

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, November 14, 2016, 7:00pm**

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

### **CITY COUNCIL**

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Ceremonies**

1. Candle Lighting Day Proclamation [Pg. 3]

#### **E. Scheduled Public Appearances**

1. Introduction of new employees

#### **F. Public Hearings and Ordinances**

1. A Public Hearing on File LDC-1-16 for consideration of revisions to require a minor change to an approved short-term rental conditional use permit when the subject property changes ownership. [Advance Packet]
2. Ordinance 16-O-762 Amending Section 17.104.030 of Chapter 17.104, Home Occupations and Amending Section 17.124.140 of Chapter 17.124, Specific Standards Applying to Conditional Uses, Title 17, Land Development Code, of the Brookings Municipal Code. [Advance Packet]
3. Ordinance 16-O-765 amending Brookings Municipal Code Section 13.10.360 of Chapter 13.10, Pretreatment Devices – Installation and Maintenance [Advance Packet]

#### **G. Oral Requests and Communications from the audience**

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

#### **H. Staff Reports**

1. Award of contract for replacement of water and wastewater infrastructure in Railroad Street [PWDS, Pg. 4]
  - a. Bid Tabulation [Pg. 5]
  - b. Recommendation Letter [Pg. 6]
2. Modification of bid amount for 2016-17 street rehabilitation work [PWDS, Pg. 7]
  - a. Cost Calculation [Pg. 8]

- b. October 10, 2016 Council Agenda Report [Pg. 9]
- 3. Public Utility Easement for sewer main [PWDS, Pg. 11]
  - a. Easement [Pg. 12]
- 4. Wild Rogue Relay [Parks, Pg. 16]
- 5. Elmo Williams Memorial Plaque [Parks, Pg. 17]
  - a. Location Sketch [Pg. 18]
  - b. Sample Plaque Design [Pg. 19]
  - c. Barbara Wieneke Letter [Pg. 20]
- 6. Azalea Park Nature Trail Extension & Improvement Project [Parks, Pg. 21]
  - a. Trail Map [Pg. 22]
  - b. Agreement [Pg. 23]
- 7. Disposition of Chetco Inn [City Manager, Pg. 61]
  - a. Fort Bragg Advocate News article October 27, 2016 [Pg. 63]
  - b. Santa Rosa Press Democrat article March 23, 2015 [Pg. 64]
  - c. Santa Rosa Press Democrat article June 22, 2015 [Pg. 67]
  - d. BALLOTPEdia description of initiative measure [Pg. 69]
- 8. Intergovernmental Agreement for Building Inspection Services [City Manager, Pg. 74]
  - a. Draft intergovernmental agreement [Pg. 75]

**I. Consent Calendar**

- 1. Approve Council Minutes for October 24, 2016 [Pg. 81]

**J. Non-Action Items**

- 1. October Vouchers [Pg. 85]

**K. Remarks from Mayor and Councilors**

**L. Adjournment**

\*Obtain Public Comment Forms and view the agenda and packet information on-line at [www.brookings.or.us](http://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 *Proclamation*

**WHEREAS**, every year in the United States nearly 150,000 infants, children, teens, and young adults die and countless tens of thousands are born still or are miscarried; and

**WHEREAS**, we recognize that our children are our country's, our state's and our city's most valuable resource; and

**WHEREAS**, the work of local chapters of The Compassionate Friends provides a caring environment in which bereaved parents, siblings and grandparents can work through their grief with the help of others traveling the same road; and

**WHEREAS**, the Compassionate Friends Worldwide Candle Lighting on the second Sunday in December has become a symbolic day when these children are remembered around the globe.

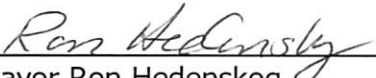
**NOW, THEREFORE**, I, Ron Hedenskog, Mayor of the City of Brookings, Oregon, do hereby declare and proclaim the second Sunday of December 2016, as

## *Worldwide* *Candle Lighting Day*

**AND, THEREFORE**, I encourage all residents to observe this day by lighting a candle for one hour at 7 p.m. in support of bereaved families in the City of Brookings and participate in other appropriate activities in remembrance of all children who have died.

### *In Witness Whereof,*

I, Mayor Ron Hedenskog, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 14<sup>th</sup> day of November, 2016.

  
\_\_\_\_\_  
Mayor Ron Hedenskog

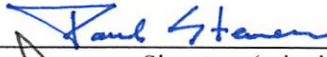


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: PWDS

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Award of contract for replacement of water and wastewater infrastructure in Railroad Street.

Recommended Motion:

1. Motion authorizing the City Manager to execute a contract with Tidewater Contractors, Inc. the lowest responsive bidder, in the amount of \$940,170 for sanitary sewer main and water main replacement in Railroad Street.

Financial Impact:

Schedule A Sewer SDC Funds	\$ 657,575
Schedule B Water SRF Funds	\$ 282,595
<b>Total Bid amount</b>	<b>\$ 940,170</b>

Approved by Finance & Human Resources Director: 

Background/Discussion:

Railroad Street is being reconstructed in two phases. Phase 1 (this phase) adds approximately 1,850 linear feet of 18" diameter sewer mainline pipe and approximately 1,562 linear feet of 10" water mainline pipe. Phase 2 will reconstruct the road and sidewalks.

The sewer portion is completely new and is funded with system development charge (SDC) funds. The water portion replaces a 4" diameter water main line with 10" diameter water main line and is funded with system replacement fee (SRF) funds.

Both improvements are needed to match area development, begin addressing inflow and infiltration issues (sewer) and provide adequate fire flow (water).

Attachment(s): Bid Tabulation and recommendation to award letter from Dyer Partnership Engineers and Planners, Inc.

[Type text]



## TABULATION OF BIDS

<b>Railroad Street Sewer Line Addition &amp; WL Replacement</b> <b>City of Brookings</b> <b>Project No. 145.69</b>	<b>Date: October 12, 2016</b> <b>Bids Received: 2:00 p.m.</b> <b>The Dyer Partnership Engineers &amp; Planners, Inc.</b>
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<u>Name of Bidder</u>	<u>Schedule A</u>	<u>Schedule B</u>	<u>Total Basic Bid</u>	<u>Comments</u>
Tidewater Contractors Inc.	\$657,575	\$282,595	\$940,170	
McLennan Excavation Inc.	\$716,000	\$280,475	\$996, 475	
Emery & Sons	\$669,345	\$340,955	\$1,010,300	



THE DYER PARTNERSHIP  
ENGINEERS & PLANNERS, INC.

October 13, 2016

Gary Milliman, City Manager  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

RE: Railroad Street Sewer Line Addition & WL Replacement  
Project No. 145.69

Dear Gary:

This letter is to recommend action by the City in response to the bids received on October 12, 2016 at 2:00 PM for the above referenced project. Three bids were received, there were no bid irregularities, and all were responsive and responsible. The bids were in the following amounts:

1. \$940,170 by Tidewater Contractors, Inc.
2. \$996,475 by McLennan Excavation, Inc.
3. \$1,010,300 by Emery & Sons Construction Group

We recommend that the City take the following action:

1. Accept the bids.
2. Award a contract to Tidewater Contractors, Inc. in the amount of \$940,170.00.

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

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

Sincerely,

Andrew Hall, PE  
Project Engineer

Enclosure

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: PWDS

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval


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Subject: Modification of bid amount for 2016-17 street rehabilitation work.

Recommended Motion:

1. Motion authorizing the City Manager to execute an addition to the contract with Tidewater Contractor's Inc. for \$30,132.50 making the revised total bid amount \$219,738.75.

Financial Impact: Additional \$ 30,132.50

Approved by Finance & Human Resources Director: 

Background/Discussion:

The original bid for Street Paving Project 2016-17 was approved (including bid alternative 1-Ransom Avenue) for award at \$189,606.25. This approval was made by the City Council at its regularly scheduled meeting of October 10, 2016. The associated Council Agenda Report is attached.

When reviewed, it was determined that the HMAC (Hot Mix Asphalt Cement) tonnage shown on the bid schedule (Bid Item 4: 2" HMAC Overlay) was less than would be required to complete the work.

To provide a cushion in the Street Fund, Ransom Avenue - Alternative 1 has been removed from the work. The additional cost of \$30,132.50 covers the additional asphalt cost to complete the base bid at the unit bid price.

Attachment(s):

Additional cost calculation sheet  
October 10, 2016 Council Agenda Report

City of Brookings, Oregon  
Street Paving Project 2016-17 street rehabilitation work  
2-Nov-16

Original base bid. Includes 522 Tons HMAC	\$ 141,371.25
Additional 626.94 Tons HMAC at bid unit price of \$125/Ton	\$ 78,367.50
Total revised base bid	\$ 219,738.75
Approved base bid with alternative 1	\$ 189,606.25

<i>Additional monies requested</i>	<i>\$ 30,132.50</i>
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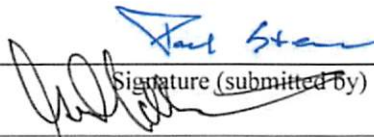


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: 10-10-16

Originating Dept: Public Works


  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Street Pavement Program Fiscal Year 2016-17

Recommended Motion: Motion to authorize the City Manager to enter into a contract with Tidewater Contractors Inc. to repair streets in accordance with the Street Pavement Program 2016-17 Fiscal Year bid documents.

Financial Impact: Funds for this project originate from the gas tax and are administered through the regularly budgeted street fund. Impact to the fund is – \$189,606.25.

Approved by Finance & Human Resources Director: 

Background/Discussion:

In accordance with the Invitation To Bid, Bids were received on September 30<sup>th</sup>, 2016 at 2:00 PM. Bids were publicly opened and read shortly after 2:00 PM. Tidewater Contractors, Inc. is the lowest responsible bidder at \$ 189,606.25. The “engineers estimate” for this work was \$350,000. We are working to identify additional projects.

The bid documents have been reviewed and found to comply with the bid requirements.

Attachment(s):

- a. Bid Abstract

## BID ABSTRACT

**Project – 2016-17 Street Paving Program  
Bid Opening – September 30, 2016 – 2 pm**

### Attendees:

**LauraLee Snook, Paul Stevens – City of Brookings  
Cassie Fitzhugh - Tidewater**

Bidder	Bid
TIDEWATER CONTRACTORS, INC.	\$189,606.25

If necessary - ***“Apparent”*** low bidder as all documents have to be reviewed by Dyer for completeness.

Make copies of all documents received from bidders, scan and email to Mike Dees at Dyer

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: PWDS

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval


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Subject: Public Utility Easement for sewer main

Recommended Motion:

Authorize the City Manager to sign a permanent Public Utility Easement with Coos Forest Protective Association, 415 Redwood Street, for operation, maintenance, repair and replacement of an existing sewer main.

Financial Impact: Recording fees in the amount of \$72.00.

Approved by Finance & Human Resources Director: 

Background/Discussion: During a recent zone change request for property owned by Coos Forest Protection Association located at 415 Redwood Street, staff became aware that the City had failed to obtain an easement for a sewer main that was installed in 1994 when the property was owned by the US Forest Service. Although there was a reference to the easement on the plans for the sewer main, research was not successful in locating a recorded document. This step was evidently overlooked. Coos Forest Protection Association has worked with the City to resolve this issue.

The easement signed by Coos Forest Protection Association will provide the City with permanent ingress and egress for constructing, maintaining or replacing public utilities.

Policy Considerations: Goal 2, 2, provide compliant waste water treatment.

Attachment(s): A. Easement signed by Mike Robison, District Manager, Coos Forest Protection Association

AFTER RECORDING RETURN TO:

City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Mail Tax Statements to: No Change

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**PUBLIC UTILITY EASEMENT**

**Coos Forest Protective Association**, 63612 Fifth Road, Coos Bay, OR 97420, ("Grantors") hereby grants to the City of Brookings, Oregon, a municipal corporation, ("Grantee"), a conditional and non-exclusive easement for the operation, maintenance, repair and replacement of sewer main on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2.

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to make public utility improvements and thereby providing direct and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent right of the Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purpose of constructing, maintaining or replacing public utilities, for so long as Grantee provides public utilities via this easement. Should the Grantee vacate the easement, the easement will revert back to the Grantor without further encumbrance to the property.
2. Grantor agrees not to plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.
3. Grantee agrees to limit operation, maintenance, repair and replacement of the sewer main to only emergency activities during fire season June 1 to November 1.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns, for so long as Grantee utilizes this easement for providing public utilities.

DATED: 10/28<sup>th</sup>/2016

Michael E. Robison  
Mike Robison, District Manager  
Coos Forest Protective Association

STATE OF OREGON  
County of ~~Curry~~ Coos

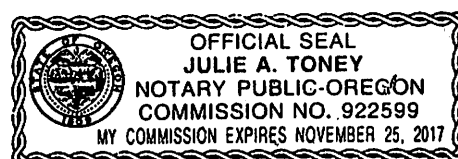
Personally appeared before me this 28<sup>th</sup> day of October, 2016, \_\_\_\_\_

Mike Robison and acknowledged the foregoing instrument as their voluntary act and deed.

Julie A. Toney  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

**ACCEPTED BY GRANTEE:**

\_\_\_\_\_  
Gary Milliman, City Manager  
City of Brookings, Oregon





STATE OF OREGON  
County of Curry

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary Milliman, City Manager of the City of Brookings as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires:

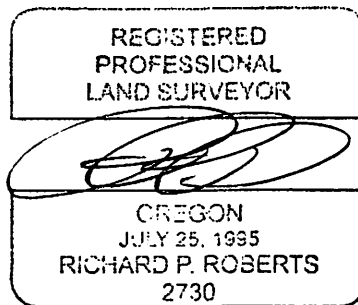
**EXHIBIT A**

An easement for sanitary sewer line over a portion of Lots 1, 2, 3, 4, 5, and 6 in Block 30 of Plat No. 1 Brookings, which was approved and filed December 1, 1920, Curry County, Oregon, included within a strip of land 15 feet wide and lying 7.5 feet on each side of the following described centerline:

COMMENCING at the Northwest corner of said Block 30;

thence, along the Westerly line of said Block 30, South 22°17'33" East (record South 21°50' East) a distance of 174.15 feet to the TRUE POINT OF BEGINNING;

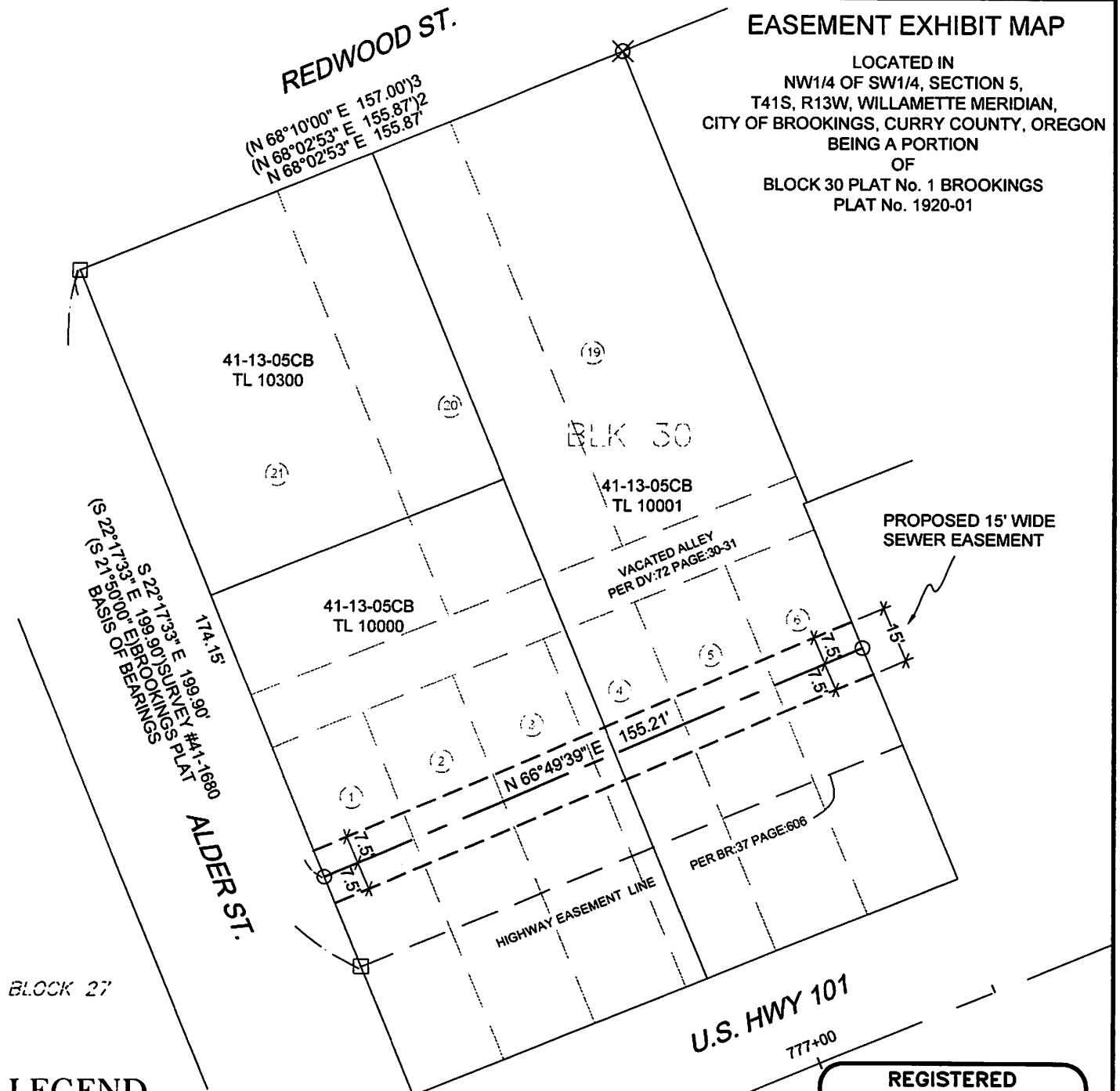
thence North 66°49'39" East a distance of 155.21 feet to the Easterly line of Lot 6, said Block 30 and the terminus of this easement.



EXPIRATION DATE: 12/31/16

# EASEMENT EXHIBIT MAP

LOCATED IN  
NW1/4 OF SW1/4, SECTION 5,  
T41S, R13W, WILLAMETTE MERIDIAN,  
CITY OF BROOKINGS, CURRY COUNTY, OREGON  
BEING A PORTION  
OF  
BLOCK 30 PLAT No. 1 BROOKINGS  
PLAT No. 1920-01



## LEGEND

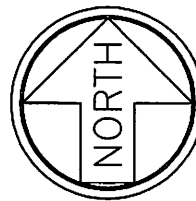
- ⊗ FOUND 3/4" IRON PIPE PER COUNTY SURVEY FILE No. 41-933.
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP STAMPED "PLS 73590" PER COUNTY SURVEY FILE No. 41-1680 & 41-1681.

PREPARED FOR: CITY OF BROOKINGS

DATE: 7/29/16

JOB #: 16-102

**Roberts & Associates**  
LAND SURVEYING INC.



0 SCALE: 1"=40' 40 80 120



**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

**OREGON**  
JULY 25, 1995  
**RICHARD P. ROBERTS**  
2730

**EXPIRES 12/31/16**

611 SPRUCE STREET  
P.O. Box 1599  
Brookings, OR 97415


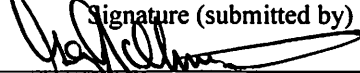
Ph: 541-469-0162  
Fax: 541-469-5456

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: Parks

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval


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Subject: Wild Rogue Relay

Recommended Motion:

Motion to authorize City Manager to waive fees associated with services provided in support of the Wild Rogue Relay and approve a \$2,500 sponsorship for the Rogue Relay 2017 event that will conclude at Azalea Park.

Financial Impact: The \$2,500 sponsorship fee would be appropriated from the Tourism Fund and approximately \$1,100.00 in fees will be waived totaling \$3,600.00.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Staff met with the organizer Jim Brendle of the Wild Rogue Relay event who expressed interest in using Azalea Park for a third year as the terminus for the event on June 17, 2017. At this meeting Jim requested the City be a major sponsor of the run.

The Relay organizers are also requesting that the City waive all fees associated with serving as the terminus for the event, including park use fees and event fees; that the City Public Safety Department assist with conveying runners safely through town; and that the City serve as a \$2,500 level sponsor for the event.

This will be the fifth year for the Relay, and the third year that the event would conclude in Brookings. This event starts at Applegate Reservoir and covers a 215-mile route to the coast. The event organizers are estimating that over 120 teams of 12 people per team will participate in the event. Combined with family members, vendors and other volunteers, this event would bring more than 2,500 visitors to Brookings. Parking for some 220 vans that accompany the runners would be needed at or near Azalea Park; the City would work with the event organizers and adjacent property owners as needed to address this aspect of the event. Organizers report that approximately 40 per cent of those participating in the event stay overnight.

Azalea Park will be used as the terminus for the run, and would be the location of a post-run event that would include food, alcoholic beverages, music and dancing. The Run organizers would also be seeking other local sponsors and vendors.


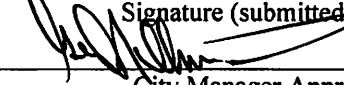


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: Parks


  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Elmo Williams Memorial Plaque

Recommended Motion: to approve the placement of a memorial plaque in the Formal Gardens at Azalea Park, in honor of Elmo Williams.

Financial Impact: The cost of the bronze plaque is \$2,200 to be allocated from the Parks budget. Staff estimates the concrete base the plaque will be mounted in will cost \$350.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

During a Council Workshop in September of 2015, Council considered a request from Barbara Wieneke to change the name of Azalea Park to "Elmo Williams Azalea Park" or provide some other form of recognition for the community service provided by Elmo Williams in Azalea Park. The idea of changing the name of the park wasn't appealing but did agree that recognizing Elmo with a memorial plaque was the best approach.

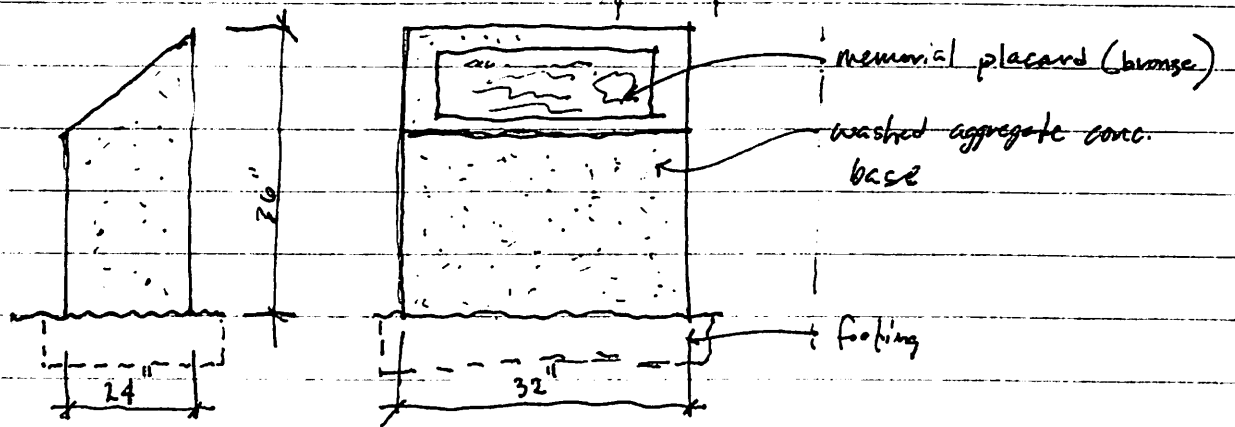
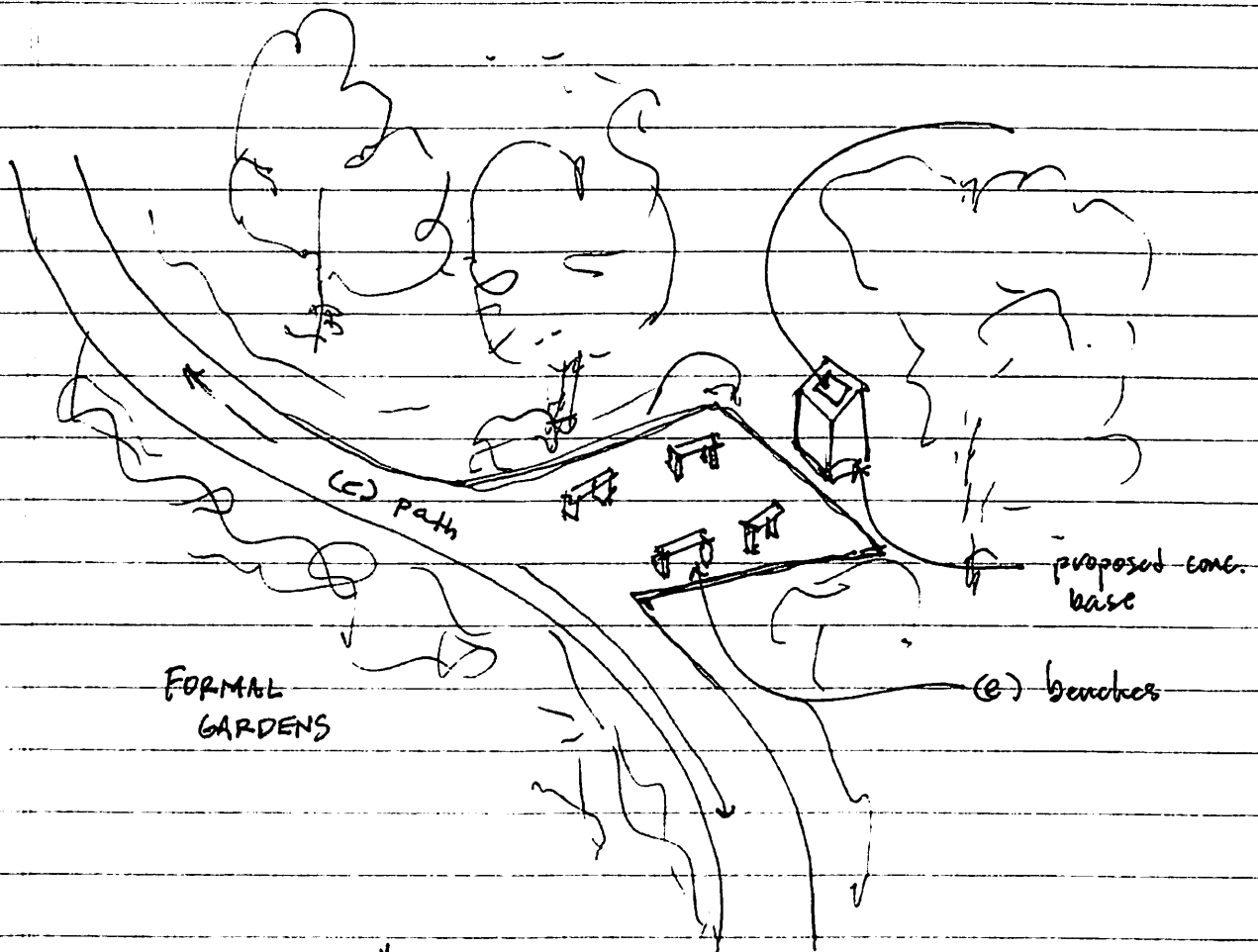
Under the direction of Council, the subject was presented to the Parks and Recreation Commission during the October 2016 meeting where a motion to recommend was approved by a 3-2 vote.

Staff commissioned Lon Goddard who was a close friend of Elmo's for the creation of a memorial plaque in honor of Elmo Williams.

Attachments:

- a. Location Sketch
- b. Sample Plaque Design
- b. Barbara Wieneke Letter

# [ ELMO WILLIAMS MEMORIAL PLACARD ]



ELEVATION

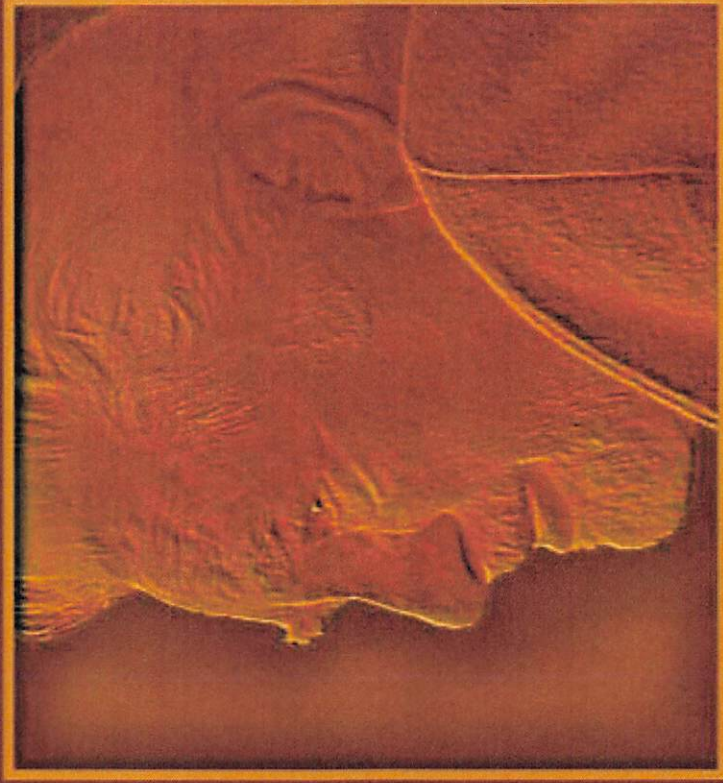
## ELMO WILLIAMS

From Oklahoma by buckboard  
Hollywood, England and an Academy Award  
This philanthropist, philosopher, celebrity  
Transcended the borders of a century  
To build a Capella By The Sea

In November of the year fifteen  
His soul departed earth's green  
Light in his eyes, Lorraine in his heart  
A great man we knew as ours  
Brushed his hands across these flowers  
— LON GODDARD

## JAMES ELMO WILLIAMS 1913 - 2015

Hollywood film producer, director, writer, editor  
Academy Award winner - Best Editing Oscar: HIGH NOON (1952)  
Resident of Brookings



Elmo Williams by NANCY TUTTLE

Monday, Aug. 31, 2015

To: ~~The~~ City Council of Brookings, OR.  
From: Barbara Wieneke  
859 Jodee Lane Tel.: 541-469-9632  
Brookings, OR

I wish to propose to the Council that the City of Brookings honor Elmo Williams in some way. Elmo has contributed a great deal to the town of Brookings. First, with his wife Lorraine and the help of many supporters and volunteers, he restored Azalea Park to the beautiful Park it is today. In addition, he built the beautifully-designed Capella in Azalea Park to honor his late wife Lorraine and then left it to the city.

While Elmo is still with us at the age of 102, I think it appropriate to rename Azalea Park Elmo Williams Azalea Park. If not in this way, perhaps he could be honored in some other way and to do something before too much time passes. Respectfully submitted,  
Barbara Wieneke

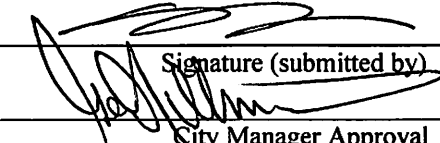



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: Parks

  
Signature (submitted by)  
  
City Manager Approval

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**Subject:** Azalea Park Nature Trail Extension & Improvement Project

**Recommended Motion:** Authorize City Manager to enter into a grant agreement with Oregon Parks and Recreation Department for the Azalea Park Nature Trail Extension and Improvement Project.

**Financial Impact:** The total cost for the Azalea Park Nature Trail Extension and Improvement Project is estimated at \$17,680. A match of \$7,680 is required by the City to be funded from Capital Projects Reserve Fund in 2017-18 fiscal year.

Reviewed by Finance & Human Resources Director: 

**Background/Discussion:** A resulting spinoff project from the development of a disc golf course at Azalea Park is the nature trails along the south edge of the park. City staff, seasonal employees and volunteers collectively cleared large overgrown areas in order to create the nature trails. Once cleared, trails were plotted and surfaced with surplus mulch collected over the past few years. The trails have been well received by park visitors and are used every day by many.

Staff intends to extend the development of nature trails within and around Azalea Park. Once complete, there will be a one mile and a three quarter mile loop around the park. In addition, the project proposes a connecting trail to the Botanical Garden currently managed by the Garden Club. This connection is identified in the City's Parks Master Plan.

Council approved Resolution 16-R-1070 to apply for grant funding for this project. The City of Brookings was awarded a \$10,000 grant from Oregon Parks and Recreation Department through its Recreation Trails Program (RPT).




**Attachments:**

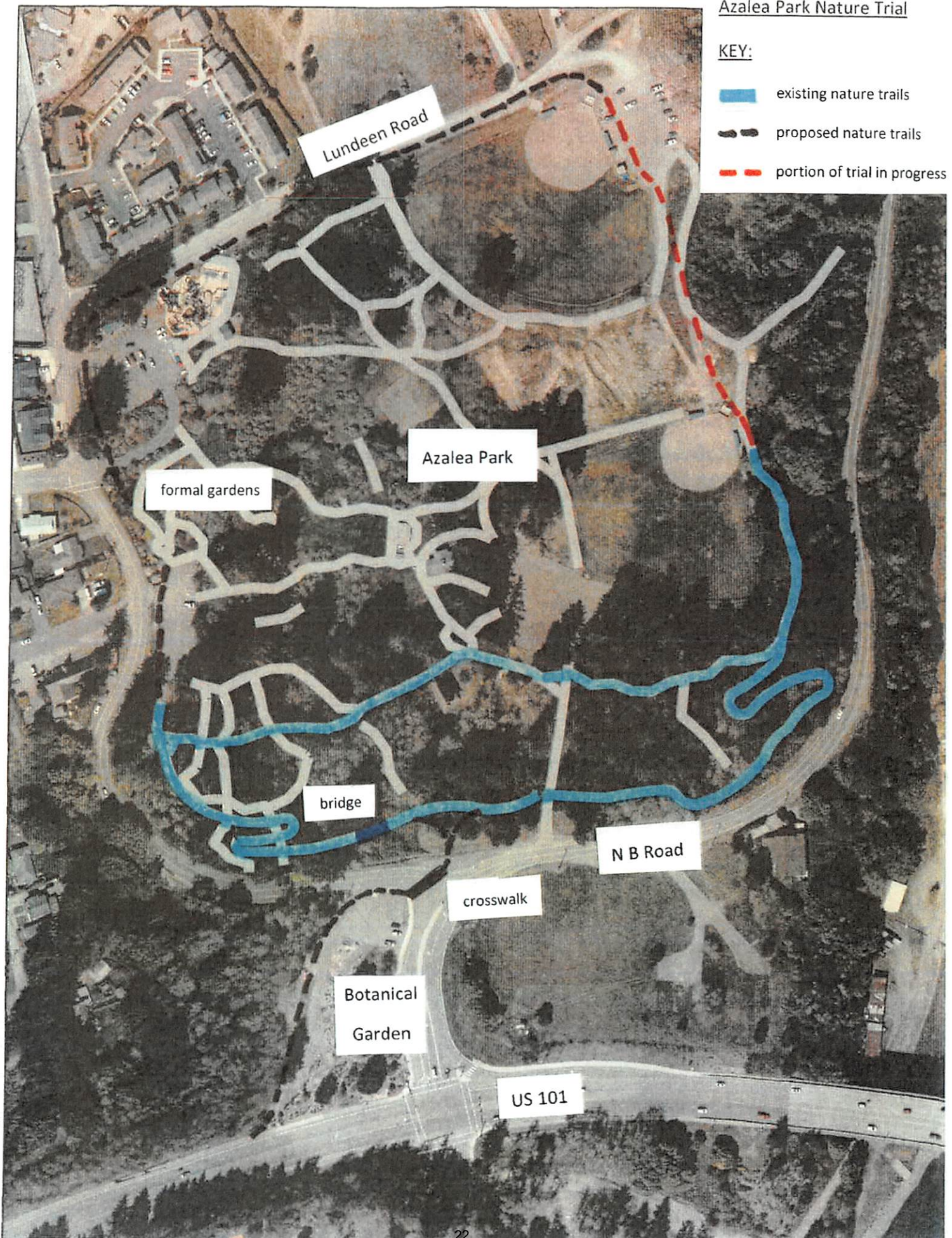
- a. Azalea Park Nature Trail Map
- b. Agreement



## Azalea Park Nature Trial

### KEY:

-  existing nature trails
-  proposed nature trails
-  portion of trial in progress





**OREGON PARKS and RECREATION DEPARTMENT  
Recreational Trails Program Grant Agreement**

**Grant Number: RT16-025**

**Project Title: Azalea Park Nature Trail Extension and Improvement Project**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as "State," and **City of Brookings**, hereinafter referred to as the "Grantee," and collectively referred to as the "Parties."

**RECITALS**

1. The federal *Fixing America's Surface Transportation (FAST) Act* is a federal aid assistance program intended to help States provide and maintain recreational trails for both motorized and non-motorized recreational uses. The *Act* reauthorized the Recreational Trails Program (RTP) for Federal fiscal years 2016 through 2020.

2. The Governor of the State of Oregon has designated OPRD to administer the Recreational Trails Program for the State and to do so in accordance with applicable federal, state and local law, including without limitation 23 USC §206, and federal, state, and local program guidelines.

3. Pursuant to ORS 390.140 to 390.150, OPRD may accept, expend, use or dispose of moneys and property from any public or private source, including the federal government, made available as grants, gifts, bequests, or endowments for the purpose of carrying out the functions of the OPRD director under, or implementing any of the provisions and purposes of, ORS 390.140 to 390.150.

**PROVISIONS OF GRANT AGREEMENT**

**1. Effective Date & Term of Agreement.** The Effective Date of this Agreement shall be the date the parties fully approve and execute it as required by applicable law. The Term of this Agreement shall run for generally two years from the Effective Date, at which time the availability of Grant Funds disbursed under this Agreement shall end. Grantee shall complete the Project described in Exhibit A no later than **October 31, 2018** (the "Project Completion Date"). No Grant Funds shall be available for any expenditures after the Project Completion Date. This Agreement shall expire on the earlier of (1) the project end date stated in this Agreement, or (2) the date on which OPRD makes the final reimbursement payment to Grantee.

**2. Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A:	<b>Project Application, Including Description and Budget ("Application")</b>
Exhibit B:	<b>Form FHWA-1273</b>
Exhibit C:	<b>Federal Requirements</b>

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit B; Exhibit A; Exhibit C.

**3. Project Cost; Grant Funds; Match.** The total project cost is estimated to be **\$16,380**. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed **\$10,000** or **61.05%** of the total eligible Project Costs, whichever is less, of Grant Funds for eligible costs described in Section 6 hereof. Grantee shall accept the Grant Funds and provide Match Funds for the Project in an amount not less than **38.95%** of the total eligible Project Costs.

**4. Project; Notice to Proceed; Changes.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. Grantee may begin work upon receipt of a Notice to Proceed from OPRD. Grantee must commence substantial work on the Project and submit a sufficient request for reimbursement to OPRD no later than **six months** from the date of the Notice to Proceed. If Grantee fails to comply with this requirement, OPRD may in its sole discretion cancel the Project and terminate this Agreement. In the event of such cancellation and termination, OPRD will not reimburse Grantee for any expenses that Grantee may have incurred and all such expenses shall be deemed ineligible for reimbursement. OPRD will disburse no Grant Funds for any changes to the Project unless OPRD approves such changes pursuant to Section 10.d of this Agreement.

**5. Project Reporting.**

**Progress Reports:** After OPRD issues the Notice to Proceed, Grantee shall report to OPRD regarding the status of the Project and on Grantee's progress made on the Project on a quarterly basis, as follows:

For the period beginning January 1, ending March 31:	report is due April 30.
For the period beginning April 1, ending June 30:	report is due July 31.
For the period beginning July 1, ending September 30:	report is due October 31.
For the period beginning October 1, ending December 31:	report is due January 31.

In addition, Grantee shall submit a Progress Report with each reimbursement request. Grantee shall submit progress reports to OPRD in a format provided by OPRD.

**Final Report:**

No later than **45 days** after work on the Project is completed, (the "Project Completion Date") Grantee shall submit a Final Report on the Project to OPRD (the "Final Report"). Grantee shall submit the Final Report using the format provided by OPRD. Grantee shall submit its final reimbursement request with the Final Report. The Final Report shall include a full accounting of all expenditures, a complete description of the work accomplished and digital photography or videos of completed Project. OPRD may, at its sole discretion, conduct appropriate inspections the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

**6. Disbursement and Recovery of Grant Funds.**

a. **Disbursement.** OPRD shall disburse Grant Funds to Grantee in response to Grantee's properly submitted Requests for Reimbursement of Grantee's eligible costs and expenses incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. The source of the Grant funds is the United States Department of Transportation, Federal Highway Administration, as specified in the Recreational Trails Program Federal Aid Project Agreement. OPRD shall make reimbursements within 30 days of the approval by OPRD of Grantee's request for reimbursement, provided that such request (1) is made using a form designated and provided by OPRD; and (2) is supported by copies of project invoices and appropriate documentation confirming that project invoices have been paid. OPRD shall disburse up to **75 percent** of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to State. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project. Grantee must submit its final request for reimbursement following completion of the Project and no later than 45 days after the Project Completion Date. If Grantee fails to submit the final request for reimbursement within 45 days after the Project Completion Date, OPRD may elect not to disburse the final 25 percent of Grant Funds. Final payment will be made upon satisfactory completion, as determined by State, of the Project. Eligible costs are the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** The obligation of OPRD to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is not in material breach of its obligations under this Agreement and is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Grantee has provided to State a request for reimbursement as described in Section 6.a

c. **Recovery of Grant Funds.** Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the

earlier of termination or expiration of this Agreement must be returned to State. Grantee shall return all Misexpended Funds to OPRD promptly after OPRD's written demand and no later than 15 days after State's written demand. Grantee shall return all Unexpended Funds to OPRD within 14 days after the earlier of expiration or termination of this Agreement.

**7. Representations and Warranties of Grantee.** Grantee represents and warrants to State as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. No Debarment.** Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Grantee agrees to notify OPRD immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

**e. Use of Project Property:** Grantee warrants that the land within the project boundary described in the Application (Exhibit A) shall be dedicated and used for the purpose describe in the Application for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise

dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years

**f. Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs sex, national origin or place of primary residence.

The representations and warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **8. Records Maintenance and Access; Audit.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. OPRD, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation, the Federal Highway Administration, and any of their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, the United States Department Transportation, the Federal Highway Administration and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following expiration or termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

**c. Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by State under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OPRD to verify how the moneys were expended.

### **d. Audit Requirements.**

**i.** Grantees receiving federal funds in excess of \$750,000 in a fiscal year are subject to audit conducted in accordance with 2 CFR Part 200, Subpart F. If subject to this requirement, Grantee shall, at Grantee's own expense, submit to

OPRD, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement.

ii. Grantee shall save, protect and hold harmless OPRD and the State of Oregon from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and either OPRD or the State of Oregon.

#### **9. Purchase and Use of Equipment.**

Equipment purchased with Grant Funds provided under this Agreement must be used as described in the Project Agreement and Application throughout the equipment's useful life. The useful life is defined as 5 (five) years from the Project Completion Date. Any vehicle identification number, or a serial number, if available, together with a photograph of the equipment shall be submitted to OPRD within 90 days of purchase. Grantee is responsible for maintaining the equipment. The Grantee will notify OPRD prior to the disposal of equipment and will coordinate with OPRD on the disposal to maximize the equipment's ongoing use for the benefit of the Recreational Trails Program. In addition, if Grantee used Grant funds to purchase any equipment with a purchase price in excess of \$5,000, Grantee must complete and submit to OPRD an RTP Equipment Record Form found on the OPRD website. After the initial purchase, Grantee must update and resubmit to OPRD the Equipment Record Form every other year, until the later of the year in which the estimated equipment value falls below \$5,000 or the fifth anniversary of the date of equipment purchase. This section shall survive termination or expiration of this Agreement.

**10. Termination.** This Grant Agreement may be terminated by mutual consent of both parties. OPRD may terminate this Agreement upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. Subject to the requirements for commencement of work provided in Section 4, on termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination, provided that the requirements for commencement of work provided in Section 4 have been met.

#### **11. GENERAL PROVISIONS**

a. **Contribution; Subcontractor Indemnity and Insurance.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OPRD or the State of Oregon or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for



the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which OPRD or the State is jointly liable with Grantee (or would be if joined in the Third Party Claim ), OPRD or the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the OPRD and the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OPRD on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with OPRD (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**c. Responsibility for Grant Funds.** Any Grantee of Grant Funds, pursuant to this Agreement, shall assume sole liability for that Grantee's breach of the conditions of this Agreement, and shall, upon Grantee's breach of conditions that requires OPRD or the State to return funds to the federal government, hold harmless and indemnify OPRD or the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Grantee of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

**d. Amendments; Process for Project Change Requests** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

Notwithstanding any other provision to the contrary, if Grantee seeks any changes in either the Project Scope or the Project Budget (a "Project Change") Grantee must obtain prior approval of OPRD as specified below. The Grantee shall be fully responsible for all costs that occur outside the established Project Scope, schedule or budget and prior to OPRD's approval of a Project Change. OPRD may in its sole discretion, approve or disapprove of any proposed Project Change in Project Scope or Project Budget. In the event OPRD approves Project Change, such the Change must be reduced to writing and implemented as an amendment to this Agreement.. The following Project Changes must be approved by OPRD to be eligible for funding under this Agreement:

Any significant change or reduction in the Scope of Work described in the Project Description of Attachment B (Project Application, including the Project description and project budget).

Any deviation from the original Project Budget set forth in Attachment B. Any budget change request must explain in detail what change is requested, the reason for the requested change, and any efforts that Grantor has made or will make to mitigate the effect of the proposed budget change.

**e. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

**f. No Third Party Beneficiaries.** State and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is

individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

**g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the Grantee of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

**h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.

**i. Compliance with Law; Remedies.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the Project, including without limitation laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age, and source of income or mental or physical disability in the performance of this Agreement. Without limiting the generality of the forgoing, Grantee shall comply with Form FHWA-1273 attached hereto as Exhibit B. Grantee further agrees, therefore, that the appropriate remedy for State in the event of a breach by the Grantee of this Agreement shall be the specific performance of the Agreement.

**j. Insurance; Workers' Compensation.** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the requirements provided on Attachment 1.

**k. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of OPRD. Grantee has no right or authority to incur or create any obligation for or legally bind State in any way. OPRD cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of OPRD, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**o. Publicity.** Grantee shall make every effort to acknowledge and publicize OPRD's participation and assistance with the Project. Grantee agrees to place signs at the Project location acknowledging program support. Grantee also agrees to maintain the signs throughout the useful life of the Project. OPRD may withhold final reimbursement until signage has been placed.

**p. Contractor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, OPRD's determination is that:

☒ Recipient is a sub-recipient; OR ☐ Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: : **20.219**

**q. Information required by 2 CFR § 200.331(a)(1)**

Federal Award Identification:

(xii) Subrecipient name (which must match registered name in DUNS):  
**City of Brookings**

(ii) Subrecipient's DUNS number:

(iii) Federal Award Identification Number (FAIN):

(iv) Federal Award Date: \_\_\_\_\_

(v) Sub-award Period of Performance Start and End Date: **October 2016 to October 31, 2018, unless specifically amended**

(vi) Total Amount of Federal Funds Obligated by this Agreement: **\$10,000**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: **\$10,000**

(viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$10,000**

(ix) Federal award project description: **The project will construct new trail segments and elements to enhance and make connections to an existing nature trail network in Azalea Park at Brookings, Oregon.**

(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

(a) Name of Federal awarding agency: **Federal Highway Administration**

(b) Name of pass-through entity: **Oregon Parks and Recreation Department**

(c) Contact information for awarding official of the pass-through entity:  
**Lisa Sumption, Director (503) 986-0660**

(xi) CFDA Number and Name: **20.219 - Recreational Trails Program**

(xii) Is Award R&D? **No**

(xiii) Indirect cost rate for the Federal award: **0%**

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**GRANTEE**

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required in local process)

By \_\_\_\_\_  
Grantee's Legal Counsel

Date \_\_\_\_\_

**Grantee Contact:**

Anthony Baron  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415  
541-469-1159  
abaron@brookings.or.us

**Grantee Billing Contact:**

Anthony Baron  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415  
541-469-1159  
abaron@brookings.or.us

**STATE OF OREGON**, by and through the  
Oregon Parks and Recreation Department

By \_\_\_\_\_  
Tracy Loudon, Business and Technology  
Solutions Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Jan Hunt, Grants Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
RTP Grant Program Coordinator

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(For funding over \$150,000)

By: \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**State Contact:**

Jodi Bellefeuille  
Grant Program Coordinator  
725 Summer Street NE, Suite C  
Salem, OR 97301  
(503) 986-0716  
RTP.GrantProgram@oregon.gov

## **EXHIBIT A**

### **Project Description and Budget**

**1. Project.** The project will construct new trail segments and elements to enhance and make connections to an existing nature trail network in Azalea Park at Brookings, Oregon, and other work as described in **Grantee's Project Application** attached hereto and incorporated into this Exhibit A.

**2. Public Access to the Project:** The Project Sponsor shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.

## EXHIBIT A

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Grant Application for

# **Azalea Park Nature Trail Extension and Improvement Project**

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## Contact

**Sponsor Name:**  
City of Brookings

**First Name:**  
Anthony

**Last Name:**  
Baron

**Address 1:**  
898 Elk Drive

**Address 2:**  
898 Elk Drive

**City:**  
Brookings

**State:**  
Oregon

**Zip Code:**  
97415

**Contact Phone:**  
5414691159

**Contact Fax:**  
5414693650

**Contact Email:**  
abaron@brookings.or.us

**Federal Tax ID:**  
93-6002703

**DUNS Number:**

# Project

**Project Name:**

Azalea Park Nature Trail Extension and Improvement Project

**Funds Requested:**

\$10,000.00

**Matching Funds:**

\$6,380.00

**Total Cost:**

\$16,380.00

**Percent of Grant:**

0.6100000000000000

**Percent of Match:**

0.3900000000000000

**Brief Project Description should be limited to two sentences or less (40 words) and provide a concise overview of the project scope.:**

**Brief Project Description:**

The City of Brookings intends to construct new trail segments and elements to enhance and make connections to an existing nature trail network. The project would connect to Brookings-Harbor Botanical Garden, a 2.5 acre special-use park in ODOT right-of-way, maintained by the Brookings-Harbor Garden Club, and continue through to Highway 101.

**Eligibility Category::**

Construction of new recreational trails|Heavy restoration of existing trails|Trailhead facilities

**Trail Users::****Non-motorized (select all that apply)::**

Hiker|Bicycle

**Motorized (select all that apply)::**

None

**Funding Category::**

Non-motorized Diverse use (multiple user groups)

**Enter estimated project start and end date below.:**

**Start Date:**

April 1, 2017

**End Date:**

September 30, 2017

**Site Name:**

Azalea Park

**Site Acreage:**

33.00

**Enter Town or City. If not within a Town or City, identify the nearest Town or City.:**

**Site Town - City:**  
BROOKINGS

**Site County:**  
Curry

**Site Description should be limited to the landscape character (urban, rural, natural, primitive) and the landscape features (vegetation type/density, land use type, topography, proximity to water bodies, etc.) of where the project is located.:**

**Site Description:**

Azalea Park is a thirty three acre community park in Brookings Oregon well known for its century old native azalea's. The park also boasts amenities like Kidtown Playground, the Capella by the Sea, and a covered stage for the Summer Concert Series. The park also offers adult and youth recreational opportunities on two adult sized softball fields, an eighteen hole disc golf course as well as nearly one half mile of nature trails that weave through tall fir and spruce trees.

**Land Control:**  
Fee Simple

**Latitude:**  
42.058015794970501

**Longitude:**  
-124.272515773773190

**Environmental:**

**Is this project located on Federal Land?:**  
No

**If the project is on Federal Land, answer these questions::**

**Forest Management Plan or BLM Resource Area Management Plan (Title and Date).:**

**Has a decision been issued as part of the NEPA review process?:**  
No

**If Yes, list the date and type of document (Decision Memo, Finding of no significant impact, determined exempt) and ensure documentation is attached.:**

**If No, when do you expect the decision?:**

**If the project is NOT on Federal Land, answer these questions::**

**Have you completed and attached the RTP Environmental Screening Form?:**  
Yes

**Which agencies have you received consultation forms from?:**  
ODFW (Department of Fish and Wildlife)|DLCD (Department of Land Conservation and Development)|DSL (Department

of State Lands)|DEQ (Department of Environmental Quality)

**If you have not received an agency consultation form from an agency(s), please list the date of your submitting to them.:**

--

## Finance

**Is a minimum of 5% of your project funding from non-federal funding?:**

Yes

**Is your design, engineering and/or permitting costs more than 15% of your budget?:**

No

- - . -

## Supplemental

### RECENT AWARDS (Criterion #2 - 5 points):

Have you received an RTP grant in the past 10 years?:

No

If yes, please provide the RTP grant number(s) or other identifying information.:

### ECONOMIC DEVELOPMENT OPPORTUNITIES (Criterion #3 - 5 points):

How will the project facilitate economic development?:

According to the Outdoor Industry Foundation's report on Oregon's "Outdoor Recreation Economy" (<http://www.lwcfcoalition.org/files/OregonRecEconomy.pdf>), outdoor recreation in Oregon accounts for more than \$5.8 billion annually and supports about 73,000 jobs in Oregon. It further indicates that 41% of Oregonians participate in trail related activities. Certainly, these state trends hold true for the City of Brookings, Curry County, and the surrounding region. For example, the City of Brookings is home to Harris Beach State Park, which hosts over 1.4 million day use visits and more than 93,000 overnight visits annually ([http://oregonstateparks.org/index.cfm?do=parkPage.dsp\\_parkHistory&parkId=58](http://oregonstateparks.org/index.cfm?do=parkPage.dsp_parkHistory&parkId=58)).

For our region, tourism is an important economic factor which links the recreation economy with the leisure and hospitality economy. Even within our region, Curry County has a very high percentage of employment that is related to leisure and hospitality. According to a 01/06/16 Oregon Employment Department article (<https://www.qualityinfo.org/-/southwestern-oregon-coos-curry-and-douglas-counties-some-similarities-and-differences>) 10.4% of jobs in Coos, Curry, & Douglas Counties are associated with leisure and hospitality, while the percentage for Curry County on its own is more than 15%. The author of that article comments that "Curry County shows a high percentage of its employment in the leisure and hospitality industry. Given the importance of tourism in Oregon's southwestern-most county, this is not surprising."

The proposed project is one of many investments occurring or planned to occur in Azalea Park, to support strategic development of this important recreation resource and also in recognition of its current and potential economic contribution. Azalea Park is the City of Brookings' largest community park and it has the most diverse amenities. Its location at the southern end of the City limits makes it a nice counterpart to Harris Beach State Park, which is in the northern portion of the City. Although, the City also values and prioritizes beach access for our residents and visitors, Azalea Park's natural setting offers something different: an upland location above the Chetco River, with five varieties of native azalea bushes, and views of the river, the harbor, and the ocean. Furthermore, the park is included in the City's Urban Renewal Area boundary and is only about a half mile from the heart of downtown. Azalea Park offers all of the following diverse amenities, each with associated economic potential: trail system, band shell and stage, food/drink concession buildings, ball fields, picnic facilities, playground, and our unique and intimate Capella building, a popular rental site for small weddings and other ceremonies.

Azalea Park is emerging as a center for community and regional events, including sport events, and festivals. A partial list of current regular events includes: American Music Festival Concert Series, Nature's Coastal Holiday, parts of the Azalea festival, and the Slippery Banana Belt winter softball tournament. Additionally, Azalea Park is highlighted as one of 28 "things to do along America's Wild Rivers Coast" map, which covers 101 miles of coastline from Langlois in Oregon to Klamath in California. It is the only local park that made the list.

The City of Brookings Economic Opportunities Analysis (2009) recommended nine economic development strategies for the planning period through 2029. Three of those strategies relate directly to the proposed project: Adequate public infrastructure (#3), Increase potential for tourism (#7), and Attract retirees through services and amenities (pp 124-131). The 2013 City of Brookings Economic Development Strategy and Action Plan synthesizes those strategies into a specific action item for parks and economic development. The plan identifies action item number four, of eleven items, as follows: "Make park and recreation facilities part of the economic development plan" (p 3).

### PROJECT SCOPE AND PLAN (Criterion #4 - 10 points):

**Scope Overview:****What are you proposing to do?:**

The City of Brookings intends to construct new trail segments and elements to enhance and make connections to an existing nature trail network. The project would connect to Brookings-Harbor Botanical Garden, a 2.5 acre special-use park maintained by the Brookings-Harbor Garden Club through which the trail would continue to the Oregon Coast Trail on Highway 101. The project would involve the following elements:

- 1) Construct 1,400 lf of new trail and connect to nearly 2 miles of existing trails and sidewalks currently in Azalea Park. The new segment would connect at the northeast corner of the park, near the athletic fields, then extend westerly near the park boundary on Lundeen Road, then turn south to make a final connection with existing trail at the parking lot near the southwest corner of the park. Along that route at least three additional trail network connections would be made for trails internal to the park.
- 2) Construct 1,000 lf of new trail segment connecting existing trails at the southern extent of the park, across North Bank Chetco River road, through the Brookings-Harbor Botanical Garden and to Oregon Coast Trail on Highway 101.
- 3) Construct a trail bridge over a storm drainage ditch and install trail head and way finding signage.

**What trail standards or guidelines is the project utilizing?:**

We will construct the trail using the 2011 State Trail Guidelines to the extent feasible.

**How are you proposing to complete the work?:**

we will complete the work with a combination of city staff as well as contract and volunteer labor. We will also contract equipment and operators where needed but intend to complete some of the trail with city equipment and staff.

**Have you attached a project timeline?:**

Yes

**Why is the project being completed?:**

The project is being completed to expand park users hiking/jogging experience as well as make connections to the Botanical Garden and the Oregon Coast Trail. Azalea Park offers a unique natural setting unlike any in our other city parks. Large fir and spruce trees along with ferns and other under story flora and fauna offers a unique hiking experience paralleled only in a wilderness setting. Our goal is to lengthen the nature trail system to give park users a more robust experience.

**Project Planning & Readiness to proceed:****What is the current level of design for the project?:**

Conceptual Design

**Construction and Restoration Project:****What permits or land use actions will need to be completed for the project?:**

Land Use - Compatability Form

**Have any permits been applied for or received?:**

Yes....LUCS

**Acquisition Project:****Is your right-of-way file in compliance with the Uniform Act?:**

No



**Was the seller provided with documentation outlining their rights that are consistent with the Uniform Act?:**  
No

**Do you have proof of a willing seller or donor?:**  
No

**Do you have a completed Yellow Book compliant appraisal? :**  
False

**Do you have a completed preliminary title report?:**  
No

**Has a Level 1 or higher environmental assessment been completed?:**  
No

**Has an offer been made yet?:**  
No

**Design, Safety or Education Project:**

**Has a scope of work and deliverables been completed?:**  
No

**Have you developed a request for proposal or similar bid document for this project?:**  
No

**Has a firm been hired or is on retainer?:**  
No

**Have you completed any artwork, copy or curriculum? :**  
No

**Do you have a proof of the product?:**  
No

**Do you have production ready design, artwork, etc.?:**  
No

**American With Disabilities (ADA):**

**Does the project meet ADA accessible guidelines?:**  
No

**Have you completed the Trail Accessibility Assessment Memorandum?:**  
Yes

**ISSUES AND NEEDS (Criterion #5 - 30 points):**

**Statewide Trail Management Issues:**

The project proposes a non-motorized trail and responds to all three Statewide issues.

Issue 1: Need for more trails connecting towns/ public areas

The project does all of the following:

provides connections between existing trails by connecting existing trail segments within Azalea Park and providing a connection between Azalea Park and the Botanical Garden.

closes a gap between existing trails at Azalea Park and the Botanical Garden and enhances the Botanical Garden connection to US 101, which is also the Oregon Coast Trail and the Oregon Coast Bike Route.

provides access to parks and open space by creating a new trail head adjacent to Highway 101 at the Botanical Garden, with a trail leading through the Botanical Garden, and across North Bank Chetco River Road to a new Azalea Park entrance and trail head.

provides access to significant facilities by making a new connection between downtown, including the nearby Chetco Community Public Library (about 0.2 miles from the newly proposed trailhead on Highway 101), and Azalea Park, which is host to popular free summer concert series, sports events including tournaments, and other seasonal events and festivals.

**Issue 2: Need for improved trail maintenance (including rehabilitation and restoration)**

The project proposes new trail segments, but it also proposes the restoration of a section of existing trail near the new trail head location in Azalea Park. Just west of the new trail connection a trail bridge is proposed.

**Issue 3: Need for more trail signs**

The project will include trail head, location, way finding, directional, and distance-marking signs.

#### **Regional Trail Management Issues:**

**Issue 1: More trails connecting towns / public places**

This regional issue is also a statewide issue, discussed above.

The project does all of the following:

provides connections between existing trails by connecting existing trail segments within Azalea Park and providing a connection between Azalea Park and the Botanical Garden.

closes a gap between existing trails at Azalea Park and the Botanical Garden and enhances the Botanical Garden connection to US 101, which is also the Oregon Coast Trail and the Oregon Coast Bike Route.

provides access to parks and open space by creating a new trail head adjacent to Highway 101 at the Botanical Garden, with a trail leading through the Botanical Garden, and across North Bank Chetco River Road to a new Azalea Park entrance and trail head.

provides access to significant facilities by making a new connection between downtown, including the nearby Chetco Community Public Library (about 0.2 miles from the newly proposed trail head on Highway 101), and Azalea Park, which is host to popular free summer concert series, sports events including tournaments, and other seasonal events and festivals. **Issue 2: Improved trail maintenance**

This regional issue is also a statewide issue, discussed above.

The project proposes new trail segments, but it also proposes the restoration of a section of existing trail near the new trail head location in Azalea Park. Just west of the new trail connection a trail bridge is proposed.

**Issue 3: Trail maps at trail heads**

The project will involve two new trail heads, one at the Botanical Garden adjacent to Highway 101, and the other at the new entry to Azalea Park. The project would install new trail head signage that includes trail mapping at both locations. The trail map at the Botanical Garden trail head location would indicate the connection to Azalea Park as well as draw attention to the existing Historical Marker and interpretive information along the trail within the Botanical Garden. The Azalea Park trail head signage would include a more detailed map of the Azalea Park trail system.

**Statewide Trail Need:**

Need 1: Connecting trails into larger trail systems

The Oregon Coast Trail through Brookings is on Highway 101. This project proposes a new trail head at 101 to the Botanical Garden, and through that facility to connect with the Azalea Park trail system, consisting of about two miles of trails.

Need 2: More signs / trail way finding

The project will include trail head, location, way finding, directional, and distance-marking signs.

Need 3: Repair of major trail damage

Though there is no significant trail damage yet, we intend to build a wood pedestrian bridge over an area where drainage has the potential to wash out a section of the trail. There is currently a short culvert across this section of the trail and propose to remove it, restore the drainage ditch and build the bridge across it.

**Local Funding Need:**

The City of Brookings Comprehensive Plan considers Recreation Needs under Goal 8 of the Plan. It calls for use of the Statewide Comprehensive Outdoor Recreation Plan in the planning and development of parks and other recreational facilities and amenities. It also recognizes the need to provide amenities in the City to answer the "rapidly rising tourist demand". The plan also calls for the development of a capital improvement plan for recreational facilities. This is discussed further below, under the Parks Master Plan Update.

The City of Brookings is currently undergoing a Transportation System Plan Update. Technical Memo #5 (November 2015) identified transportation needs and deficiencies. For recreational trails the following need was identified: "...soft surface or recreational trails, which would attract pedestrian trips and expand recreational opportunities" (p 3-8).

The City of Brookings adopted a Parks Master Plan Update in July of 2011 (Plan Update). The proposed project responds to several items identified in the Plan Update.

Park Inventory concern areas identified for both Azalea Park and Brookings-Harbor Botanical Garden:

The sole concern identified for the Brookings-Harbor Botanical Garden is the opportunity to strengthen the connection to Azalea Park (p 42).

Concerns identified for Azalea Park include the need for updated and uniform signage.

Capital Improvement Plan Goal #5

Goal 5, "Provide Adequate Parkland and Facilities" (p 56), calls for the development of trails and connections between parks and other community amenities.

Capital Improvement Plan identified project

The Capital Improvement Plan for Azalea Park includes "Trail to Botanical Garden" as a medium-priority project (p 58).

Community Parks Survey results

The Plan Update includes the analysis of a locally conducted survey. Part of that analysis compares Brookings area residents' recreation preferences with state and national trends (see table on p 51). For Brookings, two activities were identified as top recreation choices by more than half of survey respondents: Walking (75%) and Nature Enjoyment (64%). Differences between Brookings top selections and those for Oregon (Camping & Canoeing) and nationwide (Exercise Walking & Exercising with equipment) are likely due, at least in part, to the relatively large percentage of older adults in the area. Per 2014 American Community Survey data (factfinder.census.gov), about 35% of Brookings residents are 62 years or older, and about 42% of Harbor (the adjacent unincorporated community) residents are 62 or

over. Given that, the Plan Update recommends a need for "passive recreation in city parks, including areas for walking and nature enjoyment" (p 50).

**DEMONSTRATION OF PUBLIC SUPPORT (Criterion #6 - 5 points):**

**Have you attached any letters of support for your project?:**

Yes

**SUSTAINABLE TRAIL DESIGN (Criterion #7 - 5 points):**

**Please describe how the trail project results in a well-designed, managed and sustainable trail system.:**

The trail will be constructed in a way that makes it easy to maintain by staff as well as individual volunteers and service organizations. The trail will be accessible by our Kubota ATV which will allow staff access to clear brush and debris, groom and resurface the trail with wood chips as needed. We will continue to have a constant supply/stockpile of wood chips from tree trimming in our parks which will give staff the ability to resurface the trail annually. The new nature trails we have constructed over the course of the past year have already proven to be a success. We are experiencing a higher volume of park visitors using the trails with many positive comments to staff and elected officials.

**TRAIL MAINTENANCE AND MANAGEMENT (Criterion #8 - 10 points):**

**Do you have dedicated funding for ongoing trail operation and maintenance? :**

Yes

**If yes, what is the approval cycle?:**

Annual

**Do you have permanent staff for ongoing trail operation and maintenance?:**

Yes

**If yes, please identify the number of permanent and seasonal staff:**

**Permanent Staff:**

2.00

**Seasonal Staff:**

2.00

**Do you have a resolution of support for long-term maintenance (or similar guarantee of financial support)?:**

Yes

**Do you have organizations that adopts / assists with trail maintenance?:**

Yes

**If Yes, please identify those organizations.:**

Boys Scouts of America - Oregon Trail Council - Troop 32 Southern Oregon Disc Golf Association Azalea Park Foundation Brookings Harbor Garden Club

**Do you have an adopted trail management plan?:**

No

**If yes, please identify the title of the document and when it was adopted by a governing body.:**

**PROJECT URGENCY (Criterion #9 - 5 points):**

**Please describe how your project has an urgent need.:**

There is no urgent need other than to fulfill a community desire identified in our Parks Master Plan update in 2011 which is to promote and create recreation opportunities as well as connect to the Botanical Garden.

**YOUTH CONSERVATION (Criterion #10 - 5 points):**

**Does your project utilize Youth Conservation Corps, Youth Community Conservation Corps, Certified Youth Conservation Corps or other youth service organization to complete your project?:**

Yes

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<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>\$/Unit</b>	<b>Cost</b>	<b>Match</b>	<b>Request</b>	<b>Source of Funding</b>
Trail Head & Way Finding Signage	1	1	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00	
Equipment Rental	44	hours	\$150.00	\$6,600.00	\$5,000.00	\$1,600.00	City of Brookings
Tree Removal	1	1	\$2,800.00	\$2,800.00	\$500.00	\$2,300.00	City of Brookings
Base Rock	64	tons	\$13.75	\$880.00	\$80.00	\$800.00	City of Brookings
Pedestrian Bridge	1	1	\$4,300.00	\$4,300.00	\$800.00	\$3,500.00	City of Brookings
<b>Totals</b>				<b>\$16,380.00</b>	<b>\$6,380.00</b>	<b>\$10,000.00</b>	

**Total Project Cost:** \$16,380.00

**Total Match for Sponsor:** \$6,380.00

**Grant Funds Requested:** \$10,000.00

As an authorized representative of City of Brookings, I certify that the applicant agrees that as a condition of receiving Recreational Trails Grant Program assistance, it will comply with all applicable local, state and federal laws and regulations.

This application has been prepared with full knowledge of, and in compliance with, the Oregon Parks and Recreation Department's (OPRD) Grants Manual for the Recreational Trails Grant program.

I also certify that to my best knowledge, information contained in this Application is true and correct.

I will cooperate with Oregon Parks and Recreation Department by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.



**EXHIBIT B**  
**Federal Form FHWA-1273**

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS**  
**FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

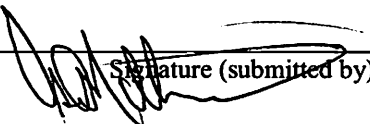
i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

---

Subject: Disposition of the Chetco Inn

Recommended Motion:

Discussion and direction to staff.

Financial Impact:

Unknown.

Background/Discussion:

The City has received in inquiry from Leroy Blodgett, a realtor representing the owner of the Chetco Inn, concerning possible purchase of the property by the City for use as public housing.

According to Blodgett, the building is one of the few historical buildings in town. The original hotel was designed by Bernard Maybeck and constructed in 1915. Being the first of its kind on the Oregon coast with ocean views, it became a popular stop for stars such as Clark Gable and Bing Crosby. In fact, one of the rooms today is named the "Clark Gable Room". In 1997 the owner spent approximately \$1,500,000 renovating the building for the current use as a residential care facility. The remodel included installation of private bathrooms, an elevator and a sprinkler system. Some of the remodel made slight changes in the original design and building materials. It would be shame to lose the entire historical nature of this building. Blodgett has suggested that City could purchase the building and either make improvements or regulate the improvements to make sure it kept that historical flavor. Blodgett has suggested that the Urban Renewal Agency purchase and then encourage development for work force housing.

The property is listed for \$1,300,000. According to Blodgett a recent appraisal valued the tangible real estate and the extra commercial landscaped lot below at \$1,270,000.

The City does not have a housing authority. The Urban Renewal Plan estimated \$875,000 in annual tax increment revenue by 2016. The actual amount being realized is about \$460,000. Almost the entire amount is currently dedicated to debt service on the downtown improvement project.

The cost of rehabilitating the Chetco Inn for use as public housing, or any other use, is unknown. The City would need to retain professional services to evaluate the building and potential uses to develop a budget. Grant funds may be available for this activity if the project was to be used for low/moderate income housing. A similar project involving the conversion of an historic hotel to transitional housing received Community Development Block Grant funding in Fort Bragg, California, earlier this year. The hotel, which included a restaurant and bar, was constructed in

1892 and has undergone multiple remodels. In that case, the City worked closely with an existing non-profit organization that has managed transitional housing for over 30 years.

As Brookings has no housing authority or expertise in developing housing related grant program, we would need to develop resources and partnerships with other organizations to undertake such a project.

The Fort Bragg project referenced above was not without controversy. The proposal generated a legal challenge, ballot initiative and attempted recall of Councilors who supported the project. Attached are several articles concerning that project, including an article appearing in the October 27, 2016, edition of the Fort Bragg Advocate News discussing the current status of the project.

Staff is seeking Council direction on whether to explore this matter further.

Attachments:

- a. Fort Bragg Advocate News article October 27, 2016
- b. Santa Rosa Press Democrat article March 23, 2015
- c. Santa Rosa Press Democrat article June 22, 2015
- d. BALLOTPEDIA description of initiative measure

## HOSPITALITY CENTER

# Old Coast Cafe to open 2017

MCHC clinic offices  
open and functioning

**By Kelci Parks**

*reporter@advocate-news.com*  
*@FBAdvocateNews on Twitter*

One hope for the Mendocino Coast Hospitality Center since the purchase of former Old Coast Hotel building to use as a homeless and mental health services facility was to open a cafe, staffed by clients and open to the public. Although MCHC staff says there are still lots of things to sort out, a sign in the window now boasts, "Cafe coming in 2017."

"We are still very much in the

## Cafe

**FROM PAGE 1**

process, the city has given us until next October to officially open [it]," said Johnson.

"We have had lots of suggestions and offers of help from the community and for that we are most

grateful, but just as with the ribbon cutting of our Hospitality Center, we want to go slowly and do it right so that it too can be a celebration for the entire community when it opens," she said.

The new cafe will be called Old Coast Cafe, a tip of the hat to the building's former glory as a popular hotel.

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# Plans for Fort Bragg's Old Coast Hotel touch off legal fight

**GLENDA ANDERSON**

THE PRESS DEMOCRAT | March 23, 2015

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Plans to turn a 123-year-old hotel in downtown Fort Bragg into office space for a homeless service provider and short-term housing for the needy have touched off an escalating battle that pits a local nonprofit organization and supportive city officials against area residents staunchly opposed to the proposal.

The Mendocino Coast Hospitality Center, which provides homeless, mental health and drug rehabilitation services, wants to convert the historic Old Coast Hotel on Franklin Street into offices for such programs and convert at least five of the hotel's rooms into transitional housing units.

The Hospitality Center operates a homeless shelter and transitional housing facility in town. Its homeless and mental health services offices currently are located in a strip mall south of downtown.

The hotel, which has a secluded backyard, offers "a wonderful, safe, tranquil location to begin to work with those who desperately need mental health services," center officials said on their website. The location "will also help us to counsel and closely care for those with other issues such as drug and alcohol abuse and job and financial training skills."

But opponents of the project, including more than 1,200 people who signed a petition against the plan, say it's a bad idea. They have filed a lawsuit and this week will be seeking a court injunction to halt the conversion, which has been tentatively approved by a majority of the Fort Bragg City Council.



"It's the wrong spot," said Anne Marie Cesario, a counselor and social worker. Because the hotel is in the center of the business district, people seeking services will have no privacy, she said. The hotel also is short on parking and lacks disabled access to the upstairs, critics say.

Cesario and others would like to see the building preserved as a hotel, restaurant and bar.

"It's a very important landmark in the community," she said.

The hotel was shuttered in 2010. A fundraising initiative to reopen its doors generated just \$400, according to Rusty Faust, a former manager of the hotel. He still holds out hope for its revival.

"We cannot afford to lose any more hotels," Faust wrote in an online discussion of the project.

The Old Coast Hotel was most recently listed for sale at just under \$3 million. But its owners have offered it to the Hospitality Center for \$900,000. The purchase and modifications to the building — including adding kitchens for the transitional housing units — would be funded with a \$1.2 million grant obtained by the city for the Hospitality Center.

The Fort Bragg City Council tentatively approved the plan in January, but it won't be finalized until city and center officials sign off on a "forgivable loan agreement," scheduled for April 13.

The agreement is aimed at ensuring that the center does what it has promised, said Jennifer Owen, the city's economic development coordinator and grant manager for the hotel project.

Owen said she cannot comment on the lawsuit and other legal actions filed over the project.

In their lawsuit, Concerned Citizens of Fort Bragg claim the city failed to adequately notice a January public hearing on the project; that an environmental impact assessment needs to be conducted; and that the project may violate city zoning regulations.

A hearing on the injunction request is scheduled for Thursday.

You can reach Staff Writer Glenda Anderson at 462-6473 or [glenda.anderson@pressdemocrat.com](mailto:glenda.anderson@pressdemocrat.com).



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# Judge refuses to halt homeless center in Fort Bragg

**GLEND A ANDERSON**

THE PRESS DEMOCRAT | June 22, 2015

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A Mendocino County Superior Court judge dealt a blow Monday to opponents of converting a 123-year-old hotel in downtown Fort Bragg into office space for a homeless service provider and short-term housing for the needy.

Judge Richard Henderson on Monday denied a request by Concerned Citizens of Fort Bragg for a preliminary injunction to halt the controversial project while a lawsuit filed against the conversion makes its way to trial.

In doing so, he indicated the lawsuit against the city of Fort Bragg and the project's nonprofit operator, Mendocino Coast Hospitality Center, is weak.

"Petitioner has failed to establish the likelihood of prevailing on the merits as to any of the stated causes of action," Henderson wrote in the ruling. He also said that putting a halt to the project now would cause more harm to the hospitality center than to its critics.

The lawsuit is just one of several assaults on the controversial project. Others include a recall effort against the city's mayor — who supports the project — and a proposed ballot initiative that would retroactively prohibit social services-related facilities in Fort Bragg's historic business district.

The hospitality center, which provides homeless, mental health and drug rehabilitation services, plans to convert the vacant Old Coast Hotel on Franklin Street into offices for its programs and turn at least five of the hotel's rooms into

transitional housing units. Its officials contend it is a good location with a yard that provides a pleasant and private waiting area for clients.

But opponents, who include more than 1,200 people who signed a petition against the plan, say the location is inappropriate. The hotel is in the center of the business district, so people seeking services will have no privacy, they say. The hotel also lacks adequate parking and disabled access to the upstairs, critics say. They also would like to see the hotel, shuttered since 2010, preserved as a hotel, restaurant and bar or another facility that would be attractive to tourists and commerce.

The lawsuit contends the project is not in compliance with the city's zoning ordinance; that an environmental impact assessment needs to be conducted; and that the nonprofit is spending more money than necessary on the project.

The plaintiffs said they're disappointed in Henderson's ruling but are not giving up.

"Sadly, this whole dispute reflects a fundamental failure of democracy at the local level," Jeanne Stubenrauch said in a written response to a request for comment. "We're considering an appeal and our citizen initiative process is already underway."

City Manager Linda Ruffing said Monday's ruling clears the way for the city to disperse a \$1.2 million grant it obtained for the hospitality center to buy and renovate the hotel.

Henderson set a trial for Oct. 5.

You can reach Staff Writer Glenda Anderson at 462-6473 or [glenda.anderson@pressdemocrat.com](mailto:glenda.anderson@pressdemocrat.com). On Twitter @MendoReporter.

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LOOK UP YOUR SAMPLE BALLOT

Click Here

Fort Bragg, California, Initiative to Ban Social Services in the Business District, Measure U (2016)

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TEXT OF MEASURE SUPPORT OPPOSITION BACKGROUND PATH TO THE BALLOT RECENT NEWS MORE

LEARN

An initiative to ban all social service organizations from operating in the city's central business district was on the ballot for Fort Bragg voters in Mendocino County, California, in 2016. It was **defeated**.

A "yes" vote was a vote to ban social service organizations from operating in the city's central business district.

A "no" vote was a vote against the initiative designed to prohibit social service organizations from operating in the city's central business district.

Measure U was written to include a provision designed to make the ban on social service organizations retroactive, meaning it was designed to both shut down existing organizations established after January 1, 2015, and prevent new ones. The initiative was also set up to classify any social service organization existing before January 1, 2015, as a "legally nonconforming use," meaning such organizations would be subject to restrictions and could be forced to relocate out of the business district if they tried to expand or changed their operation. The Fort Bragg City Attorney stated that this retroactivity was the source of one of the several legal issues she saw with the initiative.<sup>[1]</sup>

## Election results

Fort Bragg, Measure U		
Result	Votes	Percentage
No	1,172	54.95%
Yes	961	45.05%

Election results from Mendocino County Elections Office (<https://www.co.mendocino.ca.us/acr/current.htm>)

## Overview

### What was it designed to do?

Measure U was designed to retroactively prohibit all social service organizations from operating within the city's central business district, including any organization dedicated to homeless services.<sup>[2]</sup>

Proponents of the initiative were motivated largely by a desire to prevent the homeless outreach center that was proposed to be established in the 123-year-old Old Coast Hotel in downtown Fort Bragg.<sup>[2]</sup>

Measure U was designed to ban all "social services organizations," which includes a wide range of operations.

Some examples of organizations operating at the time of the election on Measure U that fall under this category are listed below:<sup>[3]</sup>

- Parents & Friends (<http://www.parentsandfriends.org/>)
- Art Explorers (<http://www.artexplorers.org/>)
- Home Energy Links Program (HELP) (<http://www.redinet.org/HELP/>)
- The Hospitality Center (<http://www.mendocinohc.org/>), which provides homeless services, transitional housing, and other services.

Measure U: Fort Bragg Initiative to Ban Social Service Organizations in the Business District



The basics

Election date:

June 7, 2016

Status:

Defeated

Topic:

Local zoning, land use and development

Related articles

Local zoning, land use and development on the ballot

June 7, 2016 ballot measures in California

Mendocino County, California ballot measures

Local ballot measure elections in 2016

See also

Fort Bragg, California



## Questions about legality

In her impartial analysis of Measure U, Fort Bragg City Attorney Samantha W. Zutler said that legal concerns over the initiative exist regarding enforceability and unlawful discrimination:<sup>[1]</sup>

### CONTENTS

### 1 results

### view

- She said that the city might not be able to legally force social service organizations already established in the central business district to shut down since it could amount to a violation of the vested rights of those organizations.
- She also stated that the measure might violate state and federal anti-discrimination laws protecting those with disabilities and low incomes.

### ground

## What did supporters and opponents argue?

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## 2015 attempt

Proponents failed by one signature to qualify the initiative for the election ballot on November 3, 2015.

## Background

Efforts to pass this initiative were, in part, spurred by the city's plan to fund the Mendocino Coast Hospitality Center's (MCHC) efforts to purchase the Old Coast Hotel and convert it into a center for job training programs, mental health services and administrative offices, as well as about five units of transitional housing. On January 12, 2015, the City Council gave preliminary approval for a loan to the MCHC.<sup>[4]</sup>

The Concerned Citizens of Fort Bragg (CCFB) filed a petition in Mendocino County Superior Court seeking an injunction against the city to prevent the purchase of the hotel and the establishment of the planned transitional housing. The court decided it could not issue a restraining order against the city since there was not enough information about the proposal, the plan was not developed enough and no evidence was given that the group had legal standing.<sup>[5][6]</sup>

Expressing her concerns over the project, Carolyn Petersen, a member of Concerned Citizens of Fort Bragg, said, "To date, both the City and MCHC have refused to release information to the public about the nature and extent of the 20 alternative sites that MCHC found 'unacceptable,' and what exactly was unacceptable about them, as well as who the 'anonymous realtor' was that steered MCHC to the Hotel site."<sup>[5]</sup>

On April 27, 2015, the City Council gave final approval for a forgivable loan of up to \$1.6 million in Community Development Block Grant (CDBG) funding.<sup>[7]</sup>

## Council vote

The final resolution to approve the CDBG funding was passed by the City Council by a vote of three-to-one, with Vice Mayor Lindy Peters as the only dissenter and Council Member Michael Cimolino recused.<sup>[7]</sup>

Mayor Dave Turner, Council Member Scott Deitz, and Council Member Doug Hammerstrom voted to approve the final proposal.<sup>[7]</sup>

## Lawsuit

**Status:** *This lawsuit was dropped by plaintiffs.*

After the official decision by the City Council to approve the funding proposal and the Old Coast Hotel project, another hearing on the CCFB lawsuit to halt the process was scheduled to be heard in Mendocino County superior court. Moreover, CCFB submitted the "intent to circulate" paperwork for this initiative measure. Judge Richard Henderson heard arguments in this case on June 4, 2015. Lawyers representing the Concerned Citizens group argued that (1) the city's zoning laws prohibit projects such as MCHC's plan to operate homeless services out of the Old Coast Hotel, (2) the city failed to provide enough information or notice to the public regarding the project before approving it and (3) the city wasted public money by planning to spend \$1.2 million in tax dollars on the project through at least partial forgiveness of its loan to MCHC. City attorneys responded by saying the zoning code cited by the Concerned Citizens, which prohibits "temporary shelters" in the city's core business area, does not apply to the transitional housing plan proposed by MCHC. The city also argued that it conducted a full environmental review as required by law and that its forgivable loan to MCHC does not fall under any legal definition of "waste."<sup>[7][8]</sup>



Old Coast Hotel in Fort Bragg

## Voting on Property



## Ballot Measures

By state

By year

Not on ballot

**Local** [show]

On June 22, 2015, Judge Henderson decided not to grant a preliminary injunction against the city's use of the grant funding. He also indicated that CCFB's case was tenuous and would likely fail after a full court hearing. Judge Henderson wrote, "Petitioner has failed to establish the likelihood of prevailing on the merits as to any of the stated causes of action." Henderson scheduled a full court trial for October 5, 2015.<sup>[9]</sup>

Jeanne Stubenrauch, an opponent of the homeless services project and a member of CCFB said, "Sadly, this whole dispute reflects a fundamental failure of democracy at the local level. We're considering an appeal and our citizen initiative process is already underway."<sup>[9]</sup>

## Text of measure

### Ballot question

The following question appeared on the ballot:<sup>[10]</sup>

“ Shall Chapter 18.22 of the Municipal Code of the City of Fort Bragg be amended to provide that a social service organization is a prohibited use within the Central Business District unless such organization was established at a location within the district prior to January 1, 2015?<sup>[11]</sup>

### Impartial analysis

The following impartial analysis was prepared for Measure U by the Fort Bragg City Attorney:<sup>[1]</sup>

“ Measure U was placed on the ballot by a petition signed by the requisite number of voters.

Measure U would change the City of Fort Bragg Inland Land Use and Development Code ("Zoning Code") in two ways. First, it would amend the definition of the Central Business District ("CBD"), found in Article 2, Section 18.22.020, to state: "[a] social service organization is not a permitted use under any circumstances unless such organization was established and existed at a location within the CBD zoning district prior to January 1, 2015."

Second, it would amend Section 18.22.030, Table 2-6, so that the description of "social service organization" is changed from a "Permitted Use" to a use that is "Not Allowed" in the CBD.

Zoning Code Section 18.100.010 defines a "social service organization" as:

A public or quasi-public establishment providing social and/or rehabilitation services, serving persons with social or personal problems requiring special services, the handicapped, and the otherwise disadvantaged. Examples of this land use include: counseling centers, welfare offices, job counseling and training centers, or vocational rehabilitation agencies. Includes organizations soliciting funds to be used directly for these and related services, and establishments engaged in community improvement and neighborhood development. Does not include day-care services, emergency shelters and transitional housing, or "Residential Care," which are separately defined.

If passed and enforceable, Measure U would prohibit any new social service organization from opening in the CBD. If a social service organization operated in the CBD prior to January 1, 2015, the organization would become a legally nonconforming use, and be subject to restrictions on its ability to expand or intensify its use of its current property. Measure U would ostensibly require all social service organizations currently operating in the CBD, and that began operating in the CBD after January 1, 2015, to either shut down or relocate.

Certain legal questions exist regarding the substance and enforceability of Measure U.

A legal question exists as to whether social service organizations that already exist in the CBD, and opened after January 1, 2015, could legally be required to shut down, as required by the measure, or whether they would simply become legal nonconforming uses. Likewise, a legal question exists as to whether attempts to force social service organizations that opened in the CBD after January 2015 to shut down would interfere with the vested rights of those organizations. A related legal question thus exists as to whether Measure U is enforceable as to any social service organization that is already operating in the CBD as of the effective date of the measure.

A legal question exists as to whether Measure U is discriminatory against individuals based on disability and source of income, in violation of various State and federal laws.<sup>[11]</sup>

### Full text

The full text of Measure U is available here (<http://city.fortbragg.com/DocumentCenter/View/5277>).

## Support

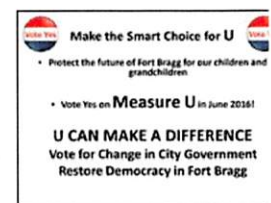
### Supporters

The group behind the initiative is called the Concerned Citizens of Fort Bragg (CCFB).<sup>[12][2]</sup>

Anna Marie Cesario, a member of the group, said the goal of initiative proponents was to ensure "the fundamental historical and business character of the Central Business District be retained and that social services for the homeless and transitional housing be situated outside that small central hub in any number of alternative zones."<sup>[2][7]</sup>

The following individuals signed the official argument in favor of Measure U:<sup>[1]</sup>

- Jeanne Stubenrauch





- Carolyn Petersen
- Dawn Ferreira
- Marissa Colombi
- Anne Marie Cesario

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## Arguments in favor

7 results

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## Official argument

The following official argument was submitted in favor of Measure U:

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Exercise your democratic rights: Vote Yes! This measure is a simple City Zoning Ordinance change that insures [sic] the preservation of our Historic Downtown business district-north to Pine Street and South to Oak Street, from Main Street to McPherson. Fort Bragg deserves a downtown that inspires opportunities for business and tourism. Voting Yes on this measure will allow for a zoning ordinance that preserves the historic district and promotes the growth and development of small businesses. Ensure the bright future of Fort Bragg's Central Business District by Voting Yes on the Measure Prohibiting Social Services in the CBD as the city's rich history should be celebrated, and business's allowed to prosper. As a community we must protect economic growth and foster sustainability for our downtown retail stores, art galleries and cultural events. Make your opinion count. This measure does not impact social service organizations established before January of 2015! Vote Yes if you want to preserve the historic use and structure of the Old Coast Hotel. Vote Yes for the responsible use of tax dollars to benefit the vulnerable and needy clientele of service agencies. The Measure Prohibiting Social Services from the Central Business District defines other areas of the city that are conducive to Social Services and will allow for access of all who seek those services. The people of Fort Bragg should dictate the direction of downtown. The City Council ignored the will of the people, this measure restores it. Vote Yes!<sup>[11]</sup>

## Opposition

### Opponents

A Social Services Alliance Against Measure U formed a "Vote no on U" campaign to urge voters to reject the initiative.<sup>[13]</sup>

Go Fort Bragg, an organization "dedicated to cultivating and promoting progressive values and civic engagement in Fort Bragg" also opposed Measure U.<sup>[14]</sup>

The following individuals signed the official argument in opposition to Measure U:<sup>[1]</sup>

- Scott Menzies, Go Fort Bragg
- Annie Liner, volunteer executive director Mendocino Coast Children's Fund
- Rick Moon, executive director of Parents and Friends, Inc.
- Mara Thomas, board president of Art Explorer

The Fort Bragg City Council voted unanimously against approving this initiative themselves.<sup>[2]</sup>

### Arguments against

Opponents of the measure argued that Measure U would:

- Discriminate against disabled people, low-income people, homeless people and any others in need of social services, such as veterans, seniors, the mentally ill, and children;
- Open the city up to expensive lawsuits; and
- Be unenforceable due to legal issues with the vested rights of social service organizations and state and federal anti-discrimination laws.

### Official argument

The following official argument was submitted in opposition to Measure U:<sup>[1]</sup>

“

Vote NO on the Measure to Ban Social Services in the Central Business District. All five City Council members agree: This measure is a bad idea.

The City Attorney has said it could be challenged as discriminatory and unlawful under State and Federal laws and that the retroactivity provision would likely be subject to challenge.

This measure is discriminatory, unenforceable and unjust. It threatens the civil rights of everyone who uses social services, which includes veterans, seniors, and children.



It will expose the City to very costly litigation.  
 It will waste your taxpayer dollars fighting lawsuits.  
 It will be deemed illegal and unenforceable.

Fort Bragg has a proud history of helping those in need – let's keep it that way. Show your support for organizations like Project Sanctuary, Art Explorers, Parents and Friends, The Food Bank, Hospitality Center, Mendocino Coast Children's Fund, and Habitat for Humanity by rejecting this measure.

We ask you to join us in voting NO on the Measure to Ban Social Services in the Central Business District.<sup>[11]</sup>

## Path to the ballot

See also: *Laws governing local ballot measures in California*

## 2015 attempt

Members of the Concerned Citizens of Fort Bragg submitted the "intent to circulate" paperwork for this initiative after the final approval by the City Council to allocate up to \$1.6 million in Community Development Block Grant (CDBG) funding to the Mendocino Coast Hospitality Center so it could purchase the Old Coast Hotel and convert it into a center for homeless services. The initiative was approved for circulation in the first week of June 2015. In mid-July 2015, petitioners turned in signature petitions with 395 signatures to the city, which passed them on for verification to the Mendocino registrar of voters. The group needed 313 valid signatures to put the measure on the ballot. A couple of weeks later, elections officials announced that 312 of the submitted signatures were valid, leaving the petition one signature short of the minimum required threshold. The 83 disqualified signatures were not counted by elections officials for four different reasons: 34 signers were not registered to vote, 27 signers were registered to vote in the wrong district, 13 signature entries listed addresses that did not match the address listed on the county voter registration database and eight signatures were duplicates of previous signatures, of which one set was counted as valid and the others were discarded.<sup>[7][8][15][16]</sup>

## 2016 attempt

When proponents of this initiative failed by one signature to collect enough valid signatures to qualify the measure for the ballot in 2015, they announced they would collect new signatures to put the measure on an election ballot in 2016. The group succeeded in its 2016 effort, collecting 660 signatures. More than the required 469 were certified as valid, which forced the Fort Bragg City Council to either enact the initiative directly or put it before voters. The City Council voted unanimously against enacting the measure, putting it on the June 2016 election ballot as Measure U instead.<sup>[17]</sup>

## Recent news

The link below is to the most recent stories in a Google news search for the terms **Fort Bragg homeless services ban Measure U**. These results are automatically generated from Google. Ballotpedia does not curate or endorse these articles; they are included to provide readers with the most recent news articles on the subject. Click here to learn more about this section.

## Fort Bragg, California, Initiative to Ban Social Services in the Business District, Measure U (2016) - Google News Feed (<http://google.com/search?hl=en&gl=us&tbm=nws&q=Fort+Bragg+homeless+services+ban+Measure+U&um=1&ie=UTF-8>)

- Tiny Fort Bragg Bitterly Divided over Downtown Homeless Center - KQED
- Fort Bragg voters to decide on downtown social services ban - Santa Rosa Press Democrat
- Social Services To Stay In Downtown Ft. Bragg - Jefferson Public Radio
- Mendocino County voters to decide on timber practices, Fort Bragg zoning issues - Santa Rosa Press Democrat
- California town divided over downtown homeless shelter - Marketplace.org

## See also

- Local zoning, land use and development on the ballot
- Mendocino County, California ballot measures
- November 3, 2015 ballot measures in California

## External links

- *Mendocino County Elections Office* website (<http://www.co.mendocino.ca.us/acr/elections.htm>)

## Support

- Concerned Citizens of Fort Bragg website (<http://concernedcitizensfortbragg.com/index.html>) and Facebook page (<https://www.facebook.com/concernedcitizensoffortbragg/timeline>)

## Opposition

- Social Services Alliance Against Measure U Facebook page (<https://www.facebook.com/votenoonthemeasureu/>)
- Go Fort Bragg website (<http://www.gofortbragg.com/>) and Facebook page (<https://www.facebook.com/GoFortBragg/>)

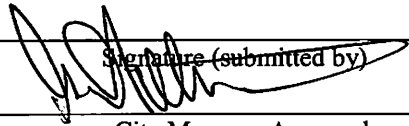


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: November 14, 2016

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

---


Subject: Intergovernmental Agreement for Building Inspection Services

Recommended Motion:

Motion to authorize City Manager to execute an Intergovernmental Agreement for Building Services with Curry County.

Financial Impact:

City will recover cost of providing service.

Reviewed by Finance and Human Resources Director: 

Background/Discussion:

The Curry County Community Development Department has requested assistance from the City of Brookings to perform building inspection in the unincorporated area from the Chetco River to the California border for a six month period due to a staff shortage.

The attached intergovernmental agreement provides that the City would provide buildings inspection services up to eight hours per week and only on Wednesdays. The City would be compensated at \$42.00 per hour. This is the weighted hourly rate for the City's current Building Official/Inspector including the use of a City vehicle. The term of the agreement would be December 15, 2016 through June 15, 2017 and may be terminated at any time on 30 days notice.

Attachment(s):

- a. Draft intergovernmental agreement.



**INTERGOVERNMENTAL AGREEMENT  
FOR BUILDING SERVICES BETWEEN  
THE COUNTY OF CURRY COUNTY AND THE CITY OF BROOKINGS**

**I. INTRODUCTION**

The Parties to this Intergovernmental Agreement (IGA) are the City of Brookings, municipal corporation of the State of Oregon, and Curry County, Oregon, a political subdivision of the State of Oregon.

This Agreement is entered into under authority of ORS 190.010 for the purpose of the City of Brookings providing professional building inspection services to Curry County. This agreement replaces any previous intergovernmental agreement concerning this subject between the parties.

**II. GENERAL PROVISIONS**

**A. Definitions as Used in this Agreement**

"Board of Commissioners or Board" means the Curry County Board of Commissioners.

"City" means the City of Brookings City Manager.

"City Building Inspector" means the Brookings Building Official.

"Community Development Director" means the Community Development Director by Curry County.

"County" means Curry County, a political subdivision of the State of Oregon.

"IGA" means Intergovernmental Agreement or Agreement

**B. Authority**

The Board hereby designates the Community Development Director to:

1. Administer this IGA and
2. Extend the IGA terms when s/he finds the extension to be necessary and the City and the County mutually agree upon the extension under the terms of Section VI.
3. Revise the IGA scope of work when s/he finds the extension to be necessary consistent with the terms outlined in Section VII.

### **III. PARAMETERS OF THIS AGREEMENT**

#### **The City and County agree that:**

1. The City will provide, under the direction of the Curry County Building Official, Electrical, plumbing, commercial structural, conventional framed residential, manufactured and residential mechanical inspection services from Parkview Drive to the California border.
2. The Building Inspector will be available on Wednesdays of each week for an 8 hour period of time.

### **IV. COMPENSATION TO BE PROVIDED BY THE COUNTY**

The billing rate for services provided by the Building Inspector is \$42.00/hour for the services described in Section III.

### **V. OTHER PROVISIONS**

#### **A. City Building Inspector employment Status While Serving the County**

1. The City Building Inspector is not an employee of the County for purposes of compensation, benefits or other personnel related matters.
2. The Building Inspector is covered by the City's liability insurance and worker's compensation insurance.

#### **B. Files and Records**

1. The County will provide the City Building Inspector with a copy of all application forms, report forms, and other related materials to be used in the conduct of building inspections.
2. Except as otherwise provided, all original files and records related to the County's Building Permit applications shall be retained in files at the City offices for the term of the agreement.

### **VI. TERM AND TERMINATION**

#### **A. Term**

1. This agreement shall commence on December 15, 2016 and terminate on June 15, 2017. This agreement supersedes any prior agreement between both parties for Planning Services.
2. The agreement time commitment may be extended subject to the terms noted in Section III for a period of time mutually agreeable to

the City Manager and the Community Development Director subject to the limitations of the County's authorized irregular employee budget for building services.

3. The Agreement may be terminated by either party (the City or the County) thirty (30) working days following notification as specified in a. below under the following procedure:
  - a. the party requesting termination shall notify the other party in writing of its intention to terminate; and
  - b. upon termination of the agreement by either party, the County shall return all files, records and correspondence related to applications to the city.
  - c. termination shall not prejudice any rights of the parties that have accumulated prior to the effective date of termination.

## **VII. MODIFICATION**

No modification of this Agreement shall be valid unless in writing and signed by the parties.

The Community Development Director may authorize a modification to this agreement related to the scope of building services noted in Section III. Modification of the scope of services is limited to additional types of building inspection services not specified in Section III.

If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement.

## **VIII. INDEMNIFICATION**

County shall hold harmless, defend and indemnify the City and its officers, employees, and agents for any and all claims, suits or actions arising out of work that the City performs for the County under this agreement. County shall name the City as an additional insured for work performed under this agreement.

**IN WITNESS WHEREOF**, this Intergovernmental Agreement between the City of Brookings and Curry County is signed and executed this +++th day of +++, 2016.

\_\_\_\_\_  
Gary Milliman  
City Administrator  
City of Brookings

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Huxley  
Board of Commissioners Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Brock-Smith  
Curry County Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Susan Brown  
Curry County Commissioners Vice-Chair

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
John Huttl  
Curry County Counsel

\_\_\_\_\_  
Date

# City of Brookings

## CITY COUNCIL MEETING MINUTES

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

Monday, October 24, 2016

### **Call to Order**

Mayor Hedenskog called the meeting to order at 7:03 PM.

### **Roll Call**

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

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Planning Manager Donna Colby-Hanks and City Recorder Teri Davis.

Others Present: Eleven audience members; Mary Rowe was attending the meeting via teleconference.

### **Public Hearings and Ordinances**

*A continued Public Hearing on File LDC-2-16 for consideration of revisions to allow approval of a one room bed and breakfast with a home occupation permit.*

Mayor Hedenskog opened the public hearing at 7:05 p.m.

Planning Manager Colby-Hanks presented the staff report.

There was no one present to speak for or against the revision.

Mayor Hedenskog closed the public hearing at 7:12 p.m.

Mayor Hedenskog explained that he initiated this proposal because he felt a one-room bed and breakfast created only a minor impact on the surrounding neighborhood.

**Councilor Pieper moved, a second followed and Council voted unanimously to approve revisions proposed by LDC-2-16 to revise Section 17.104.030 Home Occupation Criteria to include a one room bed and breakfast and the revise Section 17.124.140 Specific Standards Applying to Conditional Uses, Bed and breakfast facilities, to clarify the section applies to bed and breakfast facilities with rental of more than one bedroom and direct staff to prepare the adopting ordinance.**

*Ordinance 16-O-763 Amending Sub-Section C of Brookings Municipal Code Section 9.10.345, Abusive Solicitation, Definitions*

City Manager Milliman presented the staff report. City Attorney Rice explained the reasoning for the revisions.

Mary Rowe addressed Council via teleconference expressing support for the Ordinance revision.

Councilor Triglia indicated that he was more comfortable with the new phrasing, but still had concerns about the use of the word “following” in Sub-Section C-3-b.

City Attorney Rice advised that the phrasing was allowable due to it implies intent.

Councilor Hamilton asked if all of the ACLU concerns had been addressed. Attorney Rice said they have been.

**Councilor Pieper moved, a second followed and Council voted unanimously to do a first reading of Ordinance 16-O-763 by title only.**

Mayor Hedenskog read the title.

**Councilor Triglia moved, a second followed and Council voted unanimously to do a second reading of Ordinance 16-O-763 by title only.**

Mayor Hedenskog read the title.

**Councilor Hodges moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-763 [Amending Sub-Section C of Brookings Municipal Code Section 9.10.345, Abusive Solicitation, Definitions].**

*Ordinance 16-O-764 Amending Brookings Municipal Code Section 5.10.050, Taxicabs, Operator Requirements*

City Manager Milliman presented the staff report. Mr. Milliman advised that due to needed edits that were discovered after the Ordinance had been noticed, the Ordinance would need to be read in full two times before it could be adopted.

Mayor Hedenskog read the full text of the Ordinance for the first time.

Councilor Pieper read the full text of the Ordinance for the second time.

Councilor Triglia reiterated that the edit in Sub-Section F removed the phrase about obscene language.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-764 [Amending Brookings Municipal Code Section 5.10.050, Taxicabs, Operator Requirements].**

#### **Oral Requests and Communications from the audience**

- Linda McClean of Brookings addressed Council to introduce herself and her non-profit group, Coastline Neighbors, which will provide assistance to elderly residents so that they can remain in their own homes for as long as possible. The organization is expected to be operational by 2017.

## **Staff Reports**

### *Support Letter for County/Health District Intergovernmental Agreement*

City Manager Milliman presented the staff report.

Catherine Wiley of 96370 Duley Creek, Brookings, addressed Council representing South Curry Health Care Alliance. She spoke in opposition to the proposal.

County Commission Susan Brown addressed Council asking that the support letter be postponed pending further discussion.

Mayor Hedenskog provided a history of the obstacles that have delayed a healthcare facility in the Brookings area. He emphasized that he is willing to do whatever it takes to move this issue ahead.

Councilor Triglia provided a review of the applicable ORS.

Councilor Pieper suggested some edits to the letter to make it a broader message. Mayor Hedenskog requested that the edits include the word "expedite".

Councilor Hodges emphasized that a lot of time and effort have gone into this issue; the time is now for an Emergency Room.

Councilor Hamilton added that this letter needs to be part of the planning efforts; that it is time for this issue to come off the back burner.

Mayor Hedenskog pointed out that Brookings is the largest city in Oregon without an Emergency Room.

Councilor Pieper congratulated Mayor Hedenskog for showing "serious visionary leadership" in coming up with this funding plan.

**Councilor Triglia moved, a second followed and Council voted unanimously to authorize the Mayor to execute a letter of support for the proposed Intergovernmental Agreement, with discussed edits, for Curry County Health District Capital Improvements.**

## **Consent Calendar**

1. Approve Council Minutes for October 10, 2016
2. Accept TPAC Minutes for August 18, 2016
3. Accept TPAC Minutes for August 26, 2016
4. Cancel November 28 and December 26, 2016 City Council meetings
5. Receive monthly financial report for October, 2016

Mayor Hedenskog moved, a second followed and Council voted unanimously to approve the Consent Calendar.

### **Remarks from Mayor and Councilors**

Councilor Hamilton admonished parents, teachers and students to abolish bullying.

City Manager Milliman said that the City survived last weekend's storm. He thanked Public Works Supervisor Richard Christensen, the entire Public Works crew, the Police Department, the Fire Department and Dispatch personnel for a very fine, coordinated effort.

Mayor Hedenskog added that the City is fortunate to have Richard who has a great level of skill.

### **Adjournment**

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 8:34 PM.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2016:

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Ron Hedenskog, Mayor

---

Teri Davis, City Recorder



## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/16	10/06/2016	78068	5689	101 Things to Do Publication	32-00-2005	2,219.00
10/16	10/06/2016	78069	1621	10-10 Express Tow & Recycle	10-00-2005	65.00
10/16	10/06/2016	78070	882	Advanced Security Systems	20-00-2005	73.50
10/16	10/06/2016	78071	993	ATCO International	25-00-2005	135.00
10/16	10/06/2016	78072	4788	Bureau of Labor & Industries	57-00-2005	2,235.16
10/16	10/06/2016	78073	5048	Brookings Harbor Medical Center	10-00-2005	150.00
10/16	10/06/2016	78074	313	Brookings Vol Firefighters	10-00-2005	2,250.00
10/16	10/06/2016	78075	715	Budge McHugh Supply	10-00-2005	2,088.17
10/16	10/06/2016	78076	5070	Canon Solutions America	10-00-2005	77.01
10/16	10/06/2016	78077	5690	Chapter 13 Trustee	10-00-2005	160.50
10/16	10/06/2016	78078	212	Chem Quip Inc	25-00-2005	2,119.06
10/16	10/06/2016	78079	3834	Clean Sweep Janitorial Service	10-00-2005	2,235.00
10/16	10/06/2016	78080	4882	Coastal Heating & Air	10-00-2005	116.30
10/16	10/06/2016	78081	1745	Coastal Paper & Supply, Inc	10-00-2005	131.96
10/16	10/06/2016	78082	173	Curry Equipment	25-00-2005	668.25
10/16	10/06/2016	78083	166	Dan's Auto & Marine Electric	10-00-2005	231.16
10/16	10/06/2016	78084	259	Da-Tone Rock Products	50-00-2005	931.68
10/16	10/06/2016	78085	1	Shelly Bourdlaies	20-00-2005	39.85
10/16	10/06/2016	78086	1	Field Asset Services LLC	20-00-2005	205.46
10/16	10/06/2016	78087	5156	Desi's Tree Trimming	15-00-2005	250.00
10/16	10/06/2016	78088	5073	Edwards Roofing	50-00-2005	84.50
10/16	10/06/2016	78089	5676	Ewing Irrigation Products Inc	50-00-2005	376.28
10/16	10/06/2016	78090	3342	Fastenal	20-00-2005	256.54
10/16	10/06/2016	78091	2186	Ferguson	20-00-2005	3,272.93
10/16	10/06/2016	78092	153	Ferrellgas	25-00-2005	431.79
10/16	10/06/2016	78093	5642	Financial Pacific Leasing	10-00-2005	4,031.88
10/16	10/06/2016	78094	5432	First Community Credit Union	25-00-2005	812.99
10/16	10/06/2016	78095	529	Flora Pacifica Inc	15-00-2005	3,600.00
10/16	10/06/2016	78096	4646	Frontier	30-00-2005	659.59
10/16	10/06/2016	78097	5065	Gold Beach Lumber	20-00-2005	833.31
10/16	10/06/2016	78098	269	Grainger	25-00-2005	43.68
10/16	10/06/2016	78099	139	Harbor Logging Supply	15-00-2005	261.25
10/16	10/06/2016	78100	199	Richard Harper	10-00-2005	400.00
10/16	10/06/2016	78101	4760	Industrial Electric Arcata, Inc.	20-00-2005	551.00
10/16	10/06/2016	78102	2216	John D Rapraeger Inc	15-00-2005	8,340.00
10/16	10/06/2016	78103	162	Kerr Hardware	20-00-2005	1,517.13
10/16	10/06/2016	78104	202	League of Oregon Cities	10-00-2005	20.00
10/16	10/06/2016	78105	328	Les Schwab Tire Center	10-00-2005	807.43
10/16	10/06/2016	78106	4981	McLennan Excavation, Inc	57-00-2005	399,764.75
10/16	10/06/2016	78107	4269	Milliman, Gary	10-00-2005	67.50
10/16	10/06/2016	78108	685	Neilson Research Corporation	20-00-2005	621.00
10/16	10/06/2016	78109	4487	Net Assets Corporation	10-00-2005	390.00
10/16	10/06/2016	78110	279	One Call Concepts, Inc	20-00-2005	58.08
10/16	10/06/2016	78111	5008	Online Information Services	10-00-2005	113.74
10/16	10/06/2016	78112	5390	O'Reilly Automotive, Inc	10-00-2005	56.94
10/16	10/06/2016	78113	695	P & S Construction Co, Inc	15-00-2005	1,445.00
10/16	10/06/2016	78114	311	Paramount Supply Company	20-00-2005	251.15
10/16	10/06/2016	78115	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
10/16	10/06/2016	78116	322	Postmaster	25-00-2005	850.00
10/16	10/06/2016	78117	322	Postmaster	10-00-2005	25.00
10/16	10/06/2016	78118	3751	Proficient Automotive Repair	10-00-2005	1,280.98
10/16	10/06/2016	78119	5688	ProLawn Services Inc	50-00-2005	6,600.00
10/16	10/06/2016	78120	1893	Public Safety Center	10-00-2005	105.28

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/16	10/06/2016	78121	207	Quill Corporation	10-00-2005	506.93
10/16	10/06/2016	78122	5691	Ritz Safety LLC	15-00-2005	300.11
10/16	10/06/2016	78123	1840	Rogue Credit Union	25-00-2005	1,140.72
10/16	10/06/2016	78124	3369	Schwabe Williamson & Wyatt PC	10-00-2005	127.50
10/16	10/06/2016	78125	4203	Ultramax	10-00-2005	77.11
10/16	10/06/2016	78126	2863	Verizon	10-00-2005	479.42
10/16	10/06/2016	78127	861	Village Express Mail Center	10-00-2005	54.69
10/16	10/06/2016	78128	2122	Cardmember Service	25-00-2005	6,253.31
10/16	10/06/2016	78129	108	VWR International Inc	25-00-2005	310.25
10/16	10/06/2016	78130	169	Waste Connections Inc	10-00-2005	146.84
10/16	10/06/2016	78131	4131	Zumar Industries Inc	15-00-2005	39.95
10/16	10/13/2016	78132	5673	Ashland Hills Hotel & Suites	10-00-2005	392.70
10/16	10/13/2016	78133	255	Batteries Plus	25-00-2005	115.50
10/16	10/13/2016	78134	5004	Blumenthal Uniforms & Equipment	10-00-2005	306.95
10/16	10/13/2016	78135	4827	Boldt, Carlisle & Smith LLC	75-00-2005	21,275.00
10/16	10/13/2016	78136	4193	C & K Market, Inc	50-00-2005	652.59
10/16	10/13/2016	78137	528	Caselle, Inc	25-00-2005	889.33
10/16	10/13/2016	78138	3015	Charter Communications	10-00-2005	702.35
10/16	10/13/2016	78139	4882	Coastal Heating & Air	10-00-2005	127.80
10/16	10/13/2016	78140	183	Colvin Oil Company	25-00-2005	3,796.00
10/16	10/13/2016	78141	317	DCBS - Fiscal Services	10-00-2005	296.53
10/16	10/13/2016	78142	185	Del Cur Supply	50-00-2005	1,066.89
10/16	10/13/2016	78143	1	Jennafer Krominga	20-00-2005	209.18
10/16	10/13/2016	78144	1	Cheryl Kurosky	20-00-2005	196.31
10/16	10/13/2016	78145	1	Penny Meo	20-00-2005	8.39
10/16	10/13/2016	78146	4357	Hemlock Street Properties LLC	10-00-2005	480.00
10/16	10/13/2016	78147	4646	Frontier	10-00-2005	38.27
10/16	10/13/2016	78148	5452	Ganey, Pamela	10-00-2005	133.20
10/16	10/13/2016	78149	198	Grants Pass Water Lab	20-00-2005	342.00
10/16	10/13/2016	78150	5470	Heffington, Joyce J	10-00-2005	1,545.00
10/16	10/13/2016	78151	4171	In-Motion Graphics	61-00-2005	75.00
10/16	10/13/2016	78152	5526	L.N. Curtis & Sons Inc	10-00-2005	753.97
10/16	10/13/2016	78153	4324	OGFOA	10-00-2005	405.00
10/16	10/13/2016	78154	252	Paramount Pest Control	10-00-2005	50.00
10/16	10/13/2016	78155	3751	Proficient Automotive Repair	20-00-2005	600.00
10/16	10/13/2016	78156	3	Dennis Frederickson	20-00-2005	17.23
10/16	10/13/2016	78157	3309	Roberts & Associates	50-00-2005	1,120.00
10/16	10/13/2016	78158	267	SeaWestern Fire Fighting Equip	10-00-2005	785.00
10/16	10/13/2016	78159	5448	Stover Engineering	53-00-2005	268.50
10/16	10/13/2016	78160	432	USA Bluebook	25-00-2005	177.45
10/16	10/13/2016	78161	169	Waste Connections Inc	25-00-2005	1,591.99
10/16	10/13/2016	78162	5692	Wells, Naomi	10-00-2005	103.00
10/16	10/13/2016	78163	4825	Y-Bull Septic & Excavating, LLC	50-00-2005	900.00
10/16	10/20/2016	78164	5656	Aerzen USA Corporation	25-00-2005	184.96
10/16	10/20/2016	78165	4734	Aramark Uniform Services	10-00-2005	144.35
10/16	10/20/2016	78166	4939	BI- Mart Corporation	25-00-2005	373.84
10/16	10/20/2016	78167	4363	Black & Rice LLP	10-00-2005	1,793.03
10/16	10/20/2016	78168	5420	Breshears, Kathleen	32-00-2005	3,000.00
10/16	10/20/2016	78169	5048	Brookings Harbor Medical Center	25-00-2005	350.00
10/16	10/20/2016	78170	5070	Canon Solutions America	10-00-2005	742.95
10/16	10/20/2016	78171	183	Colvin Oil Company	20-00-2005	2,631.96
10/16	10/20/2016	78172	2384	Curry County Road Dept	15-00-2005	6,728.96
10/16	10/20/2016	78173	1	Harold Bailey	20-00-2005	88.52
10/16	10/20/2016	78174	1	John Paul & Shantell Brackett	20-00-2005	149.78
10/16	10/20/2016	78175	1	Christie Johnston	20-00-2005	143.75
10/16	10/20/2016	78176	1	Wm & Dorothy Mendenhall	20-00-2005	5.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/16	10/20/2016	78177	2640	Dyer Partnership Inc., The	53-00-2005	45,714.53
10/16	10/20/2016	78178	3342	Fastenal	25-00-2005	464.52
10/16	10/20/2016	78179	2186	Ferguson	20-00-2005	155.00
10/16	10/20/2016	78180	4646	Frontier	30-00-2005	109.41
10/16	10/20/2016	78181	5089	Monoprice, Inc	49-00-2005	59.08
10/16	10/20/2016	78182	3159	NorthCoast Health Screening	25-00-2005	300.00
10/16	10/20/2016	78183	866	Pitney Bowes Global Financial, LLC	10-00-2005	249.00
10/16	10/20/2016	78184	378	Quality Control Services	25-00-2005	126.85
10/16	10/20/2016	78185	5606	Quality Fence Company	50-00-2005	27,989.00
10/16	10/20/2016	78186	207	Quill Corporation	10-00-2005	541.92
10/16	10/20/2016	78187	5681	Robertson Sherwood Architects PC	50-00-2005	4,288.65
10/16	10/20/2016	78188	380	Stadelman Electric Inc	20-00-2005	5,095.66
10/16	10/20/2016	78189	5693	Sue Mathis Landscape Design	10-00-2005	500.00
10/16	10/20/2016	78190	151	Western Communications, Inc.	52-00-2005	949.61
10/16	10/20/2016	78191	551	Western Pacific Tree Serv Inc	10-00-2005	425.00
10/16	10/20/2016	78192	5694	Wild Rivers Coast Foundation for Dance	32-00-2005	5,000.00
10/16	10/20/2016	78193	4825	Y-Bull Septic & Excavating, LLC	50-00-2005	1,000.00
10/16	10/27/2016	78194	5004	Blumenthal Uniforms & Equipment	10-00-2005	38.57
10/16	10/27/2016	78195	5048	Brookings Harbor Medical Center	10-00-2005	75.00
10/16	10/27/2016	78196	5695	Cal-Ore Life Flight	10-00-2005	120.00
10/16	10/27/2016	78197	5336	Chetco Community Public Library	10-00-2005	15.00
10/16	10/27/2016	78198	4928	CIS Trust	10-00-2005	219.83
10/16	10/27/2016	78199	1	Betty Castillo	20-00-2005	167.73
10/16	10/27/2016	78200	1	Michelle Johnson	20-00-2005	36.79
10/16	10/27/2016	78201	1	John Mullen	20-00-2005	81.38
10/16	10/27/2016	78202	1	Paul Otto	20-00-2005	23.95
10/16	10/27/2016	78203	1	Paul Otto	20-00-2005	5.15
10/16	10/27/2016	78204	4357	Hemlock Street Properties LLC	10-00-2005	400.00
10/16	10/27/2016	78205	3342	Fastenal	15-00-2005	300.00
10/16	10/27/2016	78206	298	Freeman Rock, Inc	15-00-2005	9,691.38
10/16	10/27/2016	78207	4646	Frontier	30-00-2005	108.69
10/16	10/27/2016	78208	4646	Frontier	10-00-2005	19.53
10/16	10/27/2016	78209	5123	GCB Automation and Marine LLC	25-00-2005	1,085.00
10/16	10/27/2016	78210	269	Grainger	20-00-2005	84.56
10/16	10/27/2016	78211	167	Hach Company	25-00-2005	953.98
10/16	10/27/2016	78212	4171	In-Motion Graphics	10-00-2005	10.50
10/16	10/27/2016	78213	2397	International Code Council, Inc	10-00-2005	135.00
10/16	10/27/2016	78214	4980	iSecure	10-00-2005	33.00
10/16	10/27/2016	78215	4493	Kyle Kennedy	10-00-2005	66.00
10/16	10/27/2016	78216	4573	Methodworks	25-00-2005	1,327.00
10/16	10/27/2016	78217	334	North Coast Electric Company	25-00-2005	27.22
10/16	10/27/2016	78218	3603	Norwest Safety	25-00-2005	126.20
10/16	10/27/2016	78219	4332	Oregon Assoc Chiefs of Police	10-00-2005	201.00
10/16	10/27/2016	78220	5696	Oregon Business Forms Inc	20-00-2005	227.58
10/16	10/27/2016	78221	695	P & S Construction Co, Inc	50-00-2005	1,862.50
10/16	10/27/2016	78222	1893	Public Safety Center	10-00-2005	199.80
10/16	10/27/2016	78223	207	Quill Corporation	10-00-2005	384.18
10/16	10/27/2016	78224	3	Frederick J Liedtke	20-00-2005	12.74
10/16	10/27/2016	78225	380	Stadelman Electric Inc	25-00-2005	642.92
10/16	10/27/2016	78226	2738	Taser International	10-00-2005	3,796.20
10/16	10/27/2016	78227	861	Village Express Mail Center	10-00-2005	31.67
10/16	10/27/2016	78228	2178	Watershed, Inc	10-00-2005	603.33
10/16	10/27/2016	78229	1253	Western Burner Co Inc	25-00-2005	7,926.00
10/16	10/27/2016	78230	5003	Wild River Pizza	15-00-2005	136.17
10/16	10/27/2016	78231	4220	Woof's Dog Bakery	61-00-2005	48.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
Grand Totals:						644,200.48

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Summary