City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, September 22, 2025, 5:30pm

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

- *The City Council will meet in Executive Session immediately following the Workshop, in the City's Manager's office, under the authority of ORS 192.610(2)(i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.*

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. August Yard of the Month Awards
   Commercial: Premier Ocean Properties, 937 Chetco Avenue
   Residential: 810 Highland Avenue, owners Carlo Pelaccio & Frances Hartmann-Pelaccio
2. National Emblem Club Week Proclamation – Brookings Emblem Club #265 [Pg. 1]

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 August 11, 2025 [Pg. 2]
2. Receive monthly financial report for July 2025 [Pg. 4]
3. Receive monthly financial report for August 2025 [Pg. 10]

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

1. Intergovernmental Agreement between City of Brookings and Curry County [Pg. 16]
   a. Curry County approved IGA [Pg. 17]
2. Civil Engineering Service Contract extensions [Pg. 23]
   a. The Dyer Partnership proposed contract extension [Pg. 24]
   b. Civil West Engineering proposed contract extension [Pg. 28]
   c. Jacobs proposed contract extension [Pg. 32]
3. Ford Lightning Electric Trucks Purchase [Pg. 36]
   a. Grant Agreement (Project No. 23873) [Pg. 38]
   b. Police Truck Buyers Order – Kendall Ford of Bend [Pg. 39]
   c. Public Works Vehicle Buyer's Order – Kendall Ford of Bend [Pg. 43]

H. Informational Non-Action Items

1. August 2025 Vouchers [Pg. 47]

I. Remarks from Mayor, Councilors and City Manager

J. Adjournment

Continued on Next Page

WORKSHOP

Immediately following Council Meeting, approximately 6:15 pm
Emergency Operations Center, 888 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics

1. System Development Charges Study Update [Pg. 51]
- **a.** BMC Chapter 13.25 – System Development Charges [Pg. 53]
- **b.** BMC Chapter 17.180 – Workforce Housing [Pg. 62]
- **c.** City of Tigard – Guidelines for SDC Exemptions [Pg. 67]
- **d.** City of Brookings – SDC Multi-Family [Pg. 69]
- **e.** City of Brookings – SDC Single Family [Pg. 70]
- **f.** City of Brookings – Sample Building Permit Fee Schedule [Pg. 71]

2. Reboot of TPAC [Pg. 72]
- **a.** 2014 Ordinance 14-O-732 [Pg. 77]
- **b.** 2020 Repeal of 14-O-732 [Pg. 80]

D. Council Member Requests for Workshop Topics

E. 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

Proclamation

WHEREAS, the members of the Supreme Emblem Club of the United States of America, in promulgating community service, have actively engaged in seeking out the worthy and the needy in every community; and

WHEREAS, their assistance and guidance to young men and women is evidenced by great numbers of scholarships, assuring the advanced education of the deserving; and

WHEREAS, the requirements of those who have special needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of flood, quake, hurricane, and other disasters of nature; and

WHEREAS, these are dedicated to the principle of philanthropic endeavor; and

WHEREAS, be it resolved that the deeds of dedicated, charitable members of the Supreme Emblem Club of the United States of America be recognized;

NOW, THEREFORE, I, Isaac Hodges, Mayor of the City of Brookings, Oregon, do hereby proclaim the week of September 22nd, 2025, as

National Emblem Club Week

In Witness Whereof,

I, Mayor Isaac Hodges, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 22nd day of September, 2025.

_____

Mayor Isaac Hodges

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, August 11, 2025

Call to Order
Mayor Isaac Hodges called the meeting to order at 5:30 PM

Roll Call
Council Present: Mayor Isaac Hodges, Councilors Clayton Malmberg, Phoebe Pereda and Kristi Fulton; a quorum present
Council Absent: Councilor Andy Martin
Staff Present: City Manager Tim Rundel, Public Works & Development Services Director Tony Baron, Finance & HR Director Lu Ehlers, and City Recorder Brooklyn Osterhage
Media Present: None
Others Present: approximately 5 audience members

Ceremonies/Appointments/Announcements
Mayor Hodges announced the July Yard of the Month winners:
- Commercial: La Flor De Mexico, 541 Chetco Avenue
- Residential: 810 Ransom Avenue, owner Barbara Lillis

Oral Requests and Communications from the audience
1. Connie Hunter, resident – spoke in favor of Curry County Commissioner Jay Trost.

Consent Calendar
1. Approve Council minutes for July 28, 2025
2. Accept Parks & Recreation minutes for March 13, 2025

Councilor Pereda moved and Mayor Hodges seconded to approve the Consent Calendar as presented. Motion passed; Mayor Hodges, Councilors Malmberg, Pereda and Fulton voting "aye" [4:0].

Staff Reports and Public Hearings
1. Management Compensation Plan
Staff Report presented by Tim Rundel

Councilor Pereda abstained noting: "As a City Councilor, I am required to disclose any potential conflicts of interest. My husband is an employee whose position falls under the terms of the manager's contract. Since this agenda item directly pertains to his employment and compensation, it would be a conflict of interest for me to participate in the discussion or vote. Therefore, I am formally recusing myself from all deliberation and voting on this matter".

Councilor Malmberg moved and Mayor Hodges seconded to approve Management Compensation Plan dated August 11, 2025. Motion passed; Mayor Hodges, Councilors Malmberg, and Fulton voting "aye", with Councilor Pereda abstaining [3:0].

2. Capital Improvement Plans Adoption for System Development Charges
Staff Report presented by Tony Baron

Mayor Hodges moved and Councilor Malmberg seconded to adopt Resolution 25-R-1284 adopting capital improvement plans for the City of Brookings Water, Wastewater, Stormwater, Transportation and Parks systems. Motion passed; Mayor Hodges, Councilors Malmberg, Pereda and Fulton voting "aye" [4:0].

3. Wastewater Treatment Plant Improvements Contract
Staff Report presented by Tony Baron

Councilor Pereda moved and Councilor Fulton seconded to authorize City Manager to execute a contract with HP Civil for the Wastewater Treatment Plant Improvement Project in the amount of $9,156,809. Motion passed; Mayor Hodges, Councilors Malmberg, Pereda and Fulton voting "aye" [4:0].

Adjournment
Mayor Isaac Hodges adjourned the meeting at 6:03 PM.

Respectfully submitted:

ATTESTED:
this 22nd day of September, 2025:

Isaac Hodges, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	4,680,220.00	141,860.62	141,860.62	4,538,359.38	3.0
	LICENSES AND PERMITS	327,000.00	22,042.64	22,042.64	304,957.36	6.7
	INTERGOVERNMENTAL	292,700.00	11,237.97	11,237.97	281,462.03	3.8
	CHARGES FOR SERVICES	1,077,500.00	12,413.53	12,413.53	1,065,086.47	1.2
	OTHER REVENUE	175,500.00	16,119.36	16,119.36	159,380.64	9.2
	TRANSFERS IN	779,400.00	.00	.00	779,400.00	.0
		7,332,320.00	203,674.12	203,674.12	7,128,645.88	2.8
	EXPENDITURES					
JUDICIAL:						
	PERSONAL SERVICES	41,083.00	4,385.50	4,385.50	36,697.50	10.7
	MATERIAL AND SERVICES	12,850.00	650.00	650.00	12,200.00	5.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		53,933.00	5,035.50	5,035.50	48,897.50	9.3
FINANCE AND ADMINISTRATION:						
	PERSONAL SERVICES	461,889.00	38,613.86	38,613.86	423,275.14	8.4
	MATERIAL AND SERVICES	243,100.00	66,322.76	66,322.76	176,777.24	27.3
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		704,989.00	104,936.62	104,936.62	600,052.38	14.9
POLICE:						
	PERSONAL SERVICES	4,020,285.00	344,832.86	344,832.86	3,675,452.14	8.6
	MATERIAL AND SERVICES	268,500.00	67,280.20	67,280.20	201,219.80	25.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	104,747.00	.00	.00	104,747.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		4,393,532.00	412,113.06	412,113.06	3,981,418.94	9.4
FIRE:						
	PERSONAL SERVICES	243,824.00	18,452.79	18,452.79	225,371.21	7.6
	MATERIAL AND SERVICES	110,500.00	37,694.34	37,694.34	72,805.66	34.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	58,542.00	.00	.00	58,542.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		412,866.00	56,147.13	56,147.13	356,718.87	13.6

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	298,206.00	23,501.96	23,501.96	274,704.04	7.9
MATERIAL AND SERVICES	88,400.00	10,189.47	10,189.47	78,210.53	11.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	386,606.00	33,691.43	33,691.43	352,914.57	8.7
PARKS & RECREATION:					
PERSONAL SERVICES	366,404.00	29,167.66	29,167.66	337,236.34	8.0
MATERIAL AND SERVICES	146,000.00	23,408.34	23,408.34	122,591.66	16.0
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
	522,385.00	52,576.00	52,576.00	469,809.00	10.1
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	.00	.00	.0
MATERIAL AND SERVICES	160,500.00	26,414.40	26,414.40	134,085.60	16.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	160,500.00	26,414.40	26,414.40	134,085.60	16.5
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	175,100.00	7,968.28	7,968.28	167,131.72	4.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	533,000.00	.00	.00	533,000.00	.0
CONTINGENCIES AND RESERVES	689,409.00	.00	.00	689,409.00	.0
	1,397,509.00	7,968.28	7,968.28	1,389,540.72	.6
	8,932,320.00	698,882.42	698,882.42	8,233,437.58	7.8
	(1,600,000.00)	(495,208.30)	(495,208.30)	(1,104,791.70)	(31.0)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
INTERGOVERNMENTAL	550,000.00	49,445.18	49,445.18	500,554.82	9.0
OTHER REVENUE	20,000.00	.00	.00	20,000.00	.0
TRANSFER IN	100,000.00	.00	.00	100,000.00	.0
	670,000.00	49,445.18	49,445.18	620,554.82	7.4
EXPENDITURES					
EXPENDITURES:					
PERSONAL SERVICES	275,028.00	22,627.04	22,627.04	252,400.96	8.2
MATERIAL AND SERVICES	333,000.00	39,609.35	39,609.35	293,390.65	11.9
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,106.00	.00	.00	8,106.00	.0
TRANSFERS OUT	238,700.00	.00	.00	238,700.00	.0
CONTINGENCIES AND RESERVES	149,166.00	.00	.00	149,166.00	.0
	1,019,000.00	62,236.39	62,236.39	956,763.61	6.1
	1,019,000.00	62,236.39	62,236.39	956,763.61	6.1
	(349,000.00)	(12,791.21)	(12,791.21)	(336,208.79)	(3.7)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,125,000.00	233,364.10	233,364.10	1,891,635.90	11.0
OTHER INCOME	70,000.00	4,320.00	4,320.00	65,680.00	6.2
TRANSFERS IN	.00	.00	.00	.00	.0
	2,195,000.00	237,684.10	237,684.10	1,957,315.90	10.8
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	476,605.00	43,573.98	43,573.98	433,031.02	9.1
MATERIAL AND SERVICES	197,100.00	83,786.87	83,786.87	113,313.13	42.5
CAPITAL OUTLAY	40,000.00	4,994.00	4,994.00	35,006.00	12.5
DEBT SERVICE	29,466.00	1,780.01	1,780.01	27,685.99	6.0
TRANSFERS OUT	40,000.00	.00	.00	40,000.00	.0
	783,171.00	134,134.86	134,134.86	649,036.14	17.1
WATER TREATMENT:					
PERSONAL SERVICES	38,382.00	3,101.56	3,101.56	35,280.44	8.1
MATERIAL AND SERVICES	677,150.00	50,215.68	50,215.68	626,934.32	7.4
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	734,829.00	.00	.00	734,829.00	.0
CONTINGENCIES AND RESERVES	211,468.00	.00	.00	211,468.00	.0
	1,671,829.00	53,317.24	53,317.24	1,618,511.76	3.2
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,455,000.00	187,452.10	187,452.10	2,267,547.90	7.6
	(260,000.00)	50,232.00	50,232.00	(310,232.00)	19.3

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,718,300.00	310,418.59	310,418.59	3,407,881.41	8.4
OTHER REVENUE	50,000.00	.00	.00	50,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	3,763,800.00	310,418.59	310,418.59	3,453,381.41	8.3
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	734,557.00	61,553.60	61,553.60	673,003.40	8.4
MATERIAL AND SERVICES	465,000.00	63,326.50	63,326.50	401,673.50	13.6
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	29,466.00	1,779.99	1,779.99	27,686.01	6.0
TRANSFERS OUT	291,000.00	.00	.00	291,000.00	.0
	1,535,023.00	126,660.09	126,660.09	1,408,362.91	8.3
WASTEWATER TREATMENT:					
PERSONAL SERVICES	51,603.00	4,157.44	4,157.44	47,445.56	8.1
MATERIAL AND SERVICES	1,420,299.00	68,946.22	68,946.22	1,351,352.78	4.9
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	716,000.00	.00	.00	716,000.00	.0
CONTINGENCIES AND RESERVES	590,375.00	.00	.00	590,375.00	.0
	2,793,277.00	73,103.66	73,103.66	2,720,173.34	2.6
	4,328,300.00	199,763.75	199,763.75	4,128,536.25	4.6
	(564,500.00)	110,654.84	110,654.84	(675,154.84)	19.6

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2025

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	844,200.00	2,423.23	2,423.23	841,776.77	.3
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	50,000.00	.00	.00	50,000.00	.0
	TRANSFERS IN	.00	.00	.00	.00	.0
		894,200.00	2,423.23	2,423.23	891,776.77	.3
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	185,256.00	1,100.00	1,100.00	184,156.00	.6
	CAPITAL OUTLAY	2,468,944.00	.00	.00	2,468,944.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		2,654,200.00	1,100.00	1,100.00	2,653,100.00	.0
DEPARTMENT 20:						
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:						
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
		2,654,200.00	1,100.00	1,100.00	2,653,100.00	.0
		(1,760,000.00)	1,323.23	1,323.23	(1,761,323.23)	.1

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	4,680,220.00	165,140.45	308,926.44	4,371,293.56	6.6
	LICENSES AND PERMITS	327,000.00	23,428.33	45,470.97	281,529.03	13.9
	INTERGOVERNMENTAL	292,700.00	28,059.01	39,296.98	253,403.02	13.4
	CHARGES FOR SERVICES	1,077,500.00	83,100.59	95,514.12	981,985.88	8.9
	OTHER REVENUE	175,500.00	12,431.08	106,991.86	68,508.14	61.0
	TRANSFERS IN	779,400.00	.00	.00	779,400.00	.0
		7,332,320.00	312,159.46	596,200.37	6,736,119.63	8.1
	EXPENDITURES					
JUDICIAL:						
	PERSONAL SERVICES	41,083.00	4,192.49	8,577.99	32,505.01	20.9
	MATERIAL AND SERVICES	12,850.00	583.26	1,257.59	11,592.41	9.8
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		53,933.00	4,775.75	9,835.58	44,097.42	18.2
FINANCE AND ADMINISTRATION:						
	PERSONAL SERVICES	461,889.00	40,307.17	78,921.03	382,967.97	17.1
	MATERIAL AND SERVICES	243,100.00	16,617.14	82,939.90	160,160.10	34.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		704,989.00	56,924.31	161,860.93	543,128.07	23.0
POLICE:						
	PERSONAL SERVICES	4,020,285.00	363,516.90	708,362.76	3,311,922.24	17.6
	MATERIAL AND SERVICES	268,500.00	16,985.43	84,265.63	184,234.37	31.4
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	104,747.00	.00	.00	104,747.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		4,393,532.00	380,502.33	792,628.39	3,600,903.61	18.0
FIRE:						
	PERSONAL SERVICES	243,824.00	19,716.53	38,177.64	205,646.36	15.7
	MATERIAL AND SERVICES	110,500.00	10,602.84	48,297.18	62,202.82	43.7
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	58,542.00	.00	.00	58,542.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		412,866.00	30,319.37	86,474.82	326,391.18	21.0

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	298,206.00	25,564.41	49,066.37	249,139.63	16.5
MATERIAL AND SERVICES	88,400.00	1,423.54	11,635.46	76,764.54	13.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	386,606.00	26,987.95	60,701.83	325,904.17	15.7
PARKS & RECREATION:					
PERSONAL SERVICES	366,404.00	31,121.68	60,289.34	306,114.66	16.5
MATERIAL AND SERVICES	146,000.00	5,189.24	28,597.58	117,402.42	19.6
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
	522,385.00	36,310.92	88,886.92	433,498.08	17.0
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	.00	.00	.0
MATERIAL AND SERVICES	160,500.00	20,014.52	46,428.92	114,071.08	28.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	160,500.00	20,014.52	46,428.92	114,071.08	28.9
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	175,100.00	16,928.02	25,031.38	150,068.62	14.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	533,000.00	.00	.00	533,000.00	.0
CONTINGENCIES AND RESERVES	689,409.00	.00	.00	689,409.00	.0
	1,397,509.00	16,928.02	25,031.38	1,372,477.62	1.8
	8,932,320.00	572,763.17	1,271,848.77	7,660,471.23	14.2
	(1,600,000.00)	(260,603.71)	(675,648.40)	(924,351.60)	(42.2)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
INTERGOVERNMENTAL	550,000.00	36,219.91	85,665.09	464,334.91	15.6
OTHER REVENUE	20,000.00	100.00	100.00	19,900.00	.5
TRANSFER IN	100,000.00	.00	.00	100,000.00	.0
	670,000.00	36,319.91	85,765.09	584,234.91	12.8
EXPENDITURES					
EXPENDITURES:					
PERSONAL SERVICES	275,028.00	24,494.35	47,121.39	227,906.61	17.1
MATERIAL AND SERVICES	333,000.00	8,231.04	47,840.39	285,159.61	14.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,106.00	.00	.00	8,106.00	.0
TRANSFERS OUT	238,700.00	.00	.00	238,700.00	.0
CONTINGENCIES AND RESERVES	149,166.00	.00	.00	149,166.00	.0
	1,019,000.00	32,725.39	94,961.78	924,038.22	9.3
	1,019,000.00	32,725.39	94,961.78	924,038.22	9.3
	(349,000.00)	3,594.52	(9,196.69)	(339,803.31)	(2.6)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,125,000.00	237,880.97	471,245.07	1,653,754.93	22.2
OTHER INCOME	70,000.00	4,070.00	8,390.00	61,610.00	12.0
TRANSFERS IN	.00	.00	.00	.00	.0
	2,195,000.00	241,950.97	479,635.07	1,715,364.93	21.9
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	476,605.00	41,440.18	85,014.16	391,590.84	17.8
MATERIAL AND SERVICES	197,100.00	9,949.84	94,828.74	102,271.26	48.1
CAPITAL OUTLAY	40,000.00	1,804.19	6,798.19	33,201.81	17.0
DEBT SERVICE	29,466.00	1,780.01	3,560.02	25,905.98	12.1
TRANSFERS OUT	40,000.00	.00	.00	40,000.00	.0
	783,171.00	54,974.22	190,201.11	592,969.89	24.3
WATER TREATMENT:					
PERSONAL SERVICES	38,382.00	3,377.57	6,479.13	31,902.87	16.9
MATERIAL AND SERVICES	677,150.00	52,193.75	102,409.43	574,740.57	15.1
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	734,829.00	.00	.00	734,829.00	.0
CONTINGENCIES AND RESERVES	211,468.00	.00	.00	211,468.00	.0
	1,671,829.00	55,571.32	108,888.56	1,562,940.44	6.5
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,455,000.00	110,545.54	299,089.67	2,155,910.33	12.2
	(260,000.00)	131,405.43	180,545.40	(440,545.40)	69.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,718,300.00	312,053.60	622,049.72	3,096,250.28	16.7
OTHER REVENUE	50,000.00	.00	.00	50,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	3,763,800.00	312,053.60	622,049.72	3,141,750.28	16.5
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	734,557.00	62,557.59	124,111.19	610,445.81	16.9
MATERIAL AND SERVICES	465,000.00	3,738.74	69,783.49	395,216.51	15.0
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	29,466.00	1,779.99	3,559.98	25,906.02	12.1
TRANSFERS OUT	291,000.00	.00	.00	291,000.00	.0
	1,535,023.00	68,076.32	197,454.66	1,337,568.34	12.9
WASTEWATER TREATMENT:					
PERSONAL SERVICES	51,603.00	4,503.16	8,660.60	42,942.40	16.8
MATERIAL AND SERVICES	1,420,299.00	104,328.39	173,274.61	1,247,024.39	12.2
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	716,000.00	.00	.00	716,000.00	.0
CONTINGENCIES AND RESERVES	590,375.00	.00	.00	590,375.00	.0
	2,793,277.00	108,831.55	181,935.21	2,611,341.79	6.5
	4,328,300.00	176,907.87	379,389.87	3,948,910.13	8.8
	(564,500.00)	135,145.73	242,659.85	(807,159.85)	43.0

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2025

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	844,200.00	5,118.93	7,542.16	836,657.84	.9
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	50,000.00	.00	.00	50,000.00	.0
	TRANSFERS IN	.00	.00	.00	.00	.0
		894,200.00	5,118.93	7,542.16	886,657.84	.8
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	185,256.00	.00	1,100.00	184,156.00	.6
	CAPITAL OUTLAY	2,468,944.00	.00	.00	2,468,944.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		2,654,200.00	.00	1,100.00	2,653,100.00	.0
DEPARTMENT 20:						
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:						
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
		2,654,200.00	.00	1,100.00	2,653,100.00	.0
		(1,760,000.00)	5,118.93	6,442.16	(1,766,442.16)	.4

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 22, 2025

Originating Dept: CM

Signature (submitted by)

City Manager Approval

Subject: Intergovernmental Agreement between City of Brookings and Curry County

Recommended Motion:

Authorize the City Manager to enter into an Intergovernmental Agreement between City of Brookings and Curry County for half time Community Resource Officer services.

Financial Impact: County to reimburse the City of Brookings for a half-time CRO plus a 10% Administration Fee.

Background/Discussion:
Months ago the City of Brookings was approached by Curry County to provide patrol services in Harbor and south Curry County. The City hosted a joint workshop on July 14, 2025 with the County to discuss a potential Intergovernmental Agreement (IGA) between the two governmental agencies. During the discussion, the County also inquired about the possibility of utilizing our Community Resource Officers (CRO) to assist with County agencies in dealing with some of the issues primarily in Harbor. Assisting would be creating and maintaining community rapport with all individuals, responding to questions from the public regarding the CRO Program, participate in opioid and substance use disorder training, intervention, and rehabilitation referrals and placement applications to support affected individuals.

After the meeting, staff evaluated current manning and let the County know that we would not be able to provide patrol services.

Subsequently, the City and County met again in a workshop on August 11, 2025 to specifically discuss the possibility of utilizing a half-time CRO. After the workshop, County and City legal counsel worked together on agreed upon language for an IGA. The County approved the proposed IGA at their Board of Commissioners meeting on September 3, 2025.

The CRO would act as a liaison between the public and local health and community programs to enhance awareness of available resources for those in need. They'd also maintain a close working relationship with representatives of local agencies such as ADAPT, ODHS, VA, Social Security Administration, ORCCA, and more.

Another joint-workshop was held on September 10, 2025 to discuss any outstanding issues with the proposed IGA (use of opioid settlement funds, labor/union, liabilities, etc.). Staff followed up with our Labor Attorney Diana Moffat and our insurer, CIS, to ensure that the IGA was fully supported by all entities involved.

Attachment(s):

a. Curry County approved IGA

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CURRY COUNTY AND THE CITY OF BROOKINGS

FOR

COMMUNITY RESOURCE OFFICER SERVICES

This Intergovernmental Agreement ("IGA") is entered into between CURRY COUNTY ("County") and the CITY OF BROOKINGS ("City"), and is effective as of the ____ day of _____, 2025.

RECITALS

1. The County and the City have the authority to enter into this IGA pursuant to the provisions of ORS Chapter 190.

2. The County currently has available funding resulting from the nationwide opiate settlement that can be used to facilitate Community Resource Officer hereinafter referred to as ("CRO") or "Program", but efforts to assign personnel to these programs have been unsuccessful.

3. The City currently has the ability to assign personnel to the CRO program to provide mission specific focus to areas of Harbor, Oregon.

4. The opioid epidemic impacts the people of Curry County and its cities, and it is the goal of both parties to mitigate the effects of opiate abuse through awareness and prevention measures.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION AND PURPOSE.

The above recitals are incorporated herein by reference. The purpose of this IGA is to set forth in writing the responsibilities of the City and County as to Community Resource Officer services.

1.1 Community Resource Officer.

The purpose of the CRO is to offer community outreach services that will enhance the accessibility of available resources including prevention and intervention measures for individuals suffering from the results of opiate and other substance abuse, to spread awareness of its effects to the general public, and at the request of law enforcement, to respond to calls for service in situations where the officer on duty sees a need for assistance related to opiate abuse.

2. CITY RESPONSIBILITIES.

2.1 Assignment of Officer.

The City, by and through the Brookings Police Department, shall assign one officer to serve the purposes of this IGA ("Program Officer"). The Program Officer shall:

(a) Be a half-time permanent certified police officer in good standing with the Brookings Police Department and State of Oregon, and

(b) Maintain the certifications and requirements necessary for employment as a police officer with the Brookings Police Department and State of Oregon.

2.2 Duties of Officer.

The Program Officer shall serve as CRO. The designation of specific Program Officer details and duties are subject to the authority of the City Police Chief, but in general the Program Officer will perform CRO duties at all times when they are not specifically requested to perform City Police Officer duties. All supervision and control of the Program Officer is responsibility of the City. County will not have any supervisory authority for the Program Officer. At all times under this IGA, responsibility for the conduct of the Program Officer remains with the City; the Program Officer is employed by the City, and in no event shall the Program Officer be considered an employee of the County.

2.2.1 CRO Duties.

The CRO will work to assess problems experienced by the unhoused population and identify ways in which assistance and resources can be provided. Additionally, working with law enforcement agencies, the CRO will establish a process to assist Patrol to refer affected individuals to the CRO program for assistance and support.

Specific CRO duties include but are not limited to:

(a) Create and maintain community rapport with all individuals, respond to questions from the public regarding the Program, and participate in opioid and substance use disorder training, intervention, and rehabilitation referrals and placement applications to support affected individuals.

(b) Act as a liaison between local health and other community programs and the public to enhance awareness of available resources for those in need, maintain a close working relationship with representatives of local agencies such as ADAPT, ODHS, VA, Social Security Administration, ORCCA, etc.

(c) Assist law enforcement with response to mental health and substance emergencies as requested, act as a resource to patrol officers when they encounter individuals who need resources.

(d) Seek out and engage with individuals in need and attempt to connect them with appropriate resources including housing, mental health programs, opiate and other substance abuse prevention or recovery tools, suicide prevention materials, veterans' assistance, and meals.

(e) Schedule regular outreach and education events to provide information to

the public regarding the Program.

2.2.2 General Program Officer Duties.

(a) Document and maintain logs and complete records of all investigations, outreach tasks, contacts, and correspondence.

(b) Maintain appropriate confidentiality for all information learned throughout the course and scope of duties.

(c) Perform any and all other duties that will promote the purpose of the CRO program.

2.3 Performance of City Police Duties.

At the discretion of the City Police Chief, the Program Officer may be temporarily re-assigned to perform City law enforcement duties, however, the City shall keep an accounting of the time spent performing regular duties and shall provide such to the County upon request. Nothing in this IGA shall limit the frequency at which the Program Officer is assigned to normal City Police Officer duties.

2.4 Program Officer Compensation, Access, and Materials.

The City shall provide the Program Officer with all salary, benefits, materials, training, facilities, access to office space, and any other assurances normally associated with employment as a City Police Officer. This includes but is not limited to:

(a) Salary, benefits, fringe, workers' compensation insurance, and other forms of paid leave associated with employment as a City Police Officer.

(b) Uniforms, radio devices, and other standard law enforcement equipment.

(c) Vehicle, insurance and any accessories or equipment needed to perform the duties of the Program Officer.

(d) Technological devices and software used to perform the duties of a City Police Officer and Program Officer.

(e) Training, education, and other materials required to maintain certifications earned by the Program Officer.

3. FUNDING.

Opioid settlement payments are the intended source of the funding allocated by the County to fund the services provided under this IGA. Nothing in this IGA shall prevent the County from using alternative funding should it become available. The funding contributed by the County shall additionally be dependent upon the amount of funding needed to support the program in its entirety.

3.1 Payment for 2025-2026 Fiscal Year

Upon execution of this IGA or on another date as mutually agreed to by both parties in writing, the County shall pay to the City the sum of Forty Nine Thousand Nine Hundred Sixty Two Dollars and Forty Cents ($49,962.40). This is the annual cost of the Program Officer at Fifty Nine Thousand Nine Hundred Fifty Four Dollars and Eighty Eight Cents ($59,954.88) for the 2025-2026 fiscal year, pro-rated for an execution date of September 1, 2025.

3.2 Subsequent Payments – Second and Following Years.

The County and City shall coordinate regarding the funding requirements of the program prior to the adoption of a fiscal year budget. All changes to funding amounts shall be made in the form of written amendments to this Agreement.

4. TERM.

This Agreement shall commence on the Effective Date, and unless terminated pursuant to Section 5, shall continue in full force and effect for three (3) years, with a term ending June 30, 2028.

5. TERMINATION.

Any and all funds paid by the County for the fiscal year in which a termination notice is given shall be prorated to the last day of service provided, and all unused funds shall be returned to the County.

5.1 Termination by Mutual Agreement or Breach.

Either party may terminate this IGA upon one hundred and eighty (180) days' written notice to the other party if there is a material breach of any provision herein, if not cured by the breaching party within thirty (30) days of written notice of breach delivered to the breaching party.

5.2 Termination by County.

Should the County terminate this IGA without the mutual agreement of the City, the notice of termination must be sent by the County to the City on or before January 31st, with such termination becoming effective on June 30th of the same year.

5.3 Termination by City.

Should the City terminate this IGA without the mutual agreement of the County, such termination shall be effective ninety (90) days from the date notice was provided to the County.

6. APPROPRIATIONS.

The obligations of each party under this IGA are contingent upon adequate funds for that purpose being available, budgeted, appropriated, and otherwise made available.

7. GOVERNING LAW.

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

8. NO THIRD-PARTY BENEFICIARIES.

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

9. ENTIRE AGREEMENT AND MODIFICATION.

This IGA sets forth the entire understanding of the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by the party to be charged.

10. RELATIONSHIP OF THE PARTIES.

Neither party to this IGA has any authority or power to take any unilateral action that could legally bind the other party.

11. IDEMNIFICATION

a. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, Curry County shall defend, indemnify and hold harmless the City of Brookings, and each of the City's elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of Curry County.

b. Subject to the provisions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City of Brookings shall defend, indemnify and hold harmless Curry County, and each of Curry County's elected officials, officers, employees and agents, from and against any and all claims, suits, actions or expenses of any kind or nature resulting from or arising out of any intentional or negligent act, error or omission of any officer, employee or agent of the City or BPD arising out of or related to the performance of duties by BPD CRO under this MOU.

12. CHOICE OF LAW AND FORUM

This agreement shall be governed by and interpreted under the laws of the State of Oregon. Any litigation under this agreement shall be resolved in the trial court of Curry County, State of Oregon.

13. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.260, *et. seq*

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the Effective Date.

CITY OF BROOKINGS

Tim Rundel
City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-1102

CURRY COUNTY

Michael E. "Ted" Fitzgerald
Director of County Operations
Curry County
94235 Moore Street, Suite 123
Gold Beach, OR 97444
(541) 247-3218

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 22, 2025

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject: Civil Engineering Service Contract Extensions

Recommended Motion:

Authorize City Manager to negotiate civil engineering service contract extensions with The Dyer Partnership, Civil West Engineering and Jacobs.

Financial Impact:

Financial impacts are specific to the project task order for the as needed engineering work. Funds for their work will come from SRF, SDC, grants, and other sources as appropriate.

Background/Discussion:

Staff prepared and advertised a Request for Qualifications (RFQ) for civil engineering services in August of 2022. The goal was to select engineering firms that could provide consulting services for a variety of future infrastructure projects. The Dyer Partnership, Civil West and Jacobs responded to the RFQ. In October of 2022, the city established as needed services contracts with all three engineering firms.

Staff is recommending the City enter into as needed service contract extensions with all three firms in order to meet the demand of planned infrastructure projects over the next 3 years. Projects would be assigned to the firms through a task order process. Project assignments consider factors such as the capacity of the firm to undertake the work in a timely manner, fee, and technical experience with the type of project.

Attachment(s):

a. The Dyer Partnership proposed contract extension
b. Civil West Engineering proposed contract extension
c. Jacobs proposed contract extension

City of Brookings
898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTY (800) 735-1232
www.brookings.or.us
PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

22-009
CONTRACT EXTENSION: AS-NEEDED TECHNICAL SERVICES AGREEMENT WITH THE DYER PARTNERSHIP, ENGINEERS & PLANNERS, INC.

THIS EXTENSION OF CONTRACT ("Extension") is made by and between the City of Brookings, an Oregon municipal corporation ("City"), and The Dyer Partnership, Engineers & Planners, Inc., an Oregon corporation ("Engineer"), for as-needed engineering and other technical services.

RECITALS

WHEREAS, in November, 2022, Engineer was awarded a three (3) year contract with the City;

WHEREAS, the three (3) year contract expires September 30, 2025;

WHEREAS, the parties mutually desire to extend the original contract through June 30, 2028;

WHEREAS, the City has a need for continued engineering and other technical services; and

WHEREAS, the parties mutually desire as of October 1, 2025 to extend the contract as open ended, with a 60 day notice provision.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 ORIGINAL CONTRACT. The original contract that is the subject of this Extension is the agreement between the City and the Engineer dated November 2, 2022. A copy of the original contract is attached hereto.

2.0 Either party may terminate said contract after giving the other party at least 60 day written notice.

3.0 TERMS AND CONDITIONS. All other terms and conditions of the original contract, including any amendments or modifications, will remain in full force and effect.

4.0 ENTIRE AGREEMENT. This Extension, the original contract attached hereto, and any subsequent, amendments or modifications, constitute the entire agreement between the parties.

Executed this _____ day of September, 2025 in Brookings, Oregon.

City of Brookings

_____
Tim Rundel, City Manager

The Dyer Partnership

_____
Steve Major, President

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 22-009

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and The Dyer Partnership, Engineers& Planners, Inc. (Contractor). The City's Project Manager for this Contract is Anthony Baron.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on October 1, 2022 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before September 30, 2025.

2. Statement of Work.

The work under this contract is for as needed engineering services. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses as indicated in task orders.

b. Time and material payments shall be made in accordance with the requirements of Exhibit A and Exhibit E.

c. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

d. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): The Dyer Partnership, Engineers & Planners, Inc.

Contact Name/Title: Aaron Speakman Phone: 541-269-0732

Fax: 541-269-2044 E-Mail: aspeakman@dyerpart.com

Address: 1330 Teakwood Avenue, Coos Bay, OR 97412

Federal Tax ID #: 93-1130649 *-or-* ☐W-9 (attach) *-or-* SSN #: _____

State Tax ID #: 0803239-0 Brookings Bus Lic.# 2478 CCB#: _____

Citizenship: Nonresident alien ☐Yes ☒No

Business Designation (check one): ☐Individual ☐Sole Proprietorship ☐Partnership

☒Corporation ☐Government ☐Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: _____ 11/2/2022

Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

CITY OF BROOKINGS SIGNATURE

Approved: _____ 11/03/22

City Manager or Designee Date

Approved: _____ 11-2-22

Project Manager Date

Reviewed: _____

City Attorney or Designee Date



SCHEDULE OF RATES AND CHARGES
YEAR 2025 - 2026
THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.

Professional Services	Billing Rate per Hour
Principal 3	$206
Principal 2	$196
Principal 1	$185
Project Manager 3	$180
Project Manager 2	$175
Project Manager 1	$165
Project Engineer 4	$170
Project Engineer 3	$160
Project Engineer 2	$149
Project Engineer 1	$139
Engineering Technician / Observer 3	$149
Engineering Technician / Observer 2	$129
Engineering Technician / Observer 1	$113
Professional Land Surveyor	$170
Survey Technician 3	$129
Survey Technician 2	$118
Survey Technician 1	$108
Technical Editor 2	$103
Technical Editor 1	$93
Engineering Intern 2	$93
Engineering Intern 1	$82
Clerical 3	$88
Clerical 2	$77
Clerical 1	$67
3 - Person Survey Crew	$232
2 - Person Survey Crew	$185
1 - Person Survey Crew	$134

Reimbursable Expenses	Billing Rates
Regular Travel Mileage	Automatically Adjusted Current Federal Rate
Survey Truck Mileage	$1.00/mile
Survey Truck and/or Equipment	$200/day
Subconsultants	Actual Cost plus 10% if Billed through Dyer
All other Reimbursables	Actual Cost plus 3%
Expert Witness	Negotiated Rates

City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTY (800) 735-1232
www.brookings.or.us
PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

22-011
CONTRACT EXTENSION: AS-NEEDED TECHNICAL SERVICES AGREEMENT WITH CIVIL WEST ENGINEERING SERVICES, INC.

THIS EXTENSION OF CONTRACT ("Extension") is made by and between the City of Brookings, an Oregon municipal corporation ("City"), and Civil West Engineering Services, Inc., an Oregon corporation ("Engineer"), for as-needed engineering and other technical services.

RECITALS

WHEREAS, in November, 2022, Engineer was awarded a three (3) year contract with the City;

WHEREAS, the three (3) year contract expires September 30, 2025;

WHEREAS, the parties mutually desire to extend the original contract through June 30, 2028;

WHEREAS, the City has a need for continued engineering and other technical services; and

WHEREAS, the parties mutually desire as of October 1, 2025 to extend the contract as open ended, with a 60 day notice provision.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 ORIGINAL CONTRACT. The original contract that is the subject of this Extension is the agreement between the City and the Engineer dated November 2, 2022. A copy of the original contract is attached hereto.

2.0 Either party may terminate said contract after giving the other party at least 60 day written notice.

3.0 TERMS AND CONDITIONS. All other terms and conditions of the original contract, including any amendments or modifications, will remain in full force and effect.

4.0 ENTIRE AGREEMENT. This Extension, the original contract attached hereto, and any subsequent, amendments or modifications, constitute the entire agreement between the parties.

Executed this _____ day of September, 2025 in Brookings, Oregon.

City of Brookings

_____
Tim Rundel, City Manager

Civil West Engineering Services, Inc.

_____
Will Dawson, Principal

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 22-011

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Civil West Engineering Services, Inc. (Contractor). The City's Project Manager for this Contract is Anthony Baron.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on October 10, 2022 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before September 30, 2025.

2. Statement of Work.

The work under this contract is for as needed engineering services. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses as indicated in task orders.

b. Time and material payments shall be made in accordance with the requirements of Exhibit A and Exhibit E.

c. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

d. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Civil West Engineering Services, Inc.

Contact Name/Title: Will Dawson/Principal Phone: 541-266-8601

Fax: 541-266-8681 E-Mail wdawson@civilwet.net

Address: 486 E Street, Coos Bay, OR 97420

Federal Tax ID #: 26-2914006 *-or-* ☐W-9 (attach) *-or-* SSN #: _____

State Tax ID #: 01358479-3 Brookings Bus Lic.# 3809 CCB#: _____

Citizenship: Nonresident alien ☐Yes ☑No

Business Designation (check one): ☐Individual ☐Sole Proprietorship ☐Partnership
☑Corporation ☐Government ☐Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: Will Dawson 10/27/22
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

CITY OF BROOKINGS SIGNATURE

Approved: _____ 11/03/22
City Manager or Designee Date

Approved: _____ 11-2-22
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

Verdantas - 2025 Rate Schedule Legacy CWES	
STAFF/ITEM	**Bill Rate**
Professional Services	
Senior Consultant I	$220
Senior Consultant II, AVP, Principal	$248
Senior Consultant III, VP, Sr. Principal	$292
Project Manager	$180
Senior Project Manager	$200
Staff Scientist/Geologist I	$116
Staff Scientist/Geologist II	$132
Staff Scientist/Geologist III	$140
Scientist/Geologist	$156
Senior Scientist/Geologist, Principal, Sr. Principal	$180
Staff Engineer/Architect I	$120
Staff Engineer/Architect II	$136
Staff Engineer/Architect III	$144
Engineer/Architect	$160
Senior Engineer/Architect, Principal, Sr. Principal	$192
Senior Surveyor	$180
Survey Technician	$120
CAD/GIS/Data Management	
Senior Project Designer	$148
Project Designer	$132
CAD Designer I	$116
CAD Designer II	$128
CAD Technician I	$100
CAD Technician II	$112
CAD Technician III	$120
Senior GIS Analyst	$168
GIS Analyst I	$120
GIS Analyst II	$128
GIS Technician I	$100
GIS Technician II	$116
Senior Data Manager	$148
Data Manager	$132
Support	
Technician I	$84
Technician II	$92
Technician III	$100
Senior Technician	$108
Administrative/Technical Editor/Project Coordinator I	$76
Administrative/Technical Editor/Project Coordinator II	$100
REIMBURSABLES	
Mileage	$0.70 - or current IRS Rate
Survey Equipment	$250/day
GIS Data Collection Unit	$125/day
Lodging, meals as required for travel	2.0% of Direct labor Costs
Technology Charge	Cost
Reproduction, Printing, Shipping, Etc.	Cost plus 10%
Lab Fees	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost

City of Brookings

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www.brookings.or.us
PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

22-010
CONTRACT EXTENSION: AS-NEEDED TECHNICAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC.

THIS EXTENSION OF CONTRACT ("Extension") is made by and between the City of Brookings, an Oregon municipal corporation ("City"), and Jacobs Engineering Group, Inc., an Oregon corporation ("Engineer"), for as-needed engineering and other technical services.

RECITALS

WHEREAS, in November, 2022, Engineer was awarded a three (3) year contract with the City;

WHEREAS, the three (3) year contract expires September 30, 2025;

WHEREAS, the parties mutually desire to extend the original contract through June 30, 2028;

WHEREAS, the City has a need for continued engineering and other technical services; and

WHEREAS, the parties mutually desire as of October 1, 2025 to extend the contract as open ended, with a 60 day notice provision.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1.0 ORIGINAL CONTRACT. The original contract that is the subject of this Extension is the agreement between the City and the Engineer dated November 2, 2022. A copy of the original contract is attached hereto.

2.0 Either party may terminate said contract after giving the other party at least 60 day written notice.

3.0 TERMS AND CONDITIONS. All other terms and conditions of the original contract, including any amendments or modifications, will remain in full force and effect.

4.0 ENTIRE AGREEMENT. This Extension, the original contract attached hereto, and any subsequent, amendments or modifications, constitute the entire agreement between the parties.

Executed this _____ day of September, 2025 in Brookings, Oregon.

City of Brookings

_____
Tim Rundel, City Manager

Jacobs Engineering Group, Inc.

_____
Brady Fuller, President

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 22-010

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Jacobs Engineering Group Inc. (Contractor). The City's Project Manager for this Contract is Anthony Baron.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on October 10, 2022 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before September 30, 2025.

2. Statement of Work.

The work under this contract is for as needed engineering services. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses as indicated in task orders.

b. Time and material payments shall be made in accordance with the requirements of Exhibit A and Exhibit E.

c. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

d. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Jacobs Engineering Group Inc.

Contact Name/Title: Brady Fuller Phone: 541-752-4271 OR 541.318.4716

Fax: _____ E-Mail: Brady.Fuller@jacobs.com

Address: 1100 NE Circle Blvd, Suite 300, Corvallis, OR

Federal Tax ID #: _____ *-or-* ☑ W-9 (attach) *-or-* SSN #: _____

State Tax ID #: _____ Brookings Bus Lic.# _____ CCB#: _____

Citizenship: Nonresident alien ☐ Yes ☑ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership
☑ Corporation ☐ Government ☐ Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: Digitally signed by Robert Brady Fuller Date: 2022.11.02 07:19:50 -07'00' Client Account Manager November 2, 2022

Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

CITY OF BROOKINGS SIGNATURE

Approved: _____ 11/03/22

City Manager or Designee Date

Approved: _____ 11-2-22

Project Manager Date

Reviewed: _____

City Attorney or Designee Date

EXHIBIT B-2
HOURLY RATES

City of Brookings
City Engineering Services

Jacobs Engineering Group Inc.

PERSONNEL

Labor will be invoiced by staff classification at the following hourly rates, which are valid through this contract expiration. Rates will be escalated annually starting January 1, 2026 as described in the scope of work.

Staff Category Billing Rate Hourly (hourly)	2022	2023	2024	2025
Senior Advisor	$288	$299	$299	$309
Senior Project Manager	$263	$276	$287	$297
Project Manager/Sr. Engineer	$250	$262	$272	$282
Senior Project Engineer	$239	$251	$260	$269
Mid-Level Engineer/Sr. Technical Staff	$217	$228	$236	$244
Project Engineer	$207	$218	$226	$234
Technical Staff	$198	$208	$215	$223
Senior Technician	$185	$194	$202	$209
Resident Project Representative	$185	$195	$200	$207
Engineer/Editor	$173	$182	$190	$197
Staff Engineer 2	$160	$168	$174	$180
Technician 2	$148	$155	$162	$168
Staff Engineer 1/Scientist	$135	$142	$147	$152
Technician 1	$121	$127	$133	$138
Project Assistant/Project Accountant	$109	$115	$121	$125
Office	$98	$103	$107	$111
Intern	$83	$87	$91	$94

PROJECT EXPENSES

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

OUTSIDE SERVICES

Outside technical, professional and other services will be invoiced at actual cost plus 5%.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 22, 2025

Originating Dept: PW/DS

Signature (submitted by)

City Manager Approval

Subject: Ford Lightning Electric Trucks Purchase

Recommended Motion:
Authorize the City Manager to execute a purchase agreement with Kendall Ford of Bend for two Ford Lightning electric trucks under the Statewide Price Agreement.

Financial Impact:

Total Purchase Price: $148,011.54 (two trucks)

ODOT/Federal Share; (89.73%): $132,810.75 (ODOT Carbon Reduction Program)

City Share (10.27%): $15,200.79 (Police and Public Works equipment funds)

$15,000 Federal tax credit (cash payment to the City of Brookings reimbursed back to each department for upfitting, etc.)

Temporary Funding Source: General Fund Capital Account, reimbursed by ODOT

Background/Discussion:

On September 5, 2025, the City of Brookings received authorization from ODOT to proceed with the purchase of two electric light-duty trucks under the 2024 Oregon Carbon Reduction Program – Small Urban and Rural Call for Projects. The program has two components:

1. City-managed vehicle purchase – Two Ford F-150 Lightning trucks for Public Works and Police. The Police truck will be assigned to the Community Resource Officer (CRO) program, supporting community engagement and safety.
2. ODOT-managed charging project – Two Level 2 charging stations and make-ready ports at City Hall, construction scheduled fall/winter 2025.

The purchase will be completed through the Statewide Price Agreement (Contract #PO-10700-00043018), administered by DAS Procurement Services. Statewide agreements are competitively solicited contracts, and their use is expressly allowed under the City's Procurement Policy. This ensures compliance with procurement requirements and leverages pre-negotiated government pricing.

Kendall Ford of Bend was the only DAS dealership with an available Ford F-150 Lightning that met Police specifications. The selected extended-range models provide 320 miles per charge, compared to 240 miles for standard models, ensuring operational performance for both Public Works and the CRO program.

Time is of the essence. Council must authorize the purchase at the September 22, 2025 meeting to finalize the contract and ensure delivery by September 30, 2025, which also secures the $15,000 federal tax credit (cash payment).

Attachment(s):

a. Grant Agreement (Project No. 23873) – Federal-Aid Project Agreement (ODOT/FHWA)
b. Police Truck Buyers Order - Kendall Ford of Bend (aka: Kendall Mazda)
c. Public Works Vehicle Buyer's Order – Kendall Ford of Bend (aka: Kendall Mazda)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT

RECIPIENT: 41-Oregon **FEDERAL PROJECT NO:** 0865010

UEI (SAM): XKMMGCKGMQC8 **RECIPIENT PROJ. NO(S):** 23873

1. The State through its department of transportation, or other recipient, has complied, or hereby agrees to comply, with the applicable terms and conditions set forth in (a) Title 23, U.S. Code, highways; (b) The regulations issued pursuant thereto, and the policies and procedures promulgated by the Federal Highway Administration; and (c) All other applicable federal laws and regulations.2. The State, or other recipient, stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the provisions set forth in 23 CFR 630.112. These provisions incorporate by reference all other federal laws and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purposes of emphasis, such applicable provisions include, but are not limited to, the requirements of Appendix A to 2 CFR Part 170—Award terms for Reporting subaward and executive compensation information, and 2 CFR 200, including for those funds for which such amount will be subawarded to a subrecipient, 2 CFR 200.331.3. Relative to the above designated project, the FHWA has authorized certain work to proceed as evidenced by the date entered opposite the specific item of work. For such authorized work, the federal funds obligated or advance-construction authorized, are not to exceed the amount shown herein. The balance of the estimated total project cost is an obligation of the State or other direct recipient.4. Such authorization of Federal funds extends only to project costs incurred by the State, or other recipient, following Federal Highway Administration's authorization to proceed with the project.

PROJECT TITLE: Electric Vehicle Charging Project (Brookings)

PROJECT DESCRIPTION: Install two level 2 charging stations at Bookings City Hall for city use only, two make ready ports, and two electric light-duty trucks.

DUNS#:

SUBRECIPIENT PROJECT: No

SUBRECIPIENT UEI (SAM):

SUBRECIPIENT NAME:

PROJECT END DATE: 11/30/2028

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT	EFFECTIVE DATE OF AUTHORIZATION
HIGHWAY PLANNING & RESEARCH	
PRELIMINARY ENGINEERING	
RIGHT-OF-WAY	
CONSTRUCTION	
OTHER	08/25/2025

PROGRAM CODE	FAIN	URBAN/ WITH	TOTAL COST	FEDERAL SHARE	FEDERAL FUNDS UNDER AGREEMENT	ADVANCED CONST. FUNDS
Y607	693JJ22530000Y607OR0865010		$150,000.00	89.73%	$134,595.00	$0.00
TOTAL			$150,000.00		$134,595.00	$0.00

ESTIMATED TOTAL COST: $150,000.00
TOTAL AUTHORIZED FOR PROJECT: $134,595.00

OREGON DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:	Melinda Akin	DATE:	08/18/2025
APPROVED AND REQUESTED BY:	Melinda Akin	DATE:	08/18/2025
AGRMT/MODIFY REQUESTED BY:	Katie Parlette	DATE:	08/20/2025

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:	Jasmine Harris	DATE:	08/21/2025
APPROVAL RECOMMENDED BY:	Jasmine Harris	DATE:	08/21/2025
APPROVED AND AUTHORIZED BY:	Braye Jombo	DATE:	08/25/2025

RECIPIENT REMARKS: MOD TO ESTABLISH OTHER PHASE: The Other phase has been set up for the purchase of vehicles. There is also a 5k allocation within the funding for ODOT admin charges for the reimbursement process.; NO ICAP; END DATE 11/30/28; MLA 8/18/25

FHWA REMARKS:

VEHICLE BUYER'S ORDER

Date: 09/16/2025

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Dealer Name and Address
CITY OF BROOKINGS 898 ELK DR BROOKINGS OR 97415	N/A	KENDALL FORD MAZDA 2100 N.E. THIRD STREET BEND OR 97701
Email: NONE Phone: Cell:	Email: N/A Phone: N/A Cell: N/A	Salesperson: Deal Number: 20031

THIS BUYER'S ORDER IS FOR THE FOLLOWING ☒ NEW ☐ USED ☐ CAR ☒ TRUCK

TO BE DELIVERED ON OR ABOUT 09/16/2025

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2025	FORD TRUCK	F-150 SERI	4WD SUPERC	BLK/MED DK	OXFORD WHT	12	W6833

TRADE IN RECORD 1

YR. N/A | MAKE N/A | MODEL N/A | TYPE N/A

COLOR N/A | TRIM N/A | MILEAGE N/A

VIN N/A

TITLE NO. N/A | PLATE NO. N/A | EXP. DATE N/A

OWNER N/A | LOAN # N/A

LIENHOLDER N/A | PHONE N/A

ADDRESS N/A | SPOKE WITH N/A

AMOUNT N/A | GOOD TILL N/A | VERIFIED BY N/A

TRADE IN RECORD 2

YR. N/A | MAKE N/A | MODEL N/A | TYPE N/A

COLOR N/A | TRIM N/A | MILEAGE N/A

VIN N/A

TITLE NO. N/A | PLATE NO. N/A | EXP. DATE N/A

OWNER N/A | LOAN # N/A

LIENHOLDER N/A | PHONE N/A

ADDRESS N/A | SPOKE WITH N/A

AMOUNT N/A | GOOD TILL N/A | VERIFIED BY N/A

COLLISION COVERAGE

NAME OF AGENT | PHONE

ADDRESS

POLICY NUMBER | COLLISION DEDUCTIBLE

INSURANCE CO. | SPOKE WITH

EFFECTIVE DATE | EXP. DATE | VERIFIED BY

OPTIONAL ELECTRONIC FILING FEE

For a fee of $ 35.00, paid by you to the Dealer, this dealership will electronically file your vehicle title application, vehicle registration and other Oregon DMV documentation required to transfer ownership of the vehicle identified in this Buyers Order. The receipt of non-customized Oregon license plates may be expedited if you opt for the dealer to apply electronically. This is an optional service that you can decline.

ACCEPTS X _____ (INITIAL) DECLINES X N/A (INITIAL)

VIN 1FT6W5L71SWG10732

ITEMIZATION OF PURCHASE

Cash Price of Vehicle	$ 74243.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
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N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
ZEV CASH	2000.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

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Buyer Initials _____ 39 Co-Buyer Initials N/A

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.
DEALER

WARRANTY INFORMATION

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS THE DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, THIS VEHICLE IS SOLD "AS-IS" AND "WITH ALL FAULTS." THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON PAGES 1 & 2 HEREOF. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER. BUYER ACKNOWLEDGES THAT IF THE VEHICLE PROVES DEFECTIVE AFTER PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

1. Total Price		$ 72243.00
2. Other Charges		
a. License/Registration Fee	$ 658.00	
b. Title Fee	$ 192.00	
c. DEQ Certification Fee	$ N/A	
d. Electronic Filing Fee	$ 35.00	
e. Title & Registration Processing Fee	$ 215.00	
f. Service Contract Fee	$ N/A	
g. N/A	$ N/A	
h. PRIV TAX/EST CAT	$ 662.77	
Total Other Charges (Add 2a through 2h)		$ 1762.77
3. Downpayment:		
a. Cash Downpayment	$ N/A	
b. One deferred downpayment (pickup pymt) due N/A	$ N/A	
c. Trade In: $ N/A Less Payoff $ N/A	Net $ N/A	
Total Down (a + b + c)		$ N/A
d. Trade In: $ N/A Less Payoff $ N/A	Net $ N/A	
Total Down (a + b + c + d)		$ N/A
4. Unpaid balance of cash sale price (1 + 2 minus 3)		$ 74005.77
To be paid		

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____ Co-Buyer Signs X N/A

XX **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A HOLD CHECK AGREEMENT.**

Insert terms and conditions of Hold Check Agreement below (For dealer use only):

BUYER SIGNS X _____ **DATE** 09/16/2025

CO-BUYER SIGNS X N/A **DATE** N/A

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Dealer)

X _____ **DATE** 09/16/2025

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.
DEALER

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:
"Agreement" means this Vehicle Buyer's Order.
"Dealer" means the authorized Dealer named on page 1 of this Agreement.
"Buyer" means the party or parties executing this Agreement as such.
"Manufacturer" means the manufacturer of the Vehicle.
"Vehicle" is the vehicle or chassis that is the subject of this Agreement.
"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.
2. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to Dealer or being manufactured or sold in accordance with Dealer orders. If the Manufacturer makes such a change, Dealer has no obligation to Buyer to notify Buyer or make the same or any similar change in the Vehicle or its parts either before or after Dealer delivers the Vehicle to Buyer. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Dealer delivers it to Buyer, Dealer may change the price of the Vehicle to Buyer accordingly. If Dealer changes the price of the Vehicle, Buyer may cancel this Agreement and Dealer shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Dealer reasonable storage and repair charges. If the Trade-in is unavailable, Dealer shall pay Buyer the Trade-in allowance less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising the Trade-in for sale unless prohibited by law.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Dealer. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Dealer delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Dealer.
4. Buyer shall give Dealer satisfactory evidence of title to any Trade-in upon delivery to Dealer. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in. Buyer authorizes Dealer to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Dealer in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.
5. Except as permitted under **Sections 2** or **3** above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Dealer may have, Dealer may keep as liquidated damages any deposit made by Buyer, to the extent not prohibited by law. Dealer may also reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Dealer isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Dealer's control or without Dealer's fault or negligence.
6. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Dealer will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Dealer will notify Buyer. This Agreement and any related retail installment contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.
8. Buyer agrees to sign such agreements or documents as Dealer may reasonably require to effect the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.
9. This Agreement is an agreement to buy the Vehicle. If there is a balance due, Buyer's obligation to buy and Dealer's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has two business days from the date of this Agreement to obtain such financing. If Buyer pays Dealer with a check that is dishonored or unpaid for any reason, Dealer may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, to the extent permitted by law, Buyer will pay Dealer a $35 returned check charge to the extent permitted by law.
10. This paragraph applies if Buyer is buying the Vehicle from Dealer under the terms of a retail installment contract. Dealer agrees to deliver the Vehicle to Buyer on the date this Agreement is signed by Dealer and Buyer. Buyer understands that it may take a few days for Dealer to verify Buyer's credit and to obtain financing directly from the third party lender whose loan documents Dealer has had Buyer sign (the "Lender") or, if Buyer signed a retail installment sale contract with Dealer, to assign the retail installment contract to a third party financial institution. Buyer agrees that Dealer has 14 days after the date on which Buyer takes possession of the Vehicle to obtain financing from the Lender or to assign the retail installment sale contract. If Dealer is unable to obtain financing from the Lender, or to assign the retail installment sale contract to any one of the financial institutions with whom the Dealer regularly does business, within this period of time, Buyer or Dealer may cancel the sale of the Vehicle. If the sale is canceled, the Lender's loan documents or the retail installment sale contract Buyer has signed will be null and void and of no effect. This limited right to cancel will end at the earlier of (i) the date Dealer obtains financing from the Lender or assign the retail installment sale contract and (ii) 14 days after the date on which Buyer takes possession of the Vehicle. If Dealer does not obtain financing from the Lender or assign the retail installment sale contract within the time described above, and Buyer or Dealer cancel the sale as provided above, Buyer must return the Vehicle to Dealer immediately in the same condition as when sold, reasonable wear and tear excepted. Buyer agrees to pay Dealer the fair market value of damage to, excessive wear and tear on or loss of the Vehicle occurring between the date Buyer takes possession of the Vehicle and the date Buyer returns the Vehicle to Dealer custody and to hold Dealer harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the Vehicle while it is in Buyer's possession. If the Vehicle is immobilized or impounded while in Buyer's possession, Buyer agrees to do whatever is necessary to ensure the Vehicle's return to Dealer. If Buyer does not return the Vehicle immediately, Buyer will be liable for all expenses incurred by Dealer in taking the Vehicle from Buyer. If Buyer fails to return the Vehicle, Dealer may use any legal means to take it back. If, within 14 days after the date on which Buyer takes possession of the Vehicle, Dealer sends notice to Buyer by first class mail or written electronic communication that financing is unavailable, Buyer is liable to Dealer for a reasonable charge per mile for the use of the Vehicle. While the Vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the Vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the Vehicle shall be provided by Dealer's insurance policy until this Agreement and the retail installment contract are no longer subject to rescission under this paragraph. Afterward, the Vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the Vehicle not covered by Dealer's insurance until the Vehicle is returned to Dealer.
11. Buyer may arrange financing through Dealer or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Dealer may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Dealer may assist in submitting credit applications to third parties, for which Buyer grants permission. Dealer will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Dealer may change this policy.
12. In the event that any of the terms and conditions of this Agreement other than those of paragraph 10, above, are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Dealer, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any provision hereof.
13. **Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Buyer in order to register the Vehicle with the Division of Motor Vehicles (DMV) or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the Vehicle. By signing this agreement, except as otherwise provided in paragraph 10 above, Buyer covenants and agrees that Buyer has obtained, or will obtain, before the Vehicle is driven by anyone, insurance on the Vehicle.
15. **EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.**
16. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.
17. To secure the punctual payment and performance of purchaser's obligations under this or any other Agreement with dealer, purchaser hereby grants to dealer or its assigns a security interest in the vehicle and the trade-in Together with all proceeds and products thereof.
18. Buyer agrees to immediately reimburse, indemnify, defend and hold dealer harmless from any loss, claim or damage resulting from buyer's Registration of or failure to register the vehicle in the appropriate state of buyer's failure to obtain property and liability insurance on the vehicle. Buyer hereby authorizes Dealer to require buyer's insurance company to name dealer or its assigns as loss payee on all insurance policies covering the vehicle.
19. This order contains the entire agreement of the parties and may not be amended orally. Oregon law shall govern the interpretation and enforcement of this order. This order may not be assigned by buyer without dealer's prior written consent.
20. In any litigation regarding this buyer's order, buyer will reimburse dealer for all reasonable attorneys' fees and court costs should dealer prevail. Should buyer prevail buyer waives any consequential, punitive, or incidental damages, damage to property, or any loss of time, profits, or income. Buyer's damages are limited to the return of the total purchase indicated in this buyer's order.
21. **Miscellaneous issues:** * the agreed upon trade-in allowance(s) indicated in this buyer's order may not necessarily represent the actual cash value. * dealer will maintain a security interest in the vehicle being sold and the buyer grants dealer a security interest in the trade-in(s) until the total amount due has been paid to dealer.* buyer may not assign this buyer's order without the written consent of dealer. * buyer acknowledges that this transaction occurred in the state of Oregon and Oregon law will control in any disputes regarding this buyer's order. * buyer agrees that he will not export this vehicle and that it is intended for use in the United States.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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DEALER

VEHICLE BUYER'S ORDER

Date: 09/16/2025

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Dealer Name and Address
CITY OF BROOKINGS 898 ELK DR BROOKINGS OR 97415 Email: NONE Phone: Cell:	N/A Email: N/A Phone: N/A Cell: N/A	KENDALL FORD MAZDA 2100 N.E. THIRD STREET BEND OR 97701 Salesperson: Deal Number: 20032

THIS BUYER'S ORDER IS FOR THE FOLLOWING ☒ NEW ☐ USED ☐ CAR ☒ TRUCK

TO BE DELIVERED ON OR ABOUT 09/16/2025

Year	Make	Model	Type	Trim	Color	Mileage	Stock #
2025	FORD TRUCK	F-150 SERI	4WD SUPERC	BLK/MED DK	AGATE BLK	12	W6903

TRADE IN RECORD 1

YR. N/A | MAKE N/A | MODEL N/A | TYPE N/A

COLOR N/A | TRIM N/A | MILEAGE N/A

VIN N/A

TITLE NO. N/A | PLATE NO. N/A | EXP. DATE N/A

OWNER N/A | LOAN # N/A

LIENHOLDER N/A | PHONE N/A

ADDRESS N/A | SPOKE WITH N/A

AMOUNT N/A | GOOD TILL N/A | VERIFIED BY N/A

TRADE IN RECORD 2

YR. N/A | MAKE N/A | MODEL N/A | TYPE N/A

COLOR N/A | TRIM N/A | MILEAGE N/A

VIN N/A

TITLE NO. N/A | PLATE NO. N/A | EXP. DATE N/A

OWNER N/A | LOAN # N/A

LIENHOLDER N/A | PHONE N/A

ADDRESS N/A | SPOKE WITH N/A

AMOUNT N/A | GOOD TILL N/A | VERIFIED BY N/A

COLLISION COVERAGE

NAME OF AGENT | PHONE

ADDRESS

POLICY NUMBER | COLLISION DEDUCTIBLE

INSURANCE CO. | SPOKE WITH

EFFECTIVE DATE | EXP. DATE | VERIFIED BY

OPTIONAL ELECTRONIC FILING FEE

For a fee of $ 35.00, paid by you to the Dealer, this dealership will electronically file your vehicle title application, vehicle registration and other Oregon DMV documentation required to transfer ownership of the vehicle identified in this Buyers Order. The receipt of non-customized Oregon license plates may be expedited if you opt for the dealer to apply electronically. This is an optional service that you can decline.

ACCEPTS X _____ (INITIAL) DECLINES X N/A (INITIAL)

VIN 1FT6W5L79SWG10669

ITEMIZATION OF PURCHASE

Cash Price of Vehicle	$ 74243.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
ZEV CASH	2000.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

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Buyer Initials _____ 43 Co-Buyer Initials N/A

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.
DEALER

WARRANTY INFORMATION

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.

UNLESS THE DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF, OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT, THIS VEHICLE IS SOLD "AS-IS" AND "WITH ALL FAULTS." THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ON THE VEHICLE, AND THERE WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON PAGES 1 & 2 HEREOF. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR SUPPLIER MAY PROVIDE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE BUYER. BUYER ACKNOWLEDGES THAT IF THE VEHICLE PROVES DEFECTIVE AFTER PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR OR RETAILER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.

1. Total Price		$ 72243.00
2. Other Charges		
a. License/Registration Fee	$ 658.00	
b. Title Fee	$ 192.00	
c. DEQ Certification Fee	$ N/A	
d. Electronic Filing Fee	$ 35.00	
e. Title & Registration Processing Fee	$ 215.00	
f. Service Contract Fee	$ N/A	
g. N/A	$ N/A	
h. PRIV TAX/EST CAT	$ 662.77	
Total Other Charges (Add 2a through 2h)		$ 1762.77
3. Downpayment:		
a. Cash Downpayment	$ N/A	
b. One deferred downpayment (pickup pymt) due N/A	$ N/A	
c. Trade In: $ N/A Less Payoff $ N/A	Net $ N/A	
Total Down (a + b + c)		$ N/A
d. Trade In: $ N/A Less Payoff $ N/A	Net $ N/A	
Total Down (a + b + c + d)		$ N/A
4. Unpaid balance of cash sale price (1 + 2 minus 3)		$ 74005.77
To be paid		

For your protection, request a receipt for all payments you make.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.

If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this Agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____ Co-Buyer Signs X N/A

XX **BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS A HOLD CHECK AGREEMENT.**

Insert terms and conditions of Hold Check Agreement below (For dealer use only):

BUYER SIGNS X _____ **DATE** 09/16/2025

CO-BUYER SIGNS X N/A **DATE** N/A

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Dealer)

X _____ **DATE** 09/16/2025

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DEALER

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:
"Agreement" means this Vehicle Buyer's Order.
"Dealer" means the authorized Dealer named on page 1 of this Agreement.
"Buyer" means the party or parties executing this Agreement as such.
"Manufacturer" means the manufacturer of the Vehicle.
"Vehicle" is the vehicle or chassis that is the subject of this Agreement.
"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.
2. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to Dealer or being manufactured or sold in accordance with Dealer orders. If the Manufacturer makes such a change, Dealer has no obligation to Buyer to notify Buyer or make the same or any similar change in the Vehicle or its parts either before or after Dealer delivers the Vehicle to Buyer. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Dealer delivers it to Buyer, Dealer may change the price of the Vehicle to Buyer accordingly. If Dealer changes the price of the Vehicle, Buyer may cancel this Agreement and Dealer shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Dealer reasonable storage and repair charges. If the Trade-in is unavailable, Dealer shall pay Buyer the Trade-in allowance less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising the Trade-in for sale unless prohibited by law.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Dealer. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Dealer delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Dealer.
4. Buyer shall give Dealer satisfactory evidence of title to any Trade-in upon delivery to Dealer. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in. Buyer authorizes Dealer to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Dealer in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.
5. Except as permitted under **Sections 2** or **3** above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Dealer may have, Dealer may keep as liquidated damages any deposit made by Buyer, to the extent not prohibited by law. Dealer may also reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Dealer isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Dealer's control or without Dealer's fault or negligence.
6. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Dealer will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Dealer will notify Buyer. This Agreement and any related retail installment contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.
8. Buyer agrees to sign such agreements or documents as Dealer may reasonably require to effect the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.
9. This Agreement is an agreement to buy the Vehicle. If there is a balance due, Buyer's obligation to buy and Dealer's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has two business days from the date of this Agreement to obtain such financing. If Buyer pays Dealer with a check that is dishonored or unpaid for any reason, Dealer may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, to the extent permitted by law, Buyer will pay Dealer a $35 returned check charge to the extent permitted by law.
10. This paragraph applies if Buyer is buying the Vehicle from Dealer under the terms of a retail installment contract. Dealer agrees to deliver the Vehicle to Buyer on the date this Agreement is signed by Dealer and Buyer. Buyer understands that it may take a few days for Dealer to verify Buyer's credit and to obtain financing directly from the third party lender whose loan documents Dealer has had Buyer sign (the "Lender") or, if Buyer signed a retail installment sale contract with Dealer, to assign the retail installment contract to a third party financial institution. Buyer agrees that Dealer has 14 days after the date on which Buyer takes possession of the Vehicle to obtain financing from the Lender or to assign the retail installment sale contract. If Dealer is unable to obtain financing from the Lender, or to assign the retail installment sale contract to any one of the financial institutions with whom the Dealer regularly does business, within this period of time, Buyer or Dealer may cancel the sale of the Vehicle. If the sale is canceled, the Lender's loan documents or the retail installment sale contract Buyer has signed will be null and void and of no effect. This limited right to cancel will end at the earlier of (i) the date Dealer obtains financing from the Lender or assign the retail installment sale contract and (ii) 14 days after the date on which Buyer takes possession of the Vehicle. If Dealer does not obtain financing from the Lender or assign the retail installment sale contract within the time described above, and Buyer or Dealer cancel the sale as provided above, Buyer must return the Vehicle to Dealer immediately in the same condition as when sold, reasonable wear and tear excepted. Buyer agrees to pay Dealer the fair market value of damage to, excessive wear and tear on or loss of the Vehicle occurring between the date Buyer takes possession of the Vehicle and the date Buyer returns the Vehicle to Dealer custody and to hold Dealer harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the Vehicle while it is in Buyer's possession. If the Vehicle is immobilized or impounded while in Buyer's possession, Buyer agrees to do whatever is necessary to ensure the Vehicle's return to Dealer. If Buyer does not return the Vehicle immediately, Buyer will be liable for all expenses incurred by Dealer in taking the Vehicle from Buyer. If Buyer fails to return the Vehicle, Dealer may use any legal means to take it back. If, within 14 days after the date on which Buyer takes possession of the Vehicle, Dealer sends notice to Buyer by first class mail or written electronic communication that financing is unavailable, Buyer is liable to Dealer for a reasonable charge per mile for the use of the Vehicle. While the Vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the Vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the Vehicle shall be provided by Dealer's insurance policy until this Agreement and the retail installment contract are no longer subject to rescission under this paragraph. Afterward, the Vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the Vehicle not covered by Dealer's insurance until the Vehicle is returned to Dealer.
11. Buyer may arrange financing through Dealer or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Dealer may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Dealer may assist in submitting credit applications to third parties, for which Buyer grants permission. Dealer will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Dealer may change this policy.
12. In the event that any of the terms and conditions of this Agreement other than those of paragraph 10, above, are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Dealer, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any provision hereof.
13. **Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Buyer in order to register the Vehicle with the Division of Motor Vehicles (DMV) or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the Vehicle. By signing this agreement, except as otherwise provided in paragraph 10 above, Buyer covenants and agrees that Buyer has obtained, or will obtain, before the Vehicle is driven by anyone, insurance on the Vehicle.
15. **EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.**
16. You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.
17. To secure the punctual payment and performance of purchaser's obligations under this or any other Agreement with dealer, purchaser hereby grants to dealer or its assigns a security interest in the vehicle and the trade-in Together with all proceeds and products thereof.
18. Buyer agrees to immediately reimburse, indemnify, defend and hold dealer harmless from any loss, claim or damage resulting from buyer's Registration of or failure to register the vehicle in the appropriate state of buyer's failure to obtain property and liability insurance on the vehicle. Buyer hereby authorizes Dealer to require buyer's insurance company to name dealer or its assigns as loss payee on all insurance policies covering the vehicle.
19. This order contains the entire agreement of the parties and may not be amended orally. Oregon law shall govern the interpretation and enforcement of this order. This order may not be assigned by buyer without dealer's prior written consent.
20. In any litigation regarding this buyer's order, buyer will reimburse dealer for all reasonable attorneys' fees and court costs should dealer prevail. Should buyer prevail buyer waives any consequential, punitive, or incidental damages, damage to property, or any loss of time, profits, or income. Buyer's damages are limited to the return of the total purchase indicated in this buyer's order.
21. **Miscellaneous issues:** * the agreed upon trade-in allowance(s) indicated in this buyer's order may not necessarily represent the actual cash value. * dealer will maintain a security interest in the vehicle being sold and the buyer grants dealer a security interest in the trade-in(s) until the total amount due has been paid to dealer.* buyer may not assign this buyer's order without the written consent of dealer. * buyer acknowledges that this transaction occurred in the state of Oregon and Oregon law will control in any disputes regarding this buyer's order. * buyer agrees that he will not export this vehicle and that it is intended for use in the United States.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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DEALER

Report Criteria:
Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
08/25	08/06/2025	93756	6214	Chetco Trader Pawn Shop	16,047.90- V	10-13-6140	Handgun Purchases
08/25	08/07/2025	93832	6254	5-R Excavation and Paving LLC	45,125.00	51-41-7025	Construction
08/25	08/07/2025	93833	5876	Advanced Reporting LLC	119.29	25-31-6030	Operating Supplies
08/25	08/07/2025	93834	5908	Amazon Capital Services	314.60	10-19-6005	Office Supplies
08/25	08/07/2025	93835	5767	Axon Enterprise Inc	5,583.90	50-10-7021	Equipment - Police
08/25	08/07/2025	93836	4939	Bi - Mart Corporation	6.07	20-21-6036	Misc Safety Supplies
08/25	08/07/2025	93837	313	Brookings Vol Firefighters	2,250.00	10-14-6165	B.F.A. Services
08/25	08/07/2025	93838	715	Budge McHugh Supply	511.28	25-31-6030	Operating Supplies
08/25	08/07/2025	93839	5567	CAL/OR Insurance Agency	683.33	30-10-6115	Insurance/Bonds
08/25	08/07/2025	93840	5070	Canon U.S.A. Inc	87.24	10-13-6030	Operating Supplies
08/25	08/07/2025	93841	6328	Canopy Wellbeing	66.00	10-19-6090	Contract Services
08/25	08/07/2025	93842	5822	Chaves Consulting Inc	388.70	49-10-7030	Computer Hardware
08/25	08/07/2025	93843	5952	Chetco Auto Marine & Industrial Supply	143.29	25-31-6090	Contract Services
08/25	08/07/2025	93844	6214	Chetco Trader Pawn Shop	15,301.61	10-13-6140	Handgun Purchases
08/25	08/07/2025	93845	6217	CNA Surety Direct Bill	350.00	10-12-6115	Insurance/Bonds
08/25	08/07/2025	93846	5827	Coastal Investments LLC	960.00	10-19-6090	Contract Services
08/25	08/07/2025	93847	6205	James Crafton	200.00	15-10-6120	Training/Travel
08/25	08/07/2025	93848	173	Curry Equipment	1,756.94	15-10-6036	Misc Safety Supplies
08/25	08/07/2025	93849	259	Da-Tone Rock Products	1,255.85	20-21-6030	Operating Supplies
08/25	08/07/2025	93850	185	Del Cur Supply	179.50	10-16-6030	Operating Supplies
08/25	08/07/2025	93851	575	Dell Marketing L.P.	2,216.16	49-10-7030	Computer Hardware
08/25	08/07/2025	93852	1	Amy Page	110.67	20-00-2070	Deposits
08/25	08/07/2025	93853	6320	Donovan Enterprises Inc	12,152.50	59-57-7025	Construction
08/25	08/07/2025	93854	5333	Double D Electric	1,651.58	10-13-6015	Equipment Maintenance
08/25	08/07/2025	93855	2186	Ferguson Waterworks #3011	1,804.19	20-21-7020	Equipment
08/25	08/07/2025	93856	6127	Ferguson Enterprises LLC #3325	958.80	20-21-6030	Operating Supplies
08/25	08/07/2025	93857	5432	First Community Credit Union	3,560.00	25-31-8010	Interest
08/25	08/07/2025	93858	6348	Deyanira Gracian	312.00	10-14-6090	Contract Services
08/25	08/07/2025	93859	6265	H&S Energy Group	4,445.82	10-13-6030	Operating Supplies
08/25	08/07/2025	93860	1130	H.D. Fowler	2,355.26	20-21-6030	Operating Supplies
08/25	08/07/2025	93861	139	Harbor Logging Supply	658.60	10-16-6030	Operating Supplies
08/25	08/07/2025	93862	5754	iFocus Consulting Inc	2,575.00	49-10-6090	Contract Services
08/25	08/07/2025	93863	4980	iSecure Inc	36.30	10-12-6090	Contract Services
08/25	08/07/2025	93864	5733	Thomas W Kerr	372.80	10-14-6090	Contract Services
08/25	08/07/2025	93865	328	Les Schwab Tire Center	784.80	15-10-6015	Equipment Maintenance
08/25	08/07/2025	93866	4261	Lexipol LLC	2,039.04	10-13-6120	Training/Travel
08/25	08/07/2025	93867	6065	Local Government Law Group PC	8,628.00	10-12-6065	Legal/Administration Services
08/25	08/07/2025	93868	4269	Gary Milliman	325.00	10-11-6090	Contract Services
08/25	08/07/2025	93869	4443	Napa Auto Parts-Golder's	130.72	15-10-6015	Equipment Maintenance
08/25	08/07/2025	93870	4487	Net Assets Corporation	270.00	10-12-6090	Contract Services
08/25	08/07/2025	93871	279	One Call Concepts Inc	50.82	25-31-6090	Contract Services
08/25	08/07/2025	93872	5008	Online Information Services	110.89	10-12-6090	Contract Services
08/25	08/07/2025	93873	5390	O'Reilly Automotive Inc	9.99	15-10-6015	Equipment Maintenance
08/25	08/07/2025	93874	252	Paramount Pest Control	225.00	10-19-6090	Contract Services
08/25	08/07/2025	93875	4	Avigail Adomitis	266.00	10-00-2070	Deposits
08/25	08/07/2025	93876	4	Bay Area First Step	72.25	10-00-2070	Deposits
08/25	08/07/2025	93877	4	Calvary Chapel Gold Beach	217.50	10-00-2070	Deposits
08/25	08/07/2025	93878	4	Chad Henson	266.00	10-00-2070	Deposits
08/25	08/07/2025	93879	4	Kayleigh Lilly	266.00	10-00-2070	Deposits
08/25	08/07/2025	93880	4	Tiffany Lockett	266.00	10-00-2070	Deposits
08/25	08/07/2025	93881	1920	Pitney Bowes, Inc.	82.99	10-19-6005	Office Supplies
08/25	08/07/2025	93882	322	Postmaster	1,200.00	25-31-6005	Office Supplies
08/25	08/07/2025	93883	207	Quill Corporation	273.26	10-19-6005	Office Supplies

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
08/25	08/07/2025	93884	6229	Wayne E Sheffel Jr	198.00	10-14-6090	Contract Services
08/25	08/07/2025	93885	5979	LeeAnn Spring Sheffel	175.50	10-14-6090	Contract Services
08/25	08/07/2025	93886	5510	Southern Oregon Veterinary Spec Ctr	955.41	61-41-6030	Supplies - K9
08/25	08/07/2025	93887	612	Strahm's Sealcoat & Striping	11,919.70	10-19-6040	Building Maintenance
08/25	08/07/2025	93888	6264	Tradewind Signs LLC	78.30	61-41-6030	Supplies - K9
08/25	08/07/2025	93889	4734	Vestis Services LLC	150.00	10-19-6090	Contract Services
08/25	08/07/2025	93890	861	Village Express Mail Center	13.93	15-10-6015	Equipment Maintenance
08/25	08/07/2025	93891	2122	Cardmember Service	9,211.90	10-14-6030	Operating Supplies
08/25	08/07/2025	93892	169	Waste Connections Inc	154.20	10-19-6030	Operating Supplies
08/25	08/07/2025	93893	5980	Jennifer Wolf	704.00	10-14-6090	Contract Services
08/25	08/14/2025	93894	5908	Amazon Capital Services	1,444.83	49-10-7030	Computer Hardware
08/25	08/14/2025	93895	6352	Baker Tilly / Moss Adams	350.00	10-12-6080	Audit Services
08/25	08/14/2025	93896	5188	Bauer Auto Body Inc	500.00	10-13-6015	Equipment Maintenance
08/25	08/14/2025	93897	6326	Beacon Broadband Inc	401.00	30-10-6135	Communications
08/25	08/14/2025	93898	2407	Blue Star Gas	1.00	10-18-6040	Building Maintenance
08/25	08/14/2025	93899	5070	Canon U.S.A. Inc	5.37	10-13-6030	Operating Supplies
08/25	08/14/2025	93900	4872	G. W., Inc.	499.00	10-13-6140	Handgun Purchases
08/25	08/14/2025	93901	6339	Garrett Hemann Robertson PC	900.00	10-12-6065	Legal/Administration Services
08/25	08/14/2025	93902	4989	Gaylord Klinefelter Contracting Inc	2,450.00	10-16-6090	Contract Services
08/25	08/14/2025	93903	6289	Colton Hill	780.00	10-14-6090	Contract Services
08/25	08/14/2025	93904	5858	Jacobs Engineering Group Inc	156,287.42	25-32-6090	Contract Services
08/25	08/14/2025	93905	4261	Lexipol LLC	9,366.09	10-13-6090	Contract Services
08/25	08/14/2025	93906	329	New Hope Plumbing	897.00	10-13-6040	Building Maintenance
08/25	08/14/2025	93907	4	Erika Brigante	266.00	10-00-2070	Deposits
08/25	08/14/2025	93908	4	Jon Hazlett	300.00	10-00-2070	Deposits
08/25	08/14/2025	93909	4	Gregg Kahler	266.00	10-00-2070	Deposits
08/25	08/14/2025	93910	4	Paul McClellan	300.00	10-00-2070	Deposits
08/25	08/14/2025	93911	4	Ciera Pearson	266.00	10-00-2070	Deposits
08/25	08/14/2025	93912	4	Ahnika Ruiz Nolasco	266.00	10-00-2070	Deposits
08/25	08/14/2025	93913	4	Destiny Swangel	266.00	10-00-2070	Deposits
08/25	08/14/2025	93914	4	Shania Wallis	266.00	10-00-2070	Deposits
08/25	08/14/2025	93915	6316	Perfect Pack Dog Training LLC	450.00	61-41-6030	Supplies - K9
08/25	08/14/2025	93916	6229	Wayne E Sheffel Jr	198.00	10-14-6090	Contract Services
08/25	08/14/2025	93917	5979	LeeAnn Spring Sheffel	156.00	10-14-6090	Contract Services
08/25	08/14/2025	93918	6260	South Coast Community Aquatics Inc	20,000.00	10-18-6090	Contract Services
08/25	08/14/2025	93919	6262	Stateline Tires LLC	458.88	25-31-6015	Equipment Maintenance
08/25	08/14/2025	93920	861	Village Express Mail Center	25.91	10-12-6065	Legal/Administration Services
08/25	08/14/2025	93921	169	Waste Connections Inc	892.58	61-41-6038	Range Maintenance
08/25	08/14/2025	93922	5980	Jennifer Wolf	528.00	10-14-6090	Contract Services
08/25	08/14/2025	93923	5992	Ziply Fiber	491.03	30-10-6135	Communications
08/25	08/21/2025	93924	5908	Amazon Capital Services	806.25	50-10-7025	Construction
08/25	08/21/2025	93925	1314	Bernie Bishop Mazda	1,205.00	10-13-6015	Equipment Maintenance
08/25	08/21/2025	93926	5070	Canon U.S.A. Inc	466.58	10-15-6030	Operating Supplies
08/25	08/21/2025	93927	193	Central Equipment Co Inc	2,222.07	15-10-6015	Equipment Maintenance
08/25	08/21/2025	93928	5078	Geotechnical Resources Inc	8,416.25	20-21-7030	Emergency Repairs
08/25	08/21/2025	93929	6353	Roger Gitlin	593.48	10-13-6035	Miscellaneous
08/25	08/21/2025	93930	6348	Deyanira Gracian	312.00	10-14-6090	Contract Services
08/25	08/21/2025	93931	6265	H&S Energy Group	3,031.88	10-13-6030	Operating Supplies
08/25	08/21/2025	93932	1130	H.D. Fowler	1,050.12	20-21-6030	Operating Supplies
08/25	08/21/2025	93933	6030	Hartwick Automotive LLC	63.28	10-19-6090	Contract Services
08/25	08/21/2025	93934	6289	Colton Hill	468.00	10-14-6090	Contract Services
08/25	08/21/2025	93935	4954	John Deere Financial	999.96	15-10-6015	Equipment Maintenance
08/25	08/21/2025	93936	5733	Thomas W Kerr	372.80	10-14-6090	Contract Services
08/25	08/21/2025	93937	202	League of Oregon Cities	2,075.00	10-12-6120	Training/Travel
08/25	08/21/2025	93938	3159	NorthCoast Health Screening	170.00	25-31-6030	Operating Supplies
08/25	08/21/2025	93939	6202	Oregon Water Resources Department	125.00	10-12-6065	Legal/Administration Services

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Amount	Invoice GL Account	Invoice GL Account Title
08/25	08/21/2025	93940	687	Owen Equipment Company	418.95	25-31-6015	Equipment Maintenance
08/25	08/21/2025	93941	4794	Pacific Rim Copy Center	13.50	52-42-7025	Construction
08/25	08/21/2025	93942	4	Living Waters Foursquare Church	86.00	10-00-2070	Deposits
08/25	08/21/2025	93943	4	The Wicked Pig	300.00	10-00-2070	Deposits
08/25	08/21/2025	93944	4	Anna DeHoog	266.00	10-00-2070	Deposits
08/25	08/21/2025	93945	4	Brittany Grant	216.00	10-06-4150	Capella Revenue
08/25	08/21/2025	93946	4	Makena Kahalekulu	266.00	10-00-2070	Deposits
08/25	08/21/2025	93947	4	Megan Sisk	300.00	10-00-2070	Deposits
08/25	08/21/2025	93948	4	Montana Thomas	266.00	10-00-2070	Deposits
08/25	08/21/2025	93949	207	Quill Corporation	169.35	10-19-6005	Office Supplies
08/25	08/21/2025	93950	6346	Michael T Runge	176.00	10-14-6090	Contract Services
08/25	08/21/2025	93951	591	Salmon Run Golf Course	815.00	61-41-6030	Supplies - K9
08/25	08/21/2025	93952	3369	Schwabe Williamson & Wyatt PC	378.00	10-12-6065	Legal/Administration Services
08/25	08/21/2025	93953	6229	Wayne E Sheffel Jr	176.00	10-14-6090	Contract Services
08/25	08/21/2025	93954	6262	Stateline Tires LLC	150.00	10-13-6015	Equipment Maintenance
08/25	08/21/2025	93955	6208	Summit Water Resources LLC	3,347.50	10-12-6065	Legal/Administration Services
08/25	08/21/2025	93956	142	Tidewater Contractors Inc	1,134.00	10-16-6030	Operating Supplies
08/25	08/21/2025	93957	4131	Zumar Industries Inc	754.06	15-10-6030	Operating Supplies
08/25	08/26/2025	93958	1620	Curry County Planning	3,500.00	52-42-7025	Construction
08/25	08/28/2025	93959	6173	Airtech Mechanical LLC	695.00	10-19-6090	Contract Services
08/25	08/28/2025	93960	5908	Amazon Capital Services	548.98	10-16-6030	Operating Supplies
08/25	08/28/2025	93961	5842	Century West Engineering Corp	8,140.00	33-10-7025	Construction
08/25	08/28/2025	93962	4882	Coastal Heating & Air	4,650.00	50-10-7025	Construction
08/25	08/28/2025	93963	6205	James Crafton	291.00	20-21-6120	Training/Travel
08/25	08/28/2025	93964	5874	Cumulus Global	10,608.00	49-10-6090	Contract Services
08/25	08/28/2025	93965	2640	Dyer Partnership	51,861.00	54-42-7025	Construction
08/25	08/28/2025	93966	5951	Executech	168.00	49-10-6090	Contract Services
08/25	08/28/2025	93967	5078	Geotechnical Resources Inc	362.50	54-42-7025	Construction
08/25	08/28/2025	93968	1130	H.D. Fowler	1,273.33	20-21-6030	Operating Supplies
08/25	08/28/2025	93969	6289	Colton Hill	780.00	10-14-6090	Contract Services
08/25	08/28/2025	93970	5858	Jacobs Engineering Group Inc	68,851.47	53-43-7025	Construction
08/25	08/28/2025	93971	3978	KLB Enterprises	1,692.75	15-10-6015	Equipment Maintenance
08/25	08/28/2025	93972	699	Oregon Department of Transportation	513.50	50-10-7016	Vehicle
08/25	08/28/2025	93973	4	Lynneah Huber	715.50	10-06-4150	Capella Revenue
08/25	08/28/2025	93974	4	Morgan Broadwater	113.50	10-00-2070	Deposits
08/25	08/28/2025	93975	4	Rory Chadwick	266.00	10-00-2070	Deposits
08/25	08/28/2025	93976	4	Bradley Foster	266.00	10-00-2070	Deposits
08/25	08/28/2025	93977	4	Hannah Kinniburgh	266.00	10-00-2070	Deposits
08/25	08/28/2025	93978	4	Logan McKinnon	266.00	10-00-2070	Deposits
08/25	08/28/2025	93979	4	Leticia Perez	266.00	10-00-2070	Deposits
08/25	08/28/2025	93980	4	Eileen Foster	266.00	10-00-2070	Deposits
08/25	08/28/2025	93981	207	Quill Corporation	97.74	10-19-6030	Operating Supplies
08/25	08/28/2025	93982	6346	Michael T Runge	154.00	10-14-6090	Contract Services
08/25	08/28/2025	93983	6229	Wayne E Sheffel Jr	176.00	10-14-6090	Contract Services
08/25	08/28/2025	93984	582	South Coast Office Supply	258.26	10-11-6005	Office Supplies
08/25	08/28/2025	93985	6262	Stateline Tires LLC	630.00	10-19-6030	Operating Supplies
08/25	08/28/2025	93986	5377	Andrew Stubbs	372.80	10-14-6090	Contract Services
08/25	08/28/2025	93987	861	Village Express Mail Center	14.80	20-21-6030	Operating Supplies
08/25	08/28/2025	93988	5980	Jennifer Wolf	68.00	10-14-6120	Training/Travel
08/25	08/28/2025	93989	5980	Jennifer Wolf	528.00	10-14-6090	Contract Services
08/25	08/28/2025	93990	5992	Ziply Fiber	1,185.69	25-31-6135	Communications
Grand Totals:					522,223.54		

M = Manual Check, V = Void Check

Dated: _____

Mayor: _____

City Council: _____

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City Recorder: _____

Report Criteria:
Report type: Summary

M = Manual Check, V = Void Check

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 22, 2025

Originating Dept: PW/DS

Signature (submitted by)

City Manager Approval

Subject: System Development Charges Study Update

Background/Discussion:

On August 11th, the City Council adopted updated 20-year capital improvement plans (CIPs) for water, wastewater, stormwater, and transportation via Resolution no. 25-R-1284. That legislative act enabled Staff to develop the methodologies that are used to calculate updated SDC fees. By adopting this CIP resolution, the Council is not bound to adopt the proposed SDC rates that result from the CIP costs. That decision will be before the City Council as an agenda item at the October 27, 2025, regular business meeting.

Staff recognizes the Council's resistance to increasing fees on new development when the City needs affordable housing. To that end, the Council has flexibility under state law to encourage and promote targeted development within the context of SDC pricing. Staff recommends the Council consider adopting the updated SDC methodology but separate the rate issue. Possible options with respect to SDC pricing for the Council's consideration are:

1. Keep SDC fees at their current level of $19,353.64 per single family home which have been frozen since 2019.

2. Based on the cost of infrastructure capacity to serve future development, and consistent with the statutory rules, the City could increase SDCs to $21,527 (i.e., water, sewer, stormwater, transportation, and parks) for a new single-family home.

3. Freeze SDC fees at their current or increased level over a specified period of time (i.e. 5 to 10 years)

4. Subsidize all or a portion of the SDC fees to specific targeted types of residential development (i.e., multi-family, workforce housing, etc.) using the city's capital project fund.

5. Work with the development community to encourage specific targeted residential development with the granting of SDC credits on qualified public improvements as defined in Oregon Statutes.

6. Revise BMC language that will enhance current opportunities available for SDC deferrals and/or financing options.

The adoption of a new SDC methodology can be separated from the pricing strategies listed above the Council may choose to follow.

Attachments

a. BMC Chapter 13.25 – System Development Charges
b. BMC Chapter 17.180 – Workforce Housing
c. City of Tigard – Guidelines for SDC Exemptions
d. City of Brookings – SDC Multi-Family
e. City of Brookings – SDC Single Family
f. City of Brookings - Sample Building Permit Fee Schedule

Chapter 13.25
SYSTEMS DEVELOPMENT CHARGES

Sections:

13.25.010 Purpose.

13.25.020 Scope.

13.25.030 Definitions.

13.25.040 Established.

13.25.050 Methodology.

13.25.060 Authorized expenditures.

13.25.070 Expenditure restrictions.

13.25.080 Improvement plan.

13.25.090 Collection charge.

13.25.100 Delinquent charges – Hearing.

13.25.110 Installment payment.

13.25.120 Exemptions.

13.25.130 Credits.

13.25.140 Segregation and use of revenue.

13.25.150 Appeal.

13.25.160 Prohibited connection.

13.25.170 Penalty.

13.25.180 Construction.

13.25.010 Purpose.

The purpose of this chapter is to adopt systems development charges which impose a portion of the cost of capital improvements for water, wastewater drainage and treatment, streets, flood control and parks upon those developments that create a need for or increase the demands on capital improvements. [Ord. 91-O-477 § 1.]

13.25.020 Scope.

The systems development charge imposed by this chapter is separate from and in addition to any applicable tax, assessment, charge or fee otherwise provided by law or imposed as a condition of development. [Ord. 91-O-477 § 2.]

13.25.030 Definitions.

For purpose of this chapter:

A. "Capital improvements" means facilities or assets used for:

1. Water supply, treatment and distribution;

2. Wastewater collection, transmission, treatment and disposal;

3. Drainage and flood control;

4. Transportation, including, but not limited to, streets, sidewalks, bike lanes and paths, street lights, traffic signs and signals, street trees, public transportation, vehicle parking and bridges; or

5. Parks and recreation, including but not limited to, neighborhood parks, community parks, public open space and trail systems, buildings, courts, fields and other like facilities.

B. "Development" means conducting a building operation or making a physical change in the use of a structure or land which increases the usage or demand for usage of any capital improvement or which contributes to the need for additional or enlarged capital improvement(s).

C. "Improvement fee" means a fee for costs associated with capital improvements to be constructed after the date the fee is adopted pursuant to BMC 13.25.040.

D. "Land area" means the area of a parcel of land as measured by projection of the parcel boundaries upon a horizontal plane with the exception of a portion of the parcel within a recorded right-of-way or easement subject to a servitude for a public street or scenic or preservation purpose.

E. "Owner" means the owner or owners of record title or the purchaser or purchasers under a recorded sales agreement, and other persons having an interest of record in the described real property.

F. "Parcel of land" means a lot, parcel, block or other tract of land that is occupied or may be occupied by a structure or structures or other use, and that includes the yards and other open spaces required under the zoning, subdivision or other development ordinances.

G. "Qualified public improvements" means a capital improvement that is:

1. Required as a condition of residential development approval;

2. Identified in the plan adopted pursuant to BMC 13.25.080; and

3. Provides greater capacity than is necessary for the development and is available for other developers or system users for connection and use.

H. "Reimbursement fee" means a fee for costs associated with capital improvements constructed or under construction on the date the fee is adopted pursuant to BMC 13.25.040.

I. "Systems development charge" means a reimbursement fee, an improvement fee, or a combination thereof, assessed or collected at the time of increased usage of a capital improvement, at the time of issuance of a development permit for a development as defined by this chapter, or a building permit, or at the time of connection to the capital improvement. "Systems development charge" includes that portion of a sewer or water system connection charge that is greater than the amount necessary to reimburse the city for its average cost of inspecting and installing connections with water and sewer facilities. "Systems development charge" does not include fees assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed by a land use decision. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 3.]

13.25.040 Established.

A. Systems development charges shall be established and may be revised by resolution of the council.

B. Unless otherwise exempted by the provisions of this chapter or other local or state law, a systems development charge is hereby imposed upon all parcels of land within the city, and upon all lands outside the boundary of the city that connect to or otherwise use the sewer facilities, storm sewers or water facilities of the city. [Ord. 91-O-477 § 4.]

13.25.050 Methodology.

A. The methodology used to establish the reimbursement fee shall consider the cost of then-existing facilities, prior contribution by then-existing users, the value of unused capacity, rate-making principals employed to finance publicly owned capital improvements, and other relevant factors identified by the council. The methodology shall promote the objective that future system users shall contribute no more than an equitable share of the cost of then-existing facilities.

B. The methodology used to establish the improvement fee shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related. [Ord. 91-O-477 § 5.]

13.25.060 Authorized expenditures.

A. Reimbursement fees shall be applied only to capital improvements associated with the systems for which the fees are assessed, including expenditures relating to repayment of indebtedness.

B. 1. Improvement fees shall be spent only on capacity increasing capital improvements, including expenditures relating to repayment of future debt for the improvements. An increase in system capacity occurs if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to demands created by development.

2. A capital improvement being funded wholly or in part from revenues derived from the improvement fee shall be included in the plan adopted by the city pursuant to BMC 13.25.080.

C. Notwithstanding subsections (A) and (B) of this section, systems development charge revenues may be expended on the direct costs of complying with the provisions of this chapter, including the costs of systems development charge methodologies and providing an annual accounting of systems development charge expenditures. [Ord. 91-O-477 § 6.]

13.25.070 Expenditure restrictions.

A. Systems development charge revenues shall not be expended for costs associated with the construction of administrative office facilities that are more than an incidental part of other capital improvements.

B. Systems development charge revenues shall not be expended for costs of the operation or routine maintenance of capital improvements. [Ord. 91-O-477 § 7.]

13.25.080 Improvement plan.

The council shall adopt a plan that:

A. Lists the capital improvements that may be funded with improvement fee revenues;

B. Lists the estimated cost and time of construction of each improvement; and

C. Describes the process for modifying the plan. [Ord. 91-O-477 § 8.]

13.25.090 Collection charge.

A. The systems development charge is payable upon issuance of:

1. A building permit;

2. A development permit for development not requiring issuance of a building permit;

3. A permit to connect to the water system; or

4. A permit to connect to the sewer system.

B. If development is commenced or connection is made to the water or sewer system without an appropriate permit, the systems development charge is immediately payable upon the earliest date that a permit was required.

C. The finance and human resource director or the designee shall collect the applicable systems development charge from the owner of the parcel when a permit that allows building or development of a parcel is issued or when a connection to the water or sewer system to the city is made.

D. The building official or the designee shall not issue a permit or allow such connection until the charge has been paid in full, until provision for installment payments have been made pursuant to BMC 13.25.110, or unless an exemption is granted pursuant to BMC 13.25.120. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 9.]

13.25.100 Delinquent charges – Hearing.

A. When, for any reason, the systems development charge has not been paid, the finance and human resource director shall report to the city council the amount of the uncollected charge, the description of the real property to which the charge is attributable, the date upon which the charge was due and unpaid, and the name of the owner.

B. A public hearing shall be scheduled on the matter with notice of the hearing given to each owner together with a copy of the finance and human resource director's report concerning the unpaid charge. Notice of the hearing shall be given either personally or by certified mail, return receipt requested, or by both mail and personal service, with date of mailing or personal service at least 10

days before the date of the scheduled hearing, and by posting notice on the parcel at least 10 days before the date of the scheduled hearing.

C. At the hearing, the city council may accept, reject or modify the determination set forth in the report. If the city finds that a systems development charge is unpaid and uncollected, it shall, by motion, direct the finance and human resource director to docket the unpaid and uncollected systems development charge in the lien docket. Upon completion of the docketing the city shall have a lien against the described land for the full amount of the unpaid charge, together with interest at the legal rate and for the city's actual cost of serving notice of the hearing on the owners. The lien shall be enforceable in the manner provided in ORS Chapter 223. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 10.]

13.25.110 Installment payment.

A. When a systems development charge is due and collectible, to the extent provided for by resolution of the city council, the owner of the parcel of land subject to the charge may apply for payment in installments, to include interest, in accordance with the provisions of ORS 223.208.

B. The finance and human resource director shall provide application forms for installment payments, which shall include a waiver of all rights to contest the validity of the lien, except for correction of computational errors.

C. An applicant for installment payments shall have the burden of demonstrating the applicant's authority to grant the imposition of a lien on the parcel and that the interest of the applicant is adequate to secure payment of the lien.

D. The finance and human resource director shall docket the lien in the lien docket. From that time, the city shall have a lien on the property described in the amount of the system development charge, together with interest on the unpaid balance at the highest rate earned by the city on its cash investments at the time of application approval. At the finance and human resource director's discretion, the interest portion of all installment payments may be paid in advance, upon application approval, and recorded as a loan origination fee. [Ord. 14-O-730 § 2; Ord. 06-O-477B; Ord. 91-O-477 § 11.]

13.25.120 Exemptions.

A. Structures existing and occupied on or before the effective date of the ordinance codified in this chapter are exempt from a systems development charge imposed by this chapter. Conversions of residential use under the cottage industry standards are not included in this exemption.

B. Additions or alterations which do not increase the floor space of a structure, the land area occupied by the structure, are exempt from all portions of the systems development charge.

C. Additions or alterations which increase the floor space of a structure, or the land area occupied by the structure, shall receive a credit for the highest use calculated by the square footage of the existing building, to be applied as an offset to the system development charge calculation in cases where the new use has a lesser impact that the previous use. [Ord. 15-O-750 § 2; Ord. 14-O-730 § 2; Ord. 08-O-605 § 2; Ord. 91-O-477 § 12.]

13.25.130 Credits.

A. A credit shall be given for the cost of a qualified public improvement associated with a residential development. If a qualified public improvement is located partially on and partially off the parcel that is subject to the residential development approval, the credit shall be given only for the cost of the portion of the improvement that provides greater capacity than necessary and is available for other developers or system users for connection and use. The credit provided for by this section shall be only for the improvement fee charged for the type of improvement being constructed and shall not exceed the improvement fee even if the cost of the capital improvement exceeds the applicable improvement fee.

B. Credits shall not be transferable from one type of capital improvement to another. [Ord. 14-O-730 § 2; Ord. 08-O-605 § 3; Ord. 91-O-477 § 13.]

13.25.140 Segregation and use of revenue.

A. All funds derived from a particular type of systems development charge are to be segregated by accounting practices from all other funds of the city. The portion of the systems development charge calculated and collected on account of a specific facility system shall be used for no purpose other than those set forth in BMC 13.25.060.

B. The finance and human resource director shall provide the city council with an annual accounting, based on the city's fiscal year, for systems development charges showing the total amount of systems development charge revenues collected for each type of facility and the projects funded from each account. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 14.]

13.25.150 Appeal.

A. A person aggrieved by a decision required or permitted to be made under the provisions of this chapter, who has been denied the privilege of constructing or developing or a person challenging the propriety of an expenditure of systems development charge revenues may appeal the decision to the city manager by filing a written request with the city recorder within 15 days of the action appealed from describing with particularity the matter which forms the basis for the appeal.

B. Notwithstanding the provisions of subsection (A) of this section, an appeal of an expenditure must be filed within two years of the date of the alleged improper expenditure.

C. After an appeal has been filed, the systems development charge review board shall, within 15 days, notify the appellant of the time and place for consideration of the appeal and the appellant shall have the right to be present at the appeal hearing. The board shall schedule the appeal hearing within 35 days of the date of filing the written request for appeal. The board shall give full consideration to the evidence presented relative to the action appealed from and shall render its decision within seven days after the date of the final appeal hearing and shall notify the appellant of its decision, in writing.

D. Within 10 days following the decision of the board on the appeal, the appellant or city staff may request a final review of the city manager's decision by the city council. The city council shall determine whether the decision is in accordance with the provisions of this chapter and the provisions of state law and may modify, affirm or overrule the decision of the board and/or staff. In the event that the final decision determines that there has been an improper expenditure of systems development charge revenues, the city council shall direct that a sum equal to the misspent amount shall be deposited within one year to the credit of the account or fund from which it was spent.

E. Any legal action challenging the methodology adopted by the city council pursuant to BMC 13.25.050 shall not be filed later than 60 days after the adoption of the methodology. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 16.]

13.25.160 Prohibited connection.

No person may connect to the water, sewage or drainage systems of the city unless the appropriate systems development charges have been paid or the lien or installment payment method has been applied for and approved. [Ord. 91-O-477 § 17.]

13.25.170 Penalty.

Violation of BMC 13.25.160 is punishable pursuant to Chapter 1.05 BMC, General Penalty. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 18.]

13.25.180 Construction.

The rules of statutory construction contained in Chapter 174 ORS are adopted and by this reference made a part of this chapter. [Ord. 91-O-477 § 19.]

The Brookings Municipal Code is current through Ordinance 25-O-817, passed April 14, 2025.

Disclaimer: The City Recorder's office has the official version of the Brookings Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.

City Website: https://www.brookings.or.us/

City Telephone: (541) 469-2163

Codification services provided by General Code

Chapter 17.180
WORKFORCE HOUSING

Sections:

17.180.010 Purpose.

17.180.020 Definitions.

17.180.030 Density bonus.

17.180.040 Accessory dwelling unit.

17.180.050 System development charge (SDC) deferrals.

17.180.010 Purpose.

Affordable housing is needed within our community to provide for those individuals and households earning less than the median income as defined by the United States Department of Housing and Urban Development (HUD). The provisions of this chapter are intended to create flexibility, provide developer incentives and provide a means for developing affordable housing. [Ord. 08-O-620 § 2.]

17.180.020 Definitions.

"Accessory dwelling unit (ADU)" means a separate dwelling unit contained within or detached from a single-family dwelling on a single lot, containing 1,000 square feet or less, excluding any garage area or accessory buildings, and sharing a driveway with the primary dwelling unless from an alley. A recreational vehicle cannot be used as an accessory dwelling unit.

"Accessory dwelling unit occupant" means the renter of the ADU.

"Affordable ownership unit" means housing with a mortgage payment that does not exceed 30 percent of the qualifying annual net income.

"Affordable rental unit" means that the rent charged for the dwelling unit does not exceed 23 percent of the qualifying annual net income.

"Qualifying annual income" means annual net income that does not exceed 80 percent for ownership and 60 percent for rentals of the area median income as determined by the United States Department of Housing and Urban Development (HUD). [Ord. 08-O-620 § 2.]

17.180.030 Density bonus.

When applying to create a subdivision or planned unit development (PUD), the option of using a density bonus is available based on the following criteria:

Residential developments may devote 20 percent of the proposed lots to affordable housing pursuant to the following requirements:

A. In the following residential zones: SR, R-1, R-MH, a density bonus for up to 20 percent of the proposed lots would allow a minimum lot area for each dwelling unit of 4,000 square feet. No specific minimum lot width is required.

B. In the following residential zones: R-2, R-3, a density bonus for up to 20 percent of the proposed lots would allow a minimum lot area of 5,000 square feet for the first two dwelling units and for each additional unit the lot area shall increase by 1,000 square feet. No specific minimum lot width is required.

C. All other provisions and requirements of the zoning district shall apply.

D. Any lots created using the density bonus lesser square footage requirement must site a dwelling unit in compliance with one of the following options:

1. Affordable Housing for Purchase. Dwelling units designated as affordable housing available for purchase shall:

a. Only be sold to individuals or families whose annual net income does not exceed 80 percent of the area median income as determined by HUD; and

b. Have a mortgage payment not to exceed 30 percent of the monthly net income as outlined below:

i. Studio apartment: One-person qualifying monthly income;

ii. One bedroom: Two-person qualifying monthly income;

iii. Two bedrooms: Four-person qualifying monthly income;

iv. Three bedrooms: Six-person qualifying monthly income;

v. Four bedroom: Seven-person qualifying monthly income; and

c. Have a deed restriction signed and recorded establishing a period of affordability of not less than 15 years. In no event will a purchaser be required to sell the unit subject to this agreement for less than the purchase price plus any applicable closing costs and realtor fees. If an owner of a dwelling unit subject to this deed restriction decides to rent the unit, subsection (B) of this section is applicable.

2. Affordable Housing for Rent. Dwelling units designated as affordable housing available for rent shall:

a. Only be rented to individuals or families whose annual net income does not exceed 60 percent of the area median income as determined by HUD; and

b. Have the rent charged not exceed 23 percent of the qualifying family net income as outlined below:

i. Studio apartment: average of the one- and two-person qualifying monthly incomes;

ii. One bedroom: average of the two- and three-person qualifying monthly incomes;

iii. Two bedrooms: average of the three-, four-, and five-person qualifying monthly incomes;

iv. Three bedrooms: average of the four-, five-, six-, and seven-person qualifying monthly incomes;

v. Four bedrooms: average of the five-, six-, seven-, and eight-person qualifying monthly incomes; and

c. Have a deed restriction signed and recorded establishing a period of affordability of not less than 15 years.

d. An annual registration fee, set by resolution of the city council, must be paid and a copy of the current rental agreement provided to the city. Beginning January 1st of each year the city will conduct an annual review of registered affordable rentals to ensure compliance. Properties determined to be noncompliant shall be subject to abatement pursuant to BMC 8.15.090.

e. With any change of tenants new qualifying information must be provided to the city. [Ord. 08-O-620 § 2.]

17.180.040 Accessory dwelling unit.

The site plan committee shall authorize an accessory dwelling unit (ADU) only if it is found that all of the following general requirements are and will be met by the applicant:

A. An ADU may be created within, or detached from, any single-family dwelling, whether existing or new, as an accessory use.

B. Only one ADU may be created per parcel accessory to the single-family dwelling.

C. Only the property owner may apply for an ADU.

D. *Repealed by Ord. 21-O-794.*

E. An owner may convert an ADU to another lawful accessory use. If the owner wishes to re-convert the space to a dwelling unit, it may only be used in compliance with the ADU requirements.

F. *Repealed by Ord. 20-O-786.*

G. ADUs shall contain 1,000 square feet or less.

H. All other applicable standards for the zone, including but not limited to setbacks, must be met with the exception of requiring a garage.

I. An annual ADU registration fee set by resolution of the city council must be paid. Upon sale of the property, the new owner shall be required to reregister the ADU.

J. If a garage or detached structure does not currently meet setbacks, it may not be converted to an ADU.

K. The owner of the property shall pay system development charges (SDC) for the additional dwelling unit and accept full responsibility for sewer and water bills.

L. Neither the ADU nor the primary dwelling may be used as a short-term rental.

M. Beginning January 1st of each year the city will conduct an annual review of registered ADUs to ensure compliance. Properties determined to be in noncompliance shall be subject to abatement pursuant to BMC 8.15.090. [Ord. 21-O-794 § 2 (Exh. A); Ord. 20-O-786 § 2 (Exh. A); Ord. 08-O-620 § 2.]

17.180.050 System development charge (SDC) deferrals.

The city of Brookings will offer SDC deferrals to developers of housing projects that contain affordable units as defined in BMC 17.180.020 pursuant to the following requirements:

A. SDC deferrals will be offered for a period of two years at a zero percent interest rate. Developers utilizing this incentive will be required to sign a promissory note and system development charge deferral agreement with the city of Brookings. The SDC deferral agreement must be recorded and a copy provided to the city.

B. SDCs will be due in full or will need to be financed with the city of Brookings prior to transfer of ownership or at the end of the two-year deferral period.

C. The rental of a dwelling unit with an SDC deferral must comply with BMC 17.180.030(D)(2), Affordable Housing for Rent. [Ord. 08-O-620 § 2.]

The Brookings Municipal Code is current through Ordinance 25-O-817, passed April 14, 2025.

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Codification services provided by General Code

City *of* Tigard
FINANCE DEPARTMENT

Systems Development Charge (SDC) Guidelines for Regulated Affordable Housing Exemptions

OVERVIEW

Tigard Municipal Code (TMC) Subsection 3.24.100.D. allows for exemption of city transportation and park Systems Development Charges (SDCs) for regulated affordable housing.

The Regulated Affordable Housing SDC Exemption Program is managed jointly by the Community Development Department and Finance and Information Services Department. The program allows for the exemption of only city transportation and park SDCs for regulated affordable housing units located within the City of Tigard. Other SDCs for water, sanitary sewer, and stormwater systems, if the development is subject to these charges, are NOT exempt under this program.

Regulated affordable housing is defined in TMC Section 3.24.030 as housing that is made affordable through public subsidies or statutory regulations that restrict or limit resident income levels or rents. To be considered regulated affordable housing, units must:

1. Have a local, state, or federal compliance agreement or contract;
2. Be affordable to households at or below 80% median family income as defined annually by Housing and Urban Development (HUD) for the Portland-Vancouver Metropolitan Statistical Area (MSA); and
3. Remain regulated affordable housing units for a minimum of 20 years from the date of occupancy.

ELIGIBILITY REQUIREMENTS

To be eligible for the Regulated Affordable Housing SDC Exemption Program, the proposed development must:

- Be located within the City of Tigard;
- Meet regulated affordable housing definition and considerations as stated in TMC Section 3.24.030;
- Have submitted a building permit application;
- Enter into a local, state, or federal compliance agreement or contract that, at minimum, specifies the number of units that will be affordable for at least 20 years and how the entity(ies) will monitor compliance;
- Record a restrictive covenant that states that the specified number of units will remain regulated affordable housing for a minimum of 20 years from the date of occupancy; and
- Submit a complete System Development Charge (SDC) Exemption Application for Regulated Affordable Housing.

APPLICATION SUBMITTAL REQUIREMENTS

To apply for exemption, prior to the City's issuance of the building permit, the applicant must submit the following:

- Completed System Development Charge (SDC) Exemption Application for Regulated Affordable Housing
- Proof of property ownership (copy of property deed or title report)
- Legal description of the property

- Plat map
- A copy of the compliance agreement or contract with local, state, or federal entity(ies)
- A separate application must be submitted for each building permit.

It is the applicant's sole responsibility to ensure that the application for the SDC exemption is submitted and approved before the payment of all SDCs is due to the City, pursuant to TMC Section 3.24.080. In accordance with TMC Subsection 3.24.080.B, the City may not issue a building permit or allow connection to the City's systems until either all SDCs have been paid in full or an exemption has been granted.

All materials must be submitted before the application will be reviewed. Contact the SDC Administrator at 503-718-2662 or **SDC@tigard-or.gov** with any questions regarding the application process.

CITY PROCESS

Approval

Once an application is approved, the City will provide the property owner/owner's representative with a *Compliance Agreement, Declaration of Restrictive Covenants and Equitable Servitude* that will include the amount of the SDC exemption(s) and a restriction that the units will remain regulated affordable housing units for a minimum of 20 years from the date of occupancy. This document must be executed by both parties. The applicant must record this document with Washington County prior to the City's issuance of a building permit. A copy of the recorded document must be submitted to the City. This restriction will bind the property through transfers of ownership.

Denial

If the application is not approved, the applicant will receive a denial letter stating the reason the application was denied. The denial letter will also list any remedies that the applicant may take to allow the application to be resubmitted for another review.

Disqualifying Event

In the event the property or a portion of the property for which an exemption is granted ceases to be utilized for regulated affordable housing before the minimum 20-year requirement, the SDC Exemption will automatically be revoked and the exempted SDCs will be immediately due and payable, plus interest. Interest will be charged from the date of issuance of occupancy permits to the payment date at the rate stated in the City's fees and charges schedule. If no rate is set, then the interest on the exempted amount will default to prime rate as published by the Wall Street Journal at the date of occupancy plus four percent. The City may also withhold issuance of building or development permits for the applicant until all repayments for a revoked exemption have been made in full.

Compliance

The City of Tigard reserves the right to request copies of compliance or monitoring reports completed by funder(s) or auditor(s) that show the applicant continues to comply with the 20-year occupancy requirement for regulated affordable housing.

CITY OF BROOKINGS

SYSTEM DEVELOPMENT FEE CHARGES

Multi-Family Residential - Inside City Limits

Effective July 1, 2019

				MFR SDC/Unit	Units
1101	Streets-	Improvement	$	940.95	1
1103	Water-	Improvement	$	797.00	1
1105	Sewer-	Improvement	$	3,416.35	1
1107	Parks-	Improvement	$	1,592.02	1
1109	Storm Drains-	Improvement	$	474.84	1
			$	7,221.16	
1102	Streets-	Reimbursement	$	230.64	1
1104	Water-	Reimbursement	$	152.00	1
1106	Sewer-	Reimbursement	$	7,078.14	1
1108	Parks-	Reimbursement	$	278.26	1
1110	Storm Drains-	Reimbursement	$	661.73	1
			$	8,400.77	
	System Development Fee Total		$	15,621.93	
1111	2% SDC Administration Fee		$	312.44	1
		Total Fees	$	15,934.36	

CITY OF BROOKINGS

SYSTEM DEVELOPMENT FEE CHARGES

Single Family Residential

Effective July 1, 2019

				Reimb. %	Improv %	
1101	Streets-	Improvement	$1,344.22		80.31%	
1103	Water-	Improvement	$2,212.22		84.02%	
1105	Sewer-	Improvement	$3,795.94		32.55%	
1107	Parks-	Improvement	$1,592.02		85.12%	
1109	Storm Drains-	Improvement	$474.84		41.78%	
			$9,419.24		49.64%	Average
1102	Streets-	Reimbursement	$329.48	19.69%		
1104	Water-	Reimbursement	$420.85	15.98%		
1106	Sewer-	Reimbursement	$7,864.60	67.45%		
1108	Parks-	Reimbursement	$278.26	14.88%		
1110	Storm Drains-	Reimbursement	$661.73	58.22%		
			$9,554.92	50.36%		Average
	System Development Fee Total		$18,974.16			
1111	2% SDC Administration Fee		$379.48			
		Total Fees	$19,353.64			

City of Brookings

898 Elk Drive
Brookings,OR 97415
Phone: 541-469-1135
Fax: 541-469-3650

Record Fees

154-25-000082-STR
BROOKINGS, OR 97415

www.brookings.or.us

epermitting@brookings.or.us

Work Description: NEW 1878 SF HOME W/586 SF GARAGE
Contractor Provided Job Value: $450,000.00

Fee	Qty	Fee Amt	Fee Status	Amt Paid	Balance Due
SDC - Parks (Reimbursement)	1 Ea	$278.26	INVOICED	$278.26	$0.00
SDC - Parks (Improvement)	1 Ea	$1,592.02	INVOICED	$1,592.02	$0.00
SDC - Transportation (Reimbursement)	1 Ea	$329.48	INVOICED	$329.48	$0.00
SDC - Transportation (Improvement)	1 Ea	$1,344.22	INVOICED	$1,344.22	$0.00
SDC - Storm Drainage (Reimbursement)	1 Ea	$661.73	INVOICED	$661.73	$0.00
SDC - Storm Drainage (Improvement)	1 Ea	$474.84	INVOICED	$474.84	$0.00
SDC - Water (Reimbursement)	1 Ea	$420.85	INVOICED	$420.85	$0.00
SDC - Water (Improvement)	1 Ea	$2,212.22	INVOICED	$2,212.22	$0.00
Permit Clearance Review	1 Ea	$223.00	INVOICED	$223.00	$0.00
SDC - Sewer (Reimbursement)	1 Ea	$7,864.60	INVOICED	$7,864.60	$0.00
SDC - Sewer (Improvement)	1 Ea	$3,795.94	INVOICED	$3,795.94	$0.00
SDC - Administrative Fee - enter SDC fee total	18974 Amount	$379.48	INVOICED	$379.48	$0.00
Structural plan review fee	1 Amount	$1,694.55	INVOICED	$1,694.55	$0.00
Air handling unit of up to 10,000 cfm	1 Ea	$20.00	INVOICED	$20.00	$0.00
Structural building permit fee	1 Ea	$2,607.00	INVOICED	$2,607.00	$0.00
Chimney/liner/flue/vent	1 Ea	$20.00	INVOICED	$20.00	$0.00
Clothes dryer exhaust	1 Ea	$20.00	INVOICED	$20.00	$0.00
Decorative gas fireplace	1 Ea	$50.00	INVOICED	$50.00	$0.00
Flue vent for water heater or gas fireplace	1 Ea	$20.00	INVOICED	$20.00	$0.00
Gas fuel piping outlets	3 Ea	$60.00	INVOICED	$60.00	$0.00
Heat pump	1 Ea	$20.00	INVOICED	$20.00	$0.00
Hood served by mechanical exhaust, including ducts for hood	1 Ea	$20.00	INVOICED	$20.00	$0.00
Range hood/other kitchen equipment	1 Ea	$50.00	INVOICED	$50.00	$0.00
Ventilation system not a portion of heating or air-conditioning system authorized by permit	3 Ea	$60.00	INVOICED	$60.00	$0.00
Water heater	1 Ea	$20.00	INVOICED	$20.00	$0.00
State of Oregon Surcharge - Mech (12% of applicable fees)	1 Ea	$43.20	INVOICED	$43.20	$0.00
State of Oregon Surcharge - Bldg (12% of applicable fees)	1 Ea	$312.84	INVOICED	$312.84	$0.00

Total Fees:	$24,594.23
Total Invoiced Fees:	$24,594.23
Total Fees Paid:	$24,594.23
Total Balance Due:	$0.00

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: 9-22-2025

Originating Dept: Admin.

Signature (submitted by)

City Manager Approval

Subject: Reboot of TPAC

Financial Impact: TBD

Background/Discussion:

In 2012, the City Council established the Tourism Promotion Advisory Committee (TPAC) to advise the City on the use of Transient Lodging Tax (TLT) revenues and assist in developing tourism promotion strategies. Over the years, TPAC provided useful recommendations but also faced challenges typical of a standing committee: limited stakeholder representation, formal structures that slowed responsiveness, and overlap with other community organizations.

June 22, 2020 there was a motion to adopt "Resolution 20-R-1191 disbanding the Tourism Promotion Advisory Committee, and request the City Manager bring back related ordinance changes. The recommendation was to repeal and disband TPAC.

As tourism has become a more significant driver of economic development for Brookings, it is increasingly important to ensure broad-based, nimble, and inclusive stakeholder engagement. Many communities nationwide are shifting from traditional advisory committees to collaborative models, which better reflect the dynamic nature of tourism and its reliance on cross-sector partnerships.

Discussion

Staff has reviewed the original ordinance, consulted examples from similar coastal and tourism-driven municipalities, and evaluated areas of improvement based on prior feedback and current challenges. Key goals of the proposed reboot include:

- Ensuring broad community representation and expertise
- Strengthening the clarity of TPAC's role as a **strategic advisory body**
- Aligning TPAC's scope with the City's broader tourism goals
- Enhancing transparency, meeting standards, and reporting procedures
- Establishing a consistent structure for evaluating and recommending TLT-funded initiatives

Key Proposed Changes:

- Expand TPAC to **nine (9) voting members** to allow broader stakeholder input

- Clarify member qualificàtions, including required representation from lodging, business, and tourism-related entities
- Define appointment terms, attendance expectations, and leadership structure
- Formalize the collaborative advisory role in reviewing tourism projects, evaluating impact, and making funding recommendations
- Require quarterly public meetings, with minutes submitted to Council and compliance with Oregon Public Meeting Law
- Establish staff support protocols and documentation processes to ensure accountability and follow-through

The revised TPAC structure is designed to support informed, community-driven guidance on the allocation of tourism-related resources and initiatives.

Key Advantages of a Collaborative Model:

1. **Shared Ownership:** Moves beyond a City-led committee to a joint partnership model with business, nonprofit, and community stakeholders.
2. **Flexibility:** Less rigid than a formal commission structure; allows task forces, project-based teams, and ad hoc working groups.
3. **Innovation:** Encourages creative solutions by engaging diverse voices directly involved in tourism and hospitality.
4. **Transparency & Accountability:** Still reports to the City Council, but relies on shared decision-making and open communication with the public.

Fiscal Impact

There is no direct fiscal impact from restructuring TPAC. All collaborative work remains advisory in nature, and implementation of tourism initiatives or funding allocations will continue to require Council approval. Staff time to support the collaborative will be absorbed within current workloads.

The Tourism Promotion Advisory Collaborative (TPAC) shall serve as an advisory body to the City Council on the strategic use of Transient Occupancy Tax (TLT) funds, with the purpose of promoting and enhancing tourism in the City of Brookings. The collaborative will work mutually with City staff and contract service providers to recommend programs, events, marketing strategies, and partnerships that strengthen the local economy through increased visitor spending.

Collaborative Structure & Membership

A. Membership

1. The Collaborative shall consist of **nine (9) voting members**, appointed by the Mayor and confirmed by the City Council.

2. To reflect diverse perspectives and expertise, the following **representation model** is recommended (mirroring national best practices):
    - At least **four (4)** Brookings city residents
    - At least **two (2)** representatives from the local lodging or hospitality industry
    - One (1) representative from the Brookings-Harbor Port District
    - One (1) representative from the Curry County Chamber of Commerce
    - One (1) at-large member with demonstrated interest or expertise in tourism, marketing, or economic development
3. All members must reside or own a business in Curry County and demonstrate an economic, civic, or professional interest in the City of Brookings.
4. Collaborative members may not be current City officials or employees.
5. No member shall serve on another City-appointed collaborative or committee simultaneously.

B. Terms of Appointment and Removal

1. Collaborative terms shall be for **three (3) years**, with initial appointments staggered to ensure continuity:
    - Three members – 3 years
    - Three members – 2 years
    - Three members – 1 year
2. No member shall serve more than **two consecutive full terms.**
3. Mid-term vacancies shall be filled by Council appointment for the remainder of the term.
4. Members may be removed by a majority vote of the City Council.
5. Missing more than 50% of meetings in a calendar year without chair approval shall result in automatic termination.

C. Officers

1. A **Chair and Vice-Chair** shall be elected annually at the final meeting of each calendar year.
2. Officers shall begin their roles at the first meeting of the following calendar year.

D. Meetings, Quorum, and Voting

1. A quorum shall consist of a **majority of appointed members (5 of 9).**
2. The Collaborative shall meet **at least once per quarter** and as needed for timely decisions.
3. All meetings must comply with **Oregon Public Meeting Law (ORS Chapter 192).**
4. Votes shall be recorded roll-call style and reflected in the meeting minutes.
5. All formal recommendations shall be submitted to the City Council via staff-prepared Council Agenda Reports (CARs).

E. Powers and Duties (Clarified & Expanded)

1. Serve as an **advisory body** only—TPAC shall make **recommendations** to the City Council and shall not authorize spending or enter into agreements.
2. Review and recommend funding allocations for events, marketing campaigns, and tourism-related projects that align with the City's strategic tourism goals.
3. Provide guidance on:
    - Annual tourism promotion budgets and priorities
    - Partnerships with tourism-related entities (e.g., Chamber, Port District, regional DMO)
    - Marketing and branding efforts
    - Event development and support
4. Evaluate the effectiveness of tourism programs and expenditures using key performance indicators (e.g., TLT growth, visitor data, social media engagement, event attendance).
5. Ensure all decisions and recommendations are made in the spirit of **fiscal responsibility, community benefit, and long-term sustainability**.

F. Staff Support

1. The **City Manager or designee** shall serve as the primary staff liaison, providing:
    - Administrative support for agendas, minutes, and communications
    - Budgetary insight and coordination with City finance staff
    - Facilitation of contracts and reporting related to TLT-funded projects
2. City staff will coordinate presentations, reports, and data tracking to assist TPAC in making informed recommendations.

G. Next Steps for Reboot:

- **Publicly recruit** collaborative applicants using clear criteria that reflect this updated structure.
- **Host an orientation** for new TPAC members to outline duties, TLT funding basics, tourism strategy, and governance structure.
- Align the **City's tourism branding and marketing strategy** with collaborative input and Council-adopted goals.
- Review existing tourism partnerships (e.g., with the Chamber or Port) for effectiveness and renewal.

Alternatives

1. Approve the proposed collaborative restructuring and direct staff to begin recruitment.
2. Recommend modifications to the proposal and return with an amended version.
3. Retain the existing TPAC structure without revisions
4. Pursue tourism planning through staff and contracted partners only (not recommended)

Attachment(s)

2014 Ordinance 14-0-732
2020 Repeal of 14-0-732

IN AND FOR THE CITY OF BROOKINGS

STATE OF OREGON

ORDINANCE 14-O-732

IN THE MATTER OF ORDINANCE 14-O-732, AN ORDINANCE ADDING CHAPTER 2.57, TOURISM PROMOTION ADVISORY COMMITTEE, TO BROOKINGS MUNICIPAL CODE TITLE 2, ADMINISTRATION AND PERSONNEL.

Sections:

Section 1. Ordinance identified.
Section 2. Adds Chapter 2.57

The City of Brookings ordains as follows:

Section 1. Ordinance Identified. This ordinance adds Chapter 2.57, Tourism Promotion Advisory Committee, to Brookings Municipal Code Title 2, Administration and Personnel.

Section 2. Adds Chapter 2.57 : Chapter 2.57 is added to read as follows:

Chapter 2.57
TOURISM PROMOTION ADVISORY COMMITTEE

Sections:

2.57.010 Name.
2.57.020 Mission and goals.
2.57.030 Powers and duties.
2.57.040 Organization.

2.57.010 Name.

The Brookings City Council hereby creates the Tourism Promotion Advisory Committee.

2.57.020 Mission and goals

A. The primary role of the Tourism Promotion Advisory Committee is to advise the City Council on the use of transient occupancy tax (TOT) revenues allotted for tourism promotion pursuant to BMC Chapter 3.10.

B. Nothing in this chapter shall be interpreted as authorizing the City to conduct a tourism promotion campaign.

C. It is the goal of the City Council to expend tourism promotion funds in a coordinated and efficient manner with funding to be provided for a few selected projects and events each year.

2.57.030 Powers and duties.

A. Duties and Responsibilities.

1. The Tourism Promotion Advisory Committee is an advisory body to the City Council. It has no authority to spend or approve the expenditure of City funds. Its recommendations are made to the City Council through its minutes.

2. Committee members shall serve at the pleasure of the City Council.

3. Committee membership is honorary and without compensation.

4. All Committee meetings shall be open to the public and held in a place that is handicapped accessible.

5. Committee minutes, as prepared by staff and approved by the Committee, shall be submitted to the City Council for acceptance. The minutes shall be approved, with or without amendments, additions or corrections, by affirmative action of the Committee at its next meeting.

2.57.040 Organization.

A. Membership.

1. The Committee shall consist of seven voting members to be appointed by the Mayor with approval of the City Council.

2. Insofar as possible, City residents shall have precedence over other applicants.

   a. All members of the Committee shall be residents of Curry County. At least four of the seven members shall be residents of the City of Brookings. Non-city residents must have an economic interest, such as property ownership, business ownership, or employment, within the City. These members shall not be officials or employees of the city.

   b. No member of any other City Council-appointed board, Committee or committee shall simultaneously serve on the Tourism Promotion Advisory Committee.

3. Meeting minutes shall be recorded by the City Manager, or his/her designee.

B. Terms of Appointment/Removal/Vacancies.

1. Terms shall be initially staggered so that three members serve a term of three years, two members serve a term of two years and two members serve a term of one year. Thereafter, all terms shall be for three years.

2. No member shall be eligible to serve for more than two full terms on the Committee.

3. Vacancies created by a mid-term resignation or termination shall be filled by appointment as provided under BMC Section 2.57.040 (A)(1).

4. Members may be removed by a majority vote of the City Council for any reason and at any time during the member's term of appointment. Failure of a member to attend at least 50 percent of regularly scheduled meetings during a 12 month period, shall result in automatic termination, unless the absences have been excused by the Committee's chair.

C. Election of Officers.

1. At the last meeting of each calendar year, a chair and vice-chair shall be elected from the voting members of the Committee to serve a one-year term.

2. Newly elected officers shall take their seats at the first meeting of the next calendar year.

3. No member shall serve more than two consecutive years in any one office.

D. Quorum/Rules/Meetings.

1. A majority of appointed Committee members shall constitute a quorum.

2. The Committee shall meet at least once each quarter, at a time and place as may be fixed by consensus of the voting members, and at other times as deemed necessary by the City Manager when action is required on referrals from the agency. All meetings shall be open to the public and noticed in accordance with State Public Meeting Law (ORS Chapter 192).
3. Voting by the Committee on all matters shall be consistent with the process adopted by the City Council under BMC 2.05.160, with the exception that the staff member taking the minutes shall call the names of each member and record the votes.
4. Recommendations made by the Committee shall be submitted to the City Council in the manner prescribed by City administrative regulation.

E. Staffing

1. The City Manager or his/her designee, shall provide staff support to the Committee in the same manner as staff provides support to other committees and commissions to include;
   a. Preparation of reports containing recommendations for projects to achieve the goal of promoting tourism.
   b. Review and make recommendations for funding special events.
   c. Transmitting recommendations from the Committee to the City Council.
2. All projects, programs and contracts funded through allocation of TOT funds shall be administered by the City Manager or his/her designee.

First Reading: May 27, 2014 Passage: May 27, 2014

Second Reading: May 27, 2014 Effective Date: June 26, 2014

Signed by me in authentication of its passage this 28th day of May, 2014

ATTEST:

Ron Hedenskog

Mayor Ron Hedenskog

City Recorder Joyce Heffington

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 27, 2014

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Ordinance formally creating the Tourism Promotion Advisory Commission.

Recommended Motion: Adopt Ordinance 14-O-732, adding Chapter 2.57, Tourism Promotion Advisory Committee, to Brookings Municipal Code, Title 2, Administration and Personnel.

Background/Discussion:
In August 2012, The City Council established a Tourism Promotion Advisory Committee (TPAC) in August 2012. The stated purpose of the TPAC was to "work with the City staff and contract service providers in the development and implementation of a tourism promotion program, and to report back to the City Council on the effectiveness of said program."

In August 2013 the City Council indicated that they wanted TPAC to "explore alternative structures for its committee and explore the feasibility of a joint relationship for tourism promotion with the Brookings Harbor Port District and the Brookings Harbor Chamber of Commerce."

At its April 7 workshop, the City Council discussed staff's concerns that TPAC was doing more than making recommendations and directed staff to draft an ordinance formally creating the committee and defining its role. Council met again on May 5, in a joint workshop with TPAC members, to discuss the draft ordinance.

Ordinance 14-O-732 is similar to that which created the Urban Renewal Advisory Commission and indicates that the primary role of the TPAC is to advise the City Council on the use of transient occupancy tax revenues allocated for tourism promotion. Adoption of the attached ordinance will formally create the Tourism Promotion Advisory Committee in the Brookings Municipal Code.

Attachment(s):

a. Ordinance adding Chapter 2.57 to the BMC.
b. April 7 and May 5 Council Workshop reports.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2020

Originating Dept: Finance and Admin

Signature (submitted by)

City Manager Approval

Subject: Discussion on Disbanding Tourism Promotion Advisory Committee (TPAC)

Recommended Motion:

Motion to adopt Resolution 20-R-1191 disbanding the Tourism Promotion Advisory Committee, and request the City Manager bring back related ordinance changes.

Financial Impact:

N/A

Background/Discussion:

City Council created the Tourism Promotion Advisory Committee (TPAC) in May 2014 by the adoption of Ordinance 14-O-732, adding Chapter 2.57 to the Brookings Municipal Code (BMC).

TPAC is made up of seven (7) positions, each having three (3) year terms. All members must reside in Curry County. Four (4) of those positions must be residents of Brookings. There are three current positions expiring on June 30, 2020.

There have been less items on the agenda for the last couple of years, and of course even less after COVID. Committee members have often voiced concerns that the Committee is only advisory.

Staff is grateful for the input and recommendations provided by TPAC over the years; and believes this has been valuable as the City began tourism promotions activities, separate from the Chamber. Staff recommends that we disband TPAC, and look to prior TPAC members and other interested citizens as stakeholders and hold stakeholder meetings, annually or as needed. This would be similar to what we have done with Urban Renewal. I felt the Urban Renewal Workshop held in January with stakeholders was beneficial.

Attachment(s):

a. Resolution 20-R-1191
b. May 27, 2014 Council Agenda Report

2017 TPAC ATTENDANCE												
	19-Jan	16-Feb	16-Mar	20-Apr	18-May	15-Jun	20-Jul	17-Aug	21-Sep	19-Oct	16-Nov	21-Dec
Bob Pieper	X	X	X	X	X	X			X			X
Chuck Costello		X	X	X	X	X	X	Resigned 8-14-2017				
Dane Tippman	Appointed 6-12-2017					X	X		X	X	X	X
Candice Michel	X	X	X	X	X	X			X	X	X	X
Angela Christian	X	X	X	X		X	X		X	X	X	X
Tim Patterson	X	X	X	X	X	X	X				X	X
Skip Watwood	X	X	X	X	X	X			X	X	X	
Sonya Billington	Appointed 8-14-2017								X	X	X	

2016 TPAC ATTENDANCE														
	21-Jan	18-Feb	17-Mar	21-Apr	19-May	16-Jun	28-Jul	18-Aug	26-Aug	29-Sep	20-Oct	8-Nov	17-Nov	15-Dec
Bob Pieper	X	X	X	X			X	X	X	X			X	X
Chuck Costello	Appointed 12/15/2016													X
Mary Geyer	Appointed 5-9-2016					X	X	X	X	Resigned				
Candice Michel	X	X	X	X	X	X	X	X	X	X		X	X	X
Angela Christian	Appointed 7-11-2016						X	X	X			X	X	X
Tim Patterson	X	X	X	X	X	X	X	X	X	X			X	X
Skip Watwood	X	X	X	X	X	X	X		X	X				X

CITY OF BROOKINGS

RESOLUTION 20-R-1191

A RESOLUTION OF THE CITY OF BROOKINGS DISBANDING TOURISM PROMOTIONS ADVISORY COMMITTEE.

WHEREAS, the Tourism Promotions Advisory Committee was created by Ordinance 14-O-732, adding Chapter 2.57 to the Brookings Municipal Code, and

WHEREAS, in the last year the number of items on the agenda has significantly decreased, and

WHEREAS, the tasks performed by the Tourism Promotions Advisory Committee can be performed at the staff level, and

WHEREAS, it is determined the services of a Tourism Promotions Advisory Committee are no longer essential;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings, Curry County, Oregon, that the Tourism Promotions Advisory Committee is hereby disbanded.

Passed by the City Council June 22, 2020, and made effective the same date.

Mayor Jake Pieper

Attest:

City Recorder Janell K Howard

Chapter 2.57
TOURISM PROMOTION ADVISORY COMMITTEE

Sections:

2.57.010 Name.
2.57.020 Mission and goals.
2.57.030 Powers and duties.
2.57.040 Organization.

2.57.010 Name.

The Brookings city council hereby creates the tourism promotion advisory committee. [Ord. 18-O-772 § 2 (Exh. A), Ord. 14-O-732 § 2.]

2.57.020 Mission and goals.

A. The primary role of the tourism promotion advisory committee is to advise the city council on the use of transient occupancy tax (TOT) revenues allotted for tourism promotion pursuant to Chapter 3.10 BMC.

B. Nothing in this chapter shall be interpreted as authorizing the city to conduct a tourism promotion campaign.

C. It is the goal of the city council to expend tourism promotion funds in a coordinated and efficient manner with funding to be provided for a few selected projects and events each year. [Ord. 18-O-772 § 2 (Exh. A), Ord. 14-O-732 § 2.]

2.57.030 Powers and duties.

A. Duties and Responsibilities.

1. The tourism promotion advisory committee is an advisory body to the city council. It has no authority to spend or approve the expenditure of city funds. Its recommendations are made to the city council through its minutes.

2. Committee members shall serve at the pleasure of the city council.

3. Committee membership is honorary and without compensation.

4. All committee meetings shall be open to the public and held in a place that is handicapped accessible.

5. Committee minutes, as prepared by staff and approved by the committee, shall be submitted to the city council for acceptance. The minutes shall be approved, with or without amendments, additions or corrections, by affirmative action of the committee at its next meeting. [Ord. 18-O-772 § 2 (Exh. A), Ord. 14-O-732 § 2.]

2.57.040 Organization.

A. Membership.

1. The committee shall consist of seven voting members to be appointed by the mayor with approval of the city council.

2. Insofar as possible, city residents shall have precedence over other applicants.

a. All members of the committee shall be residents of Curry County. At least four of the seven members shall be residents of the city of Brookings. Noncity residents must have an economic interest, such as property ownership, business ownership, or employment, within the city. These members shall not be officials or employees of the city.

b. No member of any other city council-appointed board, committee or commission shall simultaneously serve on the tourism promotion advisory committee.

3. Meeting minutes shall be recorded by the city manager, or his/her designee.

B. Terms of Appointment/Removal/Vacancies.

1. Terms shall be for three years.

2. Vacancies created by a mid-term resignation or termination shall be filled by appointment as provided under subsection (A)(1) of this section.

3. Members may be removed by a majority vote of the city council for any reason and at any time during the member's term of appointment. Failure of a member to attend at least 50 percent of regularly scheduled meetings during a 12-month period shall result in automatic termination, unless the absences have been excused by the committee's chair.

C. Election of Officers.

1. At the last meeting of each calendar year, a chair and vice-chair shall be elected from the voting members of the committee to serve a one-year term.

2. Newly elected officers shall take their seats at the first meeting of the next calendar year.

3. No member shall serve more than two consecutive years in any one office.

D. Quorum/Rules/Meetings.

1. A majority of appointed committee members shall constitute a quorum.

2. The committee shall meet at least once each quarter, at a time and place as may be fixed by consensus of the voting members, and at other times as deemed necessary by the city manager when action is required on referrals from the agency. All meetings shall be open to the public and noticed in accordance with State Public Meeting Law (ORS Chapter 192).

3. Voting by the committee on all matters shall be consistent with the process adopted by the city council under BMC 2.05.160, with the exception that the staff member recording the votes may call for a voice vote unless a polled vote is required by state law.

4. Recommendations made by the committee shall be submitted to the city council in the manner prescribed by city administrative regulation.

E. Staffing.

1. The city manager or his/her designee shall provide staff support to the committee in the same manner as staff provides support to other committees and commissions to include:

a. Preparation of reports containing recommendations for projects to achieve the goal of promoting tourism.

b. Review and make recommendations for funding special events.

c. Transmitting recommendations from the committee to the city council.

2. All projects, programs and contracts funded through allocation of TOT funds shall be administered by the city manager or his/her designee. [Ord. 18-O-772 § 2 (Exh. A); Ord. 14-O-732 § 2.]