

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, May 12, 2014, 7:00pm

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

City Council will meet in **Executive Session at 6:15 PM**, under the authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Recognition of Utility Services Technician Mike Batty for 30 years of service.
2. Appointment of Michelle Hanna to the Public Art Committee. [pg. 3]
3. May Yard of the Month announcements:
 - Residential - Curtis & Suzanne Williams, 1101 Coral Court
 - Commercial - "Always in Bloom," owner Tina Eszlinger, 777 Cottage Street

E. Public Hearings

1. Legislative public hearing in the matter of LDC-2-14, revisions to Chapter 17.40 Public Open Space to add provisions for a recreational vehicle to be used as living quarters for a caretaker as a Conditional Use, Brookings Municipal Code. [Advance Packet]

F. Oral Requests and Communications from the audience

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

G. Staff Reports

1. Approval to install sidewalk and call in associated Deferred Improvement Agreement for street paving project on Hassett Street. [Building, pg. 6]
 - a. DIA Map [pg. 7]
 - b. Engineers estimate [pg. 8]
2. Award and authorize execution of contract for construction of 2013-14 Street Pavement Program. [PWDS, pg. 9]
3. Approve new rate schedule for refuse and recycling services provided by Curry Transfer and Recycling reflecting a 1.13 percent rate increase. [F&HR, pg. 10]
 - a. Letter and exhibits [pg. 11]
4. Authorization for Mayor to sign letter to state agencies requesting that the City's 9-1-1 Tax distribution be sent directly to the City. [F&HR, pg. 16]
 - a. Draft letter [pg. 17]
 - b. Letter from Oregon Office of Emergency Management. [pg. 18]
 - c. Letter from Sheriff Bishop as approved by County Commissioners, April 16, 2014. [pg. 19]

H. Resolutions

1. Authorization to execute the Resolution, and the Amended and Restated Promissory Note and Contract for Oregon Infrastructure Finance Authority Agreement B07004. [F&HR, pg. 20]
 - a. Resolution 14-R-1030 [pg. 21]
 - b. Promissory Note [pg. 23]
 - c. Amended Contract [pg. 24]

I. Consent Calendar

1. Approve Council minutes for April 28, 2014. [pg. 40]
2. Accept public utility easements from Larry Anderson and William and Pamela Dundom for the Airport Infrastructure and authorize the City Manager to execute the easements. [pg. 43]
3. Accept April, 2014 Vouchers in the amount of \$263,517.07. [pg. 53]

J. Remarks from Mayor and Councilors

K. Adjournment

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

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



City of Brookings

898 Elk Drive, Brookings, OR 97415

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

www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: Michelle Hanna Date: 4/21/14
Physical Address: 722 A Pioneer Rd, Brookings OR 97415
Mailing Address: PO Box 6696 Brookings OR 97415
Email Address: rileydogstudio@gmail.com Phone: 541-254-0050

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

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input checked="" type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? 8 (yrs/mths)

Are you a City elector (registered voter)? ☒ Yes ☐ No

3. **UGB residents:** How long have you lived in the UGB?: _____ (yrs/mths)

4. **What is your current occupation?** Program Manager, Healthy Families Oregon
(social worker)

NOTES:

(i) Membership requirements:

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

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

(iii) Other restrictions:

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

PART III. Background Information : *Attach additional pages if needed:*

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

Past Board Experiences: East Lansing Community Food-co-op, MI

Sunnymant CO-op preschool, Campbell CA

KASPER, Brookings, OR

BFA in Graphic Design, Illustration

AA in Ceramics

currently working as a part-time artist

2. List your work history and educational background, as well as any volunteer experience that is not related to the position for which you are applying:

Healthy Families Oregon, Southwestern Oregon Comm. College

Healthy Start - Healthy Families, Curry County Juvenile Dept.

KASPER; program manager

Manley Art center, teaching childrens art classes

Cupertino Elementary School, Art Decent 4-5th grade

Cupertino, CA Library

Farmers Market Kiosk stand

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

I am a working artist that would like to volunteer hours to support the arts and culture scene of Brookings.

I hope to engage more families and participants in the arts around Brookings.

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

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


Applicant (print name)


Applicant's Signature

april 22, 2014
Date

LES DETHLEFSEN
Witness (print name)


Witness's Signature

22 APR 2014
Date

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

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday–Friday.

Commission and Committee contact information:

Planning Commission: 541-469-1135
Parks and Recreation Commission: 541-469-1103
Traffic Safety Committee: 541-469-1103

Public Art Committee: 541-469-1135
Budget Committee: 541-469-1123
Tourism Promotion Advisory Committee
541-469-1101

CITY OF BROOKINGS

Council Agenda Report

Meeting Date: May 12, 2014

Originating Dept: PW/DS


Building Official

City Manager Approval

Subject: Deferred Improvement Agreements (DIAs) related to the upcoming street paving project for the east section of Hassett Street.

Recommendation: Make a motion to install 90 feet of sidewalk as described and discussed at Council Workshop on April 7, 2014, and call in associated DIAs.

Financial Impact: The Council approved paving Hassett Street from Pioneer Street to Old County Road as a priority 2013-14 street paving project, the cost of which is estimated to be \$65,256. Of the total, \$46,277 will be paid by the adjacent homeowners who have recorded DIAs leaving a balance of \$18,979 to be funded by the City.

Background/Discussion: The paving project prompts ADA compliance which would be satisfied by installing 90 feet of sidewalk, and a crosswalk to connect the Joshua Court sidewalk.

As part of the last paving project for the middle/west section of the street, DIA's were called in.

There are three existing DIA's within this project scope, if they are called in the ADA requirements for connecting the pedestrian path would be satisfied without adding to the City's cost for this project. The two westerly lots would pay for curb, gutter, sidewalk and half street improvements. The remaining lot would pay the half street portion for paving, curb and gutter at their frontage.

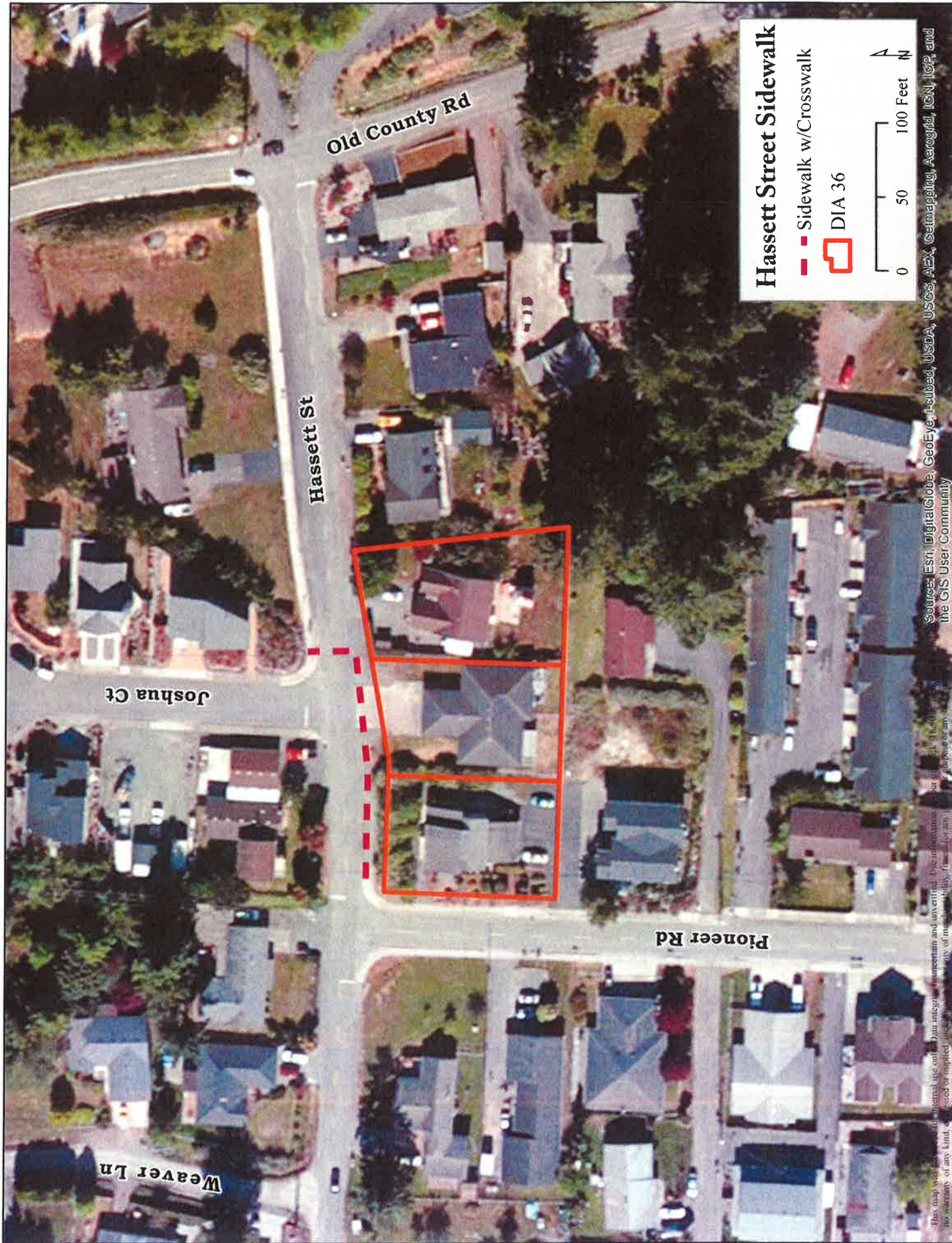
The affected property owners have been notified of the intent to call in DIA's.

Policy Considerations: The City can elect to not install ADA compliant sidewalks which puts the City at risk of a potential lawsuit through the Department of Justice. Staff recommends the City install the sidewalks and call in the DIA's to conform with the process that was utilized on the westerly portion of Hassett Street.

The concrete work for a street improvement must be completed prior to paving. Calling in DIAs on Hassett Street may delay the paving until fall.

Attachment(s):

- a. DIA map Hassett Street
- b. Engineers estimate of project cost



Hassett Street Sidewalk

— Sidewalk w/Crosswalk

DIA 36



This map was prepared for internal use only. It is not intended for public distribution. The information contained herein is for informational purposes only and does not constitute a warranty of any kind, expressed or implied. The user assumes all responsibility for the accuracy and reliability of the information. Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Cost Estimate
Hassett Street from Pioneer to Old County Road
Updated 4/18/14

ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL BID PRICE
1	Mobilization	1	LS	N/A	\$ 15,000.00
2	Traffic Control	1	LS	N/A	\$ 2,500.00
3	HMAC Overlay	120	TN	\$160.00	\$ 19,200.00
4	Cold Plane Pavement Removal (0" to 2" Deep)	720	SF	\$0.56	\$ 403.20
5	Cold Plane Pavement Removal (1.5" Deep)	12,000	SF	\$0.56	\$ 6,720.00
6	AC Patch Repair	500	SF	\$10.00	\$ 5,000.00
7	Base Stabilization	500	SF	\$6.00	\$ 3,000.00
8	Adjust Manhole Covers to Grade	0	EA	\$2,500.00	\$ -
9	Adjust Water Valve Covers to Grade (non-slip)	0	EA	\$900.00	\$ -
10	Striping and Pavement Markings	1	LS	N/A	\$ 7,500.00

TOTAL = \$ 59,323.20
10% Contingency = \$5,932.32
TOTAL ESTIMATED CONSTRUCTION COST = \$65,255.52 For 500x12' feet

DIA 852 Pioneer

	Quantity	Unit	Unit price	Total	
Mobilization and site prep	1	LS	3000	\$3,000	
Curb and Gutter	60	LF	\$30.00	\$1,800	
5' Sidewalk	300	SF	\$8.00	\$2,400	
Subgrade	23	ton	30	\$690	
Relocate utilities				\$0	\$ 7,890.00
Portion of paving (78'lx6'w)				\$5,090	0.078
			Subtotal	\$12,980	
			Contingency (15%)	\$1,947	
			Total	\$14,927	

DIA 517/515 Hassett

	Quantity	Unit	Unit price	Total	
Mobilization and site prep	1	LS	3000	\$3,000	
Curb and Gutter	80	LF	30	\$2,400	
Residential driveway	1	EA	\$4,000.00	\$4,000	
5' Sidewalk	400	SF	8	\$3,200	
Subgrade	25	ton	30	\$750	
Relocate utilities				\$0	\$ 13,350.00
Portion of paving (78'lx6'w)				\$5,090	0.078
			Subtotal	\$18,440	
			Contingency (15%)	\$2,766	
			Total	\$21,206	

DIA 513 Hassett

	Quantity	Unit	Unit price	Total	
Portion of paving (75'x6)	-	-	-	\$4,894	0.075
Curb and Gutter	75	LF	30	2250	
Driveway approach	1	EA	3000	3000	
				\$10,144	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 12, 2014

Originating Dept: PW/DS


Public Works/Development Services Director

City Manager Approval

Subject: Award of Construction Contract for the Street Pavement Program 2013-14

Recommended Motion: Authorize the City Manager to execute a public improvement contract with Tidewater Contractors, Inc. for the construction of the Street Pavement Program 2013-14 in an amount not to exceed \$123,096 which includes the base bid for paving Fifth Street and bid alternative 1 for citywide pothole repairs.

Financial Impact: This street pavement program 2013/14 will allow for City wide pothole repairs and a full street paving of Fifth Street from Highway 101 to Easy Street. The proposed paving contract includes a base bid total of \$100,696 for Fifth Street paving, and Bid Alternative 1 for various pothole patches at \$22,400. The City Council's strategic goal is to invest \$250,000 per year towards maintaining City streets. The current system replacement funds balance of \$170,000 limits staff from obtaining this council goal.

Background/Discussion: A recent pavement management plan (PMP) update was completed by Willdan Engineering which outlines recommended alternative paving options for each street in the City. The project includes paving Fifth Street from Highway 101 to Easy Street, and roughly 3,000 square-feet of pothole repairs throughout the city. As unsightly as Fifth Street is today, the pavement management plan did not direct a full street construction. This PMP specifies pothole repairs, a "mill and grind" of the existing asphalt, followed by a 1.5" asphalt overlay. This is significantly less expensive than a street reconstruction of 8 + inches of subgrade work and a 3-inch overlay. Comparing Hassett Street paving (at roughly \$400,000) to the current Fifth Street paving (roughly \$100,000), there are significant advantages to utilizing a pavement management plan for this project and those in the future.

Bid results are as follows;

Tidewater Contractors, Inc. = \$123,096

A separate bid was solicited by the Public Works Supervisor and Building Official to bring the concrete sidewalks on Fifth Street to American's with Disability Act (ADA) compliance prior to this paving work expected to begin this summer. The cost to complete concrete work is approximately \$7,500.

Policy Considerations: None

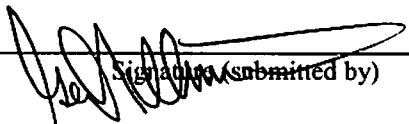
Attachment(s): None

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 12, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Curry Transfer and Recycling Rate Increase

Recommended Motions:

Approve a new rate schedule to be effective July 1, 2014 for refuse collection and recycling services provided by Curry Transfer and Recycling, such schedule reflecting a 1.13 percent increase in rates.

Financial Impact:

Nominal increase in franchise fee revenues.

Background/Discussion:

The ordinance establishing a franchise agreement with Curry Transfer and Recycling (CTR) provides that CTR may request a rate adjustment annually based upon cost of living and related factors. CTR has requested a rate increase of 1.13 percent to be effective July 1, 2014. This will result in a \$0.24 per month increase in the fee for a basic 32 gallon cart service. The last rate increase of 1.55 percent was effective July 1, 2013.

CTR has an exclusive franchise with the City to provide refuse collection, disposal and recycling collection. The term of the franchise is year-to-year; the ordinance provides a 10-year termination provision. CTR pays the City a franchise fee of one-half of one percent of the basic fee.

Policy Considerations:

None.

Attachment(s):

Letter dated April 24, 2014 and associated exhibits.

Curry Transfer & Recycling

PO Box 4008 Brookings, OR 97415

Phone: (541) 469-2425

Fax: (541) 469-1048

April 24, 2014

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

RE: **CPI Adjustment 2014**

Dear Mr. Milliman:

Please find enclosed proof of the CPI adjustment for year **2013**, based on the National U.S. City Average index, which is calculated at **1.47%**.

Although the CPI is **1.47 %** the rate schedule enclosed reflects **1.13%** (77% of the year **2013** CPI inflation). This will result in a \$0.24 per month adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **July 1, 2014**.

Sincerely,

Pete Smart

Enclosure: **2014** rate schedule
2013 rate schedule (for comparison)
2013 CPI Adjustment- Department of Labor

EXHIBIT A
EFFECTIVE JULY 1, 2014
RATE SCHEDULE- CITY OF BROOKINGS

CANS/CARTS: SET OUT (CURBSIDE SERVICE)

\$21.63	per month	One thirty-two (32) gallon can each week
27.04	per month	One forty (40) gallon can each week
32.45	per month	One forty-eight (48) gallon can each week
43.26	per month	One sixty-four (64) gallon can each week
64.89	per month	One ninety-six (96) gallon can each week
67.59	per month	One one-hundred (100) gallon can each week
108.16	per month	One one-hundred sixty (160) gallon can each week
131.82	per month	One one-hundred ninety-five- (195)gallon can each week
16.32	per month	Recycle only- where available
Residential Compactor		In excess of two (2) bags- 1.5 times can rate

CANS/CARTS: OTHER THAN SET OUT SERVICE

\$1.26 per trip each way for each drivable driveway, 1.26 each additional twenty-five feet.
 \$1.26 each: Gate, door, fence, hallway, stairs, unsecuring, securing, etc. - each time, each way

COMMERCIAL/RENTAL SERVICE (CONTAINER/CART/CAN)

32 gallon cart	24.64
Container service- per loose yard-per pick-up	26.58
Container service- per loose yard- Brush (roll-off)	13.10
Container service- per loose yard- Metal (roll-off)	13.10
Container service- Gate Fee- (each time)- Extra	6.93
Customer requested- Auto lock- Dumpster service- per month	4.01
Container rental- one- eight yard- per month	15.45
Customer requested- Other than weekly- each trip minimum	19.57
Customer requested- Time of pick-up- each trip	19.57
Customer service- Trip charge for special events, construction, clean up, etc.	19.57
Container service- Roll-out service- Extra	10%
Container ramp roll-out, as deemed safe by collector- Extra	20%
Customer requested- After hour, Saturday or Sunday- Extra	50%
Mechanically compacted waste- 2.75 times yard or can rate.	

RECYCLING CREDITS (COMMERCIAL WHEN SERVICE IS AVAILABLE)

Container service- Newsprint properly prepared-	of commercial rate	50%
Container service- Waste paper, office paper, cans, bottles, plastics (all properly prepared)	of commercial rate	25%

OTHER RESIDENTIAL & COMMERCIAL CHARGES

(1)	Occasional extra in route pick-up- Each	\$ 5.75
(2)	Customer requested special pick-up- Minimum	8.58
(3)	Initial set-up, close-out, monitored inactive service- each transaction	6.93
(4)	Customer Requested- Off route trip charge	12.80
(5)	Rental property- Owners responsibility for sanitation charges.	
(6)	Medical Waste Disposal- (\$24.74 individual 1 gal container & disposal)	
	21 to 48 gal tubs – container & disposal	Per gallon rate
		2.64
(7)	Extra heavy roofing/demolition- 2.75 times yard rate	
(8)	Waste in excess of 280 lbs per yard. Subject to the approved tonnage rate.	
(9)	Car tires 5.65 (mounted \$4.33 extra) Truck tires \$10.09 (mounted \$29.45 extra)	
(10)	Household hazardous waste. As approved.	

2014 CPI INFLATION RATE ADJUSTMENT- BROOKINGS- JULY 1, 2014
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CPI INFLATION IN 2013 (US CITY AVERAGE)	1.47%
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CTR RATE ADJUSTMENT	1.13% (75 % of the above CPI rate)
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CURRENT RATE 32 GALLON RESIDENTIAL	\$21.39
LESS PORT ORFORD CLOSURE	< .13>
LESS HHW (Household Hazardous Waste)	< .28>
	<u>\$20.98</u>
CPI (1.13%)	<u>.24</u>
ADJUSTED RATE	\$ 21.22
PORT ORFORD CLOSURE	.13
HHW	<u>.28</u>
TOTAL ADJUSTED RATE	\$21.63

1 YARD	\$26.29
LESS PORT ORFORD CLOSURE	< .15>
LESS HHW	< .39>
	<u>\$25.75</u>
CPI (1.13%)	<u>.29</u>
ADJUSTED RATE	\$ 26.04
PORT ORFORD CLOSURE	.15
HHW	<u>.39</u>
TOTAL ADJUSTED RATE	\$ 26.58

CURRENT RATE 32 GALLON COMMERCIAL	\$24.37
LESS PORT ORFORD CLOSURE	< .13>
LESS HHW	< .28>
	<u>23.96</u>
CPI (1.13%)	<u>.27</u>
ADJUSTED RATE	\$ 24.23
PORT ORFORD CLOSURE	.13
HHW	<u>.28</u>
TOTAL ADJUSTED RATE	\$ 24.64

EXHIBIT A
EFFECTIVE JULY 1, 2013
RATE SCHEDULE- CITY OF BROOKINGS

CANS/CARTS: SET OUT (CURBSIDE SERVICE)

\$21.39	per month	One thirty-two (32) gallon can each week
26.74	per month	One forty (40) gallon can each week
32.09	per month	One forty-eight (48) gallon can each week
42.78	per month	One sixty-four (64) gallon can each week
64.17	per month	One ninety-six (96) gallon can each week
66.84	per month	One one-hundred (100) gallon can each week
106.95	per month	One one-hundred sixty (160) gallon can each week
130.35	per month	One one-hundred ninety-five- (195)gallon can each week
16.14	per month	Recycle only- where available
Residential Compactor		In excess of two (2) bags- 1.5 times can rate

CANS/CARTS: OTHER THAN SET OUT SERVICE

\$1.25 per trip each way for each drivable driveway, 1.25 each additional twenty-five feet.
 \$1.25 each: Gate, door, fence, hallway, stairs, unsecuring, securing, etc. - each time, each way

COMMERCIAL/RENTAL SERVICE (CONTAINER/CART/CAN)

32 gallon cart	24.37
Container service- per loose yard-per pick-up	26.29
Container service- per loose yard- Brush (roll-off)	12.91
Container service- per loose yard- Metal (roll-off)	12.91
Container service- Gate Fee- (each time)- Extra	6.85
Customer requested- Auto lock- Dumpster service- per month	3.97
Container rental- one- eight yard- per month	15.28
Customer requested- Other than weekly- each trip minimum	19.35
Customer requested- Time of pick-up- each trip	19.35
Customer service- Trip charge for special events, construction, clean up, etc.	19.35
Container service- Roll-out service- Extra	10%
Container ramp roll-out, as deemed safe by collector- Extra	20%
Customer requested- After hour, Saturday or Sunday- Extra	50%
Mechanically compacted waste- 2.75 times yard or can rate.	

RECYCLING CREDITS (COMMERCIAL WHEN SERVICE IS AVAILABLE)

Container service- Newsprint properly prepared-	of commercial rate	50%
Container service- Waste paper, office paper, cans, bottles, plastics (all properly prepared)	of commercial rate	25%

OTHER RESIDENTIAL & COMMERCIAL CHARGES

(1)	Occasional extra in route pick-up- Each	\$ 5.69
(2)	Customer requested special pick-up- Minimum	8.48
(3)	Initial set-up, close-out, monitored inactive service- each transaction	6.85
(4)	Customer Requested- Off route trip charge	12.66
(5)	Rental property- Owners responsibility for sanitation charges.	
(6)	Medical Waste Disposal- (\$24.46 individual 1 gal container & disposal)	
	21 to 48 gal tubs – container & disposal	Per gallon rate
		2.61
(7)	Extra heavy roofing/demolition- 2.75 times yard rate	
(8)	Waste in excess of 280 lbs per yard. Subject to the approved tonnage rate.	
(9)	Car tires 5.55 (mounted \$4.25 extra) Truck tires \$9.90 (mounted \$28.90 extra)	
(10)	Household hazardous waste. As approved.	



January and February 2012 is a perfect example, according to the government statistics both months had *inflation rates* of 2.9%. However, our data shows inflation in January as 2.93% and in February as 2.87%. Therefore instead of the inflation rate being "flat" it is actually falling slightly. Of course this could just be a statistical anomaly but..

Using this enhanced view we might be alerted to watch for the possibility of a bigger decline... which in fact did happen as inflation rates for the following months fell to 2.65%, then 2.30% and 1.7%, 1.66%, and finally 1.41% before beginning to rise again.

In another example we see August 2003 and September with the Government saying inflation rates were 2.2% and 2.3% respectively. This would lead us to believe that inflation rose .1% during that period. In actuality however, it rose from 2.16% to 2.32% or a .16% increase, substantially more than .1%! Once again this finer view gives us a better picture that inflation might be rising more than it appeared to be.

Current Inflation Table

The Inflation table below is updated monthly and provides *the current US Inflation Rate* which is for the preceding 12 months. The Inflation rate is calculated using the Current Consumer Price Index (CPI-U) published monthly by the Bureau of Labor Statistics. CPI Index Release Dates

We also have a table of Monthly Inflation Rate data back to January 2000, which shows how much prices have increased over the previous month. Also check our current articles.

InflationData.com

Current Annual Inflation Rate

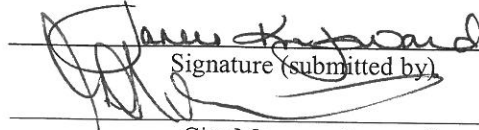
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVE
2014	1.58%	1.13%	1.51%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2013	1.59%	1.98%	1.47%	1.06%	1.36%	1.75%	1.96%	1.52%	1.18%	0.96%	1.24%	1.50%	1.47%
2012	2.93%	2.87%	2.65%	2.30%	1.70%	1.66%	1.41%	1.69%	1.99%	2.16%	1.76%	1.74%	2.07%
2011	1.63%	2.11%	2.68%	3.16%	3.57%	3.56%	3.63%	3.77%	3.87%	3.53%	3.39%	2.96%	3.16%
2010	2.63%	2.14%	2.31%	2.24%	2.02%	1.05%	1.24%	1.15%	1.14%	1.17%	1.14%	1.50%	1.64%
2009	0.03%	0.24%	-0.38%	-0.74%	-1.28%	-1.43%	-2.10%	-1.48%	-1.29%	-0.18%	1.84%	2.72%	-0.34%

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 12, 2014

Originating Dept: Finance & HR


Signature (submitted by)

City Manager Approval

Subject:

9-1-1 Tax Distribution

Recommended Motion:

Authorize the Mayor to sign the attached letter requesting Oregon Office of Emergency Management (OEM) and Department of Administrative Services (DAS) to change the distribution to provide 9-1-1 tax directly to the City.

Financial Impact:

None

Background/Discussion:

Previously, Curry County received the entire 9-1-1 tax distribution directly from OEM and then subsequently submitted payment of 51% of that amount to the City of Brookings. At times, these payments have been delayed several months. The Sheriff has submitted a letter to OEM requesting that they make the payment of 51% to the City directly, and OEM has requested that Council approve a letter requesting the same.

Attachment:

May 12, 2014 draft letter from City of Brookings

May 5, 2014 letter from OEM

Letter from Sheriff Bishop approved by Commissioners April 16, 2014



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232
rhedenskog@brookings.or.us; www.brookings.or.us

Mayor Ron Hedenskog

May 13, 2014

Mark Tennyson
State 9-1-1 Program Manager
Oregon Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

Dear Mr. Tennyson:

The City Council of the City of Brookings is requesting that the Oregon Office of Emergency Management 9-1-1 Program (OEM) work with the Department of Administrative Services (DAS) to change the distribution to provide for 51% of the 9-1-1 tax currently sent to Curry County, to be sent directly to the City of Brookings. The City of Brookings agrees with this distribution of the 9-1-1 tax from the Emergency Communications Account under ORS 403-240(9). We request this change be made effective as soon as possible.

The City of Brookings would also still receive the amount designated for the City of Brookings as the 9-1-1 jurisdiction for the City of Brookings.

If you have any questions, don't hesitate to call or email Janell Howard, Finance and Human Resources Director for the City of Brookings, (541) 469-1123 or jhoward@brookings.or.us.

Sincerely,

Ron Hedenskog
Mayor



Oregon

John A. Kitzhaber, MD, Governor

Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
Phone: (503) 378-2911
Fax: (503) 373-7833
TTY: (503) 373-7857

Janell Howard
Finance Director
Brookings, OR 97415

May 5, 2014

Dear Ms. Howard,

The Oregon Office of Emergency Management, 9-1-1 Program (OEM) is in receipt of a letter from Sheriff John Bishop of Curry County, dated April 16, 2014. This letter provides that there is a standing agreement between Curry County and the City of Brookings as to the dispersal of the State 9-1-1 Emergency Communications Tax as it is distributed to the 9-1-1 jurisdictions under ORS 403.240(9). This letter requests that OEM make adjustments to the distribution of the tax.

As OEM understands the current situation, Curry County receives the full amount of the 9-1-1 tax for Curry County except for the amount currently distributed to the City of Brookings as the 9-1-1 jurisdiction for the City of Brookings. Subsequently, Curry County then provides 51.00% of the 9-1-1 tax funds received by the county to the City of Brookings.

The letter received from Sheriff Bishop and also signed by the Curry County Commission, requests that OEM make this agreement a part of the distribution of the 9-1-1 tax directly to the 9-1-1 jurisdictions. This would allow OEM to work with the Department of Administrative Services (DAS) to change the distribution to provide for 51.00% of the 9-1-1 tax for Curry County to now be sent directly to the City of Brookings. The City of Brookings would also still receive the amount designated for the City of Brookings as the 9-1-1 jurisdiction for the City of Brookings.

OEM hereby requests a letter from the City Council of the City of Brookings agreeing to this change to the distribution of the 9-1-1 tax from the Emergency Communications Account under ORS 403.240(9). Upon receipt, OEM can begin making the changes required and should be effective by the next scheduled 9-1-1 tax distribution in July, 2014.

Thank you,

Mark Tennyson
State 9-1-1 Program Manager
Oregon Office of Emergency Management
503-378-2911 Ext: 22265
mark.tennyson@state.or.us





From the desk of

SHERIFF JOHN BISHOP
CURRY COUNTY, OREGON

94235 MOORE STREET, SUITE 311

29808 Colvin Street (Physical)

GOLD BEACH, OR 97444

(541) 247-3221 - FAX: 541-247-6893

Bishopj@co.curry.or.us

Gordon Tiemeyer
State 911 Program
Oregon Office of Emergency Management
P.O. Box 14370
Salem Or. 97309-5062

Dear Mr. Tiemeyer,

Regarding the 911 distributions for Curry County, we are in need of an agreement with OEM. The Brookings PSAP and the Curry County PSAP years ago made an agreement that Brookings would receive 51% of the 911 distribution to Curry County. With the law change we are requesting that OEM make that calculation and then send that amount to Brookings directly.

If you have any questions please contact Curry County Finance Director Gary Short.

I hope this satisfies as a release of those funds, upon signature of the County Board of Commissioners.

Sincerely,

Sheriff John Bishop
Curry County, Oregon

Curry County Board of Commissioners

Susan Brown, Chair

David Brock Smith, Vice Chair

David G. Itzen, Commissioner

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 12, 2014

Originating Dept: Finance & HR


Signature (submitted by)

City Manager Approval

Subject:

Oregon Infrastructure Finance Authority (IFA) Amendment #4

Recommended Motion:

Authorize the Mayor to sign Resolution 14-R-1030 and authorize the City Manager or Finance and Human Resources Director to sign the Amended and Restated Promissory Note and Contract for Agreement B07004.

Financial Impact:

Debt payments budgeted in the 2013-14 and the 2014-15 budgets.

Background/Discussion:

The City of Brookings originally entered into Agreement #B07004 with IFA (previously known as OECDD) in 2007. The interest rate at that time for interim financing was 3.69%. IFA has not sold bonds since we completed the project in 2011, and therefore had not changed it from interim financing to permanent financing.

IFA has now requested that we convert this to permanent financing at a rate of 4.0% with no financing fees or costs. I have a request for proposal out to Umpqua Bank, who has been highly competitive in the past. However, because we were just contacted by the State less than 10 days ago, we have not been able to get a proposal yet. We should have within the next two weeks.

Attachments:

Resolution 14-R-1030
Amended and Restated Promissory Note
Special Public Works Fund Development Project Amended and Restated Financing Contract

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 14 -R-1030

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

WHEREAS, The City Council (the “Governing Body”) of the City of Brookings (the “Recipient”) finds:

- A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(8).
- B. Oregon Revised Statutes 285B.410 through 285B.479 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“the IFA”) to obtain financial assistance from the Special Public Works Fund.
- C. The Recipient filed a previous application with the IFA for a “development project” within the meaning of the Act and has completed the project.
- D. The IFA approved a maximum loan amount of \$4,000,000 in interim financing assistance from the Special Public Works Fund (“Original Contract”).
- E. The Recipient has applied to convert the previous interim financing and unpaid accrued interest to a permanent direct loan from Special Public Works Fund and is required, as a prerequisite to the receipt of financial assistance from the IFA, to enter into an Amended and Restated Financing Contract with the IFA, substantially in the form attached hereto as Exhibit A.
- F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager or the Finance and Human Resources Director to execute the Amended and Restated Financing Contract and the Amended and Restated Promissory Note (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the IFA on the condition that the principal amount of the loan from the IFA to the Recipient is not in excess of \$4,471,055 and the interest rate is 4.0% per annum.

2. Security. Amounts payable by the Recipient shall be payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

3. Additional Documents. The City Manager or the Finance and Human Resources Director is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the IFA for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The City Manager or the Finance and Human Resources Director of the Recipient may enter into covenants on behalf of the Recipient to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as shall be required by the IFA or their bond counsel to protect the tax-exempt status of such interest.

5. Declaration of Emergency. The Governing Body declares that an emergency exists in order that there be no delay in financing the Project as provided in this Resolution. Therefore, this Resolution shall be in force and effect from and after passage by the Governing Body.

DATED this 12th day of May, 2014.

City of Brookings

Finance and Human Resources Director

ATTEST:

City Recorder Joyce Heffington

Passed by the City Council _____, 2014 ; effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

City of Brookings
AMENDED AND RESTATED PROMISSORY NOTE

Dated _____, _____

Brookings, Oregon

FOR VALUE RECEIVED, the City of Brookings, 898 Elk Drive, Brookings, OR 97415 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Four Million, Four Hundred and Seventy-One Thousand, Fifty-Five Dollars (\$4,471,055), plus interest on the outstanding principal balance at the Note Interest Rate provided in the Contract, from May 1, 2014 until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain amended and restated financing contract, number B07004, between IFA and Recipient (as amended from time to time, the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the first Payment Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

thx If any Event of Default occurs, the outstanding balance of the Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Notice to Recipient: Do not sign this Note before you read it.

CITY OF BROOKINGS

By: _____

Title: _____

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
AMENDED AND RESTATED FINANCING CONTRACT

Project Name: Water Improvements

Project Number: B07004

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

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

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Form of Amended and Restated Promissory Note
Exhibit D	Project Description

RECITALS

The IFA provided Recipient with interim financing in the form of a Loan of \$4,000,000 for the Project referenced above, pursuant to that certain Financial Assistance Award Contract for Interim Financing, and the Interim Financing Loan Agreement, between Recipient (referred to therein as "Borrower") and IFA (referred to therein as "State"), both dated as of March 26, 2007 (collectively, the "Original Contract").

The Recipient has applied to IFA to convert the Loan from an interim loan to a permanent, direct loan, and IFA is willing to do so on the terms and conditions of this Amended and Restated Financing Contract.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Loan Amount" means \$4,471,055.

"Maturity Date" means December 1, 2033.

"Note Interest Rate" means 4% per annum, beginning May 1, 2014, computed on the basis of a 360-day year, consisting of twelve 30-day months.

"Payment Date" means December 1, commencing December 1, 2014.

SECTION 2 - FINANCIAL ASSISTANCE

The IFA shall provide Recipient, and Recipient shall accept from IFA, refinancing for the Project in the form of a term loan (the "Loan") in the Loan Amount.

SECTION 3 - [RESERVED]

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract and the Note in accordance with their terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of IFA to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against IFA or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Note Interest Rate on the unpaid principal balance until the Loan is fully paid. Interest accrued prior to May 1, 2014, in the amount of \$471,055 will be capitalized on May 1, 2014.
- C. Loan Payments. On each Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract or the Note.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of IFA, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, IFA will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to IFA's Obligations. The IFA's obligations are subject to the receipt of the following items, in form and substance satisfactory to IFA and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) The Note duly signed by an authorized officer of Recipient.

- (3) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract, the Note and the other Financing Documents.
- (4) Such other certificates, documents, opinions and information as IFA may reasonably require.

B. Further Conditions. IFA has no obligation hereunder unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) The IFA, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
- (4) The Recipient pays to IFA all accrued unpaid interest due under the Original Contract.
- (5) Any conditions elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

The Recipient shall use the Financing Proceeds only to repay the outstanding balance due under the Original Contract and as amended in this Agreement.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to IFA:

- A. Funds for Repayment. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract, the Note and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by IFA, are legal, valid and binding, and enforceable in accordance with their terms.

- C. Full Disclosure. The Recipient has disclosed in writing to IFA all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to IFA all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, the Note and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify IFA of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract, the Note or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Obligations. The Recipient shall maintain as-built drawings for all facilities constructed as part of the Project.

- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. Recipient shall have a plan acceptable to IFA for the on-going operation and maintenance of the Project without reliance on IFA financing and furnish IFA, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than IFA, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to IFA and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, IFA may consent to such disposition if it has received 90 days’ prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient’s obligations under the Financing Documents and payment of IFA’s costs related to such assumption, and receipt by IFA of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term “Bond Counsel” means a law firm determined by IFA to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless IFA agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by IFA.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to IFA and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. The Recipient shall permit IFA and any party designated by IFA: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as IFA may reasonably require. In addition, Recipient shall, upon request, provide IFA with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds until the date that is three years following the later of the final maturity of the Lottery Bonds or the final maturity or redemption date of any obligation, or series of obligations, that refinanced the Lottery Bonds, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses and investment of the Loan proceeds, all construction contracts and invoices detailing the costs paid from Loan proceeds, and all contracts related to the uses of the Project, including leases, management contracts and service contracts.
- L. Economic Benefit Data. The IFA may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until December 1, 2020. The Recipient shall, at its own expense, prepare and submit the data within the time specified by IFA.
- M. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses...” The IFA encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at <http://www.leg.state.or.us/ors/200.html>. Additional resources are provided by the Director of Economic & Business Equity at <http://www.oregon.gov/gov/MWESB/Pages/index.aspx>. Also, the Office of Minority, Women, and Emerging Small Business at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <http://imd10.cbs.state.or.us/ex/dir/omwesb/>.
- N. [Reserved]
- O. Notice of Default. The Recipient shall give IFA prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless IFA and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

Q. Further Assurances. The Recipient shall, at the request of IFA, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

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

- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. IFA may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
- (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of IFA, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of IFA, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist IFA to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to IFA such amounts as may be directed by IFA to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse IFA for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

- (6) Upon IFA's request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing IFA with any information and documentation that IFA reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

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

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.

- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by IFA. The IFA may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, IFA may pursue any or all remedies in this Contract, the Note or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating IFA's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Note and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by IFA pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by IFA; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to IFA is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The IFA is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by IFA. In the event IFA defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of IFA's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of IFA, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of IFA. The IFA may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to IFA, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of IFA's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of IFA beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that IFA deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The IFA makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are IFA or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.
- If to IFA:
- Program Services Division Manager
Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE, Suite 200
Salem, OR 97301-1280
- If to Recipient:
- Mayor
City of Brookings
898 Elk Drive
Brookings, OR 97415

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of IFA (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- L. Amendment and Restatement. This Contract, effective on the last date set forth below the signatures of the representatives of the parties, amends and restates the Original Contract. To the extent this Contract is the same as the Original Contract, it shall be deemed to be a continuation thereof. To the extent this Contract is different from the Original Contract, it shall be deemed to be an amendment thereof.

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



STATE OF OREGON
acting by and through the
Oregon Infrastructure Finance Authority



CITY OF BROOKINGS

By: _____
Paulina Layton, Manager
Program Services Division

By: _____
The Honorable Ron Hedenskog
Mayor of Brookings

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Lynn T. Nagasako as per email dated 17 April 2014

Lynn Nagasako, Sr. Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means ORS 285B.410 through 285B.482, as amended.

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

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

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

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

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

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates (including but not limited to all promissory notes) executed pursuant to or in connection with IFA’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(8).

“Note” means that certain promissory note evidencing the Loan, substantially in the form of Exhibit C, signed by Recipient in favor of IFA, as amended, extended or renewed from time to time.

“ORS” means the Oregon Revised Statutes.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract and the Note. This Contract and the Note are payable from all legally available funds of Recipient.
- B. Pledge of Net Revenues of the System
1. All payment obligations under this Contract, the Note and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to IFA a security interest in the Net Revenues to pay all of its obligations under this Contract, the Note and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.
 2. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to the Loan. The Recipient shall not incur any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity with the Loan unless the annual Net Revenues exceed one hundred twenty percent (120%) of the annual debt service on the Loan and any other obligations issued or deemed to be on parity with the Loan. Prior to the issuance of any obligation to be issued on parity with the Loan, Recipient shall deliver to IFA a certificate demonstrating that the requirements of this paragraph are satisfied.
 3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by IFA to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of IFA's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate the Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan and all obligations issued or deemed to be on parity with the Loan.
 5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are issued on parity with the Loan, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any parity obligations (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - FORM OF AMENDED AND RESTATED PROMISSORY NOTE

City of Brookings

AMENDED AND RESTATED PROMISSORY NOTE

Dated XXXXXXXXXXXXXX, XXXX

Brookings, Oregon

FOR VALUE RECEIVED, the City of Brookings, 898 Elk Drive, Brookings, OR 97415 (“Recipient”), unconditionally promises to pay in lawful money of the United States of America to the order of the STATE OF OREGON, ACTING BY AND THROUGH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY (“IFA”), at its principal office at 775 Summer Street NE, Suite 200, Salem, OR 97301-1280, or such other place as IFA or other holder of this Note may designate, the principal sum of Four Million, Four Hundred and Seventy-One Thousand, Fifty-Five Dollars (\$4,471,055), plus interest on the outstanding principal balance at the Note Interest Rate provided in the Contract, from May 1, 2014 until paid. Interest will be computed on the basis of a 360-day year, consisting of twelve 30-day months.

This Note is subject to and secured by that certain amended and restated financing contract, number B07004, between IFA and Recipient (as amended from time to time, the “Contract”). Capitalized terms not otherwise defined in this Note will have the meanings assigned to them by the Contract.

The Recipient shall make level installment payments of principal and interest, commencing on the first Payment Date and thereafter on each Payment Date. Each such installment will be in an amount sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date. On the Maturity Date, the entire outstanding principal balance and all accrued unpaid interest will be due and payable in full.

This Note is subject to mandatory prepayment and is payable prior to its maturity, and each payment made by Recipient will be applied as provided in section 4 (Loan Payment; Prepayment) of the Contract.

thx If any Event of Default occurs, the outstanding balance of the Note (including principal, interest and other charges, if any), at the option of IFA, becomes immediately due and payable in accordance with section 10 (Remedies) of the Contract. Failure or delay of the holder of this Note to exercise any option available under the terms of this Note, the Contract or any of the Financing Documents will not constitute a waiver of the right to exercise the option in the event of any continuing or subsequent default of the same or of any other provision. Presentment, dishonor, notice of dishonor, and protest are hereby waived.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Note is entitled to recover its reasonable attorneys’ fees and costs at trial and on appeal. Reasonable attorneys’ fees cannot exceed the rate charged to IFA by its attorneys. The Recipient shall, on demand, pay to IFA reasonable expenses incurred by IFA in the collection of Loan payments.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Note, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Notice to Recipient: Do not sign this Note before you read it

CITY OF BROOKINGS

By: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXX

EXHIBIT D - PROJECT DESCRIPTION

The construction of water system improvements in accordance with the terms of the Original Contract. Improvements will include an approximately two-million-gallon storage reservoir, approximately 4,900 linear feet of transmission main, a new booster pumping system, and distribution improvements to increase System capacity. All improvements in accordance with Recipient's Water System Master Plan and Water Conservation Management Plan dated April 2000.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, April 28, 2014

Council met in **Executive Session at 6:30 PM**, in the City Manager's office under authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

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, and Kelly McClain; a quorum present. Councilor Jake Pieper was absent.

Staff Present: City Manager Gary Milliman, Finance & Human Resources Director Janell Howard, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and approximately 4 others.

Mayor Hedenskog announced that the employee anniversary recognition item was being postponed and asked Council if they would consider adding an agenda item to discuss the Gold Beach Hospital.

Mayor Hedenskog moved, a second followed and Council voted unanimously to add a discussion of the Gold Beach Hospital [under Staff Reports].

Staff Reports

Contribution Pledge for Runway Safety Area Improvements at Del Norte County Airport.

City Manager Milliman provided the staff report.

Jeanine Galatioto, former County Administrator and consultant to the Border Coast Regional Airport Authority, stressed the project's economical importance and said permitting was ongoing and environmental work being completed.

Milliman said the BCRAA was having continuing discussions on this matter and suggested that the Mayor, as the City's member representative, might want to discuss the terms of the agreement at a future BCRAA meeting.

Galatioto said that even if they were successful in securing FAA funding, there would still be a funding shortfall.

Mayor Hedenskog said Council had determined this was important to the City's economy and while he wanted the project to succeed, he also wanted to wait for budget discussions before making a commitment and Councilor Hamilton agreed.

Councilor McClain said he thought the concept was a good one, but he needed to feel more comfortable at a budget level.

Milliman suggested that a provision could be added to the agreement stating that the contribution amount would be reconsidered at any point that additional grant funds were received.

Galitoto suggested that the CEO's of the various entities could also meet annually to review the funding status.

Authorization to execute General Unit Collective Bargaining Agreement.

City Manager Milliman gave the staff report and asked Council to disregard item three in the staff report as it was a Police Unit item.

Mayor Hedenskog pointed out that last year the Council had hired a professional negotiator and this year Gary had negotiated the contracts.

Councilor Hodges said he was very happy with how this year's negotiations had gone with Gary handling the negotiations.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute the City of Brookings (General) and Teamsters Local Union No. 223 Collective Bargaining Agreement for the period July 1, 2014-June 30, 2017.

Authorization to execute Police Unit Collective Bargaining Agreement.

City Manager Milliman provided the staff report.

Councilor Hodges said there were significant cost savings in this agreement and Councilor McClain said Milliman did a great job and pointed this out as one of the reasons for hiring a professional manager.

Mayor Hedenskog said he found the CPI-based COLA adjustment very agreeable.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute the City of Brookings (Police) and Teamsters Local Union N. 223 Collective Bargaining Agreement for the period July 1, 2014-June 30, 2017.

Approval of Management Compensation Plan.

City Manager Milliman presented the staff report.

Mayor Hedenskog said that in the past, union agreement benefits have been carried over to this group and this document was just putting that in writing.

Councilor Hamilton said it appeared to be well-written and an important document to have in the City's system.

Councilor Hodges said it evened the playing field and tied incentives to goals.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the City of Brookings Management Compensation Plan.

Discussion regarding Gold Beach Hospital.

Mayor Hedenskog said Curry Health Network had received the go-ahead from Oregon State officials for a new hospital at the current location but changes to new tsunami zone boundary designations being discussed at the state level would make it much more difficult to move the project forward. Hedenskog said he wanted to make it clear that Council had not been involved in this process and was not trying to do anything to stop the project.

Councilor Hodges asked if Council should adopt a resolution showing its support and Councilor Hamilton agreed that Council should make it clear that it supports the new hospital and is not against it.

Councilor McClain said the City is not in the hospital district or in Gold Beach, it was their call, not the City's, and the idea that the City could put a "kibosh" on building the hospital in Gold Beach was ridiculous.

Consent Calendar

1. Approve Council minutes for April 14, 2014.
2. Approve Liquor License Application for Vista Pub, 1009 Chetco Avenue.
3. Accept March 2014 Vouchers in the amount of \$198,086.54.

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

Remarks from Mayor and Councilors

Councilor Hodges apologized to the Fire Department for missing their event and Councilor Hodges remarked that he had attended and the new rapid response fire truck was "awesome."

Councilor McClain said to vote yes on Measure 8-76.

Mayor Hedenskog remarked that he had also attended the banquet and found the camaraderie of the group to be amazing.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:04 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____, 2014:

Ron Hedenskog, Mayor


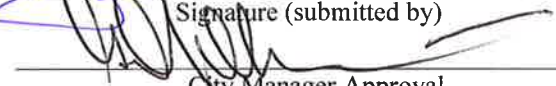
Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 12, 2014

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval

Subject: Easements for the Airport Infrastructure Project

Recommended Motion:

Accept public utility easements from Larry Anderson and from William and Pamela Dundom for the Airport Infrastructure Project and authorize the City Manager to execute the easements for recordation.

Financial Impact:

The City offered Mr. and Mrs. Dundom \$1,000 for the easement based on an appraisal of \$0.50/sf. After negotiating with Mr. Dundom, the City resolved to offer of \$2,000 for the 1,744 square foot utility easement. Larry Anderson accepted a offer of \$1,000 for 6,334 square feet of utility easement. Total easement expenditures for this project are well within the \$40,000 budget as identified in the Economic Development Agency (EDA) grant.

Background/Discussion:

The public utility easements from Larry Anderson and William and Pamela Dundom are necessary for water main extensions in the Airport Infrastructure Project. These easements were addressed in the Council Staff Report of February 10, 2014. Time is of the essence in this grant funded project.

Attachment(s):

- a) Easement signed by William and Pamela Dundom
- b) Easement signed by Larry Anderson

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT FOR WATERLINE

William James Dundom and Pamela K. Dundom, husband and wife, P.O. Box 1502, Brookings, OR 97415 ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a perpetual easement for the construction, maintenance and replacement of a public waterline on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 ("property").

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to maintain waterline improvements and thereby providing direct benefit to Grantor. (OR The consideration for this easement is \$~~1,200.00~~ \$2,000.00 WJD 4/9/14 PKD 4/9/14)

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing the waterline.
2. Grantor agrees not 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 waterline.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

DATED 4/9/14

William J. Dundom
Grantor: William James Dundom

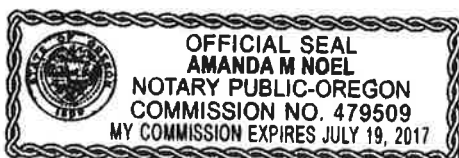
DATED 4/9/14

Pamela K. Dundom
Grantor: Pamela K. Dundom

STATE OF OREGON
County of Curry

Personally appeared before me this 9th day of April, 2014, William J. Dundom
and Pamela K. Dundom and acknowledged the foregoing instrument
as his/her voluntary act and deed.

Clarenda Noel
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 _____, 2014, 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

CITY OF BROOKINGS WATERLINE EASEMENT (DUNDOM) REVISED

An easement for construction, operation, inspection, repair and maintenance of a public waterline and necessary appurtenances over a strip of land fifteen (15) feet in width, that portion of which affects a parcel of land owned by James and Pamela Dundom as described in Instrument No. 1999-3719, Deed Records of Curry County, being located in the northeast quarter of Section 36, Township 40 South, Range 14 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of said 15-foot strip of land being more particularly described as follows:

Commencing at the northwest corner of the common area of Seacrest Phase 1 PC, marked by a 5/8" rebar, which bears North 47° 27' 03" West 68.44 feet from an angle point on the northerly line of said parcel, marked by a spike, said line being the BASIS OF BEARING;

Thence South 00° 56' 03" East 25.31 feet along the west line of the common area to the TRUE POINT OF BEGINNING;

Thence South 52° 37' 07" East 33.56 feet;

Thence South 79° 43' 33" East 38.72 feet;

Thence North 82° 29' 48" East 57.48 feet;

Thence North 70° 06' 35" East 102.75 feet;

Thence North 46° 44' 19" East 47.06 feet;

Thence North 24° 15' 52" East 54.51 feet;

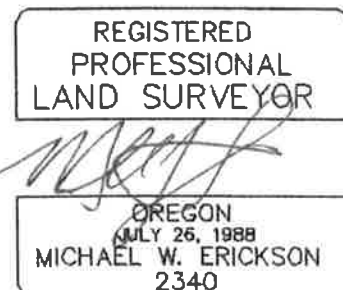
Thence North 02° 26' 35" East 74.22 feet;

Thence North 09° 55' 10" East 55.09 feet;

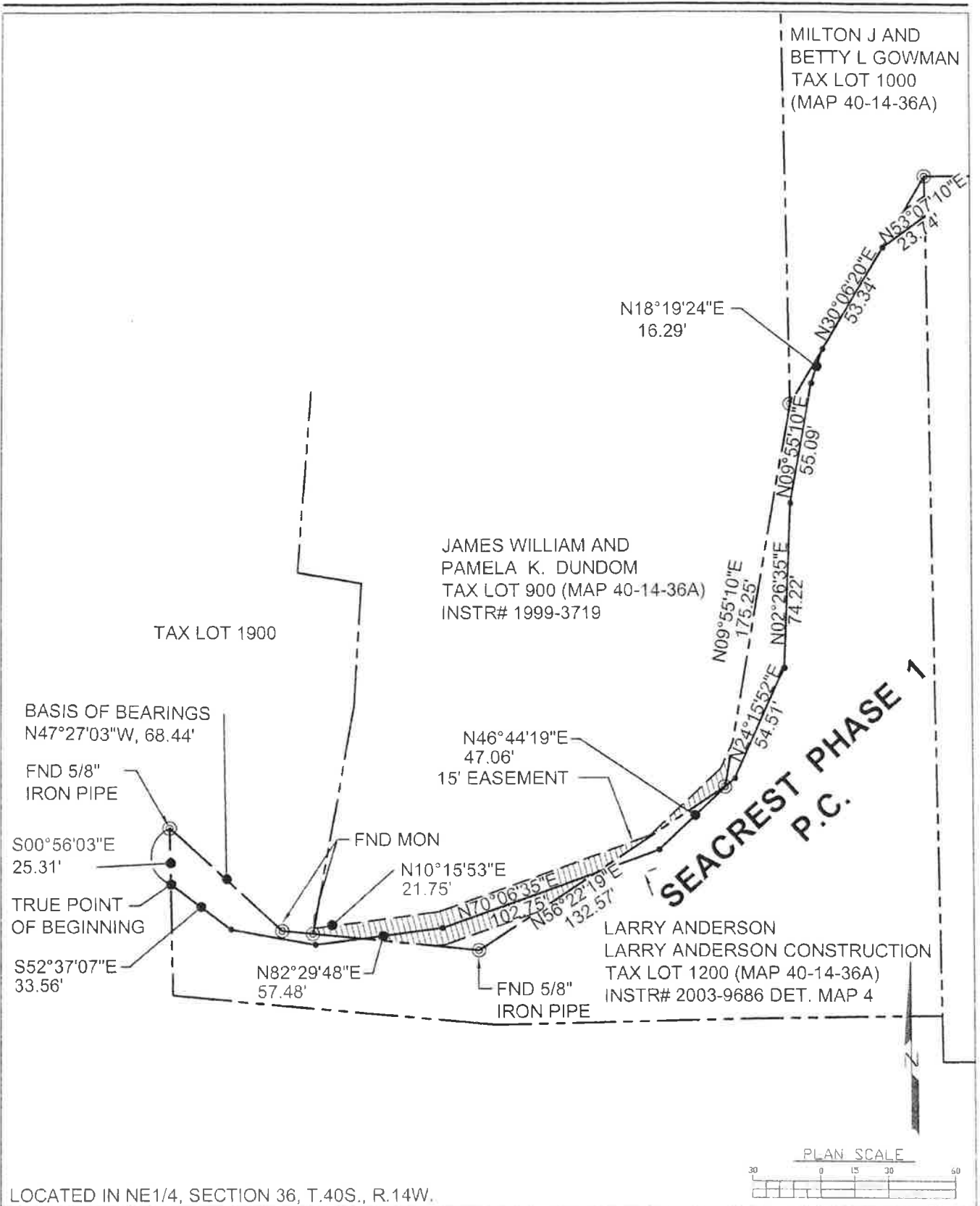
Thence North 18° 19' 24" East 16.29 feet;

Thence North 30° 06' 20" East 53.34 feet;

Thence North 53° 07' 10" East 23.74 feet, more or less to the east line of said parcel, containing 1,826 square feet more or less, all as specified on the attached map.



EXPIRES: 12-31-15



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	AIRPORT INFRASTRUCTURE IMPROVEMENTS CITY OF BROOKINGS	FIGURE NO.
DATE: MARCH, 2014	DUNDOM - EASEMENT MAP (REVISED)	1
PROJECT NO.: 145.43		

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT FOR WATERLINE

Larry Anderson Construction ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a perpetual easement for the construction, maintenance and replacement of a public waterline on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 and FIGURE "1" for description of the property and the easement.

The consideration for this easement is \$1000.00.

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing the waterline.
2. Grantor agrees not 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 waterline.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

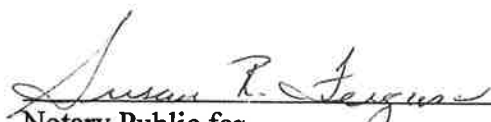
DATED 4-14-2014


Grantor: Larry Anderson, Owner
Larry Anderson Construction

STATE OF WYOMING

County of SHERIDAN

Personally appeared before me this 14 day of APRIL, 2014, LARRY ANDERSON and acknowledged the foregoing instrument as his voluntary act and deed.


Notary Public for
My commission expires: 1-15-2018



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 _____, 2014, 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
CITY OF BROOKINGS
WATERLINE EASEMENT (ANDERSON) REVISED

An easement for construction, operation, inspection, repair and maintenance of a public waterline and necessary appurtenances over a strip of land fifteen (15) feet in width, that portion of which affects a portion of the Common Area in Seacrest Phase I PC Plat No. 1997-18, Records of Curry County, owned by Larry Anderson as described in Instrument No. 2003-9686, Deed Records of Curry County, being located in the northeast quarter of Section 36, Township 40 South, Range 14 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of said 15-foot strip of land being more particularly described as follows:

Commencing at the northwest corner of said parcel, marked by a 5/8" rebar, which bears North 47° 27' 03" West 68.44 feet from an angle point on the northerly line of said parcel, marked by a g spike, said line being the BASIS OF BEARING;

Thence South 00° 56' 03" East 25.31 feet along the west line of the common area to the TRUE POINT OF BEGINNING;

Thence South 52° 37' 07" East 33.56 feet;

Thence South 79° 43' 33" East 38.72 feet;

Thence North 82° 29' 48" East 57.48 feet;

Thence North 70° 06' 35" East 102.75 feet;

Thence North 46° 44' 19" East 47.06 feet;

Thence North 24° 15' 52" East 54.51 feet;

Thence North 02° 26' 35" East 74.22 feet;

Thence North 09° 55' 10" East 55.09 feet;

Thence North 18° 19' 24" East 16.29 feet;

Thence North 30° 06' 20" East 53.34 feet;

Thence North 53° 07' 10" East 23.74 feet, more or less to the east line of said parcel.

ALSO AND:

Beginning at the northwest corner of said parcel;

Thence South 00° 56' 03" East 15.76 feet, to the northerly line of the hereinabove described 15 foot easement.

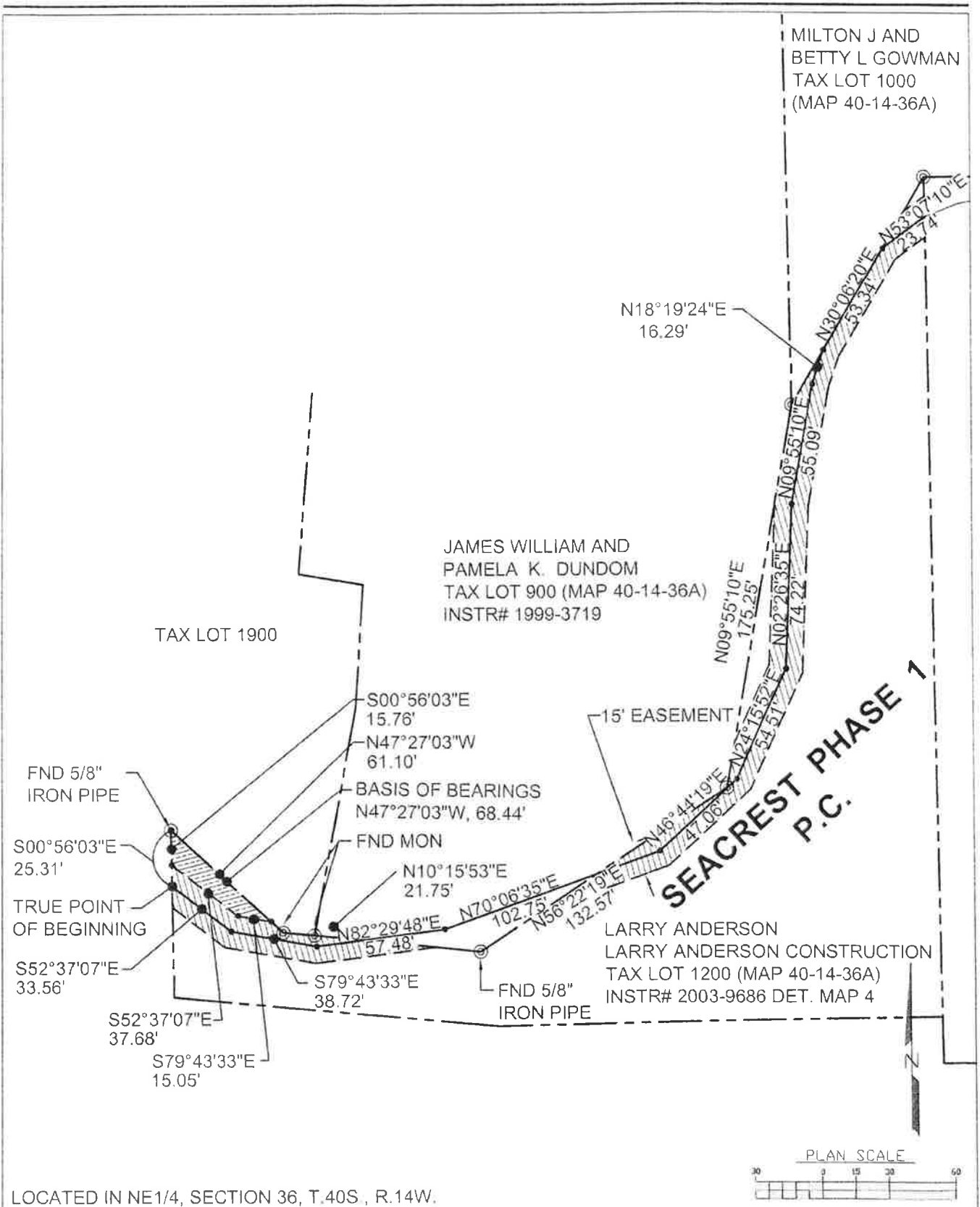
Thence South 52° 37' 07" East 37.68 feet, continuing along the Northerly line of said 15 foot easement;

Thence South 79° 43' 33" East 15.05 feet, continuing along said 15 foot easement northerly line to the northeasterly line of said parcel;

Thence North 47° 27' 03" West 61.10 feet, more or less to said northwest corner of parcel.

Containing 6,334 square feet, more or less, all as specified on the attached map.





THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	AIRPORT INFRASTRUCTURE IMPROVEMENTS CITY OF BROOKINGS	FIGURE NO. 1
DATE: MARCH, 2014	ANDERSON - EASEMENT MAP (REVISED)	
PROJECT NO.: 145.43		

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/14	04/03/2014	72677	682	Al's Radio Shack	49-00-2005	79.41
04/14	04/03/2014	72678	5253	Anchor Lock & Key	50-00-2005	39.95
04/14	04/03/2014	72679	1233	Bart Kast Builder	10-00-2005	200.00
04/14	04/03/2014	72680	5283	Best Western Plus Hood River Inn	10-00-2005	249.00
04/14	04/03/2014	72681	313	Brookings Vol Firefighters	10-00-2005	2,250.00
04/14	04/03/2014	72682	715	Budge McHugh Supply	54-00-2005	2,528.55
04/14	04/03/2014	72683	1373	Cascade Fire Equipment	10-00-2005	556.29
04/14	04/03/2014	72684	528	Caselle, Inc	25-00-2005	839.33
04/14	04/03/2014	72685	3834	Clean Sweep Janitorial Service	10-00-2005	920.00
04/14	04/03/2014	72686	3844	Donna Colby-Hanks	25-00-2005	12.99
04/14	04/03/2014	72687	586	Cole-Parmer Instrument Co	25-00-2005	162.42
04/14	04/03/2014	72688	5284	Columbia Gorge Training Assoc	10-00-2005	209.00
04/14	04/03/2014	72689	1357	Curry County Clerk	10-00-2005	57.00
04/14	04/03/2014	72690	5285	Custom Micro Interactive	50-00-2005	9,545.00
04/14	04/03/2014	72691	284	Day Management Corp	25-00-2005	767.50
04/14	04/03/2014	72692	1	Mark Aguirre	20-00-2005	109.49
04/14	04/03/2014	72693	1	Gary Hathaway	20-00-2005	121.17
04/14	04/03/2014	72694	1	David Nelson	20-00-2005	90.08
04/14	04/03/2014	72695	1	Kylee Shoemaker	20-00-2005	82.62
04/14	04/03/2014	72696	371	Dept. of Environmental Quality	25-00-2005	240.00
04/14	04/03/2014	72697	2067	Enviro-Clean Equipment	25-00-2005	392.26
04/14	04/03/2014	72698	773	Environmental Resource Associates	25-00-2005	530.08
04/14	04/03/2014	72699	3342	Fastenal	15-00-2005	319.81
04/14	04/03/2014	72700	298	Freeman Rock, Inc	10-00-2005	1,078.10
04/14	04/03/2014	72701	4646	Frontier	30-00-2005	536.51
04/14	04/03/2014	72702	4989	Gaylord Klinefelter Contracting	15-00-2005	4,286.00
04/14	04/03/2014	72703	1130	H.D. Fowler	54-00-2005	8,237.50
04/14	04/03/2014	72704	167	Hach Company	25-00-2005	443.27
04/14	04/03/2014	72705	199	Richard Harper	10-00-2005	300.00
04/14	04/03/2014	72706	4171	In-Motion Graphics	10-00-2005	18.70
04/14	04/03/2014	72707	162	Kerr Hardware	10-00-2005	1,132.57
04/14	04/03/2014	72708	3978	KLB Enterprises	25-00-2005	75.00
04/14	04/03/2014	72709	5286	Bill and Judy Lea	10-00-2005	1,299.20
04/14	04/05/2014	72710	5113	Jeff Lee	10-00-2005	.00 V
04/14	04/03/2014	72711	328	Les Schwab Tire Center	25-00-2005	1,154.44
04/14	04/03/2014	72712	4498	Mauldin Electric	30-00-2005	437.00
04/14	04/03/2014	72713	4269	Milliman, Gary	10-00-2005	67.50
04/14	04/03/2014	72714	5089	Monoprice, Inc	50-00-2005	157.08
04/14	04/03/2014	72715	4901	Mountain View Paving, Inc	54-00-2005	1,000.00
04/14	04/03/2014	72716	283	Muffler & More	20-00-2005	142.95
04/14	04/03/2014	72717	424	Munnell & Sherrill	25-00-2005	88.32
04/14	04/03/2014	72718	433	NCL of Wisconsin	25-00-2005	124.31
04/14	04/03/2014	72719	685	Neilson Research Corporation	25-00-2005	1,265.40
04/14	04/03/2014	72720	4487	Net Assets Corporation	10-00-2005	170.00
04/14	04/03/2014	72721	329	New Hope Plumbing	10-00-2005	265.00
04/14	04/03/2014	72722	4781	OHA Cashier	20-00-2005	2,400.00
04/14	04/03/2014	72723	3561	Oil Can Henry's	10-00-2005	156.81
04/14	04/03/2014	72724	279	One Call Concepts, Inc	25-00-2005	26.40
04/14	04/03/2014	72725	5008	Online Information Services	10-00-2005	82.00
04/14	04/03/2014	72726	4479	OSCPA Professional Development Divisi	10-00-2005	275.00
04/14	04/03/2014	72727	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
04/14	04/03/2014	72728	322	Postmaster	25-00-2005	850.00
04/14	04/03/2014	72729	187	Quality Fast Lube & Oil	20-00-2005	18.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/14	04/03/2014	72730	207	Quill Corporation	10-00-2005	929.76
04/14	04/03/2014	72731	3	Barbara Ziller-caritey	20-00-2005	20.51
04/14	04/03/2014	72732	5039	Sandpiper Plumbing	20-00-2005	65.00
04/14	04/03/2014	72733	380	Stadelman Electric Inc	20-00-2005	3,272.34
04/14	04/03/2014	72734	990	UPS	25-00-2005	86.48
04/14	04/03/2014	72735	432	USA Bluebook	25-00-2005	408.34
04/14	04/03/2014	72736	861	Village Express Mail Center	10-00-2005	39.31
04/14	04/03/2014	72737	5111	Willdan Engineering	51-00-2005	4,260.00
04/14	04/03/2014	72738	4220	Woof's Dog Bakery	61-00-2005	46.99
04/14	04/03/2014	72739	5287	Milt & Betty Gowman	57-00-2005	2,337.00
04/14	04/04/2014	72740	5113	Jeff Lee	10-00-2005	76.00
04/14	04/10/2014	72741	5177	Apple Box Media LLC	32-00-2005	5,250.00
04/14	04/10/2014	72742	4939	BI- Mart Corporation	25-00-2005	173.72
04/14	04/10/2014	72743	4363	Black & Rice LLP	10-00-2005	2,164.10
04/14	04/10/2014	72744	4193	C & K Markets, Inc	10-00-2005	95.18
04/14	04/10/2014	72745	3512	Richard Christensen	15-00-2005	49.50
04/14	04/10/2014	72746	1740	Code Publishing Company Inc	10-00-2005	740.15
04/14	04/10/2014	72747	183	Colvin Oil Company	25-00-2005	4,537.07
04/14	04/10/2014	72748	5259	CSA Planning, Ltd	10-00-2005	1,067.00
04/14	04/10/2014	72749	259	Da-Tone Rock Products	15-00-2005	246.87
04/14	04/10/2014	72750	185	Del Cur Supply	10-00-2005	110.45
04/14	04/10/2014	72751	1	Taylor Carson	20-00-2005	209.36
04/14	04/10/2014	72752	1	Gelnn & Gail James	20-00-2005	105.81
04/14	04/10/2014	72753	1	Shirley Johnson	20-00-2005	20.46
04/14	04/10/2014	72754	1	Allan Marshall	20-00-2005	32.46
04/14	04/10/2014	72755	1	David & Nancy Scott	20-00-2005	280.66
04/14	04/10/2014	72756	1	Mark & Linda St James	20-00-2005	19.03
04/14	04/10/2014	72757	1	Ray Sybrandt	20-00-2005	247.56
04/14	04/10/2014	72758	5289	Diamond K Sales	10-00-2005	6,744.00
04/14	04/10/2014	72759	2186	Ferguson	20-00-2005	999.24
04/14	04/10/2014	72760	153	Ferrellgas	25-00-2005	671.22
04/14	04/10/2014	72761	5288	Forbes Draperies	10-00-2005	96.00
04/14	04/10/2014	72762	4646	Frontier	10-00-2005	20.12
04/14	04/10/2014	72763	199	Richard Harper	10-00-2005	194.23
04/14	04/10/2014	72764	5173	KOBI/KOTI-TV	32-00-2005	825.00
04/14	04/10/2014	72765	4607	Kubwater Resources, Inc.	25-00-2005	3,615.58
04/14	04/10/2014	72766	4901	Mountain View Paving, Inc	15-00-2005	1,000.00
04/14	04/10/2014	72767	2	Ryan Eells	10-00-2005	260.00
04/14	04/10/2014	72768	4443	Napa Auto Parts	25-00-2005	44.91
04/14	04/10/2014	72769	685	Neilson Research Corporation	25-00-2005	143.55
04/14	04/10/2014	72770	4794	Pacific Rim Copy Center	10-00-2005	75.00
04/14	04/10/2014	72771	3751	Proficient Automotive	10-00-2005	200.00
04/14	04/10/2014	72772	207	Quill Corporation	10-00-2005	232.30
04/14	04/10/2014	72773	1840	Rogue Federal Credit Union	10-00-2005	763.07
04/14	04/10/2014	72774	3369	Schwabe Williamson & Wyatt PC	20-00-2005	195.00
04/14	04/10/2014	72775	3499	Simplot Grower Solutions	15-00-2005	455.00
04/14	04/10/2014	72776	3752	Trace Analytics, LLC	10-00-2005	95.00
04/14	04/10/2014	72777	944	Verizon	10-00-2005	507.75
04/14	04/10/2014	72778	861	Village Express Mail Center	10-00-2005	35.98
04/14	04/10/2014	72779	2122	Cardmember Service	10-00-2005	5,950.53
04/14	04/10/2014	72780	169	Waste Connections Inc	15-00-2005	924.91
04/14	04/17/2014	72781	5227	AK Consulting LLC	15-00-2005	987.00
04/14	04/17/2014	72782	682	Al's Radio Shack	10-00-2005	47.97
04/14	04/17/2014	72783	4828	American Press, Inc	25-00-2005	784.00
04/14	04/17/2014	72784	3759	Apple Time Inc	61-00-2005	628.45
04/14	04/17/2014	72785	4734	Aramark Uniform Services	10-00-2005	95.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/14	04/17/2014	72786	5291	ASFPM	10-00-2005	395.00
04/14	04/17/2014	72787	817	Auto Additons, Inc	10-00-2005	42.50
04/14	04/17/2014	72788	3996	Beery Elsner & Hammond LLP	10-00-2005	1,260.00
04/14	04/17/2014	72789	1169	Brookings Electronic Svs Inc	25-00-2005	65.00
04/14	04/17/2014	72790	5048	Brookings-Harbor Medical Center	25-00-2005	150.00
04/14	04/17/2014	72791	5070	Canon Solutions America	10-00-2005	725.61
04/14	04/17/2014	72792	3015	Charter Communications	10-00-2005	84.90
04/14	04/17/2014	72793	212	Chem Quip Inc	20-00-2005	1,427.35
04/14	04/17/2014	72794	3834	Clean Sweep Janitorial Service	10-00-2005	100.00
04/14	04/17/2014	72795	3844	Donna Colby-Hanks	10-00-2005	37.60
04/14	04/17/2014	72796	182	Coos-Curry Electric	20-00-2005	2,594.77
04/14	04/17/2014	72797	5118	Cruise Master Prisms INC	10-00-2005	568.40
04/14	04/17/2014	72798	284	Day Management Corp	50-00-2005	11,723.73
04/14	04/17/2014	72799	1	Francisca Ayala	20-00-2005	16.77
04/14	04/17/2014	72800	1	Racheal Harmon	20-00-2005	48.67
04/14	04/17/2014	72801	5156	Desi's Tree Trimming	15-00-2005	400.00
04/14	04/17/2014	72802	484	DMV	10-00-2005	11.50
04/14	04/17/2014	72803	5278	Frank Dunn	20-00-2005	59.00
04/14	04/17/2014	72804	2640	Dyer Partnership Inc., The	57-00-2005	29,691.01
04/14	04/17/2014	72805	3342	Fastenal	10-00-2005	33.80
04/14	04/17/2014	72806	4646	Frontier	30-00-2005	81.70
04/14	04/17/2014	72807	4874	The Galli Group	25-00-2005	234.25
04/14	04/17/2014	72808	5123	GCB Automation and Marine LLC	25-00-2005	140.00
04/14	04/17/2014	72809	198	Grants Pass Water Lab	20-00-2005	420.00
04/14	04/17/2014	72810	4128	GSI Water Solutions Inc	56-00-2005	1,095.00
04/14	04/17/2014	72811	1130	H.D. Fowler	54-00-2005	3,189.75
04/14	04/17/2014	72812	154	Hagen's Dry Cleaners	10-00-2005	67.50
04/14	04/17/2014	72813	2814	Ron Hedenskog	10-00-2005	55.00
04/14	04/19/2014	72814	5293	Kah-Nee-Ta Resort	10-00-2005	.00 V
04/14	04/17/2014	72815	262	Kim Hunnicutt Court Reporting	10-00-2005	39.00
04/14	04/17/2014	72816	5292	Jacob Kristof	10-00-2005	117.00
04/14	04/17/2014	72817	4165	Tyler McCourt	10-00-2005	185.00
04/14	04/19/2014	72818	2940	McLennan Builders Inc	15-00-2005	.00 V
04/14	04/17/2014	72819	5294	Oregon Department of State Lands	15-00-2005	702.00
04/14	04/17/2014	72820	252	Paramount Pest Control	10-00-2005	45.00
04/14	04/17/2014	72821	322	Postmaster	10-00-2005	25.00
04/14	04/19/2014	72822	2699	Public Works Supply	25-00-2005	.00 V
04/14	04/17/2014	72823	187	Quality Fast Lube & Oil	20-00-2005	82.25
04/14	04/17/2014	72824	207	Quill Corporation	50-00-2005	397.19
04/14	04/17/2014	72825	380	Stadelman Electric Inc	20-00-2005	538.00
04/14	04/17/2014	72826	797	Town & Country Animal Clinic	61-00-2005	281.75
04/14	04/17/2014	72827	5184	Travel Oregon	10-00-2005	25.00
04/14	04/17/2014	72828	4203	Ultramax	10-00-2005	1,522.55
04/14	04/17/2014	72829	906	Valley River Inn	20-00-2005	103.87
04/14	04/17/2014	72830	906	Valley River Inn	20-00-2005	103.87
04/14	04/17/2014	72831	861	Village Express Mail Center	10-00-2005	9.37
04/14	04/17/2014	72832	169	Waste Connections Inc	25-00-2005	3,443.29
04/14	04/17/2014	72833	1812	John Wimberly	20-00-2005	59.00
04/14	04/17/2014	72834	5290	Wire Works LLC	10-00-2005	5,114.05
04/14	04/19/2014	72835	5293	Kah-Nee-Ta Resort	10-00-2005	.00 V
04/14	04/18/2014	72836	5293	Kah-Nee-Ta Resort	10-00-2005	198.00
04/14	04/24/2014	72837	882	Advanced Security Systems	20-00-2005	70.50
04/14	04/24/2014	72838	4477	Alpine Products, Inc	15-00-2005	2,344.90
04/14	04/24/2014	72839	4610	Jason Barrigar	10-00-2005	321.00
04/14	04/24/2014	72840	149	Carpenter Tire Factory	10-00-2005	120.00
04/14	04/24/2014	72841	1373	Cascade Fire Equipment	10-00-2005	42.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/14	04/24/2014	72842	528	Caselle, Inc	25-00-2005	854.33
04/14	04/24/2014	72843	4736	C-More Pipe Services CO.	25-00-2005	43,211.60
04/14	04/24/2014	72844	822	Coast Auto Center	25-00-2005	21,281.00
04/14	04/24/2014	72845	1357	Curry County Clerk	10-00-2005	119.00
04/14	04/24/2014	72846	4746	Curry County Treasurer	10-00-2005	1,421.20
04/14	04/24/2014	72847	5295	Days Inn Bend	10-00-2005	595.20
04/14	04/24/2014	72848	317	DCBS - Fiscal Services	10-00-2005	536.25
04/14	04/24/2014	72849	1	Helga Bertrand	20-00-2005	9.18
04/14	04/24/2014	72850	1	Cresser, Julie	20-00-2005	53.36
04/14	04/24/2014	72851	5156	Desi's Tree Trimming	15-00-2005	300.00
04/14	04/24/2014	72852	1057	Donny Dotson	10-00-2005	113.00
04/14	04/24/2014	72853	3342	Fastenal	25-00-2005	995.66
04/14	04/24/2014	72854	4874	The Galli Group	25-00-2005	7,330.95
04/14	04/24/2014	72855	5065	Gold Beach Lumber	15-00-2005	89.85
04/14	04/24/2014	72856	4526	Janell K. Howard	10-00-2005	282.28
04/14	04/24/2014	72857	202	League of Oregon Cities	10-00-2005	595.00
04/14	04/24/2014	72858	4981	McLennan Excavation, Inc	15-00-2005	5,085.00
04/14	04/24/2014	72859	4269	Gary Milliman	10-00-2005	477.61
04/14	04/24/2014	72860	3935	Northern California Glove	25-00-2005	340.00
04/14	04/24/2014	72861	513	OPCA	61-00-2005	35.00
04/14	04/24/2014	72862	5155	Oregon Department of Revenue	10-00-2005	4,453.75
04/14	04/24/2014	72863	1920	Pitney Bowes, Inc	10-00-2005	83.00
04/14	04/24/2014	72864	2699	Public Works Supply	25-00-2005	231.46
04/14	04/24/2014	72865	378	Quality Control Services	25-00-2005	99.85
04/14	04/24/2014	72866	207	Quill Corporation	10-00-2005	225.66
04/14	04/24/2014	72867	5296	Red Lion Hotel Salem	61-00-2005	166.00
04/14	04/24/2014	72868	5025	Rivers End Construction, INC	10-00-2005	1,590.00
04/14	04/24/2014	72869	142	Tidewater Contractors Inc	54-00-2005	525.11
04/14	04/24/2014	72870	5266	UV Doctor Lamps LLC	25-00-2005	1,225.00
04/14	04/24/2014	72871	336	Chris Wallace	10-00-2005	113.00
04/14	04/24/2014	72872	4475	Dusty Watson	61-00-2005	99.00

Grand Totals:

263,517.07

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____