

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, March 11, 2024, 7:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. 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)

E. Consent Calendar

1. Approve Council minutes for February 26, 2024 [Pg. 1]
2. Accept Planning Commission minutes for February 6, 2024 [Pg. 2]
3. Approve Liquor Licenses for Wicked Pig [Pg. 5]
4. Accept Reappointment of Sage Bruce to the Planning Commission [Pg. 24]
5. Approve Memorandum of Understanding by and between Curry County and City of Brookings [Pg. 26]

F. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Curry Transfer and Recycling Rate Increase [Pg. 31]
 - a. CTR letter dated February 19, 2024 [Pg. 32]
 - b. Exhibit A – rate schedule, effective April 1, 2024 [Pg. 33]
 - c. BOLI Consumer Price Index (CPI) Chart [Pg. 34]
2. South Coast Community Aquatics (SCCA) Pool Management Agreement [Pg.35]
 - a. Draft SCCA Management Agreement [Pg. 36]

G. Informational Non-Action Items

1. February 2024 Vouchers [Pg. 47]

H. Remarks from Mayor, Councilors and City Manager

I. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. 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 541-469-1102 if you have any questions regarding this notice. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel:

<https://www.youtube.com/@cityofbrookingsoregon8039>, or search 'City of Brookings Oregon YouTube' in your

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, February 26, 2024

Call to Order

Mayor Isaac Hodges called the meeting to order at 7:01 PM

Roll Call

Council Present: Mayor Isaac Hodges, Councilors Clayton Malmberg, Phoebe Pereda, and Kristi Fulton; a quorum present

Staff present: Police Chief/Interim City Manager Kelby McCrae, and Deputy City Recorder Brooklyn Osterhage

Media Present: 1

Others Present: Approximately 10 audience members

Scheduled Public Appearances

1. Leslie Wilkinson, Natures Coastal Holiday provided an update on the Festival of Lights.

Oral Requests and Communications from the Audience

1. Amanda Whittemore, 1033 Chetco Avenue - spoke on the Wild Rivers Film Festival.

Consent Calendar

1. Approve Council minutes for February 12, 2024
2. Receive monthly financial report for January 2024
3. Accept Planning Commission 2023 Year in Review

Councilor Malmberg moved, Councilor Pereda seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. Contribution to VFW Post 966

Staff Report presented by Kelby McCrae and update on VFW Post 966 was provided by Jerry Law.

Council discussed holding off on providing additional funding at this time.

Remarks from Mayor and Councilors

Councilor Fulton is looking forward to finding the right fit for the next City Manager; thanked first responders and those in the timber and fishing fields.

Mayor Hodges appreciated his recent ride-along opportunity with the Police Department and thanked community volunteers for all they do.

Adjournment

Mayor Isaac Hodges adjourned the meeting at 7:39 PM.

Respectfully submitted:

ATTESTED:
this 11th day of March, 2024:

Isaac Hodges, Mayor

Brooklyn Osterhage, Deputy City Recorder

BROOKINGS PLANNING COMMISSION MINUTES

February 6, 2024

CALL TO ORDER

The regular meeting of the Brookings Planning Commission was called to order by Chair Skip Watwood at 7:01 pm in the Council Chambers at Brookings City Hall followed by the Pledge of Allegiance.

ROLL CALL – Commission advised of resignation of Clayton Malmberg & Skip Hunter

Commissioners Present: Anthony Bond by phone, Sage Bruce, Cody Coons, Chair Skip Watwood, Gerald Wulkowicz

Staff Present: PWDS Director Tony Baron, PWDS Deputy Director Lauri Ziemer, PWDS Administrative Assistant Michelle Robidoux

Others Present: 8 audience members

PLANNING COMMISSION CHAIR PERSON ANNOUNCEMENTS

- 3.1 Review of 2023 Planning Commission Annual Report
Anthony Baron presented the annual report.

PUBLIC HEARINGS

- 4.1 In the matter of File No. MC-1-24/CUP-4-22, a request for approval of a Minor Change of a Conditional Use Permit changing permit for 1228 Hub Street into new property owner's name.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:05 pm. PWDS Deputy Director Lauri Ziemer reviewed the staff report.

Applicant's representative, Ron Reel, was present and available for questions. No one spoke in opposition or requested additional time to submit materials. The public hearing was closed at 7:13 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Wulkowicz to approve File No. MC-1-24/CUP-4-22 a request for a Minor Change of the Conditional Use Permit changing the permit for 1228 Hub Street into the new property owner's names, Hunter & Shelby Hensler based on the findings and conclusions stated in the staff report and subject to the conditions of approval; motion seconded. By a 5-0 vote the motion carried.**

Motion made by Commissioner Wulkowicz to approve the Final Order regarding file MC-1-24/CUP-4-22, based on the findings and conclusions stated in the staff report and subject to the conditions of approval; motion seconded. By a 5-0 vote the motion carried.

- 4.2 In the matter of File No. MC-2-24/CUP-5-23, a request for approval of a Minor Change of a Conditional Use Permit changing permit for 312 Railroad Street into new property owner's name.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:15 pm. PWDS Director Tony Baron reviewed the staff report.

Applicant, Marc Heller, was present by phone and available for questions. No one spoke in opposition or requested additional time to submit materials. The public hearing was closed at 7:21 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Bruce to approve File No. MC-2-24/CUP-5-23 a request for a Minor Change of the Conditional Use Permit changing the permit for 312 Railroad Street into the new property owner's names, Marc & Hazel Heller, Heller Family, LLC based on the findings and conclusions stated in the staff report and subject to the conditions of approval; motion seconded. By a 5-0 vote the motion carried.**

Motion made by Commissioner Bruce to approve the Final Order regarding File MC-2-24/CUP-5-23, based on the findings and conclusions stated in the staff report and subject to the conditions of approval; motion seconded. By a 5-0 vote the motion carried.

4.3 In the matter of File No. CUP-1-24, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 1007 Ruth Lane; Assessors Map & Tax Lot No. 4113-06BA-03108.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:25 pm. PWDS Deputy Director Lauri Ziemer reviewed the staff report.

The applicant, Carl Clyde, was present by phone to answer any questions.

Elizabeth Christine, 825 Highland Avenue, Brookings, spoke in opposition.

No participant requested additional time to submit materials. Public hearing was closed at 7:35 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Wulkowicz to approve File No. CUP-1-24 a request for a Conditional Use Permit to operate a short term rental at 1007 Ruth Lane based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

Motion made by Commissioner Wulkowicz to approve the Final Order regarding file CUP-1-24, based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.

4.4 In the matter of File No. CUP-2-24, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 914 Marina Heights; Assessors Map & Tax Lot No. 4013-32CD-01500.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:41 pm. PWDS Director Tony Baron reviewed the staff report.

The applicant, Cheryl Kelmar, was present by phone to answer any questions.

Pete Chasar, 935 Marina Heights, Brookings, provided written public comment in opposition, which was read to the applicant, voicing concern over the width of Marina Heights Road. Applicant expressed concern over the width of the road way hindering approval of the CUP.

Tony Baron Advised that street width is not a criterion when considering approval for a CUP for a short term rental. Applicant requested continuance to the next Planning Commission meeting.

Motion made by Commissioner Wulkowicz that the Planning Commission continue discussion of the application CUP-2-24 to the next Planning Commission hearing in March; motion seconded and with no further discussion by a 5-0 vote the motion carried.

MINUTES FOR APPROVAL

5. Minutes of regular Planning Commission meeting November 7, 2023.

Motion made by Commissioner Coons to approve the Planning Commission minutes of November 7, 2023; motion seconded and with no further discussion by a 5-0 vote the motion carried.

UNSCHEDULED PUBLIC APPEARANCES - None


REPORT FROM THE PLANNING STAFF – Lauri Ziemer reported two new Planning Commissioners are to be appointed at next City Council Meeting to fill the two vacant seats.

COMMISSION FINAL COMMENTS – None

ADJOURNMENT

Chair Watwood adjourned the meeting at 8:15 pm.

Respectfully submitted,



Skip Watwood, Brookings Planning Commissioner Chair
Approved at March 5, 2024 meeting

CITY OF BROOKINGS POLICE DEPARTMENT

Kelby McCrae, Chief of Police



To: Brookings City Council
From: Lieutenant Donny Dotson
Date: 03/05/2024
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Eian Savas**, with the attached **New Outlet** liquor license applications. The business "**Wicked Pig**" is to be located at 625 Chetco Avenue Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson
Brookings Police Department



LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

RECEIVED

MAR 04 2024

CITY OF BROOKINGS

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Wicked Pig

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Eian Savas

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Wicked Pig

Premises street address (The physical location of the business and where the liquor license will be posted):

625 Chetco Avenue

City:

Brookings

Zip Code:

97415

County:

Curry

Business phone number:

432-349-7507

Business email:

eiansavas@yahoo.com

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

856 old county road

City:

Brookings

State:

OR

Zip Code:

97415

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION — Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Eian Savas

Phone number:

Email:

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

• Each applicant listed in the “Application Information” section of this form has read and understands OLCC 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Eian Savas

2-10-2024

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

PRINT FORM

RESET FORM

1. Name (Print):	Savas Last	Eian First	Andrew Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED] (mm)	[REDACTED] (dd)	[REDACTED] (yyyy)
6. Driver License or State ID #: [REDACTED]			7. State or
8. Contact Phone: [REDACTED]			
9. E-mail Address: [REDACTED]			
10. Mailing Address:	[REDACTED] (Number and Street)	[REDACTED] (City)	[REDACTED] (State) [REDACTED] (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? [REDACTED] (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☐ Yes ☒ Please list applications below Unsure ☐ Please include an explanation:

Submitted a Full on Premise license at the same time as this one.

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):

Savas

Last

Eian

First

Andrew

Middle

Signature:

Date:

02-10-24

This box for OLCC use ONLY

Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



FLOOR PLAN FORM

Your floor plan must be submitted on this form

Eian Savas Wicked Pig LLC

Wicked Pig

Applicant Name

Trade Name (dba)

to
Kitchen
↑

Back Bar / Alcohol Storage

Food / Dinner Counter / Bar 14 seats

X X X X X X X X X X

High Top 6 seats

X X X X X X

X
X
X

Vestibule

X X

4

X X

4

X X

4

X X

4

2

X X

X X

X X

X X

X X

sidewalk

X X X X

Patio

X X X X

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Wicked Pig LLC

Phone: 432-349-7507

Trade Name (dba): Wicked Pig

Business Location Address: 625 Chetco Avenue

City: Brookings

ZIP Code: 97415

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 4p to 12a
Monday 4p to 12a
Tuesday closed to closed
Wednesday closed to closed
Thursday 4p to 12a
Friday 4p to 1a
Saturday 4p to 1a

Outdoor Area Hours:

Sunday 4p to 12a
Monday 4p to 12a
Tuesday closed to closed
Wednesday closed to closed
Thursday 4p to 12a
Friday 4p to 1a
Saturday 4p to 1a

The outdoor area is used for:

☒ Food service Hours: 4p to 1a
☒ Alcohol service Hours: 4p to 1a
☒ Enclosed, how Railing all around, One Entrance
The exterior area is adequately viewed and/or supervised by Service Permittees.

____ (Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: Longer Days in summer with lunch potential

ENTERTAINMENT

Check ALL that apply:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing <input type="checkbox"/> Nude Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Live Entertainment | <input type="checkbox"/> Pool Tables |
| <input type="checkbox"/> Minor Entertainers | <input type="checkbox"/> Other: _____ |

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday tbd to tbd
Monday tbd to tbd
Tuesday tbd to tbd
Wednesday tbd to tbd
Thursday tbd to tbd
Friday tbd to tbd
Saturday tbd to tbd

SEATING COUNT

Restaurant: 32 Outdoor: 12 Lounge: _____

Banquet: _____ Other (explain): _____ Total Seating: 44

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: _____

Date: 2-10-24

www.oregon.gov/olcc



**FULL ON-PREMISES, COMMERCIAL (F-COM)
FULL ON-PREMISES, FOR-PROFIT PRIVATE CLUB (F-FPC)
FOOD SERVICE AFFIRMATION**

Applicant / Licensee Eian Savas

Trade Name of the Business (Name Customers Will See)

Wicked Pig

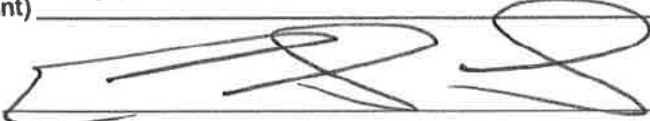
Business Address 625 Chetco Ave
(Number, Street Address, City, and Zip Code)

I affirm that I have read OAR 845-006-0459, OAR 845-006-0460, and OAR 845-006-0466 and

I affirm:

- I understand that "meal" means a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Food items that are appetizers, snacks, and desserts do not qualify as a meal. Examples include, but are not limited to, popcorn, peanuts, chips, a serving of food that is not sufficient to satisfy the appetite of one individual, and food items offered by the licensee as other than a meal.
- I understand that "dining seats" means seating at tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340 do not qualify as dining seating.
- I will have at least 30 dining seats during a time period which must last at least two hours prior to 10:00 p.m.
- I will make at least five different meals available at all times and in all areas where alcohol service is available. However, I may make fewer than five different meals available if the OLCC has determined that the clearly dominant emphasis in the areas with alcoholic beverage service is food service.
- I will always have a food preparation area and equipment on my licensed premises that are adequate to meet the food service requirements of this license.
- I am authorized to sign this form on behalf of the applicant or licensee.

Name (print) Eian Savas Date 02-10-2024

Signature  2-10-24

**LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE**LLC Name Wicked Pig LLCTrade Name of Business (Name Customers Will See) Wicked PigThe LLC named in this document is a (see page 1 for definitions): ☒ Manager-Managed LLC ☐ Member-Managed LLC**This section is ONLY for a manager-managed LLC.** (Directions on page 1. You may include information on a separate sheet.)

Name of Managing Member (please print)	Name of Managing Member (please print)
Eian Savas	

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

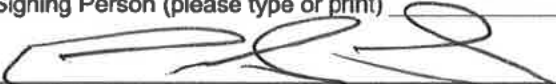
Name of Member (please print)	Percentage of issued membership held

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President	
Secretary	
Treasurer	
Vice president with responsibility over the operation of the business	

SERVER EDUCATION DESIGNEE (Directions on page 1)

Name (please print)	Date of Birth
Eian Savas	02-10-2024

SIGNATURE (Directions on page 1)NAME of Signing Person (please type or print) Eian Savas
SIGNATURE of signing person (may electronically sign)DATE 02-10-2024**This box for OLCC use ONLY**

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☒ Commercial
- ☐ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received:

Optional: Date Stamp Received Below

RECEIVED

MAR 04 2024

CITY OF BROOKINGS

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Wicked Pig

Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Eian Savas

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Wicked Pig

Premises street address (The physical location of the business and where the liquor license will be posted):

625 Chetco Avenue

City:

Brookings

Zip Code:

97415

County:

Curry

Business phone number:

4323497507

Business email:

eiansavas@yahoo.com

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

856 old county road

City:

Brookings

State:

OR

Zip Code:

97415

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Eian Savas

Phone number:

[REDACTED]

Email:

[REDACTED]

LIQUOR LICENSE APPLICATION

Wicked Pig

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

• Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Eian Savas



2-10-24

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant name

Signature

Date

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the Authorized Representative Form. You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.



OREGON LIQUOR & CANNABIS COMMISSION INDIVIDUAL HISTORY FORM

[PRINT FORM](#)[RESET FORM](#)

1. Name (Print):	Savas	Eian	
	Last	First	Middle
2. Other names used (maiden, other):			
3. Do you have a Social Security Number (SSN) issued by the United States Social Security Administration? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, you must list your SSN: [REDACTED]			
SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below. Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your <u>voluntary consent</u> to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).			
4. Do you consent to the OLCC's use of my SSN as described above? Check this box: <input checked="" type="checkbox"/>			
5. Date of Birth (DOB):	[REDACTED]	[REDACTED]	[REDACTED]
	(mm)	(dd)	(yyyy)
6. Driver License or State ID #:	[REDACTED]	7. State OR	
8. Contact Phone:	[REDACTED]		
9. E-mail Address:	[REDACTED]		
10. Mailing Address:	[REDACTED]	[REDACTED]	[REDACTED]
	(Number and Street)	(City)	(State) (Zip Code)
11. In the past 10 years, have you been convicted of a felony or a misdemeanor in a U.S. state outside of Oregon? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> (If yes, explain in the space provided, below) Unsure <input type="checkbox"/> Choose this option and provide an explanation if, for example: you were arrested or went to court, but are unsure of whether there was a conviction; you paid a fine or served probation or parole, but are unsure of whether there was a conviction; or if you know you had a conviction, but you are unsure of whether the conviction has been removed from your record, etc.			



OREGON LIQUOR & CANNABIS COMMISSION
INDIVIDUAL HISTORY FORM

12. Do you, or any entity that you are a part of, currently hold or have you previously held a recreational marijuana license in Oregon? (Note: marijuana worker permits are not marijuana licenses.)

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:

13. Do you, or any entity that you are a part of, hold an alcohol license in a U.S. state outside of Oregon?

No ☒ Yes ☐ Please list licenses (and year(s) licensed) below Unsure ☐ Please include an explanation:


14. Do you or any entity that you are a part of, have any other liquor license applications pending with the OLCC?

No ☒ Yes ☐ Please list applications below Unsure ☐ Please include an explanation:

You must sign your own form (electronic signature acceptable). Another individual, such as your attorney or an individual with power of attorney, **may not** sign your form.

Affirmation

Even if I receive assistance in completing this form, I affirm by my signature below, that my answers on this form are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to my criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name (Print):	Savas	Last	Eian	First		Middle
Signature:						Date: 02-10-24

This box for OLCC use ONLY

_____ Does the individual currently hold, or has the individual previously held, an OLCC- issued liquor license?



OREGON LIQUOR & CANNABIS COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Eian Savas Wicked Pig LLC Phone: 4323497507

Trade Name (dba): Wicked Pig LLC

Business Location Address: 625 Chetco Avenue

City: Brookings ZIP Code: 97415

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 4p to 12a
Monday 4p to 12a
Tuesday closed to closed
Wednesday closed to closed
Thursday 4p to 12a
Friday 5p to 1a
Saturday 5p to 1a

Outdoor Area Hours:

Sunday 4p to 12a
Monday 4p to 12a
Tuesday closed to closed
Wednesday closed to closed
Thursday 4p to 12a
Friday 5p to 1a
Saturday 5p to 1a

The outdoor area is used for:

☒ Food service Hours: 4p to 1a
☒ Alcohol service Hours: 4p to 1a
☒ Enclosed, how Railing all around one entrance
The exterior area is adequately viewed and/or supervised by Service Permittees.

Seasonal Variations: ☒ Yes ☐ No If yes, explain: Longer days in summer with lunch potential (Investigator's Initials)

ENTERTAINMENT

Check ALL that apply:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing <input type="checkbox"/> Nude Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Live Entertainment | <input type="checkbox"/> Pool Tables |
| <input type="checkbox"/> Minor Entertainers | <input type="checkbox"/> Other: _____ |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday tbd to tbd
Monday tbd to tbd
Tuesday tbd to tbd
Wednesday tbd to tbd
Thursday tbd to tbd
Friday tbd to tbd
Saturday tbd to tbd

*Minor Entertainers in an area prohibited to minors need prior approval from the OLCC

SEATING COUNT

Restaurant: 32 Outdoor: 12 Lounge: _____
Banquet: _____ Other (explain): _____ Total Seating: 44

OLCC USE ONLY

Investigator Verified Seating: _____(Y) _____(N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 2-10-24

www.oregon.gov/olcc



FLOOR PLAN FORM

Your floor plan must be submitted on this form

Eian Savas Wicked Pig LLC

Wicked Pig

Applicant Name

Trade Name (dba)

Back Bar / Alcohol Storage

Food/Dinner Counter / Bar

14 seats

X X X X X X X X X X

High Top 6 seats

X X X X X X

Vestibule

X
4

X X
4

X X
4

X X
4

2
X X

sidewalk

X X X X
X X X X
Patio

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____



**FULL ON-PREMISES, COMMERCIAL (F-COM)
FULL ON-PREMISES, FOR-PROFIT PRIVATE CLUB (F-FPC)
FOOD SERVICE AFFIRMATION**

Applicant / Licensee Eian Savas

Trade Name of the Business (Name Customers Will See)

Wicked Pig

Business Address 625 Chetco Ave

(Number, Street Address, City, and Zip Code)

I affirm that I have read OAR 845-006-0459, OAR 845-006-0460, and OAR 845-006-0466 and

I affirm:

- I understand that "meal" means a food item, or combination of food items, prepared or cooked on the licensed premises that the Commission determines is a main course and is a serving of food sufficient to satisfy the appetite of one individual. Food items that are appetizers, snacks, and desserts do not qualify as a meal. Examples include, but are not limited to, popcorn, peanuts, chips, a serving of food that is not sufficient to satisfy the appetite of one individual, and food items offered by the licensee as other than a meal.
- I understand that "dining seats" means seating at tables or food counters as defined in OAR 845-006-0340(2)(j) located in areas of the licensed premises regularly open to the public where the Commission determines that each table top or seating area provides a minimum space that will accommodate a place setting consisting of a plate or dish, glassware, napkin and utensils for each seat. Seats at counters in entertainment areas and at bars as defined in OAR 845-006-0340 do not qualify as dining seating.
- I will have at least 30 dining seats during a time period which must last at least two hours prior to 10:00 p.m.
- I will make at least five different meals available at all times and in all areas where alcohol service is available. However, I may make fewer than five different meals available if the OLCC has determined that the clearly dominant emphasis in the areas with alcoholic beverage service is food service.
- I will always have a food preparation area and equipment on my licensed premises that are adequate to meet the food service requirements of this license.
- I am authorized to sign this form on behalf of the applicant or licensee.

Name (print) Eian Savas

Date 02-10-2024

Signature

**LIMITED LIABILITY COMPANY (LLC) QUESTIONNAIRE**LLC Name Wicked Pig LLCTrade Name of Business (Name Customers Will See) Wicked PigThe LLC named in this document is a (see page 1 for definitions): ☒ Manager-Managed LLC ☐ Member-Managed LLC**This section is ONLY for a manager-managed LLC.** (Directions on page 1. You may include information on a separate sheet.)

Name of Managing Member (please print)	Name of Managing Member (please print)
Eian Savas	

This section is for BOTH a manager-managed LLC and a member-managed LLC. (Directions on page 1. You may include information on a separate sheet.)

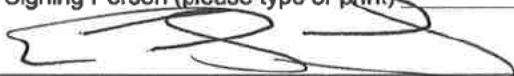
Name of Member (please print)	Percentage of issued membership held
Eian Savas	100

This section is ONLY for an LLC with the listed officers. (Directions on page 1. You may include information on a separate sheet.)

Title	Name (please print)
President	
Secretary	
Treasurer	
Vice president with responsibility over the operation of the business	

SERVER EDUCATION DESIGNEE (Directions on page 1)

Name (please print)	Date of Birth
Eian Savas	04/28/1977

SIGNATURE (Directions on page 1)NAME of Signing Person (please type or print) Eian SavasDATE 02-10-2024

SIGNATURE of signing person (may electronically sign)

This box for OLCC use ONLY

Does the entity hold, or has it ever held, an OLCC-issued liquor license? _____



City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: 541-469-2163 Fax: 541-469-3650

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: Sage Bruce
Physical Address: [REDACTED]
Mailing Address: Same
Email Address: [REDACTED] Phone: [REDACTED]

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

1. Commission/Committee applying for:
- | | <u>Composition (i)</u> | <u>Term (ii)</u> |
|--|------------------------|------------------|
| <input checked="" type="checkbox"/> Planning Commission | 5 Electors, 2 UGB | 4 years |
| <input type="checkbox"/> Budget Committee | 5 Electors | 3 years |
| <input type="checkbox"/> Parks and Recreation Commission | 4 Residents, 1 UGB | 2 years |
| <input type="checkbox"/> Other (please specify): _____ | | |
2. City residents: How long have you lived in the City of Brookings? 21 years _____ months
Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☒ Yes ☐ No
Urban Growth Boundary residents - How long have you lived in the
3. UGB? _____ years _____ months
4. What is your current occupation? Contractor / Builder

NOTES:

- (i) Membership requirements:
- Residents must reside inside City limits; resident/UGB status determined by physical address.
 - Electors are registered voters of the City of Brookings (verified by County Elections Office).
 - UGB members must reside within the UGB (for assistance determining UGB status contact 541-469-1103).
- (ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.
- (iii) Other restrictions:
- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.

PART III Background Information: (Attach additional pages if needed)

1. List your related experience and/or background to the position you are applying for:

Was a member on planning commission last year. Learned a lot and want to keep helping out. Also been a contractor for over 20 yrs with experience in the field.

2. List any unrelated work history, educational background, and volunteer experience you may have:

Graduated from BHHS. Attend MHCC for 2 years. Then Got My General Contractor license.

Volunteering projects / food drive for food Bank, Put up & taken down Azalea Christmas lights, Built structures at school district.

3. Briefly describe your interest in this position and what you hope to accomplish:

Make sure proper zoning is met and followed to code standards.

PART IV Volunteer Agreement: Please read and check off the following before signing:

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (Planning Commission applicants, see ** below)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Sage Bruce
Applicant (print name)

Applicant's Signature

3/5/2024
Date

**Planning Commissioners holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view OGE filing details at <https://www.oregon.gov/ogec/public-records/Pages/SEIS.aspx>. Official forms are provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 8 am to 4:30 pm, Monday – Thursday.

Commission and Committee contact information:

- Planning Commission: 541-469-1103 - mrobidoux@brookings.or.us
- Budget Committee: 541-469-1123 - lehlars@brookings.or.us
- Parks and Recreation Commission: 541-469-1103 - mrobidoux@brookings.or.us

**MEMORANDUM OF UNDERSTANDING ("MOU")
BY AND BETWEEN CURRY COUNTY AND CITY OF BROOKINGS**

This Memorandum of Understanding ("MOU") is entered into on the ____ day of February, 2024 ("Effective Date") by and between Curry County, a political subdivision of the State of Oregon, hereinafter referred to as "County," and the City of Brookings, a political subdivision of the State of Oregon, within the County of Curry, hereinafter referred to as "City."

RECITALS

WHEREAS, both the City and the County have communication towers that are vital to the health, safety and welfare of the citizens and visitors of Curry County; and

WHEREAS, it is mutually agreed that the parties will provide space on their respective communications towers to be used specifically for emergency services; and

WHEREAS, the County contracts for communication tower site management services by and through Day Wireless Systems; and

WHEREAS, Day Wireless Systems is responsible for assessing fees and collecting charges associated with the use of County communications towers; and

WHEREAS, at the recommendation of Day Wireless Systems, the County has adopted a fee schedule for users of towers owned by the County, however, has excepted from that fee schedule those entities who simultaneously use County towers and allow the use of their towers by the County ("reciprocal arrangement"); and

WHEREAS, the City and County agree to provide communications towers space reciprocally to each other at no cost, and must enter into a Memorandum of Understanding reflecting that arrangement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION AND PURPOSE

The above recitals are incorporated herein by reference. The purpose of this document is to set forth in writing the understanding of the parties regarding shared space within certain communication towers and associated equipment.

7. BREACH AND TERMINATION

Should a breach of the duties assigned to either party under this Memorandum occur, there shall be issued a written notice of breach to the offending party at the address specified within the signature page of this document. The receiving entity shall have thirty (30) days, beginning at the date of receipt of notice, to cure the breach. Either party may terminate this Memorandum upon the failure to resolve the material errors resulting from the breach upon ten (10) days' written notice. Otherwise, this Memorandum may be terminated by the mutual written consent of both parties with 365 days' notice.

8. COMPLIANCE

Each party agrees to comply with all applicable local, State and Federal laws, rules, and regulations pertaining to the activities performed under this Memorandum. Additionally, both the County and ~~Port~~ ^{KMCity} shall comply with reasonable requests for information or coordination received in connection to this Memorandum.

9. MANDATORY ARBITRATION

Any controversy or claim arising out of or relating to this Memorandum, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. WAIVER

No failure by any party to insist upon the strict performance of any covenant, duty, Memorandum or condition of this Memorandum or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, Memorandum or condition.

11. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Oregon.

11. NO THIRD-PARTY BENEFICIARIES

This Memorandum shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

12. ENTIRE MEMORANDUM AND MODIFICATION

This Memorandum sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, Memorandums, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Memorandum other than those set forth herein. No

2. TOWERS

2.1 County Towers

The County operates the following communications towers, hereinafter referred to as “County Tower(s)”:

RS11 – Cape Blanco

RS20 – Grizzly Mountain

RS21 – Agness

RS23 – Sundown Passive Reflector

RS30 – Bosley Butte

RS31 – Black Mound

2.2 City Towers

The City operates the following communications towers, hereinafter referred to as “City Tower(s)”:

TRN1267557 – Elk Drive

2.3 Use of Towers

All new uses of County or City Towers by the parties to this Agreement shall be subject to prior review and approval by the affected party. This shall include all facets of onboarding, installation procedures, and best practices.

3. RESPONSIBILITIES

3.1 County Responsibilities

The County is responsible for:

- (a) Performing regular, routine inspections of County Towers.
- (b) Performing regular repair and maintenance of any County-owned equipment located at any City Tower.
- (c) Bearing the cost of labor, subcontractors, and any incidental costs associated with County equipment located at any City tower.
- (d) Maintaining liability insurance on County Towers and on County equipment located at any City tower. A certificate of liability insurance will be provided to City upon request.

3.2 City Responsibilities

The City is responsible for:

- (a) Performing regular, routine inspections of City Towers.
- (b) Performing regular repair and maintenance of any City equipment on a County Tower.
- (c) Bearing the cost of labor, subcontractors, and any incidental costs associated with City equipment located at any County Tower.
- (d) Maintaining liability insurance on City-owned ownership and equipment on the County towers. A certificate of liability insurance will be provided to County upon request.

4. RECIPROCAL MEMORANDUM

In consideration of the performance of responsibilities set forth in *Section 3*, the County and City agree to provide space on their respective Towers reciprocally to each other free of charge. Tower space used by either party shall be used specifically for the facilitation of emergency services and communications.

5. INDEMNIFICATION

In consideration of each party performing their respective duties as set forth by this Memorandum, each party shall defend, indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or related to the negligence, wrongful acts, or omissions in connection with the performance of any services under this contract; and the parties understand and agree that the owner of the tower(s) assumes no responsibility or liability for any damage, injury, or loss resulting from or arising under this Memorandum at any time, should unintentional damage occur that was not caused by the parties.

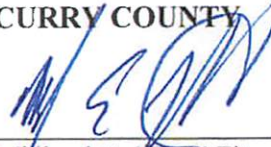
6. TERM

This Memorandum shall commence on the Effective Date and shall continue in full force and effect until the Memorandum is terminated by either party in accordance with *Section 8* ^{KM} of this Memorandum.

alteration, amendment, change or addition to this document shall be binding upon any party unless in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the Effective Date.

CURRY COUNTY



Michael E. "Ted" Fitzgerald
Director of County Operations
County Legal Counsel
94235 Moore Street, Suite 123
Gold Beach, OR 97444
BOC_Office@co.curry.or.us

CITY OF BROOKINGS

Kelby McCrae
Interim City Manager
Police Chief
898 Elk Drive
Brookings, OR 97415

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 11, 2024

Originating Dept: Administration



Signature (submitted by)


City Manager Approval

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, 2024

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 3.08% (percent) to be effective April 1, 2024. This will result in a \$1.00 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 February 19, 2024
- b. Exhibit A - rate schedule, effective April 1, 2024
- 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

February 19, 2024

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

RE: **2024** 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 **2023** was **4.1%**, we are requesting 75% of the CPI which will result in an increase of 3.08%. The increase will be **\$1.00** 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, 2024**.

We appreciate the opportunity to serve the City of Brookings.

Sincerely,

Luke Pyke
Site Manager

Enclosures:

2024 Exhibit A Rate Comparison
2023 CPI Adjustment- Department of Labor



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Contact Northeast

Consumer Price Index US City Average (1982-84 = 100)

Consumer Price Index for all Urban Consumers (CPI-U), Not Seasonally Adjusted
U.S. City Average All Items 1982-1984=100 (R)=Revised

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1995	150.3	150.9	151.4	151.9	152.2	152.5	152.5	152.9	153.2	153.7	153.6	153.5	152.4
1996	154.4	154.9	155.7	156.3	156.6	156.7	157.0	157.3	157.8	158.3	158.6	158.6	156.9
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3	160.5
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0	172.2
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	240.007
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	245.120
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	258.811
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	270.970
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	292.655
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	304.702
2024	308.417												
Percent Change from 12 months ago													
1996	2.7%	2.7%	2.8%	2.9%	2.9%	2.8%	3.0%	2.9%	3.0%	3.0%	3.3%	3.3%	3.0%
1997	3.0	3.0	2.8	2.5	2.2	2.3	2.2	2.2	2.2	2.1	1.8	1.7	2.3
1998	1.6	1.4	1.4	1.4	1.7	1.7	1.7	1.6	1.5	1.5	1.5	1.6	1.6
1999	1.7	1.6	1.7	2.3	2.1	2.0	2.1	2.3	2.6	2.6	2.6	2.7	2.2
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4

Source: US Bureau of Labor Statistics

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	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
2011	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
2012	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
2013	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
2014	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
2015	-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
2016	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
2017	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
2018	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
2019	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
2020	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
2021	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
2022	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
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1
2024	3.1												

Source: US Bureau of Labor Statistics

Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted
U.S. City Average All Items 1982-1984=100 (R)=Revised

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1995	147.8	148.3	148.7	149.3	149.6	149.9	149.9	150.2	150.6	151.0	150.9	150.9	149.8
1996	151.7	152.2	152.9	153.6	154.0	154.1	154.3	154.5	155.1	155.5	155.9	155.9	154.1
1997	156.3	156.8	157.0	157.2	157.2	157.4	157.5	157.8	158.3	158.5	158.5	158.2	157.6
1998	158.4	158.5	158.7	159.1	159.5	159.7	159.8	160.0	160.2	160.6	160.7	160.7	159.7
1999	161.0	161.1	161.4	162.7	162.8	162.8	163.3	163.8	164.7	165.0	165.1	165.1	163.2
2000	165.6	166.5	167.9	168.0	168.2	169.2	169.4	169.3	170.4	170.6	170.9	170.7	168.9
2001	171.7	172.4	172.6	173.5	174.4	174.6	173.8	173.8	174.8	174.0	173.7	172.9	173.5
2002	173.2	173.7	174.7	175.8	175.8	175.9	176.1	176.6	177.0	177.3	177.4	177.0	175.9
2003	177.7	179.2	180.3	179.8	179.4	179.6	179.6	180.3	181.0	180.7	180.2	179.9	179.8
2004	180.9	181.9	182.9	183.5	184.7	185.3	184.9	185.0	185.4	186.5	186.8	186.0	184.5
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	202.767
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	211.053
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	209.630
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	221.575
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	226.229
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.771
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.810
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	234.076
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	239.051
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	245.146
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	249.222
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	252.248
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	265.510


Source: US Bureau of Labor Statistics

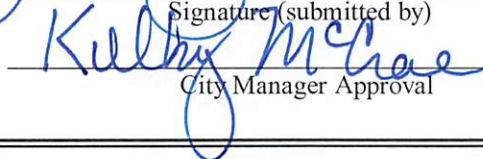
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 11, 2024

Originating Dept: PWDS


Signature (submitted by)


City Manager Approval

Subject:

South Coast Community Aquatics (SCCA) Pool Management Agreement

Recommended Motion:

Motion to authorize the Interim City Manager to enter into a management agreement with South Coast Community Aquatics to operate the Brookings Municipal Pool

Financial Impact:

\$80,000

Background/Discussion:

In spring 2023, the City entered into an MOU with South Coast Community Aquatics (SCCA) to operate the Municipal Pool to gain a full understanding of pool operations to potentially operate the pool in the future. This would ultimately benefit the City and the community by providing a management structure that would require fewer City resources and potentially lengthen the pool season under SCCA management.

A Council Workshop was held on October 16, 2023, wherein SCCA provided a review of their 2023 season of operation and expressed a desire to pursue full pool management for the 2024 season. Council's consensus was to move forward with an SCCA pool management agreement for the 2024 season.

Staff has met with the SCCA Board of Directors to draft a Management Agreement to operate the municipal pool. The City agrees to pay SCCA a base subsidy fee of \$80,000 for the 2024 season with the ability to request additional funding if the costs exceed that amount due to uncontrollable circumstances for which the City will consider in good faith.

Attachment:

- a. Draft SCCA Management Agreement

MANAGEMENT AGREEMENT

WHEREAS the City of Brookings (the City) is a municipal corporation, and the owner of a swimming pool, parking lot, and bath house, as well as equipment associated with the operation, management, and maintenance of such facilities, at Brookings Municipal Pool at Bud Cross Park, Brookings, Oregon (the Pool Facility); and

WHEREAS the South Coast Community Aquatics (the Manager) is a non-profit organization, chartered under the laws of the State of Oregon, and dedicated to the promotion of swimming as a means of healthful recreation and enjoyment; and

WHEREAS in this agreement the City and the Manager are periodically referred to collectively as the “parties” and singularly as a “party”; and

WHEREAS the Manager is not intending, nor interested in, profiting from the operation and management of the Pool Facility; and

WHEREAS the Manager is comprised of community volunteers with a mission statement *“To provide a year-round community pool that meets the diverse aquatic needs of Brookings and the surrounding communities”*; and

WHEREAS the City desires to have safe and efficient operation, management, and maintenance of the Pool Facility; and

WHEREAS the Manager has expertise in the operation, management, and maintenance of swimming pools and other associated facilities, and of the Pool Facility in particular; and

WHEREAS the City and Manager have entered into a previous one-year Memorandum of Understanding (MOU) for the management of the Pool Facility, ending March 1, 2024; and

WHEREAS the City and Manager wish to revoke and supersede the above mentioned MOU with this Agreement;

NOW, THEREFORE, it is agreed:

1. Term. The initial term of this agreement shall be deemed to have commenced on March 1, 2024, and shall continue until February 28, 2025. This agreement may be automatically renewed as provided for in paragraph 15 herein.

2. Subsidy. The City agrees to subsidize the Manager with funding to offset the historical revenue shortfall in operating the Pool Facility for the summer season, defined as June 1 – September 2, 2024. The City acknowledges that the Pool Facility has never operated without a budget deficit.

The Manager has prepared a proforma budget (see Exhibit C) for the 2024 season with a range of the estimated revenue shortfall of \$65-\$76,000 based on the financial information provided by the City and adjusting for estimated increased 2024 expenses. Based on this estimate, along with the City’s representation that there may be some cost accounting allocation adjustments in the City’s historical financial data impacting the actual operational deficit, the subsidy amount, and payments thereof shall be as follows:

- (a) The City agrees to pay the Manager a base subsidy fee of \$80,000 for its services outlined herein for the operation, management, and maintenance of the Pool Facility during the 2024 summer season:
 - i. An initial payment of \$10,000 to be paid April 1, 2024; \$20,000 to be paid on May 1, 2024; followed by \$15,000 on the first of each month in June-July 2024; and \$20,000 to be paid on August 1, 2024.
 - ii. The Manager may return to the City to request additional funding if the costs are exceeding the amounts in Section 2(a) & i due to uncontrollable circumstances, which the City will consider in good faith.
 - iii. Once the final 2024 summer season accounting has been closed out, and if there are excess funds paid to the Manager that exceed the actual operational deficit, the Manager will return the excess funds to the City, or at the City's sole discretion, allow the Manager to keep those amounts to apply to the next pool season.
- (b) The City shall provide ordinary and necessary maintenance and repair of the Pool Facility, subject to the obligations of the Manager provided for in paragraph "3 (I)" herein.
- (c) The City shall provide the Manager with training and written operating instructions/checklist for the Manager to follow to properly operate the Pool Facility equipment.
- (d) The Manager shall receive all fees for public use of the facility and apply them against the operational expenses.

3. Manager's Duties. The Manager agrees to operate, manage, and maintain the Pool Facility as a public outdoor recreation facility in a safe and efficient manner, subject to the following terms and conditions:

- (a) All signage, literature, and advertising shall identify the Pool Facility as publicly owned and operated as an outdoor recreation facility open to the public.
- (b) The Manager shall be solely responsible for the payment of operating expenses and supplies associated with its duties under the terms of this Agreement, except as set forth herein.
- (c) The Manager may charge fees for public use, provided that such fees shall be kept competitive with other similar facilities in the surrounding area.
- (d) The Manager shall provide to the City a financial statement of income and expenditures related to the operation of the Pool Facility, and bank reconciliations and bank statements at the end of each month, at the end term of this Agreement, and at the end of each succeeding term renewed under Section 15 of this Agreement.
- (e) The Manager shall operate the Pool Facility in strict compliance with the most current version of any and all rules governing public swimming pools, as promulgated by the State of Oregon Health Authority Public Health Division (Division), the Centers for Disease Control and Prevention (CDC) Model Aquatic Health Code (MAHC) and the American Red Cross. The Manager shall be fully and solely responsible for any breach thereof. Furthermore, the Manager will operate the Pool Facility as outlined in the instructions checklist provided in Section 2(c).

- (f) The Manager shall have supervisory personnel and modern lifesaving and rescue equipment available at all times. All supervisory personnel shall be trained in modern lifesaving techniques and in the use of all available lifesaving and rescue equipment. The Manager shall have at least one certified operator certified by an organization recognized by the Division.
- (g) The Manager shall have a senior lifeguard on duty during all periods of public swimming. Lifeguard and instructors must hold current certifications recognized by the Division. A "senior lifeguard" is one who has previous year lifeguard experience and has been identified as a "shift lead guard".
- (h) The Manager shall keep emergency telephone numbers posted in a conspicuous location next to all telephones.
- (i) The Manager shall maintain, inspect, and restock on a regular basis, a portable first aid kit, which shall be clearly labeled as to the contents.
- (j) The Manager shall promptly report to the City any and all incidents which could potentially give rise to the City's liability for injury to persons or property at the Pool Facility.
- (k) The Manager will not knowingly allow or knowingly permit any unlawful, improper, or offensive activity upon or about the Pool Facility, or any activity which will create or tend to create a nuisance.
- (l) The Manager shall correct and repair any damage to the Pool Facility, including all fixtures and equipment, which is caused by the negligence of the Manager, its agents or employees. The Manager agrees that the Pool Facility shall be in the same or as good order and condition at the time of the termination of this Agreement as at the time this Agreement is executed, normal wear and tear or unavoidable damage excepted.
- (m) The Manager shall inspect and maintain the Automatic External Defibrillator AED to ensure it is in good working order.
- (n) The Manager will take all reasonable and necessary steps to conserve, in an efficient manner, the expenses incurred for utilities used in the operation of the Pool Facilities. This includes preventative maintenance such as filter basket cleaning, deck cleaning, and cover cleaning.
- (o) The Manager will adopt sound fiscal management best practices such as those in the attached Exhibit A as a minimum. Additional controls should be implemented as necessary.
- (p) Manager is responsible for daily chemical testing as required in the most current Division publication.
- (q) City will not charge Manager for water use, but Manager will report to City, large, unusual quantities of water used within 24 hours of notice.
- (r) Manager does not intend to have any direct employees. All labor needs at the Pool Facility will be employed through 3rd party contract services who will be responsible for all employment taxes, workman's compensation, and Human Resources functions.

4. City's Rights. The following rights are specifically reserved by the City:

- (a) The City reserves the right to periodically review the Managers' performance to ensure that standards of operation, management, and maintenance are being met, and to terminate the agreement for failure to comply with any of those standards.
- (b) The City, its agents and representatives, reserves the right to enter the Pool Facility at any reasonable time, for purposes of examination and inspection thereof.
- (c) The City shall be allowed access to and use of the pump equipment room, parking lot and landscaped areas of the Pool Facility for purposes of park maintenance.
- (d) The City shall reserve a voting position on the SCCA Board to be filled by an elected or appointed City of Brookings official. This official will actively participate in all areas of the Manager's obligations hereunder with a focus on the financial analysis of the pool facility revenues/expenses. This official will represent the City's interests especially in the event additional subsidy funds are requested by the Manager as outlined in section 2(a)ii herein.
- (e) The City encourages the Manager's participation in the City Parks and Recreation Commission.
- (f) The City shall provide the Manager with the primary and secondary City staff emergency contacts as well as expected response times.

5. Employment Status.

- (a) The Manager, its board, officers, shareholders, employees' agents, and representatives are independent contractors under the terms of this Agreement, and are not officers, employees, or agents of the City as those terms are used in ORS 30.265.
- (b) Should any person be employed by the Manager to execute any duty or responsibility under the terms of this Agreement, the Manager shall be fully responsible for any and all legal obligations to such employee, including, but not limited to, the payment of wages, worker's compensation insurance and any retirement plan provided as a benefit to its employees, as well as payment of withholding on state and federal income taxes and other such obligations.

6. Insurance. The Manager shall be the primary insurance holder with **minimum** insurance limits of \$2 million/\$3 million aggregate.

7. Indemnification. The Manager shall hold harmless the City, its officers, agents, and employees, from all claims, suits, and actions of whatsoever nature, including intentional acts, resulting from or arising out of the negligent activities of the Manager, its board, officers, shareholders, employees, agents, or representatives under this Agreement.

8. Assignment and Delegation. No right or interest in or duty under this Agreement may be assigned or delegated by the Manager without the express written consent of the City. Any attempt to do so without first having obtained such consent shall automatically terminate this Agreement, and any monies paid to the Manager under this Agreement shall be immediately refunded to the City on a pro rata basis.

9. Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect or for any reason, the validity and enforceability of such provision in any other respect and of the remaining provision of this Agreement shall not be in any way impaired.

10. Modification. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever, except by mutual agreement of the parties in writing. Any such modification, supplementation or amendment, if made, shall be effective only in the specific instance and for the specific purpose given, and shall be valid and binding only if signed by the parties to this Agreement.

11. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

12. Merger. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

13. Attorney's Fees. In any suit or action brought to enforce the terms of this Agreement, or for breach thereof, the prevailing party shall be entitled to reasonable attorney's fee in addition to any cost as allowed by law.

14. Compliance with Applicable Law. The Manager agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, including the state statutes contained in Exhibit D. Without in any manner limiting the foregoing, the Manager specifically agrees to comply with those provisions of ORS 297.312, 279.314, 279.316, and 279.320 which are applicable to this agreement. The Manager agrees to comply with all federal and state civil rights and rehabilitation statutes, rules, and regulations.

15. Renewal and Termination. This Agreement shall automatically renew for a one-year period under the same terms and conditions set forth herein, unless, within 60 days of the date of the expiration of the agreement, one or both of the parties provides written notice to the other of such party's intention to terminate the Agreement upon the expiration of the current one-year period of the Agreement. The parties agree that unless notice of termination of the Agreement is provided as set forth herein, this Agreement shall renew on a yearly basis, with the maximum life of this Agreement being 10 years. Any such renewal shall be contingent upon continued appropriations for this Agreement by the City in its annual budgeting process and upon the Manager's acceptance of such amount as compensation for services under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

Val Early
President, South Coast Community Aquatics

Date

Kelby McCrae
Interim City Manager, City of Brookings

Date

Exhibit A
South Coast Aquatics Pool Management Agreement 2024
Financial Best Practices

- All financial accounts shall be balanced and subsequently reviewed by the Board on a quarterly basis.
- A credit card in lieu of cash should be used for purchases. All receipts for purchases by credit cards should be turned in and balanced against the credit card statement.
- Whenever possible, at least two people should work together on the cash handling, so they can monitor and vouch for each other. The people handling cash shall count the cash they took in at the end of a shift and turn it into the Manager, along with any paper documentation of number of items sold and the price of each item sold. This documentation shall also be which is made available to the Board Treasurer or President. The Manager conducts the daily banking, and the Board Treasurer will be responsible for reconciling the monthly bank statements.
- Do not sign blank checks.
- Require two signatures on a check. Every check written should require two signatures. Both signatures should come from board members who have been given signing authority. When not possible, then one of the signatures can be the President, but not if the check is issued to the President.
- The Board should review reconciliation of disbursements to invoices and bank statements.
- Do not allow any cash withdrawals in any form from the bank. No organization should have a debit card for their bank account.
- Divide responsibilities of handling incoming funds and expenses for proper segregation of duties. For example, separate individuals should be responsible for opening mailed donations, making bookkeeping entries, and depositing the checks, respectively. This is similarly applicable to expenses in which the person who authorizes a purchase should be different from the person who writes the check.
- System controls such as using receipts with preprinted tracking numbers for outgoing money and confirming incoming invoices against the goods or services billed for ensures the individual transactions that make up the organization's cash flow have all been accounted for.
- Request a review of controls by a CPA firm to ensure that financial controls are sound and to identify areas where further structure is needed. An annual review or audit provides integrity to the financial system.
- Background checks and calling references and previous employers are essential for new employees or volunteers.

Exhibit B
South Coast Community Aquatics Pool Management Agreement 2024
Insurance Requirements

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City not less than 30 days prior to the date of cancellation.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
4. Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney, and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City. Insurance policy limits may be required to be higher based upon the City Manager's review of the specific application for which the certificate is required.
5. "Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (a) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or
 - (b) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.
6. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- (1) To provide additional limits above each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 3 Insurance Requirements:

<u>Commercial General Liability</u> Per occurrence	\$ 2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 3,000,000

7. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements **shall be attached to the certificate**. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

EXHIBIT C

BROOKINGS POOL PROFORMA JAN-2024

Option A (open June-Aug)										
Revenue	April	May	June	July	August	Sept				Total
(Based on 2023 Data)			\$30,516.00	\$30,516.00	\$30,516.00					\$91,548.00
Grants & Donations (3)			\$11,000.00	\$11,000.00						\$22,000.00
Total Revenue	\$0.00	\$0.00	\$41,516.00	\$41,516.00	\$30,516.00	\$0.00				\$91,548.00
Expenses (Contract)										
							Total Hours	Rater/Hr	Cardinal Fee/HR	Total Labor
Management (hours)	20	80	160	160	160	80	660	\$25.00	1.25	\$20,625.00
Life Guard (hours)		400	1,170	1,170	1,170	80	3,990	\$16.50	1.25	\$82,293.75
		(Training)	(1)							\$102,918.75
Operating Costs										
										Total
SCCA Op Exp.			\$2,000.00	\$2,000.00	\$2,000.00					\$6,000.00
Operating Costs (2023 Data)			\$20,507.00	\$20,507.00	\$20,507.00					\$61,521.00
Inflation Increase (5%)										\$3,076.00
Additional Insurance Costs		\$5,000.00								\$5,000.00
										\$75,597.00
Net Rev:										-\$86,967.75

- Notes:
- (1) Assumes 26 Days open per month, 15 open hours, 3 Lifeguards each day.
 - (3) Expected Grants; Advanced Health,Tolowa Dee-Ni' Nation, Rotary of Brookings, School Districts, Ford Family Foundation, Wild Rivers Community Foundation.
 - (4) Subsidy Ranges;
Option A:
Net Loss \$86,967
Grants 50% \$11,000
Net Loss \$75,967
Grants 100% \$22,000
Net Loss \$64,967

EXHIBIT D

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (7) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (8) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (9) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

- (10) The contract may be canceled at the election of Agency for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (11) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which Agency may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (12) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (13) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/24	02/01/2024	91216	5048	Brookings Harbor Medical Center	10-00-2005	150.00
02/24	02/01/2024	91217	313	Brookings Vol Firefighters	10-00-2005	2,250.00
02/24	02/01/2024	91218	5567	CAL/OR Insurance Agency	30-00-2005	683.33
02/24	02/01/2024	91219	5305	Carrot-Top Industries, Inc.	10-00-2005	200.99
02/24	02/01/2024	91220	6031	Cascade Home Center	10-00-2005	707.47
02/24	02/01/2024	91221	5842	Century West Engineering Corp	33-00-2005	2,273.48
02/24	02/01/2024	91222	3015	Charter Communications	30-00-2005	749.96
02/24	02/01/2024	91223	3834	Clean Sweep Janitorial Service	33-00-2005	2,040.00
02/24	02/01/2024	91224	5827	Coastal Investments LLC	10-00-2005	960.00
02/24	02/01/2024	91225	1745	Coastal Paper & Supply, Inc	10-00-2005	1,108.12
02/24	02/01/2024	91226	182	Coos-Curry Electric	10-00-2005	11,043.21
02/24	02/01/2024	91227	284	Day Management Corp	20-00-2005	226.30
02/24	02/01/2024	91228	1	7 Mile Contracting	20-00-2005	188.67
02/24	02/01/2024	91229	5432	First Community Credit Union	25-00-2005	4,662.00
02/24	02/01/2024	91230	6030	Hartwick Automotive LLC	10-00-2005	290.27
02/24	02/01/2024	91231	4171	In-Motion Graphics	10-00-2005	14.00
02/24	02/01/2024	91232	4980	iSecure	10-00-2005	33.00
02/24	02/01/2024	91233	202	League of Oregon Cities	10-00-2005	1,398.20
02/24	02/01/2024	91234	4269	Gary Milliman	10-00-2005	325.00
02/24	02/01/2024	91235	4443	Napa Auto Parts-Golder's	25-00-2005	5.87
02/24	02/01/2024	91236	6129	Pacific Coast Properties LLC	10-00-2005	1.00
02/24	02/01/2024	91237	4	Jerry Freitas	10-00-2005	258.00
02/24	02/01/2024	91238	4	Ruby Hernandez	10-00-2005	258.00
02/24	02/01/2024	91239	322	Postmaster	25-00-2005	1,075.00
02/24	02/01/2024	91240	2863	Verizon Wireless	10-00-2005	715.16
02/24	02/01/2024	91241	861	Village Express Mail Center	10-00-2005	28.18
02/24	02/01/2024	91242	2122	Cardmember Service	10-00-2005	6,751.92
02/24	02/08/2024	91243	4734	Aramark Uniform Services	10-00-2005	120.00
02/24	02/08/2024	91244	4939	Bi - Mart Corporation	10-00-2005	88.10
02/24	02/08/2024	91245	2407	Blue Star Gas	10-00-2005	1.00
02/24	02/08/2024	91246	715	Budge McHugh Supply	20-00-2005	2,327.50
02/24	02/08/2024	91247	6251	Jon Carlson	32-00-2005	500.00
02/24	02/08/2024	91248	5822	Chaves Consulting Inc	49-00-2005	370.20
02/24	02/08/2024	91249	5952	Chetco Auto Marine & Industrial Supply	15-00-2005	54.50
02/24	02/08/2024	91250	3834	Clean Sweep Janitorial Service	10-00-2005	125.00
02/24	02/08/2024	91251	1620	Curry County Community Development	10-00-2005	2,230.80
02/24	02/08/2024	91252	173	Curry Equipment	15-00-2005	305.44
02/24	02/08/2024	91253	1	Adriana Gonzalez	20-00-2005	72.12
02/24	02/08/2024	91254	1	Brookings Holdings LLC	20-00-2005	300.00
02/24	02/08/2024	91255	1	MCM Construction Inc	20-00-2005	191.26
02/24	02/08/2024	91256	371	Department of Environmental Quality	25-00-2005	325.00
02/24	02/08/2024	91257	2186	Ferguson Waterworks #3011	20-00-2005	3,586.12
02/24	02/08/2024	91258	6127	Ferguson Enterprises LLC #3325	20-00-2005	180.58
02/24	02/08/2024	91259	4989	Gaylord Klinefelter Contracting Inc	75-00-2005	52,180.00
02/24	02/08/2024	91260	6097	GP Energy	10-00-2005	2,955.97
02/24	02/08/2024	91261	1856	Helmets R US	61-00-2005	463.00
02/24	02/08/2024	91262	4980	iSecure	10-00-2005	123.00
02/24	02/08/2024	91263	5858	Jacobs Engineering Group Inc	25-00-2005	132,129.50
02/24	02/08/2024	91264	5858	Jacobs Engineering Group Inc	53-00-2005	105,651.15
02/24	02/08/2024	91265	6221	Kittelson & Associates Inc	75-00-2005	1,497.50
02/24	02/08/2024	91266	328	Les Schwab Tire Center	25-00-2005	879.84
02/24	02/08/2024	91267	279	One Call Concepts, Inc	25-00-2005	103.54
02/24	02/08/2024	91268	5008	Online Information Services	10-00-2005	112.78

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/24	02/08/2024	91269	252	Paramount Pest Control	10-00-2005	70.00
02/24	02/08/2024	91270	4	Oran Mor Artisan Mead	32-00-2005	100.00
02/24	02/08/2024	91271	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
02/24	02/08/2024	91272	1920	Pitney Bowes, Inc.	10-00-2005	182.58
02/24	02/08/2024	91273	207	Quill Corporation	10-00-2005	756.57
02/24	02/08/2024	91274	3499	Simplot Grower Solutions	10-00-2005	139.39
02/24	02/08/2024	91275	2125	State of OR Water Resources Dept	20-00-2005	790.00
02/24	02/08/2024	91276	4542	Umpqua Bank	45-00-2005	5,322.00
02/24	02/08/2024	91277	169	Waste Connections Inc	10-00-2005	867.52
02/24	02/08/2024	91278	169	Roto Rooter of Curry County	25-00-2005	361.50
02/24	02/08/2024	91279	4068	Wireless Connections LLC	10-00-2005	165.00
02/24	02/08/2024	91280	4131	Zumar Industries Inc	15-00-2005	336.76
02/24	02/15/2024	91281	5908	Amazon Capital Services	49-00-2005	772.14
02/24	02/15/2024	91282	6253	American Industrial Door LLC	75-00-2005	76,380.00
02/24	02/15/2024	91283	5253	Anchor Lock & Key	10-00-2005	60.00
02/24	02/15/2024	91284	6121	AutoZone Inc	10-00-2005	8.79
02/24	02/15/2024	91285	5070	Canon Solutions America	10-00-2005	49.06
02/24	02/15/2024	91286	5939	Country Media Inc	20-00-2005	432.57
02/24	02/15/2024	91287	5118	Cruise Master Prisms Inc	10-00-2005	705.60
02/24	02/15/2024	91288	5951	Executech Utah LLC	49-00-2005	30.70
02/24	02/15/2024	91289	6127	Ferguson Enterprises LLC #3325	20-00-2005	30.75
02/24	02/15/2024	91290	6030	Hartwick Automotive LLC	10-00-2005	598.12
02/24	02/15/2024	91291	5754	iFocus Consulting Inc	49-00-2005	2,575.00
02/24	02/15/2024	91292	5858	Jacobs Engineering Group Inc	53-00-2005	7,156.65
02/24	02/15/2024	91293	202	League of Oregon Cities	10-00-2005	20.00
02/24	02/15/2024	91294	6065	Local Government Law Group PC	10-00-2005	5,984.50
02/24	02/15/2024	91295	6237	Miller Nash LLP	10-00-2005	112.50
02/24	02/15/2024	91296	3159	NorthCoast Health Screening	25-00-2005	90.00
02/24	02/15/2024	91297	2089	OVFA	10-00-2005	225.00
02/24	02/15/2024	91298	4	Taylor Patch	10-00-2005	258.00
02/24	02/15/2024	91299	5768	Proficient Auto Center Inc	20-00-2005	237.50
02/24	02/15/2024	91300	207	Quill Corporation	10-00-2005	357.35
02/24	02/15/2024	91301	6252	Safe Restraints Inc	10-00-2005	1,637.12
02/24	02/15/2024	91302	267	SeaWestern Fire Fighting Equip	10-00-2005	419.70
02/24	02/15/2024	91303	956	Suiter's Paint & Body	10-00-2005	1,020.00
02/24	02/15/2024	91304	797	Town & Country Animal Clinic	61-00-2005	53.50
02/24	02/15/2024	91305	4220	Woof's Dog Bakery	61-00-2005	63.99
02/24	02/15/2024	91306	5992	Ziply Fiber	30-00-2005	342.90
02/24	02/22/2024	91307	6254	5-R Excavation and Paving LLC	15-00-2005	2,497.00
02/24	02/22/2024	91308	5908	Amazon Capital Services	49-00-2005	28.86
02/24	02/22/2024	91309	6192	Angel Armor LLC	10-00-2005	1,204.02
02/24	02/22/2024	91310	2364	C & S Fire-Safe Services LLC	33-00-2005	93.00
02/24	02/22/2024	91311	5070	Canon Solutions America	10-00-2005	660.31
02/24	02/22/2024	91312	5842	Century West Engineering Corp	33-00-2005	448.00
02/24	02/22/2024	91313	259	Da-Tone Rock Products	15-00-2005	491.63
02/24	02/22/2024	91314	6255	Derwin Boggs	10-00-2005	740.25
02/24	02/22/2024	91315	2640	Dyer Partnership, The	52-00-2005	47,289.23
02/24	02/22/2024	91316	5073	Edwards Roofing	33-00-2005	477.00
02/24	02/22/2024	91317	6097	GP Energy	10-00-2005	2,590.75
02/24	02/22/2024	91318	4980	iSecure Inc	10-00-2005	133.00
02/24	02/22/2024	91319	5956	Municipal Emergency Services	10-00-2005	260.00
02/24	02/22/2024	91320	3369	Schwabe Williamson & Wyatt PC	20-00-2005	10,859.00
02/24	02/22/2024	91321	6208	Summit Water Resources LLC	20-00-2005	8,631.72
02/24	02/22/2024	91322	432	USA BlueBook	20-00-2005	225.88
02/24	02/22/2024	91323	5992	Ziply Fiber	25-00-2005	1,249.91
02/24	02/29/2024	91324	2578	Action Trophies	10-00-2005	7.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/24	02/29/2024	91325	4477	Alpine Products, Inc	15-00-2005	1,958.90
02/24	02/29/2024	91326	5908	Amazon Capital Services	10-00-2005	207.00
02/24	02/29/2024	91327	6072	Salmon Run Golf Course	10-00-2005	45,235.00
02/24	02/29/2024	91328	6031	Cascade Home Center	20-00-2005	1,549.69
02/24	02/29/2024	91329	3834	Clean Sweep Janitorial Service	33-00-2005	1,910.00
02/24	02/29/2024	91330	4882	Coastal Heating & Air	10-00-2005	1,100.25
02/24	02/29/2024	91331	1745	Coastal Paper & Supply, Inc	10-00-2005	183.86
02/24	02/29/2024	91332	1740	Code Publishing Company Inc	10-00-2005	122.50
02/24	02/29/2024	91333	182	Coos-Curry Electric	10-00-2005	11,536.41
02/24	02/29/2024	91334	6078	Curry County Reporter	10-00-2005	446.25
02/24	02/29/2024	91335	1	Cynthia Anderson	20-00-2005	261.61
02/24	02/29/2024	91336	1	Edward Cunningham	20-00-2005	225.13
02/24	02/29/2024	91337	1	Ernest & Levada Silva	20-00-2005	62.43
02/24	02/29/2024	91338	1	Nancy Cervantes-Taylor	20-00-2005	97.48
02/24	02/29/2024	91339	1	David Sidle	20-00-2005	209.00
02/24	02/29/2024	91340	1	Abel Tavarez	20-00-2005	187.14
02/24	02/29/2024	91341	1130	H.D. Fowler	20-00-2005	2,260.22
02/24	02/29/2024	91342	6030	Hartwick Automotive LLC	10-00-2005	805.08
02/24	02/29/2024	91343	6221	Kittelson & Associates Inc	75-00-2005	1,852.50
02/24	02/29/2024	91344	3978	KLB Enterprises	25-00-2005	1,429.35
02/24	02/29/2024	91345	5954	Morel Ink	10-00-2005	270.77
02/24	02/29/2024	91346	123	Motorola Solutions Inc	10-00-2005	9,418.89
02/24	02/29/2024	91347	329	New Hope Plumbing	10-00-2005	1,950.00
02/24	02/29/2024	91348	3789	Oak Street Health Care Center	25-00-2005	150.00
02/24	02/29/2024	91349	687	Owen Equipment Company	25-00-2005	393.29
02/24	02/29/2024	91350	5703	PacWest Machinery	15-00-2005	24.31
02/24	02/29/2024	91351	6256	Prothman Company	10-00-2005	5,500.00
02/24	02/29/2024	91352	207	Quill Corporation	10-00-2005	318.01
02/24	02/29/2024	91353	2863	Verizon Wireless	10-00-2005	715.16
02/24	02/29/2024	91354	861	Village Express Mail Center	10-00-2005	30.13
Grand Totals:						622,780.71

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Summary