

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 10, 2023, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Scheduled Public Appearances

(Informational presentations to Council on non-agenda items – 10 minute limit per person.)

1. Jacobs
2. Wild Rivers Film Festival

E. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

F. Consent Calendar

1. Approve City Council meeting minutes for March 27, 2023 [Pg. 1]
2. Accept Parks and Recreation meeting minutes for February 16, 2023 [Pg. 3]

G. Staff Reports/Hearings

1. South Coast Community Aquatics Pool Management MOU [Pg. 4]
 - a. Draft SCCA Memorandum of Understanding [Pg. 5]
2. CCEC MOU [Pg.10]
 - a. Draft CCEC MOU [Pg. 12]
 - b. Exhibit A – CCEC Schedule 51 [Pg. 13]
 - c. Ordinance 23-O-805 [Pg. 15]
3. Update Master Fee Schedule [Pg. 22]
 - a. Resolution 23-R-1238 [Pg. 23]
 - b. Master Fee Schedule with proposed 2023 revisions [Pg. 24]
4. Yard of the Month [Pg. 31]
5. Kidtown Replacement Award [Pg. 32]
 - a. Leathers & Associates Proposal [Pg. 34]

H. Informational/Non-Action Items

1. March Vouchers [Pg. 40]

I. Remarks from Mayor and Councilors

J. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

If you would like to view the City Council Meeting live, you can via:

- Television – Charter Channel 181

- Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

City of Brookings
CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, March 27, 2023

Call to Order

Mayor Hedenskog called the meeting to order at 7:00 PM

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Isaac Hodges, Andy Martin, Michelle Morosky, and Ed Schreiber; a quorum present

Staff present: City Manager Janell Howard and Planning Tech Lauri Ziemer

Media Present: 2

Others Present: 50

Mayor Hedenskog motioned to move agenda item E, City Manager Remarks and Announcements to item H. Motion failed for lack of second.

Oral Requests and Communications from the audience

- Steven Godo, 97840 Titus Lane, Brookings – spoke in opposition to the reinstatement of Janell Howard
- Bill Dundom, PO Box 1502, Brookings – spoke in favor of the reinstatement of Janell Howard
- Teresa Lawson, 820 Brookhaven Drive, Brookings – spoke in opposition to the reinstatement of Janell Howard
- Bret Curtis, 1323 Crissey Circle, Brookings – provided an opinion on good leadership
- Jan Miller, 312 Railroad Street, Brookings – spoke in opposition to the reinstatement of Janell Howard
- Susan Hockema, 96037 N Bank Pistol River, Gold Beach – spoke in opposition to the reinstatement of Janell Howard
- Bryan Holmes, 850 Cameo Court, Brookings – spoke in opposition of City Manager Janell Howard
- David Harris, 922 Timberline Drive, Brookings – spoke in opposition of City Manager Janell Howard
- Julio Macias, 98273 Tuttle Lane, Brookings – spoke in opposition to the reinstatement of Janell Howard

City Manager Remarks and Announcements

City Manager Janell Howard presented a statement of apology.

Consent Calendar

1. Approve City Council meeting minutes for March 13, 2023
2. Accept February 2023 vouchers

Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports/Hearings

1. Warming Center Policy

Staff report presented by Janell Howard

- Diana Cooper, 805 Paradise Lane, Brookings – presented details on behalf of CORE for the recent warming center success.
- Connie Hunter, 1310 English Court, Brookings – spoke in favor of a warming center.

Mayor Hedenskog moved, Councilor Morosky seconded, and Council voted unanimously to direct City Manager to implement a Warming Center Policy.

2. DEQ Interim Financing Resolution

Staff report presented by Janell Howard

Councilor Schreiber moved, Councilor Morosky seconded, and Council voted unanimously to adopt Resolution 23-R-1237, authorizing the City Manager to sign interim financing documents under DEQ State Revolving Fund, up to \$24,996,000, to be paid off by long-term USDA-RD loans previously authorized, to finance the Wastewater Treatment and Sewer Line Improvement Project.

Remarks from Mayor and Councilors

Councilor Schreiber provided a statement on behalf of the Council in regard to the reinstatement of Janell Howard.

Councilor Martin apologized to police officers and stated that in the best interest of the city, the City Manager should resign.

Councilor Hodges appreciated comments made.

Adjournment

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 8:13 PM.

Respectfully submitted:

ATTESTED this 10th day of April 2023:

Ron Hedenskog, Mayor

Janell K. Howard, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
February 16, 2023

CALL TO ORDER

Commissioner Mike Worthey called the meeting to order at 7:00 pm followed by the Pledge of Allegiance. Jay Trost introduced new Commissioner Dan Brattain.

ROLL CALL –

Present: Commissioners Jaime Armstrong, Dan Brattain, Steve Kerr, Mike Worthey

Absent: Zeus Zamora

Also present: Deputy PWDS Director Jay Trost

Audience: 1

APPROVAL OF MINUTES

Motion made by Commissioner Armstrong to approve the minutes of November 17, 2022; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES – Kennette Babb, 19241 Highnoon, Brookings updated the Commission on local Pickleball activities and the number of people participating in the area.

COMMISSION BUSINESS –

A. Election of Chair and Vice Chair – Steve Kerr nominated as Commission Chair. **Motion made by Commissioner Worthey to appoint Steve Kerr as Commission Chair; motion seconded and Commission voted; the motion carried unanimously.** Zeus Zamora nominated as Commission Vice Chair. **Motion made by Commissioner Worthey to appoint Zeus Zamora as Commission Vice Chair; motion seconded and Commission voted; the motion carried unanimously.**

B. 2022 Year in Review – Jay Trost presented the yearly review report. Chair Kerr asked if lighting in Kidtown parking area was in the plans to improve, Jay advised it had not been discussed but would review.

REGULAR AGENDA – None

INFORMATION UPDATES/DISCUSSION ITEMS

A. Stout Park Tree Maintenance – a tree arborist has identified 13 hazard trees in Stout Park, many of them which were previously topped and now pose a danger of falling. Staff examining removing those trees, which will allow for the current undergrowth trees to thrive and and replacing with new trees. Timing and process of removal is being determined.


B. 2023 Park Improvement Projects – 2023 projects include the resurfacing and repainting of the tennis and Pickleball courts and the Kidtown Rebuild Project. Focus to maintain and improve the exisiting park areas we have.

COMMISSIONER REPORTS/COMMENTS – Jay announced this is his last Parks & Rec Commission meeting, he is moving on as a County Commissioner. Tony Baron will be returning as Parks Director.

ADJOURNMENT

Next meeting scheduled for March 23, 2023. With no further business, meeting adjourned at 7:40 pm.

Respectfully submitted,




Steve Kerr, Chair
(Approved at March 23, 2023 meeting)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2023

Originating Dept: Finance & Admin


Signature (submitted by)


City Manager Approval

Subject:

South Coast Community Aquatics (SCCA) Pool Management Memorandum of Understanding (MOU).

Recommended Motion:

Motion to authorize the City Manager to sign a Memorandum of Understanding with South Coast Community Aquatics.

Financial Impact:

None.

Background/Discussion:

Staff has met with South Coast Community Aquatics (SCCA) board of directors to draft a memorandum of understanding (MOU) to mutually operate the Municipal Pool for the 2023 season. The MOU would allow designated representatives of SCCA, operating as city volunteers, to shadow and offer suggestions regarding the management of the pool during the 2023 season. This would allow SCCA to have a full understanding of pool operations in order to draft a final agreement that would ultimately benefit the city and the community by providing a management structure that in the future would require fewer city resources in staffing and establish a schedule that would seasonally open the pool earlier and close later.

Staff presented the concept of the MOU with SCCA to the Park and Recreation Commission at the March 23, 2023 meeting and the commissioners unanimously voted in favor of recommending that the City Council consider SCCA's proposal to operate the pool in the future.

This was next presented at a Council Workshop on April 5, 2023, and the consensus was to forward it to a regular Council meeting for approval.

Attachment:

- a. Draft SCCA Memorandum of Understanding (MOU)

MEMORANDUM OF UNDERSTANDING TO
ASSIST
with OPERATIONS and
MANAGEMENT of the
CITY of BROOKINGS MUNICIPAL
SWIMMING POOL

THIS AGREEMENT is made and entered into this March ____, 2023, ("Effective Date") by and between the City of Brookings, whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 and South Coast Community Aquatics, whose address for any formal notice is 509 Hemlock Street, Brookings, OR 97415, collectively referred to as the "Parties".

RECITALS

- A. The City of Brookings, Oregon ("Brookings") owns, operates, and manages the Municipal Pool located at 1130 Ransom Ave., Brookings, Oregon ("Pool") for the public benefit; and
- B. South Coast Community Aquatics is an Oregon Nonprofit Corporation ("SCCA"), whose mission is to support Brookings in promoting, operating and managing the Pool. In 2023, this Agreement is intended to allow SCCA the opportunity to gather information, which may allow it to obtain future funding and to take over future Pool operation and management.
- C. At the end of the 2023 Pool Season, Brookings and the SCCA will determine whether the performance of this Agreement has been beneficial to the Parties. If the Parties agree that it has been beneficial, the Parties will consider extending this Agreement with the SCCA assuming greater oversight of the Pool and obtaining private funding for support of the Pool.

NOW THEREFORE, Brookings and SCCA agree as follows:

1. DEFINITIONS

"Pool Manager" is a Brookings employee and a SCCA Board Director, who will manage the Pool and who will be the liaison between Brookings and SCCA in performing this Agreement. Appendix A sets forth the duties and responsibilities of the Pool Manager.

2. TERM

2.1 The Initial Term of this Agreement will be for One (1) year commencing on March ____, 2023 (the "Commencement Date") and ending March ____, 2024. Thereafter, this Agreement will be extended by written agreement only.

2.2 Either party may terminate this Agreement for good cause by providing the other party with formal written notice not less than Sixty (60) calendar days prior to termination.

2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Brookings for nonpayment of SCCA's invoices, SCCA may terminate this Agreement if Brookings fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.

2.4 Upon notice of termination by Brookings, SCCA shall assist Brookings in assuming operation of the Pool.

3. SCCA RESPONSIBILITIES

3.1 SCCA will execute Brookings' volunteer agreements to establish its relationship as that of volunteers.

3.2 SCCA shall perform the services set forth in Appendix B and communicate with Brookings through the Pool Manager.

- 3.3 SCCA shall perform the services with the degree of skill and diligence as directed by Brookings.

4. BROOKINGS RESPONSIBILITIES

- 4.1 Brookings shall perform the services set forth in Appendix C and communicate with the SCCA through the Pool Manager.
- 4.2 Brookings will pay for all Capital Expenditures to operate the Pool. Any loss, damage or injury resulting from Brookings' failure to provide Capital Expenditures and/or funds when reasonably requested by SCCA shall be the sole responsibility of Brookings.
- 4.3 Brookings shall maintain the Pool, land, buildings, facilities, easements, licenses, structures, rights-of-way, and equipment presently or subsequently acquired by Brookings, all of which will remain the exclusive property of Brookings, unless specifically obtained by SCCA and otherwise agreed upon in writing by the Parties.
- 4.4 Brookings will provide all insurance to maintain and operate the Pool. This includes but is not limited to vehicle, equipment, general liability, and worker's compensation insurance.

5. INDEMNITY AND LIABILITY

- 5.1 In 2023, SCCA is only acquiring information about the operations, administration, and management of the Pool. Accordingly, Brookings will indemnify, hold harmless and defend SCCA from any claim which may arise from or is related to this Agreement.
- 5.2 In no event will SCCA, its subcontractors, officers or employees be liable for Brookings' incidental, special, indirect, or consequential damages, whether such liability arises from breach of contract or warranty, tort-including negligence, strict or statutory liability, or any other cause of action.
- 5.3 SCCA's responsibility is to operate the facility in compliance with current laws and regulations as directed by Brookings. SCCA is not assuming or accepting assignment of any duties or responsibilities that cannot be assumed or assigned by a nongovernmental agency.

6. FINES AND CIVIL PENALTIES

SCCA will not be liable for fines or civil penalties which result from violations that arise from or are related to Brookings operations and management of the Pool.

7. INSURANCE

- 7.1 SCCA shall maintain Errors and Omissions coverage for its Board members. All other insurance to operate and maintain the pool will be provided by Brookings.
- 7.2 SCCA shall not maintain general liability insurance because its relationship with Brookings is that of a volunteer and will therefore be subject to coverage by Brookings.

8. UNFORESEEN CIRCUMSTANCE

- 8.1 Neither party will be liable to the other for damages, delays, or failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The

party invoking this clause shall notify the other party immediately by verbal communication and then in writing regarding the nature and extent of the Unforeseen Circumstance within ten (10) business days *after* its occurrence, and the Parties shall take reasonable measures to mitigate any impact from an Unforeseen Circumstance.

- 8.2 In the case of an Unforeseen Circumstance, Brookings agrees to pay any costs incurred by SCCA in connection with such Unforeseen Circumstance.

9. ACCESS TO FACILITIES AND PROPERTIES

- 9.1 Brookings will provide SCCA 24-hour per day access to the Pool and its personnel to perform this Agreement.
- 9.2 Brookings will provide SCCA with complete access to purchasing records, Pool systems' data, Pool related financial and accounting records, Pool employee records, policies, instructional manuals, and any other information which relates to the operation, management and administration of the Pool.

10. CHANGES

Brookings and SCCA, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

11. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no right or benefit to anyone other than Brookings and SCCA and has no third-party beneficiaries.

12. JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

13. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

14. AUTHORITY

Both Parties represent and warrant to each other that the execution, delivery, and performance of this Agreement have been duly authorized by the responsible parties thereof.

NOTICE

Whenever either party desires to give notice to the other, the notice must be in writing. Notices may be sent certified mail, return receipt requested to the addresses in the introductory paragraph of this Agreement or via email to the following email addresses with written confirmation of receipt.

SCCA: _____

Brookings City Manager: _____

Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

15. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms or conditions are completed, and will *be* fully enforceable by either party.

16. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Pool Manager

Appendix B SCCA Duties and Responsibilities

Appendix C Brookings Duties and Responsibilities

IN WITNESSETH WHEREOF, the Parties execute below:

South Coast Community Aquatics.

The City of Brookings

Name: _____
Title: _____
Date: _____

Name: _____
Title : _____
Date: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2023

Originating Dept: Finance & Admin

Signature (submitted by)


City Manager Approval

Subject:

Coos Curry Electric Coop (CCEC) Memorandum of Understanding (MOU).

Recommended Motion:

Motion to authorize the City Manager to sign a Memorandum of Understanding with Coos Curry Electric Coop (CCEC).

Financial Impact:

No financial change from the Ordinance adopted February 27th.

Background/Discussion:

The City Council adopted Ordinance 23-O-805 on February 27, 2023, effective 30 days later. I emailed Brent Bischoff, CCEC General Manager, with the signed Ordinance a few days later. He expressed some concerns and through subsequent conversations, we were able to tentatively agree on some small, non-financial edits that I agreed to present to the City Council in the form of a MOU until a modified Ordinance can be adopted and signed by both the City and CCEC.

Bischoff is able to sign the MOU based on CCEC's last board meeting, with the following modifications of Ordinance 23-O-805:

- **REMOVE** the following language from Section 10A "Cooperative agrees that said franchise fee is considered part of their cost of doing business and shall not be entitled to recovery solely from Cooperative members within the City as a separate line item on their bills."
- **REPLACE** the entirety of Section 10B with "Grantee shall furnish the City all street lighting service pursuant to Grantee's Schedule 51 – Area Lighting & Public Street Lighting Service, attached as Exhibit A to the franchise agreement, as such may be amended or renumbered from time to time by Grantee's Board of Directors. It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures."

The effective date to remain April 1 is agreeable. That means that franchise fees and city streetlight billing will both begin as of April 1st.

CCEC will accept a monthly franchise fee payment schedule.

Once the MOU is in place, CCEC intends to communicate to our members within Brookings city limits that for electric service as of April 1, 2023 they will see a new line item on their bill for the City of Brookings franchise fee of 3%, increasing to 4% in 2024, and to 5% in 2025 in accordance with Ordinance 23-O-805.

Attached is a draft MOU to bridge the gap before a modified Ordinance is adopted.

Attachment:

- a. Draft CCEC Memorandum of Understanding (MOU)
- b. Exhibit A – CCEC Schedule 51
- c. Ordinance 23-O-805

**Memorandum of Understanding
Between City of Brookings (City) and Coos Curry Electric Cooperative (CCEC)**

1. Purpose

This Memorandum of Understanding ("MOU") is entered into by the City of Brookings (City) and Coos Curry Electric Cooperative (CCEC). This Memorandum of Understanding (MOU) establishes terms and conditions for an interim period until a modified Franchise Ordinance can be adopted.

2. Background

The City adopted Ordinance 23-O-805 on February 27, 2023, which became effective 30 days later. CCEC did not agree with some provisions of Ordinance 23-O-805 and did not sign the franchise agreement created by that Ordinance.

3. Agreement

This agreement is not intended to supersede Ordinance 23-O-805 between the City and CCEC, but to supplement it.

The City and CCEC agree to modify Ordinance 23-O-805 as follows:

- **REMOVE** the following language from Section 10A : "Cooperative agrees that said franchise fee is considered part of their cost of doing business and shall not be entitled to recovery solely from Cooperative members within the City as a separate line item on their bills."
- **REPLACE** the entirety of Section 10B with "Grantee shall furnish the City all street lighting service pursuant to Grantee's "Schedule 51 – Area Lighting & Public Street Lighting Service", attached as Exhibit A to the franchise agreement, as such may be amended or renumbered from time to time by Grantee's Board of Directors. It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures."

The City and CCEC also agree that the effective date of the franchise agreement will be April 1, 2023. The assessment of franchise fees by the City and the charging of City streetlight costs by CCEC will both begin April 1, 2023.

All other terms of Ordinance 23-O-805 will remain in effect.

4. Term

This MOU will expire upon the effective date of the new ordinance which modifies Ordinance 23-O-805 as provided for in Paragraph 3 above.

5. Execution

The following individuals hereby execute this agreement on behalf of the City and CCEC, respectively.

Janell K. Howard, City Manager

Brent Bischoff, General Manager



COOS-CURRY ELECTRIC COOPERATIVE, INC.
PO BOX 1268
PORT ORFORD OR 97465

AREA LIGHTING & PUBLIC STREET LIGHTING SERVICE

Schedules
 (Parent Account) Area Lighting 51 Public Street Lighting

AVAILABILITY

Available for controlled and dusk-to-dawn lighting systems for public street lighting and for yard or security lighting, subject to the established rules and regulations of the Cooperative.

MONTHLY RATE

Public Street Lighting

| | |
|---|---------|
| 1 - 100 watt High Pressure Sodium Fixture | \$18.21 |
| 2 - 175 watt Mercury Vapor | \$18.21 |
| 3 - 200 watt High Pressure Sodium Fixture | \$24.28 |
| 4 - 250 watt High Pressure Sodium Fixture | \$24.28 |
| 5 - 400 watt Mercury Vapor | \$24.28 |

Yard or Security Lighting

| | |
|---|---------|
| 11- 100 watt High Pressure Sodium Fixture | \$18.21 |
| 12- 175 watt Mercury Vapor | \$18.21 |
| 13- 200 watt High Pressure Sodium Fixture | \$24.28 |
| 14- 250 watt High Pressure Sodium Fixture | \$24.28 |
| 15- 400 watt Mercury Vapor | \$24.28 |

CONDITIONS OF SERVICE

Area lighting equipment, including lamps, fixtures, necessary circuits, transformers, and additional guys and fittings, will be furnished and installed on poles by the Cooperative. The annual minimum charge will be twelve (12) times the appropriate monthly charge.

TERMS OF PAYMENT

All bills become due and payable at time of receipt of bill.

Payment for primary high voltage line to serve security lighting only will be determined by the Cooperative.

Effective with bills rendered on and after July 1, 2020.

Rate Approved 02/20/2020 Schedule Approved 03/26/2020 Effective 07/01/2020

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 23-O-805

IN THE MATTER OF ORDINANCE 23-O-805, GRANTING A 10-YEAR FRANCHISE TO COOS-CURRY ELECTRIC GRANTEE, INC., FOR THE OPERATION OF AN ELECTRIC POWER TRANSMISSION AND DISTRIBUTION SYSTEM WITHIN THE CITY OF BROOKINGS; PRESCRIBING THE TERMS, CONDITIONS AND MANNER OF THE ACCEPTANCE OF SUCH FRANCHISE; REPEALING ORDINANCE NO. 02-O-555.

| | |
|--------------------|--|
| Section 1. | Repeal of Ordinance |
| Section 2. | Grant of Franchise |
| Section 3. | Emergency Repair |
| Section 4. | Installation of Facilities |
| Section 5. | Restoration of Facilities |
| Section 6. | Construction Conflicts to be Avoided |
| Section 7. | Adjustments to Facilities |
| Section 8. | Conditions on Sale, Transfer, or Assignment |
| Section 9. | Indemnification |
| Section 10. | Terms and Conditions of Franchise |
| Section 11. | Grantee Use of Poles |
| Section 12. | Term |
| Section 13. | Acceptance |

The City of Brookings Ordains as Follows:

Section 1. Repeal of Ordinance No. 02-O-555. Ordinance No. 02-O-555 of the City of Brookings (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Brookings and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Grantee"), under said Ordinance No. 02-O-555 shall be settled between said parties as of the date that the Grantee shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Grantee's governing board.

Section 2. Grant of Franchise. There is hereby granted by the City of Brookings ("City") to the Coos Curry Electric Cooperative, Inc. ("Grantee"), the non-exclusive right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Brookings.

Section 3. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee's electric service facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public

Works permit. All emergency maintenance and repair work, erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works and Development Services Department ("Public Works Department") of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in material and workmanship and depending on the extent of the work, may require additional sureties as defined in Section 3 herein.

Section 4. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of electric services by means of poles, conduits, wires, cables, and other equipment or appliances, or relocation of any of the Grantee's electric services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Public Works Department via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship.

When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules, and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules, or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Franchise does not

require Grantee to comply with existing or future ordinances, resolutions, rules, or orders that conflict with any specific provision of this Franchise.

The word "applicable", as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or intentional wrongful act of the City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/ blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.355(4)

Section 5. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Brookings Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which

such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne proportionately by the Grantee and other utilities being concurrently relocated as coordinated and adjudicated by the City unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

"Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited to water and sewer facilities. It shall not include the relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation. Nothing herein shall be deemed to preclude the City from agreeing in writing, in its sole discretion, to contribute to utility operators' costs for such relocation.

Section 6. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 7. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of

changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 8. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

Section 9. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 10. Terms and conditions of franchise.

A. In consideration of the rights, privileges and franchise hereby granted in Section 2 of this ordinance, Grantee shall pay to the City a fee equivalent to 3.0% of the Grantee's gross operating revenues, earned within the City ("Franchise Fee") upon effective date of ordinance, increasing to 4.0% effective January 1, 2024, and increasing to 5.0% effective January 1, 2025 for the duration of the franchise granted by this Ordinance. Payment of said fee shall be made monthly by the fifteenth (15th) of the following month. Cooperative agrees that said franchise fee is considered part of their cost of doing business and shall not be entitled to recovery solely from Cooperative members within the City as a separate line item on their bills. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

B. In consideration of the granting of said franchise, the Grantee shall also furnish the City, without charge, all street lights including installation, maintenance, and replacement of bulbs. It is understood that Grantee shall replace existing lights with LED lights, when they are scheduled for replacement.

C. For the avoidance of doubt, the Franchise Fee provided in Section 10A and the provision of all street lights to the City at no cost provided in Section 10B shall constitute the City's entire remuneration from the Grantee for the rights and privileges granted in Section 2 of this ordinance. Electricity furnished to the City-owned decorative street lights in the downtown area will be billed at the Grantee's small commercial rate, as such may be modified from time-to-time by the Grantee's Board of Directors, and the City shall be responsible for all maintenance, removal, replacement, and repair of said lights.

Section 11. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

Section 12. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 12 ("Effective Date").

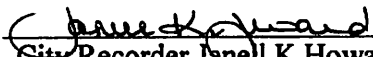
Section 13. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

First Reading: February 27, 2023 Passage: February 27, 2023
Second Reading: February 27, 2023 Effective Date: March 29, 2023

Signed by me in authentication of its passage this 27th day of February, 2023

ATTEST:


Mayor Ron Hedenskog


City Recorder Janell K Howard

Accepted by the Franchisee:

The amendment to the Franchise granted to Coos Curry Electric Cooperative, Inc. as set forth in this Ordinance is hereby accepted by the Franchisee on the _____ day of _____ 2023.

Signature: _____

Printed Name: Brent Bischoff

Title: General Manager/CEO

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2023

Originating Dept: Finance & Admin

Signature (submitted by)



City Manager Approval

Subject:

Adoption of an updated Master Fee Schedule

Recommended Motion:

Adopt Resolution 23-R-1238, updating the Master Fee Schedule and repealing Resolution 22-R-1224, effective July 1, 2023.

Financial Impact:

Approximately 5.8% increase in revenues of specific fee categories per occurrence.

Background/Discussion:

The Master Fee Schedule is reviewed by staff annually to determine where changes are appropriate. The most recent 2022 Master Fee Schedule was adopted by Council on May 9, 2022, pursuant to Resolution 22-R-1224.

The draft 2023 Master Fee Schedule is attached as “Exhibit A”, and those changes are indicated in red. It includes a cost-of-living increase (CPI-W February) of 5.8% rounded to the nearest dollar on most items. There are some costs that are not increased annually because of the amount (i.e. increase of less than \$0.50) and might be increased every few years.

Council discussed the Master Fee Schedule in a workshop on April 3, 2023. The consensus was to bring forward the updated schedule to a regular Council meeting with a 5.8% increase.

Attachment(s):

- a. Resolution 23-R-1238
- b. Master Fee Schedule with proposed 2023 revisions

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 23-R-1238

A RESOLUTION OF THE CITY OF BROOKINGS UPDATING THE BROOKINGS MASTER FEE SCHEDULE AND REPEALING 22-R-1224

WHEREAS, the City of Brookings adopted the Brookings Master Fee Schedule under Resolution 09-R-610; and

WHEREAS, Resolution 09-R-910 established the method of updating the Brookings Master Fee Schedule (Fee Schedule) by Resolution, recognizing that the establishment of certain fees from time to time is necessary to recover the true cost of providing services; and

WHEREAS, Resolution 09-R-910 also provides that the City Council may apply an annual CPI adjustment to the Fee Schedule; and

WHEREAS, the last update to the Fee Schedule was in July 2022;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that the 2023 Brookings Master Fee Schedule, attached herein as Exhibit A, is hereby adopted, and Resolution 22-R-1224 is repealed.

BE IT FURTHER RESOLVED that the 2022 Brookings Master Fee Schedule will become effective on July 1, 2023.

Passed by the City Council April 10, 2023; effective July 1, 2023.

Attest:

Mayor Ron Hedenskog

City Recorder Janell K Howard

| | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|--|--|
| <u>ADMINISTRATIVE - GENERAL</u> | | |
| Building Code Violation Appeal Fee ⁽¹⁶⁾ | \$182.00 | 193.00 |
| Business Licenses | | |
| Annual fee based on total number of employees reported on Form 132 | | |
| 0-10 | \$76.00 | 80.00 |
| 11-25 | \$124.00 | 131.00 |
| 26-50 | \$184.00 | 195.00 |
| 51-75 | \$367.00 | 388.00 |
| 76-100 | \$729.00 | 771.00 |
| 101-200 | \$1,212.00 | 1,282.00 |
| >200 | \$1,847.00 | 1,954.00 |
| Annual fee for businesses located outside City limits | \$93.00 | 93.00 |
| Late Fee | \$10.00 | 10.00 |
| Temporary 90-Day | \$35.00 or 1/4 annual fee, whichever is greater | \$35.00 or 1/4 annual fee, whichever is greater |
| Public Safety Fee per connection/unit/month | \$3.25 | 3.25 |
| Copying of City Records < 200 pages (based on 8-1/2 x 11 side) ⁽¹⁾ | B&W \$0.35 /Color \$0.45 | B&W \$0.35 /Color \$0.45 |
| Copying City Records using off-site services (when necessary) | Actual costs + staff time | Actual costs + staff time |
| Certified copies of City records (for notarized copies – see Notary fee) | | |
| First page + copy costs | B&W \$1.30/Color \$1.40 | B&W \$1.30/Color \$1.40 |
| Each additional page (per side) + copy costs | B&W \$0.70/Color \$0.80 | B&W \$0.70/Color \$0.80 |
| Duplication of City audio/video recordings to CD or DVD | | |
| Personal Copy | \$17.00 | 18.00 |
| Certified Copy | \$22.00 | 23.00 |
| Electronic document preparation ⁽¹⁰⁾ | | |
| Electronic documents or files copied to CD or DVD | \$16.00 | 17.00 |
| Electronic documents, <10MB and 10 files, sent electronically | No additional cost | No additional cost |
| Electronic documents, ≥10MB and/or 10 files, sent electronically | \$14.00 | 15.00 |
| Paper to electronic conversion (per side) to PDF format, ≤ 11” x 17” | \$0.20 per side | \$0.20 per side |
| Fax - per page (single sided – 8-1/2 x 14 max) | \$1.40 | \$1.40 |
| | | |
| GIS | | |
| 8-1/2 x 11 Curry County Print (per single sided page) | B&W \$0.35; Color \$0.45 | B&W \$0.35; Color \$0.45 |
| 11 x 17 Curry County Print (per single sided page) 24 | B&W \$3.30; Color \$3.40 | B&W \$3.30; Color \$3.40 |

| | | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|-----------|-------------------------------|-------------------------------|
| Large Format Print (> 11x17) | | BW \$4/sq ft Color \$12/sq ft | BW \$4/sq ft Color \$12/sq ft |
| Large Format Scanning (> 11 x 17, per single side sheet) | Per Sheet | \$22.00 | 23.00 |
| Custom Map | Per Hour | \$52.00 | 55.00 |
| Legal review of public records for exempt determination (2) | | Actual legal costs | Actual legal costs |
| Lien Search | | \$30.00 | 30.00 |
| Liquor License Application – New/Annual Renewal | | \$28.00 | 30.00 |
| Liquor License Application – Temporary/Annual | | \$28.00 | 30.00 |
| Meeting Room Rental – Council Chambers | Per Hour | \$22.00 | 23.00 |
| Meeting Room Rental – Fire Hall | Per Hour | \$14.00 | 14.00 |
| Monitoring of public review of City files | | \$42.00 | 44.00 |
| Payment Agreement- Set-up | | | |
| Set-Up Fee | | \$124.00 | 131.00 |
| Late Fee | | \$41.00 | 43.00 |
| Loan Rate | | 9% | 9% |
| Records Search (10) | Per Hour | \$49.00 | 52.00 |
| Returned (NSF) Check | | \$44.00 | 47.00 |
| Taxicab Driver's Permit/ Bi-Annual | | \$36.00 | 36.00 |
| Taxicab License/ Per Vehicle/Annual | | \$81.00 | 86.00 |
| Taxicab Photo Update | | \$14.00 | 14.00 |
| Transportation Network Company | | \$81.00 | 86.00 |
| Transportation Network Company Driver's Permit/Bi-Annual | | \$33.00 | 35.00 |
| Vacation – General (12) | | \$1,482.00 | 1,568.00 |
| <u>COURT</u> | | | |
| Community Service Sign Up Fee | | \$58.00 | 61.00 |
| Court Fee (Generally) | | \$58.00 | 61.00 |
| Driver's License Sanctions | | \$28.00 | 30.00 |
| Failure to Appear | | \$57.00 | 60.00 |
| Collections Fee | | \$28.00 | 30.00 |
| Payment Plan Fee (balance less than \$250) | | \$28.00 | 30.00 |
| Payment Plan Fee (balance greater than \$250) | | \$56.00 | 59.00 |
| Appeal Filing Motion | | \$70.00 | 74.00 |
| | | | |
| | | | |
| <u>FIRE</u> | | | |
| Burn Permits | 25 | \$15.00 | 15.00 |

| | | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|--|-----------------|-----------------|
| Burn to Learn | | \$1,798.00 | 1,902.00 |
| Insurance Company Report | | \$28.00 | 30.00 |
| Copies of County Road Directory | | \$17.00 | 18.00 |
| Roadway Wash Down | | \$124.00 | 131.00 |
| <u>PARK FACILITY / DAILY USE FEES</u> (3)(4) | | | |
| Capella Use Fees | | | |
| Basic Use Fee Per hour w/2 hour minimum | | \$122.00 | 129.00 |
| Musical Event Fee (minimum 3 event series) Per hour w/2 hour minimum | | \$22.00 | 23.00 |
| Security Deposit Per Event | | \$233.00 | 247.00 |
| Park Use/Standard | | | |
| City Residents; <i>non-resident add 50%, non-profit subtract 50%</i> | | | |
| 0-200 | | \$50.00 | 53.00 |
| 201-400 | | \$92.00 | 97.00 |
| 401-600 | | \$176.00 | 186.00 |
| 601-1000 | | \$304.00 | 322.00 |
| > Each additional 100 | | \$50.00 | 53.00 |
| Park Use/Commercial | | | |
| City Resident 1-100 | | \$50.00 | 53.00 |
| >Each additional 100 | | \$50.00 | 53.00 |
| Non-City Resident 1-5 | | \$124.00 | 131.00 |
| 6-30 | | \$184.00 | 195.00 |
| 31-60 | | \$368.00 | 389.00 |
| 61-100 | | \$493.00 | 522.00 |
| >Each additional 100 | | \$61.00 | 65.00 |
| Other Park Facilities: <i>non-resident add 50%, non-profit subtract 50%</i> | | | |
| Bandshell/Stage Use | | \$50.00 | 53.00 |
| Concession Stand w/restrooms | | \$93.00 | 98.00 |
| Concession Restrooms Only | | \$28.00 | 30.00 |
| Folding Picnic Table / each, per event (8) | | \$22.00 | 23.00 |
| Tournaments per field per day | | \$93.00 | 93.00 |
| Soft Ball Field Lights per hour/per field | | \$17.00 | 17.00 |
| Recreational Sports (Soft Ball, Kick Ball, Soccer) per game/per team | | \$27.00 | 27.00 |
| Recreational Sports Courts/ Field Reservation per hour | | \$27.00 | 27.00 |
| Scoreboard Use/Remote Deposit | | \$200.00 | 200.00 |
| Tournament Cancellation fee | 26 45 days or more \$25; 45 days or less 1/2 of deposit excluding light fees | | |

| | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|--------------------------|--------------------------|
| Key replacement | \$28.00 | 30.00 |
| Expedited Plan Review for Special Events (20) | \$576.00 | 609.00 |
| Capella/Park Use Cancellation Fee | \$25.00 | 25.00 |
| Event Permit Request | | |
| Event Permit (18) | \$45.00 | 48.00 |
| Barricade and Cone Delivery (19) (11) | \$99.00 | 105.00 |
| Refundable Barricade/Cone Use | \$368.00 | 389.00 |
| <u>PLANNING</u> | | |
| Annexation (5) | \$6,116.00 | 6,471.00 |
| Appeal to City Council (9) (16) | Equal to Application Fee | Equal to Application Fee |
| Appeal to Planning Commission | \$184.00 | 195.00 |
| Combined Preliminary/Final Plat Approval | \$983.00 | 1,040.00 |
| Comprehensive Plan Amendment (5) | \$4,418.00 | 4,674.00 |
| Conditional Use Permit (Generally) | \$3,132.00 | 3,314.00 |
| Detailed Development Plan (5) | \$8,770.00 | 9,279.00 |
| Extension of Time SUB/CUP | \$61.00 | 65.00 |
| Home Occupation | \$48.00 | 51.00 |
| Home Occupation Permit for Non-profit | No Fee | No Fee |
| Lot Line Adjustment/Lot Line Vacation | \$173.00 | 183.00 |
| LU Compatibility Statements | \$50.00 | 53.00 |
| Master Plan Development (5) | \$10,338.00 | 10,938.00 |
| Minor Change | \$1,206.00 | 1,276.00 |
| Partition | \$2,411.00 | 2,551.00 |
| Mural Application | \$93.00 | 98.00 |
| Permit Clearance Review | \$204.00 | 216.00 |
| Minor Additions & Repairs | \$68.00 | 72.00 |
| Planned Unit Development (5) | \$5,388.00 | 5,701.00 |
| Pre-Application Services (6) | \$633.00 | 670.00 |
| Re-Notification | \$165.00 | 175.00 |
| Sign Approval | \$159.00 | 168.00 |
| Street Naming | \$119.00 | 126.00 |
| Subdivision (5) | \$2,494.00 | 2,639.00 |
| Subdivision Final Approval | \$184.00 | 195.00 |
| Subdivision Replat (5) | \$2,461.00 | 2,604.00 |

| | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|--|--|
| Variance | \$2,935.00 | 3,105.00 |
| Vacation – Land Use ⁽¹²⁾ | \$2,967.00 | 3,139.00 |
| Workforce Housing Accessory Dwelling Registration Fee | \$29.00 | 31.00 |
| Zone Change (without Comp Plan Amendment) | \$3,310.00 | 3,502.00 |
| <u>POLICE</u> | | |
| Fingerprinting – per card | \$15.00 | 15.00 |
| Intoxilizer | \$5.00 | 5.00 |
| Police Reports/per report | \$10.00 | 11.00 |
| Incident Reports | \$5.00 | 5.00 |
| Digital Media Redact - Minimum of \$75 | | Actual costs + staff time |
| Digital Media Duplication | \$33.00 | 35.00 |
| Urinalysis | \$10.00 | 10.00 |
| <u>PUBLIC WORKS</u> | | |
| Building Inspection Fees | Pursuant to OR State Building Codes Div | Pursuant to OR State Building Codes Div established fees |
| Public Works / Right-of-Way Plan Review ⁽⁵⁾ ⁽¹³⁾ Per plan sheet | \$88.00 | 93.00 |
| Public Works / Right-of-Way Permit and Inspection ⁽⁷⁾ ⁽¹⁷⁾ | \$96.00 or 5% of project value, whichever is greater | \$100.00 or 5% of project value, whichever is greater |
| Right to Use/Encroachment Permit ⁽¹⁷⁾ | \$50.00 | 53.00 |
| Hydrology report review ⁽⁵⁾ | \$239.00 | 253.00 |
| TV Inspection Fee w 2 hour minimum | \$204.00 | 216.00 |
| <u>SEWER & WATER</u> | | |
| <i>Sewer</i> | | |
| 4” Sewer Tap-in ⁽¹⁴⁾ | Actual time & materials with minimum of \$4,440 | Actual time & materials with minimum of \$4,617 |
| 6” Sewer Tap-in (w/o existing lateral to property line) ⁽¹⁴⁾ | Actual time & materials with minimum of \$6,002 | Actual time & materials with minimum of \$6,242 |
| BOD/SS Compiler ⁽¹⁵⁾ | \$180.00 | 190.00 |
| Flow Meter Data Logger ⁽¹⁵⁾ | \$180.00 | 190.00 |
| Oil & Grease Trap Inspection - stand alone | \$56.00 | 59.00 |
| Oil & Grease Trap Inspection w backflow inspection | \$28.00 | 30.00 |
| <i>Water</i> | | |

| | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|---|---|
| Annual Backflow Inspection | \$120.00 | 127.00 |
| Meter Drop-in Connection Fee | | |
| 5/8 x 3/4" | \$471.00 | 498.00 |
| 3/4" | \$509.00 | 539.00 |
| 1" | \$657.00 | 695.00 |
| 1-1/2" | \$2,070.00 | 2,190.00 |
| 2" | \$2,428.00 | 2,569.00 |
| 4" (14) | Actual time & materials with estimated deposit | Actual time & materials with estimated deposit |
| Hydrant Meter Installation (includes uninstal) | \$119.00 | 126.00 |
| Service Extension inside City limits | | |
| 1 inch single service | \$4,478.00 | 4,738.00 |
| 2 inch single service | \$6,073.00 | 6,425.00 |
| 2 inch dual service | \$7,102.00 | 7,514.00 |
| 4" Service and larger | Contractor only | Contractor only |
| Service Extension Outside City Limits | Add 20% to inside City limit fees | Add 20% to inside City limit fees |
| 4" Service and larger | Contractor only | Contractor only |
| | | |
| <u>SWIMMING POOL USE</u> Established annually by City Manager or designee | | |

Notes:

- (1) All copy charges are calculated based on a single-sided 8 ½ x 11 page. An 8-1/2 x 14 page will be charged at one and one-half (1-1/2) the cost of singled sided page, and 11 x 17 pages will be charged as two (2) single sided pages. Large copying projects (>200 single sided pages or >100 double sided) will be charged actual copying and labor costs, with prior notification to, and acknowledgement of the requestor.
- (2) Determination of need for legal review must be made by the City Manager.
- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Park Use Fees will be waived for the Azalea Festival, American Music Festival, Natures Coastal Holiday and Festival of Art at Stout Park. The City Manager may waive Parks Use Fees for non-profit events when the total is less than \$50.
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly, for staff and/or consultant's time and other associated costs incurred with processing the application (including but not limited to planning, public works, engineering, City administration, legal and inspection services).
- (6) Pre-application meeting fee will be applied to the application fee if the application is submitted within one (1) year of the pre-application meeting. Each pre-application meeting increases the application fee by the same amount.
- (7) Fee is collected at time of permit issuance.
- (8) Tables may be rented at a reduced 50% rate with a minimum of 5 tables when both pick-up and delivery are handled by the applicant.
- (9) Appeal fee will be equal to the applicable application fee and adjusted, up or down, based on final cost recovery.

| | <u>2022 FEE</u> | <u>2023 FEE</u> |
|---|-----------------|-----------------|
| (10) Fees noted are in addition to applicable records search fees. Any request requiring more than 1 hour of staff time for conversion, copying to disc, etc., will be charged the records search rate, in addition to standard fees, with prior notification to, and acknowledgement of the requestor. Sending and receiving of electronic files, and conversion of <i>paper</i> documents to PDF format, is limited to current available in-house technology. | | |
| (11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of barricades and cones. | | |
| (12) Vacations requiring an additional hearing before the Planning Commission will be charged at twice the standard fee. (Standard fee includes a hearing before the City Council). | | |
| (13) One-time fee. Incomplete submittals will not be accepted. | | |
| (14) Deposit based on estimate to be applied to actual cost of time and materials. Any deposit amount exceeding actual costs will be refunded upon project completion. Amounts in excess of the deposit will be billed at the earliest known stage in the project, or upon project completion. | | |
| (15) Subject to availability. | | |
| (16) If appellant prevails, appeal fee will be refunded. | | |
| (17) Fee will be doubled for failure to obtain permit in advance of performing work. | | |
| (18) Non-contiguous recurring events will be charged the base fee for the first event and \$10 for each recurrence during a calendar year. | | |
| (19) Barricade/cone fee for non-contiguous recurring events will be applied only once. | | |
| (20) For event application forms submitted less than 14 days from date of event. | | |

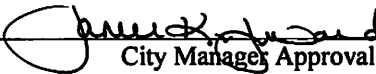
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2023

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

Annual Yard of the Month Program

Motion:

Approve the reinstatement of the Yard of the Month program for five months beginning May, 2023.

Financial Impact:

\$500

Background/Discussion:

This will be the City's 21st year for recognizing residents and business owners for their beautification efforts through its annual Yard of Month Program.


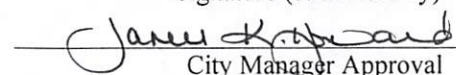
The program includes the presentation of awards, May through September, in two categories: Best Residential Property and Best Commercial Property. Monthly winners receive a certificate, and a \$50 rebate toward their City utility bill. Winners are also recognized with signage, local media coverage and mention at a City Council meeting.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2023

Originating Dept: PW/DS


Signature (submitted by)

City Manager Approval

Subject: Kidtown Replacement Award

Recommended Motion:

Authorize the City Manager to enter into an agreement with Leathers & Associates in the amount of \$488,765 for the replacement of Kidtown in Azalea Park.

Financial Impact:

The City's match of 40% is \$390,704 included in the Capital Projects Fund budget.

Background/Discussion:

Kidtown was built in May 1994 by the non-profit organization, Friends of Kidtown Playground. This structure was purchased from Leathers & Associates and was built by community volunteers. The non-profit was dissolved on October 18, 1998, and they turned over their assets and the responsibility of maintaining Kidtown to the City. Kidtown is a well-known community asset, and is a heavily utilized area of Azalea Park. The City recently updated the swing area with traditional steel swing sets and now the main structure is approaching the end of its useful life.

On October 21, 2021, the Parks Commission hosted a community town hall to gain citizen input. The town hall was not well attended. However, there were several emails received that assisted us in gaining valuable insight. The overwhelming response was that the community would like to see a playground similar to the one we currently have. It was also evident that there is a strong desire to honor those who volunteered to build the original playground and repurpose the wood that was dedicated to community members and their families. In addition to the town hall, we also put a community survey on the website and promoted it via social media, and also with a public notice that was distributed to the local media.

On January 20, 2022, the Parks and Recreation Commission approved and recommended that the council approve staff to submit a Local Government Grant (LGG) application to Oregon Parks and Recreation Department (OPRD). On February 28, 2022, the Council approved Resolution 22-R-1216, authorizing the submission of the LGG application to OPRD for the Kidtown project. On February 13, 2023, the council accepted the OPRD Grant in the amount of \$586,056 (60% of the total project).

The total cost for the Azalea Park Kid Town Playground replacement and improvement project is estimated at \$976,760. OPRD is administering the LGG program requiring a 40% match. The City was successful in obtaining the OPRD grant in the amount of \$586,056 and has a required match of \$390,704 to be funded from the Capital Projects Reserve Fund.

In addition to the playground itself, the project includes a covered picnic shelter at Kidtown, full reconstruction of the Kidtown parking lot, and a soft floor to the playground to make it ADA accessible.

Staff reached out to four different playground manufacturers from which we received three bids. One was disqualified since the type of structure proposed did not match the character of the original Kidtown.

| Bidders | Bid |
|-----------------------|-----------------------------|
| Leathers & Associates | \$488,765 |
| Play by Design | \$492,000 |
| Grounds for Play | \$478,026 (disqualified) |
| Buell Recreation | declined |

Attachments:

- a. Leathers & Associates Proposal



**Scope of Services and Proposal
for the construction of a new Leathers Playground
Kid's Town Playground 2.0**

| | |
|--|---|
| Leathers & Associates, Inc. PO Box 3364 Jupiter, FL 33469-9998 DATE: 4/6/23 Proposal #2224 | Tony Baron City of Brookings Public Works Deputy Director 898 Elk Drive Brookings, OR 97415 |
|--|---|

READ THIS ENTIRE PROPOSAL CAREFULLY. IT CONTAINS IMPORTANT INFORMATION FOR YOUR PROJECT.

This is a lump sum contract between City of Brookings (Client) and Leathers & Associates, (L&A) for design services and construction services to build a one-of-a-kind playground.

This proposal constitutes an estimate of the work our office will provide for your project and the associated fees. The fees described in this proposal assume that we are providing standard design services based on the original design by L&A. The fees outlined here will vary only if additional work is requested or required. Any modifications to this proposal will be handled through written change orders.

The construction phase will not change except by mutual agreement between L&A and the Client.

The following pages contain an outline of the scope of work, associated responsibilities and cost. This proposal is valid through 5/6/23.

PROJECT GOALS:

To design and construct a new unique custom designed playground. The design will be based on the original site which was approximately 9,000-10,000 Square feet. The main materials will be a variety of recycled plastic lumber. The estimated total budget is \$488,765.06. The new playground should be expected to last minimally 30 years with proper maintenance. The playground will be designed and constructed to the current ASTM F1487 and & CPSC Pub.325 safety standard and current ADA requirements. The design will be completed by L&A. The construction will be completed by L&A. with assistance from the client.

SCOPE OF WORK:**General:**

This proposal is based on L&A providing design/build services with assistance from the client.

Construction:

Ensure that the finished work complies with the current version of ASTM F1487 and CPSC Pub.325. L&A will provide the materials, labor, and tools necessary to perform the work unless otherwise specified under Client's responsibilities. The work will be performed under the supervision of a Certified Playground Safety Inspector. Upon completion, we will perform a final inspection assuring safety compliance.

Safety Surfacing:

Safety surfacing is not included in this. Type of sub-base is to be determined, and currently not included in this scope of work. Any required drainage would be outside our scope of work and if needed should be completed a minimum of two weeks prior to the construction start date.

Fence:

This proposal does not cover any fencing or perimeter.

Construction period:

- The completion date for the project is estimated for 2023 and will be evaluated and agreed upon by both parties.
- Construction is expected to take approximately 6-7 weeks.

L&A responsibilities:

- Develop a schematic design based on client feedback.
- Develop a final design based on client feedback.
- Develop a materials list and order the necessary materials for the project.
- Provide onsite construction labor and supervision to ensure everything is built in conformance with the drawings.
- Certify the final product meets ASTM F1487 standards, CPSC Pub.325 guidelines.
- Provide final site cleanup of construction materials.

Client's responsibilities:

- Select a liaison from the Client to help coordinate the design and construction process between the Client and L&A
- Obtain any necessary permits if applicable.
 - Typically permits are not required for public playgrounds. ASTM F147-11 standards are the design standards for the project.

- Provide 10 skilled carpenters to assist L&A crews for construction.
 - Five 40 hr. weeks totaling 200/hrs. each for a total of 2,000 hrs.
- Provide any demo of existing structures.
- Provide any necessary site work, such as grading or drainage.
 - Site may need to be graded to a maximum slope of 1.5%
- Provide any temporary fencing if required.
- Stakeout 4-6 reference points and post locations based on L&A's drawings.
- Provide all heavy equipment for the job.
- Accept delivery of some of the materials
- Provide housing accommodations for L&A employees during construction.
- Provide power and water to the construction site.
- Complete any site cleanup restoration like grass area outside of playground border.

L&A Fees:

The following is an outline of fees for Leathers & Associates' professional services:

DESIGN & CONSTRUCTION DOCUMENTS PHASE

| | |
|---|---------------------|
| Pre-construction All design work, Project Management/Construction Coordination, and construction documents | \$29,250 |
| Construction L&A Construction Consultants: Includes all labor and travel expenses & tools to complete the project | \$220,515.06 |
| Final inspection Inspected by L&A's CPSI for safety compliance | \$1,500 |
| Estimated materials Shipping cost may increase at the time of delivery | \$237,500 |
| <u>TOTAL PROJECT COST</u> | \$488,765.06 |

*If needed at any time prior to construction, any site visits will be billed at \$1,500 per trip.

Payment schedule

| Timing | Amount |
|---|--------------------|
| Upon acceptance of proposal | 5% = \$24,438.25 |
| Upon completion of pre-construction phase | 10% = \$48,876.51 |
| Ten weeks prior to construction start date | 50% = \$244,382.53 |
| Upon substantial completion of construction phase | 30% = \$146,629.52 |
| Upon final completion | 5% = \$24,438.25 |

BASIC SERVICES

The Basic Services consist of the phases described below.

DESIGN DEVELOPMENT/CONSTRUCTION DOCUMENTS PHASE

Pre-construction phase

L&A shall review the design criteria including a budget with the client to establish a schematic design and consult with the client on any design modifications. Based on the scope of work. L&A will prepare a materials list and order the necessary materials.

As part of this phase we will automatically make adjustment to the design to bring the project up to current ASTM F 1487, CPSC Pub. 325 standards and guidelines. We will also ensure compliance with ADA requirements. Individual details, traffic flow and budget constraints shall be considered.

Construction

L&A shall prepare the necessary working drawings and specifications setting forth the requirements for the construction of the entire project as needed by our construction consultants. The final drawings will conform to the current safety and accessibility guidelines (ASTM 1487, CPSC Pub. No. 325).

These documents typically consist of plan view drawings and are outlined below:

1/8" plan view, 1/4" plan view, 1/8" stakeout, and any other drawings L&A deems necessary. These drawings are not typical construction drawings and are prepared for our trained construction consultants. We will also provide a 3-D artist rendering of the final design.

If necessary, L&A shall assist the client in filing the required documents for the approval of governmental authorities having jurisdiction over the project. It is, however, the client's responsibility to identify any such requirements and authorities and to follow through with any required filings. Any additional work that may be needed is not included in this proposal.

PROJECT MANAGEMENT PHASE

The client will be assigned a project manager, who will serve as the community's main contact through the construction of the project. The project manager is available from 8 a.m. to 5 p.m. Eastern Time and can be reached by telephone and email.

CONSTRUCTION PHASE

Exact construction dates and completion to be determined. L&A will provide the materials, labor and to complete the job as outlined above. L&A will inspect the completed playground for compliance with the drawings and all relevant safety aspects.

INSURANCE

L&A will carry the following minimum insurance coverages:

- General liability policy \$1,000,000/occurrence, \$2,000,000 general aggregate
- Professional liability \$1,000,000
- Automobile liability \$1,000,000
- Worker compensation and employer's liability \$1,000,000 each accident
- L&A will name the City of Brookings as additional insured under the general liability policy upon receiving a signed contract

Leathers & Associates, Inc.

Marc Leathers

Title: President

Date _____

City of Brookings

Authorized Agent

Title: _____

Date _____

Report Criteria:

Report type: Summary

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|--|------------------|-----------|
| 03/23 | 03/02/2023 | 89668 | 5908 | Amazon Capital Services | 10-00-2005 | 41.00 |
| 03/23 | 03/02/2023 | 89669 | 5048 | Brookings Harbor Medical Center | 10-00-2005 | 300.00 |
| 03/23 | 03/02/2023 | 89670 | 313 | Brookings Vol Firefighters | 10-00-2005 | 2,250.00 |
| 03/23 | 03/02/2023 | 89671 | 715 | Budge McHugh Supply | 20-00-2005 | 2,969.72 |
| 03/23 | 03/02/2023 | 89672 | 6147 | Bullard Law | 10-00-2005 | 5,819.50 |
| 03/23 | 03/02/2023 | 89673 | 2364 | C & S Fire-Safe Services LLC | 33-00-2005 | 63.00 |
| 03/23 | 03/02/2023 | 89674 | 5567 | CAL/OR Insurance Agency | 30-00-2005 | 683.33 |
| 03/23 | 03/02/2023 | 89675 | 6031 | Cascade Home Center | 75-00-2005 | 2,980.88 |
| 03/23 | 03/02/2023 | 89676 | 6146 | CCD Business Development Corp | 52-00-2005 | 5,040.00 |
| 03/23 | 03/02/2023 | 89677 | 193 | Central Equipment Co, Inc | 10-00-2005 | 111.43 |
| 03/23 | 03/02/2023 | 89678 | 3015 | Charter Communications | 10-00-2005 | 149.98 |
| 03/23 | 03/02/2023 | 89679 | 5822 | Chaves Consulting Inc | 49-00-2005 | 370.20 |
| 03/23 | 03/02/2023 | 89680 | 5952 | Chetco Auto Marine & Industrial Supply | 10-00-2005 | 524.90 |
| 03/23 | 03/02/2023 | 89681 | 3834 | Clean Sweep Janitorial Service | 33-00-2005 | 1,815.00 |
| 03/23 | 03/02/2023 | 89682 | 5827 | Coastal Investments LLC | 10-00-2005 | 960.00 |
| 03/23 | 03/02/2023 | 89683 | 1745 | Coastal Paper & Supply, Inc | 25-00-2005 | 753.75 |
| 03/23 | 03/02/2023 | 89684 | 182 | Coos-Curry Electric | 10-00-2005 | 4,154.34 |
| 03/23 | 03/02/2023 | 89685 | 1 | Black Trumpet Bistro | 20-00-2005 | 300.00 |
| 03/23 | 03/02/2023 | 89686 | 1 | Kenna Graunke | 20-00-2005 | 10.66 |
| 03/23 | 03/02/2023 | 89687 | 1 | Shayne & Tiffany Inabnit | 20-00-2005 | 120.00 |
| 03/23 | 03/02/2023 | 89688 | 2640 | Dyer Partnership, The | 10-00-2005 | 19,572.14 |
| 03/23 | 03/02/2023 | 89689 | 5804 | Early Management Team Inc | 50-00-2005 | 2,000.00 |
| 03/23 | 03/02/2023 | 89690 | 5432 | First Community Credit Union | 25-00-2005 | 4,662.00 |
| 03/23 | 03/02/2023 | 89691 | 298 | Freeman Rock, Inc | 25-00-2005 | 452.60 |
| 03/23 | 03/02/2023 | 89692 | 6097 | GP Energy | 10-00-2005 | 2,770.90 |
| 03/23 | 03/02/2023 | 89693 | 198 | Grants Pass Water Lab | 20-00-2005 | 296.00 |
| 03/23 | 03/02/2023 | 89694 | 3978 | KLB Enterprises | 25-00-2005 | 1,003.16 |
| 03/23 | 03/02/2023 | 89695 | 6182 | Nathan Krause | 10-00-2005 | 1,500.00 |
| 03/23 | 03/02/2023 | 89696 | 4269 | Gary Milliman | 10-00-2005 | 325.00 |
| 03/23 | 03/02/2023 | 89697 | 4443 | Napa Auto Parts-Golder's | 15-00-2005 | 216.39 |
| 03/23 | 03/02/2023 | 89698 | 279 | One Call Concepts, Inc | 25-00-2005 | 126.92 |
| 03/23 | 03/02/2023 | 89699 | 798 | Dan Palicki | 61-00-2005 | 1,749.64 |
| 03/23 | 03/02/2023 | 89700 | 4 | Holly Miller | 10-00-2005 | 244.00 |
| 03/23 | 03/02/2023 | 89701 | 5101 | Pitney Bowes Reserve Acct | 10-00-2005 | 500.00 |
| 03/23 | 03/02/2023 | 89702 | 322 | Postmaster | 25-00-2005 | 1,075.00 |
| 03/23 | 03/02/2023 | 89703 | 5768 | Proficient Auto Center Inc | 20-00-2005 | 725.50 |
| 03/23 | 03/02/2023 | 89704 | 3 | Candice Michel | 10-00-2005 | 45.00 |
| 03/23 | 03/02/2023 | 89705 | 267 | SeaWestern Fire Fighting Equip | 10-00-2005 | 1,117.13 |
| 03/23 | 03/02/2023 | 89706 | 2863 | Verizon Wireless | 10-00-2005 | 700.11 |
| 03/23 | 03/09/2023 | 89707 | 4734 | Aramark Uniform Services | 10-00-2005 | 108.00 |
| 03/23 | 03/09/2023 | 89708 | 6072 | Salmon Run Golf Course | 10-00-2005 | 21,721.00 |
| 03/23 | 03/09/2023 | 89709 | 5048 | Brookings Harbor Medical Center | 10-00-2005 | 150.00 |
| 03/23 | 03/09/2023 | 89710 | 4532 | Brookings Harbor School District 17c | 62-00-2005 | 173.25 |
| 03/23 | 03/09/2023 | 89711 | 5070 | Canon Solutions America | 10-00-2005 | 93.72 |
| 03/23 | 03/09/2023 | 89712 | 5939 | Country Media Inc | 10-00-2005 | 232.43 |
| 03/23 | 03/09/2023 | 89713 | 5118 | Cruise Master Prisms Inc | 10-00-2005 | 605.30 |
| 03/23 | 03/09/2023 | 89714 | 5874 | Cumulus Global | 49-00-2005 | 72.00 |
| 03/23 | 03/09/2023 | 89715 | 317 | DCBS - Fiscal Services | 10-00-2005 | 1,315.92 |
| 03/23 | 03/09/2023 | 89716 | 185 | Del Cur Supply | 10-00-2005 | 331.12 |
| 03/23 | 03/09/2023 | 89717 | 1 | Jeff Barger | 20-00-2005 | 200.00 |
| 03/23 | 03/09/2023 | 89718 | 6092 | Earth Planter | 75-00-2005 | 4,859.00 |
| 03/23 | 03/09/2023 | 89719 | 153 | Ferrellgas | 25-00-2005 | 598.87 |
| 03/23 | 03/09/2023 | 89720 | 6030 | Hartwick Automotive LLC | 10-00-2005 | 1,361.92 |

M = Manual Check, V = Void Check

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
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| 03/23 | 03/09/2023 | 89721 | 4357 | Hemlock Street Properties LLC | 10-00-2005 | 1,860.00 |
| 03/23 | 03/09/2023 | 89722 | 4171 | In-Motion Graphics | 10-00-2005 | 1,386.75 |
| 03/23 | 03/09/2023 | 89723 | 4980 | iSecure | 10-00-2005 | 33.00 |
| 03/23 | 03/09/2023 | 89724 | 5858 | Jacobs Engineering Group Inc | 25-00-2005 | 123,266.75 |
| 03/23 | 03/09/2023 | 89725 | 5858 | Jacobs Engineering Group Inc | 25-00-2005 | 19,949.00 |
| 03/23 | 03/09/2023 | 89726 | 283 | Muffler & More | 10-00-2005 | 151.95 |
| 03/23 | 03/09/2023 | 89727 | 3159 | NorthCoast Health Screening | 25-00-2005 | 90.00 |
| 03/23 | 03/09/2023 | 89728 | 5703 | PacWest Machinery | 15-00-2005 | 2,181.34 |
| 03/23 | 03/09/2023 | 89729 | 4 | Natalie McDonald | 10-00-2005 | 219.00 |
| 03/23 | 03/09/2023 | 89730 | 4 | Mind Body Spirit | 32-00-2005 | 75.00 |
| 03/23 | 03/09/2023 | 89731 | 4 | Stephanie Schemenauer | 32-00-2005 | 75.00 |
| 03/23 | 03/09/2023 | 89732 | 322 | Postmaster | 10-00-2005 | 25.00 |
| 03/23 | 03/09/2023 | 89733 | 5768 | Proficient Auto Center Inc | 20-00-2005 | 511.00 |
| 03/23 | 03/09/2023 | 89734 | 6183 | Sterling Talent Inc | 32-00-2005 | 2,500.00 |
| 03/23 | 03/09/2023 | 89735 | 4542 | Umpqua Bank | 45-00-2005 | 9,774.31 |
| 03/23 | 03/09/2023 | 89736 | 861 | Village Express Mail Center | 25-00-2005 | 87.71 |
| 03/23 | 03/09/2023 | 89737 | 2122 | Cardmember Service | 61-00-2005 | 10,655.79 |
| 03/23 | 03/09/2023 | 89738 | 5619 | Whitney Equipment Company Inc | 53-00-2005 | 17,341.70 |
| 03/23 | 03/09/2023 | 89739 | 5992 | Ziply Fiber | 30-00-2005 | 380.91 |
| 03/23 | 03/16/2023 | 89740 | 5908 | Amazon Capital Services | 49-00-2005 | 499.78 |
| 03/23 | 03/16/2023 | 89741 | 5767 | Axon Enterprise Inc | 10-00-2005 | 5,652.00 |
| 03/23 | 03/16/2023 | 89742 | 4939 | Bi - Mart Corporation | 25-00-2005 | 225.75 |
| 03/23 | 03/16/2023 | 89743 | 5108 | Brad Kelly, PT | 10-00-2005 | 105.00 |
| 03/23 | 03/16/2023 | 89744 | 5048 | Brookings Harbor Medical Center | 10-00-2005 | 300.00 |
| 03/23 | 03/16/2023 | 89745 | 5070 | Canon Solutions America | 10-00-2005 | 70.32 |
| 03/23 | 03/16/2023 | 89746 | 6186 | Jerit Carpenter | 10-00-2005 | 43.00 |
| 03/23 | 03/16/2023 | 89747 | 4882 | Coastal Heating & Air | 10-00-2005 | 773.75 |
| 03/23 | 03/16/2023 | 89748 | 5874 | Cumulus Global | 49-00-2005 | 144.00 |
| 03/23 | 03/16/2023 | 89749 | 4746 | Curry County Treasurer | 10-00-2005 | 160.00 |
| 03/23 | 03/16/2023 | 89750 | 1 | Fournier/Koopmans | 20-00-2005 | 9.38 |
| 03/23 | 03/16/2023 | 89751 | 1 | Leo Rainwater | 20-00-2005 | 300.00 |
| 03/23 | 03/16/2023 | 89752 | 5951 | Executech Utah LLC | 49-00-2005 | 30.65 |
| 03/23 | 03/16/2023 | 89753 | 5004 | Galls LLC | 10-00-2005 | 31.41 |
| 03/23 | 03/16/2023 | 89754 | 6185 | Robert Gardner | 25-00-2005 | 600.00 |
| 03/23 | 03/16/2023 | 89755 | 1130 | H.D. Fowler | 20-00-2005 | 4,205.12 |
| 03/23 | 03/16/2023 | 89756 | 6030 | Hartwick Automotive LLC | 10-00-2005 | 68.19 |
| 03/23 | 03/16/2023 | 89757 | 6184 | HCI Industrial & Marine Coating Inc | 52-00-2005 | 623,920.54 |
| 03/23 | 03/16/2023 | 89758 | 4171 | In-Motion Graphics | 10-00-2005 | 105.00 |
| 03/23 | 03/16/2023 | 89759 | 6065 | Local Government Law Group PC | 10-00-2005 | 2,085.50 |
| 03/23 | 03/16/2023 | 89760 | 4981 | McLennan Excavation, Inc | 52-00-2005 | 228,905.88 |
| 03/23 | 03/16/2023 | 89761 | 4487 | Net Assets Corporation | 10-00-2005 | 135.00 |
| 03/23 | 03/16/2023 | 89762 | 3561 | Oil Can Henry's | 10-00-2005 | 112.00 |
| 03/23 | 03/16/2023 | 89763 | 5008 | Online Information Services | 10-00-2005 | 102.80 |
| 03/23 | 03/16/2023 | 89764 | 5155 | Oregon Department of Revenue | 10-00-2005 | 610.00 |
| 03/23 | 03/16/2023 | 89765 | 4 | Wanda Weaver | 10-00-2005 | 244.00 |
| 03/23 | 03/16/2023 | 89766 | 861 | Village Express Mail Center | 10-00-2005 | 41.14 |
| 03/23 | 03/16/2023 | 89767 | 169 | Waste Connections Inc | 25-00-2005 | 2,363.63 |
| 03/23 | 03/16/2023 | 89768 | 4220 | Woof's Dog Bakery | 61-00-2005 | 127.98 |
| 03/23 | 03/16/2023 | 89769 | 5992 | Ziply Fiber | 30-00-2005 | 361.25 |
| 03/23 | 03/23/2023 | 89770 | 5908 | Amazon Capital Services | 10-00-2005 | 42.59 |
| 03/23 | 03/23/2023 | 89771 | 6130 | Apex Fencing | 25-00-2005 | 668.00 |
| 03/23 | 03/23/2023 | 89772 | 6116 | Brookings Chrysler Dodge Jeep Ram | 20-00-2005 | 278.96 |
| 03/23 | 03/23/2023 | 89773 | 5048 | Brookings Harbor Medical Center | 10-00-2005 | 150.00 |
| 03/23 | 03/23/2023 | 89774 | 6147 | Bullard Law | 10-00-2005 | 7,912.00 |
| 03/23 | 03/23/2023 | 89775 | 5070 | Canon Solutions America | 10-00-2005 | 365.15 |
| 03/23 | 03/23/2023 | 89776 | 3015 | Charter Communications | 30-00-2005 | 599.98 |

M = Manual Check, V = Void Check

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|------------------------------------|------------------|-----------|
| 03/23 | 03/23/2023 | 89777 | 182 | Coos-Curry Electric | 10-00-2005 | 111.46 |
| 03/23 | 03/23/2023 | 89778 | 2640 | Dyer Partnership, The | 15-00-2005 | 24,525.93 |
| 03/23 | 03/23/2023 | 89779 | 3342 | Fastenal | 25-00-2005 | 577.04 |
| 03/23 | 03/23/2023 | 89780 | 6097 | GP Energy | 10-00-2005 | 3,087.40 |
| 03/23 | 03/23/2023 | 89781 | 1130 | H.D. Fowler | 20-00-2005 | 4,518.54 |
| 03/23 | 03/23/2023 | 89782 | 6165 | Stephanie Herzog | 25-00-2005 | 87.00 |
| 03/23 | 03/23/2023 | 89783 | 4171 | In-Motion Graphics | 10-00-2005 | 70.00 |
| 03/23 | 03/23/2023 | 89784 | 1920 | Pitney Bowes, Inc. | 10-00-2005 | 91.29 |
| 03/23 | 03/23/2023 | 89785 | 207 | Quill Corporation | 10-00-2005 | 463.85 |
| 03/23 | 03/23/2023 | 89786 | 380 | Stadelman Electric Inc | 20-00-2005 | 2,595.94 |
| 03/23 | 03/23/2023 | 89787 | 5992 | Ziply Fiber | 25-00-2005 | 959.57 |
| 03/23 | 03/30/2023 | 89788 | 5253 | Anchor Lock & Key | 10-00-2005 | 395.40 |
| 03/23 | 03/30/2023 | 89789 | 6031 | Cascade Home Center | 20-00-2005 | 1,438.39 |
| 03/23 | 03/30/2023 | 89790 | 3015 | Charter Communications | 10-00-2005 | 149.98 |
| 03/23 | 03/30/2023 | 89791 | 3834 | Clean Sweep Janitorial Service | 33-00-2005 | 1,695.00 |
| 03/23 | 03/30/2023 | 89792 | 182 | Coos-Curry Electric | 10-00-2005 | 4,855.69 |
| 03/23 | 03/30/2023 | 89793 | 1620 | Curry County Community Development | 10-00-2005 | 302.50 |
| 03/23 | 03/30/2023 | 89794 | 6167 | Paragon Property Management | 10-00-2005 | 2,000.00 |
| 03/23 | 03/30/2023 | 89795 | 4 | Roberta Guthormsen | 10-00-2005 | 244.00 |
| 03/23 | 03/30/2023 | 89796 | 4 | Robert Kerr | 10-00-2005 | 244.00 |
| 03/23 | 03/30/2023 | 89797 | 4 | Mackensy King | 10-00-2005 | 219.00 |
| 03/23 | 03/30/2023 | 89798 | 207 | Quill Corporation | 10-00-2005 | 218.74 |
| 03/23 | 03/30/2023 | 89799 | 3 | Les Kinsey | 20-00-2005 | 96.69 |
| 03/23 | 03/30/2023 | 89800 | 2863 | Verizon Wireless | 10-00-2005 | 713.83 |
| 03/23 | 03/30/2023 | 89801 | 861 | Village Express Mail Center | 20-00-2005 | 25.07 |

Grand Totals:

1,222,921.98

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary