

*For: Monday, **August 10, 2015**, City Council Meeting*

Supplemental Packet Information

Dated: August 7, 2015

Included in this packet is documentation to support the following Agenda item:

Staff Reports:

1. Authorization to execute agreement with Coos Curry Electric Cooperative for a utility easement into Azalea Park off Lundeen Lane for electrical service to future facilities. [Parks, pg. 2]
 - a. Easement [pg. 3]
 - b. Map [pg. 5]
 - c. Line Construction Contract [pg. 6]

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, or at City Hall. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

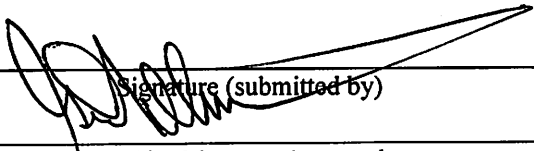
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least ten days advance notification. Please contact 541-469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 8/10/15

Originating Dept: Parks



Signature (submitted by)

City Manager Approval

Subject: Coos Curry Electric - Easement into Azalea Park

Motion: Authorize City Manager to execute an agreement with Coos Curry Electric for a utility easement into Azalea Park off Lundeen Lane for electrical service to future facilities.

Background/Discussion: The Azalea Park ball fields have been in use for nearly twenty years without electrical, sewer and water (except for irrigation). Phase one of the Azalea Park Ball Field Reconfiguration project includes the installation of these services into the ball field area off Lundeen Lane along with the construction of a restroom/concession building, field maintenance building, new backstops and dugout fencing, as well as connecting ADA hard surface paving from the existing parking lots. The total phase one budget is \$354,000 of which \$220,000 is funded through a large local government grant from the Oregon Parks and Recreation Department (OPRD). The City of Brookings ranked thirteenth out of seventeen project funded this year.

Coos Curry Electric, when extending new services outside of a utility right of way and into private property, require an easement to access their service infrastructure. Electrical service will extend from a utility pole on the north side of Lundeen Lane, across Lundeen Lane and into the area of the current gravel parking lot approximately 180 lf. The project is planned for installation in time for the Wild Rivers Music Festival (WRMF) this month.

Financial Impact: WRMF has pledged \$5000 from ticket sales for the electrical install into this area of the park.

Attachments:

- a. Agreement
- b. Map
- c. Line Construction Contract

Return to: Coos-Curry Electric Cooperative, Inc.
PO Box 1268,
Port Orford, OR 97465

RECORDING DIVISION

GRANT OF PERPETUAL EASEMENT

This Agreement is made this _____ day of _____, 2015, by and between _____ the **City of Brookings**, Oregon, a municipal corporation ("Grantor") and Coos-Curry Electric Cooperative, Inc., ("Grantee") an Oregon Cooperative Corporation headquartered at 43050 Highway 101, Port Orford, Oregon 97465.

Grantor is the fee owner of certain real property located in **Curry** County, Oregon (the "Grantor Property"), more particularly described hereinafter;

That property as described in Instrument number 93 00144, and recorded in the State of Oregon, County of Curry Clerk's Office on January 12, 1993.

Tax Lot **2001** Section **5A** Township **41** South, Range **13** West of the Willamette Meridian, Curry County, Oregon.

For valuable consideration receipt of which is hereby acknowledged, Grantor hereby grants to Grantee and Grantee's successors, and assigns, an exclusive, fully assignable, perpetual easement in gross on that portion of the Grantor Property for the construction, reconstruction, inspection, operation, maintenance, repair, clearing, replacement, enlargement and removal of electric power transmission, distribution and communication facilities and all necessary or desirable accessories and appurtenances thereto, including without limitation, supporting towers, poles, props, protection (bollards, riprap, etc.) guys, anchors, wires, fibers, cables and other conductors and conduits therefor, pads, transformers, switches, vaults, and cabinets (collectively the "Facilities"), along with other easement rights all as described hereinafter.

Said Easement Area being a strip of land, ten (10) feet wide, with five (5) feet on each side of the centerline of the Facilities, specifically located as actually installed.

The easement granted herein includes additional rights as follows:

1. A perpetual easement on, over and across the Grantor Property from public roadways for access to the Facilities and for all activities in connection with the purposes for which the easement described herein has been granted, together with the present and future right to keep the Easement Area and adjacent portions of the Grantor Property clear of all brush, trees, timber, structures, buildings and other hazards, including, but not limited to, the removal of dead, weak, leaning, or other dangerous trees outside the Easement Area, which Grantee deems, in the exercise of its exclusive discretion, to be an actual or potential hazard which may endanger the Facilities or impede Grantee's rights granted herein. The right of access granted herein includes, without limitation, the right to bring heavy duty trucks and equipment onto the Grantor Property as Grantee deems necessary.
2. The right to transfer, sell, encumber, lease, sublease, assign, or otherwise convey Grantee's rights herein, from time to time during the duration of this easement, for monetary consideration or otherwise.

Grantor agrees that it shall not place, use or permit in the Easement Area any structure, plants, equipment or material of any kind, light any fires, or place or store any flammable materials (other than agricultural crops) on or within the boundaries of the Easement Area.

Although the easement granted herein is exclusive to Grantee, Grantor shall have the right to use the Easement Area for agricultural crops and other purposes which do not, in the determination of Grantee exercising its sole and exclusive discretion, interfere with the use of the easement rights granted herein.

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations herein assumed.

The easement granted herein runs with the land of the Grantor Property and is binding upon and inures to the benefit of the respective heirs, personal representatives, successors, shareholders, directors, and assigns of the parties hereto.

Grantor covenants that Grantor owns the above-described premises, and that Grantor has the legal right and authority to grant this Easement.

IN WITNESS WHEREOF, the said Grantor(s) have hereunto set their hand(s) as of the _____ day of _____, 20____.

GRANTOR'S SIGNATURE

PRINT GRANTOR'S NAME & TITLE

Please sign and print name as Authorized Signatory for the City of Brookings.

STATE OF _____)
County of _____)

This instrument was acknowledged before me on: _____, 20____,

By: City of Brookings

Name(s) of Grantor(s)

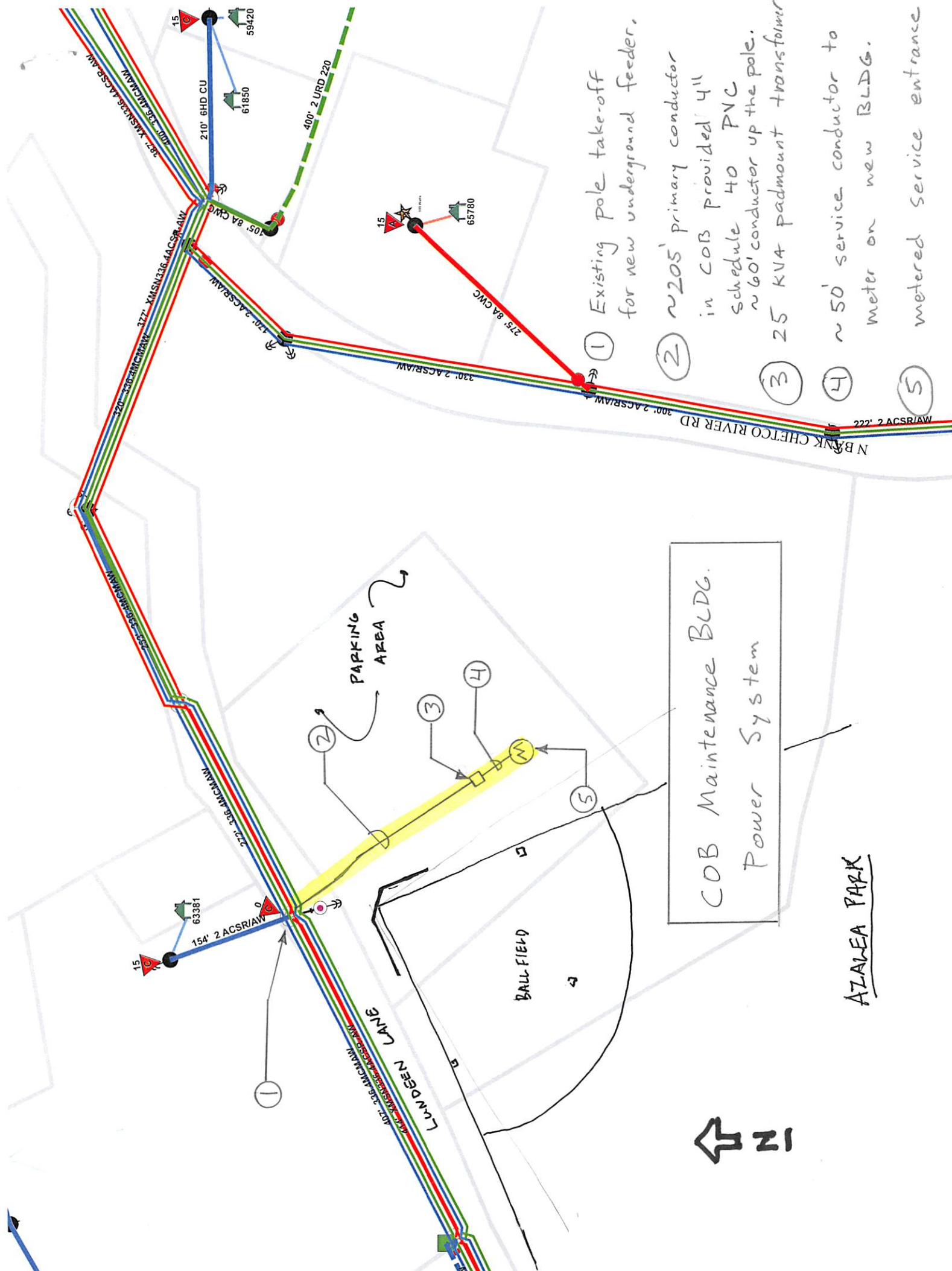
Notary Public Signature

Notary Public State of _____

My Commission Expires: _____

The following reference numbers are included for Grantee internal tracking purposes only:

WO Number: 150447 WR Number: 24464 Easement No: _____



- ① Existing pole take-off for new underground feeder.
- ② ~205' primary conductor in COB provided 4" schedule 40 PVC ~60' conductor up the pole.
- ③ 25 KVA padmount transformer
- ④ ~50' service conductor to meter on new BLDG.
- ⑤ metered service entrance

AZALEA PARK

Work Order# 150447
Structure# B5-4
Date: August 5, 2015

WR# 24464
Location# 4113051576

**COOS-CURRY ELECTRIC COOPERATIVE, INC.
ELECTRIC SERVICE AND LINE CONSTRUCTION CONTRACT**

This Contract made and entered into this 5 day of August, 2015, by and between City of Brookings (the "Member") and COOS-CURRY ELECTRIC COOPERATIVE, INC., PO BOX 1268, PORT ORFORD, OR 97465 (the "Cooperative").

WHEREAS, the Member has requested the Cooperative to install electric facilities as described: A primary underground system with necessary hardware and a secondary underground service with one meter at Lundeen RD, Brookings, OR

On a parcel of land located in the NE ¼ of the NW ¼ of Section 5, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon. Tax Lot # 2001 (Map 41-13-05A)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually agreed as follows:

1. SALE

The Cooperative agrees to sell and deliver to the Member, under the terms and conditions hereof, and the Member agrees to purchase and pay for electric power and energy located on the above-referenced Member's property.

2. SERVICE CHARACTERISTICS

Delivery facilities will be installed, owned and maintained by the Cooperative.

Member is not allowed to change power requirements or horse power without the written permission of the Cooperative.

The Cooperative reserves the right to disconnect the Member's service equipment from the Cooperative's system at any time during the life of this service, if the Cooperative experiences system power quality problems caused by the Member's facilities operating on the Cooperative's system. The Member, at his/her expense, agrees to install the necessary equipment to remedy power quality problems caused by the Member.

3. SCOPE OF WORK

CCEC will install approximately 265 feet of 1/0 220URD, one 25kva padmount transformer, approx. 50 feet of 350 MCMUALX and one CL320 meter.

4. COST OF CONSTRUCTION

| <u>Item</u> | <u>Description</u> | <u>Total</u> |
|-------------|-----------------------|---------------|
| A. | COST OF CONSTRUCTION: | \$ 5,382.71 |
| B. | ENGINEERING FEE | \$ < 250.00 > |

TO BE PAID BY MEMBER PRIOR TO CONSTRUCTION

\$ 5,132.71

The costs above are valid for ninety (90) days. If Cooperative construction is delayed more than 180 days, a new cost may be prepared and, if necessary, costs recomputed. If the construction is cancelled, any construction fees already advanced will be refunded, less the Engineering Fee, any additional engineering costs and those funds advanced for special equipment and/or long-lead time material.

The Cost of Construction shall be paid in full by the Member prior to any material being ordered or any actual construction beginning.

The above Cost of Construction does not include additional costs due to unnecessary problems, delays, changes, etc. caused by the Member or Member's contractor(s) or subcontractor(s). If additional costs are anticipated, as determined solely by the Cooperative, a new cost will be prepared and shall be paid in full by the Member before any further materials will be ordered or construction activities recommenced.

5. PAYMENT SCHEDULE

Member shall pay the Cooperative for service hereunder at the rates and upon the terms and conditions set forth in the applicable Rate Schedule of the Cooperative. It is understood and agreed that the Cooperative has the absolute right to establish, amend, or supplement rate charges and payment requirements for services rendered hereunder as determined to be necessary or appropriate by the Board of Directors of the Cooperative.

6. MEMBERSHIP

The Applicant shall become a member of the Cooperative, if not already a member, by applying and paying the membership fee and is hereby bound by the provisions of the Articles of Incorporation and Bylaws of the Cooperative as amended from time to time, and by such policies, rules and regulations as may be adopted from time-to-time by the Cooperative's Board of Directors.

7. CONTINUITY OF SERVICE

The Cooperative shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy. The Cooperative is not, however, guarantor of power supply, and shall be excused from performance under this Contract and shall not be liable for any loss or damage sustained by the Member (a) if the supply of electric power and energy, or facilities, equipment, parts or material shall fail, be interrupted, curtailed, or become defective, through an Act of God, governmental authority, action of elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the control of the Cooperative; or (b) if the wholesale power supply to the Cooperative is unavailable, restricted, curtailed or interrupted.

8. TERM OF LINE EXTENTION CONTRACT

This Contract shall become effective on the date executed. Member will comply with the general provisions outlined in the Cooperative's Policy No. 300-060, Line Construction Policy.

9. MAINTENANCE AND OWNERSHIP OF FACILITIES

The delivery facilities installed by the Cooperative upon the premises shall be maintained by the Cooperative and shall remain the property of the Cooperative notwithstanding the attachment of such facilities to the premises, and shall not be subject to any voluntary or involuntary encumbrance or disposition of any nature allowed or caused by the Member. It is agreed and the Member specifically grants to the Cooperative, a permanent easement across and upon the premises as specified in the Cooperative's Policy No. 300-060, Line Construction Policy, for the purpose of installation of the delivery facilities, and for the maintenance, repair, replacement, inspection, and relocation of such facilities, or for any other purpose reasonably related.

10. DUE AUTHORIZATION

The Member represents that he/she has the authority to execute this Contract, and that all persons required to create terms, conditions and contracts have executed this Contract below.

11. BINDING EFFECT

It is mutually agreed by and between the parties hereto that the conditions, terms, and covenants of this Contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12. **SPECIAL CONDITIONS**

Member will be responsible for back-filling and compaction of trench to the Cooperative's satisfaction. Prior to back-filling, a Cooperative representative will inspect and approve the installation. The Cooperative will allow joint use of its facilities in accordance with existing joint use agreements that conform to applicable state codes (excluding sewer and gas). The Cooperative may allow the Member to participate toward the construction of facilities (i.e. trenching and conduit installation). In these instances, the Member agrees to indemnify, defend and hold harmless the Cooperative and its directors, officers, agents, owners, and employees from all claims of whatsoever nature or kind, including those brought by employees or subcontractors of the Member, arising out of or as a result of any act or failure to act, whether or not negligent, in connection with the performance of the work to be performed pursuant to this Contract by the Member, its employees, agents and subcontractors.

13. **ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have entered into this Contract as of the date written below.



SIGN by Authorized Signatory
For: City of Brookings
(Sign document using blue ink)

8-5-15

Date:

Anthony Baron

Print Name
(Sign document using blue ink)

Parke G. Technical
Services Supervisor

Title

Return Signed Original to:
Coos-Curry Electric Cooperative, Inc.
Engineering Aid
PO Box 1268
Port Orford OR 97465

Rev 07/27/2011