



**BOARD OF DIRECTORS MEETING**  
Central Coast Fire & Rescue Training Room  
125 East Alsea Highway  
Waldport, Oregon 97394  
Thursday, April 21, 2022  
Board Meeting 5:30 PM

**BOARD OF DIRECTORS MEETING REGULAR SESSION**

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I. CALL TO ORDER BOARD OF DIRECTORS MEETING, REGULAR SESSION

Announcement that the meeting is being streamed "Live" on Central Coast YouTube Channel and if anyone has public comments or questions, they can comment on the live stream and the questions will be relayed to the Board members and answered at the end of the meeting.

II. PLEDGE OF ALLEGIENCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

- a. Regular Session Minutes
- b. Executive Session Minutes

V. PRESIDENTS REPORT

VI. CITIZEN PARTICIPATION

VII. STAFF PRESENTATIONS

- a. Training, Maintenance, & Admin Report

VIII. VOLUNTEER REPORT

IX. UNION REPORT

X. FINANCE REPORT

- a. Approval of financial report
- b. Approval of expenditures

XI. CORRESPONDENCE

XII. OLD BUSINESS

- a. City Lease
- b. Civil Service
- c. Goal and Project Review

XIII. NEW BUSINESS

- a. Budget Officer
- b. Budget Committee

XIV. CHIEFS REPORT

XV. QUESTIONS FROM CITIZENS OR VIEWING AUDIENCE.

XVI. GOOD OF THE ORDER

XVII. ADJOURMENT

**CENTRAL OREGON COAST FIRE & RESCUE DISTRICT**

**BOARD OF DIRECTORS SPECIAL MEETING**

**MARCH 16, 2022**

**1. Call to Order.** The special meeting of the Central Oregon Coast Fire & Rescue District was called to order by President Buster Pankey at 5:30 p.m. on Wednesday, March 16, 2022.

**2. Pledge of Allegiance.** Mr. Pankey led those present in the Pledge of Allegiance.

**3. Roll Call.** Directors present were Reda Eckerman, Buster Pankey, Todd Holt, Kathryn Menefee, and Kevin Battles. A quorum was present.

**4. EXECUTIVE SESSION.** At 5:31 the meeting was closed and an Executive Session was called under ORS 192.660(2)(f) "To consider information or records that are exempt by law from public inspection", in consultation with legal counsel via telephone. No decisions were made. At 6:24 the Executive Session ended and the meeting returned to open session.

**5. Action, if any, from Executive Session.** None.

A brief discussion followed concerning the proposed lease which is on the agenda for the regular Board meeting scheduled for Thursday, March 17, 2022.

**6. Good of the Order.** None.

**7. Adjournment.** There being no further business to come before the Board the meeting was adjourned at 6:36 p.m.

Respectfully submitted,

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Jan K. Hansen, Recording Secretary

Approved:

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Board Chair

# CENTRAL OREGON COAST FIRE & RESCUE DISTRICT

## BOARD OF DIRECTORS MEETING

MARCH 17, 2022

**1. Call to Order.** The regular meeting of the Central Oregon Coast Fire & Rescue District Board of Directors was called to order by President Pankey at 5:30 p.m. on Thursday, March 17, 2022. He advised any members of the “Live” viewing audience of the procedures to be followed should they have any questions or comments.

**2. Pledge of Allegiance.** Mr. Pankey led those present in the Pledge of Allegiance.

**3. Roll Call.** Directors present were Reda Eckerman, Buster Pankey, and Todd Holt; Kathryn Menefee was excused and Kevin Battles was delayed. A quorum was present.

**4. Special Staff/Volunteer Presentation.** Chief Jamie Mason was presented with a plaque/coat rack made by the Staff and Volunteers, featuring pike poles from the old 1981 ladder truck, in honor of his one-year anniversary as Fire Chief. Mr. Battles arrived at 5:33.

**5. Approval of Minutes.** It was moved by Mr. Battles, seconded by Mr. Holt, to approve the minutes of the Board of Directors meeting of February 17, 2022, as presented; motion carried.

**6. President’s Report.** None.

**7. Citizen Participation.** None.

**8. Staff Presentations.** Chief Mason reported 49 calls so far this month and a total of 101 for the month of February. **Training.** Training hours year to date are 546.5 and 165.5 for the month February 17<sup>th</sup> to date. The last session of Rope Rescue training will start next week. **Maintenance.** Maintenance Engineer Erich Knudson reported that the security cameras at Tidewater are installed, as well as the propane bottle, which still needs to be professionally hooked up. He has been working to get the brush truck back in service before the wildfire season starts. He had attached to his report a sample of the kinds of data on the vehicles that he has been entering into the fleet software, which tracks mileage, maintenance, operating costs, etc. for the individual apparatus. Mrs. Eckerman appreciated the information but suggested that a line graph or bar chart might be easier to understand than a pie chart. **Administrative.** No report.

**9. Volunteer Report.** In President Booth’s absence, Chief Mason reported on the Volunteer’s community activities in the last few days, which included participating in the Crestview School Career Day today and on Friday helping with their Wildland Program, teaching first aid in a wildland setting. The Wildland Program is for sophomores to seniors and they are working on it with the school; they plan to take the brush rig up there to work with. The repairs that Lt. Knudson has been making involved putting back in service the ability to modulate, which means pump and roll and use the turret in front of it. It was disconnected a few years ago and never put back together; could have used it on the Echo Mountain fire. He said that now we are fully staffed we should be able to get into Conflagration, which can bring in some income. Mrs. Knudson

commented that there was another volunteer application; the background check has come in so they will be setting up an interview.

**10. Union Report.** Lt. Jo Bartling reported that they will be working on setting up some dates to work with the committee on the upcoming contract and they plan on covering a few sections at a time. This won't affect the budget until next year.

**11. Finance.** Mr. Quick reported a total of \$935,061 cash on hand at the end of February, 8 months through the fiscal year. Personnel costs are currently about 4% under budget, medical supplies are over budget, PPE is currently about half, fuel is high and will no doubt be over budget, and repairs are over, partially due to upgrades to ensure conformity for recently purchased apparatus. Taxes received are already over 2.6% over budget, with May and June still to come in. Sales of surplus property through February were \$29,448 and the compressor just sold for \$4,500. Mrs. Eckerman commented that she had asked Mr. Quick for a review of the legal fees, which he had brought, but she hadn't had a chance to go over it. He explained that some of the amounts were because of the accrual method of bookkeeping. Moved by Mr. Battles, seconded by Mrs. Eckerman, to accept the financial report; motion carried. Moved by Mr. Battles, seconded by Mr. Holt, to pay the bills; motion carried.

**12. Correspondence.** None.

**13. Old Business.** None.

**14. New Business. City Lease.** The proposed lease will be sent to legal counsel for review.

**15. Chief's Report.** They have been busy with calls, but Chief Mason has been in contact with McKenzie to come up with a revision of plans using the full footprint of the current building, with the addition of two new bays. He should have that by the next meeting. He had included in the packet a draft of Civil Service rules for review. The next step is for the Board to appoint a Civil Service Commission of three people independent of the Board who are taxpayers in the District. It would meet once a year to review/update the rules, or in the event there is a civil service issue. It establishes the rules which have to be followed in the hiring process. These are Federal rules, which should be meshed with current policies. He recommended trying to get people with experience, especially in civil service, and ask for letters of interest; he will check to see if Volunteers would be eligible. Chief Mason is still trying to get the "Every 15-Minutes" program going at the school but leadership is still reluctant. He is working with Officer Landry to try to get at least a portion of it but he still wants the serious impact. The next option may be a demonstration as part of Beachcomber's. He introduced the two new hires, Charles Stay, FF/ENG EMT and Taylor Jernigan, FF/ENG Paramedic. Their shifts all start the next two rotations so we are now minimum staffed with at least two per shift. There hasn't been much movement on the grants, FEMA is still dragging their feet but we should hear soon. Numbers are needed to set budgets. Mr. Battles asked about conflagration response now that there are more people, but the problem is that there are currently only two Engine Bosses, Chief Mason and Lt. Cody Johnson, so one of them would have to go unless there was an Engine Boss from another district. We can send out our Type 3. We have volunteers willing to go if they can work it out with their

employers, since it usually takes a 2-week commitment. Discussion of recruiting and using high school students for wildland firefighting. Lt. Bucher has talked to Mr. Skirvin about training, but a lot of the work done in the wildland fires is structural protection, which requires certification; even the basic firefighting requires being certified. Chief Mason commented that the Action Items are either completed or budget items, which is just about done. He is working on the equipment levy now and the Five Rivers water situation. The final Rope Rescue training is scheduled to include the new people. Following discussion it was decided that another goal setting meeting should be planned, possibly in July.

**16. Questions from Citizens and Viewing Audience.** None.

**17. Good of the Order.** Mr. Battles commented on how good it was to see everybody today at the school Career Day.

**18. Adjournment.** There being no further business to come before the Board the meeting was adjourned at 6:06 p.m.

Respectfully submitted,

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Jan K. Hansen, Recording Secretary

Approved:

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Board Chair



Central Coast Fire & Rescue District  
145 NW Alsea Hwy  
Waldport, OR 97394  
(541)-563-3121

Seal Rock Rural Fire Protection District  
10349 NW Rand Street  
Seal Rock, Oregon 97376



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**To: Board of Directors**  
**From: District Training Chief**  
**Date: 4/15/2022**  
**Subject: Monthly Training Report**

## **Monthly Training Report**

- 1. Total Annual Hours Training (2022): 854.3 Hours**
- 2. Monthly Hours Combined (March 17<sup>th</sup> till April 15<sup>th</sup>): 307.8 Hours**



Central Coast Fire & Rescue District  
145 NW Alsea Hwy  
Waldport, OR 97394  
(541)-563-3121

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## Maintenance Report

April 21st, 2021

### Station 74

All Apparatus Fully Functional and Certified

### Station 73

All Apparatus Fully Functional and Certified

Water Tanks Delivered

Propane Tank Delivered

Gas Line to be Installed May 3<sup>rd</sup>, 2022

Drywall Tentative for June, 2022

### Station 72

All Apparatus Fully Functional and Certified

Brush 72 – Repairs complete and ready for conflagration response.



**Central Coast Fire & Rescue District**  
**145 NW Alsea Hwy**  
**Waldport, OR 97394**  
**(541)-563-3121**

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**To: Central Coast Fire & Rescue Board of Directors**  
**From: Wendy Rush Knudson**  
**Date: April 18, 2022**  
**Subject: Office Administrator Report**

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**Website:**

Doing some modifications to menus. Adding items and restructuring others. Working on making it easier to navigate and find things.

I will be updating photos of apparatus and adding the new ones.

There was 13,467 page views in March.



**Central Oregon Coast Fire & Rescue**  
**Balance Sheet**  
As of March 31, 2022

	Mar 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>LGIP</b>	
Building/Property Reserve Accou	150,585.96
Equipment Reserve Account	81,518.64
<b>Public Funds</b>	
Equipment Levy Fund	184,457.22
Public Funds - Other	239,304.08
<b>Total Public Funds</b>	423,761.30
<b>Total LGIP</b>	655,865.90
<b>Oregon Coast Bank Public Funds</b>	169,593.35
<b>Oregon Coast Operating Account</b>	42,501.03
<b>Petty Cash</b>	400.00
<b>Total Checking/Savings</b>	868,360.28
<b>Accounts Receivable</b>	
Accounts Receivable	1,928.82
Property Taxes	56,804.78
<b>Total Accounts Receivable</b>	58,733.60
<b>Other Current Assets</b>	
Interfund Receivable	184,297.65
<b>Prepaid Expenses</b>	
Computer Support	305.55
Dispatch Service	1,642.06
Equipment Maintenance Agreement	1,147.89
Insurance	10,125.91
Licenses & Permits	579.51
Memberships	958.68
P.O. Box Rental	106.64
Storage Lease	1,875.01
Subscriptions	3,206.37
Workers' Compensation	2,611.50
Prepaid Expenses - Other	20,176.99
<b>Total Prepaid Expenses</b>	42,736.11
1710 - Deferred OF - Contib. After M.D	112,634.00
<b>Total Other Current Assets</b>	339,667.76
<b>Total Current Assets</b>	1,266,761.64

**Central Oregon Coast Fire & Rescue**  
**Balance Sheet**  
As of March 31, 2022

	Mar 31, 22
<b>Fixed Assets</b>	
<b>1600 · Capital Assets</b>	
1605 · Tidewater Station	71,073.00
1600 · Capital Assets - Other	1,252,326.86
	1,323,399.86
<b>Total 1600 · Capital Assets</b>	1,323,399.86
<b>1650 · Allowance For Depreciation</b>	-678,856.71
	644,543.15
<b>Total Fixed Assets</b>	644,543.15
<b>TOTAL ASSETS</b>	<b>1,911,304.79</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	14,665.34
2210 · Interfund Payable	184,297.81
	198,963.15
<b>Total Accounts Payable</b>	198,963.15
<b>Credit Cards</b>	
Oregon Coast Bank Visa	2,061.77
2103 · Amazon Credit Line	-488.06
	1,573.71
<b>Total Credit Cards</b>	1,573.71
<b>Other Current Liabilities</b>	
1700 · Net Pension Asset	77,886.00
2110 · Direct Deposit Liabilities	14,516.33
2150 · Union Dues, IAFF Local 4619	357.50
2200 · Deferred Revenue-Ambulance Reve	95.66
2201 · Deferred Revenue	43,676.04
2202 · Compensated Absences	15,135.92
2203 · 941 Tax Payable	298.86
2204 · SIT Payable	684.00
2205 · SUTA Payable	106.03
2206 · Workers' Benefit Fund	13.62
2207 · 457 Deferred Compensation Payab	240.00
2211 · Garnishments Payable	650.60
2222 · Deferred Revenue Contra	-41,147.00
2301 · Capital Lease Obligation	95,720.00
2310 · Deferred IF - Investment Return	334,284.00
	542,517.56
<b>Total Other Current Liabilities</b>	542,517.56
<b>Total Current Liabilities</b>	743,054.42
<b>Long Term Liabilities</b>	

3:08 PM

04/17/22

Accrual Basis

**Central Oregon Coast Fire & Rescue**  
**Balance Sheet**  
As of March 31, 2022

	<u>Mar 31, 22</u>
2500 · Capital Lease Obligation - LT	72,849.78
<b>Total Long Term Liabilities</b>	<u>72,849.78</u>
<b>Total Liabilities</b>	815,904.20
<b>Equity</b>	
<b>Fund Balance</b>	
4000 · FB Fire	440,672.73
4300 · FB Prior Period Adjustment	-20,714.00
4510 · FB Debt Proceeds	-68,569.78
<b>Fund Balance - Other</b>	<u>399,880.80</u>
<b>Total Fund Balance</b>	751,269.75
1110 · Retained Earnings	-170,681.31
4100 · Investment In Fixed Assets	71,073.00
4120 · F/B - Depreciation	-58,553.35
4400 · F/B - Capital Asset Additions	225,091.76
4500 · Fund Balance-Comp Abs	553.55
4560 · GASB 34 Fund Balance	8,213.00
4600 · GAAP - Pension Income	51,859.00
4620 · F/B -Deferred Revenue	-95.66
<b>Net Income</b>	<u>216,670.85</u>
<b>Total Equity</b>	<u>1,095,400.59</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u><b>1,911,304.79</b></u></u>

**Central Oregon Coast Fire & Rescue**  
**Profit & Loss by Class**  
**March 2022**

	Bldg/Property Rsv	Equipment Levy Fund	Equipment Reserve	General Fund	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Current Levied Taxes					
Operating Levy	0.00	0.00	0.00	1,422.10	1,422.10
Permanent Levy	0.00	0.00	0.00	919.21	919.21
<b>Total 4010 · Current Levied Taxes</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,341.31</b>	<b>2,341.31</b>
4015 · Equipment Replacement Levy	0.00	279.94	0.00	0.00	279.94
4020 · Previous Levied Taxes	0.00	0.00	0.00	1,049.41	1,049.41
6030 · Interest	0.00	0.00	0.00	228.29	228.29
6051 · Pac. West Agreement	0.00	0.00	0.00	1,200.00	1,200.00
6090 · Sale of Surplus Property	0.00	0.00	0.00	4,500.00	4,500.00
<b>Total Income</b>	<b>0.00</b>	<b>279.94</b>	<b>0.00</b>	<b>9,319.01</b>	<b>9,598.95</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>279.94</b>	<b>0.00</b>	<b>9,319.01</b>	<b>9,598.95</b>
<b>Expense</b>					
<b>8000 · Personnel Services</b>					
<b>8010 · Gross Payroll</b>					
Base Wages	0.00	0.00	0.00	32,814.98	32,814.98
Call Stipend	0.00	0.00	0.00	320.00	320.00
FLSA	0.00	0.00	0.00	480.36	480.36
Overtime Wages	0.00	0.00	0.00	639.12	639.12
<b>Total 8010 · Gross Payroll</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>34,254.46</b>	<b>34,254.46</b>
8011 · Employer FICA	0.00	0.00	0.00	4,252.44	4,252.44
8012 · SUTA	0.00	0.00	0.00	529.31	529.31
8014 · PERS	0.00	0.00	0.00	6,539.98	6,539.98
8015 · Medical Insurance	0.00	0.00	0.00	6,745.76	6,745.76
8016 · Workmans Comp	0.00	0.00	0.00	870.52	870.52
8027 · 457 Deferred	0.00	0.00	0.00	75.00	75.00
8029 · Payroll Expenses - Other	0.00	0.00	0.00	24.50	24.50
<b>Total 8000 · Personnel Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>53,291.97</b>	<b>53,291.97</b>
<b>8019 · Materials</b>					
8023 · Bank Fees	0.00	0.00	0.00	4.10	4.10
8031 · Office Supply/Postage	0.00	0.00	0.00	643.63	643.63
8032 · Legal Services	0.00	0.00	0.00	1,400.78	1,400.78
8034 · Medical Supplies	0.00	0.00	0.00	166.48	166.48
8035 · Minor Equipment	0.00	0.00	0.00	1,008.69	1,008.69
8037 · Protective Equipment/Uniforms	0.00	0.00	0.00	199.90	199.90
8040 · Equipment Maintenance	0.00	0.00	0.00	386.67	386.67
8045 · Building Maintenance	0.00	0.00	0.00	191.50	191.50
8050 · Vehicle Fuel	0.00	0.00	0.00	1,272.12	1,272.12
8055 · Vehicle Repair	0.00	0.00	0.00	7,721.75	7,721.75
8056 · Annual Equipment Testing	0.00	0.00	0.00	2,050.00	2,050.00
8178 · Department Software/Hardware	0.00	0.00	0.00	2,347.47	2,347.47
8180 · Training/Mileage	0.00	0.00	0.00	2,213.00	2,213.00
8187 · Membership/Dues	0.00	0.00	0.00	1,349.41	1,349.41
8190 · Insurance	0.00	0.00	0.00	2,289.67	2,289.67
8200 · Bookkeeping	0.00	0.00	0.00	1,287.50	1,287.50
8235 · Dispatch Service	0.00	0.00	0.00	2,219.41	2,219.41
8236 · Telephone	0.00	0.00	0.00	450.32	450.32

**Central Oregon Coast Fire & Rescue**  
**Profit & Loss by Class**  
**March 2022**

	Bldg/Property Rsv	Equipment Levy Fund	Equipment Reserve	General Fund	TOTAL
8237 · Water/Sewer	0.00	0.00	0.00	308.75	308.75
8238 · Electricity/Propane	0.00	0.00	0.00	1,588.05	1,588.05
8239 · Rent	0.00	0.00	0.00	208.33	208.33
8271 · Oregon Ethics Commission	0.00	0.00	0.00	329.31	329.31
8272 · Copier Agreement	0.00	0.00	0.00	179.55	179.55
9092 · Uniforms	0.00	0.00	0.00	51.00	51.00
9095 · Rescue Boat	0.00	0.00	0.00	-121.98	-121.98
<b>Total 8019 · Materials</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,745.41</b>	<b>29,745.41</b>
<b>9020 · Capital Outlay</b>					
8036 · Communications Equipment	0.00	0.00	0.00	203.76	203.76
9000 · Work-in-Progress					
9405 · Waldport Station Upgrade	279.66	0.00	0.00	0.00	279.66
<b>Total 9000 · Work-in-Progress</b>	<b>279.66</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>279.66</b>
9045 · Structure Gear (Protective Gear)	0.00	6,809.61	0.00	0.00	6,809.61
9056 · CERT Team	0.00	49.81	0.00	0.00	49.81
9096 · Engine/Ambulance Equipment	0.00	1,676.93	0.00	0.00	1,676.93
<b>Total 9020 · Capital Outlay</b>	<b>279.66</b>	<b>8,536.35</b>	<b>0.00</b>	<b>203.76</b>	<b>9,019.77</b>
<b>Total Expense</b>	<b>279.66</b>	<b>8,536.35</b>	<b>0.00</b>	<b>83,241.14</b>	<b>92,057.15</b>
<b>Net Ordinary Income</b>	<b>-279.66</b>	<b>-8,256.41</b>	<b>0.00</b>	<b>-73,922.13</b>	<b>-82,458.20</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
5820 · Equipment Reserve Fund Transfer Interest	0.00	0.00	34.73	0.00	34.73
<b>Total 5820 · Equipment Reserve Fund Transfer</b>	<b>0.00</b>	<b>0.00</b>	<b>34.73</b>	<b>0.00</b>	<b>34.73</b>
5825 · Building/Property Rsrv Transfer Interest	64.13	0.00	0.00	0.00	64.13
<b>Total 5825 · Building/Property Rsrv Transfer</b>	<b>64.13</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>64.13</b>
<b>Total Other Income</b>	<b>64.13</b>	<b>0.00</b>	<b>34.73</b>	<b>0.00</b>	<b>98.86</b>
<b>Net Other Income</b>	<b>64.13</b>	<b>0.00</b>	<b>34.73</b>	<b>0.00</b>	<b>98.86</b>
<b>Net Income</b>	<b>-215.53</b>	<b>-8,256.41</b>	<b>34.73</b>	<b>-73,922.13</b>	<b>-82,359.34</b>

## Central Oregon Coast Fire & Rescue Profit & Loss Budget vs. Actual (All Funds) July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4010 · Current Levied Taxes				
Operating Levy	519,553.36	504,830.00	14,723.36	102.9%
Permanent Levy	335,827.84	326,311.05	9,516.79	102.9%
<b>Total 4010 · Current Levied Taxes</b>	<b>855,381.20</b>	<b>831,141.05</b>	<b>24,240.15</b>	<b>102.9%</b>
4015 · Equipment Replacement Levy	102,274.29	99,376.01	2,898.28	102.9%
4020 · Previous Levied Taxes	23,325.34	15,890.00	7,435.34	146.8%
6025 · AFG Grant	0.00	131,250.00	-131,250.00	0.0%
6030 · Interest	1,476.70	2,500.00	-1,023.30	59.1%
6032 · Insurance Recovery/Refund	0.00	4,000.00	-4,000.00	0.0%
6040 · Donations & Memorials	0.00	200.00	-200.00	0.0%
6050 · Miscellaneous	113.20			
6051 · Pac. West Agreement	10,800.00	14,400.00	-3,600.00	75.0%
6060 · Prior Run Fees	240.00			
6090 · Sale of Surplus Property	33,947.77	5,000.00	28,947.77	679.0%
6120 · Conflagration	0.00	5,000.00	-5,000.00	0.0%
6121 · Beginning Fund - FY 2021/2022	0.00	674,566.55	-674,566.55	0.0%
<b>Total Income</b>	<b>1,027,558.50</b>	<b>1,783,323.61</b>	<b>-755,765.11</b>	<b>57.6%</b>
<b>Gross Profit</b>	<b>1,027,558.50</b>	<b>1,783,323.61</b>	<b>-755,765.11</b>	<b>57.6%</b>
<b>Expense</b>				
<b>8000 · Personnel Services</b>				
8010 · Gross Payroll				
Base Wages	289,559.30	368,878.36	-79,319.06	78.5%
Call Stipend	3,465.00	8,000.00	-4,535.00	43.3%
FLSA	4,185.62	1,500.00	2,685.62	279.0%
Overtime Wages	13,141.08	20,000.00	-6,858.92	65.7%
<b>Total 8010 · Gross Payroll</b>	<b>310,351.00</b>	<b>398,378.36</b>	<b>-88,027.36</b>	<b>77.9%</b>
8011 · Employer FICA	26,024.77	30,475.94	-4,451.17	85.4%
8012 · SUTA	3,355.44	9,361.89	-6,006.45	35.8%
8014 · PERS	36,173.20	59,218.94	-23,045.74	61.1%
8015 · Medical Insurance	63,792.76	102,000.00	-38,207.24	62.5%
8016 · Workmans Comp	4,665.95	12,825.06	-8,159.11	36.4%
8025 · Recruitment & Retention	0.00	2,200.00	-2,200.00	0.0%
8027 · 457 Deferred	675.00	750.00	-75.00	90.0%
8029 · Payroll Expenses - Other	239.75	360.00	-120.25	66.6%
<b>Total 8000 · Personnel Services</b>	<b>445,277.87</b>	<b>615,570.19</b>	<b>-170,292.32</b>	<b>72.3%</b>
<b>8019 · Materials</b>				
8023 · Bank Fees	139.21	750.00	-610.79	18.6%
8031 · Office Supply/Postage	7,249.49	6,000.00	1,249.49	120.8%
8032 · Legal Services	7,512.40	8,000.00	-487.60	93.9%
8033 · Lab Fees	36.00	250.00	-214.00	14.4%
8034 · Medical Supplies	5,476.53	5,000.00	476.53	109.5%
8035 · Minor Equipment	5,801.56			
8037 · Protective Equipment/Uniforms	954.54	10,000.00	-9,045.46	9.5%
8040 · Equipment Maintenance	3,481.62	3,080.00	401.62	113.0%
8045 · Building Maintenance	15,876.90	2,600.00	13,276.90	610.7%
8050 · Vehicle Fuel	12,863.51	12,000.00	863.51	107.2%

## Central Oregon Coast Fire & Rescue Profit & Loss Budget vs. Actual (All Funds) July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
8055 · Vehicle Repair	33,196.23	20,000.00	13,196.23	166.0%
8056 · Annual Equipment Testing	6,506.07	10,000.00	-3,493.93	65.1%
8135 · AFG Grant	0.00	175,000.00	-175,000.00	0.0%
8172 · Public Education	0.00	5,000.00	-5,000.00	0.0%
8178 · Department Software/Hardware	5,422.75	1,900.00	3,522.75	285.4%
8179 · Subscriptions	0.00	3,825.00	-3,825.00	0.0%
8180 · Training/Mileage	6,593.86	12,260.00	-5,666.14	53.8%
8186 · Volunteer Appreciation	486.00	14,000.00	-13,514.00	3.5%
8187 · Membership/Dues	9,679.24	4,500.00	5,179.24	215.1%
8190 · Insurance	12,979.32	15,600.00	-2,620.68	83.2%
8200 · Bookkeeping	11,587.50	15,600.00	-4,012.50	74.3%
8210 · Audit	3,000.00	8,400.00	-5,400.00	35.7%
8235 · Dispatch Service	20,693.00	24,535.00	-3,842.00	84.3%
8236 · Telephone	5,973.43	2,400.00	3,573.43	248.9%
8237 · Water/Sewer	2,934.27	2,100.00	834.27	139.7%
8238 · Electricity/Propane	8,278.18	12,900.00	-4,621.82	64.2%
8239 · Rent	1,875.03			
8240 · Internet Service	99.00	3,600.00	-3,501.00	2.8%
8260 · OSHA	323.28			
8270 · Miscellaneous Expense	201.57			
8271 · Oregon Ethics Commission	329.31	439.09	-109.78	75.0%
8272 · Copier Agreement	1,615.95	2,160.00	-544.05	74.8%
9092 · Uniforms	-119.73	3,500.00	-3,619.73	-3.4%
9095 · Rescue Boat	1,601.93	1,500.00	101.93	106.8%
9300 · Simulcast Network - Maint. Agre	0.00	4,165.44	-4,165.44	0.0%
<b>Total 8019 · Materials</b>	<b>192,647.95</b>	<b>391,064.53</b>	<b>-198,416.58</b>	<b>49.3%</b>
8400 · Operating Contingency	0.00	20,000.00	-20,000.00	0.0%
9020 · Capital Outlay				
8036 · Communications Equipment	1,202.27			
8195 · Interest Expense	5,904.09	3,965.46	1,938.63	148.9%
8925 · D/S - Principal	33,296.70	82,145.00	-48,848.30	40.5%
9000 · Work-in-Progress				
9400 · Tidewater Station Improvements	36,478.65			
9403 · Waldport Station Crew Qtr Upgra	2,520.74			
9405 · Waldport Station Upgrade	57,625.91			
<b>Total 9000 · Work-in-Progress</b>	<b>96,625.30</b>			
9045 · Structure Gear (Protective Gear)	16,313.31			
9049 · Boat Facility & Related	3,469.00	20,000.00	-16,531.00	17.3%
9056 · CERT Team	1,488.11	3,000.00	-1,511.89	49.6%
9093 · Technical Rescue Equipment	5,943.04	4,500.00	1,443.04	132.1%
9096 · Engine/Ambulance Equipment	16,649.10	5,765.55	10,883.55	288.8%
9102 · New Station Property	0.00	200,000.00	-200,000.00	0.0%
<b>Total 9020 · Capital Outlay</b>	<b>180,890.92</b>	<b>319,376.01</b>	<b>-138,485.09</b>	<b>56.6%</b>
<b>Total Expense</b>	<b>818,816.74</b>	<b>1,346,010.73</b>	<b>-527,193.99</b>	<b>60.8%</b>
<b>Net Ordinary Income</b>	<b>208,741.76</b>	<b>437,312.88</b>	<b>-228,571.12</b>	<b>47.7%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
5820 · Equipment Reserve Fund Transfer				

**Central Oregon Coast Fire & Rescue**  
**Profit & Loss Budget vs. Actual (All Funds)**  
 July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Interest	274.63	600.00	-325.37	45.8%
<b>Total 5820 - Equipment Reserve Fund Transfer</b>	<b>274.63</b>	<b>600.00</b>	<b>-325.37</b>	<b>45.8%</b>
<b>5825 - Building/Property Rsrv Transfer</b>				
Interest	675.02	2,500.00	-1,824.98	27.0%
<b>Total 5825 - Building/Property Rsrv Transfer</b>	<b>675.02</b>	<b>2,500.00</b>	<b>-1,824.98</b>	<b>27.0%</b>
<b>6033 - Grants</b>				
SDAO Safety Grant	651.44			
Siletz Tribe	2,500.00			
VFA	3,828.00			
<b>6033 - Grants - Other</b>	<b>0.00</b>	<b>10,000.00</b>	<b>-10,000.00</b>	<b>0.0%</b>
<b>Total 6033 - Grants</b>	<b>6,979.44</b>	<b>10,000.00</b>	<b>-3,020.56</b>	<b>69.8%</b>
<b>Total Other Income</b>	<b>7,929.09</b>	<b>13,100.00</b>	<b>-5,170.91</b>	<b>60.5%</b>
<b>Net Other Income</b>	<b>7,929.09</b>	<b>13,100.00</b>	<b>-5,170.91</b>	<b>60.5%</b>
<b>Net Income</b>	<b>216,670.85</b>	<b>450,412.88</b>	<b>-233,742.03</b>	<b>48.1%</b>



## Central Oregon Coast Fire & Rescue Profit & Loss by Class July 2021 through March 2022

	Bldg/Property Rsv	Equipment Levy Fund	Equipment Reserve	General Fund	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
4010 · Current Levied Taxes					
Operating Levy	0.00	0.00	0.00	519,553.36	519,553.36
Permanent Levy	0.00	0.00	0.00	335,827.84	335,827.84
<b>Total 4010 · Current Levied Taxes</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>855,381.20</b>	<b>855,381.20</b>
4015 · Equipment Replacement Levy	0.00	102,274.29	0.00	0.00	102,274.29
4020 · Previous Levied Taxes	0.00	0.00	0.00	23,325.34	23,325.34
6030 · Interest	0.00	0.00	0.00	1,476.70	1,476.70
6050 · Miscellaneous	0.00	0.00	0.00	113.20	113.20
6051 · Pac. West Agreement	0.00	0.00	0.00	10,800.00	10,800.00
6060 · Prior Run Fees	0.00	0.00	0.00	240.00	240.00
6090 · Sale of Surplus Property	0.00	0.00	0.00	33,947.77	33,947.77
<b>Total Income</b>	<b>0.00</b>	<b>102,274.29</b>	<b>0.00</b>	<b>925,284.21</b>	<b>1,027,558.50</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>102,274.29</b>	<b>0.00</b>	<b>925,284.21</b>	<b>1,027,558.50</b>
<b>Expense</b>					
8000 · Personnel Services					
8010 · Gross Payroll					
Base Wages	0.00	0.00	0.00	286,142.63	286,142.63
Call Stipend	0.00	0.00	0.00	3,305.00	3,305.00
FLSA	0.00	0.00	0.00	4,136.86	4,136.86
Overtime Wages	0.00	0.00	0.00	12,592.11	12,592.11
<b>Total 8010 · Gross Payroll</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>306,176.60</b>	<b>306,176.60</b>
8011 · Employer FICA	0.00	0.00	0.00	25,705.43	25,705.43
8012 · SUTA	0.00	0.00	0.00	3,342.82	3,342.82
8014 · PERS	0.00	0.00	0.00	36,173.20	36,173.20
8015 · Medical Insurance	0.00	0.00	0.00	63,792.76	63,792.76
8016 · Workmans Comp	0.00	0.00	0.00	4,665.95	4,665.95
8027 · 457 Deferred	0.00	0.00	0.00	675.00	675.00
8029 · Payroll Expenses - Other	0.00	0.00	0.00	239.75	239.75
<b>Total 8000 · Personnel Services</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>440,771.51</b>	<b>440,771.51</b>
8019 · Materials					
8023 · Bank Fees	0.00	0.00	0.00	139.21	139.21
8031 · Office Supply/Postage	0.00	0.00	0.00	7,249.49	7,249.49
8032 · Legal Services	0.00	0.00	0.00	7,512.40	7,512.40
8033 · Lab Fees	0.00	0.00	0.00	36.00	36.00
8034 · Medical Supplies	0.00	0.00	0.00	5,476.53	5,476.53
8035 · Minor Equipment	0.00	0.00	0.00	5,801.56	5,801.56
8037 · Protective Equipment/Uniforms	0.00	0.00	0.00	954.54	954.54
8040 · Equipment Maintenance	0.00	0.00	0.00	3,481.62	3,481.62
8045 · Building Maintenance	0.00	0.00	0.00	15,876.90	15,876.90
8050 · Vehicle Fuel	0.00	0.00	0.00	12,863.51	12,863.51
8055 · Vehicle Repair	0.00	0.00	0.00	33,196.23	33,196.23
8056 · Annual Equipment Testing	0.00	0.00	0.00	6,506.07	6,506.07
8178 · Department Software/Hardware	0.00	0.00	0.00	5,422.75	5,422.75
8180 · Training/Mileage	0.00	0.00	0.00	6,593.86	6,593.86
8186 · Volunteer Appreciation	0.00	0.00	0.00	486.00	486.00
8187 · Membership/Dues	0.00	0.00	0.00	9,679.24	9,679.24
8190 · Insurance	0.00	0.00	0.00	12,979.32	12,979.32
8200 · Bookkeeping	0.00	0.00	0.00	11,587.50	11,587.50
8210 · Audit	0.00	0.00	0.00	3,000.00	3,000.00
8235 · Dispatch Service	0.00	0.00	0.00	20,693.00	20,693.00
8236 · Telephone	0.00	0.00	0.00	5,973.43	5,973.43
8237 · Water/Sewer	0.00	0.00	0.00	2,934.27	2,934.27
8238 · Electricity/Propane	0.00	0.00	0.00	8,278.18	8,278.18
8239 · Rent	0.00	0.00	0.00	1,875.03	1,875.03

**Central Oregon Coast Fire & Rescue  
Profit & Loss by Class  
July 2021 through March 2022**

	Bldg/Property Rsv	Equipment Levy Fund	Equipment Reserve	General Fund	TOTAL
8240 · Internet Service	0.00	0.00	0.00	99.00	99.00
8260 · OSHA	0.00	0.00	0.00	323.28	323.28
8270 · Miscellaneous Expense	0.00	0.00	0.00	201.57	201.57
8271 · Oregon Ethics Commission	0.00	0.00	0.00	329.31	329.31
8272 · Copier Agreement	0.00	0.00	0.00	1,615.95	1,615.95
9092 · Uniforms	0.00	0.00	0.00	-119.73	-119.73
9095 · Rescue Boat	0.00	0.00	0.00	1,601.93	1,601.93
<b>Total 8019 · Materials</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>192,647.95</b>	<b>192,647.95</b>
9020 · Capital Outlay					
8036 · Communications Equipment	0.00	0.00	0.00	1,202.27	1,202.27
8195 · Interest Expense	0.00	5,904.09	0.00	0.00	5,904.09
8925 · D/S - Principal	0.00	33,296.70	0.00	0.00	33,296.70
9000 · Work-in-Progress					
9400 · Tidewater Station Improvements	36,478.65	0.00	0.00	0.00	36,478.65
9403 · Waldport Station Crew Qtr Upgra	2,520.74	0.00	0.00	0.00	2,520.74
9405 · Waldport Station Upgrade	57,625.91	0.00	0.00	0.00	57,625.91
<b>Total 9000 · Work-in-Progress</b>	<b>96,625.30</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>96,625.30</b>
9045 · Structure Gear (Protective Gear	0.00	16,313.31	0.00	0.00	16,313.31
9049 · Boat Facility & Related	3,469.00	0.00	0.00	0.00	3,469.00
9056 · CERT Team	0.00	1,488.11	0.00	0.00	1,488.11
9093 · Technical Rescue Equipment	0.00	5,943.04	0.00	0.00	5,943.04
9096 · Engine/Ambulance Equipment	0.00	16,649.10	0.00	0.00	16,649.10
<b>Total 9020 · Capital Outlay</b>	<b>100,094.30</b>	<b>79,594.35</b>	<b>0.00</b>	<b>1,202.27</b>	<b>180,890.92</b>
<b>Total Expense</b>	<b>100,094.30</b>	<b>79,594.35</b>	<b>0.00</b>	<b>634,621.73</b>	<b>814,310.38</b>
<b>Net Ordinary Income</b>	<b>-100,094.30</b>	<b>22,679.94</b>	<b>0.00</b>	<b>290,662.48</b>	<b>213,248.12</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
5820 · Equipment Reserve Fund Transfer Interest	0.00	0.00	274.63	0.00	274.63
<b>Total 5820 · Equipment Reserve Fund Transfer</b>	<b>0.00</b>	<b>0.00</b>	<b>274.63</b>	<b>0.00</b>	<b>274.63</b>
5825 · Building/Property Rsrv Transfer Interest	675.02	0.00	0.00	0.00	675.02
<b>Total 5825 · Building/Property Rsrv Transfer</b>	<b>675.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>675.02</b>
6033 · Grants					
SDAO Safety Grant	0.00	0.00	0.00	651.44	651.44
Siletz Tribe	0.00	0.00	0.00	2,500.00	2,500.00
VFA	0.00	0.00	0.00	3,828.00	3,828.00
<b>Total 6033 · Grants</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6,979.44</b>	<b>6,979.44</b>
<b>Total Other Income</b>	<b>675.02</b>	<b>0.00</b>	<b>274.63</b>	<b>6,979.44</b>	<b>7,929.09</b>
<b>Net Other Income</b>	<b>675.02</b>	<b>0.00</b>	<b>274.63</b>	<b>6,979.44</b>	<b>7,929.09</b>
<b>Net Income</b>	<b>-99,419.28</b>	<b>22,679.94</b>	<b>274.63</b>	<b>297,641.92</b>	<b>221,177.21</b>

**Central Oregon Coast Fire & Rescue**  
**P.O Box 505**  
**125 NW Alsea Hwy**  
**Waldport, Oregon 97394**  
**Phone (541) 563-3121 or Fax (541) 563-3190**  
**Board of Directors Meeting**  
**5:30 P.M.**

**Budget Calendar**  
**2022-2023**

- |   |                               |         |
|---|-------------------------------|---------|
| 1. Appoint budget officer.  | Board Meeting                 | 4-21-22 |
| 2. Planning session   | Budget Officer                | TBD     |
| 3. Appoint budget committee.  | Board Meeting                 | 4-21-22 |
| 4. Prepare proposed budget.   | Board Meeting                 | 4-21-22 |
| 5. Print 1 <sup>st</sup> notice of budget committee meeting<br>(Not more than 30 days before meeting)<br>Notice to paper by 4-22-22 or hand deliver, nlane@newportnewstimes.com.  |                               | 4-29-22 |
| 6. Print 2 <sup>nd</sup> . Notice of budget committee meeting.<br>(At least 5 days after 1 <sup>st</sup> . notice, but not less than 5 days before the meeting).<br>Notice to paper by 4-22-22 or hand deliver, nlane@newportnewstimes.com. |                               | 5-06-22 |
| 7. Budget committee meets.  | 125 NW Alsea Hwy Meeting Room | 5-12-22 |
| 8. Budget committee meets again, if needed.   |                               | 5-26-22 |
| 9. Publish notice of budget hearing.<br>(5 to 30 days before the hearing).  |                               | 6-03-22 |
| 10. Hold budget hearing (governing body).   | Board Meeting                 | 6-16-22 |
| 11. Enact resolution to:<br>Adopt budget<br>Make appropriations<br>Impose and categorize taxes.   | Board Meeting                 | 6-16-22 |
| 12. Submit tax certification documents with resolution<br>To the assessor and County Clerk by July 1, 2022.   |                               | 6-24-22 |

AGREEMENT FOR LEASE OF PREMISES  
WITH OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 1st day of July, 2022, by and between the City of Waldport, a municipal corporation, hereinafter called "Landlord" or "Lessor", and Central Oregon Coast Fire & Rescue District, hereinafter called "Tenant" or "Lessee",

WITNESSETH:

In consideration of the covenants, agreements and stipulations herein contained on the part of the Tenant to be paid, kept and faithfully performed, the Landlord does hereby lease, demise and let unto the said Tenant those certain premises, as is, situated in the Lincoln County, Oregon, more particularly described as follows:

Parcel # 13-11-19-AC-02300-00 and Parcel # 13-11-19-AC-2401-00, including an approximately 10,223 square foot building ("Main Building"), including a 3,655 sq ft office space, 1,888 sq ft second floor residential space, and 4680 sq ft of warehouse, shop and firehall space. Reserving aside a minor portion for the Lincoln County Sheriff's Office of approx. 400 Sq ft.

SUBJECT TO:

1. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways;
2. Public utility easements, if any.

TO HAVE AND TO HOLD the said described premises ("Premises") unto the said Tenant from 12:01 a.m., July 1<sup>st</sup>, 2022 for a yearly lease amount determined as follows:

1. BASE TERMS:

1.1 Lease Commencement Date: July 1st, 2022.

1.2 Initial Term: This Lease is effective from and after the Lease Commencement Date. Subject to any termination provisions set forth herein, the initial term of this Lease shall be for a period of five (5) years from Lease Commencement ("Term Commencement Date" or "Lease Commencement Date").

1.3 Base Rent: During the term of the lease, each year the Tenant shall pay to Landlord as base rent the sum of \$40,000 per year. Rent shall be payable on or before May 1st of the yearly lease term.

1.4 Base Rent Optional Terms: Upon mutual agreement no later than six months into the yearly lease period, the parties shall have the option to waive the rental fee upon written agreement that the Tenant shall undertake an equivalent amount of building repair. These shall include any major replacement, painting, structural and/or facade repair necessary to preserve the safe operation of the building. These shall not include improvements, changes or modifications necessary for the Tenant's operations. The acceptability of the repair proposed will be at the Landlord's sole discretion, and will be agreed upon in writing prior to expenditure. The exchange will be on a dollar to dollar basis up to the value of the rent due. (i.e. if the tenant replaces the roof for \$50,000, the landlord will waive the \$40,000 lease payment for the year.) No additional credit will be given for amounts exceeding the rent amount.

1.5 Additional Rent: All taxes, insurance costs, utility charges that Tenant is required to pay by this lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

2. LATE FEE:

If Tenant shall fail to pay the rental amount within fifteen (15) days of its due date, there shall be added to the rental amount a late fee of 10% of the rental amount.

3. ACCEPTANCE OF LEASE:

Lessee accepts said lease and agrees to pay to the order of Lessor the rental above stated for the full term of this lease at the times and in the manner aforesaid. Lessee assumes all risks associated with the use of the premises in any manner. It is understood that the Lessee takes the Premises as is, subject to all faults, defects and hazards.

4. USE:

Lessee is hereby authorized to use the Main Building for the operation of the fire and rescue services provided by the policies of the Tenant district, and for no other purpose without the Lessor's express, written consent in advance obtained, in its sole discretion. Lessee may sublet a portion of the building at the written permission of the Landlord, and must provide the sublet contract to the Landlord.

Tenant may not restrict, impose or interfere with the usage of the other leased areas, and must provide unhindered access to those spaces by the personnel as well as such common area usage as would be expected. (i.e. the LCSO and the PacWest personnel shall have access to the kitchen and bathrooms, etc.)

6. LIMITS ON USE:

Tenant will not make any unlawful, improper or offensive use of the Premises; it will not suffer any strip or waste thereof; it will not permit any unreasonable noise to escape or to be emitted from the Premises or do anything or permit anything to be done upon or about the Premises in any way tending to create a nuisance. Tenant agrees to maintain the Premises in a reasonably good and safe condition. In the event that there shall exist on the Premises any substandard condition, which is caused by Tenant, Tenant shall immediately use its best efforts to clear and remedy the same. Tenant shall be liable to the Landlord for any increased insurance premiums occasioned by such conditions.

7. OPTION TO PURCHASE:

Landlord shall grant tenant a first right to purchase the Premises at a price agreed to by both Tenant and Landlord ("Purchase Option"). The Purchase Option shall be effective on the Lease Commencement Date and shall terminate five (5) years after the Option Commencement Date, as defined below, with the Tenant giving 180 days' notice to the Landlord that Tenant desires to exercise the Purchase Option.

The purchase price will be based on an appraisal by a licensed commercial real estate appraiser in the state of Oregon ("Purchase Price") provided by the Tenant and approved by the City Council of Waldport. The appraisal will be completed and accepted within 120 days of the Lease Commencement Date ("Option Commencement Date").

The Purchase Price shall increase as determined by a percentage equal to the percentage change in the National Construction Cost Index published by the "Engineering New Record" and equal to the January yearly increase.

Tenant's Work, as also defined in Section 12, will not be considered towards the Purchase Price under the Purchase Option.

8. SPECIAL PROVISIONS:

8.1 Tenant shall allow or provide for the following:

- a. Tenant shall keep all licenses and permits which are used in conjunction with the Fire District in full force and effect.
- b. Tenant shall keep and maintain all the premises and fixtures leased hereunder in good repair and operation.
- c. Lessee shall pay any and all real and personal property taxes levied on

the leased real property and business assets of Lessee, should any such taxes be levied.

- d. Lessee shall maintain and operate the Fire District on the Premises leased herein, in accordance with all local, state, federal and other laws and regulations governing the conduct of volunteer fire departments.

8.2 Wastewater Treatment: Tenant shall comply with all applicable wastewater treatment ordinances, either as now existing or as hereafter adopted.

8.3 Loading Hours/ Nuisance: Tenant shall not suffer or permit any activity which constitutes an unreasonable nuisance or unreasonable inconvenience to others. Tenant shall keep reasonable hours for loading and unloading.

8.4 Site Plan: Landlord and Tenant shall jointly prepare a conceptual site plan that incorporates any desired changes to the access and or additions ("Site Plan"). The Site Plan will be subject to approval of the City Council of the City of Waldport, within 120 days of the proposed change.

9. TAXES, UTILITIES & OTHER FEES:

Tenant shall pay for all water, heat, light, power and other services or utilities used in the leased premises during the term of this lease and shall be responsible for the personal property taxes, on all personal property located on the premises during the Tenant's occupancy thereof.

Tenant shall also pay all taxes and assessments which may be now or hereafter levied upon said real property and the improvements placed thereon during the term of the lease, promptly, when the same are levied and assessed and before the same shall become delinquent.

Upon request, Tenant will promptly deliver to Landlord receipts or other satisfactory evidence of such payment.

10. FIRE INSURANCE:

Tenant agrees to insure the premises against loss by fire, vandalism or other casualty, with extended coverage, in a company or companies satisfactory to the Landlord, for the maximum insurable value thereof, and both the Landlord and the Tenant shall appear as named insured under such policy, as their respective interests shall appear.

Tenant shall be responsible to provide insurance upon the fixtures, appurtenances and person property located upon the premises against loss by fire, vandalism or other casualty.

To the extent that any insurance proceeds become available by reason of any loss, damage or casualty to the premises, the proceeds of any such policy of insurance shall be applied toward the cost of repair or restoration, such proceeds to be credited first toward the portion of any such repair or restoration chargeable to the party having such insurance except as provided in Section 22 below.

11. REPAIRS AND MAINTENANCE:

11.1 Landlord's Obligations: The Landlord shall have no obligations other than those reasonably prescribed as a municipal provider of city services.

11.2 Tenant's Obligations: The following shall be the responsibility of Tenant:

- a. All repair of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.
- b. Any repairs necessitated by the negligence or by improper maintenance of Tenant, its agents, employees, and invitees.
- c. Ordinary maintenance of the heating and air conditioning system including replacement and overhaul as is necessary.
- d. Any repairs required under Tenant's obligation to comply with any laws and regulations that would not otherwise apply to Landlord but for Tenant's occupancy of the Premises.
- e. All other maintenance and repairs to the Premises, including all equipment.
- f. Tenant hereby agrees to maintain and keep the leased premises in good order and repair during the entire term of this lease at Tenant's own cost and expense; and to keep the premises neat and clean.

12. ALTERATIONS AND IMPROVEMENTS:

Tenant shall not make any addition, renovation, alteration, reconstruction or change to the Premises or change the appearance of the buildings without the prior written consent of the Landlord ("Alterations"), and shall submit to Lessor adequate plans and specification and shall obtain all necessary permits and pay necessary fees. Any such Alterations shall become a part of the realty and belong to Landlord upon termination of the Lease, subject to provisions in the Purchase Option, as defined in Section 7.



Tenant shall be responsible for all tenant improvements that are necessary to render the premises suitable for Lessee's purposes ("Tenant's Work"). All Tenant's Work shall be carried out in a good and workmanlike manner. Tenant's Work includes demolition, architecture, electrical, plumbing, and HVAC.

Tenant's Work, unless becoming part of the realty as specified above or in Section 21, shall be the property of Tenant, and is subject to provisions in the Purchase Option, as defined in Section 7.

13. INSPECTION:

The Landlord, its agents and representatives, at any reasonable time may, upon notice, enter upon or into said premises for the purpose of examining the condition thereof and for any other lawful purpose, with 24 hours notice.

14. TRANSFER OR SUBLEASE:

Tenant may assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest therein, or permit any other person or persons whomsoever to occupy the premises with the written consent of the Landlord first being obtained, if Tenant retains a majority interest. Assignments are subject to Landlord's prior express written consent; which consent may be withheld.

Tenant shall give Landlord at least 60 day's written notice of its intention to assign or sublet.

15. LIENS:

Tenant shall keep the demised premises free from all liens of every kind and description caused, incurred, permitted or suffered by any act or omission of Tenant, and Tenant shall not have the right or authority to incur any mechanics', laborers', materialmens' or any other liens, without Landlord's consent.

16. COMPLIANCE WITH LAW:

a. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the premises, including without limitation, any laws requiring alteration of the premises because of Tenant's specific use, and all applicable federal, state, and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials (as hereinafter defined), waste disposal, air emissions, and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or

Tenant with respect to the use or occupation of premises.

- b. In the furtherance of, and not in limitation of, Tenant's obligations under the foregoing paragraph, throughout the term of this lease, Tenant shall do or cause to be done all things necessary to preserve and keep in full force and effect permits required for the conduct of its business and operations from the time of commencement of this lease until its expiration or termination.
- c. Tenant shall comply at Tenant's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the condition and use of said lease premises, including but not limited to federal and state laws and regulations regarding workplace conditions if any employee of the Tenant or subtenant (if permitted by Landlord) performs any work on the premises.

17. USE OF HAZARDOUS MATERIAL:

Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the premises by Tenant, its agents, employees, contractors, or invitees without the prior written consent of Landlord, which shall not be unreasonably withheld as long a Tenant demonstrates to Landlord's reasonable satisfaction that such hazardous material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such hazardous material so brought upon or used or kept in or about the premises.

As used herein, the term "hazardous materials" means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and amendments thereto, petroleum products, or such other substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

18. AMERICANS WITH DISABILITIES ACT:

Tenant shall take all proper and necessary action, at its own expense, to cause the demised premises to be kept, maintained, used and occupied in compliance with the Americans With Disabilities Act of 1990 (ADA) and with all applicable laws, ordinances, rules, regulations and any other state or local requirements governing discrimination against persons with disabilities or persons otherwise defined as being handicapped.

Tenant shall indemnify, hold harmless, and defend Landlord against any and all claims of liability for failure of the premises to comply with disability access requirements under the ADA or state and/or other related federal law, rules and regulations. This indemnity extends to claims based on: (1) non-compliance of the premises, including fixtures and improvements provided and installed by Tenant; or (2) policies, practices and procedures of Tenant; or (3) auxiliary aids or services provided by Tenant or which should have been provided by Tenant which were not provided.

19. INDEMNIFICATION:

Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during the lease term as a result of Tenant's use or activities, or of Tenant's agent or contractors.

20. LIABILITY INSURANCE:

Tenant, at its expense, shall maintain at all times during the Term of this Lease Commercial General Liability insurance in respect of the Premises and the conduct and operations of Tenant's business, with Landlord as additional insured. Such insurance shall be written for limits of \$2,000,000.00 combined single limit, or its equivalent. Tenant shall deliver to Landlord such fully paid for policies or certificates of insurance, in a form satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before commencement date of this lease. Tenant shall procure and pay for renewals of such insurance from time to time before the expiration of any existing policy, and Tenant shall deliver to Landlord such renewal policy or certificate at least fifteen (15) days before the expiration of any existing policy.

All such insurance policies shall be written as primary policies and shall not be contributing with or in excess of any coverage provided by Landlord. All such policies shall be issued in the name of the Tenant with Landlord as additional insured.

All policies of insurance shall be issued by responsible insurance companies authorized to provide insurance in the state of Oregon. All policies of insurance must contain a provision that the company writing the policy give Landlord thirty (30) days written notice in advance of any cancellation or material change of coverage, including any reduction in the amount of insurance.

Tenant, at its expense, shall provide insurance for its own property, including, but not limited to, any structures which the Tenant shall erect, equipment or other personal property pertaining to the Tenant's operations during the term of this lease.

21. OWNERSHIP OF IMPROVEMENTS:

All partitions, plumbing, wiring, additions to or improvements upon said leased premises except trade fixtures, whether installed by Landlord or the Tenant, shall be and become part of the building as soon as installed and are the property of the Landlord; provided however, except as otherwise provided in this lease, that trade fixtures attached to the premises with the Landlord's consent shall remain the independent property of the Tenant, provided however that if the removal of the trade fixture would damage the premises, then the trade fixture shall be deemed to have been affixed to the premises and shall be the property of the Landlord.

22. DESTRUCTION OF PREMISES:

In the event of the destruction of the building in which said leased premises are located by fire or other casualty to the extent of fifty percent (50%) or more of the sound value of said building, the Landlord may or may not elect to repair said building; written notice of Landlord's said election shall be given to Tenant within fifteen (15) days after the occurrence of said damage; if said notice is not so given, Landlord conclusively shall be deemed to have elected not to repair; in the event Landlord elects not to repair said building, then in that event this lease shall terminate with the date of said damage.

If the building in which said leased premises are located is but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and Landlord elects to repair, as aforesaid, then the Landlord shall require repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the Tenant, all or any part of said building in order to make the necessary repairs, and the Tenant hereby agrees to vacate, upon request, all or any part of said building which Landlord may require for the purpose of making necessary repairs; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said Tenant, then there shall be no abatement of rent and the Tenant shall repair said damage with all convenient speed.

In any event the Landlord's obligation to repair any damage or destruction to the premises shall be limited to the amount of available fire insurance proceeds. In the event the Landlord is required to make any such repairs or elects to do so, any portion of any insurance proceeds which would be paid to the Tenant by reason of its interest in the subject premises shall be payable to the Landlord and shall be included as part of the insurance proceeds available for costs of repair or reconstruction.

23. WAIVER OF LIABILITY:

Neither the Landlord nor the Tenant shall be liable to the other for losses arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such losses are caused by any of the perils which are or should be included in or insured against by a standard form of fire insurance with extended coverage, as required hereunder. All such claims for any and all losses, however caused, hereby are waived. However, nothing herein contained shall be deemed to exculpate the Tenant for liability for such losses to the extent that Tenant fails to obtain and keep in effect insurance against such losses as herein required, nor anything herein contained be deemed to exculpate the Tenant for liability for such losses should such exculpation have the effect of voiding or nullifying any insurance coverage for such loss which might otherwise exist for the benefit of the Landlord.

24. CONDEMNATION:

In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty (20) days written notice to the other, and in that case the Tenant shall not be liable for any rent after the date of Tenant's removal from the premises.

25. HOLDING OVER:

Strict and literal compliance with the terms and conditions provided for any renewal of this lease shall be a condition precedent thereto, and in the event the Tenant shall for any reason hold over after expiration of this lease, other than pursuant to a valid renewal hereof, such holding over shall not be deemed to operate as a renewal or extension of this lease but shall create a tenancy from month-to-month which may be terminated at will at any time by the Landlord.

26. NOTICES:

Any notices required by the terms of this lease to be given by one party to the other, or desired so to be given, shall be sufficient if the writing is in a sealed envelope, deposited in the United States registered or certified mail with return receipt requested and with postage fully prepaid and addressed to the other party at the following address, or such other address as to which either party may have properly notified the other:

LANDLORD: City Manager	TENANT: Fire Chief
City of Waldport	Central Oregon Coast Fire District
P.O. Box 1120	PO Box 505

Any such notice shall be presumed to be delivered within forty eight (48) hours after deposit in any United States registered or certified mail. In the event that the person desiring to give such notice shall become aware that such notice was not so delivered, the notice shall, nonetheless, be deemed to be effective within forty eight (48) hours after such deposit. However, within a reasonable time after such discovery the person desiring to give notice shall take appropriate steps to give actual notice to the other. No further attempts shall be required, however if such notice cannot be delivered due to the failure of the party for whom such notice is intended to provide information as to such person's address or to accept delivery.

27. STRICT PERFORMANCE:

Full, strict, complete and literal performance, and the time thereof, are of the essence of this agreement; any waiver by either party of any breach of any covenant or agreement herein contained to be kept and performed by the other party shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent non-breaching party from any right or remedy for that breach or for any succeeding breach, either of the same condition, covenant or agreement, or of any other.

28. ATTORNEY FEES:

If suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, the Tenant in such suit or action agrees to pay the Landlord reasonable attorney fees incurred in such suit or action, unless such action is determined to be groundless by the court, in so much as then each entity will be responsible for their own fees.

29. RIGHT TO ADVERTISE:

During the period of sixty (60) days prior to the date fixed for the termination of said lease, unless the parties have reached agreement and have renewed the same as provided herein, the Landlord may post on said premises or in the windows thereof signs of reasonable size notifying the public that the premises are "For Sale" or "For Rent" or "For Lease".

30. SURRENDER OF PREMISES:

At the expiration of said term or upon any sooner termination of this lease, or upon the termination of any extension hereof, or upon the termination of any month-to-month tenancy created hereafter, the Tenant will quit and deliver up said leased premises and fixtures and all future erections or additions to or upon

the same, broom clean to the Landlord, or those having Landlord's estate in the premises, peaceably, quietly and in good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements, to the extent covered by insurance, alone excepted, as the same are now in or such better condition as the premises hereafter may be put in. Tenant shall deliver the keys to the premises at the time of surrender of the premises.

29. SUCCESSORS:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties.

30. SIGNS:

During the period of this lease, neither party shall place any signs, emblems, flashing lights or similar devices upon the premises without consent of the other; Landlord shall not unreasonably withhold consent to the placement of an attractive and aesthetically pleasing sign designating the occupants of the business, trade or profession in which such occupants are engaged, and Tenants shall not withhold consent to placement upon the premises by the Landlord of aesthetically attractive directional signs. All such signs shall be of reasonable size and consistent with the architectural style of the building and compliant with all codes, ordinances, laws and other applicable requirements.

31. NEAT AND PRESENTABLE CONDITION:

Tenant agrees at all times during the term of this lease to maintain the leased premises landscaping in a clean, neat, orderly and presentable condition.

32. INTEGRATION:

This is the complete and entire agreement between the parties, and supersedes any other or prior agreement. Any modification hereof shall be effective only if reduced to writing and subscribed by the parties sought to be bound thereby.

33. DEFAULT:

The Tenant's failure to pay the rent provided hereunder, or any portion thereof, for a period of twenty (20) days after the same becomes due and payable, shall be a default and shall operate, at Landlord's discretion, to terminate the tenancy of the Tenant hereunder. No notice to quit or to pay such rent shall be required and the holding of such tenancy thereafter shall be wrongful. However, if the Landlord, after such default in payment of rent, accepts payment thereof, the

lease is reinstated for the full term hereof, subject to termination by subsequent defaults in payment of rent or to termination for other default as hereafter provided. Acceptance by Landlord of payment of arrearage of rent, or a portion thereof, shall not reinstate the lease unless the Tenant shall pay or perform, all sums the payment of which is in arrears and all other defaults then existing.

The Tenant shall not be considered in default hereunder, and this lease shall not terminate, by reason or any act or omission of the Tenant in breach of any requirement hereof, (excepting only failure to pay rent or other sums due to the Landlord hereunder) until and unless Landlord shall give to the Tenant notice of such act or omission in breach of this lease agreement, and Tenant shall fail to cure the same within thirty (30) days after such notice. However, whenever such breach shall relate to the provision of insurance or to the payment of any taxes, assessment, or any other sum due to a third party, the same shall be provided or paid within ten (10) days after such notice.

With respect to all matters relating to the condition of the premises, if the act or omission complained of by Landlord may not reasonably be cured within thirty (30) days, the Tenant shall nonetheless not be deemed in default hereunder if the Tenant shall commence the cure of such breach within ten (10) days following receipt of such notice and shall diligently prosecute such cure to completion.

Landlord shall be in default in the event it shall fail to perform any act of omission or commission otherwise required of it under this Lease, Tenant has provided written notice of the alleged breach, and Landlord fails to substantially cure the breach within thirty (30) days of the written notice.

34. REMEDIES:

In the event the lease shall terminate for Tenant's default, as aforesaid, and if the Tenant shall fail to immediately surrender possession of the leased premises and fixtures, in any of such cases, the Landlord immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as of Landlord's former estate and expel Tenant's effects at the expense of Tenant, forcibly if necessary, and store the same and/or lock the demised premises, all without being deemed guilty of trespass or other wrongful act, and as a remedy pursuant thereto and not in derogation hereof, and without prejudice to any other right or remedy which otherwise might be used for arrears of rent, breach of this agreement, or otherwise. In the event of Landlord's default, Tenant may elect to abate rent until the default is cured. Tenant may also pursue any other remedy provided by law.

All of the Landlord's rights and remedies hereunder shall be cumulative, one with the other, and with any other right or remedy as may exist by force and effect of



law or otherwise.

35. GRAMMATICAL CONSTRUCTION:

In construing this lease, it is understood that the Landlord or the Tenant may be more than one person, and if the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine may include the feminine and the neuter, and vice versa, and generally all grammatical changes shall be made, assumed, and implied as are necessary to carry out the intent hereof and to make the provisions of this agreement apply equally to corporations as to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate to be effective as of the day and year above set forth, and any corporate signature is affixed hereto only pursuant to the board of directors or other governing body thereof.

LANDLORD:  
CITY OF WALDPORT

TENANT:  
CENTRAL OREGON COAST FIRE DISTRICT

BY: Dann Cutter

BY: \_\_\_\_\_

TITLE: City Manager

TITLE: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_

**To: Central Coast Fire & Rescue Board of Directors**  
**From: Chief Jamie Mason**  
**Date: 04/15/2022**  
**Subject: Board Report**

## **CHIEF'S REPORT**

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**Makenzie Group** – Placed the possibility of revised designs of the station on hold due to the new Lease option with the city.

**Civil Service Committee** – Draft of Civil Services rules provided, upcoming steps are to form a commission (3 members) and update/approve rules through the commission.

**School Programs Coordination** – Continued with First Aid course delivery and will be able to offer future CPR courses.

**Budget** – The draft of the budget is completed and under a final review for presentation at the Budget meeting next month.

**Grant Funding** – The following are grants that we are researching, applying for, or have applied for:

*National Rescue Relief Act* – Ryan LLC. – Nothing new to report at this time. (April 8<sup>th</sup>)

*Tax Market Credits* – Ryan LLC. – Nothing new to report at this time. (April 8<sup>th</sup>)

*FEMA Building Resilient Infrastructure and Communities (BRIC) Funds* – Ryan LLC. – Nothing new to report at this time. (April 8<sup>th</sup>)

*Oregon Seismic Grant* – Makenzie on hold.

*Siletz Charitable Contribution Fund* – Next Grant opportunity is June 1<sup>st</sup>. (Hose Grant)

*FEMA Staffing for Adequate Fire and Emergency Response (SAFER)* – Waiting for results.

**FEMA Assistance to Firefighters Grant (AFG)** – Waiting for results.

**FEMA Prevention and Preparedness Grant** – Waiting for results.

**Lease with the City** – the lease was reviewed by legal. Suggestions from legal were forwarded to the Board President and the City Manager for consideration.

**Action Items** – The following items were identified with the following deadlines during the District goal-setting workshop.

1. *Community Emergency Response Trailer – Completed*
2. *Five Rivers Water Supply – added to 22-23 Equipment Levy budget proposal.*
3. *Ambulance 72 Lease/Share - Completed*
4. *Jet Dock Installation Plan – Waiting for Port to place electrical/Grant funding.*
5. *Engine Equipment Continuity List – Inventory costs added to 22-23 Equipment Levy budget proposal.*
6. *SAFER Grant Application – Completed*
7. *AFG Grant Application - Completed*
8. *Rope Rescue Operations – Completed*