

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, January 13, 2025, 7:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Swearing in of Elected Officials – Mayor Isaac Hodges, Councilor Clayton Malmberg and Councilor Phoebe Pereda

D. Roll Call

E. Oral Requests and Communications from the audience

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

F. Consent Calendar

1. Approve Council minutes for December 9, 2024 [Pg. 1]
2. Receive monthly financial report for November 2024 [Pg. 3]

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

1. Fats, Oil and Grease Ordinance [Pg. 9]
 - a. Draft Ordinance 24-O-813 [Pg. 10]
 - b. Exhibit A – FOG Ordinance Language [Pg. 11]
2. Seacliff Terrace Storm Drain Improvements [Pg. 23]
 - a. Dyer Task Order 109 [Pg. 24]
3. Ransom Avenue storm water Improvements [Pg. 28]
 - a. Dyer Recommendation to Award Letter [Pg. 29]
4. Intergovernmental Agreement for Wastewater Treatment Services with Harbor-Sanitary District for 2022-27 [Pg. 30]
 - a. 2022-2027 HSD Intergovernmental Agreement for Wastewater Treatment Services [Pg. 31]

H. Informational Non-Action Items

1. December Vouchers [Pg. 52]

I. Remarks from Mayor and Councilors

J. 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> clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, December 9, 2024

Call to Order

Mayor Isaac Hodges called the meeting to order at 7:00 PM

Roll Call

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

Staff present: City Manager Tim Rundel, Finance & HR Director Lu Ehlers, City Recorder Brooklyn Osterhage

Media Present: None

Others Present: 2 audience members

Ceremonies/Appointments/Announcements

1. None

Scheduled Public Appearances

1. None

Oral Requests and Communications from the Audience

1. Val Early, Winriver Drive – thanked Council for extending the Brookings Municipal Pool schedule and said there's been great participation

Consent Calendar

1. Approve Council minutes for November 25, 2024
2. Approve Council minutes for December 2, 2024
3. Accept Planning Commission minutes for November 5, 2024
4. Accept Liquor License for new ownership – Black Trumpet

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

Staff Reports and Public Hearings

1. Audit Report for the fiscal year ended June 30, 2024

Staff Report provided by Lu Ehlers

Councilor Malmberg moved, Mayor Hodges seconded, and Council voted unanimously to accept the City's Audit for the fiscal year ended June 30, 2024.

2. Psilocybin Ordinance

Staff Report provided by Tim Rundel and Mayor Hodges read the Ordinance title

Mayor Hodges moved, Councilor Pereda seconded, and Council voted unanimously to read Ordinance 24-O-815 by title only.

The ordinance was read by title only

Councilor Malmberg moved, Councilor Pereda seconded, and Council voted unanimously to adopt uncodified Ordinance 24-O-815 declaring a prohibition on psilocybin product and manufacturers and psilocybin service center operators within the jurisdiction of the City of Brookings, Oregon upon voter approval on the November 5, 2024 General Election.

Remarks from Mayor and Councilors

City Manager Rundel thanked all departments for their work during the tsunami warning last week. He mentioned that a Harbor Sanitary District meeting was scheduled for the next night and Brookings Intergovernmental Agreement would be reviewed for approval.

Adjournment

Mayor Isaac Hodges adjourned the meeting at 7:17 PM.

Respectfully submitted:

ATTESTED:

this 13th day of January, 2025:

Isaac Hodges, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	4,410,740.00	3,019,111.07	3,601,978.09	808,761.91	81.7
LICENSES AND PERMITS	307,000.00	21,943.69	130,291.81	176,708.19	42.4
INTERGOVERNMENTAL	298,500.00	20,976.62	98,682.77	199,817.23	33.1
CHARGES FOR SERVICES	1,058,500.00	17,786.74	146,768.35	911,731.65	13.9
OTHER REVENUE	140,500.00	76,279.34	198,786.77	(58,286.77)	141.5
TRANSFERS IN	732,236.00	.00	732,236.00	.00	100.0
	6,947,476.00	3,156,097.46	4,908,743.79	2,038,732.21	70.7
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	38,866.00	3,568.79	18,311.16	20,554.84	47.1
MATERIAL AND SERVICES	12,850.00	640.63	2,503.13	10,346.87	19.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	51,716.00	4,209.42	20,814.29	30,901.71	40.3
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	453,018.00	33,469.33	165,066.35	287,951.65	36.4
MATERIAL AND SERVICES	241,300.00	7,035.74	101,934.84	139,365.16	42.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	694,318.00	40,505.07	267,001.19	427,316.81	38.5
POLICE:					
PERSONAL SERVICES	3,642,146.00	294,788.45	1,475,582.16	2,166,563.84	40.5
MATERIAL AND SERVICES	244,000.00	7,531.98	126,654.51	117,345.49	51.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	99,496.00	.00	.00	99,496.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,985,642.00	302,320.43	1,602,236.67	2,383,405.33	40.2
FIRE:					
PERSONAL SERVICES	266,529.00	20,394.93	106,028.03	160,500.97	39.8
MATERIAL AND SERVICES	109,500.00	3,607.40	64,716.82	44,783.18	59.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	29,990.00	29,678.72	29,678.72	311.28	99.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	406,019.00	53,681.05	200,423.57	205,595.43	49.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	284,123.00	21,924.31	104,775.18	179,347.82	36.9
MATERIAL AND SERVICES	94,600.00	1,669.91	12,823.36	81,776.64	13.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	378,723.00	23,594.22	117,598.54	261,124.46	31.1
PARKS & RECREATION:					
PERSONAL SERVICES	319,181.00	26,026.16	119,627.66	199,553.34	37.5
MATERIAL AND SERVICES	143,500.00	2,309.92	48,512.69	94,987.31	33.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	.00	9,981.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	472,662.00	28,336.08	168,140.35	304,521.65	35.6
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	900,000.00	.00	.00	900,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	900,000.00	.00	.00	900,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	.00	.00	.02	(.02)	.0
MATERIAL AND SERVICES	90,500.00	585.52	29,405.60	61,094.40	32.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	90,500.00	585.52	29,405.62	61,094.38	32.5
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	169,300.00	8,339.63	48,907.31	120,392.69	28.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	624,000.00	.00	624,000.00	.00	100.0
CONTINGENCIES AND RESERVES	774,596.00	.00	.00	774,596.00	.0
	1,567,896.00	8,339.63	672,907.31	894,988.69	42.9
	8,547,476.00	461,571.42	3,078,527.54	5,468,948.46	36.0
	(1,600,000.00)	2,694,526.04	1,830,216.25	(3,430,216.25)	114.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	525,000.00	47,481.32	238,049.96	286,950.04	45.3
OTHER REVENUE	22,000.00	1,750.00	9,793.80	12,206.20	44.5
TRANSFER IN	100,000.00	.00	100,000.00	.00	100.0
	<u>647,000.00</u>	<u>49,231.32</u>	<u>347,843.76</u>	<u>299,156.24</u>	<u>53.8</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	261,092.00	20,585.06	99,837.26	161,254.74	38.2
MATERIAL AND SERVICES	326,700.00	9,742.65	101,785.58	224,914.42	31.2
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	1,073.00	.00	1,068.02	4.98	99.5
TRANSFERS OUT	243,809.00	.00	243,809.00	.00	100.0
CONTINGENCIES AND RESERVES	144,326.00	.00	.00	144,326.00	.0
	<u>992,000.00</u>	<u>30,327.71</u>	<u>446,499.86</u>	<u>545,500.14</u>	<u>45.0</u>
	<u>992,000.00</u>	<u>30,327.71</u>	<u>446,499.86</u>	<u>545,500.14</u>	<u>45.0</u>
	<u>(345,000.00)</u>	<u>18,903.61</u>	<u>(98,656.10)</u>	<u>(246,343.90)</u>	<u>(28.6)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,025,000.00	152,318.23	964,918.01	1,060,081.99	47.7
OTHER INCOME	60,000.00	3,850.00	47,759.11	12,240.89	79.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>2,085,000.00</u>	<u>156,168.23</u>	<u>1,012,677.12</u>	<u>1,072,322.88</u>	<u>48.6</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	451,449.00	35,693.81	187,496.02	263,952.98	41.5
MATERIAL AND SERVICES	183,600.00	11,139.78	87,338.40	96,261.60	47.6
CAPITAL OUTLAY	50,000.00	1,847.12	13,616.69	36,383.31	27.2
DEBT SERVICE	22,434.00	1,780.00	9,967.99	12,466.01	44.4
TRANSFERS OUT	35,000.00	.00	35,000.00	.00	100.0
	<u>742,483.00</u>	<u>50,460.71</u>	<u>333,419.10</u>	<u>409,063.90</u>	<u>44.9</u>
WATER TREATMENT:					
PERSONAL SERVICES	37,757.00	2,823.30	11,261.10	26,495.90	29.8
MATERIAL AND SERVICES	613,523.00	47,058.17	227,997.31	385,525.69	37.2
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	757,257.00	.00	757,257.00	.00	100.0
CONTINGENCIES AND RESERVES	173,980.00	.00	.00	173,980.00	.0
	<u>1,592,517.00</u>	<u>49,881.47</u>	<u>996,515.41</u>	<u>596,001.59</u>	<u>62.6</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,335,000.00</u>	<u>100,342.18</u>	<u>1,329,934.51</u>	<u>1,005,065.49</u>	<u>57.0</u>
	<u>(250,000.00)</u>	<u>55,826.05</u>	<u>(317,257.39)</u>	<u>67,257.39</u>	<u>(126.9)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,650,300.00	289,723.26	1,567,739.05	2,082,560.95	43.0
OTHER REVENUE	25,000.00	.00	36,880.64	(11,880.64)	147.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,670,800.00</u>	<u>289,723.26</u>	<u>1,604,619.69</u>	<u>2,066,180.31</u>	<u>43.7</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	682,000.00	53,547.81	269,351.08	412,648.92	39.5
MATERIAL AND SERVICES	395,800.00	5,539.16	74,679.65	321,120.35	18.9
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	22,434.00	1,780.00	9,967.47	12,466.53	44.4
TRANSFERS OUT	264,204.00	.00	264,204.00	.00	100.0
	<u>1,379,438.00</u>	<u>60,866.97</u>	<u>618,202.20</u>	<u>761,235.80</u>	<u>44.8</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	51,243.00	3,749.88	15,788.20	35,454.80	30.8
MATERIAL AND SERVICES	1,294,047.00	95,630.90	433,388.83	860,658.17	33.5
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	1,382,517.00	.00	1,382,517.00	.00	100.0
CONTINGENCIES AND RESERVES	393,055.00	.00	.00	393,055.00	.0
	<u>3,135,862.00</u>	<u>99,380.78</u>	<u>1,831,694.03</u>	<u>1,304,167.97</u>	<u>58.4</u>
	<u>4,515,300.00</u>	<u>160,247.75</u>	<u>2,449,896.23</u>	<u>2,065,403.77</u>	<u>54.3</u>
	<u>(844,500.00)</u>	<u>129,475.51</u>	<u>(845,276.54)</u>	<u>776.54</u>	<u>(100.1)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2024

URBAN RENEWAL AGENCY FUND


	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	781,400.00	713,598.57	723,487.20	57,912.80	92.6
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	25,000.00	.00	21,581.34	3,418.66	86.3
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>806,400.00</u>	<u>713,598.57</u>	<u>745,068.54</u>	<u>61,331.46</u>	<u>92.4</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	185,256.00	3,965.00	9,196.16	176,059.84	5.0
CAPITAL OUTLAY	2,021,144.00	.00	54,821.93	1,966,322.07	2.7
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>2,206,400.00</u>	<u>3,965.00</u>	<u>64,018.09</u>	<u>2,142,381.91</u>	<u>2.9</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,206,400.00</u>	<u>3,965.00</u>	<u>64,018.09</u>	<u>2,142,381.91</u>	<u>2.9</u>
	<u>(1,400,000.00)</u>	<u>709,633.57</u>	<u>681,050.45</u>	<u>(2,081,050.45)</u>	<u>48.7</u>

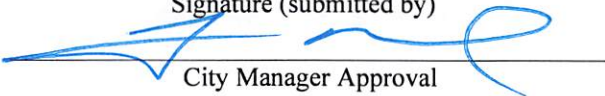
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 13, 2025

Originating Dept: PW/DS


Signature (submitted by)


City Manager Approval

Subject: Fats, Oil and Grease Ordinance

Recommended Motion:

Motion to adopt Ordinance #24-O-813 amending the Brookings Municipal Code, Title 13 Public Services, modifying language in Chapter 13.10 and adding Chapter 13.45 Regulation of Fats, Oils, and Grease (FOG) Discharges to the Brookings Sanitary Sewer System as described in Exhibit A.

Background/Discussion:

Fat, Oils, and Grease (FOG) released into the City of Brookings (City) wastewater system leads to serious issues of restricted flow capacity, interference with pump stations, deterioration of piping and sewer overflows in the collections system. FOG also can cause excessive foaming in the wastewater treatment plant. The City, to eliminate these detrimental and costly effects, has adopted this Ordinance to be monitored and conducted in accordance with the City FOG Control Program.

Council reviewed the draft ordinance at the November 4, 2024 council workshop and directed staff to proceed with finalizing the ordinance for adoption at the next Council Meeting. Staff has prepared ordinance 24-O-813 for your review and approval.

Attachments:

1. Draft Ordinance 24-O-813
2. Exhibit A – FOG Ordinance Language

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 24-O-813

**IN THE MATTER OF ORDINANCE 24-O-813, AN ORDINANCE AMENDING TITLE 13 PUBLIC
SERVICES IN THE BROOKINGS MUNICIPAL CODE**

Sections:

Section 1. Ordinances Identified.

Section 2. Revise Chapter 13.10.160 Class of Sewer Permits, 13.10.350 Grease, oil and sand interceptors and 13.10.360 Pretreatment devices – installation and maintenance.

Adds Chapter 13.45 Regulation of Fats, Oils, and Grease (FOG) Discharges to the Brookings Sanitary Sewer System

The City of Brookings ordains as follows:

Section 1. Ordinance Identified. This ordinance amends Title 13 Public Services

Section 2. Revise Chapter 13.10.160 Class of Sewer Permits, 13.10.350 Grease, oil and sand interceptors and 13.10.360 Pretreatment devices – installation and maintenance.

Adds Chapter 13.45 Regulation of Fats, Oils, and Grease (FOG) Discharges to the Brookings Sanitary Sewer System as presented in Exhibit A attached hereto with additions designated in bold and underlined and deletions being bold and struck out.

First Reading: _____ Passage: _____

Second Reading: _____ Effective Date: _____

Signed by me in authentication of its passage on _____ day of _____, 2025

ATTEST:

Mayor /Council President

City Manager Tim Rundel

Title 13 Public Services

13.10.160 Classes of sewer permits.

There shall be ~~two~~**three** classes of sewer permits:

A. For residential and commercial service

B. For service to establishments producing industrial wastes; and

C. For service to food preparation establishments (Chapter 13.45)

[Ord. 88-O-430 Art. IV § 6.]

13.10.350 Grease, oil and sand interceptors.

Grease, oil and sand interceptors shall be provided at establishments **producing industrial wastewater** when, in the opinion of the city, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, clay, sand, or other harmful ingredients. All interceptors shall be of a type and capacity approved by the city, and shall be located as to be readily and easily accessible for cleaning and inspection. [Ord. 88-O-430 Art. V § 7.]

13.10.360 Pretreatment devices – Installation and maintenance.

Where preliminary treatment, interceptors or flow-equalizing facilities are provided for any waters or wastes at establishments producing industrial waste, they shall be installed and maintained continuously in satisfactory and effective operation by the owner at his expense. All grease, oil and sand interceptors, pretreatment devices, control manholes, and other related apparatus shall be inspected to verify correct function upon installation and at least annually thereafter. Annual inspections shall be performed by a city of Brookings approved vendor and shall comply with all state, county, and city requirements. A copy of the annual inspection report shall be provided to the city of Brookings public works director. [Ord. 16-O-765 § 2; Ord. 88-O-430 Art. V § 8.]

Chapter 13.45 Regulation of Fats, Oils, and Grease (FOG) Discharges to the Brookings Sanitary Sewer System

Sections:

13.45.010 General Introduction

13.45.020 Applicability

13.45.030 Purpose

13.45.040 Definitions

13.45.050 Food Preparation Establishment (FPE) Permitting Program

13.45.060 Wastewater Discharge Limitations and Prohibitions

13.45.070 Outdoor Grease Interceptor Requirements

13.45.080 Fees and Billing

13.45.090 Administrative Enforcement and Abatement

13.45.010 General Introduction.

Fat, Oils, and Grease (FOG) released into the City of Brookings (City) wastewater system leads to serious issues of restricted flow capacity, interference with pump stations, deterioration of piping and sewer overflows in the collections system. FOG also can cause excessive foaming in the wastewater treatment plant. The City, to

eliminate these detrimental and costly effects, has adopted this Ordinance to be monitored and conducted in accordance with the City FOG Control Program.

13.45.020 Applicability.

- A. This Ordinance applies to facilities classified as Food Preparation Establishments (FPEs) as defined herein that are connected to the public sewer system, excluding residential and significant industrial facilities.

13.45.030 Purpose

- A. The purpose of this Ordinance (also referred to herein as the "FOG Ordinance") is to:

1. Prevent the introduction of excessive amounts of grease into the City's public sanitary sewer system;
2. Prevent clogging or blockage of the City's public sanitary sewer system due to grease buildup causing sewage to backup and flood streets, residences and commercial buildings, resulting in potential liability to the City, residences, commercial buildings and others;
3. Prevent clogging or blockage to prevent sewer overflows to navigable waters of the State;
4. Implement a procedure to recover the cost incurred from cleaning and maintaining sewer lines due to improper grease disposal;
5. Implement a procedure to recover costs for any liability incurred by the City for damage caused by grease blockages resulting in the flooding of streets, residences, or commercial buildings;
6. Issue FOG Discharge Permits to FPEs and establish maintenance and monitoring requirements, and enforcement activities;
7. Establish administrative procedures and reporting requirements;
8. Establish permit fees for the recovery of costs resulting from this FOG Ordinance; and
9. Establish enforcement procedures for violations of any part or requirement of this Ordinance.

13.45.040 Definitions.

The following definitions shall apply to this Ordinance:

- A. "Authorized Representative of the User" means

1. If the User is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the business/corporation; or
 - b. The manager of one or more FPE facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term compliance with laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
2. If the User is a partnership or sole proprietorship: A general partner or proprietor, respectively.

3. If the User is a federal, state, or local governmental facility: A director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility or their designee.
4. The individuals described in paragraphs 1 through 3 may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

B. "Automatic Grease Recovery Unit, (AGRU)" means an indoor grease trap that separates grease from wastewater by active mechanical or electrical means. Such traps should be as far away as possible from grease-bearing (cleaning) equipment, such as sinks, before exiting the building. See definition of Grease Trap.

C. "Best Management Practice, (BMP)" means the practices and procedures of a facility designed to prevent or minimize environmental damage. BMPs include but are not limited to treatment requirements, operating procedures, practices to control spillage or leaks, and grease disposal.

D. "City" means the City of Brookings acting through the City Council of Brookings and the City's duly authorized officers or agents on its behalf.

E. "City Manager" means the person designated by the City to supervise the operation of the publicly owned treatment works and who is charged with certain duties and responsibilities by this Ordinance or a duly authorized representative (designee).

F. "Fats, Oils and Grease (FOG)" means any fats, oils and grease generated from the food preparation process. All are sometimes referred to as "grease." The current methods approved under Title 40 Code of Federal Regulations (CFR) Part 136 measure total FOG that may contain hydrocarbon FOG from petroleum sources. For the purposes of this City Ordinance the term FOG will refer to total FOG.

G. "Food Preparation Establishments (FPE)" means facilities that are regulated by the Brookings Health Department and are classified as a Class III or Class IV food service establishment, defined as:

- Class I: Establishment serves only prepackaged foods and/or beverages.
- Class II: Establishment uses cold or ready-to-eat processed food.
- Class III: Establishment has exposed foods prepared by hot processes and consumed within 4 hours of preparation.
- Class IV: Establishment has exposed foods prepared by hot processes held for 4 hours or more prior to consumption.

or other facilities that engage in similar cooking methods that have the potential to produce fats, oils and grease.

The City Manager or their designee reserves the right to reclassify any establishment to either a higher or lower Class based on these criteria: a better understanding of facility operations (based on facility-reported information and/or City inspection), a change in facility operations, and/or evidence that the facility has caused or contributed to a blockage or interference in the collection system through the discharge of FOG.

H. "Existing FPE" means any FPE in existence at the time of the initial adoption of this Ordinance.

I. "New FPE" means any FPE that is established in a newly constructed building or in a building that previously was not a food establishment. An FPE that changes its menu substantially enough to move upward in Class may also be classified as a New FPE at the sole discretion of the City Manager or their designee.

J. "FOG Discharge Permit" means a permit issued by the City Manager or their designee authorizing the discharge of wastewater to the public sanitary sewer system from an FPE.

K. "Grease Disposal Facility (GDF)" means a regional collection/transfer/disposal site approved in accordance with the law for the disposal of FOG. This means an Oregon Department of Environmental Quality (ODEQ)-approved publicly/privately owned treatment works that is for the separation and disposal of FOG by incineration or other methods.

L. "Grease Trap" means (collectively) devices intended to capture grease without the use of underground interceptors, including but not limited to sink traps, passive floor traps (indoor or outdoor) and AGRUs.

M. "Grease Interceptor" means an underground tank with baffles needed for FOG collection and access ports to facilitate cleaning, inspection and/or maintenance.

N. "Hauler" means any person who collects the contents of a grease trap or interceptor (Non-renderable Grease) and transports it to a GDF. A Hauler may also provide other services to FPEs related to trap maintenance. Haulers must be licensed in accordance with state and federal regulations.

O. "Non-renderable Grease" means fats, oils, and grease generated from food preparation or serving that has come into contact with water or other contaminants shall prevent this FOG from being rendered, also called Brown Grease. See Renderable Grease.

P. "Permittee" the Permittee represents the FPE and is authorized by the issuance of a FOG Discharge Permit to initiate, create, originate, or maintain a wastewater discharge from the FPE. The Permittee shall be the Authorized Representative of the User.

Q. "Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity or their legal representatives, agents, or assigns. This definition includes all federal, state, and local governmental entities.

R. "Public Sanitary Sewer System" means a sewer in which all owners of abutting properties have equal rights and which is controlled by a public authority. Includes the main pipe, manholes, other structures, and equipment appurtenant thereto controlled and maintained by the City for the conveyance of sanitary sewage.

S. "Renderable Grease" means the uncontaminated FOG from the food preparation process that is free of impurities and has not come into contact with water and can be recycled into products such as, but not limited to, animal feed or cosmetics.

T. "Renderer" means any person who collects renderable grease from an FPE and transports it to another site for recycling.

U. "Variance" means a permit that reduces the obligations of an FPE. A variance, when granted, shall serve as a permit. Variances shall be granted at the sole discretion of the City Manager or their designee. Variances must be displayed onsite.

The City Manager or their designee reserves the right to revoke any variance based on a better understanding of facility operations (based on facility-reported information and/or City inspection), a change in facility operations, and/or evidence that the facility has caused or contributed to a blockage or interference in the collection system through the discharge of FOG.

13.45.050 Food Preparation Establishment (FPE) Permitting Program:

A. All FPEs discharging wastewater to the public sanitary sewer system are subject to the following requirements.

- 1. Permitting: All FPE's shall be required to apply for and obtain a FOG Discharge Permit or variance from the City Manager or their designee. The City Manager or their designee shall approve or deny all applications for FOG discharge permits in accordance with the policies and regulations established in this Ordinance. The FOG Discharge Permit shall be in addition to any other permits, registrations, or**

occupational licenses, which may be required by federal, state, or local law. It shall be a violation of this Ordinance for any FPE identified by the City Manager or their designee to discharge wastewater containing fats, oils and grease to the public sanitary sewer system without a current FOG Discharge Permit.

2. Application Form: The City Manager or their designee shall provide an application form for a FOG Discharge Permit to all FPEs. All existing FPEs shall submit a completed application form within 60 days of: (a) receipt of the application, or (b) prior to the expiration of their valid FOG Discharge Permit. New FPEs shall obtain a FOG Discharge Permit prior to issuance of a Food Service License. Each application form submitted shall include but not be limited to the following information.
 - a. The FPE's engineer's design report for outdoor grease interceptor, grease trap or AGRUs, including unit specifications, cut sheet, and sizing calculations. Sizing shall not be less than specified in § 13.45.070 (E)(3).
 - b. Hours of facility operation.
 - c. A copy of the FPE's menu.
 - d. A statement signed by the Authorized Representative as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that, based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate, and complete to the best of my knowledge and belief."
3. Application Procedure: Upon the filing of a completed FOG Discharge Permit Application form with fee, and variance application if applicable, the City Manager or their designee shall review and approve or deny a FOG Discharge Permit. No system modification shall be initiated until approval is obtained.
4. FOG Discharge Permit:
 - a. The FOG Discharge Permit must be displayed in a prominent location where it can be seen by staff.
 - b. A FOG Discharge Permit shall not be transferred or sold to a new owner. A new owner is required to apply to the City Manager or their designee for a new FOG Discharge Permit.
 - c. A new FOG Discharge Permit must be applied for when renovations are completed at an existing FPE or upon making significant changes to the menu.
 - d. The terms and conditions of the permit are subject to modification by the City Manager or their designee during the term of the permit. If due to changes in this Ordinance modifications to a facility are required to remain in compliance, the Permittee shall be informed at least 6 months prior to the compliance date of the new requirement or 6 months prior to the expiration date of the existing permit.
5. Entry: Each FPE shall allow the Inspector, bearing proper identification, access at all reasonable times to all parts of the premises for the purpose of inspection, observation, records examination, measurements, sampling and testing in accordance with the provisions of this Ordinance. The refusal of any FPE to allow the Inspector official entry for purposes of inspection or performing such other duties as shall be required shall constitute a violation of this Ordinance. The City may pursue legal action as provided for in §13.45.090 as may be advisable and reasonably necessary for Inspectors to carry out their duties.
6. Inspection: The Inspector shall inspect the FPE on an unscheduled basis after a FOG Discharge Permit has been issued to confirm compliance with the requirements of this Ordinance. All FPEs with a current FOG Discharge Permit shall be inspected. Inspections shall include but not be limited to all equipment, food processing, cleanup and storage areas and shall include any area that produces wastewater discharge to the grease trap. The Inspector shall also inspect the grease trap maintenance logbook

and/or file and other data pertinent to the grease trap and may check the level of the trap contents and/or take samples/measurements as necessary. The Inspector shall record all observations in a written report. Any deficiencies as provided in this Ordinance shall be noted.

- 7. Violation Reporting:** A Permittee shall immediately notify the City Manager or their designee by telephone upon learning or having reason to believe that a discharge may cause a sewer blockage or adversely affect the public sanitary sewer system and initiate corrective action to prevent further violations.

The Permittee shall file a written report of the violation and corrective actions taken to the City Manager or their designee within 5 days of the Permittee learning of such violation. Failure to report may result in a fine pursuant to §13.45.080.

13.45.060 Wastewater Discharge Limitations and Prohibitions:

- A. No User shall allow wastewater discharge concentrations from a grease trap or alternative pretreatment technology to exceed 100 milligrams per liter (mg/L). All analyses shall be conducted according to the current method as listed in 40 CFR 136 or as approved in writing by the City Manager or their designee. All costs associated with testing are the responsibility of the FPE.
- B. Where outdoor grease interceptors/traps are used, separate wastewater lines shall be provided to convey the sanitary and kitchen wastewater outside the facility. Only wastewater from the kitchen and cleanup areas shall be directed to the grease trap. In no case shall sanitary wastewater be allowed to enter a grease interceptor/trap.
- C. Wastewater having a temperature in excess of 140 degrees Fahrenheit shall not be discharged into any AGRU or other grease trap.
- D. Dishwashers equipped with prewash sinks shall be prohibited from discharging to grease interceptors or grease traps. Prewash sinks shall be discharged to the grease interceptor.
- E. Any use of enzymes, solvents, emulsifiers, biological agents and similar material for maintaining or cleaning grease traps is prohibited.
- F. No food grinder or food pulper shall discharge into a grease trap.
- G. All wastewater flows connected to grease traps shall be screened to prevent solids from entering the grease trap. Screened solids shall be disposed of in accordance with applicable solid waste regulations.

13.45.070 Outdoor Grease Interceptor Requirements:

- A. Requirements: All new FPEs are required to have an outdoor grease interceptor or a variance.
- B. Equipment Requirements: On or after the effective date of this Ordinance, all FPEs discharging to or proposing to discharge to the City's public sanitary sewer system shall submit an application and obtain a permit to operate and maintain an outdoor grease interceptor, a variance for an AGRU, or a variance from the requirements of this Ordinance as established by § 13.45.070 (F)(1). All outdoor grease interceptors shall meet the requirements of this Ordinance.
- C. On or after the effective date of this Ordinance, the City Manager or their designee shall require an existing FPE to install, operate, and maintain a new grease interceptor that complies with the requirements of this Ordinance or to modify any non-compliant plumbing or existing grease trap within 60 days of written notification by the City Manager or their designee when any of the following conditions exist.
 - 1. The establishment is found to be contributing grease in quantities to cause pipe blockages or increase maintenance on the public sanitary sewer system.

2. The establishment does not have a grease interceptor or a variance.
 3. The establishment has an undersized, irreparable, or defective grease interceptor or qualified equipment used to obtain a variance.
 4. Existing establishment is sold or undergoes a change of ownership.
 5. Remodeling of a kitchen, which requires a plumbing permit to be issued by the City.
 6. The menu of an establishment changes such that it meets the requirements of an FPE.
- D. Variance from Outdoor Grease Interceptor Requirements: An AGRU may only be installed in lieu of a Grease Interceptor after authorization by the City Manager or their designee. The FPE shall request a variance in writing, which shall consist of a completed Program Application and Variance Application. Variances shall be granted only when it is infeasible to install an interceptor and/or when the FPE can both demonstrate to the City Manager or their designee that adequate control of the discharge of FOG exists, and that discharges will not interfere with the collection system and will also meet the 100 -mg/L FOG limitation.
- E. Outdoor Grease Interceptor: Outdoor grease interceptors shall be installed in all FPEs as described in 13.45.070 (B) and (C). All grease interceptors shall meet the following criteria.
1. Interceptor Design and Location: Outdoor grease interceptor shall have a minimum of two compartments and shall be capable of separation and retention of grease and storage of settled solids. Access manholes with a minimum diameter of 17 inches shall be provided over each trap chamber and sanitary tee. The manhole also shall have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities. The invert elevation of the inlet shall be between 3 and 6 inches above the invert elevation of the outlet.
 2. The trap shall be designed, constructed, and installed for adequate load-bearing capacity.
 3. Trap Capacity: The minimum capacity of any one unit shall be:
 - Fast Food Facilities: 1,000 gallons
 - Full-service Restaurants: 1,500 gallons
 - Prisons and Hospitals: 2,000 gallons
 4. These stated sizes may be increased if in the opinion of the City Manager or their designee additional capacity is needed. Where sufficient capacity cannot be achieved with a single unit, installation of grease interceptors in series is required. For FPEs not listed in paragraph 3, the City Manager or their designee will calculate and require sizing based on an industry-accepted standard calculation.
 5. Pumping and Maintenance: Each FPE shall be responsible for the cost of installing, inspecting, pumping, cleaning, and maintaining its outdoor grease interceptor/trap. Outdoor grease interceptor cleaning shall include complete removal of all contents, including scraping of excessive solids from the walls, floors, baffles, and all pipe work. It shall be the responsibility of each FPE to inspect its outdoor grease interceptor during the pumping operation to ensure proper cleaning and that all fittings and fixtures are functioning properly.
 6. Outdoor Interceptor Pumping Frequency: Each FPE shall have its outdoor grease interceptor(s) pumped whenever 25% of the operating depth of the outdoor grease trap is occupied by grease and settled solids or a minimum of once every 3 months, whichever is more frequent.
 7. Inspections: The Inspector shall inspect grease interceptors/traps as necessary to ensure compliance with this Ordinance.

8. Disposal: Renderable grease shall not be disposed of in any sewer, septic tank, or grease interceptor/trap. All renderable grease shall be stored in a separate, covered, leak-proof, labeled, renderable grease container stored out of reach of vermin and collected by a Renderer.
 9. Grease removed from outdoor grease interceptors shall be disposed of at a GDF permitted by ODEQ.
 10. Recordkeeping: Each FPE shall maintain a logbook in which a record of all grease trap maintenance is entered, including the date and time of the maintenance, repairs, records of inspection, log of pumping activities and GDF. The file shall be available at all times for inspection and review by the Inspector.
- F. Variance Procedure: Two types of variances may be granted, Program Variances and Equipment/BMP Variances, as follows.
1. Program Variances: The City or their designee may, at their sole discretion, exempt from this FOG Program facilities that meet the definition of FPE but whose wastewater discharge contributes negligible FOG to the sanitary sewer. This may include:
 - a. FPE's that are itinerant vendors, either truck or cart, with no fixed sewer connection;
 - b. FPE's that meet the Class I or Class II definition; or
 - c. Facility's generating a volume of wastewater less than 250 gallons per day; or
 - d. Class III FPE's that do not employ frying, sautéing, baking or roasting of meats or the use of rotisseries, grills, smokers, or other methods and/or food items that have the potential to generate fats, oils or grease.
 2. Equipment/BMP Variances: At the request of the Permittee, the City Manager or their designee, at their sole discretion, may grant a variance from the equipment or BMP requirements of this Ordinance. Any change to the conditions of the variance must be reported to the City Manager or their designee for review within 30 days.
- G. Alternative Grease Removal Devices: The City or their designee, at their sole discretion, may approve these types of devices, depending on manufacturer's specifications and verified operations, on a case-by-case basis. Alternative devices shall be subject to written approval based on a demonstration prior to installation.
3. AGRU: AGRUs shall be prohibited at new FPEs, except as granted by variance at the discretion of the City or their designee per § 13.45.070 (B).
 4. AGRU Size: The AGRU design flow shall be sized by a licensed engineer according to the City's guidelines, including all connected fixtures and drains.
 5. AGRU shall have a removable lid on the top surface to facilitate inspection, cleaning and maintenance.
 6. Flow Control Device: AGRUs shall be equipped with a device to control the rate of flow through the unit and shall not exceed the design flow capacity.
 7. Cleaning and Maintenance: Each FPE shall be solely responsible for the cost of the AGRU installation, cleaning, and maintenance. The AGRU shall include a skimming device, automatic draw-off or other mechanical means to automatically separate fats and oils from the wastewater using a timer or level controller. The AGRU shall be connected to the electrical circuit by either hardwire or cord and plug. The AGRU shall operate no less than once per day.
- H. Other Approved Unit: If the Permittee requests the use of a unit other than an outdoor grease trap or an AGRU, the Permittee must demonstrate to the City Manager or their designee that the proposed unit can reliably meet the effluent limitations established in this Ordinance. Only after receiving approval from the City or their designee will the Permittee be authorized to install the proposed unit.

- I. An FPE that has been granted a variance shall have 30 days to report to the City or their designee and the Brookings Health Department any changes that cause a violation in the terms of the variance. Changes that may cause a violation to the terms of the variance may include but are not limited to hours of operation, food preparation techniques, or changes to the menu.

13.45.080 Fees and Billing:

- A. The fees provided for in this Ordinance are separate and distinct from all other fees chargeable by the City. All invoiced fees, pursuant to this Ordinance, shall become immediately due and owed upon receipt of invoice and shall become delinquent if not fully paid within 30 days after receipt. Any delinquent amount shall be subject to the late fee.
- B. Fines shall fall into four classifications: Reporting violations (including failure to apply for permit), numerical limits violations (local limits), BMP violations, and equipment installation violations. The City's current fees applicable to all applications and permits pursuant to this Ordinance will be adopted by resolution by the City Council. Violations will be assessed per Chapter 1.05 General Penalty.
- C. FPEs shall be responsible for any processing fees on payments made through third parties. Processing fees include but are not limited to credit card fees, online payment fees and collection fees.

13.45.090 Administrative Enforcement:

- A. Violations: If the City Manager or their designee records any deficiencies during an inspection, they will provide written or electronic Notice of Violation (NOV) to the FPE with instructions to correct the deficiency. An NOV shall be issued to an FPE for any one or more of the following violations:
 1. Failure to properly clean and maintain the grease trap in accordance with the provisions of the FOG Ordinance.
 2. Failure to report changes in operations.
 3. Failure to report an unauthorized grease discharge per § 13.45.050 (A)(7).
 4. Failure to maintain grease records, including documentation of pumping activities, GDF or receipts onsite at all times.
 5. Failure to provide access for trap/interceptor cleaning, inspection, or monitoring activities.
 6. Failure to obtain or renew a Discharge Permit in a timely manner.
 7. Failure to store grease in a proper container or dispose of grease at an approved facility.
 8. Failure to correct deficiencies noted in NOV within 30 days of notice for BMP violations. This violation shall be considered a second infraction.
 9. Failure to correct deficiencies noted in NOV within 60 days of notice for equipment violations. This violation shall be considered a second infraction.
 10. Any other failure to comply with the requirements of this Ordinance or conditions of any permit issued pursuant to this Ordinance.
 11. Within 30 days, the Permittee shall have the right to appeal the issuance of an NOV.
 12. All NOV's shall be addressed and corrections reported in writing to the City Manager or their designee within 30 days, except for repair or installation of equipment that must be completed and reported within 60 days, unless the FPE requests in writing an appeal or an extension. An appeal shall not be

grounds to extend the time requirements of this paragraph. Extensions will be granted at the sole discretion of the City Manager or their designee.

B. Enforcement Actions: Enforcement actions against FPEs in violation of this Ordinance shall be according to the following provisions.

- 1. Initial Violation Penalties: The City Manager or their designee may take enforcement actions against FPEs, including fines, consent agreements, compliance agreements or written agreements for voluntary compliance, or with any User or other person responsible for non-compliance. Such documents will include specific actions to be taken to correct the non-compliance within a time period specified by the document. Such documents shall be judicially enforceable. Corrective actions may include but are not limited to:**
 - a. Submittal of records for trap maintenance, immediate pump-out of the trap, or establishment of an ongoing contract with a Hauler or Renderer.**
 - b. Requirements for submittal of plans or upgrade of grease traps, including time frames for preparation of plans, acquisitions of necessary equipment, initiation of construction (including time for permit approval, where required), completion of construction and date for achievement of final compliance within the provisions of the NOV and this Ordinance.**
 - c. NOV Actions and Fines**
 - For the first violation in any 18-month period, an NOV will be issued with required corrective actions. Corrections must be made and reported or appealed within the time periods specified in § 13.45.090 (A)(11) and (12). At the sole discretion of the City Manager or their designee, a Tier 1 fine may be issued.**
 - For a second violation in any 18-month period, a second NOV and a citation will be issued pursuant to Chapter 1.05 BMC. [Ord. 07-O-590 § 5; Ord. 88-O-430 Art. XI § 2.] Additionally, the FPE will be required to bring the facility into full compliance. Where the FPE cannot meet this requirement immediately, the FPE will prepare a plan within 30 days of the NOV that outlines the soonest that equipment and other measures can be installed to meet full compliance. This plan will be submitted to the to the City for review and approval. Upon approval, the City Manager or their designee will issue a compliance schedule to meet the plan with milestones and specific time limits for each milestone. The plan will also specify that the FPE must report completion of each milestone within 10 days after the milestone is reached. If an FPE cannot meet a milestone, it shall report this within 10 days of the milestone, including additional efforts that will be taken to accelerate activities to continue to meet all future milestones leading to compliance.**
 - If a user of the system, including a Hauler, a Renderer, or an FPE, is discovered discharging FOG to a nonapproved discharge location (for instance, using a manhole in the City's wastewater collection system), enforcement for this action will be an immediate Tier 4 fine. This violation will not move through Tiers 1 through 3 as described above.**
 - The time schedule will be enforceable at the discretion of the City Manager or their designee for missed milestones and completion of the schedule.**
- 2. Continued Violations: If an FPE violates or continues to violate the provisions set forth in this Ordinance or fails to initiate/complete corrective action in response to an NOV(s), the City or their designee may pursue one or more of the following options:**
 - a. Referral to other appropriate enforcement agencies for further action, that is, the Brookings Health Department.**
 - b. Refer the NOV to the Brookings Health Department, recommending closure of the facility and/or denial of Food Service License renewal.**

3. The City may issue an immediate Cease and Desist Order when necessary to protect the public health, safety and welfare of the City or the environment.
4. Discharge Permit Revocation: Any Discharge Permit issued under the provisions of this Ordinance is subject to be modified, suspended, or revoked in whole or in part during its term for failure to comply with the terms of this Ordinance.
5. Any denial or revocation of a permit pursuant to this Ordinance may be appealed to the City. The Permittee shall have 15 days from date of notification of the permit denial or revocation to submit a written request for a hearing before the City. Failure to file an appeal constitutes acceptance of the decision to deny or revoke the permit and any conditions thereof.
6. If an appeal is filed, the City shall conduct a public hearing and decide within 60 days from receipt of appeal whether to grant the permit. The decision of the City shall be final. Cause for FOG Discharge Permit modification, suspension, or revocation shall include but not be limited to any one of the following:
 - a. Falsification of any information submitted as part of the application for the Discharge Permit.
 - b. Failure to comply with the requirements or regulations concerning discharges to the public sanitary sewer system.
 - c. Failure to comply with the requirements or regulations concerning grease interceptors/traps in this Ordinance.
 - d. Failure to pay required fees or penalties in a timely manner.
 - e. Failure to attend required BMP training courses if required by the City Manager or their designee.
 - f. When necessary to protect the public health, safety and welfare of the City.
7. Recovery of Costs: When a discharge causes any obstruction, damage or any other impairment to the public sanitary sewer system, damage to public or private property, or any expense of whatever character or nature to the City, the City shall assess the expenses incurred to clear the obstruction and/or repair damage to the system and any other expenses or damage of any kind or nature suffered by the City as a result thereof, including reimbursement for damage to private property. The City may file a claim with the User or other person that caused the obstruction, damage or other impairment for recovery of such costs, including any collection costs. If the claim is ignored or denied, the City shall notify the City Attorney to take such measures as shall be appropriate to recover any expense or to correct other damages suffered by the City.
8. Remedies Nonexclusive: The remedies for this Ordinance are not exclusive. The City may take any, all, or any combination of these actions against any person violating this FOG Ordinance.
9. Search Warrant: The City, through the City's Attorney, may seek to obtain a search warrant from the appropriate authority to gain access to an FPE's facility for the purposes of verification of compliance inspection and monitoring as provided for under §13.45.050 (A)(5) if such lawful entry has previously been denied by the FPE.
10. Citation to Superior Court: Notwithstanding any of the aforementioned, the City may cite any User to Superior Court for violation of any provision of this Ordinance. A violation of any condition or requirement of a Discharge Permit, or failure to obtain such a permit, shall be deemed to be in violation of this Ordinance.
11. Injunction and Other Relief: The City, through the City's Attorney, may file a petition in the name of the City in Superior Court or such other courts as may have jurisdiction seeking the issuance of an injunction, damages or other applicable law or regulation. Suit may be brought to recover any and all

damages suffered by the City as a result of any action or inaction of any person that causes or suffers damage to occur to the City's public sanitary sewer system.


- C. Upon issuance of a ~~fifth~~ third NOV in any 18-month period, any person found to have continued to violate any provision of this Ordinance, or any condition of a permit issued pursuant to this Ordinance, may be liable for an additional civil fine up to \$1,000 per violation. Each separate violation shall constitute a separate offense, and each day's continuance of a violation shall constitute a separate and distinct violation. In addition to the penalties provided herein, the City may recover attorney's fees, court costs, court reporter's fees and other expenses of litigation by appropriate suit at law against the person found to have violated this Ordinance or the orders, rules, regulations, and permits issued hereunder.

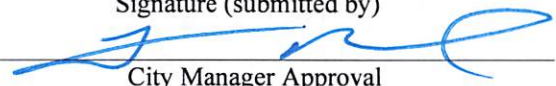
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 13, 2025

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject: Seacliff Terrace Storm Drain Improvements

Recommended Motion:

Authorize City Manager to proceed with the Dyer Partnership Task Order 109, for \$88,300, to develop plans for stormwater infrastructure upgrades on Seacliff Terrace.

Financial Impact:

\$88,300 from the Streets System Replacement Fund.

Background/Discussion:

The Seacliff Terrace Storm Drain Improvement project includes installing 650 lineal feet of underground stormwater pipe along Seacliff Terrace with the outfall to be located at the lower end of the road discharging into the mouth of the Chetco River. The project also includes the installation of stormwater collection basins at the intersection of Del Norte Lane and Memory Lane. Currently the stormwater travels from the surface of Del Norte and Memory Lane and runs down the surface of Seacliff Terrace. During a heavy rain event the stormwater jumps driveway approaches and causes light flooding on private properties on Seacliff Terrace. The lack of developed underground stormwater infrastructure in this area has also inhibited the ability to plan for street improvements (storm drain infrastructure & paving) on Musser Street, Hazel Street, Maple Street and Birch Street.

This project represents a small portion of a larger project identified in the City's 2016 Storm Drainage Masterplan. The project has been stalled due to a lack of utility easements from the Seacliff Terrace Home Owners Association (SCTHOA). In 2022 we received a request from the SCTHOA to consider installing the storm drainage pipe. Staff will develop utility easements to present to SCTHOA during the design portion of this project.

Dyer estimates the engineering work at \$88,300 and the construction at \$543,340. The project will be funded from the City of Brookings Streets System Replacement Fund.

Staff is recommending approval to proceed with the Dyer Task Order 109.

Attachment(s):

- a. Dyer Task Order 109

TASK ORDER 109
City of Brookings
SEA CLIFF TERRACE STORM DRAIN IMPROVEMENTS

SCOPE OF WORK: The City plans on installing a new storm drain system from the intersection of Del Norte Lane and Memory Lane along Sea Cliff Terrace approximately 650-feet to a new outfall in order to drain this system into the Pacific Ocean/Chetco River. This improvement is a portion of project no. 3-12 of the Storm Drain Master Plan and will include new 36-inch smooth wall HDPE storm drain line, catch basins, storm drain manholes, and new storm drain outfall structure.

SCOPE OF ENGINEERING SERVICES

The City needs engineering services for the design of these improvements, bidding period services, and construction administration. Engineering services include the following:

Design Period Services

- Project setup and management
- Coordinate with City staff, affected utilities, and conduct design review meeting with City staff. Arrive at concurrence on storm drain routing. Provide monthly progress reports to staff throughout the process.
- Route survey includes establishing project control with vertical datum based on 1988 NAVD and horizontal datum will be based on NAD83 based on Oregon Coordinate Reference System – Oregon Coast Zone. Topographic route survey will be completed for the proposed storm drain improvements. These surveys will concentrate from the intersection of Del Norte Lane and Memory Lane along Sea Cliff Terrace to the storm drain outfall. Survey will include underground utilities as located by the utility companies.
- Reduce field survey data including development of base map.
- Provide final construction documents including drawings. Final design plans will be developed in Auto-CAD Civil 3D, version 2022. The design will use City Standards wherever applicable.
- Provide final construction documents including technical specifications.
- Design review meetings will be conducted at 90 percent complete with plans and specifications. Comments received from Staff will be incorporated into the documents.
- Provide final estimated costs for construction and an estimated time line for construction. Submit construction documents to City for review and approval.

Bidding Period Services

- Prepare bidding documents including bidding requirements and contract documents. Prepare advertisement for bids and send to City-approved publications (City to pay advertising expense). Develop electronic copies (pdf) of final bidding documents and distribute to QuestCDN for bidders and suppliers to purchase and download. Reproduce bidding documents and distribute to Owner, Engineer, and interested bidders.
- Respond to bidder questions and prepare necessary addendums, if needed.
- Attend and perform bid opening at Dyer's Coos Bay office location.
- Review bids and recommend contract award based on public contracting rules. Prepare construction contracts for City approval. Issue Notice of Intent to Award, Notice of Award, and Notice to Proceed.

Construction Administration Services

- Provide construction management and administer construction contract. Notify City staff immediately of potential construction problems and recommend a cost-effective remedy in order to not delay the construction. Project Manager to make periodic site visits and review submittals. Attend and administer a Pre-Construction job meeting. Conduct project meetings with Contractor and Owner, as needed.
- Develop construction stakeout points and layout sheets for stakeout.
- Provide construction staking for the new storm drain line improvements.
- Project Representative will provide up to 160 hours of construction observation services during construction to observe progress of the overall work. (City to supplement construction observation services, if required).
- Review and process pay requests, change orders, and requests for information.
- Provide project closeout documents.

Schedule (anticipated)

- Design –January 2025 through April 2025.
- Bidding Period – May 2025 to June 2025.
- Construction – Summer 2025.

Assumptions and Exclusions

- All potholing of utilities (if needed) is to be performed by Owner.

- It is assumed that the new outfall will discharge above the ordinary high-water line and will not require permitting. Dyer will coordinate with the Army Corps of Engineers to verify permitting is not required at approximately 60% design completion. Should additional permitting requirements be identified as needed, they will be addressed in a task order amendment.
- It is assumed easements and/or property adjustments are being performed by City staff. Should any easements and/or property adjustments be identified as needing assistance by Dyer, they will be addressed in a task order amendment. Easements (if required) will not be stamped by a professional surveyor.
- It is assumed that the City will coordinate and perform any new street improvements along the new storm drain route, if required. This task order excludes paving beyond the trench limits required for the installation of the new storm drain lines, catch basins, storm drain manholes, and storm drain outfall structure. If additional street improvements are identified as needed with the assistance of Dyer, it will be addressed in a task order amendment.
- Geotechnical and Environmental Engineering is excluded from this task order. If these items are identified as needed, they will be addressed in a task order amendment.
- Tribal Coordination and additional requirements that may arise from submission of SHPO Clearance Form are excluded. Should additional requirements be identified as needed, they will be addressed in a task order amendment.
- Utility infrastructure (sanitary sewer lines and laterals, manholes, catch basins, storm drains, water lines, electrical, phone, gas, etc.) are assumed to be in fair condition and will be protected in place. It is assumed they will not require engineering review or correction beyond minor adjustments to finish grades. If these items are identified as replacement by the City, they will be addressed in a task order amendment.
- Utility Contractors are required to provide their own engineering and coordination for any utility modifications. The City shall be responsible for coordination with utilities.
- City to pay advertising expense.
- City to coordinate with private property owners and businesses.
- Engineer shall not be responsible for the construction Contractor's means and methods of construction or their means of safety.
- Construction claim support is excluded from this task order. If this item is identified as needed, it will be addressed in a task order amendment.
- Project is funded by the City of Brookings.

Proposed Fee

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement dated October 1, 2022. The estimated fee for the above-described scope of work is not to exceed a maximum of \$88,300 including all professional services and reimbursable expenses, unless approved by the Owner by amendment.

PAYMENT METHOD: Monthly Billing

City of Brookings

The Dyer Partnership
Engineers & Planners, Inc.

Tim Rundel, City Manager

Aaron Speakman, President

Date: _____


Date: _____

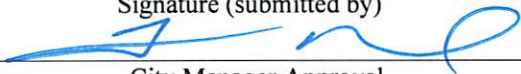
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 13, 2025

Originating Dept: PW/DS



Signature (submitted by)

City Manager Approval

Subject: Ransom Avenue Stormwater Improvements

Motion: Authorize City Manager to execute a contract with McLennan Excavation Inc. for the Ransom Avenue Stormwater Improvement Project in the amount of \$116,894

Financial Impact: \$116,894 from Streets System Replacement Funds (SRF)

Background/Discussion:

Staff has identified a section of old corrugated metal stormwater line approximately 200 feet along Ransom Avenue between Julie Drive and Chetco Avenue (US 101) that is in need of replacement. This section of stormwater line is listed as needing replacement in the City's 2016 Storm Drainage Masterplan. Staff has also identified the need for a new section of stormwater line on Homestead Road approximately 110 feet in length. The project also includes the completion of approximately 190 feet of curb gutter and sidewalk in the remaining portion between Julie Drive and Homestead Road.

The stormwater project proposed requires completion prior to the ODOT sidewalk project between Lucky Lane and Parkview Drive as there is a coordinated tie in to the new stormwater system developed in that project at Ransom Avenue. The ODOT sidewalk project is set to begin construction in early 2025.

Council approved the Dyer Partnership task order #105 on February 13, 2023 for the design and construction administration of the project. Dyer advertised the project for bid and received responses from two qualified local bidders. Dyer is recommending award to the lowest bidder McLennan Excavation Inc.

Bidders	Bid
McLennan Excavation Inc.	\$116,894
Tidewater Contractors Inc.	\$136,400

Attachments:

- a. Dyer Recommendation to Award Letter



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

December 19, 2024

Tony Baron, Public Works Director
City of Brookings
898 Elk Drive
Brookings, Oregon 97415

RE: City of Brookings
Ransom Avenue Improvements
Project No. 145.105

Dear Mr. Baron:

This letter is to recommend action by the City of Brookings in response to the bids received on December 18, 2024 at 2:00 PM for the above referenced project. Two bids were received. Both bids were responsive and responsible. There were minor irregularities on both bids. The McLennan Excavation, Inc. bid did not have the checkboxes marked for the Responsibility Affidavit. The bid from Tidewater Contractors, Inc. had a notary irregularity. The bids were in the following amounts:

1. \$116,894.00 by McLennan Excavation, Inc.
2. \$136,400.00 by Tidewater Contractors, Inc.

We recommend that the City of Brookings take the following action:

1. Accept the bids.
2. Award a contract to McLennan Excavation, Inc. in the amount of \$116,894.00.

It is our opinion that McLennan Excavation, Inc. has sufficient experience and qualifications to satisfactorily construct the project.

Assuming the City of Brookings and Council concurs with our recommendation; we have enclosed three copies of the Notice of Award. A representative for the City needs to sign all three copies after which they should be returned to our Coos Bay office. (***Please do not date the Notice of Award.***) We will date the Award following notification that the City of Brookings accepts the bids and is determined to award the project.

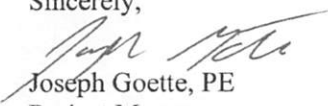
Pursuant to ORS279C.835, the Oregon Bureau of Labor and Industries requires that Form WH-81 be filled out by the contracting agency and sent to them with a copy of the first-tier subcontractor form, if applicable (ORS 279C.370), within 30 days of issuing the Notice of Award. The form is available at:

<https://www.oregon.gov/boli/WHD/PWR/docs/wh81.pdf>

The Owner is also responsible for payment of a Public Works fee to the Bureau of Labor & Industries. This payment is accompanied by Form WH-39 which is available at:

<https://www.oregon.gov/boli/WHD/PWR/docs/wh39.pdf>

Sincerely,


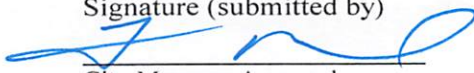

Joseph Goette, PE
Project Manager

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 13, 2025

Originating Dept: Administration


Signature (submitted by)

City Manager Approval

Subject: Intergovernmental Agreement for Wastewater Treatment Services with Harbor -Sanitary District for 2022-27.

Motion: Authorize the Mayor to execute the Intergovernmental Agreement for Wastewater Treatment Services with the Harbor Sanitary District as approved by the Harbor Sanitary District Board at their meeting of December 10, 2024.

Financial Impact: The City of Brookings receives on average \$300,000 in revenue.

Background/Discussion: The City Council approved a 5-year Intergovernmental Agreement (IGA) for Wastewater Treatment Services with the Harbor Sanitary District at its meeting of July 24, 2017. At its meeting of August 8, 2017, the Harbor Sanitary District approved the IGA with minor changes.

The City began negotiations in January of 2022 as the IGA was expiring on June 30, 2022. After 3 years of negotiations, the City and HSD came to a mutual agreement with minor changes to the Capital Improvement shared costs.

Attachments: 2022-2027 HSD Intergovernmental Agreement for Wastewater Treatment Services

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT SERVICES

This Intergovernmental Agreement for wastewater treatment services ("Agreement"), is hereby entered into by and between the Harbor Sanitary District (the "District"), a Sanitary Sewer District organized and operated pursuant to the provisions of ORS Chapter 450, and the City of Brookings (the "City"), a municipal corporation, organized and operated pursuant to the Constitution and Statutes of the State of Oregon and its City Charter.

RECITALS:

- A The District operates and maintains a collection system for sewage to serve the customers of the District. The District does not have facilities for treatment of the sewage collected. The sewage collected by the District is discharged into the City's sewage collection system for treatment by City's Wastewater Treatment Plant.
- B. The City owns and maintains a municipal wastewater treatment plant and related facilities. The City and the District both discharge sewage into the City's Wastewater Treatment Plant.
- C. The City operates its Wastewater Treatment Plant pursuant to authorization and permits issued by the Oregon Department of Environmental Quality ("DEQ").

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

- 1.01 Recitals.** The above recitals are true and accurate and are incorporated herein by this reference.
- 1.02 Acceptance of District Sewage.** The City agrees to accept sewage presently collected by the District and such additional sewage from new connections either inside or outside of the District's service area, so long as the new connections serve properties located within the City's urban growth boundary. The City reserves the right, in its sole discretion, to refuse to accept sewage from new connections either inside or outside of the City's service area that might cause the City's Wastewater Treatment Plant to exceed its treatment capacity or otherwise subject the City to regulatory enforcement activity. In determining whether to accept sewage from new connections, the City shall apply the same criteria or standards to all its customers, including the District, without discrimination.
- 1.03 Definition of Sewage:** For purposes of paragraph (1) hereof, the term "sewage" means domestic waste requiring no pretreatment and does not include hazardous substances or hazardous wastes as those terms are used in applicable environmental and water quality protection laws, regulations or ordinances of the United States, the State of Oregon, Curry County or the City.
- 1.04 New Sewer Connections.** The City shall not be required to serve any new

connections, either in or outside of the District's service area which would cause the City's Wastewater Treatment Plant to exceed the designed capacity for the City's Wastewater Treatment Plant.

- 1.05 Good Repair.** The City and District agree to maintain, operate and keep in good repair their respective sewer interceptors, trunk lines, collector mains, laterals, pumping stations, treatment plant and related facilities as necessary to give effect to this Agreement.
- 1.06 Interceptor Line.** The City agrees to maintain the interceptor sewer line from the discharge of the pressure mains crossing the Chetco River ending at the Oak Street and Highway 101 manhole to the City's Wastewater Treatment Plant. The flow capacity of such interceptor sewer line shall at all times be maintained as adequate to service the requirements of the District at the allocated capacity. The City shall maintain said interceptor line and appurtenant manholes as a part of its sewer collection system.
- 1.07 Treatment Plant.** The City shall be solely responsible for operation and maintenance of the City's Wastewater Treatment Plant and disposal system. The District will contribute to the costs of operating and maintaining the plant as provided herein.
- 1.08 District Facilities.** The District shall be responsible for the operation and maintenance of all sewer collection lines and facilities utilized by the District inside the District's service area, and all of the pressure mains to their discharge into the Oak Street and Highway 101 manhole.
- 1.09 New Facilities and Improvements.** The parties agree that the design, construction and inspection of all future sewer facilities and improvements within their respective service areas shall be in accordance with plans approved by the DEQ. Each party will have the right to inspect future plans for improvements that would impact the quantity or quality of the flow to the City's Wastewater Treatment Plant at any reasonable time before, during or after construction. The party constructing such improvements shall provide the other party with 30 days' prior notice of the date for commencement of construction of such facilities and improvements. In the event of an emergency necessitating work, the party responsible for the work shall give notice as soon as practicable.
- 1.10 District Enforcement.** The District agrees to take all necessary steps to adopt, keep current and enforce rules, regulations and standards concerning the collection and disposal of sewage within the District. Such rules, regulations and standards shall be compatible with current good engineering practice and consistent with the requirements and regulations of DEQ.
- 1.11 Fees and Charges.** The City will impose sewer user fees and such other charges, assessments, or taxes as may be necessary to pay all operating and maintenance expenses for the City's Wastewater Treatment Plant. The District will impose sewer user fees and such other charges, assessments or taxes as deemed necessary by the District in an amount sufficient to cover the City's charges to the District for its costs to treat the District's sewage as hereinafter set forth. The City agrees that it does not have legal authority to impose sewer user fees or taxes on the District or District customers.

- 1.12 Industrial Waste.** The City and the District agree to jointly develop, adopt and maintain an industrial waste control ordinance, applicable to the needs of both parties when an industrial customer, in either the City or District, as applicable, applies for sewer service.
- 1.13 Inflow & Infiltration.** The City and the District will each adopt and provide for enforcement of rules and regulations and safeguards against the entry into the sewer system of surface water, drainage water and water from rain collector systems and other matter or substance which is not permitted in the sanitary sewer system under present or future regulations of the DEQ.
- 1.14 Rules and Regulations.** The City and the District will put into effect such rules and regulations and carry out such policies as they determine to be advantageous, within their respective boundaries, to promote the most efficient operation of sewerage facilities and uninterrupted flow of sewage from the District's collection system to City's Wastewater Treatment Plant including the prevention of all nuisances, the reduction and the prevention, insofar as possible, of pollution of public waters and all other matters which will facilitate and promote cooperation between the parties and generally to carry out the intent of this Agreement.
- 1.15 Amendments.** Upon the request, in writing, of either party hereto, to initiate negotiations with the other party regarding proposed amendments to this Agreement, such negotiations shall commence in a timely manner.
- 1.16 Committee.** The City and District agree to form a City/District Coordinating Committee comprised of four (4) members, two (2) designated by the governing body of the City and two by the governing body of the District. The functions of the Committee shall include the review of the annual proposed City Wastewater Treatment Plant Budget, interagency sewage rate proposals developed by the parties, possible amendments to this Agreement and proposals for resolving conflicts arising from the administration of this Agreement and to make recommendations to the governing bodies of the parties. Each party may bring any necessary support staff to meetings of the committee.
- 1.17 Sewage Rate.** The term "sewage rate" includes, but is not limited to, the following fees to be charged by the City to the District: (i) user fees to recover the costs of capital improvements and the operation, maintenance and replacement of the Wastewater Treatment Plant, outfall facilities and interceptor line; (ii) system development charges; and (iii) other charges related to sewage treatment. Sewage Rate does not include any fees incurred by the City for the hauling, treatment or disposal of septic sewage or the cost of any capital improvements incurred to treat septic sewage.
- 1.18 Industrial Waste Permits.** The District and/or City will be responsible for any and all costs associated with industrial waste permit requirements for services within their respective boundaries, when an industrial customer, in either City or District, as applicable, applies for sewer service.
- 1.19 Budgeting.** Annually, as early as possible, and in no event later than April 30th of each year, City shall transmit to District its proposed draft budget for the operation of City's Wastewater Treatment Plant. The draft budget shall include the

revenues the City anticipates for Wastewater Resources, including the proposed revenues to be collected from District, transfers for administrative costs and Wastewater Plant operation and maintenance expenses, and any Wastewater Plant capital expenses listed elsewhere in the budget. City will make its best efforts to provide District with a preliminary draft budget no later than April 15th of each year.

- 1.20 Flow Meters and Sample Compiler.** The current location of the flow meters and sample compiler ("devices"), located at District's Pump Station 1 (as described in Exhibit "A" hereto) are agreeable to the City. Any change in the location of the flow meters or sample compiler must be approved by the DEQ and the City in writing. The District will allow the City's Engineer, accompanied by a District representative, to inspect the devices upon request. The City shall give the District advance notice of not less than 24 hours of any request for such inspection. The District shall have the performance of its flow meters evaluated by a DEQ-approved field verification process once per year and provide results to the City. If an issue with the performance of a flow meter is indicated by the results, then the District will repair or replace the device as necessary at its sole expense. The City will forward to the District its semi-annual certification report of its flow meter that measures incoming flow to the Wastewater Treatment Plant.
- 1.21 Collection of Samples.** District will be responsible for collecting samples of its wastewater on a weekly basis. The City will be allowed to observe the collection of the samples. The District will follow a prescribed sampling procedure, attached hereto as Exhibit "B." If the City's observer has a concern regarding the procedure, then he or she shall indicate that concern on the Chain of Custody form, attached hereto as Exhibit "C." Both City and District shall be provided copies of the Chain of Custody form, identified as Exhibit C, as soon as possible after it is generated.
- 1.22 Testing of Samples.** The City's lab will be used for the testing of samples for BOD and TSS collected by District. The City shall provide the District with a copy of the daily monitoring reports, total flow measurements, BOD and TSS test results as they become available.

2.0 OPERATION AND MAINTENANCE EXPENSES: CHARGES, RATES AND BILLING

- 2.01 Purpose.** The purpose of this section is to establish procedures for calculating the charges and rates for the City's cost of treating the District's sewage discharged into City's Wastewater Treatment Plant and billing the District for those charges.
- 2.02 Proportionate Share.** The District shall pay to the City its proportionate share of the annual cost of the City's operation and maintenance expenses for the treatment of the sewage discharged by the District to the City's Wastewater Treatment Plant. The proportionate share of the District's annual operation and maintenance cost payable to City shall be determined as follows:
- A. ACTUAL COSTS.** Operating and maintenance expenses shall be defined as actual costs to the City for the treatment of sewage, inclusive of flow, BOD and TSS. Annual operation and maintenance expenses shall also include a portion, to be annually determined, of the City's annual

administrative costs. For the purposes of this Agreement, the City's annual administrative costs shall be defined as the reasonable expenses of operating City offices or agencies that indirectly service, or otherwise have a relationship to, the City's Wastewater Treatment Plant.

B. MONTHLY PAYMENTS. During the term of this Agreement, the District shall make twelve (12) monthly payments during each fiscal year for operating and maintenance expenses to be computed by the City as follows:

1. The District's proportionate share of the total operation and maintenance expenses for City's Wastewater Treatment Plant shall be based on the District's proportion of the total sewage treated by the City's Wastewater Treatment plant during the previous one year period, from July 1 to June 30 of each year. The District's percentage contribution of sewage treated by the City's Wastewater Treatment Plant shall be determined by calculating the District's contribution of flow, BOD and TSS to the City's Wastewater Treatment Plant as evidenced by the flow meters and compilers identified in Section 2.02. The City's total flow, BOD and TSS shall be measured by the City at the flow meter located at the City's Wastewater Treatment Plant. The District's percentage contribution to the treatment plant based on the total flow, BOD and TSS treated at the City's Wastewater Treatment Plant shall be the cost allocation percentages for determining the weighted rate as provided in the March 1991 City of Brookings and Harbor Sanitary District Wastewater Rate Study, page 4-2, until a new study is completed. Those parameters are:

Treatment Parameter	Allocation Percent
Flow	50.7
BOD	39.1
TSS	10.2

Treatment Plant from July 1 to June 30 of each year by the total flow, BOD and TSS treated at the City's Wastewater Treatment Plant for the same time period to reach a separate percentage for flow, BOD and TSS and multiplying the resulting separate percentage contribution by the District for flow by 50.7%, for BOD by 39.1% and for TSS by 10.2% and then totaling the resulting three percentages.

For purposes of this Agreement, a month is defined as a full calendar month.

2. The proportion of the District's contribution of flow, BOD and TSS to the City's Wastewater Treatment Plant, as determined in Section 2.02. B.1 above, shall then be multiplied by the actual operations and maintenance expenses paid by the City for the period from July 1 through June 30 of the previous year. The resulting amount shall then be increased by 5% to reach the final amount due from the District for each annual payment. Due to the fact that the City will not have final actual figures until August or September, the parties agree that for the months of July, August and September, the District will pay the same monthly amount for operations and maintenance as in the prior fiscal year.

Beginning in October of each year, after the actual expenditures for operations and maintenance have been reconciled and increased by 5% as stated herein, the City will credit the District with payments made during July, August and September by the District and divide the outstanding balance for annual operations and maintenance payment by nine. The City will then invoice the District by that amount for the months of October through June for operations and maintenance expenses. This credit is separate and apart from any credit or balance owing from the annual reconciliation of the previous fiscal year that is the subject of Section 2.06. The District will remain obligated to pay its proportionate share of the actual expenses as determined through the annual reconciliation process described in Section 2.07 herein.

- 2.03 Annual Budget.** The City shall provide the District with its projected annual budget for operation and maintenance expenses for the City's Wastewater Treatment plant not later than April 30th of each year. The City/District Coordinating Committee shall conduct at least one meeting prior to May 30th to review the proposed budget. The City shall include in its proposed annual budget to be provided to District, its annual administrative costs applicable to the operation and maintenance of City's Wastewater Treatment Plant, as provided herein in Section 2.02.A.
- 2.04 Other Costs.** Annual operation and maintenance expenses as defined above, including administrative costs, shall not include costs to either party of keeping track of, billing and collecting sewer charges from customers, the charges so made, and said costs are to be the sole responsibility of each party within its respective boundaries.
- 2.05 Billing Statements.** The City hereby agrees to mail or email a billing statement to the District, to be post-marked or emailed no later than the 5th working day of each month, for the monthly amount due the City from District for the current month's operation and maintenance expense for the City's Wastewater Treatment Plant (sample monthly statement and invoice are attached hereto as Exhibit "D"). The District shall pay the amount due the City for operation and maintenance expense upon receipt of City's monthly billing for these expenses, but, in any event, no later than the 25th day for each month a billing from the City is received. Payment after the 25th day of each month will be made in accordance with the delinquent and late fees established by the City of Brookings applicable to all sewer customers. Payment will be made by cash or check of readily available funds to the City of Brookings at City Hall, 898 Elk Drive, Brookings, Oregon 97415.
- 2.06 Annual Reconciliation.** After the City is in receipt of the District's payment for May usage, the City shall pre-reconcile actual payments from the District against what the actual annual expenses are for the period ending May 31st of that year. If there is a credit due, it will be applied against the June billing statement for June. If there are additional monies due, the difference will be included on the June invoice.
- A Not later than September 1st of each year the final reconciliation for the prior

fiscal year's actual payments from the District will be reconciled against what the actual annual operation and maintenance expenses were for the previous fiscal year. If there is a credit due, the City will have up to six (6) months to apply a credit to the District's account or to issue a refund. Any refunds or credits issued within sixty (60) days will be interest free. The balance of the credit due after sixty (60) days will bear interest at the rate of 9% per annum. If there are additional monies due from the District to the City, the District will have up to six (6) months to pay the balance to the City. Payments made within sixty (60) days will be interest free. The balance after sixty (60) days will bear interest at the rate of nine percent (9%) per annum, unless otherwise agreed to by the parties.

- 2.07 Accounting.** All sums received from the District for operation and maintenance expenses shall be accounted for based on generally accepted accounting principles and used solely for Waste Water Treatment Plant/Outfall System operation, maintenance and replacement.

3.0 PAYMENTS TO CITY OF SDC COLLECTED

- 3.01 System Development Charges.** Subject to Section 3.03 and 3.04 herein, the District agrees to adopt by District resolution, as part of the District's System Development Charge, the components of the City's system development charge, applicable to the District, as established by legally adopted City ordinance for replacements and improvements to the sewage treatment plant, outfall system and the interceptor line constructed in approximately 1975. However, no portion of the City's SDC collected by District from District customers shall be expended by City for any expenses for the City's sewage collection system, except for that portion of the system described in Section 5.0. All SDC's collected by the District from District customers and sent by District to the City shall be accounted for and shall be dedicated for expansion of the Wastewater Treatment Plant capacity and for debt service associated with past Treatment Plant capacity expansion. The improvement fee portion of the City's SDC may only be used to pay for capacity expansion projects and the reimbursement portion of the City's SDC shall only be used to pay for eligible debt service and other eligible expenses and these amounts shall be accounted for by the City.
- 3.02 Eligible Expenditures.** No later than April 30th of each year the City shall submit to the District information on the estimated annual expenditures to be made by City for capital improvements to its Wastewater Treatment Plant which are eligible for payment from SDC funds.
- 3.03 Annual Increase in City's SDC.** The District shall increase or decrease the City's component of the District's SDC per EDU rate annually, before July 1st of each year, when advised by the City, no later than June 15th of each year, that the City has or will increase its SDC and the amount of the increased SDC. The District will contact the City and request the change, if any, in the City's SDC prior to June 15th of each year.
- 3.04 Direct Payment of SDC's to the City.** When the District receives an application for a new connection to the District's sewer system, the District shall refer the applicant to the City for direct payment to the City for the City's component of the District's current System Development Charge. The City will provide each applicant with a receipt for payment of the System Development Charge for

presentation to the District. The District agrees not to permit any new connection to the District's sewer system until it has verified that the applicant has paid the City the System Development Charge, as established by City Ordinance, and adopted by resolution of the District as a component of the District's SDC.

- 3.05 District Credit.** The City shall credit each SDC payment it receives from an applicant for a new sewer connection within District only to those capital improvement expenses for the City's Wastewater Treatment plant eligible for payment by SDC monies, System Development Charges collected by City pursuant to this agreement shall then be accounted for in an SDC Treatment Fund. Proposed appropriations from this Fund shall be reviewed as a part of the annual budget process. The City shall apply each SDC collected as a Credit in the monthly statement as shown in Exhibit D. The table in Exhibit D, including the SDC credits, shall be used in the annual reconciliation as described in Section 2.06. If SDC payments are collected by the City after the billing date but before the due date of the monthly billing, the District shall include an accounting of the payments made to the City by the District customers with the monthly payment.

4.0 CAPITAL IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

- 4.01 Capital Improvements.** The District agrees to pay its proportionate share of the cost of capital improvements to the City's Wastewater Treatment Plant, transmission facilities and outfall system ("Capital Improvement Costs") as provided herein. The amount due the City shall be based on the actual cost of any capital improvement, including pre-design, engineering, project management costs and debt service, not the budgeted cost. "Debt service" shall include principal, interest and fees related to financing capital improvements. If the District pays for components of a capital improvement project that are paid for in cash by City and District and later debt-financed as part of the larger project, then after financing is obtained, the City shall give the District a credit for the payments already made by the District. The District shall then pay its proportionate share of the annual debt service as described in Section 4.02.A. below.
- A. Hauled Septic Waste.** The District shall not be responsible for pay for any capital improvements for City's Wastewater Treatment Plant for improvements to treat hauled septic waste, hauled to the City's Wastewater Treatment Plant by commercial providers.
- 4.02 Proportionate Share.** The District's proportionate share of Capital Improvement Costs for City's Wastewater Treatment Plant that District shall pay to City shall be determined as follows:
- A. New Capital Improvement Costs.** The District's proportionate share of the Capital Improvements Costs for new structures, components, facilities and equipment, as well as their subsequent replacement and repair, to expand the capacity of or to comply with State-mandated regulations associated with the operation of the City's Wastewater Treatment Plant shall be determined by using the same formula as is used in Section 2.02 B 1. And 2.)
- 4.03 Use of Payments.** All sums received from the District by the City for capital improvements to the City's Wastewater Treatment Plant, shall be used by the City solely for Capital Improvements Costs at the Wastewater Treatment Plant as defined in Section 4.01.

4.04 Billing. Billing for Capital Improvements shall be as follows:

A. For amounts due pursuant to 4.02.A., for debt-financed New Capital Improvement Costs, City will notify District of the amount due for its proportionate share for debt-financed capital improvements and when the first payment is due from District (i) at the time the City closes on a loan for said capital improvement, (ii) when a capital improvement project reaches final completion, or (iii) sixty (60) days after substantial completion, whichever occurs first. The notice from City will include the City providing District with the City's debt schedule for each individual debt-financed capital improvement. District may pay its proportionate share for the debt-financed capital improvement in one lump sum cash payment or in equal monthly payments for the remaining life of the loan.

If the District chooses to pay cash for a debt-financed capital improvement, it must so notify the City in writing prior to the City applying for said financing. In order to provide this advance notice, the City shall notify District within a reasonable time, but not less than 30 days before the City applies for a loan for New Capital Improvements, of the proposed amount to be financed for the New Capital Improvements and what the District's proportionate share will be of the amount proposed to be financed. The District shall notify the City of its election to pay cash for its share of the amount proposed to be financed within 30 days of the date of the City's notice.

If the District has notified the City of its decision to pay cash for its proportionate share of a New Capital Improvement, and the amount to be financed by the City increases by more than 15% from the proposed amount to be financed as provided to the District in the City's notice, then the District may elect to finance its proportionate share of the amount over and above the proposed amount contained in the notice from the City.

B. For amounts due pursuant to 4.02.A. for capital improvements that are not debt-financed, the District shall pay its proportionate share of the anticipated cost of capital improvements in either one lump sum payment or in equal monthly payments for the remaining months in the fiscal year or sixty (60) days, whichever is more. The City will notify District of the amount due for its proportionate share for capital improvements pursuant to 4.02.B. and when the first payment is due from District at the time (i) said capital improvement project reaches final completion, or (ii) sixty (60) days after substantial completion, whichever occurs first.

4.05. Annual Budget. Anticipated Capital Improvement expenses shall be included in the annual budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include a capital improvement projects list that includes all wastewater treatment capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project.

4.06. Annual Reconciliation. Capital Improvement payments for new Capital Costs from the District to the City shall be reconciled against actual costs in accordance with Section 2.06 herein.

5.0 INTERCEPTOR LINE(S)

- 5.01 Annual Fee.** The District shall pay to City an annual fee for the maintenance and operation of the interceptor line which is used to transmit sewage delivered from the District sewage collection system to the City collection system in the amount of \$6,300.00 per year.
- 5.02 Maintenance.** For purposes of this section 5.0, the term "maintenance" shall mean any work that is not required to be capitalized. Generally, this means work that is either reoccurring, such as inspections, cleaning, incidental repairs or sealing leaks, etc. The District shall pay for 57% and the City shall pay 43% of the cost of maintenance. The City shall notify the District prior to the City performing any maintenance on the interceptor line if such maintenance is not due to an emergency. In the event the City is required to perform maintenance on the interceptor line under circumstances where prior notice of such maintenance is not possible, City agrees to provide District with notice of the maintenance and the amount spent on such maintenance as soon as reasonably possible under the circumstances, but in no event later than five (5) working days after such maintenance is performed.
- 5.03 Capital Improvements.** For purposes of this section 5.0, the term "capital improvement" shall mean any work that is required to be capitalized. A capital improvement is the addition of a permanent structural change or the restoration of some aspect of an asset that will either enhance the asset's overall value, increase its useful life or adapt it to a new use. The District and the City shall share the costs of capital improvements to the interceptor line. The District shall pay for 57% and the City shall pay 43% of the cost of capital improvements. These percentages are the respective allocated capacity of the interceptor line for District and City.
- 5.04 Billing.** For amounts due City, the District shall pay in 12 equal monthly payments pursuant to Section 2.05 herein.
- 5.05 Annual Budget.** Anticipated interceptor line maintenance expenses shall be included in the annual collections budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include any interceptor capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project.
- 5.06 Annual Reconciliation.** Interceptor line capital improvement payments from the District to the City shall be reconciled against actual capital improvement costs in accordance with Section 2.06 herein.

6.0 MISCELLANEOUS PROVISIONS

6.01 Termination. This Agreement is retroactive to July 1, 2022 and shall automatically terminate June 30, 2027. The parties shall begin meeting 12 months prior to the Agreement's termination to begin negotiating any desired changes. The parties agree to negotiate in good faith to reach a new agreement.

6.02 Notice. Any notice given pursuant to this Agreement must be addressed to the party at the address listed below and sent first class, postage prepaid to the following applicable address:

If to City of Brookings:
City of Brookings
898 Elk Drive
Brookings, OR 97415

If to Harbor Sanitary District:
Harbor Sanitary District
P.O. Box 2457
Brookings, OR 97415

Notice shall be deemed given on the date of personal delivery or 3 days after deposit in the U.S. mail. Either party may change its address for delivery of notice by complying with this section.

6.03 Integrated Agreement. This Agreement is the entire agreement of the parties with respect to the subject matter contained herein. Any prior agreements regarding this subject matter are void and no longer of any force or effect, specifically including, but not limited to, the 1989 Memorandum of Understanding, the 1989 Intergovernmental Agreement, the 2007 Memorandum of Understanding and the 2007 Intergovernmental Agreement.

6.04 Waiver. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default under this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

6.05 Modification. Any amendment or modification of this Agreement must be in writing and signed by both parties to be valid and enforceable.

6.06 Headings. Headings and captions in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

6.07 Attorney's Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that is based thereon, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, *in* which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions or objections to, or requests to modify or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).

6.08 Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the offending provisions be severed from the Agreement and that the remaining provisions of this Agreement be unaffected thereby.

6.09 Arbitration Required/ Mediation First Option. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., or an equivalent service in the event that the Arbitration Service of Portland, Inc., no longer is in existence, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the above named organization or any other mediation process or mediator as the parties may agree upon. The mediation and/or arbitration shall be held in the City of Brookings or the unincorporated area of Curry County known as Harbor. The parties shall split the mediator's and/or arbitrator's fees equally.

Controversies involving a claim of \$250,000.00 or less shall be heard by one arbitrator. Controversies involving a claim of more than \$250,000.00 shall be heard by a panel of three arbitrators.

IN WITNESS WHEREOF, the parties to this Agreement have duly approved and caused this Agreement to be executed this _____ day of _____, 2024.

CITY OF BROOKINGS

By: Major, Isaac Hodges

ATTEST:

Brooklyn Osterhage, City Recorder

HARBOR SANITARY DISTRICT


By: John Donnelly, Board Chairman

ATTEST:


Gary Chapman, Board Secretary

EXHIBITS:

- A: Location of HSD Flow Meters and Sample Compiler
- B: Procedure for Sampling
- C: Chain of Custody Form
- D: Sample Monthly State and Invoice

001:60-7270-11-29-04.DWG



**EXHIBIT B:
PROCEDURE FOR SAMPLING**

Start Sampler

1. Close the gate.
2. Open wet well door #4 (door with hose probe-end soaking in bucket).
3. Remove the hose probe from bucket and lower it into the wet well.
4. Close and lock the wet well door.
5. Go into the building to the refrigerator and take out the sample jug. Take the sample jug to the wet well and empty it.
6. Fill the container with clean water and rinse it 3 times.
7. Place the empty container back in the refrigerator, insert sample tube through the hole in the lid and close the refrigerator door.
8. Open the sampler pump cover on the top of the refrigerator:
 - **Press ON**
 - **Press the UP arrow to select RUN**
 - **Press ENTER**

The unit will automatically purge the line and take the first sample.

Sample Start Is Complete.

End Sampler

1. Close the gate
2. Open wet well door #4 but leave the orange grated door down for fall protection.
3. Remove the hose-probe from the wet well and scrub it using hot soapy water.
4. Place probe into bucket with clean water.
5. Go into the building and open the refrigerator:
 - **Remove the sample jug from the refrigerator and take it to the wet well.**
 - **Mix the sample side to side until it is well homogenized before pouring it into the sample container**
 - **Fill the H.S.D. sample container**
 - **Empty the remaining liquid into the wet well.**

(CAUTION: SPILL HAZARD-WASTEWATER)

6. Fill the sample jug with warm soapy water and scrub the inside of the jug and use that water to purge/clean the line.
7. Dump the remaining water into the wet well and rinse the sample jug with clean water.
8. Fill the sample jug with clean water and use the clean water to purge/rinse the line. (Rinse the line 3 times).
9. Empty the sample jug and put it back in the refrigerator.

The PURGE button looks like a pipe with bubbles.

**EXHIBIT C:
CHAIN OF CUSTODY FORM**

This form shall be utilized with the collection and transfer of each wastewater sample collected pursuant to this Agreement.

**HARBOR SANITARY DISTRICT
WASTEWATER SAMPLE FORM**

Sample Collection by HSD

Sample Started Date: _____ Time: ____ am/pm By: _____

Sample Collected Date: _____ Time: ____ am/pm By: _____

Temp: ____ °C

Brookings Observer (if any): _____

Notes:

Sample Delivery to City Lab

Sample Delivered Date: _____ Time: ____ am/pm By: _____

Temp: ____ °C Sample: ____ Accepted ____ Rejected

Received by: _____

Notes:

STATEMENT

[illegible]

City of Brookings / Harbor Sanitary District
Intergovernmental Agreement
Page | 19

EXHIBIT D:
SAMPLE MONTHLY STATEMENT AND INVOICE



INVOICE

DATE: 12/01/2024

BILL TO

**Harbor Sanitary District
PO Box 2457
Brookings, OR 97415**

DESCRIPTION	
December 2024 Billing	\$19,230.48
TOTAL	\$19,230.48

SUBMIT PAYMENT TO:

**City of Brookings
898 Elk Dr
Brookings, OR 97415**

**EXHIBIT D:
SAMPLE MONTHLY STATEMENT AND INVOICE**

**Invoice for Harbor Sanitary District
Estimated Billing
2024-25**

	2023-24 <u>Actual</u>	<u>Actual+ 5%</u>	<u>Annual</u>	<u>Monthly</u>
<u>Operations:</u>				
Treatment budget:				
Personnel Services	46,286.13	48,600.44		
Materials and Services	1,123,739.99	1,179,926.99		
Transfer Admin costs - tmt only	13,643.00	14,325.15		
	1,183,669.12		1,242,852.58	
Flow/BOD!TSS % 12 mo running average (7/23-6/24)			24.16%	
Estimated cost - Operations			300,273.18	
<u>Capital Improvements:</u>				
Operating budget		2,384.49		
System Replacement budget *				
			2,384.49	
Flow/BOD!TSS % 12 mo running average (7/23-6/24)			24.16%	
Estimated cost - Capital Improvements			576.09	
Interceptor			6,300.00	
Debt Service			TBD \$ _ _ _ _	
Total Estimated Cost 2024-25			307,149.27	
Payments made through 9/30/2024			(134,074.98)	
SOC credits as of 9/30/2024			0.00	
			<hr/>	
			<u>173,074.29</u>	19,230.48

* District will be notified and billed for new capital improvements per Section 4.04 of agreement.

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/11/2024	87215	1	Chelsea Bullock	20-00-2005	3.74- V
12/24	12/11/2024	87673	1	Robin Deshazer	20-00-2005	82.88- V
12/24	12/11/2024	87795	1	Michael Schrum	20-00-2005	2.97- V
12/24	12/11/2024	87829	1	Maria Des Anaya	20-00-2005	233.31- V
12/24	12/11/2024	87855	1	Sandi Gascon	20-00-2005	125.63- V
12/24	12/11/2024	88137	3	Freitagail Ryan	20-00-2005	184.41- V
12/24	12/11/2024	88199	1	Amanda Barton	20-00-2005	75.69- V
12/24	12/11/2024	88373	6021	Fely's Cafe	32-00-2005	960.00- V
12/24	12/11/2024	88409	1	Horizon Consulting Inc	20-00-2005	126.31- V
12/24	12/11/2024	88490	1	Lorin Hodge	20-00-2005	31.48- V
12/24	12/11/2024	88492	1	Joan Taylor	20-00-2005	120.00- V
12/24	12/11/2024	88743	1	Kevin Kelly	20-00-2005	107.48- V
12/24	12/11/2024	89341	1	Flowrene Sung	20-00-2005	221.29- V
12/24	12/11/2024	89444	1	Patrick Averbook	20-00-2005	28.42- V
12/24	12/11/2024	89446	1	Lester Dearwester	20-00-2005	102.78- V
12/24	12/11/2024	89656	1	Tristan Taylor	20-00-2005	125.62- V
12/24	12/11/2024	89686	1	Kenna Graunke	20-00-2005	10.66- V
12/24	12/11/2024	89878	1	Leslie Wood	20-00-2005	60.00- V
12/24	12/11/2024	89914	4	Kayla Klein	10-00-2005	37.50- V
12/24	12/11/2024	90115	1	Bruce Greene	20-00-2005	60.00- V
12/24	12/11/2024	90402	1	Zachary Crehan	20-00-2005	196.78- V
12/24	12/11/2024	90404	1	Stacy Mallie	20-00-2005	130.64- V
12/24	12/11/2024	90406	1	Jacob Butler	20-00-2005	8.23- V
12/24	12/11/2024	90694	1	Scott Vanwesterhuyzen	20-00-2005	282.91- V
12/24	12/11/2024	90708	4	Monarch Gardens Memory Care	10-00-2005	342.00- V
12/24	12/05/2024	92674	5908	Amazon Capital Services	10-00-2005	1,028.94
12/24	12/05/2024	92675	4939	Bi - Mart Corporation	10-00-2005	191.33
12/24	12/05/2024	92676	313	Brookings Vol Firefighters	10-00-2005	2,250.00
12/24	12/05/2024	92677	715	Budge McHugh Supply	20-00-2005	1,973.85
12/24	12/05/2024	92678	6039	Business Oregon	10-00-2005	9,980.00
12/24	12/05/2024	92679	5567	CAL/OR Insurance Agency	30-00-2005	683.33
12/24	12/05/2024	92680	5070	Canon Solutions America	10-00-2005	73.83
12/24	12/05/2024	92681	6031	Cascade Home Center	10-00-2005	910.27
12/24	12/05/2024	92682	3015	Charter Communications	30-00-2005	749.96
12/24	12/05/2024	92683	5822	Chaves Consulting Inc	49-00-2005	370.20
12/24	12/05/2024	92684	5952	Chetco Auto Marine & Industrial Supply	10-00-2005	52.35
12/24	12/05/2024	92685	3834	Clean Sweep Janitorial Service	10-00-2005	1,975.00
12/24	12/05/2024	92686	5827	Coastal Investments LLC	10-00-2005	960.00
12/24	12/05/2024	92687	182	Coos-Curry Electric	10-00-2005	11,893.66
12/24	12/05/2024	92688	4534	Daily Journal of Commerce Oregon	15-00-2005	520.70
12/24	12/05/2024	92689	317	DCBS - Fiscal Services	10-00-2005	1,118.64
12/24	12/05/2024	92690	1	Morris Cates	20-00-2005	14.21
12/24	12/05/2024	92691	1	Darren & Alexis Saunders	20-00-2005	300.00
12/24	12/05/2024	92692	4714	Dept of Consumer & Business Services	25-00-2005	44.80
12/24	12/05/2024	92693	2186	Ferguson Waterworks #3011	20-00-2005	1,351.97
12/24	12/05/2024	92694	5432	First Community Credit Union	25-00-2005	3,560.00
12/24	12/05/2024	92695	269	Grainger	20-00-2005	310.36
12/24	12/05/2024	92696	6030	Hartwick Automotive LLC	10-00-2005	286.24
12/24	12/05/2024	92697	6314	The Kroger Company	51-00-2005	7,500.00
12/24	12/05/2024	92698	6065	Local Government Law Group PC	10-00-2005	1,812.00
12/24	12/05/2024	92699	4641	Majestic Marble & Countertops	50-00-2005	2,134.00
12/24	12/05/2024	92700	6237	Miller Nash LLP	10-00-2005	380.00
12/24	12/05/2024	92701	4269	Gary Milliman	10-00-2005	325.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/05/2024	92702	2	Chitomy Bualuay	10-00-2005	2.00
12/24	12/05/2024	92703	5008	Online Information Services	10-00-2005	131.34
12/24	12/05/2024	92704	4332	Oregon Assoc Chiefs of Police	10-00-2005	198.23
12/24	12/05/2024	92705	4794	Pacific Rim Copy Center	50-00-2005	325.80
12/24	12/05/2024	92706	252	Paramount Pest Control	10-00-2005	225.00
12/24	12/05/2024	92707	4	Angelina Arroyo	10-00-2005	258.00
12/24	12/05/2024	92708	4	Christopher Barrett	10-00-2005	266.00
12/24	12/05/2024	92709	4	Jonathan Lopez	10-00-2005	266.00
12/24	12/05/2024	92710	4	Ray Marrington	10-00-2005	266.00
12/24	12/05/2024	92711	4	Kate Parsons	10-00-2005	258.00
12/24	12/05/2024	92712	322	Postmaster	25-00-2005	1,200.00
12/24	12/05/2024	92713	5768	Proficient Auto Center Inc	20-00-2005	321.83
12/24	12/05/2024	92714	380	Stadelman Electric Inc	10-00-2005	10,552.56
12/24	12/05/2024	92715	5623	True North Equipment LTD	25-00-2005	859.84
12/24	12/05/2024	92716	2863	Verizon Wireless	10-00-2005	715.56
12/24	12/05/2024	92717	861	Village Express Mail Center	10-00-2005	80.83
12/24	12/05/2024	92718	5223	WesTek Marketing LLC	30-00-2005	1,200.00
12/24	12/12/2024	92719	5908	Amazon Capital Services	10-00-2005	449.65
12/24	12/12/2024	92720	6121	AutoZone Inc	10-00-2005	35.80
12/24	12/12/2024	92721	4939	Bi - Mart Corporation	10-00-2005	22.57
12/24	12/12/2024	92722	6072	Salmon Run Golf Course	10-00-2005	54,076.00
12/24	12/12/2024	92723	5567	CAL/OR Insurance Agency	25-00-2005	10,603.17
12/24	12/12/2024	92724	4713	Corpro Companies Inc	20-00-2005	995.00
12/24	12/12/2024	92725	284	Day Management Corp	10-00-2005	150.00
12/24	12/12/2024	92726	4714	Dept of Consumer & Business Services	10-00-2005	44.80
12/24	12/12/2024	92727	5951	Executech Utah LLC	49-00-2005	32.90
12/24	12/12/2024	92728	153	Ferrellgas	25-00-2005	300.94
12/24	12/12/2024	92729	6265	H&S Energy Group	10-00-2005	3,023.74
12/24	12/12/2024	92730	139	Harbor Logging Supply	50-00-2005	526.38
12/24	12/12/2024	92731	5754	iFocus Consulting Inc	49-00-2005	2,575.00
12/24	12/12/2024	92732	5858	Jacobs Engineering Group Inc	53-00-2005	52,555.40
12/24	12/12/2024	92733	5858	Jacobs Engineering Group Inc	25-00-2005	140,880.83
12/24	12/12/2024	92734	3159	NorthCoast Health Screening	25-00-2005	85.00
12/24	12/12/2024	92735	6145	Oregon State Treasury	32-00-2005	3,660.73
12/24	12/12/2024	92736	1251	Performance Promotions	10-00-2005	936.02
12/24	12/12/2024	92737	207	Quill Corporation	10-00-2005	289.31
12/24	12/12/2024	92738	444	Secretary of State	75-00-2005	300.00
12/24	12/12/2024	92739	444	Secretary of State	10-00-2005	450.00
12/24	12/12/2024	92740	6243	Southern Oregon Trees and Stumps LLC	10-00-2005	2,000.00
12/24	12/12/2024	92741	797	Town & Country Animal Clinic	61-00-2005	204.00
12/24	12/12/2024	92742	4542	Umpqua Bank	45-00-2005	5,322.00
12/24	12/12/2024	92743	4734	Vestis Services LLC	10-00-2005	120.00
12/24	12/12/2024	92744	861	Village Express Mail Center	10-00-2005	12.46
12/24	12/12/2024	92745	2122	Cardmember Service	10-00-2005	10,715.02
12/24	12/12/2024	92746	169	Waste Connections Inc	61-00-2005	292.20
12/24	12/12/2024	92747	6315	The Wicked Pig Catering	10-00-2005	1,500.00
12/24	12/19/2024	92748	5908	Amazon Capital Services	10-00-2005	852.09
12/24	12/19/2024	92749	6032	Bicoastal Media LLC	32-00-2005	750.00
12/24	12/19/2024	92750	4532	Brookings Harbor School District 17c	62-00-2005	269.80
12/24	12/19/2024	92751	173	Curry Equipment	15-00-2005	873.92
12/24	12/19/2024	92752	1	Denis Burduja	20-00-2005	142.99
12/24	12/19/2024	92753	1	Jennifer Pearce	20-00-2005	185.71
12/24	12/19/2024	92754	2186	Ferguson Waterworks #3011	20-00-2005	1,329.66
12/24	12/19/2024	92755	6265	H&S Energy Group	10-00-2005	3,353.06
12/24	12/19/2024	92756	1130	H.D. Fowler	20-00-2005	573.40
12/24	12/19/2024	92757	6030	Hartwick Automotive LLC	15-00-2005	149.24

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/24	12/19/2024	92758	5835	ORCA Heating & Refrigeration Inc	15-00-2005	370.90
12/24	12/19/2024	92759	6043	Oregon Dept of Agriculture	10-00-2005	50.00
12/24	12/19/2024	92760	4	Curry County Chamber of Commerce	10-00-2005	470.00
12/24	12/19/2024	92761	4	Zachariah Welter	10-00-2005	266.00
12/24	12/19/2024	92762	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
12/24	12/19/2024	92763	207	Quill Corporation	10-00-2005	1,137.25
12/24	12/19/2024	92764	6233	Michelle Robidoux	10-00-2005	19.99
12/24	12/19/2024	92765	267	SeaWestern Fire Fighting Equip	50-00-2005	36,200.00
12/24	12/19/2024	92766	432	USA BlueBook	25-00-2005	372.20
12/24	12/19/2024	92767	169	Waste Connections Inc	25-00-2005	1,752.32
12/24	12/26/2024	92768	5070	Canon Solutions America	10-00-2005	337.00
12/24	12/26/2024	92769	259	Da-Tone Rock Products	20-00-2005	586.56
12/24	12/26/2024	92770	1	Jason Aydt	20-00-2005	287.27
12/24	12/26/2024	92771	1	Steven Bailey	20-00-2005	28.40
12/24	12/26/2024	92772	2640	Dyer Partnership	52-00-2005	7,800.65
12/24	12/26/2024	92773	1130	H.D. Fowler	20-00-2005	491.86
12/24	12/26/2024	92774	6030	Hartwick Automotive LLC	25-00-2005	1,096.75
12/24	12/26/2024	92775	4980	iSecure Inc	10-00-2005	36.30
12/24	12/26/2024	92776	5789	Moss Adams LLP	75-00-2005	3,175.00
12/24	12/26/2024	92777	329	New Hope Plumbing	10-00-2005	359.00
12/24	12/26/2024	92778	5603	Oregon Assoc of Municipal Recorders	10-00-2005	90.00
12/24	12/26/2024	92779	252	Paramount Pest Control	10-00-2005	225.00
12/24	12/26/2024	92780	4	Janaya Delgado	10-00-2005	266.00
12/24	12/26/2024	92781	6316	Perfect Pack Dog Training LLC	61-00-2005	13,500.00
12/24	12/26/2024	92782	866	Pitney Bowes Global Financial LLC	10-00-2005	165.54
12/24	12/26/2024	92783	3369	Schwabe Williamson & Wyatt PC	20-00-2005	183.00
12/24	12/26/2024	92784	6264	Tradewind Signs LLC	10-00-2005	140.00
12/24	12/26/2024	92785	5623	True North Equipment LTD	25-00-2005	80.47
12/24	12/26/2024	92786	4448	United Rentals Inc	50-00-2005	958.03
12/24	12/26/2024	92787	861	Village Express Mail Center	10-00-2005	56.05
12/24	12/26/2024	92788	169	Waste Connections Inc	10-00-2005	510.00
12/24	12/26/2024	92789	4220	Woof's Dog Bakery	61-00-2005	60.79
12/24	12/26/2024	92790	5992	Ziply Fiber	25-00-2005	4,019.31
Grand Totals:						<u>442,447.33</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary
