

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, January 8, 2018, 7:00pm

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

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ordinances & Resolutions

1. Motor Vehicle Fuel Tax Ballot Title [Elections Officer, Pg. 3]
 - a. Resolution 18-R-1127 [Pg. 4]
2. Ordinance 18-O-771 amending Chapter 3.25, Motor Vehicle Fuel Sales Tax, of Brookings Municipal Code Title 3, Revenue and Finance, Operative July 1, 2018, only upon voter approval of the City's measure to reauthorize the \$0.04 per gallon Motor Vehicle Fuel Sales Tax for 5 years to be placed on the May 15, 2018 Primary Election ballot [Advance Packet]

E. Oral Requests and Communications from the audience

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

F. Staff Reports

1. Azalea Park Tree Removal Contract [Parks, Pg. 6]
 - a. Proposed Contract [Pg. 8]
 - b. December 29 Petition [Pg. 26]
2. Adult Business Regulation [City Attorney, Pg. 33]
3. Lane Council of Governments IGA [City Manager, Pg. 36]
 - a. Draft agreement [Pg. 38]
4. Pistol River Wave Bash Funding [City Recorder, Pg. 49]
 - a. Memo of explanation to TPAC [Pg. 50]

G. Consent Calendar

1. Approve Council minutes for December 11, 2017 [Pg. 53]
2. Receive monthly financial report for November 2017 [Pg. 58]

H. Informational Non-Action Items

1. December Vouchers [Pg. 64]
2. Vacant Committee Positions [Pg. 67]

I. Remarks from Mayor and Councilors

1. Reports from Council Liaisons

J. Adjournment

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


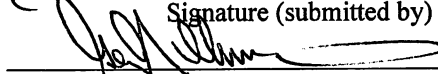
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 8, 2018

Originating Dept: Elections Officer


Signature (submitted by)

City Manager Approval

Subject: Motor Vehicle Fuel Tax Ballot Title

Recommended Motion:

Motion to adopt Resolution 18-R-1127, directing the City Attorney to Draft a Ballot Title for Placement on the May 15, 2018 Election, Reauthorizing a Motor Vehicle Fuel Tax.

Financial Impact:

A continuation of current revenue levels if Measure is adopted by the voters.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

At its meeting of October 9, 2017, City Council directed the City Recorder and City Attorney to prepare a Resolution calling for a measure proposing a local tax on motor vehicle fuel sales to be placed before the qualified electors of the City of Brookings on the May 15, 2018 primary election ballot, with the tax rate to be \$0.04 for a duration of five years and there to be no maximum revenue cap.

The attached Resolution directs the City Attorney to draft the Ballot Title for the Fuel Tax measure and directs the City Elections Officer to publish the ballot title and to deliver the Notice of Measure Election and the ballot title to the Curry County Elections Office for inclusion on the primary election ballot to be held on Tuesday, May 15, 2018.

Attachment(s):

- a. Resolution 18-R-1127

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 18-R-1127

A RESOLUTION OF THE CITY OF BROOKINGS, OREGON, (CITY) DIRECTING THE CITY ATTORNEY TO DRAFT A BALLOT TITLE FOR PLACEMENT ON THE MAY 15, 2018 ELECTION, REAUTHORIZING A MOTOR VEHICLE FUEL TAX

Whereas, Oregon Revised Statute 319.950 authorizes a City to enact a local tax on fuel for motor vehicles by voter approval; and

Whereas, on January 12, 2015, the City adopted Ordinance 15-O-742, attached herein as Exhibit A, imposing a four cent (\$0.04) per-gallon-sold tax on the sale of motor vehicle fuel in the area subject to City's jurisdiction; and

Whereas, the qualified electors of the City approved the motor vehicle fuel tax by a vote of 64.06 percent in favor and 35.94 percent opposed; and

Whereas, the approved motor vehicle fuel tax had a sunset clause limiting its duration to three years; therefore, setting it to expire on June 30, 2018; and

Whereas, the City desires to continue generating revenues funds through this source, which has yielded approximately \$300,000 each year since implemented, by reauthorizing the fuel tax and placing it before the qualified electors at the May 15, 2018 election.

Now, Therefore, Be It Resolved, by the City Council of the City of Brookings, Oregon, as follows:

1. **MEASURE:** A measure election is hereby called for the purpose of submitting to the electors of the City of Brookings a measure reauthorizing a four cents per-gallon-sold tax on the sale of fuel in the area subject to the jurisdiction of the city for an additional five (5) years, to expire June 30, 2023.
2. **ELECTION CONDUCTED BY MAIL:** The measure election will be held at the next primary election to be held on Tuesday, May 15, 2018. As required by ORS 254.465, the measure election will be conducted by mail by the Elections Official of Curry County, according to the procedures adopted by the Oregon Secretary of State.
3. **DELEGATION:** The City authorizes the City Manager, or the City Manager's designee, to act on behalf of the City and to take such further action as is necessary to carry out the intent and purposes set forth herein, in compliance with the applicable provisions of law.

4. PREPARATION OF BALLOT TITLE: The City Attorney is hereby directed to prepare the ballot title for the measure, and deposit the ballot title with the City Elections Officer within the time set forth by Oregon State law.
5. NOTICE OF BALLOT TITLE AND RIGHT TO APPEAL: Upon receiving the ballot title for this measure, the City Elections Officer shall publish in the next available edition of a newspaper of general circulation in the City a notice of receipt of the ballot title, including notice that an elector may file a petition for review of the ballot title.
6. FILING WITH COUNTY ELECTIONS OFFICE: The City Elections Officer shall deliver the Notice of Measure Election to the Curry County Elections Office and the ballot title for inclusion on the primary election ballot to be held on Tuesday, May 15, 2018.

Passed by the City Council _____, 2018; effective _____.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 8, 2018

Originating Dept: Parks



Parks & Planning Manager



City Manager Approval

Subject: Azalea Park Tree Removal Contract

Recommended Motion: Authorize City Manager to enter into an agreement with Western Pacific Tree Service Inc. for the removal of 35 selected trees and maintenance of 14 selected trees in Azalea Park as listed in the proposal and allocate \$11,435 from the Capital Reserve Fund to pay for said services.

Financial Impact: Western Pacific Tree Service prepared the only submitted proposal to reflect the removal of 35 trees within the Azalea Park tree removal work plan. Proceeds from timber sales will cover the cost to remove the trees leaving the expense of pruning and deadwood removal from the remaining 14 trees at \$11,435.

There is no funding allocated in the 2017-18 budget for the recommended work. Funding would draw from the Capital Reserve Fund which has an unallocated balance of approximately \$80,000. However, these funds would have carried over to help fund next year's park projects, including Azalea Park Ball Field Phase 3.

Reviewed by Finance & Human Resources Director: 

Background/Discussion: In May 2017, Western Pacific Tree Service submitted a proposal to remove 60 trees based on a tree removal work plan developed by Staff and approved by Council in December 2016. The proposal would have resulted in no cost to the City. The value placed on the 60 trees was \$21,000 which would be surrendered to the contractor in exchange for the work to remove the trees.

The project was delayed when a petition surfaced calling for the City to reconsider the tree removal project. Staff was then instructed to gather more information.

The City contracted with Licensed Arborist Brian French, owner of Arboricultural International out of Portland Oregon, to generate a report listing conditions and recommendations moving forward. The French report recommended the removal of eight trees, pruning an additional 18 trees and further evaluation of six trees for possible future removal.

Staff obtained a second proposal from Western Pacific Tree Service to undertake the recommended work as outlined in the French report which included the removal of eight trees along with pruning and deadwood removal of the remaining 24 trees. The cost proposal to do this work was \$23,860. There would be no recovery from the sale of the eight trees.

Staff prepared and presented a second recommendation to Council which included the removal of 35 trees and maintenance of the remaining 14 trees citing concern for future health of the trees in question listed with conk and a variety of other crown issues. Other factors included trees shading native Azaleas as well as general aesthetics of the studied trees. Council approved the second recommendation on November 13, 2017.

The City of Brookings advertised a request for proposals (RFP) from licensed and insured tree removal service contractors interested in performing the work. Advertisement included the City's webpage and the Curry Coastal Pilot. Western Pacific Tree Service Inc. was the lone submitted proposal at \$11,435.

A second petition was submitted to the City on December 29, 2017. The petition stated that Council approved the removal of the trees without identifying the trees and why they need to be cut down. The trees slated for removal were and currently are marked and identified on a tree removal map provided with the staff report as presented to Council on November 13, 2017. The petition included 90 signatures of which 41 are verified as residents of the City.

Attachments:

- a. Proposed Contract with Western Pacific Tree Service Inc.
- b. December 29th petition

City of Brookings
PUBLIC IMPROVEMENT CONTRACT

CONTRACT NO. 17-028

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Western Pacific Tree Service, Inc. (Contractor). The City's Project Manager for this Contract is Tony Baron, Parks & Planning Manager.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on December 26, 2017 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall, unless otherwise terminated or extended, be completed on or before June 30 2018.

2. Statement of Work.

The work under this contract is for Azalea Park Tree Removal and Maintenance. 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.

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses (*check and complete as applicable*):

_____ a lump sum not to exceed \$ _____.

 X time and materials not to exceed an estimated sum of \$ 11,435.00.

_____ time and materials with a maximum sum not to exceed \$ _____.

Time and material payments shall be made in accordance with the requirements of Exhibit A.

- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Western Pacific Tree Service

Contact Name/Title: Noah J. Mitchell, V.P. Phone: 541-469-7450

Fax: 541-812-1256 E-Mail: WesPac99@gmail.com

Address: PO Box 998, Brookings, OR 97415

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

State Tax ID #: _____ Brookings Bus Lic.# 1781 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 Public Improvement Contracts and Exhibits A, B, C, D and E 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.

CITY OF BROOKINGS SIGNATURE

Approved: _____
City Manager or Designee Date

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

**CITY OF BROOKINGS
STANDARD TERMS AND CONDITIONS FOR
PUBLIC IMPROVEMENT 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 the 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. Preexisting 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 279C.505, ORS 279C.510, ORS 279C.515, ORS 279C.520, ORS 279C.530, ORS 279C.570, and ORS 279C.580, as set forth on Exhibit B. In addition, the provisions of ORS 279C.525 (Provisions concerning environmental and natural resources laws); ORS 279C.540 (Maximum hours of labor on public contracts); ORS 279C.545 (Claims for overtime); ORS 279C.550 to ORS 279C.565 (Retainage); ORS 279C.585 (Authority to substitute undisclosed first-tier subcontractor); ORS 279C.590 (Complaint process for substitutions of subcontractors); ORS 279C.600 to ORS 279C.625 (Bonds); ORS 279C.650

to ORS 279C.670; (Termination for Public Interest) and ORS 279C.800 to ORS 279C.870 (Prevailing Wages) are all incorporated into this contract by this reference as though set forth in full. 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. Drug Testing

- a. Contractor shall certify to the City that it has a drug-testing program in place for its employees that includes, at a minimum, the following:
 - i. A written employee drug-testing policy,
 - ii. Required drug testing for all new Subject Employees or alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
 - iii. Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.
- b. A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drug-testing Program." For the purposes of this section, an employee is a "Subject Employee" only if that employee will be working on the Public Improvement project job site.
- c. By executing and returning this contract the Contractor certifies, represents and warrants to the City that a Qualifying Employee Drug-testing Program is in place at the time of execution, will continue in full force and effect for the duration of this contract, and that Contractor will comply with the provisions of subsection (d) below. Further, the City's performance obligation (which includes, without limitation, the City's obligation to make payment) is contingent on Contractors compliance with this representation and warranty.
- d. Contractor will require each subcontractor providing labor for the project to:
 - i. Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
 - ii. Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

13. Construction Contractor's Board

The Contractor hereby certifies that the Contractor is licensed with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 and, further, that all subcontractors performing work as described in ORS 701.005(2) (i.e., construction work) will be licensed with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the contract.

The Contractor and every subcontractor shall have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9). The Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7), (8) or (9).

14. Inspection and Acceptance

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

15. Indemnity and Hold Harmless

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. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

16. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

17. Bonds

Contractor shall provide bonds in accordance with Exhibit E.

18. One-Year Warranty

- a. In addition to and not in lieu of any other warranties required under the Contract or bid specifications, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of substantial completion due to faulty or inadequate materials or workmanship. Contractor shall also repair damage or disturbances to other improvements under, within, or adjacent to the work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year warranty period shall, with relation to such required repair, be extended for one year from the date of completion of such repair.
- b. If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

19. 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.

20. Errors

The 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.

21. Liquidated Damages

Recognizing that time is of the essence, and the expenses, delays and difficulties involved in proving in a legal or arbitration proceeding that actual loss has been suffered by the City, Contractor hereby agrees to pay the City liquidated damages in the amount as specified in the Bid Specifications. In the absence of Bid Specifications or a liquidated damages clause in the Bid Specifications, Contractor agrees to pay liquidated damages in the amount of \$500 per day for each day work is not completed following the scheduled completion date.

22. 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 and conducted 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.

23. 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.

24. 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 and shall provide business license number on page two of this contract.

25. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS (INCLUDING THE BID/PROPOSAL DOCUMENTS) 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

Provide material and labor for Azalea Park Tree Removal and Maintenance as per the City's Request for Proposals dated December 5, 2017 and the submitted proposal by Contractor dated December 19, 2017.
Contractor was the only bidder.

Payment shall be in the amount of \$ 11,435.00, to be paid upon certification by Project Manager that project is complete and within 14 business days of receipt of invoice.

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 279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.

(1) Every public improvement contract shall contain a condition that the contractor shall:

(a) 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.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) 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.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 Demolition contracts to require material salvage; lawn and landscape maintenance contracts to require composting or mulching.

(1) Every public improvement contract for demolition shall contain a condition requiring the contractor to salvage or recycle construction and demolition debris, if feasible and cost-effective.

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

ORS 279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.

(1) Every public improvement contract must contain a clause or condition that, if the contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides

to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

(2) Every public improvement contract must contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract must contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) Paying a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim.

ORS 279C.520 Condition concerning hours of labor.

(1) 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 as defined in ORS 279C.100, 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 279C.540.

(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 defined in ORS 279C.100, 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.

(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a 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 employees may be required to work.

(5) (a) Except as provided in subsection (4) of this section, contracts 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 279C.540 (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.

ORS 279C.530 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public improvement 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 subject to this chapter 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.

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.

ORS 279C.570 Prompt payment policy; progress payments; retainage; interest; exception; settlement of compensation disputes.

(1) It is the policy of the State of Oregon that all payments due on a public improvement contract and

owed by a contracting agency shall be paid promptly. No contracting agency is exempt from the provisions of this section.

(2) Contracting agencies shall make progress payments on the contract monthly as work progresses on a public improvement contract. Payments shall be based upon estimates of work completed that are approved by the contracting agency. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The contracting agency shall pay to the contractor interest on the progress payment, not including retainage, due the contractor. The interest shall commence 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the contracting agency, whichever is the earlier date. The rate of interest charged to the contracting agency on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the contractor or 15 days after the payment is approved by the contracting agency, whichever is the earlier date, but the rate of interest may not exceed 30 percent.

(3) Interest shall be paid automatically when payments become overdue. The contracting agency shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on public improvement contracts. The contracting agency may not require the contractor to petition, invoice, bill or wait additional days to receive interest due.

(4) When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, the contracting agency shall so notify the contractor within 15 days stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper invoice, if corrected by the contractor within seven days of being notified by the contracting agency, may not cause a payment to be made later than specified in this section unless interest is also paid.

(5) If requested in writing by a first-tier subcontractor, the contractor, within 10 days after receiving the request, shall send to the first-tier subcontractor a copy of that portion of any invoice, request for payment submitted to the contracting agency or pay document provided by the contracting agency to the contractor specifically

related to any labor or materials supplied by the first-tier subcontractor.

(6) Payment of interest may be postponed when payment on the principal is delayed because of disagreement between the contracting agency and the contractor. When-ever a contractor brings formal administrative or judicial action to collect interest due under this section, the prevailing party is entitled to costs and reasonable attorney fees.

(7) A contracting agency may reserve as retainage from any progress payment on a public improvement contract an amount not to exceed five percent of the payment. As work progresses, a contracting agency may reduce the amount of the retainage and the contracting agency may eliminate retainage on any remaining monthly contract payments after 50 percent of the work under the contract is completed if, in the contracting agency's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the contractor, and the application shall include written approval of the contractor's surety. However, when the contract work is 97.5 percent completed the contracting agency may, at the contracting agency's discretion and without application by the contractor, reduce the retained amount to 100 percent of the value of the contract work remaining to be done. Upon receipt of a written application by the contractor, the contracting agency shall respond in writing within a reasonable time.

(8) The retainage held by a contracting agency shall be included in and paid to the contractor as part of the final payment of the contract price. The contracting agency shall pay to the contractor interest at the rate of 1.5 percent per month on the final payment due the contractor, interest to commence 30 days after the work under the contract has been completed and accepted and to run until the date when the final payment is tendered to the contractor. The contractor shall notify the contracting agency in writing when the contractor considers the work complete and the contracting agency shall, within 15 days after receiving the written notice, either accept the work or notify the contractor of work yet to be performed on the contract. If the contracting agency does not, within the time allowed, notify the contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

(9) (a) The contracting agency shall pay, upon settlement or judgment in favor of the contractor regarding any dispute as to the compensation due a contractor for work performed under the terms of a

public improvement contract, the amount due plus interest at the rate of two times the discount rate, but not to exceed 30 percent, on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date of the settlement or judgment, and accruing from the later of:

(A) The due date of any progress payment received under the contract for the period in which such work was performed; or

(B) Thirty days after the date on which the claim for the payment under dispute was presented to the contracting agency by the contractor in writing or in accordance with applicable provisions of the contract.

(b) Interest shall be added to and not made a part of the settlement or judgment.

ORS 279C.580 Contractor's relations with subcontractors.

(1) A contractor may not request payment from the contracting agency of any amount withheld or retained in accordance with subsection (5) of this section until the contractor has determined and certified to the contracting agency that the subcontractor has determined and certified to the contracting agency that the subcontractor is entitled to the payment.

(2) A dispute between a contractor and first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract under subsection (3) or (4) of this section does not constitute a dispute to which the contracting agency is a party. The contracting agency may not be included as a party in any administrative or judicial proceeding involving such a dispute.

(3) Each public improvement contract awarded by a contracting agency must include a clause that requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.

(d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the

first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:

(A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(B) Is computed at the rate specified in ORS 279C.515 (2).

(4) A public improvement contract that the contracting agency awards shall obligate the contractor, in each of the contractor's subcontracts, to require the first-tier sub-contractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' sub-contracts with each lower-tier subcontractor or supplier.

(5) (a) The clauses required by subsections (3) and (4) of this section do not impair the right of a contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions that:

(A) Permit the contractor or a subcontractor to retain, in the event of a good faith dispute, an amount not to exceed 150 percent of the amount in dispute from the amount due a subcontractor under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions the parties to the subcontract agree upon, giving such recognition as the parties consider appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(B) Permit the contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract; and

(C) Permit such withholdings without incurring any obligation to pay a late payment interest penalty if:

(i) A notice that conforms to the standards of subsection (8) of this section has been previously furnished to the subcontractor; and

(ii) A copy of any notice a contractor issues under sub-subparagraph (i) of this subparagraph has been furnished to the contracting agency.

(b) As used in this subsection, “good faith dispute” means a documented dispute concerning:

(A) Unsatisfactory job progress.

(B) Defective work not remedied.

(C) Third-party claims filed or reasonable evidence that claims will be filed.

(D) Failure to make timely payments for labor, equipment and materials.

(E) Damage to the contractor or subcontractor.

(F) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

(6) If, after applying to a contracting agency for payment under a public improvement contract but before paying a subcontractor for the subcontractor’s performance covered by the application, a contractor discovers that all or a portion of the payment otherwise due the subcontractor is subject to withholding from the subcontractor in accordance with the subcontract, the contractor shall:

(a) Furnish to the subcontractor a notice conforming to the standards of subsection (8) of this section as soon as practicable after ascertaining the cause for the withholding, but before the due date for payment to the subcontractor;

(b) Furnish to the contracting agency, as soon as practicable, a copy of the notice furnished to the subcontractor under paragraph (a) of this subsection;

(c) Reduce the progress payment to the subcontractor by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (a) of this subsection;

(d) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency;

(e) Make such payment within:

(A) Seven days after correction of the identified subcontract performance deficiency unless the funds for the payment must be recovered from the contracting agency because of a reduction under paragraph (f)(A) of this subsection; or

(B) Seven days after the contractor recovers the funds from the contracting agency;

(f) Notify the contracting agency upon:

(A) Reduction of the amount of any subsequent certified application for payment; or

(B) Payment to the subcontractor of any withheld amounts of a progress payment, specifying:

(i) The amounts of the progress payments withheld under paragraph (a) of this subsection; and

(ii) The dates on which the withholding began and ended; and

(g) Be obligated to pay to the contracting agency an amount equal to interest on the withheld payments computed in the manner provided in ORS 279C.570 from the 11th day after receiving the withheld amounts from the contracting agency until:

(A) The day the identified sub-contractor performance deficiency is corrected; or

(B) The date that any subsequent payment is reduced under paragraph (f)(A) of this subsection.

(7) (a) If a contractor, after paying a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor a written notice asserting a deficiency in the first-tier subcontractor’s performance under the public improvement contract for which the contractor may be ultimately liable and the contractor determines that all or a portion of future payments otherwise due the first-tier subcontractor is subject to withholding in accordance with the subcontract, the contractor may, without incurring an obligation to pay a late payment interest penalty under subsection (6)(e) of this section:

(A) Furnish to the first-tier subcontractor a notice that conforms to the standards of subsection (8) of this section as soon as practicable after making the determination; and

(B) Withhold from the first-tier subcontractor’s next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (A) of this paragraph.

(b) As soon as practicable, but not later than 10 days after receiving satisfactory written notice that the identified subcontract performance deficiency has been corrected, the contractor shall pay the amount withheld under paragraph (a)(B) of this subsection to the first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to the first-tier subcontractor computed at the rate specified in ORS 279C.570.

(8) A written notice of any withholding must be issued to a subcontractor, with a copy to the contracting agency, that specifies:

(a) The amount to be withheld;

(b) The specified causes for the withholding under the terms of the subcontract; and

(c) The remedial actions the subcontractor must take in order to receive payment of the amounts withheld.

(9) Except as provided in subsection (2) of this section, this section does not limit or impair any contractual, administrative or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving a contractor's late payment or nonpayment or a subcontractor's deficient performance or nonperformance..

(10) A contractor's obligation to pay a late payment interest penalty to a subcontractor under the clause included in a subcontract under subsection (3) or (4) of this section is not an obligation of the contracting agency. A contract modification may not be made for the purpose of providing reimbursement of a late payment interest penalty. A cost reimbursement claim may not include any amount for reimbursement of a late payment interest penalty.

ORS 279C.830 Contractual provisions regarding prevailing rates of wage and fee for administration of law.

(1) The specifications for every contract for public works shall contain a provision stating the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. ***** The contract shall contain a provision that the workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840.

(2) The specifications for every contract for public works shall contain a provision stating that a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279C.825 (1). The contract shall contain a provision that the fee shall be paid to the commissioner under the administrative rule of the commissioner.

(3) The specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contactor Board before starting work on the project unless exempt under ORS 279C.836. *****

ORS 279C.840 Payment of prevailing rate of wage; posting of rates and fringe benefit plan provisions.

(1) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the prevailing rate of wage for an hour's work in the same trade or occupation in the locality where the labor is performed. The obligation of a contractor or subcontractor to pay the prevailing rate of wage may be discharged by making the payments in cash, by the making of contributions of a type referred to in ORS 279C.800 (1)(a), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in ORS 279C.800 (1)(b), or any combination thereof, where the aggregate of any such payments, contributions and costs is not less than the prevailing rate of wage. The contractor or subcontractor shall pay all wages due and owing to the contractor's or subcontractor's workers upon public works on the regular payday established and maintained under ORS 652.120.

STATUTORY REFERENCES OF INTEREST

ORS 279C.525 Provisions concerning environmental and natural resources laws; remedies
ORS 279C.540 Maximum hours of labor on public contracts; holidays; exceptions; liability to workers; rules

ORS 279C.545 Claims for overtime

ORS 279C.550 to ORS 279C.565 Retainage

ORS 279C.585 Authority to substitute undisclosed first-tier subcontractor; circumstances; rules

ORS 279C.590 Complaint process for substitutions of subcontractors; civil penalties.

ORS 279C.600 to ORS 279C.625 Bonds

ORS 279C.650 to ORS 279C.670 Termination for Public Interest

ORS 279C.800 to ORS 279C.870 Prevailing Wages

EXHIBIT C

PUBLIC IMPROVEMENT 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 must 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.

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. Aggregate limits shall apply on a per-project basis.

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

☐ **Builders Risk** (*Check Here if Required*) insurance during construction to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

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, 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

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.

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.

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:**

- _____ 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.

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, volunteers 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.

V. CERTIFICATION

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

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT E

BONDS

(The Project Manager must answer and initial below).

Required by City ☒ Not required by City By: TB

At the time of execution of the Contract, the Contractor shall furnish the following bonds written by a corporate surety authorized to do business in the State of Oregon:

☐ **Performance Bond.** Oregon law requires that contractors working on public improvements with a value of more than \$100,000 (or \$50,000 if transportation related) provide a performance bond equal to the full contract price. If contractor fails to complete the project, the City may use the bond to complete the project.

☐ **Payment Bond.** Oregon law requires that contractors provide a payment bond equal to the contract price for public improvements with a value estimated at more than \$100,000 (or \$50,000 if transportation-related). The purpose of this bond is to ensure that subcontractors, material suppliers, and laborers are paid.

☐ **Maintenance (Warranty) Bond.** This contract requires a one-year warranty bond to guaranty against defective materials and workmanship in an amount equal to 10% of the contract price. The City may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs.

☐ **Public Works Bond.** The Oregon Construction Contractors Board (CCB) requires that all independent contractors working on qualifying public works projects, with a total project costs that exceeds \$100,000 must obtain and file with the CCB a public works bond with a corporate surety authorized to do business in Oregon for the amount of \$30,000 before starting work on a contract or subcontract for a public works project. This bond will be used solely in the event of a prevailing wage claim filed with the Bureau of Labor and Industries (BOLI) and shall be delivered to the CCB.

Bond Terms: The bonds shall be in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the warranty obligation of Section 18, all applicable laws, and the prompt payment of all persons supplying labor and/or material for prosecution of the work.

EXHIBIT F

City of Brookings Harassment Policy for Contractors

The City of Brookings is committed to providing a work environment for our employees that is free from harassment. Harassment is behavior perceived by the receiver as unwelcome and includes the use of verbal or practical jokes, unwelcome touching, offensive remarks or put-downs, and displays of objects and materials that create an offensive environment or interferes with or adversely affects a person's work performance. Any actions such as those described are prohibited.

Sexual harassment is also prohibited. In addition to the above, this includes unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature particularly when the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Contractors doing business with the City and their employees and agents are prohibited from engaging in any conduct that violates this policy when on City premises or interacting with City employees. They are further prohibited from retaliating against a City employee for reporting such conduct.

The City reserves the right to investigate any allegations of harassment and will take appropriate action to stop or prevent behavior that violates this policy, including terminating a contractor's services for the City.

Acknowledgment

I agree to abide by the City of Brookings Harassment Policy for Contractors and acknowledge that my services may be terminated if I, or my employees or agents, engage in any conduct in violation of this policy.

Print Name and Title

Business Name

Signature

Date

SAVE OUR TREES

The Brookings City Council voted on Nov 13, 2017 to remove 35 additional Douglas fir trees in the near future and more in coming years.

We feel that:

- Trees are an essential part of the character and beauty of Azalea Park. These trees are very important to our environment, the quality of the air we breathe and the quality of our city's landscape and also serve as a natural visual barrier between the sports areas and parking lots.
- Too many trees have been removed already in the last two years, including 38 Douglas firs along Lundeen Lane in 2015. The City assured us that these would be replanted in the Fall of 2016 and they were not. We demand to know how many trees and what type of trees city is planning to replace them with.
- The City Council has decided to ignore the will of dozens of residents who spoke against tree removal during Public Comment at several City Council meetings and also the recommendations of a professional urban arborist whom they hired. His recommendations were to remove 6 to 8 of the trees with defects. We agree with the recommendations of the arborist.
- This petition insists that removal of a tree must be a last resort after all other options are exhausted.
- There will be unanticipated tree death from the recent paving of a road directly over the Critical Root Zone of at least four large trees and the ongoing construction of the area bordering on these trees.
- These trees are irreplaceable in our lifetime. There should have been full disclosure to the Brookings City Councilors and the general public regarding which specific 35 trees would be cut down before any vote was taken, as Councilor Triglia suggested during the Nov 13th Council meeting.
- We, the undersigned, call upon the Brookings City Council to rescind their decision to cut 35 trees, accept the recommendations of the urban arborist's report and remove only the 6 to 8 specific trees, and to implement a tree maintenance strategy that does not involve removal of trees without a replanting scheme that allows for the maturity of sapling trees to establish themselves before full removal and not before all other pruning, and civil engineering repairs have been undertaken. We additionally acknowledge to the Brookings City Council that we do not believe the trees behind the bandshell in Azalea Park pose significant risks to warrant immediate removal of the 11 trees among them. Hence, we request an immediate halt to the tree removal of 35 trees. We also request that the City adopt a long-term maintenance plan with input from the public.

SAVE OUR TREES!

SAVE TREES OF AZALEA PARK

I, the undersigned, respectfully request the City Council immediately halt their motion to cut down 35, as-of-yet-unidentified, trees in Azalea Park.

Let the 8 trees determined by the professional arborist as unhealthy and unsafe be removed. Others determined unsafe after bore testing by a professional arborist will also be removed.



	Full Name (Please Print)	Address	Zip Code	Signature
1	Hizam Azaditab	1223 Barclay	97415	AZAIL
2	DAVE CARLSON	1223 Barclay	97415	[Signature]
3	Sandra MATHACK	98203 S. branch street	97415	Sandy Mathack
4	Jennie Stotter	16520 English Dr.	97415	Jennie Stotter
5	Abigail Pettinger	320 Meun Lake	97415	[Signature]
6	RAY S. WHITE	301 FREEMAN RD Medford	97502	Ray S. White
7	Teana Bass	623 Alberts	97501	Teana Bass
8	Catherine Knofke	16417 Hwy 10 South	97415	[Signature]
9	Mark Mann	2624 Cedar Forest Rd	97415	[Signature]
10	Aynika Nelson	Brookings, OR	97415	Aynika
11	Olivia Dehietzen	722 A Pioneer Court	97415	[Signature]
12	Karen Clark	311 Windruck	97415	Karen Clark
13	Michael Michael Miller	401 First St BRKS	97415	Michael Miller
14	DAVID J. LOVELL	630 First St. Brookings	97415	[Signature]
15	GPOres	96440 Cedar Forest Rd	97415	[Signature]

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	Full Name (Please Print)	Address	Zip Code	Signature
1	LARRY Buchholz	317 Alder St.	97415	[Signature]
2	Shirley Buchholz	317 Alder St.	97415	[Signature]
3	RALPH KOSCHE	15889 SUNSET BRD	97415	[Signature]
4	MATT LANQUARY	1241 ROWLAND	97415	[Signature]
5	DAVID PAOLI	1380 GLENWOOD	97415	[Signature]
6	Diana Ruediger	18668 Lone Ranch Rd	97415	[Signature]
7	Rick Roediger	18668 Lone Ranch Rd	97415	[Signature]
8	Alfred Bogin	650 Old Country Rd	97415	[Signature]
9	Michaela Simin	813 N. 2nd Lafayette St	97415	[Signature]
10	Debra Michel	927 9th St	97415	[Signature]
11	Donna Mally	1109 Rowland	97415	[Signature]
12	Julianne Hall	1005 Rowland	97415	[Signature]
13	Linda Solitz	310 S Hazel	97415	[Signature]
14	Heather E Connor	9566 289th St	97415	[Signature]
15	[Signature]	9565 Glenbrook Pl	97415	[Signature]

SAVE TREES IN AZALEA PARK

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I'm asking that ONLY the eight (8) trees which are identified by arborist to be unhealthy be removed. Any other trees planned for removal should be proven to be unsafe/ unhealthy before they're cut down.



	Full Name (Please Print)	Address	Zip Code	Signature
1	Calla Felicity	97415 217 Marine	97415	Calla Felicity
2	Mr. David A. Nedervelt	P.O. Box 304 Brookings OR 97415	"	Mr. David A. Nedervelt
3	Venita Caldwell	Brookings 19921 Whalenhead Rd	97415	Venita Caldwell
4	Fred Caldwell	"	97415	Fred Caldwell
5	Natalie Ingram	14646 HENST.	97415	Natalie Ingram
6	Hylie Liddle	9555 HWY 101 N Smith River CA	95567	Hylie Liddle
7	DAN SHERMAN	820 BROOKHAVEN BROOKINGS	97415	Dan Sherman
8	Susan Catho	96029 W. Benham	97415	Susan Catho
9	CAROL Owens	P.O. Box Pleasant 98825 HILL DR	97415	Carol Owens
10	Jennifer Schulz Mitchell	96108 Cape Ferrel Brookings	97415	Jennifer Schulz Mitchell
11	IRA TOZER	615 MARDBR BROOKINGS	97415	Ira Tozer
12	ROGER STARNES	1223 Moore Brookings OR	97415	Roger Starnes
13	Philip Norman	326 Maple St. 13165	97415	Philip Norman
14	Roxana Williams	839 Brookhaven	97415	Roxana Williams
15	Marlene Williams	868 Brookhaven	97415	Marlene Williams

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	Full Name (Please Print)	Address	Zip Code	Signature
1	Victoria Lewis	P.O. box 4644	97415	Victoria Lewis
2	Jes Davidson		97415	Jes Davidson
3	Ludith LIDGUS	790 Riviera	97415	Ludith Lidgus
4	Renee Atsey	96900 Windom Fanch Rd Brookings	97415	Renee Atsey
5	Karyn Butcher	PO Box 8043 1215 Ransom	97415	Karyn Butcher
6	Denise Ortega	96511 West Cliff Dr	97415	Denise Ortega
7	Karen Morton	311 Oxford PO Box 4712	97415	Karen Morton
8	Christine Hudson	505 Roschelli PO Box 7215	97415	Christine Hudson
9	Diane C Smith	539 Cushing Ct	97415	Diane C Smith
10	Dolby Stew	1375 Chester	97415	Dolby Stew
11	MARGIE HUGHES	944 PIONEER LANE	97415	Margie Hughes
12	mark reaves	30 FLEET LANE	97415	Mark Reaves
13	Barbara Spiker	97867 Humboldt Brookings	97415	Barbara Spiker
14	michele Allen	P.O. BOX 2414	97415	michele allen
15	Toni Argay	720-644	97415	Toni Argay

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	Full Name (Please Print)	Address	Zip Code	Signature
1	James Holtz	1223 Moore St #14	97415	J R Holtz
2	Thayne Groff	20803 Wilderness Rd	97415	Thayne Groff
3	DIANE D. MORRIS	1109 Rowland Ln	97415	Diane D. Morris
4	Rita I. Haskew	1247 Hub Street	97415	Rita I. Haskew
5	CURTIS HASKEW	1247 Hub ST	97415	Curtis Haskew
6	CYRUS SARFAKZ	520 Redwood St.	97415	Cyrus Sarfakz
7	Scott Hahn	630 Fleet St.	97415	Scott Hahn
8	Tony Verdugo	405 Mill Brook	97415	Tony Verdugo
9	Holly Begg	625 Meadow	97415	Holly Begg
10	Terese L. Husson	820 Brookhaven	97415	Terese L. Husson
11	Lalana Martin	Gold Beach 94340 Perry Rd	97444	Lalana Martin
12	Judith E. McFarlane	1216 Moore St. APT 112	97415	Judith E. McFarlane
13	JANICE FARNSLEY	Apt. 103 Gerotad Manor	97415	Janice Farnsley
14	Deborah Foley	15505 Oceanview Dr.	97415	Deborah Foley
15	Steve Sudduth	95880 Eggers Rd	97415	Steve Sudduth

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Please Help Us
Save these trees!!!



	Full Name (Please Print)	Address	Zip Code	Signature
1	Tess Jones	Brookings	97415	Tess Jones
2	Holly Zepko	Brookings	97415	Holly Zepko
3	Melissa Holmes	Brookings	97415	Melissa Holmes
4	Kristine Dineen	Brookings	97415	Kristine Dineen
5	Nach Smith	Brookings	97417	Nach Smith
6	Kourtney Smith	Brookings	97415	Kourtney Smith
7	Deen Grant	Brookings	97415	Deen Grant
8	Maria Sudduth	Brookings	97415	Maria Sudduth
9	Alyssa Rabin	Brookings	97415	Alyssa Rabin
10	Susan Shampo	Brookings	97415	Susan Shampo
11	Berna Matteson	Brookings	97415	Berna Matteson
12	Ray Gary	Brookings	97415	Ray Gary
13	Judy Kaplan	Brookings	97415	Judy Kaplan
14	Linda Stoddard	Brookings	97415	Linda Stoddard
15	Jeff Stoddard	Brookings	97415	Jeff Stoddard

BLACK & RICE LLP

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Andre L. Carpenter, OfficeMgr
acarpenter@attyblack.com

MEMORANDUM

TO: Mayor Pieper, Members of the City Council
City Manager Gary Milliman

FR: Martha D. Rice, City Attorney

DT: December 28, 2017

RE: Regulating the Adult Entertainment Industry in Oregon

No law shall be passed restraining the free expression of opinion, or restricting the right to speak, write, or print freely on any subject whatever; but every person shall be responsible for the abuse of this right.

Article I, Section 8, Oregon Constitution.

The ability of the State and local governments to regulate the adult entertainment industry, e.g., strip clubs, adult bookstores, even live sex shows, is severely limited due to the Oregon Supreme Court's broad interpretation of the state constitutional right for persons to freely express themselves on any subject whatever. In essence, courts have held that adult entertainment businesses can only be regulated in the same manner as all other businesses. Thus, the City cannot prohibit or adopt unique regulations applicable only to "adult entertainment" businesses.

The Oregon Supreme Court has adopted a three-part test to analyze regulations that are being challenged for their intrusion upon one's right to freely express themselves, whether by speech or conduct. *State v. Robertson* (1982) 293 Or. 402; *State v. Henry* (1987) 302 Or. 510. The three-part test is as follows:

- (1) Is the regulation aimed at the content of the expression?
- (2) If so, does it fall into a historical exception to protected speech, i.e., was this type of speech prohibited prior to the adoption of the Oregon Constitution?

(The Oregon Supreme Court has determined that sexually explicit expression and obscenity are not within any historical exceptions.)

(3) Is the regulation aimed at the effects of speech/expression?

The Oregon Supreme Court, and lower courts, have applied the Robertson framework to a variety of challenged local ordinances and state statutes. It remains the law today. Here is a summary of some notable Oregon cases:

- *State v. Henry* (1987) 302 Ore. 510: Defendant had been prosecuted and convicted of dissemination of obscene material and possession of obscene material with the intent to disseminate in violation of ORS 167.087. The court held that the statute violated Or. Const. art. I, § 8, because it restricted speech on a ground (obscenity) that could not be justified as an historical exception from Oregon's constitutional guarantee of freedom of expression. The court noted that Oregon's free speech protection, covering "any subject whatever," was broader than that of the U.S. Constitution as interpreted by the U.S. Supreme Court. The court reviewed the historical development of obscenity laws and concluded that restrictions on sexually explicit or obscene expressions were not well established at the time that its Constitution was adopted.
- *Portland v. Tidyman* (1988) 306 Ore. 174: The City of Portland enacted an ordinance which required "adult businesses" to locate at least 500 feet distant from any residential zone or any public or private school and, in some zones, at least 1000 feet from any other adult business. The city sought to enjoin the bookstores from operating in violation of the ordinance. The court found that the ordinance, although modeled after one that had survived a First Amendment challenge, prohibited the bookstores' material based upon its content and therefore was subject to strict scrutiny which it did not meet. The court found that the ordinance did not prohibit the explicit material based upon effects of the speech, which might have been constitutional, but rather prohibited the content without having had any reference to any negative or nuisance effect demonstrated. The city's legislative findings did not overcome the city's burden to establish the negative effects of the bookstores.
- *City of Nyssa v. Dufloth* (2005) 339 Ore. 330: Defendants, owners of a nude dancing club, were convicted of violating a local ordinance that required, among other things, that entertainers at such clubs remain at least four feet away from the patrons. , the court found that the four-foot ordinance violated art. I, § 8. By its terms, the ordinance applied only to one disfavored type of communication (nude performances) in one disfavored type of establishment (one that regularly featured

that type of entertainment). Thus, the ordinance restrained free expression and was unconstitutional on its face.

- *State v. Ciancanelli* (2005) 339 Ore. 282: The court was asked to determine whether ORS 167.062, which makes it a crime to, among other things, "direct, manage, finance or present" a "live public show" in which the participants engage in "sexual conduct" violates the free expression rights guaranteed by Article I, section 8, of the Oregon Constitution. The court upheld the Robertson framework and applied it to the statute in question. The court found that the statute an unconstitutional limitation on the freedom of expression.
- *City of Salem v. Lawrow* (2009) 233 Ore. App. 32: Defendant was charged for violating a local ordinance by unlawfully receiving a fee for touching the body of another person. The ordinance fell within the category of speech laws that focused on preventing harm--sexually stimulating another person for pay, *but expressly proscribed expression as one means of achieving that harm*. The harm could occur when the stimulated person was an audience. The ordinance could impose criminal sanctions on an actor who, for pay, engaged in a provocative scene for the purpose of arousing the audience. The Court of Appeals of Oregon held that the challenged ordinance reached a significant amount of expression protected under Or. Const. art. I, § 8. The appellate court determined that the ordinance was fatally overbroad and that the circuit court properly dismissed the charges against defendant.

These cases demonstrate the great breadth of the Oregon freedom of expression clause and why it has become nearly impossible to regulate the adult entertainment industry differently from any other commercial business – at least prospectively. That is not to say that some adult businesses may bring about undesirable illicit activities such as prostitution and illegal drugs. The League of Oregon Cities recommends that cities approach problem businesses through nuisance abatement / chronic nuisance property ordinances. City staff are currently reviewing and considering a chronic nuisance property ordinance for future City Council consideration.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 8, 2018

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Intergovernmental Agreement with Lane Council of Governments

Recommended Motion: Motion to authorize Mayor to execute an intergovernmental agreement with the Lane Council of Governments for planning services.

Background/Discussion:

The Community Planner who had been with the City for eight months resigned in October. A recruitment to fill the position was conducted and resulted in few applicants, none of whom had the level of land use planning experience and knowledge desired. Additionally, the level of planning activity has diminished. The Planning Commission has only met three times since July 1 and even then had very light agendas:

- a. The Transportation System Plan, which is now fully adopted.
- b. A two-lot subdivision.
- c. A conditional use permit for a short term vacation rental.

Management believes that existing staff can handle day-to-day planning affairs and that it would be more cost-effective to contract for the processing of more complex applications, special studies and municipal code revisions (i.e. land development code). We currently have a vacation rental CUP application pending, which staff feels they can process without additional assistance. However, at least two subdivision proposals are forthcoming.

Curry County currently contracts with the Lane Council of Governments (LCOG) for certain planning services and County officials report that this arrangement has worked well. Management contacted both LCOG and the Rogue Valley Council of Governments (RVCOG) to explore possible contract services. Both COGs provide contract planning services to many of the smaller cities within their geographic areas. Both agencies expressed interest in providing the service and indicated that they have the capacity to do so. Staff has prepared an intergovernmental agreement with LCOG that mirrors...with a few exceptions...the LCOG agreement with Curry County.

The way this would work is that applications would be accepted and initially reviewed by City staff and then sent to LCOG for processing. Applicants would interact directly with LCOG staff, who would also be available for initial consultations. We would provide a work station at City Hall that applicants could use to interact with LCOG staff via Skype and Go To Meeting if they chose to do so. For Planning Commission and/or City Council meetings, LCOG staff would make presentations either in-person or via Skype. All work would be assigned on a Task Order basis with and a cost estimate provided in advance.

LCOG staff would also be available to provide technical assistance to staff on an as-needed basis. The arrangement would be similar to that through which we contract for engineering and legal services.

For larger projects generated by applicants, such as development master plans, and for Code revisions, such as the revision needed for riparian setback development standards, the City would contract with a private consulting service on a project basis. LCOG staff has indicated that they would be able to handle some of this work if they have sufficient time available.

Attachment(s):

- a. Draft Agreement with LCOG.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF BROOKINGS OREGON AND
THE LANE COUNCIL OF GOVERNMENTS
FOR PROFESSIONAL LAND USE PLANNING SERVICES**

RECITALS

- A. The Parties to this Agreement are the City of Brookings, Oregon, a political subdivision of the State of Oregon and Lane Council of Governments, an organization of governments in Lane County, Oregon, hereafter referred to as LCOG.
- B. ORS 190.010 provides that units of local governments may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- C. Subject to the terms of this Agreement, LCOG will provide professional planning services specified in Section II for Applications requiring processing through the City of Brookings.
- D. LCOG will serve as a land use planning and development resource for City of Brookings.

AGREEMENT

I. GENERAL PROVISIONS

A. Definitions as Used in this Agreement

"Applicants" mean individuals or business entities who submit a land use Application to the City of Brookings.

"Application" means a land use application for development activity submitted to the City of Brookings.

"Council" means the City of Brookings City Council.

"Development Services Department" means the City department responsible for the administrative and quasi-judicial processing of Applications.

"Development Services Department staff" means the Parks and Planning Manager, Building Official, and Administrative Assistant employed by the City of Brookings in the Development Services Department.

"City" means the City of Brookings, a political subdivision of the State of Oregon.

"Development Activity" means any use of proposed use of land that requires disturbance of the vegetation or soils or which requires action of the City to allow the construction or modification of structures or other improvements or to allow the division of the land.

"Site Plan" means the City of Brookings Site Plan Committee.

"Task Order" means a mutually agreed upon assignment to undertake a project or study.

"City Manger" means the City Manager of the City of Brookings.

"Planning Commission" means the City of Brookings Planning Commission.

"Project" means development activity.

B. Authority

The City Manager shall administer this agreement for LCOG to process Applications for the City. LCOG shall provide Development Services Department staff (DSDS) with a written estimate as to time, materials and travel for processing of each Application prior to DSDS authorization for LCOG to proceed with processing of any Application.

The DSDS shall confer with and direct LCOG regarding each step of an Application processing. LCOG may confer with DSDS regarding logistics related to an Application such as but not limited to preparation of notices, collection of material for use in evaluating an Application or interfacing with the public regarding Application processing and procedures.

Engagement with individual Commission and City Council members is limited to written and verbal contact that includes the DSDS.

II. SCOPE OF SERVICES

LCOG shall:

- a. Review and become familiar with Applications.
- b. Review Applications for completeness and mail completeness letter.
- c. Answer questions and inform citizens regarding Applications and Projects.
- d. Prepare simple reports based on a template provided by the City.
- e. Represent Application staff reports and provide oral presentations with facts, analysis and findings to the Planning Commission and City Council. This includes preparation of Planning Commission Orders based on a template provided by the City and responses to questions and requests for information from public and state agencies. To the greatest extent possible and as may be acceptable to the Commission/Council, such presentations shall be by remote electronic means, such as Skype.
- f. Meet all statutory Application deadlines (unless work is halted (as per Section IV(E)(3))).
- g. Participate remotely in Site Plan meetings as requested by City.
- h. Provide additional services as authorized by written Task Order (Attachment C) in accordance with the following:
 1. If the services to accomplish a task can be defined and limited, City and LCOG shall develop description of the task, a detailed scope of services and a related maximum fee for providing such services.

2. If the services to accomplish a task cannot be defined, limited or quantified, LCOG shall work on a time and materials basis and provide a description of work performed by each staff member monthly with accompanying invoices. Invoices will be prepared and submitted monthly, but total cost for the task shall not exceed the maximum.
- i. Provide technical assistance to staff on minor matters not requiring a written description or Task Order.

III. CITY RESPONSIBILITIES

- a. Mailing of all required public hearing notices
- b. For Projects requiring Planning Commission review, posting of the project staff report and information on the project on the City web site in a timely manner prior to the Planning Commission meeting.
- c. Advising LCOG of all project deadlines.
- d. DSDS review and approval of reports for Administrative Permits.
- e. DSDS review and approval of Planning Commission staff reports prior to distribution to the Planning Commission and the public.
- f. Upon request, provide copies of City land use documents, templates of previous staff reports, and other documents, necessary for LCOG to make recommendations and/or complete staff reports. If historical information is required, City staff will, at no charge, assist LCOG in gaining access to records of past City planning activities as necessary for LCOG to complete any analysis or develop work products.
- g. Preparation of Planning Commission meeting minutes.
- h. Keep the application record upon completion (final deliverables from LCOG).

IV. OTHER PROVISIONS

A. LCOG Status and Subcontracting

- 1) LCOG is not considered a City employee for purposes of compensation, benefits or other personnel related matters. LCOG is an independent contractor to the City.
- 2) LCOG is retained due to special qualifications to perform services as described in Section III. LCOG shall not assign this Agreement, any part thereof, or any compensation due there under to any party in a subcontractor arrangement, without the written consent of the City Manager.

B. Indemnification. LCOG shall hold harmless the City from and against all claims, damages, losses and expenses including costs and attorney fees arising out of the performance of the services described herein, or the failure to perform such services, caused in whole or in part by any negligent act or omission of LCOG, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. If any action or proceeding is brought against the City entities by reason of any claims as above provided, LCOG, upon notice from the City, shall fund the legal defense of the City.

C. Insurance Requirements.

- 1) LCOG shall maintain in full force and effect, at all times during the performance of this Agreement, General Liability, including contractual liability, business auto liability, broad form property damage, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of two million dollars (\$2,000,000) per occurrence.
- 2) Workman's Compensation coverage shall be at statutory limits.
- 3) Error and Omissions Liability – each occurrence/annual aggregate in the amount of \$2,000,000. City need not be named as an additional insured on professional errors and omissions insurance policies.
- 4) All insurance policies required by this section shall not be cancelled, limited, or non-renewed without first giving 30 days written notice to the City. Additionally, the policy shall specifically contain language substantially similar to the following clause: "This insurance shall not be cancelled until after thirty days' notice has been given to the City of Brookings."
- 5) Certificates of Insurance evidencing the coverages required by the clauses in this agreement shall be filed with the City prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the City to compensate LCOG under this agreement.

D. Files and Paper and/or Electronic Records

- 1) The City will provide LCOG all application forms, report forms, and other related materials to be used in the conduct of its land use planning procedures.
- 2) All written material and electronic documentation prepared as a result of this agreement related to Applications are the property of the City. In the event this agreement is terminated or at the end of the appeal period for each Project, all written material and electronic documentation shall be delivered immediately to the City. LCOG may retain one copy of each document for LCOG's records, but shall have no proprietary rights to them.

E. Compensation

1. **Billing rate.** LCOG will provide services in accordance with the Rate Schedule attached hereto. This rate is inclusive of supplies and materials necessary to perform the services identified in the Attachment A Scope of Work except as set forth otherwise in this agreement. Rates are subject to change annually.
2. **Travel reimbursement.** City will reimburse LCOG for the actual cost of employee travel to/from Brookings in accordance with the LCOG Travel Authorization Form attached hereto as Attachment B.
3. **Schedule for payment.** LCOG will submit invoices to the City Manager on a monthly basis for the work completed during the previous month prior to the 15th of the succeeding month.
4. **Available funds and procedure.** At the date of Application, Applicants shall provide a deposit for the work of the City and LCOG to process their Application. LCOG shall advise when the value of LCOG work on the project has reached 70% of the Application deposit and halt work until applicant has provided additional funds for LCOG and City services.

F. Conflict of Interest

LCOG shall disclose any actual or potential conflict of interest that may exist relative to the services to be provided pursuant to this Agreement.

G. Ownership of Work Product

All work products of LCOG which result from this Agreement are the exclusive property of the City. Reuse of work product by the City for purposes outside the scope of service of this Agreement shall be without liability to LCOG.

V. TERM AND TERMINATION

This Agreement shall be valid upon signature by both parties. This Agreement may be terminated by either party (LCOG or the City) without cause under the following procedure:

- a. The party requesting termination shall notify the other party in writing of its intention to terminate thirty days before the effective date of termination. In such event, or upon request of the City, LCOG shall assemble all City documents (files, records, policy documents, correspondence, and any paperwork related to application to the City) in LCOG's possession and put them in order for proper filing and closing, and deliver said document to the City.
- b. In the event of termination, LCOG shall be paid for work performed to the termination date.
- c. City shall make the final determination as to the portion of tasks completed and compensation to be made.

VI. MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by the parties. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement.

VII. DISPUTES

If a dispute should arise regarding the performance of this Agreement or compensation for work performed under this Agreement, the parties hereby agree to make good faith and reasonable attempts to settle the dispute through subsequent agreement between LCOG principal and City. In the event that a dispute continues, LCOG is required to continue performing under this Agreement pending resolution of the dispute. Nothing in this procedure shall prohibit the parties from seeking legal remedies available to them after they have made a good faith and reasonable attempt to resolve the dispute pursuant to the provisions of this section. In the event of litigation arising out of the performance of the obligations of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other litigation expenses.

VIII. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This agreement represents the entire Agreement between LCOG and the City and supersedes all prior agreements, either written or oral. This Agreement may only be amended by written instrument, signed by both the City and LCOG. No oral agreement or representation by any officer, agent, or employee of either party made during or after the execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IN WITNESS WHEREOF, this Agreement between LCOG and City of Brookings is signed and executed this ____ day of _____, 20__.

Gary Milliman
City Manager
City of Brookings
898 Elk Drive, Brookings, Oregon
97415, Phone: 541-469-1101

Date



1/2/18

Brendalee Wilson
Executive Director
Lane Council of Governments
859 Willamette St., Suite 500
Eugene, OR 97401

Date

**ATTACHMENT A
RATE SCHEDULE**

LCOG Staff Type	Current Hourly Rate
Principal Planner	\$ 105
Senior Planner	\$ 102
<i>*Assistant Planner</i>	\$ 63
GIS Assistant	\$ 78
Attorney	\$ 114
GIS Senior Analyst	\$ 106
Resource Development Associate	\$ 97
Administrative Assistant	\$ 66
<i>*The majority of work is expected to be carried out by an LCOG Assistant Planner with oversight and review by a Senior or Principal Planner. Other assistance will be utilized only with the express approval of the City of Brookings. Rates are current as of December, 2017. Rates are rounded to the nearest dollar Rates are subject to periodic change.</i>	

Attachment B



Travel Authorization Form (10/2017)

Name of Traveler: _____ Supervisor: _____ Date: _____

Location of Conference/ Meeting: _____ Purpose: _____

Departure Date: _____ Return Date: _____

Subfund/Contract (if applicable): _____

*Must have Executive Director's prior approval to use Indirect

	Estimated Costs	Fiscal Office Use
Air/Bus/Rail	\$	
Auto Rental/Taxi/Shuttle	\$	
Hotel	\$	
Registration Fees	\$	
Other	\$	
Meals*	\$	
Private Auto - Number of Miles _____ X \$0.535 / Mile	\$	
ESTIMATED TOTAL:	\$	

*For Meals, use these per Diem amounts:

Primary Destination	County	Per Diem*
Portland	Multnomah	\$64
Bend, Clackamas	Deschutes, Clackamas	\$59
Beaverton	Washington	\$59
Salem, all other places	Marion, all other counties	\$51
Eugene, Florence	Lane	\$59
For travel outside Oregon, use Federal Per Diem rates. (see Payroll for assistance)		

*Through September 2018.

Per Diem (Apply the percentage to the appropriate Per Diem Rate):

No allowance is provided for a meal when the employee is attending an official business meeting and the meal is an agenda item and is provided without a fee. No allowance is provided for a meal when a meal is included as part of the registration fee(s) for a conference or meeting. NOTE: Complimentary meals provided by a hotel do not affect the per diem meal allowance; no reduction is required.

Breakfast: 25% of the daily meal per diem. _____ # of meals X \$ _____ (25% of per diem) = \$ _____

*Must be on travel status for two hours or more before the beginning of your scheduled work shift

Lunch: 25% of the daily meal per diem. _____ # of meals X \$ _____ (25% of per diem) = \$ _____

*Must be on travel status for one hour before or after 12:00 noon

Dinner: 50% of the daily meal per diem. _____ # of meals X \$ _____ (50% of per diem) = \$ _____

*Must be on travel status for two hours or more beyond the end of your scheduled work shift

TOTAL MEALS ESTIMATE:	(1) \$
------------------------------	---------------

(3). EXCEPTIONS (Attach All Receipts)

Employees may be reimbursed for actual costs of some meals. For example, when an employee attends a business meeting where the meal is an agenda item but not included in the fee and the selection and the cost of the meal are beyond the control of the employee, the employee will be reimbursed for the actual cost of that meal. If this is the case, please attach your receipt with this completed form.

COST OF EXCEPTION MEAL(S) ESTIMATE:	(2) \$
--------------------------------------------------------	---------------

TOTAL ESTIMATE FOR MEALS (1) + (2):	\$
------------------------------------------------	-----------

Additional Instructions:

Employee's Signature: _____

Date: _____

Supervisor's Approval: _____

Date: _____

Division Approval: _____ *Date:* _____

Executive Director's Approval: _____

Date: _____

City of Brookings – Contract Task Order

Contract Title: _____

Contractor: _____

Contract #: _____ TO # _____ Project Manager: _____

This Contract Task Order, described under the terms below, is made and entered into this _____ day of _____ by and between the City of Brookings, hereinafter referred to as "City," and _____ hereinafter referred to as "Contractor," with an effective date of _____

The terms of this Task Order are as described in the attached Exhibit "A" which is a proposal to _____.

Total fees not to exceed \$ _____

Completion Date (if applicable) : _____

CITY OF BROOKINGS

By: _____

Name: _____

Title: _____

Address: _____


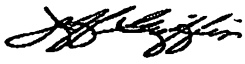
By: _____

Name: Gary Milliman

Title: City Manager

Address: 898 Elk Drive

Brookings, OR 97415


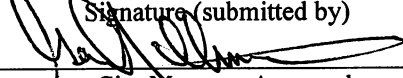
CERTIFICATE OF COVERAGE						
Agent Wilson Heirgood Associates 2930 Chad Drive Eugene, OR 974087382	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.			<div style="text-align: center;">  citycounty insurance services </div>		
Named Member or Participant Lane Council of Governments 859 Willamette St Suite 500 Eugene, OR 974012910	Companies Affording Coverage COMPANY A - CIS COMPANY B - National Union Fire Insurance Company of Pitts, PA COMPANY C - RSUI Indemnity					
LINES OF COVERAGE						
This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.						
Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability X Commercial General Liability X Public Officials Liability X Employment Practices X Occurrence	A	17LLCG	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	\$15,000,000 \$5,000,000
Auto Liability X Scheduled Autos X Hired Autos X Non-Owned Autos	A	17LLCG	7/1/2017	7/1/2018	General Aggregate: Each Occurrence:	None \$5,000,000
Auto Physical Damage X Scheduled Autos X Hired Autos X Non-Owned Autos	A	17APDLG	7/1/2017	7/1/2018		
X Property	A	17PLCG	7/1/2017	7/1/2018	Per Filed Values	
X Boiler and Machinery	A	17BLCG	7/1/2017	7/1/2018	Per Filed Values	
X Excess Crime	B	17ECLCG	7/1/2017	7/1/2018	Per Loss:	\$500,000
Excess Earthquake						
Excess Flood						
X Excess Cyber Liability	A	17ECLLCG	7/1/2017	7/1/2018	Occurrence/Aggregate:	\$200,000
X Workers' Compensation	A	17WLCG	7/1/2017	7/1/2018	Coverage A and B	
Description: <div style="text-align: center; padding: 20px 0;">Proof of Insurance only</div>						
Certificate Holder: To be replaced upon request			CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.			
			By: 		Date: October 13, 2017	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 8, 2018

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval

Subject: Transient Occupancy Tax (TOT) Fund Allocation for Pistol River Wave Bash videographer.

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate \$2,000 to the International Windsurfing Tour for production of a Pistol River Wave Bash video.

Financial Impact:

\$2,000 allocated from TOT revenues set-aside for tourism promotion.

Background/Discussion:

Organizers of the Pistol River Wave Bash contacted staff requesting consideration of funding assistance for its event scheduled for June 7-11, 2018. The organizers noted several areas where sponsorships were needed. At the TPAC meeting on December 21, 2017, staff presented information about the event and about the organizers' requests (a memo from the City Manager listing the potential sponsorships is attached). Sponsorships would include advertising for the City of Brookings on event literature and t-shirts, as well links between the websites.

TPAC discussed the options, with staff noting that the first option, hosting the opening night banquet, was already being pursued by the Brookings-Harbor Chamber of Commerce with a commitment to participate from the Sporthaven Marina Bar & Grill.

TPAC is recommending, by a unanimous vote, a grant of \$2,000 in TOT funding to the International Windsurfing Tour, stipulating in the agreement a specific amount of footage of Brookings be included in the production.

Attachment(s):

- a. Memo of explanation to TPAC



GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

MEMORANDUM

Office of the City Manager

TO: TPAC

DATE: December 12, 2017

SUBJECT: Pistol River Wave Bash

We have been contacted by the organizer of the International Windsurfing Tour concerning relocating the "hub" for their 2018 event from Gold Beach to Brookings.

The Pistol River Wave Bash to your neighborhood June 7-11. They would like to have their opening ceremony in Brookings. That would be a great way to get the athletes and their entourage involved in Brookings right from the start. They would need a venue for the athletes to check in for the event and have dinner (about 50 athletes). The athletes would be available to sign posters and show videos from past events for the spectators as well.

They are seeking the following sponsorships:

1. Host the opening night
2. Funding the videographer \$2,000
3. Funding the photographer \$2,000
4. Prize money: \$5,000.

This would enable Brookings to be promoted through the event with pre event advertising on the Tour website, social media, press releases, and our flags/banners on the beach during contest, logo on event poster, shirt, etc.

They are also looking for a food vendor on site at the beach, but are not able to have beer sold at the beach. They are also looking for scaffolding for the judging tower on the beach.

They need to know soon whether the City is prepared to help with the above funding and logistics.

I have already heard from some Portland-area windsurfing enthusiasts that they would come to Brookings for this event.



IWT | **INTERNATIONAL WINDSURFING TOUR**

APR 15-22	HATTERAS NC OBX-WIND.COM /freestyle & racing
MAY 06-13	MOROCCO SPOT X /wave
MAY31 - JUN5	BARBADOS WATERMAN FESTIVAL /wave
JUN 07-11	PISTOL RIVER WAVE BASH /wave
JUN 16-18	RIO VISTA GRAND SLAM /freestyle & racing
JUN 22-25	GORGE BASH /freestyle & racing
AUG 19-26	BAJA DESERT SHOWDOWN /wave
SEP 03-09	PERU PACASMAYO CLASSIC /wave
SEP 24-30	CHILE MATANZAS WAVE CLASSIC /wave
OCT29 - NOV12	MAUI ALOHA CLASSIC /wave



International
Windsurfing Tour
@InternationalWindsurfing
Tour

Home

About

Photos

Instagram feed

Videos

Events

Posts

Community

Twitter

Email or Phone

Password

Log In

Forgot account?



Like

Share

Suggest Edits

Contact Us

Message

About

Suggest Edits

PAGE INFO

Founded in 2010

Mission

Goals to inspire the future of the sport and provide opportunity for every wave sailor to showcase their skills.

CONTACT INFO

americanwindsurfingtour@gmail.com

http://internationalwindsurfingtour.com

MORE INFO

About

The International Windsurfing Tour is a 10 stop amateur and professional, multi-discipline windsurfing tour with 5 US and 5 International events.

Awards

Divisions include: Professional, Amateur, Youth, Women, and Masters/Grand Masters.

Sports League

STORY

2017 Calendar

Hatteras NC OBX-WIND.com: April 15th-22nd
Morocco Spot X: May 6th-13th
Barbados Waterman Festival: May 31st-June 5th...
See More

TEAM MEMBERS



Kaeley Dawson



Sam Bittner

English (US) Español Français (France) 中文(简体) العربية Português (Brasil) Italiano 한국어 Deutsch हिन्दी 日本語

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City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, December 11, 2017

Call to Order

Mayor Pieper called the meeting to order at 7:02 PM.

Roll Call

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

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

Media Present: Jane Stebbins from the Curry Pilot present

Others Present: Approximately 30 audience members.

Agenda Modifications

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to move item I3, South Coast Development Council Agreement, to G13 and to move item G8, Wild Rivers Coast Foundation for Dance Funding, to G2.

Ceremonies & Appointments

Brookings-Harbor High School Soccer Team Commendation

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 17-R-1125, commending the Brookings-Harbor High School Boys' Soccer Team on the occasion of an historically successful season and to authorize Mayor Pieper to issue the commendation to the coach and team members present.

Employment Anniversaries

Police Lieutenant Donny Dotson and Senior Plant Operator Mark Haglund were recognized for twenty years of service to the City of Brookings.

Reappoint Patt Brown to Parks & Recreation Committee

Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to reappoint Patt Brown to the Parks and Recreation Committee.

Appoint Teresa Lawson to Budget Committee

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to appoint Teresa Lawson to Budget Committee.

Oral Requests and Communications from the audience

- Carolyn Milliman of 1090 Parkview spoke giving holiday wishes to the community.
- Azam Azaditabar of 1223 Barclay Lane spoke against the removal of trees in Azalea Park.
- Holly Beyer of 625 Meadow Lane spoke regarding traffic and disrepair issues on 7th Street.
- Dave Carlson of 1223 Barclay Lane spoke against the removal of trees in Azalea Park.

Resolutions

Disband Public Art Committee

City Recorder Davis presented the staff report.

Councilors Triglia and Hodges noted they have tried to recruit members to this committee without success.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 17-R-1126 disbanding the Public Art Committee.

Staff Reports

Event Center Funding

City Manager Milliman presented the staff report.

Council discussed the effects the change would have on the budget and other funding options the center might employ.

Council took no action on the item.

Wild Rivers Coast Foundation for Dance Funding

City Recorder Davis presented the staff report.

Jan Barbas spoke representing the organization and addressing Council questions and concerns.

Mayor Pieper abstained due to family member involvement in the event/organization.

Council discussed equipment and venue needs, marketing measures, and event attendance.

Councilor Triglia moved, Councilor Hodges seconded and Council voted 3-1-1, with Councilor Thompson voting nay and Mayor Pieper abstaining, to allocate \$2,000 to the Wild Rivers Coast Foundation for Dance for the purchase of portable stage lighting equipment.

City Manager Milliman noted this would be Paul Stevens' final Council meeting; praised and thanked him for his work during his time here.

Harbor Sanitary IGA for emergency main line cleaning

Public Works & Development Director Stevens presented the staff report.

Councilor Thompson moved, Councilor Hamilton seconded and Council voted 4-1, with Councilor Triglia voting nay, to authorize the City Manager to execute the proposed IGA to allow the City of Brookings to assist HSD with emergency sewer collection system mainline cleaning.

Seismic Rehab Contract

Public Works & Development Director Stevens presented the staff report.

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to authorize the City Manager to negotiate a contract with WRK Engineers to perform structural engineering and construction observation for seismic retrofit work on the fire and police department portions of Brookings City Hall.

GSI Contract

Public Works & Development Director Stevens presented the staff report.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to authorize the City Manager to sign a professional service Task Order for engineering services with GSI Water Solutions, Inc. to perform a source water study for the .

Business Oregon Grant

Public Works & Development Director Stevens presented the staff report.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize Mayor Pieper to execute Grant Agreement #U18008 with OBDD to develop a Municipal Watershed Post Chetco Bar Fire Stabilization and Rehabilitation Project.

Carolyn Milliman addressed Council with appreciations for Paul Stevens
Mayor Pieper and other Councilors thanked Stevens and wished him the best.

Sudden Oak Death Task Force Agreement

City Manager Milliman presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the Mayor to execute the Memorandum of Understanding for Implementation of the All Lands Coordination Recommendations of the Sudden Oak Death Task Force Strategic Action Plan.

Port Cleaning Station Funding

City Recorder Davis presented the staff report.

Councilor Thompson abstained from the issue due to organizational conflicts of interest.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted 4-0-1, with Councilor Thompson abstaining, to allocate \$1,500 to the Oregon South Coast Fishermen for the refurbishing of the Fish Cleaning Station at the Port.

Spectrum Digital Campaign

City Recorder Davis presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to execute an agreement with Spectrum Reach, continuing a digital tourism advertising campaign for an additional six-months at a cost of \$1,000 per month.

Public Art Locations and Development

City Manager Milliman presented the staff report.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to direct staff to identify possible public art locations, make pre-arrangements with private property owners to accommodate public art (such as installing murals on private buildings) and to solicit proposals.

Suicide Prevention Signage Letter of Support

City Recorder Davis presented the staff report.

Gordon Clay of P.O. Box 12, Brookings addressed Council with suicide statistics and additional information.

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to authorize Mayor Pieper to issue a Letter of Support to the Curry County Commission supporting the initiative to place Suicide Prevention Signage at the Thomas Creek Bridge.

Accept Audit

Finance & Human Resources Director Howard presented the staff report.

City Manager Milliman noted a clean audit is a great accomplishment.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to accept the City's Audit for the fiscal year ended June 30, 2017.

South Coast Development Council Agreement

City Manager Milliman presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to execute Agreement between City of Brookings and South Coast Development Council.

Consent Calendar

1. Approve Council minutes for November 13, 2017
2. Accept TPAC minutes for October 19, 2017
3. Receive monthly financial report for October 2017
4. Accept Carol Bayne resignation from Budget Committee
5. Approve SeaQuake Brewing Liquor License

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

Remarks from Mayor and Councilors

Councilor Hamilton praised the hard work put in on decorations for Nature's Coastal Holiday and Coastal Christmas. He condemned the individuals who vandalized the Oasis Park display. There is a \$350 offered for information leading to an arrest.

Mayor Pieper commented that the decorations at Nature's Coastal Holiday are extremely beautiful.

Adjournment

Councilor Hodges moved, Councilor Thompson seconded, and Mayor Pieper adjourned the meeting at 9:13 p.m. with the Urban Renewal Agency meeting to commence immediately following.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2018:

Jake Pieper, Mayor

Teri Davis, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,914,282.00	2,253,835.70	2,434,289.27	479,992.73	83.5
LICENSES AND PERMITS	110,900.00	7,629.02	55,990.03	54,909.97	50.5
INTERGOVERNMENTAL	227,300.00	10,011.64	34,350.09	192,949.91	15.1
CHARGES FOR SERVICES	165,000.00	8,459.85	48,217.09	116,782.91	29.2
OTHER REVENUE	171,000.00	10,275.04	53,242.60	117,757.40	31.1
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	<u>4,077,069.00</u>	<u>2,290,211.25</u>	<u>2,626,089.08</u>	<u>1,450,979.92</u>	<u>64.4</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	24,561.00	2,189.87	9,927.95	14,633.05	40.4
MATERIAL AND SERVICES	11,850.00	600.00	3,600.14	8,249.86	30.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,411.00</u>	<u>2,789.87</u>	<u>13,528.09</u>	<u>22,882.91</u>	<u>37.2</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	194,964.00	15,308.13	77,762.64	117,201.36	39.9
MATERIAL AND SERVICES	98,400.00	26,201.35	69,160.38	29,239.62	70.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>293,364.00</u>	<u>41,509.48</u>	<u>146,923.02</u>	<u>146,440.98</u>	<u>50.1</u>
POLICE:					
PERSONAL SERVICES	2,114,007.00	164,613.94	822,811.69	1,291,195.31	38.9
MATERIAL AND SERVICES	170,800.00	9,277.62	69,238.04	101,561.96	40.5
CAPITAL OUTLAY	.00	.00	14,306.93	(14,306.93)	.0
DEBT SERVICE	55,150.00	.00	.00	55,150.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,339,957.00</u>	<u>173,891.56</u>	<u>906,356.66</u>	<u>1,433,600.34</u>	<u>38.7</u>
FIRE:					
PERSONAL SERVICES	187,554.00	14,506.04	72,572.07	114,981.93	38.7
MATERIAL AND SERVICES	103,000.00	3,537.02	38,657.60	64,342.40	37.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	45,519.00	30,579.01	30,579.01	14,939.99	67.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>336,073.00</u>	<u>48,622.07</u>	<u>141,808.68</u>	<u>194,264.32</u>	<u>42.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	174,119.00	11,063.81	68,831.92	105,287.08	39.5
MATERIAL AND SERVICES	90,800.00	941.83	7,133.32	83,666.68	7.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	264,919.00	12,005.64	75,965.24	188,953.76	28.7
PARKS & RECREATION:					
PERSONAL SERVICES	246,173.00	16,098.88	94,159.78	152,013.22	38.3
MATERIAL AND SERVICES	87,200.00	6,294.68	43,300.86	43,899.14	49.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	49,000.00	4,031.88	20,159.40	28,840.60	41.1
TRANSFERS OUT	.00	.00	.00	.00	.0
	382,373.00	26,425.44	157,620.04	224,752.96	41.2
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	194,630.00	15,567.71	77,053.59	117,576.41	39.6
MATERIAL AND SERVICES	33,700.00	1,631.46	16,990.24	16,709.76	50.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	228,330.00	17,199.17	94,043.83	134,286.17	41.2
SWIMMING POOL:					
PERSONAL SERVICES	61,112.00	.00	51,286.17	9,825.83	83.9
MATERIAL AND SERVICES	43,000.00	1,459.05	13,445.66	29,554.34	31.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	104,112.00	1,459.05	64,731.83	39,380.17	62.2
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	145,500.00	16,193.66	63,689.71	81,810.29	43.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	243,500.00	.00	.00	243,500.00	.0
CONTINGENCIES AND RESERVES	652,530.00	.00	.00	652,530.00	.0
	1,041,530.00	16,193.66	63,689.71	977,840.29	6.1
	5,027,069.00	340,095.94	1,664,667.10	3,362,401.90	33.1
	(950,000.00)	1,950,115.31	961,421.98	(1,911,421.98)	101.2

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	485,000.00	32,700.55	136,461.48	348,538.52	28.1
OTHER REVENUE	13,650.00	700.00	2,089.52	11,560.48	15.3
TRANSFER IN	.00	.00	.00	.00	.0
	<u>498,650.00</u>	<u>33,400.55</u>	<u>138,551.00</u>	<u>360,099.00</u>	<u>27.8</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,515.00	15,260.73	79,365.21	126,149.79	38.6
MATERIAL AND SERVICES	205,000.00	16,876.48	75,287.83	129,712.17	36.7
CAPITAL OUTLAY	107,000.00	.00	.00	107,000.00	.0
DEBT SERVICE	27,583.00	360.17	1,800.77	25,782.23	6.5
TRANSFERS OUT	31,582.00	.00	.00	31,582.00	.0
CONTINGENCIES AND RESERVES	121,970.00	.00	.00	121,970.00	.0
	<u>698,650.00</u>	<u>32,497.38</u>	<u>156,453.81</u>	<u>542,196.19</u>	<u>22.4</u>
	<u>698,650.00</u>	<u>32,497.38</u>	<u>156,453.81</u>	<u>542,196.19</u>	<u>22.4</u>
	<u>(200,000.00)</u>	<u>903.17</u>	<u>(17,902.81)</u>	<u>(182,097.19)</u>	<u>(9.0)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,637,000.00	109,922.89	754,021.89	882,978.11	46.1
OTHER INCOME	54,500.00	10,207.50	23,616.97	30,883.03	43.3
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,691,500.00</u>	<u>120,130.39</u>	<u>777,638.86</u>	<u>913,861.14</u>	<u>46.0</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	361,597.00	25,912.21	133,401.07	228,195.93	36.9
MATERIAL AND SERVICES	197,500.00	12,103.68	101,931.64	95,568.36	51.6
CAPITAL OUTLAY	50,000.00	5,084.95	11,704.91	38,295.09	23.4
DEBT SERVICE	14,900.00	398.38	1,991.94	12,908.06	13.4
	<u>623,997.00</u>	<u>43,499.22</u>	<u>249,029.56</u>	<u>374,967.44</u>	<u>39.9</u>
WATER TREATMENT:					
PERSONAL SERVICES	311,891.00	24,323.86	123,793.98	188,097.02	39.7
MATERIAL AND SERVICES	242,000.00	22,693.06	96,488.07	145,511.93	39.9
CAPITAL OUTLAY	20,500.00	.00	2,384.49	18,115.51	11.6
DEBT SERVICE	14,900.00	398.38	1,991.94	12,908.06	13.4
TRANSFERS OUT	589,386.00	.00	.00	589,386.00	.0
CONTINGENCIES AND RESERVES	178,826.00	.00	.00	178,826.00	.0
	<u>1,357,503.00</u>	<u>47,415.30</u>	<u>224,658.48</u>	<u>1,132,844.52</u>	<u>16.6</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,981,500.00</u>	<u>90,914.52</u>	<u>473,688.04</u>	<u>1,507,811.96</u>	<u>23.9</u>
	<u>(290,000.00)</u>	<u>29,215.87</u>	<u>303,950.82</u>	<u>(593,950.82)</u>	<u>104.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,129,300.00	255,338.14	1,331,985.52	1,797,314.48	42.6
OTHER REVENUE	10,000.00	.00	444.44	9,555.56	4.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,134,800.00</u>	<u>255,338.14</u>	<u>1,332,429.96</u>	<u>1,802,370.04</u>	<u>42.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	528,144.00	40,919.00	209,053.58	319,090.42	39.6
MATERIAL AND SERVICES	243,700.00	8,103.78	54,340.07	189,359.93	22.3
CAPITAL OUTLAY	15,000.00	.00	2,384.49	12,615.51	15.9
DEBT SERVICE	14,900.00	398.39	1,991.95	12,908.05	13.4
TRANSFERS OUT	149,966.00	.00	.00	149,966.00	.0
	<u>951,710.00</u>	<u>49,421.17</u>	<u>267,770.09</u>	<u>683,939.91</u>	<u>28.1</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	536,014.00	41,802.85	206,510.92	329,503.08	38.5
MATERIAL AND SERVICES	582,300.00	47,163.29	169,012.23	413,287.77	29.0
CAPITAL OUTLAY	10,000.00	.00	2,384.49	7,615.51	23.8
DEBT SERVICE	14,900.00	398.39	1,991.95	12,908.05	13.4
TRANSFERS OUT	1,230,044.00	.00	.00	1,230,044.00	.0
CONTINGENCIES AND RESERVES	314,332.00	.00	.00	314,332.00	.0
	<u>2,687,590.00</u>	<u>89,364.53</u>	<u>379,899.59</u>	<u>2,307,690.41</u>	<u>14.1</u>
	<u>3,639,300.00</u>	<u>138,785.70</u>	<u>647,669.68</u>	<u>2,991,630.32</u>	<u>17.8</u>
	<u>(504,500.00)</u>	<u>116,552.44</u>	<u>684,760.28</u>	<u>(1,189,260.28)</u>	<u>135.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	534,592.00	484,786.35	488,480.08	46,111.92	91.4
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	3,000.00	5.35	5.53	2,994.47	.2
	<u>537,592.00</u>	<u>484,791.70</u>	<u>488,485.61</u>	<u>49,106.39</u>	<u>90.9</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	2,125.00	2,125.00	32,875.00	6.1
CAPITAL OUTLAY	391,853.00	.00	.00	391,853.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>877,592.00</u>	<u>2,125.00</u>	<u>2,125.00</u>	<u>875,467.00</u>	<u>.2</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>877,592.00</u>	<u>2,125.00</u>	<u>2,125.00</u>	<u>875,467.00</u>	<u>.2</u>
	<u>(340,000.00)</u>	<u>482,666.70</u>	<u>486,360.61</u>	<u>(826,360.61)</u>	<u>143.1</u>

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/17	12/17/2017	80328	3093	Shelton Turnbull Printers Inc	10-00-2005	244.99- V
12/17	12/07/2017	80504	5004	Blumenthal Uniforms & Equipment	10-00-2005	254.24
12/17	12/07/2017	80505	3622	Boardwalk Mail Services	25-00-2005	19.89
12/17	12/07/2017	80506	313	Brookings Vol Firefighters	10-00-2005	2,250.00
12/17	12/07/2017	80507	715	Budge McHugh Supply	20-00-2005	1,557.46
12/17	12/07/2017	80508	5567	CAL/OR Insurance Specialists Inc	30-00-2005	683.33
12/17	12/07/2017	80509	193	Central Equipment Co, Inc	25-00-2005	169.57
12/17	12/07/2017	80510	5822	Chaves Consulting Inc	49-00-2005	370.20
12/17	12/07/2017	80511	3834	Clean Sweep Janitorial Service	20-00-2005	1,780.00
12/17	12/07/2017	80512	5827	Coastal Investments LLC	10-00-2005	1,130.00
12/17	12/07/2017	80513	173	Curry Equipment	25-00-2005	454.70
12/17	12/07/2017	80514	317	DCBS - Fiscal Services	10-00-2005	309.82
12/17	12/07/2017	80515	185	Del Cur Supply	50-00-2005	199.70
12/17	12/07/2017	80516	1	Lauren Golden	20-00-2005	182.08
12/17	12/07/2017	80517	1	Ryan Rolfs	20-00-2005	103.58
12/17	12/07/2017	80518	1	West Orthodontics	20-00-2005	230.96
12/17	12/07/2017	80519	2067	Enviro-Clean Equipment	20-00-2005	275.72
12/17	12/07/2017	80520	3342	Fastenal	25-00-2005	858.52
12/17	12/07/2017	80521	2186	Ferguson Enterprises Inc #3011	20-00-2005	9,478.64
12/17	12/07/2017	80522	5642	Financial Pacific Leasing	10-00-2005	4,031.88
12/17	12/07/2017	80523	5432	First Community Credit Union	25-00-2005	812.99
12/17	12/07/2017	80524	4646	Frontier	30-00-2005	741.95
12/17	12/07/2017	80525	4978	Grants Pass Daily Courier	25-00-2005	82.28
12/17	12/07/2017	80526	3961	Grizzly Fence & Construction	55-00-2005	180.00
12/17	12/07/2017	80527	199	Richard Harper	10-00-2005	400.00
12/17	12/07/2017	80528	4171	In-Motion Graphics	10-00-2005	164.20
12/17	12/07/2017	80529	162	Kerr Hardware	10-00-2005	1,067.83
12/17	12/07/2017	80530	328	Les Schwab Tire Center	25-00-2005	647.32
12/17	12/07/2017	80531	4981	McLennan Excavation, Inc	54-00-2005	117,142.17
12/17	12/07/2017	80532	4269	Milliman, Gary	10-00-2005	67.50
12/17	12/07/2017	80533	685	Neilson Research Corporation	25-00-2005	82.80
12/17	12/07/2017	80534	4487	Net Assets Corporation	10-00-2005	210.00
12/17	12/07/2017	80535	4781	OHA Cashier	20-00-2005	200.00
12/17	12/07/2017	80536	3561	Oil Can Henry's	10-00-2005	187.95
12/17	12/07/2017	80537	279	One Call Concepts, Inc	20-00-2005	34.32
12/17	12/07/2017	80538	5008	Online Information Services	10-00-2005	122.34
12/17	12/07/2017	80539	5390	O'Reilly Automotive, Inc	10-00-2005	25.00
12/17	12/07/2017	80540	322	Postmaster	25-00-2005	850.00
12/17	12/07/2017	80541	1840	Rogue Credit Union	50-00-2005	2,497.61
12/17	12/07/2017	80542	3487	Tailored Solutions Corp	10-00-2005	721.00
12/17	12/07/2017	80543	142	Tidewater Contractors Inc	55-00-2005	151,771.80
12/17	12/07/2017	80544	5623	True North Emergency Equipment	25-00-2005	53.04
12/17	12/07/2017	80545	861	Village Express Mail Center	10-00-2005	53.88
12/17	12/07/2017	80546	2122	Cardmember Service	10-00-2005	6,195.35
12/17	12/07/2017	80547	169	Waste Connections Inc	10-00-2005	2,342.21
12/17	12/07/2017	80548	551	Western Pacific Tree Serv Inc	10-00-2005	1,400.00
12/17	12/07/2017	80549	4220	Woof's Dog Bakery	61-00-2005	130.98
12/17	12/14/2017	80550	5833	Angel's Carpet Cleaning Service	10-00-2005	150.00
12/17	12/14/2017	80551	4734	Aramark Uniform Services	10-00-2005	120.00
12/17	12/14/2017	80552	5704	Azalea Society of America	10-00-2005	90.00
12/17	12/14/2017	80553	4363	Black & Rice LLP	10-00-2005	3,111.71
12/17	12/14/2017	80554	5220	CandyApple Productions	15-00-2005	1,865.00
12/17	12/14/2017	80555	5070	Canon Solutions America	10-00-2005	923.55

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/17	12/14/2017	80556	5305	Carrot-Top Industries, Inc.	10-00-2005	247.16
12/17	12/14/2017	80557	3015	Charter Communications	10-00-2005	714.96
12/17	12/14/2017	80558	4882	Coastal Heating & Air	50-00-2005	404.00
12/17	12/14/2017	80559	183	Colvin Oil Company	25-00-2005	3,691.01
12/17	12/14/2017	80560	166	Dan's Auto & Marine Electric	25-00-2005	237.04
12/17	12/14/2017	80561	259	Da-Tone Rock Products	20-00-2005	1,955.27
12/17	12/14/2017	80562	1	Jennifer Costa	20-00-2005	209.74
12/17	12/14/2017	80563	1	Larry & Mildred East	20-00-2005	34.47
12/17	12/14/2017	80564	1	Catherine Hernandez	20-00-2005	156.77
12/17	12/14/2017	80565	1	Jeff & Shelly Zaniewski	20-00-2005	30.09
12/17	12/14/2017	80566	4714	Dept of Consumer & Business Services	25-00-2005	224.00
12/17	12/14/2017	80567	5718	Don Kirk Construction Inc	50-00-2005	200.00
12/17	12/14/2017	80568	153	Ferrellgas	25-00-2005	539.72
12/17	12/14/2017	80569	529	Flora Pacifica Inc	50-00-2005	7,704.25
12/17	12/14/2017	80570	4646	Frontier	30-00-2005	114.53
12/17	12/14/2017	80571	4989	Gaylord Klinefelter Contracting Inc	50-00-2005	2,880.00
12/17	12/14/2017	80572	5657	Gold Form & Label Company	25-00-2005	1,971.13
12/17	12/14/2017	80573	167	Hach Company	25-00-2005	520.31
12/17	12/14/2017	80574	3408	IDEXX Distribution Inc	25-00-2005	147.17
12/17	12/14/2017	80575	4171	In-Motion Graphics	10-00-2005	50.33
12/17	12/14/2017	80576	4573	Methodworks	25-00-2005	2,461.00
12/17	12/14/2017	80577	5834	Oregon South Coast Fishermen	32-00-2005	1,500.00
12/17	12/14/2017	80578	187	Quality Fast Lube & Oil	10-00-2005	95.00
12/17	12/14/2017	80579	207	Quill Corporation	10-00-2005	177.25
12/17	12/14/2017	80580	3	Ron Reel	20-00-2005	92.92
12/17	12/14/2017	80581	5730	Spectrum Reach	32-00-2005	1,000.00
12/17	12/14/2017	80582	380	Stadelman Electric Inc	25-00-2005	100.00
12/17	12/14/2017	80583	861	Village Express Mail Center	10-00-2005	15.95
12/17	12/14/2017	80584	169	Waste Connections Inc	10-00-2005	132.40
12/17	12/14/2017	80585	151	Western Communications, Inc.	32-00-2005	566.00
12/17	12/14/2017	80586	5694	Wild Rivers Coast Foundation for Dance	32-00-2005	2,000.00
12/17	12/21/2017	80587	4797	Anthony Baron	55-00-2005	74.00
12/17	12/21/2017	80588	4939	BI- Mart Corporation	25-00-2005	42.05
12/17	12/21/2017	80589	193	Central Equipment Co, Inc	50-00-2005	4,000.00
12/17	12/21/2017	80590	4928	CIS Trust	10-00-2005	35,543.15
12/17	12/21/2017	80591	4882	Coastal Heating & Air	25-00-2005	4,898.31
12/17	12/21/2017	80592	5825	David Evans and Associates Inc	58-00-2005	2,779.61
12/17	12/21/2017	80593	1	Caitlin Cottrill	20-00-2005	191.12
12/17	12/21/2017	80594	1	Anthony Cuthbertson	20-00-2005	247.72
12/17	12/21/2017	80595	1	Robert & Arlene Ingram	20-00-2005	300.00
12/17	12/21/2017	80596	1	Francisca Van Lith	20-00-2005	29.72
12/17	12/21/2017	80597	1	William Zimmerman	20-00-2005	5.00
12/17	12/21/2017	80598	2640	Dyer Partnership Inc., The	54-00-2005	60,172.34
12/17	12/21/2017	80599	4646	Frontier	25-00-2005	886.62
12/17	12/21/2017	80600	4980	iSecure	10-00-2005	33.00
12/17	12/21/2017	80601	4793	Nor-Pac Power Systems LLC	25-00-2005	5,900.00
12/17	12/21/2017	80602	5364	North Central Laboratories	25-00-2005	766.27
12/17	12/21/2017	80603	3935	Northern California Glove	25-00-2005	340.00
12/17	12/21/2017	80604	4748	Northstar Chemical, Inc	25-00-2005	3,240.00
12/17	12/21/2017	80605	4781	OHA Drinking Water Services	20-00-2005	350.00
12/17	12/21/2017	80606	5835	ORCA Heating & Refrigeration Inc	25-00-2005	454.80
12/17	12/21/2017	80607	4970	Outdoor Creations Inc	10-00-2005	5,540.00
12/17	12/21/2017	80608	207	Quill Corporation	10-00-2005	442.69
12/17	12/21/2017	80609	444	Secretary of State	75-00-2005	340.00
12/17	12/21/2017	80610	3093	Shelton Turnbull Printers Inc	10-00-2005	244.99
12/17	12/21/2017	80611	380	Stadelman Electric Inc	25-00-2005	2,322.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/17	12/21/2017	80612	5167	Trojan Technologies	25-00-2005	1,630.13
12/17	12/21/2017	80613	108	VWR International Inc	25-00-2005	363.08
12/17	12/21/2017	80614	169	Waste Connections Inc	25-00-2005	4,735.13
12/17	12/21/2017	80615	5836	WesTech Engineering Inc	20-00-2005	696.00
12/17	12/28/2017	80616	1621	10-10 Express Tow & Recycle	10-00-2005	150.00
12/17	12/28/2017	80617	817	Auto Additions Inc	10-00-2005	47.50
12/17	12/28/2017	80618	4788	BOLI	59-00-2005	515.29
12/17	12/28/2017	80619	5070	Canon Solutions America	10-00-2005	79.27
12/17	12/28/2017	80620	822	Coast Auto Center	10-00-2005	1,987.53
12/17	12/28/2017	80621	183	Colvin Oil Company	10-00-2005	2,568.97
12/17	12/28/2017	80622	182	Coos-Curry Electric	10-00-2005	29,820.05
12/17	12/28/2017	80623	648	Curry County Sheriffs Office	10-00-2005	4,428.64
12/17	12/28/2017	80624	4746	Curry County Treasurer	10-00-2005	330.00
12/17	12/28/2017	80625	5285	Custom Micro Interactive	10-00-2005	3,000.00
12/17	12/28/2017	80626	284	Day Management Corp	10-00-2005	3,965.00
12/17	12/28/2017	80627	1	L R Mitnacht	20-00-2005	2.55
12/17	12/28/2017	80628	1	Joni Toews	20-00-2005	214.99
12/17	12/28/2017	80629	371	Dept. of Environmental Quality	25-00-2005	320.00
12/17	12/28/2017	80630	4876	D'sineZ	50-00-2005	735.00
12/17	12/28/2017	80631	5837	Emergency Veterinary Hospital Inc	61-00-2005	2,406.90
12/17	12/28/2017	80632	2067	Enviro-Clean Equipment	25-00-2005	418.00
12/17	12/28/2017	80633	2186	Ferguson Enterprises Inc #3011	20-00-2005	4,900.80
12/17	12/28/2017	80634	5092	Flint Trading Inc	15-00-2005	1,320.00
12/17	12/28/2017	80635	4646	Frontier	10-00-2005	189.92
12/17	12/28/2017	80636	4989	Gaylord Klinefelter Contracting Inc	50-00-2005	2,118.00
12/17	12/28/2017	80637	139	Harbor Logging Supply	25-00-2005	392.32
12/17	12/28/2017	80638	283	Muffler & More	10-00-2005	210.00
12/17	12/28/2017	80639	340	NFPA	10-00-2005	175.00
12/17	12/28/2017	80640	4781	OHA Cashier	20-00-2005	140.00
12/17	12/28/2017	80641	3561	Oil Can Henry's	10-00-2005	46.48
12/17	12/28/2017	80642	5155	Oregon Department of Revenue	10-00-2005	1,156.25
12/17	12/28/2017	80643	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
12/17	12/28/2017	80644	5768	Proficient Auto Center Inc	25-00-2005	57.50
12/17	12/28/2017	80645	3	Kathy Flinders	20-00-2005	2.46
12/17	12/28/2017	80646	3	Optimum Property Management	20-00-2005	78.91
12/17	12/28/2017	80647	5298	Sea Clear Window Cleaning	15-00-2005	1,750.00
12/17	12/28/2017	80648	956	Suiter's Paint & Body	10-00-2005	1,848.60
12/17	12/28/2017	80649	142	Tidewater Contractors Inc	25-00-2005	353.50
12/17	12/28/2017	80650	861	Village Express Mail Center	10-00-2005	65.92
12/17	12/28/2017	80651	4220	Woof's Dog Bakery	61-00-2005	130.98
12/17	12/28/2017	80652	4131	Zumar Industries Inc	15-00-2005	691.98
Grand Totals:						552,399.34

Committee Vacancies

Date: January 8, 2018

Re: Vacant Volunteer Positions

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

Position	Held By	Month/ Day	Year Expires	Term/ Years
Budget #1	VACANT	2/1	2018	3
Budget #2	VACANT	2/1	2019	3
Traffic Safety #1	VACANT	1/14	2018	2
Traffic Safety #2	VACANT	1/14	2019	2