

**CITY OF PORT ORFORD
REGULAR SESSION OF THE COMMON COUNCIL
THURSDAY, March 21st, 2024, AT 5:30 P.M.**

If you can not join in person, please feel free to join this meeting from your computer, tablet or smartphone.

<https://meet.goto.com/576001629>

You can also dial in using your phone.

United States (Toll Free): 1 (877) 309-2073

United States: 1 (646) 749-3129

Access Code: 576-001-629

AGENDA

1. Call to order/roll call/ pledge of allegiance
2. Additions to the Agenda
3. Presentations to the Council/Citizens
 - a. Speeding In Port Orford (pg. 3-5): Speeding has been an issue around town; Planning Commissioner Jenn Head has investigated traffic calming measures and will present her findings to Council.
 - b. Historic Preservation Society: The History Preservation Society is attempting to register the Port Orford Jail as a Historic Site. To move forward they need City Council Approval.
 - c. Curry County Sheriff Levy: Curry County is increasing the Levy for the Sheriff's Department. They are sending a representative to explain why the Levy is necessary and how much it will cost.
4. Consent Calendar (pg. 6-12)
 - a. Minutes November 16th, 2023 (pg. 6-10)
 - b. Minutes March 4th, 2024 (pg. 11-12)
5. Citizen's Concerns (On agenda items only – 3 minute time limit)
6. Departmental Reports (pg. 13-17)
 - a. Administration (pg. 13)
 - b. Finance
 - c. Public Works (pg. 14-15)
 - d. Police
 - e. Planning
 - f. Mayors Report
 - g. Liaison
 - i. Port – Webb
 - ii. School – Rask
 - iii. Fire District - Tidey
 - iv. Watershed – Vileisis (pg. 16-17)
 - v. Parks - Tidey
 - vi. TLT - Pogwizd
 - vii. Mainstreet – Burns (pg. 17)
 - viii. Emergency Prep. – Burns (pg. 17)
7. Old Business

8. New Business (pg. 18-34)

- a. Beacon Broadband Franchise Agreement (pg. 18-24): Franchise Agreement with CCE subsidiary Beacon Broadband to run telecommunication cables through town.**
- b. Coos Curry Electric Letter of Community Partnership (pg. 25-29): Coos Curry Electric is seeking grants from the Department of Energy for improving the resilience of their infrastructure. Having Letters of Community Partnership increases their chance of receiving the grants. They drafted the letters for The City to review.**
- c. CTR Rate Adjustment Request (pg. 30-34): CTR is requesting an Adjustment Rate increase of approx. 3% (\$.94/month for a basic 32 gallon cart service.)**

9. Continuing Action Items**10. Considerations**

- a. Citizens**
- b. Councilors**

11. Future Meetings – Regular Meeting April 18th @ 5:30 pm

- a. Special Meetings TBD**

12. Adjourn

Trailer QUOTATION

Jennifer Head, Ph.D. (She/Her) Port Orford PD, OR President at Synergy Scientifics

SHIP

Mobile: 541-655-0373

Email: jennifer@synergyscientifics.com

P.O. Box 467

Port Orford, OR 97465

<http://www.synergyscientifics.com>

Standard Features (Included) – Enforcer PLUS

- Camera Includes - All universal mounting hardware.
- IR and OCR included
- Onsite Commissioning included.
- First Year Data and Cloud Access Fees included (15GB - Approx. 7500 Tickets per month) – renewable annually.
- Additional overages are charged at 5GB per year (\$750 per 5GB package)
- Onsite commissioning requirements as per addendum. • API Access to 3rd party software available
- Online set up and support.

Special Notes

FREIGHT IS INCLUDED: SHIP TIMES: 10-12 weeks

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
Guardian Enforcer PLUS - Camera/IR/OCR/Cloud/Data/ Trailer Gal/EV/Sol/Onsite	ENFPLUS-TR-EV12FM	1.00000	\$29,641.00	\$29,641.00

Totals

Subtotal:	\$29,641.00
Freight:	
Sales Tax (if applicable):	\$0.00
Grand Total:	\$29,641.00

Terms: 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee. **Tax:**

IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

Changes/Returns: 30% for standard orders and 50% on custom orders

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

snoto@logixits.com

Staci Noto

Strategic Accounts & Corporate Projects

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>

Onsite Commissioning** **will only be scheduled after payment is received in full

All Cameras and Power Sources:

Customer Requirements:

- The customer is responsible for the disposal of all shipping materials- WE DO NOT UNCRATE The Trailer or dispose of the shipping crate
- For AC Installations - customer is responsible for having the A/C already installed in the location where the camera will be placed.
- Customer provides ladder at the site for use by the engineer

- Customer confirms with Commissioning Manager that all necessary equipment has been received and undamaged in transit
- Customer provides ladder at the site for use by engineer and an assistant to aide with solar panel mounting is necessary
- Customer confirms with Commissioning Manager that all necessary equipment has been received and undamaged in transit

The Commissioning Manager

- will send a required checklist when scheduling the date and time with the customer
- We will mount ALL necessary equipment - Cam/IR/battery box and solar panel) and make all connections
- Full onsite set up and calibration for optimal use with training of staff should they decide to move the camera
- Connection to WD and connectivity set up (Wi-Fi/Ethernet/SIM Card)

All Camera purchases include:

- Full onboarding process (Remote within 48/72 hours of set up)- preferably within 24 or just prior to commission date
- A Base ticket template creation and upload to WD for use (6 to choose from for customization and sent to customer prior to commissioning date) ...
- Lifetime Tech Support
- API Assistance with 3rd party integrators

We DO NOT:

- Make any electrical connections.
- Run, trench, or install any electrical wiring
- Install any poles in the ground
- Apply for permits if required

City of Port Orford
City Council Meeting
In the Gable Chambers / Virtual participants
Thursday, November 16th, 2023 at 5:30 P.M.

Mayor and Council	Present	City Staff	Present
<i>Pat Cox, Mayor</i>	X	<i>Joseph Harrison, City Recorder</i>	X
<i>Brett Webb</i>	X	<i>John Isadore, Head of Public Works</i>	X
<i>Gary Burns</i>	X		
<i>Perri Rask</i>	Virtual		
<i>Ann Vileisis</i>	X		
<i>Greg Tidey</i>	X		
<i>Tim Pogwizd</i>	Virtual		

The minutes were prepared to the best of our ability with the recording available at:
<https://www.youtube.com/watch?v=58lydOenW1g>

1. (0:00-0:10) Call to order/roll call/ pledge of allegiance
 - a. Mayor Pat Cox calls this regular session of the Port Orford City Council to Order @ 5:33 pm and lead the chamber in the pledge of allegiance.
2. (0:10-0:22) Presentations to the Council/Citizens
 - a. (0:10-0:22) Aaron Miller: School district presentation about the previous year and the successes the district has had. The most important thing school provides is not knowledge but life skills and self-management.
3. (0:22-0:28) Consent Calendar
 - a. (0:23) Councilors move “Applications for Appointment” to 8(d) & Work Bus Station to 8(e). The Consent Calander is now Minutes from 11/1/2023 & Sea Wolf Book OLCC license.
 - b. Councilor Vileisis moves to accept the modified Consent Calander.
 - c. Councilor Burns seconds the motion.
 - d. Discussion: Does the food section of OLCC allow them to serve cold/finger foods instead of hot food? Only required for Hot foods, but they are also serving Beer/Wine. Minor spelling/grammar issues on the minutes.
 - e. (0:28) Vote: motion carries unanimously @ 6:01

Councilor Burns Yes Councilor Pogwizd Yes Councilor Rask Yes
Councilor Tidey Yes Councilor Vileisis Yes Councilor Webb Yes

4. Additions to the Agenda
None
5. (0:28-0:29) Citizen’s Concerns
 - a. Jen Bailey: Update on the Citizen Homelessness committee; reviewed maps of the City and found some potential new locations for a camp.

6. (0:30-1:22) Departmental Reports

- a. (0:30-0:47) Administration – Resignation; CA Huttli resigned last week. Civil West Update; dredging permit is still in process. The new meter contract is being reviewed, there are a lot of minor details that need to be evaluated. Civil West provided a book that listed possible grants for the city to apply to. There are 4 ongoing tests on the water system. There is a question if a well at Mill pond exists, citizens and councilors believe there is one, Public works was unable to find it physically or in any paperwork.
- b. Finance – No discussion
- c. (0:48-0:59) Public Works – Humas Pond clean up is coming up, it will cost \$190,000; we can pay half now and half next year. There was a DEQ surprise inspection and The City did well. Councilors discuss the terms on the \$750,000 the state awarded The City for water recycling, they decide that we need more information.
- d. (1:00-1:03) Police – Now that the County hack has been mostly resolved weekly/bi weekly reports can be generated.
- e. Planning - No discussion
- f. Mayors Report – Handled with Admin report this month
- g. (1:03-1:22) Liaison
 - i. Port: Crane replacement project is in its final planning stage. Road needs work which may require an intergovernmental agreement.
 - ii. School: No report
 - iii. Fire District: No report
 - iv. Watershed: Received a grant to write other grants; two are planned right now. First is to fix/remove failing drainage, the second is a grant for dredging one of our fresh water sources. By consensus the council agrees to let Councilor Vileisis pursue these grant opportunities.
 - v. Parks: Playground acquisition is progressing. 91 people participated in the Halloween disc golf tournament.
 - vi. TLT: Need to get more members and start preparing for the first meeting.
 - vii. Mainstreet: Visitor Center is open; if you would like to volunteer, please speak with Kitty Million. Rays landscaping is on going. Hughes House Christmas is being set up.
 - viii. Emergency Mgmt.: Right of way between Jefferson and Deady that would be a good location for an emergency cache location.
 - ix. N2N: Handled by Jen Bailey previously.

7. Old Business – None

8. (1:22-2:26) New Business

a. (1:22-1:24) Changes in Court Fees

i. Vileisis moves to changes the court fees as stated in the documentation with the amendment of adding notary services for \$10.

ii. Rask seconds the motion

iii. Vote: with no further discussion motion carries 6-0 @ 6:55

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

b. (1:22-1:42) Resolution 2023-32: Playcraft Acquisition

i. Councilor Tidey moves to continue this item next month.

ii. Councilor Webb seconds the motion.

iii. Discussion: Councilors discuss having volunteers build the playground to reduce cost, however it has to be built by a bonded contractor for insurance & warranty purposes. Councilors discuss the possibility of trying to find a grant to cover part of the cost of the playground; the money for the project is currently coming from the Park budget and fundraising, but the price is high given the current circumstance.

iv. Vote: motion carries unanimously 6-0 @ 7:15

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

c. (1:42-1:43) Planning Director Designation

i. Councilor Burns moves to designate Crystal Shoji as the City Planning Director.

ii. Councilor Tidey seconds the motion.

iii. Vote: with no further discussion motion carries 6-0 @ 6:57

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

d. (1:43-1:53) Pro Tem City Director discussion

i. The City has received a list of possible candidates and is in the process of contacting them. The Council discuss establishing a Hiring Committee to head this process and decide it would be beneficial. An advertisement for the position is being created.

e. (1:53-2:23) Applications for Appointment

i. Councilor Vileisis motions to continue the meeting after a brief recess

ii. Councilor Burns seconds the motion

iii. Vote: with no further discussion motion carries 5-1 @ 7:33

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>No</i></u>

- iv. (2:11) City Council reconvenes @ 7:44
- v. Councilor Burns moves to continue the Emergency applications next month.
- vi. Councilor Tidey seconds the motion.
- vii. Discussion: Our municipal code restricts Council/Committee positions from City employees and family members of City employees and City Councilors to prevent ethically tricky situations and conflicts of interest. Due to this the Council does not believe it can appoint Susan Russell to the planning commission at this time.
- viii. Vote: unanimous carries 6-0 @ 7:45

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

f. (2:23-2:26) Bus Station Work

- i. The Bus Station at Rays has a broken window. It is the Cities Responsibility to fix it. By consensus the Council agrees to fix it.

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

9. (2:26-3:05) Continuing Action Items

a. City Admin/ Finance Director Job Description

- i. Councilors discuss splitting the Job description to have three, a combined one and two individual ones and advertising all three. Councilors discuss part time or full time for each position as well as payscale. Councilors agree via consensus to establish a hiring committee.
- ii. Councilor Vileisis moves to have 2 job descriptions a full time City Administrator and a part time Finance Director
- iii. Councilor Burns seconds the motion
- iv. Vote: with no further discussion vote carries unanimously @ 7:40

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

10. Considerations - None

11. (3:05-3:11) Executive Session ORS 192.660(b):

- a. Councilor Webb moves to go into Executive Session
- b. Councilor Burns seconds the motion
- c. Vote: with no further discussion vote carries unanimously @ 7:45

<i>Councilor Burns</i>	<u><i>Yes</i></u>	<i>Councilor Pogwizd</i>	<u><i>Yes</i></u>	<i>Councilor Rask</i>	<u><i>Yes</i></u>
<i>Councilor Tidey</i>	<u><i>Yes</i></u>	<i>Councilor Vileisis</i>	<u><i>Yes</i></u>	<i>Councilor Webb</i>	<u><i>Yes</i></u>

12. Future Meetings – Proposed date

- a. **Next Regular Meeting of the City Council December 21st @ 5:30 pm in Chambers and Online**

13. Adjourn

- a. **With no further Business, Mayor Cox adjourned this meeting @ 8:19**

Attest:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date

City of Port Orford
Emergency City Council Meeting
In the Gable Chambers / Virtual participants
Thursday, March 4th, 2024 at 5:30 P.M.

Mayor and Council	Present	City Staff	Present
<i>Pat Cox, Mayor</i>	X	<i>City Administrator (CA) Melissa Radcliffe</i>	X
<i>Brett Webb</i>	Excused	<i>Joseph Harrison, City Recorder</i>	X
<i>Gary Burns</i>	X		
<i>Perri Rask</i>	Excused		
<i>Ann Vileisis</i>	X		
<i>Greg Tidey</i>	X		
<i>Tim Pogwizd</i>	X		

The minutes were prepared to the best of our ability using the recording available at:
<https://www.youtube.com/watch?v=7Xn2MXEdjjk>

1. (0:00-0:01) Call to Order/Roll Call
 - a. Mayor Pat Cox calls this regular session of the Port Orford City Council to Order @ 5:30 pm and lead the chamber in the pledge of allegiance.
2. (0:01-0:12) The Corrective Action Plan for Audit
 - a. Councilors go through the revised Corrective Action Plan and make the edits of changing the first section to be "Material Weakness" and the second section to be "Significant Deficiency"
 - b. Councilor Burns moves to accept Corrective Action Plan as amended.
 - c. Councilor Pogwizd seconds the motion.
 - d. Discussion: Councilors ask if this Corrective Action Plan is just for the Fiscal Year (FY) 2022 audit, or if it applies to both FY 2022 and FY 2023. It only applies to FY 2022 as the FY 2023 audit is still being conducted.
 - e. Vote: the motion to accept the Corrective Action Plan as amended passes unanimously @ 5:42.

3. (0:12) Adjourn

- a. With no further Business, Mayor Cox adjourned this meeting @ 5:42**

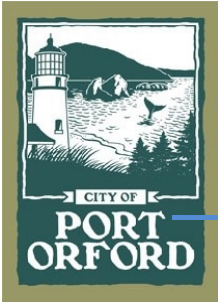
Attest:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



City of Port Orford: Admin Report

New Business

Settling in

People have been wonderful and I have appreciated all the help. We are slowly chipping away at the housekeeping items needed to get me fully onboard. These include computer logins, banking signatures, and general introductions. Thank you all for the warm welcome!

League of Oregon Cities: Small Cities Regional Meeting

Last week I traveled to Oakland to meet with the Southern Oregon group (as our local regional meeting was a few weeks ago.) I made some good connections and heard about issues other small cities are dealing with. I felt really good about where we are and the things we are doing, including online bill pay and public safety measures.

Public Communication

One of our early goals is to have a clear communication plan with the community. Getting Boil Water Notices out and lifted in a timely fashion is on the top of the list. Avenues we are exploring include durable door hangers, a push-out notice via text/phone, and the continuation of existing modes of communication (EX: community bulletin boards, phone calls, and the city website.)

RFP for City Attorney

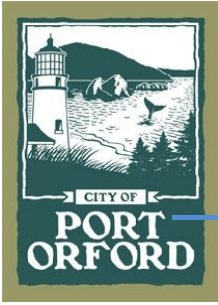
Mayor Cox, Councilor Rask, and I looked over the RFP paperwork. We have a timeline set up and hope to have a decision, depending on the volume of candidates, in late April. This will help us move forward with many projects.

Waste Water Treatment Plant

Crystal Roy gave me a tour of our WWTP Friday morning. She has that place running like a top and takes pride in the job she does. Her attention to detail and level of ownership of her space is admirable. Kudos, Public Works and Crystal. A reminder: WIPES CLOG PIPES!

Future Plans/ Continuing Business

Our plans include Employee Handbook Revamp with CIS Insurance, finishing Collective Bargaining Agreement negotiations, and Evaluation Process Protocol creation. It is important that City employees are given the tools they need to do their best work, have goals for improvement, and serve our community well. I am very impressed with what I have seen thus far from our crew.



City of Port Orford: Public Works Report

Water numbers sold for February 2023

Treated water produced 3,624,000 **Water sold 1,121,129** back washes 100,000 + 300K for leak

Water Treatment plant,

1. **Coast guard hill pump station**, Owens pump quote almost done / Pump tech still pending
2. **Electronic read water meters**: are in the budget need to discussed as some point.
3. **Still work on fix for pressure** / flow issue Raw water. Will know more soon
4. **Plant off 7 Days**
5. **Water system tracer study is in progress**
6. **Monthly state reporting / Testing** –completed and all passed.

Water distribution leaks repair:

1. Major leak on leak on Jackson lost 300K. Lost prime on Deedy St., 18th St. and Qua-Ta-Ma. Repaired 18th St., Deedy St., and Qua-Ta-Ma. Tank level dropped to 7.5'
2. Landscape company hit and broke customer side, secured meter for them.
3. Multiple locates completed

Waste Water plant: Op's: Waste water into the plant in February was 7,494,000 that a lot.

Repairs & maintenance plant / collections.

- **Wyoming Lift station** went down, both pumps ragged up with wipes.
- **Waste Water** grant funding in progress pending Information.
- P.m.'s RAZ/WAS pumps
- **Herd farms** completed to Humus pond cleaning as per the cost estimate will finish next budget cycle
- **Lift station Pm's**
- **Arizona Lift station** replacement is in Progress, I received some permit paperwork to complete for the project in progress.

Streets Maintenance

- Cleaned up blown down trees and trash at Battle Rock
- Visit Dr. is falling apart lots of pothole but need some dry weather to make repairs.

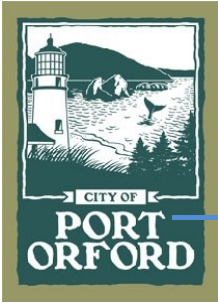
Parks

- PW's to start mowing and trimming of parks as time allows.
-

PW Works Equipment PM's

Small equipment PM's.

Billing Cycle Summaries						
Billing Cycle Code - Description	Total Billed Consumption	Total Meter Consumption	Number of Bills	Average Total Cons.	Demand Consumption	Unbilled Consumption
Range 1 From: -999999999 Range 1 To: 999999999						
01 - Cycle: 01	1,821,129	1,821,129	667	1,821,129		
Sub Totals for Range 1 -999999999 - 999999999:	1,821,129	1,821,129	667	1,821,129		



City of Port Orford: Liaison Reports

Watershed Liaison Report

Submitted by Councilor Ann Vileisis

March 2024

With help from Deana and Mayor Pat, we finalized details to get the DEQ Clean Water State Revolving Fund loan money into our city account and then to FINALLY BUY the 160 acre Wilson parcel from The Conservation Fund in order to protect our drinking water source area. I put a press release into the paper to share this good news. This project has taken years and has been a great lesson in how collaboration can help us to accomplish positive things for our community. Huge thanks are in order to Watershed Chair Linda Tarr for all her efforts and perseverance to chart out the path for us —and then to the staff at DEQ, which helped us in extraordinary ways with the complicated loan/ grant application, and then the Wild Rivers Land Trust that helped us to find crucial help from The Conservation Fund, which became the bridge buyer, and also the Bandon Dunes Charitable Foundation, which helped with the appraisal for the land when it was urgently needed. We also received help/advice along the way from the Coalition for Oregon Land Trusts, Renewable Northwest, CCD, Business Oregon, and the Curry Soil and Water District. We still have work to do to reduce sedimentation in our reservoir, but we have averted what could have been a much bigger problem. This is a big success!

I worked with retired hydrologist/ citizen volunteer Margot Truini to finalize the watershed/ water system education poster to help our citizens understand Port Orford's water situation. She is now creating final versions that will be posted at City Hall, the Library and other locations. To continue with community education about our water system, I'd like to give a talk/program — based on the slide show I shared with Council last month —if everyone is AOK with that.

I worked with Tina Blakely of Civil West to finalize the BRIC grant application, which she submitted on our behalf on Feb. 29. Along the way, the Oregon Emergency Management Department GIFTED us the services of some excellent consultants from Texas who specialize in FEMA applications. Based on their recommendations, the final project scope was simplified and reduced to two projects—1) to replace and upgrade the highest priority, most break prone lines, and 2) to replace meters—a request totaling about \$7.2 million. We'll know later this year if we made the first cut —and in the meantime, after a little break, I intend to track down other grants to pursue so we're not relying on all our eggs in this one basket. The good news is that all the information assembled in this grant can be used in the future for other proposals.

I worked with Lehi Dowell at CCD, along with Mayor Pat and John Isadore (and Keely and Deana) to supply information for the Community Development Block Grant for a new Raw Water Storage Tank. Having a new 500,000 gallon raw water storage tank will help us to better manage situations like the big leak in late February.

I've been serving on a state rule making advisory committee regarding a new OWEB grant program intended to help communities safeguard their drinking water that, hopefully, in the coming year, will become a grant that our City can apply for to pay off the remaining half of our loan for the purchase of the Wilson land!!!

Following a connection that Mayor Pat and I made with OWRD staff in January as part of a Regional Solutions meeting we hosted, I met with them about a grant to install a water meter at our impound intake. They'd advised that it will be very helpful for us to have better metering at our intake to better understand how we use our water/ water rights and also to be able to apply for future grants—and had an easy, small grant to help. I'm working with John Isadore and the Mayor to secure info and will hopefully be able to apply for this grant soon.

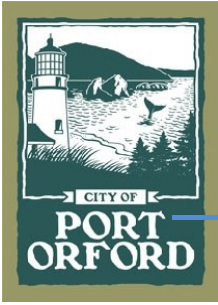
We found out that we will likely NOT receive a planning grant from the state Forest Accord Grant program—this was to help plan a sediment abatement structure above our reservoir. However, it looks like we WILL be eligible for another DEQ forgivable loan/grant to plan to remove the failing culvert. I will hopefully have more details about to share at our meeting.

Main Street Report

- Main Street is working on updating the new Map and Business Guide and has funds secured for a new printing.
 - Main Street will be doing the Brunches at the Hughe's House again in April. Will be open for sign ups when the details are confirmed.
 - Main Street is working with Rick Cook to look into making the old jail a Museum. More to come.
-

Emergency Preparedness Commission

- We have been working on the Mission Statement. We hope to have it ready for the Council to discuss at our next Council meeting.
 - We're developing the primary areas of preparation and working on establishing Committees for each.
 - Working on installing the 6 radios that were found in our Public Works vehicles and possibly Melissa's car. Hopefully a base station in City Hall can be worked out. Working through the options for getting this done. This will be a very important part of our emergency communications system. We'll want Melissa, Public Works, PO PD, and PO Fire to all be able to communicate if there is no electricity. We'll work on communications to be as redundant as possible with as many ways to communicate within the community as well as outside.
 - John Isadore said that we can use stop signs to put the Tsunami Evacuation signs on. We will be presenting a plan for purchasing and installing signs to the Council soon.
 - Still looking for our 7th Commissioner.
-



City of Port Orford: Memo

Agenda item No. 8(a)

Re: Beacon Broadband Franchise Agreement

Background: Beacon Broadband (affiliated with Coos Curry Electric Coop) has approached the City of Port Orford seeking to enter into a 10-year franchise agreement with the city. The agreement will allow the company the privilege of locating its telecommunication wires throughout our community, via streets and public rights of way, on poles or underground. This is similar to other telecommunications franchise agreements that the City has entered. The company would like to be able to start work as soon as possible.

Benefits to City: The company agrees to pay a 5% franchise fee on its gross proceeds as allowed by ORS 221.515, and citizens will have a locally based internet, cable, and phone service option.

Needed from City: Staff time from Public Works

The company seeks to meet regularly with city staff during the first year of construction and agrees to compensate the city for staff time, if city prepares invoices. The company agrees to comply with all city laws and to coordinate with public works for any additional substantial projects.

Outstanding concerns and questions: Need input from PW

Recommendation: Adopt or Deny; Franchise Agreement with Beacon Broadband with potential modifications as section 3.24 in The Port Orford Municipal Code.

**IN AND FOR THE CITY OF PORT ORFORD
STATE OF OREGON
ORDINANCE 2024-01**

In the Matter of Ordinance 2024-01, an Ordinance of the City of Port Orford granting Beacon Broadband Inc., its Successors and/or Assigns, (“Grantee”), a Franchise, as Described Herein, for all Cable and Telecommunication Service Purposes Within the City of Port Orford. (The following would be adopted as Section 3.24 of the Port Orford Municipal Code)

Section 1.	Grant of Franchise
Section 2.	Emergency Repair
Section 3.	Installation of Facilities
Section 4.	Restoration of Facilities
Section 5.	Construction Conflicts to be Avoided
Section 6.	Adjustments to Facilities
Section 7.	Indemnification
Section 8.	Franchise Fee
Section 9.	Grantee Use of Poles
Section 10.	Term
Section 11.	Acceptance

The City of Port Orford Ordains as Follows:

Section 1. Grant of Franchise. There is hereby granted by the City of Port Orford (“City”) to Beacon Broadband Inc. (“Grantee”), the non-exclusive right and privilege within the City to place, erect, lay, maintain and operate in, upon, over and under the streets, alley, avenues, thoroughfares and public highways (hereinafter, “Public Right of Way”) within the City, poles, wires, whether copper, fiber optic or other technology and other appliances and conductors for cable service (as defined in the Cable Communication Policy Act of 1984) and telecommunications service (as defined in the Telecommunications Act of 1996) purposes. Subject to the terms and conditions of this franchise, such wires and other appliances and conductors may be strung upon poles or other fixtures above ground or laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations, where aerial utility facilities exist as of the Effective Date, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to existing aerial facilities and supporting structures. Where all facilities in such area are underground or have been mandated to be placed underground per a plan as outlined by the City, Grantee shall install all new wires and other appliances and conductors underground, except that Grantee shall be allowed to place above ground, in locations approved by the City, its cabinet-type and pedestal facilities that are normally placed above ground.

Section 2. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee’s telecommunications or cable services facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works permit. All emergency maintenance and repair work,

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

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

Section 3. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of new telecommunications or cable services facilities, maintenance of existing telecommunications or cable services facilities, or relocation of any of the Grantee's telecommunications or cable services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Engineer via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship. When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

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

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

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or

intentional wrongful act of the City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."

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

During primary construction continuing for one (1) year from the commencement of Franchise, City will forgo Public Works Permit requirements in favor of regular coordination meetings with the City's Public Works Department representatives. Grantee will reimburse City for City staff time as City invoices Grantee.

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

Section 4. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Port Orford Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

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

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit,

equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

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

Section 5. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 6. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 7. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the

transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

Section 8. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 9. Franchise Fee. In consideration of the rights, privileges and franchise hereby granted, Grantee shall pay to the City from and after the date of the acceptance of this franchise, and until its expiration, 5.00% per annum of its gross revenue, less uncollectible amounts, derived from telecommunications and cable services rendered to customers within the City limits. Gross revenues will mean all local access revenue derived under ORS 221.515 and ORS 759.005. The City acknowledges that the franchise fee in this Section is subject to the limitation in ORS 221.515 for such time as that statute remains in effect. Payment of said fee shall be made quarterly, within thirty (30) days of the end of each calendar quarter for the preceding quarter. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

Section 10. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

Section 11. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 12 ("Effective Date").

Section 12. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

First Reading:

Second Reading:

Signed by me in authentication of its passage this _____, day of _____, 2024

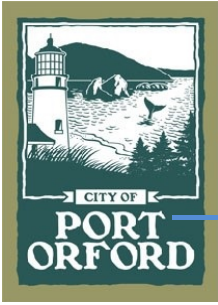
Attest:

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



City of Port Orford: Memo

Agenda item No. 8(b)

Re: Coos Curry Electric Letter of Community Partnership

Background: Coos Curry Electric (CCE) is seeking Grid Resilience and Innovation Partnerships Program (GRIP) grant funds to increase the resilience of local electric infrastructure for their Northern Substations Resiliency and Substations Fiber Connections projects.

Benefits to City:

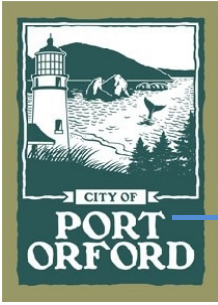
- **Community Resilience:** Building a stronger infrastructure that is better prepared to withstand current and future challenges.
- **Improved Reliability:** Real-time monitoring and automation systems will provide faster outage detection and quicker restoration times minimizing impact on our community.
- **Grid Security:** Enhanced cybersecurity measures will protect our critical infrastructure from potential threats.
- **Consumer Benefits:** Modern tools will allow informed residential and business energy management and decision-making.

Needed from City:

- **Collaborate with CCEC** to identify underserved populations who could gain specific benefits from smart grid technologies.
- **Local Expertise:** Offer the knowledge of city staff who understand local terrain, permitting complexities, and environmental sensitivity for streamlined project planning.
- **Educational Programs:** Partner with CCEC for educational workshops or presentations at schools and community centers to promote understanding about energy efficiency, smart grid use, and the environmental benefits of grid modernization.

Outstanding concerns and questions: CEO of CCE Brent Bischoff is in the audience to answer questions that arise during the review of the letters.

Recommendation: Approve or Deny; the signing of the Letter of Community Partnership with potential modifications.



City of Port Orford

3/21/2024

U.S. Department of Energy
Grid Resilience and Innovative Partnership Program
1000 Independence Avenue SW
Washington, DC 20585

RE: Coos-Curry Electric Cooperative Community Partnership Documentation

Dear U.S. Department of Energy,

I am a representative of the City of Port Orford, Oregon, a local government organization. We strongly support Coos-Curry Electric Cooperative's (CCEC) application for GRIP funding for the Northern Substations Resiliency project. This project is crucial for our community and aligns with our commitment to enhance critical infrastructure and public safety.

The City of Port Orford recognizes the urgent need to improve the resilience of our electrical grid. We have experienced firsthand the vulnerabilities of the electrical distribution infrastructure during extreme weather events. This project will significantly reduce outages, and ensure reliable power delivery, especially during emergencies.

The benefits of this project for the City of Port Orford include:

- **Enhanced Public Safety:** Protecting residents and first responders from hazards caused by downed power lines during storms and wildfires.
- **Economic Vitality:** Minimizing disruptions to businesses and essential services, safeguarding jobs, and our local economy.
- **Community Resilience:** Building a stronger infrastructure that is better prepared to withstand current and future challenges.

The City of Port Orford is prepared to collaborate with CCEC and other key stakeholders. We will offer:

- **Regulatory Support:** Streamline permitting processes and provide guidance for a smooth project implementation.
- **Communication and Outreach:** Engage residents and businesses to ensure awareness and support for the project.
- **Long-term Partnership:** Continue working with CCEC to improve our community's energy security and sustainability.

We believe this partnership is a vital step towards a safer and more resilient future for Port Orford. By hardening overhead power lines, undergrounding power lines, and improving vegetation management, we can significantly enhance reliability, resilience, and efficiency, ensuring a brighter future for our residents. We support this project and look forward to the opportunity to work together.

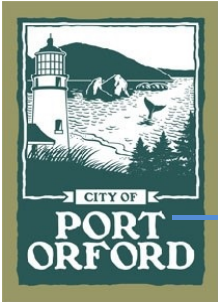
Sincerely,

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



City of Port Orford

3/21/2024

U.S. Department of Energy
Grid Resilience and Innovative Partnership Program (GRIP)
1000 Independence Avenue SW
Washington, DC 20585

RE: Coos-Curry Electric Cooperative Community Partnership Documentation

Dear U.S. Department of Energy,

I am a representative of the City of Port Orford, a municipal government in the state of Oregon. The City of Port Orford strongly supports Coos-Curry Electric Cooperative's (CCEC) application for GRIP funding for the Substations Fiber Connections project. This initiative is essential for modernizing the electrical grid in our region and to improve the resilience of the grid against the severe weather events and wildfires that often lead to power outages. Should CCEC be awarded GRIP funding, this project offers the following benefits for Port Orford and surrounding communities:

- **Community Resilience:** Building a stronger infrastructure that is better prepared to withstand current and future challenges.
- **Improved Reliability:** Real-time monitoring and automation systems will provide faster outage detection and quicker restoration times minimizing impact on our community.
- **Grid Security:** Enhanced cybersecurity measures will protect our critical infrastructure from potential threats.
- **Consumer Benefits:** Modern tools will allow informed residential and business energy management and decision-making.

The City of Port Orford is committed to supporting this project and contributing to the fulfillment and success of the Community Benefits plan. We will offer:

- **Underserved Populations:** Collaborate with CCEC to identify underserved populations who could gain specific benefits from smart grid technologies.
- **Local Expertise:** Offer the knowledge of city staff who understand local terrain, permitting complexities, and environmental sensitivity for streamlined project planning.
- **Educational Programs:** Partner with CCEC for educational workshops or presentations at schools and community centers to promote understanding about energy efficiency, smart grid use, and the environmental benefits of grid modernization.

We urge you to give this application your full and favorable consideration. Investment in modern, resilient grid technology is a wise use of funds and will benefit Port Orford and our neighboring communities for years to come.

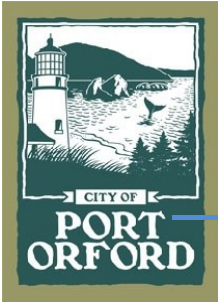
Sincerely,

Mayor, Pat Cox

Date

City Recorder Pro Tem, Joseph Harrison

Date



City of Port Orford: Memo

Agenda item No. 8(c)

Re: CTR Rate Adjustment Request

Background: Curry Transfer and Recycling (CTR) provides trash and recycling services in and to The City of Port Orford. Every year they submit a rate adjustment based on the prior years CPI.

Benefits to City: Continued trash and recycling services.

Needed from City:

Approval of the Rate Adjustment for this year.

Outstanding concerns and questions: Need input from PW

Recommendation: Adopt or Deny; CTR's Rate Adjustment Request



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

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

February 19, 2024

City of Port Orford
PO Box 310
Port Orford, OR 97465

RE: **2024** Rate Adjustment Request

Dear City Council:

Customarily, each year we request a rate adjustment based on the prior year's US CPI average. The CPI for **2023** was **4.1%**, we are requesting 75% of the CPI which will result in an increase of 3.08%. The increase will be a **\$.94** per month adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **April 1, 2024**.

We appreciate the opportunity to serve the City of Port Orford.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luke Pyke', with a long horizontal flourish extending to the right.

Luke Pyke
Site Manager

Enclosures:

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



City of Port Orford Rate Schedule

Exhibit A

Effective April 1, 2024

			Previous Adjustment 2023	Rate Adjustment	New Rate 2024
Residential Cart Service					
20	gallon	per month	24.20	3.08% 0.75	24.95
32	gallon	per month	30.52	3.08% 0.94	31.46
48	gallon	per month	43.65	3.08% 1.34	44.99
64	gallon	per month	56.76	3.08% 1.75	58.51
96	gallon	per month	83.01	3.08% 2.56	85.57
Commercial Cart Service					
32	gallon	per month	29.41	3.08% 0.91	30.32
48	gallon	per month	44.12	3.08% 1.36	45.48
64	gallon	per month	58.85	3.08% 1.81	60.66
96	gallon	per month	88.27	3.08% 2.72	90.99
Commercial/Container Rental Service					
Per Loose Yard Trash Service			34.02	3.08% 1.05	35.07
Per Loose Yard Brush Service *			17.00	3.08% 0.52	17.00
Per Loose Yard Metal Service			17.00	3.08% 0.52	17.00
Auto Lock Charge			4.96	3.08% 0.15	5.11
Dumpster Rental			19.31	3.08% 0.59	19.90
Extra bag- on route			7.07	3.08% 0.22	7.29
Medical Waste- 1 Gallon Sharps			30.50	3.08% 0.94	31.44
Medical Waste Tub collection per gallon			4.10	3.08% 0.13	4.23
Roll- Off Daily Rent Charge			2.88	3.08% 0.09	2.97
Special Handling Charge			1.60	3.08% 0.05	1.65
Special Trip/ Off Route Trip/Delivery Charge			33.65	3.08% 1.04	34.69
Start; Stop; Resume; Seasonal Stop			8.53	3.08% 0.26	8.79
Recycling					
Residential recycle only (no solid waste service)			18.28	3.08% 0.56	18.84
Commercial Cardboard- routed			up to 25% of commercial yard rate		
Commercial Commingle			up to 50% of commercial yard rate		
Heavy Roofing or Demolition			1.5 times yard rate		
Extra Heavy Demolition or Mechanically Compacted			2.75 times yard rate		



U.S. BUREAU OF LABOR STATISTICS

Bureau of Labor Statistics > Geographic Information > Northeast > Table

Northeast Information Office

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Northeast Subjects ▾

Northeast Archives ▾

Contact Northeast

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

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

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

Source: US Bureau of Labor Statistics

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1
2024	3.1												

Source: US Bureau of Labor Statistics

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

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

Source: US Bureau of Labor Statistics