



City of Bay City

PO Box 3309
Bay City, OR 97107
Phone (503) 377-2288
Fax (503) 377-4044
TDD 7-1-1

**Bay City Council Meeting Agenda
October 10, 2023, 6:00 pm
5525 B Street, Bay City
Ad Montgomery Community Hall**

- A. Call to Order, Pledge of Allegiance, Roll Call
- B. PUBLIC HEARING: ORDINANCE 703, An Ordinance granting an exclusive franchise agreement and contract approval to the Tillamook People's Utility District for the right to provide electrical service within the City of Bay City and to utilize the public right-of-ways for said purpose and declaring an emergency.
- C. Visitor Propositions (Public Comment on Non-Agenda Items)
- D. Committee, Department, and Staff Reports
 - a. City Manager
 - b. Finance Department
 - c. Fire Department
 - d. Fire Committee Report
 - e. Public Works
 - f. Emergency Preparedness,
 - 1. Next meeting Monday October 16, 2023, 5:30 pm at Ad Montgomery Community Hall
 - 2. Great Shake-out Event October 19, 2023, 10:19 am
 - g. Planning Department,
 - 1. Next Planning Commission – October 18, 2023, 5:30 pm
 - 2. Letter of Support for a 2023-25 Technical Assistance Grant from the Department of Land Conservation and Development
- E. Minutes
 - a. Council Workshop – September 11, 2023
 - b. Regular Council Meeting – September 12, 2023
 - c. Joint City Council Workshop – September 25, 2023
- F. Treasurers Report

This institution is an equal opportunity provider and employer. In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the base of race, color, national origin, religion, sex, age, disability, or familial status.



THE PEARL OF TILLAMOOK BAY

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- G. Bills against the City
- H. Unfinished Business
- I. New Business
 - a. Resolution 2023-020 Adopting a Firewise Action Plan for the City of Bay City
 - b. Resolution 2023-021 Establishing an RV Dump Fee
 - c. Resolution 2023-022 Adopting a Fleet Policy for the City of Bay City
 - d. Resolution 2023-023 Approving the City's participation in the Oregon Savings Growth Plan (OSGP)
 - e. Resolution 2023-024 a Petition to the Tillamook County Board of Commissioners requesting Board Action to Initiate the Formation of the North Coast Fire & Rescue District
 - f. Memorandum of Agreement concerning City assets following the formation of the North Coast Fire & Rescue District
 - g. Resolution 2023-025 Recognizing unanticipated revenues for the City of Bay City and making appropriations
- J. Mayor's Presentation
- K. Council Presentation
- L. Attorney Presentation

The Council reserves the right to recess to executive session as may be required at any time during these meetings, pursuant to ORS 196.660(1).

To attend via phone Call-in number 518-992-1125, access code 389573

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CITY OF BAY CITY

ORDINANCE NO. 703

AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE AGREEMENT AND CONTRACT APPROVAL TO THE TILLAMOOK PEOPLE'S UTILITY DISTRICT FOR THE RIGHT TO PROVIDE ELECTRICAL SERVICE WITHIN THE CITY OF BAY CITY AND TO UTILIZE THE PUBLIC RIGHT OF WAYS FOR SAID PURPOSE AND DECLARING AN EMERGENCY

THE CITY COUNCIL OF THE CITY OF BAY CITY, OREGON, ORDAINS AS FOLLOWS:

Section 1. **REPEAL**. Bay City Ordinance #674 and all prior ordinances for franchises with Tillamook People's Utility District and prior franchise agreements between the City of Bay City and the Tillamook People's Utility District shall be terminated and of no further force and effect upon the effective date of this Ordinance.

Section 2. **TERM**. The City of Bay City hereby grants an exclusive franchise agreement to the Tillamook People's Utility District to conduct its electric distribution business within the corporate limits of the City, upon the terms and conditions of the contract attached hereto as Exhibit 1, and hereby incorporates the terms and conditions of the agreement as the terms and conditions of this Ordinance, in addition to any other term and condition set forth in this Ordinance.

Section 3. **FRANCHISE FEE**. The District shall pay to the City, a Franchise Fee of 5% of the District's gross revenues within the City limits, less adjustments, as more particularly defined in the contract attached hereto, collected during the previous calendar month from customers whose meters are located within the City, for each month during the life of this Agreement, beginning April 1, 2022.

Section 4. **SAVING CLAUSE**. If any clause, sentence, paragraph, section, article, or portion of this ordinance shall, for any reason, be adjudged invalid or unenforceable by a court or competent jurisdiction, the remainder of the ordinance shall remain in full force and effect.

Section 6. **EFFECTIVE DATE**. This Ordinance shall become effective immediately upon passage by the Council and approval of the Mayor due to the necessity for continued franchise payments to the City, which is necessary to protect the health, safety and welfare of the City's residents.

PASSED and ADOPTED by the City Council this 10th day of October, 2023 and APPROVED by the Mayor this 10th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder

First Reading:

Second Reading:

Ayes:

Nays:

Abstentions:

ORD 703

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement"), entered into and effective this 1st day of April 2022 ("Effective Date"), by and between the CITY OF BAY CITY, a municipal corporation of the State of Oregon, hereinafter referred to as the "City," and the TILLAMOOK PEOPLE'S UTILITY DISTRICT, a people's utility district of the State of Oregon, hereinafter referred to as the "District."

WITNESSETH:

WHEREAS, the District is a people's utility district formed and operating within the City pursuant to ORS Ch. 261; and

WHEREAS, the City provides general governmental services to its residents; and as provided by ORS 221.410 to 221.475, ORS 758.210 to 758.270 and ORS 758.470, has the legal authority to regulate publicly owned right-of-way under its control and issue franchises and/or impose charges upon publicly and privately owned suppliers of electrical energy, as well as any other action or activity specified therein and/or any other applicable Oregon or federal law; and

WHEREAS, the District is authorized by law to own and operate an electrical system within its territorial jurisdiction and service boundary, which authority includes constructing facilities across or along any street within the City after first obtaining consent from the City for such construction, and is authorized to enter into this Agreement with the City; and

WHEREAS, the Franchise Fee payable pursuant to this Agreement is intended to generate revenues used by the City for the provision of general governmental services to its residents; and

NOW, THEREFORE, the District and the City agree as follows:

Section 1 Grant of Exclusive Franchise

A. The District's authority to operate within the City shall be deemed an exclusive franchise for the purposes of conducting its electrical distribution business within the corporate limits of the City as the same now exist, or may hereafter be constituted. However, nothing herein contained shall in any way limit the City's ability to grant easement and/or franchise rights to other entities providing services other than electrical distribution services.

B. The District's right to occupy City streets includes the right to construct, maintain, repair, replace, upgrade, and operate poles, wires, fixtures, transformers, substations, other equipment, including lawful pole attachments by third parties, underground ducts and circuits and any other facilities ("Facilities") necessary or convenient to provide services and products upon, over, along, under and across the streets, alleys, roads and other public places and rights-of-way within the corporate limits or under the control of the City ("City Rights-Of-Way") as the same now exist, or may be hereafter constituted.

C. All Facilities located within the corporate limits of the City as of the Effective Date of this Agreement shall be deemed to be covered by the terms of this Agreement, and the

location and placement of such Facilities is hereby approved, unless such Facilities become subject to the requirements of Section 7 herein.

Section 2: Term and Termination

A. This Agreement shall be effective as of the Effective Date and shall terminate on April 1, 2027 ("Initial Term"), unless otherwise provided in this Agreement. No later than ninety (90) days prior to the expiration of the Initial Term, the Parties shall begin to discuss a successor agreement. If the Parties have not entered into a successor agreement prior to the expiration of the Initial Term, then this Agreement shall continue to be in effect for an additional six (6) months or until a successor agreement is adopted by the Parties, whichever occurs first. Either party may terminate the Agreement, effective on or after the expiration of the then-current term, by providing six (6) months advanced written notice to the other Party.

B. Notwithstanding any other term set forth in this Agreement, it is expressly agreed by the parties hereto that either party to this Agreement may at any time after giving sixty (60) days written notice to the other party requesting the opening of negotiations to amend or change any term of this Agreement, meet with the other party's representatives to review, negotiate and reach an agreement on the issues set forth in the aforesaid notice.

Section 3: Construction of District Facilities

A. The District will complete all construction, repair or replacement work in a reasonable and safe manner in compliance with the requirements of applicable Oregon laws and City ordinances. Upon request by the City, the District's four-year construction work plans will be submitted to the City as such work plans may be approved by the District.

B. New District poles or other "ground-mounted" facilities installed in the City during any term of this Agreement shall be located, where applicable, behind the sidewalk toward the property owner's side, unless otherwise directed by the City; provided, however, that such facility location shall be in accordance with prudent utility practice and not in violation of any applicable law, rule, code or ordinance. This paragraph shall not apply to the replacement or upgrading of any pole or ground-mounted facility existing as of the Effective Date of this Agreement. After the District completes any such construction work, the District will, upon written request by the City, provide the City with any "as built" drawings and maps and/or sketches. The District should notify the City prior to the installation of any new or replacement pole or other "ground-mounted" facility to ensure that such installation(s) will not interfere with any planned City infrastructure project, as described in Section 7 herein.

C. Upon written request by the City, current utility maps incorporating construction completed by the District within the City shall be provided to the City for the City's use, at no expense to the City. The District and the City shall use map information for their exclusive use only, and to the extent allowed by law, will not disclose that information to the public.

D. Upon written request by the District, current City maps regarding tax lots, roads, streets, alleys, and zoning shall be provided to the District for the District's use at no expense to the District.

E. The District may perform emergency construction repair or replacement work on any Facilities located within the City without providing prior notice to, or obtaining prior approval from, the City. The District shall notify the City of necessary changes to electrical facilities resulting from such emergency work any time that the City's infrastructure is materially affected, not including detours of less than four (4) hours.

F. The District shall have the right, without notification to cut, trim, and control the growth by chemical means, machinery or otherwise remove and dispose of trees, shrubbery, vegetation and undergrowth in any City Rights-Of-Way that interfere with the District's permitted use.

G. The District shall obtain prior notification from the City before cutting, trimming or otherwise controlling in any way any tree, shrubbery, vegetation or undergrowth within the City Rights-Of-Way for reasons other than those specifically listed in subsection (F) above.

H. Any vegetation waste shall be disposed of by District consistent with applicable local, Oregon and federal laws.

Section 4: District Excavations of City Rights-Of-Way

A. The District may make all necessary excavations in the City Rights-Of-Way for the purpose of constructing, repairing, maintaining, replacing, removing and/or relocating any District Facilities. All excavation work shall be done at the District's sole expense and in compliance with applicable Oregon laws and the applicable rules and regulations of the District and the City.

B. Whenever the District performs an excavation pursuant to this Agreement, the District shall restore the affected portion of the City Rights-Of-Way to the same or better condition that it was in prior to the excavation.

Section 5: Work By City In City Rights-Of-Way

A. The City will provide advance notice to the District, as early as possible, of any City plans to widen streets, relocate public ways, or other major public improvements within the City that could require relocation of District Facilities.

B. The City will give notice of any plans to vacate any City Rights-Of-Way, if the District's Facilities are located within such City Rights-Of-Way. The City will cooperate with the District to avoid unnecessary relocation of such Facilities. In the event of such vacation by the City, the City shall provide the District with the first right of refusal to convert a portion of the vacated City Rights-Of-Way to a utility easement.

C. Nothing in this Agreement shall be construed as preventing the City from sewerage, grading, paving, planking, repairing, widening, altering, or doing any work that may be reasonably necessary within any City Rights-Of-Way.

D. All work by the City within the City Rights-Of-Way shall be done, to the extent possible, in such a manner so as not to obstruct or prevent the District from freely using and operating its Facilities.

Section 6: New Development Within The City

A. The City will provide the District with the opportunity to review all new street and subdivision designs prior to plat approval by the City.

B. The City and the District will work together to determine the best non-exclusive utility corridor in all new street layouts, whenever reasonably possible.

C. The City shall require building permit applicants to notify the District of building permit applications at the time of such permit application, if such permit is to construct a new structure.

D. The City will provide notice, as early as possible, of any new construction or any expansion of existing commercial or industrial properties that may significantly increase the need for electrical power within the City.

Section 7: Relocation of District Facilities

Notwithstanding Section 5(d) above, the City may cause the District to relocate any Facility within the City Rights-Of-Way to the same or another City Right-of-Way, whenever relocation is necessary as part of a City-related infrastructure project. For purposes of this Agreement, "City-related" shall mean a project that is funded in whole or in part by the City and to be used by the City, and shall not mean a project undertaken by a private party at the request of the City or a project undertaken to satisfy conditions of approval imposed by the City as part of its land use regulations. "Infrastructure project" shall mean: Widening or otherwise modifying or constructing streets; Installing or modifying sidewalks; or Installing or relocating water lines, fire hydrants, valves, blow-offs, storm drains or sewers. The expense of relocating such Facilities will be paid solely by the District. The District will respond with a plan to relocate within 60 days and complete construction within 180 days from the date of notification by the City, unless otherwise agreed to in writing by the District and the City. The location, design and construction specifications of any Facilities relocated pursuant to this Section shall be determined by the District in its sole discretion so long as such location, design and construction specifications otherwise comply with the provisions of this Agreement.

Section 8: Monthly Fee

A. In consideration of the rights and privileges granted in this Agreement, the District shall pay to the City, for each month during the life of this Agreement beginning the Effective Date, a Franchise Fee equal to 5% of the District's gross revenues, as defined below, less adjustments described below, collected during the previous month from District customers whose meters are located within the City ("Franchise Fee").

B. The term "Gross Revenues" includes any amount billed to customers within the corporate limits of the City for the sale of electric energy by the District. Gross Revenues do not

include sales of electric energy by the District to the City or any other municipal corporation, Oregon or federal governmental agency, or public taxing body within the corporate limits of the City. Gross Revenues do not include sales of electric energy by the District to any electric utility that is not the ultimate consumer. An electric utility, as used in this Agreement, is any individual, partnership, cooperative, corporation or government agency buying electric energy from the District for purposes of distributing such electric energy to retail customers outside of the City or for purposes of transferring such electric energy in wholesale electric markets. Gross Revenues also do not include proceeds received by the District from the sale of bonds, mortgages, securities or other evidences of indebtedness. Additionally, gross revenues earned in interstate commerce by the District or on the business of the United States Government shall not be included.

C. The District will withhold and retain 2.5% of the Franchise Fee as compensation for the administrative costs incurred by the District in calculating, billing, collecting and paying the Franchise Fee.

D. The City agrees that no other license, tax or charge shall be imposed upon, exacted from or required of the District by the City during the term of this Agreement, except that nothing in this Agreement shall exempt the property of the District from lawful *ad valorem* taxes. This provision does not apply, however, to District contractors working within the City who are required to have City licenses and permits, building permits issued directly to the District, or any utility charge (i.e., water, sewer, etc.) due to the City by the District as a utility customer of the City or any other fee for service owed to the City that is not directly attributable to the provisions contained within this Agreement.

E. The District shall, by policy and in its sole discretion, determine the method of allocating, billing and collecting from its customers the Franchise Fee imposed under this Agreement. The District may at any time, as determined by its Board of Directors, alter its policy for allocating or billing customers for the purpose of collecting the Franchise Fee. The City expressly acknowledges and agrees that all or part of the Franchise Fee may be allocated to and collected solely from District customers within the City as a separately identified item on the District's bills to such customers. The City agrees not to challenge, in a court of law, arbitration, mediation or otherwise, the District's method of allocating, billing or collecting the Franchise Fee from District customers as long as the District complies with applicable Oregon and/or federal law governing such matters. The District shall notify the City no less than 45 days prior to changing its method of allocating, billing or collecting the Franchise Fee before any such changes take effect.

F. At the City's request, the District shall provide a report to the City showing the District's Gross Revenues as defined herein for the previous calendar year and the amount of Franchise Fees due to the City. The District shall have an obligation to maintain financial records of its Gross Revenues and Franchise Fee payments for audit purposes for the term of this Agreement, and the District will keep its books according to generally accepted accounting principles. The City may, at its own expense, and with five (5) business days' notice, audit those books that are maintained in the ordinary course of business at the District's Offices.

Section 9: Pole Attachments

A. If the City wishes to make any attachment of any type to the poles or other Facilities of the District, the City must execute a mutually agreeable pole attachment agreement with the District.

B. The City will notify the District of any request for new cable television or telecommunications franchises or expansion or renewal of existing cable television or telecommunications franchises with the City insofar as attachment of cable or wires to the District's poles is concerned.

Section 10: District Property Values

The franchise and privilege to operate in the City Rights-Of-Way shall not be an enhancement of the District's properties or values or qualify as an asset or item of ownership in any appraisal thereof.

Section 11: Dispute Resolution

Unless otherwise provided herein, in the event a dispute arises relative to any aspect of this Agreement, the parties shall make a good faith effort to resolve the same as follows:

A. **First Step:** Informal meetings between the managers of the parties, at which a simple statement of the issue or dispute is reduced to writing and an attempt made to resolve the same. If Agreement is reached and approved by the respective governing bodies of the parties, then no further action is required.

B. **Second Step:** If a resolution is not reached at the "First Step," then the statement of the dispute shall be referred to the respective governing bodies of the parties. A committee of four shall be appointed from the governing bodies of each party ("Dispute Resolution Committee"), with two being appointed by the Mayor of the City from its Council and two being appointed by the President of the District from its Board, at the next ensuing regular meetings of the District and the City. The Dispute Resolution Committee shall meet as soon as practicable following the completion of the appointment process, but in no event not later than forty-five (45) days after the last appointment is made. Said Committee shall attempt to reach a resolution of the issues and/or dispute.

C. **Third Step:** In the event a resolution is not reached at the "Second Step," then either party hereto may institute such legal action as may be deemed appropriate, whether in law, in equity or in both.

D. **Litigation Costs:** In the event suit, action or proceedings (other than the proceedings described in Sections 11 .A and 11 .B) are instituted or had to collect any sums payable under the terms of this Agreement, or to enforce any provision of this Agreement, or to protect, assert or determine in any way, either party's rights, the prevailing party shall be entitled to collect as part of the costs in such suit, action or proceedings, the costs of collection in addition to such sum as the judge of the court may adjudge reasonable as attorneys' fees; and in the event of any appeal to an appellate court, the prevailing party shall be entitled to collect such sums as such court shall adjudge reasonable as attorneys' fees on said appeal.

Section 12: Miscellaneous Provision

A. **Amendment:** This Agreement may only be modified by written consent of both parties. This Agreement supercedes any existing or future ordinance or resolution enacted by either party that is inconsistent or conflicts with the provisions contained herein.

B. **Complete Integration:** This Agreement reflects the complete agreement of the parties with respect to the subject matter contained herein. This Agreement fully replaces any prior writing or representation made by either party with respect to the subject matter contained herein.

C. **Choice of Law:** The terms of this Agreement and the authority of each party hereto to execute and perform this Agreement shall be governed by the laws of the State of Oregon. The district shall comply with all applicable local state and federal law, ordinances rules and statutes.

D. **Reservation:** Except as otherwise expressly stated herein, the District and the City reserve all rights and powers granted them under state and/or federal law as the same may be amended from time to time.

E. **Severability:** If any of provision in this Agreement is determined by a court of law to be illegal or unenforceable then the remainder of the Agreement shall remain fully effective and enforceable.

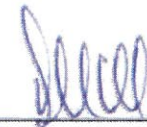
Executed this 16th day of May 2022

Tillamook People's Utility District

City of Bay City



President, Board of Directors

 5/16/22

Mayor



General Manager

 5.16.2022

City Manager



City of Bay City

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City Manager Report – David McCall For September 2023

- Working with the North Coast Fire & Rescue District Steering committee on the potential for a new Fire District.
- Audit for August 10th for the Department of General Services for Agreement 8010, the ARPA funds for the sewer lift station and Well #3 – passed!
- Quarterly reporting for Well #3 and Sewer Lift Station completed and submitted.
- Foundations for the Wayfinding signs were poured at the end of August. Installation of signs is scheduled to begin October 30th.
- Working with the BCEV and the TC4 groups.
- Discussions regarding firefighters driving ambulance when needed. Contract is now with Adventist to see what they say.
- Roy has hopefully found a contractor actually able to lay concrete for the new restrooms/showers and the the Hiker/Biker Campground.
- Discussions about the forms and website for implementation of the Business License ordinance. We have chosen a program that will allow us to build our own forms (for business licenses, RV dumps, campground use) and merge payment information into our accounting system.
- Discussions with several partners (TEP, ODFW, ODF, TCVA, TBWC, etc.) about plans for Patterson Creek project, both replacing/removing culverts on 7th and 8th Streets and completion of the whole project. Working on OWEB grant submission for funding 7th & 8th Streets phase. Looking at NOAA grant for completing the project.
- Submitted materials for the Reservoir Isolation Valve project, funded through the Oregon State Water Resources Department. We should expect a contract in the upcoming month or so.
- Continue Mural Wall & Landscaping. Window coverings were installed. Bench donated by Dane Crossley arrived. Now need to complete landscaping including bench.
- Serious attention given to collecting utility payments that had been overdue for 90+ days. Staff had to turn off water for nearly a dozen residents. That number is down to two.
- Tillamook Fire District has terminated the IGA in place since 1984. I'd like to discuss options with Council as to how we can support our neighboring fire protection district during this difficult time for them.
- Lindsey and I participated in a training session to learn how to update our codified set of rules with new ordinances as they are passed. We are now ready to launch! To that end, I request that the Council set a public hearing for November, in which we would have the first public hearing on a codified set of ordinances. (This would supersede all previous ordinances, integrating them into one set, and establish the base for moving forward.)



Tillamook Fire District

Proudly Serving the Citizens of Central Tillamook County
Office of the Fire Chief

Jeff McBrayer
Fire Chief

Date: September 21, 2023

To: David McCall
Alan Christensen

Cc: Innova Legal Advisors
Tiffany Miller, Communications Director

Subject: Cancellation Automatic Aid Agreement

Per section 3 / Termination, Tillamook Fire District is providing this letter as 90 days' notice of cancellation of the Automatic Aid Agreement.

Jeff McBrayer
Fire Chief



BAY CITY FIRE AND RESCUE

Fire Chief Alan Christensen
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: firedept@ci.bay-city.or.us
Phone: (503) 377-0233

Fire Department Report – September 2023

Administratively – The Fire Department is continuing to strengthen relationships with local businesses, patrons, and other volunteer groups in the community. Morale within the fire department continues to grow in a positive way.

Volunteers: September of 2023 the Fire Department responded to 25 calls for service: 10 medical, 1 smoke investigation, 1 motor vehicle accident, 1 fire alarm, 1 police assist, 1 false call, 10 mutual aid (2 structure fires, 6 medical, 1 motor vehicle accident with fire, 1 fire alarm,). Department members completed over 174 Hours of training, consisting of both station drills, online training, and specialty classes. Department personnel spent over 80 hours responding to calls for service in the month of September. In addition, our 3 volunteer officers covered 108 hours of duty coverage. Department personnel provided over 20 hours of public education with station tours and event coverage.

We currently have 2 full-time paid staff, 1 full-time summer staff, and 21 volunteers. Once the summer staff funding is depleted the 1 full time summer staff member will transition back to volunteer status. Both staff and volunteer firefighters have conducted yearly maintenance of all fire hydrants in Bay City (approx. 107 total fire hydrants). They removed the chains from the hydrants, operationally tested, and greased all the hydrant caps with food grade grease. They painted the valve nut blue on all the hydrants on the high-pressure water system. All this is to ensure the ability to easily connect to a hydrant in an emergency, and to help quickly identify the water system being used and streamline operations.

The IGA with Garibaldi Fire is still ongoing. We continue to assist each other with training, operations and emergencies as needed.

Operations – Additional stortz fittings arrived and were added to E41 and E42. BCFD staff have reorganized training files. The files are ready for processing. Squad 41 exhaust leak was repaired. Winch bumper has arrived for 4192 and will be installed soon.



BAY CITY FIRE AND RESCUE

Fire Chief Alan Christensen
9390 4th St | PO Box 3309 | Bay City, OR 97107

Email: firedept@ci.bay-city.or.us

Phone: (503) 377-0233

The Bay City Fire Chief provided 197 hours of employment, 227 hours of Duty Officer Coverage and Response. Included in the 197 hours of employment, 20 hours were spent working on the WUII fuel mitigation program and drone program's SOG. These SOG's fall under the operations portion of our IGA with Garibaldi Fire. This doesn't include emergency responses.

Alan Christensen, Interim Fire Chief



3000 ○ ⌚ 19 °C 66 °F 09/12/2023 20:21:53 0431



4000 ○ ⌚ 17 °C 62 °F 09/12/2023 20:28:20 0053



○ 🌡️ 14 °C 57 °F 2023/09/12 19:47:04 0165

Water

- Met with Black Diamond Homes and went over the scope of work clarifying some confusion. Contractor value engineered the work down \$23,000 dollars to \$455,217.00 after a better understanding of the project. We are working thru getting an executed contract with bonds and insurance certificates executed.
- The City replaced a failed fire hydrant on Tillamook Street and another hydrant on 7th Street in the last month.
- One of the water pumps failed at the booster station which pumps water to the high pressure water system. There are two pumps that take turns pumping water to these two higher elevation reservoirs. The one good pump kept up with demand for almost two weeks before the pump could be replaced.

Wastewater

- Work at the new sewer lift station continues progressing. Most of the work is completed and awaiting control panels to operate the pumps. Due to supply chain issues we will not see the control panel until mid December which operates the pumps. Once the control panel is installed it shouldn't take long to complete the balance of the work on the project.
- Both SBR tanks that process the wastewater at the WWTP have been drained and cleaned of the last of the "rags" within the system. The screen continues to capture the rags at the headworks before they enter the WWTP. The need to remove and clean "rags" from the pump impellers has not been an issue.
- DEQ has notified the City that our wastewater discharge permit expires in one year and needs renewed. We have 6 months to get the paperwork and required testing completed and submitted, which is 6 months prior to the expiration date.

Parks

- The campground continues to see a few campers.
- An area was prepped for the bike kiosk in the campground. A concrete pad needs placed to mount the equipment.
- The bathrooms at Al Griffin were vandalized a couple times this last month. Once it was graffiti on the walls, once a soap dispenser was destroyed, skate park felt some pain also.

Other

- A failed culvert was discovered on B street between 3rd and 2nd Street near the sewer lift station. City crews replaced about 100 feet of culvert prior to the paving near the lift station.
- The Cities 5 generators have received their yearly service.

Hydrant being replaced



Sewer lift station



Poor Artistry (there was more not suitable for sharing)



Storm pipe replacement





Bay City Emergency Volunteer Monthly Report – October 2023

- BCEV continues to hold Wednesday 7 pm radio check-ins, several more members have radios and are participating. Radio operators should register for a GRMS license.
- The BCEV website is up and running: BCEVOR.org.
- The new 40 ft storage container has been delivered; insulation has been installed; electricity has been run in; locks are on the doors. So essentially the container is now ready to receive materials to house in it.
- BCEV had a very good showing on Saturday of the Pearl Festival
- Materials were planned and prepared for social media outreach, thanks to our intern.
- BCEV continues to host TC4 meetings. As a TC4 member, BCEV will be participating in a county-wide emergency drill on 10/19 at 10:19 am. At that time, please Drop, Cover, and Hold, and then proceed to the nearest assembly site outside the tsunami inundation zone.
- BCEV is also working on multiple aspects of the Firewise program, including the Action Plan presented to City Council for approval, as well as participation in updating the county's Wildfire Community Protection Plan
- Next Meeting is **Monday October 16** at 5:30 pm.

Prepárate para el gran

Shake Out,



Luego salga de la zona
tsunami.

19 de octubre, 2023

A las 10:19 am

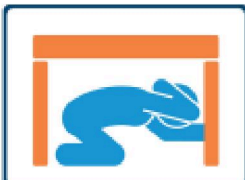
Simulacro de evacuación de terremotos y
tsunamis en todo el condado de Tillamook



¡AGÁCHESE!



¡CÚBRASE!



¡SUJÉTESE!

PROTÉJASE DURANTE LOS TERREMOTOS



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PARA MÁS INFORMACIÓN:

<https://www.co.tillamook.or.us/emergency-management>

¡Inscríbese aquí!:

<https://www.shakeout.org/espanol/>



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Then Move Out of the Tsunami Zone.



October 19, 2023

@10:19 am

Tillamook Countywide Earthquake & Tsunami Evacuation Drill



FOR MORE INFORMATION:

<https://www.co.tillamook.or.us/emergency-management>

Register Here:

ShakeOut.org/oregon





City of Bay City

PO Box 3309
Bay City, OR 97107
Phone (503) 377-2288
Fax (503) 377-4044
TDD 7-1-1
www.ci.bay-city.or.us

BAY CITY PLANNING DEPARTMENT MONTHLY REPORT **FOR SEPTEMBER 2023**

1. Sign Permits (1)

- a. 9330 4th Street

2. Public Works Permit (1)

- a. Driveway/Road Approach – 6150 Seattle

3. Inspections (4)

- a. Sign Setback inspection – 9330 4th Street;
- b. Setback Inspection – 5175 Trade Street;
- c. Setback Inspection – 5200 Bay Circle;
- d. Setback Inspection – 5655/5665 A Street (5th and A);

4. Specific Tax Lot Questions/Inquiries/and Other Correspondences (counter, phone or email)

- Development Requirements for property at Clam Street (9 inquiries);
- Development Requirements for property at Third and Main (5 inquiries);
- Site Development and Setback Issue at 5200 Bay Circle (4 inquiries);
- Development Requirements for 5090 High Street (3 inquiries);
- Permit Submittal Requirements and Road Improvements for property at 10220 7th (2 inquiries);
- Road Approach and Culvert improvements for property at 6150 Seattle (2 inquiries);
- Trespass Correspondence and Shed Removal for property at 10115 2nd (2 inquiries);
- Paving of Driveway at 9640 Seattle (2 inquiries);
- Building height requirements for property at 9th and D (2 inquiries);
- Payment of SDC Fees and discussion of street improvements for property at 11th and Portland;
- Housing Commission discussion;
- DSL Review/Approval for property at 2nd and B Street;
- CUP Development Requirements for property at Hobsonville Point Road;
- Hours of operation;
- Tree Removal at Bayview and E Street;
- ADU questions for property at 9465 3rd Street;
- Tree Removal at 11th and Portland;
- PC Meeting questions;
- TA Grant questions;
- Directional/Destination Signs in City;
- Final Certificate of Satisfaction for property at 6940 Seattle;
- Street Vacations in City;
- Property Location for property at 13200 Hobsonville Road;
- Development Requirements at 7th and D;
- Progress on Code Update;
- Wildfire Urban Interface questions/discussion;
- Barking Dog;
- Progress on Code Update;
- Public Improvement Requirements at 16th and Sunnyside;
- Development Requirement Meeting;
- TA Grant Applications;
- STR Requirements and Driveway location on ROW at 6755 McCoy;
- Sign Requirements;
- Inspection at 5th and A;
- Cobblestone Driveway;
- Vacant Lot Sale for property at 7725 Seattle;
- Development Requirements in City;
- Code Violations at 7850 19th and 7840 18th;
- Eviction Notice and Contact for property at 6175 Main;
- Development Requirement Meeting;
- Signed Grant discussion;

- Location of Property Lines for property at 9635 5th Street;
- Water Leak at west end of Main;
- Lot Location for property at Main Street;
- Lot Image for property at 8th and D Street;
- Activities in UGB at Bewley and Vaughn Road;
- Performance Bond Questions;
- Development Requirements for property at 16th and Sunnyside;
- Inspection at 9330 4th Street;
- Violation Mitigation – RV at 6th and B;
- Mullner Meeting for property on McCoy;
- Development Requirements for property at 3rd and Hendricks;
- Plan submittal process for development at 4635 Spruce;
- Development Requirements for property at Bay Street;
- Development Requirements for property at 6875 Baseline;
- Code and Comp Plan Update;
- Occupancy for property at 6th and B;
- DLCDC TA Grant discussion/review.

5. Meetings involving Planning Department

- September 6th – Risk Assessment Work Group Meeting #10;
- September 6th – Technical Assistance Grants Information Session;
- September 7th – Housing Commission Meeting,
- September 7th – Biweekly LOC/OCPDA Housing Development Policy Coordination Meeting;
- September 12th – Meeting with Laura Buhl, DLCDC, to review TGM Code Changes and Edits
- September 19th – BiOp Coalition Meeting;
- September 20th – Meeting with Joe Wisser re: Property Development;
- September 21st – Biweekly LOC/OCPDA Housing Development Policy Coord. Meeting;
- September 26th – Recurring City/County Monthly Meeting;
- September 27th – Salmonberry Trail Intergovernmental Agency Meeting.

6. Counterwork

- Permitting, Land Use and public facility questions at counter (10);
- Permit submittals at counter (1 Sign Permit, 1 Public Works Permit);
- Water Bill payment drop-offs +



October 10, 2023

State Department of Land Conservation and Development
635 Capitol Street NE Suite 150
Salem, OR 97301

Re: Support of 2023-25 Technical Assistance Grant Application

To Whom it May Concern:

There is an area outside of the City Limits but inside the Urban Growth Area that the City is reviewing to be annexed into City Limits including Baseline Road, Seattle Avenue, and Doughty Road, east of the current City Limits on Bewley Street, within the UGB, on the roads. City water service are provided to this area, but City Sanitary sewer services are currently unavailable. The project is an opportunity for plan development for annexation, and the installation of sanitary sewer lines, a lift station and fire hydrants.

This project and grant request is for the development of an Annexation and Infrastructure Financing Plan for the annexation of approximately 55 properties and the installation of the sanitary sewer lines, lift station and fire hydrants in the area in the UGB between Bewley Street, the east UGB line, along Baseline Road, Seattle Avenue and Doughty Road.

The annexation will enable the community to evaluate a possible zoning change with the support of City infrastructure. The change would enable increased housing development on these lots with City services. The plan will include scenarios to predict the infrastructure needs, and estimate the potential housing that could be developed. Without a plan the City can only guess that an additional 70 – 120 homes could be constructed after annexation.

The City Council is providing this letter of support for a Technical Assistance Grant.

Thank you for your consideration of our interest and your support of the future planned development of Bay City.

Interim Mayor Kathy Baker

City Planner David Mattison

BAY CITY COUNCIL WORKSHOP

September 11, 2023

5:30 P.M.

Members Present: Interim Mayor Kathy Baker, Councilor Tom Imhoff, Councilor Jason Hovey, Councilor Melissa Rondeau, Councilor Tim Josi, Councilor Anthony Boatman.

Staff Present: City Manager David McCall, Public Works Director Roy Markee, Deputy City Recorder Debbie Pohs, Interim Fire Chief Alan Christensen.

Others present: Bob Miles, Greg Sweeney, Pat Vining, Ralph McRae, Cathy Manis via phone.

- A. PUBLIC HEARING: ORDINANCE 703, An Ordinance granting an exclusive franchise agreement and contract approval to the Tillamook People's Utility District for the right to provide electrical service within the City of Bay City and to utilize the public right-of-ways for said purpose and declaring an emergency.**

- B. Visitor Propositions (Public Comment on Non-Agenda Items)**

Cathy Manis asked why we do not have a choice with our power company and is worried that we as consumers are being taken down a path without free choice. Councilor Josi gave an explanation that PUD is our only power company and that is who we have our franchise agreement with. If another power company was to come to the county and offer power to the City of Bay City the City Council would then consider the option.

Bob Miles also wanted to express how awesome the Pearl Festival was and said thanks to everyone involved.

- C. Committee, Department, and Staff Reports**

City Manager McCall presented the staff reports, reports are attached.

- a. City Manager – Department of Administrative Services did an audit on well #3 and the lift station and we passed with flying colors. He also expressed his thanks to Liane Welch, Roy Markee and Lindsey Gann for all the time and effort that was put into it. There will be a fleet policy and a Firewise action plan coming your way for review.**
- b. Finance Director/City Recorder Report – No Report**
- c. Fire Department – Interim Fire Chief Christiansen wanted to mention how helpful his summer staff has been for him. Everyone was also issued their own SCDA mask. Councilor Imhoff and Pat Vining took a tour of the Fire Hall and were very impressed how organized and put together it was. Thanks to all.**
- d. Fire Committee Report – A report from North Coast Fire and Rescue**

steering committee. The committee has been working together since March 2023. They have recommendations for Name, District boundaries, Budget, Permanent tax rate, Election event calendar, all of which are needed for the May Ballot. They would like to recommend that City Council for Both Cities, (Garibaldi and Bay City) meet for a Joint Workshop to take place Monday 9/25/ 2023 6:00PM. Tim Josi suggested he be the Chair if the Mayors agree.

- e. Public Works – Roy wanted to thank all the volunteers that came to help set up the tent for the Pearl Festival. Sludge from the pond that we put into a special collection bag needs to be hauled away. Kathy likes all the pictures put in the packet.
- f. Emergency Preparedness – No Report
 - i. Next meeting Monday Sept 18, 2023, 5:30 pm at Ad Montgomery Community Hall. Great American Shakeout to take place 10/19/2023 at 10:19 am
- g. Planning Department,
 - i. Next Planning Commission Sept. .20, 2023, 5:30 pm at Ad Montgomery Community Hall

D. Minutes – No Comments

E. Treasurers Report – No Questions or comments

F. Bills against the City – No Questions or comments

G. Unfinished Business – None

H. New Business

- a. Resolution 2023-019 Recognizing unanticipated revenues for the City of Bay City and making appropriations.
- b. Authorization to sign contract for Well #3 Site Improvements. Roy would like to meet with the contractor to see if any adjustments can be done.

I. Mayor's Presentation –Kathy was informed that the New Bathrooms were vandalized 2 days after they were installed. Please spread the word and keep your eyes open.

J. Council Presentation – Councilor Boatman wanted to thank Gary Frey for mowing the lot next to house and Dick Crossley as well for helping. It's great having such wonderful neighbors.

K. Attorney Presentation – No presentations

Adjourn at 6:10 pm

Kathy Baker, Interim Mayor

Debbie Pohs, Deputy Recorder

BAY CITY COUNCIL MEETING

9/12/2023

6:00 P.M.

Members Present: Interim Mayor Kathy Baker, Councilor Tom Imhoff, Councilor Melissa Rondeau, Councilor Tim Josi, Councilor Jason Hovey, Councilor Anthony Boatman.

Staff Present: City Manager David McCall, Interim Fire Chief Alan Christensen, Public Works Director Roy Markee, and Deputy City Recorder Debbie Pohs.

Others Present: Will Chappell via phone.

A. Call to Order, Pledge of Allegiance, Roll Call

B. Public Hearing: Ordinance 703, An Ordinance granting an exclusive franchise agreement and contract approval to the Tillamook People's Utility District for the right to provide electrical service within the City of Bay City and to utilize the public right-of-ways for said purpose and declaring an emergency.

Reading of the First Hearing open for public comment at 6:03 pm – no comments

Closed at 6:04 pm. Council had no comments. Motion by Councilor Josi to approve the first reading by title only, seconded by Councilor Rondeau.

Motion passes 6-0

C. Visitor's Proposition – None

D. Committee, Department, and Staff Reports

a) City Manager's Report – In Packet

b) Finance Department – Nothing to Report

c) Fire Department – In Packet

d) Public Works – Report in packet.

e) Fire Committee – Would like for The City of Garibaldi and the City of Bay City to have a joint workshop and have the chair Councilor Josi run the meeting to be held on September 25, 2023 at 6:00pm. No objection.

f) BCEV – Report in packet

g) Planning Department – Report in packet

E. Minutes

a. Council Workshop – August 7, 2023

b. Council Meeting – August 8, 2023

Motion by Councilor Rondeau to accept the minutes as presented, seconded by Councilor Boatman.

Motion passes 6-0

F. Treasurers Report – No Comment

G. Bills against the City – Motion by Councilor Josi to accept the bills in the amount of \$864,450.55, seconded by Councilor Rondeau.

Motion passes 6-0

H. Unfinished Business - None

I. New Business

- a. Resolution 2023-019 Recognizing unanticipated revenues for the City of Bay City and making appropriations. Motion by Councilor Hovey, seconded by Councilor Rondeau.

Motion passes 6-0

- b. Authorization to sign contract for Well #3 Site Improvements. Motion by Councilor Josi for Public Works Director Roy Markee to sign the contract seconded by Councilor Imhoff

Motion passes 6-0

J. Mayor’s Presentation – None

N. Council Presentation -- Councilor Rondeau wanted to thank Interim Mayor Kathy Baker for stepping up. You’re doing a great job! Councilor Imhoff wanted to say that he likes Interim Mayor Baker’s suggestions about our new bathrooms being vandalized by everyone keeping their eyes open to any suspicious activity.

O. Attorney Presentation - None

Motion by Councilor Hovey to adjourn the meeting, seconded by Councilor Rondeau

Meeting adjourned at 6.18 pm

Kathy Baker, Interim Mayor

Debbie Pohs, Deputy City Recorder

**Fire District Steering Committee
JOINT COUNCIL WORKSHOP
Minutes**

**NBFSC Joint Council Workshop Minutes
September 25, 2023 @ 6pm**

1. Introductions
2. Opening comments by Chair Tim Josi
Chair Tim Josi opened the meeting at 6:00pm and addressed the following items:
 - How the meeting will be conducted
 - Expectations
 - Clarification questions allowed during each agenda item
 - During the Q & A, no deliberations, or opinions: each city council will discuss and determine the viability of a North Coast Fire & Rescue District at their respective Council meetings.
 - All members of both councils agreed with this approach
3. Public Comments – No comments from the public at the workshop. Chair Josi stated he received some emails from the public addressed to the Bay City City Council, he will address those at the Bay City Council Meeting in October.
4. Overview of the proposed Special District – PIO Saindon
5. The value of a Special District. – PIO Saindon gave a presentation defining a special district, how they are formed and governed and what makes them different from the current Fire Department.
6. Presentation of a map of the proposed Special District – Fire Chief Alan Christensen presented the proposed map for the special district. The proposed map includes areas outside of the city limits that will be annexed into the district upon approval of the election.
7. Proposed budget for the Special District – Fire Chief Marugg presented the proposed budget for the new district with revenue and expenses at \$2.50/1,000 tax rate. The \$2.50 / 1,000 is estimated to bring in \$1.1 million in tax revenue. With the proposed contributions from the Cities the total budgeted amount is \$1.3 million.
8. Proposed staffing for the Special District – Fire Chief Christensen and Deputy Chief Paulsen gave a presentation showing the proposed staffing levels for the new district, staffing levels will remain the same as current level.

9. Current Intergovernmental Agreement – Fire Chief Christensen and Deputy Chief Paulsen discussed the current governmental agreement which began in 2021, what goals have been achieved through the IGA, and how creating a Fire District would improve call response and overall workflow.
10. Positives and negatives of the proposed Special District - Mike Saindon gave a presentation regarding the pros and cons of forming a special district.
11. City Assets and financial commitments – City Manager McCall presented the current Bay City financials provided to the Fire Department: from city taxes 52% which is \$.80/1000 of the current city tax totaling \$129,655 along with the Levy at \$1.80/1,000 budgeted at \$291,900 in tax revenue for 2023-2024.

The budget for the new North Coast Fire & Rescue District has been created with the following assumptions of support from the City of Bay City, mirrored by the City of Garibaldi:

- All Fire Assets (trucks, equipment) will be transferred to the new District.
- All Fire Personnel will be taken over by the new District.
- Bay City’s Operating Levy will NOT be assessed effective 7/1/24.
- Bay City will provide financial support from the General Fund for five years:

FY2025	FY2026	FY2027	FY2028	FY2029
\$100,000	\$100,000	\$100,000	\$75,000	\$50,000

- Fire Station: The property and building will either be transferred to the new District or leased to the new District (for 20 years?). No lease rate has been set but will need to reflect whether maintenance will be assumed by the District or the City.

City Manager Schempf was asked to provide financial details for Garibaldi and stated Garibaldi is about the same as Bay City. Bay City Interim Mayor Baker asked if Garibaldi has any written information to provide like Bay City provided. City Manager Schempf stated again that Garibaldi’s numbers are similar to those of Bay City. Chair Josi asked Manager Schempf to provide written information to the council regarding tax rate and finance information for the Garibaldi Fire Department.

12. City of McMinnville presentation – Todd Godfrey with McMinnville Fire District gave a presentation about how McMinnville formed a district, reasons why it was formed, what voters may receive if the ballot passed, and if the ballot did not pass.
13. Timelines and contingency plans – City Manager McCall presented the timeline to the council; some items are on schedule others are behind. If the councils are wanting to get the item on the May 2024 ballot, a lot of items need to be done ASAP. To meet those deadlines, the city councils need to make their decisions in October.

City Manager McCall gave some examples of contingency options should the ballot not go through.

- Postpone to year 2025 – Could be an issue as the Double Majority rule would apply meaning at least 50% of voters must vote in the elections. Adam Garvin From McMinnville stated the double majority rule does not apply to special districts, they will provide the city with information regarding the exemption for Special Districts.
- Postpone to the November election – Concern that with the tax statements coming out before the election it may be more difficult to get yes votes on the ballot since taxes would increase.
- Postpone and continue using the current operating levies through June 2028.
- Postpone and continue the IGA currently in place between Bay City and Garibaldi Fire as this IGA is currently working well for both cities. City Manager Schempf objected to this, stating this is an opinion and opinions are not allowed in this discussion per opening statement of Chair Josi. Manager McCall stated this was not an opinion, he was asked for contingency plans, and this could be one of them. Chair Josi agreed that Manager Schempf's objection would be noted.

14. Draft Ballot Title – City Manager McCall presented a draft ballot title to the councils.

15. Q & A: Please no opinions or deliberations – each city will deliberate and reach a decision on the proposed district viability.

Adam Garvin from McMinnville suggested that the steering committee gather more information on the sustainability of the district and be able to present that information to the voters to show them that the district is sustainable.

16. Adjourn @ 7:52pm

Lindsey Gann, City Recorder

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For General Fund (100)
 For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
100-00-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 249,337.00	\$ 0.00	\$ 249,337.00
100-00-4010 Property Taxes - Prior Years	0.00	0.00	7,000.00	0.00	7,000.00
100-00-4105 Liquor Tax	0.00	3,256.51	30,800.00	8,176.58	22,623.42
100-00-4110 Cigarette Tax	0.00	194.05	1,150.00	382.48	767.52
100-00-4205 Licenses	0.00	0.00	2,500.00	0.00	2,500.00
100-00-4210 Dog Licenses/Fines	0.00	0.00	150.00	15.00	135.00
100-00-4305 Franchise Fees	0.00	2,683.65	45,000.00	12,320.61	32,679.39
100-00-4510 State Revenue Sharing	0.00	4,603.14	20,000.00	4,603.14	15,396.86
100-00-4605 Hall Rental	0.00	350.00	1,000.00	350.00	650.00
100-00-4650 Transient Lodging Tax	0.00	0.00	30,000.00	8,178.54	21,821.46
100-00-4800 Miscellaneous	27,303.00	78.16	32,303.00	108.16	32,194.84
100-00-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	2,000.00
100-00-4990 Beginning Fund Balance	(75,000.00)	0.00	115,000.00	0.00	115,000.00
Total Non-Departmental Revenues	(47,697.00)	11,165.51	536,240.00	34,134.51	502,105.49
Fire Revenues					
100-30-4005 Property Taxes - Current	0.00	0.00	291,900.00	0.00	291,900.00
100-30-4010 Property Taxes - Prior Years	0.00	0.00	1,500.00	0.00	1,500.00
100-30-4420 State Grants	0.00	0.00	35,000.00	35,000.00	0.00
100-30-4800 Miscellaneous	0.00	737.00	2,000.00	737.00	1,263.00
100-30-4805 Earnings on Investments	0.00	0.00	1,200.00	0.00	1,200.00
100-30-4930 Transfers In	0.00	0.00	129,655.00	0.00	129,655.00
100-30-4990 Beginning Fund Balance	0.00	0.00	30,000.00	0.00	30,000.00
Total Fire Revenues	0.00	737.00	491,255.00	35,737.00	455,518.00
Recreation Revenues					
100-50-4420 State Grants	0.00	0.00	318,000.00	45,427.97	272,572.03
100-50-4430 Local Grants	75,000.00	0.00	75,000.00	7,297.08	67,702.92
100-50-4630 Park Camping	0.00	1,881.00	6,500.00	4,896.00	1,604.00
Total Recreation Revenues	75,000.00	1,881.00	399,500.00	57,621.05	341,878.95
Transient Lodging Tax Revenues					
100-60-4650 Transient Lodging Tax	0.00	0.00	65,000.00	19,083.20	45,916.80
100-60-4990 Beginning Fund Balance	0.00	0.00	100,000.00	0.00	100,000.00
Total Transient Lodging Tax Revenues	0.00	0.00	165,000.00	19,083.20	145,916.80
Planning Revenues					
100-70-4310 Planning Fees	0.00	350.00	7,500.00	2,125.00	5,375.00
100-70-4315 Land Use Fees	0.00	0.00	4,000.00	250.00	3,750.00
Total Planning Revenues	0.00	350.00	11,500.00	2,375.00	9,125.00
Total General Fund Revenues	\$ 27,303.00	\$ 14,133.51	\$ 1,603,495.00	\$ 148,950.76	\$ 1,454,544.24

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

10/3/2023 1:26pm

Page 2

Revised Budget
For General Fund (100)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Expenditures					
Administration Expenditures					
100-10-5105 Full-Time Employees - Regular	\$ 0.00	\$ 11,249.84	\$ 117,500.00	\$ 37,207.52	\$ 80,292.48
100-10-5205 Employer FICA Taxes	0.00	857.16	9,000.00	(1,189.38)	\$ 10,189.38
100-10-5210 Unemployment Insurance	0.00	11.18	1,300.00	49.93	\$ 1,250.07
100-10-5215 Workers' Compensation Insurance	0.00	3.56	1,000.00	14.32	\$ 985.68
100-10-5305 Employer PERS Contributions	0.00	1,915.24	25,600.00	6,523.66	\$ 19,076.34
100-10-5405 Health Insurance	0.00	2,399.58	40,000.00	8,292.74	\$ 31,707.26
100-10-5415 Life Insurance	0.00	17.74	300.00	66.40	\$ 233.60
100-10-6105 Office Supplies & Equipment	0.00	1,388.92	6,000.00	3,855.93	\$ 2,144.07
100-10-6290 Other Professional Fees	0.00	0.00	8,000.00	386.59	\$ 7,613.41
100-10-6305 Building Repairs & Maintenance	0.00	0.00	5,000.00	261.69	\$ 4,738.31
100-10-6311 Contracted Ground Maintenance	0.00	217.50	6,000.00	652.50	\$ 5,347.50
100-10-6405 Dues & Subscriptions	0.00	15.99	5,000.00	3,143.60	\$ 1,856.40
100-10-6410 Training	0.00	0.00	6,000.00	787.96	\$ 5,212.04
100-10-6605 Electricity	0.00	229.30	5,000.00	703.71	\$ 4,296.29
100-10-6620 Telecommunications	0.00	160.07	3,500.00	975.02	\$ 2,524.98
100-10-6700 Insurance	0.00	0.00	10,000.00	11,774.79	\$ (1,774.79)
100-10-6825 Advertising/Publishing	0.00	0.00	5,000.00	631.90	\$ 4,368.10
100-10-6830 Janitorial Services	0.00	615.00	6,000.00	1,715.00	\$ 4,285.00
100-10-6850 Dog Licenses/Catching	0.00	0.00	150.00	0.00	\$ 150.00
100-10-6860 Computers/Software/Services	0.00	347.25	21,500.00	10,053.74	\$ 11,446.26
100-10-6870 Pre-Hazard Preparedness	12,528.00	7,413.26	22,528.00	21,868.72	\$ 659.28
100-10-6880 Ordinance Enforcement	0.00	0.00	1,000.00	0.00	\$ 1,000.00
100-10-6990 Other Miscellaneous Expenses	14,775.00	0.00	22,775.00	0.00	\$ 22,775.00
Total Administration Expenditures	27,303.00	26,841.59	328,153.00	107,776.34	220,376.66
Fire Expenditures					
100-30-5105 Full-Time Employees - Regular	0.00	11,648.84	165,500.00	35,775.14	\$ 129,724.86
100-30-5115 Part-Time Employees	0.00	5,610.63	35,000.00	32,795.90	\$ 2,204.10
100-30-5118 Volunteer Stipends	0.00	2,365.00	30,000.00	7,450.00	\$ 22,550.00
100-30-5205 Employer FICA Taxes	0.00	1,495.80	16,500.00	5,907.32	\$ 10,592.68
100-30-5210 Unemployment Insurance	0.00	19.56	2,250.00	75.40	\$ 2,174.60
100-30-5215 Workers' Compensation Insurance	0.00	9.02	2,000.00	36.26	\$ 1,963.74
100-30-5305 Employer PERS Contributions	0.00	1,866.65	41,500.00	5,661.30	\$ 35,838.70
100-30-5405 Health Insurance	0.00	2,759.68	60,000.00	8,298.62	\$ 51,701.38
100-30-5415 Life Insurance	0.00	7.00	300.00	20.98	\$ 279.02
100-30-5420 Disability Insurance	0.00	0.00	3,500.00	1,500.00	\$ 2,000.00
100-30-6105 Office Supplies & Equipment	0.00	1,279.24	4,000.00	1,964.97	\$ 2,035.03
100-30-6115 First Aid Supplies	0.00	2,209.60	4,000.00	3,313.49	\$ 686.51
100-30-6140 Fuel/Lubes/Etc.	0.00	360.25	7,000.00	3,276.50	\$ 3,723.50
100-30-6205 Accounting & Auditing	0.00	0.00	500.00	0.00	\$ 500.00
100-30-6220 Legal Fees	0.00	2,044.50	2,000.00	2,420.50	\$ (420.50)
100-30-6290 Other Professional Fees	0.00	181.25	2,000.00	9,350.00	\$ (7,350.00)
100-30-6305 Building Repairs & Maintenance	0.00	1,053.68	1,000.00	3,068.09	\$ (2,068.09)
100-30-6340 Radios & Radio Repair	0.00	0.00	2,500.00	1,037.75	\$ 1,462.25
100-30-6345 Operational Equipment & Repairs	0.00	(43,782.60)	20,000.00	18,741.92	\$ 1,258.08
100-30-6350 Personal Protective Equipment	0.00	5,588.95	13,000.00	8,984.57	\$ 4,015.43

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

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Revised Budget
For General Fund (100)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-30-6405 Dues & Subscriptions	0.00	820.78	6,000.00	1,873.26	\$ 4,126.74
100-30-6410 Training	0.00	187.80	5,000.00	3,219.78	\$ 1,780.22
100-30-6605 Electricity	0.00	209.58	5,000.00	661.57	\$ 4,338.43
100-30-6620 Telecommunications	0.00	355.84	4,000.00	1,080.79	\$ 2,919.21
100-30-6700 Insurance	0.00	0.00	18,000.00	19,000.00	\$ (1,000.00)
100-30-6830 Janitorial Services	0.00	89.55	0.00	337.99	\$ 0.00
100-30-6840 Printing & Copying	0.00	0.00	300.00	44.85	\$ 255.15
100-30-6860 Computers/Software/Services	0.00	95.75	6,000.00	1,622.25	\$ 4,377.75
100-30-6990 Other Miscellaneous Expenses	0.00	4,520.30	9,405.00	12,370.36	\$ (2,965.36)
100-30-8400 Machinery & Equipment	0.00	44,250.00	0.00	44,858.98	\$ 0.00
100-30-9400 Transfer to Capital Projects Funds	0.00	0.00	25,000.00	0.00	\$ 25,000.00
Total Fire Expenditures	0.00	45,246.65	491,255.00	234,748.54	256,506.46
Recreation Expenditures					
100-50-5105 Full-Time Employees - Regular	0.00	1,965.54	25,500.00	5,746.11	\$ 19,753.89
100-50-5205 Employer FICA Taxes	0.00	149.80	2,000.00	549.71	\$ 1,450.29
100-50-5210 Unemployment Insurance	0.00	1.96	275.00	5.37	\$ 269.63
100-50-5215 Workers' Compensation Insurance	0.00	0.62	700.00	1.68	\$ 698.32
100-50-5305 Employer PERS Contributions	0.00	301.76	5,500.00	920.41	\$ 4,579.59
100-50-5405 Health Insurance	0.00	570.94	7,700.00	1,537.22	\$ 6,162.78
100-50-5415 Life Insurance	0.00	2.64	100.00	7.10	\$ 92.90
100-50-6145 Tourism	0.00	0.00	650.00	7.70	\$ 642.30
100-50-6190 Other Supplies	0.00	0.00	5,000.00	1,324.99	\$ 3,675.01
100-50-6305 Building Repairs & Maintenance	0.00	1,014.12	3,000.00	1,051.49	\$ 1,948.51
100-50-6310 Grounds Maintenance	0.00	(3,879.29)	40.00	0.00	\$ 40.00
100-50-6311 Contracted Ground Maintenance	0.00	5,379.29	15,000.00	8,129.29	\$ 6,870.71
100-50-6605 Electricity	0.00	129.52	2,000.00	432.59	\$ 1,567.41
100-50-6995 Feasibility Studies / Projects	0.00	0.16	2,000.00	4,290.35	\$ (2,290.35)
100-50-8200 Buildings & Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-50-8300 Improvements Other Than Buildings	0.00	23,881.80	318,000.00	286,534.94	\$ 31,465.06
Total Recreation Expenditures	0.00	29,518.86	392,465.00	310,538.95	81,926.05
Transient Lodging Tax Expenditures					
100-60-6145 Tourism	0.00	1,733.00	165,000.00	1,733.00	\$ 163,267.00
Total Transient Lodging Tax Expenditures	0.00	1,733.00	165,000.00	1,733.00	163,267.00
Planning Expenditures					
100-70-6215 Engineering Fees	0.00	0.00	2,000.00	0.00	\$ 2,000.00
100-70-6220 Legal Fees	0.00	188.00	5,000.00	188.00	\$ 4,812.00
100-70-6240 Comprehensive Planning	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-70-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-70-6410 Training	0.00	0.00	3,000.00	749.00	\$ 2,251.00
100-70-6865 Building Inspector/Inspections	0.00	0.00	500.00	0.00	\$ 500.00
Total Planning Expenditures	0.00	188.00	20,500.00	937.00	19,563.00
General Service Expenditures					
100-90-6205 Accounting & Auditing	0.00	0.00	5,000.00	0.00	\$ 5,000.00
100-90-6220 Legal Fees	0.00	215.50	30,000.00	2,054.00	\$ 27,946.00
100-90-6805 Mayor	0.00	366.00	3,500.00	366.00	\$ 3,134.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For General Fund (100)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
100-90-6910 Fee Refunds	0.00	0.00	500.00	0.00	\$ 500.00
100-90-6990 Other Miscellaneous Expenses	0.00	0.00	1,000.00	0.00	\$ 1,000.00
100-90-9000 Transfers Out	0.00	0.00	129,655.00	0.00	\$ 129,655.00
100-90-9800 Contingency	0.00	0.00	36,467.00	0.00	\$ 36,467.00
Total General Service Expenditures	0.00	581.50	206,122.00	2,420.00	203,702.00
Total General Fund Expenditures	\$ 27,303.00	\$ 104,109.60	\$ 1,603,495.00	\$ 658,153.83	\$ 945,341.17
General Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ (89,976.09)	\$ 0.00	\$ (509,203.07)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Street and Road Fund (200)
For the Fiscal Period 2024-3 Ending September 30, 2023

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Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
200-00-4115 State Highway Tax	\$ 0.00	\$ 10,399.45	\$ 113,000.00	\$ 28,364.61	\$ 84,635.39
200-00-4420 State Grants	0.00	232,784.91	250,000.00	232,784.91	\$ 17,215.09
200-00-4800 Miscellaneous	0.00	4,126.17	0.00	4,126.17	\$ 0.00
200-00-4930 Transfers In	0.00	0.00	179,000.00	0.00	\$ 179,000.00
200-00-4990 Beginning Fund Balance	0.00	0.00	63,500.00	0.00	\$ 63,500.00
Total Non-Departmental Revenues	0.00	247,310.53	605,500.00	265,275.69	340,224.31
Total Street and Road Fund Revenues	\$ 0.00	\$ 247,310.53	\$ 605,500.00	\$ 265,275.69	\$ 340,224.31

Expenditures

Non-Departmental Expenditures					
200-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 6,959.94	\$ 82,500.00	\$ 22,025.15	\$ 60,474.85
200-00-5205 Employer FICA Taxes	0.00	530.32	6,500.00	2,460.77	\$ 4,039.23
200-00-5210 Unemployment Insurance	0.00	6.94	1,000.00	19.45	\$ 980.55
200-00-5215 Workers' Compensation Insurance	0.00	2.42	2,500.00	6.64	\$ 2,493.36
200-00-5305 Employer PERS Contributions	0.00	993.50	18,000.00	3,397.35	\$ 14,602.65
200-00-5405 Health Insurance	0.00	1,963.86	28,000.00	5,471.98	\$ 22,528.02
200-00-5415 Life Insurance	0.00	9.34	150.00	26.41	\$ 123.59
200-00-6105 Office Supplies & Equipment	0.00	0.00	500.00	497.97	\$ 2.03
200-00-6125 Shop Supplies & Small Tools	0.00	169.95	1,100.00	828.81	\$ 271.19
200-00-6140 Fuel/Lubes/Etc.	0.00	0.00	2,000.00	0.00	\$ 2,000.00
200-00-6205 Accounting & Auditing	0.00	0.00	1,000.00	0.00	\$ 1,000.00
200-00-6215 Engineering Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6220 Legal Fees	0.00	822.50	5,000.00	3,624.50	\$ 1,375.50
200-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6305 Building Repairs & Maintenance	0.00	0.00	5,000.00	0.00	\$ 5,000.00
200-00-6315 Street Repairs & Maintenance	0.00	0.00	30,000.00	5,547.38	\$ 24,452.62
200-00-6335 Vehicle Repairs & Maintenance	0.00	1,529.60	3,000.00	1,872.56	\$ 1,127.44
200-00-6350 Personal Protective Equipment	0.00	0.00	1,500.00	0.00	\$ 1,500.00
200-00-6390 Other Repairs & Maintenance	0.00	0.00	7,500.00	0.00	\$ 7,500.00
200-00-6410 Training	0.00	0.00	2,000.00	0.00	\$ 2,000.00
200-00-6605 Electricity	0.00	678.52	12,000.00	2,037.90	\$ 9,962.10
200-00-6700 Insurance	0.00	0.00	5,000.00	6,000.00	\$ (1,000.00)
200-00-6860 Computers/Software/Services	0.00	0.00	2,000.00	500.00	\$ 1,500.00
200-00-6990 Other Miscellaneous Expenses	0.00	13.30	3,500.00	13.30	\$ 3,486.70
200-00-6995 Feasibility Studies / Projects	0.00	0.00	10,000.00	0.00	\$ 10,000.00
200-00-8300 Improvements Other Than Buildings	0.00	0.00	338,000.00	228,199.85	\$ 109,800.15
200-00-8500 Buildings	0.00	0.00	27,750.00	0.00	\$ 27,750.00
Total Non-Departmental Expenditures	0.00	13,680.19	605,500.00	282,530.02	322,969.98
Total Street and Road Fund Expenditures	\$ 0.00	\$ 13,680.19	\$ 605,500.00	\$ 282,530.02	\$ 322,969.98

Street and Road Fund Excess of Revenues Over Expen \$ 0.00 \$ 233,630.34 \$ 0.00 \$ (17,254.33) \$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Housing Rehabilitation Fund (201)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Housing Rehabilitation Revenues					
201-18-4805 Earnings on Investments	\$ 0.00	\$ 0.00	\$ 500.00	\$ 0.00	\$ 500.00
201-18-4825 Loan Payback	0.00	0.00	1,000.00	1,725.00	(725.00)
201-18-4990 Beginning Fund Balance	0.00	0.00	140,100.00	0.00	140,100.00
Total Housing Rehabilitation Revenues	0.00	0.00	141,600.00	1,725.00	139,875.00
Total Housing Rehabilitation Fund Revenues	\$ 0.00	\$ 0.00	\$ 141,600.00	\$ 1,725.00	\$ 139,875.00
Expenditures					
Housing Rehabilitation Expenditures					
201-18-6920 Housing Rehab Loan Disbursements	\$ 0.00	\$ 0.00	\$ 141,600.00	\$ 0.00	\$ 141,600.00
Total Housing Rehabilitation Expenditures	0.00	0.00	141,600.00	0.00	141,600.00
Total Housing Rehabilitation Fund Expenditures	\$ 0.00	\$ 0.00	\$ 141,600.00	\$ 0.00	\$ 141,600.00
Housing Rehabilitation Fund Excess of Revenues Over	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,725.00	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Sewer Bond Fund (301)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Bond Payment Revenues					
301-11-4005 Property Taxes - Current	\$ 0.00	\$ 0.00	\$ 19,350.00	\$ 0.00	\$ 19,350.00
301-11-4010 Property Taxes - Prior Years	0.00	0.00	300.00	0.00	300.00
301-11-4805 Earnings on Investments	0.00	0.00	200.00	0.00	200.00
301-11-4990 Beginning Fund Balance	0.00	0.00	46,500.00	0.00	46,500.00
Total Bond Payment Revenues	0.00	0.00	66,350.00	0.00	66,350.00
Total Sewer Bond Fund Revenues	\$ 0.00	\$ 0.00	\$ 66,350.00	\$ 0.00	\$ 66,350.00
Expenditures					
Bond Payment Expenditures					
301-11-7010 Principal Payments - General Obligatio	\$ 0.00	\$ 0.00	\$ 21,000.00	\$ 0.00	\$ 21,000.00
301-11-7015 Interest Payments - General Obligation	0.00	0.00	13,050.00	0.00	13,050.00
301-11-9900 Unappropriated Ending Fund Balance	0.00	0.00	32,300.00	0.00	32,300.00
Total Bond Payment Expenditures	0.00	0.00	66,350.00	0.00	66,350.00
Total Sewer Bond Fund Expenditures	\$ 0.00	\$ 0.00	\$ 66,350.00	\$ 0.00	\$ 66,350.00
Sewer Bond Fund Excess of Revenues Over Expenditur	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
 For DEQ Loan Repayment Fund (302)
 For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Loan Revenues					
302-22-4620 Sewer User Charges	\$ 0.00	\$ 0.00	\$ 50,000.00	\$ 0.00	\$ 50,000.00
302-22-4990 Beginning Fund Balance	0.00	0.00	127,000.00	0.00	127,000.00
Total Loan Revenues	0.00	0.00	177,000.00	0.00	177,000.00
Total DEQ Loan Repayment Fund Revenues	\$ 0.00	\$ 0.00	\$ 177,000.00	\$ 0.00	\$ 177,000.00
Expenditures					
Loan Expenditures					
302-22-7040 Principal Payments - Notes Payable	\$ 0.00	\$ 0.00	\$ 45,700.00	\$ 0.00	\$ 45,700.00
302-22-7045 Interest Payments - Notes Payable	0.00	0.00	3,350.00	0.00	3,350.00
302-22-9900 Unappropriated Ending Fund Balance	0.00	0.00	127,950.00	0.00	127,950.00
Total Loan Expenditures	0.00	0.00	177,000.00	0.00	177,000.00
Total DEQ Loan Repayment Fund Expenditures	\$ 0.00	\$ 0.00	\$ 177,000.00	\$ 0.00	\$ 177,000.00
DEQ Loan Repayment Fund Excess of Revenues Over E	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Street Reserve Fund (400)
 For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
400-13-4305 Franchise Fees	\$ 0.00	\$ 0.00	\$ 6,000.00	\$ 2,271.95	\$ 3,728.05
400-13-4990 Beginning Fund Balance	0.00	0.00	38,900.00	0.00	38,900.00
Total Reserve Revenues	0.00	0.00	44,900.00	2,271.95	42,628.05
Street Trust Revenues					
400-17-4805 Earnings on Investments	0.00	0.00	1,000.00	0.00	1,000.00
400-17-4990 Beginning Fund Balance	0.00	0.00	74,300.00	0.00	74,300.00
Total Street Trust Revenues	0.00	0.00	75,300.00	0.00	75,300.00
Street Maintenance Fee Revenues					
400-24-4320 Street Maintenance Fees	0.00	7,644.39	95,000.00	24,344.42	70,655.58
400-24-4930 Transfers In	0.00	0.00	50,000.00	0.00	50,000.00
400-24-4990 Beginning Fund Balance	0.00	0.00	181,320.00	0.00	181,320.00
Total Street Maintenance Fee Revenues	0.00	7,644.39	326,320.00	24,344.42	301,975.58
Total Street Reserve Fund Revenues	\$ 0.00	\$ 7,644.39	\$ 446,520.00	\$ 26,616.37	\$ 419,903.63
Expenditures					
Reserve Expenditures					
400-13-6315 Street Repairs & Maintenance	\$ 0.00	\$ 0.00	\$ 44,900.00	\$ 0.00	\$ 44,900.00
Total Reserve Expenditures	0.00	0.00	44,900.00	0.00	44,900.00
Street Trust Expenditures					
400-17-9900 Unappropriated Ending Fund Balance	0.00	0.00	75,300.00	0.00	75,300.00
Total Street Trust Expenditures	0.00	0.00	75,300.00	0.00	75,300.00
Street Maintenance Fee Expenditures					
400-24-6314 Street Overlay	0.00	0.00	85,120.00	0.00	85,120.00
400-24-9400 Transfer to Capital Projects Funds	0.00	0.00	179,000.00	0.00	179,000.00
400-24-9800 Contingency	0.00	0.00	62,200.00	0.00	62,200.00
Total Street Maintenance Fee Expenditures	0.00	0.00	326,320.00	0.00	326,320.00
Total Street Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 446,520.00	\$ 0.00	\$ 446,520.00
Street Reserve Fund Excess of Revenues Over Expendi	\$ 0.00	\$ 7,644.39	\$ 0.00	\$ 26,616.37	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Bay City Equipment Reserve Fund (401)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
401-13-4930 Transfers In	\$ 0.00	\$ 0.00	\$ 35,000.00	\$ 0.00	\$ 35,000.00
401-13-4990 Beginning Fund Balance	0.00	0.00	38,200.00	0.00	38,200.00
Total Reserve Revenues	0.00	0.00	73,200.00	0.00	73,200.00
Total Bay City Equipment Reserve Fund Revenues	\$ 0.00	\$ 0.00	\$ 73,200.00	\$ 0.00	\$ 73,200.00
Expenditures					
Reserve Expenditures					
401-13-8400 Machinery & Equipment	\$ 0.00	\$ 0.00	\$ 73,200.00	\$ 0.00	\$ 73,200.00
Total Reserve Expenditures	0.00	0.00	73,200.00	0.00	73,200.00
Total Bay City Equipment Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 73,200.00	\$ 0.00	\$ 73,200.00
Bay City Equipment Reserve Fund Excess of Revenues	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Fire Apparatus Reserve & Building Reserve Fund (402)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
402-13-4930 Transfers In	\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00
402-13-4990 Beginning Fund Balance	0.00	0.00	54,757.00	0.00	54,757.00
Total Reserve Revenues	0.00	0.00	79,757.00	0.00	79,757.00
Building Fund Revenues					
402-19-4890 Fire Department Relocation	0.00	2,683.65	0.00	7,967.60	\$ 0.00
Total Building Fund Revenues	0.00	2,683.65	0.00	7,967.60	0.00
Total Fire Apparatus Reserve & Building Reserve Fun	\$ 0.00	\$ 2,683.65	\$ 79,757.00	\$ 7,967.60	\$ 71,789.40
Expenditures					
Reserve Expenditures					
402-13-7050 Capital Lease Payments	\$ 0.00	\$ 0.00	\$ 29,300.00	\$ 24,219.78	\$ 5,080.22
402-13-9000 Transfers Out	0.00	0.00	50,000.00	0.00	50,000.00
Total Reserve Expenditures	0.00	0.00	79,300.00	24,219.78	55,080.22
Total Fire Apparatus Reserve & Building Reserve Fun	\$ 0.00	\$ 0.00	\$ 79,300.00	\$ 24,219.78	\$ 55,080.22
Fire Apparatus Reserve & Building Reserve Fund Exces	\$ 0.00	\$ 2,683.65	\$ 457.00	\$ (16,252.18)	\$ 16,709.18

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Park & Recreation Reserve Fund (404)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
404-13-4990 Beginning Fund Balance	\$ 0.00	\$ 0.00	\$ 8,100.00	\$ 0.00	\$ 8,100.00
Total Reserve Revenues	0.00	0.00	8,100.00	0.00	8,100.00
Total Park & Recreation Reserve Fund Revenues	\$ 0.00	\$ 0.00	\$ 8,100.00	\$ 0.00	\$ 8,100.00
Expenditures					
Reserve Expenditures					
404-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 4,000.00	\$ 0.00	\$ 4,000.00
404-13-8310 Buildings / Structures	0.00	0.00	4,100.00	0.00	4,100.00
Total Reserve Expenditures	0.00	0.00	8,100.00	0.00	8,100.00
Total Park & Recreation Reserve Fund Expenditures	\$ 0.00	\$ 0.00	\$ 8,100.00	\$ 0.00	\$ 8,100.00
Park & Recreation Reserve Fund Excess of Revenues O	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Footpaths and Bicycle Trails Reserve (405)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
405-13-4115 State Highway Tax	\$ 0.00	\$ 105.04	\$ 1,000.00	\$ 286.51	\$ 713.49
405-13-4990 Beginning Fund Balance	0.00	0.00	11,150.00	0.00	11,150.00
Total Reserve Revenues	0.00	105.04	12,150.00	286.51	11,863.49
Total Footpaths and Bicycle Trails Reserve Revenues	\$ 0.00	\$ 105.04	\$ 12,150.00	\$ 286.51	\$ 11,863.49
Expenditures					
Reserve Expenditures					
405-13-8300 Improvements Other Than Buildings	\$ 0.00	\$ 0.00	\$ 12,150.00	\$ 0.00	\$ 12,150.00
Total Reserve Expenditures	0.00	0.00	12,150.00	0.00	12,150.00
Total Footpaths and Bicycle Trails Reserve Expenditu	\$ 0.00	\$ 0.00	\$ 12,150.00	\$ 0.00	\$ 12,150.00
Footpaths and Bicycle Trails Reserve Excess of Revenu	\$ 0.00	\$ 105.04	\$ 0.00	\$ 286.51	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Fire Department Op/Maint/Relocate Reserve (406)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Reserve Revenues					
406-13-4890 Other Revenue	\$ 0.00	\$ 0.00	\$ 25,000.00	\$ 0.00	\$ 25,000.00
406-13-4990 Beginning Fund Balance	0.00	0.00	155,857.00	0.00	155,857.00
Total Reserve Revenues	0.00	0.00	180,857.00	0.00	180,857.00
Total Fire Department Op/Maint/Relocate Reserve Rev	\$ 0.00	\$ 0.00	\$ 180,857.00	\$ 0.00	\$ 180,857.00
Expenditures					
Reserve Expenditures					
406-13-8500 Buildings	\$ 0.00	\$ 0.00	\$ 40,000.00	\$ 0.00	\$ 40,000.00
406-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	140,857.00	0.00	140,857.00
Total Reserve Expenditures	0.00	0.00	180,857.00	0.00	180,857.00
Total Fire Department Op/Maint/Relocate Reserve Exp	\$ 0.00	\$ 0.00	\$ 180,857.00	\$ 0.00	\$ 180,857.00
Fire Department Op/Maint/Relocate Reserve Excess of	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

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Revised Budget
For Bay City Water Fund (600)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
600-00-4610 Water User Charges	\$ 0.00	\$ 36,689.75	\$ 405,000.00	\$ 102,906.27	\$ 302,093.73
600-00-4615 Water Deposits	0.00	0.00	1,000.00	0.00	\$ 1,000.00
600-00-4800 Miscellaneous	0.00	9.50	0.00	99.50	\$ 0.00
600-00-4805 Earnings on Investments	0.00	0.00	500.00	0.00	\$ 500.00
600-00-4815 Sale of Pipe/Supplies	0.00	0.00	7,500.00	0.00	\$ 7,500.00
600-00-4990 Beginning Fund Balance	0.00	0.00	170,000.00	0.00	\$ 170,000.00
Total Non-Departmental Revenues	0.00	36,699.25	584,000.00	103,005.77	480,994.23
Reserve Revenues					
600-13-4710 SDC - Improvement Fees	0.00	0.00	80,000.00	0.00	\$ 80,000.00
600-13-4720 SDC - Reimbursement Fees	0.00	0.00	20,000.00	0.00	\$ 20,000.00
600-13-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	\$ 2,000.00
600-13-4990 Beginning Fund Balance	0.00	0.00	341,100.00	0.00	\$ 341,100.00
Total Reserve Revenues	0.00	0.00	443,100.00	0.00	443,100.00
Total Bay City Water Fund Revenues	\$ 0.00	\$ 36,699.25	\$ 1,027,100.00	\$ 103,005.77	\$ 924,094.23

Expenditures

Non-Departmental Expenditures

600-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 14,968.94	\$ 191,000.00	\$ 46,193.36	\$ 144,806.64
600-00-5205 Employer FICA Taxes	0.00	1,140.54	15,500.00	4,358.33	\$ 11,141.67
600-00-5210 Unemployment Insurance	0.00	14.90	2,100.00	43.29	\$ 2,056.71
600-00-5215 Workers' Compensation Insurance	0.00	5.48	3,500.00	15.53	\$ 3,484.47
600-00-5305 Employer PERS Contributions	0.00	2,449.70	40,000.00	7,940.13	\$ 32,059.87
600-00-5405 Health Insurance	0.00	4,573.66	61,500.00	12,863.07	\$ 48,636.93
600-00-5415 Life Insurance	0.00	17.94	220.00	51.13	\$ 168.87
600-00-6105 Office Supplies & Equipment	0.00	108.35	1,500.00	1,246.05	\$ 253.95
600-00-6125 Shop Supplies & Small Tools	0.00	277.98	3,000.00	1,025.84	\$ 1,974.16
600-00-6130 Customer Meters & Supplies	0.00	3,423.54	2,500.00	3,423.54	\$ (923.54)
600-00-6135 Chemical/Lab Supplies	0.00	0.00	500.00	0.00	\$ 500.00
600-00-6140 Fuel/Lubes/Etc.	0.00	590.35	7,000.00	880.84	\$ 6,119.16
600-00-6190 Other Supplies	0.00	15.98	250.00	15.98	\$ 234.02
600-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
600-00-6215 Engineering Fees	0.00	0.00	5,000.00	1,260.00	\$ 3,740.00
600-00-6220 Legal Fees	0.00	0.00	2,500.00	491.75	\$ 2,008.25
600-00-6225 Laboratory Fees	0.00	0.00	1,500.00	0.00	\$ 1,500.00
600-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-6305 Building Repairs & Maintenance	0.00	1,558.50	5,000.00	1,610.86	\$ 3,389.14
600-00-6311 Contracted Ground Maintenance	0.00	217.50	2,500.00	652.50	\$ 1,847.50
600-00-6325 Utility System Repairs	0.00	10.37	10,000.00	127.37	\$ 9,872.63
600-00-6335 Vehicle Repairs & Maintenance	0.00	2,245.26	7,500.00	3,599.20	\$ 3,900.80
600-00-6345 Operational Equipment & Repairs	0.00	4,196.12	10,000.00	5,648.18	\$ 4,351.82
600-00-6350 Personal Protective Equipment	0.00	57.52	2,000.00	75.48	\$ 1,924.52
600-00-6405 Dues & Subscriptions	0.00	(7.99)	0.00	0.00	\$ 0.00
600-00-6410 Training	0.00	6.63	3,000.00	701.87	\$ 2,298.13

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget
For Bay City Water Fund (600)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
600-00-6605 Electricity	0.00	299.88	4,000.00	858.20	\$ 3,141.80
600-00-6620 Telecommunications	0.00	26.81	3,000.00	170.57	\$ 2,829.43
600-00-6700 Insurance	0.00	0.00	12,000.00	13,000.00	\$ (1,000.00)
600-00-6830 Janitorial Services	0.00	100.00	1,200.00	300.00	\$ 900.00
600-00-6860 Computers/Software/Services	0.00	127.67	10,000.00	3,596.05	\$ 6,403.95
600-00-6905 Deposit Refunds	0.00	260.90	2,500.00	260.90	\$ 2,239.10
600-00-6910 Fee Refunds	0.00	0.00	200.00	0.00	\$ 200.00
600-00-6990 Other Miscellaneous Expenses	0.00	0.00	5,851.00	21.99	\$ 5,829.01
600-00-9400 Transfer to Capital Projects Funds	0.00	0.00	5,000.00	0.00	\$ 5,000.00
600-00-9500 Transfer to Enterprise Funds	0.00	0.00	155,179.00	0.00	\$ 155,179.00
Total Non-Departmental Expenditures	0.00	36,686.53	584,000.00	110,432.01	473,567.99
Reserve Expenditures					
600-13-6910 Fee Refunds	0.00	0.00	100,000.00	0.00	\$ 100,000.00
600-13-9500 Transfer to Enterprise Funds	0.00	0.00	25,920.00	0.00	\$ 25,920.00
600-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	317,180.00	0.00	\$ 317,180.00
Total Reserve Expenditures	0.00	0.00	443,100.00	0.00	443,100.00
Total Bay City Water Fund Expenditures	\$ 0.00	\$ 36,686.53	\$ 1,027,100.00	\$ 110,432.01	\$ 916,667.99
Bay City Water Fund Excess of Revenues Over Expenditures	\$ 0.00	\$ 12.72	\$ 0.00	\$ (7,426.24)	\$ 0.00

City of Bay City 503-377-2288

Statement of Revenue and Expenditures

Revised Budget

For Kilchis Water Fund (601)

For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
601-00-4610 Water User Charges	\$ 0.00	\$ 25,485.83	\$ 323,871.00	\$ 55,448.50	\$ 268,422.50
601-00-4805 Earnings on Investments	0.00	0.00	2,000.00	0.00	2,000.00
601-00-4930 Transfers In	0.00	0.00	155,179.00	0.00	155,179.00
601-00-4990 Beginning Fund Balance	0.00	0.00	328,000.00	0.00	328,000.00
Total Non-Departmental Revenues	0.00	25,485.83	809,050.00	55,448.50	753,601.50
Reserve Revenues					
601-13-4440 Other Grants / Loans	0.00	0.00	20,000.00	0.00	20,000.00
601-13-4800 Miscellaneous	0.00	4,256.00	80,000.00	9,930.00	70,070.00
601-13-4805 Earnings on Investments	0.00	0.00	2,500.00	0.00	2,500.00
601-13-4990 Beginning Fund Balance	0.00	0.00	638,500.00	0.00	638,500.00
Total Reserve Revenues	0.00	4,256.00	741,000.00	9,930.00	731,070.00
Total Kilchis Water Fund Revenues	\$ 0.00	\$ 29,741.83	\$ 1,550,050.00	\$ 65,378.50	\$ 1,484,671.50

Expenditures

Non-Departmental Expenditures

601-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 7,505.50	\$ 106,000.00	\$ 24,737.35	\$ 81,262.65
601-00-5205 Employer FICA Taxes	0.00	571.90	8,200.00	2,891.01	5,308.99
601-00-5210 Unemployment Insurance	0.00	7.46	1,200.00	21.36	1,178.64
601-00-5215 Workers' Compensation Insurance	0.00	2.14	3,000.00	6.00	2,994.00
601-00-5305 Employer PERS Contributions	0.00	1,177.44	23,000.00	4,055.26	18,944.74
601-00-5405 Health Insurance	0.00	1,715.92	31,500.00	5,181.57	26,318.43
601-00-5415 Life Insurance	0.00	8.20	150.00	24.17	125.83
601-00-6105 Office Supplies & Equipment	0.00	108.35	2,000.00	700.78	1,299.22
601-00-6125 Shop Supplies & Small Tools	0.00	277.99	4,000.00	1,025.86	2,974.14
601-00-6135 Chemical/Lab Supplies	0.00	1,346.81	23,000.00	5,386.12	17,613.88
601-00-6140 Fuel/Lubes/Etc.	0.00	590.35	7,000.00	880.84	6,119.16
601-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	2,500.00
601-00-6215 Engineering Fees	0.00	0.00	50,000.00	0.00	50,000.00
601-00-6220 Legal Fees	0.00	0.00	5,000.00	0.00	5,000.00
601-00-6225 Laboratory Fees	0.00	0.00	1,500.00	0.00	1,500.00
601-00-6290 Other Professional Fees	0.00	0.00	5,000.00	0.00	5,000.00
601-00-6305 Building Repairs & Maintenance	0.00	1,489.50	30,000.00	2,831.49	27,168.51
601-00-6325 Utility System Repairs	0.00	10.37	40,000.00	1,178.90	38,821.10
601-00-6335 Vehicle Repairs & Maintenance	0.00	2,245.26	7,000.00	3,599.19	3,400.81
601-00-6345 Operational Equipment & Repairs	0.00	2,234.96	40,000.00	6,637.02	33,362.98
601-00-6350 Personal Protective Equipment	0.00	57.52	5,000.00	75.48	4,924.52
601-00-6410 Training	0.00	6.63	5,000.00	701.86	4,298.14
601-00-6605 Electricity	0.00	1,917.65	30,000.00	5,539.49	24,460.51
601-00-6620 Telecommunications	0.00	26.81	3,000.00	170.57	2,829.43
601-00-6700 Insurance	0.00	0.00	15,000.00	16,000.00	(1,000.00)
601-00-6830 Janitorial Services	0.00	100.00	2,000.00	300.00	1,700.00
601-00-6860 Computers/Software/Services	0.00	127.67	19,000.00	6,596.07	12,403.93
601-00-6990 Other Miscellaneous Expenses	0.00	0.00	10,000.00	22.00	9,978.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Kilchis Water Fund (601)
 For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
601-00-8200 Buildings & Structures	0.00	0.00	5,000.00	271.04	\$ 4,728.96
601-00-8400 Machinery & Equipment	0.00	10,341.75	150,000.00	10,341.75	\$ 139,658.25
601-00-8500 Buildings	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8700 Office Equipment	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-8800 Utility System	0.00	0.00	5,000.00	0.00	\$ 5,000.00
601-00-9000 Transfers Out	0.00	0.00	15,000.00	0.00	\$ 15,000.00
601-00-9800 Contingency	0.00	0.00	50,000.00	0.00	\$ 50,000.00
601-00-9900 Unappropriated Ending Fund Balance	0.00	0.00	95,000.00	0.00	\$ 95,000.00
Total Non-Departmental Expenditures	0.00	31,870.18	809,050.00	99,175.18	709,874.82
Reserve Expenditures					
601-13-8000 Capital Outlay	0.00	0.00	25,000.00	0.00	\$ 25,000.00
601-13-8200 Equipment	0.00	0.00	300,000.00	0.00	\$ 300,000.00
601-13-8400 Machinery & Equipment	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-8800 Utility System	0.00	0.00	100,000.00	0.00	\$ 100,000.00
601-13-9900 Unappropriated Ending Fund Balance	0.00	0.00	216,000.00	0.00	\$ 216,000.00
Total Reserve Expenditures	0.00	0.00	741,000.00	0.00	741,000.00
Total Kilchis Water Fund Expenditures	\$ 0.00	\$ 31,870.18	\$ 1,550,050.00	\$ 99,175.18	\$ 1,450,874.82
Kilchis Water Fund Excess of Revenues Over Expendit	\$ 0.00	\$ (2,128.35)	\$ 0.00	\$ (33,796.68)	\$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures

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Revised Budget
For Bay City Sewer Fund (602)
For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Revenues					
Non-Departmental Revenues					
602-00-4420 State Grants	\$ 0.00	\$ 0.00	\$ 275,000.00	\$ 0.00	\$ 275,000.00
602-00-4620 Sewer User Charges	0.00	46,434.70	400,000.00	127,137.74	\$ 272,862.26
602-00-4625 Sewer Deposits	0.00	0.00	2,000.00	0.00	\$ 2,000.00
602-00-4800 Miscellaneous	0.00	0.59	1,500.00	0.59	\$ 1,499.41
602-00-4805 Earnings on Investments	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-00-4930 Transfers In	0.00	0.00	594,200.00	0.00	\$ 594,200.00
602-00-4990 Beginning Fund Balance	0.00	0.00	330,000.00	0.00	\$ 330,000.00
Total Non-Departmental Revenues	0.00	46,435.29	1,607,700.00	127,138.33	1,480,561.67
Reserve Revenues					
602-14-4710 SDC - Improvement Fees	0.00	0.00	75,000.00	0.00	\$ 75,000.00
602-14-4720 SDC - Reimbursement Fees	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-14-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-14-4990 Beginning Fund Balance	0.00	0.00	1,200,800.00	0.00	\$ 1,200,800.00
Total Reserve Revenues	0.00	0.00	1,290,800.00	0.00	1,290,800.00
Reserve Revenues					
602-15-4930 Transfers In	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-15-4990 Beginning Fund Balance	0.00	0.00	125,800.00	0.00	\$ 125,800.00
Total Reserve Revenues	0.00	0.00	135,800.00	0.00	135,800.00
Reserve Revenues					
602-16-4930 Transfers In	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-16-4990 Beginning Fund Balance	0.00	0.00	88,200.00	0.00	\$ 88,200.00
Total Reserve Revenues	0.00	0.00	93,200.00	0.00	93,200.00
Total Bay City Sewer Fund Revenues	\$ 0.00	\$ 46,435.29	\$ 3,127,500.00	\$ 127,138.33	\$ 3,000,361.67

Expenditures

Non-Departmental Expenditures

602-00-5105 Full-Time Employees - Regular	\$ 0.00	\$ 20,392.24	\$ 280,000.00	\$ 63,034.23	\$ 216,965.77
602-00-5205 Employer FICA Taxes	0.00	1,553.80	21,500.00	5,976.68	\$ 15,523.32
602-00-5210 Unemployment Insurance	0.00	20.36	3,000.00	59.14	\$ 2,940.86
602-00-5215 Workers' Compensation Insurance	0.00	6.44	3,500.00	18.64	\$ 3,481.36
602-00-5305 Employer PERS Contributions	0.00	3,714.96	58,500.00	11,664.90	\$ 46,835.10
602-00-5405 Health Insurance	0.00	5,499.42	93,000.00	16,282.92	\$ 76,717.08
602-00-5415 Life Insurance	0.00	21.94	300.00	64.32	\$ 235.68
602-00-6105 Office Supplies & Equipment	0.00	108.36	4,000.00	1,200.80	\$ 2,799.20
602-00-6125 Shop Supplies & Small Tools	0.00	1,127.83	4,000.00	1,905.82	\$ 2,094.18
602-00-6135 Chemical/Lab Supplies	0.00	3,677.19	18,000.00	3,802.19	\$ 14,197.81
602-00-6140 Fuel/Lubes/Etc.	0.00	590.36	8,000.00	880.84	\$ 7,119.16
602-00-6205 Accounting & Auditing	0.00	0.00	2,500.00	0.00	\$ 2,500.00
602-00-6215 Engineering Fees	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-00-6220 Legal Fees	0.00	0.00	4,000.00	58.75	\$ 3,941.25
602-00-6225 Laboratory Fees	0.00	0.00	1,000.00	0.00	\$ 1,000.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
 Revised Budget
 For Bay City Sewer Fund (602)
 For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
602-00-6290 Other Professional Fees	0.00	0.00	2,500.00	0.00	\$ 2,500.00
602-00-6305 Building Repairs & Maintenance	0.00	1,834.50	12,000.00	2,001.96	\$ 9,998.04
602-00-6325 Utility System Repairs	0.00	10.36	50,000.00	2,381.04	\$ 47,618.96
602-00-6335 Vehicle Repairs & Maintenance	0.00	2,245.28	30,000.00	3,659.54	\$ 26,340.46
602-00-6345 Operational Equipment & Repairs	0.00	174.52	50,000.00	2,704.19	\$ 47,295.81
602-00-6350 Personal Protective Equipment	0.00	57.51	3,000.00	75.48	\$ 2,924.52
602-00-6410 Training	0.00	6.64	5,000.00	701.88	\$ 4,298.12
602-00-6605 Electricity	0.00	1,594.07	32,000.00	4,820.75	\$ 27,179.25
602-00-6620 Telecommunications	0.00	26.81	30,000.00	170.58	\$ 29,829.42
602-00-6700 Insurance	0.00	0.00	2,000.00	3,000.00	\$ (1,000.00)
602-00-6830 Janitorial Services	0.00	100.00	1,300.00	300.00	\$ 1,000.00
602-00-6855 Permit Fees	0.00	0.00	5,000.00	1,061.09	\$ 3,938.91
602-00-6860 Computers/Software/Services	0.00	127.66	30,000.00	5,063.29	\$ 24,936.71
602-00-6905 Deposit Refunds	0.00	508.55	1,500.00	560.45	\$ 939.55
602-00-6910 Fee Refunds	0.00	0.00	100.00	0.00	\$ 100.00
602-00-6990 Other Miscellaneous Expenses	0.00	0.00	5,000.00	21.99	\$ 4,978.01
602-00-8400 Machinery & Equipment	0.00	0.00	722,000.00	363,154.26	\$ 358,845.74
602-00-8500 Buildings	0.00	0.00	5,000.00	0.00	\$ 5,000.00
602-00-8800 Utility System	0.00	0.00	20,000.00	0.00	\$ 20,000.00
602-00-9000 Transfers Out	0.00	0.00	30,000.00	0.00	\$ 30,000.00
602-00-9400 Transfer to Capital Projects Funds	0.00	0.00	10,000.00	0.00	\$ 10,000.00
602-00-9800 Contingency	0.00	0.00	50,000.00	0.00	\$ 50,000.00
Total Non-Departmental Expenditures	0.00	43,398.80	1,607,700.00	494,625.73	1,113,074.27
Reserve Expenditures					
602-14-8800 Utility System	0.00	0.00	638,000.00	0.00	\$ 638,000.00
602-14-9000 Transfers Out	0.00	0.00	594,200.00	0.00	\$ 594,200.00
602-14-9900 Unappropriated Ending Fund Balance	0.00	0.00	58,600.00	0.00	\$ 58,600.00
Total Reserve Expenditures	0.00	0.00	1,290,800.00	0.00	1,290,800.00
Reserve Expenditures					
602-15-6590 Other Equipment	0.00	0.00	50,000.00	0.00	\$ 50,000.00
602-15-8800 Utility System	0.00	0.00	55,000.00	0.00	\$ 55,000.00
602-15-9900 Unappropriated Ending Fund Balance	0.00	0.00	30,800.00	0.00	\$ 30,800.00
Total Reserve Expenditures	0.00	0.00	135,800.00	0.00	135,800.00
Reserve Expenditures					
602-16-9900 Unappropriated Ending Fund Balance	0.00	0.00	93,200.00	0.00	\$ 93,200.00
Total Reserve Expenditures	0.00	0.00	93,200.00	0.00	93,200.00
Total Bay City Sewer Fund Expenditures	\$ 0.00	\$ 43,398.80	\$ 3,127,500.00	\$ 494,625.73	\$ 2,632,874.27

Bay City Sewer Fund Excess of Revenues Over Expenditures \$ 0.00 \$ 3,036.49 \$ 0.00 \$ (367,487.40) \$ 0.00

City of Bay City 503-377-2288
Statement of Revenue and Expenditures
Revised Budget

For the Fiscal Period 2024-3 Ending September 30, 2023

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
Total Revenues	\$ 27,303.00	\$ 384,753.49	\$ 9,099,179.00	\$ 746,344.53	\$ 8,352,834.47
Total Expenditures	\$ 27,303.00	\$ 229,745.30	\$ 9,098,722.00	\$ 1,669,136.55	\$ 7,429,585.45
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ 155,008.19	\$ 457.00	\$ (922,792.02)	\$ 923,249.02



City of Bay City

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Bay City, OR 97107
Phone (503) 377-2288
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TDD 7-1-1
www.ci.bay-city.or.us

October 5, 2023

Bills to pay total for September 2023 = \$174,631.98

Summary of Bills to pay >\$5,000

US Department of Treasury	\$ 10,063.43
CIS – Insurance	\$ 11,172.14
Oregon Pers	\$ 7,930.40
AKS Engineering	\$ 10,341.75
EC Electric	\$ 8,900.00
US Department of Treasury	\$ 10,461.92
CIS – Insurance	\$ 11,172.14
Oregon Pers	\$ 7,930.40
EC Electric	\$ 5,956.86
US Bank Visa	\$ 18,217.64

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13821	114	Rosenberg Builders Suppl	3	2308-987193	Yes	2024 3		9/5/2023	9/15/2023		\$31.40
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-10-6870	Pre-Hazard Preparedness		31.40		0.00	0		
		Desc:	Pre-Hazard Preparedness								
13822	70	EC Electric, Inc	3	250597	Yes	2024 3		9/5/2023	9/15/2023		\$966.32
		Desc: Electrical repairs									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-50-6305	Building Repairs & Maintenan		966.32		0.00	0		
		Desc:	Building Repairs & Maintenance								
13823	1001	Kilchis Rock Co.	3	1016	Yes	2024 3		9/5/2023	9/15/2023		\$468.00
		Desc: Supplies									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	600-00-6345	Operational Equipment & Re		156.00		0.00	0		
		Desc:	Operational Equipment & Repairs								
		2	601-00-6345	Operational Equipment & Re		156.00		0.00	0		
		Desc:	Operational Equipment & Repairs								
		3	602-00-6345	Operational Equipment & Re		156.00		0.00	0		
		Desc:	Operational Equipment & Repairs								
13824	120	Seawestern	3	INV25003	Yes	2024 3		9/5/2023	9/15/2023		\$353.90
		Desc: PPE									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-30-6350	Personal Protective Equipme		353.90		0.00	0		
		Desc:	Personal Protective Equipment								
13825	176	Carson Oil	3	IN-0870014	Yes	2024 3		9/5/2023	9/15/2023		\$1,771.06
		Desc: Fuel									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	600-00-6140	Fuel/Lubes/Etc.		590.35		0.00	0		
		Desc:	Fuel/Lubes/Etc.								
		2	601-00-6140	Fuel/Lubes/Etc.		590.35		0.00	0		
		Desc:	Fuel/Lubes/Etc.								
		3	602-00-6140	Fuel/Lubes/Etc.		590.36		0.00	0		
		Desc:	Fuel/Lubes/Etc.								
13827	27	Tillamook People's Utility	3	20890-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$1,441.57
		Desc: Power									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	602-00-6605	Electricity		1,441.57		0.00	0		
		Desc:	Electricity								
13828	27	Tillamook People's Utility	3	21211-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$41.67
		Desc: Power									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-50-6605	Electricity		41.67		0.00	0		
		Desc:	Electricity								
13829	27	Tillamook People's Utility	3	21215-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$655.00
		Desc: Power									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	200-00-6605	Electricity		655.00		0.00	0		
		Desc:	Electricity								
13830	27	Tillamook People's Utility	3	21221-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$209.58
		Desc: Power									
		Line	Account Number			AP Amount		Liq Amount	Project	Task	Category
		1	100-30-6605	Electricity		209.58		0.00	0		
		Desc:	Electricity								

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13831	27	Tillamook People's Utility	3	21223-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$81.06
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-10-6605	Electricity	81.06	0.00	0				
		Desc: Electricity									
13832	27	Tillamook People's Utility	3	21224-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$111.20
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-10-6605	Electricity	111.20	0.00	0				
		Desc: Electricity									
13833	27	Tillamook People's Utility	3	21231-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$92.98
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	602-00-6605	Electricity	92.98	0.00	0				
		Desc: Electricity									
13834	27	Tillamook People's Utility	3	22182-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$37.79
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	601-00-6605	Electricity	37.79	0.00	0				
		Desc: Electricity									
13835	27	Tillamook People's Utility	3	22221-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$276.36
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	600-00-6605	Electricity	276.36	0.00	0				
		Desc: Electricity									
13836	27	Tillamook People's Utility	3	22713-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$1,856.34
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	601-00-6605	Electricity	1,856.34	0.00	0				
		Desc: Electricity									
13837	27	Tillamook People's Utility	3	41352-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$94.08
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	200-00-6605	Electricity	23.52	0.00	0				
		Desc: Electricity									
		2	600-00-6605	Electricity	23.52	0.00	0				
		Desc: Electricity									
		3	601-00-6605	Electricity	23.52	0.00	0				
		Desc: Electricity									
		4	602-00-6605	Electricity	23.52	0.00	0				
		Desc: Electricity									
13838	27	Tillamook People's Utility	3	45448-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$44.73
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-50-6605	Electricity	44.73	0.00	0				
		Desc: Electricity									
13839	27	Tillamook People's Utility	3	75292-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$36.00
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	602-00-6605	Electricity	36.00	0.00	0				
		Desc: Electricity									
13840	27	Tillamook People's Utility	3	96528-Aug 2023	Yes	2024 3		9/5/2023	9/15/2023		\$43.12
		Desc: Power									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13850	114	Rosenberg Builders Suppl	3	2308-982140	Yes	2024 3		9/6/2023	9/15/2023		\$31.10
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	600-00-6325	Utility System Repairs	10.37	0.00	0				
		Desc: Utility System Repairs									
		2	601-00-6325	Utility System Repairs	10.37	0.00	0				
		Desc: Utility System Repairs									
		3	602-00-6325	Utility System Repairs	10.36	0.00	0				
		Desc: Utility System Repairs									
13851	37	Tillamook Farmers' Coope	3	56418-int	Yes	2024 3		9/7/2023	9/10/2023		\$0.02
		Desc: supplies int									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-10-6105	Office Supplies & Equipment	0.02	0.00	0				
		Desc: Office Supplies & Equipment									
13852	114	Rosenberg Builders Suppl	3	2308-969572	Yes	2024 3		9/7/2023	9/10/2023		\$15.06
		Desc: supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	600-00-6105	Office Supplies & Equipment	5.02	0.00	0				
		Desc: Office Supplies & Equipment									
		2	601-00-6105	Office Supplies & Equipment	5.02	0.00	0				
		Desc: Office Supplies & Equipment									
		3	602-00-6105	Office Supplies & Equipment	5.02	0.00	0				
		Desc: Office Supplies & Equipment									
13853	44	Davison Auto Parts	3	939-609886	Yes	2024 3		9/7/2023	9/10/2023		\$24.13
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	600-00-6335	Vehicle Repairs & Maintenan	8.04	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
		2	601-00-6335	Vehicle Repairs & Maintenan	8.04	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
		3	602-00-6335	Vehicle Repairs & Maintenan	8.05	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
13854	44	Davison Auto Parts	3	939-609673	Yes	2024 3		9/7/2023	9/10/2023		\$28.12
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	600-00-6335	Vehicle Repairs & Maintenan	9.37	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
		2	601-00-6335	Vehicle Repairs & Maintenan	9.37	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
		3	602-00-6335	Vehicle Repairs & Maintenan	9.38	0.00	0				
		Desc: Vehicle Repairs & Maintenance									
13855	1	Oregon Department of Rev	3	PR1455	Yes	2024 3		9/15/2023	9/15/2023		\$2,890.89
		Desc: Payroll from 9/1/2023 to 9/15/2023									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-00-2030	Payroll Taxes Payable	349.16	0.00	0				
		Desc:									
		2	100-10-2030	Payroll Taxes Payable	125.88	0.00	0				
		Desc:									
		3	100-30-2030	Payroll Taxes Payable	622.75	0.00	0				
		Desc:									
		4	100-50-2030	Payroll Taxes Payable	21.03	0.00	0				
		Desc:									
		5	200-00-2030	Payroll Taxes Payable	262.92	0.00	0				
		Desc:									

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	6	600-00-2030		Payroll Taxes Payable			562.98		0.00	0	
	Desc:										
	7	601-00-2030		Payroll Taxes Payable			269.82		0.00	0	
	Desc:										
	8	602-00-2030		Payroll Taxes Payable			676.35		0.00	0	
	Desc:										
13856	2	U.S. Department of the Tre	3	PR1455	Yes	2024	3		9/15/2023	9/15/2023	\$10,063.43
	Desc:	Payroll from 9/1/2023 to 9/15/2023									
	Line	Account Number			AP Amount	Liq Amount	Project	Task	Category		
	1	100-00-2030		Payroll Taxes Payable	1,294.34	0.00	0				
	Desc:										
	2	100-10-2030		Payroll Taxes Payable	401.71	0.00	0				
	Desc:										
	3	100-30-2030		Payroll Taxes Payable	1,923.33	0.00	0				
	Desc:										
	4	100-50-2030		Payroll Taxes Payable	67.14	0.00	0				
	Desc:										
	5	200-00-2030		Payroll Taxes Payable	920.25	0.00	0				
	Desc:										
	6	600-00-2030		Payroll Taxes Payable	1,910.92	0.00	0				
	Desc:										
	7	601-00-2030		Payroll Taxes Payable	1,036.30	0.00	0				
	Desc:										
	8	602-00-2030		Payroll Taxes Payable	2,509.44	0.00	0				
	Desc:										
13857	5	Aflac	3	PR1455	Yes	2024	3		9/15/2023	9/15/2023	\$251.32
	Desc:	Payroll from 9/1/2023 to 9/15/2023									
	Line	Account Number			AP Amount	Liq Amount	Project	Task	Category		
	1	100-00-2030		Payroll Taxes Payable	20.56	0.00	0				
	Desc:										
	2	100-00-2055		Med/Life Insurance Payable	38.46	0.00	0				
	Desc:										
	3	100-30-2055		Med/Life Insurance Payable	4.61	0.00	0				
	Desc:										
	4	200-00-2030		Payroll Taxes Payable	11.06	0.00	0				
	Desc:										
	5	200-00-2055		Med/Life Insurance Payable	6.72	0.00	0				
	Desc:										
	6	600-00-2030		Payroll Taxes Payable	28.90	0.00	0				
	Desc:										
	7	600-00-2055		Med/Life Insurance Payable	29.57	0.00	0				
	Desc:										
	8	601-00-2030		Payroll Taxes Payable	6.86	0.00	0				
	Desc:										
	9	601-00-2055		Med/Life Insurance Payable	23.66	0.00	0				
	Desc:										
	10	602-00-2030		Payroll Taxes Payable	29.94	0.00	0				
	Desc:										
	11	602-00-2055		Med/Life Insurance Payable	50.98	0.00	0				
	Desc:										
13858	98	CIS	3	PR1455	Yes	2024	3		9/15/2023	9/15/2023	\$11,172.14
	Desc:	Payroll from 9/1/2023 to 9/15/2023									
	Line	Account Number			AP Amount	Liq Amount	Project	Task	Category		

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	1	100-00-2030		Payroll Taxes Payable			175.81		0.00	0	
	Desc:										
	2	100-00-2055		Med/Life Insurance Payable			1,313.09		0.00	0	
	Desc:										
	3	100-10-2030		Payroll Taxes Payable			22.35		0.00	0	
	Desc:										
	4	100-10-2055		Med/Life Insurance Payable			96.55		0.00	0	
	Desc:										
	5	100-30-2030		Payroll Taxes Payable			249.52		0.00	0	
	Desc:										
	6	100-30-2055		Med/Life Insurance Payable			1,383.34		0.00	0	
	Desc:										
	7	100-50-2030		Payroll Taxes Payable			12.21		0.00	0	
	Desc:										
	8	100-50-2055		Med/Life Insurance Payable			85.81		0.00	0	
	Desc:										
	9	200-00-2030		Payroll Taxes Payable			130.76		0.00	0	
	Desc:										
	10	200-00-2055		Med/Life Insurance Payable			986.60		0.00	0	
	Desc:										
	11	600-00-2030		Payroll Taxes Payable			301.16		0.00	0	
	Desc:										
	12	600-00-2055		Med/Life Insurance Payable			2,295.80		0.00	0	
	Desc:										
	13	601-00-2030		Payroll Taxes Payable			111.52		0.00	0	
	Desc:										
	14	601-00-2055		Med/Life Insurance Payable			862.06		0.00	0	
	Desc:										
	15	602-00-2030		Payroll Taxes Payable			384.88		0.00	0	
	Desc:										
	16	602-00-2055		Med/Life Insurance Payable			2,760.68		0.00	0	
	Desc:										
13859	189	Oregon PERS	3	PR1455	Yes	2024	3	9/15/2023	9/15/2023		\$7,930.40
	Desc:	Payroll from 9/1/2023 to 9/15/2023									
	Line	Account Number				AP Amount	Liq Amount	Project	Task	Category	
	1	100-00-2040		Retirement Payable		1,413.05	0.00	0			
	Desc:										
	2	100-30-2040		Retirement Payable		1,150.47	0.00	0			
	Desc:										
	3	200-00-2040		Retirement Payable		638.08	0.00	0			
	Desc:										
	4	600-00-2040		Retirement Payable		1,575.17	0.00	0			
	Desc:										
	5	601-00-2040		Retirement Payable		760.86	0.00	0			
	Desc:										
	6	602-00-2040		Retirement Payable		2,392.77	0.00	0			
	Desc:										
13860	190	Oregon Department of Jus	3	PR1455	Yes	2024	3	9/15/2023	9/15/2023		\$92.50
	Desc:	Payroll from 9/1/2023 to 9/15/2023									
	Line	Account Number				AP Amount	Liq Amount	Project	Task	Category	
	1	100-00-2050		Garnishments Payable		0.93	0.00	0			
	Desc:										
	2	200-00-2050		Garnishments Payable		0.93	0.00	0			
	Desc:										

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	3	600-00-2050		Garnishments Payable			9.25		0.00	0	
	Desc:										
	4	601-00-2050		Garnishments Payable			1.85		0.00	0	
	Desc:										
	5	602-00-2050		Garnishments Payable			79.54		0.00	0	
	Desc:										
13861	369	Ferguson Waterworks	3	1222673	Yes	2024	3	9/19/2023	9/30/2023		\$326.40
	Desc:	Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	600-00-6345		Operational Equipment & Re			326.40	0.00	0		
	Desc:	Operational Equipment & Repairs									
13862	369	Ferguson Waterworks	3	1222665	Yes	2024	3	9/19/2023	9/30/2023		\$676.88
	Desc:	Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	600-00-6345		Operational Equipment & Re			676.88	0.00	0		
	Desc:	Operational Equipment & Repairs									
13863	114	Rosenberg Builders Suppl	3	2309-994047	Yes	2024	3	9/19/2023	9/30/2023		\$24.10
	Desc:	Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	602-00-6135		Chemical/Lab Supplies			24.10	0.00	0		
	Desc:	Chemical/Lab Supplies									
13864	570	Correct Equipment, Inc	3	49833	Yes	2024	3	9/19/2023	9/30/2023		\$1,300.84
	Desc:	Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	600-00-6130		Customer Meters & Supplies			1,300.84	0.00	0		
	Desc:	Customer Meters & Supplies									
13865	855	AKS Engineering & Forest	3	8605-04-11	Yes	2024	3	9/19/2023	9/30/2023		\$10,341.75
	Desc:	Well - Project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	601-00-8400		Machinery & Equipment			10,341.75	0.00	6	1	EXP
	Desc:	Machinery & Equipment									
13866	981	Pacific Fab and Machine,	3	1104	Yes	2024	3	9/19/2023	9/30/2023		\$460.00
	Desc:	Evac container									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6870		Pre-Hazard Preparedness			460.00	0.00	0		
	Desc:	Pre-Hazard Preparedness									
13867	742	Jeff Naegeli's Tillamook PI	3	4078	Yes	2024	3	9/19/2023	9/30/2023		\$13,301.58
	Desc:	park bathroom									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-50-6995		Feasibility Studies / Projects			13,301.58	0.00	0		
	Desc:	Feasibility Studies / Projects									
13868	978	Willamette Cultural Resou	3	3766	Yes	2024	3	9/19/2023	9/30/2023		\$1,550.58
	Desc:	Patterson creek project									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-50-6995		Feasibility Studies / Projects			1,550.58	0.00	3	PATCRK	EXP
	Desc:	Feasibility Studies / Projects									
13869	562	Northstar Chemical	3	262248	Yes	2024	3	9/19/2023	9/30/2023		\$1,346.81
	Desc:	Supplies									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	601-00-6135		Chemical/Lab Supplies			1,346.81	0.00	0		
	Desc:	Chemical/Lab Supplies									
13870	414	Teninty & Son, Inc.	3	42867	Yes	2024	3	9/19/2023	9/30/2023		\$250.00
	Desc:	Restroom									
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category

A/P Control Report

for user asystadmin from 2024-3 to 2024-3

Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13879	831	Local Government Law Gr	3	67180	Yes	2024 3		9/21/2023	9/30/2023		\$3,078.00
		Desc:	Legal fees								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-30-6220		Legal Fees		2,044.50	0.00	0		
		Desc:	Legal Fees								
		2	100-70-6220		Legal Fees		188.00	0.00	0		1099
		Desc:	Legal Fees								
		3	100-90-6220		Legal Fees		23.00	0.00	0		1099
		Desc:	Legal Fees								
		4	200-00-6220		Legal Fees		822.50	0.00	0		1099
		Desc:	Legal Fees								
13880	346	H.D. Fowler	3	07932148	Yes	2024 3		9/21/2023	9/30/2023		\$1,176.46
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6130		Customer Meters & Supplies		1,176.46	0.00	0		
		Desc:	Customer Meters & Supplies								
13881	570	Correct Equipment, Inc	3	49902	Yes	2024 3		9/21/2023	9/30/2023		\$946.24
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	600-00-6130		Customer Meters & Supplies		946.24	0.00	0		
		Desc:	Customer Meters & Supplies								
13882	168	Backflow Valve Services	3	10372	Yes	2024 3		9/21/2023	9/30/2023		\$552.00
		Desc:	Backflow testing								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-30-6305		Building Repairs & Maintenan		69.00	0.00	0		
		Desc:	Building Repairs & Maintenance								
		2	602-00-6305		Building Repairs & Maintenan		368.00	0.00	0		
		Desc:	Building Repairs & Maintenance								
		3	600-00-6305		Building Repairs & Maintenan		92.00	0.00	0		
		Desc:	Building Repairs & Maintenance								
		4	601-00-6305		Building Repairs & Maintenan		23.00	0.00	0		
		Desc:	Building Repairs & Maintenance								
13883	70	EC Electric, Inc	3	251403	Yes	2024 3		9/21/2023	9/30/2023		\$8,900.00
		Desc:	Park bathroom electrical								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-50-8300		Improvements Other Than Bu		8,900.00	0.00	7	1	EXP
		Desc:	Improvements Other Than Buildings								
13884	544	Wave	3	106825901-0010	Yes	2024 3		9/21/2023	9/23/2023		\$766.00
		Desc:	Internet								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	
		1	100-10-6860		Computers/Software/Service		287.25	0.00	0		
		Desc:	Computers/Software/Services								
		2	100-30-6860		Computers/Software/Service		95.75	0.00	0		
		Desc:	Computers/Software/Services								
		3	600-00-6860		Computers/Software/Service		127.67	0.00	0		
		Desc:	Computers/Software/Services								
		4	601-00-6860		Computers/Software/Service		127.67	0.00	0		
		Desc:	Computers/Software/Services								
		5	602-00-6860		Computers/Software/Service		127.66	0.00	0		
		Desc:	Computers/Software/Services								
13885	133	USA Blue Book	3	237884	Yes	2024 3		9/21/2023	9/30/2023		\$248.50
		Desc:	Supplies								
		Line	Account Number		AP Amount		Liq Amount	Project	Task	Category	

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	1	602-00-6135		Chemical/Lab Supplies			-248.50		0.00	0	
		Desc: Chemical/Lab Supplies									
13886	133	USA Blue Book	3	349685	Yes	2024	3	9/21/2023	9/30/2023		\$1,340.00
		Desc: Supplies									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		602-00-6135			1,340.00	0.00	0		
		Desc: Chemical/Lab Supplies									
13888	133	USA Blue Book	3	57259	Yes	2024	3	9/21/2023	9/30/2023		\$171.13
		Desc: Supplies									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		602-00-6135			171.13	0.00	0		
		Desc: Chemical/Lab Supplies									
13889	975	Gary Frey	3	Reimb - 9/23	Yes	2024	3	9/21/2023	9/30/2023		\$965.00
		Desc: Supplies									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		100-10-6870			965.00	0.00	0		
		Desc: Pre-Hazard Preparedness									
13890	1005	Chris Jepson	3	Training - Reim	Yes	2024	3	9/21/2023	9/30/2023		\$19.90
		Desc: Fuel - Training									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		600-00-6410			6.63	0.00	0		
		Desc: Training									
		2		601-00-6410			6.63	0.00	0		
		Desc: Training									
		3		602-00-6410			6.64	0.00	0		
		Desc: Training									
13891	796	Pacific Office Automation	3	378529	Yes	2024	3	9/21/2023	9/30/2023		\$146.02
		Desc: Phone service									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		100-30-6620			146.02	0.00	0		
		Desc: Telecommunications									
13892	796	Pacific Office Automation	3	385090	Yes	2024	3	9/21/2023	9/30/2023		\$347.21
		Desc: phone service									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		100-30-6620			106.71	0.00	0		
		Desc: Telecommunications									
		2		100-10-6620			160.07	0.00	0		
		Desc: Telecommunications									
		3		600-00-6620			26.81	0.00	0		
		Desc: Telecommunications									
		4		601-00-6620			26.81	0.00	0		
		Desc: Telecommunications									
		5		602-00-6620			26.81	0.00	0		
		Desc: Telecommunications									
13893	1006	Susan Candello	3	Refund	Yes	2024	3	9/21/2023	9/30/2023		\$227.35
		Desc: Deposit refund - act 002798-002									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category
		1		600-00-6905			95.90	0.00	0		
		Desc: Deposit Refunds									
		2		602-00-6905			131.45	0.00	0		
		Desc: Deposit Refunds									
13894	1007	Majid Ganjifard	3	Refund	Yes	2024	3	9/21/2023	9/30/2023		\$542.10
		Desc: Deposit refund - act 001004-002									
		Line		Account Number			AP Amount	Liq Amount	Project	Task	Category

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	2	100-30-2040		Retirement Payable			1,150.47		0.00	0	
	Desc:										
	3	200-00-2040		Retirement Payable			638.08		0.00	0	
	Desc:										
	4	600-00-2040		Retirement Payable			1,575.17		0.00	0	
	Desc:										
	5	601-00-2040		Retirement Payable			760.86		0.00	0	
	Desc:										
	6	602-00-2040		Retirement Payable			2,392.77		0.00	0	
	Desc:										
13900	190	Oregon Department of Jus	3	PR1456	Yes	2024	3	9/30/2023	9/30/2023		\$92.50
	Desc: Payroll from 9/16/2023 to 9/30/2023										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-00-2050		Garnishments Payable			0.93	0.00	0		
	Desc:										
	2	200-00-2050		Garnishments Payable			0.93	0.00	0		
	Desc:										
	3	600-00-2050		Garnishments Payable			9.25	0.00	0		
	Desc:										
	4	601-00-2050		Garnishments Payable			1.85	0.00	0		
	Desc:										
	5	602-00-2050		Garnishments Payable			79.54	0.00	0		
	Desc:										
13901	70	EC Electric, Inc	3	252099	Yes	2024	3	9/27/2023	9/30/2023		\$5,956.86
	Desc: Watt family park										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6870		Pre-Hazard Preparedness			5,956.86	0.00	0		
	Desc: Pre-Hazard Preparedness										
13902	741	North Coast Door Compan	3	31885	Yes	2024	3	9/27/2023	9/30/2023		\$3,019.50
	Desc: Building repair / maint										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	600-00-6305		Building Repairs & Maintenan			1,006.50	0.00	0		
	Desc: Building Repairs & Maintenance 1099										
	2	601-00-6305		Building Repairs & Maintenan			1,006.50	0.00	0		
	Desc: Building Repairs & Maintenance 1099										
	3	602-00-6305		Building Repairs & Maintenan			1,006.50	0.00	0		
	Desc: Building Repairs & Maintenance 1099										
13903	999	Hannah Rosenbohm	3	Reimb-Sept 202	Yes	2024	3	9/27/2023	9/30/2023		\$181.25
	Desc: Reimb for EMS license										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-30-6290		Other Professional Fees			181.25	0.00	0		
	Desc: Other Professional Fees										
13904	886	Richard Coit	3	2058	Yes	2024	3	9/27/2023	9/30/2023		\$60.00
	Desc: Computers										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6860		Computers/Software/Service			60.00	0.00	0		
	Desc: Computers/Software/Services 1099										
13905	727	Impact Office Systems	3	imp863-c286-1-i	Yes	2024	3	9/27/2023	9/30/2023		\$295.98
	Desc: Copies										
	Line	Account Number					AP Amount	Liq Amount	Project	Task	Category
	1	100-10-6105		Office Supplies & Equipment			295.98	0.00	0		
	Desc: Office Supplies & Equipment 1099										

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
13906	120	Seawestern	3	INV26241	Yes	2024 3		9/27/2023	9/30/2023		\$3,388.60
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6350	Personal Protective Equipme	3,388.60	0.00	0				
		Desc: Personal Protective Equipment									
13907	114	Rosenberg Builders Suppl	3	2309-992640	Yes	2024 3		9/27/2023	9/30/2023		\$21.59
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6990	Other Miscellaneous Expens	21.59	0.00	0				
		Desc: Other Miscellaneous Expenses									
13908	956	911 Supply Public Safety	3	INV-1-36194	Yes	2024 3		9/27/2023	9/30/2023		\$78.45
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6350	Personal Protective Equipme	78.45	0.00	0				
		Desc: Personal Protective Equipment									
13909	120	Seawestern	3	INV26271	Yes	2024 3		9/27/2023	9/30/2023		\$775.40
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6350	Personal Protective Equipme	775.40	0.00	0				
		Desc: Personal Protective Equipment									
13910	483	L.N. Curtis and Sons	3	INV744282	Yes	2024 3		9/27/2023	9/30/2023		\$467.40
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6345	Operational Equipment & Re	467.40	0.00	0				
		Desc: Operational Equipment & Repairs									
13911	758	Great Western States Sup	3	12089	Yes	2024 3		9/27/2023	9/30/2023		\$171.04
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6990	Other Miscellaneous Expens	171.04	0.00	0				
		Desc: Other Miscellaneous Expenses									
13912	177	Cascade Fire Equipment C	3	INV7509	Yes	2024 3		9/27/2023	9/30/2023		\$606.82
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6350	Personal Protective Equipme	606.82	0.00	0				
		Desc: Personal Protective Equipment									
13913	122	Sheldon Oil	3	INV-093810	Yes	2024 3		9/27/2023	9/30/2023		\$81.59
		Desc: Fuel									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6140	Fuel/Lubes/Etc.	81.59	0.00	0				
		Desc: Fuel/Lubes/Etc.									
13914	882	PSI	3	7823	Yes	2024 3		9/27/2023	9/30/2023		\$277.50
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6990	Other Miscellaneous Expens	277.50	0.00	0				
		Desc: Other Miscellaneous Expenses									
13915	882	PSI	3	8238	Yes	2024 3		9/27/2023	9/30/2023		\$390.00
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			
		1	100-30-6990	Other Miscellaneous Expens	390.00	0.00	0				
		Desc: Other Miscellaneous Expenses									
13916	882	PSI	3	8115	Yes	2024 3		9/27/2023	9/30/2023		\$1,932.50
		Desc: Supplies									
		Line	Account Number	AP Amount	Liq Amount	Project	Task	Category			

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
		1 100-30-6990		Other Miscellaneous Expens			1,932.50		0.00	0	
		Desc: Other Miscellaneous Expenses									
13917	956	911 Supply Public Safety	3	INV-1-35852	Yes	2024 3		9/27/2023	9/30/2023		\$92.70
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-30-6350	Personal Protective Equipme			92.70	0.00	0		
		Desc: Personal Protective Equipment									
13918	177	Cascade Fire Equipment C	3	INV7010	Yes	2024 3		9/27/2023	9/30/2023		\$68.08
		Desc: Supplies									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-30-6350	Personal Protective Equipme			68.08	0.00	0		
		Desc: Personal Protective Equipment									
13920	523	North Coast Lawn	3	85363	Yes	2024 3		9/27/2023	9/30/2023		\$1,685.00
		Desc: Lawn maint									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-10-6311	Contracted Ground Maintena			217.50	0.00	0		
		Desc: Contracted Ground Maintenance									
		2	100-50-6311	Contracted Ground Maintena			1,250.00	0.00	0		
		Desc: Contracted Ground Maintenance									
		3	600-00-6311	Contracted Ground Maintena			217.50	0.00	0		
		Desc: Contracted Ground Maintenance									
13921	315	Tillamook Complete Janito	3	2022	Yes	2024 3		9/27/2023	9/30/2023		\$915.00
		Desc: Janitorial									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-10-6830	Janitorial Services			615.00	0.00	0		
		Desc: Janitorial Services									
		2	600-00-6830	Janitorial Services			100.00	0.00	0		
		Desc: Janitorial Services									
		3	601-00-6830	Janitorial Services			100.00	0.00	0		
		Desc: Janitorial Services									
		4	602-00-6830	Janitorial Services			100.00	0.00	0		
		Desc: Janitorial Services									
13922	122	Sheldon Oil	3	INV-095503	Yes	2024 3		9/27/2023	9/30/2023		\$179.67
		Desc: Fuel									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	100-30-6140	Fuel/Lubes/Etc.			179.67	0.00	0		
		Desc: Fuel/Lubes/Etc.									
13923	208	USPS	3	Bulk mailing	Yes	2024 3		9/27/2023	9/27/2023		\$310.00
		Desc: bulk mailing fee subscription									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	600-00-6105	Office Supplies & Equipment			103.33	0.00	0		
		Desc: Office Supplies & Equipment									
		2	601-00-6105	Office Supplies & Equipment			103.33	0.00	0		
		Desc: Office Supplies & Equipment									
		3	602-00-6105	Office Supplies & Equipment			103.34	0.00	0		
		Desc: Office Supplies & Equipment									
13924	145	U.S. Bank	3	Sep 2023 Visa	Yes	2024 3		9/5/2023	9/25/2023		\$18,217.64
		Desc: Visa bill									
		Line	Account Number				AP Amount	Liq Amount	Project	Task	Category
		1	200-00-6335	Vehicle Repairs & Maintenan			1,529.60	0.00	0		
		Desc: Vehicle Repairs & Maintenance									
		2	600-00-6335	Vehicle Repairs & Maintenan			1,529.60	0.00	0		
		Desc: Vehicle Repairs & Maintenance									

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	30	100-10-6405		Dues & Subscriptions			15.99		0.00	0	
	Desc:	Dues & Subscriptions									
	31	100-10-6105		Office Supplies & Equipment			40.13		0.00	0	
	Desc:	Office Supplies & Equipment									
	32	100-50-8300		Improvements Other Than Bu			129.80		0.00	0	
	Desc:	Improvements Other Than Buildings									
	33	100-30-6105		Office Supplies & Equipment			139.22		0.00	0	
	Desc:	Office Supplies & Equipment									
	34	100-30-6105		Office Supplies & Equipment			441.57		0.00	0	
	Desc:	Office Supplies & Equipment									
	35	100-30-6115		First Aid Supplies			399.95		0.00	0	
	Desc:	First Aid Supplies									
	36	100-30-6115		First Aid Supplies			399.95		0.00	0	
	Desc:	First Aid Supplies									
	37	100-30-6410		Training			26.47		0.00	0	
	Desc:	Training									
	38	100-30-6305		Building Repairs & Maintenan			41.16		0.00	0	
	Desc:	Building Repairs & Maintenance									
	39	100-30-6305		Building Repairs & Maintenan			588.62		0.00	0	
	Desc:	Building Repairs & Maintenance									
	40	100-30-6410		Training			57.33		0.00	0	
	Desc:	Training									
	41	100-30-6305		Building Repairs & Maintenan			354.90		0.00	0	
	Desc:	Building Repairs & Maintenance									
	42	100-30-6105		Office Supplies & Equipment			511.56		0.00	0	
	Desc:	Office Supplies & Equipment									
	43	100-30-6140		Fuel/Lubes/Etc.			98.99		0.00	0	
	Desc:	Fuel/Lubes/Etc.									
	44	100-30-6620		Telecommunications			34.99		0.00	0	
	Desc:	Telecommunications									
	45	100-30-6115		First Aid Supplies			1,009.75		0.00	0	
	Desc:	First Aid Supplies									
	46	100-30-6105		Office Supplies & Equipment			186.89		0.00	0	
	Desc:	Office Supplies & Equipment									
	47	100-30-6830		Janitorial Services			89.55		0.00	0	
	Desc:	Janitorial Services									
	48	100-30-6990		Other Miscellaneous Expens			54.00		0.00	0	
	Desc:	Other Miscellaneous Expenses									
	49	100-30-6620		Telecommunications			68.12		0.00	0	
	Desc:	Telecommunications									
	50	100-30-6990		Other Miscellaneous Expens			1,673.67		0.00	0	
	Desc:	Other Miscellaneous Expenses									
	52	600-00-6405		Dues & Subscriptions			7.99		0.00	0	
	Desc:	Dues & Subscriptions									
	53	100-10-6105		Office Supplies & Equipment			466.44		0.00	0	
	Desc:	Office Supplies & Equipment									
	54	100-30-6405		Dues & Subscriptions			14.99		0.00	0	
	Desc:	Dues & Subscriptions									
	55	100-30-6410		Training			104.00		0.00	0	
	Desc:	Training									
	56	100-30-6350		Personal Protective Equipme			225.00		0.00	0	
	Desc:	Personal Protective Equipment									
	57	100-30-6405		Dues & Subscriptions			2.99		0.00	0	
	Desc:	Dues & Subscriptions									

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Trans	Vendor	Name	Bank ID	Invoice	Posted	Fiscal Period	PO Nbr	Invoice Date	Due Date	Discount Date	Amount
	58	100-30-6115		First Aid Supplies			399.95		0.00	0	
	Desc:	First Aid Supplies									

Fund 100 Total	81,574.32	0.00
Fund 200 Total	9,128.51	0.00
Fund 600 Total	26,942.87	0.00
Fund 601 Total	27,027.48	0.00
Fund 602 Total	29,958.80	0.00
Grand Total	174,631.98	0.00

**CITY OF BAY CITY
RESOLUTION NO. 2023-020**

A RESOLUTION ADOPTING A FIREWISE ACTION PLAN FOR THE CITY OF BAY CITY

1. WHEREAS, the City of Bay City is committed to preparing the City, its residents, and neighboring communities for disasters and hazards; and
2. WHEREAS, the Bay City Emergency Volunteers have a working subgroup committed to mitigating wildfire and fire mitigation issues; and
3. WHEREAS, the Tillamook County Multi-Jurisdictional Natural Hazards Mitigation Plan rates Bay City as “High” on a low, moderate, high scale for Wildfire Risk; and
4. WHEREAS, a Wildfire Risk Assessment for the City of Bay City completed in 2023 provides a risk assessment for zones within the City, as well as recommendations to reduce wildfire risk in those zones; and
5. WHEREAS, the City of Bay City supports the update of the Tillamook County Community Wildfire Protection Plan, coordinated by the Tillamook County Director of Emergency Management; and
6. WHEREAS, the City of Bay City and the Bay City Emergency Volunteers are interested in improving wildfire prevention measures in Bay City and surrounding areas through participation in the Firewise USA program; and
7. WHEREAS, the Bay City Fire Department has developed a Fuel Mitigation Plan for implementation in the City; and
8. WHEREAS, this Fire Action Plan is consistent with the forementioned activities and goals, and provides direction to achieve those goals.
9. NOW THEREFORE, the City of Bay City hereby adopts the Firewise Action Plan.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 10th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 10th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder



Bay City

Firewise Action Plan



FIREWISE USA™
Residents reducing wildfire risks

Firewise Bay City is organized under the direction of the Bay City Emergency Volunteers (BCEV). NFPA's Firewise Communities Program is intended to serve as a resource for organizations and communities who are working toward a common goal: Reduce the loss of lives, properties and resources to wild land fire, by building and maintaining communities in a way compatible with our natural surroundings.

The Firewise Community's goal is to promote community wide participation to achieve that goal. Updated information on how Firewise "saves" can be found on the Firewise website at www.firewise.org.

BCEV is taking the steps toward recognition as a Firewise Community. Step One is to conduct a Wildfire Risk Assessment that was completed February 2023 by Oregon Natural Forestry, LLC. Step Two is to produce an Action Plan that is reviewed and updated at least every three years. Step Three is to execute that action. No other steps are required if the greater community cannot recognize the importance of participating in Wildfire Reduction

Year One – 2023

1. Public outreach via email, regular mail and local news sources. Mail at least one yearly newsletter. Provide educational materials, brochures, forms for tracking work, meeting schedules and most importantly participation opportunities. The first year should be the most difficult, as many residents and landowners do not understand the terms and definitions involving Wildfire mitigation.
2. Encourage all community members to sign up for the County's Emergency Notification System.
3. BCEV has a web page at www.bcevor.org. Develop a drop-down menu to access information pertaining to Firewise.



4. Be active on the local Facebook pages promoting Bay City Firewise.
5. Develop a streamlined reporting system for reporting Firewise investments, be it hours or money spent.
6. Recruit community members to become Defensible Space Advisors. Recruit for a trained Wildfire Mitigation Specialist within the Fire Department.
7. Encourage committee participation.
8. Offer defensible space inspections to all landowners.
9. Plan at least one Vegetation Removal Day for community participation. Keep track of dollars spent and/or hours worked.
10. Coordinate with local Fire Department to identify the first critical locations that require mitigation.
11. Contact the local PUD and explain our program and ask them to become more proactive in right of way clearing.
12. Contact County Community Development Manager and encourage building code updates to reduce structure fires from wildfires.
13. If all criteria are met, file paperwork for recognition as a Firewise Community with ODF's National Fire Plan Coordinator (Christi Shaw).

Year Two – 2024

1. Continue public outreach from Year One. Identify successful types of outreach and focus on those, eliminate non-productive effort.
2. Check to insure the most current information is available on BCEV website.
3. Analyze which Facebook pages, if any, are successful in reaching property owners. Pursue the successful ones, and drop the unsuccessful.
4. Check activity of Defensible Space Advisors and Wildfire Mitigation Specialist.
5. Continue defensible space inspections.
6. Plan at least one Vegetation Removal day for community participation. Keep track of dollars spent and/or hours worked.



7. Coordinate with local Fire Department to identify second critical locations that require mitigation.
8. Stay in contact with local PUD.
9. Contact County Community Development Manager and encourage building code updates to reduce structure fires from wildfires.
10. If all criteria are met, file paperwork for recognition as a Firewise Community with ODF's National Fire Plan Coordinator (Christi Shaw).

Year Three – 2025

1. Continue public outreach from prior two years and drill down on successful types of outreach.
2. Check BCEV website information for accuracy.
3. Continue Facebook postings, if proven successful.
4. Check activity of Defensible Space Advisors and Wildlife Mitigation Specialist.
5. Continue defensible space inspections.
6. Plan at least one Vegetation Removal Day for community participation. Keep track of dollars spent and/or hours worked.
7. Coordinate with local Fire Department to identify third critical locations that require mitigation.
8. Stay in contact with local PUD.
9. Contact County Community Development Manager and encourage building code updates to reduce structure fires from wildfires.
10. If all criteria are met, file paperwork for recognition as a Firewise Community with ODF's National Fire Plan Coordinator (Christi Shaw).



Community Collaboration:

Jennifer Warren
Fire Risk Reduction Specialist
Office of State Fire Marshals
503-979-6625 Mobile
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Christie Shaw
Firewise USA State Liaison
National Fire Plan Coordination at the Oregon Department of Forestry
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Sarah Absher, CFM
Director/Building Official
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sabsher@co.tillamook.or.us

**CITY OF BAY CITY
RESOLUTION NO. 2023-021**

A RESOLUTION ESTABLISHING FEES FOR THE USE OF THE RV DUMP STATION IN
BAY CITY

1. WHEREAS, construction is nearing completion on an RV Dump Station, in association with the Sanitary Sewer Lift Station; and
2. WHEREAS, the City Council typically sets fees for the use of such facilities.
3. NOW THEREFORE, the City of Bay City establishes the following fees for use of the dump station:
 - a. \$10 per discharge of wastewater from a standard recreational vehicle.
 - b. \$150 for theft-of-service charge for non-payment for use of this facility.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 10th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 10th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder

**CITY OF BAY CITY
RESOLUTION NO. 2023-022**

A RESOLUTION ADOPTING A FLEET POLICY FOR THE CITY OF BAY CITY

1. WHEREAS, the City of Bay City owns and maintains vehicles and equipment for use in city operations; and
2. WHEREAS, the 2021-2022 Risk Management Review, updated for FY2022-2023, identified the need for a Fleet Policy; and
3. WHEREAS, the Fleet Policy & Guidelines has been developed as an implementation tool in line with the above.
4. NOW THEREFORE, the City of Bay City hereby adopts the Fleet Policy & Guidelines, and instructs the City Manager to review this policy at least every three years, and make updates as appropriate.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 10th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 10th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder



THE PEARL OF TILLAMOOK BAY

City of Bay City, Oregon Fleet Policy & Guidelines

Approved by City Council on October 10, 2023

City of Bay City, Oregon, Fleet Policy

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Definitions

- A. "Vehicles and Equipment" includes, but is not limited to, motorized mowers, electric and hybrid vehicles, sedans, vans, SUVs, light-, medium- and heavy-duty trucks, heavy equipment, trailers, motorcycles, and other specialized equipment, including all Fire Apparatus.

Summary

Policy Purpose Statement: The Fleet Policy document outlines the methodologies, policies and framework with which the City of Bay City, Oregon, provides oversight and makes recommendations in all areas of fleet. This policy pertains to the acquisition, maintenance, operation and disposal of City fleet assets, as well as the responsibilities and conduct required by employees operating City vehicles and equipment. The purpose of this policy is to provide clarity and consistency in the application and administration of the City's fleet, with the objective of following best practices and achieving operational efficiencies throughout the City-wide fleet program, consistent with established City goals.

Policy Scope: The fleet policy applies to City owned, rentals, leases, donations, loans, seized and demonstrator vehicles and equipment and all employees, temporary workers, volunteers or others operating City vehicles and equipment for City business purposes. City vehicles and equipment should only be used for official City business and specifically exempted uses cited below.

1.0 Vehicle Operators:

City personnel who do not have a current, valid driver's license shall not operate any vehicle owned or leased by the City in locations where a driver's license is required. Personnel operating any vehicle in the course and scope of their work at the City shall have and maintain an insurable driving record. The City and all employees shall comply with Oregon OSHA rules for operating and riding on motor vehicles. Employees with an unacceptable driving record are prohibited from operating and City-owned vehicle and/or operating any vehicle for official City business.

Any employee designated by the Oregon Department of Motor Vehicles (DMV) as a Habitual Offender (OAR 735-064-0220) shall not be allowed to operate a motor vehicle for official City business, regardless of vehicle ownership. An employee whose position has operation of a commercial motor vehicle as an essential function shall be terminated following six months of designation as a Habitual Offender unless the designation is removed by Oregon DMV.

2.0 Appearance Standards

The care and appearance of the City's fleet assets should reflect the high standards established by the City and maintained in accordance with the style and character developed and outlined in *Bay City's Logo Branding & Guidelines (March 2023)*. Maintaining a consistent standard of appearance in the way the City is represented is crucial in consistently communicating the City's core values.

2.1 Logos

All vehicles used for normal City business will receive a logo unless specifically exempted.

1. All City logos are specifically designed and approved in accordance with the *City of Bay City Logo Branding & Guidelines*. Any other markings on City vehicles and equipment are not allowed, unless approved by the City Manager.
2. Fleet staff will coordinate the application of all logos on City owned vehicles. Fleet staff should be contacted for logo application on any new City vehicle, as well as the repair or replacement of existing logos on City owned vehicles.
 - a. Removal of official Bay City logos from City owned vehicles is only permitted with supervisor approval and direction.
3. Logo application on newly acquired vehicles will be paid using capital funds allocated for fleet acquisition.
4. Replacement logos will be paid for as part of the Vehicle Maintenance Program or through Risk Management if replacement is due to an accident.

2.2 Alternative Markings

Other markings such as, but not limited to, pictures, symbols, flags, advertisements, decorations, slogans, or other forms of messaging are not allowed unless specifically approved by the City Manager. The display of the United States Flag is allowed and must be applied or removed by Fleet Operations personnel. The location of the United States Flag will be determined by Fleet personnel

based on the vehicle type and its use, and will be placed such that it does not interfere with the safe and efficient operation of the vehicle. For most vehicles, the size of the flag marking will be roughly 3"x5" and will reflect traditional configuration and coloring.

2.3 Care and Treatment of City Vehicles

The care and treatment of City vehicles and equipment are highly valued. Vehicles and equipment shall be kept clean, organized, and free from clutter in order to provide a safe environment while they are being operated.

1. City property such as laptops and cellular devices should not be left unattended in City vehicles, unless they are used as part of the employee's regular job class duties. If these devices are to be left in a vehicle as part of your job duties all feasible efforts should be taken to keep the devices safe from theft or damage.
2. City vehicles should be handled with a high standard of care and consideration not to cause any cosmetic or mechanical damage to the vehicle, as one would care for any other City asset. City assets should not be intentionally broken or damaged. It is the driver's responsibility to inspect the vehicle prior to driving it. The intensity of the inspection is directly related to the complexity of the vehicle. At minimum on a sedan a 360 degree walk around is required, looking for damaged, soiled, missing, or loose items. With more complex vehicles and equipment a complete check of fluids, grease points, safety equipment, suspension, and etc. are necessary. Any deficiencies should be reported to a supervisor.
3. Should a City vehicle or other equipment be damaged in any way other than a driving accident or collision, that damage shall be reported to your supervisor so that it may be scheduled for repair. In the event of an accident, see Accident Procedures 3.7 below.
4. New paint and any refurbishing of vehicles will be done at the department head's discretion and be paid out of the Vehicle Maintenance Program.

3.0 Operational Standards and Conduct

The City strives to maintain the highest standard of municipal services. The presentation of the City's people and assets should represent that standard, both in how the City operates and in the conduct of the City's employees. The City expects each employee to drive in a safe and courteous manner any time they are operating a City vehicle or performing service for the City while driving. The attitude employees take when behind the wheel is the single most important factor in driving safely. City employees are responsible for all motor vehicle violations on or off the job, regardless if in a personal or City owned vehicle, and it is their responsibility to report them to their supervisor.

3.1 Vehicle Idling

Employees shall not idle City vehicles or equipment unless absolutely necessary. This will improve engine life, reduce fuel costs, reduce vehicle emissions, and improve health and safety of employees and the community. Departments shall ensure employees:

1. Limit idle time of diesel-powered vehicles to no more than 5 minutes during warm-up, gasoline-powered vehicles to no more than 1 minute during warm-up, and at times when the vehicle is being restarted after a prolonged period of shut down because that result is a similar condition to initial shift warm-up.
2. Not unnecessarily idle diesel vehicles more than 3 minutes or gasoline vehicles more than 1 minute when vehicle is stopped for a foreseeable period of time.
3. Allow appropriate time for cool-down of diesel vehicles prior to shutting them off, not to exceed 3 minutes.
4. Restrict idle time to less than 1 minutes for gasoline vehicles making frequent and multiple stops.

This rule does not apply to the following, though limiting idling is encouraged in these situations as well:

1. Circumstances where the following may be compromised if the engine in any motor vehicle is turned off: The health and safety of City employees, vehicles involved in emergency response, the safe and efficient use of vehicles and tools, or the wise use of City resources.
2. Situations where engine power is necessary for an associated power need such as, but not limited to, electrical or hydraulic power generation, inverter or tool use, hoist, winch, lift gate or boom operation, or with the extended operation of flashers.
3. Exceeding any idle limit for the purpose of defogging, defrosting, or de-icing windows. Idling must end once fog, frost, or ice conditions have been eliminated. When window ice or frost conditions are present, ice or frost shall be removed from windows with a scraper.
4. Idling a vehicle for up to 15 minutes for the purpose of getting warm, cooling down and/or dry if indoor accommodations are not available in the immediate work area. Adequate ventilation must be present.
5. Testing, servicing, or inspecting City vehicles or equipment by repair staff.
6. While in traffic, at traffic control devices, and any other condition that may be deemed a safety hazard to shut off the engine.

3.2 Driving While Impaired

For the comprehensive City policy regarding all alcohol and drug related policies, see Employee Handbook.

1. Employees are required to report to work in appropriate mental and physical condition. Illegal or unauthorized use or consumption of alcohol, drugs, or controlled substances, including improper use of prescription medications, while conducting City business is prohibited.
2. An employee who consumes beverages containing alcohol within four hours before or while conducting City business is at risk of violating City policy.
3. Disciplinary action may be taken for a positive Blood Alcohol Concentration (BAC) test result of 0.01% or greater, or at any time when the ability to safely perform all the functions of the job at the same level of efficiency and productivity as when substances are not present in the body has been impaired.
4. Additional restrictions and requirements apply to Commercial Driver License (CDL) holders. Pursuant to the Mandatory Drug and Alcohol Testing Program Policy for Commercially Licensed Drivers, all City employees that apply to this program must comply with City policy.

3.3 Licensing and Certification Requirements

1. All vehicle registration and licensing will be performed by the appropriate department upon the City's acquisition of the vehicle.
2. All City vehicles that receive a logo will receive Oregon exempt plates with the exception of Fire apparatus or equipment that is otherwise exempt (eg. Mowers).
3. All vehicles that are required by the State of Oregon to be titled, will be titled to City of Bay City, PO Box 3309, Bay City, Oregon. All City vehicle and applicable equipment titles/certificates of origin will be held by the City Recorder.
4. The employee operating the vehicle must have a valid driver's license, appropriate to the vehicle being operated in the State of Oregon, plus any designation required by the operating division. A deficient driving record or failure to comply with this Policy may result in the supervisor of the employee assigning other duties that do not require any driving.
5. An unacceptable driving record is conviction on more than three moving violations in any twelve-month period, or conviction for reckless driving, driving under the influence, failure to perform the duties of a driver after a collision, or attempting to elude a peace officer. Revocation of driver's license and suspension of driver's license also prohibit operation of a City vehicle or operating a vehicle on official City business for the duration of the revocation or suspension.
6. Employees are responsible for notifying their supervisor, when assigned to a driving duty, that they are not properly licensed and certified to operate the respective vehicle and or equipment.
7. Any driver whose license, certification, and/or endorsement is revoked or suspended is required to immediately discontinue operation of City vehicles and use of personal vehicles on City business and immediately notify their supervisor. Failure to do so may result in disciplinary action, up to and including termination of employment.

3.4 Taking a City Vehicle Home

1. Per Internal Revenue Service (IRS) regulations and City policy, vehicle take-home privileges are prohibited and restricted to non-taxable assignment, unless explicitly authorized by the City Manager. If authorized the employee will be charged the IRS rate for fringe benefits.
 - a. Non-taxable take-home use of City vehicles includes;
 - i. Fire vehicles as defined by the IRS under Qualified Non-personal Use Vehicles. Clearly marked as Fire vehicles.
 - ii. Situations in which an employee is reporting to a temporary work site and such accommodation provides a benefit to the City.
 - iii. Employee on-call for job assignment or City business.

- b. Personal Use of a take home City Vehicle is strictly prohibited and against IRS regulations and will result in nullifying the non-taxable status.

3.5 Restrictions on Use of City Vehicles

1. Use of City vehicles must be in accordance with City policy. Inappropriate use of City vehicles may result in disciplinary action appropriate for the circumstances, up to and including termination.
2. Personal use of City vehicles or equipment is not permitted. Use of City vehicles or equipment for other than City business is considered personal use. Personal use is considered to be a taxable benefit under the Income Tax Act.
 - a. Use of City vehicles for lunch periods and breaks over the course of a standard work day is permitted in City vehicles and does not qualify as “personal use” for the purposes of restrictions on use and taxation. Employees should avoid parking at establishments that don’t reflect well in the public’s eyes of a representative of the City.
3. Use or occupation of City vehicles by non-City employees, including animals, are prohibited unless specifically exempted by Department Director or City Manager. Emergency situations may arise that would require non-City employees to occupy City vehicles. Non-City employee occupation of City vehicles is permitted in case of emergencies.
4. The City is not responsible for loss, theft, or damage to any personal property while carried or left in a City vehicle or equipment unit.
5. Subject to a few narrow exceptions for emergency or public safety purposes, the use of City Vehicles while using a phone, tablet, or computer is prohibited.
6. Weapons are not allowed in City vehicles.
7. Tobacco products, Smoking/ Vaping is not allowed in City Vehicles.

3.6 Use of Personal Vehicle for City Business

1. Employees who travel on City business are encouraged to use City vehicles. When use of City vehicles is not practical, use of personal vehicles is permitted.
2. When an employee uses a personal vehicle for City business, the employee is eligible for mileage reimbursement up to the standard mileage rate established by the Internal Revenue Service (IRS). All expense reports must be approved and signed off by a manager, along with documentation of mileage and submitted to accounts payable for reimbursement. Tolls and parking fees also qualify as reimbursable expenses when said fees are incurred while on City business.
3. Any employee driving a personal vehicle on City business must maintain auto insurance on any or all personal vehicles being driven on City business.

3.7 Accident Procedures

1. Call 9-1-1 and report that a City vehicle has been involved in an accident and request they send law enforcement in addition to any medical assistance that may be necessary.
2. As soon as appropriate and practical, notify driver supervisor.
3. Follow all instructions from driver's supervisor for moving the vehicle from the scene, as well as any additional steps deemed necessary by the supervisor.
4. Complete the forms in the accident packet located in the vehicle's glove box.
5. Supervisors will arrange for photos of the damage and determine the best approach for repairs.
6. If required, the vehicle will be sent to a body shop for evaluation and a repair cost estimate.
7. Supervisors will work together to determine the disposition of the vehicle.

4.0 Vehicle Maintenance and Repair

All City vehicles should be serviced according to the manufacturer's recommendations. No vehicle shall be used that has not been serviced for twenty-five (25%) beyond the manufacturer's recommended interval. This rule is suspended during declared emergencies and post-emergency recovery, provided the department head determines it is necessary to complete the mission.

4.1 Repair and Maintenance

1. The Department, or the driver that the vehicle is assigned to, is responsible for scheduling and maintaining all vehicle repairs and routine maintenance through a third-party vendor specifically authorized and designated by the City.
2. When possible, routine maintenance shall be scheduled with the greatest operational needed going first. In the event preventative maintenance is not practical due to operational needs, a rental vehicle/equipment may be considered. Vehicles and equipment requiring repairs due to an out-of-service condition shall be scheduled for maintenance after emergency operational need is completed.
3. Non-City personnel are authorized to occupy and operate City owned vehicles and equipment for the purpose of transport, diagnosis, and repair.

4.2 Modifications

1. No unauthorized modifications will be done to any City vehicle without the express authorization of the City Manager.

5.0 Vehicle Procurement New/ Replacement

5.1 Acquiring Vehicles and Equipment

1. Department Managers and the City Manager will work together with the Purchasing Department and Finance to:
 - Identify the need for the asset
 - Determine the best available option for both fuel efficiency and for use of non-fossil fuels
 - Budget for the asset during the budget process and include an explanation of any vehicle that is not the best low- or non-fossil fuel option as compared to the best option
 - Detail the required specifications
 - i. Purchase an electric option, unless operational or cost limitations are fully justified to acquire a non-electric option.
 - Confirm the financing
 - Complete the selection and acquisition of the asset
 - Ready the vehicle for operation

5.2 Rental Vehicles

When City-owned vehicles/equipment are not available or the right application for special projects, seasonal work, or to augment the existing Fleet in peak work load and it is necessary to rent vehicles/equipment, the Department make a request to rent additional vehicles/equipment in writing (i.e.; email or form). The information needed for the request will be the type of vehicle/ equipment needed, duration of rental, delivery location, onsite contact information if being delivered directly to a job site, and a billing code to charge the rental to. Rentals are not to exceed 6 months in duration, unless authorized by the City Manager.

6.0 Fleet Replacement

The City Manager shall work with City Departments to purchase vehicles and equipment that conform to City standardized specifications.

6.1 Vehicle Replacement

Many factors are considered when evaluating vehicle and equipment replacements. Various operational and departmental nuances are factored into replacement decisions, in addition to the standardized criteria-based evaluation defined in 5.3. The nature and application of emergency response vehicles

requires a shorter useful life to ensure the highest level of operation, as compared to the useful life of general administration fleet vehicles.

6.2 Useful Life

The useful life of the fleet unit/vehicle will be determined based on a combination of performance capacity limitations and department operational requirements.

6.3 Replacement Criteria

The following five areas of consideration will serve as the primary criteria for making Fleet Vehicles and Equipment replacement decisions.

- Age of vehicle
- Vehicle mileage and or use.
- Overall performance condition
- Safety/legal requirements, risks and standards
- General review & assessment

6.4 Fleet Disposal

City vehicles that have exceeded their operational life will be sold at public auction in accordance with state of Oregon Surplus property rules. Vehicles may be donated to qualifying government agency or non-profit at the discretion of City Council, and no surplus value will be realized. If donating to another entity general guidance is that the vehicle or piece of equipment will be going to a local partnering entity that could provide support to the City of Bay City if needed.

6.5 Department Nuances

Fire: Emergency response vehicles require a higher standard of operational integrity. These vehicles are more costly than the typical fleet vehicles and therefore a standard replacement schedule of 15-20 years applies to fire apparatus. Additionally a back up line of vehicles are available for rotation in a back up designation, which adequately supports a 15 year lifecycle.

Water: Specialized equipment ranges from 5 to 12 years

Public Works: Specialized equipment ranges from 5 to 12 years

General Fleet: General Fleet has an approximate 10 year range.

6.6 Vehicle and Equipment Lifecycle Criteria

Fleet Unit Category	Anticipated Useful Life	Mileage/ Hours Criteria
Trailers	12 Years	N/A
Fire Engine	15 Years	8,000 hours
Aerial Truck	15 Years	8,000 hours
Rescue	15 Years	8,000 hours
Brush Rig	15 Years	50,000
Water Tender	15 Years	50,000
Heavy Trucks	10 Years	125-200,000
Excavator	10 Years	8,000 hours
Pump Trailer	12 Years	N/A
Catch Basin/ Hydro Excavator	10 Years	80,000/ 8,000 hours
Forklift	10 Years	5,000 hours
Backhoe	10 Years	5,000 hours
Truck, Van, Pickup, SUV, Sedan, Hybrid, EV	10-12 Years	80-150,000

Dear Employer:

The Oregon Savings Growth Plan (OSGP), a 457 deferred compensation plan, is available to all Oregon public employees. In 1996, ORS 243.474 authorized the state to offer the Oregon Savings Growth Plan to all Oregon public employers including special districts, local governments, and school districts. Prior to that date, the Plan was available only to state of Oregon employees.

Because you have expressed an interest in OSGP, I am enclosing an Employer Package, which includes information about the Plan's benefits and features and investment options. Also included are descriptions of the Plan's investment options, performance results, and the current fee structure.

In order to participate in the Plan, employers must follow these steps:

1. Establish an eligible 457 deferred compensation plan. This program must meet all the requirements of IRC 457. We have included with this letter a sample plan-trust document for your information.
2. Adopt a resolution authorizing the OSGP to be offered as one of the investment providers for your 457 program. The resolution is also attached for your information.
3. Enter into an agreement with PERS for the administrative services provided to all participating employers. Copies of the service agreement are enclosed for your review.
4. Schedule a time for us to meet to discuss administrative details, educational services, and any questions you may have regarding this program.

I appreciate you taking the time to inquire about the Oregon Savings Growth Plan. I look forward to meeting with you in the near future to discuss your employer and employees' needs to better plan for a successful financial future. If you have any questions or concerns, please call me at (503) 378-8567.



Jack Schafroth
Local Government Representative

OREGON SAVINGS GROWTH PLAN

SAVE **TODAY.**
GROW YOUR **TOMORROW.**

The Oregon Savings Growth Plan (OSGP) is proud to offer a flexible retirement program for public employees. Retirement planning should be done throughout your career, not just at the end of your career. OSGP is a 457(b) deferred compensation plan that provides eligible public employees with a convenient way to save for retirement.

As the recordkeeper, Voya Financial works closely with OSGP to assist employees in understanding their retirement benefits. Services are provided in the form of individual meetings, group presentations, and a variety of online tools.

OSGP is committed to providing industry leading retirement benefits.

OSGP has decades of experience serving state agencies and local governments across Oregon. There are many benefits to employers for using and promoting OSGP to their employees:

- No cost to employers
- One of the lowest cost plans available to Oregon public employees
- Easy plan adoption process
- Dedicated support for employers
- Excellent customer service and participant education
- Simple administrative processes



Statistics are as of September 30, 2021.

Employer Demographics

More than 335 Oregon local government employers and all state Agencies and Universities participate in OSGP.

See full list of local governments employers that use OSGP at growyourtomorrow.com/employers.

Statistics as of September 30, 2021.

TYPE OF EMPLOYER	State Agencies / Universities	ALL	TOTAL
	Counties	14	
	Cities or Towns	66	
	Special Districts	121	
	Educational Institutions	135	

Advantages For You

Our OSGP Employer Outreach Coordinator works closely with you and your staff to understand the Plan and the employer's role. Remember, this is a valuable benefit to you and your employees at no cost to your agency or local government. To help you manage your fiduciary responsibility, OSGP:

- Assets are held in trust for participants and their beneficiaries
- Provides ongoing investment education for your employees
- Works in conjunction with the OIC in selecting the investment options
- Conducts quarterly reviews by the Deferred Compensation Advisory Committee
- Provides guidance in compliance with IRS regulations

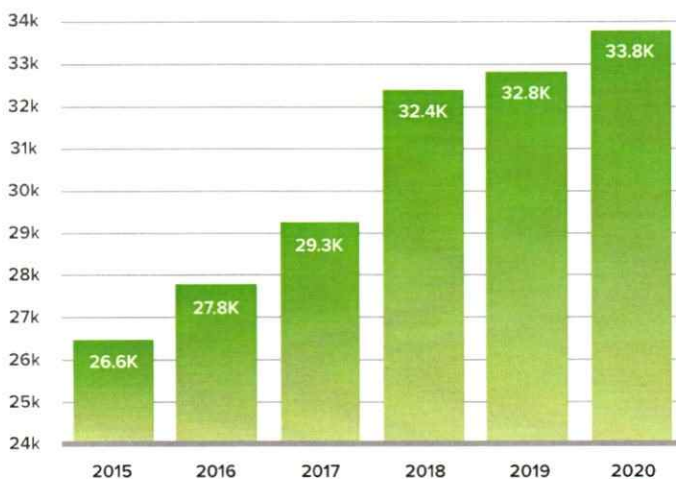
Benefits to Your Employees

Our dedicated OSGP representatives help your employees enroll and make the most of everything the Plan has to offer:

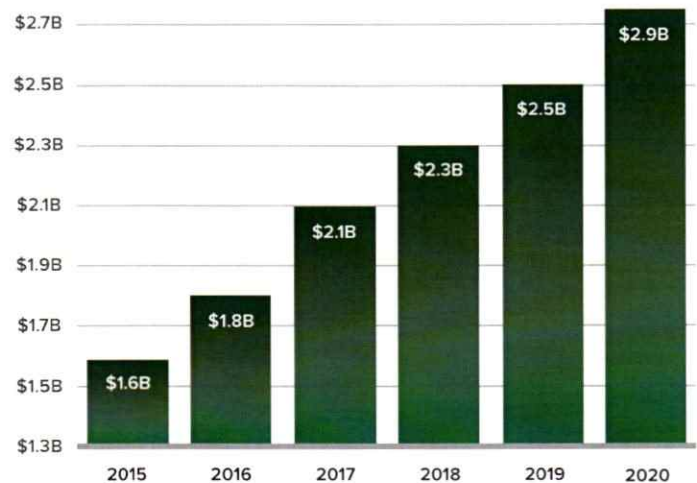
- The convenience of saving for retirement through payroll deduction
- Ability to rollover previous retirement accounts into OSGP for the ease of having all retirement accounts in one place, with one statement
- A competitively priced plan (attached to plan fees) with a range of investment options
- Opportunity to save pre-tax or Roth after-tax
- Upon retirement, participants have the ability to roll their IAP into their OSGP account

OSGP By The Numbers

Represents annual growth



PARTICIPANT GROWTH



ASSET GROWTH

Get started with OSGP today.

Please contact the OSGP Employer Outreach Coordinator, **Jack Schafroth**, for more information about the Oregon Savings Growth 457 Plan.

 **Call: 503-603-7632**

 **Email: jack.schafroth@state.or.us**



Fee structure



All reported returns are net of fees. The Oregon Savings Growth Plan has two types of fees: Administrative and investment provider contract/management fees. The administrative fees include recordkeeping, communications, counseling, customer service, and custodial services. Certain circumstances may require an additional fee such as processing domestic relations orders and loans.

I. Administrative fee

	Percentage of Assets
State of Oregon Administrative Fee	0.07%
Recordkeeping/Custody/Trust/Communications	0.05%
Total Administrative Fees	0.12%

II. Investment provider contract and investment management fees

By Investment Option	Weighted Average (%)
LifePath® Portfolios	0.07%
Stable Value	0.33%
Active Fixed Income Option	0.16%
Real Return Fund	0.22%
Large Company Value Stock	0.02%
Stock Index	0.02%
Socially Responsible Investment Option	0.17%
Large Company Growth Stock	0.02%
International Stock	0.52%
Small Company Stock	0.37%

Fees for investments in the Self-Directed Brokerage Option (SDBO) vary. For more information, contact Schwab's dedicated PCRA Call Center at **1-888-393-PCRA (7272)**. SDBO accounts opened after January 1, 2018 will be subject to an annual fee of \$50.00, in addition to any fees that may be charged by Charles Schwab. This fee is deducted from your OSGP account on a pro-rata basis every quarter.

Examples of investment management/administrative fee structure

Investment management fees are based on assets in the Plan. For example:

1. If the participant had a balance of \$10,000 invested in a LifePath Portfolio as of December 31 of the previous year, the fees would be assessed daily to the account prior to crediting earnings, i.e. $\$10,000 \times 0.07\% = \7.00 divided by 365 = \$0.02 a day.
2. There are also administrative fees of 12 basis points. For that same \$10,000 you have invested, the fees would be assessed daily to the account as well, i.e. $\$10,000 \times 0.12\% = \12.00 divided by 365 = \$0.03 per day.

Note: The fees are based on assets in the Plan and are subject to change. There are no additional fees charged for transferring funds between the options, starting a distribution, etc. All proceeds from mutual funds for revenue sharing are reflected as a reduction to the weighted average fees.

Local Government Program/PERS Responsibilities

1. CUSTODIAL SERVICES

PERS and the State Treasurer may appoint a Third Party Administrator (TPA) as the custodian of the Deferred Compensation Fund pursuant to ORS 243.416.

2. EDUCATION AND COMMUNICATIONS

PERS and TPA will work together to offer on-site educational workshops for the Oregon Savings Growth Plan participants. Among the educational workshops provided are enrollment, investments, retirement, and staff meetings at employers' locations.

It is estimated that PERS will be in each region at least twice a year, or more upon employers request to conduct all educational meetings. In addition, PERS and TPA will work together in revising all education material to better meet the needs of our members and to add new educational workshops whenever necessary and feasible.

3. PLAN MATERIALS

PERS will provide employers and participants with any forms required for enrollments, catch-ups, rollovers, beneficiary designation, unforeseeable emergency withdrawals, and any forms required to participate in the Plan.

4. SITE VISITS

PERS will coordinate site visits for Oregon Savings Growth Plan participants. These small group meetings will include information about enrollment, investment options, and retirement.

5. INVESTMENT OPTIONS

The Investment Options available at the time of signing of this agreement include the following options; LifePath Portfolios, Stable Value, Active Fixed Income, Real Return, Large Company Value Stock, Stock Index Fund, Socially Responsible Investment, Large Company Growth Stock, and a Small Company Stock. For more information on these investment options, visit growyourtomorrow.com and refer to the Investment Options Brochure. The Plan also offers a Self-Directed Brokerage Option. The Oregon Investment Council (OIC) may change these options, the underlying investments, and the applicable benchmarks at any time.

Trading restrictions currently exist in the Plan and PERS may impose limitations on individual transfers in any option if trading activity of any participant is deemed excessive by Plan administration or any underlying investment provider.

PLAN TRUST – DECLARATION



Local Government Entity

ARTICLE I - PURPOSE

Employer, which is a local government entity in Oregon and an "eligible employer" under Section 457(e)(1) of the Internal Revenue Code (IRC), 26 USC 457(e)(1), desires to establish an "eligible deferred compensation plan" ("the Plan"), as defined in Section 457(b) of the Internal Revenue Code, for employees performing services for Employer ("Employer" or "Plan Sponsor"). Employer is the Plan Administrator, and its governing body is the Plan Trustee. The Plan is a "local government deferred compensation plan" as defined in ORS 243.401(9) that is administered by the Public Employees Retirement System. A Third Party Administrator (TPA) may be contracted to offer administrative services.

ARTICLE II - ACCOUNTS HELD IN TRUST

All amounts of compensation deferred under the Plan, all property and rights purchased with such amounts and all income attributable to such amounts, property, or rights shall be held in trust for the exclusive benefit of Participants and their beneficiaries.

ARTICLE III - INVESTMENT

Employer shall offer a diversified investment program(s) for employees participating ("Participants") in the Plan. All or any portion of each Participant's Account may be, but shall not be required to be, invested by Employer in the options designated by Participant. Employer shall have absolute and uncontrolled discretion with respect to the option or options, in which the Account as defined in Article IV, shall be invested.

ARTICLE IV - DEFERRAL

The compensation that a Participant would otherwise receive for the pay period shall be reduced by the amount specified by the Participant enrollment form, or through instructions communicated via the PERS/OSGP website, telephone, or other approved method(s) prescribed by the Deferred Compensation Office. The amount of the reduction shall be contributed to Participant's Deferred Compensation Account (the "Account").

ARTICLE V - CHANGE IN AMOUNT OF DEFERRAL

The amount of compensation to be deferred under the Plan may be increased or decreased at any time in accordance with Plan procedures. Any such revision shall be effective for any calendar month by salary reduction only if an agreement providing for the deferral has been entered into before the first day of the month in which the compensation is paid or made available.

ARTICLE VI - MAXIMUM DEFERRAL

Except as provided in Article XIV, the following limitations shall apply: In no event shall the amount deferred for any Participant's taxable year exceed the lesser of (i) the certain amount specified by the Internal Revenue Service or (ii) 100 percent of Participant's includible compensation for the taxable year for services performed for Employer.

ARTICLE VII - TIMING OF DEFERRAL

Compensation may be deferred for any calendar month by salary reduction only if an agreement providing for the deferral has been entered into before the first day of the month in which the compensation is paid or made available.

ARTICLE VIII - EMPLOYER'S OBLIGATION; FEES AND CHARGES

Employer's sole obligation to the Participant at any time shall be equal to the value of the Account at such time. The Participant's Account shall be reduced by any charges or fees incurred in liquidating any investment in which the Account is invested, including any interest penalty for early withdrawal of amounts deposited in any financial institution. In addition, the Plan may charge each Participant an annual administrative fee of up to two (2) percent of the Account.

Loan: If employer chooses to participate in the Plan's loan program, participants may be eligible to borrow funds from their OSGP account.

ARTICLE IX - NON-ASSIGNMENT

Except as required by the terms of a domestic relations order as defined in IRS Private Letter Ruling 9145010, July 31, 1991, the Internal Revenue Code, as may be amended, and Plan provisions, Participant may not assign, anticipate, alienate, sell, transfer, pledge, or in any way encumber any of the rights Participant may have in the Employer's 457 Plan, as may be amended. Employer shall reject and refuse to honor any such purported action with respect to such rights. The interest of Participant or any beneficiary designated by Participant in Participant's Account or in any obligation established by this Plan-Trust Declaration shall not be subject to the claims of Participant's creditors or to legal process on behalf of Participant's creditors or be liable for the debts of any beneficiary.

ARTICLE X - AVAILABILITY OF DEFERRED FUNDS

In no event will any amount payable under this Plan be paid or made available to Participant before the Participant incurs a Severance from Employment or is approved for an Unforeseeable Emergency or De Minimis distribution which are defined below. In no event may a Participant's Beneficiary or alternate payee under a QDRO receive a De Minimis distribution or a distribution for an Unforeseeable Emergency.

Severance from Employment shall be determined in the manner prescribed by the Internal Revenue Service. For purposes of this Plan, Participant will have a Severance from Employment on ceasing to render services for the Plan Sponsor, including services as a temporary employee. If a Participant returns to work with the Plan Sponsor, the Participant is no longer eligible for distributions except as otherwise expressly allowed under the Plan and the Internal Revenue Code. "Unforeseeable Emergency shall mean severe financial hardship to Participant resulting from a sudden and unexpected illness or accident of Participant or of Participant's dependent (as defined in Section 152(a) of the Internal Revenue Code), loss of Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond Participant's control. The circumstances that will constitute an Unforeseeable Emergency will depend upon the facts of each case, but in any case, payment may not be made to the extent that such hardship is or may be relieved: (i) through reimbursement of compensation by insurance or otherwise, (ii) by liquidation of Participant's assets, to the extent the liquidation would not itself cause severe financial hardship, or (iii) by cessation of deferrals under the Plan."

De Minimis Distribution. If a Participant's account has less than \$5,000 and the Participant has not contributed to the Plan for a minimum of two years, the Participant may request that the account balance be distributed to the Participant. A Participant may elect this option only once.

Unforeseeable Emergency. Upon the occurrence of an Unforeseeable Emergency, as defined above, Participant may request an Unforeseeable Emergency Withdrawal in a manner prescribed on a form supplied by the Deferred Compensation Office. If the Deferred Compensation manager, or the manager's designee, approves the request, a distribution will be made in an amount consistent with the terms of this Plan and Agreement and reasonably needed to satisfy the emergency need.

Loan. If employer chooses to participate in the Loan Program, participants may be eligible to borrow funds from their OSGP account.

Distribution After Severance from Employment. Upon Participant's Severance from Employment, as defined above, Employer shall direct the record keeper to pay Participant the value of Participant's Account in the manner specified in Article XII.

ARTICLE XI - PAYMENT UNDER THE PLAN

- (a) Upon Participant's Severance from Employment, as defined in Article X, Employer shall authorize payment to the Participant in accordance with Plan procedures; or
- (b) Upon the occurrence of an Unforeseeable Emergency, as defined in Article X. Participant may submit an Unforeseen Emergency Withdrawal Request on a form supplied by the Employer or TPA. The request, if approved, will be for only the amount of payment as is consistent with the terms of this Plan document and reasonably needed to satisfy the emergency need.

ARTICLE XII - DISTRIBUTIONS

The distribution form, which must be completed by a Participant upon severance of employment when the Participant requests a distribution from the Plan, provides for the time and manner in which the value of the Participant's Account is to be paid following Severance from Employment. The Participant may make or change an election regarding the manner in which payments are to be made by completing and executing the "Manner of Payment" portion of the distribution form and delivering by mail or in person to the OSGP office at least 30 days before the payment commencement date. The "Payment Commencement Date" portion and the "Manner of Payment" portion of the distribution form shall become effective when executed by both Participant and Employer. The payment commencement date must be at least 30 days after the termination date. If the Participant turned 70½ in 2019 or earlier and still has a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reached 70½. Beginning in 2020 or later, if the Participant has a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reach 72, or when they separate from service, whichever is later. The manner of payment selected must satisfy the requirements of Section 401(a)(9) of the Internal Revenue Code. If a Participant fails to elect a payment commencement date by the required beginning date as defined in OAR 459-050-0080, payments shall be made in accordance with IRC 401(a)(9). Account balances of less than \$1,000 shall be distributed as a lump sum within one year after the termination date.

ARTICLE XIII - DISTRIBUTION TO BENEFICIARIES

If the Participant dies after having begun to receive distributions, the distribution of benefits must continue to the designated beneficiary at least as rapidly as under the schedule of payments elected by Participant. If Participant dies before having begun to receive distributions, Participant's entire Account must be distributed by December 31 of the calendar year that contains the fifth anniversary of Participant's death, unless the designated beneficiary elects within 60 days after the date the Deferred Compensation Office is notified of the Participant's death to have one of the following special rules apply:

- (a) **IF THE BENEFICIARY IS PARTICIPANT'S SURVIVING SPOUSE:** If the beneficiary is a surviving spouse, distributions must begin no later than December 31 of the year in which the Participant would have reached age 72, or the year that contains the first anniversary of the Participant's death, whichever is later. The entire account must be paid over a period that does not exceed the surviving spouse's life expectancy.
- (b) **IF THE BENEFICIARY IS A PERSON OTHER THAN THE SURVIVING SPOUSE:** If the beneficiary was designated by the Participant, distributions must begin no later than December 31 of the year that contains the first anniversary of Participant's death. The entire Account must be paid over a period which does not exceed the beneficiary's life expectancy.
- (c) **IF THE BENEFICIARY WAS NOT DESIGNATED BY THE PARTICIPANT:** As defined in section 401(a)(9) of the Internal Revenue Code, the Participant's entire interest must be distributed to the Estate.

ARTICLE XIV - CATCH-UP ELECTION

Participants nearing normal retirement age may make up some or all of any deferrals they did not make during previous years of eligibility. For purposes of this Article, "normal retirement age" shall have the meaning given to that term under the retirement system of the plan sponsor. A Participant may elect to make additional catch-up contributions using either of the options listed below. These options may not be exercised simultaneously.

- (a) The earliest a Participant may exercise this catch-up option is three years before the Participant reaches normal retirement age. Within one to three years prior to the Participant's normal retirement, the Participant may make additional contributions, such that the sum of normal contributions and catch-up contributions does not exceed the lesser of:
 - (i) twice the dollar amount in effect under Internal Revenue Code section 457(b)(2)(A) or
 - (ii) the sum of the maximum contribution level available to the employee plus so much of the maximum contribution level as was not previously used.
- (b) A Participant who has attained age fifty (50) before the close of the pay year may defer an amount in addition to the maximum contribution level, not to exceed the lesser of:
 - (i) the dollar amount stated by the Internal Revenue Service; or
 - (ii) compensation as defined in IRC 415(c) less any other elective deferrals for the year.

ARTICLE XV - PLAN-TO-PLAN TRANSFERS OUT OF THE PLAN

If Participant has a Severance from Employment under this Plan, and becomes employed by another Employer that sponsors a plan that accepts eligible rollover distributions under the Internal Revenue Code, including but not limited to an "eligible deferred compensation plan" under Section 457, Participant may request a transfer of his or her Account to the new Employer's plan. Such a transfer is subject to the terms and conditions of the plan receiving the funds.

ARTICLE XVI - ACCEPTANCE OF DEFERRALS FROM ANOTHER PLAN

Compensation deferred by a Participant pursuant to another eligible plan, including but not limited to plans established under sections 401(k) and 403(b) of the Internal Revenue Code, IRAs, and a governmental employer's "eligible deferred compensation plan" within the meaning of Section 457 of the Internal Revenue Code, may be accepted by this Plan. Such amounts shall be credited to the Participant's Account established pursuant to this Plan-Trust Declaration and shall be subject to all the terms and provisions of the Plan, Oregon Revised Statutes, and the Oregon Administrative Rules, as they may be amended from time to time.

ARTICLE XVII - REVOCATION

Participant may revoke participation in the Plan by providing telephonic instructions, by issuing instructions via the PERS/OSGP Internet site, or any other method that is in accordance with Plan procedures. Any revocation shall be effective only for compensation earned after the last day of the calendar month in which the revocation is submitted. Revocation of participation in the Plan will not accelerate payment of amounts deferred. Payment will occur only upon the occurrence of one of the specific events detailed in this Plan document.

ARTICLE XVIII - DOMESTIC RELATIONS ORDER

The Plan will comply with domestic relation orders as defined in IRS Private Letter Ruling 9145010, July 31, 1991, and as required under Plan provisions, Oregon law, the Internal Revenue Code, rules and regulations, as they may be amended from time to time.

ARTICLE XIX - COMPLIANCE WITH INTERNAL REVENUE CODE SECTION 457

This Plan document is intended to comply with and to be administered in a manner consistent with Section 457 of the Internal Revenue Code. The provisions of this Plan documents shall be interpreted in accordance with this intent. If requested by the Employer, the Participant agrees to cooperate in correcting any inconsistency in the administration of the Plan and Agreement under Section 457 of the Internal Revenue Code. The Plan shall be administered in accordance with Oregon law, the Internal Revenue Code, and applicable rules and regulations, as they may be amended from time to time.

ARTICLE XX - AMENDMENT OF PLAN-TRUST DECLARATION

Subject to the requirements of ORS 243.474 through 243.478, the Employer may amend this Plan-Trust Declaration at any time and without the consent of any other person. Any amendment must be in writing, and may be required if necessary to maintain compliance with Oregon law, the Internal Revenue Code, rules and regulations, as they may be amended from time to time. However, any amendment that would diminish the protection of Article II, "Account Held in Trust" is absolutely void.

NOW THEREFORE, in recognition of the premises recited above, and in consideration of the provisions stated by this Plan-Trust Declaration, and intending to be legally bound by this written Plan-Trust Declaration, the Employer as the Plan Administrator and the Plan-Trustee signed below.

Employer's Signature (Do not print)

Plan Trustee's Signature (Do not print)

Printed Name

Printed Name

Title

Title

Date

Date

457 DEFERRED COMPENSATION PROGRAM ADMINISTRATIVE SERVICES AGREEMENT



LOCAL GOVERNMENT ENTITY

This Agreement for administrative services is by and between _____ (the "Employer"), with its principal place of business at _____, the State of Oregon, acting by and through its Public Employees' Retirement System ("PERS"), and Voya Institutional Plan Services, LLC. ("Voya"), a Delaware limited liability company with its principal place of business Braintree, Massachusetts, the Third Party Administrator ("TPA"). This Agreement shall be effective on the date it has been fully executed by every party.

WHEREAS, the Oregon Investment Council ("OIC") has established a deferred compensation investment program pursuant to ORS 243.421 (the "Program") and known as the Oregon Savings Growth Plan ("OSGP"), consisting of a "State Deferred Compensation Plan" available to eligible state employees and "Local Government Deferred Compensation Plans" available to eligible employees of local governments;

WHEREAS, PERS administers the Program in accordance with policies adopted by the Public Employees Retirement Board ("PERB") pursuant to ORS 243.435.

WHEREAS, PERS and TPA are parties to State of Oregon Personal/Professional Services Contract #PSK17018, effective January 2, 2018, and entered pursuant to Request for Proposal #PERS 0125-17, issued January 2017, under which Contract TPA provides third party recordkeeping and plan administration services for the OSGP;

WHEREAS, Employer has established a Deferred Compensation Plan (the "Plan") pursuant to Internal Revenue Code Section 457, 26 USC 457 ("IRC 457");

WHEREAS, Employer desires to invest the Plan's assets through the Program;

WHEREAS, ORS 243.474 authorizes PERS to permit Employer to invest the Plan's assets through the Program upon satisfaction of certain conditions;

WHEREAS, as a condition precedent to Employer's investment of the Plan's assets through the Program and in accordance with ORS 243.474(2) and ORS 243.478, Employer is required to enter into an Administrative Services Agreement with PERS pursuant to which Employer will receive administrative services in connection with the investment of the Plan's assets through the Program;

WHEREAS, PERS has requested TPA to provide certain administrative services directly to Employer in connection with Employer's investment of the Plan's assets through the Program;

WHEREAS, TPA has agreed to provide such services to Employer and PERS upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:\

ARTICLE I – SCOPE OF AGREEMENT

- 1.1 This Agreement sets forth the terms and conditions pursuant to which PERS and TPA agree to provide, and Employer agrees to purchase, administrative services for the Plan. TPA shall provide directly to Employer the administrative services set forth on Schedule A attached hereto and incorporated herein by this reference (the “TPA Services”). PERS shall provide directly to Employer the administrative services set forth on Schedule B attached hereto and incorporated herein by this reference (the “PERS Services”). TPA shall render the TPA Services and PERS shall render the PERS Services in accordance with data, documents, policies, interpretations, directives, rules, practices and procedures of the Program and in accordance with the terms and conditions of this Agreement.
- 1.2 TPA and Employer each acknowledge and agree that PERS may, in its sole and absolute discretion and with or without cause, terminate the services of TPA hereunder and select another person or entity to become party to this Agreement as the TPA hereunder. Any such termination shall be in accordance with the provisions of Articles XII and XIII.

ARTICLE II – RESPONSIBILITIES OF EMPLOYER

- 2.1 Prior to the commencement of the TPA Services specified in Schedule A and the PERS Services set forth on Schedule B, Employer shall furnish or cause to be furnished to the TPA, in a timely manner and in accordance with the specifications in Schedule A, all necessary information and data (“Employer Data”) for the Plan as established in Schedule A. Employer data includes, but is not limited to, copies of the Plan and any amendments thereto and any demographic, payroll or other participant data necessary for the performances of TPA Services under this Agreement. Employer shall provide to TPA such additional policies, interpretations, practices, procedures and directions (collectively “Directions”) as TPA may reasonably request to enable it to perform the TPA Services in accordance with Schedule A. Directions shall include any participant directions given in accordance with the terms of the Plan or related documentation.
- 2.2 Notwithstanding any other provision to the contrary, PERS and the TPA are not obligated to provide PERS Services and TPA Services, respectively, unless and until Employer provides timely, accurate and complete Employer Data to the TPA. Employer shall furnish or cause to be furnished to TPA all Employer Data specified in Schedule A in a timely manner and in accordance with the specifications of Schedule A. PERS’ and the TPA’s agreement to provide Services as contemplated in Schedule A and Schedule B is contingent upon the timely receipt of accurate and complete Employer Data from the Employer.
- 2.3 Employer shall be solely responsible for the accuracy and completeness of any Employer Data provided to the TPA. Upon request of the TPA, Employer shall promptly furnish or cause to be furnished accurate and complete Employer Data to correct any inaccuracies or incompleteness with respect to Employer Data previously provided to the TPA.
- 2.4 Employer shall review the Employer Data processed by the TPA and shall verify any such data and shall promptly notify the TPA and PERS in writing of any claimed error with respect to any processed Employer Data or report.
- 2.5 The Employer agrees to cause appropriate deductions to be made from the pay of participants in the Plan and to send by wire transfer the amount of the total deductions to the TPA or to such other facility or in such other manner as may be mutually agreed to between the Employer and PERS.
- 2.6 The Employer shall provide to the TPA, in such form as agreed upon by PERS and the Employer, a deferral listing with respect to each Plan participant’s account to include, but not be limited to, name, address, Social Security number, and annual salary. This process is set out in more detail in Schedule A.
- 2.7 The Employer represents and warrants that it is an eligible public employer under IRC 457 and ORS 243.401 (11) and that its employees are persons in the employ of a public employer. The Employer acknowledges that it is utilizing the services and investments offered by the Program.
- 2.8 The Employer shall require its employees participating in the Plan to use enrollment forms and other documents required by PERS including, but not limited to, the Plan and Agreement, Acknowledgment Form and Designation of Investment Options, and Designation of Beneficiary, as they may be amended.

- 2.9 The Employer agrees to enforce limitations on any employee's individual transfers to or from any investment option that are imposed by PERS as described in Schedule A, section B.7 and Schedule B.
- 2.10 Notwithstanding any other provision of this Agreement, the Employer shall remain the responsible administrator of its Plan in accordance with ORS 243.478(2).
- 2.11 PERS may require the Employer to provide proof that its Plan complies with IRC 457, and may require an opinion of counsel or other assurances satisfactory to PERS that participation by Employer does not cause the State of Oregon to violate any federal or state laws or regulations related to investments and securities.

ARTICLE III – TPA'S OBLIGATION

- 3.1 TPA shall provide the TPA Services directly to Employer in accordance with the terms and conditions of this Agreement. TPA is directly liable to Employer for its failure to provide the TPA Services in accordance with the terms and conditions of this Agreement and for its breach of any other duty or obligation owed to Employer hereunder. Employer alone or with PERS may initiate legal action directly against TPA to enforce this Agreement against TPA.
- 3.2 TPA shall establish an account for each participant in the Plan and shall credit the amounts sent by the Employer on behalf of such participants to the investment options selected by such participants.
- 3.3 TPA shall withhold from distributions approved federal and state income taxes, according to instructions set forth on form W-4P completed by the participant. TPA shall remit such withholding to proper taxing authorities, and issue net funds to participant(s) or beneficiary(ies) in accordance with the withdrawal instructions in the Benefit Application Packet supplied by the participant. TPA shall issue a Form 1099R to those participants and beneficiaries who receive distribution(s) during the preceding year and retain a copy of such information on file for the period required by law.
- 3.4 TPA represents and warrants to Employer and PERS that:
- (a) The TPA Services will conform to the description set forth in Schedule A as such schedule may be amended from time to time.
 - (b) TPA will use due care in providing the TPA Services.
 - (c) TPA shall render the TPA Services (and maintain its automated systems to render the TPA Services) in a manner that complies with all applicable federal and state laws and regulations.
- 3.5 A breach of TPA's duty of due care in the performance of TPA Services hereunder includes, but is not limited to, the following:
- (a) Any processing error that results from a malfunction of TPA's automated systems or from errors or omissions of TPA or TPA's officers, employees, agents or contractors; or
 - (b) Any direct monetary loss suffered by the Plan as a result of a malfunction of TPA's automated systems or from errors or omissions of TPA or TPA's officers, employees, agents or contractors.
- 3.6 In the event of any breach of the duty of due care described in section 3.5, TPA shall, at TPA's sole expense, promptly correct any processing errors described in section 3.5(a) and reimburse to any impacted participant any direct monetary loss.
- 3.7 TPA will attempt to correct processing errors resulting from Employer's error, error by Employer's staff, or otherwise caused by the negligent acts of Employer's officers, employees and agents. TPA will bear reasonable costs of correcting TPA's records and correcting erroneous payments resulting from Employer's error provided that Employer promptly notifies TPA of such error and furnishes all data to TPA reasonably necessary to make such changes.

ARTICLE IV - PERS' RESPONSIBILITIES AND LIMITATION OF LIABILITY

- 4.1 PERS shall provide the PERS Services directly to Employer in accordance with the terms and conditions of this Agreement.
- 4.2 PERS shall notify Employer and Plan participants of all investment options included in the Program. The investment options available as of the date of this agreement are outlined in Schedule B. The investment options offered by the OSGP may be changed by the OIC at any time.
- 4.3 Pursuant to ORS 243.421, the OIC has exclusive authority for the design and implementation of the Program and PERS has exclusive authority for the administration of the Program in accordance with ORS 243.435.
- 4.4 All assets of the Plan invested by Employer through the Program will be held in the Deferred Compensation Fund created by ORS 243.411.
- 4.5 The State of Oregon, the State Treasurer, the OIC, PERS and its officers and employees shall not be liable by reason of:
- (a) Any loss resulting from or caused by events or circumstances beyond PERS' reasonable control such as nationalization, expropriation, currency restrictions, acts of war or terrorism, riot, revolution, acts of God or other similar events or acts; and
 - (b) Acts or omissions of a Securities System, or (2) acts or omissions of, or related to, a Securities System.
- A Securities System shall mean securities that are held in the Federal Reserve book-entry system, in a clearing agency that acts as a securities depository or in another book-entry system for the central handling of securities.
- 4.6 A civil action for damages may not be brought against the State of Oregon, the State Treasurer, the OIC, PERB, or the officers or employees of the board by reason of any of the actions set forth in ORS 243.482.

ARTICLE V - FEES AND EXPENSES

- 5.1 In consideration of the PERS Services and TPA Services furnished hereunder, PERS may charge an annual Administrative Fee of up to two (2) percent of the assets of the Plan invested in the Program. The Administrative Fee will be assessed against the account of each Plan participant and the amount of the fee will depend on the investment options selected by the Plan participant. The Administrative Fee includes fees for record keeping, communications, counseling, customer services and custodial services. The current fee schedule is attached hereto. Employer understands and agrees that the fee schedule may be modified, periodically, to reflect any adjustments such as reduction/increase of mutual funds fees. Any new fee schedule shall become effective immediately upon written notice from PERS to Employer.
- 5.2 PERS may charge an additional fee assessed to a Plan participant's account when processing Plan-to-Plan Transfers-Out (from the Plan to another state, city, county, etc. in or out of the State of Oregon) and when processing Domestic Relations Orders or Loans.
- 5.3 If, in the performance of Services or Additional Services hereunder, TPA holds uninvested cash pending investment or distribution, TPA shall incur no liability for the payment of interest thereon to any other party, notwithstanding TPA's receipt of "float" from such uninvested cash. Such float shall constitute a part of TPA's overall compensation for Services and Additional Services hereunder.
- 5.4 The Administrative Fee includes a fee for TPA Services (custodial services and record keeping services). A portion of the Administrative Fee will be paid to TPA for the TPA Services. The amount of the fee for TPA Services is set in a separate agreement between PERS and TPA. PERS, Employer and TPA agree the amount of the fee set in the PERS – TPA agreement shall apply to the TPA services provided in this agreement.

ARTICLE VI - PLAN AMENDMENTS

- 6.1 PERS shall be under no obligation to process Plan amendments proposed by the Employer. Employer shall provide PERS with such amendments ninety (90) calendar days prior to the effective date of such amendment for PERS to review and accept or reject such amendments. If PERS accepts any amendments that materially affect any Plan record keeping or data processing requirements, which are also accepted by the TPA, PERS and Employer shall mutually agree upon appropriate adjustments to the administrative fee within the limits stated in Article V, 5.1.
- 6.2 Approvals of Plan amendments by PERS shall constitute PERS' acquiescence to the use of the documents involved and not its approval of their contents or their effect. The Employer shall assume full responsibility to PERS and to all interested persons for such contents and such effect.
- 6.3 The Employer shall be responsible for preparation and submission of any Plan(s) and Plan amendments for Internal Revenue Service determination. The Employer shall take all measures required under current federal law and applicable provisions of the Internal Revenue Code and Regulations, to assure the Plan(s) qualify as tax deferred retirement plan(s). PERS and the TPA shall be under no duty to question the measures taken by the Employer pursuant to Section 6.2 here of, and this Section 6.3.

ARTICLE VII - CONFIDENTIALITY

- 7.1 PERS, Employer and TPA agree that all confidential information communicated to each other during the term of this Agreement shall be received in strict confidence, shall be used only for the purposes of this Agreement, and no such information shall be disclosed to third parties by the recipient party, its officers, employees, consultants, or agents without the prior written consent of the other parties. Each party agrees to take all reasonable precautions to prevent the disclosure to third parties of such information, including without limitation, the provisions of this Agreement and any incorporated Schedules, except as may be necessary by reason of legal, accounting or regulatory requirements as the case may be. The obligation to treat information and data as confidential shall not apply to information which:
- (a) Is in the public domain, other than by any breach of this Agreement,
 - (b) Is in the possession of a party to this Agreement on the effective date hereof, and if it shall not have been obtained from the other party,
 - (c) Shall be developed by a party outside the scope of any agreement with the other party,
 - (d) Shall be obtained rightfully from third parties.
- 7.2 The provisions of this Article VII shall survive the expiration or termination of this Agreement and continue for so long as either party is in possession of data or information protected hereunder.
- 7.3 No party shall be bound under this Article to the extent that it acts under compulsion of law (such as the Oregon Public Records Law) or in accordance with the requirements of any national or local government or government instrumentality or any other body with whose requirements the parties may be required by law or practice to conform.
- 7.4 TPA shall use the information communicated by PERS or Employer to TPA pursuant to this agreement solely for purposes of performing this agreement.

ARTICLE VIII - COMPUTERIZED REPORTING SERVICES

- 8.1 The Employer agrees to use the equipment, computer programs and other information supplied by the TPA solely for its own internal use and benefit and not for resale or other transfer or disposition to, or use by or for the benefit of, any other person or organization without prior written approval of PERS and the TPA.

The Employer acknowledges that the databases, computer programs, screen formats, screen designs, report formats, interactive design techniques, and other information furnished to the Employer by the TPA may constitute copyrighted trade secrets or proprietary information of substantial value to the TPA. Such databases, programs and other information are collectively referred to below as "Proprietary Information" provided "Proprietary Information" does not include Employer data supplied by Employer or PERS, data and information TPA is required to provide Employer or

PERS pursuant to the terms of this agreement, formats, screen designs, report formats, and other information Employer or PERS utilized prior to TPA being retained to provide its services. Also "Proprietary Information" does not include information listed in section 7.1 (a)-(d). Subject to the Oregon Public Records Law, the Employer agrees that it shall treat all Proprietary Information as proprietary to the TPA and that it shall not divulge any Proprietary Information to any person or organization except as expressly permitted hereunder. Without limiting the foregoing, the Employer agrees for itself and its employees and agents:

- (a) To use such programs and databases (i) solely on equipment at Employer's locations agreed to between the Employer and PERS and (ii) solely in accordance with the TPA's applicable user documentation;
 - (b) To refrain from obtaining unauthorized access to any programs, data or other information owned by the TPA, and if such access is accidentally obtained, to respect and safeguard the same as Proprietary Information;
 - (c) To refrain from causing or allowing information transmitted from the TPA's computer to the Employer's terminals to be retransmitted to another computer, terminal or other device except to the extent such information was originally provided by Employer or is information Employer or PERS is paying TPA to provide pursuant to this agreement;
 - (d) That the Employer shall have access to only those authorized transactions as agreed to between the Employer and PERS;
 - (e) To honor reasonable written requests made by TPA to protect at TPA's expense the rights of TPA in Proprietary Information at common law, under the federal copyright statutes and under other federal and state statutes.
- 8.2 Notwithstanding the provisions of Articles VII and VIII, in the event the contract with the present TPA is not renewed or is otherwise terminated, TPA agrees in accordance with Articles XII and XIII to cooperate with Employer, PERS, and the newly selected TPA in transferring data and information to the newly selected TPA. Such data shall be in a format reasonably requested by PERS.
- 8.3 The Employer hereby acknowledges that the TPA data and information available to Employer may include unaudited information.

ARTICLE IX - OWNERSHIP OF WORK PRODUCT

- 9.1 All work product that results from this agreement (the "Work Product") is the exclusive property of PERS. PERS and TPA intend that such Work Product be deemed "work made for hire" of which PERS shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," TPA hereby irrevocably assigns to PERS all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. TPA shall execute such further documents and instruments as PERS may reasonably request in order to fully vest such rights in PERS. TPA forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modification.

ARTICLE X - SECURITY CODES

- 10.1 If the TPA has issued to the Employer, or to any agent appointed by the Employer, security codes or passwords in order that the TPA may verify that certain transmissions of information, including directions or instructions, have been originated by the Employer or its agent, as the case may be, Employer shall indemnify and hold harmless PERS and the TPA, to the extent and in the manner provided in Section 11.2 hereof, for any actions or omissions by PERS or the TPA made in reliance upon receipt by PERS or TPA of transmissions of information with the proper security code or password, including communication purporting to be directions or instructions, which PERS or TPA reasonably believes to be from the Employer or its agents.

ARTICLE XI - INDEMNIFICATION

- 11.1 (a) GENERAL INDEMNITY. The Employer, to the extent permitted by the Oregon Constitution, any Oregon Statute and the Employer's Charter and ordinances, and TPA shall defend, save, hold harmless, and indemnify the State of Oregon and PERS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Employer or TPA, as the case may be, or their officers, employees, subcontractors, or agents under this Agreement.
- (b) INDEMNITY FOR INFRINGEMENT CLAIMS. Without limiting the generality of section 11.1(a), Employer and TPA expressly agree to defend, indemnify, and hold PERS, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorney's fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to PERS by Employer or TPA that may be the subject of protection under any state or federal intellectual property law or doctrine, or PERS' use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that state shall provide Employer or TPA, as the case may be, with prompt written notice of any infringement claim.
- (c) CONTROL OF DEFENSE AND SETTLEMENT. Employer or TPA, as the case may be, shall have control of the defense and settlement of any claim that is subject to sections 11.1(a) or 11.1(b); however, neither Employer, TPA, nor any attorney engaged by Employer or TPA shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Employer or TPA, as the case may be, is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.
- 11.2 To the extent permitted by the Oregon Constitution, any Oregon Statute and The Employer's Charter and ordinances, the Employer shall indemnify and hold the TPA harmless from any and all liability claims, damages, costs or expenses (including reasonable attorney's fees) arising from or claimed to have arisen from; (i) actions the TPA performs upon any direction, instruction, request or representation of the Employer (including any direction, instructions, request or representation of the Employer to the TPA to perform TPA Services other than as provided in this agreement); (ii) claims arising from any action or omission of a prior TPA, trustee or investment manager; (iii) a breach of any duty by PERS in administering or investing of funds in the Deferred Compensation Fund, a breach of any duty by PERS in administering or investing of the funds for participating local governments; (iv) any losses suffered by a local plan participant because of participant's choice of an investment option available through the deferred compensation investment program established under ORS 243.421; (v) any claim PERS, its officers, employees or agents violated federal or state security laws. This right to indemnification does not cover any liability, claims, damages, costs or expenses arising from the TPA's negligence or bad faith, or failure to perform its obligations under this agreement.

ARTICLE XII - TERMINATION

- 12.1 Employer or PERS may terminate this Agreement upon 30 days advance written notice to all other parties to this Agreement. Any termination by Employer or PERS pursuant to this section 12.1 shall terminate this Agreement in its entirety except for those obligations that expressly survive termination provided in Article XX.
- 12.2 TPA may terminate TPA's rights and obligations under this Agreement upon 180 days advance written notice to all other parties to this Agreement. Any termination pursuant to this section 12.2 shall terminate only the rights and obligations of TPA under this Agreement, other than the obligations of TPA that expressly survive termination. Termination of TPA's rights and obligations under this Agreement pursuant to this Section 12.2 shall not terminate this Agreement as between PERS and Employer and this Agreement shall remain in full force and effect between PERS and Employer until terminated in accordance with Section 12.1. TPA shall not, without the consent of PERS, terminate its rights under this agreement without also terminating its rights under its agreement with PERS with respect to the State Deferred Compensation Plan.
- 12.3 PERS may terminate TPA's rights and obligations under this Agreement upon 30 days advance written notice to all other parties to this Agreement. Any termination pursuant to this Section 12.3 shall terminate only the rights and obligations of TPA under this Agreement, other than the obligations of TPA that expressly survive termination. Termination of TPA's rights and obligations under this Agreement pursuant to this Section 12.3 shall not terminate this Agreement and this Agreement shall remain in full force and effect between PERS and Employer until terminated in accordance with Section 12.1.

ARTICLE XIII - EFFECT OF TERMINATION

- 13.1 Following notice of termination of this Agreement pursuant to Section 12.1 or notice of termination of TPA's rights and obligations under this Agreement pursuant to Sections 12.2 or 12.3, TPA shall:
- (a) Prepare and deliver stored Employer Data files and related materials, in TPA's format or, at PERS' option, in a format reasonably requested by PERS, to Employer or its agent at the time reasonably requested by PERS and otherwise cooperate with PERS and Employer in the transmission of data to a successor TPA.
 - (b) TPA shall fully cooperate with PERS and Employer and the successor TPA in performing all actions necessary to effect the transfer to the successor TPA on the date of termination all assets, funds and property held by TPA under his agreement. Such assets, funds and property shall be delivered in a form acceptable to PERS.
- 13.2 Following notice of termination of TPA's rights and obligations under this Agreement pursuant to Sections 12.2 or 12.3, PERS shall:
- (a) Select a successor TPA ("New TPA"); and
 - (b) Coordinate the transfer of the Employer Data files and related materials and fund assets to the New TPA.
- 13.3 Employer acknowledges and agrees that PERS has sole power and authority to select any New TPA under this Agreement. Employer agrees that any New TPA will become a party to this Agreement as the TPA and with all the rights and obligations of the TPA hereunder upon execution by PERS and the New TPA of an Addendum to Administrative Services Agreement in the form attached hereto as Exhibit A (the "Addendum") and delivery of the executed Addendum to Employer in accordance with the notice provisions of this Agreement.
- 13.4 Employer further acknowledges and agrees that PERS has the right and power to negotiate changes in the TPA Services ("New TPA Services") with the New TPA and that such changes shall be binding on Employer under this Agreement so long as the New TPA Services are substantially similar to the TPA Services. The New TPA Services shall become the TPA Services under this Agreement upon the delivery of a new Schedule A to Employer.

- 13.5 Transfer of Employer Data files (and any other information or records governed by this Agreement) and Fund assets pursuant to termination shall be at no additional cost to PERS or Employer; provided, however, that if TPA incurs extraordinary costs to transfer Employer Data files (or any other information or records governed by this agreement), Employer shall reimburse TPA for such extraordinary costs. TPA shall submit monthly invoices to Employer for such extraordinary costs. The invoices shall describe all work performed for which the extraordinary costs are incurred with particularity, by whom the work was performed, and shall itemize and explain all extraordinary costs for which TPA claims reimbursement. Each invoice also shall include the total amount invoiced to date by TPA prior to the current invoice. Extraordinary costs shall not include the following costs:
- (a) To transmit data in readable form in TPA's format or a format TPA is already using with respect to TPA Services provided to Employer or PERS.
 - (b) To transmit data or reports that TPA is being paid to provide pursuant to this agreement.
 - (c) Similar to costs incurred by previous TPA, when ING became the new TPA under the present OSGP.
- 13.6 The TPA, PERS and Employer agree to cooperate with each other to ensure an orderly termination process.
- 13.7 Upon termination TPA shall be entitled to pro rata fees, except as provided in paragraph 3.7.
- 13.8 If PERS is delayed by causes other than those caused by the TPA, its agents or subcontractors, in phasing out the services provided by this agreement beyond the effective date of termination, the TPA shall provide (at PERS' request) extended operation services for a period not to exceed six (6) months from the effective date of termination. Such services shall be provided at the same compensation rate as provided under this agreement.

ARTICLE XIV - FORCE MAJEURE: OTHER FAILURES OR DELAYS

- 14.1 Neither party shall be liable to the other for any failure to comply with the terms of this Agreement, for any delay in the performance thereof or for failure to perform under the terms and provisions of this Agreement, where such failure or delay is due to causes beyond such party's reasonable control, provided the party whose performance is so delayed promptly notifies the other party of the cause of such delay, the delay is of no greater scope or of no greater duration than required by the circumstances and the party claiming such delay promptly employs all reasonable efforts to remove or avoid the cause of delay and resumes performance of its obligations hereunder.

ARTICLE XV - GOVERNING LAW, VENUE; CONSENT TO JURISDICTION

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between any of PERS (and/or any other agency or department of the State of Oregon), Employer and TPA that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EMPLOYER AND TPA, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

ARTICLE XVI - COMPLIANCE WITH APPLICABLE LAW

- 16.1 Employer and TPA shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Employer and TPA expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Read Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. PERS' performance under this Agreement is conditioned upon Employer's and TPA's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which are incorporated by reference herein. Employer and TPA shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)).

ARTICLE XVII - SCHEDULES

- 17.1 The Schedules attached to this Agreement and referred to herein shall be deemed to be a part hereof. If there is any conflict between the terms of the Agreement and the terms of the schedules, the terms of this Agreement shall have precedence.

ARTICLE XVIII - TERM OF AGREEMENT

- 18.1 This Agreement shall become effective as of the date stated in the first paragraph of this Agreement and shall continue in full force and effect until terminated as provided in Article XII.

ARTICLE XIX - SEVERABILITY

- 19.1 If any provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective, provided that the parties shall exercise their best efforts in good faith to replace by mutual agreement any such invalid or unenforceable provision that in the opinion of either party materially affects their position under the Agreement.

ARTICLE XX - MISCELLANEOUS

- 20.1 The Employer represents and warrants that the Deferred Compensation Investment Program in which participants will be investing is held in trust with the Employer acting as trustee for the exclusive benefit of participants and their beneficiaries in accordance with IRC 457(g).
- 20.2 No party to this Agreement shall assign its rights or delegate its duties or responsibilities under this Agreement, or subcontract any of its responsibilities, except as expressly provided in this Agreement, without the prior written approval of the other parties. Such approval shall not be unreasonably withheld. Unless otherwise expressly stated in such approval by a party, any such assignment or delegation shall not relieve the assignor or delegator of any of its duties or obligations under this Agreement.
- 20.3 This agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties.
- 20.4 This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE XXI - SURVIVABILITY

21.1 The provisions of Articles VII, XI, XIII, XV, XIX and sections 3.4, 3.5, 3.6, 4.5, 4.6, 8.2, 9.1 and 11.2 shall survive the termination of this agreement.

ARTICLE XXII - NOTICES

22.1 Notices and demands to be given under this Agreement by one party to another shall be given by United States mail, certified, addressed to the party to be notified or upon whom a demand is being made, at the respective addresses set forth in this Agreement or such other place as any party may, from time to time, designate in writing to the other parties. Notice shall be deemed to be effective on the day the notice is mailed.

Employer (provide name of employer and address): _____

PERS: Oregon Savings Growth Plan
Attn: Jack Schafroth
800 Summer Street N.E., Suite 200, Salem, OR 97310

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

_____ (Employer)

Signature	Date
Printed Name	Title

Oregon Public Employees' Retirement System

Signature	Date
Printed Name	Title

Voya

Signature	Date
Printed Name	Title

EXHIBIT A

ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This Addendum to Administrative Services Agreement (the "Addendum") is executed as of _____ by _____ ("New TPA"). By execution of this Addendum, New TPA agrees to become a party, as the "TPA" thereunder, to that certain Administrative Services Agreement dated as of _____ by _____ and among the Oregon Public Employees' Retirement System ("PERS"), _____ ("Employer") and a TPA (the "Administrative Services Agreement"). New TPA shall become a party to the Administrative Services Agreement as the TPA thereunder and shall have all the rights and obligations of the TPA thereunder on the date PERS delivers this executed Addendum to Employer in accordance with the notice provisions of the Administrative Services Agreement (the "Effective Date"). If PERS and TPA have agreed to any changes to the TPA Services from those in existence prior to the Effective Date, a full description of the TPA Services as agreed to between PERS and TPA is set forth on the Schedule of TPA Services attached hereto and this Schedule of TPA Services shall become Schedule A to the Administrative Services Agreement on the Effective Date, replacing in its entirety any Schedule A to the Administrative Services Agreement in existence prior to the Effective Date. All capitalized terms used but not defined herein or in the TPA Services replacing Schedule A to the Administrative Services Agreement shall have the meanings assigned thereto in the Administrative Services Agreement.

(NEW TPA)

Signature	Date
Printed Name	Title

**ACCEPTED AND AGREED TO:
OREGON PUBLIC EMPLOYEES RETIREMENT SYSTEM**

Signature	Date
Printed Name	Title

LOCAL GOVERNMENT PROGRAM

Except where responsibilities have been expressly allocated to PERS or Oregon State Treasury, the TPA is responsible for ensuring that the services described in this Schedule A are performed. TPA understands and agrees that PERS is relying on TPA's superior knowledge and expertise with respect to the services described in this Schedule A. In providing advice and services to PERS and Employers pursuant to this Schedule, TPA shall exercise the skill and expertise called for by the work to be performed. Without limiting, but in addition to, any other representations or warranties provided under this Agreement, TPA specifically represents and warrants that it has the necessary skill, qualifications, and expertise to provide the services required under this Schedule A.

TPA agrees to advise PERS of and make available to PERS any future enhancements and improvements to TPA's recordkeeping services. PERS may amend this contract to include additional, enhanced or improved services for such additional compensation as may be mutually agreed upon. This agreement may also be amended for reasons not expressly set out above upon written approval of all of the parties.

I. BUSINESS REQUIREMENT

A. Payroll Interface

A.1 *Transmission modes*

Payroll Demographic Data, as defined in Section A.3, below, must be transmitted to TPA through Payroll/Administration program which is available through TPA's SponsorWeb. The proper security access will be set up between TPA and Employer according to TPA data security guidelines.

A.2 *Employer payroll feed to TPA*

The payroll contribution files and appropriate payments will be posted and sent by Employer to TPA through Payroll/Administration for each pay period. The trade date for the transactions will be the date on which the contributions are posted to TPA's Recordkeeping System. The "Recordkeeping System" is the database owned and operated by the TPA that tracks all activity in the Plan including, but not limited to, contributions, distributions, fund transfers, earnings and losses, and Demographic Data. One week prior to this day, the payroll contribution files will be transmitted by Employer to TPA in TPA's format. TPA will use its best efforts to resolve any discrepancies with the Employer from the Edit Report. The "Edit Report" is used by the TPA to ensure that any transaction recorded in the Recordkeeping System contains no errors.

Demographic updates will be sent from Employer to TPA with the payroll file using the Payroll/Administration system.

RETIREMENT INVESTMENT SERVICES RECORDKEEPING

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Detailed Participant Contributions

The payroll deferral records are at the Participant level. TPA will capture and store the election percentages of each employee enrolled in OSGP and participating in one or more OSGP investment options ("Participant") through the Demographic Data update. Deferral amounts on the contribution record should reflect amounts split by source only. TPA will then allocate the amounts to the appropriate investment funds based on the Participant election percentages stored on the system.

A batch totals record reflecting the totals, by source, of the Participant payroll records will accompany each payroll sent to TPA by Employer.

TPA will perform the following contribution eligibility edits:

- Allocation percent is zero for contributions source - *reject contribution*
- Deferral limit exceeded - *reject contribution*
- Terminated status - *warning message*
- Negative contributions exceed fund balance - *reject portion of contribution and contact Oregon Savings Growth Plan to resolve. A negative balance will not be created.*
- Employee not in Plan - *employer will be contacted to have the employee fill out an enrollment application.*
- Duplicate Participant contribution record - *reject duplicate unless employee is working for two (2) employers. In that case, a second account would be created using a "999" Social Security number.*

New Enrollees

Transactions for any newly enrolled employee should be sent before the date on which the employee's first deferral is eligible to be processed. The "Local Government Coordinator" (LGC), who is the PERS employee whose duties include liaison with Employer, will send to the TPA via hard copy or digitized image in an agreed upon format via electronic transmission the enrollment form, demographic information, beneficiary information, and the initial investment election for each Participant. An initial Personal Identification Number (PIN), which will be generated and sent as a self-sealed confirmation to the Participant to register their online account and access their account through the toll-free number.

Frequencies

LGC and Employer will feed payrolls to TPA according to the payroll calendar.

A.3 TPA payroll feedback to employer

Overview

Feedback is sent electronically by Voya monthly via data transfer.

Demographic Interface

Demographic Data will be sent to the TPA by PERS and Employer according to a schedule determined by Employer and TPA. "Demographic Data" includes the following information for each Participant:

- | | | |
|---------------------------|--------------------------|-------------------------------------|
| 1. Social Security number | 6. Zip Code | 11. Participant Status |
| 2. Name | 7. Birth Date | 12. Contribution percent |
| 3. Address | 8. Payroll Location Code | 13. Contribution dollar |
| 4. City | 9. Termination Date | 14. Employer Location (PERS Number) |
| 5. State | 10. Termination Reason | |

Demographic Data will be posted in recordkeeping system by TPA immediately upon receipt from Employer.

B. Plan Processing

B.1 Contributions

Contributions will be sent by Employer via Payroll/Administration and received by TPA according to payroll frequency. Employer will send contribution information for the following sources:

- Employee deferral contribution pre-tax and/or Roth 457.
- TPA will receive funding prior to posting the contribution data.

B.2 Enrollments/Eligibility

LGC and Employer will determine the eligibility of an employee. The Participant will enroll online or via a form through the LGC or Employer who will notify TPA. An employee may be eligible to participate in OSGP immediately. Upon receipt of the enrollment transaction from LGC or Employer, TPA will send the Participant a Personal Identification Number ("PIN"), which will be used by the Participant to register their online account and access their account through the toll-free number.

Newly enrolled Participants may contact the TPA at the OSGP website (WEB), by the Interactive Voice Response System (IVR) or by Customer Service Representatives employed by TPA (CSR) daily and change investment options, subject to any trading restrictions and limitations.

B.3 PIN generation and issuance

- As new Participants are enrolled, PINs will be generated and issued to them.
- Once PIN received, Participants will use to register their account by creating a username and password
- Participants can then request a temporary password sent via email or to their mobile phone number

B.4 Contribution change

Contribution changes will be made via the WEB/IVR/CSR. They must be in increments of \$1.

Subject to any catch-up elections, set forth in Section B.5, deferral contribution percentages range from 0% to 100% of compensation. The minimum contribution dollar amount is \$25 for both Roth and pre-tax. In addition to the monthly limitations of deferral, in no event shall the amount deferred for any employee's taxable year exceed the applicable IRC limits. TPA will monitor contribution percent/dollar changes to Plan rules.

B.5 Catch-up provision

Under certain conditions set out below, and subject to changes that may be made by PERS, including changes required by law, Participants may make extra contributions to the Plan. A Participant may elect one of the following options, but may not exercise both simultaneously:

Three-Year Catch-Up

(a) The earliest date a Participant may utilize this catch-up provision is up to three years before the Participant's normal retirement age as defined under the plan sponsor's retirement system. Within one to three years prior to the Participant's normal retirement age, the Participant may make additional contributions not to exceed the lesser of:

- (i) twice the dollar amount in effect under Internal Revenue Code section 457(b)(2)(A) or
- (ii) the sum of the maximum contribution level available to the employee (the lesser of 100% of income or the applicable dollar amount) plus so much of the annual maximum contribution level as was not previously used; or

50-Plus Catch-Up

(b) A Participant who has obtained the age before the close of the plan year may defer an amount in addition to the maximum contribution level, not to exceed:

- (i) the dollar amount stated by the Internal Revenue Service.

Participant will request the forms from and return the forms to the OSGP office.

B.6 Investment election percent option

Investment election percent changes will be made using the WEB/IVR/CSR. They must be in increments of 1 percent and may be made daily, but the investment election last selected prior to the posting of the contribution will be used for that contribution investment, subject to any trading restrictions or limitations.

TPA will monitor investment election percent change frequency according to Plan rules.

B.7 Fund transfers

Spot Transfers

Spot transfers will be processed with the following criteria:

- One dollar (\$1) increments.
- Dollar out, dollar or percent in.
- As spot transfers, i.e. transfer \$5,000 out of Fund A moving \$2,500 into Fund B and \$2,500 into Fund C; transfers must total 100% of the total dollar amount transferred.
- Cannot transfer "out of" and "into" the same fund in the same transaction.
- Participant may transfer once a day.
- Transfers are subject to the following restrictions on how often a Participant can transfer moneys among the funds:
 - o *Ninety (90)-day equity wash between the Stable Value Option or the Self-Directed Brokerage Account. An automated enforcement mechanism will insure the transferred balances remain in the "non-competing" investment vehicle for a period of three (3) months prior to being moved to the competing option. This "tags" the amount to be restricted and does not freeze the entire amount in the option.*
 - o *Transfers from the Stable Value Option may be limited on an annual basis as determined by Employer/LGC.*
 - o *A participant may not make a trade exceeding \$100,000 per fund, per day.*
 - o *A purchase that is attributable to a trade in the International Option may not be redeemed from that option for 30 days following the date of the trade.*
 - o *Additional limitations on transfers that may be imposed as a result of industry regulation, investment manager contract terms, or PERS policy, whether those restrictions apply Plan-wide or to specific Participants.*

Plan Participants are subject to transfer guidelines outlined by each Investment Option Prospectus, as they may be amended from time to time. Guidelines are strictly enforced by Plan Administrator and TPA.

B.8 Plan benefit payments

The TPA shall disburse benefits from assets under the Plan to Participants in accordance with instructions given by PERS and/or the Employer in compliance with the Plan and applicable requirements of the Internal Revenue Code, including appropriate withholding taxes and reporting of distributions. The TPA shall offer direct deposit services to Participants electing periodic payments. A complete reporting and tracking process for distributions is identified in the confirmation procedures and processes provided in Section IV of this Schedule A.

B.9 In-service withdrawals

De Minimis Withdrawals

If a Participant's account balance is less than \$5,000, and the Participant has not contributed to the Plan for a minimum of two years, the Participant may request that the balance of the account be distributed to the Participant. This option may be elected only once.

Emergency Withdrawals

Active Participants will initiate emergency withdrawals through the WEB/IVR/CSR. TPA will mail the appropriate form(s) to Participants. Participants will return completed form to PERS for review. If form is missing information, TPA/PERS will contact Participant to request additional documentation. Emergency withdrawals will be taken pro-rata among Investment Options and a check will be sent to the Participant's address on record unless direct deposit information has been provided.

Withdrawal Restrictions

There is a required six-month suspension of contributions following any in-service withdrawal. A reinstatement confirmation will be generated and mailed to the Participant instructing Participant to contact WEB/IVR/CSR to elect a contribution percent or contribution dollar amount.

Trustee-to-Trustee Transfers

A Trustee-to-Trustee Transfer for the purpose of purchasing permissive service credit for the PERS defined benefit plan as described in Code Section 415(n) or a Trustee-to-Trustee Transfer that meets the requirements of 26 CFR 1.457.10(b)(4) may be made while a participant is still employed.

B.10 Terminations

PERS or Employer will notify TPA of terminated Participant via the monthly refresh of Demographic Data or by other means acceptable to TPA and PERS. TPA will mail a severance package to Participant. Participant will return completed forms to PERS or Employer. There is an automatic freeze period of 30 days before any type of distribution can be processed. PERS or Employer will monitor the 30-day freeze period, and only forward completed severance from employment forms to TPA that are eligible for immediate processing. TPA will process all such forms promptly and mail all checks directly to the Participant's address maintained on TPA recordkeeping System. Death benefit checks will be mailed to the beneficiary.

Types of Payment

(a) Lump Sum/Rollovers

- Reason for termination must be due to death, retirement, or separation of service.

(b) Installments

- Reason for termination must be due to death, retirement or separation of service.
- Installments will be available in annual, semi-annual, quarterly, or monthly intervals.
- Installment Types (Account balances equal to or greater than \$1,000):
 - a. *Fixed number of payments.*
 - b. *Specific dollar amount.*
 - c. *Required Minimum Distributions.*

(c) Partial Lump Sum with Installments to Follow

- Reason for termination must be death, retirement or separation from Service.
- Installments will be available in annual, quarterly, monthly or semi-monthly intervals.
- Participant will select an initial payment amount, and select an installment option for the remainder of the balance to be paid out.
- Account balance of \$1,000 or greater.

Installment Payment Special Notes

If a plan sponsor employs a Participant, that Participant is eligible to receive only allowable in-service distributions. A Participant who severs employment from a plan sponsor and returns to work with the same plan sponsor, the Participant may receive only allowable in-service distributions.

(d) Partial Lump Sum

- Reason for termination must be death, retirement or severance from employment.
- Participant will select an initial payment amount and may or may not request subsequent withdrawals.

(e) *Defaults*

The date on which TPA sends a severance from employment package to a terminated employee will be flagged on recordkeeping system as the Termination Notification Date. At 30 days after the Termination Notification Date, if TPA has not received a severance from employment form providing distribution instructions, the following default payouts will occur:

If a participant turned 70 ½ in 2019 or earlier and still has a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reach 70 ½. Beginning in 2020 or later, and they have a balance in the Plan, they are required to take a Required Minimum Distribution (RMD) by April 1st of the calendar year following the calendar year in which they reach 72, or when they separate from service, whichever is later.

Withholding:

For eligible rollover distributions, a mandatory 20% federal withholding will apply, and if no state withholding election is made, the default will be zero withholding for Oregon. If the Participant makes no election, periodic payments that are not eligible for rollover will be set up with a default of Married/3 federal withholding and Single/0 Oregon state tax withholding; non-periodic payments that are not eligible for rollover will be set up with a default of 10% federal withholding and 8% Oregon state tax withholding.

B.11 Transfers and rollovers

a) *Plan-to-Plan Transfers and Rollovers*

- If a Participant transfers to a position within another jurisdiction that offers a plan eligible to receive rollovers from a 457 plan, PERS or Employer will provide TPA with appropriate instructions to complete the transfer. Such transfer is subject to the terms and conditions of the plan receiving the funds.
- If a Participant previously worked in a position within another jurisdiction that offered a plan eligible for rollover distributions into a 457 plan, PERS or Employer will provide TPA with appropriate instructions to complete the transfer from the outside plan into the PERS Plan. Participant may also rollover pre-tax and Roth contributions from an IRA into the Plan. IRAs funded with after tax dollars are not eligible to be rolled over or transferred into the Plan.

b) *Provider to Provider Transfers*

- Participant may transfer funds between investment providers. Employer/LGC will provide TPA with appropriate instructions to complete transfer.
- PERS or TPA may assess a Fee to the Participant for this transaction in the sole discretion of PERS and subject to any notice requirements under state or federal law.

B.12 Adjustments

As-of or backdated transactions will be used for processing adjustments, reflecting as-of price. Incorrectly processed transactions and inaccurate transactions will always be corrected, regardless of how much time has passed since the original transaction was processed. The Participant will always be held harmless from errors for which the Participant is not responsible.

B.13 Court orders

Qualified Domestic Relations Orders

Upon notification by Employer or LGC of a pending Qualified Domestic Relations Order (QDRO), TPA will flag the Participant's account to restrict him/her from taking any distributions or withdrawals. Once Employer or LGC has determined an order to be qualified, they will direct TPA to set up the receiving person on their recordkeeping system. Employer or LGC may decide to place additional restrictions on QDRO accounts, of which it shall inform TPA and with which TPA shall comply.

If the receiving person is also a Participant in the Plan, TPA will set up a fictitious Social Security account for the account resulting from the QDRO. The receiving person will have two (2) accounts in the Plan, the account resulting from the QDRO and the account the receiving person has as a Participant in the Plan. When such a receiving person elects payment, payment from the person's regular Participant account and payment from the QDRO account shall be made by separate checks and reported on separate 1099R forms.

There will be an administrative fee of \$300 for all QDRO accounts processed. This fee will be processed after the account has been split and will be taken out pro rata from each account according to the ratio removed from the employee's account. This fee is a PERS administrative fee. TPA will remit any such fees collected to PERS.

B.14 Death benefits

Upon notification by PERS of the death of a Participant, beneficiary, or alternate payee, TPA will flag the account to suspend all activity on the account including distributions and mailing of statements. Upon notification by PERS, TPA will immediately move assets in the affected account as directed by PERS. PERS will direct TPA to establish accounts for the receiving beneficiary or beneficiaries on the Recordkeeping System.

If the beneficiary or beneficiaries are also participating in the Plan, Contractor will establish a fictitious Social Security account. The beneficiary will have two (2) accounts in the Plan, one for the death benefit account and the account the receiving person has as a Participant in the Plan. When beneficiary elects payment, payment from the death benefit account and payment from the person's regular Participant account shall be made by separate checks and reported on separate 1099 forms.

B.15 Beneficiaries

Employers, TPA and PERS will maintain beneficiary data for all Participants. TPA's CSRs shall provide beneficiary forms to Participants upon request. TPA shall process distributions to beneficiaries, including designated beneficiaries, in accordance with section 401(a)(9) of the Internal Revenue Code.

B.16 Loan program

If Addendum 1 to Schedule A has not been signed and incorporated into this Agreement, this Employer elects not to participate in the Loan Program authorized by OAR 459-050-0077, and therefore the Loan Program would not be available to Participants employed by this Employer.

C. Special Processing

Records Maintenance; Access

TPA shall maintain all financial records relating to this Agreement in accordance with Oregon State Archives Records Retention Schedule. In addition, TPA shall maintain any other records pertinent to this Contract in such a manner as to clearly document TPA's performance. TPA acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of that are pertinent to this, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts, shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six years, or such longer period as may be required by applicable law and as described in the next paragraph, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

II. EDUCATION AND COMMUNICATIONS

TPA will be responsible for the on-going generation and mailing of PIN letters and PIN reminders, daily transaction confirmations and annual Participant account statements. The OSGP website and voice response unit will be available for daily account information as well as certain plan and fund information. Customer service representatives will be available to handle Participant inquiries.

TPA will also will be responsible for communicating plan features through employee meetings.

Communication materials on the OSGP shall be designed, produced and distributed at the TPA's expense and shall be filed with and approved in advance by PERS. Communication materials to be provided by TPA shall include the following:

Enrollment form that provides information about the Plan and its investment options. The forms used in the Plan have been developed by PERS, but are subject to review by the TPA. However, PERS shall make the final determination as to the form content. It is TPA's responsibility to review with PERS periodically to assure contents are current and to recommend revisions as appropriate.

On-going Communication to include: Quarterly newsletters, Plan enhancement communications, and Participant statements.

Education is to include on-site employee investment education meetings for public employees and local jurisdictions, as requested by PERS or Employer.

Meetings. TPA shall conduct education and enrollment meetings for local jurisdictions around the state and shall participate in meetings scheduled by departments and agencies within the various local governments, as requested.

Plan Website. The TPA will maintain and operate an interactive Plan website for Participants. The site will allow for Personal Information, Communication Preferences, Resource Center, and all transaction. TPA and PERS will work together on content and any changes to the site.

Voice Response Unit. The TPA will operate an interactive voice response telephone system for Participants. The TPA will work with PERS to assure that Participant calls are easily transferred to the Customer Service Representatives for those individuals desiring to talk to persons.

Customer Service Representatives. The CSRs will be responsible for maintaining a quality relationship with the program's Participants by responding to incoming telephone inquiries from Participants in an accurate and timely manner. Research item response time should be no longer than three business days. If additional time is needed, a call to the Participant will be made. TPA shall make reasonable efforts to maintain current addresses for all Participants. The TPA will ensure that only qualified CSRs will respond to calls from the Participants. Qualified CSRs will have had experience in servicing customer's needs, including customer service training and knowledge of defined contribution/benefit plans (knowledge of IRC 457 plans is preferred). Specific plan training is also required prior to servicing these plan calls. The TPA shall provide scripts to the CSRs. PERS reviews and approves these scripts, which are revised periodically.

On-Going Education for Customer Service Representatives. The Customer Service Representatives will receive periodic training on the OSGP, IRC 457 and applicable regulations, investment education, and customer service techniques. This training is to be provided by the TPA and PERS as requested by PERS through telephone conference calls, written materials, or in person.

Monitoring Calls. PERS will schedule calls each month with TPA to monitor a minimum of 60 recorded minutes of random calls to the Customer Services lines from Oregon participants.

Employer Reports. The TPA shall provide the following reports to PERS and such additional reports as are agreed to by the TPA and the Employer from time to time.

- a. Financial information required for reporting of deferred compensation plans as outlined in the most recent applicable Governmental Accounting Standards Board statement.
- b. Quarterly and fiscal year-to-date financial statements by plan and by investment detailing beginning balance, receipts (specifying new deferrals, external transfers in received, and investment earnings), and disbursements (specific benefit withdrawals, death benefit withdrawals, hardship withdrawals, internal transfers out, external transfers out, market value adjustments, investment losses, and administrative fees).
- c. Monthly and quarterly plan summary financial reports summarizing monthly activity, year-to-date activity, and inception-to-date activity for each investment.
- d. Monthly reconciliation reports of plan records to investment provider records.
- e. Monthly reports of performance of each investment option and applicable benchmarks for each option.
- f. Annual reports of IRS compliance activity, including:
 1. number of Participants and beneficiaries receiving distributions through the calendar year, number of 1099 forms issued, total state and federal taxes withheld and remitted to the IRS and state revenue departments, and if requested by Employer, copies of report forms;
 2. report to Employer detailing Participants potentially exceeding annual contribution limits by October 31 of year;
 3. report detailing names, or Social Security numbers, addresses, and account balances of inactive Participants over age 70½ who are not currently receiving distributions complying with IRS Code Section 401(a)(9).

III. WEB/INTERACTIVE VOICE RESPONSE (IVR)/CUSTOMER SERVICE SYSTEM (CSR) INQUIRY FEATURE

WEB/IVR/CSR OVERVIEW

The implementation of an OSGP website and voice response network supported by CSRs allows Participants access to information and transaction processing on a daily basis by making a telephone call. CSRs are able to provide assistance to Participants by utilizing a Windows-based workstation that allows them to answer Plan questions, input research requests, and process Participant requests.

General IVR/Customer Service Representative

- The WEB and IVR are available 24 hours a day, seven (7) days a week with minimal scheduled down time for the Voice System between 12:00 A.M. and 6:00 A.M. (PT) on Sundays for maintenance.
- The 800 telephone number to access the IVR is **(800) 365-8494**. Participants may enter the IVR using their Social Security number and a personal identification number.
- TPA shall provide the OSGP Participants access for the hearing impaired, and dialogues in foreign languages. (There may be an additional fee for dialogues in foreign languages).
- CSRs are available Monday through Friday, 7:00 A.M. to 5:00 P.M. (PT), excluding New York Stock Exchange holidays.
- Transactions completed at or before 3:59 P.M. (ET) are effective the same business day on days when the New York Stock Exchange is on its normal schedule.
- Transactions completed after 3:59 P.M. (ET) are effective the next business day on days when the New York Stock Exchange is on its normal schedule.
- Transactions are not processed on New York Stock Exchange holidays.
- Transaction cut-off times will correspond to any early closing of the New York Stock Exchange.
- Participants have the ability to change or cancel transactions made that day prior to 3:50 P.M. (ET) of the same business day.

IV. REPORTING

A. Participant reporting

Confirmation Statements

All confirmation statements will be generated on a daily basis as transactions are performed over the WEB, the IVR or the CSR workstation. Any confirmation number generated through the WEB, IVR or the CSR workstation will be printed on the confirmation. The confirmation will also contain the trade date of the transaction.

A customized Plan logo shall be used on all confirmation statements.

All confirmation statements will contain the name and the address of record, and they will be mailed directly to the Participant within two business days.

The following is a brief description of each confirmation statement offered:

Address change confirmation

- This confirmation is produced when an address change has been requested.
- This confirmation includes the previous address and the requested new address.
- Two confirmations are produced, one mailed to the old address and one mailed to the new address.

Automatic fund rebalance notification

- This confirmation is produced after the rebalance has taken place.
- The confirmation will include the date of the rebalance, a list of investment names, and the prior balance of each before the rebalance and current balance after the rebalance has taken place.

Automatic fund rebalance reminder

- This confirmation is a reminder and it is sent prior to the date of the rebalance (quarterly or annually)
- The confirmation includes the date of the rebalance, the investment names, and current investment election.

Beneficiary change confirmation

- This confirmation is produced when beneficiary information is updated or changed.
- This confirmation includes the beneficiary(ies) name, relationship, and percentage to be allocated.

Contribution change confirmation

- This confirmation will be generated when a Participant changes their contribution dollar amount through the WEB/IVR/CSR platform.
- The statement will show the new deduction dollar amount.

Distribution confirmation

- This confirmation will be produced when a termination payment is made for a Participant.
- These payments include lump sum payments, rollovers, required minimum distributions.
- The confirmation will contain the fund breakdown of the termination payment as well as any applicable tax basis information.

Eligibility/or reinstatement confirmation

- This confirmation will be produced when a Participant has completed an in-service withdrawal suspension.
- This confirmation will notify the Participant that he is again eligible to re-enroll by electing a contribution percent or contribution dollar amount by contacting WEB/IVR/CSR. The confirmation will include the eligibility date for re-enrollment.

Election percentage change confirmation

- The election percentage change confirmation will be generated when a Participant changes the percentage of the funds in which they want to invest.
- This confirmation will reflect the old and new percentage elections between the funds.

Newly enrolled confirmation

- This confirmation statement will be issued the first time a Participant becomes enrolled to participate in the Plan.
- The confirmation will include the contribution and investment election percentages selected by the Participant. The Participant's PIN will be mailed in a separate sealed mailer.
- The confirmation will include the website address and 1-800 number to call.
- For security purposes, the PIN notice will not show the Participant's Social Security number.

PIN request confirmation

PIN confirmations will be generated for the following reasons:

- When a Participant requests a PIN reminder, the Participant's current PIN will be reported on the confirmation.
- Participant enters incorrect PIN three times.

For security purposes, the PIN confirmation will not show the Participant's Social Security number.

Transfer confirmation

- Transfer confirmations are issued daily when WEB, IVR or CSR interfund transfers are made by the Participant.
- Confirmation statement will contain the dollar value that was transferred, the amount that was transferred in and out of each fund, and the breakdown of the balance in each fund after the transfer is completed.
- Transfer confirmations will be issued for both spot and reallocation transfers.

Unforeseeable Emergency withdrawal confirmation

- This confirmation will be produced when an emergency withdrawal is processed.
- The confirmation will contain the breakdown between funds of the total amount withdrawn and will also provide the applicable tax basis information.

Unforeseeable Emergency withdrawal package confirmation

- A confirmation can be generated when a Participant requests an Unforeseeable Emergency withdrawal package through the WEB, IVR, or CSR.
- TPA's Plan administration unit will mail confirmation to the Participant along with the withdrawal package.

B. Participant statements

Participant statements are created on a quarterly basis and available online.

C. Plan reporting

TPA shall provide the following report(s):

Participant Valuation Summary (Totals Only)

This quarterly Participant summary of all Plan assets by Participant in the aggregate is sent to PERS and may be sent to Employers upon request. Activity listed includes opening balance for the period, contributions, earnings, payments, other activity, closing balance, and vested balances. Subtotals are provided for each investment vehicle. Optional features available with this report, upon Employer's request, include: printing certain Participant information such as dates and salary, sorting criteria, and selective reporting based on status and/or sources of contributions.

Reconciliation

A copy of the monthly Plan reconciliation will be sent to PERS. This reconciliation details any transactions backdated into the system that did not appear in the original Participant Valuation Summary.

Deferral Report

Deferral Report as listed in the payroll section.

V. COMPLIANCE

Minimum Distribution Processing

Required Minimum Distributions

TPA will provide PERS with a report for review in October of each year that identifies, by status code, those participants that turned 70½ in 2019, as well as those turning 70½ after January 1, 2020. Thereafter, a report will be provided for those turning 72 in the current year. PERS will solicit employees on the report who have terminated for payment information and submit to the TPA via hard copy for processing.

VI. EMPLOYER/TPA SIGNATURES

Employer: _____

Verified by signatures

X _____

Employer's Signature (Do not print)

Printed Name

Date

X _____

PERS Signature (Do not print)

Printed Name

Date

ADDENDUM TO SCHEDULE A, SECTION B.16, LOAN PROGRAM, OF THE ADMINISTRATIVE SERVICES AGREEMENT



This Addendum is executed pursuant to Section B.16 of Schedule A to the Local Government Administrative Services Agreement as revised by the Public Employees Retirement System effective July 1, 2007.

LOAN ISSUANCE

Eligibility

- Participants who are currently employed by an employer participating in this loan program are eligible for a Participant loan.
- Retired participants, participants separated from employment, designated beneficiaries, and alternate payees are not eligible.
- Participants who are active employees are eligible following issuance of a QDRO. The amount available for borrowing following issuance of a QDRO shall be based on the reduced account balance after the QDRO.
- Participants must have accumulated a deferred compensation account balance of at least \$2,000.

Loan Type

- General Purpose
 - A loan not taken for the purpose of acquiring a principal residence.
 - Must be repaid over a non-renewable repayment period of up to five years (60 months).
- Residential
 - A loan made for the purpose of acquiring a principal residence, which is, or within approximately 3 months of the loan being requested shall be, the principal residence of the participant.
 - Must be repaid over a non-renewable repayment period of up to 15 years (180 months).
 - A refinancing does not qualify as a residential loan.
 - A copy of the participant's Purchase and Sales Agreement must be provided by the participant to Third Party Administrator (TPA) before TPA disburses the loan to participant.

Payment Features:

- The loan will be repaid through payroll deductions in equal installments over the duration of the loan.
- Loan repayments are paid back with after-tax dollars.
- Participants are not able to deduct the interest on the loan.
- Loan refinancing is not available.
- TPA may accept full payment on any loan balance at any time.
- TPA shall not accept any extra payments, partial prepayment or partial advance payment during the duration of the loan.

Source Hierarchy

- The hierarchy among sources for loan proceeds will be as follows:
 - Before-tax employee account.
 - Rollover account(s) (from other tax qualified plans).
- TPA shall deduct the loan proceeds on a pro-rata basis, from each investment option in which Participant is enrolled.
- TPA shall credit loan payments to the participant's then current investment elections at the time of repayment. If for any reason, the allocation is not known, the payment shall be allocated to the Stable Value Option.

Interest Rate

Except for loans to active service members as described below, the rate of interest for a loan shall be fixed at one percent (1%) above the prime interest rate as published by the Wall Street Journal on the last business day of the month prior to the month in which the loan is requested.

General Loan Process

- Participants will initiate general loans online or through the Plan Information Line.
- If approved, TPA shall mail the loan check to participant at participant's address on record within two business days of approval. The back of the loan check represents the Promissory Note the participant will sign to accept the terms of the loan. The Truth-in-Lending Statement shall be included with the check.

Residential Loan Process

- Participants will initiate residential loans online or through the Plan Information Line.
- TPA shall mail the Promissory Note and Truth-in-Lending Statement to participants.
- Within 30 days of mailing by the TPA, a participant must sign and return the Truth-in-Lending Statement to the TPA with the appropriate documentation, including the Purchase and Sale Agreement. If the documentation is incomplete or the Promissory Note is returned after the expiration date, TPA must reject the loan.
- If approved, TPA shall mail the loan check and loan disclosure statement to participant at participant's address on record within two business days of approval. The back of the loan check represents the Promissory Note for the terms of the loan.

Loan Limits

- Minimum loan request is \$1,000.
- Maximum is the lesser of: \$50,000, or one-half of the value of the participant's deferred compensation account on the date the loan is made.
- TPA shall reject request for loans that are not within these limits.

Loan Modeling

- All eligible participants may model their loans up to their available amount by online or by calling the Plan Information Line.
- All active participants may model a loan.

Restrictions

- Participants can only have one (1) outstanding loan at one time.

Fees

- TPA shall deduct from participant's account a one time non-refundable loan application fee of \$75 at the time the loan is processed.
- Loan fees will be charged from the same source hierarchy and pro-rata from available funds as the loan issue.

LOAN REPAYMENTS

Payroll Payments

- Repayments will be sent to TPA via scheduled payroll transmissions along with regular contributions. loan payments will coincide with employee's current payroll frequency schedule.
- Participant applies for loan via phone or on-line. Once approved, TPA shall transmit a Loan Issue Report to employer. It shall include:
 - o Social Security Number
 - o DIV_SUB ID NBR – Location Number
 - o Issue Date
 - o First Loan Payment Date
 - o Loan Payment Amount
- Employer will use this information to set up loan as soon as administratively possible to ensure first payment is made by date on Loan Issue Report.

Repayment Start Date

The first loan payment shall be processed as follows:

- Loans issued during a calendar month will begin payments by no later than the second calendar month following the month the loan is issued.
- Amortization schedules shall not be provided when loans are issued, but shall be made available upon request.
- Loans may be re-amortized if there is a change in the Participant's payroll frequency or status.

Other Payments

- Participants who become inactive (e.g., leave of absence, disability, or military leave) may continue paying off any outstanding loan(s) by certified check, money order or cashier's check payable to the Oregon Savings Growth Plan and mailed to TPA or they may have their loans suspended up to but not exceeding 12 months, provided that such suspension does not cause them to exceed the original loan term.

Bankruptcy

- Employer notifies TPA by fax or email that participant has filed for bankruptcy when employer learns of filing.
- While on bankruptcy, employer will continue automatic payroll deduction for loan payments. The normal default process applies.

Loan Compliance

- Loans are considered in default if the loan is not repaid by a scheduled payment date or if the Participant separates from employment with the employer that participates in the loan program.
- Sixty (60) days prior to the scheduled payoff date, a notice shall be sent by TPA to inform Participant of the lump sum amount due.
- A second notice shall be sent at the end of the calendar month preceding the month in which the payoff date occurs.

Interest in Arrears

- Active loans with incomplete, late or missed payments shall continue to accrue interest calculated by TPA. The total interest accrued amount must be repaid within the loan terms. This interest is included in the taxable amount if the loan is deemed distributed.
- Deemed distribution loans will continue to accrue interest and will continue to count against the loan amount and number of loans available to the participant until paid in full if participant remains with the employer that administers the loan payment payroll deductions. This interest is not taxable and the participant may be required to repay the taxable defaulted loan and total interest accrued in order to qualify for a new loan.
- If participant is hired by a different employer that participates in the loan program, the canceled (offset) loan from prior employment is not counted toward the loan available amount.

Reporting

- 30-day and 60-day letters notifying participants their loan payments are overdue and compliance notices of loans that must be repaid by scheduled payoff date shall be generated and mailed by TPA.
- TPA shall provide a loan default report to the employer showing missing loan repayments over 30, 60 and 90 continuous days.
- TPA shall issue a 1099-R to the participant for the year in which the deemed distribution or loan cancellation (offset) occurs, showing the distributed loan balance, principal plus accrued interest.

Pre-Payments

- Full payoff may be made at any time following loan issue.
- TPA shall make the Loan Payoff Amount available online or by calling the Plan Information Line, and calculated as the principal due plus all outstanding interest.
- TPA shall accept an early loan payoff in full only if Participant sends to TPA a certified check, money order or cashier's check payable to the Oregon Savings Growth Plan for the full loan payoff amount.

Payoffs after Termination

- Loan balances must be paid off before the last day of the quarter following the quarter in which the payment was missed.

Overpayments

- All overpayments will be refunded regardless of amount. TPA shall mail a check to Participant's address of record.

Leave of Absence

- Participants on leave of absence may be allowed to suspend payments up to 12 months, but must repay the loan and accrued interest within the terms of the loan.

While on Paid Military Leave

- A participant may request a new loan while still being paid by employer. Loan is issued initially under normal plan guidelines then reviewed by TPA for re-amortization at a lower interest rate.
- After the first 30 days of leave, TPA shall re-amortize all outstanding loans using a 6% interest rate unless the current loan interest rate is already below 6%.
- or outstanding loans with interest rate greater than 6%, upon notification to TPA of leave from employer, loans shall be re-amortized by TPA to 6%.

While on Unpaid Leave

- When participant begins an unpaid leave, TPA shall re-amortize outstanding loans to a monthly frequency and shall notify participant that participant may continue payments using the alternate methods described in Pre-Payments.
- After the first 30 days of leave, TPA shall re-amortize all outstanding loans using a 6% interest rate unless the current loan interest rate is already below 6%.
- Participants on unpaid military leave may suspend payments up to the duration of their leave. While on leave, loans are excluded from the default process. However, interest on the loan will continue to accrue.

Return From Leave

- Upon return to active employment, all outstanding loans shall be re-amortized by TPA to participant payroll frequency and original loan interest rate where applicable, effective as of date the participant returns from leave. The loan term shall be extended by the duration of the leave.
- If Participant does not return to active employment upon termination of military service, all outstanding loans (based on the 6% or lower interest rate) shall be included in the plan's loan default process.

Employer's Payroll Frequency:

- Monthly – Date: _____
- Weekly - Day of Week _____
- Every Other Week – Day of Week _____
- Twice a Month – Dates: _____
- Other: Please provide details: _____

Oregon Public Employees Retirement System

Name of Local Government/Employer

Employer's Signature (Do not print)

PERS Signature (Do not print)

Printed Name

Printed Name

Title: _____

Title: _____

Date

Date

LOAN DEFAULT / DELINQUENCY

Loan Default

- Loan default warning shall be sent by TPA when a loan payment is not received within 30 days of a scheduled payment date.
- If payment is not made, a second warning shall be sent by TPA after 60 days from the missed scheduled payment date.
- If payment is not made, a third warning shall be sent by TPA after 90 days from the missed scheduled payment date.
- Loans are deemed distributed if a scheduled payment amount is not received by the end of the quarter following the quarter in which the payment should have been received and the participant remains an active employee with the employer that administers the loan payment payroll deductions.
- Loans are canceled (offset) if a scheduled payment amount is not received by the end of the quarter following the quarter in which the payment should have been received and the participant separates from employment with the employer that administers the loan payment payroll deductions.

**CITY OF BAY CITY
RESOLUTION NO. 2023-023**

**A RESOLUTION APPROVING THE CITY’S PARTICIPATION IN THE OREGON
SAVINGS GROWTH PLAN**

WHEREAS, The City of Bay City, pursuant to the provisions of Oregon Revised Statutes (ORS) 243.474 provides in part that “A local government that establishes a deferred compensation plan may invest all or part of the part of the plan’s assets through the deferred compensation investment program established by the Oregon Investment Council (OIC) under ORS 243.421”, hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also knows as the Oregon Savings Growth Plan, established by OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 2543.435 for its eligible personnel; and

WHEREAS, the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1); and

WHEREAS, The City of Bay City agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the “Plan Document” as identified in ORS 243.401 to 243.507 and TPA services as amended from time to time. Specifically, without limitation, The City of Bay City agrees to appoint its governing body as Trustee of its plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2). The City of Bay City certifies it is an “eligible employer” under IRC Section 457(e)(1) and has received a copy of the Plan Document and TPA Services.

NOW THEREFORE, be it resolved that the City of Bay City shall submit a certified copy of this resolution and “Notification Memo” to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator.

BE IT FURTHER RESOLVED, That the City of Bay City, recognize the PERS Board’s responsibility for maintaining the integrity of the plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5).

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 11th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 11th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder

RESOLUTION FOR INCLUSION UNDER THE STATE OF OREGON DEFERRED COMPENSATION PLAN



LOCAL GOVERNMENT PROGRAM

The City Council (Governing Body) of the City of
Bay City (Employer), pursuant to the provisions of Oregon Revised

Statutes (ORS) 243.474, which provides in part that:

"A local government that establishes a deferred compensation plan may invest all or part of the plan's assets through the deferred compensation investment program established by the Oregon Investment Council (OIC) under ORS 243.421,"

Hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also known as the Oregon Savings Growth Plan, established by the OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 243.435 for its eligible personnel.

Be it further resolved that the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1), and

Be it further resolved that Employer agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the "Plan Document" as identified in ORS 243.401 to 243.507 and TPA services as amended from time to time. Specifically, without limitation, Employer agrees to appoint its governing body as Trustee of its Plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2). The Employer certifies it is an "eligible employer" under IRC Section 457(e)(1) and has received a copy of the Plan Document and TPA Services.

Be it further resolved that Employer shall submit a certified copy of this resolution and "Notification Memo" to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator.

Be it further resolved that the Governing Body and Employer, recognize the PERS Board's responsibility for maintaining the integrity of the Plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5).

DESIGNATION OF AGENT

The person in the following position is hereby designated as the agent in matters pertaining to the State of Oregon Deferred Compensation Investment Program.

Title City Manager
Agent Daniel McCall
Address PO Box 3309 Bay City, OR 97107
Phone Number 503-377-2288
E-mail address Dmccall@ci.bay-city.or.us
Office Hours M-Th 7:30 Am - 5:00pm
Payroll Agent Lindsey Gann
Payroll E-mail address lgann@ci.bay-city.or.us
Phone Number 503-377-2288
Fax Number N/A

SL3

CERTIFICATION

I hereby certify that the foregoing resolution is a true, correct and complete copy of the resolution duly and regularly passed by the City Council (Governing Body) of City of Bay City (Employer Name) of Tillamook (County) on the 11th day of October and that this resolution has not been repealed or amended, and is now in full force and effect.

Dated this 11th day of October, 2023.

X _____
Governing Body Authorized Signature Title

Mailing Address
PO Box 3309 Bay City, OR 97107

NOTIFICATION MEMO

Employer Name <u>City of Bay City</u>	Daytime Phone <u>503-377-2288</u>
Address <u>PO Box 3309</u>	County <u>Tillamook</u>
City, State, Zip <u>Bay City, OR 97107</u>	Federal Identification Number <u>93-6002124</u>
Number of Employees <u>31</u>	PERS Employer Number <u>02241</u>
Employer Representative (Name)	

PAYROLL DATA

- Deferral will be submitted by ACH. Back-up documentation containing the participants' demographic information and deferral amounts must be included.
- Normal payday (i.e., every Thursday, every other Friday, etc): 15th + Last Day of the month
 - Attach payday schedule for a calendar year
 - Number of employees on this pay mode: 31
- Participants are able to indicate upon enrollment whether deferral amount shall be indicated in dollar amount or as percentage of salary per pay period.
- The initial and amended payroll reduction authorization, forms and Letters of Transmittal should be sent to:

Name <u>Lindsey Gann</u>	Title <u>Finance Director</u>
-----------------------------	----------------------------------

5. Payroll Reduction Listing that will be sent prior to each pay day should be sent to:

Name <u>Lindsey Gann</u>	Title <u>Finance Director</u>
-----------------------------	----------------------------------

Councilor Tim Josi report on the proposed Fire District

10/02/2023

I will not be in attendance during the ninth and tenth Bay City council meetings. I will be in New York from the fifth through the tenth. I apologize for not being able to attend and have chosen to express my views on the formation of a Fire District, as detailed below.

As you may know, I chaired all but one of the North Coast Fire & Rescue District Formation meetings. I grew to like and respect everybody who worked on the development of the proposed Fire Dist. They put in a prodigious amount of time and effort. I think all the work group members recognized the value of a Fire District that would include the Bay City, Garibaldi, and Garibaldi Rural Fire Districts. I share this view.

As a County Commissioner, I have had ample experience campaigning for County Road Department levies. I we had six County Road funding levies presented to the voters. The last one finally passed. I personally chaired two of the failed levy campaigns. These campaigns required a large amount of funding and effort.

Bay City voters recently passed a five-year Bay City Fire Department levy. The levy amount is \$1.80 per thousand dollars of property evaluation. For fiscal year 2024, this brings in \$291,900. The City general fund adds an additional \$129,655, which is 52% of our Bay City general fund.

If the proposed Fire District levy were to pass, the Bay City Fire Operations Levy would go away and the Bay City general fund would contribute \$100,000 for the next three years. For year 4, the amount would be reduced to 75,000 and year 5 the general fund contribution would be further reduced to \$50,000. After that, the new Fire District would receive no assistance from the Bay City general fund.

The residents of Bay City would see a net increase for fire protections of \$.70 per thousand. \$2.50/thousand less \$1.80/thousand equals \$.70/thousand.

We may be able to justify this in at least three ways:

The Intergovernmental Agreement between Bay City and Garibaldi would streamline apparatus needs for tools and equipment; streamline co-response

models; allow for collaborative cost sharing; and share duty chief and duty officer co-coverage including joint training.

The second justification would need to be developed in order to inform the voters how the City of Bay City would earmark the freed-up general fund dollars.

The third justification may be a reduction in homeowner insurance rates. We cannot quantify what this would be at this time.

Even with these justifications, I believe the chances of the new district levy passing in Bay City would be very difficult. The additional \$.70/thousand would be a very hard sell. I also wonder what the level of support is from our Bay City Fire Department volunteers. If many of our volunteers do not support the formation of a Fire District, then morale may become an issue

I personally believe the formation of a Fire District between Bay City, Garibaldi and Garibaldi Rural has merit and should be revisited after our current Fire Operation Levy is due to expire. Our chances of passing a new District Levy in Bay City should then be improved.

Looking ahead, we need to consider the needs of Bay City. Our City Hall and Fire Department both need to be moved out of the tsunami indentation zone.

If I were able to attend the workshop on the ninth, I would detail my views as written above. Then, if I were able to attend the regular meeting on the tenth, I would regretfully vote against moving forward at this time.

Thank you for your consideration.

Sincerely,



Tim Josi, Bay City Councilor

PS. City Manager McCall, please make this document available to the Bay City Council and members of the public during the meetings on the ninth and the tenth.

**CITY OF BAY CITY
RESOLUTION NO. 2023-024**

A PETITION TO THE TILLAMOOK COUNTY BOARD OF COMMISSIONERS
REQUESTING BOARD ACTION TO INITIATE THE FORMATION OF THE NORTH
COAST FIRE & RESCUE DISTRICT

1. WHEREAS, the City of Bay City is aware of the need to provide a level of sustainable service consistent and compliant with the currently recognized standards of fire and rescue services; and
2. WHEREAS, the Bay City Fire Department has been working with the Garibaldi Fire Department on training, drill, and operations that have benefited both fire departments; and
3. WHEREAS, in accordance with Bay City Charter Section 19(1), through Resolution 2023-005, a Joint Ad Hoc Steering Committee of the City of Bay City, the City of Garibaldi, and the Garibaldi Rural Fire Protection District was formed in March 2023; and
4. WHEREAS, the Joint Ad Hoc Steering Committee presented their recommendations to a Joint Workshop of the City Councils on September 25, 2023; and
5. NOW THEREFORE, based on the recommendations of the Steering Committee, the City Council of Bay City herewith petitions the Tillamook County Board of Commissioners to Initiate the Formation of the North Coast Fire & Rescue District through a Ballot Measure on the May 21, 2024 election, according to the following:
 - a. The North Coast Fire & Rescue District will be formed with a permanent tax rate of \$2.50 per \$1,000 assessed value, effective July 1, 2024; and
 - b. The boundaries of the North Coast Fire & Rescue District are included in Exhibit A of this Resolution, including all property within the city limits of the City of Bay City; and
 - c. The formation of the North Coast Fire & Rescue District is contingent on passage of a ballot measure to dissolve the Garibaldi Rural Fire Protection District; and
 - d. If the Measure passes,
 - i. the City of Bay City would cease assessing the operating levy of \$1.80 per \$1,000 as authorized in Measure 29-165 effective July 1, 2024; and
 - ii. Employees of Bay City Fire Department will become employees of North Coast Fire & Rescue District; and
 - iii. All fire and EMS assets of City of Bay City shall become assets of North Coast Fire & Rescue District; and
 - iv. Fire station in Bay City will be leased to North Coast Fire & Rescue District for 20 years.
6. WHEREAS, the City of Bay City commits to providing funding and support for the newly formed North Coast Fire & Rescue District during the first five years of operation, in

accordance with a separate Memorandum of Agreement to be signed with the City of Garibaldi and North Coast Fire & Rescue District.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 10th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 10th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder

AKS DRAWING FILE: 8605-06 FDA MAP.DWG | LAYOUT: 1



AKS
 AKS ENGINEERING & FORESTRY, LLC
 12065 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151
 WWW.AKS-ENG.COM

ENGINEERING - SURVEYING - NATURAL RESOURCES
 FORESTRY - PLANNING - LANDSCAPE ARCHITECTURE

NORTH COAST FIRE & RESCUE DISTRICT
TILLAMOOK COUNTY OREGON

NORTH COAST FIRE & RESCUE DISTRICT MAP

DESIGNED BY:
 DRAWN BY: WCB
 MANAGED BY: MSK
 CHECKED BY: MSK
 DATE: 7/18/2023

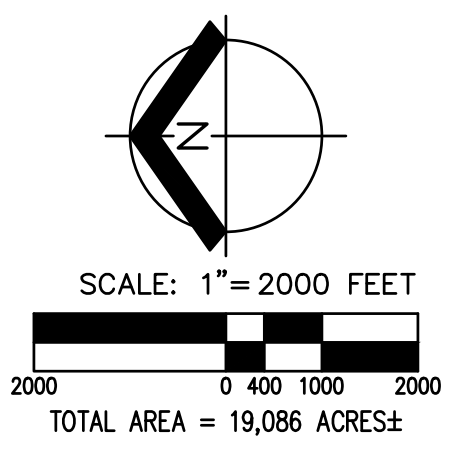
REGISTERED PROFESSIONAL LAND SURVEYOR

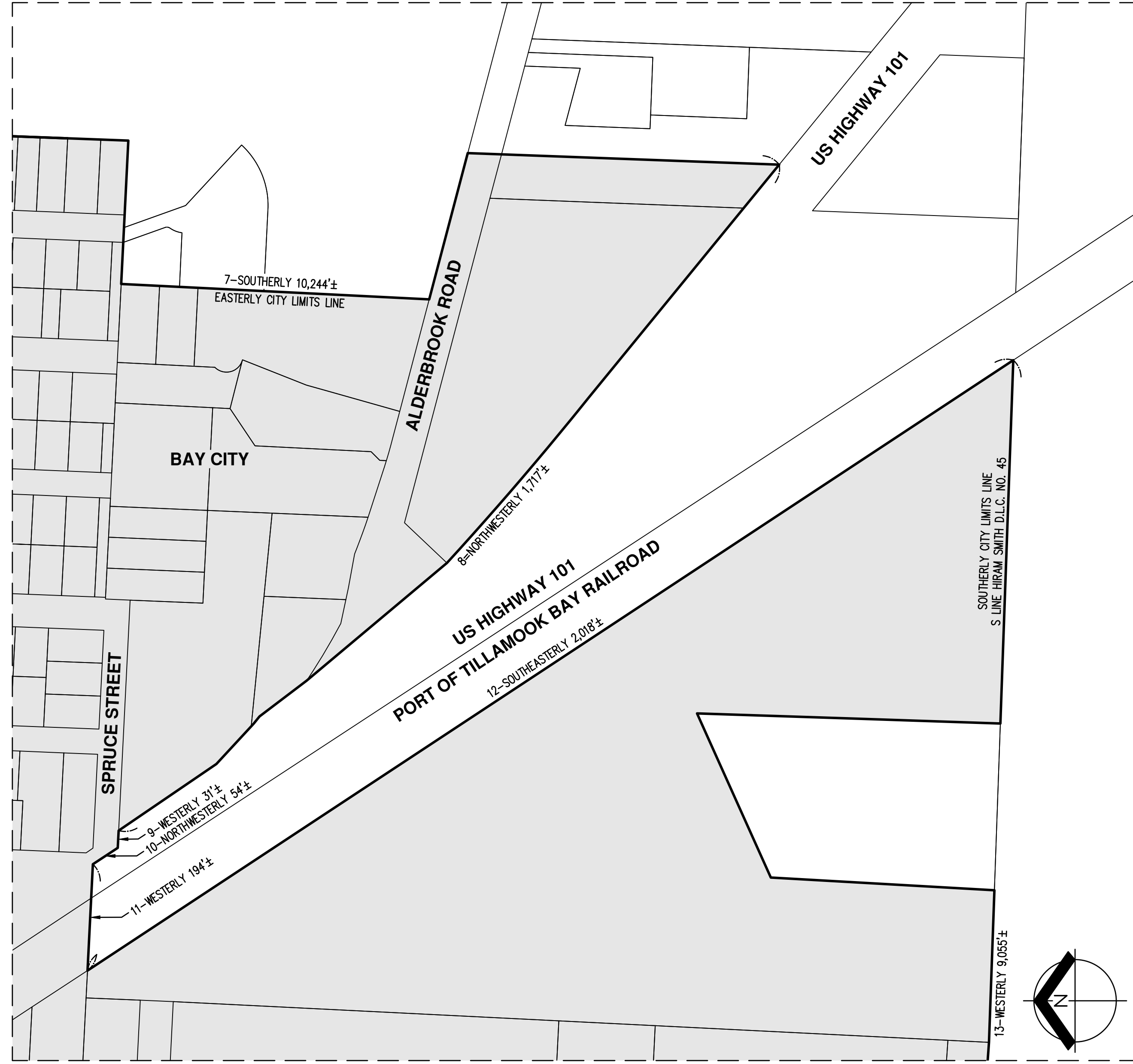
Michael S. Kalina
 OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS
 RENEWS: 6/30/25

REVISIONS

JOB NUMBER
8605-06

SHEET
1





DETAIL A
SCALE: 1"=150 FEET

DESIGNED BY:
DRAWN BY: WCB
MANAGED BY: MSK
CHECKED BY: MSK
DATE: 7/18/2023

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael S. Kalina
OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

REVISIONS

JOB NUMBER
8605-06

SHEET
2

Request for Ballot Title Preparation or Publication of Notice

SEL 805

rev 08/21
OAR 165-014-0005

No later than the **81st day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
Election Date	Authorized Official
Contact Phone	Email Address
Referral Information	
Title, Number or other Identifier	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
Caption 10 words which reasonably identifies the subject of the measure.	
Question 20 words which plainly phrases the chief purpose of the measure.	
Summary 175 words which concisely and impartially summarizes the measure and its major effect.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature

Date Signed

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF BAY CITY & CITY OF GARIBALDI
REGARDING MUTUAL SUPPORT OF THE
NORTH COAST FIRE & RESCUE DISTRICT**

The City of Bay City and the City of Garibaldi, each an Oregon municipal subdivision, herewith agree to provide mutual support to the North Coast Fire & Rescue District, if said district is formed as the result of the passage of a ballot measure on May 21, 2024, in accordance with the following:

1. The City of Bay City will transfer all fire and EMS assets, vehicles, and other equipment to North Coast Fire & Rescue District effective July 1, 2024.
2. The City of Garibaldi will transfer all fire and EMS assets, vehicles, and other equipment to North Coast Fire & Rescue District effective July 1, 2024.
3. All active members of the Bay City Fire Department on June 30, 2024, both paid staff and volunteers, will become members of the North Coast Fire & Rescue District effective July 1, 2024. For purposes of interpreting longevity, their term of service on Bay City Fire Department will be considered cessionary.
4. All active members of the Garibaldi Fire Department on June 30, 2024, both paid staff and volunteers, will become members of the North Coast Fire & Rescue District effective July 1, 2024. For purposes of interpreting longevity, their term of service on Garibaldi Fire Department will be considered cessionary.
5. The Cities of Bay City and Garibaldi each agree to provide North Coast Fire & Rescue District with the following levels of financial support for the first five years, i.e. July 1, 2024 through June 30, 2029:
 - a. For fiscal year 2024-2025, \$100,000 (one hundred thousand dollars) each, paid in no less than monthly increments during the year by the 15th day of each month;
 - b. For fiscal year 2025-2026, \$100,000 (one hundred thousand dollars) each, paid in no less than monthly increments during the year by the 15th day of each month;
 - c. For fiscal year 2026-2027, \$100,000 (one hundred thousand dollars) each, paid in no less than monthly increments during the year by the 15th day of each month;
 - d. For fiscal year 2027-2028, \$75,000 (seventy-five thousand dollars) each, paid in no less than monthly increments during the year by the 15th day of each month;
 - e. For fiscal year 2028-2029, \$50,000 (fifty thousand dollars) each, paid in no less than monthly increments during the year by the 15th day of each month.
6. The Cities of Bay City and Garibaldi each agree to provide North Coast Fire & Rescue District with a short-term loan to cover expenses as needed during the first six months of operation. This short-term financial support shall be equally borne by each of the two cities,

in identical amounts and increments. The total sum of this short-term loan shall not exceed \$550,000 (Five Hundred Fifty Thousand dollars), or \$275,000 (Two Hundred Seventy-Five Thousand dollars per city. The total sum of this short-term loan shall be repaid to each city by December 15, 2024. No interest will be charged on this short-term loan if repaid in full by December 15, 2024. If the short-term loan is not repaid in full by December 15, 2024, each city shall be allowed to charge interest equal to five percent (5%) more than the prime interest rate, calculated on the whole unpaid amount until payment is made in full.

7. The City of Bay City agrees to provide North Coast Fire & Rescue District full and unhindered use of the Fire Station located at 9390 4th Street, Bay City, Oregon, for a rate of \$1 (one dollar) per year for twenty years beginning July 1, 2024, at which time the building will be returned to the City in the same or better condition than before. North Coast Fire & Rescue District will be responsible for all utilities and maintenance of the building, and to maintain insurance on the facility, under which the City is listed as a named additional insured. The City and North Coast Fire & Rescue District will sign a lease agreement with these provisions.
8. The City of Garibaldi agrees to provide North Coast Fire & Rescue District full and unhindered use of the Fire Station located at ... *(City of Garibaldi to fill in terms)*

ADOPTED BY THE CITY COUNCIL OF THE CITY OF BAY CITY this 11th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF BAY CITY this 11th day of October, 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GARIBALDI this 18th day of October, 2023.

AND APPROVED BY THE MAYOR OF THE CITY OF GARIBALDI this 18th day of October, 2023.

Katie Findling, Mayor

ATTEST:

....., City Recorder

DRAFT

**CITY OF BAY CITY
RESOLUTION NO. 2023-025**

A RESOLUTION RECOGNIZING UNANTICIPATED REVENUES FOR THE CITY OF BAY CITY AND MAKING APPROPRIATIONS.

WHEREAS, the City of Bay City has received revenue and expenditures which could not have been foreseen when the original budget for the fiscal year beginning July 1, 2023, and ending June 30, 2024, was prepared and adopted;

WHEREAS, the Bay City Fire Department received additional revenue from the Bay City Transient Lodging Tax (TLT) grant award: \$44,250.00 for the purchase of extrication tools

AND WHEREAS the City could not have foreseen the additional revenue when preparing for and adopting the budget for fiscal year ending June 30, 2024.

NOW THEREFORE, be it resolved by the City Council of the City of Bay City recognizing the additional revenue and appropriates the funds as follows:

GENERAL FUND

RESOURCES	<u>Budgeted</u>	<u>Change</u>	<u>New Amount</u>
Miscellaneous 100-30-4800	\$2,000	\$44,250	\$46,250
EXPENDITURES	<u>Budgeted</u>	<u>Change</u>	<u>New Amount</u>
Machinery and Equipment (Capital Outlay) 100-30-8400	\$0	\$44,250	\$44,250

ADOPTED by the City Council of the City of Bay City and APPROVED by the Mayor of Bay City this 10th day of October 2023.

Kathleen Baker, Interim Mayor

ATTEST:

Lindsey Gann, City Recorder