

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, February 8, 2021, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

E. Consent Calendar

1. Approve Council minutes for January 25, 2021 [Pg. 1]
2. Approve Park & Rec Minutes for September 22, 2020 [Pg. 3]

F. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders

1. Approve Inflow and Infiltration Repair Contract [PWDS, Pg. 5]
2. Accept Safe Routes to School Grant and Appropriate Funds [PWDS, Pg. 6]
 - a) ODOT Safe Routes to Schools grant agreement [Pg.8]
 - b) Resolution 21-R-1196 [Pg. 28]

G. Informational Non-Action Items

1. January Vouchers

H. Remarks from Mayor and Councilors

I. Adjournment

*The agenda packet is available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

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Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

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City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, January 25, 2021

Call to Order

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

Roll Call

Council Present: Mayor Jake Pieper, Councilors Brad Alcorn, Ed Schreiber, John McKinney and Ron Hedenskog; a quorum present.

Staff present: City Manager Janell Howard, Public Works and Development Services Director Anthony Baron, Police Chief Kelby McCrae, Deputy Recorder Natasha Tippetts.

Media Present: None

Others Present: 5 audience members

Ceremonies

None

Scheduled Public Appearances

None

Oral Requests and Communications from the Audience

1. Debbie Salzman, PO Box 608, Brookings – Presented Mayor Pieper with a framed certificate for his participation in the ceremony from Wreaths Across America.
2. Diana Cooper, 805 Paradise Lane, Brookings – Provided information for Brookings Harbor Task Force.
3. Jean Soderman, 1724 Arch Lane, Brookings – Spoke against the usage of masks as protection on Covid-19.

Consent Calendar

1. Approve Council Minutes for January 15, 2021
2. Receive monthly financial report for November, 2020

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

Staff Reports

1. South Coast Interagency Narcotics Team Intergovernmental Agreement

Kelby McCrae presented the staff report

Councilor Alcorn moved, Councilor McKinney seconded and Council voted unanimously to authorize the Mayor to sign the 2020-2022 Intergovernmental Agreement with SCINT.

2. Repairs to Pump House

Tony Baron presented the staff report

Councilor Alcorn moved, Councilor Hedenskog seconded, and Council voted unanimously to authorize City Manager to enter into an agreement with Affordable Construction & Repair Inc. in the amount of \$88,300.

3. Authorize Signatories Resolution

Janell Howard presented the staff report

Councilor Alcorn moved, Councilor Hedenskog seconded and Council voted unanimously to adopt Resolution 21-R-1195, a Resolution authorizing signatories for all city financial activities.

4. Liaison Appointment

Janell Howard presented the staff report

Council discussed the current Council Liaison chart. Councilor Alcorn submitted he would like to be appointed to Curry County Commission. Councilor Schreiber submitted he would like to be appointed to the Port of Brookings Harbor.

Councilor Schreiber moved, Councilor Hedenskog seconded and Council voted unanimously to make those changes to the Council Liaison chart.

Remarks from Mayor and Councilors

Councilor Schreiber remarked he would like to see an update on how the Community Resource Officer is doing at his new job. Mayor Pieper concurred on this.

Mayor Pieper remarked he would also like to see agendas for Council Meetings be put out sooner for the public and also for Council Members as well if possible.

Adjournment

Councilor Hedenskog moved, Councilor Alcorn seconded and Council voted unanimously to adjourn the meeting at 7:48 PM.

Respectfully submitted:

ATTESTED:
this 8th day of February, 2021:

Jake Pieper, Mayor

Janell K. Howard, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
September 22, 2020

CALL TO ORDER

Chair Kather called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Jaime Armstrong, Lonnie Nalls, Lex Rau and Chair Trace Kather

Also present: Deputy PWDS Director Jay Trost

Approximately one audience member

APPROVAL OF MINUTES

Motion made by Commissioner Nalls to approve the minutes of June 25, 2020; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES – Mike Worthey who recently applied for the Parks & Rec Commission introduced himself to the Commission; his formal appointment has not yet been made. He has lived in the community for many years, raised his family here and is active with local sporting events. He is looking forward to serving on the Commission.

COMMISSION BUSINESS

A. Resignation of Commissioner Lonnie Nalls – Commission accepted resignation of Commissioner Nalls, who will be relocating out of the area.

B. Rescheduling November meeting to November 19, 2020 – Because of the Thanksgiving holiday, the November meeting will be moved to November 19, 2020.

REGULAR AGENDA – None

INFORMATION UPDATES/DISCUSSION ITEMS

A. Park Updates – Jay Trost updated Commission on park work being done. Improvements are being made to Bankus Park, including recent removal of a diseased cherry tree, new landscaping with irrigation, planting of two new trees, adding concrete benches and sod. He also noted that four benches have been removed from the downtown area by Public Works as homeless individuals were living/defecating on the benches ruining the bench finishes. Once the benches are clean and refurbished they will be repurposed.

B. Azalea Park – Basketball court lights have been installed and courts are being used. Park and fields are being actively used by all sports. Nine softball tournaments have been scheduled thru the end of the year with local and out of town teams, the most use they have seen since built. The fields are holding up well with the parks crew doing a great job of maintaining. The Outdoor Fitness area that is being funded by All Care and Rotary is scheduled to be installed next week along with curbing and signage. The lower parking lot across from St. Tim's is currently closed and being redesigned allowing for more functional parking.

C. Chetco Point – Installing water at the Dog Park for dogs and patrons. Out on the Point safety rails are being installed along the edges.

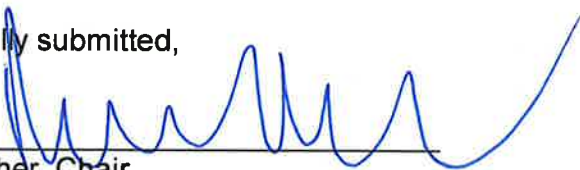
D. Swimming Pool – During COVID the pool schedule was adjusted with no public swim time, however private pool rentals were allowed on weekends, which was very popular. Pool manager Sienna Worthy coordinated scheduling and the season ended with an \$8000 increase over last year. Because of increased interest pool season has been extended thru September.

E. Enhanced video systems that so far have been installed at Mill Beach and the Azalea Park ballfields & shop area have been successful. Damage done to the Mill Beach mechanical room, spray painting that occurred at Mill Beach, Bud Cross, the skate park and Azalea Park and the dumping of 17 bags of trash were all caught on film and the vandals have been located and held accountable. We will soon be expanding the video system with cameras into the rest of Azalea Park, Bud Cross and at the pool.

ADJOURNMENT

Next meeting scheduled for November 19, 2020. With no further business, meeting adjourned at 7:33 pm.

Respectfully submitted,



Trace Kather, Chair


(Approved at January 28, 2021 meeting)

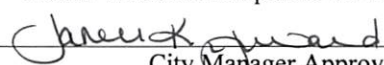
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 8, 2021

Originating Dept: PW/DS


Public Works/Development Services Director


City Manager Approval

Subject: Award contract for 2021 Cured in Place Trenchless Point Repair (CIPP) project.

Recommendation: Motion to authorize the City Manager to execute a public improvement contract with Insituform Technologies LLC in the amount of \$122,600 for the 2021 CIPP repair project.

Financial Impact: There are adequate funds budgeted in fiscal year 2020-21 for this annual repair and cleaning program. \$49,000 is budgeted directly for inflow and infiltration (I/I) repair, an additional \$30,000 is budgeted for line maintenance in the wastewater collections fund. The remainder will be paid from the systems replacement fee budget line item.

Background/Discussion: I/I repair reduces the volume of water traveling to, and being treated by, our wastewater treatment plant (WWTP). This reduction lowers our costs associated with operations and maintenance of that facility.

CIPP technology involves applying a plastic resin that adheres to the inside of the pipe forming a durable coating which seals the interior of the pipe. Using this technology we avoid the complications inherent in conventional repair methods that require the pipe to be exposed. CIPP is cost effective and does not require trenching and the resulting disruption to the neighborhood where the work is being done.

A request for bids for the 2021 CIPP project was published on January 5, 2021 and three companies that perform this type of work submitted bids on January 28th.

Bidders	Bid
Insituform Technologies LLC	\$122,600
C More Pipe	\$139,190
Michels	\$134,174

The project includes cleaning and repairing 2100 lineal feet of 8" sanitary sewer line on Del Norte Lane and Hemlock Street. The project is scheduled to occur in late May early June of this year.

Attachment(s): None

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 8, 2021

Signature (submitted by)

Originating Dept: PWDS

James H. [Signature]
City Manager Approval

Subject:

Safe Routes to School Grant Program Agreement.

Recommended Motion:

Adopt Resolution 21-R-1196 authorizing the City Manager to enter into a grant agreement with the Oregon Department of Transportation for the Safe Routes to School Program project on Fern Avenue and appropriate the grant funds.

Financial Impact:

City match of \$275,190 from the Streets System Replacement Fund, Streets Systems Development Fund, and through the DIA from Brookings Harbor School District.

Background/Discussion:

In 2018, staff prepared a pedestrian improvement project for the Oregon Department of Transportation (ODOT) Safe Routes to School (SRTS) that included partial street surface work, storm water improvements, curb, gutter and sidewalks along Fern Avenue from Ransom Avenue to the intersection of Fern Avenue and Elk Drive. We did not receive the grant in 2018. Staff resubmitted the request in 2020 which included requested ODOT pedestrian enhancements on Chetco Avenue at 5th Street and Pacific. Staff received notice in late 2020 that the project was selected for the grant. The work will tie into existing Easy Street improvements in front of Kalmiopsis Elementary School completed under the SRTS grant program in 2015.

There are currently no curbs or sidewalks along this heavily traveled portion of Fern Avenue. Parking is limited during events (sporting and graduation) at the football field and pedestrian safety is compromised by low lighting and improper separation of vehicles and pedestrians.

The total project cost approved by ODOT is \$1,796,140, of which \$1,372,950 is the grant award from the SRTS program. In addition, ODOT is using other funds to match \$148,000, and the City will have the remaining match of \$275,190. Part of that match, \$71,780, will be provided under a Deferred Improvement Agreement (DIA) between the City and School District established to defer street improvements in 2001 along Fern Avenue between Ransom Avenue and Easy Street. The agreement was established when the district performed the \$10 million bonded renovation project in 2001.

Staff has met with the Brookings Harbor School District Administration to discuss their portion of the funding under the DIA and to tentatively agree on a construction schedule that includes a start date of mid 2022. Once the SRTS agreement is executed the project must be completed within 5 years.

Attachments:

- a. ODOT Safe Routes to Schools grant agreement
- b. Resolution 21-R-1196

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
Project Name: Kalmiopsis Elementary School - Fern Avenue Sidewalks

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and City of Brookings, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the "Availability Termination Date").
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$1,796,140. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$1,372,950 (the "Grant Funds"). In addition to the Grant Funds, and upon written request, ODOT shall provide Recipient \$148,000 in funds available to Recipient under ORS 366.514 ("Bike/Ped Funds") for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for the Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
 - ii.** Eligible Costs do NOT include:
 - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
 - B.** loans or grants to be made to third parties;
 - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. Project Change Procedures.**
 - i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
 - ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a.** ODOT shall reimburse Recipient for 80 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT’s receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/20DOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. ODOT shall disburse the entirety of the Bike/Ped Funds to Recipient within 45 days of Recipient's written request.
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

- ii. **Recovery of Grant Funds upon Termination.** If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
 - i. **Reporting**
 - i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
 - ii. **Final Report.** Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.
- 6. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
 - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
 - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment,

declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the

insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.

- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other

agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings,

ODOT/Recipient
Agreement No. 34510

agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34510

City of Brookings, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Anthony Baron
898 Elk Drive
Brookings, OR 97415
(541) 469-1159
abaron@brookings.or.us

ODOT Contact (SRTS):

LeeAnne Fergason
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
LeeAnne.Fergason@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager

Name _____
(printed)

Date _____

By Michael Kimlinger via email
State Traffic-Roadway Engineer

Date November 3, 2020

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved in file
Assistant Attorney General

Date January 7, 2021

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34510

Project Name: Kalmiopsis Elementary School - Fern Avenue Sidewalks

A. PROJECT DESCRIPTION

Fern Avenue at intersection of Ransom Avenue, Easy Street, and Elk Drive.

Project includes the installation of sidewalks. Hwy 101 from approximately 5th to Pacific. Project includes marked crosswalks and creative street design.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSPProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	3/28/2021
2	Project completion (Project must be completed within 5 years of agreement execution.)	9/26/2021

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.

2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.

3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

4. Americans with Disabilities Act Compliance

a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):

- i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. **Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
 - i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

5. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.

CITY OF BROOKINGS

RESOLUTION 21-R-1196

A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING ODOT SAFE ROUTES TO SCHOOL PROGRAM GRANT AND APPROPRIATING THOSE FUNDS

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

WHEREAS, ORS 294.338(2) allows the governing body to accept and appropriate specific purpose grants in the year of receipt, and

WHEREAS, the City Council accepts a grant of \$1,372,950 from the State of Oregon, Department of Transportation (ODOT) for the Safe Routes to Schools Program and \$148,000 from ODOT matching funds on the Fern Avenue Project, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby accepts grant and appropriates funds pursuant to ORS 294.338(2).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2020, and for purposes shown below are hereby revised by the City Council as follows:

Street SDC Fund

Resources:	
Grants	\$ 1,520,950
Requirements:	
Construction	\$ 1,520,950

Passed by the City Council February 8, 2021, and made effective the same date.

Attest:

Jake Pieper, Mayor

Janell K. Howard, City Recorder

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/21	01/07/2021	85948	6058	101 Bar & Grill	32-00-2005	120.00
01/21	01/07/2021	85949	993	ATCO International	10-00-2005	533.26
01/21	01/07/2021	85950	6059	Backstreet Bar	32-00-2005	210.00
01/21	01/07/2021	85951	6060	Bell & Whistle Coffee House	32-00-2005	90.00
01/21	01/07/2021	85952	4506	Blue Water Cafe	32-00-2005	300.00
01/21	01/07/2021	85953	4859	Brookings Harbor Garden Club	10-00-2005	1,500.00
01/21	01/07/2021	85954	714	Brookings Signs & Graphics	10-00-2005	122.00
01/21	01/07/2021	85955	313	Brookings Vol Firefighters	10-00-2005	2,250.00
01/21	01/07/2021	85956	715	Budge McHugh Supply	20-00-2005	290.07
01/21	01/07/2021	85957	5567	CAL/OR Insurance Specialists Inc	30-00-2005	683.33
01/21	01/07/2021	85958	6047	Casita De Oro Mexican Restaurant	32-00-2005	120.00
01/21	01/07/2021	85959	6061	Catalyst Seafood Restaurant & Lounge	32-00-2005	450.00
01/21	01/07/2021	85960	6048	Cazadores Mexican Restaurant	32-00-2005	180.00
01/21	01/07/2021	85961	5842	Century West Engineering Corp	33-00-2005	21,925.00
01/21	01/07/2021	85962	5822	Chaves Consulting Inc	49-00-2005	370.20
01/21	01/07/2021	85963	5952	Chetco Auto Marine & Industrial Supply	25-00-2005	480.92
01/21	01/07/2021	85964	5500	Chetco Brewing Company	32-00-2005	180.00
01/21	01/07/2021	85965	3834	Clean Sweep Janitorial Service	25-00-2005	2,095.00
01/21	01/07/2021	85966	5909	CMI Software Corp	30-00-2005	21,250.00
01/21	01/07/2021	85967	5827	Coastal Investments LLC	10-00-2005	1,130.00
01/21	01/07/2021	85968	183	Colvin Oil Company	10-00-2005	1,966.74
01/21	01/07/2021	85969	6013	Compass Rose Cafe	32-00-2005	270.00
01/21	01/07/2021	85970	5939	Country Media Inc	25-00-2005	267.00
01/21	01/07/2021	85971	5042	Curry Health Network	10-00-2005	50.00
01/21	01/07/2021	85972	6002	Dragon Palace	32-00-2005	240.00
01/21	01/07/2021	85973	5804	Early Management Team Inc	50-00-2005	5,000.00
01/21	01/07/2021	85974	3342	Fastenal	20-00-2005	48.16
01/21	01/07/2021	85975	6021	Fely's Cafe	32-00-2005	60.00
01/21	01/07/2021	85976	6050	First Chapter Coffee House	32-00-2005	30.00
01/21	01/07/2021	85977	5432	First Community Credit Union	25-00-2005	1,102.00
01/21	01/07/2021	85978	6003	First Rise Baking Co LLC	32-00-2005	180.00
01/21	01/07/2021	85979	298	Freeman Rock, Inc	10-00-2005	729.65
01/21	01/07/2021	85980	6051	Gold Beach BBQ	32-00-2005	270.00
01/21	01/07/2021	85981	5065	Gold Beach Lumber	10-00-2005	88.57
01/21	01/07/2021	85982	6018	Great American Smoke House	32-00-2005	180.00
01/21	01/07/2021	85983	4357	Hemlock Street Properties LLC	10-00-2005	405.00
01/21	01/07/2021	85984	6052	Hunger Paynes	32-00-2005	90.00
01/21	01/07/2021	85985	6004	Kaya Sushi & Noodle House	32-00-2005	330.00
01/21	01/07/2021	85986	6053	Khob Khun Thai	32-00-2005	330.00
01/21	01/07/2021	85987	3978	KLB Enterprises	25-00-2005	600.11
01/21	01/07/2021	85988	6025	La Flor de Mexico	32-00-2005	330.00
01/21	01/07/2021	85989	6014	Mattie's Pancake House	32-00-2005	360.00
01/21	01/07/2021	85990	4269	Gary Milliman	10-00-2005	300.00
01/21	01/07/2021	85991	6046	Misty Mountain Brewing	32-00-2005	90.00
01/21	01/07/2021	85992	4443	Napa Auto Parts-Golder's	15-00-2005	42.94
01/21	01/07/2021	85993	279	One Call Concepts, Inc	25-00-2005	32.34
01/21	01/07/2021	85994	6009	Panchos Restaurant	32-00-2005	90.00
01/21	01/07/2021	85995	252	Paramount Pest Control	10-00-2005	245.00
01/21	01/07/2021	85996	866	Pitney Bowes Global Financial , LLC	10-00-2005	144.93
01/21	01/07/2021	85997	322	Postmaster	25-00-2005	850.00
01/21	01/07/2021	85998	207	Quill Corporation	10-00-2005	104.49
01/21	01/07/2021	85999	6011	Rancho Viejo	32-00-2005	180.00
01/21	01/07/2021	86000	6027	Rice Bowl	32-00-2005	90.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/21	01/07/2021	86001	5025	Rivers End Construction, INC	50-00-2005	4,675.00
01/21	01/07/2021	86002	1840	Rogue Credit Union	15-00-2005	1,356.89
01/21	01/07/2021	86003	6056	Spinner's Seafood, Steak & Chophouse	32-00-2005	30.00
01/21	01/07/2021	86004	6057	Sunset Family Pizza	32-00-2005	210.00
01/21	01/07/2021	86005	6028	The Bite's On!	32-00-2005	90.00
01/21	01/07/2021	86006	6062	The Crazy Norwegian	32-00-2005	120.00
01/21	01/07/2021	86007	6063	The Crow's Nest	32-00-2005	30.00
01/21	01/07/2021	86008	6015	The Landing North	32-00-2005	270.00
01/21	01/07/2021	86009	6020	The Spoon Cafe	32-00-2005	30.00
01/21	01/07/2021	86010	6012	Tropicalia Brazilian Cuisine	32-00-2005	180.00
01/21	01/07/2021	86011	5973	Tyree Oil Inc	10-00-2005	15.12
01/21	01/07/2021	86012	4542	Umpqua Bank	45-00-2005	9,774.31
01/21	01/07/2021	86013	2122	Cardmember Service	10-00-2005	2,443.61
01/21	01/07/2021	86014	5003	Wild River Pizza	32-00-2005	120.00
01/21	01/07/2021	86015	6064	Zola's On the Water	32-00-2005	450.00
01/21	01/14/2021	86016	6058	101 Bar & Grill	32-00-2005	90.00
01/21	01/14/2021	86017	6059	Backstreet Bar	32-00-2005	30.00
01/21	01/14/2021	86018	6023	Beachcombers Deli	32-00-2005	30.00
01/21	01/14/2021	86019	4939	BI- Mart Corporation	10-00-2005	95.01
01/21	01/14/2021	86020	5405	Black Trumpet Bistro	32-00-2005	120.00
01/21	01/14/2021	86021	2407	Blue Star Gas	10-00-2005	102.00
01/21	01/14/2021	86022	1169	Brookings Electronic Svs Inc	50-00-2005	2,289.05
01/21	01/14/2021	86023	5070	Canon Solutions America	10-00-2005	25.26
01/21	01/14/2021	86024	6048	Cazadores Mexican Restaurant	32-00-2005	90.00
01/21	01/14/2021	86025	5500	Chetco Brewing Company	32-00-2005	120.00
01/21	01/14/2021	86026	822	Coast Auto Center	10-00-2005	490.78
01/21	01/14/2021	86027	6013	Compass Rose Cafe	32-00-2005	120.00
01/21	01/14/2021	86028	5939	Country Media Inc	10-00-2005	10.00
01/21	01/14/2021	86029	4746	Curry County Treasurer	10-00-2005	224.00
01/21	01/14/2021	86030	173	Curry Equipment	10-00-2005	36.00
01/21	01/14/2021	86031	284	Day Management Corp	30-00-2005	930.00
01/21	01/14/2021	86032	317	DCBS - Fiscal Services	10-00-2005	424.92
01/21	01/14/2021	86033	185	Del Cur Supply	15-00-2005	147.80
01/21	01/14/2021	86034	6002	Dragon Palace	32-00-2005	30.00
01/21	01/14/2021	86035	5951	Executech Utah LLC	49-00-2005	30.07
01/21	01/14/2021	86036	3342	Fastenal	10-00-2005	470.14
01/21	01/14/2021	86037	6021	Fely's Cafe	32-00-2005	60.00
01/21	01/14/2021	86038	153	Ferrellgas	15-00-2005	367.77
01/21	01/14/2021	86039	6003	First Rise Baking Co LLC	32-00-2005	30.00
01/21	01/14/2021	86040	4872	G. W., Inc.	10-00-2005	70.90
01/21	01/14/2021	86041	6051	Gold Beach BBQ	32-00-2005	30.00
01/21	01/14/2021	86042	6066	Golden Harvest Herban Farm & Bakery	32-00-2005	30.00
01/21	01/14/2021	86043	6018	Great American Smoke House	32-00-2005	90.00
01/21	01/14/2021	86044	6067	Griff's on the Dock	32-00-2005	30.00
01/21	01/14/2021	86045	6052	Hunger Paynes	32-00-2005	150.00
01/21	01/14/2021	86046	4980	iSecure	10-00-2005	33.00
01/21	01/14/2021	86047	6005	Khun Thai Restaurant	32-00-2005	570.00
01/21	01/14/2021	86048	6025	La Flor de Mexico	32-00-2005	30.00
01/21	01/14/2021	86049	6054	Latitude 42 Sports Bar & Grill	32-00-2005	30.00
01/21	01/14/2021	86050	6065	Local Government Law Group PC	10-00-2005	4,237.00
01/21	01/14/2021	86051	6014	Mattie's Pancake House	32-00-2005	30.00
01/21	01/14/2021	86052	6046	Misty Mountain Brewing	32-00-2005	60.00
01/21	01/14/2021	86053	5789	Moss Adams LLP	75-00-2005	775.00
01/21	01/14/2021	86054	2	Delia Albor	10-00-2005	70.00
01/21	01/14/2021	86055	2	Carlos Sanchez Diaz	10-00-2005	70.00
01/21	01/14/2021	86056	4487	Net Assets Corporation	10-00-2005	864.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/21	01/14/2021	86057	3159	NorthCoast Health Screening	10-00-2005	122.00
01/21	01/14/2021	86058	5886	Office Depot Inc	10-00-2005	267.34
01/21	01/14/2021	86059	3561	Oil Can Henry's	10-00-2005	235.94
01/21	01/14/2021	86060	5008	Online Information Services	10-00-2005	95.98
01/21	01/14/2021	86061	5155	Oregon Department of Revenue	10-00-2005	536.25
01/21	01/14/2021	86062	6007	Oxenfre Public House	32-00-2005	270.00
01/21	01/14/2021	86063	6008	Pacific Sushi & Grill	32-00-2005	180.00
01/21	01/14/2021	86064	5610	Pamplin Media Group	25-00-2005	150.00
01/21	01/14/2021	86065	6009	Panchos Restaurant	32-00-2005	150.00
01/21	01/14/2021	86066	6055	Portside Market & Deli	32-00-2005	60.00
01/21	01/14/2021	86067	207	Quill Corporation	10-00-2005	712.91
01/21	01/14/2021	86068	6011	Rancho Viejo	32-00-2005	120.00
01/21	01/14/2021	86069	6027	Rice Bowl	32-00-2005	60.00
01/21	01/14/2021	86070	6057	Sunset Family Pizza	32-00-2005	90.00
01/21	01/14/2021	86071	6010	Superfly Martini Bar & Grill	32-00-2005	180.00
01/21	01/14/2021	86072	6062	The Crazy Norwegian	32-00-2005	210.00
01/21	01/14/2021	86073	6015	The Landing North	32-00-2005	60.00
01/21	01/14/2021	86074	6012	Tropicalia Brazilian Cuisine	32-00-2005	30.00
01/21	01/14/2021	86075	861	Village Express Mail Center	20-00-2005	25.12
01/21	01/14/2021	86076	169	Waste Connections Inc	33-00-2005	186.29
01/21	01/14/2021	86077	5992	Ziply Fiber	25-00-2005	1,469.46
01/21	01/21/2021	86078	496	APSCO LLC	53-00-2005	15,630.22
01/21	01/21/2021	86079	4734	Aramark Uniform Services	10-00-2005	150.00
01/21	01/21/2021	86080	6069	Barnacle Bistro	32-00-2005	60.00
01/21	01/21/2021	86081	6023	Beachcombers Deli	32-00-2005	30.00
01/21	01/21/2021	86082	6060	Bell & Whistle Coffee House	32-00-2005	60.00
01/21	01/21/2021	86083	5405	Black Trumpet Bistro	32-00-2005	480.00
01/21	01/21/2021	86084	4506	Blue Water Cafe	32-00-2005	120.00
01/21	01/21/2021	86085	5070	Canon Solutions America	10-00-2005	63.75
01/21	01/21/2021	86086	6047	Casita De Oro Mexican Restaurant	32-00-2005	120.00
01/21	01/21/2021	86087	6061	Catalyst Seafood Restaurant & Lounge	32-00-2005	360.00
01/21	01/21/2021	86088	3015	Charter Communications	30-00-2005	594.98
01/21	01/21/2021	86089	5500	Chetco Brewing Company	32-00-2005	210.00
01/21	01/21/2021	86090	183	Colvin Oil Company	10-00-2005	2,025.02
01/21	01/21/2021	86091	6013	Compass Rose Cafe	32-00-2005	90.00
01/21	01/21/2021	86092	575	Dell Marketing L.P.	49-00-2005	2,779.40
01/21	01/21/2021	86093	1	Gilbert Alvarez	20-00-2005	162.02
01/21	01/21/2021	86094	1	Armando & Victoria Fernandez	20-00-2005	5.20
01/21	01/21/2021	86095	1	Susan Heinrichs	20-00-2005	132.56
01/21	01/21/2021	86096	1	Henry Luerra	20-00-2005	182.16
01/21	01/21/2021	86097	1	Myles Malo	20-00-2005	83.60
01/21	01/21/2021	86098	1	Shane Navarro	20-00-2005	109.13
01/21	01/21/2021	86099	1	Shane Navarro	20-00-2005	109.13
01/21	01/21/2021	86100	371	Dept. of Environmental Quality	25-00-2005	10,967.00
01/21	01/21/2021	86101	6002	Dragon Palace	32-00-2005	90.00
01/21	01/21/2021	86102	2640	Dyer Partnership Inc., The	10-00-2005	2,327.50
01/21	01/21/2021	86103	3342	Fastenal	10-00-2005	113.69
01/21	01/21/2021	86104	6049	Fat Irish Kitchen & Pub	32-00-2005	450.00
01/21	01/21/2021	86105	6021	Fely's Cafe	32-00-2005	60.00
01/21	01/21/2021	86106	2186	Ferguson Waterworks #3011	20-00-2005	335.10
01/21	01/21/2021	86107	6071	First Brookings LLC	15-00-2005	19,988.80
01/21	01/21/2021	86108	6003	First Rise Baking Co LLC	32-00-2005	240.00
01/21	01/21/2021	86109	6051	Gold Beach BBQ	32-00-2005	60.00
01/21	01/21/2021	86110	6066	Golden Harvest Herban Farm & Bakery	32-00-2005	60.00
01/21	01/21/2021	86111	6067	Griff's on the Dock	32-00-2005	30.00
01/21	01/21/2021	86112	6004	Kaya Sushi & Noodle House	32-00-2005	360.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/21	01/21/2021	86113	6053	Khob Khun Thai	32-00-2005	150.00
01/21	01/21/2021	86114	6005	Khun Thai Restaurant	32-00-2005	30.00
01/21	01/21/2021	86115	6025	La Flor de Mexico	32-00-2005	210.00
01/21	01/21/2021	86116	6014	Mattie's Pancake House	32-00-2005	120.00
01/21	01/21/2021	86117	6046	Misty Mountain Brewing	32-00-2005	30.00
01/21	01/21/2021	86118	5886	Office Depot Inc	10-00-2005	69.50
01/21	01/21/2021	86119	4324	OGFOA	10-00-2005	225.00
01/21	01/21/2021	86120	6007	Oxenfre Public House	32-00-2005	330.00
01/21	01/21/2021	86121	6008	Pacific Sushi & Grill	32-00-2005	420.00
01/21	01/21/2021	86122	6009	Panchos Restaurant	32-00-2005	450.00
01/21	01/21/2021	86123	4	Nicole Grin	10-00-2005	224.00
01/21	01/21/2021	86124	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
01/21	01/21/2021	86125	6055	Portside Market & Deli	32-00-2005	60.00
01/21	01/21/2021	86126	207	Quill Corporation	10-00-2005	477.97
01/21	01/21/2021	86127	6011	Rancho Viejo	32-00-2005	150.00
01/21	01/21/2021	86128	6027	Rice Bowl	32-00-2005	60.00
01/21	01/21/2021	86129	3369	Schwabe Williamson & Wyatt PC	20-00-2005	1,420.00
01/21	01/21/2021	86130	6056	Spinner's Seafood, Steak & Chophouse	32-00-2005	390.00
01/21	01/21/2021	86131	6057	Sunset Family Pizza	32-00-2005	30.00
01/21	01/21/2021	86132	6010	Superfly Martini Bar & Grill	32-00-2005	420.00
01/21	01/21/2021	86133	6062	The Crazy Norwegian	32-00-2005	180.00
01/21	01/21/2021	86134	6015	The Landing North	32-00-2005	90.00
01/21	01/21/2021	86135	6068	The Salty Dawg Highway101	32-00-2005	60.00
01/21	01/21/2021	86136	6070	Pam Trinkler	32-00-2005	20.00
01/21	01/21/2021	86137	6012	Tropicalia Brazilian Cuisine	32-00-2005	180.00
01/21	01/21/2021	86138	861	Village Express Mail Center	10-00-2005	37.77
01/21	01/21/2021	86139	169	Waste Connections Inc	10-00-2005	1,016.34
01/21	01/21/2021	86140	5003	Wild River Pizza	32-00-2005	420.00
01/21	01/21/2021	86141	4220	Woof's Dog Bakery	61-00-2005	47.99
01/21	01/21/2021	86142	6064	Zola's On the Water	32-00-2005	450.00
01/21	01/28/2021	86143	5908	Amazon Capital Services	10-00-2005	112.58
01/21	01/28/2021	86144	6059	Backstreet Bar	32-00-2005	60.00
01/21	01/28/2021	86145	6069	Barnacle Bistro	32-00-2005	150.00
01/21	01/28/2021	86146	6023	Beachcombers Deli	32-00-2005	30.00
01/21	01/28/2021	86147	4506	Blue Water Cafe	32-00-2005	90.00
01/21	01/28/2021	86148	6031	Cascade Home Center	25-00-2005	1,472.75
01/21	01/28/2021	86149	6061	Catalyst Seafood Restaurant & Lounge	32-00-2005	90.00
01/21	01/28/2021	86150	6048	Cazadores Mexican Restaurant	32-00-2005	60.00
01/21	01/28/2021	86151	3015	Charter Communications	10-00-2005	144.98
01/21	01/28/2021	86152	182	Coos-Curry Electric	10-00-2005	4,776.87
01/21	01/28/2021	86153	1	Isaac Enriquez	20-00-2005	38.39
01/21	01/28/2021	86154	371	Dept. of Environmental Quality	25-00-2005	975.00
01/21	01/28/2021	86155	6002	Dragon Palace	32-00-2005	30.00
01/21	01/28/2021	86156	6021	Fely's Cafe	32-00-2005	30.00
01/21	01/28/2021	86157	2186	Ferguson Waterworks #3011	20-00-2005	7,244.00
01/21	01/28/2021	86158	6050	First Chapter Coffee House	32-00-2005	30.00
01/21	01/28/2021	86159	6051	Gold Beach BBQ	32-00-2005	210.00
01/21	01/28/2021	86160	6018	Great American Smoke House	32-00-2005	60.00
01/21	01/28/2021	86161	6067	Griff's on the Dock	32-00-2005	60.00
01/21	01/28/2021	86162	6052	Hunger Paynes	32-00-2005	30.00
01/21	01/28/2021	86163	4171	In-Motion Graphics	10-00-2005	38.00
01/21	01/28/2021	86164	6004	Kaya Sushi & Noodle House	32-00-2005	60.00
01/21	01/28/2021	86165	6053	Khob Khun Thai	32-00-2005	120.00
01/21	01/28/2021	86166	3978	KLB Enterprises	25-00-2005	284.51
01/21	01/28/2021	86167	6025	La Flor de Mexico	32-00-2005	30.00
01/21	01/28/2021	86168	6014	Mattie's Pancake House	32-00-2005	30.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/21	01/28/2021	86169	329	New Hope Plumbing	10-00-2005	475.00
01/21	01/28/2021	86170	4	Lorrie Gerretse	10-00-2005	520.00
01/21	01/28/2021	86171	207	Quill Corporation	10-00-2005	40.99
01/21	01/28/2021	86172	6011	Rancho Viejo	32-00-2005	60.00
01/21	01/28/2021	86173	6027	Rice Bowl	32-00-2005	30.00
01/21	01/28/2021	86174	3309	Roberts & Associates	20-00-2005	330.00
01/21	01/28/2021	86175	3499	Simplot Grower Solutions	10-00-2005	538.34
01/21	01/28/2021	86176	6057	Sunset Family Pizza	32-00-2005	30.00
01/21	01/28/2021	86177	6062	The Crazy Norwegian	32-00-2005	60.00
01/21	01/28/2021	86178	6063	The Crow's Nest	32-00-2005	60.00
01/21	01/28/2021	86179	6015	The Landing North	32-00-2005	120.00
01/21	01/28/2021	86180	6068	The Salty Dawg Highway101	32-00-2005	60.00
01/21	01/28/2021	86181	4525	TL Productions, Inc.	10-00-2005	57.00
01/21	01/28/2021	86182	6012	Tropicalia Brazilian Cuisine	32-00-2005	30.00
01/21	01/28/2021	86183	5003	Wild River Pizza	32-00-2005	30.00
Grand Totals:						<u>193,521.87</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary