

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, January 9, 2017, 7:00pm

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

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(a) "To consider the employment of a public officer, employee, staff member or individual agent."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Swearing in of Elected Officials – Mayor Jake Pieper, Councilor Bill Hamilton and Councilor Brent Hodges

D. Roll Call

E. Ceremonies

1. Declaration of Vacancy [City Manager, Pg. 3]
 - a. Code Excerpts [Pg. 4]
 - b. Draft Timeline [Pg. 5]
2. Nomination and approval of Council President

F. Appointments

1. Re-appoint Trace Kather to Parks and Recreation Commission [Pg. 6]
2. Appoint Bob Murdock to Public Art Committee [Pg. 9]
3. Interview of Student Ex Officio candidates [Pg. 12]

G. Staff Reports

1. Youth Employment Grant [Parks, Pg. 16]
2. Amendment to ODOT Agreement 30278 [PWDS, Pg. 18]
 - a. Agreement [Pg. 19]
 - b. Amendment [Pg. 36]
3. ODOT Local Agency Agreement 31774 [PWDS, Pg. 40]
 - a. Agreement [Pg. 41]

H. Scheduled Public Appearances

1. Carolyn Johnson – Curry County Community Development

I. Resolutions

1. BCRAA Representative [City Manager, Pg. 54]
 - a. Resolution 17-R-1094 [Pg. 55]
2. Elmo Williams Day [City Manager, Pg. 56]

a. Resolution 17-R-1095 [Pg. 57]

b. Description [Pg. 58]

J. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

K. Consent Calendar

1. Approve Council minutes for December 12, 2016 [Pg. 59]
2. Accept TPAC minutes for November 17, 2016 [Pg. 64]
3. Accept Mary Geyer resignation from TPAC
4. Receive monthly financial report for November 2016 [Pg. 66]

L. Informational Non-Action Items

1. December Vouchers [Pg. 72]

M. Remarks from Mayor and Councilors

N. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

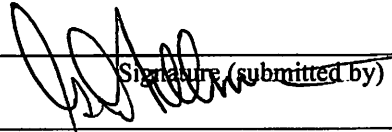
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Council Vacancy

Recommended Motion:

Motion to declare Council Position 3 vacant and determine procedure for filling the position by appointment.

Background/Discussion:

Due to the election of Jake Pieper to the position of Mayor, Council Position 3 becomes vacant, effective immediately.

According to the City Charter and Oregon Revised Statutes, the City Council must, within 60 days of declaring a vacancy on the City Council, fill the vacancy by appointment.

The City Council may appoint any registered voter of the State of Oregon who has resided in the City of Brookings for at least 12 months preceding appointment to fill the position. The appointee will fill the current term which expires on January 14, 2019.

The City Council may fill the vacancy at any Council meeting. In the past, the City Council has announced an application procedure and has conducted public interviews of candidates. An application process is not required. A draft timeline for filling the vacancy is attached. Note that the deadline for making the appointment is March 10, 2017.

Attachment(s):

- a. Excerpts from the City Charter, Oregon Revised Statutes and Brookings Municipal Code
- b. Draft Timeline to fill position by appointment

CITY OF BROOKINGS CHARTER OF 1993

CHAPTER III

Section 7. Council.

The council consists of a mayor and four councilors nominated and elected from the city at large or, in case of one or more vacancies in the council, the council members whose offices are not vacant.

CHAPTER IV

Section 19. Vacancies: Occurrence.

The office of a member of the council becomes vacant:

- (1) Upon the incumbent's:
 - (a) Death,
 - (b) Adjudicated incompetence, or
 - (c) Recall from office; or
- (2) Upon declaration by the council of the vacancy in case of the incumbent's:
 - (a) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for his or her term of office to begin.
 - (b) Absence from the city for 30 days without notifying the council or from all meetings of the council within a 65-day period.
 - (c) Ceasing to reside in the city.
 - (d) Ceasing to be a qualified elector under state law.
 - (e) Conviction of a felony crime, a misdemeanor involving moral turpitude or any other offense pertaining to the public office.
 - (f) Resignation from the office.

Section 20. Vacancies: Filling.

A vacancy in the council shall be filled within 60 days by:

- (1) Appointment by a majority of the council;
- (2) Special election when the number of vacancies in the council exceeds the number of members holding office.

The terms of office of those appointed or elected run from the time of their qualifying for office after appointment or election and until expiration of the terms of their predecessors who have left the offices vacant.

OREGON REVISED STATUTES

Section 221.120

- (4) The council shall fill by appointment vacancies in its membership.
- (5) The term of office of an appointee to an office of councillor shall be the remainder of the term of office of the immediate predecessor of the appointee in the office.

Timeline to Fill Council Position #3 By Appointment

Date	Task	Day #
March 10, 2017	State mandated deadline	60
January 9, 2017	Position declared vacant	1
January 11, 2017	Press Release Issued	3
February 3, 2017	Applications due to City Recorder	26
February 8, 2017	Applications* provided to Council	31
February 13, 2017	Applicant Interviews/Appt/Swearing In	36
Prior to March 10, 2017	Appointment/Swearing In	37-60

*Applications will also be included in the February 13, 2017 City Council Packet.



City of Brookings

898 Elk Drive, Brookings, OR 97415

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

www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: Trace Kather Date: 12/12/16
Physical Address: 17300 LaBonte Ln
Mailing Address: PO Box 44 Brookings OR 97415
Email Address: tracekather@yahoo.com Phone: 541 469 9100

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

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input checked="" type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input type="checkbox"/> Public Art Committee (PAC) (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii)	4 Residents, 3 Curry	3 yrs
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? _____ (yrs/mths)

Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No

3. **UGB residents:** How long have you lived in the UGB?: 10 (yrs/mths)

4. **What is your current occupation?** Nurse Practitioner

NOTES:

(i) *Membership requirements:*

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

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

(iii) *Other restrictions:*

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- TPAC: The three Curry members must own property, own a business or be employed in the City.
- PAC: Three (3) members must have an art background.

PART III. Background Information : *Attach additional pages if needed:*

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

outdoor enthusiast

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

Fitness Instructor

Health adviser

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

Improve/maintain community
access to nature

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

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

Applicant (print name)

Applicant's Signature

Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGEC). You may view a sample form at http://www.oregon.gov/OGEC/forms_publications.shtml. Official forms are provided by OGEC.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday–Friday.

Commission and Committee contact information:

Planning Commission: 541-469-1137 dcolbyhanks@brookings.or.us

Budget Committee: 541-469-1123 jhoward@brookings.or.us

Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 lziemer@brookings.or.us



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DEC 14 2016

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www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS
COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: BOB MURDOCK Date: 12-14-16
Physical Address: 17170 PARKVIEW DR, BROOKINGS, OR
Mailing Address: SAME 97415
Email Address: _____ Phone: 541-213-4065

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

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input checked="" type="checkbox"/> Public Art Committee (PAC) (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii)	4 Residents, 3 Curry	3 yrs
<input type="checkbox"/> Other (please specify):		

2. City residents: How long have you lived in the City of Brookings? 6 Mo (yrs/mths)

Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No

3. UGB residents: How long have you lived in the UGB?: _____ (yrs/mths)

4. What is your current occupation? RETIRED

NOTES:

(i) Membership requirements:

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

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

(iii) Other restrictions:

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- TPAC: The three Curry members must own property, own a business or be employed in the City.
- PAC: Three (3) members must have an art background.

PART III. Background Information : *Attach additional pages if needed:*

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

BACHELOR OF FINE ARTS DEGREE IN
DRAWING AND PAINTING, CAL STATE
UNIVERSITY AT LONG BEACH, 1970.
HAVE ENTERED NUMEROUS COMPETITIVES
IN MONTEREY, SAN LUIS OBISPO AND
HUMBOLT COUNTIES. VOLUNTEER AT
MORRIS GRAVES ART MUSEUM, EUREKA
CA.

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

1973-2002 - CALTRANS HIGHWAY
MAINTENANCE LEAD WORKER.
1980-2000 - WEEKEND LAWN AND
LANDSCAPE MAINTENANCE ROUTE
ADULT EDUCATION: ORNAMENTAL
HORTICULTURE, WELDING

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

WOULD LIKE TO GET INVOLVED IN THE
CITIES ACTIVITIES AND INTRESTS WITH
THE ARTS!

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

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

BOB MURDOCK

Applicant (print name)

Bob Murdock

Applicant's Signature

12-14-16

Date

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Planning Commission: 541-469-1137 dcobyhanks@brookings.or.us

Budget Committee: 541-469-1123 jhoward@brookings.or.us

Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 lziemer@brookings.or.us



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APPLICATION TO SERVE AS A STUDENT EX OFFICIO ON THE CITY OF BROOKINGS CITY COUNCIL

Brookings City Council meets twice a month on the 2nd and 4th Mondays at 7 p.m. in the Council Chambers of City Hall, located at 898 Elk Drive. If selected to the position of Student Ex Officio, your attendance would be expected at as many as possible meetings between the time of your selection and the end of the school year.

Interested in applying? Please fill out the application form and submit it to the City Recorder at City Hall.

PART I. Contact Information:

Name: Shawntisha Bailey Date: 12/4/16

Physical Address: _____

Mailing Address: P.O. Box 7822

Email Address: _____ Phone: _____

PART II. Position Requirements:

1. What grade are you in? (Student Ex Officios must be a junior or senior): 11
2. Do you hold an after-school job? (circle one) Yes ☒ No
If yes, where do you work? _____
If yes, are you able to have Monday evenings off from your job? (circle one) Yes No
3. Do you participate in an extracurricular sport or club which would inhibit your ability to attend Monday night meetings? (circle one) Yes ☒ No
4. Do you or your parent have adequate transportation to get you to meetings on Monday evenings? (circle one) ☒ Yes No

PART III. Background Information : *Attach additional pages if needed:*

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

Well, I've lived in Brookings my entire life and it is such a fun small little town. I love being in leadership positions, especially those that impact the community. With that being said, I think this position would be perfect for me.

2. What extracurricular activities do you participate in?

National Honor Society, OASIS junior volunteer,
Interact president, Volleyball, basketball, softball
NSHSS ambassador, art, Link Crew leader, member of
praise team,
piano

3. What other volunteer work have you done?

I am constantly involved with community service. Being
apart of the leadership class at the high school ^{gets} you really involved
I am also ~~an~~ ^{the} OASIS shelter junior volunteer as well as Interact president

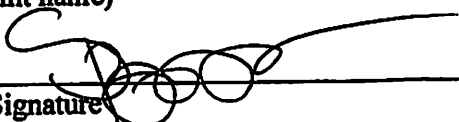
3. Are you planning to attend college? If so, what field do you plan to study and why? ^{which both do}
Yes, I am. I want to do a dual ^{things around} the community

degree program with Harvard and Berklee College of
Music so I can study business and music. I want
to be the CEO of my own record label and
possibly deal with foreign relations.

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

- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular school hours.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Shawntisha Bailey
Applicant (print name)


Applicant's Signature

12/4/16
Date



CITY OF BROOKINGS

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City of Brookings

898 Elk Drive, Brookings, OR 97415

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

www.brookings.or.us

APPLICATION TO SERVE AS A STUDENT EX OFFICIO ON THE CITY
OF BROOKINGS CITY COUNCIL

Brookings City Council meets twice a month on the 2nd and 4th Mondays at 7 p.m. in the Council Chambers of City Hall, located at 898 Elk Drive. If selected to the position of Student Ex Officio, your attendance would be expected at as many as possible meetings between the time of your selection and the end of the school year.

Interested in applying? Please fill out the application form and submit it to the City Recorder at City Hall.

PART I. Contact Information:

Name: Shanon Cawan Date: 11/29/16

Physical Address: _____ Dr.

Mailing Address: P.O BOX 4044

Email Address: _____ Phone: _____

PART II. Position Requirements:

1. What grade are you in? (Student Ex Officios must be a junior or senior): 11th
2. Do you hold an after-school job? (circle one) Yes ☒ No
If yes, where do you work? _____
If yes, are you able to have Monday evenings off from your job? (circle one) Yes No
3. Do you participate in an extracurricular sport or club which would inhibit your ability to attend Monday night meetings? (circle one) Yes ☒ No
4. Do you or your parent have adequate transportation to get you to meetings on Monday evenings? (circle one) ☒ Yes No

PART III. Background Information : *Attach additional pages if needed:*

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

I want to be more involved with the community and
am interested in knowing how a city is run.
I think this is a good opportunity for me to learn
about city government.

2. What extracurricular activities do you participate in?

I am the communications officer for the Interact club at BHHS.
I am currently the student representative for the Brookings-Harbor
Education Foundation. I am on the BHHS golf team.

3. What other volunteer work have you done?

I work with the community kitchen program at my church.
for two years I have helped with the holiday light show at Azalea
Park. I helped Rotary host the snack shack at Azalea Park in the summer.

3. Are you planning to attend college? If so, what field do you plan to study and why?

I am planning on attending college, but
right now I am undecided on what field I will
pursue.

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

- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular school hours.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Shanon Cowan
Applicant (print name)

Shanon Cowan
Applicant's Signature

11/29/16
Date

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday-Friday.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2017

Originating Dept: Parks


Submitted by

City Manager Approval


Subject: Regional Solutions Youth Workforce & Community Infrastructure Grant

Recommended Motion: None; informational only.

Financial Impact:

- Capital construction award of \$201,000
- Additional personnel costs of approximately \$13,000 per year, totaling \$39,000 over a three-year period.

Work would occur in Fiscal Years 2017/2018, 2018/2019, and 2019/2020.

Reviewed by Finance & Human Resources Director: 

Background /Discussion:

The Governor's Regional Solutions program has developed a pilot project to fund community infrastructure projects for local governments, and other employers, who agree to provide work experience for teens and young adults. Earlier this year, staff completed a letter of interest related to the opportunity. Now the City has been invited to submit a formal application.

The opportunity requires applicants to work with a workforce service provider. Staff is coordinating with South Coast Business Employment Corporation (SCBEC), located in Coos Bay and in Harbor at the Oregon Employment Division offices. Staff will meet with SCBEC staff in the next several days to develop a draft Memorandum of Understanding describing each party's role. SCBEC is expected to provide some grant-required training and career development services. Optionally, SCBEC may screen applications or conduct other recruitment activities.

If awarded the grant would provide \$201,000 toward Phase 2 of the Azalea Park Ball Field Reconfiguration Project. Phase 2 is estimated at \$298,900 and includes the reconfiguration of field one to accommodate a dedicated soccer field, construction of the dugouts backstops and fences for the new ball field, installation of a play structure and field amenities such as bleachers and benches. In early 2016, staff applied for a grant through Oregon Parks and Recreation to cover sixty percent of the total estimate but was not awarded. The remaining forty percent match was budgeted in fiscal year 2016-17 and the project scope was reduced in order to keep the project on track. Elements of the project were set aside until a funding source could be identified. The \$201,000 would complete the funding package for Phase 2.

In return, in cooperation SCBEC, the City would implement a three-year-long youth work experience program as a part of existing Parks Seasonal staffing. Each of the three years, the City would employ three youth workers full-time for five months as seasonal Parks help. Each position, for one season, would cost the City about \$12,000. This effort would replace two regular Parks seasonal positions and would include costs for SCBEC services. This is estimated to cost about \$13,000 more per year, or about \$39,000 over the three-year period, than is usually spent for the Parks seasonal labor being replaced by the youth workers.

Award decisions will be made in February, 2017.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2017

Originating Dept: PWDS



Signature (submitted by)


City Manager Approval


Subject: AMENDMENT NUMBER 01, LOCAL AGENCY AGREEMENT, MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP), RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)

Recommended Motion:

1. Motion authorizing the City Manager to execute an amendment to agreement 30278 with the STATE OF OREGON, Department of Transportation that limits work described by agreement 30278 to preliminary engineering work only.

Financial Impact:

Modifies agreement 30278 Federal/State cost share amount from \$2,010,000 to \$384,044. The fund balance has been transferred to agreement 31774.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Railroad Street project started under the direction of ODOT. ODOT hired David Evans & Associates (DEA) to engineer the project. This portion of the project was funded using federal money as part of the Multimodal Transportation Enhance Program (MTEP) and was termed "Preliminary Engineering". DEA completed the preliminary engineering portion of the work and The Dyer Partnership is completing the contract documents.

During project development the state determined that the City (Agency in the agreement) is eligible for State funds for the work and has made those funds available to the City.

The advantage of this process is that State of Oregon fund requirements are much less involved than the Federal fund requirements.

Attachment(s):

- A. Misc. Contracts and Agreements No. 30278
- B. Amendment 01

**LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State," and the CITY OF BROOKINGS, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Railroad Street, Center Street and Oak Street are a part of the city street system under the jurisdiction and control of Agency.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Funding Ratio" means the relationship between MTEP funds and total project cost and Agency funds and the total project cost.
2. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
3. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
4. "Project Overruns" means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.
5. "Project Underrun" means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
6. "Total Project Cost" means the estimated amount as show in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree that State will construct improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks

Key No. 18916

State/Agency
Agreement No. 30278

and bike lanes on both sides of the street, illumination, and bus stops, on behalf of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,010,000.00, which is subject to change. Federal and State funding for this Project shall be limited to \$2,010,000.00. Agency shall be responsible for all remaining costs, including the local match and any non-participating costs, and all costs in excess of the available federal or state funds. The MTEP funding for this Project is 66.78% of the Total Project Cost. Agency funding for this Project is 33.22% of the Total Project Cost. The Funding Ratio for this Project is 66.78% MTEP funds to 33.22% Agency funds.
3. If, at the time of contract award or Project Closeout, the Project underruns the estimated Total Project Cost in this Agreement, MTEP funding provided by State and Agency funds will be obligated proportionally based on the 66.78%:33.22% funding ratio stated in paragraph 2 above. Any unused MTEP funds will be retained by State and will not be available for use by Agency for this Agreement or any other projects.
4. Project Overruns which occur at the time of contract award, and or at the time of Project Closeout are the responsibility of the Agency.
5. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and contract change orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
6. Agency shall fulfill the match requirement in the form of a cash payment to State.
7. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
8. This Agreement is contingent upon an amendment to the Statewide Transportation Improvement Program (STIP) to add the Project or adjust funding and a subsequent approval by the Oregon Transportation Commission (OTC). If the STIP amendment does not occur, this Agreement shall be considered null and void.
9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
10. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

11. This Agreement may be terminated by mutual written consent of both Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
15. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
16. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not

contain the particular term or provision held to be invalid.

17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
20. State Contact for this Agreement is Scott Adams, 3500 NW Stewart Parkway, Roseburg, OR 97470-1687, (541) 957-3636, Scott.adams@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
21. Agency's Contact for this Project is Loree Pryce, Public Works/Development Services Director, 898 Elk Drive, Brookings, OR 97415, (541) 469-1138, lpryce@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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

Signature Page to Follow

State/Agency
Agreement No. 30278

CITY OF BROOKINGS, by and through its
elected officials

By [Signature]

Title CITY MANAGER

Date 10/28/14

By _____

Title _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency Counsel

Date [Signature]

Agency Contact:

Loree Pryce, PE
Public Works, Development Services
Director
898 Elk Drive
Brookings, OR 97415
(541) 469-1138
lpryce@brookings.or.us

State Contact:

Scott Adams
3500 NW Stewart Parkway
Roseburg, OR 97470-1687
(541) 957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By [Signature]
Highway Division Administrator

Date 11/20/14

APPROVAL RECOMMENDED

By [Signature]
Region 3 Manager

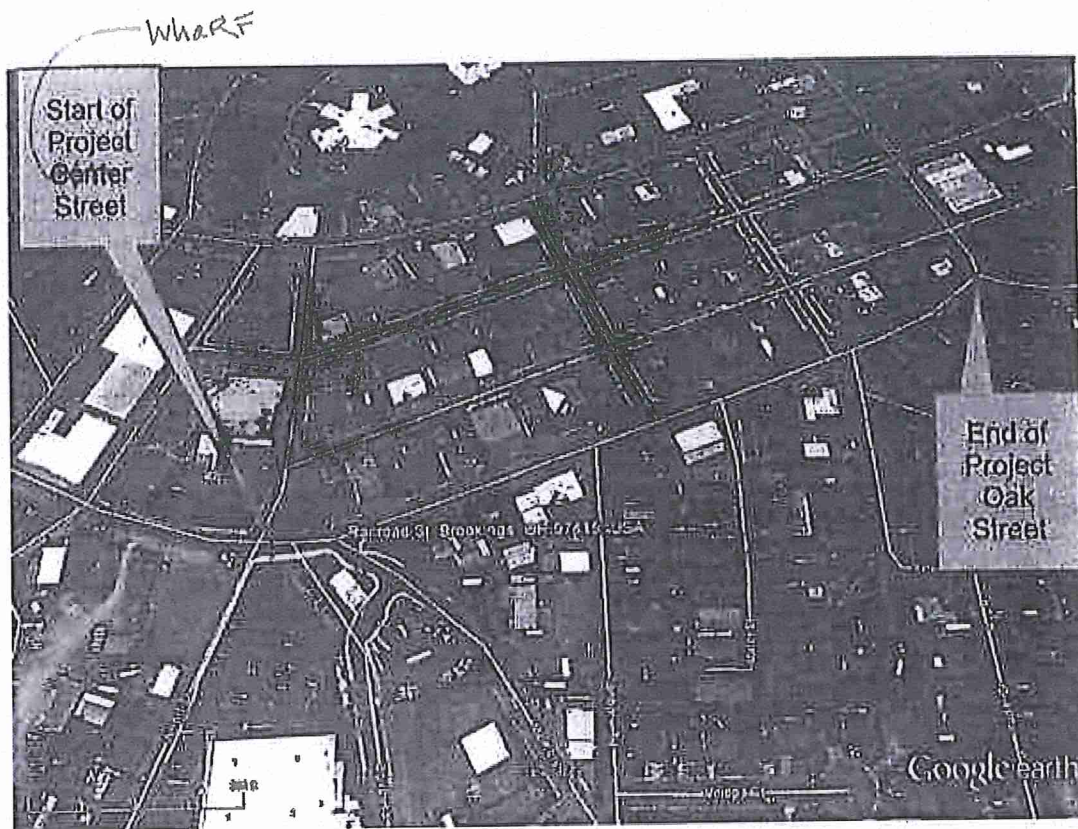
Date 10.31.14

**APPROVED AS TO LEGAL
SUFFICIENCY**

By [Signature]
Assistant Attorney General

Date 10-15-2014

EXHIBIT A – Project Location Map



ATTACHMENT NO. 1 to Agreement No. 30278
SPECIAL PROVISIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the Region's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees that State shall manage the work done by the consultant.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
6. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
9. Maintenance responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the Intergovernmental Agreement (30278). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used,

Agency/State
Agreement No. 30278

State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

Agency/State
Agreement No. 30278

10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design

exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test

Agency/State
Agreement No. 30278

Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR United States Department of Transportation (USDOT)
FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB

Agency/State
Agreement No. 30278

CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive

any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

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

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **The City of Brookings**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on November 20, 2014.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to decrease funds and remove the right of way, utility and construction phases.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

1. Under such authority, Agency and State agree that State will construct improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops, on behalf of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, Agency and State agree that State will design improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops, on behalf of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

b. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,010,000.00, which is subject to change. Federal and State funding for this Project shall be limited to \$2,010,000.00. Agency shall be responsible for all remaining costs, including the local match and any non-participating costs, and all costs in excess of the available federal or state funds.

The MTEP funding for this Project is 66.78% of the Total Project Cost. Agency funding for this project is 33.22% of the Total project Cost. The Funding Ratio for this Project is 66.78% MTEP funds to 33.22% Agency Funds.

Shall be deleted in its entirety and replaced with the following:

2. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$428,000, which is subject to change. Federal and State funding for this Project shall be limited to \$384,044. Agency shall be responsible for all remaining costs, including the local match and any non-participating costs, and all costs in excess of the available federal or state funds. The MTEP funding for this Project is 66.78% of the Total Project Cost. Agency funding for this Project is 33.22% of the Total Project Cost. The Funding Ratio for this Project is 66.78% MTEP funds to 33.22% Agency Funds.
- c. **TERMS OF AGREEMENT, Paragraph 5, Page 2, which reads:**
 5. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and contract change orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.

Shall be deleted in its entirety and replaced with the following:

5. Project decisions regarding design standards, design exceptions and preliminary engineering charges, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost.
- d. **TERMS OF AGREEMENT, Paragraph 19, Page 4, which reads:**
 19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Shall be deleted in its entirety and replaced with the following:

19. This Agreement and attached exhibits and Agreement No. 31774 and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

e. TERMS OF AGREEMENT, Paragraph 21, Page 4, which reads:

21. Agency's Contact for this Project is Loree Pyrce, Public Works/Development Services Director, 898 Elk Drive, Brookings, OR 97415, (541) 469-1138, lprryce@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

21. Agency's Contact for this Project is Paul A. Stevens, P.E., Public Works & Development Services Director, 898 Elk Drive, Brookings, OR 97415, (541) 469-1131, pstevens@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program, (Key #18916) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently approved by amendment to the STIP).

CITY OF BROOKINGS, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Date _____

Agency Contact:

Paul A. Stevens, P.E.
Public Works & Development Services
Director
898 Elk Drive
Brookings, OR 97415
541-469-1131
pstevens@brookings.or.us

State Contact:

Scott Adams
Local Agency Liaison
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____


Assistant Attorney General

Date: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2017



Signature (submitted by)

Originating Dept: PWDS

City Manager Approval


Subject: LOCAL AGENCY AGREEMENT, Locally Delivered State Funded Project Program, RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)

Recommended Motion:

1. Motion authorizing the City Manager to execute agreement 31774 with the STATE OF OREGON, Department of Transportation to fund engineering and construction work on Railroad Street in Brookings, Oregon.

Financial Impact:

Agreement 31774 provides a mechanism to convert Federal funds to State funds and allows the un-federalized funds to be used for the reconstruction of Railroad Street. The Federal share of the project cost is \$1,625,956. The State exchange ratio provides \$0.94/\$1.00 of Federal funds. The final Project fund allocation from the State to the City of Brookings, Oregon is estimated at \$1,528,398.64.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Railroad Street project started under the direction of ODOT. ODOT hired David Evans & Associates (DEA) to engineer the project. DEA completed the preliminary engineering phase of the work. The Dyer Partnership has been engaged to complete the project.

Your concurrence with agreement 31774 is needed to keep the project moving and provide a method to fund project engineering and construction.

The advantage of this process is that State of Oregon fund requirements are much less involved than the Federal fund requirements. In short, \$94 of State Funds will go further than \$100 of Federal funds.

Attachment(s):

- A. Misc. Contracts and Agreements No. 31774.

LOCAL AGENCY AGREEMENT
Locally Delivered State Funded Project Program
RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF BROOKINGS, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Railroad Street is a part of the city street system under the jurisdiction and control of Agency.
3. State entered into Multimodal Transportation Enhance Program (MTEP) Agreement No. 30278 with the City of Brookings on November 20, 2014 to design and construct improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops. The Preliminary Engineering work on the project has now been completed under Agreement No. 30278, and all plans and specifications have been submitted and approved.
4. State has determined that Agency is eligible for State funds for the work to be performed under this Agreement through the Locally Delivered State Funded Project Program. Therefore, State and Agency agreed to de-federalize the Right of Way, Utility and Construction phases started under Agreement No. 30278 and made state funds available to Agency for the project under this Agreement No. 31774.
5. Upon execution of this Agreement No. 31774, Agreement No. 30278 will be amended to apply to only the Preliminary Engineering phase and to limit the federal funds to \$384,044 in MTEP funds. The remaining \$1,625,957 in MTEP funds will be exchanged by State under this Agreement No. 31774 for state funds, which will be used to fund the project.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Upon execution, this Agreement shall supersede and replace those portions of Agreement No. 30278, relating to the Right of Way, Utility and Construction phases. Agreement No. 30278 remains in effect for the Preliminary Engineering phase of the project.
2. State and Agency agree that Agency will advertise, bid, award the construction contract, and perform construction contract administration for the improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
3. The total Project cost for the work to be performed under this Agreement is estimated at \$2,582,001, which is subject to change. The federal share of the total Project cost is \$1,625,956.
 - a. Per the fund exchange ratio of \$0.94 state dollars for \$1.00 federal dollars, Agency will exchange \$1,625,956 of federal dollars allocated for this Project for \$1,528,398.64 of state dollars. State funds under this Agreement are limited to \$1,528,398.64.
 - b. Agency shall bill State at one hundred (100) percent of their actual costs. State shall reimburse Agency sixty-six point seventy-eight (66.78) percent of these costs. State shall reimburse Agency one hundred (100) percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. In the event of an underrun, any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 2 of this Agreement.
2. Agency agrees that the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). For non-highway projects Agency shall use applicable AASHTO standards.
3. Agency shall follow the Buy America statute under Title 23, United States Code, Section 313. Such provision shall be included as part of the construction contract.
4. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
5. If sidewalk, curb ramp and traffic signal improvements are on or along a State Highway, Agency shall:
 - a. Ensure Project meets current ODOT Highway Design Manual design standards.
 - b. Obtain a miscellaneous permit to occupy State right of way through the State District 7 Office prior to the commencement of construction.
 - c. Follow ODOT's processes in addressing Americans with Disabilities Act of 1990 (ADA) features, including using the ODOT Highway Design Manual, Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, the Manual on Uniform Traffic Control, and current ODOT State Traffic Signal Policy and Guidelines, and ODOT Curb Ramp Inspection form.
 - d. At Project completion, send an ADA Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager.

ODOT's fillable ADA Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
 - e. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a State Highway.
 - f. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a State Highway.
 - g. Ensure Agency, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical

installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.

- h. Upon completion of the Project and at its own expense, maintain the pavement surrounding the vehicle detector loops installed in the Agency street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
- 6. Agency shall submit the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings.
 - 7. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, the Agreement number, the Project phase (such as preliminary engineering, right of way and construction), the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates
 - 8. Agency, or its consultant, shall obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
 - 9. Agency shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.

10. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
15. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.

16. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
17. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
19. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense,

and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
20. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
22. Agency's Project Manager for this Agreement is Paul Stevens, Public Works Development Services Director, 898 Elk Drive, Brookings, OR 97415, 541-469-

1138, pstevens@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred (100) percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 3 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If traffic signal improvements are on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. As part of those traffic signal responsibilities State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines.
 - d. Maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the Project.

- e. Maintain the pavement markings and signing installed on the State highway in accordance with current State standards.
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer.
5. State's Project Manager for this Agreement is Scott Adams, Local Agency Liaison, 3500 NW Stewart Parkway, Roseburg, OR 97470, 541-957-3636, scott.adams@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2, "a" or "b" above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations

accrued to the Parties prior to termination.

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

9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18916) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CITY OF BROOKINGS, by and through its elected officials

By _____

Title _____

Date _____

Agency Contact:

Paul A. Stevens, P.E.
Public Works & Development Services
Director
898 Elk Drive
Brookings, OR 97415
541-469-1131
pstevens@brookings.or.us

State Contact:

Scott Adams
Local Agency Liaison
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date _____

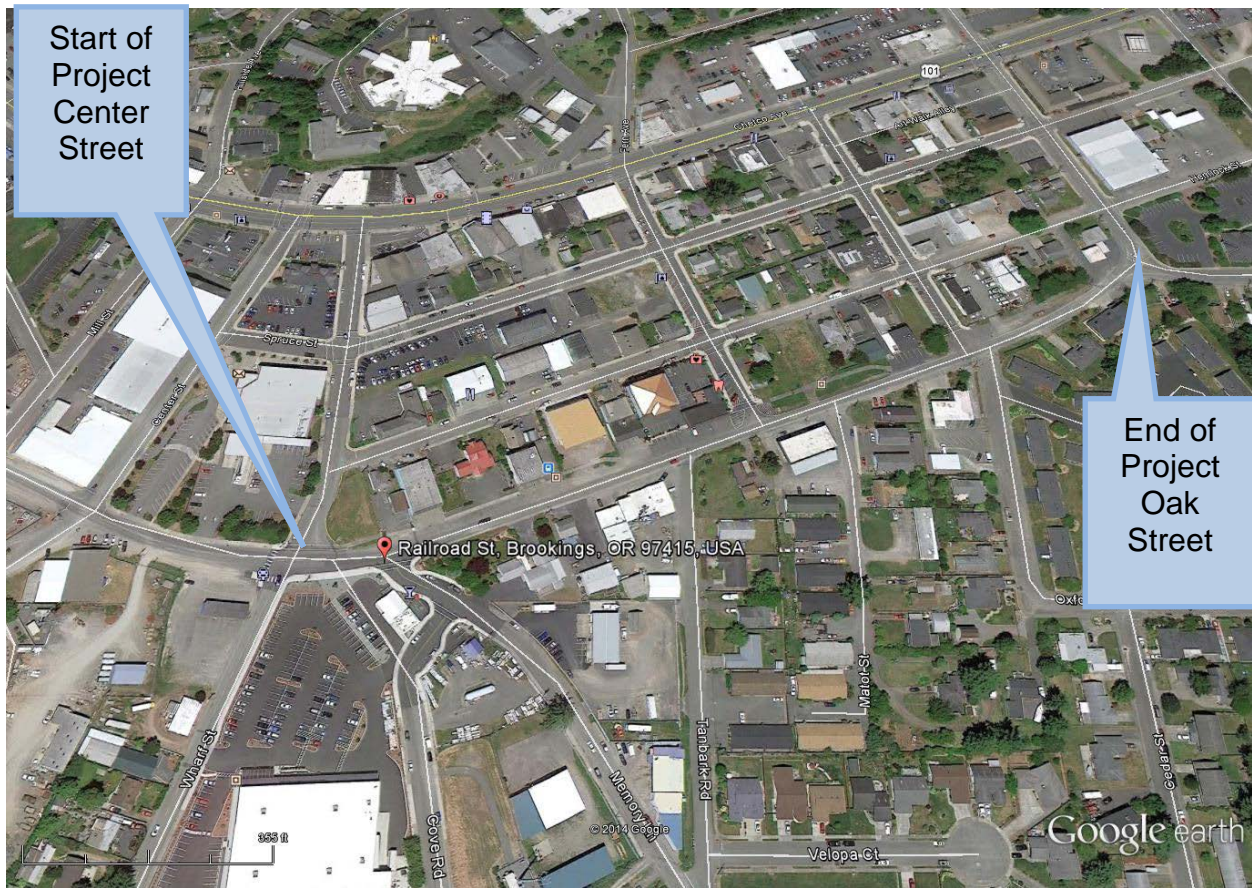
APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map

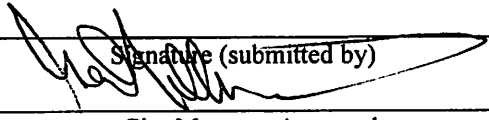


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Resolution 17-R-1094 appointing a representative to the Border Coast Regional Airport Authority Board of Directors

Recommended Motion:

Motion to adopt Resolution 17-R-1094 appointing _____ to fulfill the remainder of the term expiring October 3, 2019 as the City of Brookings representative to the Border Coast Regional Airport Authority Board of Directors.

Background/Discussion:

Due to Mayor Ron Hedenskog stepping down from his position as Mayor, Brookings City Council is required to appoint a new representative to the Border Coast Regional Airport Authority Board of Directors. City Manager Gary Milliman currently serves as the Alternate Member for the City.

The term expires on October 3, 2019, and the new appointee will serve out the remainder of that term.

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 17-R-1094

A RESOLUTION OF THE CITY OF BROOKINGS APPOINTING A BROOKINGS CITY COUNCILOR TO A FOUR YEAR TERM ON THE BORDER COAST REGIONAL AIRPORT AUTHORITY BOARD OF COMMISSIONERS AND APPOINTING AN ALTERNATE.

WHEREAS, the City of Brookings (City), by authority of the Border Coast Regional Airport Authority (BCRAA) Joint Powers Agreement, holds a position on the BCRAA's Board of Commissioners; and

WHEREAS, the position is currently held by outgoing Mayor Ron Hedenskog requiring that a new appointee be designated to fulfill the remainder of the term;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that Brookings Mayor/Councilor _____ is hereby appointed to serve the remainder of a four year term ending October 3, 2019, on the Border Coast Regional Airport Authority Board of Commissioners, effective immediately.

Passed by the City Council _____, 2017; effective the same date.

Attest:

Mayor Jake Pieper

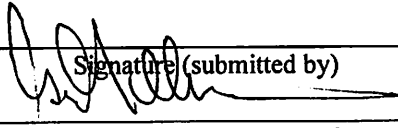
City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 9, 2016

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution 17-R-1095 Proclaiming “Elmo Williams Day”

Recommended Motion:

Motion to adopt Resolution 17-R-1095 proclaiming April 30 as Elmo Williams Day in the City of Brookings.

Financial Impact: Minimal

Background/Discussion:

The City Council directed that the City prepare a plaque for placement at Azalea Park recognizing Elmo Williams for his contributions to the park and the community. That plaque has now been received and is ready for installation. April 30 was chosen as that day is Mr. Williams’ birthday.

Several citizens have also requested that the City Council proclaim April 30 as “Elmo Williams Day.” A plaque installation ceremony could be conducted in conjunction with other events being planned for that day.

Attachment(s):

- a. Resolution 17-R-1095
- b. Description of plaque.

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 17-R-1095

A RESOLUTION OF THE CITY OF BROOKINGS PROCLAIMING APRIL 30 AS ELMO WILLIAMS DAY IN THE CITY OF BROOKINGS.

WHEREAS, Elmo Williams was an Academy Award winning film editor who was involved in many of Hollywood's most notable films including High Noon, The Longest Day, Cleopatra and Tora-Tora-Tora; and

WHEREAS, Elmo Williams served as Head of Production for 20th Century Fox; and

WHEREAS, Elmo Williams and his wife Lorraine retired and relocated to Brookings, adopting the City as their new home town; and

WHEREAS, Elmo Williams became a cultural resource advocate in his new home community, supporting local theater productions, organizing the Azalea Park Foundation and funding the construction of the Capella by the Sea at Azalea Park; and

WHEREAS, Elmo Williams, even as he advanced in age, was an inspiration for many and a driving force behind community promotion and cultural affairs; and

WHEREAS, Elmo Williams passed while a resident of the City of Brookings at Age 102; and

WHEREAS, The spirit of Elmo Williams is still held in the hearts of many Brookings residents.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Brookings, Curry County, Oregon, does hereby proclaim April 30 as "Elmo Williams Day" within the City of Brookings, and

BE IT FURTHER RESOLVED that the City Council calls upon all residents to reflect upon the life and community contributions of Elmo Williams as they go about their daily lives as community members.

Passed by the City Council _____, 2017 ; effective _____.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

ELMO WILLIAMS

From Oklahoma by buckboard
Hollywood, England and an Academy Award
This philanthropist, philosopher, celebrity
Transcended the borders of a century
To build a Capella By The Sea

In November of the year fifteen
His soul departed earth's green
Light in his eyes, Lorraine in his heart
A great man we knew as ours
Brushed his hands across these flowers

— LON GODDARD

JAMES ELMO WILLIAMS
1913 - 2015

Hollywood film producer, director, writer, editor
Academy Award winner - Best Editing Oscar: HIGH NOON (1952)
Resident of Brookings



Elmo Williams by NANCY TUTTLE



City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, December 12, 2016

Call to Order

Mayor Hedenskog called the meeting to order at 7:03 PM.

Roll Call

Council present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges, Jake Pieper and Dennis Triglia; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Planning Manager Donna Colby-Hanks, Public Works and Development Director Paul Stevens, Parks Supervisor Tony Baron, Finance and Human Resources Director Janell Howard, and City Recorder Teri Davis.

Media Present: Jane Stebbins, Curry Coastal Pilot

Others Present: Eleven audience members.

Appointments

Mayor Hedenskog moved, a second followed and Council voted unanimously to appoint Chuck Costello to the Tourism Promotion Advisory Committee.

Ordinances and Resolutions

Ordinance 16-O-766 amending Section 17.124.170 of Chapter 17.124, Specific Standards Applying to Conditional Uses, Title 17, Land Development Code, of the Brookings Municipal Code.

Planning Manager Colby-Hanks presented the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to do a first reading of Ordinance 16-O-766 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 16-O-766 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-766 [Amending Section 17.104.030 of Chapter 17.104, Home Occupations and Amending Section 17.124.170 of Chapter 17.124, Specific Standards Applying to Conditional Uses, Title 17, Land Development Code, of the Brookings Municipal Code].

Ordinance 16-O-767 adding Chapter 5.15, Transportation Network Companies, to the Brookings Municipal Code.

City Manager Milliman presented the staff report.

Councilor Triglia asked about the requirement for only an Oregon driver's license. City Manager Milliman explained that was due to Uber's rules stipulating "in-state" licensing.

Councilor Hodges asked if drivers would be required to get a business license. City Manager Milliman affirmed that they would.

Councilor Hodges moved, a second followed and Council voted unanimously to do a first reading of Ordinance 16-O-767 by title only.

Mayor Hedenskog read the title.

Councilor Hodges moved, a second followed and Council voted unanimously to do a second reading of Ordinance 16-O-767 by title only.

Mayor Hedenskog read the title.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-767 [adding Chapter 5.15, Transportation Network Companies, to the Brookings Municipal Code].

Ordinance 16-O-768 amending Brookings Municipal Code Sub-Section A of Section 5.10.040, Annual License Fee, and Sub-Section B and C-2 of Section 5.10.050, Taxicabs, Operator Requirements.

City Manager Milliman presented the staff report.

Councilor Triglia pointed out that the provision for allowing a California driver's license had been left out of the text of the ordinance revisions.

Councilor Triglia moved, a second followed and Council voted unanimously to do a first reading of Ordinance 16-O-768 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 16-O-768 by title only.

Mayor Hedenskog read the title.

Councilor Triglia moved, a second followed and Council voted unanimously to adopt Ordinance 16-O-768 with the aforementioned revision [amending Brookings Municipal Code Sub-Section A of Section 5.10.040, Annual License Fee, and Sub-Section B and C-2 of Section 5.10.050, Taxicabs, Operator Requirements].

Water and Wastewater Financing

Finance and Human Resource Director Howard presented the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 16-R-1093 authorizing the financing of water and wastewater infrastructure improvements.

Scheduled Public Appearances

Mary Boshart and Connie Hunter for the Food Bank

Connie Hunter, Mary Boshart, Bill Farrell and Jim Newman spoke regarding the shortage at the Food Bank due to the closing of Ray's Market. Several agencies have stepped in to fill the gap, but more assistance is needed including a sustainable income source. \$5,000 more per month is needed to meet needs.

Councilor Triglia asked if the Food Bank had a Fred Meyer community rewards code number. It is the Food Bank's office number 541-469-6988.

Mayor Hedenskog encouraged City Council and everyone listening to donate regularly.

Barbara Ciaramella - Azalea Festival Parade

City Manager spoke on the topic due to Ms. Ciaramella's absence. She has requested the City assume responsibility for managing the Azalea Festival Parade; she is volunteering the Brookings Harbor Visitor and Tour Center to coordinate.

It was the consensus of the Council to postpone any further discussion of this matter until the City Manager could speak with the Chamber of Commerce to determine its plans with regard to the parade.

Oral Requests and Communications from the audience

- David Hubbard of Oregon Coast Community Action addressed Council regarding the crisis situation regarding housing for Veterans. Connie Hunter added that there has been some important legislation aimed at increasing Veterans' access to housing, healthcare, etc. She asked that Council lend its support to the efforts to find solutions to this problem.

Staff Reports

Azalea Park Caretakers Residence

Parks Supervisor Baron presented the staff report.

Parks and Recreation Committee Chair Tom Bozack was asked to address Council. He indicated that the committee concurs with Director Baron's recommendation.

Council discussed the specifics of the volunteer's time commitment, benefits, etc. and the benefits of having an individual inside the park for extra security, etc.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the construction of a single recreation vehicle facility in Azalea Park to be used by an onsite park host.

Azalea Park Tree Removal

Parks Supervisor Baron presented the staff report.

Mayor Hedenskog added that this work is imperative to preserving the Azaleas.

Councilor Pieper moved, a second followed and Council voted unanimously to approve the Azalea Park Tree Removal Work Plan.

Audit

Director Howard presented the staff report.

Councilor Hamilton moved, a second followed and Council voted unanimously to accept the City's Audit for the fiscal year ended June 30, 2016.

Chetco Inn

City Manager Milliman presented the staff report.

Mayor Hedenskog moved, a second followed and Council voted unanimously to not proceed further with possible City acquisition of the Chetco Inn.

Tourism Promotion Priorities

City Manager Milliman presented the staff report.

Council discussed the methodology for prioritizing the items, possible funding sources and Council's support of the program and its implementation.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the "Top 20 Tourism Promotion Priorities" and authorize staff to pursue projects and programs to implement these priorities.

Spectrum Ad Campaign

City Manager Milliman presented the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to execute an agreement with Spectrum Reach for a six-month, digital tourism advertising campaign at a cost of \$1,000 per month.

Azalea Park Foundation Agreement

City Manager Milliman presented the staff report.

Councilor Triglia moved, a second followed and Council voted unanimously to terminate operating agreement with Azalea Park Foundation with respect to the development of a community garden at Azalea Park.

Consent Calendar

1. Approve Council minutes for November 14, 2016
2. Accept TPAC minutes for August 18, 2016
3. Accept TPAC minutes for August 26, 2016
4. Accept TPAC minutes for September 29, 2016
5. Accept Parks & Rec Committee minutes for September 22, 2016
6. Accept American Music Festival Event Evaluation
7. Accept Vet Fest Event Evaluation
8. Designate Hazard Mitigation Grant Agent
9. Approve Fund Exchange Agreement
10. Cancel January 2, 2017 Workshop
11. Receive monthly financial report for October 2016

Mayor Hedenskog moved, a second followed and Council voted unanimously to approve the Consent Calendar.

Non-Action Items

1. There was no discussion regarding the November Vouchers.

Remarks from Mayor and Councilors

Mayor Hedenskog noted that the Grange received the Distinguished Grain for 2016 Award.

Mayor Hedenskog thanked both the Nature's Coastal Christmas and the Coastal Christmas organizers and volunteers for all their hard work.

Councilor Pieper added that the Coastal Christmas Parade was extremely successful

Councilor Hamilton also thanked the Nature's Coastal Christmas and Coastal Christmas volunteers. He wished everyone a Merry Christmas and Happy Holidays.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 8:50 PM. Urban Renewal Agency meeting immediately followed.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2016:

Ron Hedenskog, Mayor

Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – November 17, 2016

CALL TO ORDER

Meeting called to order at 4:02 PM

1. ROLL CALL

Present: Committee members Candice Michel, Bob Pieper, Angi Christian, and Chair Tim Patterson

Absent: Committee members Mary Geyer and Skip Watwood

Also present: Gary Milliman, City Manager and Teri Davis, City Recorder

2. APPROVAL OF MINUTES –

- a. Motion made by Bob Pieper to approve the minutes of September 29, 2016, motion seconded by Candice Michel and Committee voted; the motion carried unanimously.**

3. PUBLIC COMMENT

- a.** None

4. ACTION ITEMS

- a. Pacific Coast Trolley Event Proposal –** Penny Nelson attended via phone. Ms. Nelson indicated she currently has two possibly three advertisers and needs at least nine. TPAC members discussed the current status of advertising, the availability of other funding such as grants, and the timing of the request. No motion was made; no action taken.
- b. AMF Event Evaluation –** The evaluation was included as part of the agenda packet.
- c. Vet Fest II Event Evaluation –** Bill Farrell presented evaluation and advised that the event was a success and that they are able to return \$1,000 of the \$2,000 advance the TPAC committee provided. Mr. Farrell explained about two issues that he will handle differently in the future. Next year's date has already been confirmed as September 9, 2017. Candice Michel thanked Mr. Farrell for the service he provides to this endeavor.
- d. Media Proposals –** City Manager Gary Milliman advised that he had compared the Spectrum media proposal and the KOBİ proposal. He recommends the Spectrum proposal.

Kristi Carson of Spectrum presented the advertising campaign package. The campaign is digital utilizing two methods – static display with embedded video or flash components and 15-second video ads. By the end of the campaign, Ms. Carson estimates that 78% of the target audience will have been reached ten times. She advised that analytics are provided through a dashboard so that the client can monitor reach and effectiveness. The target market can be adjusted and/or expanded. The agreement can be cancelled at any time.

TPAC members discussed the available budget. **Candice Michel made a motion to recommend a six-month campaign with a cost of up to \$7800. Bob Pieper seconded the motion. Angi Christian amended the motion to recommend a six-month campaign with a cost of up to \$6000. Candice Michel seconded the motion. Vote was unanimous to approve recommendation.**

Mr. Milliman then discussed the print advertising options. Through his research he has determined that if print advertising is to be used, he recommends either Oregon Coast Magazine or the People's Coast Guide. However, he said that advertising dollars would be better spent by retaining the services of a travel writer. TPAC membership asked that he return with proposals.

5. INFORMATIONAL ITEMS

- a. City Council Action** – City Manager Milliman advised that City Council had approved both proposals that TPAC had recommended at its last meeting, the Curry Coastal Christmas Event and the Nutcracker Ballet Event.
- b. Harris Beach State Park Video** – Candice Michel said that she has spoken with Joe Moran about the video project. She will be making a presentation to his students after Thanksgiving.

6. SCHEDULE NEXT MEETING – Next meeting scheduled for Thursday, December 15th at 4 pm.

7. ADJOURNMENT - no further business before the Committee, the meeting adjourned at 5:40 pm.

Respectfully submitted,



Tim Patterson, Chair

(approved at December 15, 2016 meeting)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,765,595.00	2,152,898.05	2,354,953.00	410,642.00	85.2
LICENSES AND PERMITS	106,000.00	6,718.92	33,591.62	72,408.38	31.7
INTERGOVERNMENTAL	218,000.00	24,933.72	86,863.67	131,136.33	39.9
CHARGES FOR SERVICES	159,500.00	10,642.96	64,705.71	94,794.29	40.6
OTHER REVENUE	132,100.00	6,573.49	46,070.65	86,029.35	34.9
TRANSFERS IN	338,456.00	.00	.00	338,456.00	.0
	<u>3,719,651.00</u>	<u>2,201,767.14</u>	<u>2,586,184.65</u>	<u>1,133,466.35</u>	<u>69.5</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	22,394.00	1,903.71	9,369.22	13,024.78	41.8
MATERIAL AND SERVICES	14,000.00	400.00	4,413.93	9,586.07	31.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,394.00</u>	<u>2,303.71</u>	<u>13,783.15</u>	<u>22,610.85</u>	<u>37.9</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	184,393.00	15,391.48	75,231.96	109,161.04	40.8
MATERIAL AND SERVICES	93,800.00	4,929.98	63,891.61	29,908.39	68.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>278,193.00</u>	<u>20,321.46</u>	<u>139,123.57</u>	<u>139,069.43</u>	<u>50.0</u>
POLICE:					
PERSONAL SERVICES	2,047,855.00	171,391.98	827,804.42	1,220,050.58	40.4
MATERIAL AND SERVICES	166,400.00	12,813.29	72,415.72	93,984.28	43.5
CAPITAL OUTLAY	55,150.00	.00	14,306.93	40,843.07	25.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,269,405.00</u>	<u>184,205.27</u>	<u>914,527.07</u>	<u>1,354,877.93</u>	<u>40.3</u>
FIRE:					
PERSONAL SERVICES	174,117.00	14,380.62	71,025.15	103,091.85	40.8
MATERIAL AND SERVICES	103,500.00	13,224.41	43,713.08	59,786.92	42.2
CAPITAL OUTLAY	45,519.00	30,579.01	30,579.01	14,939.99	67.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>323,136.00</u>	<u>58,184.04</u>	<u>145,317.24</u>	<u>177,818.76</u>	<u>45.0</u>
PLANNING AND BUILDING:					
PERSONAL SERVICES	202,191.00	16,987.96	85,555.61	116,635.39	42.3
MATERIAL AND SERVICES	89,600.00	664.68	8,191.30	81,408.70	9.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>291,791.00</u>	<u>17,652.64</u>	<u>93,746.91</u>	<u>198,044.09</u>	<u>32.1</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	172,655.00	16,403.96	88,280.37	84,374.63	51.1
MATERIAL AND SERVICES	70,400.00	6,791.74	101,486.45	(31,086.45)	144.2
CAPITAL OUTLAY	650.00	4,031.88	21,274.40	(20,624.40)	3273.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	243,705.00	27,227.58	211,041.22	32,663.78	86.6
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	180,610.00	14,705.73	72,514.67	108,095.33	40.2
MATERIAL AND SERVICES	33,000.00	2,224.60	11,049.05	21,950.95	33.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	213,610.00	16,930.33	83,563.72	130,046.28	39.1
SWIMMING POOL:					
PERSONAL SERVICES	54,263.00	.00	48,200.53	6,062.47	88.8
MATERIAL AND SERVICES	36,000.00	1,262.19	15,552.98	20,447.02	43.2
CAPITAL OUTLAY	4,300.00	.00	.00	4,300.00	.0
	94,563.00	1,262.19	63,753.51	30,809.49	67.4
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	144,000.00	11,789.42	39,295.61	104,704.39	27.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	227,500.00	.00	.00	227,500.00	.0
CONTINGENCIES AND RESERVES	627,354.00	.00	.00	627,354.00	.0
	998,854.00	11,789.42	39,295.61	959,558.39	3.9
	4,749,651.00	339,876.64	1,704,152.00	3,045,499.00	35.9
	(1,030,000.00)	1,861,890.50	882,032.65	(1,912,032.65)	85.6

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	467,000.00	34,866.35	243,959.20	223,040.80	52.2
OTHER REVENUE	12,750.00	1,399.00	10,364.46	2,385.54	81.3
TRANSFER IN	.00	.00	.00	.00	.0
	<u>479,750.00</u>	<u>36,265.35</u>	<u>254,323.66</u>	<u>225,426.34</u>	<u>53.0</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	201,432.00	14,544.30	82,390.19	119,041.81	40.9
MATERIAL AND SERVICES	193,400.00	8,002.44	68,554.40	124,845.60	35.5
CAPITAL OUTLAY	101,300.00	6,845.40	8,286.00	93,014.00	8.2
TRANSFERS OUT	49,954.00	.00	.00	49,954.00	.0
CONTINGENCIES AND RESERVES	118,664.00	.00	.00	118,664.00	.0
	<u>664,750.00</u>	<u>29,392.14</u>	<u>159,230.59</u>	<u>505,519.41</u>	<u>24.0</u>
	<u>664,750.00</u>	<u>29,392.14</u>	<u>159,230.59</u>	<u>505,519.41</u>	<u>24.0</u>
	<u>(185,000.00)</u>	<u>6,873.21</u>	<u>95,093.07</u>	<u>(280,093.07)</u>	<u>51.4</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	21,044.31	(21,044.31)	.0
CHARGES FOR SERVICES	1,607,000.00	100,275.90	745,431.79	861,568.21	46.4
OTHER INCOME	42,000.00	5,605.00	26,353.62	15,646.38	62.8
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,649,000.00</u>	<u>105,880.90</u>	<u>792,829.72</u>	<u>856,170.28</u>	<u>48.1</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	369,885.00	27,493.41	138,777.92	231,107.08	37.5
MATERIAL AND SERVICES	201,900.00	9,409.61	74,202.63	127,697.37	36.8
CAPITAL OUTLAY	59,900.00	398.39	22,868.03	37,031.97	38.2
	<u>631,685.00</u>	<u>37,301.41</u>	<u>235,848.58</u>	<u>395,836.42</u>	<u>37.3</u>
WATER TREATMENT:					
PERSONAL SERVICES	299,564.00	24,461.14	123,909.21	175,654.79	41.4
MATERIAL AND SERVICES	195,300.00	12,224.85	91,365.19	103,934.81	46.8
CAPITAL OUTLAY	35,400.00	398.39	4,376.44	31,023.56	12.4
TRANSFERS OUT	417,829.00	.00	.00	417,829.00	.0
CONTINGENCIES AND RESERVES	179,222.00	.00	.00	179,222.00	.0
	<u>1,127,315.00</u>	<u>37,084.38</u>	<u>219,650.84</u>	<u>907,664.16</u>	<u>19.5</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,759,000.00</u>	<u>74,385.79</u>	<u>455,499.42</u>	<u>1,303,500.58</u>	<u>25.9</u>
	<u>(110,000.00)</u>	<u>31,495.11</u>	<u>337,330.30</u>	<u>(447,330.30)</u>	<u>306.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	13,661.53	(18,161.53)	303.6
CHARGES FOR SERVICES	3,004,000.00	262,943.83	1,327,086.06	1,676,913.94	44.2
OTHER REVENUE	5,000.00	2,630.00	3,682.87	1,317.13	73.7
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,004,500.00</u>	<u>265,573.83</u>	<u>1,344,430.46</u>	<u>1,660,069.54</u>	<u>44.8</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	522,442.00	43,307.74	221,239.99	301,202.01	42.4
MATERIAL AND SERVICES	227,700.00	6,925.74	53,040.51	174,659.49	23.3
CAPITAL OUTLAY	40,900.00	9,112.90	13,090.95	27,809.05	32.0
	<u>791,042.00</u>	<u>59,346.38</u>	<u>287,371.45</u>	<u>503,670.55</u>	<u>36.3</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	511,268.00	41,014.03	205,178.37	306,089.63	40.1
MATERIAL AND SERVICES	583,400.00	31,479.06	178,152.13	405,247.87	30.5
CAPITAL OUTLAY	24,900.00	398.39	4,376.44	20,523.56	17.6
TRANSFERS OUT	1,591,503.00	.00	.00	1,591,503.00	.0
CONTINGENCIES AND RESERVES	306,887.00	.00	.00	306,887.00	.0
	<u>3,017,958.00</u>	<u>72,891.48</u>	<u>387,706.94</u>	<u>2,630,251.06</u>	<u>12.9</u>
	<u>3,809,000.00</u>	<u>132,237.86</u>	<u>675,078.39</u>	<u>3,133,921.61</u>	<u>17.7</u>
	<u>(804,500.00)</u>	<u>133,335.97</u>	<u>669,352.07</u>	<u>(1,473,852.07)</u>	<u>83.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 5 MONTHS ENDING NOVEMBER 30, 2016

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	478,671.00	436,548.41	446,815.23	31,855.77	93.3
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	4.18	5.26	494.74	1.1
	<u>479,171.00</u>	<u>436,552.59</u>	<u>446,820.49</u>	<u>32,350.51</u>	<u>93.3</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	3,800.00	31,200.00	10.9
CAPITAL OUTLAY	198,632.00	.00	.00	198,632.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	435,539.00	.00	.00	435,539.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>669,171.00</u>	<u>.00</u>	<u>3,800.00</u>	<u>665,371.00</u>	<u>.6</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>669,171.00</u>	<u>.00</u>	<u>3,800.00</u>	<u>665,371.00</u>	<u>.6</u>
	<u>(190,000.00)</u>	<u>436,552.59</u>	<u>443,020.49</u>	<u>(633,020.49)</u>	<u>233.2</u>

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/01/2016	78391	5562	American Planning Association	10-00-2005	415.00
12/16	12/01/2016	78392	254	American Water Works Assn	20-00-2005	345.00
12/16	12/01/2016	78393	5283	Best Western Plus Hood River Inn	25-00-2005	434.80
12/16	12/01/2016	78394	5004	Blumenthal Uniforms & Equipment	10-00-2005	1,492.89
12/16	12/01/2016	78395	313	Brookings Vol Firefighters	10-00-2005	2,250.00
12/16	12/01/2016	78396	715	Budge McHugh Supply	10-00-2005	1,700.11
12/16	12/01/2016	78397	822	Coast Auto Center	10-00-2005	371.70
12/16	12/01/2016	78398	1745	Coastal Paper & Supply, Inc	10-00-2005	131.96
12/16	12/01/2016	78399	1740	Code Publishing Company Inc	10-00-2005	160.65
12/16	12/01/2016	78400	182	Coos-Curry Electric	10-00-2005	31,526.43
12/16	12/01/2016	78401	284	Day Management Corp	10-00-2005	790.00
12/16	12/01/2016	78402	1	Heather Kelly	20-00-2005	122.58
12/16	12/01/2016	78403	1	Paul Salzburg	20-00-2005	258.84
12/16	12/01/2016	78404	1	Jessica Slosser	20-00-2005	227.74
12/16	12/01/2016	78405	1	Amanda White	20-00-2005	216.27
12/16	12/01/2016	78406	5278	Frank Dunn	25-00-2005	176.00
12/16	12/01/2016	78407	5125	Jordan Fanning	50-00-2005	99.60
12/16	12/01/2016	78408	5642	Financial Pacific Leasing	10-00-2005	4,031.88
12/16	12/01/2016	78409	5432	First Community Credit Union	25-00-2005	812.99
12/16	12/01/2016	78410	298	Freeman Rock, Inc	25-00-2005	1,230.00
12/16	12/01/2016	78411	4646	Frontier	30-00-2005	26.21
12/16	12/01/2016	78412	5065	Gold Beach Lumber	20-00-2005	2,430.43
12/16	12/01/2016	78413	199	Richard Harper	10-00-2005	400.00
12/16	12/01/2016	78414	4171	In-Motion Graphics	10-00-2005	18.00
12/16	12/01/2016	78415	328	Les Schwab Tire Center	25-00-2005	494.73
12/16	12/01/2016	78416	679	McCourt Floor Coverings	10-00-2005	3,747.50
12/16	12/01/2016	78417	4269	Milliman, Gary	10-00-2005	67.50
12/16	12/01/2016	78418	5343	OAWU	25-00-2005	400.00
12/16	12/01/2016	78419	4781	OHA Drinking Water Services	20-00-2005	140.00
12/16	12/01/2016	78420	4781	OHA Cashier	20-00-2005	195.00
12/16	12/01/2016	78421	3561	Oil Can Henry's	10-00-2005	917.00
12/16	12/01/2016	78422	322	Postmaster	25-00-2005	850.00
12/16	12/01/2016	78423	3	Lois Worthington	20-00-2005	1,236.30
12/16	12/01/2016	78424	1840	Rogue Credit Union	25-00-2005	1,140.72
12/16	12/01/2016	78425	142	Tidewater Contractors Inc	15-00-2005	586.52
12/16	12/01/2016	78426	990	UPS	10-00-2005	82.73
12/16	12/01/2016	78427	2863	Verizon Wireless	10-00-2005	479.27
12/16	12/01/2016	78428	861	Village Express Mail Center	10-00-2005	20.88
12/16	12/01/2016	78429	4220	Woof's Dog Bakery	61-00-2005	12.00
12/16	12/01/2016	78430	5496	Wright's Custom Framing	20-00-2005	66.00
12/16	12/08/2016	78431	5704	Azalea Society of America	10-00-2005	90.00
12/16	12/08/2016	78432	1314	Bernie Bishop Mazda	25-00-2005	661.20
12/16	12/08/2016	78433	4939	BI- Mart Corporation	10-00-2005	165.63
12/16	12/08/2016	78434	4827	Boldt, Carlisle & Smith LLC	75-00-2005	3,305.00
12/16	12/08/2016	78435	4594	C & M Equipment, Inc.	10-00-2005	158.40
12/16	12/08/2016	78436	5070	Canon Solutions America	10-00-2005	583.52
12/16	12/08/2016	78437	149	Carpenter Tire Factory	20-00-2005	290.00
12/16	12/08/2016	78438	1373	Cascade Fire Equipment	10-00-2005	533.82
12/16	12/08/2016	78439	528	Caselle, Inc	25-00-2005	889.33
12/16	12/08/2016	78440	3015	Charter Communications	30-00-2005	497.72
12/16	12/08/2016	78441	3834	Clean Sweep Janitorial Service	10-00-2005	1,480.00
12/16	12/08/2016	78442	3844	Donna Colby-Hanks	10-00-2005	31.90
12/16	12/08/2016	78443	183	Colvin Oil Company	10-00-2005	1,360.75

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/08/2016	78444	648	Curry County Sheriffs Office	30-00-2005	4,428.64
12/16	12/08/2016	78445	173	Curry Equipment	10-00-2005	87.20
12/16	12/08/2016	78446	166	Dan's Auto & Marine Electric	20-00-2005	356.68
12/16	12/08/2016	78447	317	DCBS - Fiscal Services	10-00-2005	277.17
12/16	12/08/2016	78448	317	DCBS - Fiscal Services	10-00-2005	160.00
12/16	12/08/2016	78449	185	Del Cur Supply	10-00-2005	141.07
12/16	12/08/2016	78450	1	Gerald & Renee Balcom	20-00-2005	181.06
12/16	12/08/2016	78451	1	Michelle Cowan	20-00-2005	118.93
12/16	12/08/2016	78452	1	Don & Deborah Miller	20-00-2005	93.78
12/16	12/08/2016	78453	261	Engineered Control Products	20-00-2005	492.97
12/16	12/08/2016	78454	3342	Fastenal	20-00-2005	1,018.82
12/16	12/08/2016	78455	2186	Ferguson #3011 Waterworks	20-00-2005	7,079.24
12/16	12/08/2016	78456	5235	Ferguson Enterprises Inc #3007	25-00-2005	499.41
12/16	12/08/2016	78457	153	Ferrellgas	25-00-2005	624.84
12/16	12/08/2016	78458	4646	Frontier	30-00-2005	640.66
12/16	12/08/2016	78459	5078	Geotechnical Resources, Inc	57-00-2005	1,557.50
12/16	12/08/2016	78460	139	Harbor Logging Supply	10-00-2005	193.55
12/16	12/08/2016	78461	4171	In-Motion Graphics	10-00-2005	65.25
12/16	12/08/2016	78462	162	Kerr Hardware	10-00-2005	1,545.66
12/16	12/08/2016	78463	5605	Life-Assist Inc	50-00-2005	2,255.70
12/16	12/08/2016	78464	5190	Micontrol, Inc	25-00-2005	130.90
12/16	12/08/2016	78465	424	Munnell & Sherrill	25-00-2005	45.26
12/16	12/08/2016	78466	4443	Napa Auto Parts	10-00-2005	35.62
12/16	12/08/2016	78467	4487	Net Assets Corporation	10-00-2005	310.00
12/16	12/08/2016	78468	279	One Call Concepts, Inc	20-00-2005	35.64
12/16	12/08/2016	78469	5008	Online Information Services	10-00-2005	98.44
12/16	12/08/2016	78470	5390	O'Reilly Automotive, Inc	15-00-2005	2.59
12/16	12/08/2016	78471	311	Paramount Supply Company	10-00-2005	1,263.65
12/16	12/08/2016	78472	3309	Roberts & Associates	15-00-2005	2,390.00
12/16	12/08/2016	78473	444	Secretary of State	75-00-2005	390.00
12/16	12/08/2016	78474	2122	Cardmember Service	10-00-2005	5,493.25
12/16	12/08/2016	78475	169	Waste Connections Inc	10-00-2005	1,692.50
12/16	12/08/2016	78476	151	Western Communications, Inc.	10-00-2005	85.15
12/16	12/15/2016	78477	4734	Aramark	15-00-2005	84.81
12/16	12/15/2016	78478	4734	Aramark Uniform Services	10-00-2005	115.48
12/16	12/15/2016	78479	4363	Black & Rice LLP	10-00-2005	2,633.78
12/16	12/15/2016	78480	3015	Charter Communications	10-00-2005	199.96
12/16	12/15/2016	78481	3834	Clean Sweep Janitorial Service	25-00-2005	225.00
12/16	12/15/2016	78482	4713	Corpro Companies	20-00-2005	790.00
12/16	12/15/2016	78483	1357	Curry County Clerk	10-00-2005	450.00
12/16	12/15/2016	78484	259	Da-Tone Rock Products	25-00-2005	15,213.89
12/16	12/15/2016	78485	5382	Davis Wright Tremaine LLP	10-00-2005	4,000.00
12/16	12/15/2016	78486	1	Premier Property Management	20-00-2005	45.00
12/16	12/15/2016	78487	1	Michael Charles Thomas	20-00-2005	74.37
12/16	12/15/2016	78488	1	Cathy Wong	20-00-2005	25.60
12/16	12/15/2016	78489	371	Dept. of Environmental Quality	25-00-2005	980.00
12/16	12/15/2016	78490	2640	Dyer Partnership Inc., The	51-00-2005	315.00
12/16	12/15/2016	78491	5676	Ewing Irrigation Products Inc	50-00-2005	8,439.62
12/16	12/15/2016	78492	2186	Ferguson Enterprises Inc #3011	20-00-2005	952.18
12/16	12/15/2016	78493	4646	Frontier	25-00-2005	837.63
12/16	12/15/2016	78494	4989	Gaylord Klinefelter Contracting Inc	15-00-2005	384.00
12/16	12/15/2016	78495	4518	Government Ethics Commission	75-00-2005	237.66
12/16	12/15/2016	78496	198	Grants Pass Water Lab	10-00-2005	608.00
12/16	12/15/2016	78497	994	Hughes Fire Equipment	10-00-2005	4,368.00
12/16	12/15/2016	78498	4171	In-Motion Graphics	10-00-2005	116.00
12/16	12/15/2016	78499	4981	McLennan Excavation, Inc	57-00-2005	224,299.75

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/15/2016	78500	4573	Methodworks	25-00-2005	2,823.00
12/16	12/15/2016	78501	5089	Monoprice, Inc	49-00-2005	719.94
12/16	12/15/2016	78502	283	Muffler & More	20-00-2005	230.00
12/16	12/15/2016	78503	1844	My-Comm, Inc	10-00-2005	82.50
12/16	12/15/2016	78504	442	OCCMA	10-00-2005	238.37
12/16	12/15/2016	78505	5603	Oregon Assoc of Municipal Recorders	10-00-2005	50.00
12/16	12/15/2016	78506	427	Oregon Pacific Company	25-00-2005	312.00
12/16	12/15/2016	78507	1920	Pitney Bowes, Inc.	10-00-2005	122.38
12/16	12/15/2016	78508	187	Quality Fast Lube & Oil	20-00-2005	130.00
12/16	12/15/2016	78509	207	Quill Corporation	10-00-2005	2,328.62
12/16	12/15/2016	78510	5691	Ritz Safety LLC	20-00-2005	555.00
12/16	12/15/2016	78511	4448	United Rentals INC	25-00-2005	980.00
12/16	12/15/2016	78512	5705	WAFD Insurance Group Inc	25-00-2005	3,696.00
12/16	12/15/2016	78513	169	Waste Connections Inc	25-00-2005	4,096.25
12/16	12/22/2016	78514	1314	Bernie Bishop Mazda	25-00-2005	161.70
12/16	12/22/2016	78515	5004	Blumenthal Uniforms & Equipment	10-00-2005	63.19
12/16	12/22/2016	78516	4788	BOLI	51-00-2005	250.00
12/16	12/22/2016	78517	1169	Brookings Electronic Svs Inc	50-00-2005	1,156.00
12/16	12/22/2016	78518	5070	Canon Solutions America	10-00-2005	92.53
12/16	12/22/2016	78519	4928	CIS Trust	10-00-2005	27,417.06
12/16	12/22/2016	78520	822	Coast Auto Center	10-00-2005	339.80
12/16	12/22/2016	78521	1740	Code Publishing Company Inc	10-00-2005	229.50
12/16	12/22/2016	78522	183	Colvin Oil Company	20-00-2005	4,024.91
12/16	12/22/2016	78523	2384	Curry County Road Dept	25-00-2005	210.00
12/16	12/22/2016	78524	4746	Curry County Treasurer	10-00-2005	256.00
12/16	12/22/2016	78525	1	Danny Bridges	20-00-2005	156.45
12/16	12/22/2016	78526	1	Kristyllynn Girard	20-00-2005	133.91
12/16	12/22/2016	78527	1	Amy Page	20-00-2005	139.91
12/16	12/22/2016	78528	1	Ray's Food Place #6	20-00-2005	93.80
12/16	12/22/2016	78529	1	Derrick & Kristina Richison	20-00-2005	37.83
12/16	12/22/2016	78530	1	Greg & Brenda Sandeno	20-00-2005	2.26
12/16	12/22/2016	78531	5706	DSU Peterbilt & GMC Inc	15-00-2005	69.87
12/16	12/22/2016	78532	2640	Dyer Partnership Inc., The	53-00-2005	21,975.04
12/16	12/22/2016	78533	3342	Fastenal	20-00-2005	481.13
12/16	12/22/2016	78534	4646	Frontier	10-00-2005	207.64
12/16	12/22/2016	78535	5123	GCB Automation and Marine LLC	25-00-2005	1,260.00
12/16	12/22/2016	78536	269	Grainger	25-00-2005	97.76
12/16	12/22/2016	78537	4171	In-Motion Graphics	25-00-2005	41.50
12/16	12/22/2016	78538	4980	iSecure	10-00-2005	33.00
12/16	12/22/2016	78539	5131	Med-Tech Resource Inc	10-00-2005	805.45
12/16	12/22/2016	78540	4573	Methodworks	25-00-2005	1,650.00
12/16	12/22/2016	78541	5364	North Central Laboratories	25-00-2005	283.41
12/16	12/22/2016	78542	4781	OHA Drinking Water Services	20-00-2005	280.00
12/16	12/22/2016	78543	4781	OHA Cashier	25-00-2005	305.00
12/16	12/22/2016	78544	4559	Oregon Assoc of Clean Water Agencies	25-00-2005	677.00
12/16	12/22/2016	78545	5155	Oregon Department of Revenue	50-00-2005	48.84
12/16	12/22/2016	78546	5155	Oregon Department of Revenue	10-00-2005	776.25
12/16	12/22/2016	78547	207	Quill Corporation	10-00-2005	389.96
12/16	12/22/2016	78548	5448	Stover Engineering	53-00-2005	503.65
12/16	12/22/2016	78549	861	Village Express Mail Center	10-00-2005	43.31
12/16	12/22/2016	78550	2178	Watershed, Inc	10-00-2005	76.40
12/16	12/22/2016	78551	301	Woudstra Concrete Finishing	50-00-2005	500.00
12/16	12/29/2016	78552	4802	ASCAP	10-00-2005	341.00
12/16	12/29/2016	78553	993	ATCO International	10-00-2005	145.00
12/16	12/29/2016	78554	1314	Bernie Bishop Mazda	20-00-2005	124.15
12/16	12/29/2016	78555	4827	Boldt, Carlisle & Smith LLC	75-00-2005	6,785.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/16	12/29/2016	78556	5108	Brad Kelly, PT	10-00-2005	90.00
12/16	12/29/2016	78557	5450	Complete Wireless Technologies	10-00-2005	87.98
12/16	12/29/2016	78558	182	Coos-Curry Electric	10-00-2005	29,661.12
12/16	12/29/2016	78559	5707	Cory, Jennifer	10-00-2005	208.00
12/16	12/29/2016	78560	4746	Curry County Treasurer	10-00-2005	253.75
12/16	12/29/2016	78561	5709	Dan's Photo	10-00-2005	125.00
12/16	12/29/2016	78562	1	Randa Amore	20-00-2005	99.25
12/16	12/29/2016	78563	371	Oregon DEQ	25-00-2005	320.00
12/16	12/29/2016	78564	5073	Edwards Roofing	10-00-2005	195.00
12/16	12/29/2016	78565	2186	Ferguson Enterprises Inc #3011	20-00-2005	96.86
12/16	12/29/2016	78566	5708	GSS Inc	20-00-2005	162.50
12/16	12/29/2016	78567	5517	McGuire Bearing Company	25-00-2005	67.01
12/16	12/29/2016	78568	4781	OHA Drinking Water Services	20-00-2005	280.00
12/16	12/29/2016	78569	4781	OHA Cashier	20-00-2005	395.00
12/16	12/29/2016	78570	5155	Oregon Department of Revenue	10-00-2005	1,097.50
12/16	12/29/2016	78571	5035	Premier Property Management	10-00-2005	142.80
12/16	12/29/2016	78572	207	Quill Corporation	10-00-2005	906.43
12/16	12/29/2016	78573	990	UPS	20-00-2005	31.10
12/16	12/29/2016	78574	4135	Jim Watson	10-00-2005	11.00

Grand Totals:

492,598.93

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary