

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, September 9, 2024, 7:00 PM

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. National Emblem Club Week Proclamation – Brookings Emblem Club #265 [Pg. 1]
2. Constitution Week Proclamation – Cape Sebastian Chapter of Daughters of the American Revolution [Pg. 2]
3. Suicide Awareness and Prevention Month – Gordon Clay [Pg. 3]

E. Scheduled Public Appearances

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

1. County Commissioner Jay Trost – Oregon Wildfire Risk Assessment Map Senate Bill 80 Discussion

F. Oral Requests and Communications from the audience

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

G. Consent Calendar

1. Approve Council minutes for August 26, 2024 [Pg. 4]

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

1. Airport Runway Lighting Replacement Project [Pg. 6]
 - a. Century West – Statement of Services [Pg. 8]
2. Ranney Collector Intake Pump Replacement [Pg. 15]
 - a. Pump Tech LLC Quote [Pg. 16]
3. Approval of settlement agreement with St. Timothy's Episcopal Church [Pg. 18]
 - a. Settlement Agreement [Pg. 19]

I. Informational Non-Action Items

1. August 2024 Vouchers [Pg. 26]

J. Remarks from Mayor, Councilors and City Manager

K. Adjournment

* Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. 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 541-469-1102 if you have any questions regarding this notice. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream on the City's YouTube Channel <https://www.youtube.com/@cityofbrookingsoregon8039>.

City of Brookings *Proclamation*

WHEREAS, the members of the Supreme Emblem Club of the United States of America, in promulgating community service, have actively engaged in seeking out the worthy and the needy in every community; and

WHEREAS, their assistance and guidance to young men and women is evidenced by great numbers of scholarships, assuring the advanced education of the deserving; and

WHEREAS, the requirements of those who have special needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of flood, quake, hurricane, and other disasters of nature; and

WHEREAS, these are dedicated to the principle of philanthropic endeavor; and

WHEREAS, be it resolved that the deeds of dedicated, charitable members of the Supreme Emblem Club of the United States of America be recognized;

NOW, THEREFORE, I, Isaac Hodges, Mayor of the City of Brookings, Oregon, do hereby proclaim the week of September 9th, 2024, as

 *National* 
Emblem Club Week

In Witness Whereof,

I, Mayor Isaac Hodges, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 9th day of September, 2024.

Mayor Isaac Hodges



City of Brookings *Proclamation*

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is also fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as constitution week;

NOW, THEREFORE BE IT RESOLVED, that I, Isaac Hodges, Mayor of the City of Brookings, do hereby proclaim September 17th through the 23rd, 2024, as

Constitution Week

and ask our citizens to reaffirm the ideals of our Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof,

I, Mayor Isaac Hodges, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 9th day of September, 2024.

Mayor Isaac Hodges

City of Brookings

Proclamation

WHEREAS, suicide is a major public health problem with immediate and long-term effects on individuals, families and communities, and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and suicide is a major public health issue that requires vigilant attention and preventative action, and

WHEREAS, the ongoing stresses brought on by social unrest and the growing inequality increase risk of self-harm, and

WHEREAS, each death by suicide directly impacts numerous family members, friends, loved ones, and by extension the entire rural community; and

WHEREAS, research shows that 95% of adults would do something if someone close to them was thinking about suicide if they only knew what to say or do.

NOW, THEREFORE, the Brookings City Council hereby proclaims September 2024 as

Suicide Awareness and Prevention Month

BE IT FURTHER RESOLVED, that the Council encourages all citizens to learn the warning signs, trust their gut and use that information to ask a troubled friend, colleague or family member “Are you okay?” and be prepared to listen. That conversation could change a life.

In Witness Whereof,

I, Mayor Isaac Hodges, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 9th day of September, 2024.

Mayor Isaac Hodges

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, August 26, 2024

Call to Order

Mayor Isaac Hodges called the meeting to order at 7:00 PM

Roll Call

Council Present: Mayor Isaac Hodges, Councilors Andy Martin, Kristi Fulton, Phoebe Pereda, and Clayton Malmberg; a quorum present

Staff present: City Manager Tim Rundel, Public Works and Development Services Director Tony Baron, and Deputy City Recorder Brooklyn Osterhage

Media Present: 0

Others Present: approximately 10 audience members

Scheduled Public Appearances

Ron Schneirson spoke about forming a Committee on Public Art.

Oral Requests and Communications from the Audience

1. Laura Goldbey, 111 Schooner Bay Drive – spoke in appreciation of the City Council and new City Manager

Consent Calendar

1. Approve Council minutes for July 22, 2024
2. Accept Parks and Recreation minutes for March 28, 2024
3. Receive monthly financial report for July 2024
4. Approve Liquor License for mobile vendor – Fire Bros BBQ & Grill

Councilor Martin moved, Councilor Malmberg seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. Municipal Pool Resurfacing Contract

Staff Report provided by Tony Baron

Council discussed the INTER-GLASS® pool interior option mentioned in the Mid-America Pool Renovation, Inc. bid. They also thanked Staff and South Coast Community Aquatics for their work on the pool.

Councilor Martin moved, Councilor Fulton seconded, and Council voted unanimously to authorize City Manager to execute a contract with Mid-America Pool Renovation, Inc. for resurfacing work at the municipal pool in the amount of up to \$370,800.

Remarks from Mayor and Councilors

Councilor Fulton mentioned September is National Suicide Prevention Month.

Councilor Martin and Mayor Hodges spoke concerning Curry County and the City of Brookings Police force.

Councilor Pereda thanked those in the community willing to put in an effort for things they want to see. She recently attended the South Coast region meeting for League of Oregon Cities on revenue.

Councilor Malmberg recently attended a Curry County Campus of Southwestern Oregon Community College presentation and appreciated the ways they are trying to improve opportunities for vocational education in our community.

Mayor Hodges commended local festivals and volunteers. He commented new employees Officer Gabby Dominguez and City Manager Tim Rundel were recently sworn in.

Adjournment

Mayor Isaac Hodges adjourned the meeting at 7:47 PM.

Respectfully submitted:

ATTESTED:
this 9th day of September, 2024:

Isaac Hodges, Mayor


Brooklyn Osterhage, Deputy City Recorder

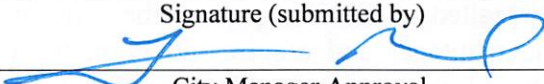
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 9, 2024

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Airport Runway Lighting Replacement Project

Recommended Motion:

Authorize City Manager to execute an agreement with Century West Engineering in the amount of \$233,233 for engineering services for the Airport Runway Lighting Replacement Project at the Brookings Airport, contingent on FAA grant approval.

Financial Impact:

\$233,233 for engineering services of which 90% (\$209,909) would be reimbursed by an FAA grant leaving a 10% match for engineering services at \$23,324. The total project cost (including construction) is estimated at \$997,300. The match for the design work will be from the Airport Fund and/or Capital Project Reserve Fund.

Background/Discussion:

The Airport Runway Lighting Replacement Project was identified as a priority project in the Airport Masterplan adopted by Council in 2022. The project includes a full replacement of the runway lighting and navigation system. Upon approval at tonight's meeting, and pending FAA grant approval, the design work is scheduled to be completed between August of 2024 through August of 2026. We will not give notice to proceed until the FAA has given grant approval.

The City has requested a grant for 90% of the project from the Federal Aviation Administration (FAA) in the amount of \$233,233 which requires a match of \$23,324 which will be funded from the Airport Fund and/or Capital Project Reserve Fund.

The scope of the project is to provide engineering design services for proposed improvements at Brookings Airport (BOK).

The improvements include:

1. Replace existing Runway 12-30 Medium Intensity Runway Lighting (MIRL) system;
2. Replace existing PAPIs (RW 12 and RW 30);
3. Replace existing Lighted Wind cone;

4. Replace existing Airport Beacon;
5. Replace airport electrical building equipment, as necessary;
6. Install new REILs (RW 12 and RW 30);
7. Install spare conduits, as necessary.

The purpose of this project is to replace the aging airport electrical components, wiring and conduits, as well as the electrical equipment in the electrical building. The airport lighting system was installed in 1995 as part of the runway extension project. The aging system experiences frequent outages and requires attention from the City. Several of the runway edge lights and threshold lights are inoperable due to breaks in the underground wiring and the lights that do work need bulb replacements often. The PAPIs are not fully operational as bulbs blow often and the concrete foundations are failing which causes the PAPIs to go out of calibration during heavy rains. The white side of the airport beacon is inoperable as it frequently blows bulbs. In addition, the pilot control module only works on the highest setting, as it is not able to step down, and replacement parts are unavailable due to the age of the module. Installation of the REILs will help pilots identify the runway ends during marginal weather, such as the occasional fog that occurs in the Brookings area.

Proposed improvements include the replacement and installation of electrical equipment which will involve minor trenching and backfilling where the surface will be restored and the excavated material will be protected against erosion and run-off during construction, and the environmental impact is assumed to be minimal. The FAA has determined that FAA NEPA requirements will be satisfied by the issuance of an undocumented Categorical Exclusion as the proposed project falls under the action listed in Paragraph 5-6.4(o) of FAA Order 1050.1F. Any work associated with NEPA requirements that exceed an undocumented Categorical Exclusion will be completed as an amendment to this scope or completed under a separate agreement.

Attachments:

- a. Century West - Statement of Services

**CENTURY WEST ENGINEERING COMPANY
ENGINEERING STATEMENT OF SERVICES
FOR
BROOKINGS AIRPORT
RUNWAY LIGHTING REPLACEMENT PROJECT - PHASE 1- DESIGN
FAA AIP # 3-41-0008-022-2025
DESIGN SERVICES

CITY OF BROOKINGS, OR**

August 20, 2024

GENERAL

The scope of the project is for Century West Engineering Company to provide engineering design services for proposed improvements at Brookings Airport (BOK).

The improvements include:

1. Replace existing Runway 12-30 Medium Intensity Runway Lighting (MIRL) system;
2. Replace existing PAPIs (RW 17 and RW 35);
3. Replace existing Lighted Windcone;
4. Replace existing Airport Beacon;
5. Replace airport electrical building equipment, as necessary;
6. Install new REILs (RW 12 and RW 30);
7. Install spare conduits, as necessary.
8. Develop a DBE plan.

The purpose of this project is to replace the aging airport electrical components, wiring and conduits, as well as the electrical equipment in the electrical building. The airport lighting system was installed in 1995 as part of the runway extension project. The aging system experiences frequent outages and requires attention from the City maintenance department. Several of the runway edge lights and threshold lights are inoperable due to breaks in the underground wiring and the lights that do work need bulb replacements often. The PAPIs are not fully operational as bulbs blow often and the concrete foundations are failing which causes the PAPIs to go out of calibration during heavy rains. The white side of the airport beacon is inoperable as it frequently blows bulbs. In addition, the pilot control module only works on the highest setting, as it is not able to step down, and replacement parts are unavailable due to the age of the module. Installation of the REILs will help pilots identify the runway ends during marginal weather, such as the occasional fog that occurs in the Brookings area.

Proposed improvements include the replacement and installation of electrical equipment which will involve minor trenching and backfilling where the surface will be restored and the excavated material will be protected against erosion and run-off during construction, and the environmental impact is assumed to be minimal. The FAA has determined that FAA NEPA requirements will be satisfied by the issuance of an undocumented Categorical Exclusion as the proposed project falls

under the action listed in Paragraph 5-6.4(o) of FAA Order 1050.1F. Any work associated with NEPA requirements that exceed an undocumented Categorical Exclusion will be completed as an amendment to this scope or completed under a separate agreement.

PHASE I –DESIGN SERVICES

Task 1 Project Management

1. Finalize work scope and negotiate contract.
2. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the City of Brookings (CITY) and FAA, monitoring and reporting technical and budget issues to CITY and FAA, preparation of monthly Consultant invoices for submittal to CITY.

Administrative activity for the project is expected to occur over a 9-month period, an allowance of 3 hours per month of activity is provided.

3. Assist CITY as necessary with preparation of grant pre-application including updated CIP data sheet and sponsor certifications for the project and submit to CITY for review and signatures.
4. Provide a detailed scope of work and figures without costs to CITY for obtaining independent fee estimate (IFE) from others.
5. Provide a project schedule to CITY and FAA. Up to 2 revisions are anticipated.
6. Prepare FAA form 7460 for submittal to FAA for overall construction.
7. Prepare Strategic Event Notification forms for submittal to FAA. Up to 3 submittals are anticipated.
8. Coordinate FAA Reimbursable Agreement for the flight check of the PAPI and REIL installation.
9. Coordinate project team and sub-consultants.
10. Conduct in-house QA/QC review of design elements and project deliverables.
11. Prepare and submit FAA Quarterly Performance Reports throughout the project.

Deliverables:

- **Scope of work**
- **Budget**
- **IFE Worksheet**
- **Project Schedule**

- **Grant Pre-Application**
- **Pre-design meeting minutes**
- **Monthly Invoices**
- **Meeting Minutes**

Task 1 Due: February 28, 2025, with invoices and meeting minutes for the project duration

Task 2 Design Surveying

1. Establish horizontal (NAD 83 2011 EPOCH 2010) and vertical control (NAVD 88) for survey work at the airport. Establish one benchmark for elevation control and a minimum of two additional points for horizontal control. The survey will be tied to Brookings Airport PACS and SACS, if they exist.
2. Conduct a topographic survey of the following areas:
 - Runway 12-30 pavement limits and extending away from the edge of pavement to the East and West of the Runway centerline approximately 50'. Survey area shall extend to the North and South of the Runway thresholds approximately 150' as well. The survey shall tie the Runway centerline.
 - The electrical home run. 25' wide along the run.
 - The electrical building, beacon, and surrounding area.
 - The lighted wind cone area and the path of the circuit.
 - The PAPI areas from the pavement edge to 90' from the edge, 30' wide.

Survey data, on pavement, shall be collected at cross sections on a 25' (maximum) interval. At each cross section, shots shall be taken on centerline, 15' from centerline, edge of pavement (on pavement), edge of pavement (on shoulder), 20' from edge of pavement, and 25' from edge of pavement.

Survey data, not on pavement, shall be collected at cross sections on a 50' (maximum) interval. Sufficient shots shall be taken to accurately depict natural grade elevations between shots to the tolerances below.

Elevations on pavement and drainage structures, shall be accurate to 0.05 feet. Natural ground elevations shall be accurate to 0.10 feet

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, signs, ditches, swales, drainage structures, fences, buildings, tie-down anchors, pavement edges (AC and PCC) gravel areas, utilities, test pits, pavement core locations, NAVAIDS and other structures or surface features within the survey limits. Property line and boundary surveying is not included.

3. Contact the utility notification ("one call") center to request utility locates within the survey limits.

4. Engage a utility locate firm to locate on-airport utilities and coordinate on-airport utility locations with CITY.
5. Develop a contour map at a scale of 1"=50' for use in the design. The contour interval shall be 0.5 feet. Consultant will be responsible for combining new survey data with existing to create an overall map for use in design.

Deliverables:

- **Survey Map**

Task 2 Due: October 1, 2024

Task 3 Preliminary Design

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Conduct a site visit to document site conditions coinciding with geotechnical and/or survey work. Assume Project Manager and Project Engineer will attend.
3. Develop alternatives for phasing of the work that maintains safe operations during construction.
4. Provide the electrical design for the proposed improvements. Prepare electrical plans and details for construction of new items.

Electrical components include:

1. Demolition and replacement of the existing MIRL system.
 2. Demolition and replacement of the existing PAPI system.
 3. Demolition and replacement of existing lighted windsock.
 4. Demolition and replacement of existing Airport Beacon.
 5. Demolition and replacement of the existing electrical equipment in the equipment building.
 6. Installation of new Runway 12-30 REIL units
 7. Electrical power distribution and regulation equipment.
5. Prepare miscellaneous details required for construction.
 6. Prepare a preliminary (50%) cost estimate.
 7. Conduct a meeting with CITY staff to review preliminary design and cost. Assume Project Manager and Project Engineer will attend. All key design components will be developed to a level consistent with a 50% level of completion.
 8. Prepare a Construction Safety and Phasing Plan (CSPP) and submit to FAA for approval.
 9. Prepare and submit FAA form 7460.

10. Contact Oregon DEQ to discuss NPDES requirements. Document if a waiver of NPDES requirements is obtained. If necessary, prepare an erosion and sediment control plan (ESCP) and a NPDES 1200-C permit application and obtain the permit on behalf of CITY. The CITY will pay permit application fees.
11. Prepare 90% Plans for review and approval by FAA and for CITY review and comment. A total of 25 sheets are anticipated.
12. Prepare 90% specifications including contract boilerplate and technical specifications for the Project. Develop specifications using Advisory Circular 150/5370-10 (latest edition), Standards for Specifying Construction of Airports.
13. Perform a quantity takeoff and cost estimate based on 90% plans and specifications.
14. Prepare a design report for FAA based on the 90% document, which will include a Life Cycle Cost Analysis (LCCA) of incandescent lights and signs versus LED lights and signs.
15. Prepare copies of the 90% project documents. Submit two sets to FAA for review and approval, and two sets for CITY review and comment. A total of four sets of review documents are anticipated.
16. Solicit, receive, and record all comments on preliminary design from CITY and FAA.

Deliverables:

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

Task 3 Due: January 21, 2025

Task 4 Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final construction drawings.
3. Provide the final contract specifications.
4. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.
5. Submit final construction documents to CITY and FAA for review and approval.
6. Provide electronic files for CITY to upload to OregonBuys for bidding.

7. Provide 6 sets of contract documents for bidding. Four sets for the CITY and two sets for the FAA.

Deliverables:

- **Final Construction Drawings**
- **Final Bid Documents and Specifications**
- **Final Engineer's Construction Cost Estimate**

Task 4 Due: February 11, 2025

Task 5 Bidding Services

1. Answer technical questions during bidding.
2. Prepare addenda as necessary to clarify bid documents. Addenda will be distributed by the CONSULTANT to the CITY and posted on Oregon Buys website.
3. Coordinate, attend, and facilitate a pre-bid conference for the project via Microsoft Teams. Prepare meeting agenda, sign-in sheet. Compile and submit meeting minutes to the CITY. The project manager and project engineer will attend the meeting.
4. Assist the CITY with and attend the bid opening for the project. The project manager and project engineer will attend the bid opening. A bid tabulation will be prepared to assist the CITY.
5. Make a recommendation to the CITY for award of bid.

Deliverables:

- **Records of bidder correspondence**
- **Addenda as necessary**
- **Pre-Bid Sign-in Sheet, Agenda and meeting notes**
- **Bid analysis**
- **Bid tabulation**
- **Award Recommendation**

Task 2 Due: March 31, 2025

Task 6 Grant Closeout

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

Deliverables:

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

Task 6 Due: April 30, 2025

Task 7 – DBE Program and Goal Setting

Consultant shall:

1. Contact FAA Office of Civil Rights for latest DBE plan template materials.
2. Using the current FAA template plan and the FFY21/22/23 CITY's DBE Program, if available, assemble a new program tailored to the CITY's DBE efforts and associated staff.
3. Assemble a list of all projects in the FFY 24/25/26 CIP for Brookings Airport that are expected to utilize Federal funds.
4. Establish a market area for the airport and associated project(s).
5. Break down preliminary project costs by various NAICS codes.
6. Determine the availability of DBE and non-DBE firms for each project's NAICS codes and associated market areas; a firm is considered DBE if it has been designated as such by COBID.
7. Calculate the overall DBE goals for the airport. The report shall outline the DBE goal methodology. No projects shall be considered "exempt" since the CITY receives, in total, over \$250,000 per year in FAA funding.
8. Utilize the Statewide Disparity Study data to make Step 2 adjustments where needed for Race Conscious/Race Neutral participation and historical DBE participation and finalize DBE goals.
9. Assist the Agency as necessary with publishing the Program and Goals for public comment, conducting the required Consultation, and aggregating the resulting comments for inclusion in the DBE Program document.
10. Submit the DBE Program and Goal Methodologies to the Agency for review and comment prior to submitting to the FAA.
11. Submit the DBE Program and Goal Methodologies to FAA for review and approval.
12. Make updates in the DBE Program and Goal if warranted by comments from the FAA and resubmit for approval.

Deliverables:

- **DBE Program**
- **DBE Goal Methodology Attachments for Statewide programs**

Task 7 Due: December 6, 2024 or until the FAA has approved the DBE Program and FFY24-26 Goal, whichever is later.

PHASE II – SERVICES DURING CONSTRUCTION

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

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 9, 2024

Originating Dept: PW/DS



 Signature (submitted by)


 City Manager Approval

Subject: Ranney Collector Intake Pump Replacement

Recommended Motion: Authorize City Manager to enter into an agreement with Pump Tech LLC in the amount of \$109,950 to replace the Ranney Collector Intake Pump #3.

Financial Impact: \$109,950 to be funded from the Water SRF Fund.

Background/Discussion:

During a routine annual inspection performed on the intake pumps at the Ranney Collector in August of 2019 it was discovered that intake Pump #3 was cavitating during operation. Due to the condition of the Raw Water Intake Pump #1 and column, Jacobs recommended the replacement of Pump #1 which was completed in 2021. It was also recommended at that time, due to the age of the structure and pumps, that additional pump and motor replacements be planned for in upcoming years.

Jacobs initiated a request for proposal (RFP) process in order to obtain three qualified bids to do the work. Two separate suppliers submitted bids on the project and one declined. Pump Tech LLC was the low bidding supplier. The proposed plan is for a full replacement of Pump #3. Jacobs is recommending replacement of Pump #2 in the next 2-4 years.

Bidder	Bid
Pump Tech LLC	\$109,950
Siskiyou Pump Service Inc.	\$115,137
Triangle Pump & Equipment	Declined

After the work has been completed, dive inspections by qualified divers will be scheduled periodically for the ongoing monitoring of the intake structure and pump condition.

Attachments:

- a. Pump Tech LLC Quote



PumpTech, LLC
 321 S. Sequoia Parkway
 Canby, OR 97013
 Phone: 503-659-6230
 Fax: 503-659-8718
 bkelly@pumptechnw.com

Sales Quotation

Customer#: 0176488

TO:
 apinvoices@ch2m.com
 Jacobs Engineering
 PO Box 241329
 *****Email invoice:
 USAPinvoices@jacobs.com
 Denver, CO 80224
 Fax: 720-286-9313

Salesperson: Ben Kelly / Jeff Weekly
 Lead Time:
 FOB: FOB ORIGIN - FFA
 Ship Via: BEST WAY

Quote #: 0185563-A
 Date: 8/16/2024
 Expires: 9/26/2024

Project Name: Brookings Intake Pump Replacement

Item		Price	Qty	Extend
9001-240816-010	Goulds Wet Pit/Open Sump Lineshaft Turbine: Open Lineshaft, VIT-FFTM 12FDLC, 2 Stages	49,635.00	1.00	49,635.00
HO40V2BLG	US Motor 40 HP WPI 1785 RPM	6,735.00	1.00	6,735.00
7810AC	Val-Matic Model #7810AC Check Valve	6,935.00	1.00	6,935.00
Spool	10" Flanged Spool x 8.75" Long	905.00	1.00	905.00
9666219R005	DeZurik 10" Gate Valve	4,854.00	1.00	4,854.00
Installation	Two Days Travel + One Day Pull & Install	29,355.00	1.00	29,355.00

NOTICE: ONGOING GLOBAL AND DOMESTIC SUPPLY INSTABILITIES

Due to the global supply chain disruptions, and material shortages, PumpTech, LLC is unable to guarantee any current or previously quoted lead times. We always work vigorously to fulfill all orders as quickly as possible. Due to the continuous and ongoing global freight and material price increases, we are strictly following our Quotation Validity Time of 30 days from the date of the quote. We are doing our best to contain both costs and shipment dates.

Estimated lead times are subject to prior sale, availability and current shop loads. Lead times will be determined, per order, at the time of receipt of order acknowledgment from our suppliers. Once we have received acknowledgment, we will alert you to the current lead time. Where applicable, lead times will not begin until: internal engineering review and approval, 100% signed off approved submittals, and signed off drawings and/or contract approval. Freight is not included in this quote, unless specifically stated. PumpTech, LLC will not accept any penalties or LD's for any delays caused by COVID-19, material shortages, supply chain issues, or transportation delays.

SubTotal 98,419.00

The above order is subject to Pumptechn, LLC's standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Sales Tax: 8,070.36

Name: _____ Title: _____

Total - Check/Cash: 106,489.36

Total - Card: 109,950.26



FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTECH, LLC, comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTECH, LLC (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTECH, LLC's acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTECH, LLC communicates to Purchaser via PUMPTECH, LLC's acknowledgement, in writing. PUMPTECH, LLC's obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTECH, LLC, whether or not they would materially alter the Agreement, and PUMPTECH, LLC hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTECH, LLC prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTECH, LLC prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTECH, LLC's payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTECH, LLC may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTECH, LLC's "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTECH, LLC's facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTECH, LLC chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTECH, LLC in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTECH, LLC has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTECH, LLC, PUMPTECH, LLC, at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTECH, LLC elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTECH, LLC pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTECH, LLC for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTECH, LLC shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTECH, LLC are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTECH, LLC receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTECH, LLC's sole obligation shall be, at PUMPTECH, LLC's option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTECH, LLC shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTECH, LLC's shop in Bellevue, Washington or to such location as PUMPTECH, LLC may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTECH, LLC in such a state that PUMPTECH, LLC may inspect the item immediately upon PUMPTECH, LLC's receipt thereof. If found to be defective, PUMPTECH, LLC will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECT TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTECH, LLC's liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim. PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTECH, LLC BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND. INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTECH, LLC and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTECH, LLC's services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTECH, LLC and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)

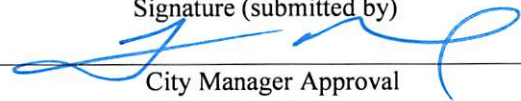
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 9, 2024

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

Subject:

Approval of settlement agreement with St. Timothy's Episcopal Church.

Recommended Motion:

Approve the settlement agreement with St. Timothy's Episcopal Church in the matter of *St. Timothy's Episcopal Church et al. v. City of Brookings*, Case No. 1:22-cv-00156-CL.

Financial Impact: \$400,000.

Background/Discussion:

On January 8, 2022, St. Timothy's Episcopal Church filed a lawsuit against the City of Brookings, challenging the City's benevolent meals ordinance, which allowed charitable meals to be served in residential neighborhoods with a conditional use permit.

On March 27, 2024, Magistrate Judge Mark Clarke granted summary judgment to St. Timothy's. Since the church was the prevailing party in the lawsuit, it is entitled to attorney's fees and costs. Stoel Rives, the law firm which represented St. Timothy's, has charged \$498,412.00 for its work on the lawsuit.

Over the past several months, the City and St. Timothy's have been in negotiations to settle the attorney fee matter and several other outstanding issues related to the lawsuit.

The parties have reached an agreement, the terms of which are contained in the attached settlement agreement document.

The City agrees to pay \$357,000.00 to Stoel Rives and \$43,000.00 to the Oregon Justice Resource Center, and also agrees to repeal the benevolent meals ordinance and to withdraw its abatement notice issued to the church for other "charitable services" it has been providing at the church. In turn, St. Timothy's agrees to withdraw its appeal of the abatement notice to the Land Use Board of Appeals.

Attachments:

a. Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of September 11, 2024 (“Effective Date”), by and between St. Timothy’s Episcopal Church (“St. Timothy’s”), The Diocese of Oregon, dba The Episcopal Church in Western Oregon (“Diocese”), and the Reverend James Bernard Lindley (“Father Lindley,” and collectively with St. Timothy’s and the Diocese, the “Plaintiffs”), on the one hand, and the City of Brookings (“City”), on the other. The Plaintiffs and the City are referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

A. St. Timothy’s is a non-profit mission church of the Diocese located at 401 Fir Street in Brookings, Oregon (the “Property”). St. Timothy’s has operated a church on the Property since 1953. In 1989, when the Brookings Land Development Code was adopted, the Property was included within an R-1 (residential) zone, in which it remains today. Father Lindley has been the vicar at St. Timothy’s since 2008.

B. Consistent with Plaintiffs’ Christian faith, St. Timothy’s has provided and continues to provide various charitable services to the community. As relevant to this Agreement, those charitable services include a free meal service (the “Feeding Ministry”) and all charitable needs services that have occurred prior to August 7, 2024, including those that are continuing to occur as of the date of this Agreement (“Charitable Needs Ministries”). For the avoidance of doubt, those Charitable Needs Ministries include:

i. Basic needs services: Offering opportunities for showers/hygiene; distributing survival supplies, food, clothes, and laundry vouchers; serving coffee, tea, light/continental breakfast and snacks; offering opportunities for mail pick-up; providing a place to read, relax, socialize, and charge phones; providing meals; walkers/canes/wheelchairs/etc.

ii. Medical services: Providing space for primary care and mental health services; providing testing for contagious diseases; providing vaccinations; providing treatment and therapy referrals for contagious diseases and for substance use & mental health.

iii. Advocacy and accompaniment services: Assisting people with obtaining birth certificates, identification, and driving licenses, enrolling in health insurance programs, and applying for jobs, housing, and disability insurance; coordinating transportation to medical and support services; organizing resources for food boxes and other disaster relief; providing chaplain support.

iv. Legacy advocacy ministry: Legal aid for non-fee-generating matters regarding basic human needs and use of public benefits (nutrition, housing, disability, advanced age, etc.), and referrals for other legal matters.

C. In October 2021, the City adopted Ordinance 21-O-795, enacted as Brookings Municipal Code 17.08.020 (B Terms), 17.20.040.V, 17.24.040.W, 17.29.040.U, and 17.124.050, limiting service of benevolent meals without charge in residential zones to two days per week, three hours per day. Ordinance 21-O-795 was subsequently amended in or around November 2023 by Ordinance 23-O-809 (collectively, the “Ordinance”).

D. On or about January 28, 2022, Plaintiffs initiated a lawsuit in the United States District Court for the District of Oregon, captioned *St. Timothy’s Episcopal Church et al. v. City of Brookings*, Case No. 1:22-cv-00156-CL (the “Federal Action”), challenging the Ordinance under federal and state law. The Federal Action sought an order declaring that the Ordinance was unlawful and permanently enjoining the City from enforcing the Ordinance.

E. On April 14, 2023, the City delivered a Notice of Abatement to St. Timothy’s directing St. Timothy’s to cease its feeding ministry and other social services (“Notice to Abate”). Plaintiffs filed objections to and an appeal of the Notice to Abate as it pertained to St. Timothy’s other “social services.” On January 22, 2024, the City issued its Final Order in the Matter of an Appeal of Planning Commission File No. APP-1-23; Denying the Appeal of a Notice of Abatement Issued April 14, 2023 to St. Timothy’s Episcopal Church (the “Final Order”). Plaintiffs initiated an appeal of the Final Order with the Land Use Board of Appeals on or about February 12, 2024 (the “LUBA Appeal”).

F. On October 6, 2023, the Parties filed cross-motions for summary judgment (ECF Nos. 43, 54). On November 28, 2023, the City filed a motion to dismiss (ECF No. 75). On March 27, 2024, the Court issued an order granting Plaintiffs’ motion for summary judgment and denying the City’s motions (ECF No. 94). On or around May 9, 2024, the Court entered a judgment that, among other things, declared the Ordinance unlawful under the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc (“RLUIPA”) and permanently enjoined the City from enforcing the Ordinance (ECF No. 97, the “Judgment”).

G. In May 2024, Plaintiffs filed a motion for attorney fees and costs in the Federal Action (the “Fee Motion”).

H. The Parties recognize that continued litigation with respect to the Fee Motion in the Federal Action and the LUBA Appeal would require substantial time, effort, and expense unless the Federal Action is settled and the LUBA Appeal is dismissed in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

AGREEMENT

1. **Settlement Payment.** Within ten (10) days of the Effective Date, the City shall pay Plaintiffs the total amount of four hundred thousand dollars (\$400,000.00) for Plaintiffs’ attorney fees and costs. This payment shall be made as follows:

- a. Payment to Stoel Rives LLP: The City shall pay three hundred fifty-seven thousand dollars (\$357,000.00) to the Stoel Rives LLP Oregon IOLTA via ACH transfer pursuant to instructions from Plaintiffs' counsel that will be provided by separate confidential email on or before the Effective Date.
 - b. Payment to Oregon Justice Resource Center: The City shall pay forty-three thousand dollars (\$43,000.00) to Oregon Justice Resource Center via ACH transfer pursuant to instructions from Plaintiffs' counsel that will be provided by separate confidential email on or before the Effective Date.
2. Permitted Use of Property. Plaintiffs are allowed to provide the Charitable Needs Services and the Feeding Ministry on the Property.
3. Repeal of Ordinance. The Ordinance has been repealed and shall remain repealed pursuant to the Judgment in the Federal Action.
4. Withdrawal of Notice to Abate and Final Order. The City formally withdraws the Notice to Abate and will not assess any fines thereunder. The City shall not reinstate enforcement proceedings against St. Timothy's for provision of any of its Charitable Needs Ministries. The City also formally rescinds its Final Order.
5. Dismissal of LUBA Appeal. Within ten (10) days of the Effective Date, Plaintiffs shall file a stipulated dismissal of the LUBA Appeal without fees or costs to either party
6. Federal Action. Within three (3) days after receipt of the Settlement Payment, Plaintiffs shall notify the Court of the Parties' Agreement and shall withdraw the Fee Motion as moot. The Judgment will remain in place and will be fully enforceable. The City agrees not to seek to appeal or otherwise challenge the Judgment in the Federal Action.
7. Voluntary and Informed Assent. The Parties represent and agree that they each have read and fully understand this Agreement, that they are fully competent to enter into and sign this Agreement, and that they are executing this Agreement voluntarily, free of any duress or coercion. The Parties have all had an opportunity to seek legal advice from legal counsel of each Party's choosing with respect to the advisability of executing this Agreement.
8. Entire Agreement. Each Party has read this Agreement and understands its contents. This Agreement contains the entire agreement and understanding between the Parties and supersedes and replaces all prior negotiations and proposed agreements, written or oral. No amendments, modifications or supplements to this Agreement may be made other than by a writing signed by the Parties, which writing must refer to this Agreement. The terms of this Agreement are contractual and not a mere recital.
9. Authority. Each Party hereto represents that it has full authority to execute and be bound by this Agreement.

10. Notices. All notices and other communications required by or relating to this Agreement shall be in writing and shall be deemed given when delivered both by a recognized overnight courier service and by e-mail transmission at the following addresses, or at such other addresses for a Party as shall be specified.

a. If to Plaintiffs, then to:

Rev. Bernard Lindley
St. Timothy's Episcopal Church
401 Fir Street
Brookings, Oregon 97415
bernie97415@gmail.com

Right Reverend Diana Akiyama
Episcopal Church in Western Oregon
P.O. Box 22310
Milwaukie, OR. 97269
bishopakiyama@ecwo.org

With a copy to:

Samantha K. Sondag
Stoel Rives LLP
760 SW Ninth Ave., Suite 3000
Portland, OR 97205
samantha.sondag@stoel.com

b. If to the City, then to:

Tim Rundel, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415
trundel@brookings.or.us

With a copy to:

Lori Cooper
Local Government Law Group, P.C.
975 Oak Street, Suite 700
Eugene, OR 97401
lori@localgovtlaw.com

11. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts may be transmitted by facsimile or electronic scan, and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement.

12. **Interpretation.** The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction (i) against the Party causing all or any part of such instrument to be drafted, or (ii) in favor of the Party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any Party.

13. **Severability.** If any provision of this Agreement is determined to be invalid, then the validity of the remaining provisions shall not be affected, the invalid provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

14. **Binding Agreement.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, administrators, executors, trustees, legal representatives, corporate parents, corporate subsidiaries, successors, predecessors, assigns, agents, employees, insurers, and transferees.

15. **No Waiver.** No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement, nor shall any waiver of any breach or default of any Party be deemed a waiver of any default or breach subsequently arising.

16. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and interpreted under the laws of the State of Oregon. Any legal suit, action, or proceeding arising out of this Agreement shall be filed in any court of competent jurisdiction in Oregon and the substantially prevailing party in such action shall be entitled to its reasonable fees and costs.

17. **Meet and Confer Requirement.** Should any dispute arise between the Parties relating to this Agreement, the Parties shall engage in the following conferral process before initiating any suit, action, or proceeding pursuant to paragraph 16, *supra*. The disputing party (the "Complainant") shall provide the other Party or Parties (the "Responding Party") with written notice (the "Dispute Notice") describing the precise nature of the dispute. The Dispute Notice shall contain whatever evidence or information the Complainant possesses and believes is relevant to the dispute. Within ten (10) court days after receipt of the Dispute Notice, the Responding Party shall provide whatever evidence or information the Responding Party possesses and believes is relevant to the Dispute. Within twenty (20) court days following service of the Dispute Notice, the Parties shall meet and confer in an informal effort to resolve the dispute without any further proceedings. If the dispute is resolved through the Meet and Confer process, the Parties shall memorialize their resolution of the Dispute in a writing to be signed by the Parties.

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18. Costs. Except as otherwise provided herein, each Party shall bear its own costs and expenses, including attorney fees and costs incurred in connection with the Federal Action, LUBA Appeal, and the negotiation and execution of this Agreement.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE CITY OF BROOKINGS

By:

Its:

Date:

ST. TIMOTHY'S EPISCOPAL CHURCH, BY AND THROUGH THE DIOCESE OF OREGON, DBA THE EPISCOPAL DIOCESE OF OREGON

By:

Its:

Date:

REVEREND JAMES BERNARD LINDLEY

By:

Its:

Date:

Report Criteria:
 Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/30/2023	88370	6013	Compass Rose Cafe	32-00-2005	300.00- V
08/23	08/15/2023	90267	3834	Clean Sweep Janitorial Service	25-00-2005	175.00- V
08/23	08/09/2023	90342	6213	RSR Group Inc	10-00-2005	5,684.54- V
08/23	08/03/2023	90344	5876	Advanced Reporting LLC	10-00-2005	220.00
08/23	08/03/2023	90345	5908	Amazon Capital Services	49-00-2005	175.36
08/23	08/03/2023	90346	313	Brookings Vol Firefighters	10-00-2005	2,250.00
08/23	08/03/2023	90347	715	Budge McHugh Supply	20-00-2005	5,363.83
08/23	08/03/2023	90348	5567	CAL/OR Insurance Agency	30-00-2005	683.33
08/23	08/03/2023	90349	6031	Cascade Home Center	15-00-2005	429.53
08/23	08/03/2023	90350	5952	Chetco Auto Marine & Industrial Supply	15-00-2005	200.58
08/23	08/03/2023	90351	6214	Chetco Trader Pawn Shop	10-00-2005	6,864.12
08/23	08/03/2023	90352	3834	Clean Sweep Janitorial Service	10-00-2005	2,222.00
08/23	08/03/2023	90353	5827	Coastal Investments LLC	10-00-2005	960.00
08/23	08/03/2023	90354	1745	Coastal Paper & Supply, Inc	10-00-2005	1,759.77
08/23	08/03/2023	90355	1620	Curry County Community Development	10-00-2005	247.50
08/23	08/03/2023	90356	4746	Curry County Treasurer	10-00-2005	240.00
08/23	08/03/2023	90357	317	DCBS - Fiscal Services	10-00-2005	110.88
08/23	08/03/2023	90358	1	Reverend Cindy Elliott	20-00-2005	133.22
08/23	08/03/2023	90359	2640	Dyer Partnership, The	52-00-2005	28,658.28
08/23	08/03/2023	90360	5804	Early Management Team Inc	50-00-2005	2,000.00
08/23	08/03/2023	90361	749	Emerald Pool & Patio	10-00-2005	220.49
08/23	08/03/2023	90362	5432	First Community Credit Union	25-00-2005	4,662.00
08/23	08/03/2023	90363	6097	GP Energy	10-00-2005	3,820.59
08/23	08/03/2023	90364	6030	Hartwick Automotive LLC	10-00-2005	1,189.33
08/23	08/03/2023	90365	4171	In-Motion Graphics	10-00-2005	275.00
08/23	08/03/2023	90366	328	Les Schwab Tire Center	10-00-2005	998.64
08/23	08/03/2023	90367	4261	Lexipol LLC	10-00-2005	8,296.65
08/23	08/03/2023	90368	4269	Gary Milliman	10-00-2005	325.00
08/23	08/03/2023	90369	6215	Mobile Madness Medford	10-00-2005	15.00
08/23	08/03/2023	90370	4443	Napa Auto Parts-Golder's	15-00-2005	79.24
08/23	08/03/2023	90371	5008	Online Information Services	10-00-2005	132.71
08/23	08/03/2023	90372	5155	Oregon Department of Revenue	10-00-2005	750.00
08/23	08/03/2023	90373	6167	Paragon Property Management	10-00-2005	7.56
08/23	08/03/2023	90374	4	Adrienne LaCroix	10-00-2005	244.00
08/23	08/03/2023	90375	322	Postmaster	20-00-2005	2,150.00
08/23	08/03/2023	90376	6216	Pure Water Aquatics	10-00-2005	3,443.92
08/23	08/03/2023	90377	207	Quill Corporation	10-00-2005	589.56
08/23	08/03/2023	90378	612	Strahm's Sealcoat & Striping	61-00-2005	6,808.00
08/23	08/03/2023	90379	142	Tidewater Contractors Inc	20-00-2005	518.67
08/23	08/03/2023	90380	3752	Trace Analytics, LLC	10-00-2005	89.00
08/23	08/03/2023	90381	2863	Verizon Wireless	10-00-2005	713.67
08/23	08/03/2023	90382	861	Village Express Mail Center	10-00-2005	37.61
08/23	08/03/2023	90383	2122	Cardmember Service	10-00-2005	9,099.06
08/23	08/03/2023	90384	5992	Ziply Fiber	30-00-2005	187.21
08/23	08/03/2023	90385	4131	Zumar Industries Inc	15-00-2005	248.89
08/23	08/10/2023	90386	4508	Assoc of International CPAs	10-00-2005	340.00
08/23	08/10/2023	90387	5908	Amazon Capital Services	49-00-2005	899.99
08/23	08/10/2023	90388	4734	Aramark Uniform Services	10-00-2005	120.00
08/23	08/10/2023	90389	6121	AutoZone Inc	10-00-2005	60.37
08/23	08/10/2023	90390	4939	Bi - Mart Corporation	10-00-2005	258.14
08/23	08/10/2023	90391	2407	Blue Star Gas	10-00-2005	2,970.26
08/23	08/10/2023	90392	6038	Ray Branion	10-00-2005	259.00
08/23	08/10/2023	90393	5070	Canon Solutions America	10-00-2005	57.90

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/23	08/10/2023	90394	5822	Chaves Consulting Inc	49-00-2005	370.20
08/23	08/10/2023	90395	4928	CIS Trust	30-00-2005	251,623.67
08/23	08/10/2023	90396	6217	CNA Surety Direct Bill	10-00-2005	350.00
08/23	08/10/2023	90397	185	Del Cur Supply	10-00-2005	119.60
08/23	08/10/2023	90398	1	Michael Failor	20-00-2005	212.42
08/23	08/10/2023	90399	1	Brian Walker	20-00-2005	300.00
08/23	08/10/2023	90400	1	Scott Addy	20-00-2005	300.00
08/23	08/10/2023	90401	1	Peter Brown	20-00-2005	226.28
08/23	08/10/2023	90402	1	Zachary Crehan	20-00-2005	196.78
08/23	08/10/2023	90403	1	Christopher & Courtney Kelly	20-00-2005	200.00
08/23	08/10/2023	90404	1	Stacy Mallie	20-00-2005	130.64
08/23	08/10/2023	90405	1	Carol Raper	20-00-2005	199.53
08/23	08/10/2023	90406	1	Jacob Butler	20-00-2005	8.23
08/23	08/10/2023	90407	371	DEQ - CRIS	25-00-2005	161.94
08/23	08/10/2023	90408	4595	Doctor "D" Autocare	10-00-2005	1,889.47
08/23	08/10/2023	90409	3342	Fastenal	20-00-2005	31.13
08/23	08/10/2023	90410	5004	Galls LLC	10-00-2005	474.00
08/23	08/10/2023	90411	139	Harbor Logging Supply	10-00-2005	1,139.69
08/23	08/10/2023	90412	4171	In-Motion Graphics	61-00-2005	175.00
08/23	08/10/2023	90413	4980	iSecure	10-00-2005	33.00
08/23	08/10/2023	90414	5858	Jacobs Engineering Group Inc	25-00-2005	132,129.50
08/23	08/10/2023	90415	5858	Jacobs Engineering Group Inc	53-00-2005	117,707.60
08/23	08/10/2023	90416	6175	Sophia Lucero	10-00-2005	359.19
08/23	08/10/2023	90417	4487	Net Assets Corporation	10-00-2005	180.00
08/23	08/10/2023	90418	3159	NorthCoast Health Screening	10-00-2005	90.00
08/23	08/10/2023	90419	252	Paramount Pest Control	10-00-2005	140.00
08/23	08/10/2023	90420	207	Quill Corporation	10-00-2005	369.06
08/23	08/10/2023	90421	6094	SAIF Corporation	10-00-2005	314.52
08/23	08/10/2023	90422	582	South Coast Office Supply	10-00-2005	300.64
08/23	08/10/2023	90423	6219	Cameron Stewart	10-00-2005	295.00
08/23	08/10/2023	90424	797	Town & Country Animal Clinic	61-00-2005	42.40
08/23	08/10/2023	90425	4542	Umpqua Bank	45-00-2005	5,322.00
08/23	08/10/2023	90426	169	Waste Connections Inc	10-00-2005	1,286.92
08/23	08/10/2023	90427	6218	Andrew Yock	10-00-2005	295.00
08/23	08/10/2023	90428	5992	ZiPLY Fiber	30-00-2005	191.30
08/23	08/17/2023	90429	3015	Charter Communications	10-00-2005	749.96
08/23	08/17/2023	90430	3834	Clean Sweep Janitorial Service	25-00-2005	175.00
08/23	08/17/2023	90431	5450	Complete Wireless Technologies	10-00-2005	225.00
08/23	08/17/2023	90432	182	Coos-Curry Electric	10-00-2005	54.64
08/23	08/17/2023	90433	5951	Executech Utah LLC	49-00-2005	30.40
08/23	08/17/2023	90434	6097	GP Energy	10-00-2005	4,075.29
08/23	08/17/2023	90435	6165	Stephanie Herzog	15-00-2005	17.00
08/23	08/17/2023	90436	5858	Jacobs Engineering Group Inc	20-00-2005	20,232.30
08/23	08/17/2023	90437	6187	Richard Kolb Jr	15-00-2005	17.00
08/23	08/17/2023	90438	6065	Local Government Law Group PC	10-00-2005	3,460.50
08/23	08/17/2023	90439	6220	Keyya Malmberg	10-00-2005	34.95
08/23	08/17/2023	90440	4981	McLennan Excavation, Inc	52-00-2005	54,905.39
08/23	08/17/2023	90441	5789	Moss Adams LLP	75-00-2005	5,000.00
08/23	08/17/2023	90442	687	Owen Equipment Company	25-00-2005	2,572.94
08/23	08/17/2023	90443	4	Elizabeth Webb	10-00-2005	244.00
08/23	08/17/2023	90444	5195	Sonsray Machinery LLC	15-00-2005	675.15
08/23	08/17/2023	90445	380	Stadelman Electric Inc	10-00-2005	97.10
08/23	08/17/2023	90446	5829	Transport Wisdom LTD	15-00-2005	260.00
08/23	08/17/2023	90447	5992	ZiPLY Fiber	10-00-2005	221.44
08/23	08/17/2023	90448	4131	Zumar Industries Inc	15-00-2005	1,254.98
08/23	08/24/2023	90472	5908	Amazon Capital Services	49-00-2005	118.85

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08/23	08/24/2023	90473	6223	Thomas Bettlejewski	10-00-2005	58.00
08/23	08/24/2023	90474	5048	Brookings Harbor Medical Center	10-00-2005	150.00
08/23	08/24/2023	90475	5070	Canon Solutions America	10-00-2005	313.05
08/23	08/24/2023	90476	6212	Sarah Michelle Chavez	10-00-2005	225.00
08/23	08/24/2023	90477	173	Curry Equipment	10-00-2005	1,599.32
08/23	08/24/2023	90478	2640	Dyer Partnership, The	52-00-2005	36,973.64
08/23	08/24/2023	90479	749	Emerald Pool & Patio	10-00-2005	2,895.21
08/23	08/24/2023	90480	3342	Fastenal	25-00-2005	612.67
08/23	08/24/2023	90481	5657	Gold Form & Label Company	25-00-2005	1,826.44
08/23	08/24/2023	90482	6221	Kittelson & Associates Inc	75-00-2005	14,062.50
08/23	08/24/2023	90483	3978	KLB Enterprises	15-00-2005	808.00
08/23	08/24/2023	90484	4981	McLennan Excavation, Inc	20-00-2005	4,559.00
08/23	08/24/2023	90485	4	Tim Hartzell	10-00-2005	244.00
08/23	08/24/2023	90486	4	Susan Sullivan	10-00-2005	258.00
08/23	08/24/2023	90487	4	Stephanie Liles	10-00-2005	244.00
08/23	08/24/2023	90488	4546	Pump Tech, LLC	50-00-2005	10,481.28
08/23	08/24/2023	90489	207	Quill Corporation	10-00-2005	205.94
08/23	08/24/2023	90490	6134	Patrick Smith	10-00-2005	1,240.80
08/23	08/24/2023	90491	6222	Travis Stover	10-00-2005	125.00
08/23	08/24/2023	90492	142	Tidewater Contractors Inc	51-00-2005	170,129.05
08/23	08/24/2023	90493	5071	Wes' Towing	10-00-2005	767.00
08/23	08/24/2023	90494	5992	Ziply Fiber	25-00-2005	1,043.58
08/23	08/31/2023	90495	5908	Amazon Capital Services	10-00-2005	913.51
08/23	08/31/2023	90496	5871	BALCO Uniform Co Inc	10-00-2005	1,191.53
08/23	08/31/2023	90497	5048	Brookings Harbor Medical Center	25-00-2005	150.00
08/23	08/31/2023	90498	5598	Brookings Harbor Veterinary Hospital	61-00-2005	538.31
08/23	08/31/2023	90499	6147	Bullard Law	10-00-2005	4,330.45
08/23	08/31/2023	90500	6073	Carpenter Point S	10-00-2005	328.88
08/23	08/31/2023	90501	6031	Cascade Home Center	20-00-2005	1,572.13
08/23	08/31/2023	90502	5842	Century West Engineering Corp	33-00-2005	6,436.00
08/23	08/31/2023	90503	3015	Charter Communications	30-00-2005	699.96
08/23	08/31/2023	90504	4882	Coastal Heating & Air	50-00-2005	418.60
08/23	08/31/2023	90505	6013	Compass Rose Cafe	32-00-2005	300.00
08/23	08/31/2023	90506	182	Coos-Curry Electric	10-00-2005	11,460.94
08/23	08/31/2023	90507	5939	Country Media Inc	32-00-2005	594.61
08/23	08/31/2023	90508	5874	Cumulus Global	49-00-2005	9,216.00
08/23	08/31/2023	90509	1620	Curry County Community Development	10-00-2005	151.25
08/23	08/31/2023	90510	5333	Double D Electric	30-00-2005	1,411.38
08/23	08/31/2023	90511	6115	Douglas A Bergstrom, Ph.D.	10-00-2005	375.00
08/23	08/31/2023	90512	298	Freeman Rock, Inc	50-00-2005	45.14
08/23	08/31/2023	90513	5004	Galls LLC	10-00-2005	24.59
08/23	08/31/2023	90514	6226	Jose Gutierrez	10-00-2005	200.52
08/23	08/31/2023	90515	6227	Darryl Harmon	10-00-2005	207.46
08/23	08/31/2023	90516	4171	In-Motion Graphics	20-00-2005	96.00
08/23	08/31/2023	90517	5733	Thomas W Kerr	10-00-2005	358.92
08/23	08/31/2023	90518	6228	Chris Limon	10-00-2005	451.17
08/23	08/31/2023	90519	123	Motorola Solutions Inc	10-00-2005	250.00
08/23	08/31/2023	90520	6224	NASRO	10-00-2005	500.00
08/23	08/31/2023	90521	5703	PacWest Machinery	15-00-2005	861.49
08/23	08/31/2023	90522	4	Curry County Fair	10-00-2005	398.00
08/23	08/31/2023	90523	3369	Schwabe Williamson & Wyatt PC	20-00-2005	995.00
08/23	08/31/2023	90524	6229	Wayne E Sheffel Jr	10-00-2005	401.04
08/23	08/31/2023	90525	5979	LeeAnn Spring Sheffel	10-00-2005	317.49
08/23	08/31/2023	90526	956	Suiter's Paint & Body	10-00-2005	57.50
08/23	08/31/2023	90527	2863	Verizon Wireless	10-00-2005	713.75
08/23	08/31/2023	90528	861	Village Express Mail Center	10-00-2005	53.35

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08/23	08/31/2023	90529	6225	Amanda Whittemore	32-00-2005	299.75
08/23	08/31/2023	90530	4220	Woof's Dog Bakery	61-00-2005	63.99
08/23	08/31/2023	90531	5992	Ziply Fiber	30-00-2005	210.03
08/23	08/31/2023	90532	5767	Axon Enterprise Inc	10-00-2005	5,652.00
Grand Totals:						<u>1,008,880.14</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:
Report type: Summary