

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, January 9, 2023, 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 EOC, under the authority of and ORS 192.660(h), "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

#### CITY COUNCIL

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

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

##### **C. Swearing in of Elected Officials** – Mayor Ron Hedenskog, Councilor Andy Martin, Councilor Michelle Morosky

##### **D. Roll Call**

##### **E. Appointments/Announcements**

1. Nomination and approval of Council President
2. Reappoint Zeus Zamora – Parks and Recreation Committee [Pg. 1]
3. Reappoint Linda Matlock – Budget Committee [Pg. 5]
4. Declare Budget Seat Vacant and Appoint Lindsay Coatney [Pg. 9]

##### **F. 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)

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

1. Approve Council meeting minutes for December 12, 2022 [Pg. 13]
2. Accept financials for November [Pg. 16]
3. Approve Budget for CourseCo [Pg. 22]

##### **H. Staff Reports/Hearings**

1. Business Oregon – Brownsfields Program Funding [Pg. 50]
  - a. Program Application [Pg. 51]
2. Brookings Airport Taxiway and Apron Seal Project [Pg. 55]
  - a. FAA Grant Agreement [Pg. 56]
  - b. Contract 22-012 [Pg. 87]
  - c. Amendment to Contract 22-012 [Pg. 112]
3. Extend CCEC Franchise Agreement [Pg. 127]
  - a. Ordinance 22-O-804 [Pg. 128]
4. Council Liaison Discussion/Appointments [Pg. 129]
  - a. Draft Council Liaison Chart [Pg. 130]
5. Authorize City Manager Pro Tem to Hire Employees [Pg. 131]

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

1. December Vouchers [Pg. 132]

**J. Remarks from Mayor and Councilors**

**K. Adjournment**

\*Public Comment forms and the agenda packet are available on-line at [www.brookings.or.us](http://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.

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.

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.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: City Manager

Signature (submitted by)  
  
City Manager Approval

---

---

Subject:

Appoint Jesus “Zeus” Zamora to the Parks and Recreation Commission.

Recommended Motion:

Move to reappoint Jesus “Zeus” Zamora to the Parks and Recreation Commission in Position 2 to expire February 1, 2025.

Financial Impact:

None.

Background/Discussion:

Jesus “Zeus” Zamora has submitted an application for reappointment to the Parks and Recreation Commission; Zeus has served on the Parks and Recreation Commission since September 2020.

Attachment:

- a. Volunteer Committee Application



## City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: 541-469-2163 Fax: 541-469-3650

[www.brookings.or.us](http://www.brookings.or.us)

### APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

#### PART I Contact Information:

Applicant Name: Jesus B. Zamora

Physical Address: [REDACTED] Brookings, OR

Mailing Address: \_\_\_\_\_

Email Address: [REDACTED] Phone: [REDACTED]

#### PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for:   | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB      | 4 years          |
| <input type="checkbox"/> Budget Committee   | 5 Electors             | 3 years          |
| <input checked="" type="checkbox"/> Parks and Recreation Commission                   | 4 Residents, 1 UGB     | 2 years          |
| <input type="checkbox"/> Other (please specify): _____                                |                        |                  |
2. City residents: How long have you lived in the City of Brookings? 20+ years \_\_\_\_\_ months  
*Planning & Budget Applicants Only:* Are you a City elector (registered voter)? ☐ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? \_\_\_\_\_ years \_\_\_\_\_ months
4. What is your current occupation? \_\_\_\_\_

#### NOTES:

- (i) *Membership requirements:*
- Residents must reside inside City limits; resident/UGB status determined by physical address.
  - Electors are registered voters of the City of Brookings (verified by County Elections Office).
  - UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).
- (ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.
- (iii) *Other restrictions:*
- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.

#### PART III Background Information: (Attach additional pages if needed)



1. List your related experience and/or background to the position you are applying for:

HAVE ALREADY SERVED ONE TERM AS A PARK: REC VOLUNTEER

2. List any unrelated work history, educational background, and volunteer experience you may have:

OVER 20 YEARS AS A VOLUNTEER COACH AT DIFFERENT LEVELS FROM LITTLE LEAGUE, SOCCER, BASKETBALL, MIDDLE & HIGH SCHOOL

3. Briefly describe your interest in this position and what you hope to accomplish:

**PART IV Volunteer Agreement:** Please read and check off the following before signing:

☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the

voluntary services for which I have applied.

- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see \*\* below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Jesus B. Zamora

Applicant (print name)

Applicant's Signature

Date

11/17/2022

\*\*Planning Commissioners holding office on April 1<sup>st</sup> of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at [http://www.oregon.gov/ogec/docs/sei/sei-11\\_form\\_sample\\_only\\_for\\_website.pdf](http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf). Official forms provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

*Commission and Committee contact information:*

- Planning Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)
- Budget Committee: 541-469-1123 - [jhoward@brookings.or.us](mailto:jhoward@brookings.or.us)
- Parks and Recreation Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: Finance & Admin

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

---

Subject:

Reappointing Linda Matlock to the Budget Committee.

Recommended Motion:

Move to reappoint Linda Matlock to the Budget Committee in position number 4 to expire February 1, 2026.

Financial Impact:

None

Background/Discussion:

Linda Matlock has submitted an application for reappointment to the Budget Committee; Matlock has served on the Budget Committee since 2014. The Mayor has reviewed application for consideration of appointment.

Attachment(s):

- a. Volunteer Committee Application

RECEIVED

DEC 30 2022

CITY OF BROOKINGS

City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: 541-469-2163 Fax: 541-469-3650

[www.brookings.or.us](http://www.brookings.or.us)

APPLICATION TO SERVE ON A  
COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: Linda Matlock

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for:   | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB      | 4 years          |
| <input checked="" type="checkbox"/> Budget Committee                                  | 5 Electors             | 3 years          |
| <input type="checkbox"/> Parks and Recreation Commission                              | 4 Residents, 1 UGB     | 2 years          |
| <input type="checkbox"/> Other (please specify): _____                                |                        |                  |
2. City residents: How long have you lived in the City of Brookings? 46 years \_\_\_\_\_ months  
*Planning & Budget Applicants Only:* Are you a City elector (registered voter)? ☒ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? \_\_\_\_\_ years \_\_\_\_\_ months
4. What is your current occupation? Asst. Controller

NOTES:

(i) *Membership requirements:*

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).

(ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) *Other restrictions:*

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.

**PART III Background Information:** *(Attach additional pages if needed)*

1. List your related experience and/or background to the position you are applying for:

9 years as a budget committee member

2. List any unrelated work history, educational background, and volunteer experience you may have:

Bachelors Degree in Business/Accounting  
30+ years accounting for local credit union

3. Briefly describe your interest in this position and what you hope to accomplish:

I enjoy volunteering in my community.  
This position fits with my work  
experience + education.

**PART IV Volunteer Agreement:** *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see \*\* below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Linda Matlock  
Applicant (print name)

Linda Matlock  
Applicant's Signature

12-29-22  
Date

**\*\*Planning Commissioners holding office on April 1<sup>st</sup> of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at [http://www.oregon.gov/ogec/docs/sei/sei-11 form sample only for website.pdf](http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf). Official forms provided by OGE.**

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

**Commission and Committee contact information:**

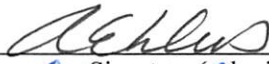
- Planning Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)
- Budget Committee: 541-469-1123 - [jhoward@brookings.or.us](mailto:jhoward@brookings.or.us)
- Parks and Recreation Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: Finance & Admin

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

---

Subject:

Budget Committee remove and appointment

Recommended Motion:

1. Motion to remove Sally Laasch from the Budget Committee position number 5 to expire February 1, 2023 and to declare the seat vacant effective immediately.
2. Motion to appoint Lindsay Coatney to the Budget Committee, position number 5 to expire February 1, 2026.

Background/Discussion:

Staff has advised Mayor Hedenskog that Sally Laasch has moved out of state. Sally has served on the Budget Committee since 2003.

The City also has received an application for appointment to the Committee from Lindsay Coatney, the application is attached. Mayor Hedenskog recommends the appointment of Coatney to the Committee to fill the vacancy created by the removal of Laasch.

Attachment:

- a) Lindsay Coatney Application





# City of Brookings

898 Elk Drive, Brookings, OR 97415  
Phone: 541- 469-2163 Fax: 541-469-3650  
[www.brookings.or.us](http://www.brookings.or.us)

## APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

### PART I Contact Information:

Applicant Name: Lindsay Coatney

Physical Address: [REDACTED]  
Brookings, OR 97415

Mailing Address: [REDACTED]

Email Address: [REDACTED] Phone: [REDACTED]

### PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for:   | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB      | 4 years          |
| <input checked="" type="checkbox"/> Budget Committee                                  | 5 Electors             | 3 years          |
| <input type="checkbox"/> Parks and Recreation Commission                              | 4 Residents, 1 UGB     | 2 years          |
| <input type="checkbox"/> Other (please specify): _____                                |                        |                  |
2. City residents: How long have you lived in the City of Brookings? 19 years 6 months  
*Planning & Budget Applicants Only:* Are you a City elector (registered voter)? ☒ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? \_\_\_\_\_ years \_\_\_\_\_ months
4. What is your current occupation? Real Estate Agent

#### NOTES:

##### (i) *Membership requirements:*

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).

##### (ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

##### (iii) *Other restrictions:*

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.

**PART III Background Information: (Attach additional pages if needed)**

**1. List your related experience and/or background to the position you are applying for:**

I worked at C&K Market and was an Account Payable Team Manager for 5 years consisting of meeting monthly deadlines and keeping my team on track. I handled making sure our team was in balance each month.

I worked at the City of Brookings during 2016-2017 helping with various departments such as the water department, helping assist with miscellaneous projects with the building and planning department as well as helping guide citizens to the proper department for their questions. I assisted the finance department with any projects they needed.

I currently work as a local Real Estate Agent and handle working with multiple different people and handling various transactions and keeping everything on track.

**2. List any unrelated work history, educational background, and volunteer experience you may have:**

I am currently on the PTO Board for Kalmiopsis & Azalea Schools and we create and manage multiple events throughout the year for the kids and their families in our community.

I organized the Bingo event at our local Elks Lodge and passed the baton to another who keeps it running.

**3. Briefly describe your interest in this position and what you hope to accomplish:**

I have a logical way of thinking and I think that I would be a good asset to the City of Brookings by working with the other committee members to achieve a healthy budget. I work well in a group setting and would be delighted to work with City Hall again.

---

**PART IV Volunteer Agreement: Please read and check off the following before signing:**

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see \*\* below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Lindsay Coatney  
Applicant (print name)

Lindsay Coatney  
Applicant's Signature

12-28-2022

Date

**\*\*Planning Commissioners holding office on April 1<sup>st</sup> of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at [http://www.oregon.gov/ogec/docs/sei/sei-11 form sample only for website.pdf](http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf). Official forms provided by OGE.**

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

**Commission and Committee contact information:**

- Planning Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)
- Budget Committee: 541-469-1123 - [jhoward@brookings.or.us](mailto:jhoward@brookings.or.us)
- Parks and Recreation Commission: 541-469-1103 - [lziemer@brookings.or.us](mailto:lziemer@brookings.or.us)

# **City of Brookings**

## **CITY COUNCIL MEETING MINUTES**

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

**Monday, December 12, 2022**

### **Call to Order**

Mayor Hedenskog called the meeting to order at 7:02 PM

### **Roll Call**

Council Present: Mayor Ron Hedenskog, Councilors Isaac Hodges, Ed Schreiber, John McKinney, and Michelle Morosky; a quorum present.

Staff present: City Manager Pro Tem Christy Wurster, Public Works Director Tony Baron, Deputy Public Works Director Jay Trost, Finance Director Lu Ehlers, and Deputy City Recorder Natasha Tippetts

Media Present: 2

Others Present: 7

### **Ceremonies/Announcements/Announcements**

1. Recognize Brad Alcorn
2. Recognize John McKinney

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

1. Curry County Commissioner Court Boice – Congratulations to those elected
2. Connie Hunter, 1310 English Court, Brookings – Spoke on behalf of Curry County Veteran Suicide Awareness

### **Consent Calendar**

1. Approve Council meeting minutes for November 14, 2022
2. Approve Special Council meeting minutes for November 22, 2022
3. Approved Special Council meeting minutes for November 28, 2022
4. Accept Parks and Recreation meeting minutes for September 22, 2022
5. Accept Financials for October 2022

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

### **Staff Reports**

#### **1. Airport Master Plan**

*Staff report presented by Jay Trost*

**Councilor Schreiber moved, Mayor Hedenskog seconded, and Council voted unanimously to approve the Airport Improvement Program (IAP) grant 3-41-0008-020-2022 for the Brookings Airport.**

## **2. Curry County Multi-Jurisdictional Natural Hazard Mitigation Plan Adoption**

*Staff report presented by Tony Baron*

**Councilor McKinney moved, Councilor Morosky seconded, and Council voted unanimously to adopt Resolution 22-R-1235 adopting the 2022 Curry County Natural Hazard Mitigation Plan.**

## **3. USDA WWTP Projects - Jacobs**

*Staff report presented by Tony Baron*

**Councilor McKinney moved, Mayor Hedenskog seconded, and Council voted unanimously to authorize City Manager to proceed with the Jacobs Task Order #01 to develop plans for the USDA Waste Water Treatment Plant Projects.**

## **4. USDA Sewer Collections Project - Dyer**

*Staff report presented by Tony Baron*

**Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to authorize City Manager to proceed with the Dyer Partnership Task Order 104 to develop plans for the USDA Sewer Collection Projects.**

## **5. USDA/DEQ Loan/Grant Administration Services**

*Staff report presented by Christy Wurster*

*Brandy Medeiros from the CCD presented information*

**Councilor McKinney moved, Mayor Hedenskog seconded, and Council voted unanimously to approve an agreement with Coos Curry Douglas Business Development Corporation for loan/grant administration services in connection with the loans and grants provided by USDA and DEQ for sewer system improvement.**

## **6. Oregon Main Street Support Letter**

*Staff report presented by Tony Baron*

**Councilor Schreiber moved, Councilor McKinney seconded, and Council voted unanimously to authorize the Mayor to sign a support letter for Brookings to engage in the Oregon Main Street Program.**

## **7. Certification of November 8, 2022 Election Abstract**

*Staff report presented by Christy Wurster*

**Councilor McKinney moved, Councilor Morosky seconded, and Council voted unanimously to accept the November 8, 2022 Election Abstract from the Curry County Clerk.**

## **8. Coos Curry Electric Cooperative Franchise Renewal**

*Staff report presented by Christy Wurster*

*Brent Bischoff – General Manager of CCEC – presented information and answered questions from the Council.*

**Mayor Hedenskog moved, Councilor Morosky seconded, and with a three to two vote, Councilor McKinney and Councilor Schreiber voting nay, motion carried to continue this agenda item to the January 9<sup>th</sup>, 2023 City Council Meeting.**

**Mayor Hedenskog moved, Councilor Morosky seconded, and with a three to two vote, Councilor McKinney and Councilor Schreiber voting nay, motion carried to extend the current franchise agreement by 30 days.**

## **9. Railroad Street Improvements Change Order**

*Staff report presented by Tony Baron*

**Councilor McKinney moved, Mayor Hedenskog seconded, and Council voted unanimously to authorize the City Manager to proceed with the Railroad Street Improvement project change order #3 in the amount of \$31,844.99.**

## **9. Audit**

*Staff report presented by Lu Ehlers*

**Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to accept the City's Audit for the fiscal year ended June 30, 2022.**

## **Remarks from Mayor and Councilors**

**Councilor McKinney motioned to have the City Attorney start a dialogue with Janell Howard about a separation agreement. With no second, motion failed.**

## **Adjournment**

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 8:47 PM.

Respectfully submitted:

ATTESTED:  
this 9th day of January, 2023:

---

Ron Hedenskog, Mayor

---

Christy Wurster, City Recorder Pro Tem

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,646,440.00	2,823,585.54	3,098,910.81	547,529.19	85.0
LICENSES AND PERMITS	296,500.00	30,791.62	157,809.30	138,690.70	53.2
INTERGOVERNMENTAL	293,500.00	36,271.32	68,120.65	225,379.35	23.2
CHARGES FOR SERVICES	994,500.00	8,751.92	180,141.58	814,358.42	18.1
OTHER REVENUE	125,500.00	31,620.43	115,298.59	10,201.41	91.9
TRANSFERS IN	633,382.00	.00	.00	633,382.00	.0
	5,989,822.00	2,931,020.83	3,620,280.93	2,369,541.07	60.4
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	35,168.00	3,260.80	16,800.27	18,367.73	47.8
MATERIAL AND SERVICES	12,850.00	378.76	2,041.65	10,808.35	15.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	48,018.00	3,639.56	18,841.92	29,176.08	39.2
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	384,120.00	31,524.74	158,143.44	225,976.56	41.2
MATERIAL AND SERVICES	227,300.00	58,126.52	182,564.85	44,735.15	80.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	611,420.00	89,651.26	340,708.29	270,711.71	55.7
POLICE:					
PERSONAL SERVICES	3,027,250.00	236,815.14	1,209,645.98	1,817,604.02	40.0
MATERIAL AND SERVICES	204,000.00	9,260.12	80,571.16	123,428.84	39.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	36,568.49	31,298.51	53.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,299,117.00	250,527.57	1,326,785.63	1,972,331.37	40.2
FIRE:					
PERSONAL SERVICES	235,238.00	18,691.15	96,475.47	138,762.53	41.0
MATERIAL AND SERVICES	105,500.00	4,218.80	34,847.86	70,652.14	33.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	30,579.01	30,579.01	.99	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	371,318.00	53,488.96	161,902.34	209,415.66	43.6



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	242,675.00	17,163.52	80,264.73	162,410.27	33.1
MATERIAL AND SERVICES	92,900.00	2,739.08	17,127.85	75,772.15	18.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	335,575.00	19,902.60	97,392.58	238,182.42	29.0
PARKS & RECREATION:					
PERSONAL SERVICES	285,789.00	21,588.63	113,340.91	172,448.09	39.7
MATERIAL AND SERVICES	121,300.00	14,723.40	59,002.50	62,297.50	48.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	9,980.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	417,070.00	46,292.03	182,323.41	234,746.59	43.7
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	700,000.00	.00	.00	700,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	700,000.00	.00	.00	700,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	94,384.00	.00	62,810.88	31,573.12	66.6
MATERIAL AND SERVICES	56,200.00	585.52	37,649.28	18,550.72	67.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	150,584.00	585.52	100,460.16	50,123.84	66.7
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	168,600.00	6,051.23	41,274.13	127,325.87	24.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	285,000.00	.00	.00	285,000.00	.0
CONTINGENCIES AND RESERVES	623,120.00	.00	.00	623,120.00	.0
	1,076,720.00	6,051.23	41,274.13	1,035,445.87	3.8
	7,009,822.00	470,138.73	2,269,688.46	4,740,133.54	32.4
	( 1,020,000.00)	2,460,882.10	1,350,592.47	( 2,370,592.47)	132.4

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	710,000.00	46,555.43	178,589.59	531,410.41	25.2
OTHER REVENUE	20,200.00	96.00	1,840.35	18,359.65	9.1
TRANSFER IN	.00	.00	.00	.00	.0
	<u>730,200.00</u>	<u>46,651.43</u>	<u>180,429.94</u>	<u>549,770.06</u>	<u>24.7</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	231,087.00	18,524.47	90,911.11	140,175.89	39.3
MATERIAL AND SERVICES	215,500.00	12,436.69	56,581.78	158,918.22	26.3
CAPITAL OUTLAY	250,000.00	2,500.00	2,500.00	247,500.00	1.0
DEBT SERVICE	4,409.00	.00	.00	4,409.00	.0
TRANSFERS OUT	119,370.00	.00	.00	119,370.00	.0
CONTINGENCIES AND RESERVES	139,834.00	.00	.00	139,834.00	.0
	<u>960,200.00</u>	<u>33,461.16</u>	<u>149,992.89</u>	<u>810,207.11</u>	<u>15.6</u>
	<u>960,200.00</u>	<u>33,461.16</u>	<u>149,992.89</u>	<u>810,207.11</u>	<u>15.6</u>
	<u>( 230,000.00)</u>	<u>13,190.27</u>	<u>30,437.05</u>	<u>( 260,437.05)</u>	<u>13.2</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,885,000.00	141,233.94	851,520.64	1,033,479.36	45.2
OTHER INCOME	48,000.00	3,380.00	15,448.19	32,551.81	32.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,933,000.00</u>	<u>144,613.94</u>	<u>866,968.83</u>	<u>1,066,031.17</u>	<u>44.9</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	404,558.00	30,597.89	163,252.04	241,305.96	40.4
MATERIAL AND SERVICES	197,800.00	12,707.12	78,508.80	119,291.20	39.7
CAPITAL OUTLAY	50,000.00	6,093.00	14,791.32	35,208.68	29.6
DEBT SERVICE	28,294.00	2,330.98	12,259.46	16,034.54	43.3
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>704,652.00</u>	<u>51,728.99</u>	<u>268,811.62</u>	<u>435,840.38</u>	<u>38.2</u>
WATER TREATMENT:					
PERSONAL SERVICES	28,833.00	2,216.93	10,977.55	17,855.45	38.1
MATERIAL AND SERVICES	545,780.00	42,008.62	202,622.66	343,157.34	37.1
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	728,196.00	.00	.00	728,196.00	.0
CONTINGENCIES AND RESERVES	143,154.00	.00	.00	143,154.00	.0
	<u>1,458,348.00</u>	<u>44,225.55</u>	<u>215,984.70</u>	<u>1,242,363.30</u>	<u>14.8</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,163,000.00</u>	<u>95,954.54</u>	<u>484,796.32</u>	<u>1,678,203.68</u>	<u>22.4</u>
	<u>( 230,000.00)</u>	<u>48,659.40</u>	<u>382,172.51</u>	<u>( 612,172.51)</u>	<u>166.2</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,508,300.00	259,117.05	1,513,517.83	1,994,782.17	43.1
OTHER REVENUE	10,000.00	.00	1,840.77	8,159.23	18.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,513,800.00</u>	<u>259,117.05</u>	<u>1,515,358.60</u>	<u>1,998,441.40</u>	<u>43.1</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	624,241.00	47,223.84	243,945.49	380,295.51	39.1
MATERIAL AND SERVICES	235,500.00	5,938.01	64,548.62	170,951.38	27.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	28,294.00	2,331.02	12,259.52	16,034.48	43.3
TRANSFERS OUT	212,522.00	.00	.00	212,522.00	.0
	<u>1,115,557.00</u>	<u>55,492.87</u>	<u>320,753.63</u>	<u>794,803.37</u>	<u>28.8</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	43,586.00	3,325.44	16,466.50	27,119.50	37.8
MATERIAL AND SERVICES	1,118,925.00	82,976.93	376,468.75	742,456.25	33.7
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	1,350,434.00	.00	.00	1,350,434.00	.0
CONTINGENCIES AND RESERVES	242,413.00	.00	.00	242,413.00	.0
	<u>2,772,743.00</u>	<u>86,302.37</u>	<u>395,319.74</u>	<u>2,377,423.26</u>	<u>14.3</u>
	<u>3,888,300.00</u>	<u>141,795.24</u>	<u>716,073.37</u>	<u>3,172,226.63</u>	<u>18.4</u>
	<u>( 374,500.00)</u>	<u>117,321.81</u>	<u>799,285.23</u>	<u>( 1,173,785.23)</u>	<u>213.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2022

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	639,676.00	628,043.42	631,968.68	7,707.32	98.8
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	1,690.71	309.29	84.5
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>641,676.00</u>	<u>628,043.42</u>	<u>633,659.39</u>	<u>8,016.61</u>	<u>98.8</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	186,000.00	329.30	( 92,393.70)	278,393.70	( 49.7)
CAPITAL OUTLAY	1,355,676.00	211,209.39	762,962.66	592,713.34	56.3
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,541,676.00</u>	<u>211,538.69</u>	<u>670,568.96</u>	<u>871,107.04</u>	<u>43.5</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,541,676.00</u>	<u>211,538.69</u>	<u>670,568.96</u>	<u>871,107.04</u>	<u>43.5</u>
	<u>( 900,000.00)</u>	<u>416,504.73</u>	<u>( 36,909.57)</u>	<u>( 863,090.43)</u>	<u>( 4.1)</u>

# Salmon Run Golf Course 2023 Annual Plan

November 1, 2022



Table of Contents

Executive Summary..... 1

Budget Summary..... 6

Marketing Plan..... 8

Maintenance Standards ..... 24

Five-Year Capital Plan..... 26



## EXECUTIVE SUMMARY

Salmon Run opened in 1999 with the full 18 holes completed in 2000. Located 3.5 miles up the scenic South Bank Chetco River Road, the Troy Claveran designed course takes advantage of all the natural amenities to carve out a challenging 18-hole layout. Four regular sets of tees plus 3 combo tees provide an opportunity for every skill level and age group. From just under 6,200 yards from the Professional Tees to over 4,129 yards, the course takes advantage of a salmon spawning stream to direct the holes and has several forced carries, tree lined fairways and challenging greens to entice golfers. Practice facilities, on-site restaurant and an Occasion Hall complete the community amenities. Golf Digest ranked Salmon Run as one of the most beautiful and challenging courses in Oregon.

## Contract History

As we enter our third year of partnership between the City of Brookings and CourseCo, we will continue to be aligned by the mission of both entities. We believe the attached plan will help drive our shared core values.

- ◆ To better serve the community by hosting non-golf or community events.
- ◆ Be environmental stewards by not only practice but by educating our community.
- ◆ Drive the financial profitability of the property while providing a service to the community.

## 2022 Operations Overview

At the conclusion of 2022, Salmon Run is forecasted to host 9,568 open play paid rounds and 4,559 member rounds totaling 14,127 annual rounds. This forecast has us missing budget by -15% and Prior Year by -5.4%. These misses are explained by the weather in the 2<sup>nd</sup> Quarter where we received 13.79 inches of rain versus 4.36 in 2021 and an average rainfall of 9.66. In fact, through March of 2022, we were 429 rounds and \$5,617 ahead of budget. We were just not able to overcome the severe weather that followed.

To put this in perspective, according to Golf Datatec, 1 inch of rain decreases rounds by 2.2%. Based on that calculation, we would be down almost -21% vs. 2021. Additionally, if you look at rounds vs. 2021 for Oregon as a whole, demand was down 25.7% in Portland.

We are confident with average weather we can achieve our budgeted rounds for 2023.

## 2022 Forecasted Financial Performance

2022	Paid Rounds	Revenue	Expenses*	NOI
<i>Forecasted plus Actuals</i>	14,127	\$738,922	\$867,732	\$(128,810)
<b>2022 Budget</b>	16,625	\$836,918	\$886,147	\$(49,229)

\*Includes cost of goods sold (COGS)

## 2023 Budget / Financial Goals

2023	Rounds	Revenue	Expenses*	NOI
<b>Budget</b>	15,047	\$877,344	\$921,080	\$(43,736)

*\*Includes cost of goods sold (COGS)*

## Community Outreach

As a core value of CourseCo and the City of Brookings, we are always striving for additional opportunities to use our property for non-golf community activities. Along with the activities we have been fortunate enough to host we have also gained a lot of knowledge in the planning and details associated with hosting these events. We have continued to build strong community partnerships in 2022 and below is a list of several of the events we hosted this year along with planned food and coat drives and a holiday open house to close the 2022 year.

- ◆ Host Course for Brookings Harbor High School
  - End of year celebration - 70 participants
  - Back to school retreat - 25 participants
  - Girls' softball banquet - 50 participants
  - Boy's baseball banquet - 60 participants
  - Football banquet - 70 participants
  - Cross Country Salmon Run Invitational - 60 runners & 40 spectators
  - Prom - 120 participants
- ◆ Fire Department Awards Banquet - 60 participants
- ◆ Brookings Police Department K9 Prowl N Growl- 70 participants
- ◆ Mt. Emily Clean Up Barbeque - 25 participants
- ◆ Every Child's Foster Family Night Out - 50 participants
- ◆ Junior Camps (4 Weeks) - 50 participants
- ◆ Wild Rivers Mushroom Festival - Event is in November and we are anticipating over 1,000 participants throughout the course of the event.

## Maintenance

Salmon Run Golf Course is in great shape this year. We have dedicated much time and effort into bringing the irrigation system up to par. We have updated the computer programming, replaced wiring, heads changed, and leaks repaired. Along with the irrigation system we have replaced several circuit boards and performed much needed maintenance at the water boxes to assure we can soon water everything from the main computer program. We also shortened the fairway and collar heights from what the previous team had done choosing to go from  $\frac{3}{4}$ " to  $\frac{1}{2}$ " and found that the look was cleaner. Also playing into a cleaner look was that we removed the previous large directional signage and vertical yardage markers for smaller professional industry signage

along with ground level yardage markers that make for a far less intrusive visual on our smaller fairways and approaches.

John Marrington is also in his first full season as superintendent, and he has taken steps toward continued education, and he has passed the Oregon State University Introduction to Turf Grass Management while also passing all his tests needed for his pesticide and herbicide applicators license. As John is a first-time superintendent, CourseCo has provided him with additional support from one of our Senior Agronomists and most experienced superintendents. This additional support includes site visits and weekly phone calls. This consistent communication allows John to talk through any potential issues and bounce new ideas off a seasoned professional. Without a question we are in solid position moving forward in the maintenance department.

### Capital Plan

The Capital plan includes various projects that will continue to improve guest satisfaction and build a stronger infrastructure.

- ◆ Tee Box Leveling and Rehabilitation
  - Improved aesthetics
  - Improved course conditions
- ◆ Cart Storage Facility
  - Create avenue for additional revenue stream
  - Improved property conditions with the ability store member carts
- ◆ Full Operational Range Netting
  - Improved practice facility
  - Will complete securing a fully operable driving range
  - Savings on Range Balls and the bottom line
- ◆ Restaurant Remodel – Funded by CourseCo
  - The restaurant remodel will take place over the winter of 2022. This project will transform the old restaurant area into a vibrant and welcoming spot that will be a great place to spend time after your round of golf or to stop by and eat or drink with your friends. This renovation will include new flooring, furniture, a bar and additional tv's to promote the look and feel of a sports bar. Additionally, we will be adding new patio furniture and firepits to enhance the outdoor dining experience.

### Capital Equipment

These are much needed equipment additions to maintain our course conditions and to create more efficient processes to everyday maintenance and course operations.

- ◆ New Tractor
- ◆ Fairway Mower (Used)
  - These both enable us to maintain improved conditions

- Eliminated need to rent equipment

## Environmental

Salmon Run is proud to be enrolled in the process to become an Audubon International certified golf course.

Our efforts for the second year in a row resulted in a GCSAA Environmental Leader Second Runner up award for Communications and Outreach 2022, one of the core principles of CourseCo. This national award, by the Golf Course Superintendent Association of America, is one of three awards in one of the four major categories.

In 2023 we will host a First Green event. These events are done in association with the GCSAA and bring local schools on science field trips. These are a fun way for students to study science in an outdoor environment. These field trips also expose students, teachers, and chaperones to the golf course which many may not ever visit in their daily lives.

## Social Media

The biggest aspects we monitor when it comes to social media is, our reach and engagement with our followers. Our Reach is the number of people who view our posts to our social media feeds, and the engagement is those who like, comment, or shares our posts.

At Salmon Run, our current average of total people reached is around 387 per week, and our engagement over the same time frame is around 460. This puts Salmon Run's engagement rate to be at around 1.18%. As part of the Salmon Run Sales and Marketing plan, an advertising campaign on Facebook, Instagram and Twitter will help to establish reliable metrics to measure social media performance.

Currently there are 853 followers for our Facebook page up from 630 the previous year and 376 followers on Instagram up from 332 last year. Our Goal for Facebook in 2023 is to increase our followers and "likes" to 1,000 while still pushing for 500 followers on Instagram. We will achieve these numbers by continuing to provide national, local and Salmon Run specific content on both our Instagram and Facebook pages.

<i>Golf Course</i>	<i>Facebook Followers</i>	<i>Instagram Followers</i>
Salmon Run Golf Course	853	376
Bandon Crossings	2,100	1,165
Del Norte Golf Course	716	174
Kings Valley Golf Course	942	95
Coos Golf Course	1,174	1,096

### Next 2 Years

Moving into 2023 Salmon Run will continually look for new opportunities to meet our shared goals. Our goals for the next two operating years will include:

- ◆ Establish both the golf and event facilities as best in class in their market
- ◆ Continue to work on capital and other projects that enhance curb appeal and playability.
- ◆ Continue to use our customer service programs SWEAT and HEAT to improve our customer comment card and secret shopper scores.
- ◆ Continue to improve and expand on our environmental sustainability standards.
- ◆ Increase the financial health of the facility.
- ◆ Find new and creative ways to embrace the community at large and not just the golfers.



## BUDGET SUMMARY

Salmon Run Golf Course  
2023 Budget - Summary of Operations

	TOTAL	January	February	March	April	May	June	July	August	September	October	November	December
Open Play & Tournament Rounds	10,435	627	927	610	625	741	1,113	1,718	1,640	1,276	706	312	140
Member Rounds	4,612	271	252	356	340	363	459	582	605	485	405	303	191
<b>TOTAL PAID ROUNDS</b>	<b>15,047</b>	<b>898</b>	<b>1,179</b>	<b>967</b>	<b>965</b>	<b>1,103</b>	<b>1,572</b>	<b>2,300</b>	<b>2,245</b>	<b>1,761</b>	<b>1,111</b>	<b>615</b>	<b>331</b>
<b>REVENUE</b>													
Green Fees	\$ 264,763	\$ 8,761	\$ 13,411	\$ 10,914	\$ 14,720	\$ 17,806	\$ 31,445	\$ 54,512	\$ 53,829	\$ 33,575	\$ 16,685	\$ 6,287	\$ 2,817
<i>Average per Round</i>	<i>25.37</i>	<i>13.97</i>	<i>14.46</i>	<i>17.88</i>	<i>23.55</i>	<i>24.04</i>	<i>28.26</i>	<i>31.73</i>	<i>32.82</i>	<i>26.31</i>	<i>23.64</i>	<i>20.15</i>	<i>20.15</i>
Membership Dues / Fees	193,080	16,090	16,090	16,090	16,090	16,090	16,090	16,090	16,090	16,090	16,090	16,090	16,090
<i>Average per Round</i>	<i>41.86</i>	<i>59.39</i>	<i>63.96</i>	<i>45.13</i>	<i>47.30</i>	<i>44.37</i>	<i>35.03</i>	<i>27.67</i>	<i>26.59</i>	<i>33.19</i>	<i>39.69</i>	<i>53.19</i>	<i>84.03</i>
Carts	157,515	9,407	13,993	9,156	9,375	11,254	16,731	26,048	24,873	19,269	10,631	4,680	2,097
<i>Average per Round</i>	<i>10.47</i>	<i>10.47</i>	<i>11.87</i>	<i>9.47</i>	<i>9.71</i>	<i>10.20</i>	<i>10.64</i>	<i>11.33</i>	<i>11.08</i>	<i>10.94</i>	<i>9.57</i>	<i>7.62</i>	<i>6.33</i>
Merchandise Sales	63,950	3,817	5,010	4,109	4,102	4,688	6,681	9,774	9,541	7,484	4,722	2,612	1,408
<i>Average per Round</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>	<i>4.25</i>
Food & Beverage	163,265	9,091	12,171	11,672	9,856	11,621	16,564	24,768	23,976	18,734	11,499	9,534	3,780
<i>Average per Round</i>	<i>10.85</i>	<i>10.12</i>	<i>10.32</i>	<i>12.07</i>	<i>10.21</i>	<i>10.53</i>	<i>10.54</i>	<i>10.77</i>	<i>10.68</i>	<i>10.64</i>	<i>10.35</i>	<i>15.51</i>	<i>11.41</i>
Driving Range	20,792	792	1,433	1,852	1,751	1,480	2,425	3,379	3,295	2,117	1,220	573	476
<i>Average per Round</i>	<i>1.38</i>	<i>0.88</i>	<i>1.22</i>	<i>1.92</i>	<i>1.81</i>	<i>1.34</i>	<i>1.54</i>	<i>1.47</i>	<i>1.47</i>	<i>1.20</i>	<i>1.10</i>	<i>0.93</i>	<i>1.44</i>
Lessons	4,520	180	290	550	600	500	400	380	400	500	350	220	150
<i>Average per Round</i>	<i>0.30</i>	<i>0.20</i>	<i>0.25</i>	<i>0.57</i>	<i>0.62</i>	<i>0.45</i>	<i>0.25</i>	<i>0.17</i>	<i>0.18</i>	<i>0.28</i>	<i>0.32</i>	<i>0.36</i>	<i>0.45</i>
Other Miscellaneous Rev	9,459	584	739	628	627	670	1,009	1,406	1,371	1,103	707	399	215
<b>GROSS OPERATING REVENUE</b>	<b>877,344</b>	<b>48,721</b>	<b>63,138</b>	<b>54,973</b>	<b>57,122</b>	<b>64,110</b>	<b>91,344</b>	<b>136,357</b>	<b>133,374</b>	<b>98,873</b>	<b>61,905</b>	<b>40,394</b>	<b>27,034</b>
<i>Revenue per Round</i>	<i>58.31</i>	<i>54.25</i>	<i>53.56</i>	<i>56.85</i>	<i>59.18</i>	<i>58.11</i>	<i>58.10</i>	<i>59.29</i>	<i>59.41</i>	<i>56.15</i>	<i>55.72</i>	<i>65.73</i>	<i>81.60</i>
<b>COST OF GOODS SOLD</b>													
Merchandise	44,765	2,672	3,507	2,877	2,872	3,282	4,677	6,842	6,679	5,239	3,305	1,828	986
Lessons	3,616	144	232	440	480	400	320	304	320	400	280	176	120
Food & Beverage	52,373	3,126	4,103	3,365	3,360	3,840	5,472	8,005	7,814	6,129	3,867	2,139	1,153
<b>Total Cost of Goods Sold</b>	<b>100,753</b>	<b>5,941</b>	<b>7,842</b>	<b>6,682</b>	<b>6,711</b>	<b>7,522</b>	<b>10,469</b>	<b>15,151</b>	<b>14,813</b>	<b>11,768</b>	<b>7,452</b>	<b>4,143</b>	<b>2,259</b>
<b>NET OPERATING REVENUE</b>	<b>\$ 776,591</b>	<b>\$ 42,779</b>	<b>\$ 55,296</b>	<b>\$ 48,291</b>	<b>\$ 50,411</b>	<b>\$ 56,588</b>	<b>\$ 80,875</b>	<b>\$ 121,206</b>	<b>\$ 118,561</b>	<b>\$ 87,105</b>	<b>\$ 54,452</b>	<b>\$ 36,251</b>	<b>\$ 24,775</b>

**Salmon Run Golf Course**  
**2023 Budget - Summary of Operations**

	TOTAL	January	February	March	April	May	June	July	August	September	October	November	December
<b>OPERATING EXPENSES</b>													
<b><u>General &amp; Administrative</u></b>													
Labor Wages/Salaries	\$ 55,000	\$ 4,231	\$ 4,231	\$ 4,231	\$ 4,231	\$ 4,231	\$ 6,346	\$ 4,231	\$ 4,231	\$ 4,231	\$ 4,231	\$ 4,231	\$ 6,346
Personnel Expenses - Taxes, Benefits, etc.	15,756	1,182	1,182	1,182	1,182	1,182	1,580	1,231	1,763	1,231	1,231	1,231	1,580
Non Labor Costs	68,735	4,040	4,420	5,281	4,928	7,346	5,915	6,259	7,041	7,120	7,606	4,332	4,446
Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	93,475	7,790	7,790	7,790	7,790	7,790	7,790	7,790	7,790	7,790	7,790	7,790	7,790
Subtotal	232,967	17,242	17,623	18,484	18,131	20,549	21,631	19,510	20,825	20,371	20,857	17,583	20,162
<b><u>Golf Operations</u></b>													
Labor Wages/Salaries	88,960	4,100	4,685	5,395	6,220	7,075	12,883	9,235	9,235	8,628	7,050	6,355	8,100
Personnel Expenses - Taxes, Benefits, etc.	20,486	1,130	1,238	1,377	1,518	1,650	2,621	2,015	2,019	1,928	1,654	1,527	1,809
Non Labor Costs	17,842	851	851	2,501	1,751	2,031	1,456	1,861	1,061	2,411	861	1,296	911
Equipment/Vehicle Lease	25,500	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125	2,125
Subtotal	152,788	8,206	8,899	11,398	11,614	12,881	19,084	15,236	14,440	15,092	11,690	11,303	12,945
<b><u>Course Maintenance</u></b>													
Labor Wages/Salaries	185,920	9,768	10,118	11,448	15,366	16,738	25,820	17,863	17,863	17,863	16,033	11,138	15,898
Personnel Expenses - Taxes, Benefits, etc.	43,365	2,639	2,697	2,916	3,563	3,789	5,339	4,026	4,026	4,026	3,724	2,917	3,702
Non Labor Costs	81,113	1,762	3,220	7,849	6,600	8,471	6,503	13,303	8,705	12,014	6,222	3,310	3,155
Water	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment Lease	45,000	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750
Subtotal	355,398	17,919	19,785	25,964	29,278	32,749	41,413	38,942	34,344	37,654	29,730	21,115	26,505
<b><u>Food &amp; Beverage</u></b>													
Labor Wages/Salaries	53,062	2,668	2,710	2,934	3,120	3,662	8,698	6,240	6,205	4,880	3,982	3,330	4,633
Personnel Expenses - Taxes, Benefits, etc.	8,755	440	447	484	515	604	1,435	1,030	1,024	805	657	549	764
Non Labor Costs	17,357	544	859	2,796	1,178	2,145	1,570	1,380	743	2,028	849	1,805	1,461
Equipment Lease	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal	79,175	3,652	4,016	6,214	4,812	6,412	11,704	8,649	7,971	7,713	5,488	5,684	6,858
<b>Total Operating Expense</b>	<b>820,327</b>	<b>47,020</b>	<b>50,323</b>	<b>62,060</b>	<b>63,835</b>	<b>72,590</b>	<b>93,831</b>	<b>82,337</b>	<b>77,581</b>	<b>80,830</b>	<b>67,765</b>	<b>55,685</b>	<b>66,469</b>
<b>NOI Before Incentive Fee, Rent &amp; Debt Service</b>	<b>(43,736)</b>	<b>(4,240)</b>	<b>4,972</b>	<b>(13,769)</b>	<b>(13,425)</b>	<b>(16,002)</b>	<b>(12,956)</b>	<b>38,869</b>	<b>40,981</b>	<b>6,275</b>	<b>(13,312)</b>	<b>(19,434)</b>	<b>(41,694)</b>



## MARKETING PLAN

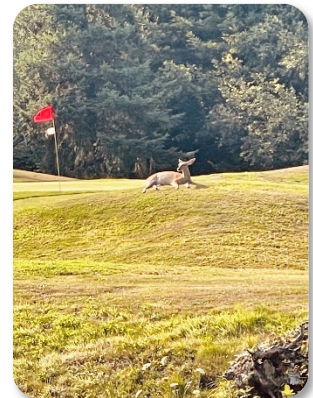
### Four Core Tenets

Since our inception, CourseCo has operated using four core tenets to guide the company. These values will also be demonstrated through the creation and execution of this Marketing Plan.

1. **Financial Performance** – Achieving our client’s financial objectives is always our first priority.
2. **Community Inclusion** – We believe that a municipal golf course must serve the community in which it lies. This includes the golfer and non-golfer alike and this belief is reflected in our robust calendar of events at all our facilities.
3. **Environmental Stewardship** – As a community partner, we have always stressed that a golf course can provide optimal golf course conditions while employing sustainable methods of turfgrass maintenance. CourseCo is the most honored golf management firm in the country for its environmental practices including having won the President’s Award from the Golf Course Superintendent’s Association of America in back-to-back years.
4. **Stakeholder Communication** – We have always believed in thorough, consistent, and transparent communication with the golfing public, our client, employees, and all other stakeholders in the enterprise. Through this communication, we build relationships that contribute to the ongoing success and stability of the golf course and entire facility.

### Approach

CourseCo is committed to creating marketing plans specific to the individual needs of our clients. We understand that a golf course is much more than just a place to play the sport. Often, the course represents a key and central community amenity that should service the sporting, social and recreational needs of as many residents as possible. One-way CourseCo differentiates itself from other golf course management companies is our philosophy. While all 42 properties in our portfolio share the same core values, they have different plans, areas of focus and marketing strategies based on the needs of the specific client and community.



Our approach with the marketing initiatives at Salmon Run Golf Course follows the path of research, design, review, and execution. We consider the Curry County golf marketplace to be seasonable but host golf 12-months a year. As such, there is very some seasonality in our marketing budget or level of activity. We expect our efforts to be varied, cost effective, deliver a return on marketing investment that is acceptable, and take place year-round. Our focus for Salmon Run Golf Course in advertising and marketing will be digital distribution. We will leverage technology and social media for maximum effectiveness rather than utilize print, radio or television.

## Research

CourseCo believes in the power of information and research. It is impossible to draft and deliver a specific marketing plan without the necessary information critical to the process of development. Data and information shape our strategies and marketing philosophy at every course we manage.

CourseCo has proven experience and continued success in identifying and establishing golf courses in their markets, targeting market segments both geographically and demographically, and attracting potential patrons to the property. Every golf course has its own distinct personality, competitive advantages, and opportunities. We employ a hands-on approach to researching the historical performance of the golf course.

Our sales and marketing efforts are designed to not only position the golf course to capture as much market share as possible within our targeted demographic profile, but also to create general awareness and alignment with the Curry County Parks and Recreation Department and the key community groups and organizations that we represent.

Our local market knowledge includes:

- Comprehensive understanding of the competition in this market
- Expert knowledge in local golf rates and membership types and cost
- Very strong relationships with the existing groups, clubs, leagues, and community leaders
- Experience with digital marketing strategies to best reach potential customers

## Continuous Review

A marketing plan is a business necessity, outlining the goals and objectives of the business while further articulating the specific actions necessary to accomplish those goals. It is the glue that connects everything together and ensures that the right activity is taking place, at the right time, to the right audience and through the right channels. The Marketing Plan is the link between our strategic strategies and the results. This plan sets the expectations for revenue success each year. However, as unexpected trends, competitive pricing pressures, and unforeseen conditions all emerge modifications may be required. These changes and adjustments to our plan create a living document that serves as our roadmap and source of historical information needed for future planning and success.

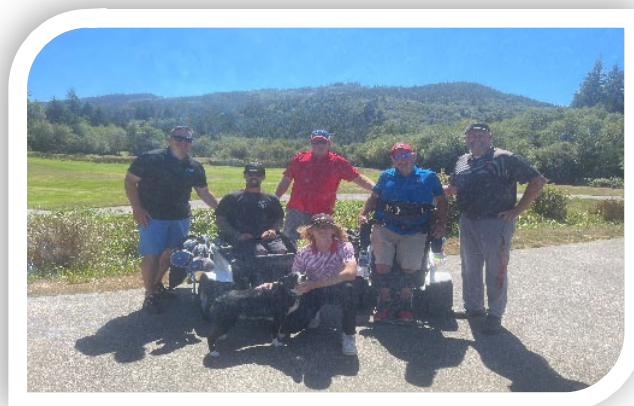


## Digital Marketing Team

We recognize the constantly evolving state of today's world, and our Digital Marketing Team is a dedicated CourseCo resource managing our online presence and sales campaigns. We utilize the power of technology to drive golf demand, programing, sales and community engagement.

Our Digital Marketing Team manages the following for Salmon Run Golf Course.

- ◆ Email Marketing – As you will see throughout this plan, email marketing is one of the essential ways in which we communicate with our customers and the community at large. Our marketing team will design campaigns to drive rounds, instruction and merchandise and F&B sales. Individualized campaigns will also be created to increase participation in both golf and community events. Another key task this team accomplishes is to continuously update the email database and monitor open rates. This ensures that our emails continue to be effective and that they are reaching the right customer segmentation.
- ◆ Search Engine Optimization (SEO) - Understanding how Google ranks and sorts search results is a critical component in today's online environment. CourseCo uses several techniques to ensure our websites are top of page and easily found by online inquiries.
- ◆ Digital Advertising Campaign Marketing - Our online advertising campaigns are crafted to deliver maximum results with a keen eye on return on investment. Our advertising outlets include Google, Yelp, Facebook, Instagram, and other regional partners. We will continue to craft custom and unique digital campaigns. These highly targeted and specific campaigns track website traffic, keyword inquiries online, and place our digital advertisements in front of golfers all year long.
- ◆ Social Media - We have a weekly social media schedule and utilize Hootsuite to share relevant golf news and stories across all CourseCo courses in addition to content directly from the course. Hootsuite allows us to easily integrate stories, regional events, pictures from tournaments, and industry events into our Facebook and Instagram feeds seamlessly. Meanwhile content from the course allows customers to feel connected to the property and wedding venue strengthening our relationship, loyalty, and driving revenue.



## Strengths, Weaknesses, Opportunities and Threats

### Strengths

- Beautiful property.
- Challenging layout.
- Continuously improving course conditions.
- Strong presence of local home clubs.

### Weaknesses

- Small local population.
- Reliant on traveling visitors during peak months.
- Driving Range length.
- Food and beverage aesthetics.

### Opportunities

- Enhance our mix of youth-oriented programs that introduce golf to young people in the area. Partners may include OGA, 1st Tee, LPGA and local schools.
- Launch and execute programs that introduce new adults into the game with an emphasis on bringing women to the facility. Programs include Get Golf Ready, Executive Women's Golf Association events, Women on Course, NCGA and others.
- Partnerships with local schools to get field trips to the golf course for both golf and First Green activities
- Continue to build our E-mail database, with a strong focus on improved data capture for database growth.
- Implement a digital marketing campaign that drives advanced visibility, web traffic, and online tee time sales with proprietary digital campaigns and Pay per Click models.
- Continue to utilize social media channels, with specific utility of Facebook and Instagram to help reach current and potential new golfers and communicate our continued improvement.

### Threats

- High cost of goods due to economic pressure.
- Aging maintenance equipment.

## Target Market and Our Customers

The customer base at Salmon Run Golf Course consists of:

### *Membership*

- Loyal base of players for Salmon Run Golf Course.

**Daily Fee Golfers**

- Senior Golfers – Weekday emphasis for rounds volume
- Local Golfers – Brookings and Curry County residents
- Value Golfers – Afternoon/Twilight golfers looking for a good golf experience at a high perceived value relative to cost
- Weekend Golfers – Both casual and avid weekend golfers looking for morning tee times and willing to spend a higher average green fee than other customer segments
- Junior Golfers – Afternoon and weekend emphasis for entry into the game
- Women Golfers – Continue our emphasis on social and unintimidating golf for women

**Tournaments**

- This includes small traveling clubs as well as larger social and competitive clubs, corporate groups, and fundraising tournaments.

**Leagues**

- This includes external corporate and group weekday leagues to attract 9-hole rounds of golf after work or on weekend afternoons.

**Social Clients**

- This includes local residents and businesses in Brookings and adjacent area seeking a location for weddings, birthday celebrations, meetings, baby showers, celebrations of life, fundraisers, holiday parties, and other corporate or community events.

**Our Competition****Golf**

The golf competition in our market includes but is not limited to: Del Norte Golf Course, Bandon Crossings Golf Course, Cedar Bend Golf Course, Centennial Golf Club, Dutcher Creek Golf Course, Applegate River Golf Club, Stewart Meadows Golf Course, Grants Pass Golf Club.

**Salmon Run Golf Course**

Del Norte Golf Course	43%	Bandon Crossings Golf Course	36%
Cedar Bend Golf Course	29%	Centennial Golf Club	29%
Dutcher Creek Golf Course	29%	Applegate River Golf Club	14%
Stewart Meadows Golf Course	7%	Grants Pass Golf Club	7%

*\*% of customers that also play these courses*



***Private Events***

The wedding and event venue competition in our market include, but are not limited to: Crook Point, Chetco Brewing Company, A River House, Rogue River Lodge, Willows Lodge and Historic Hanley Farm.



## Property Objectives

The following are the goals for rounds, revenue, player development, social media marketing, guest experience and community inclusion.

- 15,047 Paid Rounds
- 495 Tournament Rounds
- Membership Revenue of \$193,080
- Driving Range Revenue of \$20,792
- Merchandise Sales of \$63,950
- Instruction revenue of \$4,520
- Food and Beverage Revenue of \$163,265
- Grow and Develop New Golfers, Women Golfers and Junior Golfers
- Increase Social Media Marketing Presence
- Manage Email Database and Maintain Open Rates
- Enhance Customer Experience
- Enhance Community Outreach



## Action Plans for Achieving Property Objectives in 2023

### 15,047 Paid Rounds



**ACTION 1** - Email communication and occasional offers as needed - we will send out communications to our guests in a strategy that focuses on relevancy of message. Emails will be sent promoting golf specials, upcoming golf events, free community events, and community fundraisers taking place at Salmon Run Golf Course. Emails with discount specials may be sent to fill slower time slots throughout the week. Emails are sent up to once per week and a minimum of one per month.

**ACTION 2** - Brand Awareness Advertising – These non-price announcements and advertisement will focus on the accolades received by the course and reinforce the value and quality of Salmon Run golf experience. Though these messages will not be price specific. Examples of advertisement placements are celebrity appurtenances and social media postings.

**ACTION 3** - As demand constantly changes, we will actively monitor our online pricing on our website and potentially offering value adds or discounts.

**495 Tournament Rounds**

**ACTION 1** - Contact groups from 2022 to rebook in 2023.

**ACTION 2** - Invite OGA affiliate groups to play Salmon Run

**ACTION 3** - Contact local organizations and schools seeking to raise funds and support the community invite them to host their event at Salmon Run emphasizing our experience in executing charity events.

**Membership Revenue of \$193,080**

**ACTION 1** - Increase membership pricing in line with increases to public weekday and weekend greens fee pricing.

**ACTION 2** - Promote Member referral program to leverage relationships with existing Members.

**ACTION 3** - Promote benefit of access to advanced tee times through our online tee sheet.

**Driving Range Revenue of \$20,792**

**ACTION 1** - Staff will promote warm up buckets to every player.

**ACTION 2** - Bundle a bucket of range balls with a 12oz draft beer during the low demand periods in the summer or fall if we see periods of low demand.

**ACTION 3** - Offer discounted range cards throughout the year with a special offer on Black Friday.

**Merchandise Sales of \$63,950**

**ACTION 1** - Increase prices for quick turning items including golf balls, gloves, and headwear.

**ACTION 2** - Host regular Demo and Fitting Days to promote sales of golf equipment throughout the peak golf season (April to October) as well as promote Salmon Run as a one-stop shop for golf equipment.

**ACTION 3** - Sale areas and rack to move slow moving product as well as any closeout purchases to improve margins.



**ACTION 4** - Bundling merchandise (buy a dozen balls receive a glove for \$5, etc.) to promote higher per purchase sales particularly around holidays including Father's Day, Black Friday, and Christmas.



***Instruction Revenue of \$4,520***

**ACTION 1** - Offer free clinics and other similar activities to home clubs and juniors to build awareness of our lesson programs.

**ACTION 2** - Utilize e-mail and social media to build awareness of instruction programs, junior camps group lessons.

**ACTION 3** - Create a PGA Junior league team

***Food and Beverage Revenue of \$163,265***

**ACTION 1** - Renovation of the clubhouse and restaurant to provide an area conducive for golfers to stay on property and enjoy food and or beverages.

**ACTION 2** - Increase grill prices to keep up with rising costs.

**ACTION 3** - Continue to market Weddings and Events utilizing our CRM and digital advertising including Instagram, Facebook, and Google Ads. This advertising will generate leads for the occasion hall at Salmon Run.

**ACTION 4** - The GM will convert leads to site tours and then convert site tours to booked events.

**ACTION 5** - Continue to host community events that utilize the occasion hall to expose potential customers to the property

***Grow and Develop New Golfers, Women Golfers and Junior Golfers***

**ACTION 1** - Utilize email marketing to promote Salmon Run and events, fitting days, discount golf specials, new and beginner golf clinics, and late afternoon and weekend play for entry into the game.

**ACTION 2** - Target women golfers via social media to promote clinics, late afternoon 9-hole league play, fitting days, and family discount opportunities for weekday afternoons in the summer. Host a women's golf day event in 2023.

**ACTION 3** - Continue to offer Youth on Course discount rates at Twilight to attract local junior golfers. Promote the Salmon Run Golf Course as an opportunity for range discounts as well as prime time discounted junior rates. Junior group lessons will continue via our Assistant pro. Additionally, we will be starting a PGA junior league team.

***Increase Social Media Marketing Presence***

- ◆ Posting Strategy for Golf and Community
  - Two to Five posts per week on Instagram/Facebook



- Share images and videos of the course how good it looks. Highlight golfers out playing and having fun, the F&B and merchandise they are buying. Emphasize improvements that are being made while reinforce that the course is a community asset.
- Share stories and events with a tone of being proud of what we are doing. Invite fans and followers to participate in what is happening at the facility.
- The images, links and stories are enthusiastic about events and event planning. When sharing clients' images, it has a tone of being complimentary of their ideas, beauty, and executed details.
- ◆ Stats as of October 30, 2022
  - @salmonrunggolf Instagram followers: 376
  - Salmon Run Golf Course Facebook followers: 853 followers / 750 likes
  - 161 reviews averaging 4.4 of 5 stars
  - 1,078 checks-ins
- ◆ 2023 Social Media Goals
  - @salmonrunggolf Instagram followers: 500
  - Salmon Run Facebook followers: 1,000
- ◆ Tracking and Analyzing Content Performance

While there are multiple ways to track, measure, and analyze our content performance, we are going to focus on three major areas – growth, engagement, and click-through rate. This data is tracked in our month-end FLASH report.

- **Growth** - We will be tracking our growth from our December 2022 stats at the end of each month to see our growth and be able to compare what content led to increased followers. We will track how fast we are growing by calculating:  $\text{Net New Followers in the month} / \text{Total Audience} \times 100 = \text{Growth Rate Percentage}$ . In 2022, our Growth Rate was 21%
- **Engagement** - We will record how our followers are interacting with our content monthly to be able to see what type of content is most appealing to our followers (videos, photos, links, and contests). We will record how many accounts were reached and how many content interactions we had. Our average monthly interactions in 2022 were 387.
- **Click-Through Rate** - We will record how often people click on the call-to-action in posts (when applicable) to see if our offers are compelling to our followers. Tracking will be calculated by taking the  $\text{Total Clicks} / \text{Total Impressions} \times 100 = \text{Click-Through Rate Percentage}$ . In 2022, our Click-Through Rate Percentage was 3.48%.

### ***Manage Email Database and Maintain Open Rates***

Our Digital Marketing Team will update the email database monthly. Additionally, we will frequently monitor open rates to ensure that they stay at their current level of 21%, right in what is considered a good rate of between 15% and 25%. This ensures that our emails continue to be effective and that they are reaching the right customer segmentation.

**Enhance Customer Experience**



**SWEAT TRAINING**

CourseCo has developed our proprietary approach to customer service, (SWEAT), allowing for standardized expectations in customer service. Taking inspiration from the hospitality industry and recognized leaders in guest service in other markets, we developed a simple way to provide direction and expectations for all staff members during every interaction with a guest during their visit. Our SWEAT program is outlined as follows:

<b>SMILE</b>	Greet each customer with a positive and upbeat attitude, wearing a smile.
<b>WELCOME</b>	Welcome each guest to the property, every time you meet them for the first time that visit.
<b>ENTHUSIASM</b>	Have a sincere enthusiasm in interactions with our guests.
<b>ASK</b>	Engage our guests in conversation by asking them a question. All staff members should ask questions appropriate for their role.
<b>THANK</b>	Staff members are directed to thank our customers for their visit at the conclusion of their interaction.

CourseCo’s philosophy is that while upfront training is crucial to setting employees up for success, the ongoing training is what ultimately produces excellence. Depending on the employee group and department, regular training is scheduled anywhere between monthly and quarterly. The pro shop staff will be trained in CourseCo’s proprietary customer service philosophy as well as up-selling techniques. The food and beverage staff will have the same training with emphasis on service towards clients visiting our facility and their guests. Our maintenance and outside services staff will be trained in the same program to deliver the consistent message of being friendly, service-oriented, and appreciative members of the team at Salmon Run Golf Course.

**Performance Measurement**

To ensure that we are meeting and exceeding guests’ expectations at Salmon Run Golf Course it is critical that we collect data. Utilizing different sources and tools, we can accurately measure our level of service, quality of food, perception of course conditions, and identify opportunities for improvement.

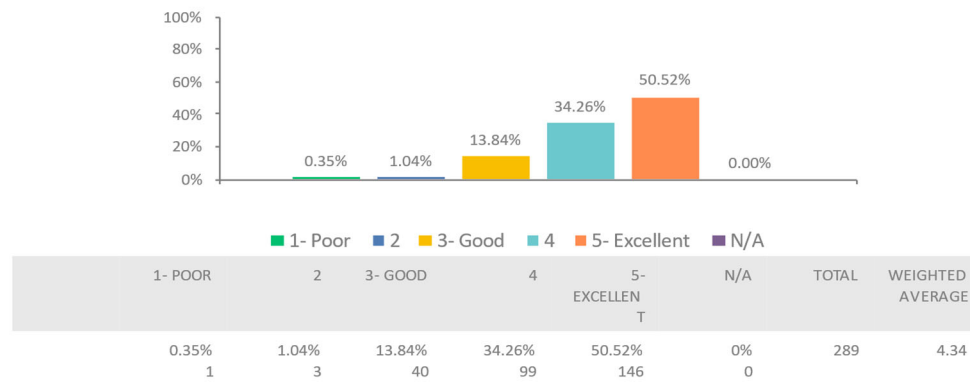
**Monthly Online Survey**

- ◆ Collect monthly surveys via “Thank you for Playing” emails utilizing Survey Monkey. These surveys will have our guests rank:
  - Golf Course Design and Playability
  - Golf Course Maintenance/Conditions
  - Practice Facility

- Pro Shop Quality of Service
- Merchandise Selection
- Helpfulness of Golf Shop Personnel, Starters, Cart Personnel & On Course Personnel
- Food and Beverage: Quality of Service and Food
- Overall Experience
- Collection of any additional comments
- Our goal for the minimum average score in each category is 3.5 on a scale where 1 is “Poor” and 5 is “Excellent”.
- **Our Overall Experience averaged 4.34 which ranks in the top 5 (out of 42 courses) at CourseCo.**

### Q12: Overall Experience Salmon Run Golf Course

Answered: 289 Skipped: 2 1/1/2022 to 10/15/2022



Powered by SurveyMonkey

#### ◆ Secret Shopper

Conducted during the peak season, these professional assessments give valuable feedback to management on the quality of the course, cleanliness of the facility as well as measuring customer service against our SWEAT standards. **Salmon Run has as averaged a 97.4% for the year. This ranks in the top of 3 the company (out of 42 courses).**

**Annual GolfSat Survey**

Conducted via the National Golf Foundation, this survey is done electronically once a year to measure how the course is performing relative to prior year and relative to similar courses across the country.

This survey provides valuable information including where our customers are playing locally and specific feedback on the course, service levels, and overall satisfaction

Based on the results of our 2021 NGF survey, our customers reported that their favorite things at Salmon Run are:

- ▶ "Beautiful course and great staff" "Gorgeous course, well maintained, beautiful property, incredible design and great staff!" "VERY FRIENDLY COURSE"

We did discover the areas for improvement are:

- ▶ Improvements....expanding the driving range if possible

In response to these comments, we are working with the city to improve the range quality and length.

**Enhance Community Outreach**

At CourseCo, we have long believed that golf courses are unique assets in their respective communities. Therefore, one of CourseCo's four key values is Community Inclusion. This value is clearly demonstrated by our focus on events. We provide significant golf programming at Salmon Run Golf Course. However, we understand that if only 10% of the population is playing golf, then we must be diligent in serving the other 90% of the population in unique and creative ways. Each year, our golf courses are required to host community-oriented events that include blood drives, food bank drives, Toys for Tots, Charitable Fund Raisers, and much more.



## Calendar of Events

### Winter 2023

- January 1<sup>st</sup> – New Year's Day Golf Shop Sale
- February 11<sup>th</sup> – Pre-Super Bowl Event
- February 20<sup>th</sup> – President's Day Senior Event
- March 17<sup>th</sup> – Irish Shamble Golf Tournament
- March 24<sup>th</sup> – Taylor Made Demo Day

### Spring 2023

- April 5<sup>th</sup> – Masters Par 3 Tournament
- April 10<sup>th</sup> – Easter Monday Couples Event
- May 8<sup>th</sup> to 14<sup>th</sup> – Women's Golf Shop Sale
- May 26<sup>th</sup> to 29<sup>th</sup> – Memorial Day Weekend Sale
- May 29 – Memorial Day Couples Event
- June 14<sup>th</sup> – Women's Invitational
- June 5<sup>th</sup> to 18<sup>th</sup> – Father's Day Golf Shop Sale
- June 18<sup>th</sup> – US Open Father's Day Scramble

### Summer 2023

- July 4<sup>th</sup> – Independence Day Couples Event
- July 15<sup>th</sup> – Red Cross Blood Drive
- August 27<sup>th</sup> – Family Fun Day
- September 1<sup>st</sup> to 4<sup>th</sup> – Labor Day Golf Shop Sale
- September 4<sup>th</sup> – Labor Day Couples Event

### Fall 2023

- Oct 14<sup>th</sup> – Monster Course / Super's Revenge
- Nov 18<sup>th</sup> – Annual Turkey Shoot
- Nov 24<sup>th</sup> to 30<sup>th</sup> – Black Friday Sale
- Dec 16<sup>th</sup> – Holiday Open House
- Dec 18<sup>th</sup> to 25<sup>th</sup> – Holiday Golf Shop Sale

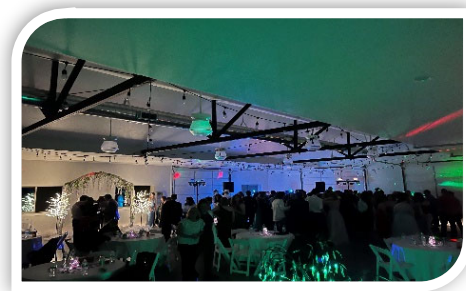
### **Salmon Run Golf Course - More than Just a Place to Play Golf**

#### **A Few of our Community Events**

**City of Brookings K9 Prowl N Growl Golf Tournament** – Salmon Run is so fortunate to have the opportunity to host this community event that brings so many of our stakeholders and community members out to experience Salmon Run. All proceeds benefit Brookings Police Department K9 unit. Day of fun with golf, food, community, and an opportunity to see K9 DUKE in action.



**Brooking Harbor High School Prom** – We hosted several events at Salmon Run that consisted of sports banquets, High School administration and staff gatherings to open and close the school year, and we capped 2022 off by hosting the Brookings Harbor High School Prom.



**Every Child's Foster Family Night Out** – This was our first year working with Every Child Curry County and we plan on many more. This event gave us the opportunity to host local foster families to the property for food, drinks, and fun. Putting challenges, course tours and a bouncy house gave everyone a fun filled night and a chance to get out and see Salmon Run Golf Course.





## Conclusion

It is our belief that this Marketing Plan provides a summary of our position in the market, how its products are segmented and identifies our target audiences. It includes specific and measurable objectives and activities. It will serve as a blueprint for achieving financial goals, service standards and activities that ensure that Salmon Run Golf Course is an asset to the entire community of both golfers and non-golfers alike.





## MAINTENANCE STANDARDS

Golf Course: <b>Salmon Run Golf Course</b>					
Date: <b>10/20/2022</b>					
<b>GREENS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>	<b>TEES</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Species/Variety	Bentgrass/Poa	Bentgrass/Poa	Species/Variety	Rye/Poa/Bermuda	Rye/Poa/Bermuda
HOC	.115-.125	.130-.156	HOC	0.5-0.6	0.5-0.7
Target Speed	9-10.5	9-10.6	Mowing Freq.	2x/week	As Can
Mowing Freq.	7 x week	3 - 4 x week	Mower Type	Reel	Reel
Clean up cut Freq.	3-4x/week	As Needed	Verticut Freq.	Yearly	None
Mower Type	Triplex	Triplex	Topdress Freq.	Monthly	As needed
Verticut Freq.	1-2 x/month	As Needed	Aerification Freq.	2 x/annually	None
Topdress Freq.	1-2 x/month	As Needed	Divot Repair Freq.	Weekly	Weekly
Aerification Freq.	2x annually (May/Sept) 0.375 x 3"x2" (Solid)/0..75 x 3"x2"	None	Accessory Re-Paint	As Needed	As needed
Tine size & spacing	(Core)	N/A	Logo-ed Accessories	None	None
Ball Mark Repair Freq.	Daily	Daily	Access. Repl. Sched.	As Needed	As needed
Logo-ed Flags	No	No	Time to Repair Damage	Within one week	ASAP
Pin Placement Rotation	3x/week	3x/week	Overseeding Rate	As Needed	As Needed
Time to Repair Damage	Immediately	Immediately	Preventive Fungicides	None	None
Access. Repl. Sched.	cups 2x, Flags/Pins 1x	None	Insect Control	As Needed	As Needed
Pinspotter/Pin Sheets	N/A	N/A	Weed Control	Pre-emergent + spot spraying	Pre-emergent + spot
Overseeding Rate	As Needed	N/A	Yardage plate edging freq	As Needed	As needed
Prev. Fungicide Apps	14-21 days	21 - 28 days			
Insect Control	2 x/year	As Needed			
Weed Control	2-3 x/year	None			
<b>FAIRWAYS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>	<b>BUNKERS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Species	Rye/Poa	Rye/Poa	Raking Freq.	Weekly	Weekly
HOC	0.5-0.6	0.5-0.7	Sand depth slopes	.75"	.75"
Mowing Freq.	2x/week	As Can	Sand depth bottom	4-5"	4-5"
Mower Type	Reel Mower	Reel Mower	Raking Method	mechanical/hand	mechanical/hand
Lely Dethatching Freq.	N/A	N/A	Hand Rakes (avg/bunker)	3/bunker	3/bunker
Topdress Freq.	As Needed	N/A	Edging Freq.	Monthly	Monthly
Aerification Freq.	1x/year	As Needed	Mechanical	string	string
Divot Repair Freq.	As Needed	As Needed	Chemical	spot spray	spot spray
Edge Yardage Markers	N/A	N/A	Time to Repair Damage	As soon as poss.	As soon as poss.
Irrig. Head Yardage	Yes	Yes			
Irrig. Head Trim Freq.	1 x/year	As Needed			
Time to Repair Damage	Within one week	Within one week			
Overseeding Rate	None	N/A			
Preventive Fungicides	None	N/A			
Insect Control	None	N/A			
Weed Control	As Needed	N/A			
<b>GREEN SURROUNDS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>	<b>CART PATHS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Cutting Height	1"	1"	Edging Freq.	1 x/month	2 x/month
Cutting Freq	Weekly	Weekly	Sweep/Blow Freq.	As Needed	As Needed
Mower Type	Reel	Reel	Traffic Control	Little	Little
			TC Rotation schedule	N/A	N/A

Golf Course: <b>Salmon Run Golf Course - Page 2</b>					
Date: <b>10/20/2022</b>					
<b>ROUGH</b>	<b>Peak Season</b>	<b>Shoulder Season</b>	<b>COURSE RESTROOMS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Species	Rye/Poa/Bermuda	Rye/Poa/Bermuda	Cleaning Freq.	Weekly Service	Weekly Service
HOC	2"	2"	(Porta Potties)		
Mowing Freq.	2x/Week	As Can	<b>LAKES/STREAMS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Mower Type	Rotary	Rotary	Hazard Stakes	Some	Some
Trimming Freq.	As Needed	As Can	Trim Mow Freq.	3x/season	As Needed
Trimming Type	String/Weedeater	String/Weedeater	Aquatic Weed Control	None	None
Verticut Freq.	None	None	<b>RANGE TEE</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Aerification Freq.	None	None	Species	N/A	N/A
Yardage Markers	None	None	HOC	N/A	N/A
Irrig. Head Yardage	None	None	Mowing Freq.	N/A	N/A
Time to Repair Damage	Within one week	Within one week	Mower Type	N/A	N/A
Overseeding Rate	None	None	Trimming Freq.	N/A	N/A
Preventive Fungicides	None	None	Verticut Freq.	N/A	N/A
Insect Control	Curative only	Curative only	Topdress Freq.	N/A	N/A
Weed Control	Curative only	Curative only	Aerification Freq.	N/A	N/A
<b>GROUNDS/PARKING</b>	<b>Peak Season</b>	<b>Shoulder Season</b>	Divot Repair Freq.	N/A	N/A
Turf Mowing Freq.	1 x/week	As Needed	Yardage Markers	Yes	Yes
HOC	2"	2"	Time to Repair Damage	As Needed	As Needed
Mower Type	Push rotary	Push rotary	Overseeding Rate	No	No
Trimming Freq.	Weekly	As Needed	Preventive Fungicides	No	No
Trimming Type	string	string	Insect Control	No	No
Overseeding Rate	N/A	N/A	Weed Control	No	No
Preventive Fungicides	N/A	N/A	Turf/Mat Rotation Freq.	As Needed	As Needed
Insect Control	N/A	N/A	<b>NATIVE AREAS</b>	<b>Peak Season</b>	<b>Shoulder Season</b>
Weed Control	Spot spray	As Needed	Species	Too many	Too many
Edging Freq.	As Needed	As Needed	Chem Weed Control	None	None
Sweep/Blow Freq.	As Needed	As Needed	Hand Weed Control	Yes	Yes
Time to Repair Holes	N/A	N/A	Trimming Freq.	As Needed	As Needed
Time to Repair Drainage	Within week	Within week	Trimming Type	String	String
<b>NOTES:</b>					
Prepared by: John Marrington					

## FIVE-YEAR CAPITAL PLAN

### Capital Projects

Project Name	Scope of Project	Estimated Project Start Date	Estimate or Bid	Cost Details	2023	2024	2025	2026	2027
Level tee boxes - some rebuild	2 years	03.01.2023	Estimate	Labor,equip rental,sand,seed	\$ 10,000	\$ 10,000			
Cart storage building	Build storge facility for personal carts	03.01.2023	Estimate	Bids	\$ 15,000				
Replace driving range netting	Add two or three poles and full netting with some grading.	04.01.2023	Estimate	Replace all sides and add two to three poles	\$ 20,000				
Cover for Range	Build shelter for driving range Pressure Treated	03.01.2024	Estimate	Labor,Material, Stainless hardware		\$ 10,000			
OH entrance covering	Build Entry Covering for Occasion Hall	06.01.2024	Estimate	Labor, Material, Landscaping		\$ 10,000			
Privacy Fence surrounding Shop	Secure Privacy Fence around shop facility	04.01.2024	Estimate	Labor,Material			\$ 15,000		
Install golf simulators (2) in Occasion Hall	Add two simulators over the course of two years to build competitive golf league in the Winter.	06.15.2025	Estimate	Simulators,construction,Labor				\$ 20,000	20000

### Capital Equipment

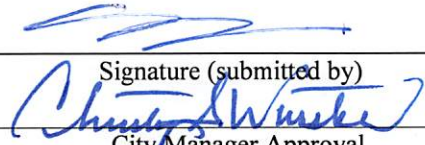
Equipment Piece	Brand	Description	New or Used	New Piece or Replacement	Order Date	Lease Details	2023	2024	2025	2026	2027
Tractor	Kubota	tractor w/attachment	New	New	03.01.2023	5 year lease/buy	\$ 24,720				
Fairway reel mower	Toro	Fairway reel mower	Used	Replacement	03.01.2023	5 year lease/Buy	\$ 21,000				
Toro Workman	Toro	Toro Workman	Used	Replacement	03.01.2024	3 year lease/Buy		\$ 10,800			
verticutter/roller/tee mower triplex	Toro	verticutter/roller/tee mower triplex	Used	Replacement	03.01.2024	3 year lease/Buy		\$ 20,000			
rotary mower - 5-7 gang	Toro	Replacement	Used	Replacement	03.01.2025	3 year lease/Buy			\$ 48,000		
Toro Workman	Toro	Toro Workman	Used	Replacement	03.01.2026	3 year lease/Buy				\$ 15,000	
Toro Workman	Toro	Toro Workman	Used	Replacement	03.01.2027	3 year lease/Buy					\$ 15,000

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: PWDS

  
Signature (submitted by)  
City Manager Approval

---

Subject: Business Oregon – Brownfields Program Funding

Recommended Motion:

1. Authorize Mayor to sign Business Oregon - Brownfields Program application
2. Authorize City Manager Pro Tem to enter into a funding agreement with Business Oregon for the Brownfields Program.

Financial Impact:

The city is requesting funding from the Brownfields Program in the amount of \$200,000 of which \$186,030 covers the contractor's costs for removal and disposal of PCB, Lead and Chromium, with the remaining \$13,970 to cover DEQ regulatory requirements, project management and consulting services. If awarded, Business Oregon provides a \$60,000 no match required grant as well as an optional low interest loan for the remaining \$140,000.

Background/Discussion:

Council recently approved a nearly \$300,000 change order for the Marine Drive Reservoir Repainting Project and \$186,030 of that change order was for removal and disposal of PCB, Lead and Chromium found in the paint of the roof structure. This was an unforeseen additional cost to the project.

Business Oregon offers a Brownfields Program Grant which was developed to provide funding to offset costs associated with environmental cleanup. Staff submitted a letter of interest (LOI) to Business Oregon for the Brownfields Program in early December and were invited to submit a formal application. Staff intends to use any funds received from the Brownfields Program to offset the cost increase associated with Marine Drive Reservoir Repainting Project change order.

Staff is recommending authorizing the Mayor to sign application and authorize the City Manager to enter into an agreement with Business Oregon if the city is awarded funding through the Brownfields Program.

Attachments:

- a. Business Oregon – Brownfields Program Application



## APPLICATION - General

**Oregon Business Development Department**  
**Attn: Karen Homolac**  
**775 Summer St. NE, Suite 200**  
**Salem, Oregon 97301-1280**  
**Mobile: (971) 239-9951**  
**karen.homolac@biz.oregon.gov**

**Applicant:** City of Brookings

**Project Name:** Marine Drive Reservoir Repainting Project

### Applicant Information

#### Applicant's Organization Type:

- ☒ City
 ☐ Special District, organized under ORS
 ☐ For-Profit, organized as a \_\_\_\_\_
- ☐ County
 ☐ Port District, organized under ORS \_\_\_\_\_
 ☐ Other: \_\_\_\_\_
- ☐ Tribe
 ☐ Non-profit, organized as a \_\_\_\_\_

<b>Contact Name:</b> Anthony Baron  <b>Title:</b> Public Works & Development Services Director	<b>Phone:</b> 541-469-1159
	<b>Fax:</b> 541-469-3650
	<b>Email:</b> abaron@brookings.or.us
<b>Street Address:</b> 898 Elk Drive Brookings Oregon 97415	<b>Mailing Address:</b> same

**Applicant's Federal Tax ID No:** 93-6002703

Project Budget			
Budget Line Item	OBDD Funding	Other Funds	Total
Lead, Chromium, PCB Removal	\$186,030		\$186,030
DEQ Oversight	\$6,985		\$6,985
Project Management/ Consultant	\$6,985		\$6,985

Project Budget			
<b>Totals</b>	<b>\$200,000</b>		<b>\$200,000</b>

Source of Other Funds	Amount	Status Committed, Application Submitted, Application Invited, or Potential Source
OBDD SDWRLF	\$515,880	Committed
<b>Total</b>	<b>\$515,880</b>	

Problem/ Opportunity
<p>The City of Brookings entered into an agreement with HCI Industrial &amp; Marine Coatings to paint the interior roof structure of the Marine Drive Reservoir. As part of the contract HCI was required to perform testing of the existing coating (paint) of the roof structure to determine the presence of PCB, Lead and Chromium. The results came back positive (see attached environmental testing performed). The presence of PCB, Lead and Chromium was not determined during the engineer's field survey and original scoping of the project when determining the ask for the Safe Drinking Water Revolving Loan Fund application process.</p>

Response to Problem/ Opportunity
<p>HCI Industrial &amp; Marine Coatings proposes to remove the contaminants from the roof structure, repair the roof structure and apply a new coat of paint on all exposed metal surfaces of the roof structure.</p>

Detailed project description
<p>HCI Industrial &amp; Marine Coatings proposes to remove the contaminants from the roof structure by method of sand blasting, then collect the particles and dispose of the contaminants per work plan. Once the contaminants are removed HCI will prepare and apply a new coat of paint on all exposed metal surfaces of the roof structure.</p>



**If interim financing is needed – indicate the source(s)**

N/A

**Project Work Plan**

<b>Activity</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
Removal & Disposal of Lead, Chromium, PCB	January 5, 2023	January 30, 2023
Estimated First Draw Date (dd/mm/yy): Un-known		

**General Certification:**

I certify that to the best of my knowledge all information contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

- 1) The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
- 2) If signed by an official, other than the highest elected official, documentation is attached that verifies the official's authority to sign on behalf of the applicant. Such documentation can include a resolution, ordinance, order, governing body meeting minutes, or charter.

\_\_\_\_\_  
**Signature**

**(must be highest elected or authorized official)**

\_\_\_\_\_  
**Printed Name & Title**

\_\_\_\_\_  
**Date**

**This information may be found at: <http://www.leg.state.or.us/index.html>**

State Senator Name: Dallas Heard

District Number: 1

State Representative Name: David Brock Smith

District Number: 1

**FOR OBDD USE ONLY**

Intake approval date: \_\_\_\_\_

**Project Type**

- ☐ Environment Site Assessment ( i.e. Phase One, Phase Two)
- ☐ Brownfields Related Planning Activities (i.e. PPA)
- ☐ Integrated Planning Project
- ☐ RI/FS
- ☐ Cleanup



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2022

Originating Dept: PWDS

  
Signature (submitted by)  
City Manager Approval

---

### Subject:

Brookings Airport Taxiway and Apron Seal Project – Design Services.

### Recommended Motion:

Motion to approve the City Manager to execute a contract amendment with Century West incorporating the required Federal Contract provisions to provide design services for the Brookings Airport taxiway and apron seal project.

### Financial Impact:

The FAA approved grant amount for this project is \$65,129. The City will be financially responsible for 10% of the cost.

### Background/Discussion:

In alignment with the Airport master plan, the FAA has approved a project for the Brookings Airport consisting of the following:

- Rehabilitate main apron area (sealing) (phase I-design)
- Rehabilitate Taxiway A (sealing), including connector taxiways (phase I-design)
- Rehabilitate northeast taxi lane area (sealing) (phase I-design)
- Rehabilitate west taxi lane (sealing) (phase I-design)

### Attachments

1. FAA grant agreement
2. Contract 22-012
3. Amendment to Contract 22-012



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Northwest Mountain Region  
Oregon, Washington

Seattle Airports District  
Office:  
2200 S 216th St  
Des Moines, WA 98198

July 12, 2022

Mr. Jay Trost  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Dear Mr. Trost:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0008-020-2022 at Brookings Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 5, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We**

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Kathryn Key, (206) 231-4245, [kathryn.e.key@faa.gov](mailto:kathryn.e.key@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Warren D. Ferrell  
Manager  
Seattle ADO



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	July 12, 2022
Airport/Planning Area	Brookings Airport
FY2022 AIP Grant Number	3-41-0008-020-2022 (Contract Number: DOT-FA22NM-0118)
Unique Entity Identifier	V24DFMJ33T88
TO:	City of Brookings
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 7, 2022, for a grant of Federal funds for a project at or associated with the Brookings Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Brookings Airport (herein called the "Project") consisting of the following:

Rehabilitate main apron area (sealing) (phase I-design); Rehabilitate Taxiway A (sealing), including connector taxiways (phase I-design); Rehabilitate northeast taxilane area (sealing) (phase I-design); Rehabilitate west taxilane (sealing) (phase 1-design)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$65,129.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 65,129 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 5, 2022, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if



required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
16. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

#### **18. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

#### **19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

#### **20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.



2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
  - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**21. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 2/9/2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

**23. Employee Protection from Reprisal.**

- a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

### **SPECIAL CONDITIONS**

24. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

26. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;


If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

  
(Signature)

Warren Ferrell

(Typed Name)

Manager, Seattle Airports District Office

(Title of FAA Official)

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated July 13, 2022

City of Brookings

*(Name of Sponsor)*

Jonathan Trost

Jonathan Trost (Jul 13, 2022 08:00 PDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Jonathan Trost

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Public Works Deputy Director

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## CERTIFICATE OF SPONSOR'S ATTORNEY

I, Lori J. Cooper

, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at July 14, 2022

By: Lori J. Cooper  
Lori J. Cooper (Jul 14, 2022 12:17 PM DT)  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## **ASSURANCES**

### **AIRPORT SPONSORS**

---

#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

### FEDERAL LEGISLATION

---

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).



- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

---

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

---

#### **FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

---

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

## **2. Responsibility and Authority of the Sponsor.**

### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

## **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.



## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Brookings**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.



- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 7, 2022.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

### **37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

### **38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

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

CONTRACT NO. 22-012

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Century West Engineering (Contractor). The City's Project Manager for this Contract is Jay Trost, Public Works and Developmental Services, Deputy Director.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract is effective on September 19, 2022 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before September 30, 2023.

**2. Statement of Work.**

The work under this contract is for Bookings Airport Taxiway and Apron Surface Seal Project, Engineering Design Services. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

**3. Consideration.**

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses as indicated in task orders.
- b. Time and material payments shall be made in accordance with the requirements of Exhibit A and Exhibit E.
- c. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- d. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

## CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Century West Engineering

Contact Name/Title: Joe Roshak/President Phone: 541-322-8962

Fax: 541-382-2423 E-Mail: jroshak@centurywest.com

Address: 1020 SW Emkay Drive, STE 100, Bend, OR 97702

Federal Tax ID #: 93-0584951 -or- ☐ W-9 (attach) -or- SSN #: \_\_\_\_\_

State Tax ID #: 007243-2 Brookings Bus Lic.# \_\_\_\_\_ CCB#: \_\_\_\_\_

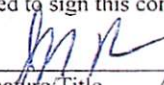
Citizenship: Nonresident alien ☐ Yes ☒ No

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

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

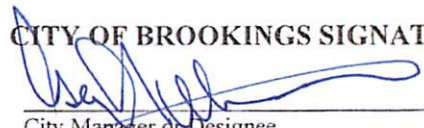
I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty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

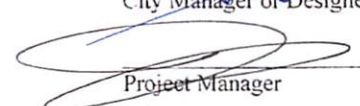
I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor:  PRESIDENT 9/26/2022  
Signature/Title Date

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

### CITY OF BROOKINGS SIGNATURE

Approved:  10/03/22  
City Manager or Designee Date

Approved:  10.3.22  
Project Manager Date

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

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

**1. Contractor is Independent Contractor**

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

**2. Subcontracts and Assignment**

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

**3. No Third Party Beneficiaries**

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

**4. Successors in Interest**

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

**5. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate this Contract for any reason deemed appropriate in its sole discretion by giving Contractor at least 7 calendar days' advanced written notice of termination.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 calendar days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

**6. Payment on Early Termination**

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

**7. Remedies**

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In



the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.

- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

## **8. Notices**

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

## **9. Access to Records**

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

## **10. Ownership of Work**

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

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

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

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

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

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

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

- a. Except for the professional negligent acts covered by paragraph 12.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or



actions of whatsoever nature resulting from or arising out of the negligent activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

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

### **13. Insurance**

Contractor shall provide insurance in accordance with Exhibit C.

### **14. Waiver**

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

### **15. Liquidated Damages – Not Used**

### **16. Professional Standards; Errors**

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

### **17. Governing Law**

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

### **18. Severability**

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

### **19. Business License**

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

### **20. Merger Clause**

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

## **EXHIBIT A**

### **STATEMENT OF WORK, ADDITIONAL TERMS, COMPENSATION and PAYMENT SCHEDULE**

#### **I. SERVICES OF ENGINEER**

- A. General scope or services to be provided. When authorized by the CITY, the services which the ENGINEER shall furnish, will generally consist or, but not be limited to, the following:
1. Consultation with the City Manager, City Council, and various department supervisors regarding engineering, planning and public works issues.
  2. Attend meetings, when requested or when necessitated by construction work underway.
  3. Prepare master plans, facility plans, and feasibility studies of facilities.
  4. Develop Public Works construction and maintenance standards as well as maintenance and capital improvement programs.
  5. Design of improvements to facilities including water, wastewater, stormdrain, street systems as well as other facilities owned by the CITY and prepare related documents sufficient to receive approval of governing authorities.
  6. Prepare opinions of probable construction cost and total project costs.
  7. Project reviews, construction observation, and field surveying services.
  8. Conduct miscellaneous technical services requested by the CITY.
  9. Preparation of federal and state funding requests.
  10. Conduct plan reviews including development plans to ensure conformance with CITY public works construction standards. Development is defined as infrastructure improvements planned, designed, and constructed or otherwise implemented by others for CITY ownership or use. Subdivision utilities are examples of development.
- B. Basic design services. When authorized by the CITY, ENGINEER will provide design services for any improvement project. These will generally consist of, but not be limited to, the following itemized services:
1. Prepare complete drawings and specifications, ready for invitation to bid and conduct such field work as is necessary therefore.
  2. Prepare opinions of probable construction costs.
  3. Tabulation of bids at bid opening, report tabulations to the CITY, and assist in awarding contracts for construction.
  4. Perform general observation of construction work at the job site on periodic basis.
  5. Prepare and submit proposed contract change orders.
  6. Prepare monthly progress payments to the contractor.
  7. Perform final review of the project.
  8. Prepare final acceptance of the project, a one-year warranty inspection and recommendations accordingly to the CITY.
  9. Submit final quantities and costs to the CITY.
  10. Furnish a set of "record" reproducible drawings in CAD format, if requested, to the CITY for their files.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required and provided when authorized by the CITY. Included in these services, but not limited to, are as follows:
1. Special Services by ENGINEER.
    - a. Field engineering - Provide the service of a survey crew to stakeout construction work, or provide preliminary design surveys and design land surveys. The services of the survey crew shall be to furnish all necessary equipment, instruments, transportation, stakes, and subsistence required for field engineering of any program.
    - b. Resident observation - Provide the services of an observer, acceptable to the CITY, as requested when contracts have been let by the CITY for construction. The Observer shall

- keep a daily diary of work in progress. The Observer shall check and approve all construction work, prepare "record" drawings of the construction work, and prepare the monthly progress payments to the Contractor.
- c. Redesigns ordered by the CITY after final plans have been completed.
  - d. Appearances before courts or boards on matters of litigation related to the project.
  - e. Preparation of operation and maintenance manuals.
  - f. Coordinating and obtaining permits and arranging governmental agency reviews. Coordinating with funding agencies during project.
  - g. Miscellaneous technical services not otherwise covered in Section I.A and I.B above.
2. Related services provided by specialized consultants. ENGINEER may provide the services of specialized consultants through this AGREEMENT as required by projects undertaken by the ENGINEER or as required or requested by the CITY. Such related services may include:
- a. Soils investigations - including test borings and related analysis.
  - b. Testing services including laboratory tests, well tests and compaction tests or concrete tests.
  - c. Specialized geological, hydraulic, or other studies.
  - d. Structural engineering.
  - e. Planning.
  - f. Grant writing and project financing.
  - g. Other consultant services requested by the CITY.

## **II. RESPONSIBILITY OF ENGINEER.**

- A. ENGINEER is an independent contractor, and is responsible for the means and methods of carrying out the services and for the safety of its employees and agents.
- B. The ENGINEER is employed to render a professional service only, and any payments made to ENGINEER are compensation solely for such services as ENGINEER may render and recommendations ENGINEER may make in carrying out the work.
- C. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- D. In performing construction administration services, ENGINEER shall act as agent for the CITY. The ENGINEER's review or observation of work prepared or performed by other individuals or firms employed by the CITY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
- E. It is understood that any resident engineering or inspection provided by the ENGINEER is for the purpose of determining compliance with the technical provisions of the Project documents and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. The ENGINEER does not have authority over, or responsibility for, the means, methods, techniques, sequences, procedures of construction or appliances selected by Contractor, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- F. If the ENGINEER's performance of services hereunder requires the ENGINEER to rely on information provided by other parties (excepting the ENGINEER's subcontractors), the ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by the CITY. However, if the ENGINEER should know or have reason to believe, based on its experience and generally held knowledge by consultants in its field, that certain representations of others are overstated or questionable, the ENGINEER shall so advise the CITY in writing and the CITY shall advise the ENGINEER, likewise in writing, whether the CITY wishes the ENGINEER to verify the validity, completeness, or accuracy of such information.

- G. The ENGINEER will communicate effectively with the CITY in all matters relating to services provided by the ENGINEER. At a minimum this will include, but not be limited to, the following:
1. Be available in a timely manner, in person or by telephone, for consultation or advice to the CITY or the CITY's counsel upon reasonable notice from the CITY.
  2. Follow established procedures regarding which CITY representative may request advice.
  3. Draft or write engineering, design, and construction letters or other documents as the CITY requires.
  4. Provide periodic status reports on major engineering issues.
  5. Provide itemized monthly billings as described in Section IV.

### **III. RESPONSIBILITY OF CITY**

- A. CITY shall provide all criteria and full information as to CITY's requirements of assigned improvement project; designate a person to act with authority on CITY's behalf in respect to all aspects of assigned improvement project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the work.
- B. CITY shall also do the following and pay all costs incident thereto:
1. Make all provisions for ENGINEER to enter upon public and private property as necessary for ENGINEER to provide services under this agreement.
  2. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the assigned improvement project, any auditing service required in respect of contractors' applications for payment, and any inspection services to determine if contractors are performing the work legally, except as otherwise agreed to by ENGINEER in this AGREEMENT.
  3. Provide CITY's insurance requirements with respect to public procurement bidding documents prepared by the ENGINEER.
- C. CITY shall pay expenses incident to obtaining bids or proposals from contractors, if any.
- D. CITY shall pay necessary fees and expenses for permits or agency reviews.

### **IV. AUTHORIZATION OF SERVICES.** The CITY shall authorize the ENGINEER in writing to provide services on a TASK ORDER basis.

- A. If the services to accomplish a task can be defined and limited, ENGINEER shall present a description of the task, a detailed scope of services and a related maximum fee for providing such services.
- B. If the services to accomplish a task cannot be defined, limited or quantified, ENGINEER shall work on a time and materials basis and provide a description of work performed by each staff member monthly with accompanying invoices. Invoices will be prepared and submitted monthly per Section IV.B., but total cost for the task shall not exceed the maximum.
- C. ENGINEER shall not provide any services without prior written authorization of CITY.

### **V. PAYMENTS TO ENGINEER**

- A. **Compensation.** For the services described and performed by ENGINEER, the CITY agrees to pay, and the ENGINEER agrees to accept, compensation in accordance with the Schedule of Rates and Charges, which are included in Exhibit E.
- B. **Invoices.** Invoices for services of ENGINEER shall be billed to the CITY in summary form on or about the last day of each month for all services performed through the 26<sup>th</sup> day of each month. Reimbursable expenses shall be itemized and backup invoices provided if requested by CITY.
- C. **Payment of Invoices.** Invoices are due and payable upon receipt. If CITY fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from date of receipt; and, in addition, ENGINEER may, after giving seven day's written notice to CITY, suspend services under this Agreement until

ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

- D. **Disputed Invoices.** CITY will review ENGINEER's invoice and within ten (10) days of receipt notify ENGINEER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, CITY shall pay the invoice amount in full in accordance with paragraph IV.C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

**VI. TERM OF AGREEMENT.** This Agreement is for a term of three years from the date of this Agreement and may be extended, in writing, for an additional period of time upon mutual agreement of both parties. Such extension will consider ENGINEER's Schedule of Rates and Charges effective during the period of extension if different than the Rate Schedule, which are included in Exhibit A.

## **VII. GENERAL CONSIDERATIONS**

- A. **Ownership and Reuse of Documents.** All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of an assigned improvement project and ENGINEER shall retain ownership and property interest therein whether or not the assigned improvement project is completed. CITY may make and retain copies for information and reference in connection with the use and occupancy of the assigned improvement project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the assigned improvement project or on any other project.

The CITY may reuse all documents prepared or furnished by ENGINEER, including but not limited to designs, drawings, specifications, or other work products on any other project without the permission of the ENGINEER. Any such reuse shall be at the CITY's sole risk and without liability or legal expense to the ENGINEER. The CITY agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, losses, and expenses of any kind, including, but not limited to, attorney's fees and court costs arising out of such reuse. ENGINEER shall retain possession of all drawings or other documents bearing the original ENGINEER's stamp. Copies including reproducible copies will be furnished CITY as required by this Agreement.

- B. **Opinions of Cost.** Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.
- C. **Suspension or Abandonment.** If any work covered by this Agreement designed or specified by the ENGINEER, shall be suspended or abandoned, the CITY shall pay the ENGINEER for the services rendered for such suspended or abandoned work, the payment to be based insofar as possible on the compensation provisions established in this Agreement.
- D. **Insurance.** As indicates in Exhibit C herein.
- E. **Successors and assigns.**
1. CITY and ENGINEER each is hereby bound and the Partners, successors, executors, and administrators of CITY and ENGINEER (and to the extent permitted by paragraph VI.G.2. the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the Partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  2. Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

## EXHIBIT B

### OREGON STATUTORY PROVISIONS

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

#### REQUIRED STATUTORY PROVISIONS

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

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

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

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

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

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

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

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

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

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

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or  
(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

(c) For goods or personal property.

#### **OTHER STATUTORY PROVISIONS**

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

(1) As used in this section:

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

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

\*\*\*\*\*

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

\*\*\*\*\*

#### **STATUTORY REFERENCES OF INTEREST**

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



**EXHIBIT C**  
**PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

**EXHIBIT E**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

**I. INDEPENDENT CONTRACTOR STANDARDS**

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

**II. BASIC REQUIREMENTS**

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

**III. ADDITIONAL REQUIREMENTS**

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

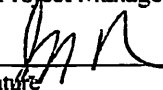

- X   The Contractor maintains a business location:
- a. That is separate from the business or work location of the person for whom the services are provided; or
  - b. That is in a portion of the person's residence and that portion is used primarily for the business.
- X   The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- a. The person enters into fixed-price contracts;
  - b. The person is required to correct defective work;
  - c. The person warrants the services provided; or
  - d. The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- X   The Contractor provides contracted services for two or more different persons within a 12 month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- X   The Contractor makes a significant investment in the business, through means such as:
- a. Purchasing tools or equipment necessary to provide the services;
  - b. Paying for the premises or facilities where the services are provided; or
  - c. Paying for licenses, certificates or specialized training required to provide the services.
- X   The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

**IV. INDEMNIFICATION**

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

**V. CERTIFICATION**

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

 _____ Contractor Signature	<u>9/26/2022</u> _____ Date
 _____ Project Manager Signature	<u>9.3.22</u> _____ Date

## EXHIBIT F

### City of Brookings Harassment Policy for Contractors

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

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

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

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

#### Acknowledgment

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

JOSEPH ROSHAK, PRESIDENT

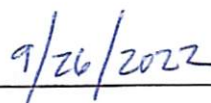
Print Name and Title



Signature

CENTURY WEST ENGINEERING CORP.

Business Name



Date

**EXHIBIT G**  
**FEE/RATE SCHEDULE**

**See Attached**

**ENGINEERING STATEMENT OF SERVICES  
FOR  
BROOKINGS AIRPORT  
TAXIWAY AND APRON SURFACE SEAL PROJECT  
DESIGN SERVICES**

**CITY OF BROOKINGS**

**April 22, 2022 (rev 6-30-2022)**

**GENERAL**

The general scope of the project is to provide engineering design services for the surface sealing of airport pavements at the Brookings Airport. The extents of the sealing will be based on deferred maintenance identified in the 2019 Oregon Department of Aviation PEP Report.

This scope of work details activities and work elements needed for Century West Engineering (the Consultant) to perform design, and project closeout services for the work.

The improvements include:

1. Minor crack repair on Taxiway A, Taxiway B and three (3) connector taxiways;
2. Surface seal of Taxiway A, Taxiway B and three (3) connector taxiways;
3. Minor crack repair on taxilanes;
4. Surface seal of taxilanes;
5. Minor crack repair on (City owned) aprons;
6. Surface seal of (City owned) aprons;
7. Install taxiway, taxilane, and apron markings.

The seal coat treatment will consist of either a slurry seal or fog seal, as determined through preliminary design evaluation of existing conditions. FAA Specifications will be used.

Minor crack repair is anticipated to consist of routing, cleaning, and preparation of small quantities of narrow cracks less than 1 inch. Minor crack repair will also consist of a “burn and seal” treatment of existing cracks, by heating existing crack fill material with a heat lance and “topping off” with additional, new, crack seal material.

Wide crack repair (if required) is anticipated to consist of 12”-24” wide pavement removal, centered on wide cracks greater than 1 inch, and repair with new pavement, centered over wide cracks, as necessary. In additions, pavement dig outs and patching may be needed on a limited basis to repair larger areas of alligator cracking or minimal areas of depressions.

Services to be performed are as follows:

**PHASE I –DESIGN SERVICES**

**Task 1 Project Management**

1. Finalize work scope and negotiate contract.

2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with City and FAA, monitoring and reporting technical and budget issues to City and FAA, preparation of monthly Consultant invoices for submittal to City.

Administrative activity for the project is expected to occur over a 6-month period, an allowance of 3-hours per month of activity is provided.

3. Assist City as necessary with preparation of grant application including updated data sheet and sponsor certifications for the project and submit to City for review and signatures.
4. Provide a project schedule to City and FAA. Up to 2 revisions are anticipated.
5. Prepare FAA form 7460 for submittal to FAA for overall construction.
6. Attend Pre-Design Conference with City and FAA via telephone or video conference. The Consultant will prepare the meeting agenda using the FAA's Pre-Design Conference Checklist, and—if needed—provide a conference call-in number. The Consultant will prepare and distribute meeting minutes to attendees.
7. Coordinate project team and sub-consultants
8. Conduct in-house QA/QC review of design elements and project deliverables.
9. Prepare and submit FAA Quarterly Performance Reports throughout the project.

**Deliverables:**

- **Scope of work**
- **Budget**
- **Project Schedule**
- **Grant Pre-Application**
- **Pre-design meeting minutes**
- **Monthly Invoices**
- **Meeting Minutes**

**Task 1 Due: July 29, 2022, with invoices and meeting minutes for the project duration**

**Task 2 CatEx Review**

FAA environmental staff have indicated that this project will be performed under an undocumented CATEx. As a result, no environmental work is included in this scope of work.

### **Task 3 Design Surveying**

Consultant assumes that the AGIS survey work done under previous grants will provide enough information for the purposes of this project. As a result, no new survey work is included in this scope of work.

### **Task 4 Preliminary Design**

1. Review past mapping, plans, documents, and other available information pertaining to the project.
2. A site visit will be performed by the Designer and an Inspector to quantify the pavement distresses to be repaired. The quantities will be separated into the various bid items including (but not limited to): small crack repair, wide crack repair, burn-and-seal crack repair, and AC patching. Senior Project Manager's will review photos and notes on the condition of the pavement as it relates to the available treatment options.
3. Complete 50% preliminary design of the proposed improvements to provide sufficient information related to the location, limits, material quantities, and construction requirements of the proposed improvements to perform evaluations based on the various impact categories. The preliminary plan view for the proposed improvements and the survey base map will be used to complete a 50% preliminary design of the proposed improvements. The level of design will allow the consultant to identify locations and limits of work and ensure that FAA design standards can be met to complete the proposed improvements. The preliminary design will also include finalization of project access and staging limits, preliminary material quantities, and a detailed construction cost estimate commensurate with the level of design. This preliminary design will be submitted to the FAA for review and comment, along with contract documents, and a list of anticipated FAA Technical Specifications. FAA comments from this submittal will be used to advance the work to the 90% submittal package.
4. Prepare up to (2) two phasing alternatives for consideration by the Sponsor.
5. Prepare a preliminary Construction Safety and Phasing Plan (CSPP) and recommendations. Safety plan is to be reviewed by the FAA and Sponsor. Solicit comments and incorporate into final form for approval by FAA. Final version shall be submitted via the OE/AAA portal for approval a minimum of 90 days prior to bid opening.
6. Prepare preliminary quantity and construction estimates for the project.
7. Prepare preliminary (90%) plans. The plan set is expected to consist of approximately 18 drawings and will include the following components:
  - Cover Sheet (1 Sheet)
  - Site & Safety Plan (1 Sheet)
  - Construction phasing/ work area plan and details (2 Sheets)
  - Crack repair/sealing and seal coat plans and details (5 Sheets)
  - Pavement marking plan and details to replace all current pavement markings



impacted by the project. (3 Sheets)

8. Prepare a 90% preliminary Engineer's Design Report to the established FAA requirements.
9. Prepare 90% preliminary specifications manual using Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports. It is anticipated that the project bidding documents will be developed as a Base Bid with Additive Alternates, if necessary, so the work to be constructed can be matched with available project funding.
10. Provide up to four (4) sets of 90% preliminary contract documents (plans, specifications, design report, and cost estimate). One hard copy will be sent to the FAA, and one hard copy will be sent to the City.
11. Solicit, receive, and record and incorporate into the final form of the 90% preliminary contract documents, all comments provided by the City and FAA.

**Deliverables:**

- **Preliminary (50%) exhibits, cost estimate, and plan sheets**
- **CSPP**
- **FAA Form 7460-1**
- **Project Documents (90%) plans, specifications, estimated quantities and costs**
- **Engineer's Design Report (90%)**

**Task 4 Due: October 14, 2022**

**Task 5 Final Design**

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final construction drawings.
3. Provide the final contract specifications.
4. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.
5. Submit final construction documents to City and FAA for review and approval.
6. Provide electronic files for City to distribute for bidding.
7. Provide 10 sets of contract construction documents for bidding (5 of the 10 sets will be kept by the engineer for use during construction).

**Deliverables:**

- **Final Construction Drawings**
- **Final Bid Documents and Specifications**

- **Final Engineer's Construction Cost Estimate**
- Task 5 Due: February 3, 2023**

**Task 6 Grant Closeout**

1. Provide final report to include administrative tasks/costs and engineering fees, as well as FAA Final Payment Summary Sheet.

**Deliverables:**

- **Final Closeout Report**
- **FAA Final Payment Summary Sheet**

**Task 6 Due: March 15, 2023**

**PHASE II - BIDDING AND CONSTRUCTION**

Bidding and construction services are not included. These services will be performed under a separate agreement or work order.

**City of Brookings - Brookings Airport Taxiway and Apron Surface Seal Project**

**Phase 1 - Design Services - Fee Estimate/Breakdown Of Costs (BOC)**

**CENTURY WEST ENGINEERING CORPORATION**

**4/22/22**

	<i>Principal Engineer 101</i>	<i>Snr. Project Manager 102</i>	<i>Project Engineer 106</i>	<i>Designer 133</i>	<i>Engineer-in- Training 188</i>	<i>Clerical 118</i>	<i>Total Hours</i>	<i>Total Fees</i>
	\$280.00	\$224.00	\$130.00	\$138.00	\$104.00	\$105.00		
<b>Phase 1 - Design Services</b>								
<b>Task 1: Project Management</b>								
Finalize Scope and Schedule, Neg. Contract		2				2	4	\$658.00
Project Administration (Assume 6 months)	1	18				4	23	\$4,732.00
Prepare Grant Pre-application Data			4	4			8	\$1,072.00
Prepare and Update Project Schedule		4					4	\$896.00
Prepare FAA form 7460		2		4			6	\$1,000.00
Conduct Pre-design Meeting		2	2					
Coordinate Project Team and Subs		6		2		6	14	\$2,250.00
Conduct In-house QA/QC		12	4				16	\$3,208.00
Prepare FAA Quarterly Reports		4					4	\$896.00
<b>Subtotal Task 1:</b>	<b>1</b>	<b>50</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>12</b>	<b>79</b>	<b>\$14,712.00</b>
<b>Task 2: CatEx Review</b>								
Undocumented CATEx		No Environmental Work Included in this Scope					0	\$0.00
<b>Subtotal Task 2:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0.00</b>
<b>Task 3: Design Surveying</b>								
Review existing AGIS survey information		2		4			6	\$1,000.00
<b>Subtotal Task 3:</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>\$1,000.00</b>
<b>Task 4: Preliminary Design</b>								
Review Prior Mapping and Plans		2					2	\$448.00
Pre-Design Site Visit		2		20	20		42	\$5,288.00
Prepare 50% FAA Review Package		4	4	18	18		44	\$5,772.00
Provide Phasing Alternatives (Up to 2)		8		8			16	\$2,896.00
CSPP Preparation and Submittal to FAA		2	2	8	12		24	\$3,060.00
Prepare Cost Estimate		2		6			8	\$1,276.00
Prepare Plans (90%) - 12 Sheets		6		32	32		70	\$9,088.00
Prepare Engineers Design Report and Submit		8		12		2	22	\$3,658.00
Prepare Contract Manual (90% Specifications)		2	4	8		4	18	\$2,492.00
Print Review Documents (4 sets) and Submit				4	4	4	12	\$1,388.00
Solicit, Receive, and Record Preliminary Design Comments		2				2	4	\$658.00
<b>Subtotal Task 4:</b>	<b>0</b>	<b>38</b>	<b>10</b>	<b>116</b>	<b>86</b>	<b>12</b>	<b>262</b>	<b>\$36,024.00</b>
<b>Task 5: Final Design</b>								
Incorporate Review Comments		2	8		4		14	\$1,904.00
Prepare Final Construction Plans		2	12	12	12		38	\$4,912.00
Prepare Final Contract Manual		2	6		8	2	18	\$2,270.00
Prepare Final Engineer's Estimate		2	4				6	\$968.00
Submit Final Contract Documents to City and FAA			2			2	4	\$470.00
Provide Bid Documents in Electronic Form		2	4			2	8	\$1,178.00
Print 10 Sets, Submit to City and FAA			2	4		2	8	\$1,022.00
<b>Subtotal Task 5:</b>	<b>0</b>	<b>10</b>	<b>38</b>	<b>16</b>	<b>24</b>	<b>8</b>	<b>96</b>	<b>\$12,724.00</b>
<b>Task 6: Grant Closeout</b>								
Provide Final Closeout Report		4	4				8	\$1,416.00
<b>Subtotal Task 6:</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,416.00</b>
<b>Century West Expenses</b>								
		<u>Rate</u> <u>Each</u>						
Mileage (Pre-Design Site Visit @ 650 miles)		\$ 0.585	650					\$380.25
Per Diem (Standard Rate for 2 inspection nights)		\$ 155.00	2					\$310.00
Copies								\$50.00
Printing								\$500.00
Plotting								\$250.00
<b>Subtotal Subconsultants and Expenses</b>								<b>\$1,490.25</b>
<b>Total Hours</b>	<b>1</b>	<b>104</b>	<b>62</b>	<b>146</b>	<b>110</b>	<b>32</b>	<b>451</b>	<b>-</b>
<b>Total Fees</b>	<b>\$280.00</b>	<b>\$23,296.00</b>	<b>\$8,060.00</b>	<b>\$20,148.00</b>	<b>\$11,440.00</b>	<b>\$3,360.00</b>	<b>-</b>	<b>\$67,366.25</b>



CENTWES-01

AIDDEHQANZADA

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 9/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Oregon, LLC 941 Oak St. Eugene, OR 97401		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (541) 687-4799 FAX (A/C, No): (541) 687-4718 E-MAIL ADDRESS: info.APOregon@assuredpartners.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A: Travelers Property Casualty Co. of America</b>	
		<b>INSURER B: Travelers Indemnity Company of Connecticut</b>	
		<b>INSURER C: SAIF Corporation</b>	
		<b>INSURER D: Continental Casualty Company</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			680-2P616310-22-47	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Total Aggregate \$ 16,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0R004108-22-47-G	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-2P620789-22-47	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			100024439	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liability</b>			AEH591913833	10/1/2022	10/1/2023	Ea Claim & Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Brookings Airport - Airport Master Plan (project number 12500.003.01)  
 Regarding General Liability and Auto Liability, City of Brookings, its agents, officers, and employees are Additional Insured as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Brookings 989 Elk Drive Brookings, OR 97415	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



CENTWES-01

AIDDEHQANZADA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Oregon, LLC 941 Oak St. Eugene, OR 97401	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (541) 687-4799 FAX (A/C, No): (541) 687-4718 E-MAIL: info.APOregon@assuredpartners.com ADDRESS:														
<b>INSURED</b>  Century West Engineering Corporation 5500 Meadows Road, Suite 250 Lake Oswego, OR 97035	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Property Casualty Co. of America</td><td>36161</td></tr><tr><td>INSURER B: Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER C: SAIF Corporation</td><td>38196</td></tr><tr><td>INSURER D: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co. of America	36161	INSURER B: Travelers Indemnity Company of Connecticut	25682	INSURER C: SAIF Corporation	38196	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Co. of America	36161														
INSURER B: Travelers Indemnity Company of Connecticut	25682														
INSURER C: SAIF Corporation	38196														
INSURER D: Continental Casualty Company	20443														
INSURER E:															
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR/ INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	680-2P616310-22-47	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Aggregate \$ 16,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	BA-0R004108-22-47-G	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-2P620789-22-47	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	100024439	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AEN591913833	10/1/2022	10/1/2023	Ea Claim & Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bookings Airport Taxiway and Apron Surface Seal Project, Engineering Design Services

Regarding General Liability &amp; Auto Liability the City of Brookings, its agents, officers, and employees are included as Additional Insured as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City of Brookings 989 Elk Drive Brookings, OR 97415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following is added to SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

**2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

## COMMERCIAL GENERAL LIABILITY

**3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4. The following definition is added to the DEFINITIONS Section:**

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



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

**AMENDMENT #1 TO CONTRACT NO. 22-012**

This Contract Amendment is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and Century West Engineering (Contractor). The City's Project Manager for this Contract is Jay Trost, Public Works and Developmental Services, Deputy Director.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract amendment does not amend the original effective date or the contract completion date.

**2. Statement of Work.**

The work under this contract is for Bookings Airport Taxiway and Apron Surface Seal Project, Engineering Design Services. The Required Federal Contract Provisions as Contained in Exhibit A of this Amendment #1 are hereby included in this contract. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

**3. Consideration.**

This contract amendment does not amend contract consideration clauses.

## CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Century West Engineering

Contact Name/Title: Joe Roshak/President Phone: 541-322-8962

Fax: 541-382-2423 E-Mail: jroshak@centurywest.com

Address : 1020 SW Emkay Drive, STE 100, Bend, OR 97702

Federal Tax ID #: 93-0584951 -or- ☐ W-9 (attach) -or- SSN #: \_\_\_\_\_

State Tax ID #: 007243-2 Brookings Bus Lic.# \_\_\_\_\_ CCB#: \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☒ No

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

☒ Corporation ☐ Government ☐ Nonprofit

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

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

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

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

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

### CITY OF BROOKINGS SIGNATURE

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

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

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



**FAA  
Airports**

## **Exhibit A - FAA Required Contract Provisions**

### **Table of Contents**

<b>FAA REQUIRED CONTRACT PROVISIONS.....</b>	<b>2</b>
<b>A1 ACCESS TO RECORDS AND REPORTS .....</b>	<b>2</b>
<b>A2 CIVIL RIGHTS – GENERAL PROVISIONS .....</b>	<b>2</b>
<b>A3 CIVIL RIGHTS – TITLE VI ASSURANCE.....</b>	<b>2</b>
<b>A4 CLEAN AIR AND WATER POLLUTION CONTROL .....</b>	<b>4</b>
<b>A5 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.....</b>	<b>5</b>
<b>A6 DEBARMENT AND SUSPENSION .....</b>	<b>5</b>
<b>A7 DISADVANTAGED BUSINESS ENTERPRISE .....</b>	<b>6</b>
<b>A8 DISTRACTED DRIVING.....</b>	<b>7</b>
<b>A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT .....</b>	<b>7</b>
<b>A10 EQUAL EMPLOYMENT OPPORTUNITY (EEO).....</b>	<b>8</b>
<b>A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....</b>	<b>9</b>
<b>A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES .....</b>	<b>9</b>
<b>A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....</b>	<b>10</b>
<b>A14 TERMINATION OF CONTRACT .....</b>	<b>10</b>
<b>A15 TRADE RESTRICTION CERTIFICATION .....</b>	<b>12</b>
<b>A16 VETERAN’S PREFERENCE .....</b>	<b>13</b>
<b>A17 DOMESTIC PREFERENCES FOR PROCUREMENTS .....</b>	<b>13</b>

## **FAA REQUIRED CONTRACT PROVISIONS**

### **A1 ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### **A2 CIVIL RIGHTS – GENERAL PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **A3 CIVIL RIGHTS – TITLE VI ASSURANCE**

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work

to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A4 CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **A5 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### **4. Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A6 DEBARMENT AND SUSPENSION**

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**



By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **A7 DISADVANTAGED BUSINESS ENTERPRISE**

### **Contract Assurance (49 CFR § 26.13)**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

### **Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Brookings. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Brookings. This clause applies to both DBE and non-DBE subcontractors.

### **Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor (or an approved substitute DBE firm) without prior written consent of the City of Brookings. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City of Brookings. Unless the City of Brookings' consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Brookings may provide such written consent only if the City of Brookings agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of Brookings its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Brookings, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of Brookings and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Brookings should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Brookings may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **A8 DISTRACTED DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A9 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **A10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended

in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **A11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **A13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A14 TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **TERMINATION FOR CAUSE**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A15 TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A16 VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **A17 DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

---

Subject:

Extend Franchise Agreement with Coos-Curry Electric Cooperative, Inc. (CCEC).

Recommended Motion:

Motion to extend the current Coos-Curry Electric Franchise Agreement until March 31, 2023.

Background/Discussion:

At their meeting on December 12, 2022 the City Council voted to extend the existing franchise agreement for an additional 30 days. The City and CCEC representatives continue to negotiate a franchise agreement. A draft ordinance will be presented to the City Council in February for consideration. If an approval is made at that meeting, the Ordinance will go into effect 30 days after approval. At this time both parties have agreed to extend the current agreement until March 31, 2023.

Attachment

- a. Ordinance 22-O-804

**IN AND FOR THE CITY OF BROOKINGS  
STATE OF OREGON**

In the matter of an Ordinance granting a 20-year )  
franchise to Coos-Curry Electric Cooperative, )  
Inc., for the operation of an electric power )  
transmission and distribution system within the )  
City of Brookings; prescribing the terms, )  
conditions and manner of the acceptance of such )  
franchise; amending Ordinance No. 02-O-555. )

**ORDINANCE No. 22-O-804**

Sections:

Section 1. Ordinance Identified  
Section 2. Amend

The City of Brookings ordains as follows:

Section 1. Ordinance Identified: This Ordinance shall be known as Ordinance No. 22-O-804, amending the Ordinance of the electric power transmission distribution system franchise between the City of Brookings, Oregon and Coos-Curry Electric Cooperative, Inc.

Section 2. Amend: Expiration date of Ordinance No. 02-O-555 is hereby amended to extend for an additional period of approximately three months through March 31, 2023.

First Reading: \_\_\_\_\_ Passage: \_\_\_\_\_  
Second Reading: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Signed by me in authentication of its passage this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Mayor Ron Hedenskog

\_\_\_\_\_  
City Recorder Pro Tem Christy Wurster

**Accepted by the Franchisee:**

**The amendment to the Franchise granted to Coos Curry Electric Cooperative, Inc. as set forth in this Ordinance is hereby accepted by the Franchisee on this \_\_\_\_ day of \_\_\_\_\_, 2023.**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: Finance & Admin

\_\_\_\_\_  
Signature (submitted by)  
*Christy Wurster*  
\_\_\_\_\_  
City Manager Approval

---

Subject:

Council Liaison Discussion/Appointments

Financial Impact:

No direct cost. Potential travel costs for those meetings scheduled out of town.

Background/Discussion:

The Council liaison positions have traditionally been reviewed every few years, or with a change in elected position(s). The City Council last visited Council liaison positions on January 25, 2021.

In addition to filling the vacant positions, the Mayor and/or Councilors might want to change representation on some committees, commissions, boards, etc.

The spreadsheet of positions is attached for review and discussion.

Attachment

a. Draft Council Liaison List

Council Liaisons

Organization	Member	Liaison	Appointee	Alternative	When	Where
Brookings/Harbor School District 17C		X			Monthly/3rd Wed, 530PM	K-School/Azalea gym
Curry County Commission		X			1st & 3rd Wed, 10AM	Courthouse Annex, GB
Curry County Recycling		X	T. Baron	J. Howard	3rd Tues, 1st Month of each Quarter, 10AM-12PM	Curry County Commissioners Hearing Room
Harbor Sanitary District	X		R. Hedenskog	J. Howard	No set Dates/Times	No Set Location
Household Hazardous Waste (HHW) Steering Committee	X		T. Baron	J. Howard	As Needed	Coos County (Can be Attended Via Phone)
League of Oregon Cities Voting Deleg,	X		R. Hedenskog	Attendee	Annual	LOC Conference
Parks and Recreation Commission		X			Bi-monthly/3rd Thurs, 7PM	Chambers
Planning Commission		X	R. Hedenskog		Monthly, 1st Tues, 7PM	Chambers
Port of Brookings Harbor		X	E. Schreiber		Monthly, 3rd Tues, 7PM	Port Office
Sudden Oak Death Task Force	X		R. Hedenskog	T. Baron	As Needed	Varies/Statewide
Border Coast Regional Airport	X		E. Schreiber	J. Howard	Monthly, 1st Thurs, 2PM	Crescent City (virtual)
South West Area Commission	X		J. Howard	T. Baron	Bi-monthly/Fri, 10AM	Coquille (virtual)

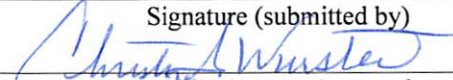
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: January 9, 2023

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

---

---

Subject:

Authority for City Manager Pro Tem to hire staff to fill vacancies.

Recommended Motion:

Move to authorize the City Manager Pro Tem to appoint a Police Officer to fill a current vacancy and authorize the City Manager Pro Tem to appoint either a Public Works Maintenance Worker or Utility Worker to fill a current vacancy.

Financial Impact:

The positions are budgeted and have no additional impact on the budget.

Background/Discussion:

The City has a vacant position in the Police Department for a Police Officer that needs to be filled. The Department has advertised the position and needs approval to appoint the finalist to fill the position.

The City also has a vacant position in the Public Works Department for a Maintenance Worker. Due to limited candidate pools for this position, staff is considering hiring either a Maintenance Worker or a Utility Worker, depending on skills, knowledge and abilities of the applicants.

Staff has concluded that the City Manager Pro Tem has no authority to hire employees under the Brookings City Charter.

Staff is seeking authorization from the City Council authorizing the City Manager Pro Tem to fill the vacancies noted above based upon recommendations from the Police Chief and Public Works Director.

Attachment(s):

None.

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/07/2022	89220	1620	Curry County Public Services	10-00-2005	302.50- V
12/22	12/01/2022	89295	313	Brookings Vol Firefighters	10-00-2005	2,250.00
12/22	12/01/2022	89296	715	Budge McHugh Supply	20-00-2005	992.42
12/22	12/01/2022	89297	5567	CAL/OR Insurance Agency	30-00-2005	683.33
12/22	12/01/2022	89298	6031	Cascade Home Center	20-00-2005	1,593.81
12/22	12/01/2022	89299	193	Central Equipment Co, Inc	10-00-2005	69.33
12/22	12/01/2022	89300	3015	Charter Communications	10-00-2005	149.98
12/22	12/01/2022	89301	5952	Chetco Auto Marine & Industrial Supply	10-00-2005	94.87
12/22	12/01/2022	89302	3834	Clean Sweep Janitorial Service	33-00-2005	1,735.00
12/22	12/01/2022	89303	5909	CMI Software Corp	30-00-2005	22,092.00
12/22	12/01/2022	89304	5827	Coastal Investments LLC	10-00-2005	960.00
12/22	12/01/2022	89305	1745	Coastal Paper & Supply, Inc	10-00-2005	989.22
12/22	12/01/2022	89306	182	Coos-Curry Electric	10-00-2005	4,099.69
12/22	12/01/2022	89307	5804	Early Management Team Inc	50-00-2005	2,000.00
12/22	12/01/2022	89308	5432	First Community Credit Union	25-00-2005	4,662.00
12/22	12/01/2022	89309	328	Les Schwab Tire Center	10-00-2005	217.58
12/22	12/01/2022	89310	4981	McLennan Excavation, Inc	25-00-2005	4,322.57
12/22	12/01/2022	89311	4269	Gary Milliman	10-00-2005	325.00
12/22	12/01/2022	89312	4269	Gary Milliman	10-00-2005	11,250.00
12/22	12/01/2022	89313	4443	Napa Auto Parts-Golder's	15-00-2005	288.54
12/22	12/01/2022	89314	6169	National Testing Network Inc	10-00-2005	500.00
12/22	12/01/2022	89315	6167	Paragon Property Management	10-00-2005	5,000.00
12/22	12/01/2022	89316	322	Postmaster	25-00-2005	850.00
12/22	12/01/2022	89317	4105	Precision Eyecare PC	10-00-2005	50.00
12/22	12/01/2022	89318	207	Quill Corporation	10-00-2005	356.57
12/22	12/01/2022	89319	6168	Redwood Medical Office	10-00-2005	275.00
12/22	12/01/2022	89320	3	Andrew Pollack	20-00-2005	1,037.58
12/22	12/01/2022	89321	142	Tidewater Contractors Inc	51-00-2005	126,174.29
12/22	12/01/2022	89322	2863	Verizon Wireless	10-00-2005	727.00
12/22	12/01/2022	89323	5394	Laurie Ziemer	10-00-2005	49.24
12/22	12/08/2022	89324	5908	Amazon Capital Services	49-00-2005	1,814.57
12/22	12/08/2022	89325	4734	Aramark Uniform Services	10-00-2005	120.00
12/22	12/08/2022	89326	4939	Bi - Mart Corporation	20-00-2005	176.62
12/22	12/08/2022	89327	4788	Bureau of Labor & Industries	75-00-2005	527.00
12/22	12/08/2022	89328	5070	Canon Solutions America	10-00-2005	52.62
12/22	12/08/2022	89329	5305	Carrot-Top Industries, Inc.	10-00-2005	1,220.50
12/22	12/08/2022	89330	193	Central Equipment Co, Inc	10-00-2005	301.88
12/22	12/08/2022	89331	1357	Curry County Clerk	10-00-2005	450.00
12/22	12/08/2022	89332	1620	Curry County Community Development	10-00-2005	302.50
12/22	12/08/2022	89333	4746	Curry County Treasurer	10-00-2005	304.00
12/22	12/08/2022	89334	259	Da-Tone Rock Products	10-00-2005	381.80
12/22	12/08/2022	89335	284	Day Management Corp	30-00-2005	962.55
12/22	12/08/2022	89336	317	DCBS - Fiscal Services	10-00-2005	1,072.56
12/22	12/08/2022	89337	185	Del Cur Supply	15-00-2005	78.70
12/22	12/08/2022	89338	1	Allen & Amber Butler	20-00-2005	287.68
12/22	12/08/2022	89339	1	Coreen Clark	20-00-2005	269.70
12/22	12/08/2022	89340	1	Jessica L Green	20-00-2005	7.55
12/22	12/08/2022	89341	1	Flowrene Sung	20-00-2005	221.29
12/22	12/08/2022	89342	3342	Fastenal	15-00-2005	11.76
12/22	12/08/2022	89343	5491	Fire Rescue Equipment NW, LLC	10-00-2005	2,776.00
12/22	12/08/2022	89344	5004	Galls LLC	10-00-2005	414.23
12/22	12/08/2022	89345	6097	GP Energy	10-00-2005	2,723.92
12/22	12/08/2022	89346	139	Harbor Logging Supply	15-00-2005	79.85

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/08/2022	89347	994	Hughes Fire Equipment	10-00-2005	8,195.00
12/22	12/08/2022	89348	4171	In-Motion Graphics	10-00-2005	5.00
12/22	12/08/2022	89349	4980	iSecure	10-00-2005	33.00
12/22	12/08/2022	89350	5858	Jacobs Engineering Group Inc	25-00-2005	123,266.75
12/22	12/08/2022	89351	4981	McLennan Excavation, Inc	53-00-2005	30,779.01
12/22	12/08/2022	89352	4981	McLennan Excavation, Inc	52-00-2005	143,269.76
12/22	12/08/2022	89353	4487	Net Assets Corporation	10-00-2005	180.00
12/22	12/08/2022	89354	4781	OHA Cashier	20-00-2005	200.00
12/22	12/08/2022	89355	5008	Online Information Services	10-00-2005	128.66
12/22	12/08/2022	89356	5155	Oregon Department of Revenue	10-00-2005	1,218.50
12/22	12/08/2022	89357	5390	O'Reilly Automotive, Inc	10-00-2005	43.92
12/22	12/08/2022	89358	252	Paramount Pest Control	10-00-2005	140.00
12/22	12/08/2022	89359	4	Sara Adviento	10-00-2005	244.00
12/22	12/08/2022	89360	5768	Proficient Auto Center Inc	10-00-2005	250.00
12/22	12/08/2022	89361	6134	Patrick Smith	10-00-2005	1,919.76
12/22	12/08/2022	89362	6102	South Coast Shopper	25-00-2005	176.00
12/22	12/08/2022	89363	4542	Umpqua Bank	45-00-2005	9,774.31
12/22	12/08/2022	89364	2122	Cardmember Service	10-00-2005	4,645.71
12/22	12/08/2022	89365	169	Waste Connections Inc	33-00-2005	214.89
12/22	12/08/2022	89366	5992	Ziply Fiber	30-00-2005	336.37
12/22	12/15/2022	89367	5908	Amazon Capital Services	49-00-2005	143.17
12/22	12/15/2022	89368	6121	AutoZone Inc	10-00-2005	65.47
12/22	12/15/2022	89369	2364	C & S Fire-Safe Services LLC	10-00-2005	58.00
12/22	12/15/2022	89370	173	Curry Equipment	10-00-2005	1,986.27
12/22	12/15/2022	89371	5951	Executech Utah LLC	49-00-2005	30.60
12/22	12/15/2022	89372	6127	Ferguson Enterprises LLC #3325	20-00-2005	973.77
12/22	12/15/2022	89373	198	Grants Pass Water Lab	20-00-2005	48.00
12/22	12/15/2022	89374	6025	La Flor de Mexico	10-00-2005	700.00
12/22	12/15/2022	89375	6065	Local Government Law Group PC	10-00-2005	5,011.00
12/22	12/15/2022	89376	4981	McLennan Excavation, Inc	75-00-2005	30,037.39
12/22	12/15/2022	89377	5789	Moss Adams LLP	75-00-2005	11,150.00
12/22	12/15/2022	89378	5703	PacWest Machinery	15-00-2005	228.76
12/22	12/15/2022	89379	5768	Proficient Auto Center Inc	20-00-2005	58.50
12/22	12/15/2022	89380	6164	Roadrunner Powersports LLC	10-00-2005	1,549.62
12/22	12/15/2022	89381	3499	Simplot Grower Solutions	10-00-2005	3,058.77
12/22	12/15/2022	89382	861	Village Express Mail Center	20-00-2005	11.75
12/22	12/15/2022	89383	169	Waste Connections Inc	15-00-2005	854.76
12/22	12/15/2022	89384	6170	Christy Wurster	10-00-2005	45.55
12/22	12/15/2022	89385	5992	Ziply Fiber	25-00-2005	940.41
12/22	12/22/2022	89386	2578	Action Trophies	10-00-2005	18.50
12/22	12/22/2022	89387	5908	Amazon Capital Services	10-00-2005	87.72
12/22	12/22/2022	89388	4939	Bi - Mart Corporation	10-00-2005	4.49
12/22	12/22/2022	89389	6116	Brookings Chrysler Dodge Jeep Ram	10-00-2005	191.82
12/22	12/22/2022	89390	147	Brookings Glass Inc	10-00-2005	502.00
12/22	12/22/2022	89391	5144	Tim Brush	20-00-2005	17.10
12/22	12/22/2022	89392	6147	Bullard Law	10-00-2005	9,064.50
12/22	12/22/2022	89393	1740	Code Publishing Company Inc	10-00-2005	321.75
12/22	12/22/2022	89394	1620	Curry County Community Development	10-00-2005	137.50
12/22	12/22/2022	89395	6115	Douglas A Bergstrom, Ph.D.	10-00-2005	120.00
12/22	12/22/2022	89396	2640	Dyer Partnership, The	52-00-2005	19,965.33
12/22	12/22/2022	89397	5078	Geotechnical Resources, Inc	52-00-2005	985.00
12/22	12/22/2022	89398	6097	GP Energy	10-00-2005	2,448.64
12/22	12/22/2022	89399	3789	Oak Street Health Care Center	25-00-2005	150.00
12/22	12/22/2022	89400	4781	OHA Drinking Water Services	20-00-2005	140.00
12/22	12/22/2022	89401	4781	OHA Cashier	20-00-2005	305.00
12/22	12/22/2022	89402	4781	OHA Cashier	20-00-2005	80.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/22	12/22/2022	89403	3561	Oil Can Henry's	10-00-2005	152.00
12/22	12/22/2022	89404	4754	Oregon Building Officials Association	10-00-2005	150.00
12/22	12/22/2022	89405	6043	Oregon Dept of Agriculture	20-00-2005	50.00
12/22	12/22/2022	89406	1561	Pacific Coast Hearing Center	10-00-2005	130.00
12/22	12/22/2022	89407	4	Mary Geyer	10-00-2005	244.00
12/22	12/22/2022	89408	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
12/22	12/22/2022	89409	6172	PowerDMS Inc	10-00-2005	1,350.00
12/22	12/22/2022	89410	207	Quill Corporation	10-00-2005	412.84
12/22	12/22/2022	89411	3220	Radar Shop, The	10-00-2005	215.00
12/22	12/22/2022	89412	861	Village Express Mail Center	10-00-2005	23.48
12/22	12/22/2022	89413	4220	Woof's Dog Bakery	61-00-2005	63.99
12/22	12/22/2022	89414	6171	WorkMed Occupational Health	10-00-2005	183.92
12/22	12/22/2022	89415	5992	Ziply Fiber	30-00-2005	183.87
12/22	12/29/2022	89416	6173	Airtech Mechanical LLC	10-00-2005	1,531.28
12/22	12/29/2022	89417	5908	Amazon Capital Services	49-00-2005	1,264.88
12/22	12/29/2022	89418	5567	CAL/OR Insurance Agency	25-00-2005	9,549.48
12/22	12/29/2022	89419	5070	Canon Solutions America	10-00-2005	238.28
12/22	12/29/2022	89420	6031	Cascade Home Center	10-00-2005	1,150.43
12/22	12/29/2022	89421	3015	Charter Communications	10-00-2005	749.96
12/22	12/29/2022	89422	1	Cynthia Anderson	20-00-2005	218.50
12/22	12/29/2022	89423	1	Sabrena Harper	20-00-2005	73.61
12/22	12/29/2022	89424	1	Sue Lantello	20-00-2005	296.89
12/22	12/29/2022	89425	1	Prestige Utility Inc	20-00-2005	268.30
12/22	12/29/2022	89426	6115	Douglas A Bergstrom, Ph.D.	10-00-2005	495.00
12/22	12/29/2022	89427	2186	Ferguson Waterworks #3011	20-00-2005	344.85
12/22	12/29/2022	89428	6167	Paragon Property Management	10-00-2005	2,000.00
12/22	12/29/2022	89429	207	Quill Corporation	10-00-2005	441.44
12/22	12/29/2022	89430	3	Kurt & Kathryn Kessler	20-00-2005	65.82
12/22	12/29/2022	89431	2863	Verizon Wireless	10-00-2005	699.12
Grand Totals:						<u>647,608.52</u>

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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