

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, March 11, 2019, 7:00pm**

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

The City Council will meet in Executive Session at 6:00 PM, in the City's Manager's office, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

### **CITY COUNCIL**

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

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

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

#### **D. Announcements**

1. Firefighter Introduction, Public Safety Director Kelby McCrae

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

(Informational presentations to Council on non-agenda items – 10 minute limit per person.)

1. Leslie Wilkinson – Art in Stout Park

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

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

#### **G. Consent Calendar**

1. Approve Council minutes for February 25, 2019 [Pg. 3]
2. Accept TPAC Committee minutes for February 12, 2019 [Pg. 6]
3. Accept Planning Commission minutes for February 5, 2019 [Pg. 8]
4. Natures Coastal Holiday Event Evaluation [Pg. 9]
5. Wild Rivers Coast Event Evaluation [Pg. 12]

#### **H. Staff Reports Public Hearings/Ordinances/Resolutions/Final Orders**

1. Fund Allocation for Festival of the Art in Stout Park [City Manager, Pg. 16]
  - a. Application [Pg. 17]
2. Waste Water Treatment Plant – Grit Removal System Replacement [PWDS, Pg. 19]
  - a. Conventional Wastewater Treatment Plant – City of Brookings [Pg. 20]
  - b. OVIVO Proposal [Pg. 23]
3. Manufactured Dwelling Permit Fee Resolution [Bldg, Pg. 34]
  - a. Resolution 19-R-1152 [Pg. 35]
  - b. Manufactured Home Fee Analysis [Pg. 36]
4. Appoint City Recorder [City Manager, Pg. 37]

#### **I. Informational Non-Action Items**

1. February Vouchers [Pg. 38]
2. Committee Vacancies [Pg. 42]

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

## **K. Adjournment**

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

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

# **City of Brookings CITY COUNCIL MEETING MINUTES**

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

**Monday, February 25, 2019**

## **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, Ron Hedenskog, and John McKinney; a quorum present.

Staff present: City Manager Janell Howard, City Attorney Martha Rice, Deputy Finance & Human Resources Director Lu Ehlers, Human Resources and Accounting Specialist Christiana Bates and Deputy City Recorder Rita Ritz.

Media Present: Jane Stebbins of Curry Pilot

Others Present: Approximately twenty three audience members

## **Announcements**

*Introduction of New Employee*

Deputy Finance and Human Resource Director Lu Ehlers introduced Christiana Bates as the new Human Resource and Accounting Specialist.

*Reappointment of Ray "Skip" Hunter to Planning Commission*

**Councilor Hedenskog moved, Councilor Hamilton seconded and Council voted unanimously to reappoint Ray "Skip" Hunter to Planning Commission.**

*Reappointment Clayton Malmberg to Planning Commission*

**Councilor Hedenskog moved, Councilor McKinney seconded and Council voted unanimously to reappoint Clayton Malmberg Planning Commission.**

*Appointment Alyshia Pacino to Budget Committee*

**Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to appoint Alyshia Pacino to Budget Committee.**

*Revive Civility Proclamation*

**Councilor Hedenskog moved, Councilor Hamilton seconded and Council voted unanimously to authorize the Mayor to proclaim the month of March as Revive Civility Month.**

-Mayor Pieper read the proclamation and presented it to Debra Worth

-On behalf of the League of Women Voters, Debra Worth addressed Council thanking them for their support along with the other Cities in Curry County

### **Scheduled Public Appearances**

*Penny Nelson – Pacific Coast Trolley*

Penny called ahead of time and asked to be rescheduled.

*County Commissioner Sue Gold – Critical Access Hospital*

Mrs. Gold addressed the Council regarding the need for a feasibility study to assess the cost and need of a satellite hospital in Brookings. She recommend that the item be placed on the ballot for residents of South Curry to vote upon and that it should be their responsibly to pay for the study.

Councilors asked questions regarding the possibility of a satellite hospital, number of beds, construction cost, feasibility study cost, and how the study would be paid for.

The following individuals addressed Council in support of the satellite hospital

1. Maggie Runyan of P.O. Box 6537
2. Catherine Wily of 96370 Duley Creek Rd

Mayor Pieper asked Mrs. Razo if she would like to comment on about what was discussed.

Mrs. Razo stated that she was there to answer questions on behalf of the district.

Councilor Hedenskog asked Mrs. Razo if funds became available would Curry Health Network operate the satellite hospital.

Mrs. Razo informed the Council that there are legislative hurtles to go through. She stated that she is not able to answer on behalf of the board, but that she and the CFO were asked to provide the board with a proposal for a full feasibility study to take into consideration.

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

- Connie Hunter of 1310 English Court addressed council regarding veterans housing and House Bill 2530 that was passed. She also thanked the Councilors for their letters of support.

### **Consent Calendar**

1. Approve Council minutes for February 11, 2019
2. Accept TPAC Committee minutes for January 10, 2019
3. Receive monthly financial report for January 2019

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

### **Staff Reports**

*Recommending the Removal of the Alcohol Permit Fee Cap for Cities and Counties*

City Manager Janell Howard presented the staff report.

**Councilor Hedenskog moved, Councilor McKinney seconded with Councilor Hodges and Hamilton voting nay to adopt Resolution 19-R-1153 recommending the State of Oregon and our local legislators amend ORS 471.166(7) by removing the alcohol permit fee cap of \$25 for cities and counties to allow them to collect higher fees.**

*Drivers License Suspension*

City Manager Janell Howard presented the staff report.

**Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to authorize the Mayor to sign letters, similar to the attached sample, to legislators and LOC personnel opposing House Bill 2614 and Senate Bill 776 regarding the court's ability to suspend a drivers license.**

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

Councilor Hamilton commented on the speed limit from Les Schwab to Dairy Queen being 25 miles per hour and asked residents to be respectful of the speed and to follow it for the safety of the pedestrians.

### **Adjournment**

Councilor Hodges moved, Council Hamilton seconded and all Councilors in favor. Mayor Pieper adjourned the meeting at 8:30 p.m.

Respectfully submitted:

ATTESTED:  
this 11th day of March 2019:

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Jake Pieper, Mayor

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Janell K Howard, Interim City Recorder

**TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES**  
**Thursday – January 10, 2019**

**CALL TO ORDER**

Meeting called to order at 4:01 PM

**1. ROLL CALL**

*Present:* Committee members Sonya Billington, Barbara Ciaramella, Tim Kennedy, Bob Pieper, Dane Tippman and Skip Watwood

*Also present:* Staff Committee Liaison Lauri Ziemer

**2. APPROVAL OF MINUTES –**

**Motion made by Sonya Billington to approve the minutes of November 8, 2019; motion seconded by Barbara Ciaramella. Committee voted and the motion carried unanimously.**

**3. Public Comment – none**

**4. ACTION ITEMS**

**a. Committee Elections – Motion made by Dane Tippman to nominate Tim Kennedy as Vice-Chair, motion seconded by Bob Pieper.** Tim accepted the nomination; **the Committee voted and the motion carried unanimously 6-0.**

**b. Spectrum Digital Campaign –** Brian Marchant advised the current contract ends January 31 and presented update on campaign, advising that targeting audiences in the Redding and Red Bluff areas has been successful. Committee discussed the budget and changing the target audience to Sacramento or other areas to draw from a new population. Brian advised that it is possible to run a 6/8 campaign and contract does not need to be concurrent. **Motion made by Dane Tippman to table the item until next month, motion seconded by Skip Watwood and the Committee voted, the motion carried unanimously 6-0.**

**c. Elmo Williams Day Event Proposal –** Carolyn Milliman presented proposal requesting \$2000 in TOT funding. The Committee discussed the events funding needs as it is basically a free event. Recommended reusable banners for event recognition and media advertising. **Motion made by Bob Pieper to grant \$1,500 in TOT funds to the Elmo Williams Day event, motion seconded by Sonya Billington and the Committee voted, the motion carried unanimously 6-0.**

**d. Mile by Mile Advertising –** Barbara Ciaramella advised she is the Southern Oregon Representative for Mile by Mile and recused herself from voting on this item. She advised that Mile by Mile is published twice a year and is the best publication for showcasing the Southern Oregon coast. She provided examples of previous ads and explained how local businesses would be able to purchase an ad at a reduced rate if TPAC purchases the main page ad. Committee discussed that print advertising is not how they want to spend money but since the Mile by Mile is so popular they think it does get seen and attracts tourists. **Motion made by Dane Tippman to purchase advertising in the Mile by Mile in the amount of \$2243, motion seconded by Bob Pieper.** Skip Watwood made amendment to the motion that only Brookings-Harbor businesses be allowed on the Brookings pages, with no Gold Beach or Smith River businesses. Tim Kennedy recused himself as he is a business owner interested in the opportunity to purchase advertising if TPAC purchases ad. **Motion amended to allow only Brookings Harbor businesses on the Brookings ad**

**pages and the Committee voted, the motion carried 4-0 with Barbara Ciaramella and Tim Kennedy abstaining.**

**5. INFORMATIONAL ITEMS**

- a. Monarch Festival Event Evaluation** – Committee reviewed evaluation submitted.
- b. Coastal Christmas Event Evaluation** – Committee reviewed evaluation submitted.
- c. TPAC Budget** – Committee reviewed the remaining budget, noting that the advertising portion of the budget is mostly spoken for. Lauri Ziemer advised that obtaining data on the number of motel rooms rented monthly from the TOT information submitted by motel owners was not accurate as all information is not provided uniformly by owners.

**7. SCHEDULE NEXT MEETING** – Next meeting scheduled for February 14, 2019.

**8. ADJOURNMENT** – with no further business before the Committee, meeting adjourned at 5:12 pm.

Respectfully submitted,



Skip Watwood, Chair  
(approved at February 14, 2019 meeting)

**BROOKINGS PLANNING COMMISSION MINUTES**  
**February 5, 2019**

**CALL TO ORDER**

The regular meeting of the Brookings Planning Commission was called to order by Chair Wulkowicz at 7:00 pm in the Council Chambers at Brookings City Hall followed by the Pledge of Allegiance.

**ROLL CALL**

Commissioners Present: Tim Hartzell, Skip Hunter, Clayton Malmberg, Cheryl McMahan, Gerry Wulkowicz

Staff Present: PWDS Director Tony Baron, Planning Tech Lauri Ziemer

**PLANNING COMMISSION CHAIR PERSON ANNOUNCEMENTS – None**

**PUBLIC HEARINGS**

- 4.1 In the matter of the File No. CUP-2-19, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 880 Joshua Court.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:03 pm. PWDS Director Tony Baron reviewed the staff report.

The applicant, Jose Interiano was present and available for questions. No members of the public spoke in opposition and no participant requested additional time to submit materials. The public hearing was closed at 7:10 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Hartzell to authorize a Conditional Use Permit to operate a Short Term Rental facility at 880 Joshua Court, located on Assessor's Map No. 40-13-32CC; Tax Lot 01113, zoned R-1-6 based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded by Chair Wulkowicz. By a 5-0 vote the motion carried.**

**Motion made by Commissioner McMahan to approve the Final Order as presented; motion seconded by Commissioner Hartzell. By a 5-0 vote the motion carried.**

**MINUTES FOR APPROVAL**

- 5.1 Minutes of the regular Planning Commission meeting of January 8, 2019. **Motion made by Commissioner McMahan to approve the minutes as presented; motion seconded by Commissioner Malmberg. By a 5-0 vote the motion carried.**

**UNSCHEDULED PUBLIC APPEARANCES - None**

**REPORT FROM THE PLANNING STAFF** – Tony Baron advised that Commissioner Tillung had been removed from the Planning Commission by the City Council, as he had moved out of the area and was not attending meetings. He also updated the Commission on the progress of the Riparian Ordinance that is going to thru City Council.

**ADJOURNMENT**

Chair Wulkowicz adjourned the meeting at 7:20 pm.

Respectfully submitted,

  
\_\_\_\_\_  
Gerald Wulkowicz, Brookings Planning Commissioner  
Approved at the March 5, 2019 meeting

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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**Subject:**

Nature's Coastal Holiday Event Evaluation

**Recommended Motion:**

Motion to accept the Nature's Coastal Holiday Event Evaluation report.

**Financial Impact:**

Funding was already allocated for this project.

**Background/Discussion:**

At the October 22, 2018 City Council meeting, Council authorized an agreement with Nature's Coastal Holiday to provide \$3,000 in Transient Occupancy Tax to be used for the annual light display to decorate Azalea Park.

Nature's Coastal Holiday organizers provided an event evaluation report to the Tourism Promotion Advisory Committee. They report more than 23,000 visitors attended the show and that they had a successful campaign to raise funds to assist in the paving of the Capella parking lot.

**Attachment:**

Event Evaluation

T-PAC Report

February 14, 2019

Submitted by: Nature's Coastal Holiday

[naturescoastalholidaybrookings@gmail.com](mailto:naturescoastalholidaybrookings@gmail.com)

[naturescoastalholiday.com](http://naturescoastalholiday.com)

The 2018 Festival of Lights was a great success. Over 23,000 visitors came to the show. We were just under our 2017 number of 25,000 but certainly a good showing considering we were forced to close 3 nights this year. We remained on track to complete our mission of improving Azalea Park and the Capella Parking Lot Project "Meet Me at the Park".

There were many out of town visitors who heard about the show via the several avenues of advertising we used this year. We know there were motel rooms booked, stores visited and meals bought in our local restaurants; a good boost to the area's "off season" tourist trade. Further, our local community gained a needed sense of pride with the live KTVL-News 10 sky cam updates on the news. Many of our local folks said it warmed their hearts to see a Medford station giving our little community such support.

We want to thank each and every one of you for support in our efforts to advertise our event and promote our wonderful community. Our community is blessed to have such a wonderful group of tourism advisors that care enough to keep this 22 year old tradition alive.

/s/

By: Leslie Wilkinson, Board Member

Nature's Coastal Holiday, a non-profit corporation

## Nature's Coastal Holiday P/L

### Expenses

Storage shed rental- \$5454	\$6000
Coos Curry Electric- \$412	550
Department of Justice- \$50	50
Corporation Division- \$50	50
PO Box rental- \$72	80
Insurance for show-	800
" " shed contents	900
Supplies- Paper goods, kitchen, candy, misc	1000
Postage-	300
Field lights-	5000
Advertising-	8000
Printing-	800
New decorations and restringing	6500
Raffle expenses	4000
Pending Donation to City for parking lot-	35000
<b>Total</b>	<b>\$69030</b>

### Income

Sponsorship	\$16000
Raffle	17000
Donations during event	40000
TPAC	3000
<b>Total</b>	<b>\$73000</b>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: City Manager

\_\_\_\_\_  
Signature (submitted by)

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

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**Subject:**

Wild Rivers Mushroom Festival Event Evaluation

**Recommended Motion:**

Motion to accept the Wild Rivers Mushroom Festival Event Evaluation report.

**Financial Impact:**

Funding was already allocated for this event.

**Background/Discussion:**

At the March 26, 2018 City Council meeting, Council authorized a grant to the Wild Rivers Mushroom Festival event organizers in the amount of \$2,000 in Transient Occupancy Tax (TOT) funding for event costs and advertising.

The event organizers provided an event evaluation report to the Tourism Promotion Advisory Committee.

The organizers estimate that over 1200 people attended the event and estimate 25 percent of participants were from outside the area. The organizers made a profit of just over \$5000 which will be used as seed money for the 2019 event. They feel their event has become self sustaining and will not be requesting further TOT funding.

**Attachment:**

Event Evaluation



# City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1102 Fax (541) 469-3650

## Event Evaluation Form

Please complete and return to the City Manager's Office within three (3) months of event, failure to do so may eliminate your organization from future consideration for funding.

Event:	<u>Wild Rivers Mushroom Festival</u>	Completion Date:	<u>1-28-19</u>
Contact Person:	<u>Kathleen Dickson (541-661-1385; kdickson.1961@gmail.com)</u>		
Amount Awarded	<u>\$2,000</u>		
1. How was the funding used? <u>to cover many of our up-front costs (i.e. venue - event insurance - posters - t-shirts &amp; books for resale - etc.)</u>			
2. Please provide a budget report that includes event expenses and revenue. Include In-Kind services. Use the form below or attach your own. Detailed receipts are not required.			
Revenue Collected		Amount	
<u>see attached</u>		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total		\$ <u>12,883<sup>00</sup></u>	
Expenses Paid		Amount	
<u>see attached</u>		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total		\$ <u>7,879.67</u>	
3. Estimate how many people attended the event: <u>1200<sup>+</sup></u>			
4. Estimate how many people attended from outside Curry County: <u>25% (300<sup>+</sup>) were from outside area</u> To estimate attendance have a sign in sheet or event surveys so that you may determine where people have traveled from and so you have a contact sheet for your next event.			
Signed:	<u>[Signature]</u>	Date:	<u>1-28-19</u>
Organization:	<u>Wild Rivers Mushroom Club</u>		

If more room is needed for any information please attach a second sheet

## Wild Rivers Mushroom Festival 2018 – Budget (1/19/19 final)

<u>Date</u>	<u>Revenue</u>	<u>Cash</u>	<u>In-Kind</u>	<u>total</u>	<u>rcvd</u>
01/01/18	2017 Net Carryover to 2018 Festival	\$1,918.00		\$1,918.00	✓
03/08/18	TPAC Committee Grant (City of Brookings)	\$2,000.00		\$2,000.00	✓
04/07/18	OCVA Strategic Investment Fund Grant	\$1,500.00		\$1,500.00	✓
10/19/18	8 Vendor spaces (incl. Chetco Brewing)	\$270.00		\$270.00	✓
11/11/18	Door charge @ \$1/ea. (kids free)	\$1,056.00		\$1,056.00	✓
11/11/18	Club table sales (water bottles, t-shirts, books, posters)	\$1,770.00		\$1,770.00	✓
11/13/18	Raffle tickets (value \$1,035); Auction bids (value \$2,851)	\$1,913.00		\$1,913.00	✓
11/11/18	Concession sales	\$950.00		\$950.00	✓
11/11/18	Workshops (\$3/ea x 7) + Keynotes (\$5/ea x 2)	\$1,291.00		\$1,291.00	✓
12/03/18	Festival swag sales to WRMC members at 11/11 meeting	\$215.00		\$215.00	✓
	<b>Total Revenue</b>	<b>\$12,883.00</b>	<b>0</b>	<b>\$12,883.00</b>	
<u>Date</u>	<u>Expenses</u>	<u>Cash</u>	<u>In-Kind</u>	<u>total</u>	<u>pd</u>
03/05/18	Venue (Chetco Activity Center: 2 days + kitchen)-deposit	\$200.00		\$200.00	✓
08/06/18	Venue CAC: balance paid	\$935.00		\$935.00	✓
06/18/18	Campbell Risk Management-liability insurance	\$235.25		\$235.25	✓
04/26/18	Festival committee meetings: Jan-Oct (1x\$40 + 9x\$20)	\$220.00		\$220.00	✓
04/20/18	Color Posters – 100 (1 <sup>st</sup> round) – Pacific Rim Copiers	\$90.00		\$90.00	✓
08/06/18	Color Posters – 100 (2 <sup>nd</sup> round) – Coastal Copiers	\$26.25		\$26.25	✓
08/23/18	Color Posters – 100 (3 <sup>rd</sup> round) – Coastal Copiers	\$25.00		\$25.00	✓
08/23/18	Banners x 4	\$149.25		\$149.25	✓
08/06/18	Mushroom Man costume – deposit	\$100.00		\$100.00	✓
09/23/18	Mushroom Man costume – balance	\$100.00		\$100.00	✓
10/26/18	T-shirts – 144 @ \$7.88/ea. (incl. 26 staff t-shirts) – deposit	\$600.00		\$600.00	✓
11/11/18	T-shirts – balance	\$534.54		\$534.54	✓
10/04/18	Radio advertising: JPR radio	\$1,000.00		\$1,000.00	✓
11/21/18	Radio advertising: NPR radio KLCC Eugene	\$400.00		\$400.00	✓
12/12/18	Radio advertising: NPR radio KLCC Eugene – balance	\$100.00		\$100.00	✓
10/24/18	2-day Temp Food License – CCH	\$60.00		\$60.00	✓
10/30/18	Event Brochures – 1000 @ .50/ea.	\$500.00		\$500.00	✓
11/03/18	Honorarium: Dennis desJardin, speaker (Saturday)	\$500.00		\$500.00	✓
11/05/18	Honorarium: Christopher Hobbs, speaker (Sunday)	\$360.00		\$360.00	✓
11/11/18	Workshop leader fees	\$126.00		\$126.00	✓
11/15/18	Expenses: Books (Rain Promises; Field Guide)	\$658.75		\$658.75	✓
11/06/18	Expenses: Food Concession	\$421.30		\$421.30	✓
11/11/18	Expenses: Patti-\$62; Ed-\$8; Kirsten-\$3.69; Kathleen-\$27	\$100.69		\$100.69	✓
11/03/18	Thank you dinner with terBeek's, Dr. Hobbs, Anna	\$95.00		\$95.00	✓
11/11/18	WRMF 11/17 poster sold @ club table (100 @ \$1/ea)	\$100.00		\$100.00	✓
12/14/18	USBank – analysis charge	\$10.00		\$10.00	✓
01/17/19	Thank you ad in Pilot (3 col. X 8 in.)	\$232.64		\$232.64	✓
	<b>Total Expenses</b>	<b>\$7,879.67</b>	<b>\$0.00</b>	<b>\$7,879.67</b>	

**Final Net Carryover to 2019 Festival**

**\$5,003.33**

*Balance in USBank account as of 1/27/19*

**\$5,003.57**

**Difference**

**0.24**

**City of Brookings**  
**Tourism Promotion Special Event Program**  
**Event Evaluation Report: Wild Rivers Mushroom Festival, Nov. 3-4, 2018**

Event Title: Wild Rivers Mushroom Festival

Contact Person: Kathleen Dickson (541-661-1385; kdickson.1961@gmail.com)

Amount Awarded: \$2,000.00

Evaluation Report Completed: Jan. 28, 2019

1. **How was the funding used:** Attached is a copy of our festival budget. As in 2017, the Wild Rivers Mushroom Club (WRMC) used your grant to cover many of our upfront costs: venue rent and event insurance; printing costs (posters, mainly); t-shirts and books for resale at the event; and the like. This year, however, WRMC also had its own funds (carried over from the 2017 festival) which we used to cover the additional upfront costs incurred as a result of expanding the festival to two days. And, as promised, we will be self-sufficient going into the future; we have \$5,003.57 to carry forward to the 2019 festival, and anticipate being able to carry enough forward each year to cover the upfront costs for each ensuing festival.
2. **How many people attended the event:** We saw approximately 1200 people come through the doors over the two-day festival, and while attendance was down a bit from 2017, when approximately 1500 people came by, attendance from OUT of the area was up: this year, 1 in 4 attending the event were from out of the area (25%, or approximately 300), compared to only 20% from out of the area in 2017.

And, based on anecdotal evidence, those who attended this year stayed longer, spent more money, and had a better time! The venue was bigger, which made for a much more pleasant atmosphere, plus there was more to do: we had workshops going all day, both days, and offered a couple of member-led hikes as well. Based on feedback from attendees, the festival committee, and the volunteers, we plan to expand our efforts in both these areas in 2019 in order to "give the people what they want"!

3. **On a side note:** The \$1500.00 grant that we received from the Oregon Coast Visitors Association (OCVA) was used to expand our marketing reach. We went with Jefferson Public Radio (JPR) out of Ashland and the NPR radio station at Lane College in Eugene, which enabled us to reach the markets not only in the Rogue Valley, but also in Humboldt County, California, the Willamette Valley, AND Oregon's central coast.
4. **On another side note:** Once again, the Pilot gave us a very nice pre-festival write-up. Here's the link, in case you missed it: [Mushroom Fest This Weekend in Brookings](#)

We are very grateful for the work that the Tourism Promotion Advisory Council does for groups such as ours. Thank you for supporting us these past two years as we worked to create an event that Brookings can truly be proud of!



Kathleen Dickson, President  
Wild Rivers Mushroom Club

January 28, 2019

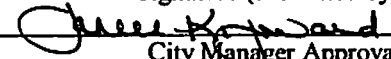
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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**Subject:**


Transient Occupancy Tax (TOT) Fund Allocation for Festival of Art in Stout Park.

**Recommended Motion:**

As recommended by the Tourism Promotion Advisory Committee (TPAC) motion to allocate \$1,000 to the Pelican Bay Arts Association for the Festival of Art in Stout Park event.

**Financial Impact:**

\$1,000 allocated from TOT revenues set aside for tourism promotion.

Approved by Finance & Human Resources Director: 

**Background/Discussion:**

The Festival of Art in Stout Park committee submitted a request for \$1,000 in funding assistance for its annual event scheduled August 3 & 4, 2019. The organizers state the funds will be used to increase advertising and encourage visitors from out of the area.

This matter was considered by TPAC at their February 14, 2019 meeting. TPAC discussed whether the event met its funding criteria and then unanimously recommended granting the amount requested of \$1,000 in TOT funding for the event.

**Attachment:**

Event Funding Application

Event Title:	Festival of Art in Stout Park (FASP)			Amount Requested	\$ 1000
Organization:	Pelican Bay Arts Association				
Event Description:	This event is in it's 7th year. Attracts over 70 vendors and 1000 people. Is the only solely dedicated art festival during the summer tourist season. Promotes the art community in our area. Supports tourism in our area.				
Event Date/s:	August 3rd and 4th, 2019				
Location:	Stout Park			Location secured?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Event Goals:	The goal of this year's event is to increase awareness of our event, local artists and galleries. We want to do advertising in tourist magazines and include a needed Facebook promotion. Previously advertising was focused on print publications with a very short shelf life providing extremely limited advertising.				
How will this event be sustained after the first year ?	Substained by vendor fees				
Sponsors/Investors:	Media Sponsors pending				
<b>Event Budget</b>					
Income			Expenses		
Fees Collected	\$		Facility/Venue Costs	\$	
Admissions	\$	See Attached	Insurance	\$	
Concessions	\$		Advertising	\$	
	\$		Supplies	\$	
	\$			\$	
TOTAL	\$		TOTAL	\$	
How do you intend to evaluate the success of your event and determine the number of out of town visitors?					
We are holding a raffle which includes a free ticket for filling out a "where are you from and how did you find out about us" form					
Contact Person:	Leslie Wilkinson				
Phone:	530.521.5621		Email:	festivalofartinstoutpark@gmail.com	
Mailing Address:	PO Box 2568 Brookings, OR 97415				
If more space is required please attach additional pages					

**2019 B U D G E T**  
**Festival of Art in Stout Park**


<b>INCOME</b>	<b>Budget</b>	
Artist Vendor fees (\$80.00-\$200 each)	\$ 5600.00	Min revenue
10' x 10' space		
PBAA Members \$80		
Non Members \$100		
10' x 15' space		
PBAA Members \$120		
Non Members \$150		
10' x 20' space		
PBAA Members \$160		
Non Members \$200		
Food Truck/Beer/Wine (\$100.00 each-invite only)	500.00	
Donations at event	500.00	
TPAC	<u>\$ 1000.00</u>	
	<b>\$ 7600.00</b>	
<b>EXPENSES</b>		
Advertising	\$ 2900.00	
City fees - use of park	\$ 280.00	
Security	900.00	
Porta-potty (1 ADA, 3 reg, 1 washing station, cleaning)	1000.00	
Sound System (Scott Graves)	450.00	
Kid's Art Zone supplies	60.00	
EntryThingy	200.00	
TRACFone	100.00	Becomes property of
PBAA		
Miscellaneous - various supplies	250.00	
Postage & PO Box	<u>\$ 10.00</u>	
	<b>\$ 6150.00</b>	
<b>Total Profit</b>		<b>\$1450.00 w/TPAC</b> <b>450.00 wo/TPAC</b>

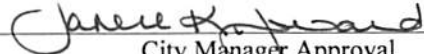
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: PW/DS

  
\_\_\_\_\_  
Signature (submitted by)


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

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Subject: Waste Water Treatment Plant – Grit Removal System Replacement

Recommended Motion: Motion to authorize City Manager to enter into an agreement with OVIVO to replace a failed grit removal system at the Waste Water Treatment Plant.

Financial Impact: The proposal submitted by OVIVO estimates the cost of the replacement system at \$76,941 to be funded from the Waste Water SRF fund.

Reviewed by Finance & Human Resources Director: 

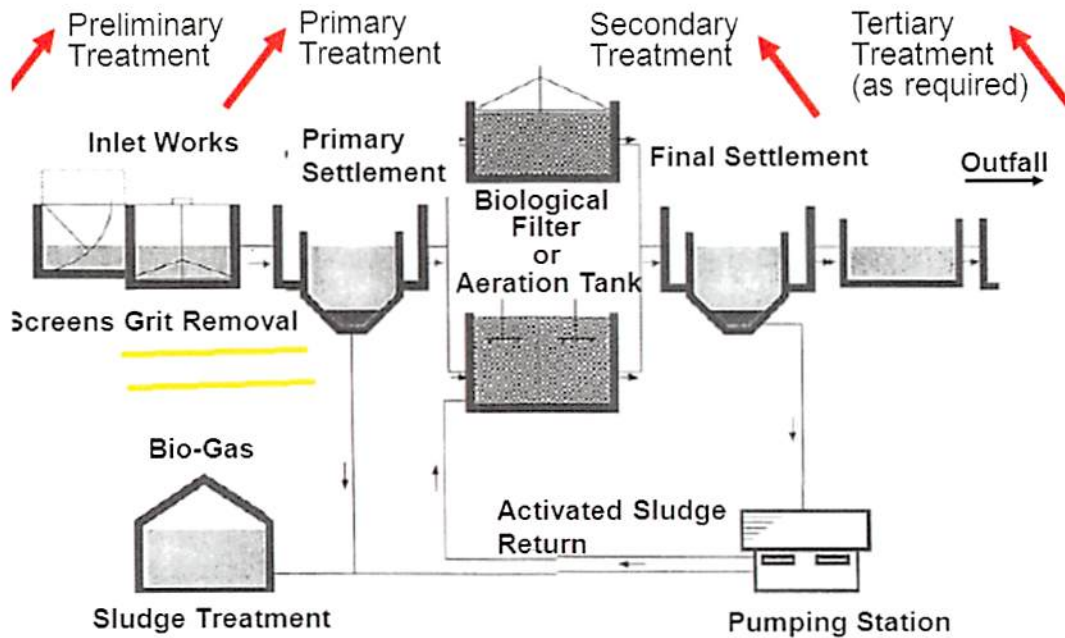
Background/Discussion:

Staff met with Jacobs to discuss C.I.P project at the Waste Water Treatment Plant for the 2018-19 fiscal year. It was determined that the replacement of a failed grit removal system was a high priority project for them. They solicited a quote from a sole source provider (OVIVO) who has all the intellectual property on the system we currently have.

Attachments:

- a. Conventional Wastewater Treatment Plant – City of Brookings
- b. OVIVO Proposal

# 1. Conventional Wastewater Treatment Plant



## What is Grit?

Definition - With respect to grit removal systems, grit is traditionally defined as particles larger than 0.21 mm (0.008 in) (65 mesh) and with a specific gravity of greater than 2.65 (U.S. EPA, 1987). Equipment design was traditionally based on removal of 95 percent of these particles. However, with the recent recognition that smaller particles must be removed to avoid damaging downstream processes, many modern grit removal designs are capable of removing up to 75 percent of 0.15 mm (0.006 in) (100 mesh) material.

Simply put – Grit is primarily smaller inorganic material (sand, gravel, rocks, dirt, metal) and organic material (shells, bones) that is added to the sewer system from either construction, flushing in toilets, garbage disposal, or collection line infiltration.

## Why is Grit bad?

As long as we have a collection system that is vulnerable to occasional failure, or customers that use that collection system Grit will always be an issue at any wastewater facility. Grit buildup in a facility causes a loss in head pressure and capacity that can be detrimental to the treatment process. Treatment plants are designed with capacity and contact time requirements. When an overabundance of grit is allowed to accumulate, it decreases the capacity of any given treatment unit, causing water to receive inadequate treatment or contact time. The very presence of grit defines it as insoluble. Its presence as it moves through the system causes unnecessary pump wear, increased electrical consumption, potential valve and pipe clog, and increased labor costs.



## What is Grit removal?

Occurring during preliminary treatment, grit removal happens directly after screening. Screening takes care of the larger trash and waste items that come through the sewer system. Things like “flushable” diapers and wet wipes, rags, clothing, root balls, construction material, wrappers, animals (rats, snakes, frogs, fish, turtles) Grit includes sand, gravel, cinder, or other heavy solid materials that are “heavier” (higher specific gravity) than the organic biodegradable solids in the wastewater. Grit also includes eggshells, bone chips, seeds, coffee grounds, and large organic particles, such as food waste. Removal of grit prevents unnecessary abrasion and wear of mechanical equipment, grit deposition in pipelines and channels, and accumulation of grit in anaerobic digesters and aeration basins. Grit removal facilities typically precede primary clarification, and follow screening and comminution. This prevents large solids from interfering with grit handling equipment. In secondary treatment plants without primary clarification, grit removal should precede aeration. Many types of grit removal systems exist, including aerated grit chambers, vortex-type (paddle or jet induced vortex) grit removal systems, detritus tanks (short-term sedimentation basins), horizontal flow grit chambers (velocity-controlled channel), and hydro cyclones (cyclonic inertial separation).

The Brookings facility has been designed to have two paddle vortex-type units. One of these units have been failed and been allowed to degrade to the point of being irreparable. This has put an increased demand on the still existing unit, pushing it beyond design expectations.

## Limitations

As the facility was designed with these specific units in place, changing to a different type of grit removal system could be prohibitively expensive.

Specifics: Vortex-Type Grit Chamber

- Vortex grit removal systems are usually of a proprietary design, which makes modifications difficult.
- Vortex units usually require deep excavation due to their depth, increasing construction costs, especially if unrippable rock is present.

Having an existing unit, still operable onsite, allows some modularity when performing maintenance or replacing smaller components.





Worldwide Experts  
in Water Treatment

## PROPOSAL

1-15-0054

12 DECEMBER 2018

# CITY OF BROOKINGS, OR WASTEWATER TREATMENT PLANT

## PREPARED FOR

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Michael Matheson  
Project Manager

## AREA REPRESENTATIVE

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Treatment Equipment Company  
Jens Nielsen  
jens@tec-nw.com

## PREPARED BY

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Jared Holindrake  
Phone (801) 931-3000  
Fax (801) 931-3080  
jared.holindrake@ovivowater.com

Ovivo USA, LLC  
4246 Riverboat Road – Suite 300  
Salt Lake City, Utah 84123-2583



**DATE:** December 13, 2018

**TO:** City of Brookings, OR WWTP

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Treatment Equipment Company  
14400 Bel-Red Road  
#101-C  
Bellevue, WA 98007

Attention: Jens Nielsen  
Telephone: 425-641-4306  
Facsimile: 425-641-9270  
Email: jens@tec-nw.com

#### BID PRICING

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Jeta® Turn Key Replacement	*	\$ <u>76,941.00</u>

## DELIVERY

\*Ovivo will submit drawings for approval within **four (4) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twelve (12) weeks** after receipt of approved drawings from Purchaser.

## GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

## ITEM I - JETA® TURN KEY REPLACEMENT

Ovivo USA (formerly EIMCO Water Technologies) proposes to supply one (1) Jeta® Grit Collector. *The following is in replacement of original job EA2885.* The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

### ITEMS INCLUDED:

- One (1) Jeta® Grit Collector, Model 300, to include:
  - 1.0 HP, 1760 RPM, TEFC helical gear motor suitable for 460/3/60 supply for outdoor use.
  - Standard gear driven gear head – heavy duty cast iron including air bell to prevent ingress of water into the gearbox.
  - 10.75 inch O.D. drive tube – 304 Stainless Steel.
  - Flat disk impeller with adjustable blades, 304 Stainless Steel.
  - First filling of grease and oil.
  - Freight, FCA to job site. **(unloading not included)**
  - Hiring of removal crane services.
  - Removal of old unit and installation, TURN KEY OF THE ABOVE.
  - New O&M Manual

### ITEMS NOT INCLUDED (But not limited to the following):

- Taxes.
- DVD recordings of training sessions.
- Electrical connections.
- Grit container or dumpster.
- Drain piping for the grit classifier.
- Access ladder or stairs.
- Spare motors.
- Disconnect switches.
- Concrete work.
- Civil design.
- Unloading.
- **Disposal of old equipment.**

### FIELD SERVICE:

Ovivo's scope includes the service of a qualified service engineer for the following:

- Five (5) Days / One (1) Trip at the site for the supervision of equipment start-up, testing supervision, and instructing the operators.
- Additional service days can be purchased at the current rate.  
Some site assistance will be needed during project.

## ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

## PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 30 days after date of bid opening. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

## PAYMENT TERMS

Payment terms are:

- Ten percent (10%) net cash after submittal.
- Eighty percent (80%) net cash upon shipment of major Product items.
- Ten percent (10%) upon the earlier of (a) Product startup and (b) one hundred eighty (180) days after completion of shipment.
- Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

## PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by January 14, 2019.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

## STEEL, STAINLESS STEEL AND ALUMINUM PRICE ESCALATION

Recently we have experienced sharp increase in various metal prices, we continuously monitor the markets. To remain competitive, we will not attempt to cover all possible escalations from Bid Date to steel and aluminum placement.

In addition, due to potential material cost fluctuations, the prices quoted in the proposal may be increased based on the actual material cost at the time steel fabrication begins. Steel fabrication is to begin no later than 3 weeks after submittal approval.

The original prices quoted in the proposal are based on the following major cost components occurring at the proposal date:

ITEM	EQUIPMENT	Material	Estimated Weight
I	Jeta® Grit Collector	304 Stainless Steel	700 lbs.
		316 Stainless Steel	N/A
		A36 Carbon Steel	1500 lbs.

Material	BASE SURCHARGE
304 Stainless Steel	US\$ 0.63 / lbs. <sup>1</sup>
316 Stainless Steel	US\$ 0.90 / lbs. <sup>1</sup>
A36 Carbon Steel	US\$ 887 / tonne <sup>2</sup>

1. Cost information is based on the most current ATI surcharge information found at [www.atimetals.com/businesses/atiflatrolledproducts/Pages/stainless-steels-surge-report.aspx](http://www.atimetals.com/businesses/atiflatrolledproducts/Pages/stainless-steels-surge-report.aspx)
2. Cost information is based on the most current North America Composite Carbon Steel price information found at [www.meps.co.uk/allproducts%20steel%20price.htm](http://www.meps.co.uk/allproducts%20steel%20price.htm)

Example of calculation: assuming a proposal made in January for 316/316L steel fabrication purchase order placed in March. The surcharge in January, at time of proposal, was \$0.7460 and the surcharge at time of steel fabrication is \$0.9460. An additional \$0.20/lbs. will be added. Ovivo reserves the rights to make a new proposal if the difference between the surcharges was made in January 2018, and the surcharge at the time of steel placement in March of 2018 is increased. Surcharge increase (\$0.8502 - \$0.6502 = \$0.2000, so an additional increase of \$0.2000/lbs. will be added.

Any additional duties and tariffs invoked after the date of the proposal will be added to the total proposed price.

**TAXES**

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

**BONDS**

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

**BACKCHARGES**

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

**\*\*PURCHASE ORDER SUBMISSION\*\***

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator  
Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, Utah 84123

Fax #: 801-931-3080  
Tel. #: 801-931-3000

## GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

## MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

## WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

## CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

Very truly yours,

Ovivo USA, LLC

Attachment:

Ovivo USA, LLC General Terms and Conditions



Worldwide Experts in Water Treatment

## Terms & Conditions of Sale

**1. ACCEPTANCE.** The proposal of Ovivo USA, LLC ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL INFORMATION.** All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. PAINTING.** The Products shall be painted in accordance with SELLER's standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER's negligence or willful misconduct in connection with this Agreement.

**14. DEFAULT TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargoes, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.



**25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.**

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: PWDSD

  
Signature (submitted by)  
  
City Manager Approval

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**Subject:**

Manufactured Dwelling Permit Fee Update

**Recommended Motion:**

1. Adopt Resolution 19-R-1152, increasing manufactured dwelling permit fees from \$200 to \$405 effective April 1, 2019.

**Financial Impact:**

Increased manufactured dwelling permit fees. Estimated annual increase of \$800 based on the average of four manufactured dwelling permits.

**Background/Discussion:**

The manufactured dwelling permit fee is currently \$200 and the proposed rate is \$405. Staff recommends increasing the manufactured dwelling permit fee to cover inspection and administrative costs. The attached Manufactured Home Fee Analysis shows the breakdown of expenses to the building department for the installation of a manufactured home.

With the approval of the rate increase, the manufactured dwelling permit fee increase would take effect April 1, 2019.

**Attachment(s):**

- a. Resolution 19-R-1152
- b. Manufactured Home Fee Analysis

**CITY OF BROOKINGS**  
**STATE OF OREGON**

**Resolution 19-R-1152**

**A RESOLUTION OF THE CITY OF BROOKINGS ADOPTING A RATE INCREASE FOR MANUFACTURED DWELLINGS.**

WHEREAS, Oregon Revised Statute 455.020 and 455.210 provides authority for adoption of rates, fees and charges to the City of Brookings Building Division; *and*

WHEREAS, the collection of reasonable rates, fees and charges is necessary to sustain the City of Brookings Building Division; and

WHEREAS, the City Council desires to have the building permit charges for the City of Brookings Building Division cover the running costs of the department; and

WHEREAS, the City Council understands that an increase of \$205 is necessary to balance resources; and

WHEREAS, the City Council desires to keep manufactured dwelling permit fees current on an annual basis:

*NOW THEREFORE BE IT RESOLVED*, by the City Council of the City of Brookings, Curry County, Oregon, that the following rates, fees and charges are hereby adopted:

Manufactured Dwelling permits

The manufactured dwelling permit fee is \$405.00

Passed by the City Council March 11, 2019, and made effective April 1, 2019.

Attest:

\_\_\_\_\_  
Mayor Jake Pieper

\_\_\_\_\_  
City Recorder Janell K Howard

## **Typical MFH Cost of Service**

### **Plan review**

<b><u>Employee</u></b>	<b><u>Hourly Bill Out Rate</u></b>	<b><u>Time (hours)</u></b>	<b><u>Expense</u></b>
Garrett Thomson	\$44.38	4	\$177.52
Lauri Zierner	\$40.06	0.5	\$20.03
Anthony Baron	\$66.65	1	\$66.65
Jim Watson	\$52.89	1	\$52.89
<b><u>Subtotal</u></b>		<b><u>6.5</u></b>	<b><u>\$317.09</u></b>

### **Inspections**

<b><u>Minimum Required Inspections</u></b>	<b><u>Time (Hours)</u></b>	<b><u>Expense</u></b>
Foundation & Infrastructure Inspections	0.5	\$22.19
Installation Inspection	0.5	\$22.19
Skirting & Drainage Inspections	0.5	\$22.19
Final & Grading Inspections	0.5	\$22.19
<b><u>Subtotal</u></b>	<b><u>2</u></b>	<b><u>\$88.76</u></b>

<b><u>Total</u></b>	<b><u>\$405.85</u></b>
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\$405 for base cost per manufactured dwelling (\$405 proposed fee - \$200 existing fee) 4 average per year = \$800 additional per year. Regular building fee increases would align with the annual fee increases in June.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 11, 2019

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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Subject: Appoint City Recorder.

Recommended Motion:

Motion to appoint Janell Howard as City Recorder.

Background/Discussion:

City Council accepted Teri Davis' resignation on October 22, 2018, and appointed Janell Howard Interim City Recorder effective November 2, 2018.

I reviewed the position of City Recorder and how that position has fit into the City organizational structure over the last couple of decades. Prior to 2008, the Finance Director had also been the Recorder, so this is not unusual in Brookings, and is also common in other jurisdictions.

The Administrative Aide to the City Manager was previously the backup to the City Recorder. I promoted the Administrative Aide to the Deputy Recorder position in January. Her duties include many from the City Recorder position and some from the Administrative Aide position. The Charter requires that the Council make appointment for City Recorder. I recommend that the Council appoint the City Manager/Finance Director as Recorder. The Employment Agreement with the City Manager does state that the position shall "oversee work relating to the maintenance of official City records and elections."

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/18	02/01/2018	80812	882	Advanced Security Systems	25-00-2005	85.00
02/18	02/01/2018	80813	4608	BMI	20-00-2005	220.00
02/18	02/01/2018	80814	313	Brookings Vol Firefighters	10-00-2005	2,250.00
02/18	02/01/2018	80815	715	Budge McHugh Supply	20-00-2005	6,573.39
02/18	02/01/2018	80816	5567	CAL/OR Insurance Specialists Inc	30-00-2005	683.33
02/18	02/01/2018	80817	193	Central Equipment Co, Inc	15-00-2005	7,995.00
02/18	02/01/2018	80818	5827	Coastal Investments LLC	10-00-2005	1,130.00
02/18	02/01/2018	80819	1745	Coastal Paper & Supply, Inc	10-00-2005	1,193.22
02/18	02/01/2018	80820	183	Colvin Oil Company	25-00-2005	2,780.09
02/18	02/01/2018	80821	182	Coos-Curry Electric	10-00-2005	30,976.50
02/18	02/01/2018	80822	1357	Curry County Clerk	10-00-2005	500.00
02/18	02/01/2018	80823	5577	Davis, Teresa	10-00-2005	21.98
02/18	02/01/2018	80824	1	James Cook	20-00-2005	53.01
02/18	02/01/2018	80825	1	Charles Green	20-00-2005	45.00
02/18	02/01/2018	80826	1	Lori Johns	20-00-2005	28.80
02/18	02/01/2018	80827	1	Garrett Thomson	20-00-2005	20.81
02/18	02/01/2018	80828	1	Roxi Tippetts	20-00-2005	90.06
02/18	02/01/2018	80829	371	Dept. of Environmental Quality	25-00-2005	585.00
02/18	02/01/2018	80830	5642	Financial Pacific Leasing	10-00-2005	4,031.88
02/18	02/01/2018	80831	5432	First Community Credit Union	25-00-2005	812.99
02/18	02/01/2018	80832	298	Freeman Rock, Inc	10-00-2005	47.60
02/18	02/01/2018	80833	328	Les Schwab Tire Center	10-00-2005	1,510.89
02/18	02/01/2018	80834	4269	Gary Milliman	10-00-2005	131.96
02/18	02/01/2018	80835	4269	Milliman, Gary	10-00-2005	67.50
02/18	02/01/2018	80836	4793	Nor-Pac Power Systems LLC	25-00-2005	3,413.36
02/18	02/01/2018	80837	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
02/18	02/01/2018	80838	322	Postmaster	25-00-2005	850.00
02/18	02/01/2018	80839	207	Quill Corporation	10-00-2005	966.25
02/18	02/01/2018	80840	3	Tammy Spaulding	20-00-2005	90.75
02/18	02/01/2018	80841	3309	Roberts & Associates	15-00-2005	2,300.00
02/18	02/01/2018	80842	1840	Rogue Credit Union	25-00-2005	2,497.61
02/18	02/01/2018	80843	5298	Sea Clear Window Cleaning	15-00-2005	2,100.00
02/18	02/01/2018	80844	380	Stadelman Electric Inc	50-00-2005	4,697.00
02/18	02/01/2018	80845	2125	State of OR Water Resources Dept	20-00-2005	670.00
02/18	02/01/2018	80846	5448	Stover Engineering	50-00-2005	3,087.20
02/18	02/01/2018	80847	432	USA Bluebook	20-00-2005	513.56
02/18	02/01/2018	80848	2863	Verizon Wireless	20-00-2005	428.70
02/18	02/01/2018	80849	4131	Zumar Industries Inc	15-00-2005	386.64
02/18	02/08/2018	80850	5253	Anchor Lock & Key	10-00-2005	85.00
02/18	02/08/2018	80851	5070	Canon Solutions America	10-00-2005	86.55
02/18	02/14/2018	80852	193	Central Equipment Co, Inc	50-00-2005	.00 V
02/18	02/08/2018	80853	3015	Charter Communications	30-00-2005	495.00
02/18	02/08/2018	80854	5822	Chaves Consulting Inc	49-00-2005	370.20
02/18	02/08/2018	80855	3834	Clean Sweep Janitorial Service	10-00-2005	1,630.00
02/18	02/08/2018	80856	183	Colvin Oil Company	25-00-2005	4,256.68
02/18	02/08/2018	80857	284	Day Management Corp	30-00-2005	907.14
02/18	02/08/2018	80858	317	DCBS - Fiscal Services	10-00-2005	20.51
02/18	02/08/2018	80859	1	Andrew Boonstra	20-00-2005	284.11
02/18	02/08/2018	80860	3342	Fastenal	25-00-2005	354.65
02/18	02/08/2018	80861	153	Ferrellgas	25-00-2005	950.98
02/18	02/08/2018	80862	4646	Frontier	30-00-2005	545.35
02/18	02/08/2018	80863	4518	Government Ethics Commission	10-00-2005	741.18
02/18	02/08/2018	80864	4171	In-Motion Graphics	61-00-2005	450.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/18	02/08/2018	80865	162	Kerr Hardware	10-00-2005	1,508.40
02/18	02/08/2018	80866	5813	Mark Rogers Painting	50-00-2005	1,200.00
02/18	02/08/2018	80867	4981	McLennan Excavation, Inc	54-00-2005	19,218.49
02/18	02/08/2018	80868	4443	Napa Auto Parts-Golder's	15-00-2005	25.24
02/18	02/08/2018	80869	4487	Net Assets Corporation	10-00-2005	220.00
02/18	02/08/2018	80870	4781	OHA Drinking Water Services	50-00-2005	248.00
02/18	02/08/2018	80871	3561	Oil Can Henry's	10-00-2005	118.46
02/18	02/08/2018	80872	5008	Online Information Services	10-00-2005	103.50
02/18	02/08/2018	80873	5696	Oregon Business Forms Inc	10-00-2005	367.14
02/18	02/08/2018	80874	5390	O'Reilly Automotive, Inc	10-00-2005	14.42
02/18	02/08/2018	80875	5850	Packaging Corporation of America	10-00-2005	559.50
02/18	02/08/2018	80876	252	Paramount Pest Control	10-00-2005	50.00
02/18	02/08/2018	80877	4	Azalea Park Foundation	10-00-2005	21.50
02/18	02/08/2018	80878	4	Azam Carlson	10-00-2005	50.00
02/18	02/08/2018	80879	5849	PR Diamond Products Inc	15-00-2005	147.00
02/18	02/08/2018	80880	5059	Reddaway INC	15-00-2005	576.43
02/18	02/08/2018	80881	990	UPS	20-00-2005	96.21
02/18	02/08/2018	80882	861	Village Express Mail Center	10-00-2005	22.20
02/18	02/08/2018	80883	2122	Cardmember Service	10-00-2005	3,138.31
02/18	02/08/2018	80884	169	Waste Connections Inc	10-00-2005	823.29
02/18	02/08/2018	80885	151	Western Communications, Inc.	10-00-2005	714.20
02/18	02/15/2018	80886	2578	Action Trophies	10-00-2005	7.50
02/18	02/15/2018	80887	4734	Aramark Uniform Services	10-00-2005	120.00
02/18	02/15/2018	80888	4788	BOLI	51-00-2005	250.00
02/18	02/15/2018	80889	5108	Brad Kelly, PT	10-00-2005	360.00
02/18	02/15/2018	80890	5048	Brookings Harbor Medical Center	10-00-2005	805.00
02/18	02/15/2018	80891	416	Brookings Lock & Safe Inc	10-00-2005	38.00
02/18	02/15/2018	80892	193	Central Equipment Co, Inc	50-00-2005	4,000.00
02/18	02/15/2018	80893	3015	Charter Communications	10-00-2005	224.96
02/18	02/15/2018	80894	3834	Clean Sweep Janitorial Service	25-00-2005	225.00
02/18	02/15/2018	80895	173	Curry Equipment	10-00-2005	854.89
02/18	02/15/2018	80896	166	Dan's Auto & Marine Electric	15-00-2005	475.99
02/18	02/15/2018	80897	185	Del Cur Supply	20-00-2005	111.35
02/18	02/15/2018	80898	1	Sarah Kutzer	20-00-2005	271.66
02/18	02/15/2018	80899	1	Ellen O'Brien	20-00-2005	38.82
02/18	02/15/2018	80900	1	Alyshia Pacino	20-00-2005	122.38
02/18	02/15/2018	80901	1	Justice Perrin	20-00-2005	59.48
02/18	02/15/2018	80902	4011	ECO Lab	25-00-2005	241.42
02/18	02/15/2018	80903	261	Engineered Control Products	20-00-2005	150.54
02/18	02/15/2018	80904	4950	Equipump	25-00-2005	1,826.00
02/18	02/15/2018	80905	5753	James M Fallman Jr	10-00-2005	400.00
02/18	02/15/2018	80906	3342	Fastenal	15-00-2005	130.25
02/18	02/15/2018	80907	4646	Frontier	25-00-2005	896.96
02/18	02/15/2018	80908	5065	Gold Beach Lumber	50-00-2005	1,729.04
02/18	02/15/2018	80909	5172	Gowman Electric, Inc	20-00-2005	500.00
02/18	02/15/2018	80910	198	Grants Pass Water Lab	20-00-2005	336.00
02/18	02/15/2018	80911	3961	Grizzly Fence & Construction	25-00-2005	225.00
02/18	02/15/2018	80912	167	Hach Company	25-00-2005	907.70
02/18	02/15/2018	80913	139	Harbor Logging Supply	20-00-2005	237.60
02/18	02/15/2018	80914	199	Richard Harper	10-00-2005	400.00
02/18	02/15/2018	80915	3408	IDEXX Distribution Inc	25-00-2005	1,106.17
02/18	02/15/2018	80916	5615	International Inst of Municipal Clerks	10-00-2005	100.00
02/18	02/15/2018	80917	4980	iSecure	10-00-2005	33.00
02/18	02/15/2018	80918	4573	Methodworks	25-00-2005	1,845.00
02/18	02/15/2018	80919	5257	Mill Casino, The	10-00-2005	93.00
02/18	02/15/2018	80920	2971	Mission Communications LLC	20-00-2005	1,250.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/18	02/15/2018	80921	685	Neilson Research Corporation	25-00-2005	208.80
02/18	02/15/2018	80922	5364	North Central Laboratories	25-00-2005	366.89
02/18	02/15/2018	80923	334	North Coast Electric Company	25-00-2005	390.02
02/18	02/15/2018	80924	3159	NorthCoast Health Screening	10-00-2005	267.00
02/18	02/15/2018	80925	5244	OMJA	10-00-2005	100.00
02/18	02/15/2018	80926	5603	Oregon Assoc of Municipal Recorders	10-00-2005	50.00
02/18	02/15/2018	80927	207	Quill Corporation	10-00-2005	310.22
02/18	02/15/2018	80928	5851	Quinn's Well Pump & Filtration Service	50-00-2005	5,442.00
02/18	02/15/2018	80929	3093	Shelton Turnbull Printers Inc	10-00-2005	157.18
02/18	02/15/2018	80930	5730	Spectrum Reach	32-00-2005	1,000.00
02/18	02/15/2018	80931	5457	Speer Hoyt LLC	10-00-2005	936.00
02/18	02/15/2018	80932	142	Tidewater Contractors Inc	51-00-2005	7,775.00
02/18	02/15/2018	80933	1412	Triangle Pump & Equipment Inc	25-00-2005	216.17
02/18	02/15/2018	80934	5011	Xylem Water Solutions USA, INC	25-00-2005	4,002.50
02/18	02/15/2018	80935	5731	Tom Yockey	10-00-2005	91.00
02/18	02/22/2018	80936	2149	American Backflow Prev Assoc	20-00-2005	85.00
02/18	02/22/2018	80937	993	ATCO International	10-00-2005	220.00
02/18	02/22/2018	80938	5527	Big State Industrial Supply Inc	25-00-2005	300.88
02/18	02/22/2018	80939	5048	Brookings Harbor Medical Center	10-00-2005	150.00
02/18	02/22/2018	80940	5070	Canon Solutions America	10-00-2005	230.36
02/18	02/22/2018	80941	183	Colvin Oil Company	25-00-2005	3,976.99
02/18	02/22/2018	80942	1674	Correct Equipment Inc	25-00-2005	2,241.92
02/18	02/22/2018	80943	4746	Curry County Treasurer	10-00-2005	608.00
02/18	02/22/2018	80944	1	Marcia Crooks	20-00-2005	16.06
02/18	02/22/2018	80945	1	Ronald Ross	20-00-2005	232.49
02/18	02/22/2018	80946	5156	Desi's Tree Trimming	10-00-2005	800.00
02/18	02/22/2018	80947	2640	Dyer Partnership Inc., The	15-00-2005	53,239.71
02/18	02/22/2018	80948	5804	Early Management Team Inc	50-00-2005	476.00
02/18	02/22/2018	80949	5125	Jordan Fanning LLC	25-00-2005	2,500.00
02/18	02/22/2018	80950	5235	Ferguson Enterprises Inc #3007	20-00-2005	470.59
02/18	02/22/2018	80951	2971	Mission Communications LLC	20-00-2005	563.40
02/18	02/22/2018	80952	5847	MPress LLC	10-00-2005	30.00
02/18	02/22/2018	80953	424	Munnell & Sherrill	25-00-2005	120.06
02/18	02/22/2018	80954	329	New Hope Plumbing	58-00-2005	595.00
02/18	02/22/2018	80955	334	North Coast Electric Company	25-00-2005	5,146.20
02/18	02/22/2018	80956	5155	Oregon Department of Revenue	10-00-2005	1,823.33
02/18	02/22/2018	80957	427	Oregon Pacific Company	10-00-2005	219.60
02/18	02/22/2018	80958	2089	OVFA	10-00-2005	205.00
02/18	02/22/2018	80959	4	Vickie Sandler	10-00-2005	214.00
02/18	02/22/2018	80960	207	Quill Corporation	10-00-2005	179.92
02/18	02/22/2018	80961	142	Tidewater Contractors Inc	55-00-2005	141,907.44
02/18	02/22/2018	80962	3752	Trace Analytics, LLC	10-00-2005	80.00
Grand Totals:						383,052.16

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

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

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

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\_\_\_\_\_

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

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Report Criteria:

Report type: Summary

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# City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1102 Fax (541) 469-3650

[rritz@brookings.or.us](mailto:rritz@brookings.or.us)

## Committee Vacancies

Date: February 11, 2019

**Re: Vacant Volunteer Positions**

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

Position	Held By	Month/ Day	Year Expires	Term/ Years
Parks & Rec #5	VACANT	2/1	2022	2
Planning Commission #3	VACANT	4/1	2020	4
Planning Commission #5	VACANT	4/1	2021	4

# Sudden Oak Death: Economic Impact Assessment

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Prepared by:



MB&G

Highland Economics | Mason, Bruce & Girard, Inc.  
2/15/2019

Prepared for:



Oregon Department of Forestry

## 1.0 EXECUTIVE SUMMARY

This report estimates economic impacts of Sudden Oak Death (SOD) in southwest Oregon. The disease causes widespread mortality chiefly in tanoak (*Notholithocarpus densiflorus*). Through 2018, SOD has caused minor impacts on the regional economy:

- No current impact to annual timber harvest, export or log prices
- Inconsequential reduction in tanoak fiber shipments from Curry County
  - SOD treatment funding of \$1.5 million per year from federal and state funding sources
  - Anecdotal loss of real estate transaction values in select instances
- No decline in recreation or tourism revenues attributable unequivocally to SOD

Potential impacts of SOD strike at core values that elude economic quantification, particularly tribal cultural values and the existence merits of tanoak-dominated forests. Cultural practices with great historic and traditional meaning—acorn gathering, materials for basket weaving, hunting—are already compromised by SOD, but lack a consensus value assessment in market terms. SOD may be an existential threat to tanoak and associated obligate species; while missing a clear monetary equivalent, these forests nonetheless have inherent existence value and may contribute ecosystem-level or biodiversity values unrecognized prior to extirpation.

Under current disease management, the SOD infestation will expand through Curry County between 0.5 and 4.5 miles per year. ODF's treatment regime should control the rate of expansion, while halting treatment would most likely accelerate infestation. Continued treatment may constrain SOD south of the Rogue River to 2028 and within Curry County to 2038. Without treatment, SOD could move north of the Rogue River by 2023 and to Coos County by 2028. Other disease models under development could provide alternative estimates of SOD expansion, including explicit climate change effects.

Alternative SOD management strategies may determine whether southwest Oregon can continue timber exports, maintain present ecosystem functions, ensure high quality of life for residents, and remain an attractive location for outdoor pursuits. If the ODF SOD treatment regime were terminated as of January 1<sup>st</sup>, 2019, serious economic impacts might occur as SOD expands to Coos County, which could happen as soon as 2028:

- Sanctions on southwest Oregon timber exports by China, Japan, and/or Korea
- Loss of 1,200 jobs related to timber export; \$57.9 million in annual wages
- Reduction of timber harvest by 15%, with proportional loss of forest products harvest tax revenue, and forest sector jobs and wages
- Collapse of rural residential property value; loss of real estate transaction revenues
- Decline in recreation and tourism income out of proportion to the extent of SOD infestation; unfavorable public perceptions of the region take hold

We compared the preceding consequences of halted treatment to the likely outcome of continued SOD management. A treatment regime comparable to ODF's current procedures, giving equal priority to controlling either the NA1 or EU1 strain, could delay the spread of SOD north of the Rogue River until 2028, and prevent infestation of Coos County beyond 2038.

**Funding SOD treatments for a total cost of \$30 million over the next 20 years could offset loss of 1,200 jobs by 2028 and \$580 million in wages from 2028 to 2038.**

Regional economic impacts on the forest sector and non-timber concerns may be amplified by SOD, yet other factors could render SOD irrelevant. Loss of access to timber export markets in 2028 due to SOD could be precluded if international trade agreements break down over e.g. tariffs on US imports from China circa 2020. Impacts on property values or recreational industries may be overshadowed if SOD-infested forests and residential communities are destroyed by major wildfires. Ecosystem services provided by tanoak forests could be compromised by SOD, but the same functions could be more definitively impaired by climate change, wildfire, or development. [We conclude that SOD may potentiate other regional trends already in motion—rural economic decline, wildfire frequency, climate change, biodiversity loss—but that only retrospectively may SOD be declared as the decisive cause of any economic impacts.]