

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, August 14, 2017, 7:00pm

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

The City Council will meet in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(d) "To conduct deliberations with persons designated by the governing body to carry on labor negotiations", under the authority of ORS 192.660 (2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions", under the authority of ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Scheduled Appearances

1. Emblem Club Quilt Presentation
2. Mill Beach Residents Presentation [City Manager, Pg. 4]
 - a. Correspondence from Corrine Gist Sills and June Podesta [Pg. 5]
 - b. Memo dated May 5, 2005 from City Manager Leroy Blodgett [Pg. 20]
 - c. OAR 736-030-0020 [Pg. 21]

E. Ceremonies

1. Suicide Prevention Proclamation [Mayor, Pg. 24]
 - a. Proclamation [Pg. 25]
 - b. Email from Gordon Clay [Pg. 26]
2. Bullying Prevention Proclamation [Mayor, Pg. 27]
 - a. Proclamation [Pg. 28]
 - b. Email from Gordon Clay [Pg. 29]

F. Appointments

1. Appoint Sonya Billington to Tourism Promotion Advisory Committee [Pg. 30]

G. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

H. Staff Reports

1. Grant Match Update [City Manager, Pg. 33]
 - a. Grant Project List [Pg. 35]
2. Golf Course Management Agreement [City Manager, Pg. 36]
 - a. July 17 CWR [Pg. 38]
 - b. Proposed Revised Agreement [Pg. 40]
 - c. Invoices from EMT [Pg. 52]
3. Spruce Street Waterline Contract [PWDS, Pg. 61]
 - a. Project Drawings [Pg. 63]

- b. Tabulation of Bids [Pg. 72]
- 4. Seismic Rehabilitation Grant Agreement [City Manager, Pg. 73]
 - a. Grant Contract [Pg. 75]
 - b. Diagram listing deficiencies and rehab recommendations [Pg. 86]
- 5. Water Main Extension at Brookings Airport [City Manager, Pg. 87]
 - a. Map showing proposed location of water main [Pg. 88]

I. Consent Calendar

- 1. Approve Council minutes for July 24, 2017 [Pg. 89]
- 2. Accept TPAC minutes for June 15, 2017 [Pg. 93]
- 3. Accept Chuck Costello TPAC Resignation
- 4. Approve Revised Harbor Sanitary District Intergovernmental Agreement [Pg. 95]
 - a. Agreement [Pg. 96]
 - b. July 24, 2017 Council Agenda Report [Pg. 116]
- 5. Approve Revised Harbor Sanitary District Settlement Agreement [Pg. 119]
 - a. Mutual Release and Settlement of Claims [Pg. 120]
- 6. Reschedule September Workshop to September 18

J. Informational Non-Action Items

- 1. July Vouchers [Pg. 123]
- 2. Vacant Committee Positions [Pg. 127]

K. Remarks from Mayor and Councilors

- 1. Council Liaison Reports

L. Adjournment

URBAN RENEWAL AGENCY

A. Call to Order

B. Roll Call

C. Accept Agency minutes for June 26, 2017 [Pg. 128]

D. Public Comments

E. Staff Reports

- 1. Chetco Brewing URA Funds Request [City Manager, Pg. 129]
 - a. Letter from Chetco Brewing Company [Pg. 132]
 - b. Worlton Site Plan 2002 [Pg. 134]
 - c. Email from Community Planner [Pg. 135]
 - d. Façade Improvement Project History [Pg. 136]
 - e. Sample Façade Grant Application [Pg. 137]
 - f. Façade Improvement Program Guidelines [Pg. 151]

F. Agency Remarks

G. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

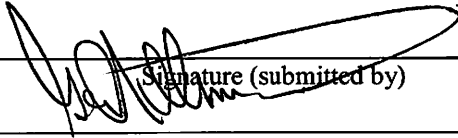
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Beach Camping

Recommended Motion:
Discussion and direction to staff.

Financial Impact:
N/A

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The City has received correspondence from Corrine Gist Sills and June Podesta, residents of the MacLynn Cove development, concerning transient camping on Mill Beach. They will be present for the City Council meeting to make a presentation.

This matter has been discussed numerous times over the past several years. This matter was the subject of a review by the City Council and the Parks and Recreation Commission in 2009. Under Oregon Law, it is legal to camp overnight along the ocean shore to accommodate recreational hikers on the Oregon Coast Trail. The exception to this is beach areas fronting those cities that have requested no camping adjacent to the boundaries of their city. City governments can request, under Oregon Administrative Regulation (OAR) 736-030-0020 to be included on a list of cities where overnight camping is prohibited. The Cities of Cannon Beach, Lincoln City, Seaside, Newport, Bandon, Gold Beach, Rockaway Beach and Manzanita currently prohibit overnight camping on the beach under this provision.

In order to enact this prohibition, the City must adopt an ordinance prohibiting overnight camping on the beach, and must request that the Oregon Department of Parks and Recreation amend the OAR to include Brookings on the list of cities as indicated above. In 2009 the City Council declined to request a camping restriction on beaches adjacent to Brookings.

Attachment(s):

- a. Correspondence from Corrine Gist Sills and June Podesta
- b. Memo dated May 5, 2005 from City Manager Leroy Blodgett
- c. OAR 736-030-0020

August 6, 2017

Mayor Pieper, Gary Milliman and City Council Members
VIA EMAIL

To The Honorable Jake Pieper, Mayor of the City of Brookings, Gary Milliman, City Manager and City Council Members:

Please find the topics we will be addressing at the City Council meeting on August 14, 2017 at 7:00 p.m.
Thank you for allowing us the opportunity to speak.

- 1) Increasing Transient Problems on Mill Beach
- 2) Picture Presentation/Discussion
- 3) Brookings Police Log / Fire Department
- 4) South Coast Lumber Involvement
- 5) Harris Beach State Park Ranger's and Ocean Beach Specialist's Input
- 6) Families on the Beach
- 7) Police Department Support
- 8) Purposing Solutions

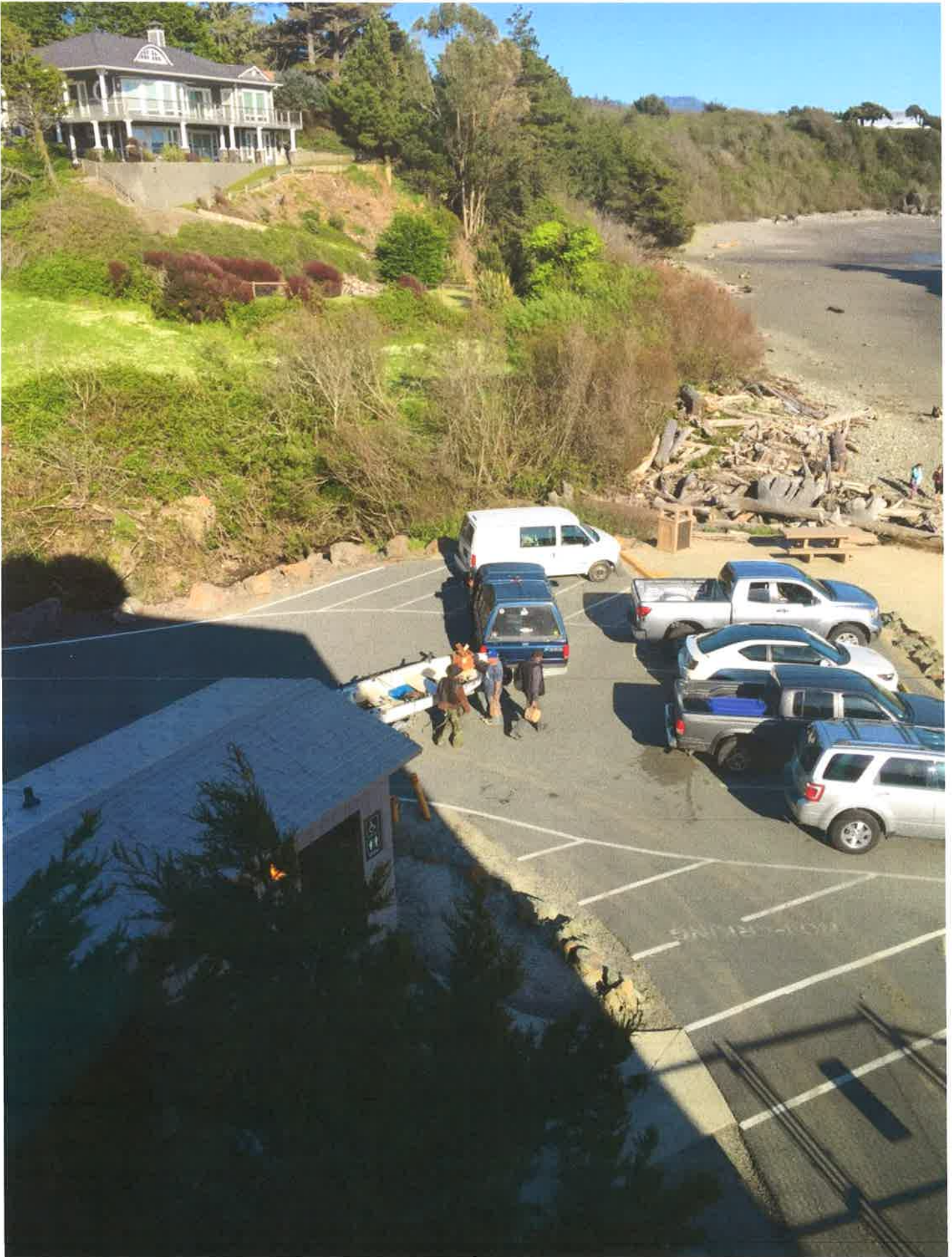
Respectfully submitted,

June Podesta ^{cgs}

June Podesta

Corrine Gist Sills

Corrine Gist Sills

















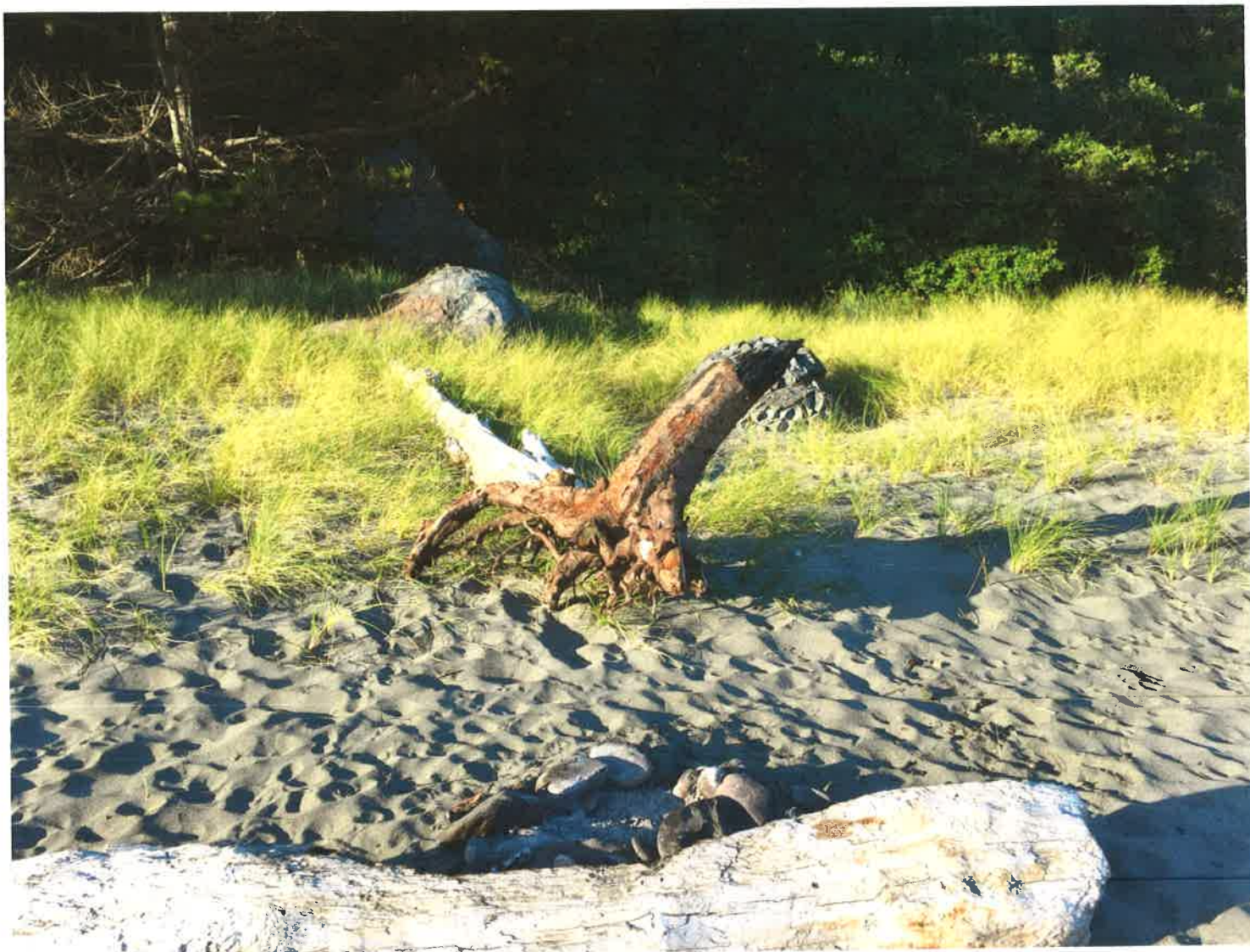












tree root stump removed from fire
(active fire)

No persons present



STAFF REPORT

Date: May 5, 2005

To: Mayor Sherman & City Councilors

From: Leroy Blodgett, City Manager

Subject: Mill Beach camping

REPORT

At the last City Council meeting there was a request to have the issue of camping on and/or near Mill Beach. Camping on the beach is allowed by State Park rules. However, there is a process which the City could adopt rules by ordinance to prohibit camping and/or other activities on the beach. For example the cities of Cannon Beach, Lincoln City, Seaside, Newport, Bandon and Gold Beach prohibit overnight camping, including overnight sleeping in tents, driftwood shelters, sleeping bags, recreational vehicles, trailers, or automobiles on the ocean shore within the city limits. The city of Cannon Beach also prohibits dogs except on a maximum 6 foot leash and the city of Seaside prohibits fireworks, playing golf and consumption of alcoholic beverages exceeding 14% alcohol on the ocean shore.

Most of the camping and offensive activity is actually within the vegetation area, which is private property. Even though the property owner posts "no trespassing" signs they still need to file a complaint with the City or grant the City authority to enforce the "no trespassing" at the discretion of the police department.

The other issue is access to the beach. Staff is currently researching ownership of the access road to the beach which may require a survey.

STAFF RECOMMENDATION

At this time this is only a discussion item.

► The Oregon Administrative Rules contain OARs filed through June 15, 2017 ◄

QUESTIONS ABOUT THE CONTENT OR MEANING OF THIS AGENCY'S RULES?
CLICK HERE TO ACCESS RULES COORDINATOR CONTACT INFORMATION

PARKS AND RECREATION DEPARTMENT

DIVISION 30

SPECIAL REGULATIONS AFFECTING OCEAN SHORES ADJACENT TO COASTAL CITIES

736-030-0000

Purpose of Rules in Division 30

Regulations in this division apply to ocean shores adjacent to the coastal cities specified in each rule. The named cities may adopt parallel ordinances to regulate activities on the ocean shores and may enforce such ordinances to the extent they are consistent with the rules in this division. Cities will notify the department of all actions taken under these regulations.

Stat. Auth.: ORS 390.660

Stats. Implemented: ORS 153.110, ORS 390.050, ORS 390.124 & ORS 390.660

Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0005

Prohibition of Horses and Other Livestock

Horses and other livestock are prohibited on the ocean shore between the south city limits of Rockaway and northward to the mouth of the Nehalem River in Tillamook County.

Stat. Auth.: ORS 390.660

Stats. Implemented: ORS 390.124 & ORS 390.660

Hist.: 1 OTC 9, f. 11-21-73, ef. 12-12-73; PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0010

Prohibition of Dogs Off Leash

Dogs are prohibited except on a leash or under voice or signal command on the ocean shore within the city limits of Cannon Beach, Seaside and Rockaway Beach. The owner is responsible for the animal's behavior and physical control while on the beach.

Stat. Auth.: ORS 390.660

Stats. Implemented: ORS 390.124 & ORS 390.660

Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94; PR 3-1997, f. 11-5-97, cert. ef. 11-10-97; PRD 7-2003, f. & cert. ef. 10-3-03

736-030-0020

Prohibition of Camping

Overnight camping, including overnight sleeping in tents, driftwood shelters, sleeping bags, recreational vehicles, trailers or automobiles, on the ocean shore within the city limits of Cannon Beach, Lincoln City, Seaside, Newport, Bandon, Gold Beach, Rockaway Beach and Manzanita is prohibited.

Stat. Auth.: ORS 390.660

Stats. Implemented: ORS 390.124 & ORS 390.660

Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94; PR 3-1997, f. 11-5-97, cert. ef. 11-10-97

736-030-0030

Prohibition of Windsailing

No person shall windsail on any beach within the city limits of Cannon Beach and Seaside except by permit from the city. A windsail is a sail propelled 3 or 4 wheeled cart.

Stat. Auth.: ORS 390.660

Stats. Implemented: ORS 390.124 & ORS 390.660

Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0040

Prohibition of Alcoholic Beverages

Consumption of alcoholic beverages exceeding 14% alcoholic content is prohibited on the ocean shore within the city limits of Seaside except when under OLCC license and State Parks and Recreation Department permit. The consumption of all alcoholic beverages is prohibited on the ocean shore within the city limits of Seaside during Oregon schools spring break.

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0050

Prohibition of Fireworks

There shall be no fireworks permitted on the ocean shore within the city limits of Seaside, except by joint permit from the respective city and the Area One Park Manager. The definition of fireworks is found in OAR 837-012-0072(19).

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0060

Prohibition of Playing Golf

Playing golf on the ocean shore within the city limits of Seaside is prohibited except by permit from the city.

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0070

Prohibition of Launching Boats, Watercraft

The launching of any rigid watercraft such as metal or fiberglass canoes and boats and jet skis on the ocean shore within the city limits of Seaside and Cannon Beach is prohibited except by permit from the city. This does not apply to inflatable rafts and boats, inner tubes or swimmer safety devices. The launching of surfboards from Avenue "U" north in Seaside is also prohibited.

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PR 11-1994, f. 11-29-94, cert. ef. 12-1-94

736-030-0080

Prohibition of Rock Climbing

Climbing on Haystack Rock in Cannon Beach is prohibited except by written permission from the U.S. Fish and Wildlife Service.

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PR 3-1997, f. 11-5-97, cert. ef. 11-10-97

736-030-0090

Beach Lifeguard Authority

Within the city limits of Cannon Beach, city lifeguards shall have the authority to restrict the launching of inflatable devices by individuals, on a case-by-case basis, when necessary for public safety or the safety of an individual. No person shall disregard a city lifeguard's instructions relating to the launching of inflatable devices within the city limits of Cannon Beach.

Stat. Auth.: ORS 390.660
Stats. Implemented: ORS 390.124 & ORS 390.660
Hist.: PRD 11-1998, f. 7-30-98, cert. ef. 7-31-98

736-030-0095

Prohibition of Camping on Beaches in Clatsop County

Camping on the ocean shore between the Necanicum River and the South Jetty of the Columbia River is prohibited. For the purposes of this rule, camping includes, but is not limited to, erecting a tent or temporary shelter or arranging bedding, or both, or parking a recreation vehicle or other vehicle in such a manner as will permit remaining overnight, or for other extended periods.

Stat. Auth.: ORS 390.635 & ORS 390.660
Stats. Implemented: ORS
Hist.: PRD 3-1999, f. & cert. ef. 5-11-99

736-030-0100**Prohibition of Camping on Beaches in Tillamook County**

Camping on the ocean shore between the north boundary of the City of Manzanita and the Neahkahnie Mountain headland is prohibited until such time as the adoption of a comprehensive ocean shore management plan may allow camping in the above area. For purposes of this rule, camping includes, but is not limited to, erecting a tent or temporary shelter or arranging bedding, or both, or parking a recreation vehicle or other vehicle in such a manner as will permit remaining overnight, or for other extended periods.

Stat. Auth.: ORS 390.124
Stats. Implemented: ORS 390.365 & ORS 390.660
Hist.: PRD 11-2000, f. & cert. ef. 9-27-00

The official copy of an Oregon Administrative Rule is contained in the Administrative Order filed at the Archives Division, 800 Summer St. NE, Salem, Oregon 97310. Any discrepancies with the published version are satisfied in favor of the Administrative Order. The Oregon Administrative Rules and the Oregon Bulletin are copyrighted by the Oregon Secretary of State. Terms and Conditions of Use

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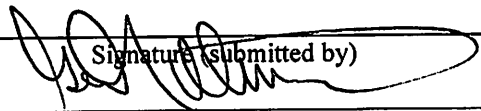
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CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: Mayor Pieper



Signature (submitted by)

City Manager Approval

Subject: Suicide Prevention Month Proclamation

Recommended Motion:

Motion to authorize Mayor Pieper to issue a Proclamation designating September 2017 as Suicide Prevention Month.

Background/Discussion:

Gordon Clay has contacted Mayor Pieper to request City Council proclaim September 2017 as Suicide Prevention Month. Mr. Gordon provided the verbiage for the requested proclamation.

Council has issued a proclamation for this designation every year since 2015.

Attachment(s):

- a. Proclamation
- b. Email from Gordon Clay

City of Brookings *Proclamation*

WHEREAS, Oregon ranks 13th nationally in death by suicide and suicide is the second leading cause of death for ages 15-34 and the third leading cause for 10-14 year-olds; and

WHEREAS, of Oregon counties, Curry County ranks 13th in suicides per thousand residents, and 3rd in suicides per thousand 10-24 years-olds; and

WHEREAS, 50% of mental illness occurs before the age of 14 and 75% before 24; and

WHEREAS, over 20% of Curry County 6th, 8th and 11th graders seriously considered attempting suicide in the 12 months prior to the April, 2016 survey and over 8% actually attempted suicide during that same period; and

WHEREAS, the stigma associated with mental illness and suicide works against suicide prevention by discouraging persons at risk from seeking lifesaving help; and

WHEREAS, by increasing awareness of suicide as a public health issue and that ZERO ATTEMPTS supports citizens to gain new knowledge of suicide and prevention

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, hereby declare September, 2017 as

Suicide Prevention Month

BE IT FURTHER RESOLVED, that the Council encourages schools, students, parents, health care workers, religious institutions, and community organizations to engage in a variety of prevention and awareness activities designed to remove the stigma around suicide.

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 14th day of August, 2017.

Mayor Jake Pieper

Teri Davis

Subject: FW: Proclamation Request
Attachments: suicide-proclamation-brookings-2017.html; ATT00010.htm; bully-proclamation-brookings-2017.html; ATT00013.htm

From: Jake Pieper [mailto:jpieper@brookings.or.us]
Sent: Monday, August 07, 2017 9:54 AM
To: Gary Milliman
Subject: Fwd: Proclamation Request

Sent from my iPhone

Begin forwarded message:

From: gordonclay@aol.com
Date: August 7, 2017 at 1:43:07 AM PDT
To: jpieper@brookings.or.us
Subject: Proclamation Request

Mayor Jake Pieper;

We would like to get the two attached proclamations on the next Brookings City Council's next regular meeting agenda - September as Suicide Prevention and Awareness month and October as Bully Prevention Month. We hope to get the various entities in the county signed on in August so that we can use the participation information to sign up community entities and the press.

These Bully Prevention proclamation resembles last year's proclamation with updated information on student's experiences (paragraqph 3).

Please let me know if any additional information is needed.

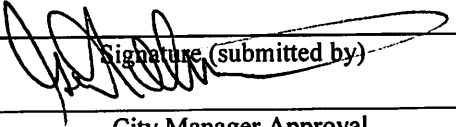
Gordon Clay
TheCitizensWhoCare.org
PO Box 12
Brookings, OR 97415
541-460-5124

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: Mayor Pieper


Signature (submitted by)

City Manager Approval

Subject: Bullying Prevention Month Proclamation

Recommended Motion:

Motion to authorize Mayor Pieper to issue a Proclamation designating October 2017 as Bullying Prevention Month.

Background/Discussion:

Gordon Clay has contacted Mayor Pieper to request City Council proclaim October 2017 as Bullying Prevention Month. Mr. Gordon provided the verbiage for the requested proclamation.

Council has issued a proclamation for this designation every year since 2012.

Attachment(s):

- a. Proclamation
- b. Email from Gordon Clay

City of Brookings *Proclamation*

WHEREAS, bullying is physical, verbal, sexual, or emotional intimidation or harm intentionally directed at a person or group of people and occurs in neighborhoods, playgrounds, schools, on the job and through technology; and

WHEREAS, research indicates that bullying is the most common form of violence, annually affecting thousands of Oregon children and adolescents; and

WHEREAS, over half of all Curry County 6th and 8th graders and 39% of 11th graders felt harassed during the 12 months before the April, 2016 survey and from 74 to 89% of 6th, 8th, and 11th graders heard other students bully another student and heard other spread mean rumors; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional and learning problems; and

WHEREAS, children who bully are at a greater risk of engaging in more serious violent behaviors, while children who witness bullying often feel less secure, more fearful, and intimidated.

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, hereby declare the month of October, 2017, as

Bullying Prevention Month

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 14th day of August, 2017.

Mayor Jake Pieper

Teri Davis

Subject: FW: Proclamation Request
Attachments: suicide-proclamation-brookings-2017.html; ATT00010.htm; bully-proclamation-brookings-2017.html; ATT00013.htm

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Gordon Clay
TheCitizensWhoCare.org
PO Box 12
Brookings, OR 97415
541-460-5124



CITY OF BROOKINGS

JUL 28 2017

RECEIVED.....

City of Brookings

898 Elk Drive, Brookings, OR 97415

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

www.brookings.or.us

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: SONYA BILLINGTON
Physical Address: 414 HILLSIDE AVENUE
Mailing Address: PO BOX #8151
Email Address: oxenpub@gmail.com Phone: (541) 254.4006

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

1. Commission/Committee applying for:
- | | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|--------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB | 4 years |
| <input type="checkbox"/> Budget Committee | 5 Electors | 3 years |
| <input type="checkbox"/> Parks and Recreation Commission | 4 Residents, 1 UGB | 2 years |
| <input checked="" type="checkbox"/> Public Art Committee (PAC) (iii) | 3 Residents, 2 UGB | 3 years |
| <input type="checkbox"/> Traffic Safety Committee | 2 Residents | 2 years |
| <input checked="" type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii) | 4 Residents, 3 Curry Co. | 3 years |
| <input type="checkbox"/> Other (please specify): _____ | | |
2. City residents: How long have you lived in the City of Brookings? 6 years 0 months
Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? _____ years _____ months
4. What is your current occupation? Restaurant Owner

NOTES:

(i) Membership requirements:

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).

(ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) Other restrictions:

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.
- PAC: Three (3) members must have an art background.

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

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

I currently own a business within the city of Brookings (and have for six years) that is significantly affected by tourism: we are twice as busy during peak season. I have two small children that enjoy attending community activities that I would consider major draws to the area (Azalea Fest/Parade, Kite Fest, etc.) and therefore attend nearly all.

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

· Bachelor of Arts in Communications from University of Arizona (2004)

· Minor in Political Science and German Studies

· Member of Brookings/Harbor Rotary 2013

· Have worked in hospitality and/or restaurant business for over 21 years.

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

I hope to become more active in the community and in local politics. I am excited to be more involved in decisions directly affecting all three generations of our family living here as well as our business, employees, and area.

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

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

SONYA BILLINGTON

Applicant (print name)

SBillington

Applicant's Signature

7/27/2017

Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf. Official forms provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

Commission and Committee contact information:

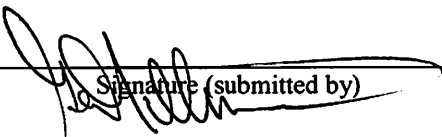
- Planning Commission: 541-469-1137 - mschexnayder@brookings.or.us
- Budget Committee: 541-469-1123 - jhoward@brookings.or.us
- Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 - lziemer@brookings.or.us

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Grant Funding Match Requirements

Recommended Motion:
Discussion.

Financial Impact:
See discussion below.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Among the items on the City Council agenda for August 14 is a grant agreement with Business Oregon for a Police/Fire Station seismic safety rehabilitation project. Under the agreement, the State would be providing \$1,287,988 of the \$1,497,660 estimated construction and engineering cost, leaving a City match of \$209,672.

The City has been very successful in securing grant funding in recent years for improvements to public facilities including parks, streets, water, sewer and buildings. Most of these grants require a local match, and the City has been able to meet these match requirements through the use of reserve funds, utility rates, interfund borrowing and supplemental financing.

The City has now reached a point where we have maxed-out grant matching resources without tapping the General Fund contingency, which has a currently balance of \$626,490 and is being maintained at five per cent of the General Fund budget in accordance with Council policy direction. Any under expenditure of funds from a prior fiscal year is placed into this same contingency. The City used some \$200,000 from this fund during the transition of Salmon Run Golf Course to City management; this was about equal to a typical amount of annual under expenditure contribution to the contingency. This, these funds are not available for grant match.

The City will receive some \$80,000 in unanticipated revenue this year from the increase in franchise fee revenues from Curry Transfer and Recycling. Assuming that expenditures do not exceed revenues by June 30, 2018, these funds would become a part of the General Fund contingency, as would any other unanticipated revenues not otherwise affected by unanticipated expenditures.

Unallocated funding will become available for projects within the Urban Renewal Area beginning in fiscal 2021-22. It may be prudent to take a hiatus from seeking grant funding where

a local match is required until fiscal 2021 to provide time for the various Funds from which match monies are drawn have time to “catch up.”

Attached is a listing of active partially grant-funded projects indicating sources of match.

Attachment(s):

- a. Grant project list.

City of Brookings
Projects - Grant/Donation funded

<u>Projects</u>	<u>Total Project Cost</u>	<u>Grant/ Donation</u>	<u>City Match</u>	<u>Other Resource</u>	<u>Project Year(s)</u>
Airport Infrastructure	2,936,830	1,762,098	1,174,732	W/WW SDC/SRF	2013-2017
Azalea Park Phase 1	353,546	212,128	141,418	Capital Reserve	2014-2017
Azalea Park Phase 2	298,900	166,300	132,600	Capital Reserve	2016-2018
Azalea Park Phase 3	703,265	418,365	284,900	Capital Reserve	2017-2019
Chetco Point Trail	200,000	200,000	0	Donation	2017-2018
Ferry Creek Dam Analysis	145,000	72,500	72,500	Water SRF	2017-2018
North Chetco Sidewalks	2,807,000	2,447,800	359,200	Tax/Streets SDC/ Capital	2019-2021
Railroad Street	2,582,001	1,528,437	1,053,564	Streets SDC/ OTIB Loan/	2017-2018
Seismic Retrofit - Police/Fire	1,497,660	1,287,988	209,672	Capital Reserve?	2017-2019
Water Tank Seismic Valves	543,750	407,813	135,937	Water SRF	2017-2018

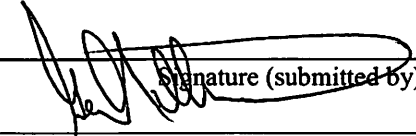
	<u>2017-2018</u>	<u>2018-19</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>Total</u>
Azalea Park Phase 2	132,600				132,600
Azalea Park Phase 3	150,000	134,900			284,900
Seismic Retrofit - Police/Fire		157,254	52,418		209,672
North Chetco Sidewalks		68,800	37,000	253,400	359,200
	<u>282,600</u>	<u>360,954</u>	<u>89,418</u>	<u>253,400</u>	<u>986,372</u>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Golf Course Management Agreement

Recommended Motion:

1. Motion to authorize the City Manager to execute the amended Golf Course Management Agreement with the Early Management Team, Inc.
2. Motion to direct staff to make 2017-18 budget changes to increase operating costs in the General Fund and decrease expenditures in the Capital Reserve Fund by \$20,000.
3. Motion to reimburse the Early Management Team for \$16,594.84 repair parts, materials and irrigation control system equipment, software and maintenance.

Financial Impact:

Management contractor has expended over \$20,000 for supplies in making repairs to the golf course irrigation system and paying software license fees since inception of current contract in June 2016. The proposed motion would reduce funding available for capital improvements and authorize up to \$25,000 in the current fiscal year for repair parts, materials and irrigation system control systems, while reducing the amount of funds available for capital projects to \$15,000.

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

This matter was discussed at the City Council workshop on July 17; a copy of the Council Workshop Report is attached.

This is an amended management agreement with the Early Management Team, Inc., (EMT) for management of the City-owned Salmon Run Golf Course. Amendments to the agreement:

- Clarify that EMT is responsible for repair, and the City is responsible for the supplies needed to perform the repair of irrigation system distribution pipe, sprinkler heads, valves, controller boxes, controller components and related software. EMT will procure the supplies and invoice the City.
- The City and EMT will develop a plan for addressing drainage and grading at the golf course with a goal of resolving drainage problems and increase playable days and revenue.
- The City and EMT will develop a plan for expansion or relocation of the driving range. Again, the goal is to increase revenue.
- Requires EMT to enter into an agreement with a food service provider.
- Eliminates the requirement for an annual update to the business plan.

EMT has paid over \$20,000 for parts, supplies and an irrigation software subscription since June 3, 2016. It is not clear in the current agreement as to whether the management company is responsible for paying for these items. City management believes it would be unusual for a management company to provide all parts and labor for the repair of City-owned facilities. The City has not budgeted for this expense and until now has not had information upon which to develop a budget estimate. Some of the expenses to date have been for repairs due to extensive deferred maintenance.

The City budgeted \$40,000 for capital projects at the golf course for the current fiscal year. The total Parks Department budget for parts and materials is only \$23,000 and cannot sustain the additional cost of the golf course. Staff recommends that \$25,000 allocated for capital projects at the golf course be reallocated to pay for maintenance parts and supplies and that the EMT be reimbursed for irrigation control system costs experienced in June. Staff recommends that the City reimburse EMT for the cost of the irrigation control system in June 2016 and parts expenses from July 1, 2017, for a total of \$16,594.84.

Staff has obtained quotes for replacement of a failed HVAC unit at the clubhouse with the lowest quote being \$6,300. This cost will be paid from the Capital Reserve Fund as a part of the remaining \$15,000 allocated for golf course capital projects.

Attachment(s):


- a. July 17 CWR
- b. Proposed revised agreement
- c. Invoices from EMT

CITY OF BROOKINGS

Council WORKSHOP Report

Meeting Date: July 17, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Salmon Run Agreement

Background/Discussion:

The City entered into a management agreement with the Early Management Team (EMT) in May 2016. At the time there were many unknowns with respect to the physical condition and operating costs of the golf course. Since that time the City has expended over \$206,000 to resolve past debts and repair facilities. This does not include employee time spent in addressing problems with the potable water system and other repairs. The City has budgeted another \$40,000 for fiscal 2017-18 for capital improvements. This budget does not include maintenance related costs for roadside mowing, ditch cleaning, well monitoring/repair and incidental repairs to the clubhouse and other facilities.

The City entered into a lease-purchase agreement for a fleet of new golf carts; EMT is paying the lease cost. The City agreement with the restaurant operator provides that the the restaurant “rent” is 50 per cent of the cost of the clubhouse utilities. In fact, EMT and the restaurant operator have developed an informal trade exchange agreement.

Staff reviewed the current agreement with EMT on June 16 and also met with members of the golf club that same date. As a result of these meetings, staff found the following:

- Clarification is needed concerning respective City/EMT responsibilities for certain expenses including maintenance of irrigation control system software, irrigation distribution pipes, drainage corrective measures, and replacement of turf maintenance equipment.
- The agreement provides that the City will provide roadside storm water ditch, shoulder and road maintenance. While the Public Works Crew “mucked out” the ditches soon after the City assumed control of the course in 2016, the crew has been hard pressed to return due to work required on City streets and facilities following the heavy rain this winter. The City also did not add any staff to the Public Works Crew for this purpose. Public Works employees spent several days performing these functions in late June.
- EMT continues to operate at a deficit; and this cannot continue.
- Membership is at 70, and many members “drop off” the membership during winter months when the course is often not playable. EMT believes year-round membership of at least 100 is needed in order to sustain the operation.
- There is a need for membership marketing.
- There is a need for visitor marketing.

- Years of erosion and lack of maintenance...and possibly improper initial design...has resulted in sod overtopping irrigation sprinkler head and valves by as much as 12 inches in some locations. This results in flooding, with standing water preventing play for many days during rain periods. Playable days would increase dramatically if the flooding issue was resolved.
- EMT continues to experience problems with the irrigation control system.
- EMT has been making repairs to facilities which are really the City's responsibility.
- Turf maintenance equipment is old and many items are beyond their serviceable life.
- The Early's have done an excellent job; the club membership has contributed volunteer hours; individual club members have contributed expertise, equipment and materials.
- Club members are very happy with the progress to date since EMT assumed management.
- EMT has developed an alternative method for repair and maintenance of cart paths.

Staff recommends the following course of action:

1. Have the Public Works/Development Services Department meet with EMT and golf club members who are knowledgeable about drainage/grading needs to develop a plan...including cost estimates...for incrementally correcting the flooding problem. This may include grading in selected areas, reworking culverts and reseeding.
2. Amend the agreement to provide that the City is responsible for the maintenance of the irrigation piping, while EMT is responsible for the maintenance/replacement of sprinkler heads and valves.
3. Amend the agreement to provide that the City is responsible for maintaining the irrigation control system, including software.
4. Amend the agreement to provide that, with prior authorization to perform the work, the City would reimburse EMT for the cost of EMT staff performing maintenance work on items 2 and 3 above, and repairing cart paths. These are also City-owned fixed assets.
5. Work with EMT to develop a greens keeping equipment replacement plan, including financing.
6. Amend the agreement to provide that the restaurant operation is a part of the agreement with EMT and that EMT can subcontract to a restaurant service provider. There should be one golf course management contract, and not a separate agreement with a restaurant operator within the clubhouse that is under the control of EMT.
7. Assist EMT in securing the services of a membership recruitment consultant.
8. Finally, the City should allocate Transient Occupancy Tax revenue to market the golf course. The only way to avoid having to deal with potential closure or increased City subsidy of the golf course is to increase the number of rounds. For the next two fiscal years, the City should focus the primary use of its TOT funds to marketing the facility that it owns. Attached is a promotional video proposal submitted by Xplore Films.

Attachment(s):

- a. Current Management Agreement.
- b. Explore Films proposal.

GOLF COURSE MANAGEMENT AGREEMENT

This Golf Course Management Agreement (“Agreement”) is entered into by and between the City of Brookings, an Oregon municipal corporation (the “City”), and Early Management Team, Inc., an Oregon corporation (EMT), whereby EMT will provide golf course management services.

RECITALS

- A. The City owns a golf course known as Salmon Run Golf Course, located at 99040 South Bank Chetco River Rd (the property and the improvements are herein referred to as the “Golf Course”).
- B. Salmon Run Golf Course consists of an 18-hole golf course, driving range, shop building, clubhouse and associated business operation.
- C. EMT has expressed a willingness to manage the golf course for the City.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **MANAGEMENT.** City hereby retains, engages and appoints EMT as City’s agent to supervise, manage, direct, and operate the Golf Course on behalf of and for the account of City. EMT hereby accepts said appointment upon and subject to the terms and conditions hereof and at all times consistent with the Business Plan approved by City. City hereby delegates to EMT the discretion and authority to determine operating policies and procedures, standards of operation, house rules, standards of service and maintenance, fees and other pricing, and other policies, rules, and regulations affecting the Golf Course or the operation thereof, to implement all of same, and to perform any act on behalf of City deemed by EMT to be necessary or desirable for the operation and maintenance of the Golf Course. EMT shall have the authority and responsibility for the administration, operation and management of the Golf Course, including, without limitation, course maintenance, building maintenance, equipment maintenance, food and beverage provision, merchandise, service, accounting and financial reporting.
- 2.0 **TERM.** This Agreement has a term of 36 months, commencing on May 20, 2016 and terminating on May 19, 2019. This Agreement may be extended for two additional 36 month periods upon the written consent of both parties.
- 3.0 **BUSINESS PLAN.** EMT has developed a Business Plan attached hereto as Exhibit A. It is acknowledged that the parties have entered into this Agreement with reliance upon said Business Plan.

3.01 As conditions warrant, EMT shall revise the Business Plan and present revisions to the City for approval. EMT shall not be deemed to have made any guarantee or warranty in connection with the results of operations or performance set forth in the Business Plan since the parties acknowledge that the Business Plan is intended to set forth objectives and goals based upon EMT's judgment and the facts and circumstances known by EMT at the time of preparation.

3.02 On an annual basis, EMT and City shall ~~update-meet to review~~ the Business Plan ~~no later than July 1 and submit it to City for City's review and written approval. City shall give its comments and/or approval of the updated Business Plan within thirty (30) calendar days after receiving the Business Plan from EMT. In the event of disapproval of the Business Plan (or any portion thereof), EMT shall use commercially reasonable efforts to operate the Golf Course pursuant to the terms of this Agreement until such time as City and EMT agree upon revisions to the Business Plan, and make such adjustments as the parties deem necessary and appropriate.~~

4.0 SCOPE OF SERVICES. EMT will provide all labor and materials, unless otherwise specified in this Agreement, for the operation and maintenance of the Golf Course including, but not limited to, the following:

- a. Supervision of the starting of play by golfers.
- b. Supervision of play on the course.
- c. Enforcement of all rules and regulations relative to the golf course.
- d. Establish and collect greens fees and membership fees.
- e. Provision and maintenance of rental equipment, (i.e. carts, clubs).
- f. Provide an operating fleet of carts to handle the requirements of the course; return carts to storage area each evening; account for all carts at end of the day; collection of fees for use of carts.
- g. Organize, supervise and direct volunteers
- h. Maintain all internal signs
- i. Provision of range balls that are in a reasonable condition for rental; keep range tee area neat.
- j. Provide proper and professional maintenance for course fairways, driving range, greens, shrubs and trees. EMT will at its sole cost and expense be responsible for supplies and labor to meet this requirement excluding irrigation water supply. Watering to be done at night as much as possible.
- k. Operate and maintain a friendly, reputable pro shop, practice range and golf course.
- l. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
- m. Maintain score cards, divot tools, tees and golf balls at all time.
- n. Organize, advertise and operate golf tournaments.
- o. Market the golf course and events.
- p. Operate the clubhouse, event tent, and outside meeting, snacking area.

q. Repair and maintenance of golf carts, mowers and tractors and other equipment.
~~q.1.~~ Repair irrigation distribution pipe, sprinkler heads, valves, controller boxes, controller component and software.

4.01 EMT shall comply with City purchasing regulations with respect to purchase of parts and materials subject to reimbursement under this agreement. Specifically, EMT shall attempt to secure at least three quotes for all purchases of \$1,000 or more. All purchases of \$1,000 or more shall be approved by City in advance.

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5.0 RESPONSIBILITIES OF CITY. City shall be responsible for the following:

- a. Maintaining the access road in good repair
- b. Maintaining cart roads in good repair
- c. Maintaining bridge structure in good repair
- d. Maintaining roadside drainage, ditches and culverts
- e. Maintaining potable water system, including source of supply, treatment and distribution
- f. Maintaining equipment and piping used to extract irrigation water from the Freeman Ranch well and the transmission main connecting to the golf course irrigation system
- g. Maintaining the on-site sewage collection system, but not including periodic pumping of the septic tank
- h. Maintaining the shop building structure including roof
- i. Providing and maintaining an event tent adjacent to the clubhouse
- j. Providing and maintaining an entrance sign at South Bank Chetco River Road
- k. Service direction signs on Highway 101 from the Oregon Department of Transportation
- ~~k.1.~~ Provide irrigation distribution pipe, sprinkler heads, valves, controller boxes, controller components and software.

6.0 CONDITION OF PROPERTY. EMT will accept all properties, facilities, and equipment "as is" in their present existing condition. The City and EMT will work together to identify urgent needs for construction and repair of facilities during the term of this Agreement. The parties will agree as to which party will be responsible for making the repairs on a project by project basis.

7.0 USE OF PROPERTY. City hereby grants to EMT the right to use the property that constitutes the Golf Course for the purposes set forth herein (it being understood that the right of possession remains with the City and that the City may enter Golf Course at any time).

7.01 City Tournaments. EMT agrees to waive entry fees (consisting of green fees and cart fees) for the use of the Golf Course for the conduct of one city-sponsored fundraising tournament annually.

8.0 UTILITIES. All utilities, including, but not limited to, telephone, internet, electric, gas, sewage/garbage, cable, and all other utilities will be the responsibility of EMT. The provision of both potable and irrigation water will be the responsibility of the City.

9.0 SECURITY. EMT will at all times during the term of this Agreement provide adequate security and safety measures necessary to protect the Golf Course and any persons, including EMT's employees, invitees, agents, and members of the general public, from risk of harm arising from EMT's management of the Golf Course.

10.0 JACK CREEK. EMT will endeavor to retain the natural golf features and aesthetic beauty of Jack Creek Valley. EMT will work closely with the appropriate governmental agencies to meet this obligation. EMT will not use any pesticides or fertilizers which require a permit, or allow any pesticides or fertilizers to enter Jack Creek.

11.0 WASTE. EMT must not commit or suffer to be committed any waste upon the Golf Course premises or allow any nuisance, unreasonable noise, odor, or other act or thing that may disturb the quiet enjoyment of any other person(s) or entities located on or near the Golf Course premises.

12.0 DISASTER ASSISTANCE. In the event the golf course suffers damage as a result of a disaster event declared by the President, whereby disaster assistance funds are made available for public facilities, City shall apply for assistance to fund debris removal and repairs at the Golf Course.

13.0 EQUIPMENT. EMT may use City-owned equipment secured as a part of the Settlement Agreement with Wild Rivers Golf Management for the purpose of maintaining and operating the Golf Course. EMT shall be responsible for maintenance and repair of said equipment. EMT shall notify City when such equipment is no longer serviceable or no longer of use and shall assist the City in the disposal of said equipment. Thereafter, EMT shall be responsible for providing replacement equipment as needed which will be an asset of EMT. Attached hereto as Exhibit B is a listing of City-owned equipment as of the execution this Agreement.

13.01 Carts. City agrees to enter into a lease/purchase agreement or otherwise secure financing for the purchase of 48 golf carts from a third party. EMT agrees to pay to City an amount equal to the monthly lease and/or purchase payment. Upon final payment on said financing, ownership of the carts shall be transferred to EMT. EMT shall at all times be responsible for the maintenance and repair of said carts. EMT may purchase or lease additional carts at their discretion and at their expense.

13.02 Equipment Replacement. City and EMT will develop plan for equipment replacement, including financing.

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14.0 SAFETY.

14.01 Unsafe Conditions. EMT must immediately correct any unsafe condition of the Golf Course or unsafe practices occurring thereon, as well as comply with all applicable safety laws. EMT must cooperate and comply fully with City, County,

State, Federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all structures, enclosures, vehicles, and equipment.

- 14.02 Emergency Assistance and Notification. EMT must take commercially reasonable steps, such as call 9-1-1, in order to obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring at the Golf Course and agrees to cooperate fully with City in the investigation of any accidental injury or death occurring at the Golf Course. EMT must submit a report within twenty-four (24) hours to the City Manager of any accidental injury requiring ambulance response or death.
- 14.03 Fire Protection. City shall provide fire protection services for the Golf Course and shall, at its discretion, locate fire suppression equipment at Golf Course. City may provide Golf Course employees with training in use of said equipment.
- 15.0 SUPERVISION. EMT shall report to and take direction from the City Manager. EMT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. EMT will submit a quarterly financial report to the City Manager detailing all expenses and income for each month.
- 16.0 INSURANCE. EMT must obtain and maintain during the term of this Agreement, and any extension thereof, the following types of insurance at EMT's sole expense.
 - 16.01 Commercial General Liability. CGL insurance with not less than the following limits, and endorsed to include the City of Brookings as an additional insured, shall be provided by EMT:
 - a. General aggregate: \$2,000,000.
 - b. Completed operation aggregate \$2,000,000.
 - c. Personal and advertising - injury \$1,000,000 each occurrence.
 - d. Fire damage: \$100,000
 - e. Medical expense \$10,000
 - f. Umbrella Liability Aggregate: \$1,000,000
 - 16.02 Workers' Compensation Insurance. Workers compensation insurance shall be required under the Laws of the State of Oregon.
 - 16.03 Automobile Insurance. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:
 - a. Bodily injury: \$1,000,000 per person \$1,000,000 per accident.
 - b. Property damage: \$500,000 per accident basis.

16.04 Primary Insurance. EMT's insurance policies, with respect to any claims related to this Agreement, will be primary with respect to all other sources of coverage available. Any City maintained insurance or self-insurance coverage will be in excess of and not contribute to any of EMT's coverage.

17.0 INDEPENDENT CONTRACTOR. EMT services shall be furnished by EMT as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by EMT as an independent contractor. EMT acknowledges that the compensation for all services provided under this Agreement is specified in the Agreement and EMT is not entitled to any City benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees. EMT represents that EMT maintains a separate place of business, serves clients other than the City, will report all income and expenses accrued under this contract as applicable to the Internal Revenue Service, and has a tax account with the State of Oregon for payment of all applicable taxes collected by the State of Oregon. Neither EMT nor any of its employees are eligible to receive any of the rights or benefits otherwise available to City employees. EMT shall be free from the direction and control of the City over the means and manner of performing services under this Agreement, subject only to the right of the City to specify the desired results. EMT shall be solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

17.01 Personnel. EMT represents that it will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any contractual relationship with the City. Such personnel shall be compensated solely by EMT.

17.02 Employees. EMT shall: (1) determine personnel requirements, recruitment schedules, and compensation levels; (2) furnish job descriptions for full-time, and operational and procedural manuals for all personnel; and (3) establish forms and procedures for employee compensation. EMT shall hire, promote, discharge, and supervise all employees performing services in and about the Golf Course. All of the employees of the Golf Course shall be employees of EMT. City must approve in advance and in writing the hiring of EMT's general manager. Such approval shall not be unreasonably withheld.

17.03 Supervision. All of the services required hereunder will be performed by EMT or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

17.04 Subcontracting. EMT shall negotiate, consummate, enter into, and perform such agreements as EMT may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs and other materials and services as EMT determines are needed from time to time for the management and operation of the Golf Course. Notwithstanding the above, any contract that exceeds Ten Thousand Dollars (\$10,000) in total payments over the term of such contract or which has a term of more than one (1) year shall require the prior written consent of City.

17.04.1 Oceanside Diner/Jack Creek Café. It is recognized that, at the time of first execution of this Agreement, Oceanside Diner, dba Jack Creek Café, is conducting business within the clubhouse building under a letter agreement with the City of Brookings. ~~The parties agree that EMT may shall~~ enter into a subcontract agreement with Oceanside Diner/Jack Creek Café or successor for the continuing operation of said food service and restaurant not later than November 1, 2017. This section is not to be interpreted as requiring EMT to contract for the provision of food service or a restaurant.

17.05 Repairs. EMT shall use commercially reasonable efforts to make, or cause to be made, all necessary and proper repairs in and to Salmon Run in order to keep and maintain the same in good repair, working order and condition (normal wear and tear excepted), and outfitted and equipped for the proper operation thereof.

17.05.1. EMT shall invoice City for the cost of all materials and supplies associated with maintenance as provided in Sections 4.0(r) and 5.0(l). Upon prior written authorization by City, EMT may perform repair work listed in Section 5.0 and receive reimbursement for actual costs.

17.05.2 EMT and City, through its Public Works and Development Services Department, shall develop a plan to address drainage and grading needs at the golf course. Said plan shall identify corrective measures, estimated costs, sources of funds, and a schedule of work for incrementally correcting flooding and other course physical constraints to extended season use.

17.06 Licenses, Permits and Accreditations. EMT shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in EMT's name) all licenses, permits, and accreditations required in connection with the management and operation of the Golf Course. City will reasonably cooperate with EMT in applying for, obtaining, and maintaining such licenses (including liquor licenses), permits, and accreditations.

17.07 Fee. EMT's fee will consist of retaining any income, subject to the following, realized as a result of EMT's management of the Golf Course under this

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Agreement. EMT will not charge a monthly fee. EMT shall provide City with a copy of EMT U.S. Corporation Income Tax Return (IRS Form 1120) not later than May 15 of each year. EMT shall retain as a management fee 100 percent of the first \$50,000 of Taxable Income as shown on Line 30 of Form 1120 and 80 percent of Taxable Income in excess of \$50,000. EMT shall remit to City the aforementioned percent of Taxable Income in excess not later than June 1 of the calendar year in which the federal income tax is payable.

17.08 Fee Upon Term Extension. The amount of Fee provided in 17.07 shall be subject to renegotiation upon extension of this Agreement as provided in Section 7.0.

17.09 Disposition of funds remitted to City. Monies remitted to City under Section 17.07 shall be used by City to pay for capital projects and major maintenance to golf course buildings, roads, drainage systems and other infrastructure.

~~17.09~~ 17.10 City and EMT shall develop a plan for expansion or relocation of the driving range, including acquisition of additional land.

18.0 ACCOUNTING AND REPORTING. EMT shall at all times maintain accounting records in a format consistent (in all material respects) with generally accepted accounting practices. EMT shall provide the following financial statements in a format reasonably specified by City:

18.01 Quarterly Statement. EMT shall submit to City, within twenty (20) calendar days after the close of each calendar month, a financial statement showing in reasonably accurate detail the financial activities of Salmon Run for the preceding calendar month and the calendar year to date.

18.02 Annual Statement. EMT shall submit to City, within sixty (60) calendar days after the close of each calendar year, a financial statement showing in reasonably accurate detail the financial activities of Salmon Run for the calendar year then ended.

19.0 INTERNAL CONTROL. EMT agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Golf Course, such controls to be consistent with generally accepted accounting practices and principles.

20.0 RECORDS INSPECTION. EMT shall maintain a complete set of all financial, vendor, employee and operating records relating to the Golf Course. At any time during the term of this Agreement, City shall have the right, to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Golf Course at reasonable times and during normal business hours. City reserves the right to engage an

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independent auditor to audit the financial activities of the Golf Course. Upon expiration or termination of this Agreement, EMT will promptly turn over all such records or copies of such records to City.

- 21.0 DEFAULT. The occurrence of any one or more of the following events, which is not cured in any applicable grace period, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):
- 21.01 Failure to Comply. Either party's failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement that is not cured within thirty (30) calendar days after written notice thereof from the other party to specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure.
- 21.02 Bankruptcy. If either party: (1) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; (2) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; (3) makes a general assignment for the benefit of creditors; (4) is adjudicated as bankrupt or insolvent; or (5) files a voluntary petition in bankruptcy or a petition of an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing.
- 21.03 Reorganization, Receiver. If an order, judgment, or decree is entered without the application, approval, or consent of the party by a court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) calendar days from the date of entry thereof.
- 21.04 Fraud. If either party has reasonable grounds to suspect that the other party has committed an act of fraud involving the provision of services under this Agreement including any acts of fraud suspected against the corporate officers, directors, employees or agents of either party.

22.0 WRITTEN NOTICE OF TERMINATION. Upon proper termination of this Agreement, EMT shall vacate the Golf Course and transfer all contracts, licenses, unearned accounts receivable, furniture, fixtures, and equipment to the City and assist in the orderly transfer of the operation to the City or the City's contractor for management.

22.01 Termination for Fraud. If EMT defaults by committing an act of fraud, the City may terminate the Agreement immediately upon written notice to EMT and obtain performance of the work elsewhere.

22.02 Termination for All Other Causes. When termination occurs under any terms or condition of the Agreement, the City shall establish a schedule for EMT to comply with in vacating the Golf Course and winding up its business under this Agreement. Upon any termination notices under the Agreement, EMT shall work diligently and in good faith to vacate the property in accordance with the City's schedule. In no case, shall the schedule for vacating the property exceed 60 calendar days.

23.0 GENERAL PROVISIONS.

23.01 No Discrimination. EMT will not discriminate in the operation or management of the Golf Course against any person on account of age, race, religion, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record. This section does not prohibit the abidance of law governing the consumption of alcoholic beverages or the offering of special rates or services to persons 50 years of age or older.

23.02 Notice. Any notices to be given under this Agreement by either party to the other must be in writing and may be transmitted by personal delivery or by certified mail, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing below their respective signatures, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed received as of the date of actual receipt; mailed notices will be deemed received three (3) calendar days after the date of mailing.

23.03 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

23.04 Indemnification. To the fullest extent permitted by law, EMT shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of EMT's performance under this

Agreement or out of the operations conducted by EMT, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from EMT's performance of this Agreement, EMT shall provide a defense to the indemnitee or at the City's option, reimburse indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

- 23.05 No Assignment. This Agreement is for the personal services of EMT. EMT may not assign this Agreement, EMT's right to moneys becoming due under this Agreement, or EMT's duties under this Agreement to any other person or entity without the written consent of the City. Any attempt at any such unauthorized assignment shall be void.
- 23.06 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
- 23.07 Compliance with Laws. EMT shall comply with all applicable local, state and federal laws and regulations.
- 23.08 Attorney's Fees. If any legal action or proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and expenses in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire Agreement.
- 23.09 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force without being impaired or invalidated in any way.
- 23.10 Entire Agreement. This instrument contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and EMT with respect to the engagement of the City and EMT and contains all of the covenants and agreements between the parties with respect to that engagement. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other

agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

- 23.11 Execution. Each person signing on behalf of the respective parties represents and attests that they are authorized to sign and to bind their principals.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20th day of May, 2016.

CITY OF BROOKINGS
898 Elk Drive
Brookings, OR 97415

EARLY MANAGEMENT TEAM, INC.
P.O. Box 1688
Brookings, OR 97415

By: Gary Milliman, City Manager

By: Valarie L. Early, President

Early Management Team, Inc. dba Salmon Run Golf

PO BOX 1688
BROOKINGS, OR 97415

Invoice

Date	Invoice #
6/30/2017	2017-005

Bill To:
City of Brookings Tony Baron 898 Elk Drive Brookings, OR 97415

Item	Description	Qty	Rate	Amount
Irrigation System	Irrigation Control Box parts	1	1,758.68	1,758.68
Irrigation System	Irrigation Control Box parts - board exchange	1	934.46	934.46
Irrigation System	Irrigation Software GSP 1 year subscription	1	3,295.00	3,295.00
	Invoices paid by EMT - Attached			
<p style="text-align: center;">City of Brookings Approved for Payment</p> <p>Date _____ By _____</p> <p>Acct # _____ Amt _____</p> <p>Acct # _____ Amt _____</p>				
Total				\$5,988.14

Phone # 5414694888 salmonrunggolf@gmail.com
Fax # 541-469-4889 www.salmonrunggolf.com

FERGUSON
Waterworks
 9129 NORTH TYNDALL AVENUE
 PORTLAND, OR 97217-6964

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0582701	\$1,758.68	49245	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #3011
 PO BOX 847411
 DALLAS, TX 75284-7411

Please contact with Questions: 503-240-6747

SHIP TO:

EARLY MANAGEMENT TEAM INC
 SALMON RUN GOLF
 99040 SOUTH BANK CHETCO RIVER
 BROOKINGS, OR 97415

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1613	1613	ORONLY	R/B GOLF	613	INTERNAL ASSY	06/08/17	58037
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	QTY	AMOUNT	
20	20	RAI21475132	RAIN BIRD 751-32 INT ASSY *Z	86.870	EA	1737.40	
			INVOICE SUB-TOTAL			1737.40	
			FREIGHT			21.28	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

Attention Customers

Ferguson lockboxes 43090 & 134261 will close effective 8/1/17. Your payment will be returned after that date.

Please remit to:

FEI # (main branch number) PO BOX 847411 Dallas, TX 75284-7411



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,758.68
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.



9129 NORTH TYNDALL AVENUE
PORTLAND, OR 97217-6964

Please contact with Questions: 503-240-6747

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0584343	\$934.46	49245	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3011
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO

EARLY MANAGEMENT TEAM INC
SALMON RUN GOLF
99040 SOUTH BANK CHETCO RIVER
BROOKINGS, OR 97415

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1613	1613	ORONLY	BOARD EXCHANGE	613	R/B GOLF	06/14/17	58086
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
			GSP MEMBER # 202143				
1	1	SP-RAI63551302	POWER INTERCONNECT BOARD NEW	210.090	EA	210.09	
1	1	SP-RAI634955-04	MAIN LOGIC BOARD W/ CABLE PAR OSMS	456.720	EA	456.72	
1	1	SP-RAI63467702	OSM-S W/ SWITCHES	267.650	EA	267.65	
INVOICE SUB-TOTAL						934.46	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Attention Customers Ferguson lockboxes 43090 & 134261 will close effective 8/1/17. Your payment will be returned after that date. Please remit to: FEI # (main branch number) PO BOX 847411 Dallas, TX 75284-7411							



TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$934.46
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.



9129 NORTH TYNDALL AVENUE
PORTLAND, OR 97217-6964

Please contact with Questions: 503-240-6747

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0583096	\$3,295.00	49245	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #3011
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

EARLY MANAGEMENT TEAM INC
SALMON RUN GOLF
99040 SOUTH BANK CHETCO RIVER
BROOKINGS, OR 97415

SHIP WHSE	SELL WHSE	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1613	1613	ORONLY	GSP 1 YR	613	R/B GOLF	06/15/17	58098
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	RM	AMOUNT	
1	1	RAI001318	GSP 1 YR SGL PAYMENT	3295.000	EA	3295.00	
			INVOICE SUB-TOTAL			3295.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

Attention Customers

Ferguson lockboxes 43090 & 134261 will close effective 8/1/17. Your payment will be returned after that date.

Please remit to:

FEI # (main branch number) PO BOX 847411 Dallas, TX 75284-7411



TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$3,295.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

Early Management Team, Inc. dba Salmon Run Golf

PO BOX 1688
BROOKINGS, OR 97415

Invoice

Date	Invoice #
7/30/2017	2017-006

Bill To
City of Brookings Tony Baron 898 Elk Drive Brookings, OR 97415

Item	Description	Qty	Rate	Amount
Irrigation System	Irrigation Control Box parts - Superintendent Turf invoice	1	1,044.75	1,044.75
Irrigation System	Board Tronics - Irrigation Control Box parts	1	949.65	949.65
	Paid invoices attached			
<div>City of Brookings Approved for Payment Date _____ By _____ Acct # _____ Amt _____ Acct # _____ Amt _____</div>				
			Total	\$1,994.40

Phone # 5414694888 salmonrungolf@gmail.com
Fax # 541-469-4889 www.salmonrungolf.com

Superintendent Turf Services LLC
9191 Iris Lane
Zionsville, IN 46077 US
317-903-9869
superintendentturfservices@gmail.com

Invoice

BILL TO
Val Early

SHIP TO
Val Early

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1119	06/23/2017	\$0.00	07/23/2017	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Rainbird 700:Rainbird 700 Rotor	30	33.3333	1,000.00
Rotors sold used as is. In good working order. Rotors shipped upon payment.			
Thanks			
SUBTOTAL			1,000.00
SHIPPING			44.75
TOTAL			1,044.75
PAYMENT			1,044.75
BALANCE DUE			\$0.00

PAID

BOARD TRONICS

1-800-782-9938 • BoardTronics.com

Federal Tax ID# 91-1779918
A California Corporation

INVOICE NO.

8939672

Question about this invoice? Email accounting@boardtronics.com
Federal Form W9 available at boardtronics.com/w9 Password: 9918

BILL TO:

Accounts Payable
Salmon Run Golf Club
PO Box 1688
Brookings, OR 97415

SHIP TO:

Val Early
Salmon Run Golf Club
99040 S. Bank Chetco River Rd
Brookings, OR 97415

DATE: 06/23/2017 DUE DATE: 07/23/2017 TERMS: Net 30

SHIP DATE	SHIP VIA	PO NUMBER	TRACKING NUMBER	RETURN TRACKING NUMBER
06/23/2017	UPSRL		1Z18E6E20343329085	1Z18E6E29045513691
PRODUCT/SERVICE		QTY	UNIT PRICE	TOTAL PRICE
Reconditioned OEM 48-Station Timing Mechanism for PAR+ (Core Return Required)		1	319.95	319.95T
New SuperParts Output Station Module for PAR+/PAR+ES/MS+		3	199.95	599.85T
New SuperParts™ OSM/ROM-8 Protective Backer for PAR+/PAR+ES		3	9.95	29.85T
Free Shipping - Online Order		1	0.00	0.00

SUBTOTAL
949.65

TAX
0.00

TOTAL
949.65

BALANCE DUE
\$949.65

WANT TO PAY ONLINE?



Email us at accounting@boardtronics.com and include your invoice number and all email addresses at which you'd like to receive invoices. We'll send this invoice and all future invoices to you electronically with a secure link to pay online via credit card or electronic check.

MAKE CHECK PAYABLE AND MAIL TO:

BoardTronics, Inc.
Attn: Accounts Receivable
1364 Blue Oaks Blvd, STE. 100
Roseville, CA 95678

TERMS & CONDITIONS

Invoices not paid by the due date will be assessed a 3% late fee. Invoices requiring collection will be assessed a 30% late fee in addition to the 3% late fee.

Early Management Team, Inc. dba Salmon Run Golf

Invoice

PO BOX 1688
BROOKINGS, OR 97415

Date	Invoice #
8/7/2017	2017-008

Bill To:
City of Brookings Tony Baron 898 Elk Drive Brookings, OR 97415

Item	Description	Qty	Rate	Amount
Irrigation System	Stratus II Upgrade with new computer - Irrigation Control software & Database conversion	1	8,612.30	8,612.30
			Total	\$8,612.30

Phone # 5414694888 salmonrungolf@gmail.com
Fax # 541-469-4889 www.salmonrungolf.com

FERGUSON
Waterworks
 9129 NORTH TYNDALL AVENUE
 PORTLAND, OR 97217-6964

Please contact with Questions: 503-240-6747


INVOICE NUMBER	CUSTOMER	PAGE
0519613	49245	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
 MAKING PAYMENT AND REMIT TO:**

FEI #3011 WATERWORKS
 LOCKBOX 043090
 M/S 90 PO BOX 4300
 PORTLAND, OR 97208-0000

SHIP TO:

EARLY MANAGEMENT TEAM INC
 SALMON RUN GOLF
 99040 SOUTH BANK CHETCO RIVER
 BROOKINGS, OR 97415

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1613	1613	ORONLY	Stratus li Upg Str	613	GOLF	05/24/16	54320
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	SP-RAIH93007G1	STRATUS LI UPG STR CPU 1 YEAR GSP	8612.300	EA	8612.30	
		SP-RAI001344DATA	DATA BASE CONVERSION SERVICE		EA	0.00	
INVOICE SUB-TOTAL						8612.30	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
<div> <div>Thank you for your business</div> <div></div> </div>							

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$8,612.30

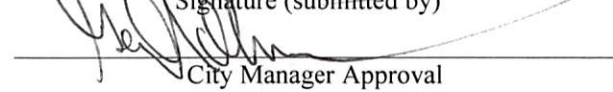
All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseley.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval

Subject: Accept bid from Rapraeger Inc. to reconstruct a water mainline from Spruce Drive, along Alder Street terminating at Railroad Street

Recommended Motion:


Motion to accept the Basic Bid—Spruce Drive, \$65,997.50 and Additive Alternate – Alder Street, \$27,092.50 and to award the work to Rapraeger Inc. for the total amount of \$93,090

Financial Impact:

Funding by City of Brookings Water System Replacement Fund

Base Bid – Spruce Drive	\$65,997.50
Alternate – Alder Street	<u>\$27,092.50</u>

Total \$93,090.00

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

This project removes a failing 4 inch diameter Asbestos Cement (AC) water mainline and replaces it with an 8 inch diameter C900, plastic (state of the art) water mainline. The 4 inch diameter AC water mainline in Spruce Drive and Alder Street has been problematic. There are approximately 10 repair patches on the Spruce Drive portion from Linden Lane to Alder Street, approximately 374 lineal feet. Each repair represents a *minimum* direct cost of approximately \$1,500 to \$2,500.

Current fire protection standards require 1,500 gallons per minute for two hours in a residential zone. While an 8 inch diameter water mainline can easily supply the required water flow, a 4 inch diameter water mainline can only produce about 500 gallons per minute in a *best case* scenario.

This project removes and replaces approximately 195 feet of substandard 4 inch diameter water mainline in Alder Street and approximately 374 feet of 4 inch diameter water mainline in Spruce Drive for a combined total of 569 feet of replacement water mainline. The work will eliminate AC pipe and should prevent ongoing pipeline failures in this area while providing solid infrastructure that can be paved over during the 2017/2018 fiscal year paving work. In all, this

work will provide improved customer service, reduced overtime, improved efficiency and when the paving is completed, a safe and attractive driving surface. Replacement fire hydrants are included in the project.

Two bids were received for the work. One from Tidewater Contractors, Inc. and one from Rapraeger, Inc. The Engineer's estimate is included in the table below for informational purposes.

Bidder	Basic Bid	Alternate	Total
Engineer	\$80,000	\$40,000	\$120,000
Tidewater	\$91,100	\$33,750	\$124,850
Rapraeger	\$65,997.5	\$27,092.5	\$93,090

Rapraeger Inc. provided a responsible, complete bid and has a good reputation of successfully completing this type of work in a timely, professional manner.

Staff recommends accepting Rapraeger Inc's bid for the Basic Bid—Spruce Drive, \$65,997.50 and Additive Alternate – Alder Street, \$27,092.50 and to award the work to Rapraeger Inc. for the total amount of \$93,090

Attachment(s):

- A. Project Drawings
- B. Tabulation of Bids

ALDER ST & SPRUCE DR. WATER LINE PROJECT



CITY OF BROOKINGS
CURRY COUNTY, OREGON

PROJECT NO. 145.71

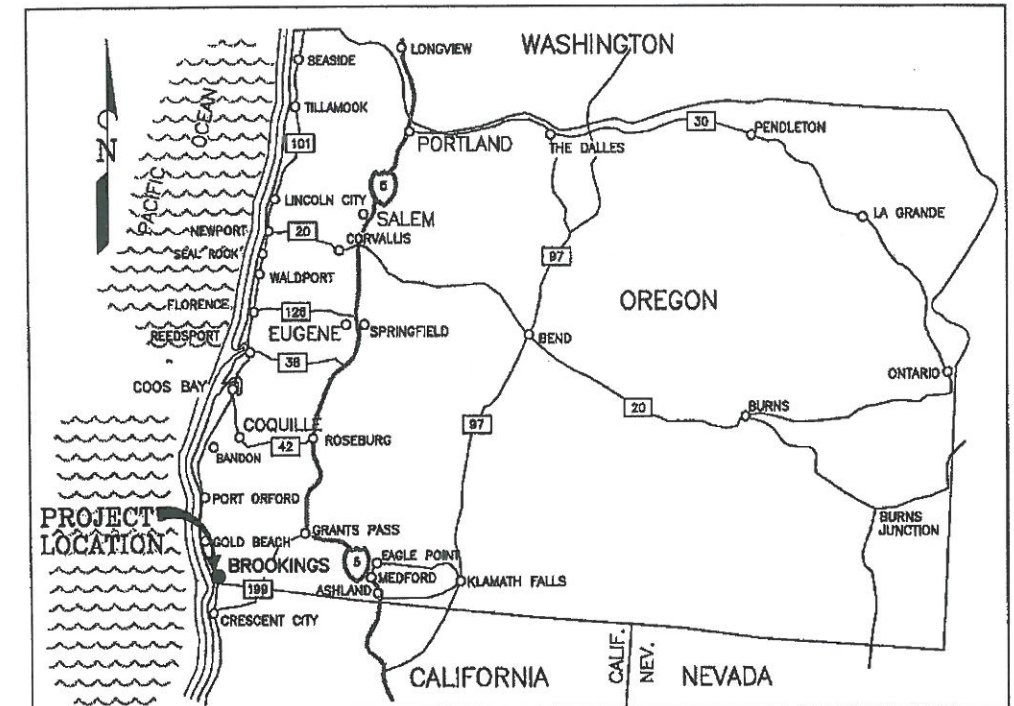
JULY 2017

ENGINEER:



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 Teakwood Avenue / Coos Bay, Oregon 97420
(541) 269-0732 / WWW.DYERPART.COM

PROJECT NO. 145.71



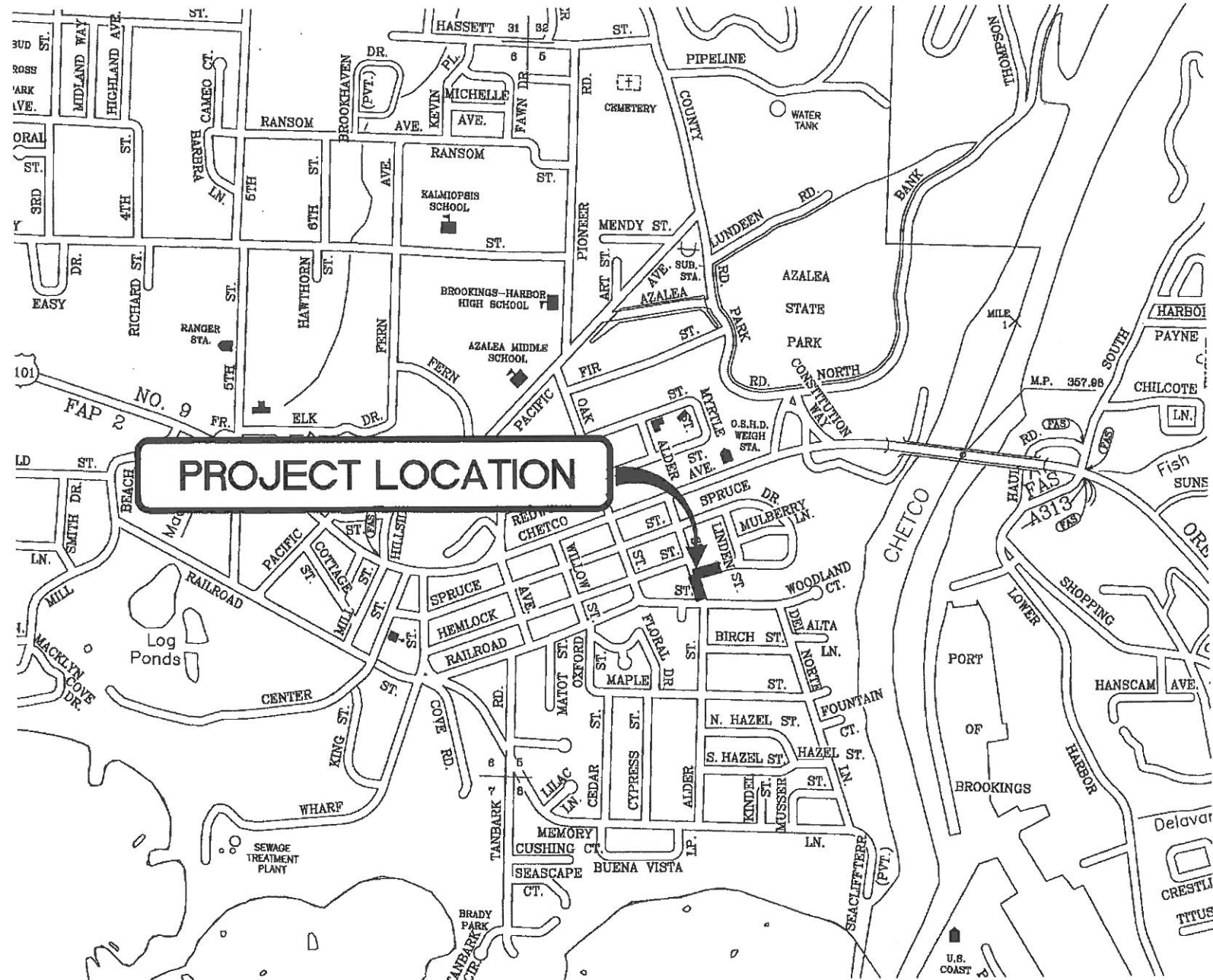
LOCATION MAP
SCALE IN MILES
0 20 40 60



ATTACHMENT A

PLOT DATE July 17, 2017

\\dye2\h\dyer-part\A\projects\145 Brookings\145.71 Alder ST & Spruce DR WL Rplcmts\DWG\145.71 General.dwg 7/17/2017 11:37:48 AM



VICINITY MAP

SCALE: 1" = 1000'±



DESIGNED:
TAH

DRAWN:
SDL

APPROVED BY:

DATE:

REVISIONS

REVISED	DESCRIPTION	SUBMIT	APPR'D	DATE



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 TEAKWOOD AVENUE
COOS BAY, OREGON 97420
TELEPHONE: (541) 289-0732
www.dyerpart.com

LINE IS 1 INCH
AT FULL SCALE
IF NOT 1-INCH SCALE ACCORDINGLY

DRAWING INDEX

DWG NO. SHEET NO. DESCRIPTION

GENERAL

G1 1 VICINITY MAP & DRAWING INDEX
G2 2 ABBREVIATIONS, GENERAL NOTES, & LEGEND

STANDARD DETAILS

C1 3 STANDARD DETAILS
C2 4 STANDARD DETAILS
C3 5 STANDARD DETAILS
C4 6 STANDARD DETAILS

CIVIL

C100 7 ALDER STREET WATER LINE PLAN & PROFILE (ADD. ALTERNATE)
C101 8 SPRUCE DRIVE WATER LINE PLAN & PROFILE

ALDER ST & SPRUCE DR WATER LINE PROJECT
CITY OF BROOKINGS

GENERAL
VICINITY MAP & DRAWING INDEX

PROJECT NO.
145.71

DRAWING NO.
G1

DATE
JULY 2017

SHEET NO.
1 OF 8

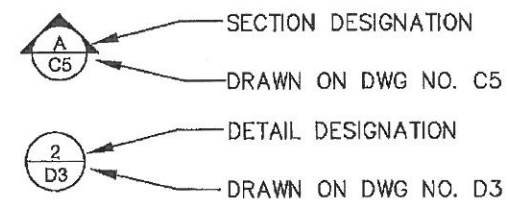
PLOT DATE July 7, 2017

\\dye2\h\dyer-part\A\Projects\45 Brookings\45 Brookings DR WL Rplcmts\DWG\45.71 Alder ST & Spruce DR WL Rplcmts\DWG\45.71 General.dwg 7/5/2017 4:32:36 PM

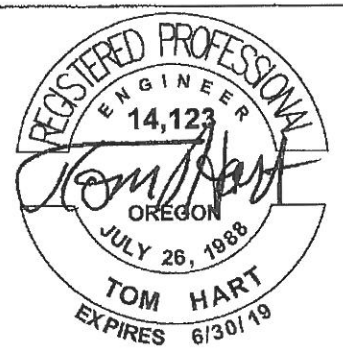
ABBREVIATIONS

A	AIR	LAT	LATERAL
AB	ANCHOR BOLT	L	LENGTH
AC	ASPHALTIC CONCRETE	LF	LINEAR FEET
AGG	AGGREGATE	LT	LEFT
APPROX	APPROXIMATE		
BKFL	BACKFILL	MATL	MATERIAL
BLDG	BUILDING	MAX	MAXIMUM
BM	BENCH MARK	MH	MANHOLE
		MIN	MINIMUM
		MJ	MECHANICAL JOINT
C	CONDUIT	NTS	NOT TO SCALE
CB	CATCH BASIN	NIC	NOT IN CONTRACT
CI	CAST IRON		
CMP	CORRUGATED METAL PIPE	OC	ON CENTER
CNTRL	CONTROL	OD	OUTSIDE DIAMETER
CO	CLEAN OUT	OF	OVERFLOW
CONC	CONCRETE	P/P	POWER POLE/UTILITY POLE
CONN	CONNECTION	PRESS.	PRESSURE
CONST	CONSTRUCTION	PSI	POUNDS PER SQUARE FOOT
CONT	CONTINUOUS	PVC	POUNDS PER SQUARE INCH
CP	CONTROL POINT	PVMT	POLYVINYL CHLORIDE PAVEMENT
CPLG	COUPLING		
CTR	CENTER		
CUL	CULVERT		
		R	RADIUS
D	DRAIN	REQ'D	REQUIRED
DET	DETAIL	ROW	RIGHT OF WAY
DIA	DIAMETER	RT	RIGHT
DIM	DIMENSION		
DIP	DUCTILE IRON PIPE	SCH	SCHEDULE
DWG	DRAWING	SD	STORM DRAIN
		SEC	SECTION
EA	EACH	SPEC	SPECIFICATIONS
EL/ELEV	ELEVATION	SQ	SQUARE
ELB	ELBOW	SS	SANITARY SEWER
EOP	EDGE OF PAVEMENT	STA	STATION
EW	EACH WAY	STD	STANDARD
EXIST'G	EXISTING	STL	STEEL
EXT	EXTERIOR	SOG	SLAB-ON-GRADE
		SVC	SERVICE
FG	FINISH GRADE		
FH	FIRE HYDRANT	TOW	TOP OF WALL
FL	FLOWLINE	TYP	TYPICAL
FLG	FLANGED		
FM	FORCE MAIN	VAR	VARIES
FOC	FACE OF CURB	W	WATER LINE
FT	FEET	W/	WITH
		W/O	WITHOUT
GND	GROUND (ELEC)	YD	YARD
GPD,H,M	GALLONS PER DAY, HOUR, MINUTE		
HORIZ	HORIZONTAL	(W)	WEST
HT	HEIGHT	(E)	EAST
		(N)	NORTH
		(S)	SOUTH
IE	INVERT ELEVATION		
ISC	INTERIOR GROUT SERVICE CONN.		
INT	INTERIOR		
INV	INVERT	Ø	DIAMETER

REFERENCE SYMBOLS



UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



GENERAL NOTES

1. VERTICAL DATUM BASED ON A MONUMENT IDENTIFIED BENCHMARK MARKED "R635" LOCATED AT THE SOUTHWEST END OF THE HIGHWAY 101 BRIDGE OVER THE CHETCO RIVER, (EL. = 91.66' - 1988 NAVD)
2. THE EXISTING UTILITY CROSSINGS OF THE PIPELINES ARE SHOWN ACCORDING TO THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL THE UTILITY CROSSINGS ALONG THE LENGTH OF THE PIPELINES AS SPECIFIED. NO GUARANTEE IS MADE THAT ALL THE EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING AND PROTECT ALL EXISTING UTILITIES FROM DAMAGE DUE TO HIS OPERATIONS. THE CONTRACTOR SHALL CONTACT 'ONE-CALL' AT 1-800-332-2344 FOR UTILITY LOCATES.
3. THESE DRAWINGS SHALL BE COORDINATED AND USED IN CONJUNCTION WITH THE TECHNICAL SPECIFICATION AND THE APPROVED SUBMITTALS.
4. THE OVERHEAD ELECTRICAL DISTRIBUTION SYSTEMS AND INDIVIDUAL SERVICE LINES ARE NOT SPECIFICALLY INDICATED ON THE DRAWINGS BUT DO EXIST ALONG THE PIPELINE ROUTES. THE CONTRACTOR SHALL EXERCISE CAUTION WHILE WORKING NEAR, OR UNDER, ALL ELECTRICAL LINES.
5. THE PIPELINE PLANS HAVE BEEN MARKED TO INDICATE BACKFILL CLASSES. SEE THE TECHNICAL SPECIFICATION FOR MATERIAL REQUIREMENTS.
6. OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR - 852-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-232-1987.)
7. WHEN NO RECORD WAS AVAILABLE TO INDICATE THE ELEVATION OF AN EXISTING UTILITY A MINIMUM COVER OF 30 INCHES WAS ASSUMED. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN EXCAVATING FOR THESE ESTIMATED UTILITY LOCATIONS WHICH ARE INDICATED ON THE PROFILE DRAWINGS. IN THE EVENT THAT CONFLICTS ARISE, THE CONTRACTOR SHALL BE REQUIRED TO ADJUST GRADES AND/OR ALIGNMENT AS NEEDED TO CLEAR THESE UTILITIES, UNLESS DIRECTED OTHERWISE BY ENGINEER. THE CONTRACTOR WILL NOT BE ALLOWED ADDITIONAL COSTS OR TIME FOR THESE CONFLICTS.
8. UNDERGROUND TV CABLE, TELEPHONE AND ELECTRIC POWER EXIST AT LOCATIONS THROUGHOUT THE PROJECT. MANY PORTIONS ARE SHOWN ON THE PLANS. THE UTILITY COMPANIES HAVE INDICATED THAT LOCATES WILL BE PROVIDED AT THE TIME OF ACTUAL CONSTRUCTION.

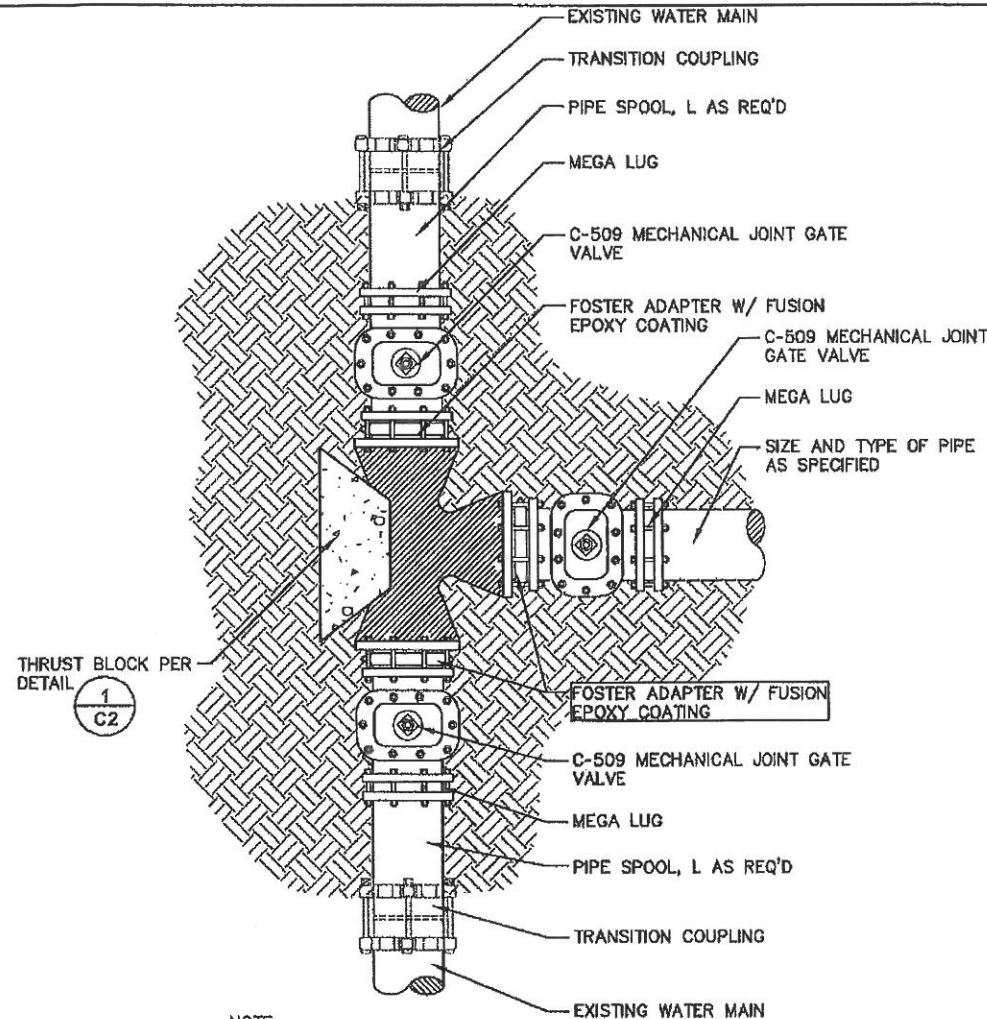
LEGEND

EXISTING	
	GRAVITY SEWERLINE
	STORM DRAIN/ CULVERT
	WATERLINE
	WATER VALVE
	FIRE HYDRANT
	POWER POLE
	POWER POLE W/GUY WIRE
	UNDERGROUND TELEPHONE LINE
	ELECTRICAL PEDESTAL
	TELEPHONE PEDESTAL
	UNDERGROUND ELECTRIC
	UNDERGROUND TELEVISION
	MAILBOX
	WATER METER
	EDGE A.C. PAVEMENT
	EDGE OF GRAVEL
	STREET SIGN
	WIRE FENCE
	WOOD FENCE
	CHAIN LINK FENCE
	SURVEY CONTROL POINT
	PROPERTY CORNER
	PROPERTY LINE/ROW
	SIDEWALK, CURB & GUTTER
	CATCH BASIN
	STORM DRAIN MANHOLE = DR
	SANITARY SEWER MANHOLE = SS
	SANITARY SEWER CLEANOUT
	STREAM/DITCH
	BRUSH
NEW	
	WATER VALVE
	WATER MAIN
	WATER SERVICE CONNECTION

DESIGNED: TAH	DRAWN: SDL	REVISIONS REVISED DESCRIPTION SUBMIT APPR'D DATE	THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1330 TEAKWOOD AVENUE ODDS BAY, OREGON 97420 TELEPHONE: (541) 269-0732 www.dyerpart.com	ALDER ST & SPRUCE DR WATERLINE REPLACEMENT PROJECT CITY OF BROOKINGS	PROJECT NO. 145.71	DRAWING NO. G2
APPROVED BY: DATE:					DATE JULY 2017	SHEET NO. 2 OF 8

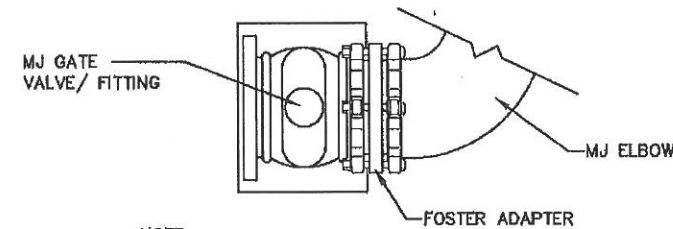
LINE IS 1 INCH
AT FULL SCALE
IF NOT 1-INCH - 66' ACCORDINGLY

PROJECT NO. 145.71	DRAWING NO. C1
DATE JULY 2017	SHEET NO. 3 OF 8



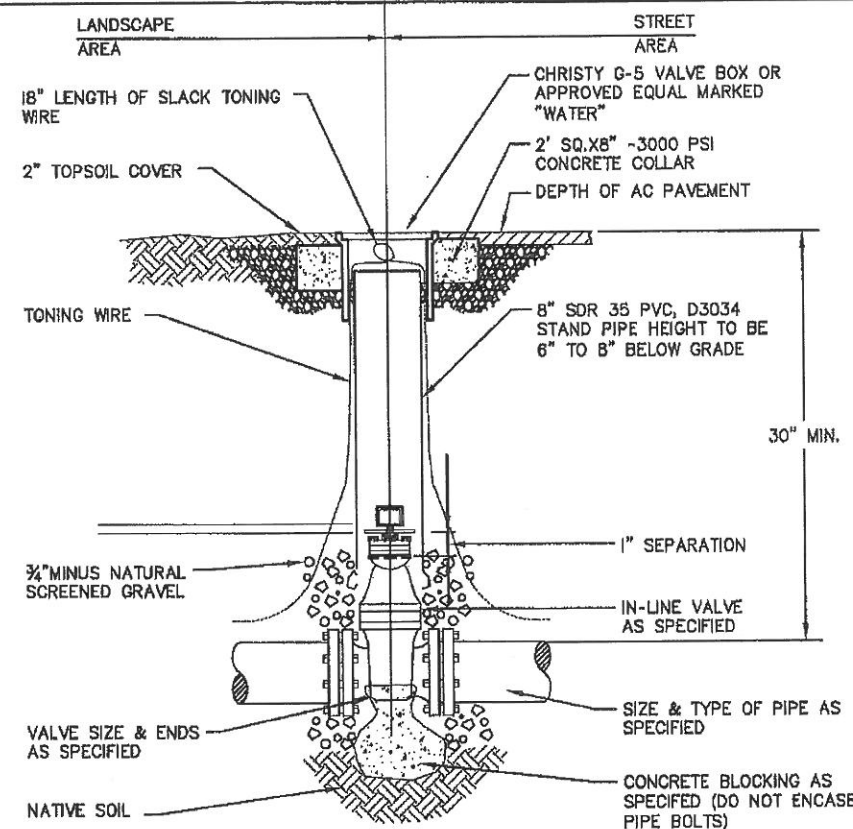
NOTE:
1) CUT-IN-TEE SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY, REFER TO INDIVIDUAL CONNECTION DETAILS WITHIN WATERLINE PLANS.

CUT-IN TEE & GATE VALVE DETAIL 1/C2
NOT TO SCALE



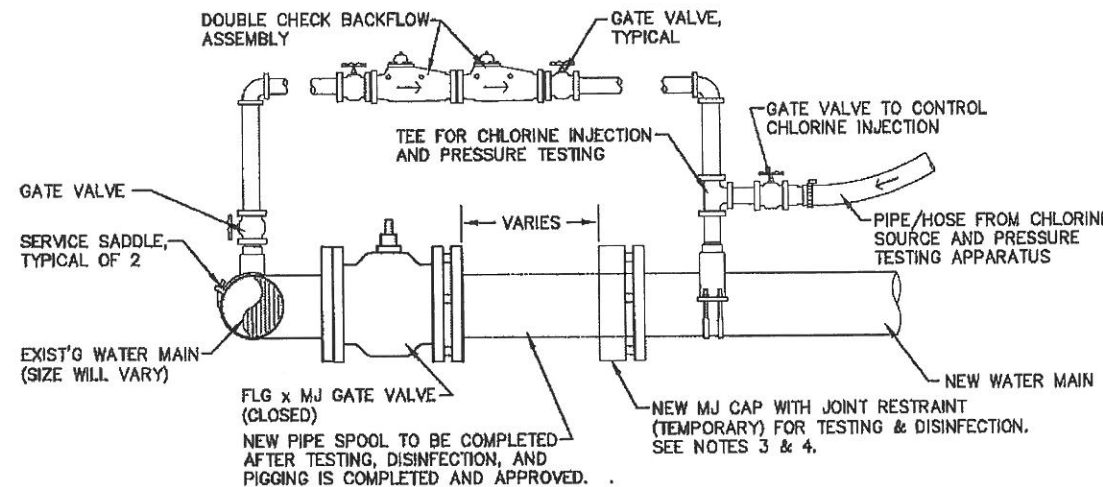
NOTE:
1) FOSTER ADAPTER DETAIL IS FOR ILLUSTRATIVE PURPOSES ONLY. FOSTER ADAPTER SHALL BE USED TO CONNECT MJ FITTINGS, VALVES AND APPURTENANCES AS SHOWN WITHIN WATERLINE PLANS.

FOSTER ADAPTER DETAIL 4/C2
NOT TO SCALE



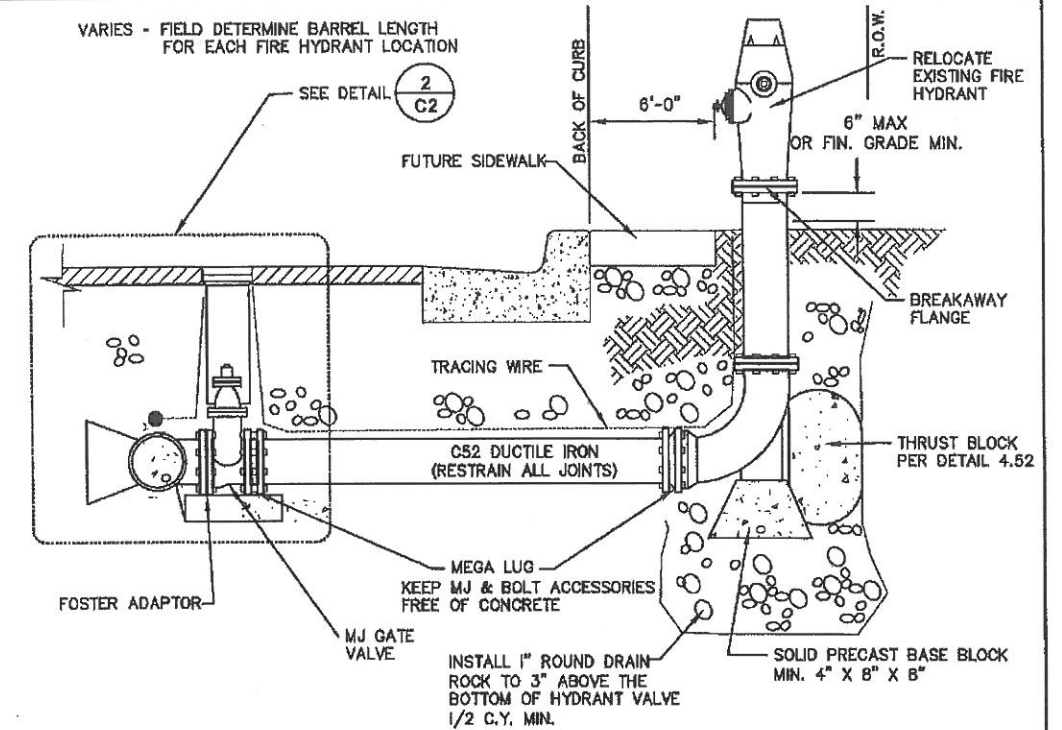
NOTES:
1) VALVE STEM EXTENSION NECESSARY IF GRADE TO TOP OF VALVE NUT IS GREATER THAN 3'-0".
2) BLUE CARSONITE STAKE REQUIRED WHEN VALVE IS OUTSIDE CITY RIGHT OF WAY IN VEGETATED AREA'S.

VALVE BOX DETAIL 2/C2
NOT TO SCALE



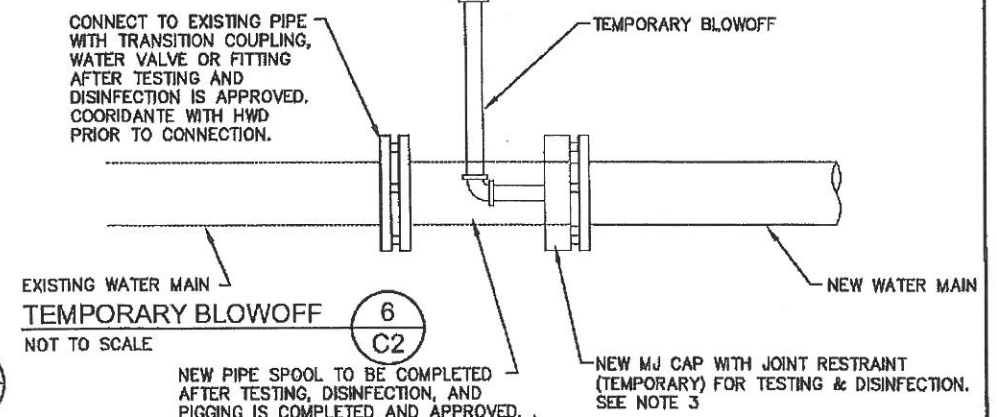
TEMPORARY PIGGING, TESTING, AND DISINFECTION ASSEMBLY 5/C2
NOT TO SCALE

NOTES:
1. SIZE OF DISINFECTION ASSEMBLY COMPONENTS MAY VARY. VALVES, BACKFLOW ASSEMBLY AND OTHER REQUIRED COMPONENTS TO BE MINIMUM 1" DIAMETER.
2. SEQUENCE WORK SO AS TO AVOID BACKFLOW CONDITIONS INTO THE EXISTING WATER MAIN.
3. ALL FITTINGS TO BE RESTRAINED WITH MEGA-LUG RESTRAINT SYSTEM.
4. REPLACE MJ CAP WITH COMPRESSION COUPLING AFTER WATERLINE HAS BEEN APPROVED BY ENGINEER.
5. SWAB COUPLING AND NEW PIPE SPOOL WITH CHLORINE SOLUTION PRIOR TO INSTALLATION.



NOTES:
1) RETAINER GLANDS ARE REQUIRED FOR ALL MECHANICAL JOINT FITTINGS, "MEGA LUG"
2) THERE SHALL BE A MINIMUM OF 36" HORIZONTAL CLEARANCE AROUND HYDRANT.
3) FIRE HYDRANTS SHALL BE PLACED TO PROVIDE A MINIMUM OF 5' CLEARANCE FROM DRIVEWAYS, POLES, AND OTHER OBSTRUCTIONS.
4) WHEN PLACED ADJACENT TO CURB, HYDRANT PORT SHALL BE 24" FROM FACE OF CURB & MAINTAIN ADA SIDE WALK WIDTHS.
5) CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED AS PER THRUST BLOCK STANDARD DETAIL 1/C1 DO NOT BLOCK DRAIN HOLES & COVER MJ GLANDS & ACCESSORIES.
6) EXTENSIONS REQUIRED FOR HYDRANT SYSTEMS SHALL BE INSTALLED TO THE MANUFACTURER'S SPECIFICATIONS.
7) HYDRANT PUMPER PORT SHALL FACE DIRECTION OF ACCESS.
8) INSTALL BOLLARDS (DETAIL 5.18) WHERE NEEDED TO PROTECT FROM COLLISION

FIRE HYDRANT ASSEMBLY 3/C2
NOT TO SCALE



NOTES:
1. SEQUENCE WORK SO AS TO AVOID BACKFLOW CONDITIONS INTO THE EXISTING WATER MAIN.
2. ALL FITTINGS TO BE RESTRAINED WITH MEGA-LUG RESTRAINT SYSTEM.
3. REPLACE END CAP WITH COMPRESSION COUPLING AFTER WATERLINE HAS BEEN APPROVED BY THE DISTRICT ENGINEER. SWAB COUPLING AND NEW PIPE SPOOL WITH CHLORINE SOLUTION PRIOR TO INSTALLATION.

TEMPORARY BLOWOFF 6/C2
NOT TO SCALE



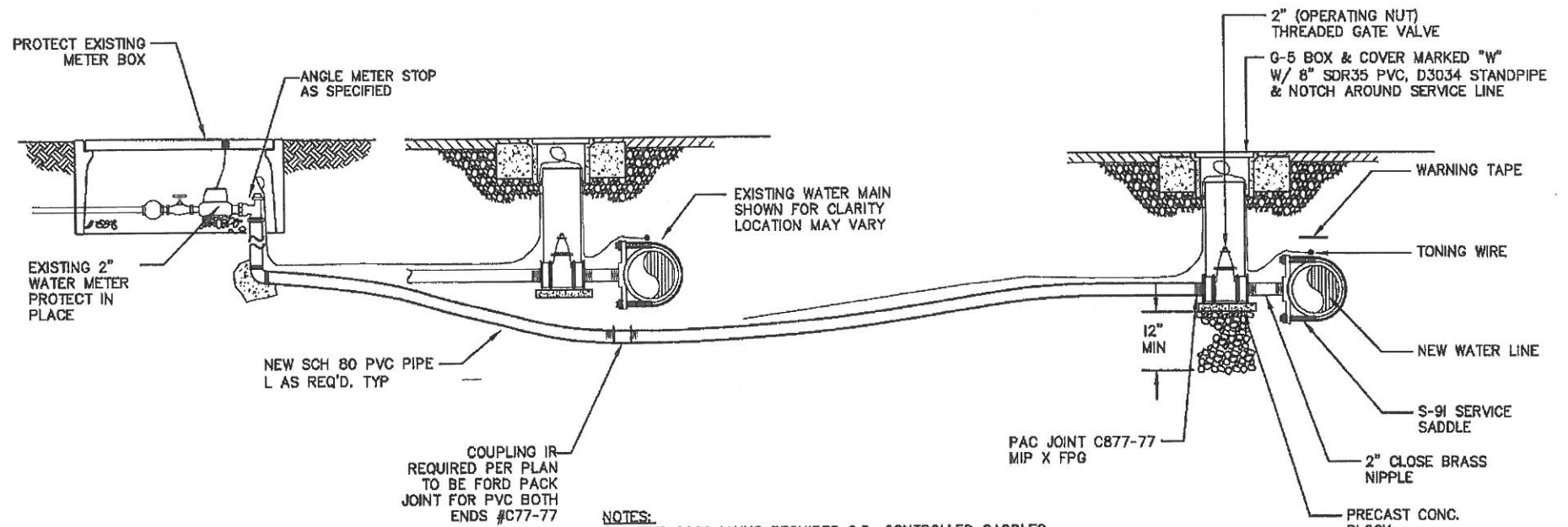
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TAH	SDL	REVISED	DESCRIPTION	SUBMIT.	APPR'D. DATE
APPROVED BY:					
DATE:					

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 TEAKWOOD AVENUE
COOS BAY, OREGON 97420
TELEPHONE: (541) 268-0732
www.dyerpart.com

LINE IS 1 INCH
AT FULL SCALE
IF NOT 1-INCH, SCALE ACCORDINGLY

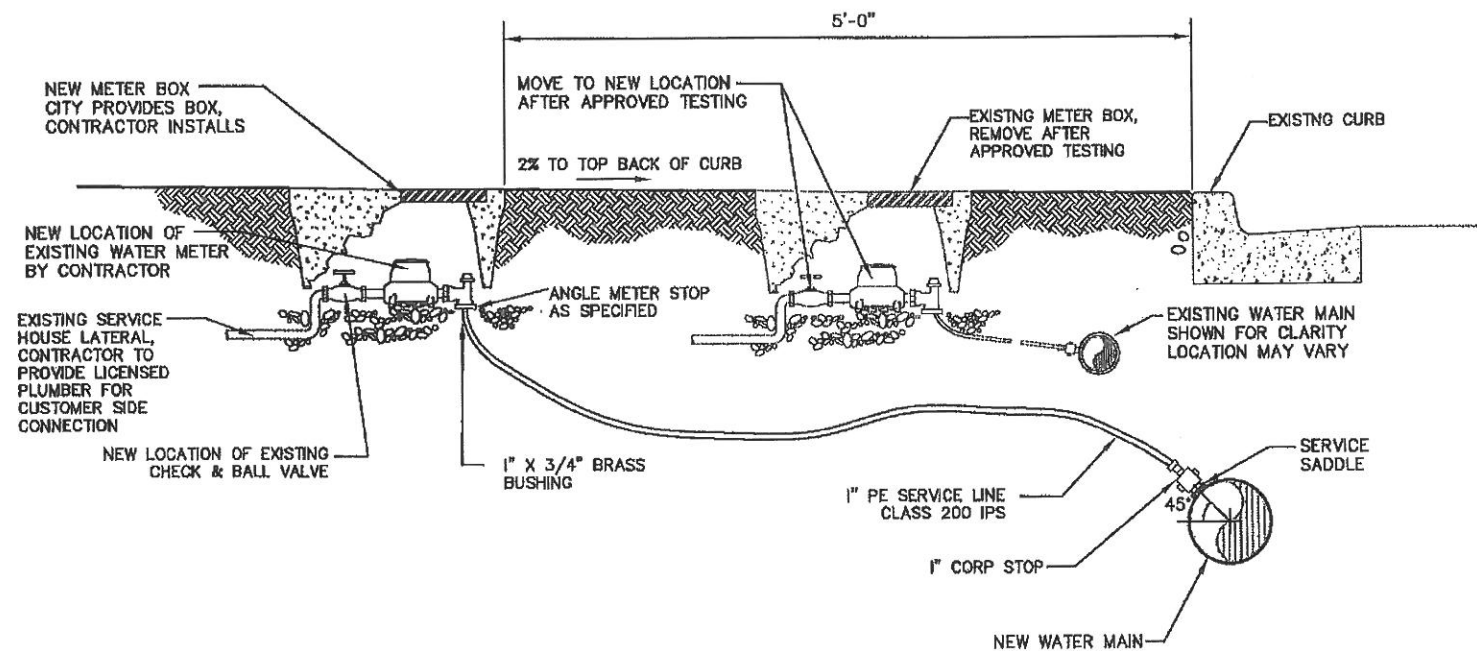
ALDER ST & SPRUCE DR WATER LINE PROJECT
CITY OF BROOKINGS
STANDARD DETAILS

PROJECT NO.	DRAWING NO.
145.71	C2
DATE	SHEET NO.
JULY 2017	4 OF 8



- NOTES:
- 1) PVC-C900 MAINS REQUIRES O.D. CONTROLLED SADDLES.
 - 2) USE FORD PACK JOINT COUPLINGS MALE I.P. X PVC COMPRESSION AT TAPPING VALVE PVC 90° BEND & ANGLE METER STOP. (NO PVC MALE OR FEMALE ADAPTERS)
 - 3) NO. 12 AWG TONING WIRE SOLID COPPER WITH BLUE INSULATION.

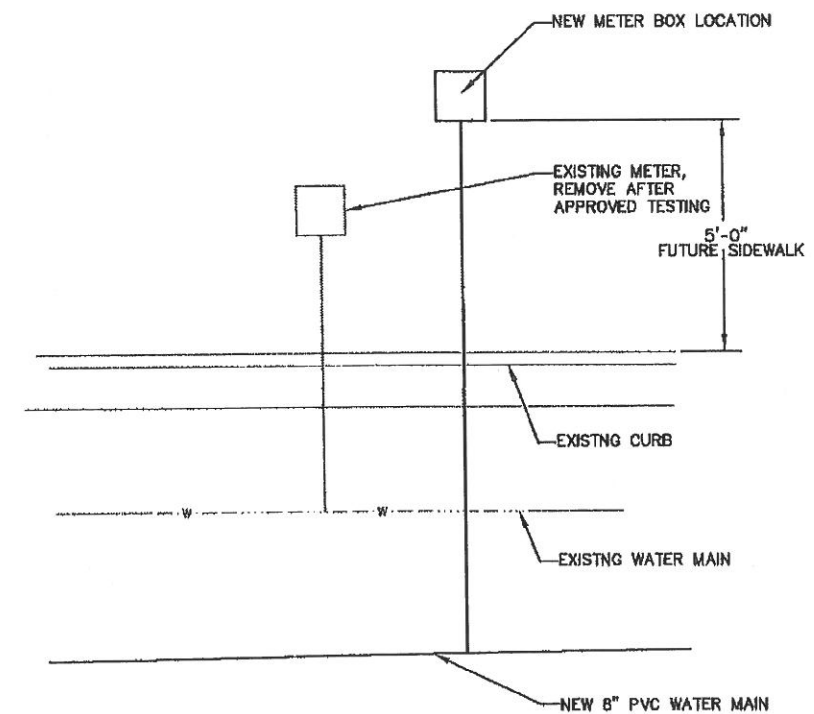
2" WATER SERVICE (2) C3
NOT TO SCALE



- NOTES:
- 1) PVC-C900 MAINS REQUIRES O.D. CONTROLLED SADDLES.
 - 2) USE FORD PACK JOINT COUPLINGS MALE I.P. X PE COMPRESSION AT TAPPING VALVE, AND AT CONNECTION TO ANGLE METER STOP. (NO PVC MALE OR FEMALE ADAPTERS)
 - 3) NO. 12 AWG TONING WIRE SOLID COPPER WITH BLUE INSULATION.
 - 4) P.E. SERVICE TO BE TAPPED 90° OFF OF MAINLINE EITHER 3 OR 9 O'CLOCK POSITION UNLESS APPROVED BY CITY.
 - 5) WHEN INSTALLING 3/4" METER USE FORD A24 METER BUSHING FOR 1" ANGLE METER STOP. MAY INSTALL WYE BRANCH FOR 5/8" X 3/4" METERS UPON CITY APPROVAL.

SECTION

1" WATER SERVICE (1) C3
NOT TO SCALE



PLAN



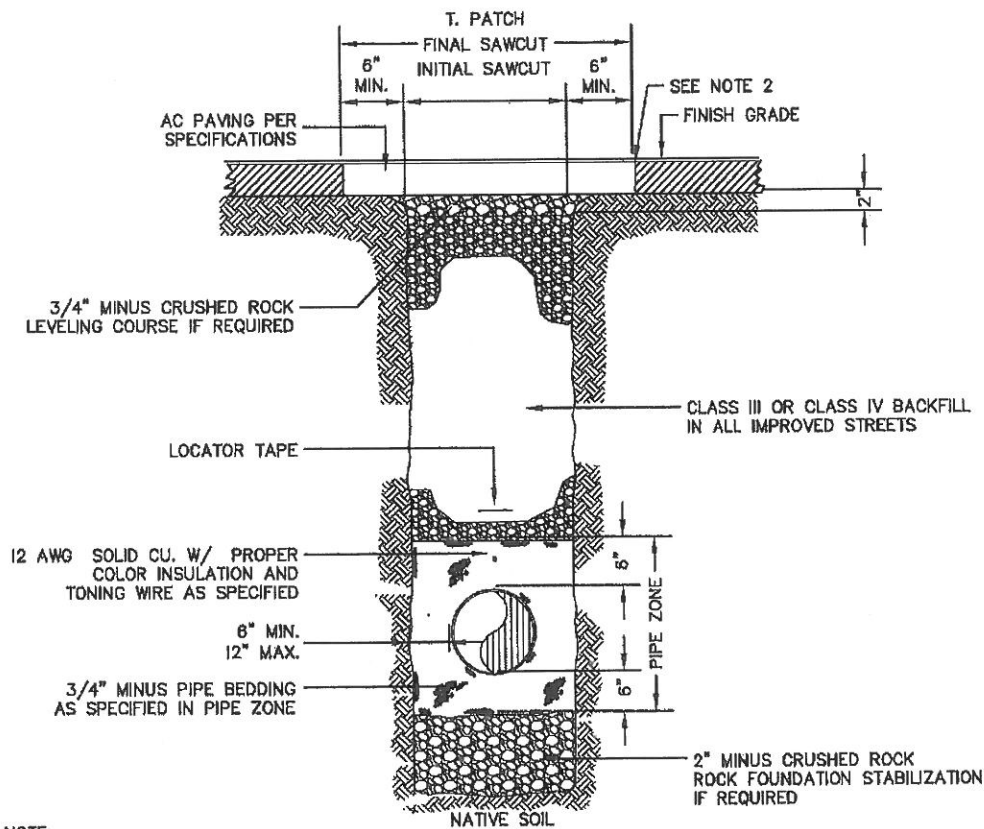
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TAH	SDL	REVISED	DESCRIPTION	SUBMIT / APPRO'D	DATE
APPROVED BY:					
DATE:					

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 TEAKWOOD AVENUE
COOS BAY, OREGON 97420
TELEPHONE: (541) 269-0732
www.dyerpart.com

LINE IS 1/8" INCH
AT FULL SCALE
IF NOT 1/8" INCH - 68 ACCORDINGLY

ALDER ST & SPRUCE DR WATER LINE PROJECT
CITY OF BROOKINGS
STANDARD DETAILS


PROJECT NO.	DRAWING NO.
145.71	C3
DATE	SHEET NO.
JULY 2017	5 OF 8



- NOTE:
- 1) TRENCH LINES LOCATED OUTSIDE OF IMPROVED (PAVED) ROADWAY WILL BACKFILL WITH NATIVE MATERIAL TO MATCH EXISTING GRADE
 - 2) WIDEN FINAL SAWCUT TO LIP OF EXISTING CURB & GUTTER WHERE NEW WATER LINE ALIGNMENT IS PARALLEL.

TYPICAL TRENCH SECTION 1
C4
NOT TO SCALE



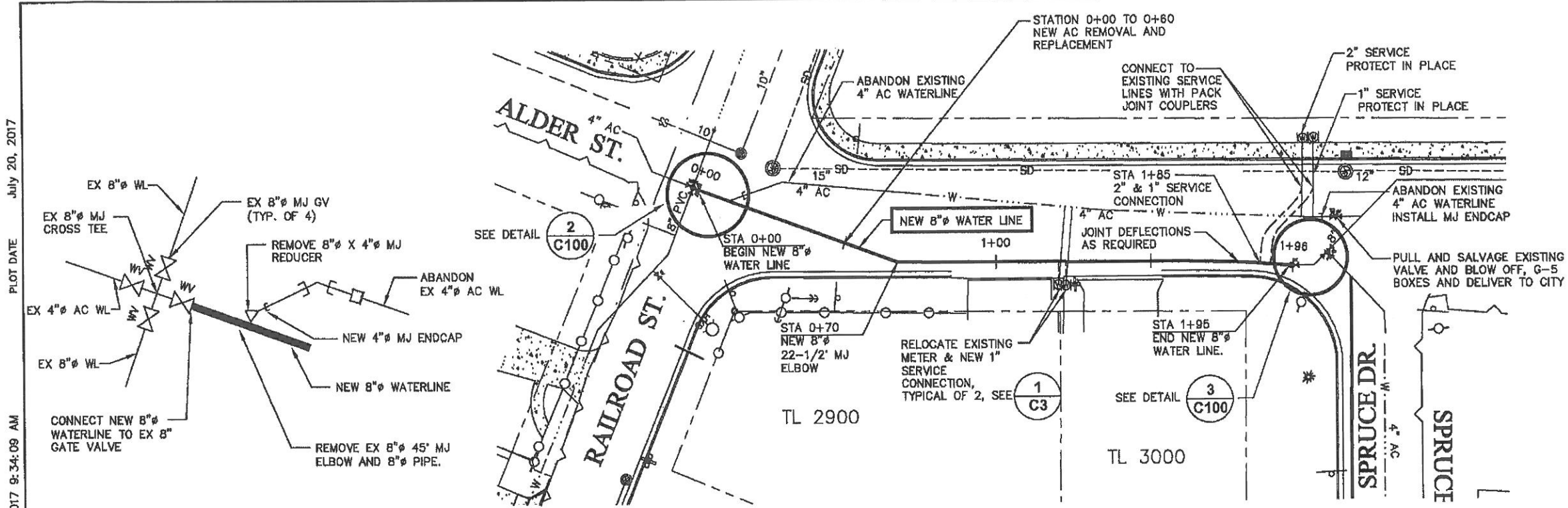
DESIGNED:		DRAWN:		REVISIONS					 <div>THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1330 TEAKWOOD AVENUE COOS BAY, OREGON 97420 TELEPHONE: (541) 268-0732 www.dyerpart.com</div>
TAH		SDL		REVISED	DESCRIPTION	SUBMIT.	APPR'D.	DATE	
APPROVED BY:									<div>LINE IS 1 INCH AT FULL SCALE</div> <div>IF NOT 1-INCH - SCALE ACCORDINGLY</div>
DATE:									

ALDER ST & SPRUCE DR WATER LINE PROJECT
CITY OF BROOKINGS
STANDARD DETAILS

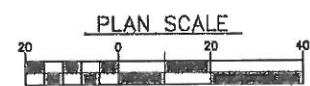
PROJECT NO. 145.71	DRAWING NO. C4
DATE JULY 2017	SHEET NO. 6 OF 8

PLOT DATE
JULY 20, 2017

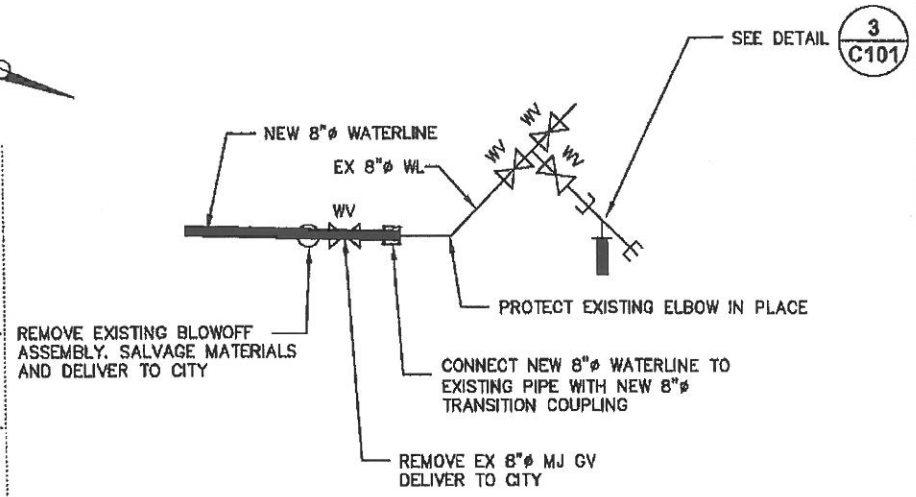
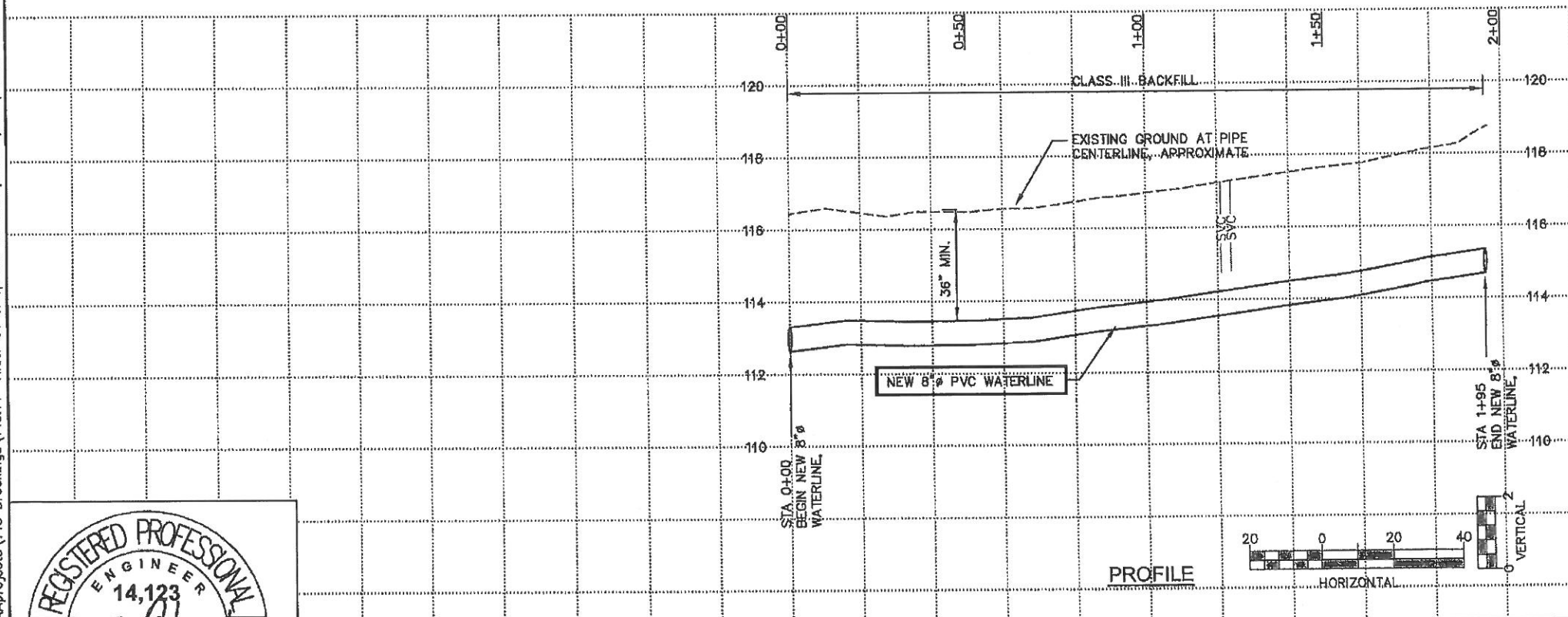
7/20/2017 9:34:09 AM Alder ST & Spruce DR WL Rpt\alts\DWG\145.71 Water - M.dwg, 7/20/2017 9:34:09 AM



ALDER ST SOUTH CONNECTION DETAIL 2
NOT TO SCALE C100



PLAN VIEW - STA. 0+00 TO STA. 1+95 1
C100



ALDER ST NORTH CONNECTION DETAIL 3
NOT TO SCALE C100

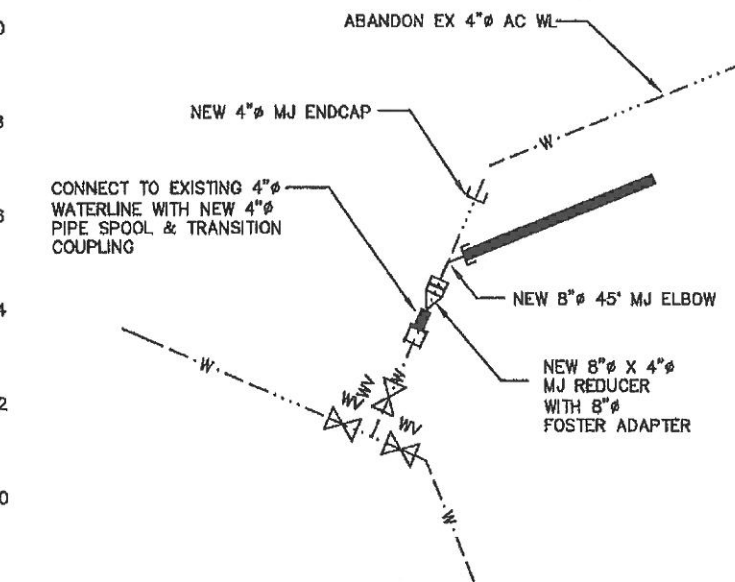


DESIGNED:		DRAWN:		REVISIONS			
TAH		SDL		REVISED	DESCRIPTION	SUBMIT	APPROD. DATE
APPROVED BY:		DATE:					

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 TEAKWOOD AVENUE
COOS BAY, OREGON 97420
TELEPHONE: (541) 289-0732
www.dyerpart.com

LINE IS 1 INCH
AT FULL SCALE
IF NOT 1 INCH - SCALE ACCORDINGLY

ALDER ST & SPRUCE DR WATER LINE PROJECT CITY OF BROOKINGS				PROJECT NO.	DRAWING NO.
ALDER STREET WATER LINE PLAN & PROFILE (ADD. ALTERNATE) STA 0+00 TO STA 1+95				145.71	C100
				DATE	SHEET NO.
				JULY 2017	7 OF 8



ALDER ST & SPRUCE DR CONNECTION DETAIL

NOT TO SCALE

3
C101

[illegible]

D THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
1330 TEAKWOOD AVENUE
GDOOS BAY, OREGON 97420
TELEPHONE: (541) 269-0732
www.dyerpart.com

LINE IS 1 INCH
AT FULL SCALE

IF NOT 1-INCH-SCALE ACCORDINGLY

**ALDER ST & SPRUCE DR WATER LINE PROJECT
CITY OF BROOKINGS**

**SPRUCE DRIVE WATER LINE PLAN AND PROFILE
STA 0+00 TO STA 3+75**

PROJECT NO. 145.71	DRAWING NO. C101
DATE APRIL 2016	SHEET NO. 8 OF 8

TABULATION OF BIDS

Alder ST & Spruce ST Water Line Project
City of Brookings
Project No. 145.71

Date: August 3, 2017
Bids Received: 2:00 p.m.
Partnership Engineers & Planners, Inc.

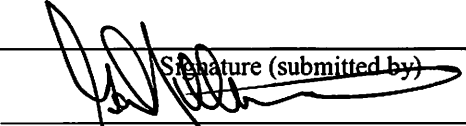
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CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval


Subject: Seismic Rehabilitation Grant Agreement

Recommended Motion:

Motion to authorize the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract with the Oregon Infrastructure Finance Authority with the understanding that construction will not proceed until fiscal 2018-19.

Financial Impact:

\$209,672 in General Fund or Urban Renewal Fund expenditures in fiscal 2018-19 and 2019-20.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City has received a grant award of \$1,287,988 for the seismic rehabilitation of the Police and Fire Station wings of the City Hall complex. A local match of \$209,672 is required. The total project cost is estimated at \$1,497,660.

The project must be completed by September 30, 2019.

The City did not budget for the match in the current fiscal year (2017-18) as grant decisions had not been made at time of budget preparation. The Public Works and Development Services Department believes the project could be constructed in fiscal 2018-19 and 2019-20 and still meet the September 30, 2019 completion date (this would be a period of 15 months). Grant funds will pay the total amount of the architectural and engineering fees, estimated at \$164,500. Thus, staff is recommending approval of the Grant Agreement and proceeding with architectural and engineering work in the current fiscal year, with construction to follow over the next two fiscal years. This means that local match funding would need to be provided in fiscal 2018-19 and fiscal 2019-20.

Among the projects listed in the Urban Renewal Plan are "Relocate City Hall" and "Preservation and Rehabilitation." The Urban Renewal Agency's current debt is scheduled to be paid-off in fiscal 2020, making some \$450,000 annually available for other Urban Renewal Projects. The Urban Renewal Agency has already committed \$93,000 of this amount for debt service on the Railroad Street project.

The Seismic Rehabilitation Grant provides funding to reinforce the Public Safety (Fire and Police) portions of the City Hall against seismic forces expected during an earthquake. The following work items are included:

- Blocking, clipping and nailing connections along the top of concrete block walls to establish an adequate connection between the top of the wall and the roof diaphragm. Install connection hardware to strengthen the connection between the roof diaphragms and shear walls
- A new layer of plywood over the existing straight sheathing to provide a seismic resistant roof diaphragm. The roofing will be removed over the entire building to allow attachment of the roof sheathing to blocking along the top of the shear walls. At locations of full height masonry walls, the walls will be properly attached to the roof diaphragm using through bolts, washers, and connection hardware. The existing lower roof diaphragms will be attached to the shear walls utilizing a continuous angle ledger to transfer in-plane loading into the walls. The angle ledger will be attached to the concrete block walls using through bolts and plate washers. The angle will also provide support for the concrete block walls for out-of-plane loading
- Blocking and in-plane shear transfer connections will be added to transfer in-plane loading into the shear walls. New shear panel frames or full height blocking between joists to transfer the in-plane seismic force into the shear walls from the roof diaphragm.
- Reinforce the fire tower with the new secondary steel posts and spandrel beams.
- Provide additional attachments and bracing for all non-structural components and equipment. All piping and heating ventilation & air conditioning (HVAC) equipment found throughout the building will be braced and attached to the structure to limit potential damage.
- All piping found within the building that is greater than 12" from a structural component will be attached and braced. Mechanical equipment weighing over 20 pounds shall be attached to a structural component and braced

The City Hall portion of the structure, including the City Council Chambers, is not eligible for use of the funds.

Attachment(s):

- a. Grant Contract
- b. Diagram listing deficiencies and rehabilitation recommendations.

**SEISMIC REHABILITATION GRANT PROGRAM
GRANT CONTRACT**

Project Name: Police and Fire Rescue

Project Number: EM17002

This grant contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Brookings ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A: General Definitions

Exhibit B: Project Description

Exhibit C: Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$1,497,660.

"Grant Amount" means \$1,287,988.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 30 September 2019.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount. This Grant is made from the net proceeds from the sale of the Bonds.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient within 60 days of Recipient's receipt of this Contract document.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the Project and the execution, delivery and performance of this Contract.
 - (3) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant (and any interest earned by Recipient on the Grant) only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not transfer Grant proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Federal Tax Law Limits. Expenditures submitted for reimbursement under this Agreement are limited to expenditures for the Project that qualify as capital expenditures for federal income tax purposes.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is an eligible applicant under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly authorized and executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) Seismic Rehabilitation Grant Program rules found in Oregon Administrative Rules chapter 123, division 51.
 - (3) State labor standards and wage rates as required by ORS chapter 279C.
- C. Project Obligations. The Recipient shall:
- (1) Provide financial status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each quarter. Reports must be in a format provided by OBDD and completed in a manner determined acceptable by OBDD.
 - (2) Provide performance/progress status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each quarter. Reports must be in a format provided by OBDD and completed in a manner determined acceptable by OBDD.
 - (3) Provide final financial status and performance/progress status reports to OBDD about completion of the Project, due no later than the Project Closeout Deadline. The final reports must include totals of all Project expenditures; Recipient's certification that the Project is complete and all payments have been made; and a copy of a certificate of substantial completion or occupancy; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion. Reports must be in a format provided by OBDD and completed in a manner determined acceptable by OBDD.
 - (4) Complete the Project according to the Project Description in Exhibit B and the Project Budget in Exhibit C, unless otherwise allowed in writing in advance by OBDD.
 - (5) Complete the Project, including any cost overruns, using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided by OBDD through this Contract.
 - (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (7) Permit OBDD to conduct field engineering and inspection of the Project at any time.
 - (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions

insurance, and performing testing and inspections during construction. Recipient shall cause the work on the Project to be done so that at completion of the Project the Project's seismic safety performance level will be at immediate occupancy as defined in OAR 123-051-0200(12).

- E. Use of Project. Until ten years after the Project Completion Date, the Project must be used for its existing purposes. In the case of sale, lease, exchange, abandonment, transfer or other disposition of any substantial portion of or interest in the Project to another party, Recipient shall include, in any contract or instrument that transfers interest in the Project, language in form and substance satisfactory to OBDD, that requires such continued use.
- F. Operation and Maintenance of the Project. Until ten years after the Project Completion Date, Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- G. Insurance, Damage. Until ten years after the Project Completion Date, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- H. Sales, Leases and Encumbrances. Until ten years after the Project Completion Date, unless specifically described in Exhibit B, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any State Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- I. Condemnation Proceeds. Until ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.

- J. Financial Records. The Recipient shall keep accurate books and records for the use of the Grant, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.
- K. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- L. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract or the Project for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- M. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- N. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity; Release. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State, OBDD, the Grant Selection Committee and their officers, employees, members and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

Further, Recipient hereby releases the State, OBDD, the Grant Selection Committee and their officers, employees, members and agents from and against any and all claims of liability for providing funding for seismic rehabilitation that Recipient may have, including but not limited to any claims for costs, expenses, and attorneys’ fees incurred by Recipient.

- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting,

assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Grant if it finds that the federal tax exemption of the Bonds cannot be assured.
- (2) The Recipient shall not directly or indirectly use or permit the use of any of the Grant or any other funds, or take any action or omit to take any action, which would cause any Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.
- (3) The Recipient shall not cause any Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (4) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of the Grant, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Bonds.
- (5) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Bonds, the covenants contained in this subsection will survive the payment of the Bonds, and the interest thereon, including the application of any unexpended Grant proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Bonds from gross income for federal income tax purposes.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of the Grant under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- If, as a result of Recipient's default, OBDD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, such amount is due and payable upon demand. OBDD may deduct the amount demanded from any payment due from OBDD or any other agency of the State of Oregon to Recipient, including but not limited to, any payment to Recipient from OBDD under this Agreement and any payment to Recipient from OBDD under any other contract or agreement, present or future, between OBDD or any other agency of the State of Oregon and Recipient.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) The Recipient hereby approves and consents to any assignment or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: Public Works & Development Services Director
City of Brookings
898 Elk Dr
Brookings OR 97415-9648

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department



CITY OF BROOKINGS

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Paul Stevens
Public Works & Development Services Director

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Elott as per group legal sufficiency approval dated 5 June 2017

David Elott, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 401.910, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 21 April 2017.

“Bonds” means the bonds issued pursuant to Article XI-M and Article XI-N of the Oregon Constitution for seismic rehabilitation.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall design and construct a seismic rehabilitation project for its Police and Fire Rescue building to bring the building to immediate occupancy standards, including all structural and non-structural deficiencies described in the engineering assessment submitted as part of its application.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Architectural / Engineering	\$164,500	\$0
Construction Management	36,800	0
Construction	1,066,688	209,672
Relocation	20,000	0
Total	\$1,287,988	\$209,672

FIRE AND POL
898 ELK DR
BROOKINGS, OR 97415

898 ELK DR
BROOKINGS, OR 97415



1
S0.0

FRONT ELEVATION

NTS



2 SITE LAYOUT
S0.0 NTS

PROJECT TEAM

OWNER

LAURALEE SNOOK
CITY OF BROOKINGS
898 ELK DRIVE.
BROOKINGS, OR 97415
(541) 469-2163

STRUCTURAL ENGINEER

RUSSELL C. CARTER, PE SE
ZCS ENGINEERING, Inc.
900 KLAMATH AVE.
KLAMATH FALLS, OR 97601
(541) 884-7421

SHEET INDEX

S0.0 COVER SHEET

- | | |
|------|-------------------|
| S0.1 | FLOOR PLAN |
| S0.2 | EXTERIOR PHOTOS |
| S0.3 | INTERIOR PHOTOS |
| S1.1 | ROOF FRAMING PLAN |
| S1.2 | WALL SECTIONS |

PROJECT NARRATIVE

INTENT OF THESE DRAWINGS IS TO ILLUSTRATE THE LEVEL OF UNDERSTANDING THE APPLICANT HAS WITH REGARDS TO THE EFFORT THAT WILL BE REQUIRED TO SEISMICALLY REHABILITATE THE BUILDING. THESE SCHEMATIC DRAWINGS HAVE BEEN PREPARED USING THE CURRENT OREGON STRUCTURAL SPECIALTY CODE (OSSC) AND THE ASCE 41 (SEISMIC REHABILITATION OF EXISTING BUILDINGS) AS THE REFERENCES FOR PRESCRIBED LOADING AND BUILDING PERFORMANCE LEVEL RATINGS.

THE DRAWING ILLUSTRATES BOTH EXISTING CONDITIONS AND GENERAL REPAIRS THAT WOULD NEED TO BE ACCOMPLISHED TO REACH AN ACCEPTABLE LEVEL OF PERFORMANCE (IMMEDIATE OCCUPANCY) ACCORDING TO CURRENT CODE.

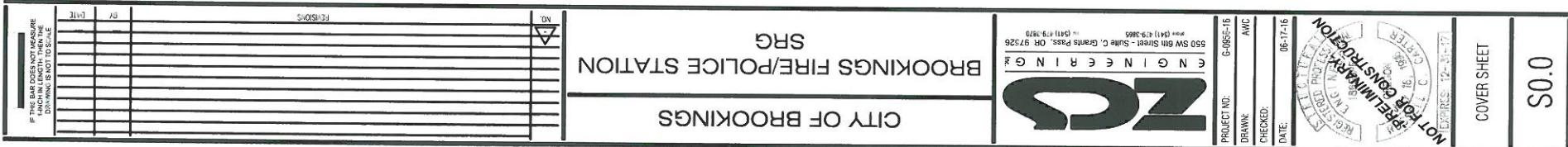
STRUCTURAL PERFORMANCE LEVEL IMMEDIATE OCCUPANCY MEANS THE POST-EARTHQUAKE DAMAGE STATE IN WHICH ONLY VERY LIMITED STRUCTURAL DAMAGE HAS OCCURRED. THE BASIC VERTICAL- AND LATERAL-FORCE RESISTING SYSTEMS OF THE BUILDING RETAIN NEARLY ALL OF THEIR PRE-EARTHQUAKE STRENGTH AND STIFFNESS. THE RISK OF LIFE THREATENING INJURY AS A RESULT OF STRUCTURAL DAMAGE IS VERY LOW AND ALTHOUGH SOME MINOR STRUCTURAL REPAIRS MAY BE APPROPRIATE, THESE WOULD GENERALLY NOT BE REQUIRED PRIOR TO REOCCUPANCY.

LIST OF DEFICIENCIES

- CMU WALLS ARE NOT PROPERLY ATTACHED TO THE ROOF DIAPHRAGM FOR OUT-OF-PLANE SHEAR.
- CMU WALLS ARE NOT PROPERLY ANCHORED.
- ALLOW FOR OUT-OF-PLANE CONNECTION AT THE TOP OF CMU WALLS RESULTING IN WALLS TO SEPARATE FROM THE ROOF FRAMING RESULTING IN INADEQUATE SHEAR CAPACITY.
- THE STRAIGHT SHEATHED ROOF DIAPHRAGM DOES NOT HAVE ADEQUATE IN-PLANE SHEAR CAPACITY.
- THE 2X12 DECKING ROOF DIAPHRAGMS DO NOT MEET THE PRESCRIBED ASPECT RATIO, THE CODE LIMITS THE ASPECT RATIOS (LENGTH TO DEPTH) OF THE ROOF SHEATHING IN THE LOWER ROOF STRUCTURE IS NOT PROPERLY ATTACHED TO THE UNDERLYING SHEAR WALLS FOR BOTH OUT-OF-PLANE AND IN-PLANE LOADING.
- LACK OF FLOORING BETWEEN DIAPHRAGM AND TOPS OF SHEAR WALLS.
- THE SHEAR WALL SHEATHING DOES NOT EXTEND TO THE UNDERSIDE OF THE FLOORING, THEREFORE THE TOPS OF THE WALLS ARE NOT EXPOSED TO LOADS INTO THE SHEAR WALLS BELOW.
- HOLDOWN DEVICES ARE NOT PRESENT TO PROPERLY ATTACH THE SHEAR WALLS TO THE FOUNDATION BELOW, RENDERING THEM SUSCEPTIBLE TO OVERTURNING FORCES.
- THE WALLS ARE NOT PROPERLY TIED WITH THE SURROUNDING BUILDING, THIS CREATES A VERTICAL IRREGULARITY, THIS VERTICAL IRREGULARITY CAN RESULT IN POUNDING OF THE TOWER INTO THE LOWER ROOF DIAPHRAGM, THE POUNDING EFFECTS INCREASE THE BUCKLING LOADS ON THE WALLS AND COULD CAUSE COLLAPSE OF THE TOWER WALLS.
- LACK OF CROSS TIES CONTIGUOUS BETWEEN DIAPHRAGM CHORDS COULD RESULT IN THE WALLS BEING PULLED APART DURING SEISMIC EVENTS.
- THE COVERED WALKWAY WHICH IS THE MAIN INGRESS/EGRESS PATH DOES NOT HAVE A DEFINITE LATERAL SYSTEM.

SEISMIC REHABILITATION RECOMMENDATIONS

- * PROVIDE BLOODING CLIPPING AND NAILING CONNECTIONS ALONG TOP OF CHU DAPPHAN
- * ADDITIONAL CONNECTION HARDWARE WILL BE ADDED TO STRENGTHEN THE CONNECTION BETWEEN THE ROOF DIAPHRAGMS AND SHEAR WALLS
- * THERE IS A NEW LAYER OF PLYWOOD OVER THE EXISTING STRAIGHT SHEATHING AT LOCATIONS OF FULL HEIGHT MASONRY WALLS. THE WALLS WILL BE PROPERLY ATTACHED TO THE ROOF DIAPHRAM USING THROUGH BOLTS, WASHERS, AND CONNECTION HARDWARE.
- * THE EXISTING LOWER ROOF DIAPHRAGMS SHALL BE ATTACHED TO THE SHEAR WALLS UTILIZING A CONTINUOUS ANGLE LEDGER SHIPER TO TRANSFER IN-PLANE FORCES FROM THE CORNERS OF THE BUILDINGS TO THE PERIMETER SHEAR WALLS USNG THROUGH BOLTS AND WASHERS. ALSO PROVIDE SUPPORT FOR THE DAN VALLS FOR OUT-OF-PLANE LOADS.
- * ADDITIONAL BLOCKING AND IN PLANE SHEAR TRANSFER CONNECTIONS SHOULD BE ADDED TO PROPERLY TRANSFER IN-PLANE LOADING INTO THE S-EAR WALLS
- * A NEW LAYER OF PLYWOOD SHEATHING WILL BE ADDED OVER THE TOP OF THE EXISTING 2X 16G DECKING ABOVE THE COVERED WALKWAYS TO INCREASE THE AVAILABLE SHEAR CAPACITY OF THE ROOF WALKWAY TO ACCEPTABLE LEVELS.
- * THE ROOFTOP SHAEL BE REMOVED OVER THE ENTIRE BUILDING TO ALLOW PROPER ATTACHMENT OF THE ROOF SHEATHING TO GOALONG WITH THE TOP OF THE SHEAR PANELS.
- * NEW SHEAR PANELS SHALL BE FRAMES OR FULL HEIGHT BLOCKING BETWEEN POSTS THAT BE INSTALLED TO PROPERLY TRANSFER THE IN-PLANE SEISMIC FORCES TO THE FOUNDATION.
- * PROVIDE STEEL BRACING STRAPPING AT REINVENT CONNORS TO ALLOW DEVELOPMENT OF CONCENTRATED TENSION FORCES THAT MAY OCCUR DURING SEISMIC LOADING.
- * THE VERTICAL IRREGULARITY FOUN ARROUND FIRE TOWER WILL BE RESOLVED WITH "THE NEW SECONDARY STEEL POSTS AND SPANDREL BEAMS REFERENCED TO THE CENTERLINE OF THE MAIN STRUCTURE."
- * PROVIDE PROPER ATTACHMENT AND BRACING FOR ALL NON-STRUCTURAL COMPONENTS AND EQUIPMENT
- * ALL PIPING AND HVAC EQUIPMENT THROUGHTOUT THE BUILDING SHALL BE PROPERLY BRACED AND ATTACHED TO THE STRUCTURE TO LIMIT THE POTENTIAL DAM-AGE.
- * ALL PIPING FOUND WITHIN THE BUILDING THAT IS GREATER THAN 12' FROM ANY MECHANICAL ROOM SHALL BE ATTACHED TO THE STRUCTURE.
- * ANY MECHANICAL EQUIPMENT WEIGHING OVERT 50 POUNDS SHALL BE ATTACHED AND PROPERLY BRAGED.

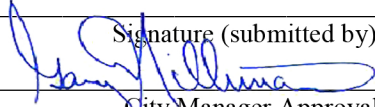


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject: Water Main Extension at Brookings Airport

Recommended Motion:

Motion to authorize staff to enter into an agreement with Curry County concerning the installation of a water main extension to the Brookings Airport with 60 per cent of the cost to be funded by the U.S. Economic Development Administration and 40 per cent to be funded by the County, and to authorize staff to solicit bids/quotes for the project and proceed with construction at the earliest possible date conditional upon receiving County approval of funding..

Financial Impact:

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

This matter was discussed at the City Council workshop on August 7, 2017.

Staff has approached the County concerning extending a new eight-inch water main into the Brookings Airport and installing a fire hydrant while the Airport Infrastructure grant is still open. We are \$115,000 under budget. The cost estimate for extending the water main and installing a hydrant just inside the airport fence near the Flying Club building is \$46,882.50. The County share would be 40 per cent (about \$18,753.00); the EDA share would be 60 per cent. This project would eliminate the need for both the County and Cal Ore Life Flight, which is planning to develop a new crew quarters building just outside the fence, to trench across the road to secure one-inch service laterals (estimated cost of \$17,500 each).

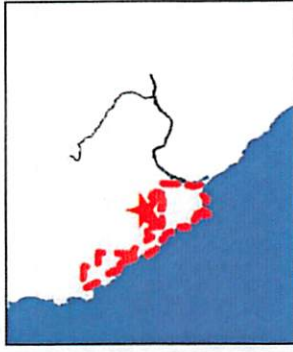
The U.S. Economic Development Administration has approved the use of residual funds for this project, and preparation of construction plans are in progress. The County Commissioners will consider this matter at their meeting of August 16. The work would need to be completed by September 27.

Note that the water main is where it is today...and not right next to the Flying Club building...at the insistence of the County.

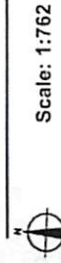
Attachment(s):

- a. Map showing proposed location of water main.

County Airport Waterline Project



- Legend**
- RIVERS
 - ROADS
 - URBAN GROWTH BOUNDARY
 - OCEAN



0 75 150 225 ft.

Map center: 42° 4' 32.56" N, 124° 17' 22.76" W

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, July 24, 2017

Call to Order

Mayor Pieper called the meeting to order at 7:00 PM.

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges, Roger Thompson and Dennis Triglia; a quorum present.

Staff present: City Manager Gary Milliman, Public Works and Development Director Paul Stevens, Parks and Planning Manager Tony Baron, and City Recorder Teri Davis.

Media Present: Jane Stebbins present

Others Present: Approximately 30 audience members.

Ceremonies

Council presented the Volunteer of the Year Award to Andy Stubbs. City Manager Milliman read the nominating letter.

Andy Stubbs was invited to speak. He thanked the Council for their support.

Appointments

Re-appoint Bob Pieper to Tourism Promotion Advisory Committee

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to re-appoint Bob Pieper to the Tourism Promotion Advisory Committee.

Oral Requests and Communications from the audience

1. Mike Frederick of 16883 Yellowbrick Rd. addressed Council regarding inconsistencies in the City's parking regulations.
2. Melissa Weatherford of West Coast Farms to Table addressed Council requesting Urban Renewal funding and about increases in the System Development Charges.
- City Manager Milliman advised that staff will report back to Council at a later date regarding these issues

Resolutions

Oregon Resources Research and Education Center (ORREC)

City Manager Milliman presented the staff report.

ORREC Representative Ryan Hanners was invited to address Council. He explained the organizations need for the support letter and the funding assistance.

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to authorize the Mayor to sign letter of support for the Oregon Resources Research and Education Center.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1118 transferring \$2,000 from the General Fund contingency (reserve) fund to the Council Donations line item and grant said \$2,000 to the Oregon Resources Research and Education Center.

Central Building Parking Agreement

City Manager Milliman presented the staff report. Mr. Milliman pointed out edits in the agreement that will be made prior to signing.

The following individuals spoke in opposition to the City's lease of the Central Building parking lot:

1. Rick Bishop of 625 Spruce Street (Mr. Bishop presented photographs to be entered into record)
2. Kim Bishop of 625 Spruce Street
3. Anthony Smalley of 17156 Mountain Dr., Brookings

The following individuals spoke in favor of the City's lease of the Central Building parking lot:

1. Bret Curtis of 1323 Crissey Cir.
2. Sonya Billington of 414 Hillside Ave. and owner of Oxenfre' Public House

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to authorize the Mayor to execute the lease agreement with Coastal Investments, LLC, for the parking area south of the Central Building at a rate of \$1,130 per month for an initial period of 60 months effective November 1, 2017.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1119 transferring \$9,040 from the General Fund contingency (reserve) to the General Fund non departmental line item.

Staff Reports

Azalea Park Use Fee Waiver

Parks and Planning Manager Baron presented the staff report.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to waive park use fees associated with the Tai Chi events in Azalea Park.

Railroad Street Phase II Bid Acceptance

Public Works and Development Director Stevens presented the Staff Report

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to accept the base bid with alternatives 1 and 2 from Tidewater Contractors Inc. for a total amount of \$2,186,820 for the Railroad Street Phase II Reconstruction Project.

Salmon Run Golf Video Funding

City Recorder Davis presented the Staff Report. City Manager Milliman explained that golf course managers Early Management Team would oversee the project, to include contracting with the videographer.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to allocate a \$4,550 grant from Transient Occupancy Tax revenues to the Early Management Team, Managers of Salmon Run Golf Course, for the production of promotional videos.

Treatment Plant Contracting Update

City Manager Milliman presented the Staff Report

City Council requested that Veolia North America Company be invited to make a presentation to Council at an upcoming Council Workshop.

Council took no other action on the item.

Harbor Sanitary District Agreement

City Manager Milliman presented the staff report.

Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to authorize the Mayor to execute the Intergovernmental Agreement for Wastewater Treatment Services dated July 18, 2017, and the Mutual Release and Settlement of Claims with the Harbor Sanitary District.

Consent Calendar

1. Approve Council minutes for July 10, 2017
2. Receive monthly financial report for June 2017

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilor Hamilton welcomed all visitors to the City and reminded everyone to be safe.

Councilor Triglia provided a Sudden Oak Death Task Force liaison update.

Mayor Pieper commented on his disappointment regarding the beach campfire prohibition enacted by the Coos Forest Service this week.

Adjournment

Councilor Hodges moved, Councilor Thompson seconded and Council voted by voice to adjourn the meeting at 8:54 p.m.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2017:

Jake Pieper, Mayor

Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – June 15, 2017

CALL TO ORDER

Meeting called to order at 4:08 PM

1. ROLL CALL

Present: Committee members Angie Christensen, Candice Michel, Bob Pieper, Tim Patterson, Chuck Costello, Dane Tippman and Chair Skip Watwood – New committee member Dane Tippman introduced. Also present: Lauri Ziemer, Admin Asst.

2. APPROVAL OF MINUTES –

a. Motion made by Candice Michel to approve the minutes of May 18, 2017, motion seconded by Chuck Costello and Committee voted; Angie Christensen and Dane Tippman abstained, the remaining members voting in favor; the motion carried unanimously.

3. PUBLIC COMMENT - None

4. ACTION ITEMS

a. Visitor Survey RFP – Committee discussed RFP goals – decided specific information to be collected should be where visitors are coming from and how they heard about the event – to determine if advertising is effective or not. RFP proposer should determine the methods to obtain that information, be it through canvassing crowds at events or by contacting businesses, hotels, RV parks, campgrounds, realtors, chamber and/or visitor center for their data. Proposer to collect data and collate information. **Motion made by Tim Patterson to issue RFP and spend \$100 per month for six months, starting July 1 thru December 31st, motion seconded by Candice Michelle and Committee voted; the motion carried unanimously.**

b. Pistol River Wave Bash – Lauri Ziemer advised event has already taken place and the organizers were hoping to obtain a \$200 grant to offset advertising costs. They did use the City of Brookings logo on t-shirts they distributed. **Motion made by Bob Pieper to grant \$200 to the Wave Bash event, motion seconded by Tim Patterson and Committee voted; the motion carried unanimously.**

c. 101 Things to Do Ad Proposal – Committee discussed ad proposal and determined that the Brookings area is mentioned several times already without advertising. **Motion made by Tim Patterson to decline the 101 Things To Do ad proposal; motion seconded by Dane Tippman and Committee voted; the motion carried unanimously.**

d. Spectrum Digital Advertising Proposal – Jeremy Bakke presented analytics from the in-progress digital advertising campaign, explained display ad information and retargeting. Committee members requested access to Charter stat information. Skip requested marketing benchmark for this type of advertising and retargeting info, Jeremy advised he can provide all that information and would conduct a workshop for the committee if requested. **Motion made by Tim Patterson to recommend to City Council to approve \$6000 Charter Spectrum 6 month proposal; motion seconded by Candice Michel.** Discussion pursued - Dane advised that he is opposed to any online data collection methods and intrusive advertising. Committee discussed advertising goal and purpose of gathering information and discussed turning off the retargeting option. **Committee voted; Dane Tippman voted no, the remaining members voted in favor; the motion carried.**

5. INFORMATIONAL ITEMS

- a. Pen Air Media Plan –** Gary provided committee with an informational memorandum. No action.
- b. Budget & Internet Hit Info –** Committee reviewed budget and internet hits documents provided. 2017-18 budget will be provided next month. Committee questioned if leftover funds rollover into next years budget.

- c. **Drone** – Chuck Costello requested update on the drone. Candice advised that she has met with High School Instructor Joe Morin and a new student has been assigned to the drone video project. Student will be starting project this summer and Candice will provide student with more specific instructions and will assist with producing.

6. SCHEDULE NEXT MEETING – Next meeting scheduled for Thursday, July 20th at 4 pm.

7. ADJOURNMENT – with no further business before the Committee, the meeting adjourned at 5:35 pm.

Respectfully submitted,



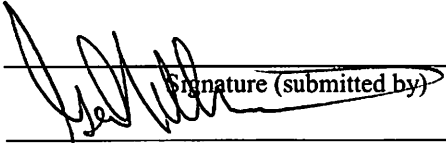
Skip Watwood, Chair
(approved at July 20, 2017 meeting)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval


Subject: Intergovernmental Agreement for Wastewater Treatment Services with Harbor Sanitary District

Recommended Motion:

Motion to rescind approval of the Intergovernmental Agreement for Wastewater Treatment Services with the Harbor Sanitary District approved on July 24, 2017, and to authorize the Mayor to execute the Intergovernmental Agreement for Wastewater Treatment Services with the Harbor Sanitary District as approved by the Harbor Sanitary District Board at their meeting of August 8, 2017.

Financial Impact:

Resolves long-standing fiscal dispute between the City and Harbor Sanitary District and provides a clear path forward for treatment services cost sharing.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City Council approved an Intergovernmental Agreement (IGA) for Wastewater Treatment Services with the Harbor Sanitary District at its meeting of July 24, 2017. At its meeting of August 8, 2017, the Harbor Sanitary District approved the IGA with minor changes. This changes included such items as changing "...the period ending May 31st" to "the period ending May 31st of that year" and noting that the interceptor line was constructed in 1975. There were also some changes in the numbering of subsections and retiling such as changing "New Capital Costs" to "New Capital Improvement Costs." All other issues of disagreement were dropped.

Attachment(s):

- a. Agreement
- b. July 24, 2017 Council Agenda Report

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT SERVICES

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

RECITALS:

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

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

1.0 GENERAL PROVISIONS

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

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

will impose sewer user fees and such other charges, assessments or taxes as deemed necessary by the District in an amount sufficient to cover the City's charges to the District for its costs to treat the District's sewage as hereinafter set forth. The City agrees that it does not have legal authority to impose sewer user fees or taxes on the District or District customers.

- 1.12 Industrial Waste.** The City and the District agree to jointly develop, adopt and maintain an industrial waste control ordinance, applicable to the needs of both parties when an industrial customer, in either the City or District, as applicable, applies for sewer service.
- 1.13 Inflow & Infiltration.** The City and the District will each adopt and provide for enforcement of rules and regulations and safeguards against the entry into the sewer system of surface water, drainage water and water from rain collector systems and other matter or substance which is not permitted in the sanitary sewer system under present or future regulations of the DEQ.
- 1.14 Rules and Regulations.** The City and the District will put into effect such rules and regulations and carry out such policies as they determine to be advantageous, within their respective boundaries, to promote the most efficient operation of sewerage facilities and uninterrupted flow of sewage from the District's collection system to City's Wastewater Treatment Plant including the prevention of all nuisances, the reduction and the prevention, insofar as possible, of pollution of public waters and all other matters which will facilitate and promote cooperation between the parties and generally to carry out the intent of this Agreement.
- 1.15 Amendments.** Upon the request, in writing, of either party hereto, to initiate negotiations with the other party regarding proposed amendments to this Agreement, such negotiations shall commence in a timely manner.
- 1.16 Committee.** The City and District agree to form a City/District Coordinating Committee comprised of four (4) members, two (2) designated by the governing body of the City and two by the governing body of the District. The functions of the Committee shall include the review of the annual proposed City Wastewater Treatment Plant Budget, interagency sewage rate proposals developed by the parties, possible amendments to this Agreement and proposals for resolving conflicts arising from the administration of this Agreement and to make recommendations to the governing bodies of the parties. Each party may bring any necessary support staff to meetings of the committee.
- 1.17 Sewage Rate.** The term "sewage rate" includes, but is not limited to, the following fees to be charged by the City to the District: (i) user fees to recover the costs of capital improvements and the operation, maintenance and replacement of the Wastewater Treatment Plant, outfall facilities and interceptor line; (ii) system development charges; and (iii) other charges related to sewage treatment. Sewage Rate does not include any fees incurred by the City for the hauling, treatment or disposal of septic sewage or the cost of any capital improvements incurred to treat septic sewage.

- 1.18 Industrial Waste Permits.** The District and/or City will be responsible for any and all costs associated with industrial waste permit requirements for services within their respective boundaries, when an industrial customer, in either City or District, as applicable, applies for sewer service.
- 1.19 Budgeting.** Annually, as early as possible, and in no event later than April 30th of each year, City shall transmit to District its proposed draft budget for the operation of City's Wastewater Treatment Plant. The draft budget shall include the revenues the City anticipates for Wastewater Resources, including the proposed revenues to be collected from District, transfers for administrative costs and Wastewater Plant operation and maintenance expenses, and any Wastewater Plant capital expenses listed elsewhere in the budget. City will make its best efforts to provide District with a preliminary draft budget no later than April 15th of each year.
- 1.20 Flow Meters and Sample Compiler.** The current location of the flow meters and sample compiler ("devices"), located at District's Pump Station 1 (as described in Exhibit "A" hereto) are agreeable to the City. Any change in the location of the flow meters or sample compiler must be approved by the DEQ and the City in writing. The District will allow the City's Engineer, accompanied by a District representative, to inspect the devices upon request. The City shall give the District advance notice of not less than 24 hours of any request for such inspection. The District shall have the performance of its flow meters evaluated by a DEQ-approved field verification process once per year and provide results to the City. If an issue with the performance of a flow meter is indicated by the results, then the District will repair or replace the device as necessary at its sole expense. The City will forward to the District its semi-annual certification report of its flow meter that measures incoming flow to the Wastewater Treatment Plant.
- 1.21 Collection of Samples.** District will be responsible for collecting samples of its wastewater on a weekly basis. The City will be allowed to observe the collection of the samples. The District will follow a prescribed sampling procedure, attached hereto as Exhibit "B." If the City's observer has a concern regarding the procedure, then he or she shall indicate that concern on the Chain of Custody form, attached hereto as Exhibit "C." Both City and District shall be provided copies of the Chain of Custody form, identified as Exhibit C, as soon as possible after it is generated.
- 1.22 Testing of Samples.** The City's lab will be used for the testing of samples for BOD and TSS collected by District. The City shall provide the District with a copy of the daily monitoring reports, total flow measurements, BOD and TSS test results as they become available.

2.0 OPERATION AND MAINTENANCE EXPENSES: CHARGES, RATES AND BILLING

- 2.01 Purpose.** The purpose of this section is to establish procedures for calculating the charges and rates for the City's cost of treating the District's sewage discharged into City's Wastewater Treatment Plant and billing the District for those charges.

2.02 Proportionate Share. The District shall pay to the City its proportionate share of the annual cost of the City's operation and maintenance expenses for the treatment of the sewage discharged by the District to the City's Wastewater Treatment Plant. The proportionate share of the District's annual operation and maintenance cost payable to City shall be determined as follows:

A. **ACTUAL COSTS.** Operating and maintenance expenses shall be defined as actual costs to the City for the treatment of sewage, inclusive of flow, BOD and TSS. Annual operation and maintenance expenses shall also include a portion, to be annually determined, of the City's annual administrative costs. For the purposes of this Agreement, the City's annual administrative costs shall be defined as the reasonable expenses of operating City offices or agencies that indirectly service, or otherwise have a relationship to, the City's Wastewater Treatment Plant.

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

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

Treatment Parameter	Allocation Percent
Flow	50.7
BOD	39.1
TSS	10.2

The District's proportionate share of the total operation and maintenance expenses for City's Wastewater Treatment Plant is calculated by dividing the District's flow, BOD and TSS treated at the City's Wastewater

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

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

2. The proportion of the District's contribution of flow, BOD and TSS to the City's Wastewater Treatment Plant, as determined in Section 2.02. B. 1. above, shall then be multiplied by the actual operations and maintenance expenses paid by the City for the period from July 1 through June 30 of the previous year. The resulting amount shall then be increased by 5% to reach the final amount due from the District for each annual payment. Due to the fact that the City will not have final actual figures until August or September, the parties agree that for the months of July, August and September, the District will pay the same monthly amount for operations and maintenance as in the prior fiscal year. Beginning in October of each year, after the actual expenditures for operations and maintenance have been reconciled and increased by 5% as stated herein, the City will credit the District with payments made during July, August and September by the District and divide the outstanding balance for annual operations and maintenance payment by nine. The City will then invoice the District by that amount for the months of October through June for operations and maintenance expenses. This credit is separate and apart from any credit or balance owing from the annual reconciliation of the previous fiscal year that is the subject of Section 2.06. The District will remain obligated to pay its proportionate share of the actual expenses as determined through the annual reconciliation process described in Section 2.07 herein.

2.03 Annual Budget. The City shall provide the District with its projected annual budget for operation and maintenance expenses for the City's Wastewater Treatment plant not later than April 30th of each year. The City/District Coordinating Committee shall conduct at least one meeting prior to May 30th to review the proposed budget. The City shall include in its proposed annual budget to be provided to District its annual administrative costs applicable to the operation and maintenance of City's Wastewater Treatment Plant, as provided herein in Section 2.02.A.

2.04 Other Costs. Annual operation and maintenance expenses as defined above, including administrative costs, shall not include costs to either party of keeping track of, billing, and collecting sewer charges from customers, the charges so made, and said costs are to be the sole responsibility of each party within its respective boundaries.

2.05 Billing Statements. The City hereby agrees to mail or email a billing statement to the District, to be posted no later than the 5th working day of each month, for the monthly amount due the City from District for the current month's operation and maintenance expense for the City's Wastewater Treatment Plant (sample monthly statement and invoice are attached hereto as Exhibit "D"). The District shall pay the amount due the City for operation and maintenance expense upon receipt of City's monthly billing for these expenses, but, in any event, no later than the 25th day for each month a billing from the City is received. Payment after the 25th day of each month will be made in accordance with the delinquent and late fees established by the City of Brookings applicable to all sewer customers. Payment will be made by cash or check of readily available funds to the City of Brookings at City Hall, 898 Elk Drive, Brookings, Oregon 97415.

2.06 Annual Reconciliation. After the City is in receipt of the District's payment for May usage, the City shall pre-reconcile actual payments from the District against what the actual annual expenses are for the period ending May 31st of that year. If there is a credit due, it will be applied against the June billing statement for June. If there are additional monies due, the difference will be included on the June invoice.

A. Not later than September 1st of each year the final reconciliation for the prior fiscal year's actual payments from the District will be reconciled against what the actual annual operation and maintenance expenses were for the previous fiscal year. If there is a credit due, the City will have up to six (6) months to apply a credit to the District's account or to issue a refund. Any refunds or credits issued within sixty (60) days will be interest free. The balance of the credit due after sixty (60) days will bear interest at the rate of 9% per annum. If there are additional monies due from the District to the City, the District will have up to six (6) months to pay the balance to the City. Payments made within sixty (60) days will be interest free. The balance after sixty (60) days will bear interest at the rate of nine percent (9%) per annum, unless otherwise agreed to by the parties.

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

3.0 PAYMENTS TO CITY OF SDC COLLECTED

3.01 System Development Charges. Subject to Section 3.03 and 3.04 herein, the District agrees to adopt by District resolution, as part of the District's System Development Charge, the components of the City's system development charge, applicable to the District, as established by legally adopted City ordinance for replacements and improvements to the sewage treatment plant, outfall system and the interceptor line constructed in approximately 1975. However, no portion of the City's SDC collected by District from District customers shall be expended by City for any expenses for the City's sewage collection system, except for that

portion of the system described in Section 5.0. All SDC's collected by the District from District customers and sent by District to the City shall be accounted for and shall be dedicated for expansion of the Wastewater Treatment Plant capacity and for debt service associated with past Treatment Plant capacity expansion. The improvement fee portion of the City's SDC may only be used to pay for capacity expansion projects and the reimbursement portion of the City's SDC shall only be used to pay for eligible debt service and other eligible expenses and these amounts shall be accounted for by the City.

- 3.02 Eligible Expenditures.** No later than April 30th of each year the City shall submit to the District information on the estimated annual expenditures to be made by City for capital improvements to its Wastewater Treatment Plant which are eligible for payment from SDC funds.
- 3.03 Annual Increase in City's SDC.** The District shall increase or decrease the City's component of the District's SDC per EDU rate annually, before July 1st of each year, when advised by the City, no later than June 15th of each year, that the City has or will increase its SDC and the amount of the increased SDC. The District will contact the City and request the change, if any, in the City's SDC prior to June 15th of each year.
- 3.04 Direct Payment of SDC's to the City.** When the District receives an application for a new connection to the District's sewer system, the District shall refer the applicant to the City for direct payment to the City for the City's component of the District's current System Development Charge. The City will provide each applicant with a receipt for payment of the System Development Charge for presentation to the District. The District agrees not to permit any new connection to the District's sewer system until it has verified that the applicant has paid the City the System Development Charge, as established by City Ordinance, and adopted by resolution of the District as a component of the District's SDC.
- 3.05 District Credit.** The City shall credit each SDC payment it receives from an applicant for a new sewer connection within District only to those capital improvement expenses for the City's Wastewater Treatment plant eligible for payment by SDC monies. System Development Charges collected by City pursuant to this agreement shall then be accounted for in an SDC Treatment Fund. Proposed appropriations from this Fund shall be reviewed as a part of the annual budget process. The City shall apply each SDC collected as a Credit in the monthly statement as shown in Exhibit D. The table in Exhibit D, including the SDC credits, shall be used in the annual reconciliation as described in Section 2.06.

4.0 CAPITAL IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

- 4.01 Capital Improvements.** The District agrees to pay its proportionate share of the cost of capital improvements to the City's Wastewater Treatment Plant, transmission facilities and outfall system ("Capital Improvement Costs") as provided herein. The amount due the City shall be based on the actual cost of

any capital improvement, including pre-design, engineering, project management costs and debt service, not the budgeted cost. "Debt service" shall include principal, interest and fees related to financing capital improvements. If the District pays for components of a capital improvement project that are paid for in cash by City and District and later debt-financed as part of the larger project, then after financing is obtained, the City shall give the District a credit for the payments already made by the District. The District shall then pay its proportionate share of the annual debt service as described in Section 4.02.B. below.

A. Hauled Septic Waste. The District shall not be responsible for pay for any capital improvements for City's Wastewater Treatment Plant for improvements to treat hauled septic waste, hauled to the City's Wastewater Treatment Plant by commercial providers.

4.02 Proportionate Share. The District's proportionate share of Capital Improvement Costs for City's Wastewater Treatment Plant that District shall pay to City shall be determined as follows:

A. Existing Capital Debt. The City has a loan with Umpqua Bank, taken out on July 12, 2012 in the total amount of \$9,880,000.00. This loan amount includes and consolidates the balance due on the City's original loan with the DEQ, the City's loan for the screw press and the City's loan for the slide repair, all of which were for the construction, replacement and repair of the City's Wastewater Treatment Plant as constructed prior to the effective date of this Agreement. This Umpqua Bank loan bears Loan No. 68928084 and matures on June 15, 2022. The amount currently due from the City for this loan is defined for purposes of this Agreement as "Existing Capital Debt". The District shall pay to City the sum of \$275,000.00 per year for the District's proportionate share of the City's Existing Capital Debt, until June 15, 2022, when the current balance of the City's Existing Capital Debt is scheduled to be paid in full.

The City will give reasonable advance notice, but not less than 30 days, to District if it seeks to refinance or attempts to refinance the Umpqua Bank loan for the Existing Capital Debt. If the City refinances its Existing Capital Debt, as defined herein, and includes in the refinancing any new capital improvement debt or additional capital debt for the repair or replacement of the City's Wastewater Treatment Plant, the District shall pay its proportionate share of the portion of any new, additional capital debt included in the refinance as calculated in Section 4.02.B., in addition to the annual payment of \$275,000.00 on the portion of any new loan refinancing the Existing Capital Debt, until June 15, 2022. Thereafter District shall pay its proportionate share of the new, additional portion of the new, additional capital debt as provided in Section 4.02.B. of this Agreement.

B. New Capital Improvement Costs. The District's proportionate share of the Capital Improvement Costs for new structures, components, facilities and equipment, as well as their subsequent replacement and repair, to expand the capacity of or to comply with State-mandated regulations associated with the

operation of the City's Wastewater Treatment Plant shall be determined by using the proportion of the District sewage treated in the City's Wastewater Treatment Plant as calculated in Section 2.02.B.1. herein (using the 12-month weighted running average ending the month prior to (i) the time the City closes on a loan for said capital improvement, (ii) when a capital improvement project reaches final completion, or (iii) sixty (60) days after substantial completion, whichever occurs first) and converted to District's percentage amount for both cash payments or for the life on any loan, and any subsequent refinancing, taken by City for new capital improvements.

4.03 Use of Payments. All sums received from the District by the City for capital improvements to the City's Wastewater Treatment Plant, shall be used by the City solely for Capital Improvements Costs at the Wastewater Treatment Plant as defined in Section 4.01.

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

A. For amounts due pursuant to 4.02.A., the District shall pay the sum of \$275,000.00 per year for the District's proportionate share of the City's Existing Capital Debt in 12 equal monthly payments of \$22,916.67 per month pursuant to Section 2.05 herein.

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

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

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

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

- 4.05. Annual Budget.** Anticipated Capital Improvement expenses shall be included in the annual budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include a capital improvement projects list that includes all wastewater treatment capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project..
- 4.06. Annual Reconciliation.** Capital Improvement payments for new Capital Costs from the District to the City shall be reconciled against actual costs in accordance with Section 2.06 herein.

5.0 INTERCEPTOR LINE

- 5.01 Annual Fee.** The District shall pay to City an annual fee for the maintenance and operation of the interceptor line which is used to transmit sewage delivered from the District sewage collection system to the City collection system in the amount of \$6,300.00 per year. This fee is earned upon receipt and does not require any separate accounting or tracking.
- 5.02 Maintenance.** For purposes of this section 5.0, the term "maintenance" shall mean any work that is not required to be capitalized. Generally, this means work that is either reoccurring, such as inspections, cleaning, incidental repairs or sealing leaks, etc. The City shall notify the District prior to the City performing any maintenance on the interceptor line if such maintenance is not due to an emergency. In the event the City is required to perform maintenance on the interceptor line under circumstances where prior notice of such maintenance is not possible, City agrees to provide District with notice of the maintenance and the amount spent on such maintenance as soon as reasonably possible under the circumstances, but in no event later than five (5) working days after such maintenance is performed.
- 5.03 Capital Improvements.** For purposes of this section 5.0, the term "capital improvement" shall mean any work that is required to be capitalized. A capital improvement is the addition of a permanent structural change or the restoration of some aspect of an asset that will either enhance the asset's overall value, increase its useful life or adapt it to a new use. The District and the City shall share the costs of capital improvements to the interceptor line. The District shall pay for 57% and the City shall pay 43% of the cost of capital improvements. These

percentages are the respective allocated capacity of the interceptor line for District and City.

5.04 Billing. For amounts due City, the District shall pay in 12 equal monthly payments pursuant to Section 2.05 herein.

5.05 Annual Budget. Anticipated interceptor line maintenance expenses shall be included in the annual collections budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include any interceptor capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project.

5.06 Annual Reconciliation. Interceptor line capital improvement payments from the District to the City shall be reconciled against actual capital improvement costs in accordance with Section 2.06 herein.

6.0 MISCELLANEOUS PROVISIONS

6.01 Termination. This Agreement shall automatically terminate after 60 months from the date of the final execution of this Agreement. The parties shall begin meeting 12 months prior to the Agreement's termination to begin negotiating any desired changes. The parties agree to negotiate in good faith to reach a new agreement.

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

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

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

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

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

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

- 6.05 Modification.** Any amendment or modification of this Agreement must be in writing and signed by both parties to be valid and enforceable.
- 6.06 Headings.** Headings and captions in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 6.07 Attorney's Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that is based thereon, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions or objections to, or requests to modify or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).
- 6.08 Severability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the offending provisions be severed from the Agreement and that the remaining provisions of this Agreement be unaffected thereby.
- 6.09 Arbitration Required/ Mediation First Option.** Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., or an equivalent service in the event that the Arbitration Service of Portland, Inc., no longer is in existence, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the above named organization or any other mediation process or mediator as the parties may agree upon. The mediation and/or arbitration shall be held in the City of Brookings or the unincorporated area of Curry County known as Harbor. The parties shall split the mediator's and/or arbitrator's fees equally.
- Controversies involving a claim of \$250,000.00 or less shall be heard by one arbitrator. Controversies involving a claim of more than \$250,000.00 shall be heard by a panel of three arbitrators.
- 6.10 Effective Date of Agreement.** This Intergovernmental Agreement shall be effective as of July 1, 2017.

IN WITNESS WHEREOF, the parties to this Agreement have duly approved and caused this Agreement to be executed this 8 day of August, 2017.

CITY OF BROOKINGS

By: Mayor Jake Pieper

ATTEST:

Teri Davis, City Recorder

HARBOR SANITARY DISTRICT



By: Anthony Burkett, Board Chairman

ATTEST:



Vernon Arnett, Board Secretary

EXHIBITS:

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

EXHIBIT A:
LOCATION OF HSD FLOW METERS AND SAMPLE COMPILER

**EXHIBIT B:
PROCEDURE FOR SAMPLING**

Start Sampler

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

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

Sample Start Is Complete.

End Sampler

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

(CAUTION: SPILL HAZARD-WASTEWATER)

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

The PURGE button looks like a pipe with bubbles.

**EXHIBIT C:
CHAIN OF CUSTODY FORM**

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

**HARBOR SANITARY DISTRICT
WASTEWATER SAMPLE FORM**

Sample Collection by HSD

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

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

Temp: _____ ° C

Brookings Observer (if any): _____

Notes:

Sample Delivery to City Lab

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

Temp: _____ ° C Sample: _____ Accepted _____ Rejected

Received by: _____

Notes:



CITY OF BROOKINGS
898 ELK DRIVE
BROOKINGS, OR 97415
541-469-1123

Invoice for Harbor Sanitary District
2016-17 Estimate and Monthly Billing


	2016-17 <u>Budget</u>	<u>Annual</u>	<u>Monthly</u>
<u>Operations:</u>			
Treatment budget:			
Personnel Services	511,268		
Materials and Services	583,400		
Transfer Tech Fund - tmt only	6,285		
Transfer Admin costs - tmt only	23,663		
	1,124,616.00		
Flow % 12 mo running average (7/15-6/16)	20.99%		
Estimated cost - Operations		236,056.90	19,671.41
<u>Capital Improvements:</u>			
Operating budget	24,900		
System Replacement budget	763,800		
	788,700.00		
Flow % 12 mo running average (7/15-6/16)	20.99%		
Estimated cost - Capital Improvements		165,548.13	13,795.68
<u>Interceptor:</u>			
Collections budget:	729,842.00		
Percentage HSD	1.62%		
Estimated cost - Interceptor		11,823.44	985.29
<u>Debt Service:</u>			
Umpqua loan			
2016-17 Debt service payments	1,122,716.14		
Percentage - all prior capital improvements	30.00%		
Estimated cost - Debt Service		336,814.84	28,067.90
Total Estimated Cost 2016-17		<u>750,243.31</u>	<u>62,520.28</u>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval


Subject: Intergovernmental Agreement for Wastewater Treatment Services dated July 18, 2017, and the Mutual Release and Settlement of Claims with the Harbor Sanitary District

Recommended Motion:

Motion to authorize the Mayor to execute the Intergovernmental Agreement for Wastewater Treatment Services date July 18, 2017, and the Mutual Release and Settlement of Claims with the Harbor Sanitary District.

Financial Impact:

Increases annual operations and maintenance revenue from the Harbor Sanitary District (HSD). Requires HSD to participate in funding capital projects. Adjusts rate for plant operations and maintenance annually. Reduces HSD obligation for unpaid user fees during the period September 1, 2016-present by \$211,037.11; requires an additional payment by HSD of \$86,156.38 for fiscal 2016-17. Waives HSD claim to some \$120,000 in interceptor line maintenance fees paid.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The 2007 agreement between the City of Brookings and the Harbor Sanitary District established a fixed rate for processing sewage transmitted to the City Wastewater Treatment Plant. That agreement envisioned a review and renegotiation of the rate in five years. The City initiated the process for renegotiation in 2012.

In July 2016 an arbitration panel awarded the City some \$79,000 in fees owed the City and also found that, because the City had continued to accept payments from HSD under the 2007 agreement for nine years (in good faith while attempting to negotiate a new agreement) the City was unable to recover additional funds...specifically for capital improvement costs...for which the City believed HSD was responsible.

The City Council adopted a new rate structure applicable to HSD effective September 1, 2016 and has continued efforts to achieve a new and more equitable agreement for the past 11 months. Progress has been made through a series of meetings between negotiating teams appointed by the City and HSD. The City negotiating team consists of the City Manager, City Attorney, Finance/HR Director and Public Works/Development Services Director.

HSD has refused to make payments in accordance with the August 2016 rate, and has continued to pay at the 2007 rate. The City has accepted the lower payments as partial payments against the amount due.

The last meeting of City and HSD representatives was held on April 25, 2017, at which time HSD representatives agreed to present the draft new agreement to their governing board on the condition that the new rate contained in the draft agreement be made retroactive to September 1, 2016. This new rate is higher than the 2007 rate, includes annual adjustments, and provides for HSD participation in funding improvements to the wastewater treatment plant. With the exception of the proposal to retroactively apply the new rate all other matters were considered resolved as of the April 25, 2017, negotiation session. The City Council tentatively agreed to make the new rate retroactive to September 1, 2016, and HSD staff was notified accordingly.

Subsequently, HSD staff and legal counsel raised several new issues and proposed new agreement language. The City notified HSD representatives that the City Council desired to bring this matter to final conclusion by July 10, 2017. Staff reported at that meeting that several outstanding issues remained, but that efforts were in progress to reach a resolution. The Council indicated that they wished to bring this matter to conclusion at the July 24 City Council meeting.

The City negotiating team has continued to interact with HSD representatives and believes it has used its best effort to reach an agreement. The City Attorney has prepared a new intergovernmental agreement (IGA) and mutual release and settlement of claims (MRSC) based upon those exchanges. The City negotiating team recommends that the City Council approve the IGA and MRSC as currently proposed. HSD can then either approve these agreements or the City will continue to apply the new rate schedule adopted in August 2016 (effective September 1, 2016) and potentially seek arbitration to enforce payment.

PROPOSED IGA

The proposed IGA is for a term of 60 months (five years) and provides that:

- Creates a joint coordinating committee to review the annual proposed budget, sewer rate proposals and attempt to resolve conflicts.
- The City will provide HSD with a draft annual budget by April 30.
- Establishes a protocol for the collection and processing of wastewater samples taken at HSD facilities.
- HSD will pay to the City its proportionate share of operating and maintenance expenses. Three factors will be applied in determining the HSD proportionate share as provided in the 1991 City of Brookings and Harbor Sanitary District Wastewater Rate Study. The amount paid by HSD may vary annually based upon City/HSD respective flows. Under the 2007 agreement, the HSD rate was a fixed rate for the entire contract period applied to flow. Under the new agreement, for the current fiscal year, that proportionate share would fluctuate based upon actual costs, wastewater characteristics and flow.
- HSD will increase its System Development Charge (SDC) schedule of fees annually; the City receives a portion of the SDC paid by developers in the District. The agreement further provides how the amount of SDC received by the City from HSD customers is to be accounted for and credited to HSD for capital projects.
- HSD will pay its proportionate share the cost of capital improvements and related debt service. HSD will pay \$275,000 annually as its proportionate share of the annual

payment to Umpqua Bank on a \$9,880,000 loan for capital improvements secured in 2012. Payments will continue until June 15, 2022.

- For new capital costs, HSD will pay its proportionate share of the cost of the project. The proportionate share will be based upon the weighted 12-month average percentage of the sewer flow treated at the Plant. Payment may be in the form of a lump sum or in equal monthly payment spread over the period of any financing.

Currently, HSD is underpaying on the \$9.8 million debt service and is not contributing to the cost of new capital projects. The above two points represent a significant change going forward.

- The annual fee for maintenance of the interceptor line is increased from \$4,500 to \$6,300.
- For dispute resolution, a new arbitration provision requiring the use of the Arbitration Service of Portland rather than the parties negotiating the appointment of an arbitration panel.

PROPOSED MRSC

The proposed MRSC settles all claims and potential claims by the City and HSD against one-another. The MRSC provides that:

- The City will accept \$501,632 as payment in full for operations and maintenance, capital improvements, existing capital debt and interceptor maintenance for the period September 1, 2016 to June 30, 2017. The amount due from HSD is \$86,156.38.
- Extinguishes HSD's claim that since 2007 the City has received from HSD, but has not spent, some \$120,000 associated with the maintenance of the "interceptor line" which transmits HSD sewage from the vicinity of Chetco Avenue and Alder Street to the Wastewater Treatment Plant. HSD had sought reimbursement of these funds.

The amount due from HSD is \$211,037.13 less than the amount billed but not paid by HSD since the City Council approved a rate effective September 1, 2016. This is primarily because the City set the HSD share of costs at 30 per cent of flow based upon a pre-2007 flow study, and the new proposed rate is based upon current weighted flow data. The settlement makes the new rate retroactive to September 1, 2016 and waives all interest.

Attachment(s):

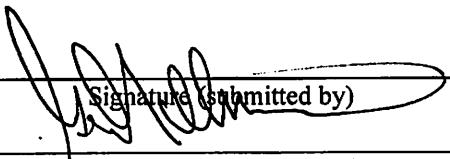
- a. Intergovernmental Agreement for Wastewater Treatment Services Brookings Draft July 18, 2017
- b. Mutual Release and Settlement of Claims

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Mutual Release and Settlement of Claims with the Harbor Sanitary District

Recommended Motion:

Motion to rescind approval of the Mutual Release and Settlement of Claims with the Harbor District as approved on July 24, 2017, and to authorize the Mayor to execute the Mutual Release of Claims with the Harbor Sanitary District as approved by the Harbor Sanitary District Board of Directors at their meeting of August 8, 2017.

Financial Impact:

Resolves long-standing fiscal dispute between the City and Harbor Sanitary District.

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The City Council approved a Mutual release and Settlement of Claims with the Harbor Sanitary District at the meeting of July 24, 2017. The Harbor Sanitary District Board of Directors approved this same agreement at their meeting of August 8, 2017, with the exception that the amount of balance due to the City. This amount is reduced from \$86,156.38 to \$53,344.47 as the District made a payment to the City in the intervening period.

Attachment(s):

- a. Mutual release and Settlement of Claims.

Mutual Release and Settlement of Claims

This mutual release and settlement of claims is entered into by and between the City of Brookings, an Oregon municipal corporation ("City"), and the Harbor Sanitary District, an Oregon sanitary sewer district ("District"), collectively referred to herein as the "Parties."

WHEREAS, the City has been providing sewage treatment services to the District since 1974; and

WHEREAS, the Parties arbitrated claims against each other in June of 2016; and

WHEREAS, the Parties have endeavored to reach mutual agreement on a new intergovernmental agreement; and

WHEREAS, in FY 2016-17, the City imposed a new rate upon the District based upon the District's percentage of total flow to the treatment plant; and

WHEREAS, the District has not paid the amount billed, but rather has paid based upon the rate set forth in the prior agreement between the parties; and

WHEREAS, the District maintains that there should exist an interceptor maintenance fund with a balance, and which City maintains was money earned and spent annually as a fee and was not accumulating in a separate account.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.0 CONDITION PRECEDENT. This Release is expressly conditioned upon the approval and execution of a new intergovernmental agreement between the Parties prior to September 1, 2017. If a new intergovernmental agreement is not approved and executed by both parties prior to September 1, 2017, then this Release is void and unenforceable.

2.0 SETTLEMENT OF CLAIMS.

2.01 FY 2016-2017. District agrees to pay City, and City agrees to accept, the following amounts for FY 2016-17:

A. Amount due within 30 days of approval of this Release is \$53,344.47, calculated as follows:

- **Operations & Maintenance:** \$167,424.68
[19.48% x 1,031,363.49] x [10/12]
- **Capital Improvements:** \$99,791.47
[19.48% x \$614,731.82] x [10/12]
- **Existing Capital Debt:** \$229,166.67
[\$275,000.00] x [10/12]
- **Interceptor Maintenance:** \$5,250.00
[\$525 x 10]

Total	\$501,632.82
Rec'd	(448,288.35)
<hr/>	
Bal. Due	\$ 53,344.47

If the balance due is paid within 30 days, there will be no interest charged. If the balance due is not paid within 30 days, the balance due will accrue interest at the rate of 9 percent per annum.

B. Reconciliation. Not later than September 1, 2017, the City will reconcile the above expenses for Operations & Maintenance and Capital Improvements with actual expenses. Any amount due from District must be paid within 30 days to avoid interest. Any amount to be credited to District will be credited against the next invoice. If the balance due is not paid within 30 days, the balance due will accrue interest at the rate of 9 percent per annum.

2.02 Interceptor Fund Balance. District agrees that there is a \$0.00 fund balance for the interceptor line and that all money paid to the City by the District for interceptor line maintenance through FY 16-17 has been earned and expended by the City.

3.0 RELEASE OF CLAIMS BY CITY. City hereby releases, acquits, and discharges District, its elected and appointed officials, agents and employees from any charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which City may now have as of the date of execution of this Agreement.

4.0 RELEASE OF CLAIMS BY DISTRICT. District hereby releases, acquits, and discharges City, its elected and appointed officials, agents and employees from any charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which District may now have as of the date of execution of this Agreement.

5.0 LEGAL REVIEW. The Parties acknowledge that in executing this Release, they have carefully reviewed and had the opportunity to review the terms of this Release, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Release shall be construed presumptively against any of the Parties to this Release.

6.0 NO ADMISSION. The Release shall not constitute an admission of any of the allegations against the other and shall not be considered as an admission of liability, wrongdoing or anything improper.

7.0 INTEGRATION. This Release contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein

8.0 ENFORCEMENT. This Release shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon. This Release has been drafted jointly by the Parties following negotiations between them. It shall be construed according to its terms and not

for or against any Party. Any action brought to enforce or interpret this Release shall be brought in the same manner as the new intergovernmental agreement upon which this Release is conditioned.

9.0 COUNTERPARTS. This Release may be executed in multiple counterparts or copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above indicated.

CITY OF BROOKINGS

Dated: _____

Mayor Jake Pieper

ATTEST:

City Recorder Teri Davis

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

HARBOR SANITARY DISTRICT

Dated: Aug. 08, 2017
Anthony W. Burkett
Anthony Burkett – Board Chairman

Vernon Arnett
Vernon Arnett – Board Secretary

APPROVED AS TO FORM:

Jim Coffey
Jim Coffey, District Legal Counsel

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/17	07/06/2017	79604	313	Brookings Vol Firefighters		
07/17	07/06/2017	79605	715	Budge McHugh Supply	10-00-2005	2,250.00
07/17	07/06/2017	79606	5070	Canon Solutions America	20-00-2005	2,107.28
07/17	07/06/2017	79607	3834	Clean Sweep Janitorial Service	10-00-2005	2,172.57
07/17	07/06/2017	79608	4882	Coastal Heating & Air	20-00-2005	995.00
07/17	07/06/2017	79609	1745	Coastal Paper & Supply, Inc	10-00-2005	151.16
07/17	07/06/2017	79610	566	Curry County Assessor	10-00-2005	307.55
07/17	07/06/2017	79611	1357	Curry County Clerk	55-00-2005	200.00
07/17	07/06/2017	79612	259	Da-Tone Rock Products	55-00-2005	447.00
07/17	07/06/2017	79613	1	Julian Carrillo	25-00-2005	534.78
07/17	07/06/2017	79614	1	Country Keepsakes	20-00-2005	181.72
07/17	07/06/2017	79615	1	Fred Esfandiary	20-00-2005	69.44
07/17	07/06/2017	79616	1	Tracie Markum	20-00-2005	196.69
07/17	07/06/2017	79617	4642	ESRI	20-00-2005	108.38
07/17	07/06/2017	79618	5676	Ewing Irrigation Products Inc	20-00-2005	1,500.00
07/17	07/06/2017	79619	5781	Farmhouse Networking	50-00-2005	1,118.88
07/17	07/06/2017	79620	3342	Fastenal	49-00-2005	96.25
07/17	07/06/2017	79621	2186	Ferguson Enterprises Inc #3011	20-00-2005	219.71
07/17	07/06/2017	79622	153	Ferrellgas	25-00-2005	1,680.89
07/17	07/06/2017	79623	5642	Financial Pacific Leasing	25-00-2005	350.81
07/17	07/06/2017	79624	5432	First Community Credit Union	10-00-2005	4,031.88
07/17	07/06/2017	79625	4646	Frontier	25-00-2005	812.99
07/17	07/06/2017	79626	5172	Gowman Electric, Inc	30-00-2005	711.73
07/17	07/06/2017	79627	4978	Grants Pass Daily Courier	25-00-2005	1,059.63
07/17	07/06/2017	79628	167	Hach Company	10-00-2005	84.85
07/17	07/06/2017	79629	139	Harbor Logging Supply	25-00-2005	986.18
07/17	07/06/2017	79630	199	Richard Harper	15-00-2005	402.50
07/17	07/06/2017	79631	3408	IDEXX Distribution Inc	10-00-2005	400.00
07/17	07/06/2017	79632	4980	iSecure	25-00-2005	150.91
07/17	07/06/2017	79633	5596	Rob Johnson	10-00-2005	33.00
07/17	07/06/2017	79634	5526	L.N. Curtis & Sons Inc	10-00-2005	107.89
07/17	07/06/2017	79635	202	League of Oregon Cities	10-00-2005	141.91
07/17	07/06/2017	79636	328	Les Schwab Tire Center	10-00-2005	4,819.65
07/17	07/06/2017	79637	5524	Sirennet.com	10-00-2005	581.41
07/17	07/06/2017	79638	5678	Maia Mello	10-00-2005	46.57
07/17	07/06/2017	79639	4269	Milliman, Gary	10-00-2005	63.00
07/17	07/06/2017	79640	4443	Napa Auto Parts	10-00-2005	67.50
07/17	07/06/2017	79641	685	Neilson Research Corporation	10-00-2005	58.80
07/17	07/06/2017	79642	329	New Hope Plumbing	25-00-2005	483.75
07/17	07/06/2017	79643	3789	Oak Street Health Care Center	10-00-2005	369.00
07/17	07/06/2017	79644	3561	Oil Can Henry's	10-00-2005	314.00
07/17	07/06/2017	79645	5783	ONCAIC	10-00-2005	154.94
07/17	07/06/2017	79646	279	One Call Concepts, Inc	10-00-2005	50.00
07/17	07/06/2017	79647	5237	Oregon Mayors Association	20-00-2005	35.64
07/17	07/06/2017	79648	5782	Ouray Sportswear LLC	10-00-2005	275.00
07/17	07/06/2017	79649	1251	Performance Promotions	61-00-2005	2,006.93
07/17	07/06/2017	79650	866	Pitney Bowes Global Financial , LLC	10-00-2005	622.20
07/17	07/06/2017	79651	322	Postmaster	10-00-2005	249.00
07/17	07/06/2017	79652	207	Quill Corporation	25-00-2005	850.00
07/17	07/06/2017	79653	3309	Roberts & Associates	10-00-2005	275.43
07/17	07/06/2017	79654	1840	Rogue Credit Union	20-00-2005	580.00
07/17	07/06/2017	79655	5513	South Coast Development Council Inc	50-00-2005	2,497.61
07/17	07/06/2017	79656	5730	Spectrum Reach	10-00-2005	5,000.00
					32-00-2005	1,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/17	07/06/2017	79657	142	Tidewater Contractors Inc	15-00-2005	256,033.50
07/17	07/06/2017	79658	2863	Verizon Wireless	10-00-2005	759.30
07/17	07/06/2017	79659	861	Village Express Mail Center	10-00-2005	14.02
07/17	07/06/2017	79660	108	VWR International Inc	25-00-2005	335.52
07/17	07/06/2017	79661	169	Waste Connections Inc	25-00-2005	228.00
07/17	07/06/2017	79662	4220	Woof's Dog Bakery	61-00-2005	82.99
07/17	07/13/2017	79663	5625	A One Janitorial	25-00-2005	499.50
07/17	07/13/2017	79664	882	Advanced Security Systems	20-00-2005	73.50
07/17	07/13/2017	79665	4939	BI- Mart Corporation	25-00-2005	547.57
07/17	07/13/2017	79666	4363	Black & Rice LLP	10-00-2005	4,320.93
07/17	07/13/2017	79667	2407	Blue Star Gas	10-00-2005	2,168.96
07/17	07/13/2017	79668	4752	Border Coast Regional Airport Authority	15-00-2005	4,000.00
07/17	07/13/2017	79669	4767	Brookings Harbor Chamber of Commerce	10-00-2005	856.00
07/17	07/13/2017	79670	4878	Brookings Youth Activities	10-00-2005	396.00
07/17	07/13/2017	79671	5070	Canon Solutions America	10-00-2005	826.18
07/17	07/13/2017	79672	3015	Charter Communications	10-00-2005	714.96
07/17	07/13/2017	79673	212	Chem Quip Inc	25-00-2005	1,669.06
07/17	07/13/2017	79674	4533	Fun'd the Fourth	10-00-2005	312.00
07/17	07/13/2017	79675	4928	CIS Trust	20-00-2005	240.00
07/17	07/13/2017	79676	3834	Clean Sweep Janitorial Service	25-00-2005	1,165.00
07/17	07/13/2017	79677	4882	Coastal Heating & Air	10-00-2005	95.00
07/17	07/13/2017	79678	183	Colvin Oil Company	10-00-2005	2,326.67
07/17	07/13/2017	79679	4746	Curry County Treasurer	10-00-2005	528.00
07/17	07/13/2017	79680	173	Curry Equipment	15-00-2005	820.52
07/17	07/13/2017	79681	4534	Daily Journal of Commerce Inc.	55-00-2005	686.40
07/17	07/13/2017	79682	166	Dan's Auto & Marine Electric	10-00-2005	27.73
07/17	07/13/2017	79683	5577	Davis, Teresa	10-00-2005	23.48
07/17	07/13/2017	79684	317	DCBS - Fiscal Services	10-00-2005	431.27
07/17	07/13/2017	79685	185	Del Cur Supply	50-00-2005	1,841.36
07/17	07/13/2017	79686	5156	Desi's Tree Trimming	15-00-2005	800.00
07/17	07/13/2017	79687	749	Emerald Pool & Patio	10-00-2005	2,164.18
07/17	07/13/2017	79688	2186	Ferguson Enterprises Inc #3011	50-00-2005	3,549.94
07/17	07/13/2017	79689	4646	Frontier	10-00-2005	207.39
07/17	07/13/2017	79690	5123	GCB Automation and Marine LLC	25-00-2005	1,170.00
07/17	07/13/2017	79691	269	Grainger	25-00-2005	87.93
07/17	07/13/2017	79692	5784	Don Hodges	20-00-2005	700.00
07/17	07/13/2017	79693	162	Kerr Hardware	10-00-2005	1,326.90
07/17	07/13/2017	79694	5785	Miller, Debra	10-00-2005	208.00
07/17	07/13/2017	79695	4487	Net Assets Corporation	10-00-2005	300.00
07/17	07/13/2017	79696	3603	Norwest Safety	20-00-2005	300.90
07/17	07/13/2017	79697	5008	Online Information Services	10-00-2005	129.04
07/17	07/13/2017	79698	4899	Oregon Coast Auto Detailing	25-00-2005	300.00
07/17	07/13/2017	79699	5155	Oregon Department of Revenue	10-00-2005	1,609.59
07/17	07/13/2017	79700	5390	O'Reilly Automotive, Inc	10-00-2005	47.40
07/17	07/13/2017	79701	798	Dan Palicki	61-00-2005	257.41
07/17	07/13/2017	79702	252	Paramount Pest Control	10-00-2005	50.00
07/17	07/13/2017	79703	5010	Paul's Tractor Service	10-00-2005	150.00
07/17	07/13/2017	79704	5691	Ritz Safety LLC	15-00-2005	510.48
07/17	07/13/2017	79705	3309	Roberts & Associates	50-00-2005	220.00
07/17	07/13/2017	79706	5730	Spectrum Reach	32-00-2005	1,000.00
07/17	07/13/2017	79707	142	Tidewater Contractors Inc	25-00-2005	8,637.50
07/17	07/13/2017	79708	5787	U Printing.com	10-00-2005	4,359.64
07/17	07/13/2017	79709	990	UPS	20-00-2005	79.12
07/17	07/13/2017	79710	2122	Cardmember Service	10-00-2005	5,621.21
07/17	07/13/2017	79711	169	Waste Connections Inc	10-00-2005	1,861.12
07/17	07/13/2017	79712	5786	Wild Rivers Mushroom Club	32-00-2005	2,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/17	07/13/2017	79713	301	Woudstra Concrete Finishing	15-00-2005	370.00
07/17	07/20/2017	79714	4508	AICPA Payment - Dues	10-00-2005	265.00
07/17	07/20/2017	79715	4734	Aramark Uniform Services	10-00-2005	162.88
07/17	07/20/2017	79716	303	Associated Bag Company	25-00-2005	495.91
07/17	07/20/2017	79717	5790	Best Western Premier	10-00-2005	395.55
07/17	07/20/2017	79718	5004	Blumenthal Uniforms & Equipment	10-00-2005	57.40
07/17	07/20/2017	79719	1373	Cascade Fire Equipment	10-00-2005	646.17
07/17	07/20/2017	79720	528	Caselle, Inc	10-00-2005	425.00
07/17	07/20/2017	79721	528	Caselle, Inc	25-00-2005	15,390.00
07/17	07/20/2017	79722	822	Coast Auto Center	10-00-2005	653.98
07/17	07/20/2017	79723	1740	Code Publishing Company Inc	10-00-2005	137.70
07/17	07/20/2017	79724	1674	Correct Equipment Inc	25-00-2005	1,110.96
07/17	07/20/2017	79725	1357	Curry County Clerk	55-00-2005	571.00
07/17	07/20/2017	79726	2384	Curry County Road Dept	25-00-2005	168.00
07/17	07/20/2017	79727	284	Day Management Corp	10-00-2005	8,678.26
07/17	07/20/2017	79728	1	Matthew Bennett	20-00-2005	166.40
07/17	07/20/2017	79729	1	Ken & Barbara Martin	20-00-2005	284.14
07/17	07/20/2017	79730	1	Kevin O'Rear	20-00-2005	26.43
07/17	07/20/2017	79731	1	Rich Ruppert	20-00-2005	25.73
07/17	07/20/2017	79732	1	Janice Scanlon	20-00-2005	256.26
07/17	07/20/2017	79733	1	Steven Sirchuk	20-00-2005	235.73
07/17	07/20/2017	79734	1	Larry & Linda Womack	20-00-2005	32.49
07/17	07/20/2017	79735	4357	Hemlock Street Properties LLC	10-00-2005	660.00
07/17	07/20/2017	79736	2640	Dyer Partnership Inc., The	55-00-2005	43,425.63
07/17	07/20/2017	79737	773	Environmental Resource Associates	25-00-2005	307.46
07/17	07/20/2017	79738	5676	Ewing Irrigation Products Inc	50-00-2005	830.58
07/17	07/20/2017	79739	5781	Farmhouse Networking	49-00-2005	52.50
07/17	07/20/2017	79740	3342	Fastenal	15-00-2005	10.14
07/17	07/20/2017	79741	2186	Ferguson Enterprises Inc #3011	50-00-2005	5,649.00
07/17	07/20/2017	79742	4646	Frontier	25-00-2005	1,067.33
07/17	07/20/2017	79743	5078	Geotechnical Resources, Inc	50-00-2005	3,290.00
07/17	07/20/2017	79744	5172	Gowman Electric, Inc	50-00-2005	454.89
07/17	07/20/2017	79745	198	Grants Pass Water Lab	20-00-2005	756.00
07/17	07/20/2017	79746	5754	iFocus Consulting Inc	30-00-2005	9,600.00
07/17	07/20/2017	79747	5526	L.N. Curtis & Sons Inc	10-00-2005	180.47
07/17	07/20/2017	79748	5789	Moss Adams LLP	10-00-2005	9,150.00
07/17	07/20/2017	79749	283	Muffler & More	15-00-2005	30.00
07/17	07/20/2017	79750	1844	My-Comm, Inc	10-00-2005	73.00
07/17	07/20/2017	79751	3159	NorthCoast Health Screening	10-00-2005	334.00
07/17	07/20/2017	79752	3561	Oil Can Henry's	10-00-2005	46.48
07/17	07/20/2017	79753	5603	Oregon Assoc of Municipal Recorders	10-00-2005	450.00
07/17	07/20/2017	79754	5174	Oregon Travel Experience	10-00-2005	149.00
07/17	07/20/2017	79755	5791	Jake Pieper	10-00-2005	52.00
07/17	07/20/2017	79756	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
07/17	07/20/2017	79757	5772	PowerPhone Inc	10-00-2005	109.00
07/17	07/20/2017	79758	207	Quill Corporation	10-00-2005	1,554.84
07/17	07/20/2017	79759	3	Ken & Barbara Martin	20-00-2005	89.59
07/17	07/20/2017	79760	5691	Ritz Safety LLC	25-00-2005	2,639.09
07/17	07/20/2017	79761	3499	Simplot Grower Solutions	15-00-2005	221.11
07/17	07/20/2017	79762	5195	Sonsray Machinery LLC	15-00-2005	280.04
07/17	07/20/2017	79763	797	Town & Country Animal Clinic	61-00-2005	243.00
07/17	07/20/2017	79764	3752	Trace Analytics, LLC	10-00-2005	80.00
07/17	07/20/2017	79765	1412	Triangle Pump & Equipment Inc	53-00-2005	25,357.42
07/17	07/20/2017	79766	5788	Vikki's Custom Alterations	10-00-2005	102.00
07/17	07/20/2017	79767	169	Waste Connections Inc	25-00-2005	1,026.04
07/17	07/20/2017	79768	151	Western Communications, Inc.	20-00-2005	1,109.10

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/17	07/27/2017	79769	5793	Adler, Sarah	10-00-2005	43.00
07/17	07/27/2017	79770	5792	Aquatic Technology Inc	10-00-2005	2,003.12
07/17	07/27/2017	79771	4608	BMI	20-00-2005	430.00
07/17	07/27/2017	79772	4533	Chetco Activity Center	10-00-2005	43.00
07/17	07/27/2017	79773	183	Colvin Oil Company	10-00-2005	2,457.94
07/17	07/27/2017	79774	182	Coos-Curry Electric	10-00-2005	27,994.07
07/17	07/27/2017	79775	1	George Flippen Sr	20-00-2005	233.77
07/17	07/27/2017	79776	1	Dawn Nichols	20-00-2005	95.00
07/17	07/27/2017	79777	1	Ryan Teal	20-00-2005	233.93
07/17	07/27/2017	79778	1	Shauna Turk	20-00-2005	121.34
07/17	07/27/2017	79779	2640	Dyer Partnership Inc., The	57-00-2005	31,000.14
07/17	07/27/2017	79780	749	Emerald Pool & Patio	10-00-2005	65.10
07/17	07/27/2017	79781	5676	Ewing Irrigation Products Inc	50-00-2005	504.39
07/17	07/27/2017	79782	3342	Fastenal	50-00-2005	2,890.78
07/17	07/27/2017	79783	2186	Ferguson Enterprises Inc #3011	20-00-2005	4,051.98
07/17	07/27/2017	79784	298	Freeman Rock, Inc	20-00-2005	2,738.84
07/17	07/27/2017	79785	5172	Gowman Electric, Inc	50-00-2005	3,898.75
07/17	07/27/2017	79786	5153	Brent Hodges	10-00-2005	50.00
07/17	07/27/2017	79787	4171	In-Motion Graphics	10-00-2005	31.50
07/17	07/27/2017	79788	2	Qifeng Xu	10-00-2005	100.00
07/17	07/27/2017	79789	4324	OGFOA	10-00-2005	110.00
07/17	07/27/2017	79790	798	Dan Palicki	61-00-2005	159.83
07/17	07/27/2017	79791	207	Quill Corporation	10-00-2005	101.92
07/17	07/27/2017	79792	142	Tidewater Contractors Inc	51-00-2005	29,012.50
07/17	07/27/2017	79793	861	Village Express Mail Center	10-00-2005	14.63
07/17	07/27/2017	79794	4694	Travis Wright	10-00-2005	78.00

Grand Totals:

612,581.41

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

M = Manual Check, V = Void Check

Committee Vacancies

Date: August 14, 2017

Re: Vacant Volunteer Positions

Following is a list of all Commission/Committee positions and terms currently vacant:

Position	Held By	Month/ Day	Year Expires	Term/ Years
Budget #1	VACANT	2/1	2018	3
Budget #3	VACANT	2/1	2019	3
Public Art #1	VACANT	11/1	2017	3
Public Art #4	VACANT	11/1	2018	3
Public Art #5	VACANT	11/1	2018	3
Traffic Safety #1	VACANT	1/14	2018	2
Traffic Safety #2	VACANT	1/14	2019	2

City of Brookings Urban Renewal Agency Meeting MINUTES

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

Monday, June 26, 2017

Call to Order

Chair Pieper called the meeting to order at 8:04 PM, immediately following the City Council meeting.

Roll Call

Agency present: Chair Jake Pieper, Directors Bill Hamilton, Roger Thompson and Dennis Triglia; Director Brent Hodges was absent; Ex Officio Shawntisha Bailey present; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Finance & Human Resources Director Janell Howard, and City Recorder Teri Davis.

Agency minutes

Director Triglia moved, Director Thompson seconded and Council voted unanimously with an advisory "aye" from Ex Officio Bailey to approve the June 12, 2017 Agency minutes as written.

Public Hearing/Resolution

Transfer of Appropriations for FY 2016-17

Finance & Human Resources Director Howard provided the staff report.

Director Triglia moved, Director Hamilton seconded and Council voted unanimously with an advisory "aye" from Ex Officio Bailey to adopt Resolution 17-R-1116 [approving appropriation transfers for the Brookings' Urban Renewal Agency for 2016-17].

Agency Comments

There were no agency comments.

Adjourn

Director Triglia moved, Director Thompson seconded and Council voted unanimously by voice to adjourn at 8:07 PM.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2017:

Jake Pieper, Chair

Teri Davis, City Recorder

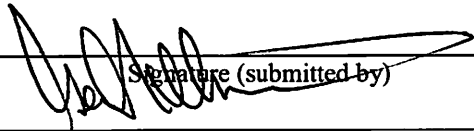
CITY OF BROOKINGS

URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: August 14, 2017

Originating Dept: Executive Director


Signature (submitted by)

Executive Director Approval

Subject: Funding Request from Mike and Alex Frederick – Chetco Brewing

Recommended Motion:

Discussion and direction to staff. Alternatives might include:

- Directing staff to develop a grant agreement with the Frederick's in the amount of \$40,000 or some other amount.
- Directing staff to develop a loan agreement with the Frederick's in the amount of \$40,000 or some other amount.
 - Identify the source of funding (i.e. loan from City; reduced allocation to Railroad project).
 - If a loan, provide direction on terms: interest rate, deferred payment, term.
- Deny the request.
- Request assistance from the South Coast Development Council in developing a financing structure for the Chetco Brewing project.

Financial Impact:

Request is for \$40,000 in Urban Renewal Funds which would require restructuring other internal budgets and borrowing.

Background/Discussion:

Mike and Alex Frederick, owners of Chetco Brewing Company, are seeking a \$40,000 grant for to fund improvements to the former Worlton Auto Body building at 830 Railroad Street. The subject property is located within the boundaries of the Urban Renewal Area.

The Fredericks plan to relocate, expand and consolidate their current business located at 927-A Chetco Avenue and at a location in the unincorporated area. According to a letter dated August 3, 2017, the estimated cost of building renovations/façade improvements is \$98,475. The \$40,000 request is actually based upon the estimated cost of developing a 30-space customer parking lot at the site.

The Fredericks report that when they secured financing for the project they did not realize that they would be required to provide onsite paved customer parking as required in the Brookings Municipal Code. The Fredericks report that they plan to develop an on-site tap room and with a seating capacity of 120, which would require 30 paved customer parking spaces. It is staff's understanding that the plan is to relocate the brewing facility as well, which would require one additional on-site parking space for each brewery employee. Currently, there are nine

customer/employee parking spaces at the location, which met the requirement for the immediate past use as an auto repair facility.

According to the Fredericks, food service to the brewpub will be provided with food trucks parked outside the building in existing driveways, and with food carts parked inside the building; no kitchen is planned. Plans for the project have not yet been submitted to the Building Department.

In 2007-08 the Agency made 24 matching grants to local businesses for façade improvements. The maximum grant award was \$20,000. No grant funding was provided for parking improvements. In all of those cases, the Agency required the applicant/recipient to provide written proposals from contractors for the proposed work as a basis for awarding funds.

The current gravel area behind the building referred to as a “back lot for parking” was shown in the original development plans in 2002 as an undeveloped area. It was not shown as customer parking or storage, or any other use. It has been staff’s observation that the area has been used primarily as a storage yard.

No money has been budgeted in fiscal 2017-18 for a façade improvement program or for any other business assistance. The 2017-18 budget is as follows:

- \$450,739 for debt service on the 2010 \$3.4 million downtown improvement loan.
- \$391,863 for the Railroad Street improvement project.
- \$25,000 to reimburse the City for Agency administration
- \$10,000 for annual audit and budget/audit publication notices

There are no unallocated funds. The Agency could reduce the contribution to the Railroad Street improvement project, which would require the City to use Fuel Tax Revenue (bumping other approved projects) or borrow more funding from ODOT for this project. The Agency could also borrow money from the City’s General Fund contingency as it did with the Bi Mart project however, the City has already committed these funds for grant matches (see related CAR); funds would need to be redirected from those projects. The Bi Mart debt was repaid with increased property tax revenues from the Bi Mart project, which is likely to be substantially less from the Chetco Brewing project.

The General Fund contingency currently has a balance of \$626,490 and is being maintained at five per cent of the General fund budget in accordance with City Council direction. The contingency is also used for cash flow purposes as tax and other revenues are not received consistently throughout the year.

Staff contacted Shaun Gibbs at South Coast Development Council who indicated that loan funding may be available to address the project funding gap and that non-traditional lender interest rates are typically 9.0-10.0 per cent; Del Norte Economic Development runs at about 8.0-10.0 per cent; Community Lending Works which specializes in micro-loans up to \$100,000 runs around a 9.0-12.0 per cent; Craft3 runs at around 7.0-12.0; SBA is currently at 4.77 per cent fixed rate.

Even though there will be a significant change in use and water/sewer service demand converting an auto body shop to a brewpub, no additional payment of water or sewer System Development

Charges will be required. The City Council adopted an ordinance in 2016 exempting change of use from the application of SDC's.

If financing is to be considered, the Fredericks should be required to show financial need based upon their business plan, budget and applications submitted to their financing institutions. If they worked through an organization like SCDC, the appropriate financial data could be obtained and privacy could be retained. SCDC would collect the information and make recommendations to the City.

The City is a member of South Coast Development Council, an agency that specializes in assisting business development. Their services would be available at no charge to assist the Fredericks in securing the necessary funding for their project through traditional and non-traditional financial sources.

The Fredericks have inquired about the City waiving the parking requirements or deferring construction paving the parking for some period of time. The parking requirements are development standards adopted by Ordinance. There is no current mechanism to authorize a waiver or deferral.

Attachment(s):

- a. Letter from Chetco Brewing Company
- b. Worlton Site Plan 2002
- c. Email from Community Planner
- d. Façade improvement project history
- e. Sample façade grant application
- f. Façade improvement program guidelines

Chetco Brewing Company
927 A Chetco Avenue
Brookings, OR 97415



August 3, 2017

City Manager Gary Milliman
Mayor Jake Pieper
Councilors Brent Hodges
Dennis Triglia
Roger Thompson
Bill Hamilton

Dear Gentlemen,

Chetco Brewing Co has been looking for a space in Brookings where we can bring the Brewery and the Tap Room together. We think we may have found it in the Worlton building. The Worlton's are willing to do an owner carry, and we are in the process of getting approved for an equipment (\$73135.00), building renovations/facade improvements (\$98475.00) and working capital (\$28390.00) loan.

In order for us to move forward with our expansion, we have to leap an unforeseen hurdle. We were surprised by the fact that even though the Worlton's have been using the back lot for parking since 2006, if we purchase the building, we will be required to pave it. Although their gravel lot has been used for years to store RV's, heavy equipment and damaged vehicles, if we open any business other than an auto body shop, we are required to pave it. By the time we came to this realization, our budget had been maxed out. This additional \$40,000 cost is money we don't have and the bank won't give us.

We are reaching out to the City Council to see if there might be a way to award Chetco Brewing Co some Urban Renewal Funds.

While we realize the Fund is currently empty, we got the idea from the last City council meeting, when the council voted to lease and improve a private lot in the downtown core district, to support local businesses, by borrowing against the fund with the intention of having the City paid back at a later date. Our understanding is that two objectives of UR Funds are to "assist property owners in rehabilitating buildings so they can accommodate more intensive and dynamic use, and help create economic vitality by encouraging uses that bring a significant number of potential shoppers and investors."

We believe we will be doing that with the Worlton building by adding an oceanview deck, a stainless brewhouse and creating an inviting Tap Room.

We would like to officially request \$40,000 for exterior improvements that we will be matching dollar for dollar, and then some. Below, we have given a brief history of our Companies growth and an idea of how many jobs we expect to create. We thank you in advance for your time.

Mike and Alex Frederick

In operation since 2013, Chetco has experienced a minimum sales growth rate of 61% over the last 4 years. With a boot strap mentality and work ethic, Chetco has expanded their brewery operations from an 8 gallon pot to a 7 barrel (1 barrel (bbl) = 31 gallons) brew system, opened a Tap Room and taken on managing large scale community events. Chetco is quickly outgrowing both it's Brewery and Tap Room space. If Chetco stays on pace for the rest of 2017, we will produce over 500 bbls of beer this year. As of May 31, the latest OLCC sales report, we are ranked 132 out of 243 breweries in the state. Emerging cultural trends are driving tourists to breweries. In a Travelocity survey of 1,003 people, more than three-quarters said they would like to go on a trip where they visited craft breweries and sampled local beer. Over 10 million people toured small and independent craft breweries in 2014. Two of the top six metro areas for Beer Tourism are Portland OR and Santa Rosa CA. Brookings sits right between them and is a great spot to spend the night, enjoy the *local* microbrewery on your way to one or the other.

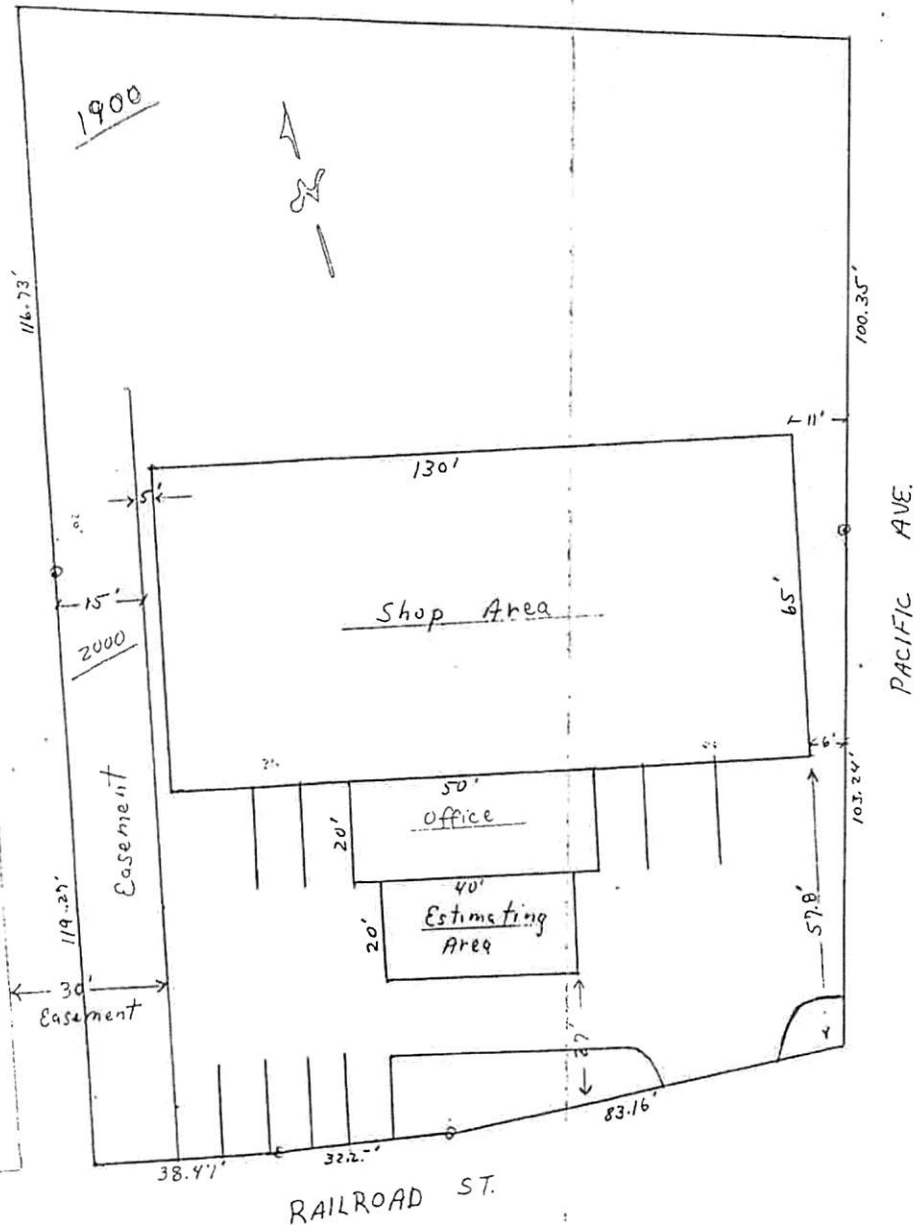
Studies demonstrate that craft breweries, and craft beer, are good for communities and their economic growth. A 2014 study found that in Oregon the economic impact per adult, 21 and older, was a positive \$631.00 per person, per year. In 2016 Curry County had 85% people aged 18 and older. Rounding that down to 80% 21 and older, there is an estimated 18,170 people over 21 in Curry County. A micro-brewery in Brookings could mean a potential economic impact of \$5.7 million per year as we grow- just in the Brookings-Harbor area.

In 2014 68% of visitors to Portland participated in some beer related experience. Microbreweries directly and indirectly create jobs and build up the local economy. The Local Multiplier Effect of microbreweries is over 3 times that of chain stores. Our current payroll supports the equivalent of 5.07 full time employees. If we are able to expand into the Worlton building, we anticipate adding a minimum of 4 full time equivalent positions in the first year, and 5 more in the second.

Appendix:

<https://www.brewersassociation.org/communicating-craft/travelocity-debuts-new-beer-tourism-index/>

WORLTON AUTO BODY
 Railroad Street, Brookings, OR.



Applicant: William and Cecelia Worlton

Assessor's No: 41-13-06 DB Tax Lots 1900 & 2000

Location: northwestern corner of Railroad Street and Pacific Avenue

Size: 25,780 square feet (.59 acre)

Zone: C-3 (General Commercial)



Gary Milliman

From: Mark Schexnayder
Sent: Wednesday, August 02, 2017 4:24 PM
To: Gary Milliman
Cc: Garrett Thomson; Tony Baron
Subject: RE: Worlton
Attachments: 20170802161908.pdf

Gary,

Yes, there is a site plan map that was provided.

The area behind the existing building is shown as pervious area (undeveloped).

On April 2, 2002 the Brookings Planning Commission approved an application for a Conditional Use Permit (CUP-2-02) to construct a auto body repair and paint facility on a 17,892 square foot lot located in the northwest corner of Railroad Street and Pacific Avenue; identified as Assessor's Map 41-13-06-DB. Tax Lot 2000; Zoned C-3 (General Commercial). The Conditions of Approval for CUP-2-02 required that the applicant shall provide no less than **six (6)** parking spaces as shown on the approved plot plan. All outdoor parking and vehicle maneuvering areas shall be constructed pursuant to the provisions of Section 92 (BMC), Off-Street Parking and Loading Regulations, of the Land Development Code, be paved and striped (Condition of Approval # 16).

On July 2, 2002 the Brookings Planning Commission approved an application for a Minor Change (CUP-2-02/MC-1) to an approved Conditional Use Permit to construct a auto body repair and paint facility on a 25,780 square foot lot located in the northwest corner of Railroad Street and Pacific Avenue; identified as Assessor's Map 41-13-06-DB, Tax Lots 1900 and 2000; zoned C-3 (General Commercial). The Conditions of Approval for CUP-2-02/MC-1 required that the applicant shall provide no less than **nine (9)** parking spaces as shown on the approved plot plan. All outdoor parking and vehicle maneuvering areas shall be constructed pursuant to the provisions of Section 92 (BMC), Off-Street Parking and Loading Regulations, of the Land Development Code, be paved and striped (Condition of Approval # 16).

From: Gary Milliman [mailto:gmilliman@brookings.or.us]
Sent: Wednesday, August 2, 2017 4:00 PM
To: Tony Baron
Cc: Mark Schexnayder; Garrett Thomson
Subject: Worlton

Is there a site plan from when Worlton's was developed that indicates the use of the gravel area behind the building?

Gary Milliman
City Manager, MPA/USC, CCM/ICMA
City of Brookings
898 Elk Drive
Brookings, OR 97415
541-469-1101 | Fax 541-469-3650



Facade Improvement Program Overview

as of 1/29/2013
Total available, 06-08 \$ 275,568 * Project Total 24

Total Match: \$ 275,545 (Paid out)

Balance : \$ 23 (rounded)

URAC Approved Projects			Total	Committed	Running	Amount	Year
#	Physical Address	DBA	Cost	FIP Match	Balance	Paid	Completed
1	815 Railroad	Coos Curry Electric	11,290	5,645	269,923	5,645	2006
2	509 Chetco Ave	Colours Gallery	2,700	1,350	268,573	1,350	2006
3	624 Fleet St	Fitzgerald Building	860	430	268,143	430	2006
4	515 Chetco Ave	Gallery Restaurants	5,514	2,757	265,386	2,757	2006
5	611 Spruce	Roberts & Associates	19,940	9,970	255,416	9,970	2007
6	630 Fleet St.	Brookings Natural Foods	3,500	1,750	253,666	1,750	2006
7	554 Chetco Ave	Lorings Lighthouse	50,000	20,000	233,666	20,000	2007
8	815 Railroad	Coos Curry Electric (signage)	6,932	3,466	230,200	3,466	2006
9	555 Chetco Ave	Brookings Chiropractic	46,800	20,000	210,200	20,000	2007
10	410 Oak St.	Azalea Lane	41,225	20,000	190,200	20,000	2006
11	365 Wharf	Bernie Bishop Mazda	21,500	10,750	179,450	10,750	2007
12	517 Chetco Ave	Babin & Keusink, PC	6,154	3,077	176,373	3,077	2007
13	2 Ross Road	The Center	44,672	20,000	156,373	20,000	2007
14	704 Chetco	Curry Collections	42,440	20,000	136,373	20,000	2007
15	549 Chetco	(vacant)	38,200	19,100	117,273	19,100	2008
16	604 Railroad	Local Market	35,000	17,500	99,773	17,500	2007
17	620 Hemlock	Humane Society Thrift Shop	35,821	17,911	81,862	17,911	2007
18	509 Chetco	Exotic Wood	7,500	3,750	78,112	3,727	2007
19	621 Chetco	Theatre	46,410	20,000	58,112	20,000	2008
20	609 Chetco	Suzie Q's	14,050	7,025	51,087	7,025	2008
21	519 Chetco	Chetco Plaza	80,438	20,000	31,087	20,000	2007
22	654 Chetco	Banana Belt	1,600	800	30,287	800	2007
23	520/522 Hemlock	Storage facility	20,574	10,287	20,000	10,287	2008
24	702 Chetco	His Haven of Hope	53,600	20,000	-	20,000	2008

\$636,720

Total Paid \$ 275,545

Unpaid Committed Balance	\$	-
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*** includes additional \$6373 approved by Council for 702 Chetco project**

\$361,153 Leveraged
11,481 Avg Grant

SEP 27 2007

Per: [Signature]**FACADE IMPROVEMENT PROJECT CHECKLIST**

Applicant: Emma McMillan Date Received: _____
 Property owner: Chuck Fidoeff Received By: [Signature]
 Property Address/Bus. Name: His Haven of Hope

If owner is not applicant – is owner's written authorization included? Yes ☒ No ☐

Estimated Funding: Total \$ <u>40,000</u> Grant \$ <u>20,000</u>
Architect/Designer \$ _____

- ☒ Completed/signed application
- ☒ Preliminary design drawings
- ☒ Evidence of property and/or business ownership
- ☒ Photographs of site
- ☒ Description of methods and materials to be used
- ☒ Color and/or material samples
- ☒ Location map
- ☒ Three bids/quotes with itemized cost estimates for work in excess of \$5,000
- N/A ☒ Itemized costs/paid invoice if designer/architect used

Summary of Approved Project: _____

Additional Information Required: _____

_____ Recv'd On: _____

Approved Grant Amt: \$ _____ Scheduled Completion date: _____

Approvals: UR Advisory Comm on: _____ By UR Agency on: _____

Extension Requested/#days: _____ Project Completed On: _____

Revised Due Date: _____ Total Project Cost: \$ _____

Supporting Documentation: Itemized Invoices ☐ Copies of Cancelled Checks ☐

Building Inspection on: _____ Final Approval on: _____

P.O. Issued on: _____ Total Grant Amount Paid: \$ _____

CITY OF BROOKINGS

Urban Renewal Agency

FACADE IMPROVEMENT PROGRAM



APPLICATION

1. Applicant Information:

Name(s): EMMA McMillan 97415
Address: 01015 Winchuck river rd Brookings
Phone: Work- 469-9376 Home- 5414690748 Cell- 661 0212
Legal Form: Sole Proprietorship ☐ Partnership ☐ Corporation ☒
Profit ☐ Non-Profit ☒

Tax ID No: _____

2. Building / Business to be Rehabilitated:

Name: His Haven of Hope
Address: 702 Chetco Ave
Tax Map & Lot Number: 4113-06DA

3. Owner of Property (If other than applicant):

Name: Chuck Fioreoff (Outreach Gospel Mission)
Street: 702 Chetco Ave
City: Brookings State: OR ZIP: 97415

4. Brief Description of Exterior Facade Improvements: (Please be prepared to submit color and/or material samples, if applicable, for Design Committee review).

Hardi Board

Exterior siding, Exterior paint, Exterior lighting, ~~roofing~~, New windows, doors
Please note building is sagging so
building needs to be lifted before
project remodel begins. ~~work not~~

5. Estimated Total Cost of Facade Improvements: \$ 40,000

Note: 50% of this amount, not to exceed \$20,000, is the maximum amount eligible for potential reimbursement.

6. In addition to facade improvement, is other work planned at the same time or under the same contract? If yes, a clear separation and delineation of all such costs must be attached.

Yes: ☒ No: ☐

Total of all facade work: \$ 40,000

Total of all other work: ^{up to} \$ ~~42,500~~ \$4000-

7. Source of Matching Funds: Individual contributions
ASKing for \$20,000 from U.R.A.

8. Planned Project Start Date: 9/26/07

Planned Project Completion Date: 10/26/07

NOTE: The Brookings Urban Renewal Agency will review the proposed Facade Improvements Proposal and advise the applicant of any recommended changes. Some proposed improvements may not be funded by the agency.

Certification By Applicant

The applicant certifies that all information provided in this application is true and complete to the best of the applicant's knowledge and belief. If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into the agreement to perform the work proposed in this proposal.

Evidence of this authority must be attached.

[Signature]
Applicant Signature

9-9-07
Date

[Signature]
Property Owner Signature

9-12-07
Date

Return application with required attachments to:

City of Brookings
Urban Renewal Agency
898 Elk Drive
Brookings, OR 97415

Proposal and Contract

Date 9-26- 20 07



Building & Remodeling the Wild Rivers Coast

PO Box 6163 • Brookings, OR 97415 • (541) 469-5021

Thomas A. Serna

To _____

Dear Sir:

_____ propose to furnish all materials and perform all labor necessary to complete the following:
① Install new moisture barrier ② install new windows (remove old windows)
③ Install new Fiber cement siding. ④ Caulk all seams + miters. ⑤ 2 coats latex
paint on all new surfaces. ⑥ Repair under-structure (\$4600⁰⁰)

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of _____

Payments to be made _____ Dollars (\$ 44600⁰⁰)

as the work progresses to the value of _____ percent (_____ %) if all work completed.

The entire amount of contract to be paid within _____ days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms thereof.

Respectfully submitted by _____

Lic. No. 162866

ACCEPTED

< _____
Date _____ 20 _____

* If any dispute arises between the parties to this agreement and a legal action is filled, then the prevailing party shall recover his reasonable attorney fees.

WeatherKing Painting & Repairs

Thomas Serna
P.O. Box 4064
Brookings, Oregon 97415
541-469-6000
541-251-0098
CCB# 47669

Proposal and Contract

DATE Sept 26, 2007

To: HIS Haven of Hope
702 Chetco Ave

Dear Sir:

We propose to furnish all materials and perform all labor necessary to complete the following:

1. Install New windows
2. Install New doors
3. Install New moisture barrier
4. Install New caulking where necessary
5. Mask all window walkways & where necessary
6. Apply 2 finish Coats Body & Trim (color to be picked by owner)
7. Remove Masking & Clean Up

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of \$ 47,795.00.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted by,

Thomas Serna

Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which you agree to pay the amount mentioned in said proposal, and according to the terms thereof.

Accepted by,

X _____

Date _____

* If any dispute arises between the parties to this agreement and a legal action is filed, then the prevailing party shall recover his reasonable attorney fees.

JH & SON PAINTING, LLC

PO Box 596
Brookings, OR 97415

Phone # 541-469-3310
Fax # 541-469-1991

Submitted To:

His Haven of Hope

Phone #

Cell #

Fax

Proposal

Custom & Remodel Home
Specialists
Painting • Drywall
Wood staining and Finishing
Pressure Washing
CCB # 147040

Date

9/25/07

Estimate #

Location: *702 Chetco Ave Br.*

Item	Description	Total Proposal Amount:
	<i>Exterior Painting spot prime caulk instal siding drywall repair, instal new new windows and (understructure repair. \$48,000). Labor & Material</i>	

Total Proposal Amount: \$ *49,000 00*

DRYWALL:

- ☐ 35 % @ Starting
35 % @ Hanging
30 % @ Tape & Texture
- ☒ Progressive
☐ Time & Material

PAINTING:

- ☐ Progressive with 100% paid upon completion.
☐ Time & Material

Painting Labor will be billed out at a rate of \$ 38.00 per hour for Time and Material jobs.

Drywall Labor will be billed out at a rate of \$ 56.00 per hour for Time and Material jobs.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in substantial workmanlike manner.

Any alteration or deviation from specifications involving extra costs will be executed only upon the written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance upon above work. Workers Compensation and Liability Insurance on above work to be taken out by J.H. and Son Painting, LLC.

This proposal may be withdrawn by us if not accepted within 30 days.

Respectfully submitted, John I. Barbic

Please sign proposal and return.

Proposal Faxed:

Proposal accepted:

Comments:

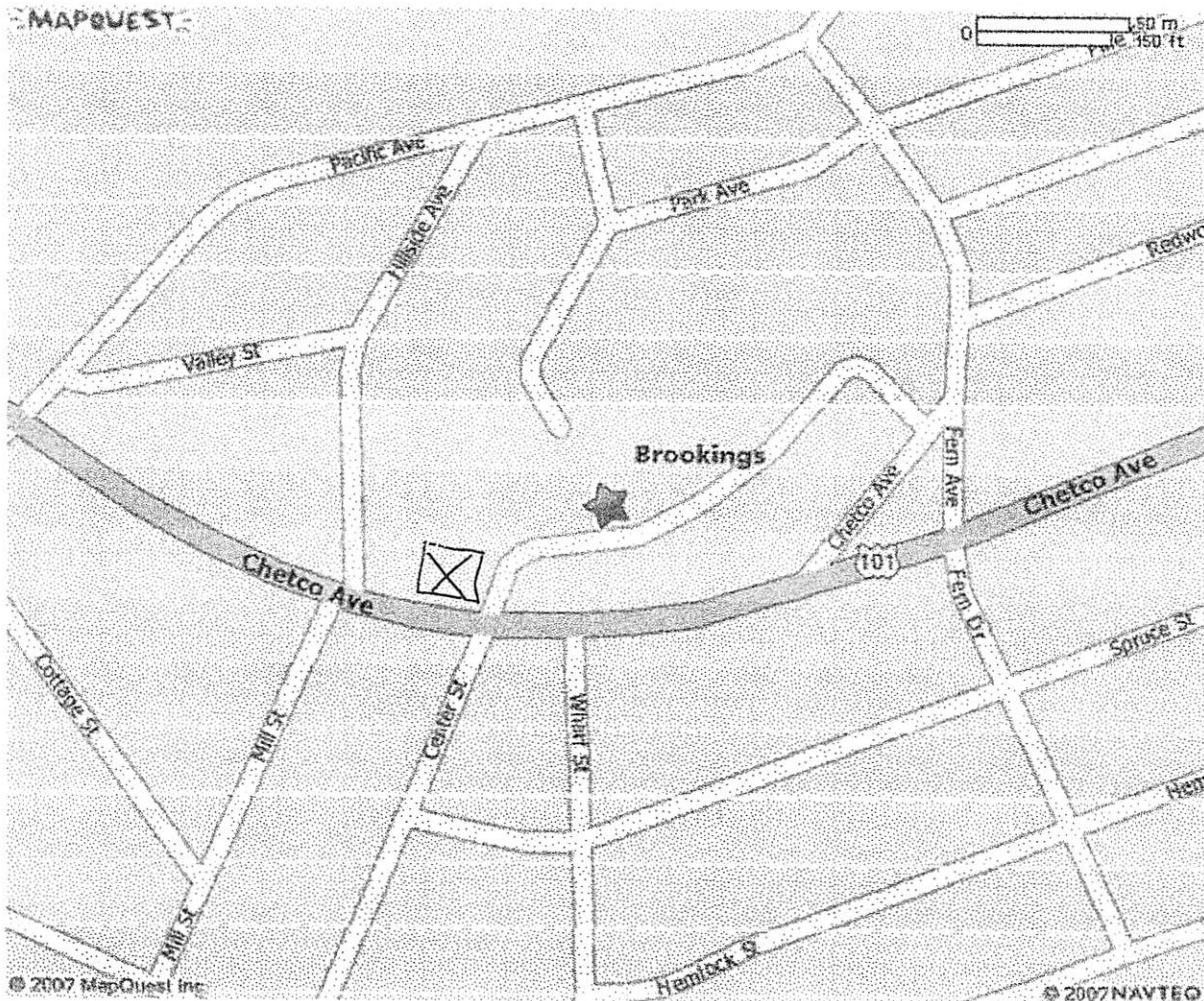
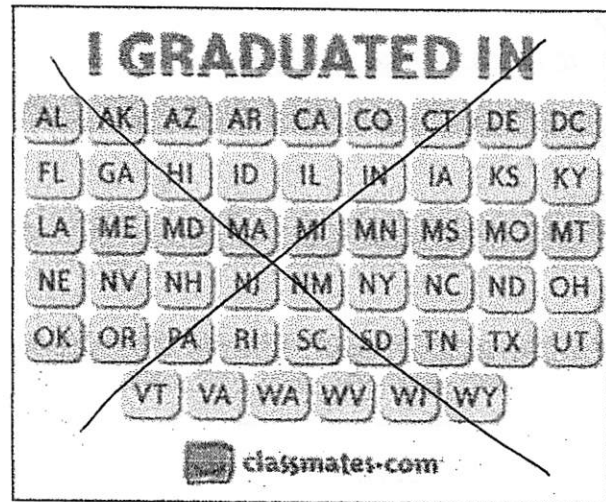
Date:



Brookings OR
US

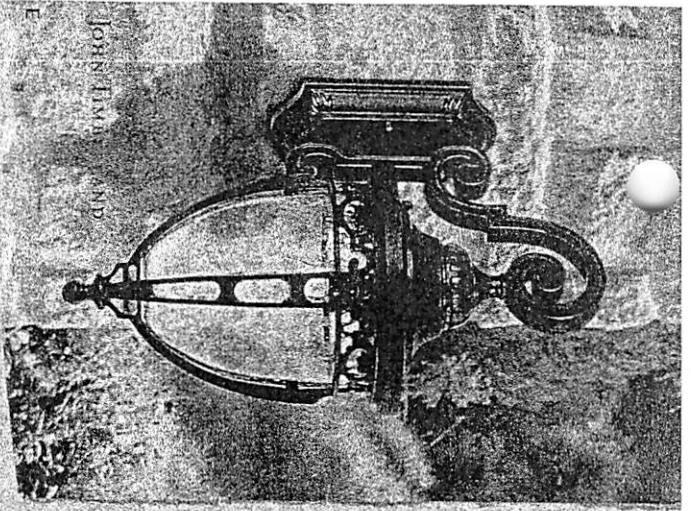
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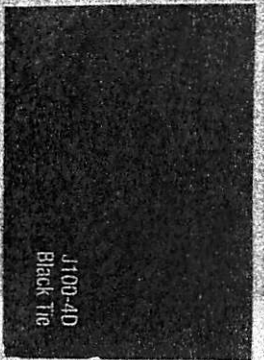


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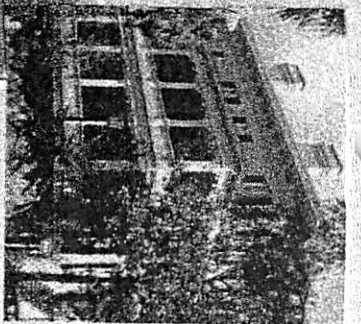


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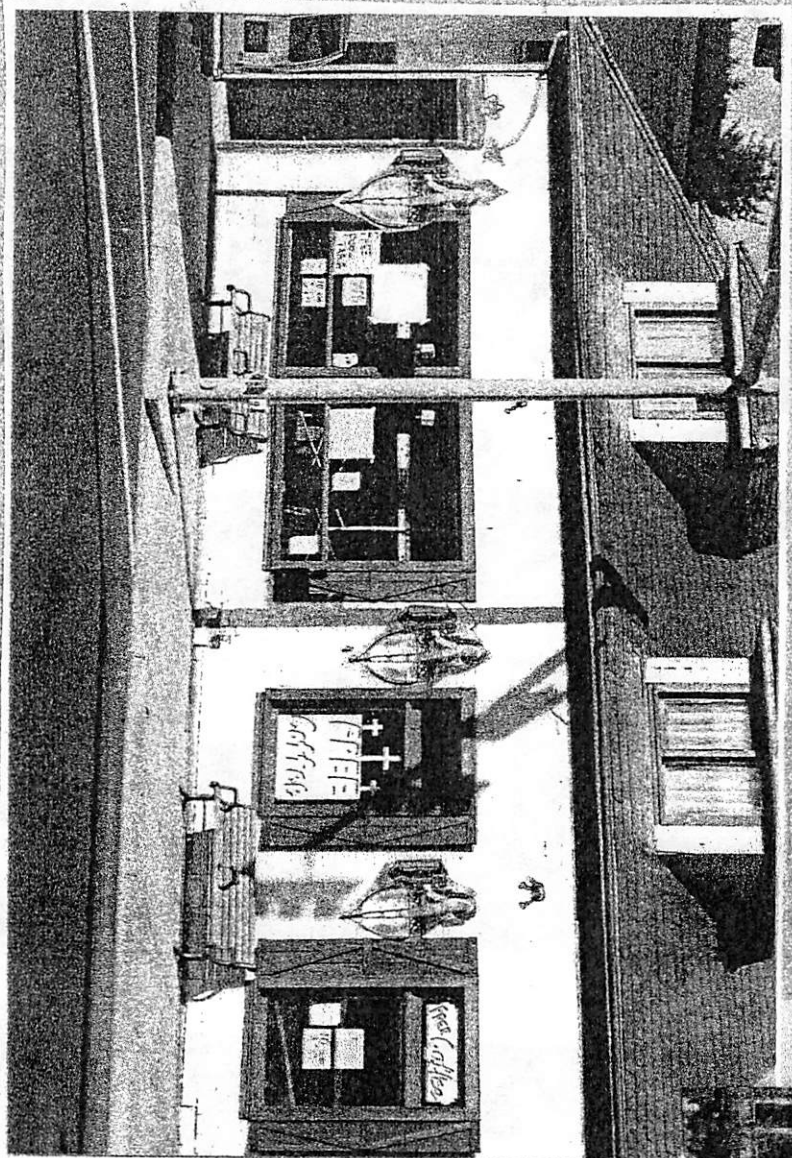
SHUTTERS/DOORS

J100-4D
Black Tie



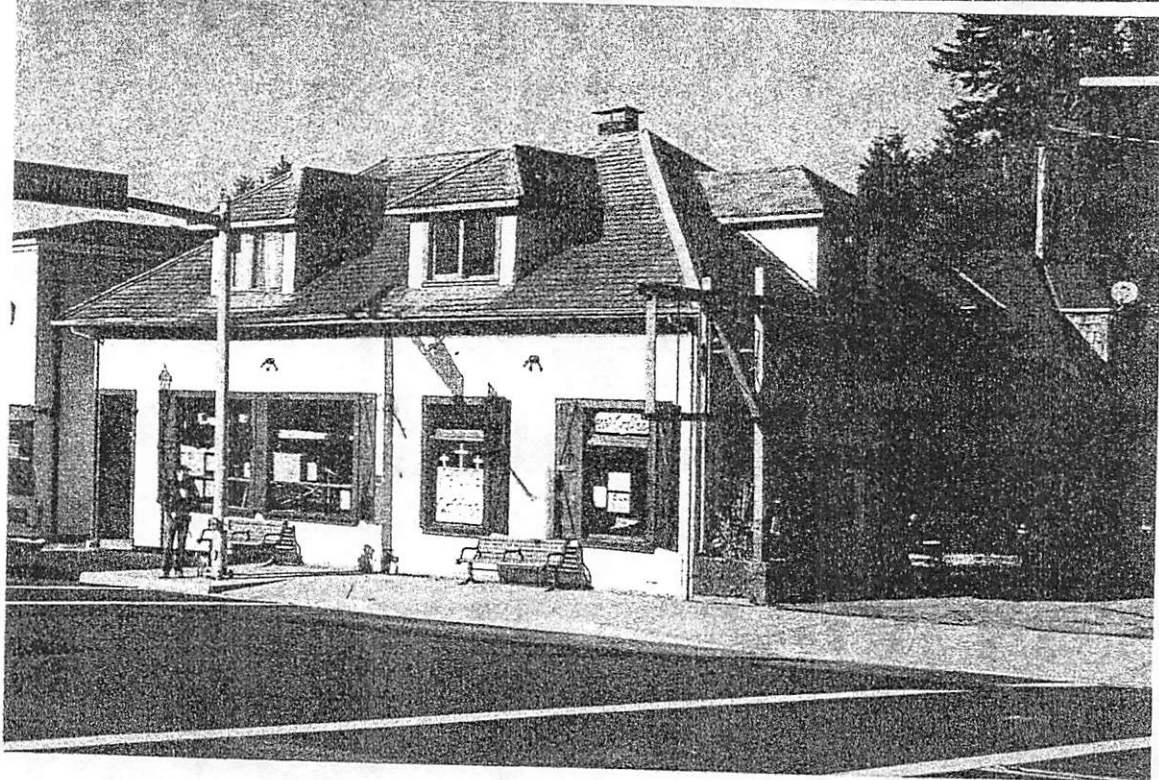
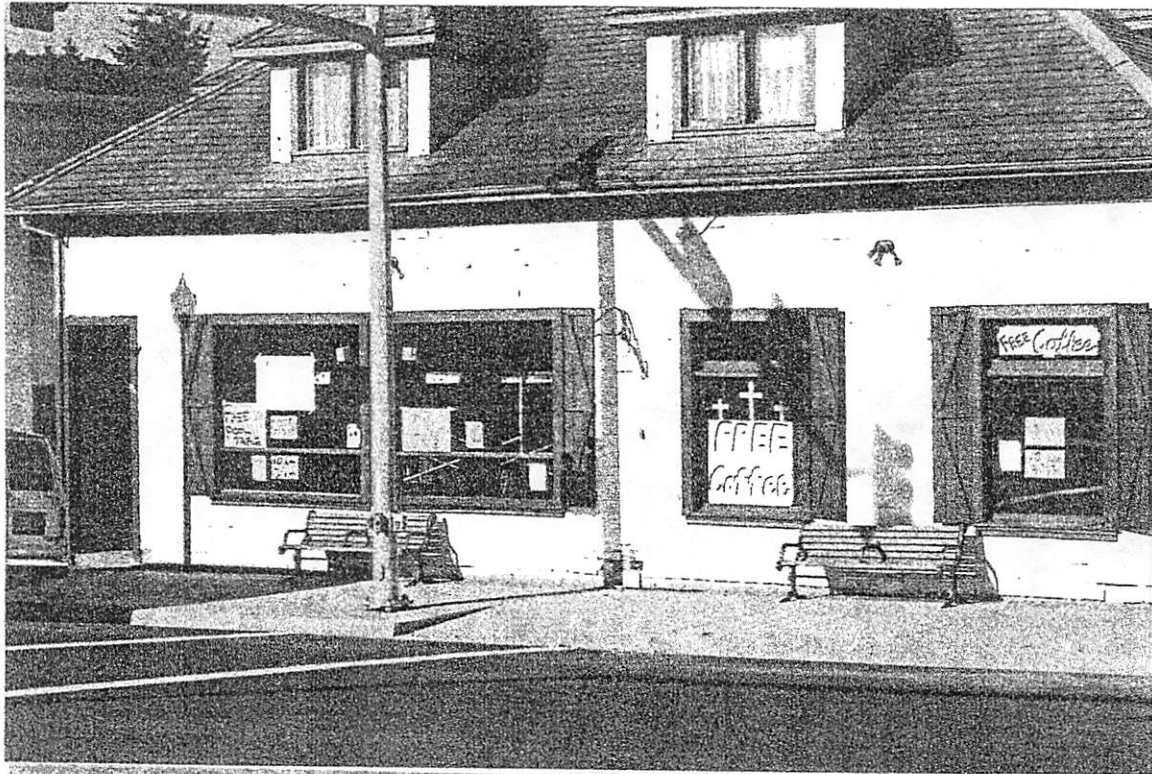
Siding

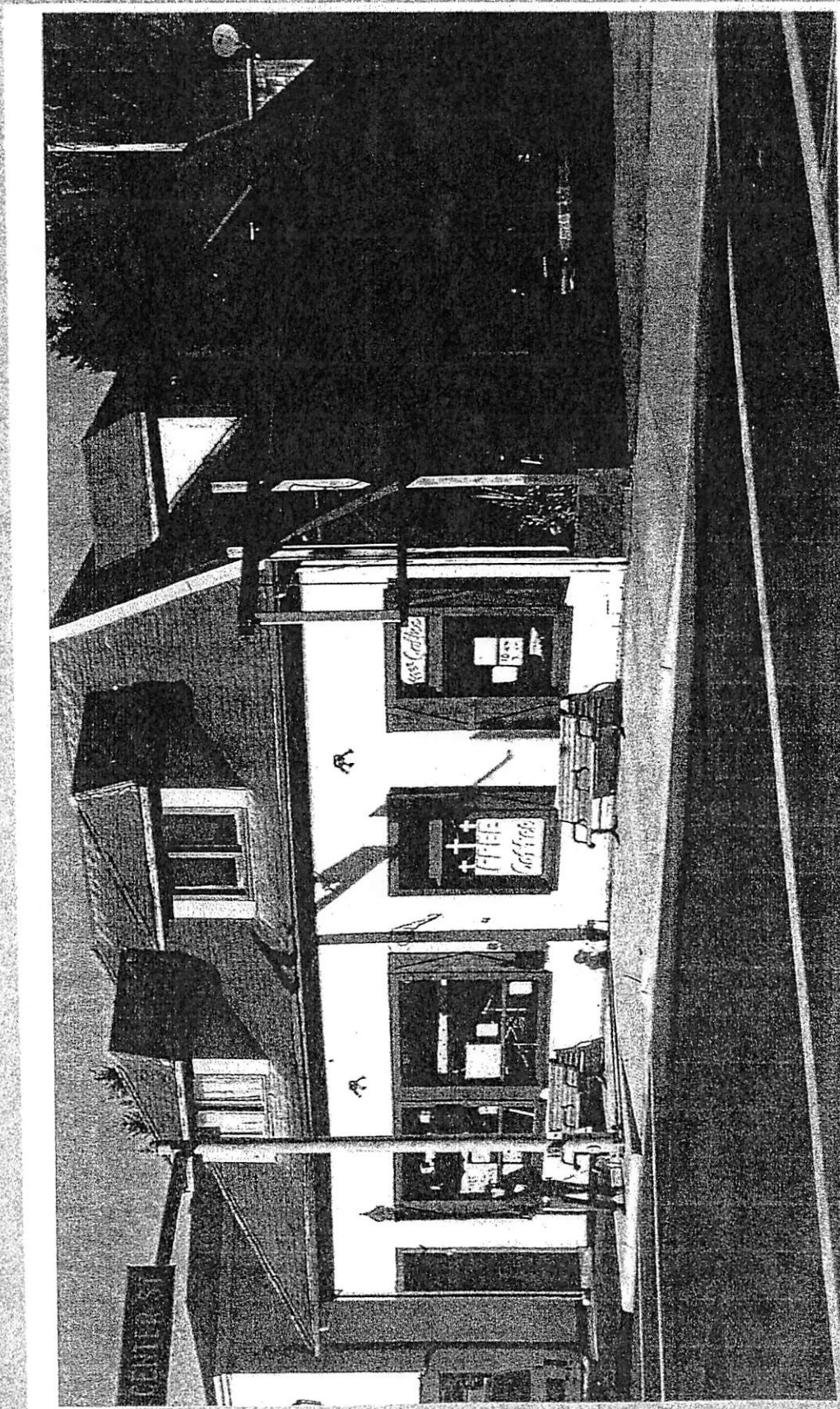
MADE IN
C.R.A.



A16

Violet Winstrel
A16-1





#1771

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT is made by and between VIDAL SOBERON and JODY WALTON hereinafter called the "Sellers", and OUTREACH GOSPEL MISSION, hereinafter called "Buyer".

In consideration of the performance of the terms, covenants, and conditions herein contained, Sellers agree to sell and Buyer agrees to purchase the following described real property on the following terms and conditions:

That certain parcel of real property located in Curry County, Oregon, more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference ("the property"), and includes all improvements thereto, and all fixtures and all personal property and appliances existing and located on the property and any known fixtures belonging to said property stored elsewhere, with the exception of the items listed on Exhibit 2 hereto.


THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

(1) **PURCHASE PRICE:** The purchase price and true and actual consideration is TWO HUNDRED FORTY SIX THOUSAND DOLLARS (\$246,000) payable as follows: TWO THOUSAND DOLLARS (\$2,000) in cash or certified funds is to be paid into escrow as earnest

money upon acceptance of this contract. The balance of TWO HUNDRED FORTY FOUR THOUSAND DOLLARS (\$244,000) is to be paid at the close of escrow.

(2) **TITLE REPORT AND INSURANCE:** Buyer, at buyer's own expense, shall obtain a title report and title insurance on the subject property, prior to closing, reflecting clear and unencumbered title to the property.

(3) **ESCROW AND CLOSING:** Closing of this real estate transaction shall occur on December 20, 2007 or at such other time as the parties shall mutually agree in writing. The sales escrow shall be administered by First American Title Company, and closing shall occur at their Brookings office. All escrow costs (other than the cost of title insurance) shall be divided evenly between Sellers and Buyer.

 (4) **BUYER'S CONTINGENCIES:** Buyer's obligations under this agreement are contingent upon Buyer obtaining satisfactory financing in a timely manner and upon Buyer's approval of preliminary and final title reports. Buyer agrees to make a good-faith effort to obtain acceptable financing, but both parties understand that Buyer's lender may require removal of asbestos from improvements to the property as a prerequisite to a loan.

(5) **CONVEYANCE AND TRANSFER:** Conveyance of title is to be made via a Statutory Warranty Deed, to be delivered to Buyer upon payment of the full purchase price, and closing of escrow.

(6) **LEASE PAYMENTS:** Buyer shall pay to Sellers lease payment of TWO THOUSAND DOLLARS (\$2,000), payable on the last day of each month starting August 31, 2007, every month until the full purchase price is received by Sellers.

(7) **POSSESSION:** Buyer shall be entitled to possession of the property from and after the date of closing of escrow.

(8) **TAXES:** All taxes due prior to closing shall be paid by Seller at closing. All taxes due for current tax year shall be pro-rated between Seller and Buyer as of the date of closing.

(9) **BUYER'S AND SELLERS' REMEDIES:** If title to the property is not marketable, (or cannot be made marketable within thirty days after a written notice of the defects is delivered to the Sellers), or if Sellers refuse or fail to complete the sale, the earnest money will be refunded to Buyer subject to all applicable "collected funds" statutes, rules, and/or regulations. Additionally, Sellers will pay the cost of title insurance, escrow fees and reasonable legal fees incurred by Buyer. Buyer does not waive his right to pursue other applicable remedies if he accepts a refund of the earnest money pursuant to this provision.

If all contingencies are satisfied, Sellers have complied with all of their obligations under this contract, a title report reveals clear and marketable title to the property, and Buyer fails or refuses to complete the sale, the earnest money shall be applied first to costs of the aborted sale, including costs of escrow, and the remainder shall be distributed to Sellers as liquidated damages. This shall constitute Sellers' sole remedy in the event of default by Buyer.

(10) **TAX STATEMENTS:** Unless a change is requested, all tax statements shall be sent to the following address: Chuck Fidroe, Outreach Gospel Mission, P.O. Box 993, Brookings, Oregon 97415.

(11) **REPRESENTATION BY ATTORNEY:** Paul Pierson, Attorney, represents

Buyer only; if Sellers desire legal assistance, Sellers are advised to contact an attorney of Sellers' own choice.

8.15.07

Date



Vidal Soberon, Seller

8.15.07

Date




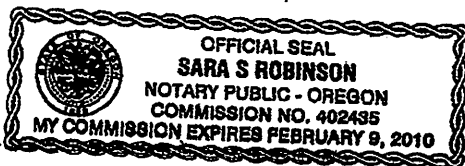
Jody Walton, Seller

STATE OF OREGON)

) ss.

County of Curry)

On the 15 day of August, 2007 before me personally appeared Vidal Soberon and Jody Walton and acknowledged the foregoing instrument to be their voluntary act and deed.



Notary Public for the State of Oregon

8-15-2007 

Date

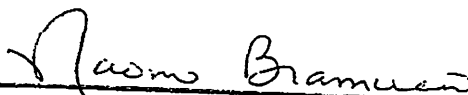
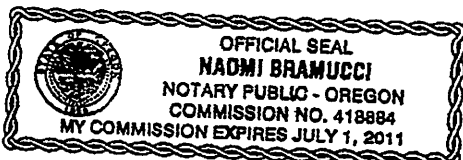
Charles Fidroeff, authorized agent for
Outreach Gospel Mission, Buyer

STATE OF OREGON)

) ss.

County of Curry)

On the 15 day of August, 2007, before me personally appeared Chuck Fidroeff, authorized agent for Outreach Gospel Mission, and acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public for the State of Oregon



Urban Renewal Agency

June 15, 2007



RE: Facade Improvement Program

Dear Business or Commercial Property Owner:

As a business or commercial property owner within the Brookings Urban Renewal Area, you may be eligible to receive **matching grant funds** to help you pay for improvements to your business or commercial property.

This program is part of the community's overall effort to improve the appearance and business climate of downtown Brookings. In short, the **Facade Improvement Program** provides funding for improvements that enhance the appearance of your business or commercial property in grant amounts **up to \$20,000!**

Qualifying improvements includes things like:

- New awnings
- Window treatments
- Exterior paint
- Replacement of deteriorating siding
- New signs
- And more...

(Just remember, these funds can't be used to pay for projects that have already been completed – only new projects may qualify).

So, if you've been thinking about improving your business or commercial property, remember, the City of Brookings Urban Renewal Agency may be able to **help you pay** for those improvements.

To make it easy, I've enclosed a brochure, a Facade Improvement Program application and a copy of the project guidelines that will help explain just how the program works.

Please call 1-541-469-1100 if you have any questions.

Best regards,

Pete Chasar

Pete Chasar, Chair
Urban Renewal Advisory Committee



FACADE IMPROVEMENT PROGRAM GUIDELINES

This is a reimbursement program designed to provide financial aid for businesses and property owners who rehabilitate buildings within the Urban Renewal District of Brookings in order to alleviate blight and improve the area's overall appearance.

PROCEDURAL BASICS

- Provides matching grant funds or loans for improvements within the Urban Renewal District.
- Funding amount is based on project need and available funding allocated by the Urban Renewal Agency (URA) Board of Directors (City Council).
- Applications are processed as they are received
- Approved project costs are reimbursed after paid in full by the applicant.

BUILDING FACADE IMPROVEMENT MATCHING GRANTS

- Business or property owners can receive up to \$20,000 in matching grant funds per business, up to a maximum of \$40,000 in any one fiscal year. "Matching funds" means that the owner will be reimbursed for half of approved project costs when the project is completed.
- The minimum value of any project to be considered for a grant is \$2500.
- Design consultant fees, when a professional designer is utilized for the project, are eligible for up to 10% of the total project cost or \$5,000, whichever is less.
- To qualify for matching funds, exterior design details and colors must be approved by the Urban Renewal Advisory Committee (URAC).
- Applications for the "same" improvement on any property within 5 years of an approved project will not be accepted.

Funds can be used for structural and aesthetic facade improvements clearly visible from the public right-of-way.

GENERAL GUIDELINES

1. This program will not provide any funds for work completed prior to application approval, other than design consultant fees as described above.
2. Exterior facades shall be updated and integrated into a design that complements adjacent structures to provide a harmonious composition of masses, materials, colors, and textures. Submission of color and/or material samples, as applicable, will be required with your application.
3. Lighting standards and fixtures shall be of a design and size compatible with the building and adjacent areas.

4. Building components, such as windows, doors, eaves and parapets, shall be coordinated with the design theme and proportional with each other.
5. Design attention shall be given to mechanical equipment or other utility hardware so as to screen them from view to the extent feasible.
6. Signs will be a part of the architectural concept. Size, materials, color, lettering and location shall be harmonious with the building design and the number of signs shall be minimized.
7. The URAC, at its discretion, may consider other conditions or building appurtenances.

COLOR GUIDELINES

Because repainting is one of the easiest, most cost-effective ways to enhance a property — or an entire downtown area — the following color guidelines are a key part of the Brookings Urban Renewal Program.

Basic color guidelines:

- Choose exterior colors that harmonize rather than contrast with surrounding buildings. In short, color should not be used as a "sign" or to attract attention. Intense or extremely bright colors or radical patterns create disharmony that makes the Urban Renewal District look less attractive.
- Using harmonizing colors does not limit you to the same colors as your neighbors. There is broad latitude in these color guidelines.
- When considering color, be sure to include all elements of your property: walls, fences, planters, signs and other accessory structures.
- Keep it simple. Too many different colors or too many shades of a color are distracting and tend to cheapen a building's appearance.
- Natural materials, like stone or brick, usually are more interesting and attractive when left in their unpainted, natural states, and require less maintenance.

Suggested colors: The sample colors and color combinations provided are only examples to help you select the right color scheme for your property. There are no hard, fast rules. The important thing is to follow the spirit of these guidelines. Photo copies of the sample color combinations are attached and original color chip samples are on file in the City Manager's office.

DESIGN REVIEW COMMITTEE

The URAC is hereby designated as the Design Review Committee (DRC). After the DRC determines that an application is complete and meets program objectives, the application will be forwarded to the City Manager for further processing.

The DRC shall function as the body that determines whether the project meets the mission and purpose statements of the Facade Improvement Program. Their project funding recommendations will be forwarded to the URA for final approval.

The attached facade illustration can be used as a guide in your preparation for meeting with the DRC. A drawing or photos of your facade with any planned modifications detailed will be very helpful.

PROCESS

In addition to a completed application form, your application packet needs to include:

- preliminary design drawings
- evidence of property and/or business ownership
- photographs of the site
- description of methods and materials to be used – including color and/or material samples
- location map
- itemized cost estimates from a licensed contractor
- itemized cost estimates from a professional design consultant, if one is to be utilized.
- the amount of matching funds being applied for
- estimated project completion time

Application packets may be obtained from, and completed applications returned to, the City Manager's Office. If the application is complete and conforms to the requirements, it will be forwarded to the URAC for review, evaluation, and recommendation to the URA. The DRC process may also include a site inspection and applicant interview.

If the URA approves the application, the construction phase will be monitored by the City Manager or City Manager's designee.

Construction must be initiated within six months and completed within twelve months of URA approval.

Matching grant funds will be dispersed upon project completion, after final inspection by the City's Building Official and approval of the City Manager.

CONDITIONS AND CONSIDERATIONS

1. The Brookings URA shall have the sole authority to approve an application. A project may be modified and changes required at either the DRC or URA review levels.
2. Projects must comply with approved submitted plans in order to qualify for matching or loan funds.
3. Any changes to the approved project plan, including additions, deletions or substantive modifications, must be approved in advance. Failure to do so will release the URA from any obligation to provide any matching grant funds.
4. Commercial and business applicants must be current with all City taxes, licenses and fees.
5. Street addressing must be brought up to code.
6. All signage on the property must be made code compliant as part of any approved project.
7. If the applicant is not the owner of the property to be renovated, written authorization from the property owner must be submitted with the application.
8. Approved project costs are reimbursed after paid in full by the applicant.
9. Projects in excess of \$5,000 require submittal of a minimum of 3 bids/quotes, unless specifically approved by the City Manager. While the applicant will not be required to use

the services of the low bidder, reimbursement by the City will be computed, and thus limited, as if the low bid contractor had been selected.

10. Applicant has the responsibility for checking with all appropriate entities regarding any necessary regulatory approvals. This application is intended only for accessing this funding program.

DEFINITIONS

Designer means a designer or architect; the designer shall furnish proof of working with a structural engineer and be licensed, bonded, insured, and have all appropriate City licenses. The designer, architect, and structural engineer cannot be the applicant.

ELIGIBILITY

Subject properties must be located within the Urban Renewal District boundary.

Eligible activities: including, but not limited to: rehabilitation of building facades, including masonry cleaning, cornice restoration, new siding, exterior painting, canopies, and window awnings, repair to gutters and downspouts, removal of old signs and replacement of new conforming signs and improvements which enhance the pedestrian environment. Funds may also be used for structural upgrades to a facade wall.

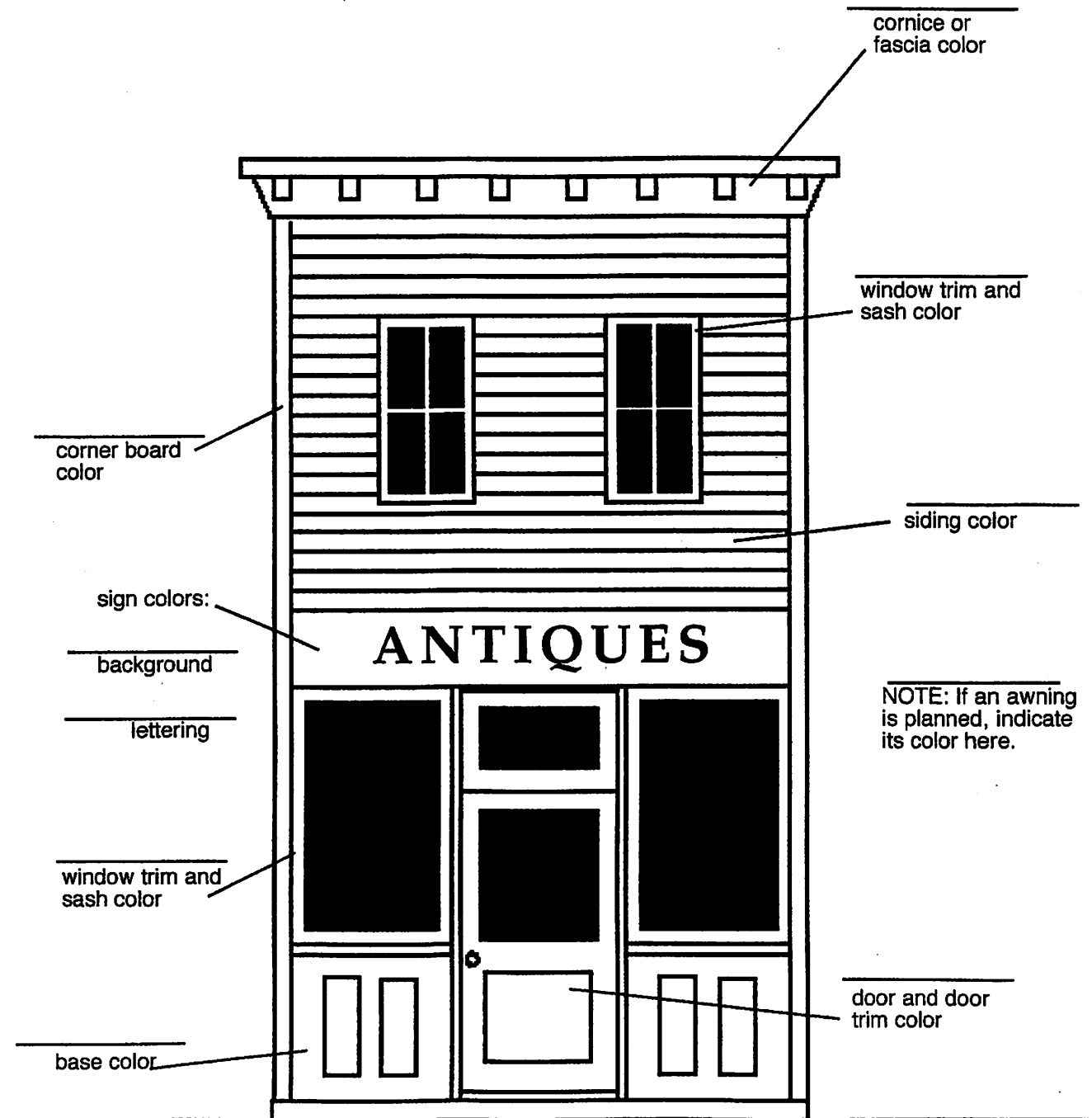
Ineligible activities: including, but not limited to: previously completed projects, security systems, personal property, and billboards.

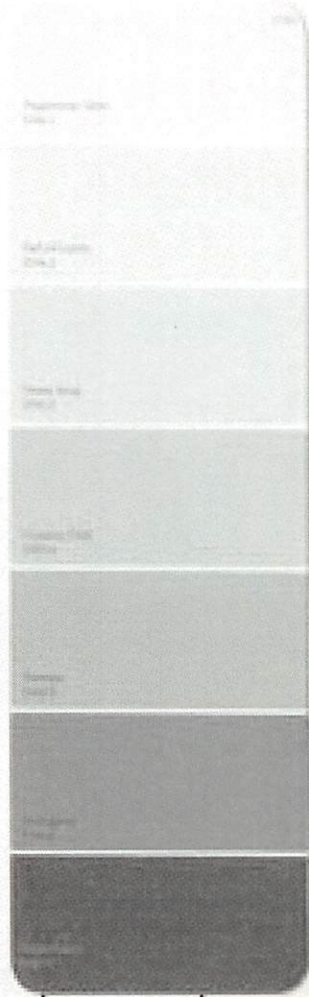
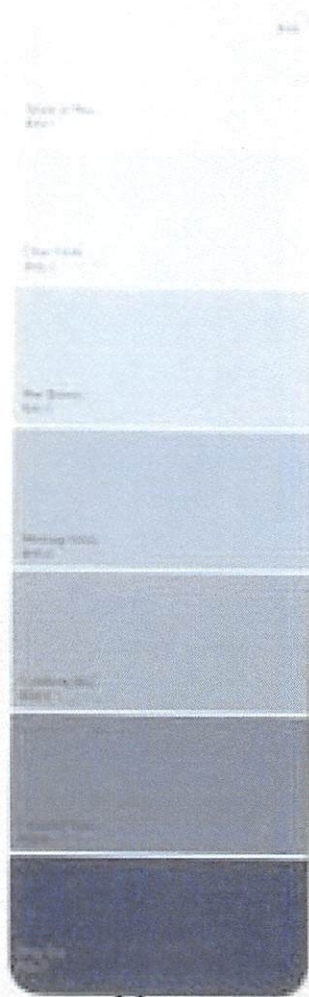
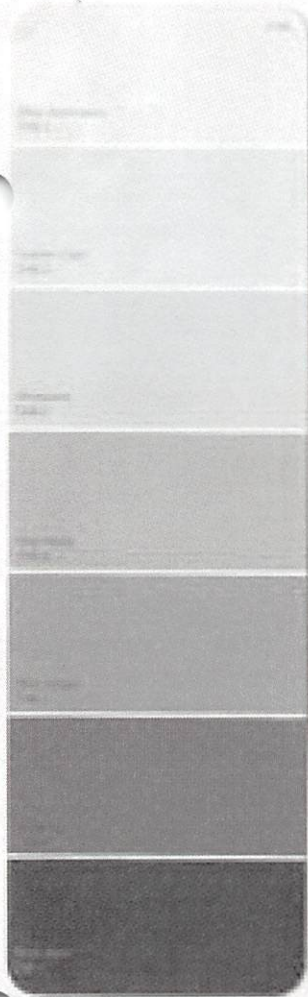
Attachments: Sample Color Combinations

For more information, please contact:

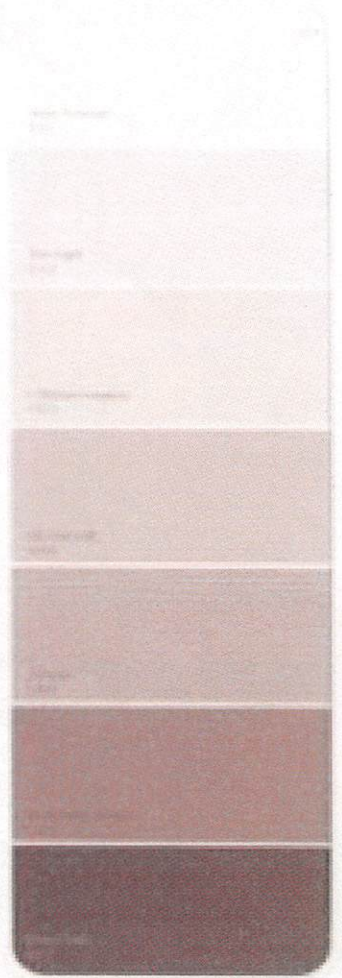
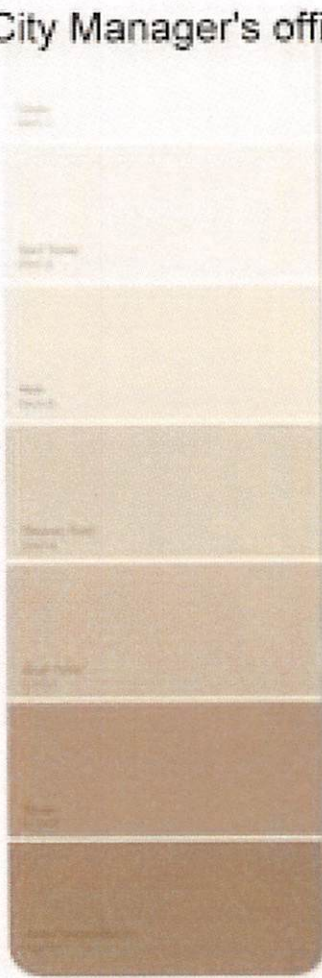
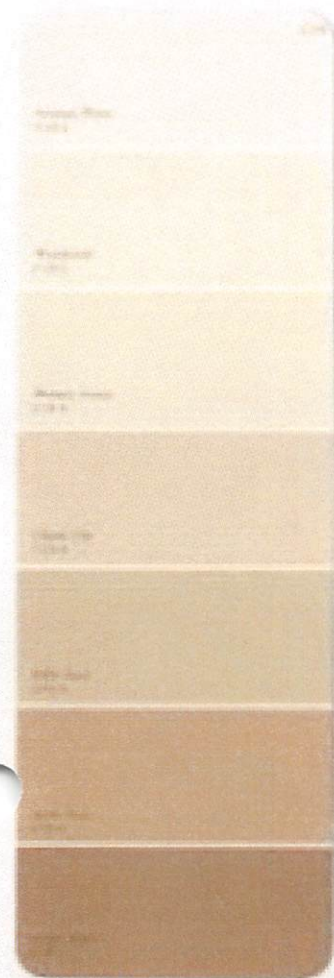
City of Brookings, City Manager
898 Elk Drive
Brookings, OR 97415
541-469-1101

Using color chips or color names, numbers and the brand, indicate your facade colors below.





More accurate color samples
available in the City Manager's office



CITY OF BROOKINGS

Urban Renewal Agency

FACADE IMPROVEMENT PROGRAM



APPLICATION

1. Applicant Information:

Name(s): _____

Address: _____

Phone: Work- _____ Home- _____ Cell- _____

Legal Form: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

Profit ☐ Non-Profit ☐

Tax ID No: _____

2. Building / Business to be Rehabilitated:

Name: _____

Address: _____

Tax Map & Lot Number : _____

3. Owner of Property (If other than applicant):

Name: _____

Street: _____

City: _____ State: _____ ZIP: _____

4. Brief Description of Exterior Facade Improvements: (Please be prepared to submit color and/or material samples, if applicable, for Design Committee review).

5. Estimated Total Cost of Facade Improvements: \$ _____

Note: 50% of this amount, not to exceed \$20,000, is the maximum amount eligible for potential reimbursement.

6. In addition to facade improvement, is other work planned at the same time or under the same contract? If yes, a clear separation and delineation of all such costs must be attached.

Yes: ☐ No: ☐

Total of all facade work: \$ _____

Total of all other work: \$ _____

7. Source of Matching Funds: _____

8. Planned Project Start Date: _____

Planned Project Completion Date: _____

NOTE: The Brookings Urban Renewal Agency will review the proposed Facade Improvements Proposal and advise the applicant of any recommended changes. Some proposed improvements may not be funded by the agency.

Certification By Applicant

The applicant certifies that all information provided in this application is true and complete to the best of the applicant's knowledge and belief. If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into the agreement to perform the work proposed in this proposal.

Evidence of this authority must be attached.

Applicant Signature

Date

Property Owner Signature

Date

Return application with required attachments to:

City of Brookings
Urban Renewal Agency
898 Elk Drive
Brookings, OR 97415