's Day
- Collecting photos from the local community.
- Next promotion committee meeting is March 3 @ 3:30.

## Curry County Emergency Preparedness Stakeholders

Meeting Notes  
January 15, 2011

### Attending:

Name	Agency	Position	e-mail address
Larry Mostachetti	Civil Air Patrol		lemyam@charter.net
Charles Kresa	Civil Air Patrol	Commander	Charleskresa@yahoo.com
Gary Milliman	City of Brookings	City Administrator	gmilliman@brookings.or.us
Karen Delucca Carr	CERT/ARES		kdelucca@megaladon.com
Bob Wilkinson	ARES/CERT	ARES coordinator	w7vn@arri.net
Greg Gloe	Curry Gen.Hospital		ggloe@curryhealth.org
John Woodland	CERT/MYN		johnw@scsd.k12.or.us
Dave Lacy	Tsunami Outreach	Coordinator	davejlacy@yahoo.com
Bob Rector	Curry County S. O.	Undersheriff	rectorb@co.curry.or.us
Ellen Barns	City of Gold Beach	City Administrator	ebarnes@goldbeachoregon.gov
Antone Hernandez	Red Cross		antone@so.redcross.org
Karen Heim	ODOT		karen.l.heim@odot.state.or.us
Don Kendall	Curry County	Emergency Services	kendalld@co.curry.or.us

### Information:

Began to address items on initial agenda

1. Individual review of "plans, goals, wish lists"
2. Great Oregon Shakeout – review and web page information
3. Normal meeting times, dates, location (s)
4. Required and requested exercises – tabletop, functional, full scale

Started with question #3: Do we need to organize and attend regular meetings? The group agreed and after discussing times and dates – decided to meet on February 10<sup>th</sup> (at the Map Your Neighborhood program at Gold Beach City Hall) to confirm the Second Thursday of the month at 6:30pm as regular meeting date and time.

The next Questions moved the group into the realization that we need to extend the education that was proved by the three "Tsunami Outreach" programs recently held in the County and that during and immediately following any significant event, our populace will each be basically "on their own". We, as a group, can help to give them tools for surviving that period of time.

From this discussion 5 general tasks were developed:

### TASKS:

- EDUCATION - family awareness through School children and Home Schooled children - Dave L. and Karen C. to assist John W. lead
- DRILLS/Table top exercise - The organization and recommendations for an exercise – Ellen B., Bob R., Dave L., John W. to assist Gary M. lead
- INFORMATION TECH. – provide virtual web sites etc for public ed. and other uses – Karen C. lead others will be recommended

- COMMUNICATION – where can we and should we go radio, low band, narrow banding, etc – Karen H lead others will be recommended.
- GROUPING/ORGANIZATION CERT's – the organization of CERT and other assistance organizations into pods/teams/pockets for efficiency and use- Bob R., and others to assist Antone H.

News/Information:

Map your neighborhood presentations:

- 2/9 Port Orford City Hall – 6:00 to 8:00 pm
- 2/10 Gold Beach City Hall – 6:00 to 8:00 pm
- 2/15 Harbor Fire Hall – 6:00 to 8:00 pm

CERT training:

- 2/5 Recertification Riley Creek School 9:00 to 5:00
- 2/12 and 2/26 Full CERT class Riley Creek School 9:00 to 5:00 (must attend both days)

**Next Meeting: February 10, 2011; 600 – 800; Gold Beach City Hall – with MYN presentation**

Agenda:        Review date, time for future meetings  
                  Project status updates  
                  Project scheduling, Assistance, Other  
                  Map Your Neighborhood  
                  continue with other items from initial agenda

Please send all corrections or edits on the notes to me by January 31; you can always contact me at [kendalld@co.curry.or.us](mailto:kendalld@co.curry.or.us), or give me a call at 541-247-3208 or 541-254-0731 cell.

"Charter Work Group"

2/6/2011

Contact	Jurisdiction	Email	Stage in Negotiations		
			Beginning	In Progress	Nearly Comp.
Carl Patenode	Drain	<a href="mailto:city_admin@cityofdrain.org">city_admin@cityofdrain.org</a>			
Chad Jacobs	LOC	<a href="mailto:clacobs@orcities.org">clacobs@orcities.org</a>			
Commissioner George Rhodes	Curry County	<a href="mailto:rhodesg@co.curry.or.us">rhodesg@co.curry.or.us</a>			
Dennis McNally	Gearhart	<a href="mailto:dmcnally@ci.gearhart.or.us">dmcnally@ci.gearhart.or.us</a>			
Diane Berry	Echo	<a href="mailto:ecpl@centurytel.net">ecpl@centurytel.net</a>			
Don Schuessler	Coburg	<a href="mailto:don.schuessler@ci.coburg.or.us">don.schuessler@ci.coburg.or.us</a>			
Ellen Barnes	Gold Beach	<a href="mailto:ebarnes@goldbeachoregon.gov">ebarnes@goldbeachoregon.gov</a>			
Gary Milliman	Brookings	<a href="mailto:gmilliman@brookings.or.us">gmilliman@brookings.or.us</a>			
Ginger Griffith	Scio	<a href="mailto:scio@smt-net.com">scio@smt-net.com</a>			
Greg Hinkelman	Clatskanie	<a href="mailto:ghinkelman@cityofclatskanie.com">ghinkelman@cityofclatskanie.com</a>			
Jan Willis	North Bend	<a href="mailto:janwillis@northbendcity.org">janwillis@northbendcity.org</a>			
Jerry Herbage	Curry County	<a href="mailto:herbageg@co.curry.or.us">herbageg@co.curry.or.us</a>			
John O'leary	Garibaldi	<a href="mailto:john@ci.garibaldi.or.us">john@ci.garibaldi.or.us</a>			
Len Goodwin	Springfield	<a href="mailto:lgoodwin@springfield-or.gov">lgoodwin@springfield-or.gov</a>			
Mark Reagles	Rogue River	<a href="mailto:mreagles@ci.rogue-river.or.us">mreagles@ci.rogue-river.or.us</a>			
Matt Winkel	Bandon	<a href="mailto:citymanager@ci.bandon.or.us">citymanager@ci.bandon.or.us</a>			
Michael Murphy	Port Orford	<a href="mailto:mmurphy@portorford.org">mmurphy@portorford.org</a>			
Michael Nitzsche	Nehalem	<a href="mailto:nehalemch@nehalem.tel.net">nehalemch@nehalem.tel.net</a>			
Michelle Amberg	Toledo	<a href="mailto:manager@cityoftoledo.org">manager@cityoftoledo.org</a>			
Mike Kee	Baker City	<a href="mailto:mkee@backercity.com">mkee@backercity.com</a>			
Mike McArthur	AOJ (Harney Co.)	<a href="mailto:mmcarthur@aocweb.org">mmcarthur@aocweb.org</a>			
Mike McCauley	LOC	<a href="mailto:mmccauley@orcities.org">mmccauley@orcities.org</a>			
Ray Simms	Lakeview	<a href="mailto:lakeviewtowmmanager@yahoo.com">lakeviewtowmmanager@yahoo.com</a>			
Rebekah Dohrman	LOC	<a href="mailto:rdohrman@orcities.org">rdohrman@orcities.org</a>			
Rich Whitlock	Klamath Falls	<a href="mailto:rwhitlock@ci.klamath-falls.or.us">rwhitlock@ci.klamath-falls.or.us</a>			
Robert Strope	La Grande	<a href="mailto:rstrope@cityoflagrande.org">rstrope@cityoflagrande.org</a>			
Roberta Donovan	Nyssa	<a href="mailto:nysamanager@nyssacity.org">nysamanager@nyssacity.org</a>			
Sandra Patterson	Union	<a href="mailto:admin@cityofunion.com">admin@cityofunion.com</a>			
Scott McClure	Monmouth	<a href="mailto:smcclure@ci.monmouth.or.us">smcclure@ci.monmouth.or.us</a>			
Scott Pingel	Stanfield	<a href="mailto:pingel@cityofstanfield.com">pingel@cityofstanfield.com</a>			
Terence O'Connor	Coquille	<a href="mailto:toconnor@cityofcoquille.org">toconnor@cityofcoquille.org</a>			



*City of Gold Beach*  
**Chief of Police**

**APPLICATION DEADLINE:** March 4, 2011

**STARTING DATE:** May 9, 2011, or as mutually agreed upon

**ANNOUNCEMENT:** The City of Gold Beach is seeking a Chief of Police to provide law enforcement leadership in a small, rural coastal community and further community-based policing strategies. The Gold Beach Police Department is a recent award recipient of the National Town Watch Association's National Night Out Program, a Lexipol policy subscriber, enrolled in the IACP's Volunteers in Policing Program, and participates in several local and regional task forces.

**POSITION:** Administer, plan and direct the operations of the Gold Beach Police Department to protect life and property through law enforcement and community policing activities.

**TERMS OF EMPLOYMENT:** Full-time, 12-month, exempt position. Salary is \$49,800 - \$60,660 annually, DOE, plus benefits.

**MANDATORY REQUIREMENTS:** Knowledge of law enforcement activities, police practices and procedures, investigative methods and techniques; principles and practices of organization, personnel and finance administration related to police department operations; community policing principles and practices; firearm use and safety. Equivalent to a two-year college degree with study in law enforcement, criminal justice or related field and at least five years progressively responsible administrative experience in law enforcement, including supervisory duties. Must meet minimum state requirements for police officers through Oregon Department of Public Safety Standards and Training. Must possess supervisory and management certifications.

**DESIRABLE QUALIFICATIONS:** Four-year degree with study in law enforcement, criminal justice or related field; graduate from an advanced law enforcement executive training institution; prior experience at the rank of lieutenant or above; experience with community-based policing strategies.

**TO APPLY:** For a complete job description and application package, visit the City of Gold Beach website at [www.goldbeachoregon.gov](http://www.goldbeachoregon.gov) or contact the City of Gold Beach, 29592 Ellensburg Avenue, Gold Beach, OR 97444; (541) 247-7029; [ebarnes@goldbeachoregon.gov](mailto:ebarnes@goldbeachoregon.gov). Submit completed applications to: Ellen Barnes, City Administrator, City of Gold Beach, 29592 Ellensburg Avenue, Gold Beach, OR 97444.

The City of Gold Beach (pop. 2,140) is seeking a Chief of Police to provide law enforcement leadership in a small, rural coastal community and further community-based policing strategies. The Gold Beach Police Department is a recent award recipient of the National Town Watch Association's National Night Out Program, a Lexipol policy subscriber, enrolled in the IACP's Volunteers in Policing Program, and participates in several local and regional task forces. This is a full-time, 12-month, exempt position. The Chief of Police administers, plans and directs operations of the Gold Beach Police Department. This is a working police chief position that participates in routine patrol and investigative operations as well as oversees administrative functions. The City is particularly interested in receiving applications from individuals who can implement and advance community policing strategies. **Minimum qualifications:** include the equivalent of a two-year college degree with study in law enforcement, criminal justice or related field and at least five years progressively responsible administrative experience in law enforcement, including supervisory duties. Applicants must meet minimum state requirements for police officers through Oregon Department of Public Safety Standards and Training (DPSST) and possess supervisory and management certifications. **Desired qualifications:** include a four-year degree with study in law enforcement, criminal justice or related field; graduate from an advanced law enforcement executive training institution; prior experience at the rank of lieutenant or above; experience with community-based policing strategies. Salary range is \$49,800 - \$60,660 annually DOE, plus benefits. **To apply:** visit [www.goldbeachoregon.gov](http://www.goldbeachoregon.gov) to access a complete job description and application package. Call (541) 247-7029 or email [ebarnes@goldbeachoregon.gov](mailto:ebarnes@goldbeachoregon.gov) to have an application package mailed to you. Applications accepted through March 4, 2011. *The City of Gold Beach is an Equal Opportunity Employer.*



*City of Gold Beach Class Specification*

**Chief of Police**

Effective Date: February 2011

SALARY RANGE

\$4,152 – 5,055: Monthly  
\$49,821 – 60,660: Annually

NATURE OF WORK:

Administer, plan and direct the operations of the Gold Beach Police Department (GBPD) to see that order is maintained and laws and ordinances are enforced to protect lives and property in the Gold Beach community. Is responsible for the actions and conduct of department personnel in order to provide the safest environment possible for the community. Maintains excellent public relations in order to advance community policing practices.

DISTINGUISHING CHARACTERISTICS:

This class is distinguished as being at the department head level having responsibility for oversight of all activities and operations of the City of Gold Beach Police Department. Serves as a member of the City Administrator's executive management team. Provides highly responsible and professional staff assistance to the City Administrator and City Council. Work is performed based on program changes assigned by the City Administrator consistent with the principles of modern law enforcement, community policing and emergency response procedures. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with elected officials, city staff, other law local and regional law enforcement agencies, other government agencies and the general public.

SUPERVISION RECEIVED AND EXERCISED:

Receives general administrative direction from the City Administrator or his/her designee.

Supervises an Operations Division comprising one Sergeant, four patrol officers and reserve officers; a Community Services Section of volunteers providing traffic safety, community services and evidence/property support services; and an Administrative Division of staff and volunteers providing logistics support for GBPD operations.

ESSENTIAL FUNCTIONS: *Duties may include, but are not limited to, the following:*

- Directs department operations to achieve goals within budgeted funds and available personnel; plans and organizes workloads and staff assignments, reviews progress, directs changes in priorities and schedules as needed to assure services are provided in an efficient and timely manner;
- Directs the preparation and administration of the department budget based on staffing and resource requirements, cost estimates, and objectives and goals; monitors the budget to assure compliance with approved budget levels and standards; reviews and approves

departmental expenditures before submission to the city administrator for authorization and payment; participate in the forecast of revenue, expenses and additional funds needed for staffing, equipment, materials, supplies, and short and long term capital maintenance and capital improvement plans; administer the approved departmental budget; and control the expenditure of departmental appropriations

- Directs and develops short and long range plans, goals and objectives for law enforcement and community policing operations; establishes department operational policies, procedures, work rules, and performance standards to assure the efficient and effective operation of the GBPD in compliance with City policies and standards, labor agreements, and state and federal laws; maintains Lexipol policies and procedures for GBPD; develops and maintains systems and records that provide for proper evaluation, control and documentation of assigned operations;
- Provides technical support and recommendations to the City Administrator, Mayor and City Council including the interpretation and application of policy and procedure; may assist with contract negotiations; prepares reports and recommendations on law enforcement and community policing issues to the City Administrator, City Council and the public; works closely with the City Administrator and City's elected officials in setting and carrying out the City's vision, mission and objectives for the Police Department; analyzes trends and operations to assure adequacy of service; monitors police calls and crime trends, City growth and related economic, legislative and judicial influences; reviews local, state and federal legislation to determine impact on departmental plans, policies and strategies;
- Participates in routine patrol and investigative operations and handle routine and emergency calls for service; perform CPR and first aid as needed;
- Coordinates working relationships with other public safety agencies, City departments, special interest groups, and the general public; makes public presentations to interested groups, schools, and others; maintains communication with media representatives to ensure accurate reporting of activities;
- Provides managerial leadership and directs the selection, supervision and evaluation of department staff and volunteers; conducts or oversees performance evaluations; with assistance of the City Administrator, resolves grievances and other sensitive personnel matters; assures all personnel are adequately trained to perform duties; plan, organize, select and supervise the work of departmental staff and volunteers; coach, motivate, monitor, correct and evaluate staff performance; develop and implement staff and volunteer training programs and plans; recommend employee and volunteer recognition, discipline and termination; ensure that city policies and employee agreements are implemented and applied consistently within the department;
- Oversees with assistance from the City Administrator, internal affairs investigations; recommends and carries out corrective or disciplinary action as necessary;

- Oversees the maintenance and operation of police equipment, communication systems, and property;
- Coordinates department activities with local, state, and federal agencies in law enforcement, crime prevention, and emergency response matters; manages and assists in event of major crisis; coordinates communication to ensure City officials are properly informed of activities;
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources as necessary;
- Assist in development of mutual aid agreements with emergency response agencies in neighboring jurisdictions; direct mutual assistance response when appropriate;
- Research new sources of department funding; prepare and/or assist others in the preparation of grant requests; coordinate the application process and oversees activities related to administration of program grants;
- Evaluate police department operations and activities for cost effectiveness to ensure optimum use of resources; make recommendations for changes to strengthen and improve activities and operations; directs the resolution of inquiries, complaints, problems, or emergencies affecting the availability or quality of services.
- Represent the City and participate in professional and public meetings and organizations, as appropriate; attend staff meetings; participate in mandated training and staff development; respond to and meet with property owners, homeowner groups, businesses, and the public as appropriate; meet with, provide information and negotiate with various regulatory agencies to satisfy their requirements; represent the City as a witness in legal actions, as requested;
- Maintain the ability and qualifications to function and perform all of the duties of a uniform police officer; maintain proficiency by attending conferences and meetings, reviewing reports, reading professional journals, and meeting with others in areas of responsibility;
- Performs other duties as needed and/or assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:

**Knowledge of:** law enforcement activities, police practices and procedures, investigative methods and techniques; principles and practices of organization, personnel and finance administration related to police department operations; modern police administration techniques and practices; community policing principles and practices; applicable federal, state, and local laws, codes and ordinances; firearm use and safety; principles of supervision and personnel practices.

**Skills in:** safe firearm and Taser use; use of traffic radar equipment; first aid; use of radio equipment, pager, personal computer, phone.

**Ability to:** plan, initiate and carry-out long-term programs in police administration, training, crime prevention, and public safety; plan, assign, supervise, and evaluate the work of an active police department; establish and maintain effective working relationships with subordinates, the public, city officials, other city departments, and other governmental and private agencies; plan, organize, coordinate, supervise and evaluate the work of police personnel and volunteers; select, supervise, train and evaluate police personnel; communicate clearly and concisely, both orally and in writing; perform duties effectively during emergencies for prolonged periods of time under extreme conditions; develop and administer departmental goals, objectives, and procedures; analyze and assess programs, policies, and operational needs and make appropriate adjustments; identify and respond to community and organizational issues, concerns, and needs; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; provide administrative and professional leadership and direction; identify and respond to community and City Council issues, concerns and needs; prepare clear and concise departmental reports; analyze, prepare, and manage departmental budget; allocate limited resources on a cost effective and cost beneficial basis; interpret and apply applicable federal, state, and local policies, laws, and regulations; interpret and apply city policies, procedures, rules and regulations; exercise sound judgment in evaluating situations and in making decisions; and exercise initiative and act with considerable independent judgment.

#### ACCEPTABLE EXPERIENCE AND TRAINING:

**Education:** Any combination of education and/or training that would provide an opportunity to acquire the knowledge and abilities previously identified. Normally, completion of 500 hours certified training and possess of a two-year degree law enforcement, criminal justice or related field from an accredited college or university.

**Experience:** Any combination of training and experience that would provide an opportunity to acquire the knowledge and abilities listed. Normally, five years progressively responsible administrative experience in law enforcement, including supervisory duties.

#### REQUIRED SPECIAL QUALIFICATIONS, LICENSES, AND CERTIFICATIONS:

Possession of DPSST (Department of Public Safety & Standards Training) Management Certificate. Obtain and maintain current CPR and first aid certification. Possession of a valid state of Oregon driver's license. Residency within a 15-minute drive time of Gold Beach City Hall within a reasonable time after hire.

#### WORKING CONDITIONS:

**Environmental Conditions:** Many duties are performed in an office environment, but fieldwork is required. The employee is exposed to various hazardous situations, in normal police line of duty, and extreme weather conditions. When responding to emergencies, employee risk physical hazard from violent, aggressive, and hostile people, a variety of weapons, noise, chemicals, bodily secretions, sharp objects, traffic, drugs and drug paraphernalia.

**Physical Conditions:** Physical exertion may be required to climb stairs and over walls, run, move heavy objects, crawl through tight spaces, kneel in confined areas. Physical effort may be required to lift materials, equipment and persons exceeding 50 lbs.



## EMPLOYMENT HISTORY

Have you ever been employed with the City of Gold Beach?  Yes  No If yes, when? \_\_\_\_\_

List all the positions you have held in the past ten (10) years. Begin with your most recent experience. Use additional sheets as necessary. Please complete this section even if you attach your resume.

From:	To:	Employer:	Phone:
Job Title:		Employer's Address:	
Supervisor's Name & Title:		Starting Salary:	Ending Salary: Reason for Leaving:
Job Duties and Responsibilities:			

From:	To:	Employer:	Phone:
Job Title:		Employer's Address:	
Supervisor's Name & Title:		Starting Salary:	Ending Salary: Reason for Leaving:
Job Duties and Responsibilities:			

From:	To:	Employer:	Phone:
Job Title:		Employer's Address:	
Supervisor's Name & Title:		Starting Salary:	Ending Salary: Reason for Leaving:
Job Duties and Responsibilities:			

**EDUCATION AND TRAINING**

School/College Name and Location	Years Completed	Major/ Area of Study	Certificate/ Degree

**LICENSES AND CERTIFICATIONS**

If required for the job, do you have a valid driver's license?  Yes  No

License/ Certification Name	Issuing Agency	Date Received

**REFERENCES** Please identify at least three work-related references

Name and Occupation:	Phone:	Email Address (if known):

**CERTIFICATION:** I certify that all statements on this application are true and complete to the best of my knowledge. I understand false or incomplete statements shall be sufficient for disqualification or dismissal. I further understand that this application is not, and is not intended to be, a contract of employment, nor does it obligate the employer to employ me. I authorize the City of Gold Beach to make any necessary and appropriate investigation to verify the information contained herein, including authorizing all previous employers/supervisors to give the City of Gold Beach any personal or professional information concerning my employment. I release the City of Gold Beach and my previous employers/supervisors from any liability related to the furnishing of such information.

Signature: \_\_\_\_\_  
(Unsigned applications will be discarded)

Date: \_\_\_\_\_

This application is valid for 90 days from the date signed. If you want to be considered for job openings more than 90 days from the date signed, then a new application must be submitted.



*City of Gold Beach*  
**Chief of Police**

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**Supplemental Questionnaire:**

Please describe previous experience with community-based policing strategies. Provide detail about the nature of the activities, the community in which the activities occurred, and dates of implementation. Be sure to illustrate impacts on the community or community response to the activities. (*Attach additional pages as necessary*).



# Oregon

John A. Kitzhaber, MD, Governor

## Department of Transportation

Traffic-Roadway Section, MS#5

4040 Fairview Industrial Dr SE

Salem, OR 97302-1142

(503) 986-3568

Fax: (503) 986-3749

January 19, 2011

TRA 7-2

Ellen Barnes, City Administrator  
City of Gold Beach  
29592 Ellensburg Avenue  
Gold Beach, OR 97444-7771

RECEIVED

FEB 04 2011

CITY OF GOLD BEACH

Dear Ms. Barnes,

ODOT has been changing school flashing beacons from electric to solar to save money on the Oregon Coast Highway just south of Gold Beach. We've also determined the school zone needs to be adjusted slightly. Therefore, we've decided to issue a new speed zone order reflecting these changes on Hwy 101 from 70 feet south of 7th Street (MP 329.06) to 120 feet south of 8th Street (MP 329.21). Enclosed is a copy of Speed Zone Order No. J8420 dated 1/19/2011 adjusting the school speed zone.

Signing will be installed by our Region Sign Crew. *(ODOT Region Staff, please install the necessary signing and advise this office of the date completed.)*

If you have any questions, please call me at (503) 986-3609.

Sincerely,

Kathi McConnell  
Traffic Investigations Coordinator

Enclosure(s)

Copy with Enclosure(s) to:

Ray Lapke, Traffic Operations Engineer, ODOT Region 3  
Shyam Sharma, Region Traffic Manager, ODOT Region 3  
Sgt. Mark Davie, Oregon State Police  
Jennifer Campbell, HPMS Coordinator, ODOT

KM/cwc

Whereas, pursuant to ORS 810.180, the Oregon Department of Transportation has been requested to establish designated speed(s) for the below described section(s) of highway, county, city or federal agency highway as defined by ORS 801.305; and



# Speed Zone Order

Whereas, the State Traffic Engineer has been authorized to act on behalf of the Oregon Transportation Commission; and

Date January 19, 2011 Order No. J8420

Whereas, pursuant to ORS 810.180, an engineering and traffic investigation has been made; the data, facts, and information obtained in connection with said engineering and traffic investigation are on file in the office of the State Traffic Engineer at the Oregon Department of Transportation in Salem, Oregon; and

Jurisdiction(s)  
Curry Co. (OTC) | Gold Beach

Whereas, based upon said engineering and traffic investigation, the State Traffic Engineer has found that the speed designated in ORS 811.105 or ORS 811.111 is greater than is reasonable under the conditions found to exist upon the section(s) of highway for which a lesser speed is herein designated or that the speed designated in said statute is less than is reasonable under the conditions found to exist upon the section(s) of highway for which a greater speed is herein designated; and

Whereas, the provisions of ORS 810.180 respecting notice and hearing have been complied with:

It is **Therefore Ordered** that the designated speed for the following section(s) of highway be as follows:

Name Oregon Coast Hwy (US 101)

LOCATION OF TERMINI

From	MP	To	MP	Designated Speed (Miles Per Hour)
.22 mile north of Wedderburn Loop Road	327.26	250 feet north of Jerrys Flat Road	327.85	40 <sup>2</sup>
<i>On Ellensburg Avenue</i>				
250 feet north of Jerrys Flat Road	327.85	300 feet south of Kerber Drive	329.70	30 <sup>1 3</sup>
300 feet south of Kerber Drive	329.70	0.41 mile south of Kerber Drive	330.05	40 <sup>3</sup>
<i>1 Except that in the following section(s), the designated speed shall be 20 mph as per provisions of ORS 811.111 Subsection 1(e) and ORS 810.200;</i>				
70 feet south of 7th Street	329.06	120 feet south of 8th Street	329.21	
<i>2 City of Gold Beach - Interested Jurisdiction</i>				
<i>3 ODOT - Road Authority</i>				
This rescinds Joint Order J7765 of 3/27/2006				

Be it further ordered that the roadway authority or authorities responsible for the above section(s) of highway install appropriate signs giving notice of the designated speed(s) therefore as per ORS 810.180, Subsection 4(c) and/or Subsection 5(e).

Be it further ordered that signs installed pursuant to this order comply with the provisions of ORS 810.210 and 810.220.

Be it further ordered that any previous order made by the Department with respect to the designated speed for the above section(s) of highway which is in conflict with the provisions of this order is hereby rescinded.

Be it further ordered that this order will remain in effect until and unless rescinded by the State Traffic Engineer of the Oregon Department of Transportation.

Bob Pappe, PE, PLS, State Traffic and Roadway Engineer

**PUBLIC NOTICE**  
**PRELIMINARY AGENDA**  
**GOLD BEACH PROMOTION COMMITTEE**  
Meeting...Jan. 27, 2010  
City Hall Council Chambers...3:30 pm

I. Call to Order		Time:	
A. Roll Call		Present	Absent
Chairperson	Amy Gaddis Carolyn Trigueiro Bob Manners Larry Hammer Deb Way		
Promo Director	Jeff Ferguson		

Minutes: Review and Approve  
Statement of Revenue & Bills: Review and Approve  
Visitor Center Stats  
Review media 'tear sheets'

**\*Anyone from floor? \*4 MINUTE MAX**

**OLD BUSINESS**

**Glass Balls & Geocaching Promotions (Feb, March & April)**  
Media campaign (TV, radio, print, web, FB, SOVA, OCVA & Travel Oregon), is in place and has begun. Most local lodging establishments are offering 'Treasure Hunting Specials' during this time

**Writer's Conference**  
GB Promotions continues to support this event. Director met with organizers. Plans have been discussed for expanding next year. Challenge is lack of 'people power'.

**E-Newsletter**  
First month was a success! 'Open Rate' was over 20%. Follow-up resulted in another 17%, which is very good!

**NTA Convention follow-up**  
"Thank you for meeting with us" packages have been sent to tour operators.

**GB Brochure update**  
This project is on hold. See 'Directors Report' (attached)

**Coast Trail Project**  
This project is on hold. See 'Directors Report' (attached)

**Facebook and Youtube**  
No news from City in regards to 'policy' on 'Social Media'. Inability to interact on FB is adversely affecting activity.

**GB Welcome signs**  
Update from Larry?

**LED reader board**

Working with Fairgrounds/Event Center to locate there. Research continues.

**ORB program for 'media sharing'**

Sue Dawson working with this. Not as simple as hoped for. Sue attended a 'Webinar' to gain more knowledge.

**Local Events Calendars**

Director has opted out of being the 'lead' on this but GB Promo will support and encourage other entities to participate

**NEW BUSINESS**

**Sacramento Sportsmen Show**

\*See attached for detail

**Upcoming Sportsmen Shows**

Eugene: Feb. 4-6. Jeff & Larry

Roseburg: Feb. 18-20 Jeff & Amy

Medford: Feb. 25-27 Jeff & Amy

**Directors Report**

\*See attached

**Policy & Procedures: \*See 'Directors Report'**

**FLOOR- 4 MINUTES MAX**

**ADJOURNMENT: \_\_\_\_\_**

**Jeff Ferguson: \_\_\_\_\_**  
**Dated: 01/25/2011**

Check on FCH water payoff

additional funds need to identify  
where they should go

depreciation costs paid to uninsured fund

\*

Make sure we don't need to sign up for  
budget meeting \*