

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, February 27, 2023, 7:00pm**

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

**EXECUTIVE SESSION** - The City Council will meet in Executive Session at **6:00 PM**, in the City Manager's office, under the authority of ORS 192.660(i) "to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing" and ORS 192.660(2)(f) "To consider information or records that are exempt by law from public inspection and 192.660(2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

### 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. Natures Coastal Holiday – Leslie Wilkinson

#### 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 February 13, 2023 [Pg. 1]
2. Accept Parks & Rec Commission meeting minutes for Nov. 17, 2022 [Pg. 4]
3. Accept Financials for February 2023 [Pg. 5]

#### G. Staff Reports/Hearings

1. Curry Transfer & Recycling Rate Increase [Pg. 11]
  - a. CTR letter dated January 24, 2023 [Pg. 12]
  - b. Exhibit A – rate scheduled, effective 4/1/2023 [Pg. 13]
  - c. BOLI Consumer Price Index (CPI) Chart [Pg. 14]
2. Adopt Coos Curry Electric Coop Franchise Ordinance [Pg. 15]
  - a. Draft Ordinance 23-O-805, Coos Curry Electric Coop Franchise [Pg. 16]
  - b. Current Ordinance 02-O-555, Coos Curry Electric Coop Franchise [Pg. 23]

#### H. Remarks from Mayor and Councilors

#### I. Adjournment

\*Public Comment forms and the agenda packet are available on-line at [www.brookings.or.us](http://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, February 13, 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, Public Works Director Tony Baron, Deputy Public Works Director Jay Trost and Planning Tech Lauri Ziemer

Media Present: 2

Others Present: 23

**Appointments/Announcements**

1. Appoint Dan Brattain to the Parks & Recreation Commission
2. Reappoint Mike Worthey to the Parks & Recreation Commission
3. Reappoint Clayton Malmberg to the Planning Commission

**Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to appoint Dan Brattain to the Parks & Recreation Commission; reappoint Mike Worthey to the Parks & Recreation Commission; and reappoint Clayton Malmberg to the Planning Commission.**

**Scheduled Public Appearances**

1. CourseCo – Lee Finkel, Kevin Niessner, Chris Clark provided 2022 Annual Report and update on Salmon Run Golf Course

**Oral Requests and Communications from the audience**

John McKinney, 42 Floral Drive, Brookings spoke as an interested party regarding Janell Howard

**Consent Calendar**

1. Approve Liquor License for new outlet – Railhouse Pub & Grill
2. Approve Liquor License for new ownership – Black Trumpet
3. Approve City Council meeting minutes for January 23, 2023
4. Approve Special City Council meeting minutes for January 30, 2023
5. Accept Planning Commission meeting minutes for November 1, 2022
6. Accept Planning Commission 2022 Year in Review

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

**Staff Reports/Hearings**

**1. Oregon Parks & Recreation Department Grant Acceptance**

*Staff report presented by Jay Trost*

**Councilor Schreiber moved, Councilor Morosky seconded, and Council voted unanimously to authorize the City Manager to sign the OPRD Grant Agreement for the Kidtown rehabilitation project..**

## **2. Bud Cross Tennis Court Resurfacing & Pickleball Court Installation**

*Staff report presented by Jay Trost*

**Councilor Hodges moved, Mayor Hedenskog seconded, and Council voted unanimously to authorize the City Manager to enter into a contract with Beynon Sports Surfaces for \$36,043.**

## **3. Brookings Airport Improvement Program Grant**

*Staff report presented by Janell Howard*

**Mayor Hedenskog moved, Councilor Hodges seconded, and Council voted unanimously to approve the contract with Century West for \$67,366.25 to execute phase 1 (design services) of the AIP.**

## **4. Marine Drive Reservoir Change Order**

*Staff report presented by Tony Baron*

**Councilor Schreiber moved, Councilor Morosky seconded, and Council voted unanimously to authorize City Manager to proceed with the HCI Change Order #3 in the amount of \$154,815 for the Marine Drive Reservoir Interior Painting Project.**

## **5. Mill Beach Road Sewer Main**

*Staff report presented by Tony Baron*

**Councilor Morosky moved, Councilor Schreiber seconded, and Council voted unanimously to authorize City Manager to proceed with the Dyer Partnership Task Order #99, Addendum No. 1 in order to continue preliminary work on the Mill Beach Road to Wastewater Treatment Plant Sewer Main project.**

## **6. Ransom Avenue Stormwater Improvements**

*Staff report presented by Tony Baron*

**Councilor Schreiber moved, Councilor Hodges seconded, and Council voted unanimously to authorize City Manager to proceed with the Dyer Partnership Task Order #105, for \$23,100, to develop plans for stormwater infrastructure upgrades on Ransom Avenue between Julie Drive and Chetco Avenue.**

## **7. Oregon Public Works Emergency Cooperative Assistance Agreement**

*Staff report presented by Tony Baron*

**Mayor Hedenskog moved, Councilor Morosky seconded, and Council voted unanimously to authorize City Manager to renew the City's Cooperative Assistance Agreement for Oregon Department of Transportation.**

## **8. Western Display Fireworks Agreement**

*Staff report presented by Janell Howard*

**Councilor Schreiber moved, Councilor Hodges seconded, and Council voted unanimously to authorize the City Manager to enter into an agreement with Western Display Fireworks for the July 4, 2023 fireworks in the amount of \$30,000.**

## **9. Letter of Support – Curry Health Network's Chemotherapy Treatment Project**

*Staff report presented by Mayor Hedenskog*

Councilor Hodges recused himself from the discussion and voting. **Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted 4-0 to authorize the Mayor to sign a support letter for Curry Health Network's Chemotherapy Treatment Project.**

#### **10. Discussion on CCEC Franchise**

*Staff report presented by Janell Howard*

Council discussed terms, agreed on 5%, plus street lights for ten years. **Councilor Schreiber moved, Councilor Hodges seconded, and with a vote of four to one, Mayor Hedenskog voting nay, Council voted for City Manager to prepare a draft ordinance with Coos Curry Electric Coop to include terms discussed.**

#### **Informational/Non-Action Items**

County Commissioner Brad Alcorn spoke on the ongoing drug problem and the need to work together on law enforcement training.

#### **Remarks from Mayor and Councilors**

Councilor Hodges read a letter in full from employees to City Council regarding reinstatement of Janell Howard as City Manager.

#### **Adjournment**

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 8:55 PM.

Respectfully submitted:

ATTESTED this 27<sup>th</sup> day of February, 2023:

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Ron Hedenskog, Mayor

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Janell K. Howard, City Recorder

MINUTES  
BROOKINGS PARKS AND RECREATION COMMISSION  
November 17, 2022

**CALL TO ORDER**

Vice Chair Zamora called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

**ROLL CALL** – Introduction of new Commissioner Steve Kerr

*Present:* Commissioners Jaime Armstrong, Steve Kerr, Mike Worthey, Zeus Zamora

*Absent:* Chair Trace Kather

*Also present:* Deputy PWDS Director Jay Trost

*Audience:* None

**APPROVAL OF MINUTES**

Motion made by Commissioner Armstrong to approve the minutes of September 22, 2022; motion seconded and Commission voted; the motion carried unanimously.

**PUBLIC APPEARANCES** – None

**COMMISSION BUSINESS** –

A. Liaisons – Jay Trost discussed liaisons with the local community organizations that use the parks. In the past have had liaisons with Azalea Park Foundation, Little League, Softball, Schools and Soccer. Liaisons typically attend the organizations meetings and provide a review/update/requests back to the Park & Rec Commission. Currently no liaison with the Garden Club, pickleballers, disc golfers. Suggested inviting group representatives to P & R meetings to also update Commission.

**REGULAR AGENDA** – None

**INFORMATION UPDATES/DISCUSSION ITEMS**

A. Kidtown & Parks Update – Kidtown parking lot project completed, additional work and time was needed to complete. The playground is in pre-design phase with Leathers. Plan to begin construction in September 2022. Hoping to have some public engagement in the building portion. Lower ballfield fence going up in December. Received bid on the tennis court resurfacing project within budget to resurface and paint in two pickle ball courts, one pickball court in middle court, and one dedicated tennis court.

B. Downtown Park Update – decking complete, working on purchase of picnic tables, benches and trash receptacles. Question raised if park was going to be reservable for events and it will be.


C. Chetco Point Update – the sculpture has been installed. Ribbon cutting ceremony to be planned.

**COMMISSIONER REPORTS/COMMENTS** - None

**ADJOURNMENT**

Next meeting scheduled for January 26, 2023. With no further business, meeting adjourned at 7:34 pm.

Respectfully submitted,



~~Zeus Zamora, Vice Chair~~

(Approved at February 16, 2023 meeting)

Steve Kerr chair

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,646,440.00	79,955.76	3,446,139.54	200,300.46	94.5
LICENSES AND PERMITS	296,500.00	22,727.51	258,552.96	37,947.04	87.2
INTERGOVERNMENTAL	293,500.00	39,606.80	131,227.58	162,272.42	44.7
CHARGES FOR SERVICES	994,500.00	11,709.13	305,078.39	689,421.61	30.7
OTHER REVENUE	125,500.00	1,950.70	135,820.16	( 10,320.16)	108.2
TRANSFERS IN	633,382.00	.00	.00	633,382.00	.0
	5,989,822.00	155,949.90	4,276,818.63	1,713,003.37	71.4
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	35,168.00	1,450.31	25,137.01	10,030.99	71.5
MATERIAL AND SERVICES	12,850.00	325.00	3,046.28	9,803.72	23.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	48,018.00	1,775.31	28,183.29	19,834.71	58.7
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	384,120.00	16,287.46	259,741.23	124,378.77	67.6
MATERIAL AND SERVICES	227,300.00	11,993.05	239,759.00	( 12,459.00)	105.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	611,420.00	28,280.51	499,500.23	111,919.77	81.7
POLICE:					
PERSONAL SERVICES	3,027,250.00	107,392.65	1,817,130.94	1,210,119.06	60.0
MATERIAL AND SERVICES	204,000.00	10,071.89	127,183.86	76,816.14	62.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	49,925.42	17,941.58	73.6
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,299,117.00	121,916.85	1,994,240.22	1,304,876.78	60.5
FIRE:					
PERSONAL SERVICES	235,238.00	7,919.76	143,365.79	91,872.21	60.9
MATERIAL AND SERVICES	105,500.00	2,969.14	55,760.94	49,739.06	52.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	.00	30,579.01	.99	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	371,318.00	10,888.90	229,705.74	141,612.26	61.9

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	242,675.00	7,274.43	120,986.34	121,688.66	49.9
MATERIAL AND SERVICES	92,900.00	2,412.65	22,122.34	70,777.66	23.8
CAPITAL OUTLAY	.00	.00	217.58	( 217.58)	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	335,575.00	9,687.08	143,326.26	192,248.74	42.7
PARKS & RECREATION:					
PERSONAL SERVICES	285,789.00	10,086.55	169,062.11	116,726.89	59.2
MATERIAL AND SERVICES	121,300.00	10,711.59	90,161.02	31,138.98	74.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	417,070.00	20,798.14	269,203.13	147,866.87	64.6
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	700,000.00	.00	.00	700,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	700,000.00	.00	.00	700,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	94,384.00	.00	62,810.88	31,573.12	66.6
MATERIAL AND SERVICES	56,200.00	277.26	39,996.74	16,203.26	71.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	150,584.00	277.26	102,807.62	47,776.38	68.3
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	168,600.00	6,912.81	69,361.44	99,238.56	41.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	285,000.00	.00	.00	285,000.00	.0
CONTINGENCIES AND RESERVES	623,120.00	.00	.00	623,120.00	.0
	1,076,720.00	6,912.81	69,361.44	1,007,358.56	6.4
	7,009,822.00	200,536.86	3,336,327.93	3,673,494.07	47.6
	( 1,020,000.00)	( 44,586.96)	940,490.70	( 1,960,490.70)	92.2



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	710,000.00	50,148.69	318,679.07	391,320.93	44.9
OTHER REVENUE	20,200.00	96.00	8,007.02	12,192.98	39.6
TRANSFER IN	.00	.00	.00	.00	.0
	<u>730,200.00</u>	<u>50,244.69</u>	<u>326,686.09</u>	<u>403,513.91</u>	<u>44.7</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	231,087.00	8,408.02	140,883.78	90,203.22	61.0
MATERIAL AND SERVICES	215,500.00	3,146.39	67,816.41	147,683.59	31.5
CAPITAL OUTLAY	250,000.00	.00	2,500.00	247,500.00	1.0
DEBT SERVICE	4,409.00	.00	.00	4,409.00	.0
TRANSFERS OUT	119,370.00	.00	.00	119,370.00	.0
CONTINGENCIES AND RESERVES	139,834.00	.00	.00	139,834.00	.0
	<u>960,200.00</u>	<u>11,554.41</u>	<u>211,200.19</u>	<u>748,999.81</u>	<u>22.0</u>
	<u>960,200.00</u>	<u>11,554.41</u>	<u>211,200.19</u>	<u>748,999.81</u>	<u>22.0</u>
	<u>( 230,000.00)</u>	<u>38,690.28</u>	<u>115,485.90</u>	<u>( 345,485.90)</u>	<u>50.2</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,885,000.00	561.00	1,121,152.11	763,847.89	59.5
OTHER INCOME	48,000.00	.00	29,976.30	18,023.70	62.5
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,933,000.00</u>	<u>561.00</u>	<u>1,151,128.41</u>	<u>781,871.59</u>	<u>59.6</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	404,558.00	14,060.17	248,403.46	156,154.54	61.4
MATERIAL AND SERVICES	197,800.00	17,710.04	118,741.00	79,059.00	60.0
CAPITAL OUTLAY	50,000.00	2,557.59	25,796.97	24,203.03	51.6
DEBT SERVICE	28,294.00	2,330.99	19,252.46	9,041.54	68.0
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>704,652.00</u>	<u>36,658.79</u>	<u>412,193.89</u>	<u>292,458.11</u>	<u>58.5</u>
WATER TREATMENT:					
PERSONAL SERVICES	28,833.00	1,159.13	18,136.52	10,696.48	62.9
MATERIAL AND SERVICES	545,780.00	42,008.62	328,953.52	216,826.48	60.3
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	728,196.00	.00	.00	728,196.00	.0
CONTINGENCIES AND RESERVES	143,154.00	.00	.00	143,154.00	.0
	<u>1,458,348.00</u>	<u>43,167.75</u>	<u>349,474.53</u>	<u>1,108,873.47</u>	<u>24.0</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,163,000.00</u>	<u>79,826.54</u>	<u>761,668.42</u>	<u>1,401,331.58</u>	<u>35.2</u>
	<u>( 230,000.00)</u>	<u>( 79,265.54)</u>	<u>389,459.99</u>	<u>( 619,459.99)</u>	<u>169.3</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,508,300.00	560.00	2,059,761.72	1,448,538.28	58.7
OTHER REVENUE	10,000.00	.00	18,845.70	( 8,845.70)	188.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,513,800.00</u>	<u>560.00</u>	<u>2,078,607.42</u>	<u>1,435,192.58</u>	<u>59.2</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	624,241.00	21,915.87	367,410.03	256,830.97	58.9
MATERIAL AND SERVICES	235,500.00	3,842.51	86,861.33	148,638.67	36.9
CAPITAL OUTLAY	15,000.00	.00	4,322.57	10,677.43	28.8
DEBT SERVICE	28,294.00	2,331.01	19,252.52	9,041.48	68.0
TRANSFERS OUT	212,522.00	.00	.00	212,522.00	.0
	<u>1,115,557.00</u>	<u>28,089.39</u>	<u>477,846.45</u>	<u>637,710.55</u>	<u>42.8</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	43,586.00	1,738.79	27,205.31	16,380.69	62.4
MATERIAL AND SERVICES	1,118,925.00	81,492.85	634,378.30	484,546.70	56.7
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	1,350,434.00	.00	.00	1,350,434.00	.0
CONTINGENCIES AND RESERVES	242,413.00	.00	.00	242,413.00	.0
	<u>2,772,743.00</u>	<u>83,231.64</u>	<u>663,968.10</u>	<u>2,108,774.90</u>	<u>24.0</u>
	<u>3,888,300.00</u>	<u>111,321.03</u>	<u>1,141,814.55</u>	<u>2,746,485.45</u>	<u>29.4</u>
	<u>( 374,500.00)</u>	<u>( 110,761.03)</u>	<u>936,792.87</u>	<u>( 1,311,292.87)</u>	<u>250.1</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING FEBRUARY 28, 2023

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	639,676.00	8,831.97	678,421.64	( 38,745.64)	106.1
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	14,266.09	( 12,266.09)	713.3
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>641,676.00</u>	<u>8,831.97</u>	<u>692,687.73</u>	<u>( 51,011.73)</u>	<u>108.0</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	186,000.00	.00	( 87,443.70)	273,443.70	( 47.0)
CAPITAL OUTLAY	1,355,676.00	4,960.00	800,345.56	555,330.44	59.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,541,676.00</u>	<u>4,960.00</u>	<u>712,901.86</u>	<u>828,774.14</u>	<u>46.2</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,541,676.00</u>	<u>4,960.00</u>	<u>712,901.86</u>	<u>828,774.14</u>	<u>46.2</u>
	<u>( 900,000.00)</u>	<u>3,871.97</u>	<u>( 20,214.13)</u>	<u>( 879,785.87)</u>	<u>( 2.3)</u>

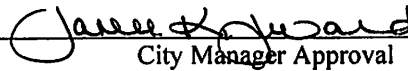
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 27, 2023

Originating Dept: Finance & Admin

\_\_\_\_\_  
Signature (submitted by)

\_\_\_\_\_  
  
City Manager Approval

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Subject:

Curry Transfer and Recycling Rate Increase

Recommended Motions:

Motion to approve a new rate schedule from Curry Transfer and Recycling (CTR) for refuse collection and recycling services per the attached letter and exhibit, effective April 1, 2023.

Financial Impact:

Approximately \$8,000 increase in franchise fee revenue from the rate increase.

Background/Discussion:

The ordinance establishing a franchise agreement with Curry Transfer and Recycling (CTR) provides that CTR may request a rate adjustment annually based upon the cost of living and related factors. CTR has requested a rate increase of 8.0% (percent) to be effective April 1, 2023. This will result in a \$2.41 per month increase in the fee for a basic 32-gallon cart service.

CTR has an exclusive franchise with the City to provide refuse collection, disposal and recycling collection. The term of the franchise is year-to-year; the ordinance provides a 10-year termination provision.

Attachment(s):

- a. CTR letter dated January 24, 2023
- b. Exhibit A - rate schedule, effective April 1, 2023
- c. BOLI Consumer Price Index (CPI) Chart



17498 Carpenterville Rd, PO Box 4008, Brookings, OR 97415

(p) 800-826-9801 (f) 541-469-1048  
currytransferrecycling.com

**January 24, 2023**

City of Brookings  
Attn: City Council  
898 Elk Drive  
Brookings, OR 97415

RE: **2023** Rate Adjustment Request

Dear City Council:

Customarily, each year we request a rate adjustment based on the prior year's US CPI average. The CPI for **2022** was **8.0%**. This will result in a **\$2.41** per month adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **April 1, 2023**.

We appreciate the opportunity to serve the City of Brookings.

Sincerely,

Luke Pyke  
Site Manager

Enclosures:

**2023** Exhibit A Rate Comparison  
**2022** CPI Adjustment- Department of Labor



## City of Brookings Rate Schedule

### Exhibit A

Effective April 1, 2023

			Previous Adjustment 2022	Rate Adjustment	New Rate 2023
Residential Cart Service					
20	gallon	per month	22.41	8.00% 1.79	24.20
32	gallon	per month	30.11	8.00% 2.41	32.52
48	gallon	per month	43.10	8.00% 3.45	46.55
64	gallon	per month	56.07	8.00% 4.49	60.56
96	gallon	per month	82.01	8.00% 6.56	88.57
Commercial Cart Service					
32	gallon	per month	29.55	8.00% 2.36	31.91
48	gallon	per month	44.32	8.00% 3.55	47.87
64	gallon	per month	59.09	8.00% 4.73	63.82
96	gallon	per month	88.63	8.00% 7.09	95.72
Commercial/Container Rental Service					
Per Loose Yard Trash Service			31.88	8.00% 2.55	34.43
Per Loose Yard Brush Service			16.00	8.00% 1.28	17.00
Per Loose Yard Metal Service			16.00	8.00% 1.28	17.00
Auto Lock Charge			4.59	8.00% 0.37	4.96
Dumpster Rental			18.53	8.00% 1.48	20.00
Extra bag- on route			6.55	8.00% 0.52	7.07
Medical Waste- 1 Gallon Sharps			28.24	8.00% 2.26	30.50
Medical Waste Tub collection per gallon			3.80	8.00% 0.30	4.10
Roll- Off Daily Rent Charge			2.67	8.00% 0.21	2.88
Special Handling Charge			1.48	8.00% 0.12	1.60
Special Trip/ Off Route Trip/Delivery Charge			22.34	8.00% 1.79	24.13
Start; Stop; Resume; Seasonal Stop			7.90	8.00% 0.63	8.50
Recycling					
Residential recycle only (no solid waste service)			23.22	8.00% 1.86	25.08
Commercial Cardboard- routed			up to 25% of commercial yard rate		
Commercial Commingle			up to 50% of commercial yard rate		
Heavy Roofing or Demolition			1.5 times yard rate		
Extra Heavy Demolition or Mechanically			2.75 times yard rate		

<b>Year</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Avg</b>
<b>2010</b>	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
<b>2011</b>	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
<b>2012</b>	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
<b>2013</b>	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
<b>2014</b>	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
<b>2015</b>	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
<b>2016</b>	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
<b>2017</b>	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
<b>2018</b>	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
<b>2019</b>	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
<b>2020</b>	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
<b>2021</b>	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
<b>2022</b>	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0

Source: US Bureau of Labor Statistics



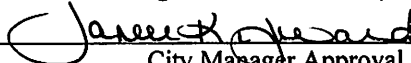
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 27, 2023

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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### Subject:

Adopt Coos Curry Electric Cooperative Franchise Ordinance

### Recommended Motion:

Adopt Ordinance 23-O-805, an Ordinance Granting a 10-year franchise to Coos-Curry Electric Cooperative, Inc., for the Operation Ordinance 02-O-555 with Coos-Curry Electric Cooperative, 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.

### Background/Discussion:

The City Council reviewed a draft Ordinance considering a 20-year franchise with Coos Curry Electric Cooperative (CCEC) at their December 12, 2022 meeting with no decision, and on January 9, 2023, the Council extended the current Ordinance to March 31, 2023.

On February 13, 2023, the City Council directed staff to bring back an ordinance for the CCEC Franchise, for adoption at the February 27, 2023 council meeting. The Council voted to include in the ordinance:

- Franchise fee of 5.0%
- Requirement for CCEC to cover operating and maintenance costs of street lights
- 10-year term

In 2013, when we adopted a franchise ordinance for Frontier, we used the LOC model franchise as our starting point. It includes more specifics regarding facilities, repairs, maintenance, requirements related to using Right-of-Ways and Public Works permits. Again, when we adopted a new ordinance with Beacon Broadband in 2022, it was very similar to the Frontier ordinance. Unfortunately, previous drafts that have been presented for this ordinance, started from the 2002 CCEC Franchise Ordinance which was outdated. CCEC is familiar with this language since Beacon approved their new franchise ordinance only one year ago.

### Attachment(s):

- a. Draft 23-O-805, Ordinance Coos-Curry Electric Cooperative Franchise
- b. Current 02-O-555, Ordinance Coos Curry Electric Cooperative Franchise

**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.

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

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 of 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 5.00% of the Grantee's gross operating revenues, earned within the City ("Franchise Fee"), 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. 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, replacement of bulbs and electric energy for operation of same. 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: \_\_\_\_\_ Passage: \_\_\_\_\_  
Second Reading: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Signed by me in authentication of its passage this 27<sup>th</sup> day of February, 2023

ATTEST:

\_\_\_\_\_  
Mayor Ron Hedenskog

\_\_\_\_\_  
City Recorder Janell K Howard



**IN AND FOR THE CITY OF BROOKINGS  
STATE OF OREGON**

In the matter of an Ordinance granting a 20-year	)	
franchise to Coos-Curry Electric Cooperative,	)	
Inc., for the operation of an electric power	)	
transmission distribution system within the City	)	
of Brookings; prescribing the terms, conditions	)	<b>ORDINANCE No. 02-O-555</b>
and manner of the acceptance of such franchise;	)	
repealing ordinance no. 82-O-368.	)	

Sections:

- |             |   |
|-------------|---|
| Section 1.  | Repeal of Ordinance No. 82-O-368.                                   |
| Section 2.  | Grant of 20-year franchise to Coos-Curry Electric Cooperative, Inc. |
| Section 3.  | Terms and conditions of franchise.                                  |
| Section 4.  | Cooperative to furnish street lights without charge.                |
| Section 5.  | Location of equipment.  |
| Section 6.  | Repairs to be responsibility of Cooperative.                        |
| Section 7.  | City to be held harmless.   |
| Section 8.  | Cooperative to abide by ordinances and Oregon State Statutes.       |
| Section 9.  | City to retain all rights and remedies.                             |
| Section 10. | Franchise to be exclusive.  |
| Section 11. | Acceptance of franchise.  |
| Section 12. | Terms of renegotiation of franchise.                                |

The City of Brookings ordains as follows:

Section 1. Repeal of Ordinance No. 82-O-368. Ordinance No. 82-O-368 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 "Cooperative"), under said Ordinance No. 82-O-368 shall be settled between said parties as of the date that the Cooperative 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 Cooperative's governing board.

Section 2. Grant of 20-year franchise to Coos-Curry Electric Cooperative, Inc. There is hereby granted unto the Cooperative, a cooperative corporation organized under the laws of the state of Oregon, upon the terms and conditions hereinafter set forth, the 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 for a period of 20 years from the date of the enactment of this ordinance.

Section 3. Terms and conditions of franchise. During the period of this franchise the City shall not levy upon or exact from the Cooperative any license fee, franchise or privilege tax, or other charges, the consideration stated hereinbelow being in lieu of all such taxes, license fees or charges.

Section 4. Cooperative to furnish street lights without charge. In consideration of the granting of said franchise, the Cooperative shall furnish the City, without charge, 266 street lights with wattage not to exceed 200 watts, including installation, maintenance, replacement of bulbs, and electric energy for operation of same. It is understood that more than this number of street lights may now be in operation within the City; and the remaining lights and all additional lights installed hereafter in excess of 266 shall be upon the customary contractual basis; provided however, that the said 266 lights are furnished based on a theoretical population of the City of 5,680 persons, then and at that time, the Cooperative shall furnish one additional light as the City may designate for each increase of 21 persons over said theoretical population of 5,680 persons.

Section 5. Location of equipment. The Cooperative shall advise the City Engineer and City Manager of the City of the proposed location of any new, substitute or replacement poles, conduits, wires, cables or other equipment not less than five days prior to commencement of work thereon or installation or relocation pertinent thereto; and further, the city engineer or city manager may require reasonable changes in proposed locations for the purpose of protecting public health, safety, welfare and traffic.

Section 6. Repairs to be responsibility of Cooperative. All openings or breaks in public street, thoroughfares, alleys or the like shall be made and repaired promptly at the sole expense of the Cooperative and shall be lighted and barricaded for the protection of the public.

Section 7. City to be held harmless. The Cooperative shall, and by its acceptance hereof does, expressly assure all risk of operation of its system within the City therefrom, including, but not limited to, all damages which may be awarded against it in favor of any person or persons, firm or corporation resulting from any act or thing done or omitted to be done by the Cooperative by virtue of the authority herein granted or said corporation's business operations.

Section 8. Cooperative to abide by ordinances and Oregon State Statutes. The Cooperative, its employees or agents shall abide by the ordinances of the City herewith now in existence or hereinabove enacted as equally and to the same extent as any private citizen or public concern, excepting only for the rights and privileges granted said Cooperative hereunder; and further, the Cooperative shall not violate any applicable provisions of the Oregon Antitrust Law codified in ORS 646.705 to 646.836 nor shall the granting of this franchise be in any way construed as in violation thereof; and further, the Cooperative shall not infringe, violate or engage in any activity prohibited by the Oregon Unlawful Trade Practices Act as defined in ORS 646.605 to 646.652, this franchise being subject to the sanctions contained within such statutory provisions including, but not limited to, ORS 646.646.

This franchise is subject to said above-stated terms and statutory provisions; and further, should any part hereof contravene such terms or provisions, then any provision herein contained contrary thereto shall be deemed null and void.

Section 9. City to retain all rights and remedies. Except for the franchise right granted herein, the City shall retain all of its rights and remedies under ORS 221.420 to 221.470. The City shall retain its general municipal police powers and the exercise of such over the erection, installation, replacement and maintenance of poles, wires and similar apparatus of the Cooperative

in streets, alleys and public ways; and further, such police power shall extend to the designation of on what parts of streets there may be erected poles, lines, conduits or other apparatus, or in proper cases, to require relocation thereof, and compel all generally accepted improvements which tend to decrease the obstruction of the streets or increase the safety or convenience of the public in their use; and further, said power shall extend, although not limited to, the regulation of the use, location, height, and size of utility poles as part of the City's general planning and zoning process and power.

Section 10. Franchise to be exclusive. No franchise shall be granted unto any other person, firm or corporation to engage in a similar business within the City of Brookings during the term of this franchise, except upon payment of comparable consideration to the City of Brookings in money or services, unless otherwise permitted under the provisions hereof or mandated by any state or federal law, rule or regulation.

Section 11. Acceptance of franchise. The grant of franchise herein made shall be void and of no effect unless the Cooperative shall of itself accept and agree in writing to the terms and conditions of this ordinance, which acceptance shall be filed with the city recorder prior to 45 days after the passage of this ordinance.

Section 12. Terms of renegotiation of franchise. Either the City or the Cooperative, as the case may be, may submit a written request to the other for the purposes of renegotiating any or all portions of the franchise hereinunder granted.

First Reading: November 25, 2002

Second Reading: November 25, 2002

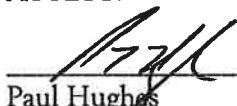
Passage: November 25, 2002

Effective Date: December 25, 2002

Signed by me in authentication of its passage this 25<sup>th</sup> day of November 2002.

  
Bob Hagbom  
MAYOR

ATTEST:

  
Paul Hughes  
City Finance Director/Recorder