

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, February 13, 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 City Manager's office, under the authority of ORS 192.660(2)(f) "To consider information or records that are exempt by law from public inspection and 192.660(2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

#### CITY COUNCIL

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

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

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

##### **D. Appointments/Announcements**

1. Appoint Dan Brattain – Parks & Recreation Committee [Pg. 1]
2. Reappoint Mike Worthey – Parks and Recreation Committee [Pg. 5]
3. Reappoint Clayton Malmberg – Planning Commission [Pg. 9]

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

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

1. CourseCo – Lee Finkel, Kevin Niessner, Chris Clark

##### **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 Liquor License for new outlet – Railhouse [Pg. 13]
2. Approve Liquor License for new ownership – Black Trumpet [Pg. 17]
3. Approve City Council meeting minutes for January 23, 2023 [Pg. 21]
4. Approve Special City Council meeting minutes for January 30, 2023 [Pg. 23]
5. Approve Planning Commission meeting minutes of November 1, 2022 [Pg. 24]
6. Approve Planning Commission 2022 Year in Review [Pg. 27]

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

1. Oregon Parks & Recreation Department Grant Acceptance – Kidtown [Pg. 28]
  - a. OPRD Local Government Grant Agreement [Pg. 29]
2. Bud Cross Tennis Court Resurfacing & Pickleball Court Installation [Pg. 40]
  - a. Tennis Court Resurfacing & Pickleball Court Installation Bids [Pg. 41]
3. Brookings Airport Improvement Program Grant [Pg. 46]
  - a. Professional Services Contract 22-012 with Century West Engineering [Pg. 47]
4. Marine Drive Reservoir Change Order #3 [Pg. 50]
  - a. HCI Change Order #3 [Pg. 52]

5. Mill Beach Road Sewer Main – Dyer Task Order 99 [Pg. 54]
  - a. Dyer Partnership Task Order 99, Addendum #1 [Pg. 55]
6. Ransom Avenue Stormwater Improvements [Pg. 57]
  - a. Dyer Task Order #105 [Pg. 58]
7. Oregon Public Works Emergency Cooperative Assistance Agreement [Pg. 61]
  - a. Cooperative Assistance Agreement [Pg. 62]
8. Western Display Fireworks Agreement [Pg. 67]
  - a. Agreement - Western Display [Pg. 68]
9. Letter of Support - Curry Health Network's Chemotherapy Treatment Project [Pg. 72]
  - a. CHN Draft Letter of Support [Pg. 73]
10. Discussion on CCEC Franchise

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

1. January Vouchers [Pg. 74]

#### **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: February 13, 2023

Originating Dept: City Manager

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

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

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Subject: Appoint Dan Brattain to the Parks & Recreation Commission

Recommended Motion:

Move to appoint Dan Brattain to the Parks & Recreation Commission in position number 3 to expire January 31, 2025.

Financial Impact:

None

Background/Discussion:

Dan Brattain has submitted an application for appointment to the Parks & Recreation Commission; the Mayor has reviewed his application for consideration of appointment.

Attachment(s):

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: DAN BRATTAIN  
Physical Address: [REDACTED]  
Mailing Address: BROOKINGS, OR 97415  
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? 15 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? 7 years \_\_\_\_\_ months
4. What is your current occupation? OPERATE CAL-ORE LIFE FLIGHT /

#### NOTES:

REACH AIR MEDICAL

#### (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 have been an active participant in various REC activities all my life
- Advocate for remaining physically active for improved health outcomes + quality of life
- My business exposes the negative impacts of sedentary lifestyles & believe a community needs to provide recreational opportunities for young/old

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

Humboldt State University - BA Bus Admin  
President - Oregon State Ambulance Association  
Past Chair - Wild Rivers Community Foundation  
Founding Board Member - Curry Community Health

Volunteer for many local & regional events & efforts

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

Again, a key ingredient to a thriving community is access to recreational opportunities, parks, pools, tennis/basketball courts, ball fields, hiking, etc.

Having these accessible & available to all residents provides for a more positive attitude & improved health.

For many low income youth + seniors, this makes recreation affordable where they otherwise may not have the opportunity —

**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.

Dan Beattain

Applicant (print name)

Dan Beattain  
Applicant's Signature

1/11/22  
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: February 13, 2023

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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Subject: Reappoint Mike Worthey to the Parks & Recreation Commission

Recommended Motion:

Move to reappoint Mike Worthey to the Parks & Recreation Commission in position number 5 to expire January 31, 2025.

Financial Impact:

None

Background/Discussion:

Mike Worthey has submitted an application for reappointment to the Parks & Recreation Commission; the Mayor has reviewed his application for consideration of reappointment.

Attachment(s):

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: MICHAEL E. WORTHE  
Physical Address: [REDACTED] BROOKINGS OR 97415  
Mailing Address: SAME AS ABOVE  
Email Address: [REDACTED] Phone: [REDACTED]

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

- |  | <u>Composition (i)</u>          | <u>Term (ii)</u> |
|--|---------------------------------|------------------|
| 1. Commission/Committee applying for:  |                                 |                  |
| <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?   | <u>24</u> years <u>6</u> months |                  |
| Planning & Budget Applicants Only: Are you a City elector (registered voter)? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                 |                  |
| 3. UGB residents: How long have you lived in the UGB?  | _____ years _____ months        |                  |
| 4. What is your current occupation?  | <u>PHYSICAL THERAPIST</u>       |                  |

#### 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:

BOARD MEMBER BROOKINGS HARBOR LITTLE LEAGUE  
UMPIRE COORDINATOR BROOKINGS HARBOR LITTLE LEAGUE  
ASSISTANT BASEBALL COACH BHS (VARSITY)

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

OUTPATIENT PHYSICAL THERAPY 18 yrs  
HOME HEALTH PHYSICAL THERAPY 8 yrs  
FIRST AID/CPR CERTIFIED

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

MY HOPE IS TO CONTINUE IN  
DEVELOPING AND MAINTAINING THE  
RECREATIONAL FACILITIES THAT  
MAKE THIS AREA SUCH A GREAT  
CITY TO RAISE A FAMILY



**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.

MICHAEL E WORTHY  
Applicant (print name)

Michael E. Worthy  
Applicant's Signature

1/7/2023  
Date

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

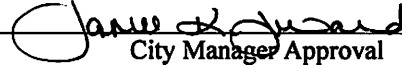
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: City Manager

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

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

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Subject: Reappoint Clayton Malmberg to the Planning Commission

Recommended Motion:

Move to reappoint Clayton Malmberg to the Planning Commission in position number 7 to expire April 1, 2027.

Financial Impact:

None

Background/Discussion:

Clayton Malmberg has submitted an application for reappointment to the Planning Commission; the Mayor has reviewed his application for consideration of appointment.

Attachment(s):

a. Volunteer Commission 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: Clayton Malmberg

Physical Address: [REDACTED] Brookings, OR. 97415

Mailing Address: [REDACTED] Brookings, OR. 97415

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 checked="" 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 type="checkbox"/> Parks and Recreation Commission   | 4 Residents, 1 UGB       | 2 years          |
| <input type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii)                       | 4 Residents, 3 Curry Co. | 3 years          |
| <input type="checkbox"/> Other (please specify): _____   |                          |                  |
2. City residents: How long have you lived in the City of Brookings? 7 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? Senior Civil Engineer, California Department of Transportation

#### NOTES:

- (i) *Membership requirements:*
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  - 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.
  - TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.



**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 currently serve on the Brookings Planning Commision. I have been on the Commission since 2019. I  
am a registered Professional Engineer in both Oregon and California. I am a Senior Civil Engineer with  
the California Department of Transportation where I serve as Area Construction Engineer. I oversee  
multiple highway construction projects in Northern Humbolt and Del Norte Counties. I have been in  
Construction Engineering for 17 years. In addition I currentlty serve as the Curry County Stakeholder  
possession on the Oregon South West Area Transportation Commission.

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

Prior to my work in Engineering I was a fire crew boss for the Conservation Corps for 9 years. I also was  
a Certified Arborist for a number of years providing consulting and tree work. I have a background in resource  
management and have a clear designated subject teaching credential in resource management.

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

My interest in this possition is driven by my desire to play an active role in the community I live in. My Wife  
and I have raised two children here and we are proud to call Brookings our home. I hope to be able to  
continue to provide some service to my community by utilizing my skills and experience for its benefit.

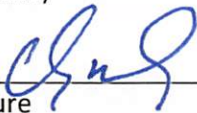
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- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing 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.

Clayton Malmberg

Applicant (print name)

Applicant's Signature



1/5/23

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.

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- 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)
- Tourism Promotion Advisory Committee: 541-469-1102 – [tdavis@brookings.or.us](mailto:tdavis@brookings.or.us)

# CITY OF BROOKINGS POLICE DEPARTMENT

Kelby McCrae, Chief of Police



**To:** Brookings City Council through City Manager Pro Tem Christy Wurster  
**From:** Lieutenant Donny Dotson  
**Date:** 01/25/2023  
**Subject:** Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Kari and Timothy Trusheim** with the attached **New Outlet** liquor license application. The business "**Railhouse Pub & Grill**" is to be located at 401 Oak St, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donny Dotson", is written over a horizontal line.

Lieutenant Donny Dotson  
Brookings Police Department



# LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

☒ New Outlet | ☐ Change of Ownership | ☐ Greater Privilege | ☐ Lesser Privilege

Select the license type you are applying for.

More information about all license types is available online.

## Full On-Premises

- ☒ Commercial  
☐ Caterer  
☐ Public Passenger Carrier  
☐ Other Public Location  
☐ For Profit Private Club  
☐ Nonprofit Private Club

## Winery

- ☐ Primary location  
Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

## Brewery

- ☐ Primary location  
Additional locations: ☐ 2nd ☐ 3rd

## Brewery-Public House

- ☐ Primary location  
Additional locations: ☐ 2nd ☐ 3rd

## Grower Sales Privilege

- ☐ Primary location  
Additional locations: ☐ 2nd ☐ 3rd

## Distillery

- ☐ Primary location  
Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

## ☐ Limited On-Premises

## ☐ Off Premises

## ☐ Warehouse

## ☐ Wholesale Malt Beverage and Wine

## INTERNAL USE ONLY

Application received:

01.17.2023

Minimum documents acquired:

## LOCAL GOVERNING BODY USE ONLY

City/County name:

City of Brookings

Date application received:

Optional: Date Stamp

RECEIVED

JAN 17 2023

CITY OF BROOKINGS

- ☐ Recommend this license be granted  
☐ Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name:

Email:

# LIQUOR LICENSE APPLICATION

Page 2 of 3

## APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1: Railhouse Pub & Grill Inc	Name of entity or individual applicant #2: Kari Trusheim
Name of entity or individual applicant #3: Timothy Trusheim	Name of entity or individual applicant #4:

## BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

Railhouse Pub & Grill Inc.

Business phone number:

530-218-2976

Business email:

brookingspub@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):

401 Oak Street

City:

Brookings

Zip Code:

97415

County:

Curry

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[1]):

2092 Gold River Drive

City:

Yuba City

State:

CA

Zip Code:

95991

Does the business address currently have an OLCC liquor license? ☐ Yes ☒ No

Does the business address currently have an OLCC marijuana license? ☐ Yes ☒ No

## APPLICATION CONTACT INFORMATION

Contact Name:

Kari Trusheim, Timothy Trusheim

Phone number:

530-218-2976

Email:

brookingspub@gmail.com

Mailing address:

2092 Gold River Drive

City:

Yuba City

Zip Code:

95991

County:

Sutter

Please note: liquor license applications are public records.





# CITY OF BROOKINGS POLICE DEPARTMENT

Kelby McCrae, Chief of Police



**To:** Brookings City Council through City Manager Pro Tem Christy Wurster  
**From:** Lieutenant Donny Dotson  
**Date:** 01/25/2023  
**Subject:** Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Mark and Mika Berry** with the attached **Change of Ownership** liquor license application. The business "**Black Trumpet Bistro**" is located at 625 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson  
Brookings Police Department



# LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

## Full On-Premises

- ☒ Commercial
- ☒ Caterer
- ☐ Public Passenger Carrier
- ☐ Other Public Location
- ☐ For Profit Private Club
- ☐ Nonprofit Private Club

## Winery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

## Brewery

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Brewery-Public House

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Grower Sales Privilege

- ☐ Primary location
- Additional locations: ☐ 2nd ☐ 3rd

## Distillery

- ☐ Primary location
- Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

## ☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

## INTERNAL USE ONLY

Application received:

Minimum documents acquired:

## LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Return this form to:

Investigator name:

Email:



# LIQUOR LICENSE APPLICATION

Page 2 of 3

## APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:  
Mark J Berry

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

## BUSINESS INFORMATION

Trade Name of the Business (name customers will see):  
Black Trumpet Bistro

Business phone number:  
541-887-0860

Business email:  
markberry6755@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):  
625 Chetco Ave

City:  
Brookings

Zip Code:  
97415

County:  
Curry

Business mailing address (where we will send any items by mail as described in QAR 845-004-0065(1)):  
625 Chetco Ave

City:  
Brookings

State:  
OR

Zip Code:  
97415

Does the business address currently have an OLCC  
liquor license? ☐ Yes ☐ No

Does the business address currently have an OLCC  
marijuana license? ☐ Yes ☐ No

## APPLICATION CONTACT INFORMATION

Contact Name:  
Mark Berry

Phone number:  
702-348-8006

Email:  
markberry6755@gmail.com

Mailing address:  
726 1st Street

City:  
Brookings

Zip Code:  
97415

County:  
Curry

Please note: liquor license applications are public records.

# LIQUOR LICENSE APPLICATION

Page 3 of 3

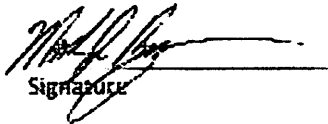
## ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Mark J Berry

  
Signature

11/17/2022

Print name

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

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

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

**Monday, January 23, 2023**

## **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, Andy Martin, and Michelle Morosky; a quorum present

Staff present: City Manager Pro Tem Christy Wurster, Public Works Director Tony Baron, and Deputy City Recorder Natasha Tippetts. City Attorney Lori Cooper present via phone.

Media Present: 1

Others Present: 34

## **Consent Calendar**

1. Approve Council meeting minutes for January 9, 2023
2. Accept Financials for December 2022

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

## **Staff Reports/Hearings**

### **1. Remand Hearing of LUBA No. 2020-096 regarding APP-1-20/CUP-2-20 – Final Order**

*Staff report presented by Tony Baron*

### **Public hearing opened: 7:04PM**

*Mayor Hedenskog asked if any Councilors have an ex parte contact to declare for this case. Councilors Martin and Hodges declared they had visited the site recently to view.*

*Mayor Hedenskog asked if any Councilors have any personal bias or personal interest that would preclude their participation. No Councilors raised their hands.*

*Mayor Hedenskog asked if any Councilors have any potential or actual conflict of interest. No Councilors raised their hands.*

*Mayor Hedenskog asked if anyone objects to the jurisdiction of the City Council to hear this matter.*

*Charles Sarkiss (attorney) objects to the jurisdiction declaring the time proceeding for this matter has expired and therefore under state jurisdiction.*

*Michael Reeder (Kemps attorney) rebuttals this accusation.*

*Council proceeds with hearing.*

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

1. Karen O'Rear – Spoke in opposition
2. Kevin O'Rear – Spoke in opposition
3. Victor Ortega – Spoke in opposition
4. Brenda Cox – Spoke in opposition
5. Sandra Geiger – Spoke in opposition
6. Gerald Klaus – Spoke in opposition
7. Connie Hunter – Provided information on housing
8. Mark Zimmerman – Spoke in opposition
9. Lucy Hursh – Spoke in opposition

### **Public hearing closed at 9:49**

**Councilor Martin moved, Mayor Hedenskog seconded, and with a four to one vote, Councilor Schreiber voting nay, Council voted to approve File No. CUP-2-20, a request for approval of a Conditional Use Permit to establish a 14-unit residential care facility on a .58 acre parcel located at 17212 S. Passley Road; Assessor's Map 4014-36BA, Tax Lot 02200; zoned R-1-6 (Single Family Residential), based on the findings and conclusions stated in the staff report and subject to the conditions of approval.**

**Councilor Morosky moved, Councilor Schreiber seconded, and with a four to one vote, Councilor Schreiber voting nay, Council voted to approve the Final Order regarding the File CUP-2-20, based on the findings and conclusions stated in the staff report and subject to the conditions of approval.**

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

**None**

### **Adjournment**

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 10:00 PM.

Respectfully submitted:

ATTESTED this 13th day of February, 2023:

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Ron Hedenskog, Mayor

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Janell K. Howard, City Recorder

# **City of Brookings**

## **CITY COUNCIL SPECIAL MEETING MINUTES**

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

**Monday, January 30, 2023**

### **Call to Order**

Mayor Hedenskog called the meeting to order at 5:30 PM

### **Roll Call**

Council Present: Mayor Ron Hedenskog, Councilors Isaac Hodges, Ed Schreiber, Andy Martin, and Michelle Morosky; a quorum present

Staff present: City Manager Pro Tem Christy Wurster and Deputy City Recorder Natasha Tippetts

Media Present: 1

Others Present: 19

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

1. John McKinney, 42 Floral Drive, Brookings; read letter on behalf of City Employees
2. Mark St. James, 98748 E. Camellia Dr, Brookings; provided opinion on the City Manager Employment Agreement
3. Harold Ollenburger, 1374 Glenwood, Brookings; provided opinion on the City Manager Employment Agreement

### **Staff Reports/Hearings**

#### **1. City Manager Employment Agreement**

*Staff report presented by Christy Wurster*

**Mayor Hedenskog moved, Councilor Schreiber seconded, and with a four to one vote, Councilor Hodges voting nay, Council voted to authorize the Mayor to execute a new Employment Agreement with Janell Howard to provide services as City Manager beginning February 1, 2023.**

#### **2. Termination of City Manager Pro Tem Agreement**

*Staff report presented by Christy Wurster*

**Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to terminate the Employment Agreement with Christy Wurster to provide services as City Manager Pro Tem effective at the close of business on January 31, 2023.**

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

**None**

### **Adjournment**

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 5:56 PM.

Respectfully submitted:

ATTESTED this 13th day of February, 2023:

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Ron Hedenskog, Mayor

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Janell K. Howard, City Recorder

## **BROOKINGS PLANNING COMMISSION MINUTES**

**November 1, 2022**

### **1. CALL TO ORDER**

The regular meeting of the Brookings Planning Commission was called to order by Chair Wulkowicz at 7:01 pm in the Council Chambers at Brookings City Hall followed by the Pledge of Allegiance.

### **2. ROLL CALL**

Commissioners Present: Cody Coons, Skip Hunter, Clayton Malmberg, Skip Watwood, Chair Gerry Wulkowicz

Absent: Anthony Bond, Jonathan Weaver

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

Others Present: 12 audience members

### **3. PLANNING COMMISSION ANNOUNCEMENTS/ACTION ITEMS –**

- 3.1 Consideration of a two-year extension of File No. MOD-1-15/DDP-1-10 to revise conditional approval #2 to revise the expiration date.

PWDS Director Tony Baron presented staff report. Commissioner Coons recused himself from the hearing on this matter.

The Commission agreed to a two year extension. **Motion made by Commissioner Watwood in the matter of File No. MOD-1-15/DDP-1-10 to approve a revision to Conditional Approval #2 and revise the expiration date to Feb 1, 2024 based on the staff report and information provided; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

### **4. PUBLIC HEARINGS**

- 4.1 In the matter of File No. CUP-20-22, city initiated, revision to the Final Order Conditions of Approval for the Conditional Use Permit to operate a Short Term Rental facility at 1237 Rowland Lane, Assessor's Map & Tax Lot No. 4113-06CB-04805

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:11 pm. PWDS Director Tony Baron reviewed the staff report.

Applicant's representative, Ron Reel, Premier Ocean Properties, was present to answer any questions. No members of the public spoke in opposition and no participant requested additional time to submit materials. Public hearing was closed at 7:15 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Coons to approve file CUP-20-22 a request for a revision to the Final Order of the Conditional Use Permit removing item #8, prohibiting parking on Rowland Lane based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

**Motion made Chair Wulkowicz to approve the revision to the Final Order Conditions of Approval for the Conditional Use Permit removing item #8, prohibiting parking on Rowland Lane based on the findings and conclusions stated in the staff report; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

- 4.2 In the matter of File No. CUP-23-22, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 919 Seventh Street; Assessors Map & Tax Lot No. 4013-31DD-03201

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:17 pm. PWDS Director Tony Baron reviewed the staff report.

The applicants, Mary K & Christopher Nolte were present to answer any questions.

Stacy Delong, 922 7<sup>th</sup> Street, Brookings spoke as an interested party and a neighbor to the property, wanting clarification if street parking is allowed as the street is narrow and crowded in that area.

Lyn Temple, 917.5 7<sup>th</sup> Street, Brookings spoke as an interested party and a neighbor to the property also concerned about parking and the affect large gatherings would have on the neighbors.

No members of the public spoke in opposition and no participant requested additional time to submit materials. Public hearing was closed at 7:30 pm.

The Commission deliberated on the matter. Parking on the street is allowed as it is a public street with no way of enforcing parking regulations. Neighbors encouraged to contact police if issues arise with tenants, noise and parking. **Motion made by Commissioner Malmberg to approve file CUP-23-22 a request for a Conditional Use Permit to operate a short term rental at 919 Seventh Street based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

**Motion made by Chair Wulkowicz to approve the Final Order regarding file CUP-23-22, based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

4.3 In the matter of File No. CUP-24-22, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 17290 Garvin Court; Assessors Map & Tax Lot No. 4014-36BB-05114

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:33 pm. PWDS Director Tony Baron reviewed the staff report. One comment received was submitted into the public record.

The applicant, Ryan Lamanna, was present by phone to answer any questions. No members of the public spoke in opposition and no participant requested additional time to submit materials. Public hearing was closed at 7:39 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Watwood to approve file CUP-24-22 a request for a Conditional Use Permit to operate a short term rental at 17290 Garvin Court based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

**Motion made by Chair Wulkowicz to approve the Final Order regarding file CUP-24-22, based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

4.4 In the matter of File No. CUP-25-22, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 96487 Dawson Road; Assessors Map & Tax Lot No. 4014-36BA-01403

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:41 pm. PWDS Director Tony Baron reviewed the staff report.

The applicant, Matthew Stevenson, was present to answer any questions. No members of the public spoke in opposition and no participant requested additional time to submit materials. Public hearing was closed at 7:44 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Coons to approve file CUP-25-22 a request for a Conditional Use Permit to operate a short term rental at 96487 Dawson Road based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

**Motion made by Chair Wulkowicz to approve the Final Order regarding file CUP-25-22, based on the findings and conclusions stated in the staff report and subject to the Conditions of Approval; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

## **5. MINUTES FOR APPROVAL**

5.1 Minutes of regular Planning Commission meeting of October 4, 2022

**Motion made by Commissioner Malmberg to approve the Planning Commission minutes of October 4, 2022; motion seconded and with no further discussion by a 5-0 vote the motion carried.**

**6. UNSCHEDULED PUBLIC APPEARANCES** – Candice Michel, 1253 Rowland Lane, Brookings spoke in opposition to the growing number of short term rentals and the affect they are having on neighborhoods. Planning Commission suggested she appear before the City Council.

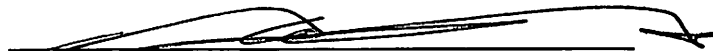
## **7. REPORT FROM THE PLANNING STAFF - None**

**8. COMMISSION FINAL COMMENTS** – Chair Wulkowitz polled Commission on the need to change wording in the BMC 17.124.170, paragraph G to include prohibiting trailers (boat, atv, storage). Commissioners discussed and voted 3-2 not necessary.

## **9. ADJOURNMENT**

Chair Wulkowicz adjourned the meeting at 8:06 pm.

Respectfully submitted,



Skip Watwood Brookings Planning Commissioner  
Approved at the February 7, 2023 meeting



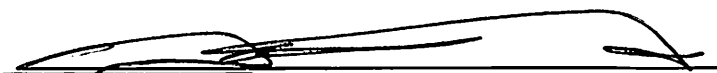
**BROOKINGS PLANNING COMMISSION  
2022 YEAR IN REVIEW**

The Brookings Planning Commission met in quorum eleven times in 2022. The Commission is made up of seven members and is chaired by Gerald Wulkowicz with Cody Coons serving as Vice Chair. The other members of the Commission include: Skip Hunter, Clayton Malmberg, Skip Watwood, and Anthony Bond. Tony Baron serves as Public Works and Development Services Director and Lauri Ziemer as Planning Tech.

During the year the Planning Commission acted on the following matters:

- Approval of 25 Conditional Use Permits, 24 of which were for short term rentals and one for a Benevolent Meal Service Facility at a local church.
- Approval of two Minor Changes for change of ownership in Conditional Use Permits for short term rentals.
- Approval of three City initiated Land Development Code Revisions including:
  1. Chapter 17.82 – amending Section 17.08.090 by adding definitions of Illicit Drugs and Supervised Drug Consumption Facility.
  2. Chapter 17.08 definitions – amending Sections 17.48.040, 17.52.040 & 17.56.040 Conditional Uses, 17.85 Uses Prohibited in all Land Use Districts, 17.88.040 Exempt Signs and 171.124 Specific Standards Applying to Conditional Uses.
  3. Chapter 17.24.040, amending Chapters 17.24.040, 17.28.040, 17.52.040 and 17.56.040 Conditional Uses and 17.124.170 Specific Standards Applying to Conditional Uses - Short Term Rentals.
- Approval of two Minor Partitions both of which were splitting one parcel into two parcels.
- Approval of a two year extension in the Lone Ranch Detailed Development Plan.
- Participated in two joint City Council/Planning Commission workshops to discuss LDC ordinance changes related to Marijuana Businesses, short term rentals and discussion of Measure 109 Implementation.

The Planning Commission looks forward to the upcoming year and serving the residents of Brookings with a fair and unbiased decision making process as well as advising the Brookings City Council on matters affecting its residents.



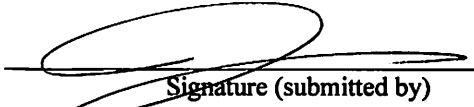

Skip Watwood , Planning Commission Chair  
February 7, 2023

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

  
Signature (submitted by)  
  
City Manager Approval

---

Subject:

Oregon Parks and Recreation Department (OPRD) Grant Acceptance

Recommended Motion:

Authorize the City Manager to sign the OPRD Grant Agreement for the Kidtown rehabilitation project.

Financial Impact:

The City's match of 40% is \$390,704 included in the Capital Projects Fund budget.

Background/Discussion:

The City applied and has been awarded the OPRD Local Government Grant for the Kidtown rehabilitation project. The City received a copy of the grant agreement with total project costs of \$976,760. The OPRD grant is for 60%, \$586,056. The City's match is 40%, \$390,704.

Attachment(s):

A. OPRD Local Government Grant Agreement

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and the **City of Brookings**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG22-015

**Project Title:** Kidtown Play Structure Rehabilitation

**Project Type (purpose):** Rehabilitation

**Project Description:** The project will rehabilitate the play structure and parking area, and install a picnic area adjacent to the Kidtown play area at Azalea Park in Brookings, Oregon. The Project is further described in Attachment A - Project Description and Budget.

**Grant Funds /**

<b>Maximum Reimbursement:</b>	<b>\$586,056</b>	<b>(60.00%)</b>
<b>Grantee Match Participation:</b>	<b><u>\$390,704</u></b>	<b>(40.00%)</b>
<b>Total Project Cost:</b>	<b>\$976,760</b>	

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the Project Description and Budget included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprdrgrants.org](http://oprdrgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$976,760**, and the Grantee's Match participation rate of **40.00%**, the reimbursement rate will be **60.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60.00%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdrgrants.org](http://oprdrgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **December 31, 2024**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee’s requirements, acknowledging grant funding and the State’s participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Project Description and Budget  
Attachment B: Standard Terms and Conditions  
Attachment C: Inadvertent Discovery Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

<u>Grantee Administrator</u> Jonathan Trost City of Brookings 898 Elk Dr Brookings, OR 97415 541-469-1138 jtrost@brookings.or.us	<u>Grantee Billing Contact</u> Lu Ehlers City of Brookings 898 Elk Dr Brookings, OR 97415 541-469-1123 lehlrs@brookings.or.us	<u>OPRD Contact</u> Mark Cowan, Coordinator Oregon Parks & Rec. Dept. 725 Summer ST NE STE C Salem, OR 97301 503-951-1317 mark.cowan@oregon.gov
--	---	---

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

<b>GRANTEE</b>	<b>STATE OF OREGON</b> <b>Acting By and Through Its</b> <b>OREGON PARKS AND RECREATION DEPT.</b>
----------------	--

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:**

**Approval Recommended:**

By: \_\_\_\_\_  
Michele Scalise, Grants Section Manager

By: Kristen Gallino  
ODOJ Signature or Authorization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

by email on October 4, 2022  
Date

\_\_\_\_\_  
Date

## Attachment A: Project Description and Project Budget

**OPRD Grant Number:** LG22-015  
**Project Title:** Kidtown Play Structure Rehabilitation  
**Grantee Agency:** City of Brookings

### Project Description:

The project will rehabilitate the play structure and parking area, and install a picnic area adjacent to the Kidtown play area at Azalea Park in Brookings, Oregon.

### Project Budget

Covered Picnic Area	\$	63,900
Kidtown Play Structure	\$	626,000
Kidtown ADA Soft Floor	\$	145,000
Kidtown Parking Lot	\$	141,860
<b>Total Project Cost</b>	<b>\$</b>	<b>976,760</b>

### Source of Funding

City General Funds	\$	390,704
<b>Total Match from Sponsor</b>	<b>\$</b>	<b>390,704</b>

### Summary

Total Project Cost	\$	976,760
Total Match from Sponsor	\$	390,704
<b>Grant Funds Requested</b>	<b>\$</b>	<b>586,056</b>

## **Attachment B – Standard Terms and Conditions**

### **Oregon Parks and Recreation Department Local Government Grant Program Agreement**

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.  
  
Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.
7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion

or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
12. **No Third Party Beneficiaries.** OPRD, and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.



16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement 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 Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Reviewed by ODOJ 3/18/21 MC

## ATTACHMENT C

### ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN (IDP)

Archaeological materials are the physical remains of the activities of people in the past. This IDP should be followed should any archaeological sites, objects, or human remains be found. Archaeological materials are protected under Federal and State laws and their disturbance can result in criminal penalties.

This document pertains to the work of the Contractor, including any and all individuals, organizations, or companies associated with the project.

#### **WHAT MAY BE ENCOUNTERED**

Archaeological material may be found during any ground-disturbing activity. If encountered, all excavation and work in the area **MUST STOP**. Archaeological objects vary and can include evidence or remnants of historic-era and pre-contact activities by humans. Archaeological objects can include but are not limited to:

- **Stone flakes, arrowheads, stone tools, bone or wooden tools, baskets, beads.**
- Historic building materials such as **nails, glass, metal** such as cans, barrel rings, farm implements, **ceramics, bottles, marbles, beads.**
- Layers of **discolored earth** resulting from hearth fire
- Structural remains such as **foundations**
- **Shell Middens** (mounds)
- **Human skeletal remains** and/or **bone fragments** which may be whole or fragmented.

If in doubt call it in.

#### **DISCOVERY PROCEDURES: WHAT TO DO IF YOU FIND SOMETHING**

1. Stop ALL work in the vicinity of the find
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer—work may continue outside of this buffer
3. Notify Project Manager and Agency Official
4. Project Manager will need to contact a professional archaeologist to assess the find.
5. If archaeologist determines the find is an archaeological site or object, contact SHPO. If it is determined to *not* be archaeological, you may continue work.

#### **HUMAN REMAINS PROCEDURES**

1. If it is believed the find may be human remains, stop ALL work.
2. Secure and protect area of inadvertent discovery with 30 meter/100 foot buffer, then work may continue outside of this buffer with caution.
3. Cover remains from view and protect them from damage or exposure, restrict access, and leave in place until directed otherwise. **Do not take photographs. Do not speak to the media.**

4. Notify:

- Project Manager
- Agency Official
- Contracted Archaeologist (if applicable)
- Oregon State Police - **DO NOT CALL 911** . . . . . 503-378-3720
- SHPO (State Historic Preservation Office) . . . . . 503-986-0690
- LCIS (Legislative Commission on Indian Services) . . . . . 503-986-1067
- Appropriate Native American Tribes (as provided by LCIS)

5. If the site is determined not to be a crime scene by the Oregon State Police, do not move anything! The remains should continue to be *secured in place* along with any associated funerary objects, and protected from weather, water runoff, and shielded from view.

6. Do not resume any work in the buffered area until a plan is developed and carried out between the State Police, SHPO, LCIS, and appropriate Native American Tribes, and you are directed that work may proceed.

### **CONFIDENTIALITY**

The Agency and employees shall make their best efforts, in accordance with federal and state law, to ensure that its personnel and contractors keep the discovery confidential. The media, or any third-party member or members of the public are not to be contacted or have information regarding the discovery, and any public or media inquiry is to be reported to the Agency. Prior to any release, the responsible agencies and Tribes shall concur on the amount of information, if any, to be released to the public.

*To protect fragile, vulnerable, or threatened sites, the National Historic Preservation Act, as amended (Section 304 [16 U.S.C. 470s-3]), and Oregon State law (ORS 192.501(11)) establishes that the location of archaeological sites, both on land and underwater, shall be confidential.*

**From:** [CLEARANCE ORSHPO \\* OPRD](#)  
**To:** [COWAN Mark \\* OPRD](#)  
**Subject:** RE: LG22-015 Kidtown Playground - Brookings  
**Date:** Friday, September 30, 2022 11:33:13 AM  
**Attachments:** [image002.jpg](#)

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**THIS E-MAIL CONFIRMS RECEIPT OF AN ELECTRONIC SUBMISSION FOR AN HISTORIC RESOURCE/106 REVIEW**

**THIS E-MAIL DOES NOT REPRESENT CONCLUSION OF THE REVIEW/106 CONSULTATION.....**

We received a clearance submission on your above referenced project. Thank you.

The assigned SHPO Case Number is 22-1369. Refer to this case number on all future correspondence or submitting any change to the scope of work for review using the provided SHPO case number. Please retain this email for your records.

If the SHPO chooses to not respond within 30 calendar days from receipt of this submittal your responsibilities under Section 106 of the National Historic Preservation Act of 1966 as amended, Oregon Revised Statute 358.653, local permitting process, and/or other similar request are complete and the project may proceed as described in the submitted scope of work. The 30-day SHPO response period for this project ends after 10/5/2022. Federal and state laws protecting cultural resources, local permitting requirements; and necessary consultation with Native American Indian Tribes for federal, state and local government projects still apply. See <https://www.oregon.gov/oprd/OH/Pages/lawsrules.aspx>.

**Do not respond to this email.**

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**From:** COWAN Mark \* OPRD <Mark.COWAN@oprd.oregon.gov>  
**Sent:** Tuesday, September 6, 2022 3:02 PM  
**To:** CLEARANCE ORSHPO \* OPRD <ORSHPO.Clearance@oprd.oregon.gov>  
**Subject:** LG22-015 Kidtown Playground - Brookings

SHPO review is requested for the following Local Government Grant Program project:

**LG22-015 Kidtown Playground - Brookings**

Attachments generally include:

- Submittal Form
- Clearance Form
- Maps
- Site Plan / Construction Plan
- Photos

Thanks,



## Request for Reimbursement Guide

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All **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprdrgrants.org](http://oprdrgrants.org)
- > Grant Programs
- > Local Government
- > Management & Reporting Requirements
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- ☐ **Progress Report**
- ☐ **Project Bills / Invoices**
- ☐ **Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** or **Check Ledger Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- ☐ **Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site and specific project elements, for the project file. Digital pictures can be attached to any Progress Report or Request for Reimbursement. For **Planning Projects**, rather than pictures, please submit a digital copy of the final **Planning Document**.
- ☐ **Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:



Mark Cowan  
Grant Program Coordinator  
[mark.cowan@oprdr.oregon.gov](mailto:mark.cowan@oprdr.oregon.gov)  
503-951-1317  
<https://www.oregon.gov/oprdr>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

  
Signature (submitted by)  
  
City Manager Approval

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### Subject:

Bud Cross tennis court resurfacing and pickleball court installation.

### Recommended Motion:

Motion to authorize the City Manager to enter into a contract with Beynon Sports Surfaces for \$36,043

### Financial Impact:

The project total for equipment, installation, and court resurfacing is \$36,043.

### Background/Discussion:

The Tennis court resurfacing project was approved in the 2022-23 capital improvement budget for the amount of \$20,000.00. Shortly after budget approval, the pickleball players came to me suggesting that we consider developing the enclosed court into a pickleball exclusive court. I asked them for assistance with a design, late summer or early fall they came to the Parks Commission with two proposals, which they had also discussed with several of the tennis players.

Option 1. Turn the enclosed court into 4 pickleball courts, understanding that this option would include moving the drainage system.

Option 2. Turn the enclosed court into two dedicated pickleball courts, one on each side of the current tennis net that is present.

We searched for a company that performs this work and coordinated with other municipalities whom they used. Benyan Sports seemed to be the most utilized to do this work, as they also have a state purchasing agreement. They reported back that moving the drain would entail demolishing that court to move the drain over, pouring a new court, and then proceeding from there. At that time, I asked Benyan to provide a bid for the completion of option 2, to provide court resurfacing, and install 2 dedicated pickleball posts, nets, and center straps. They provided me with that bid, and it came as a low bid, however, it is \$16,043.00 over our approved budgeted amount, a portion of this increase is due to the additional work to create pickle ball dedicated courts that were not proposed in the initial court resurfacing project.

This information was presented to the Parks Commission on 09/22/22 and they recommended moving forward with option 2, securing bids, and presenting it to City Council.

### Attachment

Tennis court resurfacing and pickleball court installation bids



# CITY OF BROOKINGS

## RECORD OF QUOTES

### FOR PURCHASES FROM \$2,500 AND OVER

DEPARTMENT Parks

ITEM BEING PURCHASED Tennis Court Resurfacing and Pickleball equipment installation

#### QUOTES OBTAINED:

VENDOR Beynon Sports Surfaces

DATE 1/13/2023

AMOUNT 36,043.00

VENDOR Cushion Tennis Courts

DATE 1/31/2023

AMOUNT 42,872.00

VENDOR Pacific Ace LLC

DATE Called 11/1/2022

AMOUNT Declined, not taking any jobs at the moment

#### COMMENTS/EXPLANATIONS

(ATTACH OTHER PAGES AS NECESSARY)

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1/31/2023

**TO:** Jay Trost  
Public Works | Deputy Director  
City of Brookings  
898 Elk Drive | Brookings, OR 97415  
(541) 469-1138 - [jtrost@brookings.or.us](mailto:jtrost@brookings.or.us)

**FROM:** Cody Taylor  
Tennis Operations Manager  
Beynon Sports Surfaces Inc.  
503-539-7930  
[CTaylor@beynonsports.com](mailto:CTaylor@beynonsports.com)

### **Bud Cross Park- 3 Tennis Courts 1130 Ransom Ave, Brookings, OR**

Beynon Sports is pleased to present this proposal. Please note that splits and cracks in the asphalt base will return and are not covered under warranty.

<b>COURT RESURFACING:</b>	
<b>Scope:</b>	<ul style="list-style-type: none"> <li>Sand mold spores.</li> <li>High pressure-wash the entire court surface as needed.</li> <li>Flood court surface and mark low areas that hold water over the depth of a nickel. Proper slope must be present to alleviate birdbaths.</li> <li>Patch and repair low areas, fill *cracks.</li> <li>Apply two coats of Acrylic Resurfacer to the entire court surface.</li> <li>Apply two textured Color Filler coats to the entire court surface.</li> <li>Apply one textured Color Finish coat to the entire court surface.</li> <li>Lines will be accurately laid out, taped, primed, and painted with two coats of Textured Line Paint. Striping to include 2 tennis courts and 4 pickleball courts.</li> <li>City to provide 2 sets of pickleball equipment and install ground sleeves/center anchors. Beynon will install provided posts, nets, and center straps at completion.</li> </ul>
<b>Cost:</b>	<b><u>\$ 33,747.00</u></b>
<b>ADD ALT #1:</b>	<ul style="list-style-type: none"> <li>Beynon to supply 2 sets of Douglas pickleball equipment shipped direct to customer. Includes ground sleeves, center anchors, Douglas XS posts, nets, and center straps.</li> </ul>
<b>Cost:</b>	<b><u>\$ 2,296.00</u></b>

#### **Exclusions:**

- Due to increased pigment there is additional cost for Purple.
- This quotation excludes any design costs, engineered or stamped drawings, bonds, union or labor law levies, agency approval or associated fees, protection of sports surface after completion, permits (owners responsibility), moving/removal/replacing any utilities to include sprinklers, remediation of unsuitable soils, multiple mobilizations, logos or other unforeseen costs.



- Asphalt is manufactured with gravel, sand, and liquid petroleum. Most plants produce asphalt using gravel mined from hillsides. Mined gravel may contain clay balls and iron causing small insignificant voids and rust spots that may migrate to the acrylic surface. Since the producer's source of aggregate may vary from time to time, it is impossible to predict whether a particular batch of asphalt from a producer will contain clay balls or iron. If clay balls and or rust spots develop, they will not hinder play or hurt the structural integrity of the court and are almost always eliminated after the first resurfacing. The most common problem with asphalt tennis courts is pavement cracking. Cracking in asphalt is caused, at least in part, by the natural tendency of asphalt to shrink as it weathers, oxidizes and ages. In addition, asphalt loses its flexibility as it ages, making it more brittle. Since shrinking and becoming more brittle with age are properties of the material, cracking in asphalt tennis courts is inevitable. This condition is beyond the control of Beynon Sports, its suppliers and sub-contractors. Therefore, Beynon Sports will not assume any responsibility if such conditions appear.
- For concrete courts, surface coatings will not solve or eliminate reactive aggregates or ASR in the slab. This condition is beyond the control of Beynon Sports, its suppliers, and sub-contractors. Therefore, Beynon Sports will not assume any responsibility if such conditions appear.
- Unbound multi-layer surface coatings, bubbles, and/or peeling cannot be determined until the resurfacing preparation work has begun. If encountered, surfacing removal will be required at an additional cost.
- Standing water may not be eliminated due to waves in the profile of the courts and/or lack of slope. Staining, peeling, and delamination in these areas are not covered under warranty.
- Due to the uncertainty and volatility in raw materials supplies, material costs, and shipping delays, this proposal is valid for 30 days.
- \*Cracks will appear/reappear with ground movement and temperature change cycles. Yearly maintenance on your part will be required to re-seal small cracks. **There is no warranty on crack repair.**
- Suitable water source must be provided by owner.
- Pricing does not include removal of boulders, foundations, or any other buried unforeseen impediments.

If you have any questions, please call me at 503-539-7930.

Sincerely,

Cody Taylor  
Tennis Operations Manager  
Beynon Sports Surfacing, Inc.



**If you agree with the terms and conditions of this proposal please initial next to approved option(s), indicate total contract value below, sign and fax/mail back.**

We hereby accept the conditions of this offer stipulated herein.

**CONTRACT    \$**

NAME OF PROJECT:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

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

Billing Name (if different): \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Colors

Inside

Outside

Beynon Sports Surfaces, Inc.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Accepted by: \_\_\_\_\_

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

Materials remain property of Beynon Sports Surfaces, Inc. (BSS) until paid in full.

Purchase orders/Contracts should be sent to:

Beynon Sports Surfaces, Inc.

Attention: Lori Johnson

19600 SW 129<sup>th</sup> Avenue Suite A

Tualatin, Oregon 97062

Tel: 800-423-5875 ext. 238 Fax: 503-692-0491

[ljohnson@beynonports.com](mailto:ljohnson@beynonports.com)

The purchase price shall be payable to the contractor by way of check in accordance with the payment schedule. Contractor will issue an invoice to customer upon the occurrence of each of the events listed above, and payment of each invoice is due within ten (10) days following the date of the applicable invoice.

Be sure to visit our website at [www.beynonports.com](http://www.beynonports.com).

19600 SW 129<sup>th</sup> AVENUE Ste A, TUALATIN, OREGON 97062 ○ 503.691.2484 ○ FAX 503.692.0491 ○ WWW.BEYNONSPORTS.COM

# Cushion Tennis Courts

*"Builders of Superior Sport Surfaces"*

# INVOICE

1997 Osprey Dr  
Redmond, OR 97756  
Phone: 541.550.0941  
Web Site: [cushiontenniscourts.com](http://cushiontenniscourts.com)  
WA LIC - CUSHITC923LE  
OR CCB - 177593

DATE: January 31, 2023

FOR: 20,000 + SQFT

**BROOKING PUBLIC WORKS**  
**JAY TROST**  
**898 ELK DR**  
**BROOKTNGS, OR 97415**  
**PHONE 541-469-1138**

PARK OUTDOOR COURT 20,000+ SQ FT

[illegible]

Make all checks payable to **Cushion Tennis Courts, LLC**. If you have any questions concerning this invoice, contact Dan @ 541-504-0875



**THANK YOU FOR YOUR BUSINESS!**

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

  
Signature (submitted by)  
  
City Manager Approval

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### Subject:

Brookings Airport Improvement Program Grant

### Recommended Motion:

Motion to approve the contract with Century West for \$67,366.25, to execute phase 1 (design services) of the AIP.

### Financial Impact:

\$67,366.25 from the Airport Fund, Capital Outlay. The City match is 10%, \$6,736.63.

### 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)

This will be completed by the City approved airport consultants, Century West.

The FAA-approved grant amount is \$65,129. The estimated project cost from Century West is \$67,366.25 and will be paid out of the Airport Fund, Capital Outlay. 90% will be reimbursed by the FAA AIP grant, up to \$65,129. The City's match is 10%, \$6,736.63.

The City Council approved Contract Amendment 22-012 on January 9, 2023, to add language for Federal contract provisions. However, the original contract was not included. No payments have yet been made to Century West.

### Attachments

- a. Professional Services Contract 22-012 with Century West Engineering

**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 Brookings 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#: \_\_\_\_\_

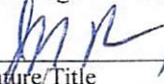
Citizenship: Nonresident alien ☐ Yes ☒ No

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

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

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

**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**

	Principal Engineer 101 \$280.00	Snr. Project Manager 102 \$224.00	Project Engineer 106 \$130.00	Designer 133 \$138.00	Engineer-in- Training 188 \$104.00	Clerical 118 \$105.00	Total Hours	Total Fees
<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>								
Mileage (Pre-Design Site Visit @ 650 miles)								\$380.25
Per Diem (Standard Rate for 2 inspection nights)								\$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>




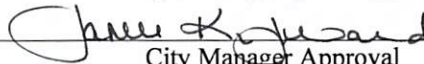
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

  
Signature (submitted by)

  
City Manager Approval

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Subject:

Marine Drive Reservoir Change Order 3

Recommended Motion:

Authorize City Manager to proceed with the HCI change order #3 in the amount of \$154,815 for the Marine Drive Reservoir Interior Painting Project.

Financial Impact:

HCI change order 3 for the Marine Drive Reservoir Interior Painting project is \$154,815. The project is funded through the Business Oregon Safe Drinking Water Revolving Loan Fund.

Background/Discussion:

The Dyer Partnership, and contractor HCI Industrial & Marine Coatings, has informed the city that the condition of the roof structure of the Marine Drive Reservoir is far worse than previously known.

HCI and Dyer completed a review of the structure after final coating removal was completed and determined that portions of the steel roof structure of the tank are excessively corroded, connecting fasteners (bolts, brackets) are missing and/or heavily corroded, and require removal and replacement, and in some cases welded. In addition, it was discovered that in several locations on the exterior of the roof panels there are holes that have been leaking rain water into the tank for quite some time. HCI and Dyer are advising that the exterior of the roof panels require paint removal, patch the holes by welded plates, and a full repaint of the exterior of the roof.

The Marine Drive reservoir was originally constructed in 1975 and the exterior was repainted in 1999. It has been determined that the interior coating of the reservoir is original.

Council awarded the original contract to HCI on November 8, 2021 for \$515,880.

Council approved HCI change order 2 on the November 14, 2022 meeting in the amount of \$296,758 for the removal of PCB, Lead and Chromium discovered in the interior coating of the reservoir. Council also authorized staff to request funding from the Business Oregon Brownfields Program in the amount of \$200,000. 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. Approval from Business Oregon on the grant request is still pending.

**Attachments:**

- a. HCI Change Order #3 – Marine Drive Reservoir Painting Project

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<b>Date of Issuance:</b>	<b>2/8/23</b>	<b>Effective Date:</b>	
<b>Owner:</b>	<b>City of Brookings</b>	<b>Owner's Contract No.:</b>	<b>145.95</b>
<b>Contractor:</b>	<b>HCI Industrial &amp; Marine Coatings Inc.</b>	<b>Contractor's Project No.:</b>	<b>021012</b>
<b>Engineer:</b>	<b>The Dyer Partnership</b>	<b>Engineer's Project No.:</b>	<b>145.95</b>
<b>Project:</b>	<b>Marine Drive Reservoir Interior Coating</b>	<b>Contract Name:</b>	<b>Marine Drive Reservoir Interior Coating</b>

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The Contract is modified as follows upon execution of this Change Order:

**Description:**

**ITEM 1: Reservoir Roof Repairs**

**CHANGE DESCRIPTION:**

This change includes the following items:

- Blast and recoat exterior of the roof with primer, stripe, intermediate, and finish coat system.
- Repair any new holes in roof plate post blast patching.
- Add triangle wedges in areas pocketing and holding water to assist with drainage.
- Add isolation bolt kit to main drain line.
- Inject sealants at all roof plate repair patches in ceiling to suspend further corrosion.
- Install sealant at full circumference around ceiling/shell plate intersection gap to suspend corrosion and stop moisture contact in gap.
- Install sealants at all rafter shell bolt connections and replace corroded bolts where necessary. Fill large holes fully with sealant at every connection.
- Install sealants around rafter end gap to shell to stop the moisture from penetrating rafter ends.

**REASON FOR CHANGE:**

The reservoir roof structure is showing signs of significant deterioration in the interior and exterior. Additional repair measures are recommended to prevent excessive corrosion.

**CHANGE TO THE CONTRACT AMOUNT:**

**\$154,815.55**

**CHANGE TO THE CONTRACT TIME:**

**Increase 30 days**

**Attachments:** *Change Order Proposal No. 3.*

**SECTION 00553**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>515,880.00</u>	Original Contract Times: Substantial Completion: <u>60 (4/30/22)</u> Ready for Final Payment: <u>90 (5/30/22)</u> days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>296,758.46</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>305</u> Ready for Final Payment: <u>305</u> days
Contract Price prior to this Change Order:  \$ <u>812,638.46</u>	Contract Times prior to this Change Order: Substantial Completion: <u>365 (3/1/23)</u> Ready for Final Payment: <u>395 (3/31/23)</u> days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$ <u>154,815.55</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>30</u> Ready for Final Payment: <u>30</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>967,454.01</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>395 (3/31/23)</u> Ready for Final Payment: <u>425 (4/30/23)</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: <u>Joseph R Cornelius</u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: <u>Vice President</u>	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: <u>02/09/2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

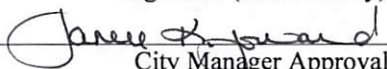
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Mill Beach Road Sewer Main – Dyer Task Order 99

Recommended Motion:

Authorize City Manager to proceed with the Dyer Partnership Task Order 99, Addendum No. 1 in order to continue preliminary work on the Mill Beach Road to Wastewater Treatment Plant Sewer Main project.

Financial Impact:

\$37,500 funded from USDA-RD loan

Background/Discussion:

Dyer task order 99 includes providing an evaluation of the different routes to take through South Coast property near the mill pond. In order to do so, surveying, staking and site exploration was required in order to select the most efficient route. The original not to exceed amount for this work was \$22,800 which is now increased by \$14,700 due to additional stake out and drawing preparation required for coordination with South Coast bringing the total not to exceed preliminary work to \$37,500.

To date we have surveyed and selected a route that has been approved by South Coast, prepared draft easement documents as well as developed schematic plans for the sewer alignment. This work will roll now into the final design and construction documents for bidding.

Dyer estimates the preliminary engineering work for the Mill Beach Road to Wastewater Treatment Plan project at \$37,500. Funding for the preliminary work and the final design and construction documents will be provided through the U.S. Department of Agriculture – Rural Development (USDA-RD) approved loan.

Staff recommends approval of the Dyer Partnership Task Order 99 Addendum No. 1

Attachment(s):

- a. Dyer Partnership Task Order 99 Addendum No. 1

**TASK ORDER 99 Amendment No. 1**  
**City of Brookings**  
**Mill Beach Sewer Line – South Coast Lumber Revisions**

**SCOPE OF WORK:** Provide evaluation of different routing options for the proposed 30-inch gravity sewer line that will be routed from the Mill Beach Pump Station across South Coast Lumber property to where it will tie into the City's wastewater treatment facility.

**SCOPE OF ENGINEERING SERVICES**

Preliminary design period services will be provided for this project and will include the following:

**Coordination**

- Coordinate with City staff and South Coast Lumber.
- Attend review meetings with South Coast to review their proposed development plans and also review the proposed alignment for the gravity sewer line.

**Preliminary Stakeout of Proposed Sewer Line for South Coast Review**

- Provide stakeout of proposed sewer line and review with South Coast Lumber.
- Revise alignment and re-stakeout proposed sewer for final review by South Coast Lumber for approval.

**Preliminary Design**

Update the preliminary design for revised sewer line across South Coast property based on review meetings with South Coast Lumber. The following major tasks will be added as part of the preliminary design phase outlined in the original Task Order:

- Conduct site reconnaissance with City staff to pothole existing ground for verification of depth of sawdust/chip pile debris along proposed route of the sewer line.
- Conduct additional test holes along the proposed sewer alignment between Mill Beach Road and the existing chip piles to determine the suitability of the existing material for re-use as trench backfill and determine preliminary water table heights.
- Conduct additional field survey to obtain outflow data for the existing pond on South Coast Lumber property.
- Update Preliminary plan / profile sheets based on review meetings with South Coast Lumber.
- Prepare legal description and map for proposed sewer line across South Coast Lumber property.

### **Proposed Fee**

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement and fee listed herein. The original not to exceed a maximum \$22,800 is being increased by \$14,700 to a revised not to exceed total of \$37,500 including all professional services and reimbursable expenses.

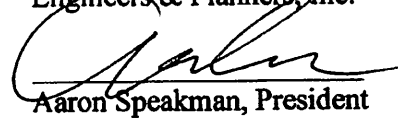
### **PAYMENT METHOD: Monthly Billing**

City of Brookings

\_\_\_\_\_  
Janell Howard, City Manager

Date: \_\_\_\_\_

The Dyer Partnership  
Engineers & Planners, Inc.

  
\_\_\_\_\_  
Aaron Speakman, President


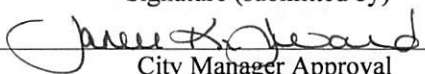
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# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

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

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Subject: Ransom Avenue Stormwater Improvements

Recommended Motion:

Authorize City Manager to proceed with the Dyer Partnership Task Order 105, for \$23,100, to develop plans for stormwater infrastructure upgrades on Ransom Avenue between Julie Drive and Chetco Avenue.

Financial Impact:

\$23,100 from the Streets System Replacement Fund.

Background/Discussion:

Staff has identified a section of old corrugated metal stormwater line approximately 200 feet along Ransom Avenue between Julie Drive and Chetco Avenue (US 101) that is in need of replacement. This section of stormwater line is listed as needing replacement in the City's 2016 Storm Drainage Masterplan. Staff has also identified the need for a new section of stormwater line on Homestead Road approximately 110 feet in length. The project also includes the completion of approximately 190 feet of curb gutter and sidewalk in the remaining portion between Julie Drive and Homestead Road.

The stormwater project proposed in task order 105 requires completion prior to the ODOT sidewalk project between Lucky Lane and Parkview Drive as there is a coordinated tie in to the new stormwater system developed in that project at Ransom Avenue. The ODOT sidewalk project is set to begin construction in 2024.

Dyer estimates the engineering work at \$23,100 and the construction at \$160,770. The project will be funded from the City of Brookings Streets System Replacement Fund.

Staff is recommending approval to proceed with the Dyer Task Order 105 in order to complete this project prior to the future ODOT street improvements on Chetco Avenue near Ransom Avenue.

Attachment(s):

- a. Dyer Task Order 105

**TASK ORDER 105**  
**City of Brookings**  
**RANSOM AVENUE IMPROVEMENTS**

**SCOPE OF WORK:** The City plans on removing and replacing existing storm drainage and constructing a new pedestrian walkway along the west side of Ransom Avenue. New storm drain improvements will also be constructed along a section of Homestead Road.

Overall project includes:

- Curb and gutter with 5-foot wide concrete sidewalk along the west side of Ransom Avenue from the intersection of Homestead Road north, approximately 190 feet including a new access ramp at intersection of Homestead Road and Ransom Avenue.
- New 18" storm drain with G2 inlets along the west side of Ransom Avenue from Highway 101 intersection and to the north, approximately 200 feet.
- New 12" storm drain with G2 inlets along the north side of Homestead Road to the intersection of Ransom Avenue, approximately 110 feet.
- New ac pavement to blend between new curbs/sidewalk and existing pavement.

**SCOPE OF ENGINEERING SERVICES**

The City needs engineering services for the design of these improvements, bidding period services, and construction administration. Engineering services include:

**Design Period Services**

- Coordinate with City staff, affected utilities, and conduct design review meeting with City staff. Arrive at concurrence on alignment of new curbs and sidewalks as well as storm drain routing. Provide monthly progress reports to staff throughout the process.
- Route survey includes establishing project control with vertical datum based on 1988 NAVD and horizontal datum will be based on NAD83 based on Oregon Coordinate Reference System – Oregon Coast Zone. Topographic route survey will be completed for the proposed sidewalk/storm drain improvements. These surveys will concentrate on the west half of the existing street right-of-way for Ransom Avenue and the north half of the existing street right-of-way for Homestead Road and will include underground utilities. Survey will include property corner monuments along the route for determining existing rights-of-ways.
- Reduce field survey data including development of base map.
- Provide final construction documents including drawings. Final design plans will be developed in Auto-CAD Civil 3D, version 2021. The design will use City Standards wherever applicable.
- Provide final construction documents including technical specifications.



- Design review meetings will be conducted at 90 percent complete with plans and specifications. Comments received from Staff will be incorporated into the documents.
- Provide final estimated costs for construction and an estimated time line for construction. Submit construction documents to City for review and approval.

### **Bidding Period Services**

- Prepare bidding documents including bidding requirements and contract documents. Prepare advertisement for bids and send to City-approved publications (City to pay advertising expense). Develop electronic copies (pdf) of final bidding documents and distribute to QuestCDN for bidders and suppliers to purchase and download. Reproduce bidding documents and distribute to Owner, Engineer and interested bidders.
- Respond to bidder questions and prepare necessary addendums, if needed.
- Attend and perform bid opening at Dyer's Coos Bay office location.
- Review bids and recommend contract award based on public contracting rules. Prepare construction contracts for City approval. Issue Notice of Intent to Award, Notice of Award and Notice to Proceed.

### **Construction Administration Services**

- Provide construction management and administer construction contract. Notify City staff immediately of potential construction problems and recommend a cost-effective remedy in order to not delay the construction. Project Manager to make periodic site visits and review submittals. Attend and administer a Pre-Construction job meeting. Conduct project meetings with Contractor and Owner, as needed.
- Develop construction stakeout points and layout sheets for stakeout.
- Provide construction staking for the new curb and gutter, storm drain, and related improvements.
- Review and process pay requests, change orders, and requests for information.
- Provide project closeout documents.

### **Schedule (anticipated)**

- Design –January 2023 through February 2023.
- Bidding Period – Spring 2023.
- Construction – Summer 2023.

## **Assumptions**

- Any easements and/or right-of-way acquisition for the improvements (including at the intersection of Ransom Avenue and Homestead Road for constructing the access ramp), if required is excluded.
- Construction observation services are excluded and the city will provide all construction observation services.

## **Proposed Fee**

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement and fee listed herein and Attachment A. The fee for these services is not to exceed a maximum \$23,100 including all professional services and reimbursable expenses.

**PAYMENT METHOD:** Monthly Billing

City of Brookings

The Dyer Partnership  
Engineers & Planners, Inc.

\_\_\_\_\_  
Janell Howard, City Manager

\_\_\_\_\_  
Aaron Speakman, President

Date: \_\_\_\_\_


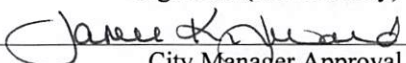
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# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: PWDS

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

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Subject: Oregon Public Works Emergency Cooperative Assistance Agreement

Recommended Motion:

Authorize City Manager to renew the city's cooperative assistance agreement with Oregon Department of Transportation.

Financial Impact:

None at this time.

Background/Discussion:

This is a renewal of a cooperative assistance agreement with the Oregon Department of Transportation (ODOT). This mutual aid agreement:

- Enables public works agencies within the State of Oregon to support each other during emergencies.
- Provides the mechanism for immediate response for requests and offers of mutual aid.
- Sets up the documentation needed to seek maximum reimbursement possible.

The agreement is valid for five years from the date it is signed.

Attachment(s):

- a. Agreement

Oregon Public Works Emergency Response  
Cooperative Assistance Agreement  
**OREGON PUBLIC WORKS EMERGENCY RESPONSE  
COOPERATIVE ASSISTANCE AGREEMENT**

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

**WITNESSETH:**

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions;

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 401.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support;

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency;

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities.

NOW THEREFORE, the parties agree as follows:

1. **Request** - If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.
2. **Response** - Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:
  - A. Determine whether it has the personnel, equipment, or material available to respond to the request.
  - B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.

Oregon Public Works Emergency Response  
Cooperative Assistance Agreement

C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.

D. Provide appropriate access to the available material.

E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. **Incident Commander** - The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. **Documentation** - Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. **Release of Personnel and Equipment** - All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. **Compensation** - It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.

B. Compensation for equipment at Responder's established rental rate.

C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

D. Without prejudice to a Responder's right to indemnification under Section 7 herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:

1) Maximum liability shall not **exceed** the cost of repair or cost of replacement, whichever is less.

2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.

3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

Oregon Public Works Emergency Response  
Cooperative Assistance Agreement

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. **Indemnification** - This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. **Workers Compensation Withholdings and Employer Liability** - Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.
9. **Pre-Incident Plans** - The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. **The Agreement** -

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. Above, to all others who have entered this Agreement.
- B. The Oregon Department of Transportation (ODOT) Maintenance and Operations Branch shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the Agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
- 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically

Oregon Public Works Emergency Response

Cooperative Assistance Agreement

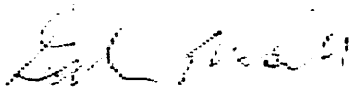
terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.

- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. **Non-exclusive** - This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.
12. **Parties to This Agreement** - Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION



12/30/2022

Galen McGill  
Statewide Maintenance and Operations Engineer

Date

Oregon Public Works Emergency Response  
Cooperative Assistance Agreement

\_\_\_\_\_  
Agency

\_\_\_\_\_  
County, Oregon

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Designated Primary Contact:**

Office:

Contact:

Phone Number:

\_\_\_\_\_

**Emergency 24 Hour Phone Number:**

**Fax Number:**

\_\_\_\_\_

**E-mail address (if available):**

\_\_\_\_\_



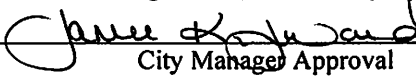
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: Finance & Admin

Signature (submitted by)

  
City Manager Approval

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Subject:

Western Display Fireworks agreement

Recommended Motion:

Authorize the City Manager to enter into an agreement with Western Display Fireworks for the July 4, 2023 fireworks in the amount of \$30,000.

Financial Impact:

\$30,000 from funds raised in the Tourism Fund.

Background/Discussion:

For the 2022 fireworks, the City of Brookings committed to being the responsible party for the contract with Western Display Fireworks for 4<sup>th</sup> of July fireworks. A great group of volunteers, led by Henry Johnson and Leslie Wilkinson, raised funds, promoted, and organized the first fireworks display in the Brookings area, since 2019.

Again, for this year, the City verbally committed to enter into an agreement with Western Display Fireworks for a fireworks show at the Port of Brookings Harbor on July 4, 2023. Attached is that agreement.

Attachment:

- a. Agreement – Western Display

## DISPLAY AGREEMENT AND PURCHASE ORDER

**THIS AGREEMENT** ("Agreement") is entered into on \_\_\_\_\_ by and between Western Display Fireworks, Ltd., an Oregon corporation, whose address is set forth above, ("Western") and City of Brookings, whose address is 898 Elk Drive, Brookings, OR 97415 ("Sponsor"). Western and Sponsor are sometimes individually referred to as a "Party" and collectively as the "Parties."

In consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Proposal.** Western agrees to supply, and Sponsor agrees to pay for, a fireworks display on the following designated date(s) and location: July 4, 2023 shot from the South Jetty at 16035 Boat Basin Rd, Harbor, OR 97415, as detailed in Proposal #23-7169, which is attached hereto and incorporated herein by this reference, (the "Display") in accordance with the program approved by both Parties.
2. **Price and Payment Terms.** Total price of THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00) is to be paid as follows: 25% of the total price, \$7,500.00 is due by DECEMBER 15, 2022; 25% of the total price, \$7,500.00 is due by JUNE 4, 2023; the remaining balance of the price, \$15,000.00, is due in full on or before July 14, 2023. Interest will accrue at 1½% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.
3. **Western Duties.** As part of the total price Western agrees to the following:
  - a. To supply all shells and other pyrotechnics listed on the Proposal;
  - b. Mortars, firing equipment and all other required materials necessary to perform its services hereunder;
  - c. Proper delivery, set-up, firing and presentation by pyrotechnic operator and crew covered under workers compensation insurance;
  - d. To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Western's responsibilities of Display site cleanup have been completed; and
  - e. To comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.
4. **Sponsor Duties.**
  - a. Sponsor shall comply with all duties as detailed under the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
  - b. Sponsor agrees to allow Western to stage an equipment trailer at the launch site for approx. 1 week before and after July 4th; and
  - c. Sponsor to supply two RV spaces at the Beachfront RV park for the nights of 7/3-7/6.
5. **Insurance.** Western agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$5,000,000. If requested in writing, Western shall provide Sponsor with a certificate of insurance within two weeks of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to this Agreement.



6. **Indemnification.** Western agrees to indemnify, defend, and hold harmless the Sponsor, its agents and employees, and those entities/individuals listed on the certificate of insurance, from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that directly arise from the performance of the fireworks to the extent that such are occasioned by an act or omission of its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that arise from the performance of the fireworks to the extent that such are occasioned by any act or omission of Sponsor, its agents and employees. Each Party agrees to give the other Party prompt notice of any claims. Neither Party shall be responsible for consequential damages.
7. **Compliance with Laws.**
- a. **Sponsor Responsibilities:** SPONSOR agrees to perform their requirements in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2022 Edition (National Fire Protection Association) 8.1 General Requirements. The sponsor of the display shall make provisions for fire protection for the display. 8.1.1 The sponsor shall consult with the AHJ, the local responding fire department (if different from the AHJ) and the operator (the licensed pyrotechnic operator employed by Western) to determine the level of fire protection required. 8.1.2 The following shall apply to crowd control: (1) Monitors whose sole duty is the enforcement of crowd control shall be located around the display site and at other locations as determined by the sponsor. (2) The AHJ and the operator shall approve the provisions for crowd control. 8.1.2.1 Monitors shall be positioned around the display site to prevent spectators or any other unauthorized persons from entering the discharge site. 8.1.2.2 Where required by the AHJ, approved delineators or barriers shall be used to aid in crowd control. 8.1.2.3 Portions of the display site, other than the discharge site(s), shall be permitted to be open to the public prior to the display as long as the provisions of 4.2.2.2 are maintained. 8.1.2.4 Unescorted public access to the discharge site shall not be permitted where pyrotechnic materials are present during the period before the display. 8.1.2.5 The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display (see Exhibit A – Display Site Map).
- b. **Western's Responsibilities:** Western shall secure and maintain any and all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the services herein contemplated unless otherwise noted above in Sponsor duties. Western shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Western is responsible to insure that all materials and services supplied under this Agreement comply with all laws, rules and regulations of the State and the federal government relating thereto.
8. **Cancellation/Rescheduling by Sponsor.** If the Display is cancelled by the Sponsor after receipt of this signed Agreement, Sponsor agrees to pay 25% of the total price (\$7,500.00) for restocking and costs incurred. If the Display is cancelled by the Sponsor within 30 days of the scheduled Display date, Sponsor agrees to pay 50% of the total price (\$15,000.00). If the Display is cancelled by the Sponsor on the date of the Display, Sponsor agrees to pay 100% of the total price (\$30,000.00). By providing notice of not less than 30 days from the original Display date, Sponsor may elect to reschedule the Display to a mutually agreeable date. This date must be within 90 days of the original display date. Western agrees to facilitate



this rescheduling and Sponsor agrees to reimburse Western for new permits and other additional costs associated with this change. Sponsor understands that permitting requirements, burn bans and other factors beyond Western's control may prohibit rescheduling of a display. If these factors prohibit the rescheduled Display from taking place then the standard cancellation schedule applies.

9. **Safety / Weather Forced Cancellation.** Western agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Western's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in the operator's judgment circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any persons or property within the vicinity of the Display.

If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Western has no further obligation under this Agreement. If the product is intact and reusable, Western agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Western for reasonable costs associated with the rescheduling of the event.

10. **Force Majeure.** Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Western which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.
11. **Product Performance.** Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is acceptable as full performance.
12. **Limitation on Damages.** In the event that Sponsor claims that Western has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Western beyond the amount that Sponsor has paid Western under this Agreement and shall not be entitled to a claim for or recover of consequential damages from Western, including, but not limited to, damages for lost income, business, or profits. Additionally, Western's liability for matters covered by the insurance set forth herein shall be limited to the limits of said insurance.
13. **Time.** Time is of the essence in this agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.
14. **Independent Contractor/No Joint Venture.** The Parties agree that Western is an independent contractor, and is not an agent or employee of Sponsor for any purpose. It is further agreed that Western's employees shall be, and remain, the employees of Western and not of Sponsor. Nothing in this Agreement or the actions of Western or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Western.

15. **Attorney Fees.** In the event that either Party to this Agreement shall enforce any of the provisions hereof by any action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing Party.
16. **Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Oregon applicable to contracts.
17. **Severability.** In the event a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or public policy, then the provisions of this Agreement that violate such statute, law, rule, regulation, ordinance or public policy shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.
18. **Survival.** The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.
19. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both of the Parties hereto.

The pricing and product offered in the Proposal shall remain firm if this Agreement is mutually executed by both Parties on or before December 15, 2022.

**Sponsor**

**Western Display Fireworks, Ltd.**

By: \_\_\_\_\_

By: Heather J. Gobet

Its: \_\_\_\_\_

Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: February 13, 2023

Originating Dept: Finance & Admin

Signature (submitted by)

  
City Manager Approval

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Subject:

Letter of Support for Curry Health Network's Chemotherapy Treatment Project.

Recommended Motion:

Motion to authorize the Mayor to sign a support letter for Curry Health Network's Chemotherapy Treatment Project.

Financial Impact:

None.

Background/Discussion:

The City of Brookings has a history of partnering with Curry Health Network (CHN). We worked together to secure a change in the Oregon Administrative Rules to authorize stand-alone medical Emergency Departments in rural areas when certain conditions are met. The goal of this effort was to secure a functioning Emergency Department (ED) at the Curry Medical Center, which is operated by the Curry Health District in Brookings.

CHN is a trusted partner for our region's health care and enhanced chemotherapy services for our community are important. Currently, citizens travel up to 7 hours round trip for these services. That can be more difficult with weather and emergency conditions, and a large percentage of our population are senior citizens.

CHN has requested that the City endorse its Community Project Funding request of \$2.5 million for its Chemotherapy Treatment Project. A draft support letter is attached.

Attachment(s):

- a. Draft letter of support for CHN.



# City of Brookings

898 Elk Drive, Brookings, OR 97415

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

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

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

February 13, 2023

Virginia Williams, Chief Executive Officer  
Curry Health Network  
94220 4th Street  
Gold Beach, OR 97444

Dear Ms. Williams:

On behalf of the City of Brookings, I am writing to endorse Curry Health Network's Community Project Funding request of \$2.5 million for its Chemotherapy Treatment Project.

Curry Health Network is a trusted partner for our region's health care and having enhanced chemotherapy services and support for our community is a critical need. Right now, people in Curry County have to travel up to 7 hours roundtrip for chemotherapy support because those services aren't available locally. That creates tremendous hardship for people who need to miss work or care for family members as they receive frequent chemotherapy treatment for many weeks. More, when U.S. Highway 101 is closed due to weather or emergency conditions, many residents aren't able to access medical treatment due to Curry County being an isolated region connected to the north and south by a single coastal route.

The City of Brookings supports this request because there is a need for increased health resources in Brookings and the surrounding area. The benefits of having access to chemotherapy close to home are critical in here, as Curry County has the highest per capita senior citizen population in Oregon.

This project deserves support from the federal government. Curry Health Network has been a crucial community resource during the COVID-19 pandemic and operates at peak levels to keep our community safe. This project represents a sustainable, cost-effective community health investment that will create needed care options for Curry County residents needing chemotherapy support and care. We are pleased to stand with Curry Health Network in support of this project and urge Congress to include it for funding.

Sincerely,

Ron Hedenskog  
Mayor



## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/23	01/05/2023	89432	4859	Brookings Harbor Garden Club	10-00-2005	1,500.00
01/23	01/05/2023	89433	313	Brookings Vol Firefighters	10-00-2005	2,250.00
01/23	01/05/2023	89434	715	Budge McHugh Supply	20-00-2005	9,722.04
01/23	01/05/2023	89435	5567	CAL/OR Insurance Agency	30-00-2005	683.33
01/23	01/05/2023	89436	5822	Chaves Consulting Inc	49-00-2005	370.20
01/23	01/05/2023	89437	5952	Chetco Auto Marine & Industrial Supply	10-00-2005	33.63
01/23	01/05/2023	89438	3834	Clean Sweep Janitorial Service	25-00-2005	1,885.00
01/23	01/05/2023	89439	5827	Coastal Investments LLC	10-00-2005	960.00
01/23	01/05/2023	89440	1745	Coastal Paper & Supply, Inc	10-00-2005	626.09
01/23	01/05/2023	89441	1740	Code Publishing Company Inc	10-00-2005	198.00
01/23	01/05/2023	89442	182	Coos-Curry Electric	10-00-2005	4,564.56
01/23	01/05/2023	89443	317	DCBS - Fiscal Services	10-00-2005	1,853.40
01/23	01/05/2023	89444	1	Patrick Averbook	20-00-2005	28.42
01/23	01/05/2023	89445	1	AYSL LLC	20-00-2005	208.85
01/23	01/05/2023	89446	1	Lester Dearwester	20-00-2005	102.78
01/23	01/05/2023	89447	1	Michael Fairbanks	20-00-2005	200.00
01/23	01/05/2023	89448	1	Kimberly Hodges	20-00-2005	88.48
01/23	01/05/2023	89449	5804	Early Management Team Inc	50-00-2005	2,000.00
01/23	01/05/2023	89450	2186	Ferguson Waterworks #3011	20-00-2005	2,635.05
01/23	01/05/2023	89451	6127	Ferguson Enterprises LLC #3325	20-00-2005	345.66
01/23	01/05/2023	89452	5432	First Community Credit Union	25-00-2005	4,662.00
01/23	01/05/2023	89453	6097	GP Energy	10-00-2005	2,068.28
01/23	01/05/2023	89454	6175	Sophia Lucero	10-00-2005	121.00
01/23	01/05/2023	89455	4269	Gary Milliman	10-00-2005	325.00
01/23	01/05/2023	89456	4443	Napa Auto Parts-Golder's	10-00-2005	21.36
01/23	01/05/2023	89457	4487	Net Assets Corporation	10-00-2005	108.00
01/23	01/05/2023	89458	5008	Online Information Services	10-00-2005	56.12
01/23	01/05/2023	89459	322	Postmaster	25-00-2005	1,025.00
01/23	01/05/2023	89460	4105	Precision Eyecare PC	10-00-2005	50.00
01/23	01/05/2023	89461	207	Quill Corporation	10-00-2005	382.74
01/23	01/05/2023	89462	444	Secretary of State	10-00-2005	350.00
01/23	01/05/2023	89463	444	Secretary of State	75-00-2005	150.00
01/23	01/05/2023	89464	5638	Guy Smith	25-00-2005	199.00
01/23	01/05/2023	89465	6174	West Coast Fencing	50-00-2005	36,926.50
01/23	01/12/2023	89466	5908	Amazon Capital Services	49-00-2005	79.06
01/23	01/12/2023	89467	4734	Aramark Uniform Services	10-00-2005	120.00
01/23	01/12/2023	89468	6121	AutoZone Inc	10-00-2005	29.60
01/23	01/12/2023	89469	4939	Bi - Mart Corporation	10-00-2005	46.50
01/23	01/12/2023	89470	2407	Blue Star Gas	10-00-2005	129.00
01/23	01/12/2023	89471	6176	Nik Branson	10-00-2005	175.00
01/23	01/12/2023	89472	6176	Nik Branson	33-00-2005	367.02
01/23	01/12/2023	89473	5070	Canon Solutions America	10-00-2005	49.28
01/23	01/12/2023	89474	5939	Country Media Inc	25-00-2005	232.88
01/23	01/12/2023	89475	4746	Curry County Treasurer	10-00-2005	256.00
01/23	01/12/2023	89476	173	Curry Equipment	10-00-2005	367.89
01/23	01/12/2023	89477	284	Day Management Corp	30-00-2005	962.55
01/23	01/12/2023	89478	5951	Executech Utah LLC	49-00-2005	30.55
01/23	01/12/2023	89479	6127	Ferguson Enterprises LLC #3325	20-00-2005	998.87
01/23	01/12/2023	89480	153	Ferrellgas	25-00-2005	1,273.26
01/23	01/12/2023	89481	6030	Hartwick Automotive LLC	10-00-2005	304.57
01/23	01/12/2023	89482	4980	iSecure	10-00-2005	33.00
01/23	01/12/2023	89483	5858	Jacobs Engineering Group Inc	25-00-2005	123,266.75
01/23	01/12/2023	89484	5460	Kubota Tractor Corporation	50-00-2005	14,441.24

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/23	01/12/2023	89485	6065	Local Government Law Group PC	10-00-2005	4,192.00
01/23	01/12/2023	89486	4269	Gary Milliman	10-00-2005	300.00
01/23	01/12/2023	89487	5954	Morel Ink	10-00-2005	884.27
01/23	01/12/2023	89488	329	New Hope Plumbing	10-00-2005	2,389.50
01/23	01/12/2023	89489	3159	NorthCoast Health Screening	10-00-2005	80.00
01/23	01/12/2023	89490	3561	Oil Can Henry's	10-00-2005	30.00
01/23	01/12/2023	89491	5155	Oregon Department of Revenue	10-00-2005	595.00
01/23	01/12/2023	89492	6129	Pacific Coast Properties LLC	10-00-2005	1.00
01/23	01/12/2023	89493	4	Carla Stratton	10-00-2005	244.00
01/23	01/12/2023	89494	866	Pitney Bowes Global Financial , LLC	10-00-2005	144.93
01/23	01/12/2023	89495	5768	Proficient Auto Center Inc	10-00-2005	201.56
01/23	01/12/2023	89496	207	Quill Corporation	10-00-2005	175.76
01/23	01/12/2023	89497	6102	South Coast Shopper	25-00-2005	332.00
01/23	01/12/2023	89498	956	Suiter's Paint & Body	10-00-2005	834.00
01/23	01/12/2023	89499	142	Tidewater Contractors Inc	10-00-2005	158,581.00
01/23	01/12/2023	89500	4542	Umpqua Bank	45-00-2005	9,774.31
01/23	01/12/2023	89501	861	Village Express Mail Center	20-00-2005	40.42
01/23	01/12/2023	89502	2122	Cardmember Service	10-00-2005	5,651.17
01/23	01/12/2023	89503	6170	Christy Wurster	10-00-2005	45.55
01/23	01/12/2023	89504	5992	Ziply Fiber	30-00-2005	336.77
01/23	01/19/2023	89505	4939	Bi - Mart Corporation	10-00-2005	54.98
01/23	01/19/2023	89506	6178	Brookings Police Association	10-00-2005	300.00
01/23	01/19/2023	89507	5144	Tim Brush	20-00-2005	104.00
01/23	01/19/2023	89508	5070	Canon Solutions America	10-00-2005	18.64
01/23	01/19/2023	89509	3015	Charter Communications	30-00-2005	599.98
01/23	01/19/2023	89510	3834	Clean Sweep Janitorial Service	10-00-2005	125.00
01/23	01/19/2023	89511	575	Dell Marketing L.P.	48-00-2005	4,597.32
01/23	01/19/2023	89512	1	David Clark	20-00-2005	300.00
01/23	01/19/2023	89513	1	James Sanborn	20-00-2005	60.00
01/23	01/19/2023	89514	371	DEQ Business Office	25-00-2005	240.00
01/23	01/19/2023	89515	6115	Douglas A Bergstrom, Ph.D.	10-00-2005	435.00
01/23	01/19/2023	89516	3342	Fastenal	15-00-2005	431.79
01/23	01/19/2023	89517	6127	Ferguson Enterprises LLC #3325	20-00-2005	523.57
01/23	01/19/2023	89518	6097	GP Energy	10-00-2005	2,541.86
01/23	01/19/2023	89519	198	Grants Pass Water Lab	20-00-2005	96.00
01/23	01/19/2023	89520	6177	J & L Leasing	25-00-2005	1,155.00
01/23	01/19/2023	89521	283	Muffler & More	10-00-2005	80.00
01/23	01/19/2023	89522	5768	Proficient Auto Center Inc	15-00-2005	803.00
01/23	01/19/2023	89523	3	James Sanborn	20-00-2005	63.82
01/23	01/19/2023	89524	169	Waste Connections Inc	15-00-2005	960.00
01/23	01/19/2023	89525	4135	Jim Watson	10-00-2005	114.00
01/23	01/19/2023	89526	4220	Woof's Dog Bakery	61-00-2005	63.99
01/23	01/19/2023	89527	5992	Ziply Fiber	25-00-2005	1,136.77
01/23	01/26/2023	89528	6072	Salmon Run Golf Course	10-00-2005	33,307.00
01/23	01/26/2023	89529	6147	Bullard Law	10-00-2005	8,274.50
01/23	01/26/2023	89530	5070	Canon Solutions America	10-00-2005	287.26
01/23	01/26/2023	89531	3015	Charter Communications	10-00-2005	149.98
01/23	01/26/2023	89532	182	Coos-Curry Electric	10-00-2005	146.83
01/23	01/26/2023	89533	1620	Curry County Community Development	10-00-2005	123.75
01/23	01/26/2023	89534	259	Da-Tone Rock Products	20-00-2005	572.41
01/23	01/26/2023	89535	1	Blue Moose	20-00-2005	300.00
01/23	01/26/2023	89536	1	Ceri Claridge	20-00-2005	300.00
01/23	01/26/2023	89537	1	Julie Kemp	20-00-2005	60.00
01/23	01/26/2023	89538	1	Thomas & Denise McDonald	20-00-2005	300.00
01/23	01/26/2023	89539	1	Isabel Mora	20-00-2005	127.72
01/23	01/26/2023	89540	1	Daniel & Lucette Wallach	20-00-2005	43.11

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/23	01/26/2023	89541	371	Department of Environmental Quality	25-00-2005	13,431.00
01/23	01/26/2023	89542	2640	Dyer Partnership, The	52-00-2005	27,264.06
01/23	01/26/2023	89543	2186	Ferguson Waterworks #3011	20-00-2005	5,355.84
01/23	01/26/2023	89544	6179	Marc & Charleen Hayes	10-00-2005	6,325.51
01/23	01/26/2023	89545	5526	L.N. Curtis & Sons Inc	10-00-2005	444.78
01/23	01/26/2023	89546	4981	McLennan Excavation, Inc	52-00-2005	73,488.39
01/23	01/26/2023	89547	5916	Oregon Department of Aviation	33-00-2005	50.00
01/23	01/26/2023	89548	5703	PacWest Machinery	15-00-2005	568.87
01/23	01/26/2023	89549	6167	Paragon Property Management	10-00-2005	2,000.00
01/23	01/26/2023	89550	207	Quill Corporation	10-00-2005	570.55
01/23	01/26/2023	89551	3752	Trace Analytics, LLC	10-00-2005	89.00
01/23	01/26/2023	89552	861	Village Express Mail Center	10-00-2005	8.32
01/23	01/26/2023	89553	169	Roto Rooter of Curry County	10-00-2005	140.00
01/23	01/26/2023	89554	169	Waste Connections Inc	15-00-2005	906.53
Grand Totals:						<u>594,136.88</u>

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

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

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

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

Report Criteria:

Report type: Summary