

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, January 22, 2018, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies

1. Resolution of Commendation [Councilor Hamilton, Pg. 3]
 - a. Resolution 18-R-1128 [Pg. 4]

E. Oral Requests and Communications from the audience

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

F. Staff Reports

1. Structural Engineering Contract for PD/FD Seismic Retrofit [PWDS, Pg. 5]
 - a. WRK Contract [Pg. 6]
2. Chetco Bar Fire Salvage Logging Support Letter [City Manager, Pg. 21]
 - a. MacWhorter Letter [Pg. 22]
 - b. Draft Support Letter [Pg. 31]
3. South Coast Regional Tourism Network MOU [City Manager, Pg. 32]
 - a. Memorandum of Understanding [Pg. 33]
 - b. Purpose and Objectives [Pg. 34]
 - c. Network Coordinator Job Description [Pg. 36]
4. ORREC Update [City Manager, Pg. 39]
 - a. Past Council Agenda reports [Pg. 40]
5. Fireworks Funding [City Recorder, Pg. 43]
 - a. Letter of Request [Pg. 44]

G. Consent Calendar

1. Approve Council minutes for January 8, 2018 [Pg. 45]
2. Receive monthly financial report for December 2017 [Pg. 48]

H. Remarks from Mayor and Councilors

1. Reports from Council Liaisons

I. 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 22, 2018

Signature (submitted by)

Originating Dept: Councilor Hamilton

City Manager Approval

Subject: Commendation for Tim Buehler and family for dedication and service to Scouting

Recommended Motion: Motion to Adopt Resolution 18-R-1128, commending Tim Buehler and the entire Buehler family for their dedication and service to Scouting

Background/Discussion:

Councilor Hamilton requested staff to bring to City Council recognition of Tim Buehler and his entire family.

Mr. Buehler, a life-long Scout and Eagle Scout, recently resigned after twenty-five years as Scout Master of Troop 32.

His achievements in Scouting, as well as those by the other members of his family, are numerous, including being the youngest person in Curry County to ever receive the Silver Beaver Award.

Councilor Hamilton has requested City Council recognize Mr. Buehler and his family with a Resolution of Commendation.

Attachments:

- a. Resolution 18-R-1128

RESOLUTION OF COMMENDATION TIM BUEHLER AND FAMILY

RESOLUTION 18-R-1128 OF THE CITY COUNCIL OF THE CITY OF BROOKINGS COMMENDING TIM BUEHLER AND THE ENTIRE BUEHLER FAMILY ON THEIR DEDICATION TO SCOUTING

WHEREAS, Tim Buehler has served as Scout Master of Boy Scout Troop 32 for twenty-five years from 1992 until September of 2017; and

WHEREAS, during his tenure as Scout Master, 31 Scouts achieved the Eagle designation; and

WHEREAS, during his tenure as Scout Master, Mr. Buehler increased membership in Troop 32 by nearly 300 percent; and

WHEREAS, in 1996, Mr. Buehler was the youngest person ever awarded the Silver Beaver Award, a distinguished service award of the Boy Scouts of America presented to adult leaders who have made a significant impact on the lives of youth ; and

WHEREAS, Mr. Buehler, while a Boy Scout, was one of only 1100 individuals in the last 80 years to receive the Hornaday Award for exceptional service in conservation and ecology; and

WHEREAS, the entire Buehler family has embraced, promoted and excelled in Scouting, with wife Cheryl serving as a Girl Scout Leader, daughter Laurie earning both the Girl Scout Gold Award and the Boy Scout Venturing Summit Award, and son Ben earning the rank of Eagle Scout.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brookings does hereby commend Tim Buehler and the entire Buehler family for their dedication to the ideals of Scouting and wishes to recognize them for their Scouting accomplishments.

Mayor Jake Pieper

Councilor Bill Hamilton

Councilor Brent Hodges

Councilor Roger Thompson

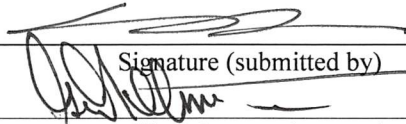
Councilor Dennis Triglia

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 22, 2018

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject: Structural Engineering contract with WRK for Fire Department and Police Department seismic retrofit work.

Recommended Motion: Authorize the City Manager to execute 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.

Financial Impact: None anticipated

The grant budget provides up to \$164,500 of funds for seismic engineering without City matching funds. WRK proposal is for \$159,500

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The City of Brookings (City) received a grant from the Oregon Business Development Department (OBDD) to retrofit the fire and police portions of City Hall for seismic resiliency. This grant was initiated as part of the City's preparedness program.

The total grant amount is \$1,287,988 and the City match is \$209,672. A portion of the grant budget is for structural engineering. This amount is 100% funded and does not require City matching funds unless the amount exceeds \$164,500.

A request for proposals (RFP) was published in The Pilot as required by City code and at the Pamplin Media Group to obtain exposure throughout the Pacific Northwest. Two engineering groups responded. The respondents were David Evans & Associates and WRK Engineers, Inc. The proposals were received, reviewed and scored. All evaluators independently scored the proposals. WRK had an overall average score of 96.3 and DEA had an overall average score of 87.41. Please note that for professional services, we are following the qualification based selection process.

Staff recommends executing a contract with WRK Engineers, Inc. to perform the structural engineering and construction observation work for this project.

Attachment(s):

A. WRK Contract

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 18-001

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and **WRK Engineers** (Contractor). The City's Project Manager for this Contract is **Anthony Baron**.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on **January 23, 2018** or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before **November 30, 2019**.

2. Statement of Work.

The work under this contract is for **Police and Fire Department Seismic Retrofit Project**. 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*):

 X a lump sum not to exceed **\$ 159,500.00**

 time and materials not to exceed an estimated sum of \$.

 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 contact by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): WRK Engineers

Contact Name/Title: Brian Knight, President Phone: _____

Fax: _____ E-Mail: _____

Address: 215 W. 12th Street, Suite 202, Vancouver, WA 98660

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

State Tax ID #: _____ Brookings Bus Lic.# _____ CCB#: _____

Citizenship: Nonresident alien ☐ Yes ☐ No

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

☐ Corporation ☐ Government ☐ Nonprofit

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

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

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

Signed by Contractor: _____
Signature/Title Date

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

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 PROFESSIONAL SERVICES CONTRACTS**

1. Contractor is Independent Contractor

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

2. Subcontracts and Assignment

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

3. No Third Party Beneficiaries

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

4. Successors in Interest

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

5. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate this Contract for any reason deemed appropriate in its sole discretion by giving Contractor at least 7 calendar days' advanced written notice of termination.
- 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 calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

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

7. Remedies

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

8. Notices

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

9. Access to Records

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

10. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and

comment shall not be considered as owned, used or retained by the City until the final document is submitted.

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

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

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

11. Compliance with Applicable Law

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

12. Indemnity and Hold Harmless

- a. Except for the professional negligent acts covered by paragraph 12.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. The City shall defend, save, hold harmless, and indemnify Contractor, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the willful or negligent acts or omissions of the City or its officers, employees, subcontractors, or agents that is related to the services provided under this Contract.

13. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

14. Waiver

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

15. 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 City liquidated damages in the amount of 10 percent (10%) of the contract price, or \$500, whichever is greater, for each day work is not completed following the scheduled completion date.

16. Professional Standards; Errors

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

17. Governing Law

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

18. 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.

19. Business License

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

20. Merger Clause

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

EXHIBIT A
STATEMENT OF WORK, COMPENSATION
and
PAYMENT SCHEDULE

Provide engineering and seismic design services for **Police and Fire Department Seismic Retrofit Project** as per Request for Qualifications dated October 23, 2017 and the attached cost estimate from WRK.

Payment shall be in the amount of \$ 159,500.00, 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 279B.220 Conditions concerning payment, contributions, liens, withholding.

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

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

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

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

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

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention,

incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

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

ORS 279B.235 Condition concerning hours of labor.

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

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

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

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

- (2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or

by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

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

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

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

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

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

(1) As used in this section:

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

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

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

STATUTORY REFERENCES OF INTEREST

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

EXHIBIT C

PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

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.

II. 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.

III. 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.

IV. CERTIFICATION

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

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT E

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

	Responsible Party	Total	Part I Programming Schematic Design	Part II Design Development Services	Part III Construction Document Services	Part IV Bidding Services	Part V Construction & Contract Admin.	Part VI Warranty Period Services
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Note: For Basic Services refer to Design Responsibility Matrix Attachment C

Construction Estimated Cost per RFP		1,497,660	1,497,660	1,497,660	1,497,660	1,497,660	1,497,660	1,497,660
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TOTAL FEES

Total 'Normal' Design Fee Rate	Basic Services	10.65%	1.06%	2.13%	4.79%	0.32%	2.13%	0.21%
Total 'Normal' Design Fee	Basic Services	159,500	15,950	31,900	71,775	4,785	31,900	3,190

STRUCTURAL DESIGN

Basic Building Cost Fee Rate %	Basic Services	9.01%	0.91%	1.81%	4.07%	0.27%	1.81%	0.18%
Structural Design Fee	Basic Services	135,000	13,500	27,000	60,750	4,050	27,000	2,700
Reimbursable Expenses	Basic Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00

PRIMARY SUB-CONSULTANTS

(Note: These services may be performed directly by responding firm)

Basic Building Cost Fee Rate %	Basic Services	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Mech-Plumbing Design Fee	Basic Services	0	0	0	0	0	0	0

Basic Building Cost Fee Rate %	Basic Services	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Electrical / Low Voltage; Design Fee	Basic Services	0	0	0	0	0	0	0

Basic Building Cost Fee Rate %	Basic Services	1.23%	0.12%	0.25%	0.56%	0.04%	0.25%	0.02%
Architectural Design Fee	Basic Services	18,400	1,840	3,680	8,280	552	3,680	368

Basic Building Cost Fee Rate %	Basic Services	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Civil Design Fee	Basic Services	0	0	0	0	0	0	0

Basic Building Cost Fee Rate %	Basic Services	0.41%	0.41%	0.00%	0.00%	0.00%	0.00%	0.00%
Materials Testing Design Fee	Basic Services	6,100	6,100	0	0	0	0	0

TOTAL PRIMARY SUB-CONSULTS		24,500	7,940	3,680	8,280	552	3,680	368
Reimbursable Expenses	Basic Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Structural Fee %	Basic Services	9.01%	0.91%	1.81%	4.07%	0.27%	1.81%	0.18%
Total Primary Sub-Consultant Fee %	Basic Services	1.64%	0.53%	0.25%	0.56%	0.04%	0.25%	0.02%

SPECIAL SUB-CONSULTANTS

(Note: These services may be performed directly by responding firm)

Specialty Lighting	Basic service	0	0	0	0	0	0	0
Graphics & Signage Code, Room	Basic service	0	0	0	0	0	0	0

Security	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sustainability	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Value Analysis / Value Engineering	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Parking Consultant	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire/Life Safety	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Food Service	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Elevator Consultant (If elevator is applicable)	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hardware	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
A/E PEER review ; QA/QC	Basic service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SPECIAL SUB-CONSULTANTS		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reimbursable Expenses NTE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Architecture Fee %	A/E	9%	1%	2%	4%	0%	2%	0%	0%	0%
Total Primary Sub-Consultant Fee %	A/E	2%	1%	0%	1%	0%	0%	0%	0%	0%
Total Special Sub-Consultants Fee %		0%	0%	0%	0%	0%	0%	0%	0%	0%

FEE BUDGET SUMMARY

Total Structural Fees	A/E	135,000	13,500	27,000	60,750	4,050	27,000	2,700
Total Primary Sub-Consultant Fees	A/E	24,500	7,940	3,680	8,280	552	3,680	368
Total 'Normal' Design Fees	A/E	159,500	21,440	30,680	69,030	4,602	30,680	3,068
Percent of Construction Cost	A/E	10.65%	1.43%	2.05%	4.61%	0.31%	2.05%	0.20%

Total Special Sub-Consultants Fees	A/E	0	0	0	0	0	0	0
Total Design Fees	A/E	159,500	21,440	30,680	69,030	4,602	30,680	3,068
Percent of Construction Cost	A/E	10.65%	1.43%	2.05%	4.61%	0.31%	2.05%	0.20%

Total Reimbursable Expenses	A/E	0	0	0	0	0	0	0
Total Design Fees & Expenses	A/E	159,500	21,440	30,680	69,030	4,602	30,680	3,068

Vibration/Acoustics	Suppl. Service	0	0	0	0	0	0	0
Non Code Required Signage & Wayfinding	Suppl. Service	0	0	0	0	0	0	0
Building Envelope Consultant	Suppl. Service	0	0	0	0	0	0	0
Roofing Consultant	Suppl. Service	0	0	0	0	0	0	0
FFE - Furnishings, Fixtures & Equipment	Suppl. Service	0	0	0	0	0	0	0
TOTAL SUPPLEMENTAL SERVICES		0	0	0	0	0	0	0
Reimbursable Expenses NTE		0	0.00	0.00	0.00	0.00	0.00	0.00

COMPLETE FEE W/ REIMBURSABLES	A/E	159,500	21,440	30,680	69,030	4,602	30,680	3,068
PERCENT OF CONSTRUCTION COST	A/E	10.65%	1.43%	2.05%	4.61%	0.31%	2.05%	0.20%

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 22, 2018

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval


Subject: Chetco Bar Fire Salvage Logging Support Letter

Recommended Motion:

Motion to authorize the Mayor to execute a letter supporting the proposed plan for salvage logging in the Chetco Bar Fire burn area.

Financial Impact:

Significant potential economic benefit to the Brookings community.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City received a letter (copy attached) dated January 5, 2018, from Rogue River-Siskiyou National Forest Supervisor Robert MacWhorter seeking comments on a project proposal to harvest fire-killed trees in the Chetco Bar Fire burn area.

Staff has prepared a draft letter for the Council's consideration supporting the proposed salvage plan. The topic of salvage logging was discussed at several meetings of the Chetco Bar Fire Recovery Council. At those meetings there appeared to be widespread support for maximizing the salvage of burned and dying trees as an economic resource for Curry County. Staff has also discussed this matter with South Coast Lumber Company management who stressed the importance of salvaging the trees within 24 months in order to avoid insect damage to the lumber, which would make the trees virtually valueless.

Attachment(s):

- a. Letter from National Forest Supervisor Robert MacWhorter.
- b. Draft support letter.



File Code: 1950

Date: January 5, 2018

Dear interested citizens,

I would like to know your concerns, questions, and suggestions regarding a project proposal to harvest fire-killed trees in the 2017 Chetco Bar fire area. The intent of this project is to recover marketable value in fire-killed trees within matrix allocated lands before they become unsuitable for processing by local mills. I am inviting your comments on the Chetco Fire Salvage project. Your comments will help us identify issues to be considered during the review of this proposed action.

Context of Proposal

The Chetco Bar fire was started by a lightning strike in the Kalmiopsis wilderness near the Chetco River; the fire was reported on July 12, 2017. The Chetco Bar fire spanned two districts on the Rogue River-Siskiyou National Forest (RRSNF). The Chetco Bar fire burned approximately 191,197 acres; approximately 170,321 acres were on National Forest System (NFS) lands. The Chetco Bar fire burned roughly 15% of lands designated as matrix within the fire perimeter. Approximately 85% of the fire on NFS lands occurred within lands where management allocations (such as congressionally reserved areas, late successional reserve (LSR), and riparian reserve) either prohibit post-fire salvage or are required to show ecological beneficial effects of treatments to aid in post-fire ecosystem recovery. The Northwest Forest Plan recognizes the role that natural disturbances play in creating tree defects favorable to wildlife. For example, LSR standards and guidelines outline the need to retain fire-damaged large trees; these trees serve as a key habitat element for wildlife.

In mid-November 2017, the Regional Forester for Region 6 approved the recommendations outlined in the RRSNF Rapid Assessment Team (RAT) report. The RAT report recommends a course of action for addressing the multiple large fires that occurred on the RRSNF during the 2017 fire season. Information guiding recommendations put forth in the RAT report were developed from multiple Burned Area Evaluation Reports (BAER), presentations, and discussions amongst the RRSNF and Region 6 Regional Office team. The RAT report identified treatments needed to address immediate threats to public safety, values at risk, and resource damage.

Along with the recommendation to salvage fire-killed trees in matrix from the Chetco Bar fire, additional recommended courses of action are to: implement BAER activities for each fire (each major fire that occurred on the RRSNF during the summer of 2017 has a BAER course of action tailored to the resource needs for the specific fire)¹; address hazard and danger trees along roads and recreation areas; and pursue post-fire reforestation, restoration and planting opportunities.

¹BAER activities cover actions such as road stabilization, culvert armoring and replacement, and unstable stream crossing removal. Additional BAER treatments likely include culvert replacement, weed spraying, road storm proofing, trail stabilization and hazard abatement.



Within the Chetco Bar fire perimeter approximately 25,386 acres of lands designated as matrix burned, of which approximately 13,626 acres incurred 50-100% canopy cover loss (forest overstory mortality). Given this scale of the fire-killed trees in the Chetco Bar fire, this proposal requires prioritization of where to focus post-fire salvage efforts. Areas within matrix need to be prioritized for addressing the large amounts of smaller diameter fire-killed trees. The proposed action would need to move forward quickly in order to capture some measure of timber value. According to the forest plans (see Purpose and Need section), matrix lands are where the majority of timber harvest should occur. Focusing on matrix lands helps narrow the scope of proposed actions.

This proposal focuses on salvage within the 13,626 acres of matrix that incurred 50-100% canopy cover loss. In areas where canopy cover loss ranged from 0-50%, the fire effects to the forest ecosystem are often beneficial. The fire effects in these areas are generally described as low severity fires. The effects to the forest include: increased light and available nutrients for early-seral and fire-adapted species, reduction of understory and midstory fuels, conditions that are conducive to development of complex forest structures and diverse species composition due to reductions in stand density and creation of small openings, and improved wildlife habitats for many species.

Salvage in these low severity burned areas is not part of this proposal. Within matrix burned areas with 50-100% canopy loss, the treatment acreage would be reduced due to a combination of factors. Factors that further reduce acres treated include: removing inventoried roadless areas, leaving non-merchantable trees species or size classes, locating and avoiding unmapped riparian reserve areas, determining operability and accessibility via limited road access for harvesting of timber, and considerations for post-fire wildlife habitat. Focusing the salvage efforts to suitable and operationally achievable area and timeframe, while also protecting other resource values is consistent with the direction recommended in the RAT report.

Project Area Location

The Chetco Fire Salvage project (see attachment 1) will evaluate 13,626 acres for feasibility of treatment in Curry County, Oregon. The project area is contained to parts of the Chetco and Pistol River 5th field watersheds. Elevations in the project area range from 200 feet to 3,500 feet. There are many streams within the project planning area. Chetco River bisects the project area. There are many recreation opportunities within the project area, including non-motorized trails, and both dispersed and developed recreation camping opportunities. There are many opportunities for hunting and fishing within the project area.

Purpose and Need for Proposal

The purpose of the Chetco Bar Fire Salvage project is to capture timber value in the matrix land allocations by harvesting dead, dying and/or damaged trees resulting from the 2017 Chetco Bar fire. There is a need to harvest dead and/or dying timber and reforest in a manner that meets objectives of the Siskiyou National Forest Land and Resource Management Plan (LRMP), as amended by the Northwest Forest Plan. The purpose and need in the Northwest Forest Plan states that the Forests covered under this Plan are to maintain a sustainable supply of timber and other forest products that will help maintain the stability of local and regional economies on a predictable and long-term basis (Northwest Forest Plan 1-4). The standards and guidelines for the Northwest Forest Plan provide for the majority of timber harvest and other silvicultural

activities to be conducted in portions of matrix with suitable forest lands. Most scheduled timber harvest takes place in the matrix (Record of Decision for the Northwest Forest Plan C-39).

Project Design and Proposed Action

The proposed action is to address timber salvage in **ONLY** matrix. Matrix is designated by the Northwest Forest Plan. Matrix overlays LRMP designated management area of partial retention visual, retention visual and general forest within the matrix allocation. Focusing treatment within matrix allocated lands and severity of fire narrowed down the scope of the proposal. The Chetco Bar fire burned at various intensities, affecting overstory tree mortality. Stands within the fire area were classified according to overstory burn intensity, see table 1.

Table 1. Overstory canopy cover loss from RAVG¹ remote sensing data

Canopy Cover Loss	Matrix lands only		Chetco Bar Fire total	
	Acres	Percentage	Acres	Percentage
0-25%	4,744	19%	60,649	32%
25-50%	7,016	28%	39,431	21%
50-75%	3,933	15%	30,596	16%
75-100%	9,693	38%	60,522	32%
total	25,386		191,197	

¹ Rapid Assessment of Vegetation Condition after Wildfire ([RAVG](#)), uses remote sensing, Landsat data to assess loss of forest cover from wildfire. This table displays loss of forest canopy cover.

Following standards and guidelines outlined in the Northwest Forest Plan and the LRMP, the Chetco Fire Salvage project proposes harvesting fire-killed trees of all size classes from lands designated as matrix that experienced moderate to high intensity burns. This project would salvage fire-killed or dying trees to provide timber to local mills and economies. Dead or dying trees would be salvaged in areas where operations are economically feasible and would consider potential impacts to sensitive resources and values. The timber value would be prioritized and captured using a salvage prescription as determined by a certified silviculturist.

Harvesting of the fire-killed trees would be conducted through a variety of harvest techniques, including:

- Mechanized harvesting on gentle or moderate slopes, and hand-felling of trees on steep slopes.
- Ground-based skidding on gentle or moderate slopes.
- Skyline (cable) yarding on steep slopes.
- Helicopter logging in areas with no road access.
 - Construction of helicopter landings.
- Reuse of existing road templates for temporary roads.
- Construction of short, new temporary roads, when resource values have been considered or impacts mitigated.

No permanent roads would be constructed with this project. No activities or harvesting of trees would occur in any inventoried roadless areas. Associated activities would include:

- Road reconstruction on the existing transportation network, including activities like culvert replacement, surface rock replacement, fill repair, stabilization, bridgework, and infrastructure repair.

- Road maintenance activities on existing transportation network to facilitate logging operations, including (but not limited to) activities like roadside brushing, grading, and ditch cleaning.
- Erosion control measures to mitigate erosion that may result from operations.
- Felling of non-merchantable species or smaller size classes for site preparation for planting or fuel reduction.
- Fuel reduction and disposal of slash. This may include machine piling, hand-piling, lop and scatter, chipping, mastication, and pile burning.
- Pre and post-harvest invasive species control.
- Post-harvest regeneration surveys, site preparation, and tree planting. Species that may be planted include Douglas-fir, white pine blister rust resistant stock of western white pine and sugar pine, disease resistant stock of Port-Orford-cedar, and other species as appropriate. Replanting of trees would occur within salvage units with insufficient seed sources to ensure natural regeneration in a timely manner.

Existing Condition Leading to Need for Action

In summer of 2017 approximately 191,197 acres burned in the Chetco Bar Fire. Approximately 25,386 acres burned within areas designated as matrix. Within the matrix, 53% (13,626 acres) burned in moderate to high severity, meaning most if not all of the trees are now fire-killed. Large areas of high severity fire effects exist, with no overstory trees alive. A large portion of the 13,626 acres were considered stand replacement. There are large amounts of standing dead trees, with little to no live trees left to contribute forest cover. Timber within this area was scheduled to be harvested over the next 5 to 20 years.

A large proportion of the forests in the proposed action area are composed of small diameter trees (less than 20 inches in diameter). Smaller diameter fire-killed trees lose their value rapidly to insect, pathogens, and the natural deteriorating processes, which would result in little to no economic value to recover. It is important to move quickly in order to capture the value of this timber and to re-establish the next forest.

Most of the high severity burned areas in matrix are in mixed hardwood/conifer stands, with high composition of tanoak. While we expect natural regeneration of mixed species in most areas, some large areas have no remaining live conifer (mostly Douglas-fir) seed source available within seed dispersal distances. Hardwoods that regenerate through sprouting like tanoak, Pacific madrone, alder, and big leaf maple are already sprouting. Without planting of conifer species, large areas could potentially convert from mixed hardwood/conifer stands to hardwood (tanoak) stands.

Desired Condition

The LRMP identifies the intent to obtain a full yield of timber within the capability of the land (page IV-139) as a Goal for the Forest. The Record of Decision (ROD) for the LRMP states that the Forest-wide goal is to “Provide a balance of resource management that will maintain a healthy Forest ecosystem, and help to supply local, regional and National social economic needs” (LRMP ROD page 10) and identifies salvage as an acceptable method for timber harvest (LRMP ROD page 21). Standards and guidelines in the Northwest Forest Plan states objectives for each allocation. Matrix objectives for management after stand-replacing events generally differ from those for Late-Successional Reserves. In matrix, economic benefits of timber

production receive greater consideration. For example, the commercial salvage of dead trees will be less constrained, and replanting disturbed areas will be a high priority (Northwest Forest Plan ROD B-9).

The management objectives of matrix points to the need of harvesting timber; subsequently, it is important to salvage timber and reset the timber production for future harvest opportunities. This timber would be harvested, capturing the economic value that was intended to be sustainably and evenly harvested over time.

Timber harvest could generate revenue for post-fire recovery and restoration such as tree planting. Getting the next cohort of forest growing quickly is important to contribute to future timber production, developing wildlife habitats, and creating resilient forest conditions. Planting is critical for meeting the objective of re-establishing the forest with coniferous components in burned stands that cannot naturally regenerate conifers. Without planting, large areas could potentially convert from mixed hardwood/conifer stands to hardwood (tanoak) stands. An exotic pathogen, sudden oak death (SOD), is present within the fire area and is very effective at killing tanoak. This is a serious concern for the future forests of this area; planting conifers would be important strategy to promote diversity of tree species in the possible scenario that SOD becomes widespread in the Chetco drainage.

Decision to be Made

As the Forest Supervisor for the Rogue River-Siskiyou National Forest, I am the responsible official for this decision. The decision I will make will consider whether to implement the proposed action, or another action alternative, and if so, under what conditions. My decision will be based on the results of the analysis by the Forest Service interdisciplinary team (team) and any public comments received.

As the team complete their evaluation of the project, stand-specific design features will be developed as needed to protect resources in the vicinity. These design features are based on LRMP and Northwest Forest Plan direction, best available science, past experience with fire salvage, and site-specific evaluations. Design features include the implementation of best management practices and mitigation measures and are designed to minimize effects of management activities on natural resources. I expect the team to incorporate these protective elements into the project design. The is working with the U.S. Fish and Wildlife to determine what effects, if any, the project would have on northern spotted owl and marbled murrelet. The team includes a member from U.S. Fish and Wildlife. The Forest is working with the National Marine Fisheries Service to determine what effects, if any, the project would have on southern Oregon/Northern California coast Coho salmon.

Rapid implementation is essential for meeting the purpose and need of the proposed action. Therefore, following direction put forth in 36 CFR 218.21, I intend to submit my request for an emergency situation determination (ESD) to the Chief of the Forest Service. Communities adjacent to the fire were affected by the fire; by allowing for harvest of fire-killed trees, the local mills would recover economic value from wood products.

The Forest recognizes that a short operating window, unknown weather variables, and further wood deterioration would reduce the likelihood of successfully selling and removing wood products in the timeframe needed to avoid a loss of commodity value. An ESD is needed to act before the progressive loss of timber commodity value due to timber deterioration makes salvage

uneconomical and unbeneficial. Continued deterioration has the potential to reduce the Forest Service's ability to accomplish objectives directly related to funding resource restoration. The goal of the ESD to facilitate timely implementation of the proposed action during the 2018 field season. Only the Chief and Associate Chief of the Forest Service may grant an ESD.

If an ESD is determined valid and warranted, the proposed action will be exempt from the objection process. This exemption allows us to implement the proposed action as soon as the environmental analysis is completed and the decision is signed. Rapid implementation following the environmental review would allow us to capture enough commodity value of the trees and in turn, re-establish the forest. If stands are not salvaged and material proposed for removal cannot be sold, some of these stands may not be suitable for future timber production, produce suitable owl habitat, or would not be resilient to non-native pathogens such as SOD. Additionally, increased fuel loading would likely occur within untreated units.

Even if an ESD is granted, many opportunities for the public to be involved in the planning process are available, including responding to this proposed action and throughout the development of the project, and commenting on the environmental analysis.

Public Participation

I recognize the many interests and concerns the public has regarding the salvage of timber on National Forest lands, and that is why I am requesting your comments concerning the Chetco Fire Salvage project. Your comments and feedback will help provide valuable information to the interdisciplinary team (the team) and can help identify additional issues and opportunities not previously identified.

Scoping comments will be accepted throughout the environmental analysis, but your scoping comments will be most useful if they are submitted by January 31, 2018. Comments after that date will be accepted, but your comment may not be able to inform our analysis and our ability to respond effectively could be reduced. More information and PDF versions of maps are available on the project website at: <https://www.fs.usda.gov/project/?project=53150>

An interdisciplinary team has been identified and an analysis is underway to examine this project area for opportunities to harvest dead and/or dying timber in a manner that is consistent with the LMRP and the Northwest Forest Plan. The team's analysis is focused on these desired conditions and a decision is scheduled for May 2018.

Comments may be submitted in writing or through electronic means. Those who respond to this invitation for comments will be notified when the draft environmental assessment is advertised for a thirty day public comment period.

Please address written comments to:

Jessie Berner, Chetco Fire Salvage Coordinator
Gold Beach Ranger District
29279 Ellensburg Ave.
Gold Beach, OR 97444


Electronic comments may be submitted to: comments-pacificnorthwest-siskiyou-goldbeach@fs.fed.us. The subject line must contain the name of the project for which you are submitting comments (i.e., Chetco Fire Salvage project). Acceptable formats for electronic comments are Microsoft Word, Word Perfect, or RTF. Your scoping comments, including names

and addresses, will become part of the public project record. Information submitted anonymously will be accepted and considered; however, anonymous feedback will not provide us with the ability to provide the respondent with subsequent environmental documents.

For more information on the Chetco Bar Project or the NEPA process, contact Chetco Bar IDT Lead, Lori Bailey, at lab Bailey@fs.fed.us.

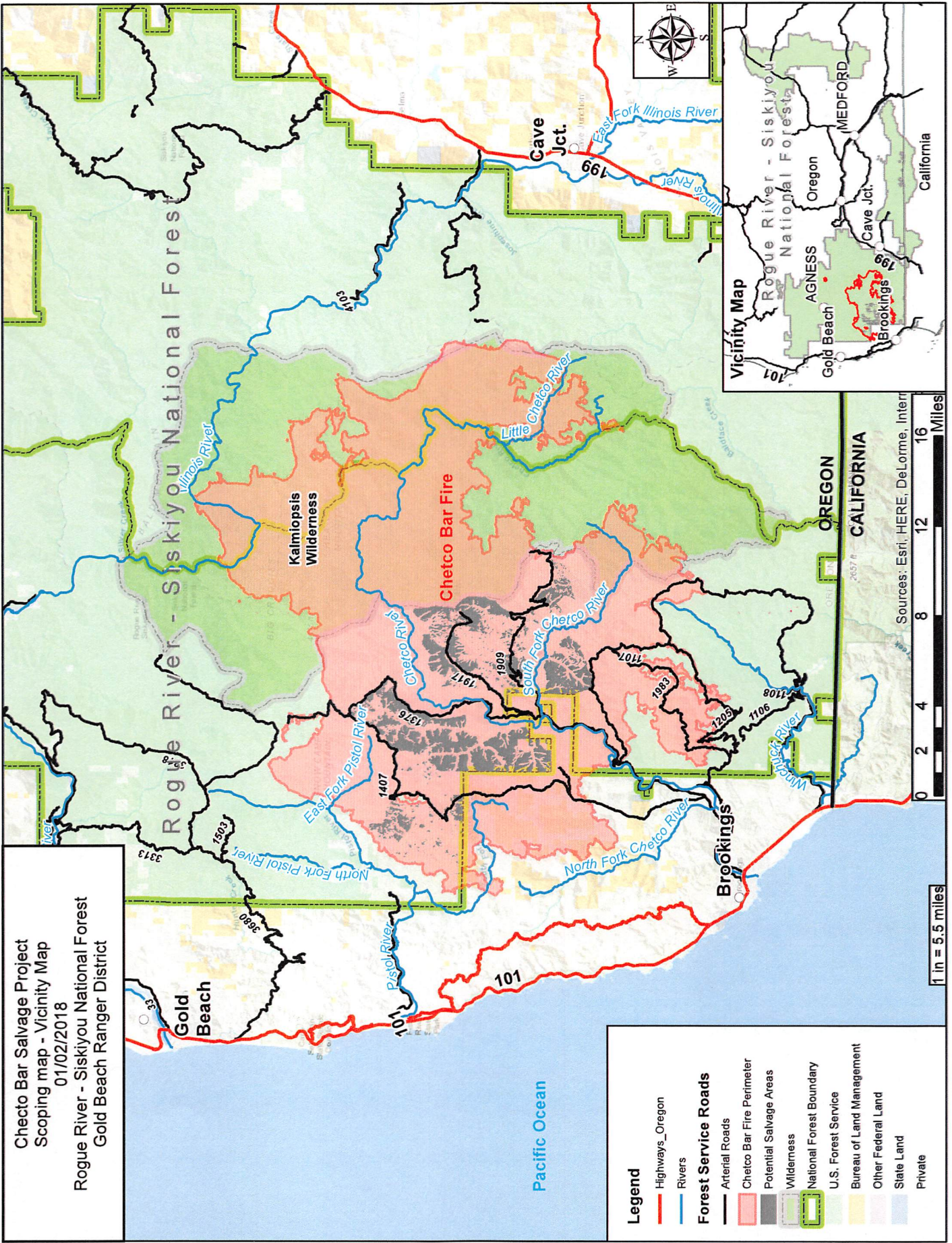
Thank you for your interest in this project.

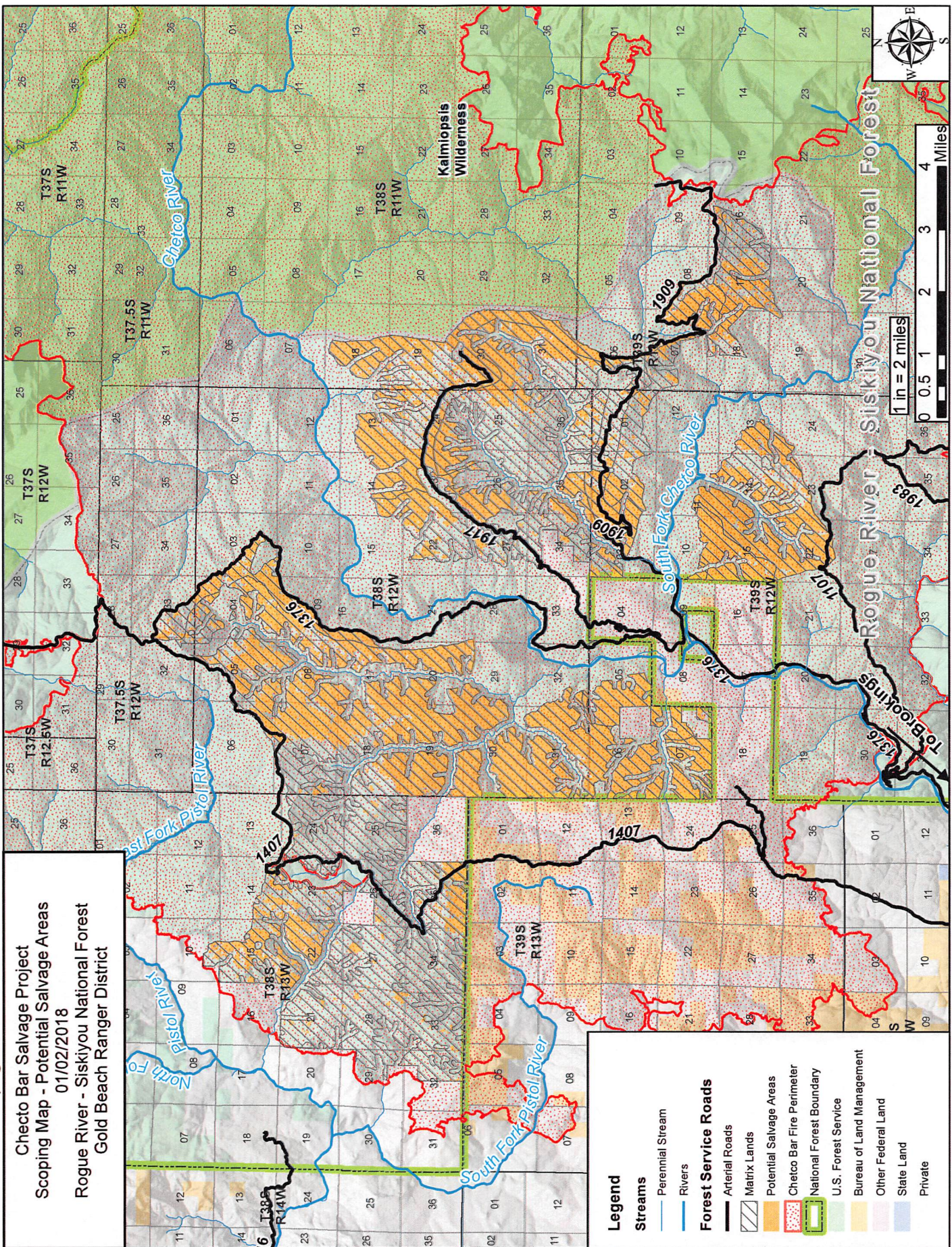
Sincerely,



ROBERT G. MACWHORTER
Forest Supervisor

Enclosures: Attachment 1 consisting of 2 pages







City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232
[jpier@brookings.or.us](mailto:jpieper@brookings.or.us); www.brookings.or.us

Mayor Jake Pieper

January 23, 2018

Jessie Berner, Chetco Fire Salvage Coordinator
Gold Beach Ranger District
29279 Ellensburg Ave.
Gold Beach, OR 97444

Dear Ms. Berner:

The purpose of this letter is to support the Chetco Fire Salvage project as described in your letter dated January 5, 2018.

Lumber production remains the key element of the Brookings economy. The Chetco Bar Fire could, potentially, have a devastating economic impact on the community due to the loss of timber resource. It is important that the U.S. Forest Service and Bureau of Land Management act now to bring those trees killed and significantly damaged in the fire to market within the next 24 months.

We support your efforts to maximize the amount of board feet of lumber than can be produced from the dead and dying trees.

Of additional importance is an aggressive reforestation and forest rehabilitation program. We look forward to working with the Forest Service in the development of new strategies for management of forest resources and wildfire control.

Sincerely,

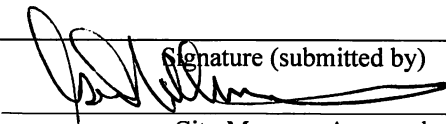
Jake Pieper
Mayor

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 22, 2018

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Oregon South Coast Region Tourism Network Memorandum of Understanding.

Recommended Motion:

Motion to authorize the City Manager to execute the Oregon South Coast Region Tourism Network Memorandum of Understanding with the condition that no City funds be utilized in support of the Network without further Council authorization.

Financial Impact:

None. Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The Oregon South Coast Region Tourism Network is an outgrowth of several regional tourism coordination efforts. The informal Network has expanded participation to include tourism-related businesses, tourism promotion organizations, and educational institutions offering tourism business related training. Travel Oregon, Bandon Dunes, Umpqua Bank, South Coast Development Council, The Mill Casino and Oregon State University have played major roles in organizing and funding the Network. Attached is information about the Network objectives. Brookings City staff has participated marginally.

The geographic area covered by the Network extends from the Umpqua River Basin to the California border.

The Network has now evolved to the point where it is functioning as both a coordination agency and is undertaking regional events. For example, they are working with Southwestern Oregon Community College to undertake a hospitality training program, developing a promotional program for local agriculture products, and coordinating funding for a bike trail. The Network is currently seeking a Network Coordinator to help the Network participants coordinate events, training, grants and projects.

A Memorandum of Understanding has been developed to formalize the Network organization. The agreement does not require a commitment of funds. Funding is being provided by major sponsors. Staff recommends that the Council include a provision in the motion that City funds would not be used without additional Council action.

Attachment(s):

- a. Memorandum of Understanding.
- b. Purpose and objectives.
- c. Network Coordinator job description.

The Oregon South Coast Region Tourism Network

Memorandum of Understanding

This Memorandum of Understanding establishes the Oregon South Coast Regional Tourism Network, a region-wide and cross-sector collaboration of independent individuals and organizations who are committed to sustainably developing tourism through collaborated efforts to enhance the economic vitality of the Oregon South Coast Region.

Tourism Network participants agree that effective collaborative efforts are characterized by:

- Co-operative efforts and the sharing of critical information
- Experimenting with a range of tourism development practices as appropriate
- Consistent monitoring and evaluation, adjusting tourism development practices to improve results
- Communicating and embracing that each participant is there to propel the Southern Oregon Coast Region while respecting the needs and goals of participating organizations

Accordingly, participants agree that their primary objectives for forming and joining the Tourism Network are to:

- Build trust and strengthen relationships within and across sectors and jurisdictional boundaries with organizations that impact tourism
- Value diverse perspectives and individuality while exploring together what opportunities exist for tourism development collaboration
- Identify critical obstacles to regional tourism collaboration and develop strategies for improving effectiveness
- Collaborate where individual and regional tourism goals converge
- Leverage existing activities and resources and avoid duplication of tourism efforts
- Share information in order to enhance knowledge and promote best practices that support triple bottom line development (economic, environment, social)
- Inform elected officials, local businesses, nonprofits, public agencies, and individual residents on the importance and value of tourism as an economic driver
- Coordinate investment in promising, data-led tourism opportunities that promote increased economic prosperity while respecting our natural resources
- Ensure adequate resourcing for long term triple bottom line vitality
- Educate and recruit future collaborative tourism advocates

The Undersigned, while not legally bound, share the intention to support the primary objectives of the Oregon South Coast Region Tourism Network as outlined above. Participating members of the Tourism Network sign on behalf of their organization as an authorized representative, while also affirming and retaining the independence and autonomy of their organization, its mission, its authority, and its goals. Any participant may withdraw from this MOU at any time by notifying the South Coast Tourism Network Coordinator or Core Team Member.

January 16, 2018

Purpose and Primary Objectives of the Network

The Oregon South Coast Regional Tourism Network is a region-wide and cross-sector collaboration of independent individuals and organizations that are committed to sustainably developing tourism through collaborated efforts to enhance the economic vitality of the Oregon South Coast Region.

The mission of the Oregon South Coast Regional Tourism Network is to cultivate collaboration that drives an increase in the economic impact of visitors to the region through triple bottom line development (social, environment and economic).

The Oregon South Coast Region, as we define it, extends from the Umpqua River Basin south to the Oregon-California border and is bounded to the east by the coastal range and west by the Pacific Ocean.

The primary objectives for forming and joining the Oregon South Coast Regional Tourism Network are to:

- Benefit active participants economically, environmentally and socially by participating in the network
- Build trust and strengthen relationships within and across sectors and jurisdictional boundaries with organizations that impact tourism
- Value diverse perspectives and individuality while exploring what opportunities exist for tourism development collaboration
- Collaborate where individual and regional tourism goals converge
- Identify critical obstacles to regional tourism collaboration and develop strategies for improving effectiveness
- Leverage existing activities and resources and avoid duplication of tourism efforts
- Share information in order to enhance knowledge and promote best practices that support long term sustainability
- Inform elected officials, local businesses, nonprofits, public agencies, and individual residents on the importance and value of tourism as an economic driver
- Coordinate and facilitate investment in promising, data-led tourism opportunities that promote increased economic prosperity while respecting our natural resources
- Establish consistent, transparent communication and a unified voice for collaborative sustainable tourism development

The Oregon South Coast Region Tourism Network

Preamble

The mission of the Oregon South Coast Regional Tourism Network is to cultivate collaboration that drives an increase in the economic impact of visitors to the region through triple bottom line development (social, environment and economic).

The Oregon South Coast Regional Tourism Network is a region-wide and cross-sector collaboration of independent individuals and organizations that are committed to sustainably developing tourism to enhance the economic vitality of the Southern Oregon Coast Region. Each network participant's voice has the same stake regardless of financial support.

The Oregon South Coast Region, as we define it, extends from the Umpqua River Basin south to the Oregon-California border and is bounded to the east by the coastal range and west by the Pacific Ocean.

Strong economic development through tourism occurs in both the public and private sectors. The act of sustainable tourism management is based on the idea that responsible triple bottom line development that respects and enhances the resources that are important to the people of the Oregon South Coast Region. Sustainable economic development promotes a wide range of beneficial uses or values, including but not limited to ecological, recreational, aesthetic, cultural, and economic.

The Oregon South Coast Tourism Network Core Team will be held accountable by the following metrics to start and will evolve as the network evolves:

- Measure number and specifics of member expressions of increased trust.
 - Measure number and type of explicit partnership activities (marketing campaigns, amenity development - trails, signage, staffing, etc.) between network members.
 - Collect and measure member feedback regarding how the network has impacted individually defined metrics for their own operation/organization success (economic, social, environment)
-

Network Manager Job Description

Oregon South Coast Tourism Network

A Network Manager's primary job is to help build a cohesive, resilient network that supports the mission as outlined in the Memorandum of Understanding (MOU). The role of a network leader is not to run an organization. Instead, the role is designed to help the network convene, connect, communicate, coordinate, and collaborate around its shared purpose.

This is a 2 – 3 year contract (length of time will be determined by the network) in which the Network Manager operates as an independent contractor and is not solely answering to one single entity.

Contractor Fee: \$90K per year for full time service

Primary Responsibilities

The Network Manager creates, cultivates, and ensures high quality relationships and collaborations that advance the mission of the network. Primary responsibilities are to:

Convene the Network

- Help design and facilitate network convenings
- Organize convening logistics, including meeting locations, catering, materials, reminders, etc.

Catalyze the Network

- Support new member onboarding
- Facilitate connections between network participants
- Support network participants to more deeply connect their organization with the work of network

Coordinate the Network

- Coordinate and join Core Team meetings and calls, identifying points of intersection and bottlenecks, and helping to connect network participants with other network members or regional leaders for assistance or support
- Support and attend action team meetings
- Track project progress, outcomes, bottlenecks
- Capture key takeaways and next steps from meetings
- Hold network participants accountable for deliverables
- Regularly update the network dashboard and provide monthly updates
- Manage network finances and budget
- Perform site visits to stay aware of network projects and stewardship collaborations between participants
- Coordinate with other regional networks to identify points of intersection
- Maintain the network's technological infrastructure (Slack, Google Docs, website, etc.)

Communicate with and for the Network

- Function as primary point of contact for the network internally and externally
- Create internal and external communication strategies
- Connect with each individual participant of the network to understand their work, their organization, how the network can support the participant and their organization in service of shared goals as outlined in the MOU, and how the participant and their organizations can support and more strongly engage with the network
- Keep network conversations vibrant and alive
- Reach out to drifting participants and find creative ways to re-engage them in the network

Resource the Network

- Assist in educating and recruiting future collaborative tourism advocates
- Work with network members to identify and secure in-kind contributions, including meeting locations, transportation, catering, materials, etc.

Essential Skills

- Strong interpersonal abilities, with a willingness to cross disciplinary boundaries and work with diverse people
- Solid facilitation, writing and presentation skills
- Exceptional attention to detail, organized, effective time management
- Dynamic problem solving skills
- Comfortable with technology
- Strong collaboration skills

Personal Characteristics

- Deep passion for the mission and vision
- Personal humility, servant leader, network entrepreneur
- Knows how to ask for and receive help
- Proactive, self-starter, loves to take initiative with an urgency to get the job done
- Understands the big picture and larger context of the work, systems thinker
- Ability to accept constructive criticism
- Ability to active listener
- Ability to see all sides of an issue
- Patient, stays cool under pressure
- Great sense of humor, ability to see the positive
- Loves nature and the region

Requirements

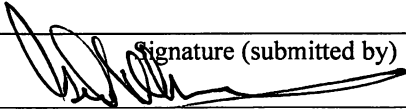
- Must have access to a car and be able to drive
- Must be willing to live in either Coos or Curry counties
- Minimum 5 years of demonstrated professional experience with a role in a collaborative environment

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 22, 2018

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Oregon Resources Research and Education Center Project Funding

Recommended Motion:

None.

Financial Impact:

None.

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The City Council approved an allocation of \$2,000 to the Oregon Resources Research and Education Center (ORREC) in July 2017. ORREC is a non-profit organization.

On January 15, 2018, Councilor Triglia was notified by ORREC Education Director Lily Miller that the ORREC Board voted to dissolve the organization on January 12.

Mayor Pieper has requested that this matter be placed on the City Council agenda for review.

Attachment(s):

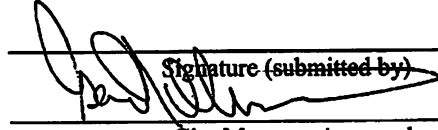
- a. Past Council Agenda reports.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Oregon Resources Research and Education Center Request for Support Letter and
Funding: Resolution 17-R-1118

Recommended Motion:

If the City Council wishes to approve this request:

1. Motion to authorize Mayor to sign letter of support for the Oregon Resources Research and Education Center.
2. Motion to adopt Resolution 17-R-1118 transferring \$2,000 from the General Fund contingency (reserve) fund to the Council Donations line item and grant said \$2,000 to the Oregon Resources Research and Education Center.

Financial Impact:

\$2,000 allocation from General Fund contingency aka reserve (current balance \$639,030)

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Representatives of Oregon Resources Research and Education Center (ORREC), a non-profit organization based in Gold Beach, made a presentation on their proposal to develop a science-oriented outdoor school experience for children grades 5-7 at a 23.7-acre natural laboratory for applied research in Curry County at the City Council meeting of July 10.

ORREC has requested a letter of support for the project and a financial contribution from the City of \$2,000. There is no line item in the 2017-18 budget to support this request; the City Council budgeted a total amount of \$500 for "contributions" none of which has been committed in the first 24 days of the fiscal year. The Council spent \$84 in contributions last fiscal year. Staff recommends accommodating the request within the Council Donations budget limitation as it is not common to transfer funds from contingency for a non-emergency situation this early in the fiscal year.

Attachment(s):

- a. Draft support letter
- b. Overview of ORREC
- c. Resolution 17-R-1118

CITY OF BROOKINGS

RESOLUTION 17-R-1118

A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND CONTINGENCY TO NON-DEPARTMENTAL.

WHEREAS, the City of Brookings ("City") is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

WHEREAS, expenditures will be more than expected in the General Fund, Non-departmental due to unexpected expenditures to support the Oregon Resources Research and Education Center, and

WHEREAS, the City Council approves transferring those funds from Contingency, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby transfers \$2,000 from General Fund Contingency to Non-departmental, pursuant to ORS 294.463(2).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2017, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Requirements:

Non-departmental	\$	2,000
Contingency		(2,000)

Passed by the City Council July 24, 2017, and made effective the same date.



Mayor Jake Pieper

Attest:



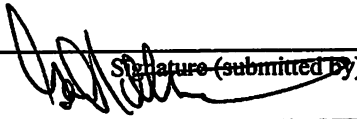
City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 10, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Oregon Resources Research and Education Center

Recommended Motion:
Information only.

Financial Impact:
None.

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

Representatives of Oregon Resources Research and Education Center (ORREC), a non-profit organization based in Gold Beach, will make a presentation on their proposal to develop a science-oriented outdoor school experience for children grades 5-7 at a 23.7-acre natural laboratory for applied research in Curry County.

Information concerning the project/program is attached. No action has been requested.

Attachment(s):



- a. Overview of ORREC.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 16, 2018

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval


Subject: Fireworks Contribution

Recommended Motion:

Motion to authorize payment of \$2,000 to the Fund the Fourth fundraising effort for the July Fourth 2018 fireworks event at the Port of Brookings Harbor, with funds to be allocated from Transient Occupancy Tax revenue.

Financial Impact:

\$2,000 allocation from Transient Occupancy Tax revenue.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Fun'd the Fourth Committee has requested a City contribution to the "Fund the 4th" fundraising campaign to help fund the annual Fourth of July fireworks show.

According to the request, the group's goal is to raise \$26,000 for the event.

The City contributed \$2,000 to the event in 2017 and has used TOT revenue for this purpose for the last four years.

Attachment(s):

- a. Letter of Request

January 10, 2018

RE: Brookings Fireworks Display on July 4th

Dear Business Owner,

Happy New Year! As 2018 gets off to a new start, There is another holiday to keep in mind, The 4TH OF JULY. We all know how important this day is to us as a country and as a community. It's important to show our visitors as well as our locals that we support this holiday and what it stands for. We are making an early request of businesses to mark us down for your charitable causes for 2018.

Our goal is to hit \$26,000.00 for 2018. Our goal for 2017 was \$25,000.00 and we hit that in a little over three months with a great deal of effort and community comradery. We hope to NEVER have to do that again in such a short period of time. But our community was awesome and rose to the occasion. For that we are so thankful.

For our fundraising efforts for 2018, we are planning to sell our buttons again, each for \$25.00 a piece. This year they WILL be tied to a raffle. A 7 NIGHT MEXICO CRUISE FOR TWO. We will only be selling 1000 buttons so your odds are pretty good. Also as a fundraising plan we will have our "HISTORY PUBS" again starting this winter, with new topics and speakers. Other fundraisers are also on the list for this coming year, so as you can see we are trying to be VERY active, VERY early.

Help us to reach our goal early, so we can help with other community causes that are also important. Please send us your check today, ANYTHING will help. Please make checks payable to:
CHETCO ACTIVITY CENTER, FUND THE 4TH, P.O. BOX 1444, BROOKINGS, OR 97415.

Thank you in advance for ANY contribution you can make. May the fog be gone and 2018 be the best show ever.

Sincerely,

Barbara J. Ciaramella
Owner
Brookings Harbor Visitor & Tour Ctn.

Thayne Groff
President
Chetco Activity Center

Mike & Alex Frederick
Owners
Chetco Brewing Company

Eric Dremann
Marketing Manager
Lucky 7 Casino

Anne Ranney
Advertising Executive
Curry Coastal Pilot

City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, January 8, 2018

Call to Order

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

Roll Call

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

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Parks and Planning Manager Tony Baron, and City Recorder Teri Davis.

Media Present: Jane Stebbins from the Curry Pilot present

Others Present: Approximately 15 audience members.

Ordinances & Resolutions

Motor Vehicle Fuel Tax Ballot Title

City Recorder Davis presented the staff report.

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously 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.

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

City Recorder Davis presented the staff report.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to read Ordinance 18-O-771 for the first time by title only.

Mayor Pieper read the ordinance by title only.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to read Ordinance 18-O-771 for the second time by title only.

Mayor Pieper read the ordinance by title only.

Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to adopt 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.

Oral Requests and Communications from the audience

No one requested to address Council regarding non-agenda items.

Staff Reports

Azalea Park Tree Removal Contract

Parks and Planning Manager Baron presented the staff report.

The following individuals addressed Council in opposition to the contract:

1. Azam Azaditabar of 1223 Barclay Lane
2. David Carlson of 1223 Barclay Lane – Mr. Carlson requested notification when the tree felling has been scheduled.

Council discussed specifics of the project going forward.

Councilor Triglia reiterated his opposition to the plan and the contract.

Councilor Hodges moved, Councilor Thompson seconded and Council voted 4-1, with Councilor Triglia voting nay to authorize the 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.

Adult Business Regulations

City Attorney Rice presented the staff report.

Council took no action on the item.

Lane Council of Governments IGA

City Manager Milliman presented the staff report.

Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to authorize the Mayor to execute an intergovernmental agreement with the Lane Council of Governments for planning services.

Pistol River Wave Bash Funding

City Recorder Davis presented the staff report.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to allocate \$2,000 to the International Windsurfing Tour for production of a Pistol River Wave Bash video.

Consent Calendar

1. Approve Council minutes for December 11, 2017
2. Receive monthly financial report for November 2017

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

Remarks from Mayor and Councilors

Councilor Hamilton noted that Azalea Park is as nice as he has ever seen and thinks the park will benefit from the ongoing work.

Councilor Hamilton congratulated Tony Parrish and the Railroad men on another successful Stout Mountain Railway holiday display.

Councilor Triglia noted his displeasure with the outcome of the Azalea Park tree removal process, stating the City is disregarding the will of the people. He recommended establishing the Tree Maintenance Committee as approved in 2016.

Councilor Thompson complimented Tony Baron and the Parks crew for the work they've done on the Lundeen Road tree planting.

Mayor Pieper requested salvage logging be added to an upcoming agenda.

Adjournment

Councilor Thompson moved, Councilor Hamilton seconded, and Mayor Pieper adjourned the meeting at 7:59 p.m.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2018:

Jake Pieper, Mayor

Teri Davis, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,914,282.00	64,650.90	2,498,940.17	415,341.83	85.8
LICENSES AND PERMITS	110,900.00	8,167.27	64,157.30	46,742.70	57.9
INTERGOVERNMENTAL	227,300.00	23,630.12	57,980.21	169,319.79	25.5
CHARGES FOR SERVICES	165,000.00	49,493.20	97,710.29	67,289.71	59.2
OTHER REVENUE	171,000.00	34,951.58	88,194.18	82,805.82	51.6
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	<u>4,077,069.00</u>	<u>180,893.07</u>	<u>2,806,982.15</u>	<u>1,270,086.85</u>	<u>68.9</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	24,561.00	1,756.63	11,684.58	12,876.42	47.6
MATERIAL AND SERVICES	11,850.00	400.00	4,000.14	7,849.86	33.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,411.00</u>	<u>2,156.63</u>	<u>15,684.72</u>	<u>20,726.28</u>	<u>43.1</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	194,964.00	33,566.11	111,328.75	83,635.25	57.1
MATERIAL AND SERVICES	98,400.00	3,639.37	72,799.75	25,600.25	74.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>293,364.00</u>	<u>37,205.48</u>	<u>184,128.50</u>	<u>109,235.50</u>	<u>62.8</u>
POLICE:					
PERSONAL SERVICES	2,114,007.00	166,377.78	989,189.47	1,124,817.53	46.8
MATERIAL AND SERVICES	170,800.00	21,753.02	90,991.06	79,808.94	53.3
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>188,130.80</u>	<u>1,094,487.46</u>	<u>1,245,469.54</u>	<u>46.8</u>
FIRE:					
PERSONAL SERVICES	187,554.00	14,857.70	87,429.77	100,124.23	46.6
MATERIAL AND SERVICES	103,000.00	3,507.85	42,165.45	60,834.55	40.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	45,519.00	.00	30,579.01	14,939.99	67.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>336,073.00</u>	<u>18,365.55</u>	<u>160,174.23</u>	<u>175,898.77</u>	<u>47.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	174,119.00	11,137.89	79,969.81	94,149.19	45.9
MATERIAL AND SERVICES	90,800.00	410.25	7,543.57	83,256.43	8.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	264,919.00	11,548.14	87,513.38	177,405.62	33.0
PARKS & RECREATION:					
PERSONAL SERVICES	246,173.00	15,562.85	109,722.63	136,450.37	44.6
MATERIAL AND SERVICES	87,200.00	9,139.31	52,440.17	34,759.83	60.1
CAPITAL OUTLAY	.00	1,044.00	1,044.00	1,044.00	.0
DEBT SERVICE	49,000.00	4,031.88	24,191.28	24,808.72	49.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	382,373.00	29,778.04	187,398.08	194,974.92	49.0
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	194,630.00	16,532.09	93,585.68	101,044.32	48.1
MATERIAL AND SERVICES	33,700.00	1,214.07	18,204.31	15,495.69	54.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	228,330.00	17,746.16	111,789.99	116,540.01	49.0
SWIMMING POOL:					
PERSONAL SERVICES	61,112.00	.00	51,286.17	9,825.83	83.9
MATERIAL AND SERVICES	43,000.00	361.62	13,807.28	29,192.72	32.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	104,112.00	361.62	65,093.45	39,018.55	62.5
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	145,500.00	7,050.04	70,739.75	74,760.25	48.6
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	7,050.04	70,739.75	970,790.25	6.8
	5,027,069.00	312,342.46	1,977,009.56	3,050,059.44	39.3
	(950,000.00)	(131,449.39)	829,972.59	(1,779,972.59)	87.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	485,000.00	31,558.51	168,017.99	316,982.01	34.6
OTHER REVENUE	13,650.00	84.00	2,173.52	11,476.48	15.9
TRANSFER IN	.00	.00	.00	.00	.0
	<u>498,650.00</u>	<u>31,640.51</u>	<u>170,191.51</u>	<u>328,458.49</u>	<u>34.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,515.00	18,973.59	98,338.80	107,176.20	47.9
MATERIAL AND SERVICES	205,000.00	8,790.53	84,078.36	120,921.64	41.0
CAPITAL OUTLAY	107,000.00	.00	.00	107,000.00	.0
DEBT SERVICE	27,583.00	360.15	2,160.92	25,422.08	7.8
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>28,124.27</u>	<u>184,578.08</u>	<u>514,071.92</u>	<u>26.4</u>
	<u>698,650.00</u>	<u>28,124.27</u>	<u>184,578.08</u>	<u>514,071.92</u>	<u>26.4</u>
	<u>(200,000.00)</u>	<u>3,516.24</u>	<u>(14,386.57)</u>	<u>(185,613.43)</u>	<u>(7.2)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 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	121,760.91	875,782.80	761,217.20	53.5
OTHER INCOME	54,500.00	4,542.50	28,159.47	26,340.53	51.7
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,691,500.00</u>	<u>126,303.41</u>	<u>903,942.27</u>	<u>787,557.73</u>	<u>53.4</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	361,597.00	30,543.24	163,944.31	197,652.69	45.3
MATERIAL AND SERVICES	197,500.00	7,759.71	109,691.35	87,808.65	55.5
CAPITAL OUTLAY	50,000.00	12,749.72	24,454.63	25,545.37	48.9
DEBT SERVICE	14,900.00	398.39	2,390.33	12,509.67	16.0
	<u>623,997.00</u>	<u>51,451.06</u>	<u>300,480.62</u>	<u>323,516.38</u>	<u>48.2</u>
WATER TREATMENT:					
PERSONAL SERVICES	311,891.00	27,396.74	151,190.72	160,700.28	48.5
MATERIAL AND SERVICES	242,000.00	9,057.25	105,545.32	136,454.68	43.6
CAPITAL OUTLAY	20,500.00	.00	2,384.49	18,115.51	11.6
DEBT SERVICE	14,900.00	398.39	2,390.33	12,509.67	16.0
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>36,852.38</u>	<u>261,510.86</u>	<u>1,095,992.14</u>	<u>19.3</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>88,303.44</u>	<u>561,991.48</u>	<u>1,419,508.52</u>	<u>28.4</u>
	<u>(290,000.00)</u>	<u>37,999.97</u>	<u>341,950.79</u>	<u>(631,950.79)</u>	<u>117.9</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 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	260,382.05	1,592,367.57	1,536,932.43	50.9
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>260,382.05</u>	<u>1,592,812.01</u>	<u>1,541,987.99</u>	<u>50.8</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	528,144.00	46,421.92	255,475.50	272,668.50	48.4
MATERIAL AND SERVICES	243,700.00	6,692.30	61,032.37	182,667.63	25.0
CAPITAL OUTLAY	15,000.00	.00	2,384.49	12,615.51	15.9
DEBT SERVICE	14,900.00	398.39	2,390.34	12,509.66	16.0
TRANSFERS OUT	149,966.00	.00	.00	149,966.00	.0
	<u>951,710.00</u>	<u>53,512.61</u>	<u>321,282.70</u>	<u>630,427.30</u>	<u>33.8</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	536,014.00	42,587.50	249,098.42	286,915.58	46.5
MATERIAL AND SERVICES	582,300.00	44,959.19	213,971.42	368,328.58	36.8
CAPITAL OUTLAY	10,000.00	.00	2,384.49	7,615.51	23.8
DEBT SERVICE	14,900.00	398.39	2,390.34	12,509.66	16.0
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>87,945.08</u>	<u>467,844.67</u>	<u>2,219,745.33</u>	<u>17.4</u>
	<u>3,639,300.00</u>	<u>141,457.69</u>	<u>789,127.37</u>	<u>2,850,172.63</u>	<u>21.7</u>
	<u>(504,500.00)</u>	<u>118,924.36</u>	<u>803,684.64</u>	<u>(1,308,184.64)</u>	<u>159.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 6 MONTHS ENDING DECEMBER 31, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	534,592.00	8,566.15	497,046.23	37,545.77	93.0
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	3,000.00	13.14	18.67	2,981.33	.6
	<u>537,592.00</u>	<u>8,579.29</u>	<u>497,064.90</u>	<u>40,527.10</u>	<u>92.5</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	40.00	2,165.00	32,835.00	6.2
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>40.00</u>	<u>2,165.00</u>	<u>875,427.00</u>	<u>.3</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>40.00</u>	<u>2,165.00</u>	<u>875,427.00</u>	<u>.3</u>
	<u>(340,000.00)</u>	<u>8,539.29</u>	<u>494,899.90</u>	<u>(834,899.90)</u>	<u>145.6</u>