

# City of Brookings MEETING AGENDA

## CITY COUNCIL

**Monday, July 8, 2013, 7:00pm**

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

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

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

### **C. Roll Call**

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

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

### **E. Resolutions**

1. Resolution 13-R-1017 reducing interest rate and applying interest credit for Curry Health Network System Development Charges. [City Manager, pg. 2]
  - a. Resolution 13-R-1017 [pg. 3]

### **F. Staff Reports**

1. Mahar/Tribble, LLC., Infrastructure Financing Agreement. [PWDS, pg. 5]
  - a. Agreement [pg. 6]
2. Agreement with Brookings Youth Activities for two off-season new basketball tournaments. [City Manager, pg. 10]
  - a. Proposal [pg. 11]
  - b. Draft agreement [pg. 15]
3. Agreement with Apple Box Media for Internet Advertising Services. [City Manager, pg. 17]
  - a. Request for Proposals [pg. 18]
  - b. Apple Box Media Proposal. [pg. 20]
4. Agreement with CGI Communications for a Community Promotions Video Program. [City Manager, pg. 27]
  - a. CGI program agreement and information packet. [pg. 28]
  - b. Proposed Agreement. [pg. 32]

### **G. Consent Calendar**

1. Approve Council minutes for June 24, 2013. [pg. 45]
2. Approve Liquor License Application for the Vista Pub, 1009 Chetco Avenue. [pg. 52]
3. Accept June, 2013 Vouchers in the amount of \$248,983.02. [pg. 54]

### **H. Remarks from Mayor and Councilors**

### **I. Adjournment**

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

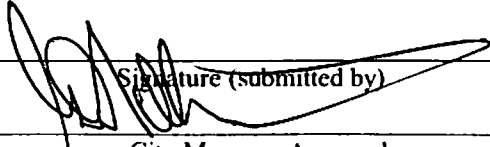
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: July 8, 2013

Originating Dept: City Manager

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

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**Subject:** Resolution regarding Curry Health Network System Development Charges.

**Recommended Motion:** Adopt Resolution 13-R-1017, reducing the interest rate and applying an interest rate credit for Curry Health Network System Development Charges.

**Financial Impact:** Reduced interest rate income into SDC Funds from Curry Health Network project; future loss of SDC revenue from waiver of fees.

**Background/Discussion:**

At its meeting of June 24, 2013, the Urban Renewal Agency (URA) considered a request from the Curry Health Network to pay the remaining balance of System Development Charges due from the District in connection with the construction of the Brookings Clinic in 2010. The URA declined the request, but suggested that the City reduce the interest rate from the current 9.0 per cent, and possibly reduce the principal amount due by an amount equal to the difference between the existing and the new interest rate if applied retroactively to the start date.

There was also some discussion concerning support for the Curry Health Network (CHN) efforts to develop a hospital and emergency room on the existing Clinic site. An expansion of use would trigger the requirement for additional System Development Charges; the amount is unknown at this time as the City has no specific proposal.

Resolution 13-R-1017 acknowledges the work of the CHN in developing the existing Clinic and its plans to seek the development of a hospital at the existing site. Specifically, the Resolution:

1. Lowers the SDC interest rate from 9.0 to 3.0 per cent.
2. Applies the 3.0 per cent rate retroactively, with the amount of interest paid at the higher rate (the amount above 3.0 per cent) to be used to reduce the principal amount due.
3. Waives the future application of SDC's for an expansion of the project to include a hospital and an emergency department.

The interest rate on the City's last wastewater project financing was 2.58 per cent. Rates are rising.

The total amount of financed SDCs was \$560,261.52 with an interest rate of 9.0 per cent. CHN has paid a total of \$134,173 in principal and \$149,634 in interest since 2010. The remaining balance is \$429,780, including accrued interest. The term of the financing is 10 years. CHN initially financed the SDCs through the City because they were unable to secure market financing. Current annual payments are \$85,146.

**Attachment(s):**

- a. Resolution 13-R-1017

**CITY OF BROOKINGS  
STATE OF OREGON**

**RESOLUTION 13-R-1017**

**A RESOLUTION OF THE CITY OF BROOKINGS REDUCING THE INTEREST RATE AND APPLYING AN INTEREST RATE CREDIT FOR CURRY HEALTH NETWORK SYSTEM DEVELOPMENT CHARGES.**

**WHEREAS**, Curry Health Network (CHN) has expended in excess of \$17.0 million in the construction of the Brookings Health Clinic, which employs 55 local residents; and

**WHEREAS**, in conjunction with said project, the total amount of System Development Charges (SDC) due to the City of Brookings (City) from CHN was \$560,261; and

**WHEREAS**, CHN chose to finance payment of said SDC's with the City through a payment plan which included the customary terms of a 9.0 per cent interest rate and payment period of 10 years; and

**WHEREAS**, CHN has faithfully made all payments due the City, with principal payments totaling \$134,173 and interest payments totaling \$149,634; and

**WHEREAS**, the City's Urban Renewal Plan, adopted in 2002, identifies public projects that are eligible for financial assistance through the City's Urban Renewal Agency and that would contribute to the goals of the overall Urban Renewal Plan; and

**WHEREAS**, one of the projects identified in the aforementioned Urban Renewal Plan is, "Assist development of new medical facility;" and

**WHEREAS**, CHN has announced plans to pursue the expansion of the Brookings Health Clinic to a full service hospital with an Emergency Department and plans to seek an additional \$10 million in financing for said project; and

**WHEREAS**, expansion of the existing CHN Brookings facility would further increase the demand on City infrastructure thereby necessitating the payment of additional SDCs by CHN; and

**WHEREAS**, improvements to medical facilities and services are critical elements to the City's economic development strategy;

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Brookings finds that CHN is using its best efforts to improve the quality and availability of medical facilities and care to Brookings residents.

**BE IT FURTHER RESOLVED** that the City Council finds that it is in the best public interest to assist CHN in its financial planning for a facility expansion toward fulfillment of the goal of having a Brookings hospital and emergency room in the following manner:

1. The interest rate on the current SDC indebtedness shall be reduced to 3.0 per cent.

2. The amount of interest paid by CHN on the SDC indebtedness shall be recalculated at 3.0 per cent from date of inception, and that portion of interest paid above a 3.0 per cent rate shall be credited against the remaining principal amount due.
3. The City's SDC shall not be applicable to expansion of the current CHN Brookings clinic should that expansion include a hospital facility and emergency department.

Passed by the City Council \_\_\_\_\_, 2013 and made effective the same date.

Attest:

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Mayor Ron Hedenskog

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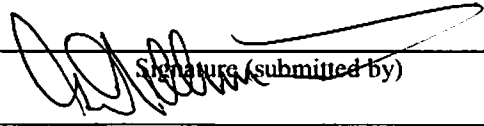
City Recorder Joyce Heffington

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: July 8, 2013

Originating Dept: City Manager

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

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**Subject:** Mahar/Tribble Infrastructure Financing Agreement

**Recommended Motion:** Authorize the Mayor to execute the Mahar/Tribble, LLC., Infrastructure Financing Agreement.

**Financial Impact:**  
See Background/Discussion below.

**Background/Discussion:**  
Ron Tribble and Mike Mahar approached the City about extending water and sewer service to a proposed 60-unit housing development on North Bank Chetco River Road in September, 2011.

Several approaches to securing water and sewer service to the proposed site have been explored by the City and Mahar/Tribble. At its workshop of February 4, 2013, the City Council indicated support for the development of an infrastructure financing agreement similar to that which was developed for the Lone Ranch project with U.S. Borax. A major difference is that the Lone Ranch agreement was developed after the annexation occurred, the development had been approved and substantial/detailed engineering design and cost information had been developed.

The attached ninth draft of the proposed Agreement is now ready for City Council review. Essentially, this Agreement would provide that Mahar/Tribble would install all infrastructure improvements to serve their development, and would install those improvements at sufficient size to handle a much larger capacity anticipating potential future development along North Bank Chetco River Road. Mahar/Tribble would receive reimbursement for up to 72 per cent of their cost of installing the improvements through the payment of System Development Charges from the first 217 units served by the improvements. The maximum reimbursement period is 20 years from completion of construction of the infrastructure improvements.

**Attachment(s):**  
a. Mahar/Tribble, LLC, Infrastructure Financing Agreement

**MAHAR/TRIBBLE, LLC**  
**INFRASTRUCTURE FINANCING AGREEMENT**

This Infrastructure Financing Agreement ("Agreement") is entered into by and between the City of Brookings ("City"), a municipal corporation of the State of Oregon, and Mahar/Tribble, LLC ("LLC"), an Oregon limited liability company (Reg.# 420908-94).

**RECITALS**

**WHEREAS**, the LLC currently owns two tax lots totaling approximately 14 acres located on the North Bank Chetco River Road in Curry County, Oregon (the "Property"); and

**WHEREAS**, the LLC desires to annex said Property into the City and plans to develop a residential community of up to sixty (60) units on said Property (the "LLC development"); and

**WHEREAS**, the City and the LLC recognize that the development of the Property cannot occur without adequate public sewer infrastructure and that an expansion of the City's sewer collection system is needed to support the proposed project; and

**WHEREAS**, the City and LLC intend to share in the cost and in the development of a plan for the construction of the required infrastructure improvements; and

**WHEREAS**, the City System Development Charge (SDC) consists of two elements:

1. A "Reimbursement Fee" that may be spent only on capital improvements associated with the systems for which the fees are assessed including expenditures relating to repayment of indebtedness.
2. An "Improvement Fee" that may be spent only on capacity increasing capital improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity may be established if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.

**NOW, THEREFORE**, it is hereby agreed:

1. Purpose. This Agreement is not intended to be a development agreement as defined in ORS 94.504. This Agreement only addresses financial issues relating to the construction of certain public infrastructure facilities. It is not intended to set forth the full range of development responsibilities for the development of the subject property owned by the LLC.
2. Service area defined. For the purposes of this Agreement, "NBCRR Service Area" shall refer to the geographic areas identified as Future Growth Areas 1, 2, 3, 4, 5, 6, 7, and the Thompson Road Area, as defined in the North Bank Chetco River Road Wastewater Feasibility Analysis, prepared by The Dyer Partnership and dated November 2010. The NBCRR Service Area does not include the LLC property described herein.
3. Infrastructure improvements. In the event the LLC proceeds with development of the Property, the LLC agrees to install the following sanitary sewer system improvements at its own expense, and shall dedicate said improvements along with all necessary maintenance/access easements to the City. All work shall be in accordance with the City's "Engineering Requirements and Standard Specifications for Public Works Infrastructure,"

and as approved by the City Engineer, and shall be inspected by the City during construction at such times as the City's Public Works Department deems appropriate.

Improvements to be installed and/or constructed by the LLC consist of:

Part I. Infrastructure Improvements:

- a. One sewage lift station of sufficient capacity to serve the LLC project as well as future expansion of the sewer collection system to a maximum of 217 EDUs, including all properties within the NBCRR Service Area located east of the LLC property. This element of the project includes conveyance to the City of the land necessary to support construction and maintenance of said lift station.
- b. One pressurized 3-inch sanitary sewer main connecting the above-referenced sewage lift station with the City's existing sewage lift station located on Lundeen Lane, including dedication of all necessary easements on the LLC property.

Part II. Infrastructure Improvements:

Work under Part II is intended to provide sufficient infrastructure to expand the City's wastewater collection system to additional lands within the NBCRR Service Area. These improvements are intended to serve up to 1,000 additional EDUs.

- a. Approximately 3,500 lineal feet of eight-inch pressurized sanitary sewer main installed in a common trench with the sewer main described in Part I above.
  - b. Dedication of land of sufficient size to accommodate a new or expanded lift station to serve the aforementioned eight-inch main.
4. Timing of Improvements. Part I and Part II improvements are contingent upon LLC obtaining approval from City, acceptable to LLC in its sole discretion, of the following: annexation, zone change, and land division. Nothing herein is intended to guaranty any such approvals, or to avoid the land use process. Said improvements shall be constructed as a condition of final plat recordation.
5. Bond. Before commencing construction of the infrastructure improvements provided for herein, LLC shall obtain a performance bond naming the City of Brookings as obligee in an amount equal to 125% of the estimated total cost for the infrastructure improvements. The bond shall be issued by a surety company with an A.M. Best's rating of no less than A-VII.
6. Payment. The LLC agrees to pay for the entire upfront cost of the above-described infrastructure improvements and shall be reimbursed for the cost of the above-described infrastructure improvements in the following manner:
- a. For Part I improvements, the City shall pay to Mahar/Tribble LLC, or its assigns, all of the System Development Charge (SDC) revenues received by the City from any of the first 217 units served by the Part I improvements, including those units constructed by LLC, up to the point that full reimbursement has been made to Mahar/Tribble LLC for any additional capacity in Part I improvements. The sewer substation that will be the connection point has a total capacity of 217 EDU's. This payment will be in proportion to the dwelling unit service capacity in excess of that needed for the LLC development. For example, if LLC is approved for 60 dwelling units (which is 28% of 217), the City shall reimburse the LLC to a maximum of 72 percent of the actual cost of said improvement. The period for reimbursement is 20 years from completion of construction

of the infrastructure improvements provided for herein. After such time, no reimbursement from the City will be due the LLC.

- b. For Part II improvements, City shall pay to LLC the actual cost of installing said improvements in a common trench with Part I improvements, including the cost of pipe, pipe installation, additional trench size and incremental engineering costs. The City shall reimburse LLC for such costs within 30-days of receipt of a written invoice from LLC for same.
7. Costs. The total costs of constructing the infrastructure improvements are unknown at this time but will be based upon the actual cost of construction.
8. Easements. City shall obtain at its sole cost all necessary easements from Curry County to authorize installation of pipe within North Bank Chetco River Road. City shall obtain and provide all necessary easements including construction easements, on City lands, streets and right-of-ways at its sole cost.
9. Authority. Each party hereto represents that it has all requisite power, authority and authorization to execute and act in accordance with this Agreement, and that the person(s) executing this Agreement on such party's behalf has the legal power, right, and actual authority to bind such party.
10. Effective Date. This Agreement shall be effective upon the later date in which the City approves both the zone change, requisite to the proposed LLC development, and annexation of the subject property into the City.
11. Assignment. This Agreement may be assigned by LLC prior to construction of the Improvements without prior written consent of the City. Once the Improvements are constructed and accepted by the City, LLC may assign its right to reimbursement under Section 5 of this Agreement to no more than 10 different entities or individuals. In the event assignment of the right to reimbursement exceeds ten (10) assignees, such assignment shall be subject to the written consent of the City. City may retain an administrative fee equal to 3.0 per cent of the amount of reimbursement if assignment is made to more than one party, after construction. Notwithstanding the foregoing, nothing herein is intended to restrict LLC's right to sell any or all of the Lots within the project to third parties.
12. Notices. All notices and communications necessary or convenient under this Agreement shall be sent to the following addresses for the respective parties:

If to City:

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

If to Mahar/Tribble, LLC:

Mahar/Tribble, LLC  
Attn: Michael Mahar  
815 Alder Creek Drive  
Medford, OR 97504

13. No Joint Venture or Partnership; No Third-party Beneficiaries. No agency, joint venture or partnership is intended or created by this Agreement. Nor does this Agreement create a beneficial right in any third party.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.



15. Controlling Law and Venue. This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or proceeding arising out of or connected with this Agreement shall be heard and decided in Oregon Circuit Court for the County of Curry.
16. Integration. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect.
17. Captions. The captions contained in this Agreement were inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
18. Severability. If any clause, section or provision of this Agreement shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Agreement shall be in full force and effect, and shall be valid as if such invalid portion thereof had not be incorporated herein.
19. Arbitration/Mediation. Any dispute or claim that arises out of, or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration. The parties acknowledge that mediation usually helps parties to settle their dispute themselves. Therefore, any party may propose mediation whenever appropriate through any mediation process or mediator as any parties may agree upon.
20. Attorney's Fees. In the event suit or action is brought, or an arbitration proceeding is initiated to enforce or interpret any of the provisions of this Agreement or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith.
21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors, assigns, and legal representatives.

Signed by the parties hereto on the dates indicated below.

CITY OF BROOKINGS

MAHAR/TRIBBLE, LLC

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mahar

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Tribble

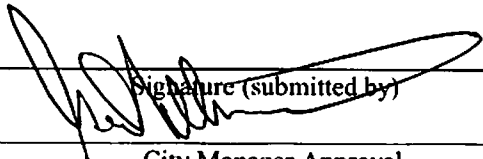
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# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: July 8, 2013

Originating Dept: City Manager

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

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**Subject:** Basketball Tournaments Off-Season Event Grant

**Recommended Motion:**

Motion to authorize Mayor to execute Agreement with Brookings Youth Activities providing \$2,000 in tourism promotion incentives for two new off-season basketball tournaments

**Financial Impact:**

Use of \$2,000 in funding from an available \$10,000 in fiscal 2012-13 for special event incentives, leaving \$8,000 for carryover to fiscal 2013-14.

**Background/Discussion:**

The City Council earlier approved a proposal by the Tourism Promotion Advisory Committee (TPAC) to set aside \$10,000 in the current fiscal year to offer incentives to organizations or individuals who develop special events that would attract visitors during the "off-season."

Brookings Youth Activities submitted a proposal to undertake two basketball tournaments, one in January, 2014, for boys and girls grades 4-8, and one in March 2014 for boys and girls grades K-12 and adults.

Sports tournaments have been demonstrated to attract large numbers of visitors including team members, parents and spectators. There is currently one large softball tournament held in Brookings each year, The Slippery Banana, and reports are that local businesses experience high volumes during this event.

While the Tourism Promotion Advisory Committee recommended funding for this proposal in the amount of \$1,000, it is actually two separate events. Grant funding will be used to set up a web-based promotions program for the events and to purchase/mail advertising/promotional materials.

**Attachments:**

- a. Proposal from Brookings youth Activities.
- b. Draft Agreement.

**Proposal for Off-Season Event Incentives  
Submitted by Brookings Youth Activities**

**This Proposal is for two events:**

**Event 1: Full Sided Basketball Tournament for Boys and Girls Grades 4-8**

**Event 2: 3 v 3 Basketball Tournament for Boys and Girls Grades K-12 and Adults**

**Background:**

**Brooking Youth Activities (BYA) is a 501 (c)(3) organization that was formed in 2011 with the intention of creating opportunities for children in the Brookings-Harbor area to be healthy, happy, and active in our community.**

**From 2011-2013, BYA has organized a youth recreational basketball league for which over 200 children participate. Many of those children have expressed an interest in playing basketball outside of the BYA season.**

**This year, approximately 100 children in grades 5-8 travel as far as the State of Washington to play in basketball tournaments. This involves each of those children's parents travelling to towns, staying at least two nights for each event, and spending money for food, gas, etc. Players from Brookings have been very successful in those tournaments, and it has been expressed by many out of the area teams that they would love to come to Brookings for tournaments hosted by BYA.**

**Event 1: 2-3 day full sided basketball tournament for grades 4-8 boys and girls.**

**Dates:** January 2014

**Location:** Brookings Harbor High School Gymnasium, Azalea Middle School Gymnasium,  
Kalmiopsis Elementary School Gymnasium

**Event Goal:** A minimum of 4 teams in each division.

**Sustainability:** Once the first tournament is successful, teams tend to return every year and the event will grow from year to year. BYA has considered the Comet Classic (Central Point), the South Coast Shoot-Out (North Bend), the Jaycee 8<sup>th</sup> grade tournament (Crescent City), and the Redwood Classic Soccer Tournament (McKinleyville) to reach this conclusion. BYA has received permission from the Brookings-Harbor School District to hold these events on BHHS properties. The money raised during the first year will be held in our account to help with costs for the next year, and so on.

**Sponsors:** Each team will pay a fee to enter. With advertising money from the City of Brookings, it may not be necessary to drain our local businesses for sponsorship money.

**Budget (Based on a projected 40 teams, at least 6 players per team)**

**Income:**

Tournament fees (40 teams x \$175.00 per team):	\$ 7000.00
Admissions (\$5.00 per adult each day):	\$ 1500.00
Concessions (net income):	<u>\$ 2000.00</u>
Total Income:	\$10000.00

**Expenses:**

Facility Use/Clean Up (2-3 days):	\$ 200.00
Application for AAU Tournament:	\$ 575.00
Insurance:	\$ 250.00
Referee (4 game minimum per team):	\$2400.00
Awards:	\$1000.00
Shirts for each player:	\$2000.00
Advertising (Mailings, Flyers):	<u>\$1000.00</u>
Total Projected Expenses:	\$7425.00

**Event 2: Two day 3v3 basketball tournament for boys and girls in grades K-12.**

**Dates:** Mid March 2014

**Location:** Brookings Harbor High School Gymnasium, Azalea Middle School Gymnasium, Kalmiopsis Elementary School Gymnasium

**Event Goal:** A minimum of 4 teams in each division.

**Sustainability:** Brookings United Soccer Team has held this event for four years. We have had 200 players participate in this event from all over. Brookings United is now governed by BYA. Each year the event gets bigger and bigger. BYA has considered past history, the EMFC 3v3 Tournament (Eugene, Oregon), the Beaverton 4v4 (Beaverton 3v3), and Salem Hoop Fest (Salem, Oregon) when organizing and presenting this event. BYA has received permission from the Brookings-Harbor School District to hold these events on BHHS properties. The money raised each will be held in our account to help with costs for the next year, and so on.

**Sponsors:** Each team will pay a fee to enter. With advertising money from the City of Brookings, it may not be necessary to drain our local businesses for sponsorship money.

**Budget (Based on a projected 40 teams, at least 4 players per team)**

**Income:**

Tournament fees (40 teams x \$75.00 per team):	\$ 3000.00
Admissions (\$5.00 per adult each day):	\$ 1000.00
Concessions (net income):	<u>\$ 2000.00</u>
Total Income:	\$ 6000.00

**Expenses:**

Facility Use/Clean Up (2-3 days):	\$ 200.00
Insurance:	\$ 250.00
Referee (4 game minimum per team):	\$2400.00
Awards:	\$1000.00
Advertising (Mailings, Flyers):	<u>\$1000.00</u>
Total Projected Expenses:	\$4850.00

**Methodology for evaluating success in terms of bringing visitors to the Brookings area:**

**BYA intends to advertise these tournaments through mailers, flyers, e-mail, social media, word of mouth, and the AAU website. BYA has partnered with the Athletic Department at the Brookings Harbor School District in order to make this event a success. Notices to each school in Oregon will be given regarding the event.**

**Since the tournament will be 2-3 days, we anticipate many out of town players and their families will be requiring lodging. On our registration website, we will list available lodging options. We hope to work out a special rate through various hotels, motels, vacation rental places, and will give each team a code that they will use in order to receive that discount. After the tournament, we will determine how many rooms were used for our event.**

**Presumably, if there are teams from out of the area, there will be great success in bringing visitors to the Brookings area. It will be noticed in the stores, restaurants, motels, and places of entertainment.**

**Thank you for your consideration of these proposals. If you have any questions, please contact:**

**Cindi Beaman  
Brookings Youth Activities  
P.O. Box 8002  
Brookings, OR 97415  
(541) 661-1643  
cindi@orcalaw.com**

# Tourism Promotion Special Event Program Agreement

This Tourism Promotion Special Event (TPOE) Agreement is entered into effect the \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the City of Brookings (City) a public body organized and existing under Oregon Revised Statutes 457.010 through 457.460 and any assignee of, or successor to, its rights, powers and responsibilities, and \_\_\_\_\_, (Applicant).

## RECITALS:

- A. WHEREAS, City offers TPSE grants for non-profit organizations with projects and/or events that meet the requirements outlined in the TPSE **Guidelines**, herein referred to as Exhibit "A"; and
- B. WHEREAS, Applicant has applied for a grant under said program, with a copy of Applicant's completed application attached, hereto referred to as Exhibit "A"; and
- C. WHEREAS, the parties desire to further set forth their respective rights, duties, obligations, and responsibilities with regard to the approved event;
- D. NOW, THEREFORE, in consideration of the mutual agreement of the parties set out herein:

## IT IS AGREED:

- 1. PROJECT DESCRIPTION. A description of the approved project/event is shown on the attached Exhibit "B". Any changes to the approved project/event must first be requested by Applicant in writing to the City of Brookings City Manager with final approval of the request to be made by the City of Brookings City Council prior to the start of the project/event.
- 2. RESPONSIBILITIES OF THE APPLICANT. The project must be completed by \_\_\_\_\_ (Completion Date). Applicant will provide, within three (3) months of the completion date for the event, a completed **Event Report Form**, herein referred to as Exhibit "B", providing information regarding funding leveraged from other sources and including the number of persons participating in the event. Applicant acknowledges that failure to comply with this reporting requirement will automatically eliminate the applicant from future consideration for TPSE funds.

Funding provided by City shall be used only to purchase and distribute information and material promoting non-Brookings resident participation in the event.

3. RESPONSIBILITIES OF THE CITY: City will fund the project/event in an amount not to exceed **one thousand dollars (\$1,000.00)**.
4. TIME IS OF THE ESSENCE. Time is of the essence for this Agreement.
5. HOLD HARMLESS. Applicant shall indemnify and hold City harmless from and against any and all claims, demands, suits, actions or judgments, and all expenses (including attorney's fees incurred by City), arising from, or in any way related to, the proposed project/event.
6. ATTORNEY FEES. If a dispute arises in connection with this agreement, the prevailing party in such dispute shall be entitled to receive reasonable attorney fees and costs from the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below:

**CITY**

**[APPLICANT]**

**City of Brookings**

A public body

\_\_\_\_\_  
Print name

\_\_\_\_\_  
City Manager Gary Milliman

\_\_\_\_\_  
Signature

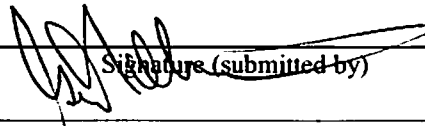


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: July 8, 2013

Originating Dept: City Manager

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

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Subject: Internet Advertising

Recommended Motion:

Motion to authorize City Manager to prepare and Mayor to execute contract for internet advertising services with Apple Box Media in an amount not to exceed \$10,000.

Financial Impact: The City Council allocated \$10,000 in Transient Occupancy Tax funds for this project.

Background/Discussion:

The City issued a request for proposals (RFP) for internet advertising. The RFP sought proposals for both production and placement of advertising. Three proposals were received and reviewed by the Tourism Promotion Advisory Committee (TPAC). All of the proposals included a proposed budget within the \$10,000 allocated for this project.

TPAC recommends a contract with Apple Box Media for these services.

Attachment(s):

- a. Request for Proposals.
- b. Apple Box Media proposal



# REQUEST FOR PROPOSALS

## CITY OF BROOKINGS

### OFF-SEASON EVENT INCENTIVES

#### **Background**

The City of Brookings (City) requests proposals from individuals and/or organizations interested in undertaking events with the purpose of increasing tourism during the off-season. Events such as the Slam'n Salmon Derby and the Slippery Banana softball tournament bring significant numbers of visitors to Brookings. Many current events are held during the peak summer tourism season.

Specifically, the City is interested in the development of new events during the months of October through April. The City is offering incentives of up to \$1,000 per event to assist event organizers in promoting their events.

#### **Submission Deadline**

To be considered, the respondent must submit three (3) copies of the proposal containing the requested information in an envelope clearly marked: **"Off -Season Events"**:

In person or by regular mail to: Gary Milliman, City Manager  
City of Brookings Tourism  
898 Elk Drive  
Brookings, OR 97415

Email: [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)

Proposals will be accepted on an ongoing basis. Proposals must be received at City Hall, 898 Elk Drive, Brookings, OR 97415, at least **60 days prior** to the date of the proposed event. Incomplete submittals will not be considered.

#### **Project Description**

The City of Brookings seeks through this Request for Proposals to provide incentives to groups and individuals for organizing new, sustainable events, or expand existing events, during the off-season. These may include indoor events, such as basketball tournaments, or outdoor events that can be conducted in inclement weather, such as marathons.

#### **Budget**

The entire budget for this program is \$7,000 with a maximum \$1,000 incentive offered per event.

#### **Process**

The City will consider proposals from all interested parties presenting the requested information and otherwise demonstrating the ability to fully fund, manage and execute the proposed event. All proposals will be reviewed by the City's Tourism Promotion Advisory Committee.

Proposals will be evaluated based upon event sustainability.

### **Proposal Requirements**

1. Narrative describing the event, event goals, and how the event organizer plans to sustain the event after the first year.
2. Complete list of sponsors and/or investors.
3. Detailed event budget, including funding sources and proposed expenditures.
4. Dates, times and event location.
5. Proposed methodology for evaluating the event's success in terms of bringing visitors to the Brookings area.

### **Right to Reject All Proposals**

The City reserves the right to accept, reject, withdraw, or amend any and/or all proposals, or any component part thereof, deemed to be in the best interest of the City or in the best interest of the desired outcome. All costs incurred in the preparation and presentation of a response to this RFP, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract shall be the sole responsibility of the respondent/proposer. The City also reserves the right to request additional information or clarification from all respondents/proposers until all funding has been awarded.

Once submitted, the proposal and supporting materials become the property of the City of Brookings and are available to the public.

### **Permitting/Insurance Requirements**

Events to be held on City property will require an approved Event Permit and/or Parks Use Application, as applicable. Certificates of Insurance are also a requirement for events held on City property. Permits may be obtained following the award of funding and are available at the Visitor's window in City Hall and on the City's website under "Forms & Guidelines."

### **Questions**

Questions related to this request for proposals should be directed to Gary Milliman, City Manager; 541-469-1101; [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)

# APPLE BOX MEDIA PROPOSAL FOR SERVICES

For Brookings Tourism Promotion Advisory Committee

Let the committee know that I make it a point not to recommend practices and services that are unnecessary or non-beneficial to my clients. Beyond presenting a proposal, I like to educate my clients on what services are available to them in order to make a decision that is best suited for their needs.

## OVERVIEW

*I am proposing my services to the Brookings Tourism Promotion Advisory Committee because I feel I have the necessary qualifications to represent this city in a creative format with the highest level of quality. As a former resident of Brookings, Oregon, I feel I have an advantage as I have explored various parts of the city in a creative manner.*

Apple Box Media is pleased to submit this proposal for services to support Brookings Tourism Promotion Advisory Committee in achieving its goals for increasing tourism to the Brookings, Oregon area.

## The Objective

*To create four or more web segments to be placed on YouTube, Vimeo, and various other websites.*

- To create attractive advertisements which can grab the attention of viewers
- To create multiple internet segments which showcase tourism opportunities and events within the community

## The Opportunity

*We have the opportunity to showcase Brookings, Oregon in a fresh way by implementing the highest quality video and graphics services available.*

- The opportunity to bring to life the aspects of Brookings that make it unique
- The opportunity to showcase new and exciting events within the community
- The opportunity to present Brookings in a way that creates interest for the viewer

## The Solution

*I believe the solution for this proposed objective is to go above and beyond what has been done before by creating something that I believe is unique to my company and my talents.*

- Showcase the City of Brookings on a much grander scale. We all know that Brookings has a lot to offer its tourists and by suggesting some of those "hidden gems" I believe we can create an interest to viewers that has not previously been presented.
- Create video with a much higher production value. By using the latest high definition video technology along with the experience of all parties involved, I believe we can create an advertisement that not only looks great but can stand the test of time.
- Present the viewer with multiple tourism and residential opportunities. There's something for everyone in Brookings, and I think that by showing multiple aspects of the city, we are creating interest for a much larger demographic.

## OUR PROPOSAL

*Apple Box Media's owner/operator Chris Vanderschaaf has been creating video for over ten years, continually challenging himself to create higher quality video pieces and working with a variety of clients to become a well-rounded, sought-after creative individual.*

*The Brookings Tourism Promotion Advisory Committee can expect nothing less than the best that Apple Box Media has to offer in all aspects of an advertisement production. By choosing anything less than our high standards, we believe the City of Brookings will not be represented in a way we think it deserves to be. We strive to see the city succeed just as much as the committee does, and that's something we are more than qualified to provide.*

*We believe our talents and goals are aligned with the needs of the committee and we look forward to serving the City of Brookings in the best way we know how.*

Apple Box Media intends to showcase the City of Brookings in a way that rivals national television advertisements in quality and grandeur. Just as larger scale productions (the "come to California" commercials, for example) represent the best of their respective state, we too strive to showcase Brookings on a level all it's own.

We envision high definition vignettes of specific destinations and events within the community. By creating four very specific themes to each web video, we believe we can reach out to multiple demographics speaking to tourists and those wanting to settle in Brookings alike.

Our first web segment would showcase an overall view of what Brookings is like. We plan to show all of the major points of interest (outdoor activities, community events, points of tourism, etc.) in order to give the viewer an overall sense of what Brookings is like.

For the following three (or more) videos, we plan to showcase a specific area of interest. One video will show life as a young family; someone who wants to settle in Brookings and raise a family or start their professional career. Another segment would feature what it's like to retire in Brookings and convey why this town would be the best possible option for enjoying your time later in life. For another segment we'd like to focus specifically on tourism and what this town has to offer for entertainment and activities year round.

All of the web segments will have an inviting and enticing feel to them, allowing the viewer to feel comfortable with settling or planning a vacation to Brookings.

While creating high quality video is important, the most difficult task of advertising on the web is converting your viewers into actual clients, or in this case tourists and citizens of Brookings. Part of our strategy for these videos is to create a marketing campaign to jumpstart the viewer conversion process. We will design a custom strategy for your web marketing and show you exactly how to continue with the campaign in order to see the return on your investment; utilizing tools such as YouTube, Vimeo, email marketing, and more.

### Professional References for Apple Box Media

FLF Films' "Greater Nevada Credit Union" Commercial

Chris Vanderschaaf's role: Post producer and editor (as freelancer for FLF Films; this project is not produced by Apple Box Media)

Can be viewed at: <https://vimeo.com/62468141>

Contact: Jerry Dugan, owner FLF Films

Team Quest Muay Thai Promo

Apple Box Media's role: Producer, director, cinematographer, editor

Can be viewed at: <https://vimeo.com/62454807>

Contact: Carlos Zapata, owner Team Quest (530) 646-7346

i48 Film Festival "Turn 'Em Out" Film

Apple Box Media's role: Audio, editor

Can be viewed at: <https://vimeo.com/12401123>

Contact: Daniel Hurst, owner Morgan Lane (971) 237-3484

Mt. Shasta Mall Commercial

Apple Box Media's role: Animator, editor

Can be viewed at: <https://vimeo.com/59065354>

Contact: Beth Wood, mall director (530) 518-5449

## PRICING

The following table details the pricing for delivery of the services outlined in this proposal.

Service	Price
Production: lighting, camera, and audio package.	\$3,500
Marketing strategy creation and implementation	\$1,800
Post-Production: editing, color grading, and finishing	\$3,200
Expenses, meals, travel, lodging, etc	\$800
Audio Mastering, licensing, and Syndication	\$1,200
Total	\$10,500

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

## QUALIFICATIONS

Apple Box Media has continually proven to be an industry leader for high quality video production in the following ways:

- Working with worldwide clients to create advertisements that sell products and services in a unique and exciting way
- Offering its services in multiple parts of the country to better understand video production and marketing as a whole
- Striving to be the best at what we do and consistently going above and beyond what's expected for each and every client

*Apple Box Media's work has been featured locally, nationally, and worldwide. From Brookings, Oregon to Australia, we've worked with a wide range of clients. For more examples of work, and for a list of our clients (including CBS, MTV, and NBC), please visit [www.appleboxmediagroup.com](http://www.appleboxmediagroup.com) and [www.chrisvanderschaaf.com/portfolio](http://www.chrisvanderschaaf.com/portfolio).*

## CONCLUSION

We look forward to working with Brookings Tourism Promotion Advisory Committee and supporting your efforts to improve tourism through video marketing. We are confident that we can partner with you in showcasing Brookings' unique tourism opportunities.

If you have questions on this proposal, feel free to contact Chris Vanderschaaf at your convenience by email at [chris@appleboxmediagroup.com](mailto:chris@appleboxmediagroup.com) or by phone at (707) 951-1193. We will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration,



Chris Vanderschaaf  
Owner, Apple Box Media Group



WE MAKE VIDEOS  
**APPLEBOX**  
MEDIA LLC



facebook.com/appleboxmedia

@apple\_box\_media

707.951.1193

chris@appleboxmediagroup.com

## Christopher VanDerschaaf: Apple Box Media LLC

3270 Cockerill Dr Redding, CA 96002  
(707) 951-1193 chris@appleboxmediagroup.com

## Christopher VanDerschaaf

3270 Cockerill dr Redding, CA 96002  
Phone: 707-951-1193 • E-Mail: chris@appleboxmediagroup.com



### About me

Media is a passion of mine, and has taken me around the world. I am a problem solver who doesn't give up. I have been in Television/Film since 2000. I've worked in all departments pre-production through post-production.

### Experience

Below is small list of work. For more, see attached sheet or visit my website <http://www.appleboxmediagroup.com/about>

#### Playstation

UFC Champion Jens Pulver, Playstation Quore segment

#### Grip/Lighting

#### Tremolo Productions

"Troubadours: Carole King / James Taylor & The Rise of the Singer Songwriter" documentary

#### PA

#### Stephen Baldwin

Short "film style" commercial created for planet smoothie directed by and starring Stephen Baldwin

#### Camera/Post

#### MTV Teen Cries

Episode of Teen Cries shot in Sun Valley, Idaho

#### PA/Grip/Lighting

#### NBC Christmas Special

A Christmas television film produced and created in Nampa, Idaho for NBC

#### Producer/Editor (graphics)



**Traveling the Coast****Producer/Camera/Editor**

A "Tele Award" winning travel show on the Oregon coast

**Shed Media****PA/Grip/Lighting**

CMT's Worlds Strictest Parents show in Eastern Oregon

**NuVision Productions****Grip/Lighting/Post**

Saint Alphonsus Regional Medical Center "One Voice" corporate video

**Elevate Camps****Producer/Production/Post**

I create and manage all video/web media for a non-profit Christian summer camp ministry called Elevate

**Rex Morris Productions****PA/Grip**

CBS College sports football show, highlighting the Boise State Broncos season

**Team Quest Redding****Director/Cameras/Lighting/Post**

Promotional video created for online and/or broadcast marketing.

**Additional Experience/Assets****Apple Box Media LLC****Owner/Operator**

I run a freelance production and multimedia company. I collaborate with industry leading freelancers to create captivating and effective marketing solutions for businesses.

**KBSC TV 9****Owner/Operations Manager**

KBSC TV is an award winning LP television station on the southern Oregon coast. I came aboard KBSC in 2000 as a camera assistant. Over the next several years I worked my way up the chain, later returning to manage and then purchase the television station at which my career began.

**Education**

A majority of my 11 years of experience has been real world and hands-on training. I was thrown into the mix of things with no experience and had to solve all my problems. I still maintain this is the best type of training and is invaluable to my profession.

**Northwest Nazarene University****Mass Communications**

Northwest Nazarene is a private university in Nampa Idaho. I completed two years of their Mass Communications (filmmaking) program.

**Additional Skills**

Pre-production:	Scriptwriting and Screenwriting
Production:	Grip, Dolly Grip, Jib operator, Boom operator, Electric, and Camera op
Post Production:	Editing, Rotoscoping, Compositing, Motion Graphics, VFX, Authoring
Programs:	AVID Media Composer, Adobe Premiere Pro, After Effects, Encore, Illustrator, Flash, Dreamweaver, Soundbooth, Apple Final Cut Pro, DVD Studio Pro, Soundtrack Pro, Motion, and 3DS MAX,

Cameras:

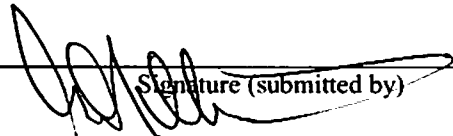
Canon 5D Mark II, 7D, 60D, T2i, Red Cameras, Phantom HD Gold, Sony ½ 3CCD broadcast and studio cams, Sony/Canon/Panasonic 3CCD prosumer cams, Betacam, 8mm, 16mm, and 35mm film

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: July 8, 2013

Originating Dept: City Manager

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

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**Subject:** CGI Communications Proposal for Community Promotions Video Program

**Recommended Motion:** Authorize the Mayor to execute an agreement with CGI Communications for a Community Promotions Video Program.

**Financial Impact:**

None. CGI would seek local business advertisers, but the project is not dependent on advertising participation.

**Background/Discussion:**

The City has received a proposal from CGI Communications Inc. to develop a "Community Showcase Program" to promote the City via the internet and on the City's website. This proposal is consistent with the Council's goal of recruiting new residents to the area as a part of the City's economic development strategy.

The City Council budgeted \$20,000 in the current fiscal year for procurement of similar services. Under the CGI proposal there is no cost to the City.

CGI will produce three 60-second videos for the City; an introductory video about Brookings, a video describing the quality of life in Brookings, and a video showcasing local non-profit organizations. The video package will then be marketed through the internet and will include a link from the City's website.

CGI will contact local businesses to solicit paid advertising with advertiser icons to be included on the border of the City's videos. The program marketed to local businesses would include a video about the business that would also be posted on the internet.

**Attachment(s):**

- a. Community Video Program agreement and information packet.
- b. Proposed agreement.



**AT NO COST TO YOU**, CGI Communications, the parent company of relocate.org will provide your Community the opportunity to be featured on the Community Video Network- in its **COMMUNITY VIDEO PROGRAM**, under the following terms:

1. We'll introduce your Community via our *Community Video Program*, which will link to your Community's Website from the Community Video Network (CVN)
2. We'll consult with you to script, videotape and edit from raw footage to final video, with professional voice-over and background music, a customized 60 second video, to be streamed on CVN and your Community's Website via our dedicated server in *Community Video Program* format.
3. We'll provide a chapter on Quality of Life and an additional video chapter of your choice. We will also provide a community organizations chapter to showcase nonprofits.
4. We retain all control and responsibility for our Content, which will comply with local community standards, including all sponsors, videos and links, which you agree to display to all users from a link on the Homepage of your Website.
5. You'll provide us with a signed Letter of Recognition/Introduction on Community Letterhead and the right to use the name and likeness of your Mayor / City Manager.
6. This agreement is for three (3) years from date of linkage can be renewed at no cost and under the same terms and conditions unless notice to terminate is given by you at least 60 days before the end of a term, in which case, the agreement terminates upon completion of that term.

*The undersigned understand and agree to all the above terms and have full authority to sign this agreement.*

Community: **Brookings, OR**

Community Video Network

Signature:

Signature:

*Nicole Rong*

Printed Name & Title:

Printed Name & Title:

Date:

Website, Email and Phone:

Dear Brookings, OR Business Owner:

The City of Brookings, OR is excited to announce the launch of a new program that we feel will have a significant impact on the promotion of our wonderful community. We have entered into a three year agreement with CGI Communications to produce a series of streaming online videos highlighting all our community has to offer its residents, visitors, and businesses.

CGI is a leader in online marketing solutions, working with thousands of communities and businesses nationwide. With an easily viewable interface on the official City website ([www.brookings.or.us](http://www.brookings.or.us)) their video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and so much more.

In addition to the videos being on the City's official web site, they will also be featured on Relocate.org, the largest relocation network in the nation. The City of Brookings, OR is dedicated to highlighting the advantages of living and working in our community, and we feel that this program can do just that!

A representative of CGI Communications will be contacting you with an opportunity to take advantage of their innovative digital media tools and services. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Best Regards,

Signatory  
Title



## **WHY CGI?**

◆ **Who is CGI Communications, Inc.?**

Formed in 1988, CGI Communications, Inc. is a leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving the Top 100 Award for 6 years since 1999 in the Greater Rochester Area.

◆ **Are there any hidden costs?**

*No. There is never a point where your municipality will ever see an invoice for any service we provide.*

◆ **What if no businesses sign up for sponsorship?**

*Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.*

◆ **How long is the production process?**

*The video production is typically a 12-14 week process.*

◆ **What is the relationship between CGI and the United States Conference of Mayors, the National League of Cities and the Federation of Canadian Municipalities?**

*CGI works closely with the USCM, NLC and FCM to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in.*

◆ **Who fulfills the sponsorship element of the Community Video Program?**

*CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses that you would like to see have first right of refusal, we encourage and welcome you to do so.*

◆ **Do we have a choice of what season we are filmed in?**

*Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole.*

◆ **Do we need an Official Representative in our Welcome video?**

*Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.*

◆ **Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?**

*Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.*

◆ **What is relocate.org?**

*Relocate.org is the largest online community video network in the nation to assist those relocating. By partnering with CGI, your completed video program will be showcased on relocate.org at no cost to garner more exposure for your wonderful community.*

◆ **Is there a special rate for non-profit organizations that want to get involved?**

*We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.*

## **Community Video Program Summary:**

### ***Community Program Benefits:***

- ▯ FREE marketing video program to showcase community **assets** and **attributes**
- ▯ Welcome future families and residents, recruit new business and industry and promote tourism
- ▯ Full access and exposure on the largest online Community Video Network in the nation
- ▯ Complete video production for including script writing, filming, editing, background music and voiceovers
- ▯ Final draft of video content subject to your approval
- ▯ Risk-free marketing initiative regardless of business sponsor participation
- ▯ Hosting and streaming of all video content through CGI's patented OneClick™ Technology
- ▯ Cities participation creates free platform for nonprofit organizations to expand their outreach

### ***Business Sponsor Program Benefits:***

- ▯ Allow your business community to expand its outreach through custom video content
- ▯ Garner exposure on our national relocation network and on your official city website
- ▯ Access to additional digital media tools for your businesses official websites
- ▯ Hosting and streaming of all video content through CGI's patented OneClick™ Technology
- ▯ SmartTrack measurement and trackability
- ▯ Free participation for nonprofit organizations

**City of Brookings**  
**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 13-025**

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and CGI Communications/relocate.org, (Contractor). The City's Project Manager for this Contract is City Manager Gary Milliman.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract is effective on July 9, 2013 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before December, 1, 2016.

**2. Statement of Work.**

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

**3. Consideration.**

CGI will provide all related services as described in the attached Community Video Program agreement and information packet, at no cost to the City, as per Exhibit A.



## CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): CGI Communications/relocate.org

Contact Name/Title: Nicole Rongo Phone: 800-398-3029

Fax: 866-429-8611 E-Mail: \_\_\_\_\_

Address: 130 East Main Street, Rochester, NY 14604

Federal Tax ID #: \_\_\_\_\_ -or- ☐ W-9 (attach) -or- SSN #: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_ Brookings Bus Lic.# \_\_\_\_\_ CCB#: \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

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

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

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

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

Signed by Contractor: \_\_\_\_\_  
Signature/Title Date

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

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## CITY OF BROOKINGS SIGNATURE

Approved: \_\_\_\_\_  
City Manager or Designee Date

Approved: \_\_\_\_\_  
Project Manager Date

Reviewed: \_\_\_\_\_  
City Attorney or Designee Date

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**CITY OF BROOKINGS  
STANDARD TERMS AND CONDITIONS  
FOR PROFESSIONAL SERVICES CONTRACTS**

**1. Contractor is Independent Contractor**

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

**2. Subcontracts and Assignment**

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

**4. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

**5. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

## **6. Payment on Early Termination**

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

## **7. Remedies**

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

## **8. Notices**

Any notice or communication under this Agreement sent by either Party to the other will be deemed given and delivered (a) seventy-two (72) hours after being deposited with the U.S. Postal Service, sent registered or certified, postage prepaid, or (b) when received if personally delivered, and if the notice is to Contractor it will be sent to the address listed on page 2 of this contract. If this notice is sent to the City, it will be addressed to the Project Manager, City of Brookings, 898 Elk Drive, Brookings, OR 97415. Either Contractor or City may, from time to time, designate in writing another address or manner in which it may be served.

## **9. Access to Records**

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

## **10. Ownership of Work**

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered “works made for hire” under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as “confidential” that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

## **11. Compliance with Applicable Law**

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

## **12. Indemnity and Hold Harmless**

- a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

## **13. Insurance**

Contractor shall provide insurance in accordance with Exhibit C.

## **14. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

## **15. Professional Standards; Errors**

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

## **16. Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Oregon. Any action or suits arising under this contract must be brought in the Circuit Court for the State of Oregon in Curry County, Oregon. If the claim must be brought in a federal forum, then it must be brought and conducted in the United States District Court for the District of Oregon, in Medford Oregon.

## **17. Severability**

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

## **18. Business License**

The Contractor shall obtain a City of Brookings business license as required by BMC 5.05.060 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

## **19. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A**  
**STATEMENT OF WORK, COMPENSATION**  
**and**  
**PAYMENT SCHEDULE**

There is no cost to the City for this service.

Statement of work is contained in the Community Video Program Agreement and information packet, attached.

## EXHIBIT B

### OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

#### REQUIRED STATUTORY PROVISIONS

##### **ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.**

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

##### **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.**

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

##### **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person,

copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

##### **ORS 279B.235 Condition concerning hours of labor.**

- (1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and



(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

\*\*\*\*\*

(5)(a) \*\*\*\*\* [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

\*\*\*\*\*

(c) For goods or personal property.

## **OTHER STATUTORY PROVISIONS**

### **ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.**

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

\*\*\*\*\*

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

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## **STATUTORY REFERENCES OF INTEREST**

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.

## **EXHIBIT C**

### **PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

**To:** Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

**Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to the City.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

**EXHIBIT D**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

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**I. INDEPENDENT CONTRACTOR STANDARDS**

As used in ORS chapters 316, 656, 657, 671 and 701, “independent contractor” means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

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**II. BASIC REQUIREMENTS**

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
2. The Contractor is customarily engaged in an independently established business;
3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.

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**III. ADDITIONAL REQUIREMENTS**

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:  
**(Check three or more of the following:)**

- \_\_\_\_\_ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
  - (b) That is in a portion of the person’s residence and that portion is used primarily for the business.
- \_\_\_\_\_ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
  - (b) The person is required to correct defective work;
  - (c) The person warrants the services provided; or
  - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- \_\_\_\_\_ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

\_\_\_\_\_ The Contractor makes a significant investment in the business, through means such as:

- (a) Purchasing tools or equipment necessary to provide the services;
- (b) Paying for the premises or facilities where the services are provided; or
- (c) Paying for licenses, certificates or specialized training required to provide the services.

\_\_\_\_\_ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

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#### **IV. INDEMNIFICATION**

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

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#### **V. CERTIFICATION**

Contractor and Project Manager certify that the above statements are true and correct.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date

# City of Brookings CITY COUNCIL MEETING MINUTES

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

**Monday, June 24, 2013**

## **Call to Order**

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

## **Roll Call**

Council Present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges and Kelly McClain; a quorum present. Councilor Pieper arrived at 8:18 PM.

Staff Present: City Manager Gary Milliman, Finance & Human Resources Director Janell Howard, Public Works & Development Director Loree Pryce, Public Safety Director Chris Wallace, Planning Manager Donna Colby-Hanks, Parks/Technical Supervisor Tony Baron, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and approximately 14 others.

## **Ceremonies/Appointments/Announcements**

Mayor Hedenskog proclaimed July 13 & 14 as Relay for Life Weekend.

*Appointment of Golf Course Committee.*

**Mayor Hedenskog moved, a second followed and Council voted unanimously to appoint Councilors Kelly McClain and Brent Hodges to participate in a Golf Course Committee to work with staff.**

## **Public Hearings/Ordinances/Final Orders**

*Public Hearing and Final Order in the matter of File ANX-1-13, request to annex approximately 155 acres comprised of six tax lots, into the City of Brookings.*

Mayor Hedenskog opened the quasi-judicial public hearing in the matter of file ANX-1-13 at 7:06 PM.

Under ex parte, Mayor Hedenskog said that he had attended the final Planning Commission meeting regarding this request.

There were no additional declarations of ex parte, declarations of conflict or personal interest, and no objections as to jurisdiction.

City Attorney Rice reviewed the guidelines and Planning Manager Donna Colby-Hanks reviewed the staff report.

Public comment: Nicholas Pepe, 97032 Dodge Avenue, commented that he was concerned about the light industrial zone designation as he thought it was out of character for the area and would increase traffic.

Colby-Hanks responded that it was to be very light industrial use and none of the residential areas were proposed to be change.

Mayor Hedenskog said he believed that a traffic study had been conducted which indicated that the light industrial designation would add less traffic, not more. Colby-Hanks concurred.

Public Comment: Commissioner Smith said he had approved the annexation and that it was important to him that the Oregon Department of Aviation recommendations were met. He also

said he wanted it clear that the County had not requested the annexation; this was being done at the City's request to expand its water and sewer infrastructure.

Mayor Hedenskog asked if the report indicated that the City had made the request and Colby-Hanks concurred.

Colby-Hanks said the City would be adhering to the airport overlay zone.

There were no other public comments and the hearing was closed at 7:25 PM.

Councilor McClain said the City was trying to encourage businesses to come here but didn't think the light industrial designation would generate a great deal of activity.

Councilor Hodges said he agreed and added that the City had limited industrial space available on which to provide light industrial development.

**Councilor Hodges moved, a second followed and Council voted unanimously to approve the application for ANX-1-13, based on the findings and conclusions, staff report analysis, and oral and written evidence presented at the hearing, approve the final order and move to the adopting ordinance.**

*Ordinance amending the City limits and zoning map of the City of Brookings by annexing approximately 155 acres and applying zoning changes.*

**Councilor McClain moved, a second followed and Council voted unanimously to do a first reading of Ordinance 13-O-712 by title only.**

Mayor Hedenskog read the title.

**Councilor Hodges moved, a second followed and Council voted unanimously to do a second reading of Ordinance 13-O-712 by title only.**

Mayor Hedenskog read the title.

**Councilor McClain moved, a second followed and Council voted unanimously to adopt Ordinance 13-O-712, [amending the City limits and zoning map of the City of Brookings by annexing approximately 155 acres and applying zone changes].**

### **Staff Reports**

*Construction contract for Easy Street Water Line Replacement Project.*

Building Official Snook gave the staff report.

Councilor Hodges asked if the design was done in house and Snook said it was.

Councilor McClain asked if \$150,000 had been budgeted and Snook said it had but the project had been extended to the intersection of Marvin Court.

**Councilor Hodges moved, a second followed and Council voted unanimously to award the bid in the amount of \$197,620.00 for the Easy Street Water Line Replacement Project to McLennan Excavation as the lowest responsible bidder.**

*Removal of three trees in vicinity of Stout Mountain Railway at Stout Park.*

Supervisor Baron provided the staff report.

Councilor Hodges asked if the original donation of the park to the City allowed for the trees to be removed and Baron said these trees were not in existence when the park was donated.

**Councilor McClain moved, a second followed and Council voted unanimously to approve removal of three trees in the vicinity of the Stout Mountain Railway as identified on the map.**

*Airport Infrastructure Improvements Administrative Support Services Contract.*

Director Pryce gave the staff report.

Mayor Hedenskog asked if CCD Business Development was a private company and Pryce said it was a firm recommended by the EDA. City Manager Milliman said it was a non-profit experienced in dealing with large federal grants and that funding for this service was in the project budget.

**Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute a professional services contract with CCD Business Development Corporation in the amount of \$30,000 for administrative support for grant compliance for the Airport Infrastructure Improvement [project].**

*Proposed County Goods Sales Tax Ordinance.*

City Manager Milliman provided the staff report.

Public Comments:

Commissioner David Brock Smith said the sales tax would put a tax collection burden on the business owners; that current legislation requires that any money borrowed from the road fund had to be paid back within three years; that the sales tax ordinance had been further amended to include exceptions for pet food and incontinence items; that the 8 ½ year sunset was to maximize the hiring of additional employees needed to administer the tax; that the measure was to be on a September ballot in part to avoid competing with the City of Port Orford's public safety levy which would be on the November ballot; that he was looking into the possibility of coupling a \$0.56 per thousand property tax measure to fund the jail with a 2% sales tax with exceptions only for food and medical items to help spread the burden across a broader spectrum of the population. Smith added that he had not yet discussed this idea with the other Commissioners, but would propose it to them at their next meeting.

Sandra Ensley, 950 Pioneer Lane, commented that she had not talked to anyone who wanted the sales tax except the ones that didn't vote for the split tax, which she felt would have passed if the City had not come out against it.

Mayor Hedenskog ran down a prepared a list of questions for Council to consider addressing in a letter to the Commission to which he added Smith's proposal and exemptions, which he felt were getting excessive. He asked if Council had any questions to add, and Hodges said he would like to ask Smith a few questions.

Mayor Hedenskog announced Councilor Pieper's arrival at 8:18 PM.

Councilor Hodges asked Smith if there could be two measures on the ballot and Smith said you could have as many as wanted, but the more measures you put on the ballot, the more the vote would get diluted such that none would receive enough votes to pass.

Councilor Hodges said he was personally opposed to a sales tax, felt it would be tough to pass and found the exemptions to be confusing. He said he could see a lot of issues with this tax.

Commissioner Smith said the coupled ballot measure would only have two exemptions and added that the County would only have \$800,000 left after July 2014.

Councilor Hodges asked if the plan was to have this become a permanent fix and Smith said it could become permanent and a law enforcement levy might also be considered in the meantime. The sunset clause, Smith said, was added to allow citizens time to get used to the tax. Smith added that the exemptions in the current language would not allow for any increase or

exemptions to be taken away without a vote and there had already been three public hearings on the sales tax measure when it was considered last year.

Councilor McClain thanked Smith for coming to the meeting and said he agreed that the County needed funds but he was afraid the sales tax measure was moving forward too quickly and some good ideas could be missed by putting it on the September ballot; the extra six weeks could make a difference. McClain said he thought Transient Occupancy Tax (TOT) funds could easily pass, as the TOT was fairly common throughout the state. Should a sales tax pass, McClain said, Curry would be the only county in Oregon to have one. McClain said that if more dialogue had taken place, and the City had been able to get behind the property tax it might have passed; it just wasn't fair to the citizens of Brookings as it was.

Commissioner Smith said he could support a TOT, but as a means of fulfilling its intended purpose. He said the 30% directed toward administration, however, should be funneled toward public safety but he was not sure if the Governor would even allow other uses for TOT funds.

Councilor McClain said the TOT would reduce the burden in other areas.

Mayor Hedenskog said the question at hand was the maximum rate and McClain said he didn't know how he felt about a maximum rate and felt that was the County's question to answer.

Mayor Hedenskog said staff had recommended 2.5% and he wanted to keep it under 3% and personally recommended 2% and McClain said he felt they were just throwing out numbers and would look to Smith to say what was needed, based on budget needs.

Councilor Hodges said the question might be better based on whether the fix was permanent or temporary and Hedenskog suggested they talk about the sunset clause, first.

Councilor McClain said there shouldn't be a sunset clause. "If it's a solution, it's a solution," he said.

Councilor Pieper said the question that needed to be addressed first was whether or not Council wanted to provide a letter to the Commission on the proposed sales tax, and his personal recommendation was to not take a position.

Councilor Hamilton said he would do away with the sunset clause and that more time was needed before the sales tax was put to the voters.

Councilor McClain said it was too early to come up with a letter and again said the measure could go on the November ballot.

Commissioner Smith reiterated that the sales tax measure was not being rushed and the concern was that waiting until November would cost the County money it did not have, as well as put conflicting ballots on the ballot.

Councilor Hodges said he also appreciated Smith coming, but if the City couldn't get behind the tax, it might not pass.

Commissioner Smith said he wanted the City's input, and some kind of solution was needed and McClain said getting the measure on the ballot in a hurry didn't mean it would pass. Taking the extra six weeks would allow more time to get it right.

Mayor Hedenskog polled the Council about their interest in providing a letter of recommendation to the Commission and the greater consensus was not to provide a letter at this time.

City Manager Milliman said he had one factual item to get into the record and asked Director Wallace about the number of City patrol officers. Wallace said that of the City's 14 member police force, only nine were patrol officers.



Public Comment: Bob Pieper said that a sales tax was important to him and that if it passed he would be forced to shut his doors and move. He praised the C3 group as having great “integrity” and begged the Council to wait.

Mayor Hedenskog offered Smith a final opportunity to address Council.

Commissioner Smith reiterated that putting the tax levy on the November ballot was an issue of a conflict with Port Orford’s public safety levy placement on that ballot. He said he would take back to the Commission that Council had no recommendation to make at this time and added that whatever the Commission decided, he would fully support that decision. Smith also said counties with administrators were having problems.

Councilor Hamilton asked about the rainy day fund and Smith said it would be 2% of net sales tax revenue for repair and maintenance and Hamilton said he thought that was a good idea.

Hodges said he’d like to see two options on the ballot.

McClain asked Smith what percentage he would pick for a sales tax and Smith said he wanted to keep it under 3%, and that projected revenue from the 3% sales tax was estimated at around \$5 million but the final percentage of the tax would depend on the number of exemptions.

Hedenskog said he thought the duel ballot question title would “run well” with another commissioner.

Public Comment: Nicholas Pepe said it was basic economics. You need to cut back to bare minimum to be sustainable.

Commissioner Smith pointed out that they had just finished negotiating two union contracts, one a two-year contract with no step increases or COLA and the other with no COLA and a one year reduction in their health insurance cap. He also said that, according to his research, state law prohibited the County from raising funds via a County run lottery.

*Request for policing services from Port of Brookings Harbor.*

City Manager Milliman provided the staff report.

Councilor Hodges asked if this would result in a staffing increase and Director Wallace said they had not yet looked at staffing and were looking for direction at this point.

McClain asked if the City was the Port’s first choice and Milliman said the Port was also looking at the Sheriff’s department to provide these services.

In response to a question from Councilor Hodges, Milliman said the focus of patrol services would be on Port property.

Mayor Hedenskog said the proposal seemed straight forward.

Councilor Pieper said he would like to keep the issue of providing public safety apart from the annexation issue, although he supported both.

Public Comments:

Tim Patterson, speaking as a business owner, encouraged Council to explore the issue of annexing the Port as the City and downtown would be better off working together on such things as tourism, he said.

Sandra Ensley said the County sheriff’s department should be involved at the Port and expressed concern that annexation would end up costing her more, based on her property tax statement.

Mayor Hedenskog said one of the issues discussed with Port representatives was the pro-active nature of City police department versus the reactive nature of the sheriff's department.

Councilor McClain said he wanted to make it clear that a large portion of property taxes went to provide County services not included in the County tax rate. However, the only funds the County directly controlled, he said, were the funds generated from the \$0.59 per thousand property tax rate.

**Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager, Public Safety Director and City Attorney to develop a feasibility plan and draft agreement for contracting law enforcement services to the Brookings Harbor Port District.**

**Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to work with Port District management in preparing an application for annexation of Port District-owned property into the City of Brookings.**

*Off-Season Event Incentive grant limit increase to \$4,000.*

City Manager Milliman provided the staff report.

Councilor Hamilton said a \$2,000 maximum grant would allow for more new events and that start-up costs should not be supported.

Councilor Pieper said that if even one major event were begun through this program it would be a "good move," and pointed out that even if the maximum grant amount was \$4,000, Council could always vote to lower it.

Councilor McClain said the committee should have greater flexibility.

**Councilor McClain moved, a second followed and Council voted unanimously to approve the increase in maximum grant [funding] for tourism off-season event incentives to \$4,000.**

*Execute Port Orford Landfill Post-Closure Trust Agreement.*

City Manager Milliman gave the staff report.

**Councilor Hodges moved, a second followed and Council voted unanimously to adopt and authorize the Mayor to execute a new Port Orford Landfill Post-Closure Trust Fund Agreement replacing the 1993 Trust Agreement as amended and appoint a successor trustee.**

### **Resolutions**

*Resolution 13-R-1010, adopting System Replacement Fees for 2013-14, repealing Resolution 13-R-996 and rescinding Resolution 13-R-1008.*

Director Howard provided the staff report.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1010, adopting System Replacement Fees for 2013-14.**

*Resolution 13-R-1011, approving appropriations transfers for insurance proceeds received.*

Director Howard gave staff report.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1011, approving appropriations transfers for insurance proceeds received.**

*Resolution 13-R-1012, accepting grants and donations and appropriating those funds.*

Director Howard gave the staff report.

**Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1012, accepting grants and donations and appropriating those funds.**

*Resolution 13-R-1013, transferring appropriations from contingency to Legislative/Administration and Parks and Recreation.*

Director Howard gave the staff report.

**Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1013, transferring appropriations from contingency to Legislative/Administration and Parks and Recreation.**

*Resolution 13-R-1014, approving appropriation transfers in the General Fund, Wastewater Fund and the Technology Reserve Fund.*

Director Howard gave the staff report.

**Councilor McClain moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1014, approving appropriation transfers in the General Fund, Wastewater Fund and the Technology Reserve Fund.**

Resolution 13-R-1015, approving appropriation transfers in the Streets, Water, Wastewater and Stormwater replacement funds.

Director Howard gave the staff report.

**Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1015, approving appropriation transfers in the Street System Replacement Fund, Water System Replacement Fund, Wastewater System Replacement Fund and Stormwater System Replacement Fund.**

#### **Consent Calendar**

- Approve Council minutes for June 10, 2013.
- Accept Parks & Recreation minutes for January 24 and February 21, 2013.
- Approve Mayor to execute 2011 Fund Exchange Agreement #27580, Amendment #2, with the Oregon Department of Transportation.
- Approve Highway Maintenance Agreement with Oregon Department of Transportation in the amount of \$12,250 per year and authorize the City Manager to execute agreement.
- Receive May 2013 monthly financial report.

**Councilor Pieper moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.**

#### **Adjournment**

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 10:03 PM.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2013:

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Ron Hedenskog, Mayor

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Joyce Heffington, City Recorder



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

RECEIVED

JUL 03 2013

R2.12.10.697

CITY OF BROOKINGS

Application is being made for:

## LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☒ Limited On-Premises Sales (\$202.60/yr)
- ☐ Off-Premises Sales (\$100/yr)
- ☐ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: \_\_\_\_\_

## ACTIONS

- ☒ Change Ownership
- ☐ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other: \_\_\_\_\_

## 90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

## APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company ☐ Individuals

## CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## OLCC USE ONLY

Application Rec'd by: AA

Date: \_\_\_\_\_

90-day authority: ☐ Yes ☒ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① OZ Industries, LLC ③ \_\_\_\_\_

② Raymond J Ross (for OZ Industries)

2. Trade Name (dba): The Vista Pub

3. Business Location: 1009 Chetco Ave Brookings, Curry, OR 97415  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 6852 Brookings OR 97415  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 702 439 2696 541 813 1638 541 813 1659  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: The Vista, Inc Type of License: Limited on Premise

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager? ☒ Yes ☐ No Name: Raymond Ross  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Brookings Harbor  
(name of city or county)

11. Contact person for this application: Raymond Ross 702 439 2696  
(name) (phone number(s))

PO Box 6852 541 813 1659 rjr@raymondjross.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 7/3/13 ③ \_\_\_\_\_ Date \_\_\_\_\_

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



**To:** Brookings City Council through City Manager Gary Milliman  
**From:** Lieutenant Donny Dotson 34631/202  
**Date:** 07/03/2013  
**Subject:** Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Raymond Ross** with his attached **Change of Ownership** liquor license application. The business "**The Vista Pub**" is located at 1009 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted his request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson  
Brookings Police Department



Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
06/13	06/08/2013	70775	2863	Verizon Wireless	10002005	485.60-	V
06/13	06/08/2013	70776	2505	Aramark	10002005	89.80	
06/13	06/06/2013	70777	1233	Bart Kast Builder	10002005	13,694.00	
06/13	06/08/2013	70778	4189	Best Western Rivershore Hotel	10002005	83.59	
06/13	06/16/2013	70779	4803	Katie Brisbin	10002005	.00	V
06/13	06/06/2013	70780	715	Budge McHugh Supply	10002005	1,458.70	
06/13	06/06/2013	70781	528	Caselle, Inc	10002005	769.33	
06/13	06/06/2013	70782	3512	Richard Chnstensen	10002005	83.00	
06/13	06/06/2013	70783	1745	Coastal Paper & Supply, Inc	10002005	538.06	
06/13	06/16/2013	70784	5136	Coos Forest Protective Association	10002005	.00	V
06/13	06/06/2013	70785	1357	Curry County Clerk	10002005	450.00	
06/13	06/06/2013	70786	1357	Curry County Clerk	10002005	93.50	
06/13	06/06/2013	70787	173	Curry Equipment Company	10002005	122.17	
06/13	06/06/2013	70788	259	Da-Tone Rock Products	10002005	440.44	
06/13	06/06/2013	70789	1	Ken Ekwall	10002005	238.39	
06/13	06/06/2013	70790	1	Kenneth Henson	10002005	16.46	
06/13	06/06/2013	70791	1	Zane Vanzelf	10002005	150.95	
06/13	06/16/2013	70792	4357	Downtown Commerical Center	10002005	.00	V
06/13	06/06/2013	70793	3342	Fastenal	10002005	692.38	
06/13	06/06/2013	70794	5137	Chase Ferraccioli	10002005	92.00	
06/13	06/06/2013	70795	5074	Wesley Ferraccioli	10002005	92.00	
06/13	06/06/2013	70796	153	Ferrellgas	10002005	1,260.43	
06/13	06/06/2013	70797	298	Freeman Rock, Inc	10002005	154.88	
06/13	06/06/2013	70798	4646	Frontier	10002005	650.44	
06/13	06/06/2013	70799	5065	Gold Beach Lumber	10002005	151.84	
06/13	06/06/2013	70800	198	Grants Pass Water Lab	10002005	256.00	
06/13	06/06/2013	70801	114	HPS Electrical Apparatus	10002005	23,245.27	
06/13	06/06/2013	70802	328	Les Schwab Tire Center	10002005	1,455.46	
06/13	06/06/2013	70803	5138	Monarch Hotel	10002005	803.57	
06/13	06/06/2013	70804	4443	Napa Auto Parts	10002005	73.36	
06/13	06/06/2013	70805	685	Neilson Research Corporation	10002005	483.75	
06/13	06/06/2013	70806	4487	Net Assets Corporation	10002005	340.00	
06/13	06/06/2013	70807	334	North Coast Electric Company	10002005	5.40	
06/13	06/16/2013	70808	3603	Norwest Safety	10002005	.00	V
06/13	06/06/2013	70809	5132	Oregon PERS	10002005	37.50	
06/13	06/06/2013	70810	5135	Pine's Tree Service	10002005	1,800.00	
06/13	06/06/2013	70811	207	Quill Corporation	10002005	152.32	
06/13	06/06/2013	70812	3369	Schwabe Williamson & Wyatt PC	10002005	234.00	
06/13	06/06/2013	70813	5139	Jimmie Trudeau	10002005	23.41	
06/13	06/06/2013	70814	5139	Trudeau, Jimmie	10002005	125.97	
06/13	06/06/2013	70815	990	UPS	10002005	32.89	
06/13	06/06/2013	70816	2863	Verizon Wireless	10002005	345.47	
06/13	06/06/2013	70817	861	Village Express Mail Center	10002005	16.13	
06/13	06/06/2013	70818	169	Waste Connections Inc	10002005	1,650.04	
06/13	06/06/2013	70819	4808	Neil Watson	10002005	58.00	
06/13	06/06/2013	70820	313	Brookings Vol Firefighters	10002005	2,250.00	
06/13	06/16/2013	70821	1840	Chetco Federal Credit Union	10002005	.00	V
06/13	06/06/2013	70822	199	Harper, Richard	10002005	300.00	
06/13	06/06/2013	70823	4289	Milliman, Gary	10002005	67.50	
06/13	06/06/2013	70824	322	Postmaster	10002005	820.00	
06/13	06/10/2013	70825	4803	Katie Brisbin	10002005	58.00	
06/13	06/10/2013	70826	1840	Rogue Federal Credit Union	10002005	2,957.46	
06/13	06/10/2013	70827	4975	VFW Post # 966	10002005	1,000.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/13	06/10/2013	70828	2122	Cardmember Service	10002005	3,260.94
06/13	06/13/2013	70829	4801	Ali's Graphic Shirts & More	10002005	313.00
06/13	06/13/2013	70830	490	Ameson Motor & Machines	10002005	160.00
06/13	06/13/2013	70831	5082	Baron Design	10002005	619.50
06/13	06/13/2013	70832	1233	Bart Kast Builder	10002005	397.50
06/13	06/13/2013	70833	1190	Mike Batty	10002005	7.38
06/13	06/13/2013	70834	3998	Beery Elsner & Hammond LLP	10002005	1,507.50
06/13	06/13/2013	70835	4939	BI- Mart Corporation	10002005	254.24
06/13	06/13/2013	70836	5048	Brookings Harbor Medical Center	10002005	150.00
06/13	06/13/2013	70837	416	Brookings Lock & Safe Co	10002005	84.50
06/13	06/13/2013	70838	1118	Brookside Nursery	10002005	6.99
06/13	06/13/2013	70839	4193	C & K Markets, Inc	10002005	165.81
06/13	06/13/2013	70840	3015	Charter Communications	10002005	84.90
06/13	06/13/2013	70841	3512	Richard Christensen	10002005	55.00
06/13	06/13/2013	70842	822	Coast Auto Center	10002005	49.95
06/13	06/13/2013	70843	183	Colvin Oil Company	10002005	4,261.56
06/13	06/13/2013	70844	5138	Coos Forest Protective Association	10002005	1,934.27
06/13	06/13/2013	70845	166	Dan's Auto & Marine Electric	10002005	42.50
06/13	06/13/2013	70846	284	Day Management Corp	10002005	772.83
06/13	06/13/2013	70847	185	Del Cur Supply	10002005	634.09
06/13	06/13/2013	70848	1	Kyle Hartman	10002005	208.15
06/13	06/13/2013	70849	1	Herman Rinkel	10002005	107.34
06/13	06/13/2013	70850	1	Ted Schroeder	10002005	116.50
06/13	06/13/2013	70851	1	Greg & Linda Woods	10002005	23.40
06/13	06/13/2013	70852	5140	Discount Flooring Center	10002005	42.50
06/13	06/13/2013	70853	4357	Downtown Commerical Center	10002005	1,080.00
06/13	06/13/2013	70854	4357	Downtown Commerical Center	10002005	900.00
06/13	06/13/2013	70855	4646	Frontier	10002005	1,267.75
06/13	06/13/2013	70856	4017	Girl Scout Troop 581	10002005	45.00
06/13	06/13/2013	70857	4128	GSI Water Solutions Inc	10002005	645.25
06/13	06/13/2013	70858	1130	H.D. Fowler	10002005	1,655.50
06/13	06/13/2013	70859	4171	In-Motion Graphics	10002005	38.50
06/13	06/13/2013	70860	328	Les Schwab Tire Center	10002005	1,251.91
06/13	06/13/2013	70861	5141	Morinscreenprinting	10002005	428.25
06/13	06/13/2013	70862	4901	Mountain View Paving, Inc	10002005	1,000.00
06/13	06/13/2013	70863	329	New Hope Plumbing	10002005	90.00
06/13	06/13/2013	70864	3603	Norwest Safety	10002005	558.20
06/13	06/13/2013	70865	279	One Call Concepts, Inc	10002005	52.80
06/13	06/13/2013	70866	5008	Online Information Services	10002005	93.40
06/13	06/13/2013	70867	699	Oregon Dept of Transportation	10002005	45,760.00
06/13	06/13/2013	70868	5133	Pace Engineer, Inc	10002005	13,650.00
06/13	06/13/2013	70869	4794	Pacific Rim Copy Center	10002005	43.80
06/13	06/13/2013	70870	5101	Reserve Account	10002005	500.00
06/13	06/13/2013	70871	1893	Public Safety Center	10002005	21.87
06/13	06/13/2013	70872	187	Quality Fast Lube & Oil	10002005	43.25
06/13	06/13/2013	70873	207	Quill Corporation	10002005	861.59
06/13	06/13/2013	70874	4363	Robert N. Black, Attorney	10002005	2,390.00
06/13	06/13/2013	70875	3499	Simplot Grower Solutions	10002005	1,869.80
06/13	06/13/2013	70876	570	State of Oregon	10002005	40.00
06/13	06/13/2013	70877	956	Suiter's Paint & Body	10002005	120.00
06/13	06/13/2013	70878	4551	Utility Services Associates	10002005	6,350.00
06/13	06/13/2013	70879	861	Village Express Mail Center	10002005	60.26
06/13	06/13/2013	70880	670	Western Equipment Distributors	10002005	44.36
06/13	06/13/2013	70881	4604	Wright's Generator Service, LLC	10002005	710.00
06/13	06/20/2013	70882	682	Al's Radio Shack	10002005	55.98
06/13	06/20/2013	70883	3998	Beery Elsner & Hammond LLP	10002005	8.73

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/13	06/20/2013	70884	2407	Blue Star Gas	10002005	3,172.16
06/13	06/20/2013	70885	5004	Blumenthal Uniforms & Equipment	10002005	448.95
06/13	06/20/2013	70886	416	Brookings Lock & Safe Co	10002005	60.00
06/13	06/20/2013	70887	5144	Tim Brush	10002005	10.00
06/13	06/20/2013	70888	5070	Cannon Solutions America	10002005	1,047.13
06/13	06/20/2013	70889	3015	Charter Communications	10002005	990.00
06/13	06/20/2013	70890	4928	CIS	10002005	25.00
06/13	06/20/2013	70891	3844	Donna Colby-Hanks	10002005	6.25
06/13	06/20/2013	70892	151	Curry Coastal Pilot	10002005	1,577.65
06/13	06/20/2013	70893	1	Malinda Baldwin	10002005	100.75
06/13	06/20/2013	70894	1	Jeff & Elizabeth Bauer	10002005	3.77
06/13	06/20/2013	70895	1	Jamie Beery	10002005	93.55
06/13	06/20/2013	70896	1	Heather Blondell	10002005	71.99
06/13	06/20/2013	70897	1	Kim & Patricia Cowgill	10002005	26.99
06/13	06/20/2013	70898	1	Kama & John Hedding	10002005	31.22
06/13	06/20/2013	70899	1	Tom Kee	10002005	37.95
06/13	06/20/2013	70900	1	Mike & JJ Mingione	10002005	12.82
06/13	06/20/2013	70901	1	Larue Patten	10002005	25.54
06/13	06/20/2013	70902	1	Susan Patterson	10002005	71.99
06/13	06/20/2013	70903	1	Al Rosichelli	10002005	47.02
06/13	06/20/2013	70904	1	Robert & Adelia Sullivan	10002005	17.99
06/13	06/20/2013	70905	1	Evone Tribble	10002005	173.08
06/13	06/20/2013	70906	2640	Dyer Partnership Inc., The	10002005	8,394.95
06/13	06/20/2013	70907	2186	Ferguson	10002005	729.63
06/13	06/20/2013	70908	529	Flora Pacifica Inc	10002005	129.00
06/13	06/20/2013	70909	4646	Frontier	10002005	209.60
06/13	06/20/2013	70910	4978	Grants Pass Daily Courier	10002005	194.06
06/13	06/20/2013	70911	139	Harbor Logging Supply	10002005	216.10
06/13	06/20/2013	70912	5145	Deena Henry	10002005	40.00
06/13	06/20/2013	70913	162	Kerr Hardware	10002005	1,603.85
06/13	06/20/2013	70914	202	League of Oregon Cities	10002005	375.00
06/13	06/20/2013	70915	3678	Kenneth Manuele	10002005	478.00
06/13	06/20/2013	70916	4573	Methodworks	10002005	129.50
06/13	06/20/2013	70917	5146	Meyer Well Drilling	10002005	500.00
06/13	06/20/2013	70918	5089	Monoprice, Inc	10002005	53.89
06/13	06/20/2013	70919	5147	Regina Moreno	10002005	202.00
06/13	06/20/2013	70920	424	Munnell & Sherrill	10002005	53.39
06/13	06/20/2013	70921	3159	Northcoast Health Screening	10002005	755.00
06/13	06/20/2013	70922	5101	Pitney Bowes Bank, Inc	10002005	83.00
06/13	06/20/2013	70923	1173	Positive Promotions	10002005	936.49
06/13	06/20/2013	70924	5028	Provantage	10002005	86.79
06/13	06/20/2013	70925	207	Quill Corporation	10002005	335.00
06/13	06/20/2013	70926	5149	Safety Directions, LLC	10002005	2,408.30
06/13	06/20/2013	70927	5148	Shaun Pigott Associates, LLC	10002005	1,430.00
06/13	06/20/2013	70928	3093	Shelton Tumbull Printers Inc	10002005	412.16
06/13	06/20/2013	70929	5143	Superior Landscape Maintenance	10002005	490.00
06/13	06/20/2013	70930	1197	Teledyne Isco Inc	10002005	926.98
06/13	06/20/2013	70931	142	Tidewater Contractors Inc	10002005	824.61
06/13	06/27/2013	70932	5151	Advanced Precast Products, LLC	10002005	200.00
06/13	06/27/2013	70933	5150	Marianne Avery	10002005	202.00
06/13	06/27/2013	70934	1522	Blumenthal Uniforms	10002005	354.20
06/13	06/27/2013	70935	715	Budge McHugh Supply	10002005	11,883.69
06/13	06/27/2013	70936	2364	C&S Fire-Safe Services	10002005	350.00
06/13	06/27/2013	70937	1373	Cascade Fire Equipment	10002005	695.98
06/13	06/27/2013	70938	4743	Chetco Outdoor Store	10002005	413.80
06/13	06/27/2013	70939	4736	C-More Pipe Services CO.	10002005	3,592.15



GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
06/13	06/27/2013	70940	5107	Coastal Concrete Cutting	10002005	1,000.00
06/13	06/27/2013	70941	1357	Curry County Clerk	10002005	35.00
06/13	06/27/2013	70942	5042	Curry General Hospital	10002005	42.00
06/13	06/27/2013	70943	317	DCBS - Fiscal Services	10002005	2,362.05
06/13	06/27/2013	70944	1	Salvador Avalos	10002005	30.08
06/13	06/27/2013	70945	1	Brendan Boucher	10002005	242.85
06/13	06/27/2013	70946	1	Cheston Evans	10002005	46.12
06/13	06/27/2013	70947	1	Phillip Geist & Casey Taylor	10002005	239.05
06/13	06/27/2013	70948	1	David Gutierrez	10002005	100.52
06/13	06/27/2013	70949	1	Mary Klapperich	10002005	7.02
06/13	06/27/2013	70950	1	Bob Marchand	10002005	16.40
06/13	06/27/2013	70951	371	DEQ Business Office	10002005	100.00
06/13	06/27/2013	70952	5152	Digital-2000, INC	10002005	1,345.00
06/13	06/27/2013	70953	5125	Fanning, Jordan	10002005	34.00
06/13	06/27/2013	70954	4646	Frontier	10002005	8,174.08
06/13	06/27/2013	70955	5078	Geotechnical Resources, Inc	10002005	1,850.10
06/13	06/27/2013	70956	5153	Brent Hodges	10002005	75.88
06/13	06/27/2013	70957	4269	Gary Milliman	10002005	24.00
06/13	06/27/2013	70958	283	Mufflers & More	10002005	185.95
06/13	06/30/2013	70959	4728	Oregon Department of Revenue	10002005	.00 V
06/13	06/30/2013	70960	4728	Oregon Department of Revenue	10002005	.00 V
06/13	06/27/2013	70961	5154	OSU- Kiewit Center	10002005	150.00
06/13	06/27/2013	70962	5101	Pitney Bowes Bank, Inc	10002005	3,700.00
06/13	06/27/2013	70963	4815	Platt	10002005	78.00
06/13	06/27/2013	70964	3751	Proficient Automotive	10002005	299.50
06/13	06/27/2013	70965	3	Kim & Patricia Cowgill	10002005	20.68
06/13	06/27/2013	70966	3	Bobby & Debra Ledford	10002005	88.25
06/13	06/27/2013	70967	3	Larry & Wendy May	10002005	76.02
06/13	06/27/2013	70968	3	Paul Salzburg	10002005	2.05
06/13	06/27/2013	70969	3	Gregory Sawyer	10002005	40.18
06/13	06/27/2013	70970	3	Forest Sexton	10002005	292.17
06/13	06/27/2013	70971	3	Judy M Smith	10002005	3.59
06/13	06/27/2013	70972	5155	Oregon Department of Revenue	10002005	24,278.75
Grand Totals:						248,983.02

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

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

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

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

# July 2013

July 2013							August 2013						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

	Monday	Tuesday	Wednesday	Thursday	Friday
Jul 1 - 5	<b>Jul 1</b> 4:00pm 6:00pm CC - Council Wkshp 7:00pm 10:00pm FH-FireTrng	<b>2</b> 9:00am 10:00am CC - Site Plan	<b>3</b> 12:00pm 1:00pm CC - Stout Park 7:00pm 9:00pm FH-PoliceResrvs	<b>4</b> July 4th - Closed (closest workday if fails c	<b>5</b>
Jul 8 - 12	<b>8</b> 10:00am 11:00am FH - VIPS 10:00am 10:30am CC - PAC 7:00pm 10:00pm FH-FireTrng 7:00pm 9:30pm CC-Council	<b>9</b> 9:00am 10:00am CC - Site Plan	<b>10</b> 10:00am 11:00am FH-BRFD	<b>11</b> 11:00am 5:00pm CC - Muni Court 3:00pm 4:00pm CC - Staff	<b>12</b> 9:00am 10:30am CC-Crm Stoppers
Jul 15 - 19	<b>15</b> 7:00pm 10:00pm FH-FireTrng	<b>16</b> 9:00am 10:00am CC - Site Plan	<b>17</b>	<b>18</b>	<b>19</b>
Jul 22 - 26	<b>22</b> 11:00am 12:00pm CC- Public Art Comm 7:00pm 9:00pm CC-Council 7:00pm 10:00pm FH-FireTrng	<b>23</b> 9:00am 10:00am CC - Site Plan	<b>24</b>	<b>25</b> 7:00pm 9:00pm CC-Parks & Rec	<b>26</b>
Jul 29 - Aug 2	<b>29</b> 7:00pm 10:00pm FH-FireTrng	<b>30</b> 9:00am 10:00am CC - Site Plan	<b>31</b>	<b>Aug 1</b>	<b>2</b>

# August 2013

August 2013						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	1	2	3
11	12	13	14	8	9	10
18	19	20	21	15	16	17
25	26	27	28	22	23	24
				29	30	31

September 2013						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Monday		Tuesday		Wednesday		Thursday		Friday	
<b>Jul 29</b>		<b>30</b>		<b>31</b>		<b>Aug 1</b>		<b>2</b>	
Jul 29 - Aug 2						10:00am 4:00pm CC - Muni Court			
Aug 5 - 9		<b>5</b>		<b>6</b>		<b>7</b>		<b>8</b>	
		4:00pm 6:00pm CC - Council Wkshp 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 4:00pm 5:00pm TPAC Meeting 7:00pm 10:00pm CC-Planning Comm		12:00pm 1:00pm CC - Stout Park 7:00pm 9:00pm FH-PoliceResrvs		8:00am 5:00pm CC - Staff 3:00pm 4:00pm FH - Staff	
Aug 12 - 16		<b>12</b>		<b>13</b>		<b>14</b>		<b>15</b>	
		10:00am 11:00am FH - VIPS 7:00pm 10:00pm FH-FireTrng 7:00pm 9:30pm CC-Council		9:00am 10:00am CC - Site Plan		10:00am 11:00am FH-BRFD		11:00am 12:00pm CC- Public Art Comm	
Aug 19 - 23		<b>19</b>		<b>20</b>		<b>21</b>		<b>22</b>	
		7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 7:00pm 9:00pm CC - PC (TENTATIVE)					
Aug 26 - 30		<b>26</b>		<b>27</b>		<b>28</b>		<b>29</b>	
		7:00pm 9:00pm CC-Council 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan					
								<b>30</b>	