

NEW BUSINESS



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
 - New Outlet
 - Greater Privilege
 - Additional Privilege
 - Other _____

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

Granted Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: Yes No

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① D+B Hospitality Enterprises LLC

② _____ ③ _____

2. Trade Name (dba): TANGENT INN

3. Business Location: 32994 Hwy 99E TANGENT LINN OR 97389
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: SAA
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: N/A
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: DIXIE CREEK SALOON

9. Will you have a manager? Yes No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? TANGENT
(name of city or county)

11. Contact person for this application: Deborah Greiner 971-240-9579
(name) (phone number(s))
4285 Claxton Ct NE Salem 97301 singinglion123@msn.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 5/20/17 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

CONTRACT AMENDMENT

Contract No. 2017-02 – Engineering Contract
Change Letter: 2017-2018

The Agreement by and between the City of Tangent, hereinafter called CITY, and Erwin Consulting Engineering, LLC, hereinafter called CONTRACTOR under which CONTRACTOR was to provide Engineering Services, which was entered into for the period beginning July 1, 2009 and ending June 30, 2010, is hereby amended as follows:

1. Section 4. Time and Termination is amended to extend the ending date of the contract from June 30, 2017 to June 30, 2018.
2. Attachment A. The Billing Rates may be renegotiated in January 2018 if requested by contractor.
3. Agrees to pay CONTRACTOR on a fee for service basis up to a maximum of \$5,000 dollars. CONTRACTOR shall be paid additional monies on a fee for service basis for land use services or other services that do not fall under a General Engineering Service Category, as approved by the council
4. CONTRACTOR'S warranties are amended to include:

"CONTRACTOR represents and warrants that to the best of CONTRACTOR'S knowledge, CONTRACTOR has complied with the tax laws of this state and any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONTRACTOR will continue to comply with the tax laws of this state and any political subdivision of this state during the term of this Agreement. CONTRACTOR'S knowing failure to comply with the tax laws of this state or any political subdivision of this state before CONTRACTOR executed this Agreement or during the term of this Agreement is a default for which CITY may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law."

5. This amendment to the original agreement is effective July 1, 2017

SIGNATURES

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

For: CITY

For: CONTRACTOR

(Signature)
Loel Trulove
Mayor

(Signature)
Jon Erwin
For Erwin Consulting Engineering LLC

CONTRACT AMENDMENT

Contract No 2017-01- Attorney Contract
Change: 2017-2018

This Agreement is by and between CITY OF TANGENT, hereinafter known as CITY, and REEVE KEARNS, PC, hereinafter known as CONTRACTOR, whose principal place of business is located at 610 Alder Street, Portland, OR 97565, which was entered into for the period beginning July 1, 2009 and ending June 30, 2010, is hereby amended as follows:

1. Section 4. Time and Termination is amended to extend the ending date of the contract from June 30, 2017 to June 30, 2018.
2. Agrees to pay CONTRACTOR a fee not to exceed \$20,000 except as specified in the Contract. CONTRACTOR shall be paid additional monies on a fee for service basis for land use services or other services that do not fall under a General Attorney Service Category, as approved by the council.
3. CONTRACTOR'S warranties are amended to include:

"CONTRACTOR represents and warrants that to the best of CONTRACTOR'S knowledge, CONTRACTOR has complied with the tax laws of this state and any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONTRACTOR will continue to comply with the tax laws of this state and any political subdivision of this state during the term of this Agreement. CONTRACTOR'S knowing failure to comply with the tax laws of this state or any political subdivision of this state before CONTRACTOR executed this Agreement or during the term of this Agreement is a default for which CITY may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law."

4. This Amendment is effective July 1, 2017

SIGNATURES

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

For: CITY

For: CONTRACTOR

(Signature)
Loel Trulove
Mayor

(Signature)
Dan Kearns
Reeve, Kearns PC

CONTRACT AMENDMENT

Contract No. 2017-04
Amendment: 2017

This Agreement is by and between CITY OF TANGENT, hereinafter known as CITY, and Eager Beaver Nursery, hereinafter known as CONTRACTOR, whose principal place of business is located at 29201 Hwy 34, Corvallis, OR 97339-1949:

1. Section 4. Time and Termination is amended to extend the ending date of the contract from June 30, 2017 to June 30, 2018.
2. CONTRACTOR'S warranties are amended to include:

"CONTRACTOR represents and warrants that to the best of CONTRACTOR'S knowledge, CONTRACTOR has complied with the tax laws of this state and any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONTRACTOR will continue to comply with the tax laws of this state and any political subdivision of this state during the term of this Agreement. CONTRACTOR'S knowing failure to comply with the tax laws of this state or any political subdivision of this state before CONTRACTOR executed this Agreement or during the term of this Agreement is a default for which CITY may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law."

3. This amendment is effective July 1, 2018.
4. See attachment A for cost, and services rendered.

Eager Beaver

Loel Trulove, Mayor

EAGER BEAVER CHARGES PER YEAR 2015-2016

Attachment A

Pioneer Park:	Mowing, weed eating and edging weekly April through October. As needed November thru March.	\$3,945.00
Pioneer Park:	Additional work for pruning, twice a year, includes labor & Equipment. Approximate times are late October and Late March	\$ 850.00
City Hall:	Mowing, weed eating and edging weekly. April through October As needed November thru March.	\$8,630.00
City Hall:	Pruning, includes labor & equipment for pruning the shrubbery At City Hall 2-times per year, late October and Late March	\$ 725.00
Meadow Wood Park:	Lawn mowing, edging and weed-eating, weekly April thru October. As needed November thru March.	\$1,985.00
Ditch between Old Church Road and Blackberry Lane	Weed-eating as needed	\$ 500.00
No materials are included in this estimate.		
Total:		\$16,635.00



RECEIVED

JUN 8 2017

BY: _____

June 5, 2017

Finance Director Bev Manfredo
City of Tangent
P.O. Box 251
Tangent, Oregon 97389

Dear Bev,

In preparation for the upcoming audit you will find enclosed in this packet, two copies of the following:

- Engagement Agreements for Audit Services for the City of Tangent, Oregon for the fiscal years ending June 30, 2017.
- Contracts for Audit Services (per Oregon Statutes) for the City of Tangent, Oregon for the fiscal year ending June 30, 2017.

Please sign, and have one of those charged with governance sign, and return one copy of each of the Letters of Engagement and Contract in the enclosed envelope. Retain the copies stamped, "Client Copy" for your records.

We thank you for the opportunity to serve the City of Tangent and look forward to many more years to come.

Sincerely,

Bill Romo
Communications Associate

Steve Tuchscherer, CPA, PC
171 NE Exchange Ave.
Roseburg, OR 97470
541-677-8100



May 30, 2017

City of Tangent
Georgia Edwards, City Administrator
PO Box 251
Tangent, OR 97389

We are pleased to confirm our understanding of the services we are to provide City of Tangent for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Tangent as of and for the year ended June 30, 2017.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Tangent's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Tangent's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

The schedules of revenues, expenditures and changes in fund balances – budget and actuals, included in RSI, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on the schedules of revenues, expenditures and changes in fund balances – budget and actuals in relation to the basic financial statements as a whole.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Tangent's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Budgetary Comparison Schedules.
- 2) Combining Statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- 1) Independent Auditor's Report Required by Oregon State Regulations.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of Tangent's financial statements. Our report will be addressed to management and the City Council of City of Tangent. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial

statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Tangent's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements of City of Tangent in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your

responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Steve Tuchscherer, CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Secretary of State or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Steve Tuchscherer, CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Oregon Secretary of State or its designee. Secretary of State or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately August 1, 2017 and to issue our reports no later than December 15, 2017. Steve Tuchscherer is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$8,300 for year ended June 30, 2017. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Tangent and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Steve Tuchscherer, CPA, PC

RESPONSE:

This letter correctly sets forth the understanding of City of Tangent.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

CONTRACT

THIS CONTRACT, made this 30nd day of May, 2017, in accordance with the requirements of Oregon Revised Statutes Chapter 297.405 through 297.555, between STEVE TUCHSCHERER, Certified Public Accountant, P.C. of Roseburg, Oregon, and CITY OF TANGENT, Oregon provides as follows:

1. It is hereby agreed that STEVE TUCHSCHERER, CPA, PC shall conduct a audit of the accounts and fiscal affairs of CITY OF TANGENT, Oregon, for the fiscal years ending June 30, 2017 and annually thereafter, in accordance with the generally accepted auditing standards and the Minimum Standards for Audits of Municipal Corporations, as prescribed by law. The audit shall be undertaken in order to express an opinion on the financial statements of CITY OF TANGENT, Oregon, and to determine if CITY OF TANGENT has complied substantially with appropriate legal provisions.

2. STEVE TUCHSCHERER, CPA, PC agrees that the services to be performed under this contract shall be rendered by Steve Tuchscherer, CPA or under his personal supervision, and that the work will be faithfully performed with care and diligence.

3. It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of STEVE TUCHSCHERER, CPA, PC are necessary

beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to CITY OF TANGENT, Oregon, who shall instruct STEVE TUCHSCHERER, CPA, PC in writing, concerning such additional services, and that a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the Party issuing the same.

4. The audit shall be started as soon after this contract is executed as is agreeable to the Parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to CITY OF TANGENT, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

5. It is understood and agreed that CITY OF TANGENT, Oregon, is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period being audited and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that STEVE TUCHSCHERER, CPA, PC shall draft them for CITY OF TANGENT, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth in Paragraph 7 below.

6. It is understood and agreed that either Party may cancel this contract by giving notice in writing to the other Party by January 1st of any contract year.

7. In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF TANGENT, Oregon, hereby agrees to pay STEVE TUCHSCHERER, CPA, PC a reasonable fee not to exceed \$8,300 for the fiscal year ending June 30, 2017. CITY OF TANGENT, Oregon hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

STEVE TUCHSCHERER, CPA, PC
(Auditor)

CITY OF TANGENT
(Client)

By 

By _____

CONTRACT AMENDMENT

Contract No. 2017-03 – Planner Contract
Change Letter: 2017-2018

The Agreement by and between the City of Tangent, hereinafter called CITY, and JDM Land Solutions, hereinafter called CONTRACTOR under which CONTRACTOR was to provide Planning Services, which was entered into for the period beginning July 1, 2008 and ending June 30, 2009, is hereby amended as follows:

1. Section 4. Time and Termination is amended to extend the ending date of the contract from June 30, 2017 to June 30, 2018.
2. Agrees to pay CONTRACTOR on a fee for service basis up to a maximum of \$5,000 dollars for General Planning Services. CONTRACTOR shall be paid additional monies on a fee for service basis for land use services or other services that do not fall under a General Planning Service Category, as approved by the council.
3. CONTRACTOR'S warranties are amended to include:

"CONTRACTOR represents and warrants that to the best of CONTRACTOR'S knowledge, CONTRACTOR has complied with the tax laws of this state and any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. CONTRACTOR will continue to comply with the tax laws of this state and any political subdivision of this state during the term of this Agreement. CONTRACTOR'S knowing failure to comply with the tax laws of this state or any political subdivision of this state before CONTRACTOR executed this Agreement or during the term of this Agreement is a default for which CITY may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or applicable law."

4. This amendment is effective July 1, 2017.

SIGNATURES

Parties concur that all other terms and conditions of the original Agreement, and the terms and conditions of any Amendment to the original agreement, shall remain in effect.

For: CITY

For: CONTRACTOR

(Signature)
Loel Trulove
Mayor

(Signature)
Jim Minard
JDM Land Solutions