

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, March 10, 2014, 7:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Appointment of Linda Matlock to the Budget Committee. [pg. 3]

E. Scheduled Public Appearances

1. Presentation on Public Safety Matters by Curry County Sheriff John Bishop. [City Manager, pg. 6]
 - a. "Curry County Jail Consolidation with Coos County Jail," power point slides. [pg. 7]

F. Resolutions

1. Adoption of resolutions authorizing submission of grant applications for the phase one of the Azalea Park Ball Field Rehabilitation Project. [Parks, pg. 23]
 - a. Resolution 14-R-1027, Land and Water Conservation Fund grant application. [pg. 24]
 - b. Resolution 14-R-1028, Local Government Grant application. [pg. 25]
 - c. Azalea Park Reconfiguration Schematic Plan. [pg. 26]

G. Oral Requests and Communications from the audience

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

H. Staff Reports

1. Authorization to execute Intergovernmental Agreement with Oregon Department of Transportation Growth Management Grant to update the Transportation System Plan. [Planning, pg. 27]
 - a. Intergovernmental Agreement [pg. 28]
2. Adoption of the City of Brookings 2014 Strategic Plan. [City Manager, pg. 71]
 - a. Strategic Plan [pg. 73]

I. Consent Calendar

1. Approve Council minutes for February 24, 2014. [pg. 77]
2. Accept a permanent public utility easement from Smith River Rancheria for the Airport Infrastructure Project and authorize the City Manager to sign on behalf of the City. [pg. 82]
3. Accept a temporary public utility easement from Gary and Elizabeth Wimberley and a permanent public utility waterline easement from Milton J. and Betty Lou Gowman for the Airport Infrastructure Project, and affirm the City Manager's authorization to sign the easements on behalf of the City. [pg. 86]
4. Accept February 2014 Vouchers in the amount of \$301,949.06. [pg. 95]

J. Remarks from Mayor and Councilors

K. 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 ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.



RECEIVED

FEB 25 2014

CITY OF BROOKINGS

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: Linda Matlack Date: 2-24-14
Physical Address: 620 Pioneer Rd, Brookings
Mailing Address: PO Box 1972, Brookings, OR 97415
Email Address: lmatlack@roguefcu.org Phone: 541 469 4847

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 checked="" type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? 30 (yrs/mths)

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?** Accounting Manager

NOTES:

(i) *Membership requirements:*

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- 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 to determine if you are in the UGB).

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

(iii) *Other restrictions:*

- No more than two (2) Planning 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.
- Three (3) Public Art Committee 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:**

I have worked in the accounting department of Chetco FCU and now Rogue for over 25 years. My duties at Chetco included preparing the annual budget.

2. List your **work history and educational background**, as well as any volunteer experience that is **not** related to the position for which you are applying:

I have a BS in Business Administration from Eastern Oregon University. I have worked in the accounting department of Chetco FCU + now Rogue Credit Union for over 25 years.

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

I want to give back to the city that I have called home for most of my life. With my experience, the budget committee seems like a good fit.

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 and in the presence of the witness listed below, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Linda Matlock

Applicant (print name)

Linda Matlock

Applicant's Signature

2-24-14

Date

Barbara J. Eide

Witness (print name)

Barbara J. Eide

Witness's Signature

2/24/14

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 (OGE). You may view a sample form at http://www.oregon.gov/OGE/forms_publications.shtml. Official forms are provided by OGE.

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: 541-469-1135

Parks and Recreation Commission: 541-469-1103

Traffic Safety Committee: 541-469-1103

Public Art Committee: 541-469-1135

Budget Committee: 541-469-1123

Tourism Promotion Advisory Committee

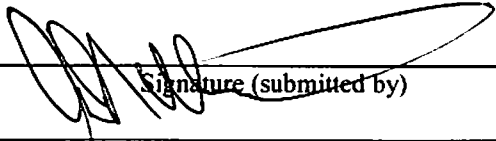
541-469-1101

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 10, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Presentation on Public Safety Fiscal Matters by Sheriff John Bishop

Recommended Motion: No action at this time.

Financial Impact: See below.

Background/Discussion:

Sheriff John Bishop has developed a strategy for funding the continued operation of the Curry County Jail with a \$0.68 property tax levy. He has also proposed consolidating 9-1-1 dispatch into the Brookings Police Department and a possible Gas Tax to fund Criminal and Civil Divisions of the Sheriff's Department. The overarching goal of this plan appears to be to establish a funding source for a minimum level of law enforcement services outside of the County General Fund budget.

As staff understands it, the proposal would be to fully staff the Curry County Jail with 16 Corrections Deputies, one Sergeant, one nurse and one maintenance employee. Services would include jail, court security and prisoner transportation. Currently, Communications Deputies perform some of these functions. A part of the proposal is to eliminate the Sheriff's 9-1-1 center, transfer some of those employees to work full time in the jail, and transfer other of these employees to the Brookings 9-1-1 center. There would be a net increase in jail staffing. The proposed \$0.68 property tax levy would fund the aforementioned services.

A second but essential part of the Sheriff's plan would be to close the County 9-1-1 center and transfer all 9-1-1 responsibility to the City of Brookings. According to Chief Wallace, this would require an increase in Brookings communications center staff by 3-4 employees. The city would receive additional 9-1-1 revenue, and would need to secure contracts with other agencies, such as Gold Beach Police Department, to provide dispatching services. There are a number of technical and labor issues to be addressed.

A third part of the Sheriff's proposal is to consider a gas tax to fund other Countywide Sheriff services. This proposal is very conceptual at this time as current State Law requires that all gas tax revenues be used to fund street maintenance/improvements.

The above proposals are described toward the back of the attached document.
City staff has not performed an independent financial analysis of the proposal.

Attachment(s):

- a. "Curry County Jail Consolidation with Coos County Jail" power point presentation.

CURRY COUNTY JAIL CONSOLIDATION WITH COOS COUNTY JAIL



Staffing Costs \$344,000

Coos County states it will cost them approximately \$344,000.00 in personnel costs or \$57,000.00 per deputy. In my opinion this is about 20,000.00ea. short (\$120,000.00 total) than the true cost when considering benefits.

Coos County Personnel costs should be approximately \$464,000.00 (State law [236.605-236.640] also will play a big factor)

The Coos County Jail would need to add six certified Corrections Deputies to its roster to open a cell block to accommodate 35 more inmates. This allows for 24/7 staffing of the block and takes into consideration officers vacation time, sick leave, overtime, training, etc.



Curry county pays between \$61,000.00 and \$81,000.00 per employee depending on their scale (Deputy 1 to Deputy 3) This includes benefits.

Our current personnel budget for Curry County is \$1,010,790.00. As of this presentation our actual costs for *13/14 are projected to be* **\$880,854.00**

Remember Coos County numbers do not include Transportation, Court Security, Assistance with Dispatch, and Search and Rescue. (It also should be noted you will taking these paying jobs and relocating them to another county which will further help collapse the economic system in Curry)

Transportation: All of these numbers will be approximate but it will give you a sense of what we are looking at.

1. 150 miles round trip for a yearly total of about 100,000 miles and 4 hours each trip.
2. Vehicles. We will need two vehicles at all times so you are looking at a yearly cost just for vehicles will be about \$40,000.00
3. Mileage at .43 a mile will equal \$43,000.00
4. Yearly total is \$83,000.00 plus some equipment and two deputies if over 2 people being transported.
5. Insurance / Safety / Hearings / Trials?
6. What do we do with inmates during the day or while waiting for transport.



Coos County states it will cost them approximately \$100,000.00 in medical costs. This cost is only for the in house day to day medical needs. (this is what Georganne Green is currently providing for Curry County for less money)

Curry County would have to budget an additional \$40,000.00 in Major Medical for hospital and emergency room visits and we would not be in control how these visits would be conducted. (Currently we are very selective before we let an inmate go to the hospital; thereby keeping our cost as low as possible.)

It should be noted that the \$40,000 will be high for some years and low for others. This is an approximate average taken from the last 8 eight years.

Medical Costs \$100,000

The Coos County Jail currently uses ConMed for inmate medical care. ConMed estimates an increased cost of \$100,000 annually to add 35 inmates to our current roster. ConMed provides excellent medical care for the inmates and protects the County from liability by employing certified medical professionals for all facets of state mandated medical care including mental health.

Conmed HEALTHCARE
MANAGEMENT



Coos County states it will cost them approximately \$40,000.00 for meals. That is \$3.13 per inmate per day, or \$1.04 per meal. That appears to be very low and according to other jails and providers the cost should be about where our costs are at this fiscal year. \$2.58 per meal.

If those higher numbers are true then the real costs could be as high as \$99,000.00 or \$59,000.00 more than budgeted by Coos County.

In years past we cooked our own food and used inmate labor, and our food bill totaled about the \$100,000 dollar mark or just a little higher when we had more inmates. We are currently under contract with ABL and our meal costs will be a little cheaper than in the past but will remain at about \$2.50 per meal.

Meals \$40,000

To feed an 35 more inmates the Coos County Jail estimates an increased cost of \$40,000 annually. This figure covers all food and kitchen staff costs to meet the dietary requirements of feeding an additional 35 inmates daily.



Maintenance/Supplies \$30,000

To house an additional 35 inmates the Coos County Jail estimates an increased maintenance/supply cost of \$30,000 annually. This figure includes wages for maintenance staff and supplies needed to perform routine maintenance and upkeep on the necessary housing unit.



Utilities \$40,000

Housing an additional 35 inmates will increase the jails utility costs by an estimated \$40,000 annually. This figure includes electricity, water and sewer costs.



Both of these areas seem to be budgeted about right and are inline with other facilities. These numbers will fluctuate depending on in-mate labor, contracts, etc. for these services. I would agree that adding 35 inmates instead of just having the 35 to divide the costs will be cheaper.

Summary of Costs Chart

Category	Current Cost	W/35 more Inmates	Cost Difference
Staffing	\$1,973,374	\$2,317,374	+\$344,000
Medical	\$432,358	\$532,358	+\$100,000
Meals	\$107,956	\$147,956	+\$40,000
Utilities	\$200,000	\$240,000	+\$40,000
Maintenance/Supplies	\$130,063	\$160,063	+\$30,000
TOTAL COST DIFFERENCE			+\$554,000

S/B \$464,000.00

Add \$40,000.00 for Major Medical Total \$140,000.00

Using state wide and our numbers I think you will add another \$59,000.00 to this total. Or a total of \$99,000.00

These two areas are budgeted about right and may be a little lower depending on inmate labor etc.

\$773,000.00

The total from Coos County in my opinion should look more like (\$773,000.00) and this does not take into account other issues which I will discuss in the upcoming slides.

So lets look at the numbers and issues:

1. The Curry County Jail which would then be a holding facility.
2. Book and Release.
3. Liability.
4. Insurance.
5. Court Security
6. Assistance given to other divisions, ie: Dispatch, SAR, and Patrol, Extra events.
7. Transportation
8. Materials and Services for Book and Release. (Computers, Bio Metrics, Policy & Procedures, CAD, Etc.
9. Loss of Revenue
10. Community Corrections.
11. Effect on other county agencies (District Attorney, Juvenile, Judges, etc.)
12. ORS.169.050 RFP bidding system
13. ORS. 236.605

ISSUES

The Curry County Jail would still need to be a holding facility to hold inmates during Trials, Pre Trials, Hearings, Mental Health Evaluations, and Transports.

This is significant because by law you can only hold an inmate in a holding facility for no longer than 4 hours, which means we would have to attempt to get a waiver or we transport every four hours to Coquille.

You will need the minimum staffing for this facility 24/7 which by the way we are already at those staffing levels. (It will take 12 deputies minimum)

We can cite and release a lot of the people who are arrested, or we can hold for transport. However because we are holding inmates we will still be required to perform numerous tasks which we already do. (Example: Biometrics Finger prints, Policies and procedures, Jail standards, food for meals if all day trial, insurance costs, hourly inmate checks, medication, on call medical staff etc.

We will have major constitutional issues. The Defense Attorneys will file motions almost immediately to stop this, and the judges while they can not make public statements will point out the laws and constitutional issues preventing this.

ISSUES

We have to factor productivity as well, the Corrections personnel also help out Dispatch, SAR, and Extra Events.

We also have a responsibility to the State Courts to provide security. This includes the Judges, Jurors, and the court room, as well as escorting in-mates. During difficult trials this may take up to four deputies.

Loss of revenue: We would lose several avenues of revenue and or be greatly reduced. The main revenue would be Community Corrections. We would see a reduction of approximately \$120,000 due to the P&P division just renting beds from Coos County (they average 5 beds a day.) The monies we currently get from P&P we use not only for bed days but support services as well and these would go away.

We would lose the SCAAP Grant as well as the Misc. Revenue of about \$50,000 for Home monitoring and Measure 73 cases. Our phone revenue which helps offset the required necessities we must provide for the inmates, (clothing bedding, personal hygiene, etc.)

All together approximately \$181,000 in lost revenue, could be realized.

ISSUES

Community Corrections would be severely hampered in their efforts to reduce recidivism as jail beds would be costly and harder to connect with probationers.

Our Fail to Appear warrants would rise dramatically. Which would slow the rest of the system down, reduce productivity, and be expensive.

The Coos county model is only for 35 beds. I believe Coos County numbers are low and will not work. Last year our daily population was 42 beds, what do we do when we exceed the 35 beds? What happens when they realize their numbers are to low?

In my opinion, closing the jail and moving it to Coos County is not only a very bad idea, it will cost the county anywhere from \$500,000 to \$870,000 in increased expenses. This amount doesn't take into account the loss productivity, public safety, economic effects, court security issues, and the expediency and convenience we now have. I will oppose any movement in this direction and The Coos County Sheriff has stated he will not support any consolidation against my wishes, especially if it doesn't save money for us, and cost him more.

NUMBERS FOR THE JAIL LAST YEAR:

Total Jail Population For 2013 was **12,915** = **35.3** Daily population.

This is down a little from 2012 which was **15,294** or **41.9** Daily Population.

Parolees on Supervision = **169** (Drug and Alcohol, Anger Management, Mental Health, GED, Mentoring, Parenting Skills, abiding by all judges orders, Etc.)

Jail G.F.Budget **\$ 1,027,516.00**

Command and Control (dispatch) **\$ 175,000.00**

(Divided by total inmate population for 2013 **12,915**)

Total cost per inmate per bed day for 2013 = **\$ 93.11**

Minus Food budget (1,202,516 - 100,000 = 1,102,516 divided by total population 12,915) = **\$ 85.37**

$\$93.11 - \$85.37 =$ **\$ 7.74** per inmate per day for meals or

Per Meal Cost Per Inmate Averages **\$ 2.58**

PROJECTED COSTS

**Projected Costs would be approximately \$980,000 +
This would be in addition to the costs by Coos County. \$773,000**

Total estimated Costs \$1,753,000

Again this doesn't include loss of productivity and additional bureaucracy.

Our projected costs for 13/14 with no revenue = \$1,063,268

Projections with revenue Coos County Cost \$1,665,000

Projection with revenue Curry County Cost \$ 794,210

(Mainly due to SB1145 monies and jail assessments.)

Another issue would be the \$111,190.00 hit to the Administrative Services causing either more layoffs or other departments having to adsorbed those costs.

SOLUTIONS

I believe we can fix this problem by attempting to do the following:

Fund the jail on a separate levy. If we staff the jail correctly and fund it separately I think we can have a operational jail in a sustainable budget for the foreseeable future. By doing this we can take some of the pressure off of the General Fund and keep what I feel is the hub for the entire public safety system. Everyone needs the jail and what it contributes to a lawful society.

What does this look like: It can take on many different variables but I think if we could fund it at approximately **.68 a thousand** we would have a correctly staffed jail, with some monies for capital repairs and contingency for when we have unexpected issues with inmates. I believe the cities will support as they also realize the importance of the jail.

Consolidate dispatch, this could save up to an additional \$500,000 depending on how the agreements are worked out. This has the potential to take 1.5 million from public safety and return to the General Fund for other parts of the county.

How did I arrive at the .68 a Thousand?

By looking at the current budget and yearly trends and the current projections I have come up with a general cost for the jail at the corrected staffing levels and revenue.

Revenue is projected to be approximately **\$298,000.00**

Personnel is projected to be approximately **\$1,460,790.00**
(16 deputies, 1 Lt; 1 Sgt; 1 nurse; and 1 Maintenance. This would cover jail, command and control, court security, transport 24/7/365)

Materials and Service is projected to be approximately **\$275,000.00**

Administrative Services is Currently budgeted at **\$111,000.00**

Total Budget Projection **\$1,548,790.00**

A **.68 a thousand** and a 93% collection rate would us **\$1,631,709.00**

This would leave approximately **\$82,919.00** for contingency and capital repairs.

If we save and are fiscally responsible we may have more to carry over into a reserve contingency. We currently can not do this as the monies are General Fund and have to go back to the county at year end.

SOLUTIONS

Another idea is to separate the Criminal/Civil Divisions and fund them with a gas fee. *(One number on the purchases in Curry County by visitors outside of Curry County is 17 million in fuel purchases)*

This would take some laws changes, but if we could adequately fund this division with this money, the money saved from the Jail, Communications, and Criminal would go a long way in funding the rest of the county.

At minimum this would give us some time to make things permanent and sustainable for the years to come, without relying on the Federal Government.

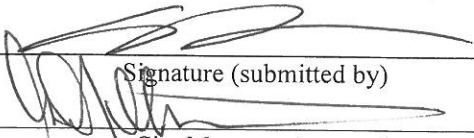
Questions ?????

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 3/10/14

Originating Dept: Parks



Signature (submitted by)

City Manager Approval

Subject: Resolutions for submission of Land and Water Conservation Fund (LWCF) and Local Government Grant applications to the Oregon Parks and Recreation Department (OPRD) for Azalea Park Ball Field Rehabilitation Project – Phase One

Recommended Motion:

1. Adopt Resolution 14-R-1027 authorizing submission of a Land and Water Conservation Fund grant application to the Oregon Parks and Recreation Department for Park Improvement Projects at Azalea Park.
2. Adopt Resolution 14-R-1028 authorizing submission of a Local Government Grant application to the Oregon Parks and Recreation Department for park improvement projects at Azalea Park.

Financial Impact: The total cost for the Azalea Park Ball Field Rehabilitation – Phase One project is estimated at \$554,000. OPRD is administering the Land and Water Conservation Fund grant requiring a 40% match. They have opened the door for LWCF grant applicants to apply for an OPRD Local Government Grant for the required match. If successful, the required match could range from \$0 - \$288,000. Funding sources include a \$25,000 pledge from the Brookings Harbor Adult Softball Association and this project is eligible to receive urban renewal funds as well as Parks SDC's.

Background/Discussion: The proposed Athletic Field Reconfiguration (see Attachment c) would reorient field #1, and shift its location to abut field #2. This would improve the location of the restroom/concession building by placing it in a neutral location relative to the ball fields. The field area vacated by field #1 would then be redeveloped into a multipurpose field for soccer and other athletic events. The ball fields #1 and #2 will also have the ability to accommodate soccer fields in the outfields.

Phase one of this four phased project includes the construction of a restroom/concession building, associated infrastructure, a play structure as well as connecting ADA ramps and pathways throughout the complex.

Attachment(s):

- a. Resolution R-14-1027
- b. Resolution R-14-1028
- c. Azalea Park Reconfiguration – Schematic Plan

CITY OF BROOKINGS

RESOLUTION 14-R-1027

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING SUBMISSION OF A LAND AND WATER CONSERVATION FUND GRANT APPLICATION TO THE OREGON PARKS AND RECREATION DEPARTMENT FOR A BROOKINGS PARKS IMPROVEMENT PROJECT.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Land and Water Conservation Fund Grant Program; and

WHEREAS, the City of Brookings desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements to public park areas; and

WHEREAS, the City Council has identified improvements at Azalea Park as a high priority in the Parks Master Plan and

WHEREAS, the Azalea Park Ball Field Rehabilitation Project – Phase One will enhance the visitor's experience; and

WHEREAS, grant funding for the Azalea Park Ball Field Rehabilitation Project – Phase One will be used to develop an area adjacent to the existing ball fields with the installation of a new restroom/concession building, play structure and associated ADA compliant walkways.

WHEREAS, the City of Brookings will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

WHEREAS, the applicant hereby certifies that the matching share for this application is readily available at this time;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brookings, Oregon, does hereby authorize the submission of a Land and Water Conservation Fund Grant Program application to the Oregon Parks and Recreation Department for the Azalea Park Ball Field Rehabilitation Project – Phase One, as described herein.

Passed by the City Council _____, 2014 and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

CITY OF BROOKINGS

RESOLUTION 14-R-1028

A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING SUBMISSION OF A LOCAL GOVERNMENT GRANT APPLICATION TO THE OREGON PARKS AND RECREATION DEPARTMENT FOR A BROOKINGS PARKS IMPROVEMENT PROJECT.

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the City of Brookings desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation acquisitions, improvements and enhancements to public park areas; and

WHEREAS, the City Council has identified improvements at Azalea Park as a high priority in the Parks Master Plan and

WHEREAS, the Azalea Park Ball Field Rehabilitation Project – Phase One will enhance the visitor's experience; and

WHEREAS, grant funding for the Azalea Park Ball Field Rehabilitation Project – Phase One will be used to develop an area adjacent to the existing ball fields with the installation of a new restroom/concession building, play structure and associated ADA compliant walkways.

WHEREAS, the City of Brookings will provide adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded; and

WHEREAS, the City of Brookings hereby certifies that the matching share for this application is readily available at this time;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brookings, Oregon, does hereby authorize the submission of a Local Government Grant Program application to the Oregon Parks and Recreation Department for the Azalea Park Ball Field Rehabilitation Project – Phase One, as described herein.

Passed by the City Council _____, 2014 and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

AZALEA PARK FIELDS



Legend

- TOWNSHIPS
- CITY LIMITS
- URBAN GROWTH BOUNDARY

PARKING (100)

PAVED PATH

PLAYGROUND / PICNIC AREA

RESTROOM / CONCESSIONS/ STORAGE

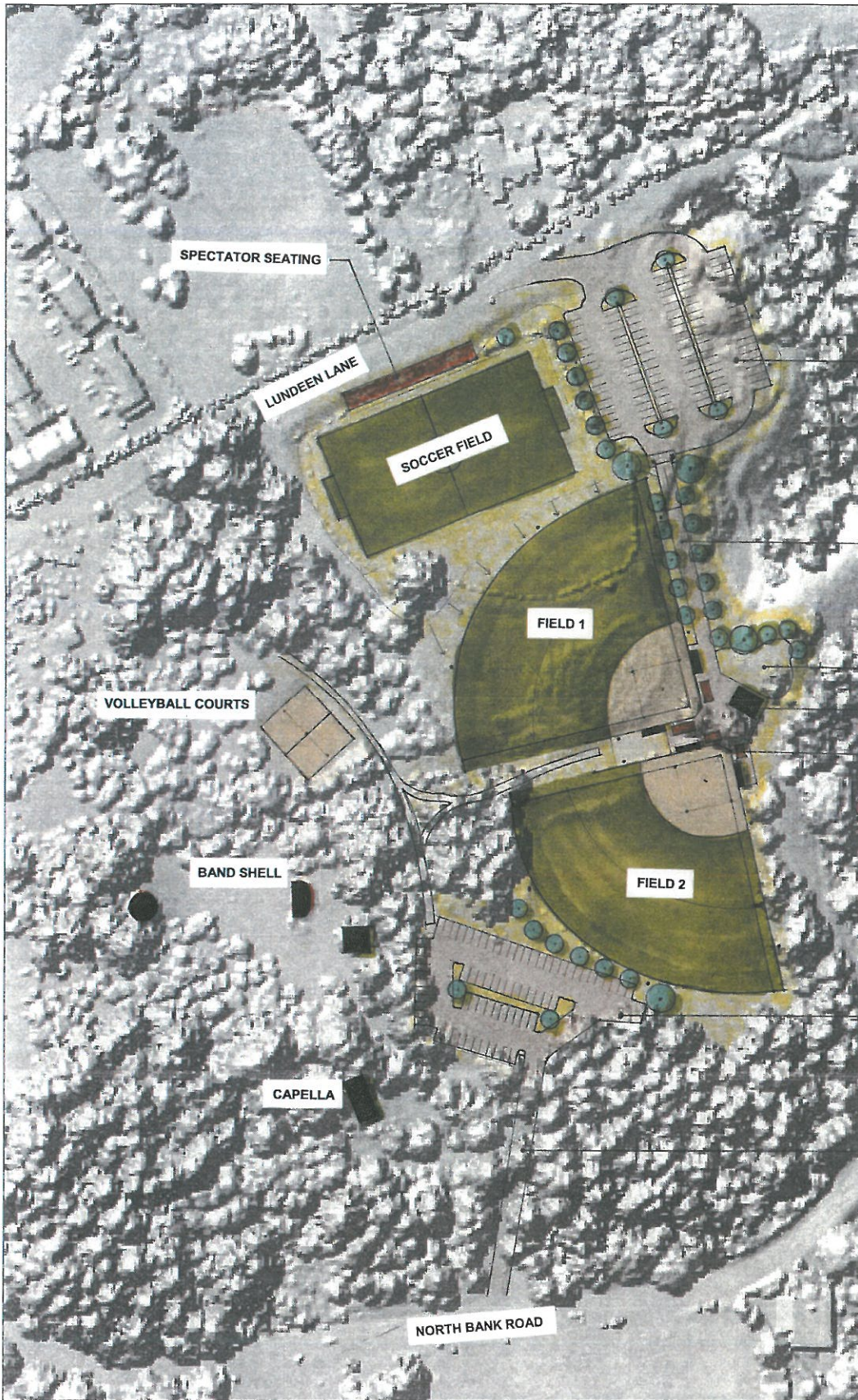
SPECTATOR SEATING

PARKING (75)

NORTH BANK ACCESS



Scale: 1:1,200



0 120 240 360 ft.

Map center: 42° 3' 29.9" N, 124° 16' 23.5" W


This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

MASTER PLAN

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 10, 2014


Signature (submitted by)

Originating Dept: PWDS

City Manager Approval

Subject: Intergovernmental Agreement with Oregon Department of Transportation (ODOT) for Transportation Growth Management (TGM) Grant for the update of the Transportation System Plan (TSP).

Recommended Motion: Authorize the City Manager to execute an Intergovernmental Agreement with ODOT for the Transportation Growth Management Grant.

Financial Impact: \$ 35,000 as City's match for the grant to be budgeted in fiscal year 2014/2015 Capital Improvement Projects.

Background/Discussion: The City of Brookings applied for and received a TGM grant, a joint program of ODOT and the Oregon Department of Land Conservation and Development, to update the TSP which is due to expire in 2016. The grant amount requested was \$95,000 with a City match of \$10,000. After revisions to the scope of work and discussions with the chosen consultant team, Parametrix and Alta Planning, the budget was increased to \$225,630. This amount includes a City match of \$35,000. The City match must be submitted to ODOT prior to September 1, 2014.

The City's match will be paid through unbudgeted street system development charge (SDC) funds. These funds are adequate to cover the project. This topic was discussed at the December 2, 2013 City Council Workshop with input from John McDonald, ODOT Southwest Region Transportation planner.

Policy Considerations: A updated TSP is a vital document in obtaining grant funding for projects. Many of these projects support the City Council strategic plan goals.

Attachment(s): Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
City of Brookings, Transportation System Plan Update

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and City of Brookings ("City" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century ("MAP-21") funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance (including City's Matching Amount) disbursed under this Agreement, which disbursements consist of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT’s obligation to make any disbursements under this Agreement is subject to payment of the City’s Matching Amount by City to ODOT. This Agreement terminates on April 30, 2015 (“Termination Date”).

B. Grant Amount. The Grant Amount which includes City’s Matching Amount of \$35,000 shall not exceed \$225,630.

C. City’s Amount. The City’s Amount shall not exceed \$0.

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$225,630.

E. City’s Matching Amount. The City’s Matching Amount is \$35,000. City shall pay ODOT the City’s Matching Amount on or prior to September 1, 2014.

SECTION 3. DISBURSEMENTS

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City’s Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City’s Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT’s Contract Administrator no less than every other month. City shall submit cost reports for 100% of City’s Federally Eligible Costs.

C. ODOT shall limit reimbursement of, or use as part of the City’s Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 provide the required Workers' Compensation coverage for those workers unless the employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century ("MAP-21"), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, City shall

(1) pay to ODOT City’s Matching Amount less Federally Eligible Costs previously reported as City’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of the City’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and

(2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are reimbursable hereunder and those costs which are being treated by City as City’s Matching Amount;
- (c) A list of final deliverables; and
- (d) City’s final disbursement request.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant’s Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though

ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT certifies that, at the time this Agreement is executed, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described

in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. 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 ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

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

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually

and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to

sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the 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.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) 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 modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. 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.

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

City

City of Brookings

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Lynn Nagasako
(Official's Signature)

Date: February 19, 2014

Contact Names:

Donna Colby-Hanks
City of Brookings
898 Elk Drive
Brookings, OR 97415
Phone: 541-469-1137
Fax: 541-469-3650
E-Mail: dcolbyhanks@brookings.or.us

John McDonald, Contract Administrator
Transportation and Growth Management Program
3500 NW Stewart Parkway
Roseburg, OR 97470
Phone: 541-957-3688
Fax: 541-957-3547
E-Mail: John.McDonald@odot.state.or.us

**Exhibit A
Statement of Work
TGM 3A-12**

**City of Brookings
Transportation System Plan**

STATEMENT OF WORK

Acronyms/Definitions

AADT	Average Annual Daily Traffic
Agency/ODOT	Oregon Department of Transportation
CAC	Citizen's Advisory Committee
City	City of Brookings
GIS	Geographic Information System
HSM	Highway Safety Manual
LOS	Level of Service
LTS	Level of Traffic Stress
MMLOS	Multi-Modal Level of Service
OAR	Oregon Administrative Rule
OHP	Oregon Highway Plan
Project	City of Brookings Transportation System Plan Update
SPIS	Safety Priority Index System
TAC	Technical Advisory Committee
TM	Technical Memorandum
TPAU	Transportation Planning and Analysis Unit
TSP	Transportation System Plan
V/C	Volume to Capacity
WOC	Work Order Contract
WOCPM	Work Order Contract Project Manager

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the "WOC") with the work order consultant ("Consultant") shall contain the following provisions in substantially the form set forth below:

"PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant's obligations under this WOC, but shall be obtained

by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

Project Purpose/Transportation Relationship and Benefits

In 2002, the City of Brookings (City) adopted their Transportation System Plan (TSP) as the Transportation Element of the City’s Comprehensive Plan. The 2002 TSP established a plan for transportation facilities and services to meet local, regional, and state needs and provided direction for allocation of resources to various types of transportation projects.

Since the adoption of the 2002 TSP, the City has experienced many changes:

- the 2002 TSP provided data for future facilities only through 2017, and most of the recommended street system projects have been completed or are no longer appropriate,

- several studies and code revisions have occurred that must be incorporated into an updated TSP,
- large-scale developments have occurred, including Southwestern Oregon Community College campus; Curry General Hospital medical facility; and a new Bi-Mart store,
- City has adopted a Bicycle Master Plan, outpacing the 2002 TSP.
- City has been awarded a Safe Routes to Schools grant to construct facilities near the elementary school, however many segments connecting the school to nearby residential areas are missing.

Other issues call for a TSP update. A potential expansion of the airport may impact the intersection of Parkview Drive and US 101. US 101 serves as the City's main street, but a lack of bicycle and pedestrian amenities render US 101 problematic for those movements. Further, Railroad Street has the potential to serve as a parallel alternative to US 101, relieving congestion and improving safety on the state facility.

Project Objectives

The objectives of the Project are to:

- Provide for a safe and efficient transportation system based on existing and future land uses;
- Prioritize improvement projects for existing transportation facilities;
- Establish a document that is easier to understand for developers and the community;
- Identify projects for Railroad Street to serve as a parallel alternative route to US 101, to improve safety and reduce congestion on both streets;
- Include a Safe Routes to Schools component that provides a plan to construct missing portions of bicycle and pedestrian infrastructure; and
- Comply with applicable state and local laws, rules, and regulations including the Oregon Highway Plan (OHP) and applicable modal plans, Highway Design Manual, Oregon Administrative Rules (OAR) chapter 734 division 051, the Transportation Planning Rule (OAR 660-012) and all other applicable laws, rules, and regulations.

Project Area

City of Brookings Urban Growth Boundary and the Harbor Unincorporated Urban Area.

Expectations about Written and Graphic Deliverables

Updated TSP must be written concisely and use a simple and direct style, both to minimize the length of the final document and to make it understandable to as large an audience as is reasonable. Where possible, information must be presented in tabular or

graphic format, with a simple and concise accompanying narrative (e.g. system inventories, traffic conditions). Electronic documents must be in a format easily translated by a screen reader or text-to-voice software.

Consultant shall provide copies of written deliverables to City and Work Order Contract Project Manager (WOCPM) in electronic formats. Electronic versions must be in Microsoft Word format, or an editable format agreed upon by City and WOCPM.

Draft Deliverables: City shall submit one set of consolidated, non-conflicting comments on draft deliverables to Consultant. WOCPM shall submit one set of comments to Consultant. Revisions to Draft Technical Memoranda #6 and to the Prioritized Project List other than factual errors are not included in this WOC. City and WOCPM comments on Technical Memorandum (TM) #6 and the Prioritized Project List must be noted and addressed in the Draft Updated TSP in Task 6. Comments regarding extensive reorganization and/or revisions to Draft TMs or the Draft Updated TSP may require a contract amendment.

Consultant shall provide maps and graphic deliverables in JPEG or an editable electronic format (Auto Cad for engineered graphics and Geographic Information System (GIS) format for maps) to City and WOCPM. Electronic versions must be either in JPEG or Adobe Acrobat format, or a format agreed upon by City and WOCPM. Maps and graphics must include details necessary to ensure usability. Maps must include, at a minimum: a scale; a direction indicator indicating north; a color scheme that ensures readability in black and white; a legend; source; and date for the underlying information.

The following text must appear in Project's final products:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (MAP-21), local government, and the State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

Expectations About Public Involvement

The Public Involvement program must comply with Statewide Planning Goal 1 (Citizen Involvement), which calls for “the opportunity for citizens to be involved in all phases of the planning process.”

City shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. **Fair treatment** means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. **Meaningful involvement** means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

City shall consider Title VI regarding outreach to minorities, women, and low-income populations. Special efforts shall be directed to ensuring outreach to and representation of minorities, women, and low income populations.

The primary aspect of Public Involvement is through the Citizens Advisory Committee (CAC). City shall ensure that meetings include outreach to and opportunity for representatives of the following interests to be heard: freight, business, residents-at-large, property development, and environmental justice.

Expectations About Traffic Analysis

An Oregon-registered professional engineer (civil or traffic) shall perform or oversee all traffic analysis work. **Final Technical Memoranda (TM) containing transportation analysis must be stamped; these memoranda are: Revised TMs #3, #4, and #5 .** In addition, Consultant shall have a professional transportation planner on the project team.

Traffic analysis software must follow Highway Capacity Manual 2010 procedures. Traffic analysis must comply with Oregon Department of Transportation's (ODOT) Analysis Procedures Manual available at <http://www.oregon.gov/ODOT/TD/TP/Pages/APM.aspx>. Consultant shall coordinate all analysis with ODOT's Transportation Planning Analysis Unit (TPAU) and Region 3 Traffic. Consultant shall get approval of existing and future analysis methodology from TPAU and Region 3 Traffic via a Methodology Memorandum prior to beginning analysis. Consultant shall obtain approval of analysis and conclusions from TPAU and Region 3 Traffic Section prior to submitting Draft TMs.

Consultant shall provide all traffic analysis work in electronic format (as Synchro, HCS+, or Micro Station, etc. files).

The planning horizon year for future scenarios is **2034** to provide consistency with other local and regional planning efforts.

Expectations About Meetings

City shall arrange meetings including setting the time and location, arrange facilities, and provide notification to interested persons.

Consultant shall present materials and answer questions at meetings.

Technical Advisory Committee (TAC) meetings are expected to be two hours. CAC meetings are expected to be two hours. Public Meetings are expected to last four hours. Whenever possible, TAC and CAC meetings will be scheduled on the same or adjacent days to minimize travel costs

ODOT or the City will print all written meeting materials (Technical Memorandums, agendas and handouts) required for distribution prior to or at the meetings (CAC, TAC, Public, and City Council/Planning Commission). Consultant shall print presentation boards for CAC, TAC, Public, and City Council/Planning Commission meetings.

TASK 1 PROJECT MANAGEMENT

1.1 Project Management

Consultant shall provide Project Management throughout the duration of Project. Consultant shall manage the analysis and production efforts, and in coordination with ODOT, monitor progress and quality control activities. Consultant's specific Project management duties include, but are not limited to:

- Program, supervise, and coordinate Project work and Consultant staff.
- Communicate regularly with WOCPM via monthly phone conference call (approximately 18 teleconferences with 2 hours anticipated per teleconference, approximately one hour for the teleconference and one hour for preparation and documentation).
- Prepare, maintain and update Working Schedule. Initial Working Schedule must be submitted within two weeks of Notice To Proceed.
- Prepare and submit monthly invoice and progress report to WOCPM by the 15th of each month.
- Set up and maintain Project files.
- Conduct management level review of work-in-progress and final products.

- City shall organize TAC and CAC participants and provide Consultant with contact information.

City Deliverables

- 1A Project Management Teleconferences
- 1B Review and comment on Consultant deliverables
- 1C TAC and CAC contact information

Consultant Deliverables

- 1A Project Management Teleconferences
- 1B Schedule

TASK 2 POLICY BACKGROUND, GOAL SETTING, AND EXISTING CONDITIONS

2.1 Draft TM #1

Consultant shall prepare Draft TM #1, to define goals and context for preparing the Updated TSP and to establish the baseline assumptions for the Project. At a minimum, TM #1 must include:

a. Policy Review

A review of existing plans, policies, strategies, and codes applicable to the Project to understand and document their relationship and identify any potential conflicts with transportation system planning in the area. The City and ODOT will provide existing plans, policies, strategies, and codes applicable to the Project to the Consultant team. Consultant's review must include the following:

- City Comprehensive Plan
- City 2002 TSP
- City Bicycle Master Plan
- City zoning and subdivision ordinances and associated street standards
- Constitution Area Refinement Study
- City Urban Renewal Plan
- US 101: Thomas Creek to Chetco River Access Management Plan
- Downtown Brookings – Highway 101 Transportation Solutions Project
- Brookings Pavement Management Plan
- Oregon Transportation Plan
- Transportation Planning Rule (OAR 660-012) with amendments
- Access Management Rule (OAR 734-051) with amendments
- OHP

- Highway Design Manual
- State Modal Plans (Bicycle and Pedestrian, Freight, Public Transportation, Aviation, Transportation Safety)
- City Economic Opportunity Analysis
- Statewide Transportation System Improvement Program
- US 101 Corridor Plan (or TMs if plan not yet adopted)

b. Goals and Objectives

At a minimum, goals and objectives must contain the following:

- Purpose and Introduction – states the reasons and context for the Project.
- Goals and Objectives- reflect the goals of City, ODOT, and other key stakeholders for the transportation system in the area.
- Evaluation Criteria associated with goals and objectives to compare and select preferred projects. Decision criteria for selecting the preferred alternative will be developed in consultation with ODOT and City, but will likely include, at a minimum: mobility, cost, likelihood of being funded, safety, land use, environmental effects, and effect on Title VI and Environmental Justice populations.
- Project Area depicting City limits, Urban Growth Boundary, and urbanized areas likely to impact City transportation system.

2.2 Methodology Memorandum

Consultant shall prepare and submit a Methodology Memorandum for existing conditions, future conditions, and alternative analysis to TPAU and Region 3 Traffic Section. Consultant shall obtain approval of methodology from TPAU and Region 3 Traffic Section prior to beginning analysis.

2.3 Draft TM #2

Consultant shall prepare Draft TM #2, a summary of the existing conditions affecting the transportation system. TM #2 must include an inventory of the transportation facilities in the Project Area. Consultant shall use available data (from City, 2002 TSP, ODOT, etc.) to develop inventories. All inventories must be presented in a tabular and map format, with a simple and concise accompanying narrative in electronic file(s) for inclusion in Updated TSP.

a. Existing Land Uses

- Summarize existing land uses and vacant and developable land.
- Create and provide maps showing the comprehensive plan designation, zoning designation, and any special overlay areas.

b. Existing Street Network

- Location and jurisdictional responsibility

- Roadway functional classification, including differentiation between state and local arterials, minor collectors, and major collectors
- Freight routes
- For collectors and above
 - pavement and shoulder width, number of lanes, lane width
 - Right-of-way width
 - Pavement type and condition
 - Medians
 - On street parking locations
 - Posted speed limits
 - Stop control devices
 - Bridges and condition (per ODOT Bridge Management System)
 - Culverts (per ODOT's inventory)
 - OHP classification
- c. Existing Bicycle/Pedestrian Network**
 - Bicycle facility types, locations, width, surface type, ownership, geometry, and conditions.
 - Pedestrian facility types, locations, geometry, conditions, provided by City of Brookings or ODOT.
 - Crosswalk locations, and conditions.
 - Americans with Disability Act curb ramp inventory and inventory of substandard sidewalk widths provided by City of Brookings or ODOT.
 - Arterials and collector streets currently lacking bicycle and/or pedestrian facilities.
 - Activity centers likely to draw bicyclists and pedestrians, such as schools and commercial centers.
- d. Existing Public Transit Services Inventory**
 - Existing and planned public transportation facilities and services.
 - Major transit stops and fixed-routes for geographic areas and populations served.
 - Limitations to service, including service to other communities or problems with accessing the services.
 - Para-transit and dial-a-ride coverage, demand and cost.
- e. Existing Air, Water, Rail and Pipeline Inventories**
 - A brief summary of existing air, water, rail and pipelines from existing inventory sources.
- f. Natural Resources and Environmental Barriers**
 - Goal 5 Resource mapping.
 - Federal Emergency Management Agency floodplain mapping.
 - Tsunami inundation zone mapping.

- Potential wetlands.
- Threatened and Endangered listed species.
- Known hazardous materials spill locations.
- Historic resources.
- Potential archaeology sites.

g. Demographic Data

- Existing demographic and employment data using available information from 2010 United States census data, City, Curry County, CAC and TAC team members.
- Title VI and Environmental Justice populations, including minority populations, elderly, low-income, and other protected groups, must be identified and mapped using information from the most recent United States Census data available, TAC, CAC, and City.

2.4 Draft TM #3

Consultant shall prepare Draft TM #3 to describe current transportation system operations and turning movements in the Project Area. Consultant shall use ODOT provided counts and all volumes must be the 2012 30th highest hour. Signalized intersections must use Highway Capacity Manual 2000 methods for obtaining intersection volume-to-capacity (v/c) ratios. Draft TM #3 must include:

a. Traffic Counts

i. Counts north of the Chetco River:

- 16-hour classification counts
 - US101 @ Constitution Way
 - US101 @ Parkview Drive (Co Hwy 752)
 - US101 @ Carpenterville Road
- 6-hour (12-6 PM) volume only counts
 - US101 @ Alder Street
 - US101 @ Oak Street
 - US101 @ Fern Avenue
 - US101 @ Center Street
 - US101 @ Mill Street
 - US101 @ Pacific Avenue
 - US101 @ Fifth Street
 - US101 @ Easy Street / Crissey Circle (south)
 - US101 @ Lone Ranch Parkway
 - Easy Street @ Fifth Street
 - Easy Street @ Pioneer Road
 - Fifth Street @ Elk Drive
 - Railroad Street @ Fifth Street

- Railroad Street @ Center Street
- Railroad Street @ Wharf Street / Cove Road / Memory Lane
- Railroad Street @ Oak Street
- ii. *Counts south of the Chetco River*
 - 6-hour (12-6 PM) volume only counts
 - Benham Lane / Lower Harbor Road (Co Hwy 817) @ Oceanview Drive (Co Hwy 872)
 - Benham Lane @ Wenbourne Lane
 - Shopping Center Avenue @ Lower Harbor Road (Co Hwy 816)
 - Shopping Center Avenue @ W. Hoffeldt Lane
- iii. *Counts south of the Chetco River (from US 101 Corridor Plan):*
 - US101 @ East Benham Lane / West Benham Lane
 - US101 @ Hoffeldt Lane
 - US101 @ Zimmerman Lane (Connection to Shopping Center Drive)

Counts in *iii* will be the technical results (i.e. developed volumes) from the US 101 Corridor Plan.
- iv. *Tube Counts*
 - US 101 @ Fifth Street (north of US101)
 - US 101 @ Fifth Street (south of US 101)
 - Fifth Street @ Easy Street (north of Easy Street)
 - Easy Street @ Fifth Street (west of Fifth Street)
 - Easy Street @ Fifth Street (east of Fifth Street)
 - Pacific Avenue @ Hillside Avenue (west of Hillside Avenue)
 - Pacific Avenue @ Hillside Avenue (east of Hillside Avenue)
 - Pioneer Road @ Easy Street (south of Easy Street)
 - US 101 @ Oak Street (north of US 101)
 - US 101 @ Oak Street (south of US 101)
 - Del Norte Road @ Oak Street (east of Oak Street)
 - Memory Lane @ Railroad Street (south of Railroad Street)
 - Railroad Street @ Fifth Street (west of Fifth Street)
 - Railroad Street @ Fifth Street (east of Fifth Street)
 - Railroad Street @ Center Street (east of Center Street)
 - Railroad Street @ Memory Lane (east of Memory Lane)
 - Center Street @ US 101 (south of US 101)
 - Hillside Avenue @ US 101 (north of US 101)
 - Shopping Center Avenue @ Lower Harbor Drive (south of Lower Harbor Drive)
 - Lower Harbor Road @ Shopping Center Avenue (south of Shopping Center Avenue)

- Benham Lane @ Oceanview Drive (between Oceanview Drive and Weinborne Lane)
- Benham Lane @ Weinborne Lane (east of Weinborne Lane)
- Oceanview Drive @ Weinborne Lane (north of Weinborne Lane)
- Oceanview Drive @ Weinborne Lane (south of Weinborne Lane)

All counts have 15-minute breakdowns. All traffic counts include non-vehicular counts (ie, bicycles and pedestrians, etc) and turning movements.

b. Current Transportation System Operation Analysis

Consultant shall perform traffic analysis for a.i. and a.ii. traffic count locations. Consultant shall summarize traffic analysis for all a.iii. traffic count locations from traffic analysis developed for the US 101 Corridor Plan. Tube traffic count locations a.iiii must be summarized a on map. All traffic count analysis must be submitted to TPAU, WOCPM, and City. Operational analysis must include:

- v/c ratio,
- Vehicular Level of Service (LOS),
- Turning movements shown on figures.

Consultant shall summarize non-motorized transportation movements for all count locations. Summary must include:

- Volume
- Type
- Direction

c. Qualitative Multimodal Assessment

Consultant shall conduct a qualitative (“Good, Fair, Poor”) multimodal assessment for the Project Area roadways classified as collectors and above. The assessment analysis must include bicycle, pedestrian, and transit (if applicable) operations. Agency guidance about the qualitative multimodal assessment methodology is available in the “Qualitative MMLOS Supplement” from the WOCPM.

d. Level of Traffic Stress (Bicycles Only)

Consultant shall conduct Level of Traffic Stress (LTS) analysis for all roadways in the Project Area. As much as possible, data should be obtained from current aerial photography and (TSP) roadway inventories before field data collection in the Project Area. Bicycle LTS must be evaluated and results graphically displayed for the existing conditions. The methodology is explained in the paper, “Low Stress Bicycling and Network Connectivity”, available at: <http://transweb.sjsu.edu/project/1005.html>. Agency guidance about the LTS methodology is available in the “Bicycle Level of Traffic Stress Supplement” from the WOCPM.

e. Crash Analysis

Consultant shall obtain the past five years (2008-2012) of crash data from Agency's Crash Data & Reporting Unit for both state and non-state roadways and perform crash analysis. For state highway intersection approaches, 2012 Transportation Volume table Average Annual Daily Traffic (AADT) data or converted AADT's from 16-hour count data must be used. For local street approaches, the tube count data in Section 2.4.a.iii must be used (converted to AADT). Consultant's data for state highways must include locations of Safety Priority Index System (SPIS). Consultant shall use the Highway Safety Manual (HSM) Part B Network Screening Critical Crash Rate method for intersections to determine safety issue areas. Each reference population used in the critical crash rate method must have at least five sites. If this is not met, intersection crash rates need to be compared with the published 90th percentile rates (See ODOT Analysis Procedure Manual Chapter 4). For intersections that exceed the identified critical crash rate and/or the published 90th percentile rate, crash patterns, evaluation of causes and potential countermeasures must be identified for each site. Consultant shall map locations of these safety issue areas and the Safety Priority Index System sites. Consultant shall utilize the Crash Data and Multi-Modal Level of Service (MMLOS)/LTS to identify potential countermeasures and safety improvement alternatives.

2.5 Revised TM #1, TM #2 and TM #3

Within 10 days of receiving comments from City, WOCPM, TAC and CAC, Consultant shall revise TMs #1, TM #2 and TM #3 and submit to WOCPM and City.

City Deliverables

2A Review and comment on Consultant deliverables

Consultant Deliverables

- 2A Draft TM #1
- 2B Methodology Memorandum
- 2C Draft TM #2
- 2D Draft TM #3
- 2E Revised TM #1, TM #2 and TM #3

TASK 3 FUTURE BASELINE (NO BUILD) CONDITIONS, AND EXISTING AND FUTURE DEFICIENCIES

3.1 Draft TM #4

Consultant shall develop Draft TM #4 to describe the future baseline (no-build) land-use and traffic volume forecasts and analyze operations. TM #4 must include all fiscally

constrained projects listed in the Statewide Transportation System Improvement Program and City and Curry County Capital Improvement Programs. All data must be presented in tabular and mapped formats and include a narrative.

a. Future Land Use Analysis

Projected future land use must be for the planning horizon (2034), accounting for projected population and employment changes, and City Comprehensive Plan.

b. Future Transportation System Operations Analysis

Traffic analysis under a no-build scenario for both automobile and non-automobile transportation. The no-build scenarios must follow the same format as in TM #3 and contain v/c ratio, LOS, and turning movements, shown on figures. Future no-build traffic volumes will be generated by the Brookings travel demand model and supplied to the Consultant by TPAU. Consultant shall submit a completed TPAU model request form available at: <http://www.oregon.gov/ODOT/TD/TP/Pages/Tools.aspx> . Consultant shall allow at least three weeks between the time that the request is submitted and when the information is needed. Consultant shall post-process the data.

In developing the no-build scenarios, Consultant shall rely only on planned transportation improvements that have an identified and committed funding source (e.g. are in the Statewide Transportation Improvement Program or City Capital Improvement Plan).

c. Future MMLOS Analysis

Consultant shall conduct a qualitative MMLOS analysis for the Project Area similar to TM #3. MMLOS analysis must include bicycle and pedestrian (if applicable) operations.

d. Future Level of Traffic Stress Analysis

Future Bicycle LTS must be evaluated and results graphically displayed for the future conditions (based on planned future projects) similarly to in TM #3.

3.2 Draft TM #5

Consultant shall prepare Draft TM #5, describing existing and future transportation system deficiencies and needs. Based on standards and goals identified in TM #1, Consultant shall identify deficiencies in the system and describe overall system needs for both vehicular and non-vehicular traffic. Data must be presented in tabular and mapped formats, and include a narrative.

TM #5 must clearly describe:

- What level of service constitutes a deficiency for bicycle and/or pedestrian access,
- each deficiency,

- areas with specific safety concerns and other deficiencies related to pavement, preservation and bicycle and pedestrian connections,
- deficiencies related to Title VI and Environmental Justice populations.

3.3 TAC Meeting #1

City shall arrange and Consultant shall conduct TAC Meeting #1 to solicit input on Draft TMs. Consultant shall provide agenda and meeting materials to City, WOCPM and TAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and TAC within one week after TAC Meeting #1. Consultant may use time in Brookings prior or after TAC meeting to gather or review transportation system data and analysis.

3.4 CAC Meeting #1

City shall arrange and Consultant shall conduct CAC Meeting #1 to solicit input on Draft TMs. Consultant shall provide agenda and meeting materials to City, WOCPM and CAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and CAC within one week after CAC Meeting #1.

3.5 Public Meeting #1

City shall arrange and Consultant shall conduct Public Meeting #1 to introduce the Project and to receive public input on existing and future conditions and identified deficiencies. Consultant shall provide presentation materials and comment cards and provide summary of input, including a brief written response to each comment to City and WOCPM within two weeks after Public Meeting #1.

3.6 Joint City Council / Planning Commission Workshop

City shall arrange and Consultant shall present to a Joint City Council / Planning Commission Workshop information on all identified deficiencies. The purpose of the Workshop is for the City Council and Planning Commission to provide direction to City and the Consultant regarding the priority of the deficiencies. Consultant shall draft a Joint City Council / Planning Commission Summary, identifying the prioritized list of deficiencies, and submit the Summary to the City and WOCPM.

3.7 Revised TM #4 and TM #5

Within 10 days of receiving comments from City, WOCPM, TAC and CAC, Consultant shall revise TMs and submit Revised TMs to WOCPM and City.

City Deliverables

- 3A TAC Meeting #1
- 3B CAC Meeting #1

- 3C Public Meeting #1 & Joint City Council/Planning Commission Workshop
- 3D Review and comment on Consultant deliverables

Consultant Deliverables

- 3A Draft TM #4
- 3B Draft TM #5
- 3C TAC Meeting #1
- 3D CAC Meeting #1
- 3E Public Meeting #1 & Joint City Council/Planning Commission Workshop and Summary
- 3F Revised TM #4 and TM #5

TASK 4 ALTERNATIVES EVALUATION

4.1 Draft TM #6

Consultant shall prepare Draft TM #6, Alternatives Analysis to develop potential system alternatives and analyze their impacts.

a. Develop System Alternatives

Based on work in previous tasks, Consultant shall develop and evaluate one or two improvement alternatives to address each identified deficiency for up to 15 motorized deficiency locations and up to 10 bicycle and pedestrian deficiency locations. The total number of motorized alternatives will not exceed 30 and the total number of bicycle and pedestrian alternatives will not exceed (20. Consultant shall consult with TPAU and Agency to ensure that improvement alternatives affecting State roads are compatible with ODOT standards. Improvement alternatives must be compliant with the Transportation Planning Rule and OHP. Improvement alternatives are not limited to construction projects, but must include access management (on all ODOT facilities and City collectors and above), and Transportation Demand Management recommendations. A road diet alternative on Chetco Ave, in downtown Brookings, will not be considered in the TSP update. Changing the lane configuration at individual intersections on Chetco Ave, in downtown Brookings, may be considered.

For each improvement alternatives, Consultant shall:

- Design concept level diagrams with a narrative description.
- Review the natural resources and environmental barriers inventory from prior tasks and identify any potential conflicts.
- Develop a Rough Order Magnitude concept cost opinion.
- Identify impacts/benefits to bicycle and pedestrian facilities and network.

- Identify impacts/benefits to Transit system.
- Identify any impacts/benefits to the freight network.
- Identify impacts/benefits to identified Title VI and Environmental Justice populations.

b. Future Traffic Operations

Consultant shall, in consultation with TPAU and Region 3 traffic, identify which alternatives require further traffic operations analysis. No alternatives will require a new travel demand model scenario. Draft TM #6 must include v/c, LOS, MMLOS, and LTS procedures as in previous tasks. No transit MMLOS will be conducted.

c. Future Safety

For each alternative developed to specifically address a safety concern, Consultant shall summarize safety impacts of each design. Consultant shall use HSM Crash Modification Factors for summarizing the potential crash reduction of each alternative. All Crash Modification Factors shall have a star rating of 3 or better from the HSM Crash Modification Factors Clearinghouse and must have consistent volumes/parameters with the TSP analysis.

d. Roadway System Classification Changes

Consultant shall evaluate the need for other roadway changes, and identify changes in road functional classification that may occur from changes in travel patterns.

e. Transportation Funding Forecast

Consultant shall prepare a future transportation funding forecast based on current and historic funding sources. Other potential sources for future consideration must be included. Funding sources for non-vehicular traffic must be listed separately in the forecast.

f. Evaluation Matrix

Consultant shall use Evaluation Criteria developed in TM #1 to compare the alternatives. Comparison must be presented in text and tabular formats. Evaluation Matrix must include MMLOS and LTS criteria to assess each alternative's impact on bicycle and pedestrian facilities.

4.2 TAC Meeting #2

City shall arrange and Consultant shall conduct TAC Meeting #2 to solicit input on Draft TM #6. Consultant shall provide agenda and meeting materials to City, WOCPM and TAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and TAC within one week after TAC Meeting #2. Consultant may use time in Brookings prior or after TAC meeting to gather or review transportation system data and analysis.

4.3 CAC Meeting #2

City shall arrange and Consultant shall conduct CAC Meeting #2 to solicit input on Draft TM #6. Consultant shall provide agenda and meeting materials to City, WOCPM and CAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and CAC within one week after CAC Meeting#2.

4.4 Public Meeting #2

City shall arrange and Consultant shall conduct Public Meeting #2 to provide an opportunity for the public to review and provide comment on proposed alternatives developed in Draft TM #6. Consultant shall provide presentation materials and comment cards and provide summary of input, including a brief written response to each comment, to City and WOCPM within two weeks after Public Meeting #2.

City Deliverables

- 4A TAC Meeting #2
- 4B CAC Meeting #2
- 4C Public Meeting #2
- 4D Review and comment on Consultant deliverables

Consultant Deliverables

- 4A Draft TM #6
- 4B TAC Meeting #2
- 4C CAC Meeting #2
- 4D Public Meeting #2

TASK 5 PREFERRED SYSTEM PLAN

5.1 Prioritized Project List

Consultant shall prepare a two-tier prioritized project list based on input from the City on the priority order of improvement alternatives to address transportation system deficiencies submitted in Draft TM #6. The first tier must include a fiscally constrained list of planned transportation improvements based on revenues expected to be available per the Transportation Funding Forecast. Consultant shall summarize why each was selected and include a general estimate of the timing for each project. For each project (or related set of projects), Consultant shall develop a one-page, two-sided project prospectus sheet for each project in the constrained list. Project prospectus must include, at a minimum, need, project costs, location map, and cross-section.

The second tier must include a non-fiscally constrained list of projects along with a general estimate of the timing for each improvement (short, medium, or long term).

Consultant shall submit Draft Prioritized Project List to WOCPM and City for review.

City Deliverables

5A Review and comment on Consultant deliverables

Consultant Deliverables

5A Prioritized Project List

TASK 6 UPDATED TSP PREPARATION

Milestone

Consultant shall not proceed with Task 6 until City has provided ODOT with City Matching Amount. WOCPM shall provide written Notice to Proceed for Task 6 upon ODOT's receipt of funds.

If City is unable to provide City Matching Amount in their entirety, WOCPM shall determine whether it is appropriate to amend the Statement of Work and proceed with a revised project. WOCPM shall advise City and Consultant in writing of decision regarding continuation with an amendment or termination of work under this WOC and Intergovernmental Agreement with City.

Subtask 6.1 Draft Implementing Ordinances and Code Changes

Consultant shall make recommendations to the WOCPM and the City on code changes and supporting ordinances for implementation of the Updated TSP. Draft Implementing Ordinances and Code Changes must be prepared using strikeout to show deletions to code and underline to show additions. Consultants shall make recommendations on ordinances and code changes to enable plan implementation and protect facility and corridor function. Consultant's recommendations on TSP policies and ordinances must ensure that the city codes provide for the coordination of land use and the transportation system and allow for proper application of the Updated TSP. Ordinances must include the following:

- Access management ordinances and policies such as driveway and public road spacing, median control and signal spacing standards.
- Standards to protect future operations of roads and transit corridors.
- Regulations ensuring safe and convenient bicycle facilities and sidewalks.
- A process for Agency notification and coordinated review of future land use decisions affecting transportation facilities.

- Regulations ensuring that amendments to land use designations, densities, and design standards are consistent with function, capacity and level of service of facilities identified in the Updated TSP.

Subtask 6.2 Draft Updated TSP

Consultant shall prepare a Draft Updated TSP, which includes, at a minimum, the following elements:

- Executive summary, that serves as a stand alone summary of the most important aspects of the Updated TSP
- Goals, Policies and Objectives
- Existing conditions, including demographics
- A detailed description of planned transportation facilities, services, and improvements, including the type, classification, capacity, mobility, right-of-way width, number of lanes, and planned locations, including a map showing the general location of planned improvements
- Project prospectus sheets
- Road plan
- Public transportation plan
- Bicycle and pedestrian plan
- Air, water, rail, and pipeline plan
- Parking Plan
- Implementation and finance plan
- Revised Prioritized Project List
- Ordinance revisions of Section X – Transportation of the Comprehensive Plan, and Land Development Code
- Title VI summary and documentation

All supporting documentation, including the Final TM #1-5, Draft TM #6, and the Draft Prioritized Project List must be included as an appendix.

6.3 TAC Meeting #3

City shall arrange and Consultant shall conduct TAC Meeting #3 to solicit input on Draft Updated TSP and Draft Implementing Ordinances and Code Changes. Consultant shall provide agenda and meeting materials to City, WOCPM and TAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and TAC within one week after TAC Meeting #3.

6.4 CAC Meeting #3

City shall arrange and Consultant shall conduct CAC Meeting #3 to solicit input on Draft

Updated TSP and Draft Implementing Ordinances and Code Changes. Consultant shall provide agenda and meeting materials to City, WOCPM and CAC members at least two weeks prior to meeting to allow sufficient time for review and comment. Consultant shall distribute meeting summaries to City, WOCPM and CAC within one week after CAC Meeting #3.

6.5 Joint Planning Commission / City Council Workshop

City shall arrange and conduct and Consultant shall attend, present information, and receive feedback on Draft Updated TSP and Draft Implementing Ordinances and Code Changes to a Joint Planning Commission / City Council Workshop. It is anticipated that the Joint Planning Commission / City Council Workshop will last three hours. It is anticipated that the Joint Planning Commission / City Council Workshop will be held during the same trip as TAC Meeting #3 and CAC Meeting #3.

6.6 Adoption Draft Implementing Ordinances and Code Changes and Adoption Draft Updated TSP

Within 10 days of receiving comments from Joint Planning Commission / City Council Workshop, the City shall revise Implementing Ordinances and Code Changes and Consultant shall update the TSP as a final document, and submit to WOCPM and City. City print the Final TSP.

City Deliverables

- 6A TAC Meeting #3
- 6B CAC Meeting #3
- 6C Joint Planning Commission / City Council Workshop
- 6D Review and comment on Consultant deliverables
- 6E Adoption Draft Implementing Ordinances and Code Changes

Consultant Deliverables

- 6A Draft Implementing Ordinances and Code Changes
- 6B Draft Updated TSP
- 6C TAC Meeting #3
- 6D CAC Meeting #3
- 6E Joint Planning Commission / City Council Workshop
- 6F Adoption Draft Updated TSP (Final TSP)

Consultant Deliverables

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>	<i>Schedule (months following NTP)</i>
1A	Project Management Teleconferences (up to 18 teleconferences @ \$635 per Teleconference)	\$11,430	Ongoing
1B	Initial Working Schedule	\$700	April 2014
	Task Total	\$12,130	
2A	Draft TM #1	\$5,800	April 2014
2B	Methodology Memorandum	\$4,900	April 2014
2C	Draft TM #2	\$16,500	May 2014
2D	Draft TM #3	\$25,250	May 2014
2G	Revised TM #1, TM #2 and TM #3	\$8,150	June 2014
	Task Total	\$60,600	
3A	Draft TM #4	\$21,750	July 2014
3B	Draft TM #5	\$8,800	July 2014
3C	TAC Meeting #1	\$5,400	August 2014
3D	CAC Meeting #1	\$1,100	August 2014
3E	Public Meeting #1 & Joint Planning Commission/City Council Workshop and Summary	\$2,100	August 2014
3F	Revised TM #4 and TM #5	\$9,650	September 2014
	Task Total	\$48,800	
4A	Draft TM #6	\$34,100	November 2014
4B	TAC Meeting #2	\$4,500	November 2014
4C	CAC Meeting #2	\$1,300	November 2014
4D	Public Meeting #2	\$3,550	November 2014
	Task Total	\$43,450	
5A	Prioritized Project List	\$12,000	December 2014
	Task Total	\$12,000	
6A	Draft Implementing Ordinances and Code	\$6,200	February 2015

<i>Task</i>	<i>Description</i>	<i>Total Fixed Amount Payable to Consultant Per Deliverable</i>	<i>Schedule (months following NTP)</i>
	Changes		
6B	Draft Updated TSP	\$25,150	February 2015
6C	TAC Meeting #3	\$4,500	February 2015
6D	CAC Meeting #3	\$1,300	February 2015
6E	Joint Planning Commission / City Council Workshop	\$2,000	March 2015
6H	Adopted Draft Updated TSP	\$9,500	April 2015
	Task Total	\$48,650	
	PROJECT TOTAL	\$225,630	

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- | | |
|--|---|
| 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency; | criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property; |
| 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a | |

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such 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 ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

EXHIBIT D
ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITOL OUTLAY

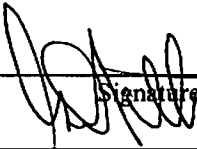
NOT ELIGIBLE

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 10, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: 2014 Strategic Plan

Recommended Motion:

Motion to adopt the City of Brookings 2014 Strategic Plan

Background/Discussion:

The City Council has adopted a strategic plan annually for the past six years. This strategic plan is used as a guidance document for budget preparation and prioritization of work/services. The 2014 strategic plan contains additional projects that resulted from the Urban Renewal Agency project review in late 2013.. Progress on the strategic plan will be reviewed at a City Council workshop on a quarterly basis.

Attachment(s):

- a. City of Brookings 2014 Strategic Plan

This page intentionally blank

City of Brookings 2014 Strategic Plan

GOAL 1: An Effective, Responsive, Ethical City Government That Is Fiscally Sustainable.				
Objectives	Priority/Action Items		Resp Party	Status/Notes
<ul style="list-style-type: none"> Sufficient revenue to sustain City services at appropriate levels. Provide competitive employee compensation through a merit-based system. Balanced revenue system that recognizes demands on City services by residents, businesses and visitors. Stable, effective and accountable management. Maximize non-City revenue resources to pay for services provided to unincorporated area. Encourage new private investment. Expedite development plan implementation. Sustain positive workplace environment and employee morale. Assure internal consistency and efficiency. Utilize local contractors. Succession planning. 	1	Maintain General Fund reserve at 5 percent of operating budget.	BC	Included in 2013-14 budget
	2	Review/update storm water fees.	PWD/FHD	Need master plan update; budgeted
	3	Conduct conservation improvements at water and wastewater plants.	PWD	Baseline energy use documented; staff will monitor to see if operational changes will reduce energy.
	4	Significantly reduce vehicle fuel consumption.	PWD	Largest fuel user is anaerobic digester. Staff proposing CIP budget for increased gas storage. Fuel efficient City Hall pool and fire vehicles.
	5	Develop plan for recruiting and sustaining volunteers.	PWD	Parks/Tech Services Supervisor developing plan
	6	Complete infrastructure GIS project.	PWD	In progress. Staff to schedule workshop on update.
GOAL 2: A Safe Community				
Objectives	Priority/Action Items		Resp Party	Status/Notes
<ul style="list-style-type: none"> Adequately staff, equipped and housed police and fire departments Maintain streets in safe/serviceable condition. Provide clean drinking water and compliant waste water treatment. Improve personal/family preparedness. 	1	Build and equip an Emergency Operating Center.	CM/PWD	Completed
	2	Exercise emergency plan.	PSD	EOC training in May 2014
	3	Develop bicycle plan & pursue funding for improvements.	PWD	Bicycle Plan Adopted - Harris/Dawson Project to begin 2013; more grants in progress. TSP update to include bike amenities
	4	Promote "Map your Neighborhood" preparedness program.	PSD	Developing program through VIPS & VFD
	5	Allocate \$250,000 annually for street reconstruction and major maintenance.	BC	Projects selected at 12/9/13 Council meeting.
	6	All employees & City Council members complete NIMS training at level required to perform their disaster assignment.	CM/CC	All employees have completed
	7	Improve pedestrian/vehicle safety; replace hazardous storm drain grate; make pedestrian facilities more accessible.	PWD	ODOT signage request; working w/Vision Council; TSP.

KEY: BC = Budget Committee BLD = Building Official CA = City Attorney CC = City Council CE = City Engineer CM = City Manager
FHD = Finance & Human Resources Director PTS= Parks & Tech Services Supervisor PSD = Police Safety Director PWD = Public Works & Development Director

City of Brookings 2014 Strategic Plan

GOAL 3: Influence Economic Growth / Improve Quality of Life				
Objectives		Priority/Action Items	Resp Party	Status/Notes
<ul style="list-style-type: none"> Complete approved capital projects in a timely and cost efficient manner. Provide infrastructure to support economic growth. Develop coastal access. Establish development policies and public improvements/standards that recognize economic trends. Secure needed resources. Establish policy that City is pro-growth. 	1	Develop UGB transition agreements with special districts.	PWD	Delayed by HSD/County not pursuing.
	2	Develop business and resident attraction program.	CM	Contracts in place for video production and fulfillment.
	3	Develop schedule to review/update infrastructure master plans and development standards; consolidated implementation plan for infrastructure; existing SDC credit inventory and exchange program.	PWD	Water, storm drain and sewer plans underway. Projected completion dates: 2/2014; 2/2014;10/2014 respectively.
	4	Develop long term plan for Public Works shop.	CM	Completed purchase of old County yard; pursue airport property/ plan long-term
	5	Develop comprehensive plan for addressing wastewater I&I issue	PWD	CIP 2013-14; Flow meter installed; will take 1 year to collect data and compare to baseline.
	6	Wastewater plant slide stabilization strategy.	CE/PWD	Construction complete in 2014
	7	Prepare annexation pros/cons and fiscal analysis.	CM	
	8	Develop program to “cash out” DIA program	PWD/FHD	Long term; requires substantial staff resources
	9	Reduce I & I	PWD	In progress
	10	Downtown beautification		
		a. Flower Baskets	PWD/PTS	Develop plan/budget
		b. Landscaping along South Chetco	PWD/PTS	Develop plan/budget
		c. Green-theme litter receptacle, benches in downtown parks	PWD/PTS	Develop siting plan
		d. Improve downtown directional/parking signs	PWD/PTS	
		e. Central Building historic landmark sign	PWD/PTS	Install by 2015
		f. Incentive program for downtown shops	PWD/BLD	Develop plan/budget
		g. More bears	CM	Develop siting plan
		h. Traffic study to improve parking downtown	PWD	
	11	Expand bike paths 6- 10 miles beyond City	PWD	Initiate discussion with ODOT- TSP update
	12	Attract tourists to stop in downtown, develop RV parking along Frontage Rd.	PWD/PTS	Tourism Promotion Advisory Committee; TSP, Frontage Rd proposed budget 2014/15
	13	Reconfigure Azalea Park Athletic Fields	PWD/PTS	Plan/budget completed. Funding needed.
	14	Install restrooms at Chetco Point and Stout Parks	PWD/PTS	Develop plan/budget
	15	Reconstruct uncompleted block of Hemlock Street,	PWD	Develop plan/budget
	16	Tanbark coast access points	PWD/PTS	Develop plan/budget

KEY: BC = Budget Committee BLD = Building Official CA = City Attorney CC = City Council CE = City Engineer CM = City Manager
FHD = Finance & Human Resources Director PTS= Parks & Tech Services Supervisor PSD = Police Safety Director PWD = Public Works & Development Director

City of Brookings 2014 Strategic Plan

GOAL 4: Effective Intergovernmental Relations				
Objectives	Priority/Action Items		Resp Party	Status/Notes
<ul style="list-style-type: none"> • Influence regional, state, national policy on issues important to achieving City goals. • Secure grant funding. • Achieve City goals through strategic partnerships. • Prepare for potential County fiscal failure. 	1	Evaluate possible assumption of County services on a cost recovery basis.	CM/FHD	Reviewed Planning/Building; not feasible. Provided Port District policing proposal. Offered to assume airport management; declined.

KEY: BC = Budget Committee BLD = Building Official CA = City Attorney CC = City Council CE = City Engineer CM = City Manager
 FHD = Finance & Human Resources Director PTS= Parks & Tech Services Supervisor PSD = Police Safety Director PWD = Public Works & Development Director

This page intentionally blank

City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, February 24, 2014

The City Council met in Executive Session at 6:00 PM, in the City Manager's Office, under authority of ORS 192.660.2.e, "to conduct deliberations with persons designated by the governing body to negotiate real property transactions," and then under authority of ORS 192.660.2.d, "to conduct deliberations with persons designated by the governing body to carry on labor negotiations."

Call to Order

Mayor Hedenskog called the meeting to order at 7:00 PM.

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges, Jake Pieper and Kelly McClain; a quorum present.

Staff Present: City Manager Gary Milliman, Public Works & Development Director Loree Pryce, Public Safety Director Chris Wallace, Police Lieutenant Donny Dotson, Building Official LauraLee Snook, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and five others.

Ceremonies/Appointments/Announcements

Mayor Hedenskog proclaimed the Council's support for the Brookings Harbor Community Helpers Food Bank and Tom Davis provided a history of the Food Bank and the Food Bank's need for volunteers and monetary support. Davis said the Food Bank needed to purchase 40-50 tons of food each year and that monetary support, more than food donations, was needed. The Food Bank, he said, is able to purchase food through local stores and federal and state sites for significantly less money than what it cost an individual to purchase single items to donate. Davis said people asking for food were not required to qualify, just have an address.

Councilor Pieper asked how much overall product the Food Bank purchased from the state and Davis said around 55-60%. Pieper then asked if the state's program was dwindling and Davis said the product line available to them was more limited.

Scheduled Public Appearances

County Commissioner David Itzen addressed elk issues at the Brookings Airport and the various methods the County was planning to use to deal with the growing problem, such as "hazing."

Mayor Hedenskog asked if hazing would be a temporary measure.

Itzen said it would and fencing was the only long term method of control. He said using existing fencing, where it was adequate, would bring the cost down to around \$250,000. Itzen said other temporary measures were to monitor the runway with a camera and have a deputy, when available, drive out and use their vehicle siren to scare the elk off, and getting a "kill" permit, but hazing, he said, was preferred until a fence could be erected.

Councilor McClain asked about using electrified fencing and Itzen said it would work but would be far more expensive. McClain then asked how many daily flights there were into the airport and Itzen said he didn't have the number, but there were daily flights for Fed Ex, UPS, and a bank, as well as frequent Cal-Ore flights.

Staff Reports

County request for City participation in Intergovernmental Partnerships Program.

City Manager Milliman provided the staff report.

Commissioner Itzen said he was enthusiastic about the possibilities to improve relationships between the three cities and the county using the proposed facilitated process. To illustrate the need, Itzen referred to several statements made by Mayor Hedenskog as reported in a February 15, 2014 news article, which were generally as follows: the Commissioners had "held the development of the airport hostage in return for the Council's backing of the tax measure to support law enforcement for the County"; "the two male commissioners bully the lone female commissioner"; "Commissioner Itzen needed votes in the primary from people he has alienated;" and "the County Commissioners now need the Council's support, but did not feel that way a year ago." Itzen then asked the Council to "think about that for a moment."

Commissioner Itzen said it was possible the Mayor had been misquoted and Hedenskog said he was quoted correctly. "Then I suggest we have a deep problem that needs to be addressed," Itzen said.

Commissioner Itzen provided his perspective on Hedenskog's quoted statements, generally saying that the airport situation had been a business disagreement, that while there were disagreements between the Commissioners, Commissioner Brown was always treated with respect, and that he was not at the meeting to garner support but to invite participation in a process he believed was certain to improve the working relationship between the City and County to the benefit of all of their citizens. As a final example, Itzen referred to a recent meeting with an Oregon Solutions Regional Advisory Group representative at which, he said, Mayor Hedenskog had stated that Brookings had replaced Port Orford and Gold Beach as the "big dog on the block." This, Itzen said, implied that Brookings would determine the fate of everyone living in the County, even though the population of Brookings is 6,340 and the County's population is 23,360.

Mayor Hedenskog asked what the agenda of the proposed meeting would be and Itzen said it would follow the scope of work provided with the staff report and the second meeting could be expanded to include the full Council. Hedenskog then asked if the goal was have everyone sit around and "learn to sing a choir song" or actually deal with issues like tax revenues and Itzen said that they could possibly tackle the Sheriff's suggestion of a \$0.68 property tax and the issue of the airport joint management agreement.

Councilor McClain said City residents were also members of the County, and everyone pays County taxes, but city residents get pay twice. McClain said he sometimes felt that Itzen only represented the unincorporated area, which isn't the case. He said he thought the Council and Commissioners could get along without spending this money. McClain said he would be happy to have Smith and Itzen meet with the Council individually, as they had with Commissioner Brown, and that as far as getting along on a personal level they could go out to lunch or have a "beer summit." He then said that Itzen had drifted between a spirit of cooperation to throwing the Mayor "under the bus," during his speech. McClain said he had a lot of good feelings about the mayor, who wanted the best for the whole community. He said

it looked terrible to him, speaking as County citizen, to spend money to "get along better," especially considering the County's financial situation. McClain said he didn't feel right about spending money for this purpose or for making the city residents pay twice for County functions. McClain added that he wanted to have a good working relationship with all of his commissioners.

Councilor Pieper said he had not heard anything positive about this type of facilitated meeting from residents and the past summit held by the County and state officials, was, in his experience, "a laughing stock of this community." Pieper said he didn't want to have a "kumbaya" session; they should be able to talk and deal with issues without paying for it. He said he didn't feel there were any issues between the City and the County that couldn't easily be squared away or any indication that there was any ill will between them. The City, Pieper said, had dealt with the issues at face value, viewing them in terms of what was best for the City and the County, and hadn't done any politicking or back scratching, but couldn't say the same about the Commissioners.

Councilor Hodges said he thought some of the comments were meant to "poke," and there was clearly some animosity. He said he had a great respect for Itzen but, at this time, he didn't think it was a good idea to spend this money, even though it wasn't a lot. Hodges said a lot of the strife between the City and County was due to the tax levy and his recollection of the airport issue was that the County had said it was costly to run, and they lacked the staffing to manage it, and then, after the Council began communicating with the County about it, it seemed the County had held the tax levy over their heads, which wasn't right. Hodges said he would be in favor of holding workshops with each commissioner, one at a time, to get through the issues.

Councilor Hamilton said he thought it was a good scope of work, but he couldn't justify the expense. He said they were all intelligent people and he didn't believe they needed an outside facilitator to work out their issues. As public officials, Hamilton said, they were put in the position to help their constituents and he had full confidence in the Council and Commissioners. He then suggested they use City Manager Milliman's experience more in this regard as he thought he was one of the smartest City Managers he'd met and it was a disservice to spend the money for this purpose.

Mayor Hedenskog said he'd made statements in the paper and was maybe a little rash, but he thought a lot of the citizens in the community would agree with what he'd said. He said when a candidate runs for office the assumption is that "everyone can play well in the playground," but not everyone at the County can do that. Hedenskog said there were a great many people in the Brookings community and in the County who think there's been a failure by the County to play well together and the Commissioners needed to work that out. The City, he said, had not failed to communicate its positions on all County issues brought before them and it would continue to do so in the future and the citizens he'd talked with were unanimous about not wanting the City to spend money to correct problems between the City and County.

Commissioner Itzen said he respected the Council's position, but felt that not doing this would be an opportunity lost. He said he wanted to move forward in whatever way they could and their disagreements had been honest disagreements. He said in any Council or Commission, the majority rules; that is how the system works and they would consider any proposal the City might put forward. Itzen said that there was no need for individual meetings between the Commissioners and the Council; any such meeting should be with the full commission.

Ordinances/Resolutions

Ordinance amending Brookings Municipal Code Chapter 13.10, Sewer Use Regulations.

Building Official Snook gave the staff report.

Councilor Hodges asked if the City would require a property owner installing a clean-out to perform a TV of the line from the clean-out into the main and Snook said the City would only take over from the clean out to the main after a "good" inspection.

Councilor Hodges moved, a second followed and Council voted unanimously to do a first reading of Ordinance 14-O-725 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 14-O-725 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 14-O-725, amending BMC Chapter 13.10, Sewer Use Regulations].

Ordinance amending Brookings Municipal Code Section 8.15.020, Control of Domestic Animals.

Chief Wallace presented the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously to do a first reading of Ordinance 14-O-729 by title only.

Mayor Hedenskog read the title.

Councilor Hamilton moved, a second followed and Council voted unanimously to do a second reading of Ordinance 14-O-729 by title only.

Mayor Hedenskog read the title.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Ordinance 14-O-729, [amending BMC Section 8.15.020, Control of Domestic Animals].

Ordinance repealing Brookings Municipal Code Chapter 9.15, Tobacco Sales.

City Manager Milliman gave the staff report.

Councilor Hodges moved, a second followed and Council voted unanimously to do a first reading of Ordinance 14-O-728 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 14-O-728 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 14-O-728, [repealing BMC Chapter 9.15, Tobacco Sales].

Resolution updating the Master Fee Schedule and repealing Resolution 12-R-993.

City Manager Milliman provided the staff report.

Councilor McClain asked about the Home Occupation Fee and Milliman said this was for someone who wanted to conduct a business out of their home.

Councilor Hamilton asked why the fee for 1" and 1-1/2" Meter Drop-in Connection Fee were the same and City Recorder Heffington said this was a scrivener's error and the corrected fees were included in the red-line included in the agenda packet.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1026, updating the Master Fee Schedule and repealing Resolution 12-R-993.

Consent Calendar

1. Approve Council minutes for February 10, 2014.
2. Approve Liquor License Application for Oxenfrē Public House, 631 Chetco Avenue.
3. Receive January 2014 monthly financial report.

Councilor Pieper moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.

Remarks from Mayor and Councilors

Mayor Hedenskog remarked that it was good to have Councilor Hamilton back after his health issues, and remarking on the Dave Gordon's family health issues, said "Our thoughts and prayers are with the Gordon family."

Councilor Hamilton said it was a challenge involving high blood pressure, but he now has a pacemaker installed and was improving rapidly.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:45 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2014:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 10, 2014

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject: Public Utility Easement for Smith River Rancheria project on Fifield Street.

Recommended Motion:

Authorize the City Manager to sign a permanent Public Utility Easement with Smith River Rancheria, 1122 Fifield Street, for construction, repair and maintenance of public utilities.

Financial Impact:

None.

Background/Discussion:

Smith River Rancheria obtained a building permit for construction of an apartment complex at 1122 Fifield Street. The project consists of 19 apartment units in three (3) buildings. Smith River Rancheria installed needed public infrastructure that includes Charter Communications and Frontier Northwest pedestals as well as water meters. This easement will provide for these entities to construct, repair and maintain their utilities.

Attachment(s):

- a. Easement signed by the Smith River Rancheria

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT

Smith River Rancheria, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation, Frontier Northwest, a Washington corporation, and Falcon Telecable, a California Limited Partnership locally known as Charter Communications, ("Grantee"), a perpetual easement for the construction, maintenance and replacement of public utilities on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 ("property").

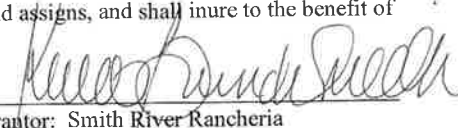
There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to make public utility improvements and thereby providing direct and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing public utilities.
2. Grantor agrees not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.

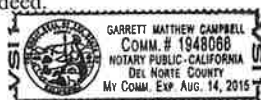
This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

DATED 2-19-14


Grantor: Smith River Rancheria
140 Rowdy Creek
Smith River, CA 95567

STATE OF OREGON
County of Curry

Personally appeared before me this 19th day of February, 2014, Garrett
Matthew Campbell and acknowledged the foregoing instrument
as his/her voluntary act and deed.




Notary Public for Oregon
My commission expires:

ACCEPTED BY GRANTEE:

Gary Milliman, City Manager
City of Brookings, Oregon

STATE OF OREGON
County of Curry

This instrument was acknowledged before me on the _____ day of _____, 2014, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.

Notary Public for Oregon
My commission expires:



MAP OF SURVEY

LOCATED IN
THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 41 SOUTH, RANGE 13 WEST,
WILLAMETTE MERIDIAN,
CURRY COUNTY, OREGON

SURVEY FOR:
SMITH RIVER RANCHERIA
148 ROWDY CREEK ROAD
SMITH RIVER, CA 95567

SURVEY BY:
SMITH SURVEYING
LLOYD R. "BUTCH" SMITH
7099 HIGHWAY 140
EAGLE POINT, OREGON 97524
(541) 828-2599

FEBRUARY 2, 2012

LEGEND

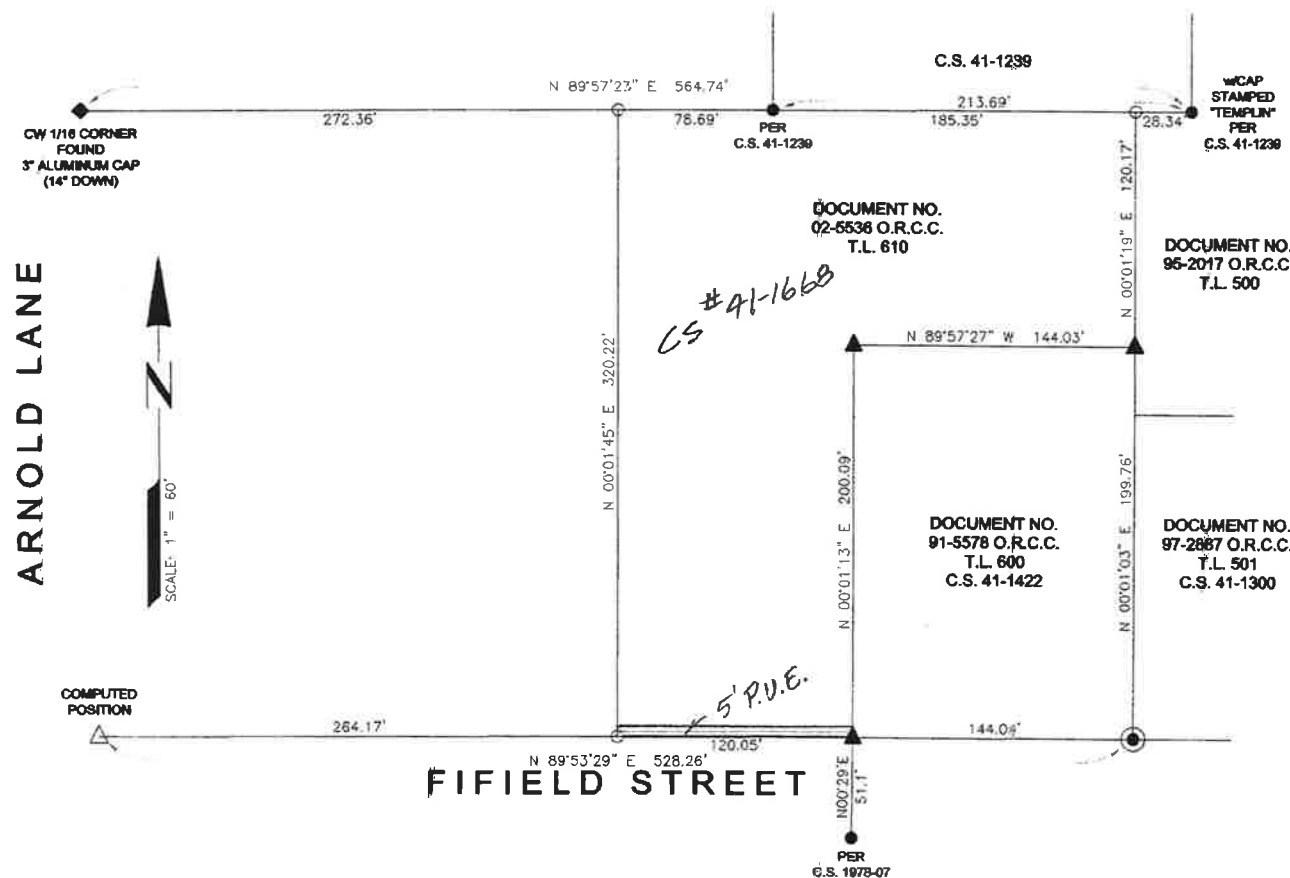
- FOUND 5/8" IRON REBAR AS NOTED.
- ⊙ FOUND 5/8" IRON REBAR w/CAP STAMPED "7358" PER C.S. 41-42.
- ▲ FOUND 5/8" IRON REBAR w/CAP STAMPED "STUZ" PER C.S. 41-1422.
- SET 5/8"x24" IRON REBAR w/YELLOW PLASTIC CAP STAMPED "LS 2011".
- C.S. COUNTY SURVEY FILED WITH CURRY COUNTY SURVEYOR'S OFFICE.
- O.R.C.C. OFFICIAL RECORDS RECORDED WITH CURRY COUNTY CLERK'S OFFICE.

SURVEY NARRATIVE

PURPOSE OF SURVEY: TO SET DEED CORNERS FOR PROPERTY AS REQUESTED BY CLIENT.
PROCEDURE: MONUMENTS FOUND ON C.S. 41-1422 WERE RECOVERED. SOUTH LINE OF SAID SURVEY WAS HELD FOR NORTH RIGHT-OF-WAY OF FIFIELD STREET. DEED CORNERS WERE SET AS SHOWN ON ACCOMPANYING MAP.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS C.S. 41-1422.



Public utility easement five[5] feet wide

Located in Township 41 South Range 13 West, southwest quarter of section 6
Willamette Meridian, Curry County Oregon.

A five[5] foot wide public utility easement, being two and half[2.5] feet on each
side of the following described line.

Commencing at the south-west corner of filed survey #41-1668 [tax lot 610] recorded
in the Curry County clerks office,
said corner being a 5/8" rebar and cap, located on the northerly right of way of
Fifield Street,
thence N00°01'45"E for 2.5 feet, to the POINT OF BEGINNING,
thence N89°53'29"E, parallel with Fifield Street said right of way, for 120.05 feet
and terminus of said P.U.E.



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 10, 2014

4 Donna Colby-Hanks
Signature (submitted by)

Originating Dept: PWDS

City Manager Approval

Subject: Easements for the Airport Infrastructure Project

Recommended Motion:

Accept a temporary public utility easement from Gary and Elizabeth Wimberley and a public utility easement from Milton and Betty Lou Gowman for the Airport Infrastructure Project.

Financial Impact:

The City has offered Mr. and Mrs. Gowman \$0.50 per square foot for the easement based on an adjacent appraisal. The Gowman's accepted \$2,337 for 4,673 square feet of permanent water line easement. Mr. and Mrs. Wimberley have accepted the future installation of a sewer stub out for future sewer connection for a 227 square feet of temporary waterline facilities.

Background/Discussion:

The temporary public utility easement from Gary and Elizabeth Wimberley and the public utility easement from Milton and Betty Lou Gowman are necessary for water main extensions in the Airport Infrastructure Project. These easements were addressed in the Council Staff Report of February 10, 2014.

Attachment(s):

Easement signed by Gary and Elizabeth Wimberley
Easement signed by Milton and Betty Lou Gowman

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, Oregon 97415

AFTER RECORDING MAIL COPY TO:

Gary or Elizabeth Wimberley
P.O. Box 329
Brookings, Oregon 97415

Mail Tax Statements To: No Change

TEMPORARY PUBLIC UTILITY EASEMENT

Gary A. Wimberley and Elizabeth (Liz) Wimberley, Co-Trustees of the Gary and Elizabeth Wimberley Trust UDOT May 12, 2013 ("Grantor") hereby grant to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a temporary public utility easement for the purpose of ingress/egress and waterline facilities maintenance and repair of existing appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 for description of property and temporary easement.

There is no consideration for this easement in terms of dollar and cents. The City will, however install a sewer stub out (at a mutually agreed to location) for future sewer connection, with the mutual understanding that the Grantee must annex the property into the City and apply for a sewer lateral connection with applicable system development charges in order to connect to the City sewer.

This easement is granted on the following terms and conditions:

1. The easement shall be a temporary right of Grantee, its officer, agents, employees, and Contractors to ingress and egress upon, over and across the property for the purposes of maintaining and repairing the existing water appurtenances.
2. Grantee shall hold Grantor, its heirs, representations, agents, employees, successors, and assigns harmless from any liability caused by Grantee's work within or related to the easement. Grantee hereby expressly waives and releases Grantor and such heirs, representatives, agents, employees, successors, and assigns from any and all personal liability.
3. Grantee is to restore the property to its original condition that existed prior to any water appurtenance construction, removing all buildings, underground piping and related equipment.
4. Grantee shall stabilize the slope to the southeast of the pump station at the time of its removal.
5. Grantee shall remove the existing culvert that provides ingress/egress to the site and reestablish the ditch that existed prior to construction of the waterline facilities.
6. Grantee shall remove all waterline facilities when they are no longer needed upon completion of the Airport Infrastructure Project.
7. This temporary utility easement shall terminate upon successful and functional completion of the Airport Infrastructure Project when the waterline facilities located on the property are no longer needed and have been removed.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

DATED 2-21-14

Gary Wimberley

Grantor: Gary A Wimberley, Co-Trustee

P.O. Box 329

Brookings, Oregon 97415

DATED 2-21-14

Elizabeth - Liz - Wimberley

Grantor: Elizabeth (Liz) Wimberley, Co-Trustee

P.O. Box 329

Brookings, Oregon 97415

STATE OF OREGON

County of Curry

Personally appeared before me this 21 day of February, 2014, Gary Wimberley & Elizabeth Wimberley and acknowledged the foregoing instrument as their voluntary act and deed. Jordan Fanning



Jordan Fanning
Notary Public for Oregon

My commission expires: June, 23rd 2017

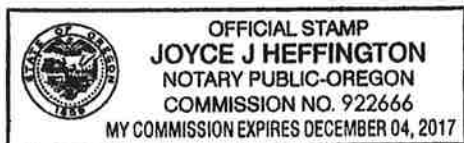
ACCEPTED BY GRANTEE:

Gary Milliman
Gary Milliman, City Manager
City of Brookings, Oregon

STATE OF OREGON

County of Curry

This instrument was acknowledged before on the 26th day of February, 2014, by Gary Milliman, City Manager of the City of Brookings, as he City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.



Joyce J Heffington
Notary Public for Oregon

My commission expires: 12-4-17

EXHIBIT A, page 1/2

An easement for ingress and egress and waterline facilities over a portion of that parcel of land conveyed to Gary A. Wimberley and Elizabeth J. Wimberley, recorded October 25, 2000, in Instrument 2000-4778, Official Records of Curry County, Oregon, included within the following described lines:

COMMENCING at the Northeast corner of Parcel I of said Instrument 2000-4778;

thence, along the North boundary of said Parcel I, North 89°45'00" West a distance of 155.44 feet to the TRUE POINT OF BEGINNING;

thence, leaving said North boundary, South 31°03'47" East a distance of 15.18 feet;

thence South 58°23'59" West a distance of 12.02 feet;

thence North 31°03'47" West a distance of 22.60 feet to the North boundary of said Parcel I;

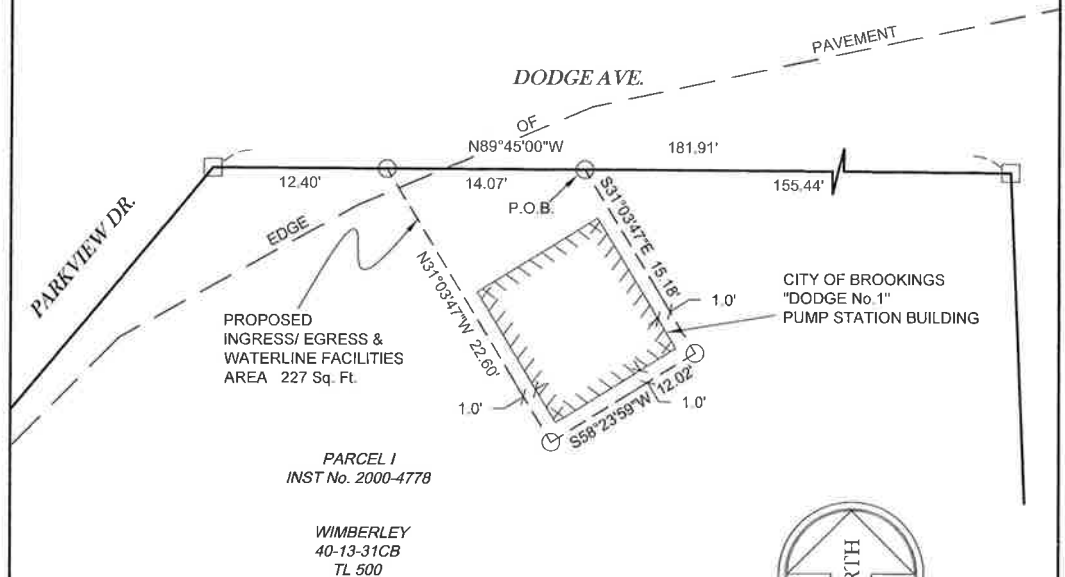
thence, along said North boundary, South 89°45'00" East 14.07 feet to the Point of Beginning.

The basis of bearings for this description is based on Curry County Survey File No. 40-1108.



EXHIBIT A, page 2/2

LOCATED IN
NW1/4 OF SW1/4, SECTION 31,
T40S, R13W, WILLAMETTE MERIDIAN,
CURRY COUNTY, OREGON



GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

LEGEND

- FOUND MONUMENT PER CS# 40-1108.
- CALCULATED POSITION.

PREPARED FOR: GARY & ELIZABETH WIMBERLEY
DATE: 4/18/13
JOB #: 13-015



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Chris E. Fowle
OREGON
JAN. 11, 2005
CHRIS E. FOWLE
73590

EXPIRES 12/31/13

611 SPRUCE STREET
P.O. Box 1599
Brookings, OR 97415

Ph: 541-469-0162
Fax: 541-469-5456

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

PUBLIC UTILITY EASEMENT FOR WATERLINE

Milton J. Gowman and Betty Lou Gowman, Trustees, or their successors in trust, 96903 Gowman Lane, Brookings, OR 97415, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a perpetual easement for the construction, maintenance and replacement of a public waterline on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 ("property").


There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to maintain waterline improvements and thereby providing direct benefit to Grantor. (OR The consideration for this easement is \$ 2,337.⁰⁰)

This easement is granted on the following terms and conditions:


1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing the waterline.
2. Grantor agrees not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the waterline.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.

DATED 2-13-14


Grantor: Milton J. Gowman


DATED 2-13-14


Grantor: Betty Lou Gowman

STATE OF OREGON
County of Curry

Personally appeared before me this 13th day of February, 2014, MILTON J. GOWMAN
and BETTY LOU GOWMAN and acknowledged the foregoing instrument
as his/her voluntary act and deed.




Notary Public for Oregon
My commission expires: 12-4-2017

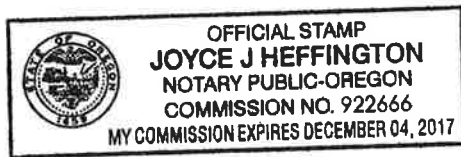
ACCEPTED BY GRANTEE:



Gary Milliman, City Manager
City of Brookings, Oregon

STATE OF OREGON
County of Curry

This instrument was acknowledged before me on the 13th day of February, 2014, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.



Notary Public for Oregon
My commission expires: 12-4-17

EXHIBIT A

CITY OF BROOKINGS WATERLINE EASEMENT (GOWMAN)

An easement for construction, operation, inspection, repair and maintenance of a public waterline and necessary appurtenances over a portion of a parcel of land owned by Milton J. Gowman and Betty Lou Gowman as described as Parcel 4 in Instrument No. 2000-1318, Deed Records of Curry County, being located in the northeast quarter of Section 36, Township 40 South, Range 14 West of the Willamette Meridian, City of Brookings, Curry County, Oregon being more particularly described as follows:

Beginning at the southeast corner of said parcel;

Thence North 00° 52' 13" West 255 feet along the east line of said parcel;

Thence South 89° 07' 47" West 15 feet;

Thence South 00° 52' 13" East 255 feet to the south line of said parcel;

Thence North 89° 07' 47" East 15 feet to the point of beginning.

ALSO AND:

Beginning at the southwest corner of said parcel;

Thence North 30° 06' 20" East 119.28 feet along the southerly line of said parcel;

Thence North 59° 53' 40" West 7.5 feet;

Thence South 30° 06' 20" West 106.79 feet to the west line of said parcel;

Thence South 00° 53' 50" East 14.56 feet to the point of beginning, all as specified on the attached map.

Said easements contain 4,673 square feet, more or less.



\\Dyer\Projects\01Active\145.42\Gowg\BAS1 MAP.dwg 8/5/2013 4:04:45 PM PDI

JAMES WILLIAM AND
PAMELA K. DUNDOM
TAX LOT 900
(MAP 40-14-36A)
INSTR# 1999-3719

MILTON J AND
BETTY L GOWMAN
TAX LOT 1000
(MAP 40-14-36A)
INSTR. 2000-1318
Parcel 4

JAMES L AND
DIANA L ANDERSON
TAX LOT 1301

JESSE E AND
CYNTHIA D BADGER
TAX LOT 1302

15' WATERLINE EASEMENT

7.5' WATERLINE EASEMENT

S00°53'50"E
14.56'

S30°06'20"W
106.79'
N30°06'20"E
119.28'

N59°53'40"W 7.5'

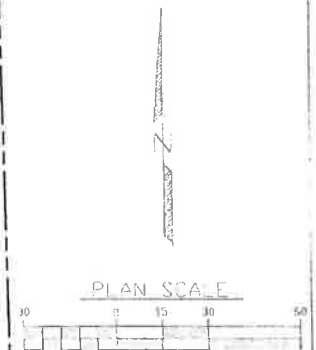
N89°07'47"E 15'

JONATHON AND KATIE
WELLENBROCK
TAX LOT 100
(MAP 40-14-36AD)
INSTR.# 2011-1012

LARRY ANDERSON
LARRY ANDERSON CONSTRUCTION
TAX LOT 1200 (MAP 40-14-36A)
INSTR# 2003-9686

TRUE POINT
OF BEGINNING

LOCATED IN NE 1/4, SECTION 36, T.40S., R.14W.



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	AIRPORT INFRASTRUCTURE IMPROVEMENTS CITY OF BROOKINGS	FIGURE NO. 1
DATE: AUGUST, 2013	GOWMAN - EASEMENT MAP	
PROJECT NO.: 145.42		

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/14	02/21/2014	72113	3	Kevin & Carol West	20-00-2005	32.97- V
02/14	02/01/2014	72285	3844	Donna Colby-Hanks	10-00-2005	300.00- V
02/14	02/06/2014	72316	882	Advanced Security Systems	25-00-2005	944.00
02/14	02/06/2014	72317	4939	BI- Mart Corporation	25-00-2005	197.91
02/14	02/06/2014	72318	313	Brookings Vol Firefighters	10-00-2005	2,250.00
02/14	02/06/2014	72319	715	Budge McHugh Supply	25-00-2005	928.48
02/14	02/06/2014	72320	5070	Canon Solutions America	10-00-2005	820.24
02/14	02/06/2014	72321	528	Caselle, Inc	25-00-2005	839.33
02/14	02/06/2014	72322	212	Chem Quip Inc	20-00-2005	1,322.29
02/14	02/06/2014	72323	3834	Clean Sweep Janitorial Service	10-00-2005	700.00
02/14	02/06/2014	72324	1745	Coastal Paper & Supply, Inc	10-00-2005	140.00
02/14	02/06/2014	72325	5249	Curry County Title, Inc	57-00-2005	200.00
02/14	02/06/2014	72326	173	Curry Equipment	15-00-2005	26.00
02/14	02/06/2014	72327	1	Samantha Greenlee	20-00-2005	194.58
02/14	02/06/2014	72328	1	Nicholas White	20-00-2005	98.06
02/14	02/06/2014	72329	261	Engineered Control Products	20-00-2005	527.03
02/14	02/06/2014	72330	3342	Fastenal	20-00-2005	1,833.80
02/14	02/06/2014	72331	2186	Ferguson	20-00-2005	914.96
02/14	02/06/2014	72332	153	Ferrellgas	25-00-2005	1,877.55
02/14	02/06/2014	72333	298	Freeman Rock, Inc	15-00-2005	34,770.00
02/14	02/06/2014	72334	4646	Frontier	30-00-2005	536.51
02/14	02/06/2014	72335	4874	The Galli Group	25-00-2005	10,252.25
02/14	02/06/2014	72336	3961	Grizzly Fence & Construction	10-00-2005	102.00
02/14	02/06/2014	72337	1130	H.D. Fowler	20-00-2005	1,445.70
02/14	02/06/2014	72338	199	Richard Harper	10-00-2005	300.00
02/14	02/06/2014	72339	328	Les Schwab Tire Center	15-00-2005	368.22
02/14	02/06/2014	72340	4498	Mauldin Electric	20-00-2005	743.00
02/14	02/06/2014	72341	4269	Milliman, Gary	10-00-2005	67.50
02/14	02/06/2014	72342	4901	Mountain View Paving, Inc	15-00-2005	1,000.00
02/14	02/06/2014	72343	4443	Napa Auto Parts	25-00-2005	4.42
02/14	02/06/2014	72344	433	NCL of Wisconsin	25-00-2005	427.64
02/14	02/06/2014	72345	685	Neilson Research Corporation	25-00-2005	130.05
02/14	02/06/2014	72346	4487	Net Assets Corporation	10-00-2005	120.00
02/14	02/25/2014	72347	334	North Coast Electric Company	25-00-2005	.00 V
02/14	02/06/2014	72348	5251	Pacific Power Products	20-00-2005	2,907.85
02/14	02/06/2014	72349	322	Postmaster	25-00-2005	820.00
02/14	02/06/2014	72350	187	Quality Fast Lube & Oil	10-00-2005	44.25
02/14	02/06/2014	72351	207	Quill Corporation	10-00-2005	1,010.83
02/14	02/19/2014	72352	3309	Roberts & Associates	57-00-2005	.00 V
02/14	02/06/2014	72353	990	UPS	20-00-2005	59.36
02/14	02/06/2014	72354	2863	Verizon Wireless	10-00-2005	459.61
02/14	02/06/2014	72355	2122	Cardmember Service	10-00-2005	5,397.05
02/14	02/06/2014	72356	169	Waste Connections Inc	10-00-2005	809.56
02/14	02/06/2014	72357	1253	Western Burner Co Inc	25-00-2005	830.00
02/14	02/10/2014	72358	5254	Wyoming Investigations	57-00-2005	45.00
02/14	02/13/2014	72359	4801	Ali's Graphic Shirts & More	61-00-2005	81.00
02/14	02/13/2014	72360	682	Al's Radio Shack	58-00-2005	27.99
02/14	02/13/2014	72361	5253	Anchor Lock & Key	10-00-2005	33.00
02/14	02/13/2014	72362	4734	Aramark Uniform Services	10-00-2005	112.25
02/14	02/13/2014	72363	993	ATCO International	25-00-2005	190.00
02/14	02/13/2014	72364	817	Auto Additons, Inc	10-00-2005	138.39
02/14	02/13/2014	72365	255	Batteries Plus	20-00-2005	110.00
02/14	02/13/2014	72366	3034	BAVCO Apparatus & Valve Co	20-00-2005	202.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/14	02/13/2014	72367	4363	Black & Rice LLP	10-00-2005	2,419.00
02/14	02/13/2014	72368	4859	Brookings-Harbor Garden Club	10-00-2005	1,500.00
02/14	02/13/2014	72369	4193	C & K Markets, Inc	10-00-2005	77.53
02/14	02/13/2014	72370	3015	Charter Communications	10-00-2005	84.90
02/14	02/13/2014	72371	822	Coast Auto Center	15-00-2005	404.64
02/14	02/13/2014	72372	183	Colvin Oil Company	25-00-2005	5,547.26
02/14	02/13/2014	72373	151	Curry Coastal Pilot	61-00-2005	650.35
02/14	02/13/2014	72374	185	Del Cur Supply	10-00-2005	28.00
02/14	02/13/2014	72375	1	Bill Holland	20-00-2005	73.65
02/14	02/13/2014	72376	1	Kathryn Justman	20-00-2005	23.98
02/14	02/13/2014	72377	1	John O'Niell	20-00-2005	200.94
02/14	02/13/2014	72378	1	Brandon Shelton	20-00-2005	39.51
02/14	02/13/2014	72379	1	Bjorn & Garnet Strom	20-00-2005	110.47
02/14	02/13/2014	72380	1	Jennifer Webster	20-00-2005	17.14
02/14	02/13/2014	72381	1	Ziller-Carity, Barbara	20-00-2005	57.05
02/14	02/13/2014	72382	2640	Dyer Partnership Inc., The	53-00-2005	25,833.77
02/14	02/13/2014	72383	5248	Endustra Filter Manufacturers	25-00-2005	223.26
02/14	02/13/2014	72384	3342	Fastenal	25-00-2005	2.77
02/14	02/13/2014	72385	5235	Ferguson Enterprises Inc	25-00-2005	114.08
02/14	02/13/2014	72386	5252	Finish Line Office Services	10-00-2005	171.30
02/14	02/13/2014	72387	529	Flora Pacifica Inc	75-00-2005	2,720.00
02/14	02/13/2014	72388	4646	Frontier	30-00-2005	102.65
02/14	02/13/2014	72389	5065	Gold Beach Lumber	10-00-2005	9.99
02/14	02/13/2014	72390	198	Grants Pass Water Lab	20-00-2005	323.00
02/14	02/13/2014	72391	154	Hagen's Dry Cleaners	10-00-2005	12.00
02/14	02/13/2014	72392	139	Harbor Logging Supply	20-00-2005	393.65
02/14	02/13/2014	72393	4760	Industrial Electric Arcata, Inc.	52-00-2005	1,096.05
02/14	02/13/2014	72394	4171	In-Motion Graphics	10-00-2005	274.05
02/14	02/14/2014	72395	162	Kerr Hardware	10-00-2005	.00 V
02/14	02/13/2014	72396	5173	KOBI/KOTI-TV	32-00-2005	825.00
02/14	02/13/2014	72397	4498	Mauldin Electric	10-00-2005	356.00
02/14	02/13/2014	72398	5255	McVay, Gavin	10-00-2005	160.00
02/14	02/13/2014	72399	5257	Mill Casino, The	10-00-2005	308.00
02/14	02/13/2014	72400	283	Muffler & More	10-00-2005	15.00
02/14	02/13/2014	72401	3159	NorthCoast Health Screening	25-00-2005	397.00
02/14	02/13/2014	72402	5008	Online Information Services	10-00-2005	99.10
02/14	02/13/2014	72403	687	Owen Equipment Company	25-00-2005	98.65
02/14	02/13/2014	72404	695	P & S Construction Co, Inc	10-00-2005	260.00
02/14	02/13/2014	72405	252	Paramount Pest Control	10-00-2005	45.00
02/14	02/13/2014	72406	3633	Peterson	25-00-2005	13.50
02/14	02/13/2014	72407	5256	PMI Truck Bodies, Inc	15-00-2005	825.00
02/14	02/13/2014	72408	187	Quality Fast Lube & Oil	10-00-2005	130.88
02/14	02/13/2014	72409	207	Quill Corporation	10-00-2005	400.41
02/14	02/13/2014	72410	3220	Radar Shop, The	10-00-2005	32.00
02/14	02/13/2014	72411	3309	Roberts & Associates	25-00-2005	1,852.00
02/14	02/13/2014	72412	380	Stadelman Electric Inc	20-00-2005	828.00
02/14	02/13/2014	72413	861	Village Express Mail Center	53-00-2005	120.36
02/14	02/13/2014	72414	169	Waste Connections Inc	25-00-2005	2,151.91
02/14	02/13/2014	72415	4694	Travis Wright	10-00-2005	160.00
02/14	02/14/2014	72416	162	Kerr Hardware	10-00-2005	751.53
02/14	02/20/2014	72417	255	Batteries Plus	20-00-2005	120.75
02/14	02/20/2014	72418	3996	Beery Elsner & Hammond LLP	10-00-2005	1,507.50
02/14	02/20/2014	72419	3622	Boardwalk Mail Services	25-00-2005	15.29
02/14	02/20/2014	72420	715	Budge McHugh Supply	20-00-2005	465.66
02/14	02/20/2014	72421	5070	Canon Solutions America	10-00-2005	132.09
02/14	02/20/2014	72422	3015	Charter Communications	10-00-2005	990.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/14	02/20/2014	72423	1745	Coastal Paper & Supply, Inc	10-00-2005	261.06
02/14	02/20/2014	72424	3844	Donna Colby-Hanks	10-00-2005	141.00
02/14	02/20/2014	72425	183	Colvin Oil Company	10-00-2005	3,690.09
02/14	02/20/2014	72426	5259	CSA Planning, Ltd	10-00-2005	5,025.60
02/14	02/20/2014	72427	1357	Curry County Clerk	57-00-2005	113.50
02/14	02/20/2014	72428	173	Curry Equipment	25-00-2005	950.00
02/14	02/20/2014	72429	575	Dell Marketing L.P.	49-00-2005	219.96
02/14	02/20/2014	72430	1	Ciceric, Walter	20-00-2005	4.25
02/14	02/24/2014	72431	1	Deposit Refund	20-00-2005	.00 V
02/14	02/20/2014	72432	1	Brandon Whirry	20-00-2005	63.32
02/14	02/20/2014	72433	5260	Digital Products Company	61-00-2005	336.00
02/14	02/20/2014	72434	3342	Fastenal	25-00-2005	291.98
02/14	02/20/2014	72435	5123	GCB Automation and Marine LLC	25-00-2005	595.00
02/14	02/20/2014	72436	5217	GeoStabilization International	15-00-2005	3,535.00
02/14	02/20/2014	72437	5078	Geotechnical Resources, Inc	15-00-2005	1,687.50
02/14	02/20/2014	72438	1130	H.D. Fowler	20-00-2005	3,243.65
02/14	02/20/2014	72439	154	Hagen's Dry Cleaners	10-00-2005	15.00
02/14	02/20/2014	72440	5258	Integrity Medical Evaluations, Inc.	25-00-2005	1,155.00
02/14	02/20/2014	72441	4893	National Diamond Enterprises, LLC	20-00-2005	396.00
02/14	02/20/2014	72442	4748	Northstar Chemical, Inc	25-00-2005	3,240.00
02/14	02/20/2014	72443	4324	OMFOA	10-00-2005	280.00
02/14	02/20/2014	72444	5093	Palicki, Barbara	61-00-2005	80.28
02/14	02/20/2014	72445	5101	Pitney Bowes Reserve Acct	10-00-2005	1,000.00
02/14	02/20/2014	72446	1920	Pitney Bowes, Inc	10-00-2005	83.00
02/14	02/20/2014	72447	207	Quill Corporation	10-00-2005	177.87
02/14	02/20/2014	72448	5264	Lea Ray	10-00-2005	26.87
02/14	02/20/2014	72449	3	Carol West	20-00-2005	32.97
02/14	02/20/2014	72450	5262	Robin Sanders	57-00-2005	330.00
02/14	02/20/2014	72451	380	Stadelman Electric Inc	25-00-2005	1,867.83
02/14	02/20/2014	72452	5261	Umpqua Valley Fire Service	10-00-2005	39.50
02/14	02/20/2014	72453	5265	Wellenbrock, Jonathon & Katie	57-00-2005	1,296.00
02/14	02/20/2014	72454	718	Western Mercantile Agency Inc	10-00-2005	20.42
02/14	02/20/2014	72455	4131	Zumar Industries Inc	15-00-2005	280.55
02/14	02/27/2014	72456	682	Al's Radio Shack	49-00-2005	21.99
02/14	02/27/2014	72457	817	Auto Additons, Inc	10-00-2005	2,757.80
02/14	02/27/2014	72458	5270	AWWA Cascade to Coast Short School	20-00-2005	230.00
02/14	02/27/2014	72459	1190	Mike Batty	20-00-2005	139.00
02/14	02/27/2014	72460	714	Brookings Signs & Graphics	15-00-2005	74.25
02/14	02/27/2014	72461	5048	Brookings-Harbor Medical Center	10-00-2005	300.00
02/14	02/27/2014	72462	715	Budge McHugh Supply	20-00-2005	240.00
02/14	02/27/2014	72463	4736	C-More Pipe Services CO.	25-00-2005	74,371.80
02/14	02/27/2014	72464	182	Coos-Curry Electric	10-00-2005	23,654.45
02/14	02/27/2014	72465	173	Curry Equipment	15-00-2005	107.39
02/14	02/27/2014	72466	166	Dan's Auto & Marine Electric	25-00-2005	160.96
02/14	02/27/2014	72467	284	Day Management Corp	10-00-2005	6,660.05
02/14	02/27/2014	72468	1	Karen Andreason	20-00-2005	18.51
02/14	02/27/2014	72469	1	Lea Construction Inc	20-00-2005	3.71
02/14	02/27/2014	72470	1	Deposit Refund	20-00-2005	43.86
02/14	02/27/2014	72471	4595	Doctor "D" Autocare	10-00-2005	414.50
02/14	02/27/2014	72472	2067	Enviro-Clean Equipment	25-00-2005	1,755.00
02/14	02/27/2014	72473	3342	Fastenal	25-00-2005	2,651.67
02/14	02/27/2014	72474	4646	Frontier	30-00-2005	24.16
02/14	02/27/2014	72475	4874	The Galli Group	25-00-2005	3,708.62
02/14	02/27/2014	72476	1130	H.D. Fowler	20-00-2005	.00
02/14	02/27/2014	72477	4980	iSecure	10-00-2005	57.00
02/14	02/27/2014	72478	4261	Lexipol LLC	10-00-2005	2,000.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/14	02/27/2014	72479	685	Neilson Research Corporation	25-00-2005	143.55
02/14	02/27/2014	72480	5269	Norlab, Inc	25-00-2005	229.00
02/14	02/27/2014	72481	3935	Northern California Glove	20-00-2005	66.00
02/14	02/27/2014	72482	3561	Oil Can Henry's	10-00-2005	79.63
02/14	02/27/2014	72483	427	Oregon Pacific Company	10-00-2005	306.72
02/14	02/27/2014	72484	695	P & S Construction Co, Inc	10-00-2005	185.00
02/14	02/27/2014	72485	1893	Public Safety Center	10-00-2005	338.00
02/14	02/27/2014	72486	187	Quality Fast Lube & Oil	10-00-2005	46.50
02/14	02/27/2014	72487	3	Hanscam Property Management	20-00-2005	45.00
02/14	02/27/2014	72488	3	Alfredo Trujillo	20-00-2005	12.43
02/14	02/27/2014	72489	1840	Rogue Federal Credit Union	10-00-2005	763.07
02/14	02/27/2014	72490	5246	Rogue Scuba	10-00-2005	150.00
02/14	02/27/2014	72491	582	South Coast Office Supply	10-00-2005	49.15
02/14	02/27/2014	72492	380	Stadelman Electric Inc	25-00-2005	5,213.91
02/14	02/27/2014	72493	956	Suiter's Paint & Body	10-00-2005	114.50
02/14	02/27/2014	72494	990	UPS	25-00-2005	43.18
02/14	02/27/2014	72495	5266	UV Doctor Lamps LLC	25-00-2005	2,570.00
02/14	02/27/2014	72496	906	Valley River Inn	20-00-2005	330.00
02/14	02/27/2014	72497	861	Village Express Mail Center	10-00-2005	13.90
02/14	02/27/2014	72498	2122	Cardmember Service	10-00-2005	6,437.46
02/14	02/27/2014	72499	5111	Willdan Engineering	51-00-2005	1,035.00
02/14	02/27/2014	72500	917	Wm. H. Reilly & Co	25-00-2005	1,240.84
02/14	02/27/2014	72501	4220	Woof's Dog Bakery	61-00-2005	63.99
Grand Totals:						301,949.06

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary