

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 22, 2013, 7:00pm

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

The City Council will meet in **Executive Session at 6:30pm** in the City Manager's office under ORS 192.660 (2)(e) "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Proclamation – Elmo Williams Day. [pg. 3]

E. Public Hearings/Ordinances/Final Orders

1. Ordinance 13-O-709 amending Section 13.05.190 and adding Section 13.05.195 to Title 13, Public Services, of the Brookings Municipal Code. [Advance Packet]

F. Oral Requests and Communications from the audience

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

G. Staff Reports

1. Approval of the emergency replacement of Ultra Violet Disinfection System Control Center at the Wastewater Treatment Plant and authorization to solicit bids and execute an installation contract. [PWDS, pg. 4]
2. Authorization to execute engineering and construction management contract for the Airport Infrastructure Improvement Project with Dyer Partnership. [PWDS, pg. 5]
 - a. Approval letter from the Economic Development Agency [pg. 7]
 - b. Contract [pg. 8]
3. Adoption of the 2013 Economic Development Strategy. [City Manager, pg. 27]
 - a. Strategy [pg. 28]
4. Direction to prepare a draft joint management agreement (JMA) for the Brookings Airport and adjacent County/City owned lands. [City Manager, pg. 33]
 - a. Elements of a JMA, Brookings Airport outline. [pg. 35]
 - b. December 21, 2012 letter to David Itzen. [pg. 36]

H. Resolutions

1. Resolution supporting Measure 8-71, Curry County Law Enforcement Five Year Split Rate Operating Levy to be presented for voter approval on the May 21, 2013 election ballot. [City Manager, pg. 38]
 - a. Resolution 13-R-1003 [pg. 39]

I. Consent Calendar

1. Approve Council Meeting minutes for April 8, 2013. [pg. 40]
2. Authorize City Manager to sign a permanent Retaining Wall Easement with Charles and Karen Henley, 626 Hassett Street, for construction, repair and maintenance. [pg. 45]
3. Receive March 2013 Financial Report. [pg. 49]

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

City of Brookings *Proclamation*

WHEREAS, Elmo Williams has been very active in the Brookings community since his relocation to the area some years ago; and

WHEREAS, in particular, Elmo Williams has demonstrated his support of the arts by funding, writing and participating in local theatrical productions, and by way of other contributions to the arts community; and

WHEREAS, Elmo Williams has made significant contributions to Azalea Park by providing leadership in the development of the gardens and by personally funding the development of the Capella by the Sea; and

WHEREAS, prior to his relocation to Brookings, Elmo Williams had a long and distinguished career in the film industry; and

WHEREAS, Elmo Williams will be celebrating the 100th anniversary of his birth on April 30, 2013 and remains an active community member;

NOW, THEREFORE BE IT RESOLVED, that I, Ron Hedenskog, Mayor of the City of Brookings, do hereby proclaim April 30th, 2013, as

ELMO WILLIAMS DAY

in the City of Brookings, and invite everyone to join with me in congratulating Elmo Williams upon becoming a centenarian.

In Witness Whereof, I, Mayor Ron Hedenskog, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 22nd day of April, 2013.


Mayor Ron Hedenskog

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: Treatment, Public
Works



Signature (submitted by)

City Manager Approval

Subject: Emergency Replacement of the Ultra Violet (UV) Disinfection System Control Center at the Wastewater Treatment Plant

Recommended Motion: A motion to approve the emergency purchase of a UV Disinfection System Control Center in the amount of \$42,417.50 and further authorize staff to solicit bids and the City Manager to execute a contract for the installation of the control center in an amount not to exceed \$25,000.

Financial Impact: Replacement of the UV control panel, UV bulb and ballast replacements was combined into one 2012-13 capital improvement project budget of \$208,000. Staff allocated \$75,000 for the control panel replacement within this budget, and is requesting authorization for \$67,417.50 which is within budget.

Background/Discussion: The UV disinfection system is a complex mechanical process responsible for the final treatment of wastewater effluent and necessary for State and EPA regulatory compliance before ocean discharge. All wastewater effluent enters the UV process and confronts a series of UV lights which eliminate microbes including water borne pathogens. The control panel is responsible for adjusting the light intensity based on the flows entering the process. The flows fluctuate constantly depending on the time of the day and discharges received by the WWTP. The UV control panel also alarms staff when there is a non operational bulb or ballast. The control panel is a single point of failure meaning there is no back up control system. Currently the system is running in manual bypass mode at 100% power output in order to maintain State and EPA compliance. This will result in a higher electrical bill and puts the City at risk by not having any off hour monitoring of the system. The lead time to order the specialized part is 8 weeks. Due to the length of time to obtain the part and the risk of non compliance, staff ordered the control panel as an emergency purchase.

The replacement time for a control panel exposed to a highly corrosive environment is 10-years. The existing control panel had been operational since the plant expansion project in 2001.


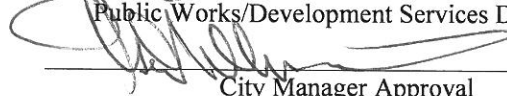
Attachment(s): None

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: PW/DS


Public Works/Development Services Director

City Manager Approval

Subject: Award of Engineering Services for the Airport Infrastructure Improvement Project

Recommended Motion: Authorize the City Manager to execute a professional services contract with the Dyer Partnership to provide engineering design and construction management services the Airport Infrastructure Improvement Project in an amount not to exceed \$400,000.

Financial Impact: The Economic Development Agency (EDA) has approved this consultant recommendation as demonstrated in Attachment A and agrees to the 60% reimbursement match of \$240,000 for this contract. The remaining \$160,000 of the engineering services contract will be paid from the City's water system development (SDC), system replacement funds (SRF), and sewer SDC funds. Complete engineering design plans will dictate the final proportion to each of the accounts. Most of the design and construction is new water infrastructure and therefore largely water SDC eligible.

Background/Discussion: On October 2012, the City of Brookings received grant approval for \$1,762,110 and this project was the only EDA grant approved in the State of Oregon. The basis for the grant was to provide adequate water and sewer infrastructure to the airport and adjacent properties, promote light manufacturing businesses to stimulate job growth, while investing in the only airport located outside of a tsunami inundation area in the region. The City is required to participate 40% which is an additional \$1,174,740 or a \$2,936,850 total project cost.

The project consists of 2,700 lineal feet of 12-inch diameter water main extension from Seacrest Reservoir area to a new water tank north of the airport. The location, size and elevation of the future water tank will provide adequate water pressure to Vista Ridge and adjacent areas eliminating the need for Dodge #1, Dodge #2 and Vista Ridge pump stations. The new sewer infrastructure will include a lift station for the airport and properties north of the airport, and a sewer main extension from this location along Airport Drive to the City's existing sewer system at Parkview Drive at Vista Ridge Road. Current construction estimates are in excess of the \$2,936,850. The Project Engineer will need to revisit the design parameters to reduce costs to within this budget.

A Request for Proposal (RFP) for professional services was advertised in December 2012. Five (5) proposals were received after a pre proposal site visit with 13 attending professionals. A proposal review committee was formed which included the City's Public Works/Development Services Director, Crescent City's Public Works Director, and the Curry County Roadmaster. The review committee followed ORS 279C.110 "selection procedure for consultants to provide services," which is qualification based selection without inclusion of a fee schedule. Oregon

Department of Transportation (ODOT) proposal review procedures were used as a template by the committee. An independent review was conducted by each panel member based on a qualification criteria ranking system. Proposers were ranked on the following criteria;

- a. Specific experience of key staff as related to the scope of work and federally funded projects (40 points)
- b. Project approach and staffing assignments (30 points)
- c. Location (10 points)
- d. References (20 points)

Results of the review panel's ranking are as follows;

Dyer Partnership - Coos Bay	251
Kennedy/Jenks Consultants – Eugene	237
RH2 Engineering, Inc. – Medford	236
Pace Engineering – Lake Oswego	225
Bioscape Technologies – Grants Pass	200

Staff postponed a recommendation to award this engineering contract until the Airport annexation was recently approved by the County.

Policy Considerations: It is imperative to start engineering design as soon as possible in order to comply with the EDA grant deadline of starting construction within 2 years, or October 2014.

Attachment(s):

- a. EDA approval letter
- b. Contract for Professional Engineering Services – Dyer Partnership



U. S. DEPARTMENT OF COMMERCE

Economic Development Administration
915 Second Avenue, Room 1890
Seattle, WA 98174
Fax: 206.220.7669
Voice: 206.220.7660

April 04, 2013

Ms. Loree Pryce, P.E.
City Engineer/Public Works Director
City of Brookings
898 Elk Drive
Brookings, OR 97415

Subject: EDA Award No. 07-79-06905 - Airport Infrastructure Project, Recommended
Engineering Services for A/E Contract

Dear Ms. Pryce:

EDA has received the following information for procurement of the A/E assistance for the above referenced project;

1. RFP
2. Affidavit for Advertisement
3. Proposal Ranking of the five firms that proposed and the final ranking
4. Proposal of the most qualified consultant
5. Draft contract from the City

It would be acceptable to EDA if the City of Brookings were to issue a Notice of Award to the Dyer Partnership at an eligible cost of \$400,000 for the A/E and CM of the above referenced project. The maximum EDA reimbursement at the 60% match is \$240,000.

In order to issue the Notice to Proceed the EDA asks that the following be submitted:

1. Copy of the executed contract with all addenda signed
2. Insurances
3. A/E contract letter found on the Post Approval Disc (copy also attached)

If you have any question, please contact me at 206-220-7701 or at: nathaniel.stanley.good.iv@eda.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Good", is written over a horizontal line.

Stan Good, P.E.
Civil Engineer

Attached sample A/E letter

City of Brookings
PROFESSIONAL SERVICES CONTRACT

CONTRACT NO. 13-012

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and The Dyer Partnership Engineers and Planners, Inc. (Contractor). The City's Project Manager for this Contract is Loree Pryce.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on April 22, 2013 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, as indicated in Attachment A

2. Statement of Work.

The work under this contract is for professional engineering, geotechnical engineering and land surveying services for a complete design and construction management of the Airport Utility Infrastructure Improvement Project complying with all EDA standards. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses (*check and complete as applicable*):

 X a lump sum not to exceed \$400,000

 time and materials not to exceed an estimated sum of \$.

 time and materials with a maximum sum not to exceed \$.

Time and material payments shall be made in accordance with the requirements of Exhibit A.

- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name/Title: _____ Phone: _____

Fax: _____ E-Mail: _____

Address: _____

Federal Tax ID #: _____ -or- ☐ W-9 (attach) -or- SSN #: _____

State Tax ID #: _____ Brookings Bus Lic.# _____ CCB#: _____

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership
☐ Corporation ☐ Government ☐ Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor: _____
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

CITY OF BROOKINGS SIGNATURE

Approved: _____
City Manager or Designee Date

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

**CITY OF BROOKINGS
STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACTS**

1. Contractor is Independent Contractor

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Notices

Any notice or communication under this Agreement sent by either Party to the other will be deemed given and delivered (a) seventy-two (72) hours after being deposited with the U.S. Postal Service, sent registered or certified, postage prepaid, or (b) when received if personally delivered, and if the notice is to Contractor it will be sent to the address listed on page 2 of this contract. If this notice is sent to the City, it will be addressed to the Project Manager, City of Brookings, 898 Elk Drive, Brookings, OR 97415. Either Contractor or City may, from time to time, designate in writing another address or manner in which it may be served.

9. Access to Records

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

10. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as "confidential" that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

11. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

12. Indemnity and Hold Harmless

- a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

13. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

14. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

15. Professional Standards; Errors

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

16. Governing Law

This contract shall be construed and interpreted in accordance with the laws of the State of Oregon. Any action or suits arising under this contract must be brought in the Circuit Court for the State of Oregon in Curry County, Oregon. If the claim must be brought in a federal forum, then it must be brought and conducted in the United States District Court for the District of Oregon, in Medford Oregon.

17. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

18. Business License

The Contractor shall obtain a City of Brookings business license as required by BMC 5.05.060 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

19. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

20. Professional Services Contracts over \$100,000

The City of Brookings, EDA, the Controller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Contractor directly pertinent to the grant program for the purposes of making an audit, examination, excerpts, and transcriptions. The City of Brookings requires the Contractor to maintain all required records for at least three (3) years after the City of Brookings makes final payment and all pending matters are closed.

EXHIBIT A

TASK ORDER 43 City of Brookings Airport Infrastructure Improvements

SCOPE OF WORK: The City has received funding from the U.S. Department of Commerce Economic Development Administration (EDA). This funding, coupled with funding from the City, is for the development of the city of Brookings Airport Infrastructure Project.

FOUNDATION: Funding was applied for based on the Preliminary Engineering Report, Brookings Airport Infrastructure Project, June 2012, The Dyer Partnership, Engineers & Planners, Inc. The City received \$1,762,110 in grant funds from EDA and was required to provide a forty percent match or \$704,800. Total funds available are approximately \$435,000 short of the total project cost estimates listed in the Preliminary Report. The overall scope of the project will need to be revisited to develop a revised project, without sacrificing the intent, to meet the funding limitations.

SCOPE OF ENGINEERING SERVICES: The City needs engineering services for design, bidding and construction administration of the water and wastewater infrastructure improvements that will serve the Airport area. The following provides a more in-depth description of the engineering services to be provided:

Project Kick-Off Meeting

The Project Team will meet with City staff and funding agency, if applicable, to review the objectives and goals of the City. Project milestones, meeting dates and schedule will be set. This meeting will develop the foundation from which the Project will progress from.

Value Engineering

The scope of the project needs to be modified to meet the available funding provided for this project. Cost saving ideas that will be explored include the following:

- The water storage reservoir will be bid as glass fused to steel or welded steel. Welded steel tanks are historically cheaper but require additional maintenance costs.
- Reevaluate the size of the reservoir.
- An alternate site may be available that would reduce site development costs. South Coast Lumber has a borrow site with an access road that is at the proper elevation. Acquisition of this site would reduce environmental concern and development cost since there is an existing road and cleared site.

- Eliminate the grinder pump station / Move the grinder pump station closer to the developed airport facilities.
- Have the City do the demolition of Dodge Pump Stations No. 1 and 2.
- Verify water line sizing.
- Look at alternative sites for the booster pump station that would serve the new reservoir.

Environmental Review

The Biological Assessment will be based on the NEPA process and the EDA protocol. The assessment will comply with the Endangered Species Act Section 7 requirement for consultation with listing agencies. The EDA protocol involves contacting each of the listed federal agencies in writing. The contact letter will include a review of the threatened and endangered species lists, a discussion of the direct and indirect impacts of the project on the listed species, a determination of the effect the project will have on the listed species and habitats, and a request for the listing agency to concur with the determination.

A NEPA Public Notice will be published in the local newspaper as required by EDA, with an affidavit of publication provided to EDA. Project information will be made available to the public for review for 15 days from the publication date of the notice to allow time and opportunity to respond.

This assessment and public review period is required to meet before receiving approval documentation from the Oregon State Historical Preservation Office.

Permitting

A 1200C permit from the Department of Environmental Quality (DEQ) will be required for the reservoir site. The City will have to go through the County's Conditional Use Permit process for the new reservoir site. We will provide support to the City as required.

Easements and Property Acquisition

The site next to the Seacrest storage tank is very tight. An easement or property acquisition will be required for the new booster pump station. The reservoir site will also require an easement or a property acquisition and easements are required for certain portions of the utility lines. Engineer will provide descriptions for necessary easements that are needed for the anticipated waterline routes; one (1) booster pump station site and the reservoir site. The City will be responsible for preparing the legal documents and securing the necessary easements / parcels from the affected property owners.

Geotechnical Report

A geotechnical report will be required at the new reservoir site and at each end of the horizontal directional drill (HDD) locations. Recommendations from the report will be incorporated into the design documents and information at the HDD locations will be used by the contractors when they bid the project. Report will also include the site specific seismic hazard evaluation.

Design Surveys

Design surveys will be included as part of the overall scope. This will include the following main items:

- Project Control: Vertical datum will be based on 1988 NAVD and horizontal datum will be based on local surveys. Control monuments will be placed at the Seacrest Tank, Vista Ridge Subdivision, new reservoir tank site, airport and near Dodge #1 and #2 pump stations.
- Topographic route survey will be completed for the proposed waterlines on Dodge Avenue, the 6"/8" waterline thru Dundom's parcel and along Gowman Lane to Parkview Drive ; the proposed 12" waterline and 4" force main sewer from Vista Ridge Subdivision to the proposed water tank site. These surveys will be based on a 50-foot wide strip and include underground utilities. Tie-out available right-of-way and property corner monuments along the route for determining existing rights-of-ways.
- Proposed Tank Site – provide topographic survey for the proposed tank site. The tentative site will be determined prior to beginning the field surveys and will be coordinated with the City. City will be responsible for securing necessary parcel / easement from South Coast Lumber Company.
- PRV Sites – provide topographic survey of four PRV sites.

Design

Design for the water system components include a new water storage reservoir, approximately 2,700 lineal feet of 12-inch diameter and 650 lineal feet of 8-inch diameter water line via open trench method, approximately 870 lineal feet of 12-inch diameter water line via HDD method, waster booster pump station and four new pressure reducing valves. The new wastewater system components include a new grinder pump station, approximately 3,600 lineal feet of 4-inch diameter force main via open trench method and 400 lineal feet of 4-inch diameter force main via HDD method.

The following major tasks will be completed during the design phase:

- Design review meetings will be conducted at City Hall at 30, 90 and 100 percent complete with plans and specifications. Comments received from Staff will be incorporated into the documents.
- The design will use City Standards wherever applicable.

- Submittal of a Pre-Design Report will be required by DEQ if the grinder pump station is included within the final scope.
- All plans will be developed in Auto-CAD 3D, version 2012.
- Final documents will be sent to the regulatory agencies for review and comment.

Bidding and Contracts

- Prepare bidding documents including bidding requirements and contract documents.
- Prepare advertisement for bids and send to City-approved publications (City to pay advertising expense).
- Reproduce bidding documents and distribute to approved plan exchanges and interested bidders.
- Respond to bidder questions and prepare necessary addendums, if needed.
- Review bids and recommend contract award based on public contracting rules.
- Prepare construction contracts with City Attorney review for execution.
- Issue Notice of Intent to Award, Notice of Award and Notice to Proceed.

Contract Administration

- Provide construction staking of proposed improvements.
- Conduct preconstruction conference.
- Administer construction contract. Prepare necessary pay requests and change orders. Notify City staff immediately of potential construction problems and recommend a cost effective remedy in order to not delay the construction.
- Tabulate payment quantities and recommend payments to the contractor.
- Project Manager to make periodic site inspections.

Inspection Services

- Provide resident inspector to observe construction.

- Coordinate daily with affected businesses and the public.
- Prepare daily inspection reports for City / EDA.

Project Closeout

- Provide final inspection, punch list and back check of corrective work.
- Prepare final pay request and review with City / EDA.
- Provide record drawings.

Schedule (anticipated)

- Complete Preliminary Plans and Specifications – April thru July 2013
- Final Plans, Specifications and Cost Estimates – August 2013 thru January 2014.
- Securing State and Local agency approvals – June thru December 2013.
- Complete proposed contract documents for solicitation of bids – February, 2014.
- Bidding Period Services – March / April 2014.
- Construction – May thru October 2014.

PROPOSED FEE:

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement. The fee for these services is not to exceed a maximum of \$400,000 including all professional services and reimbursable expenses. Refer to the attached Estimated Man Hours and Costs summary sheet, Exhibit E herein.

PAYMENT METHOD: Monthly Billing based on work completed.

City of Brookings

The Dyer Partnership
Engineers & Planners, Inc.

Gary Milliman, City Manager

Michael W. Erickson, Sr. V.P.

Date: _____

Date: _____

EXHIBIT B

OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

REQUIRED STATUTORY PROVISIONS

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person,

copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235 Condition concerning hours of labor.

- (1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5)(a) ***** [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

STATUTORY REFERENCES OF INTEREST

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.

EXHIBIT C
PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

Professional Liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

As used in ORS chapters 316, 656, 657, 671 and 701, "independent contractor" means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

II. BASIC REQUIREMENTS

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
2. The Contractor is customarily engaged in an independently established business;
3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.

III. ADDITIONAL REQUIREMENTS

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:
(Check three or more of the following:)

- _____ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
 - (b) That is in a portion of the person's residence and that portion is used primarily for the business.
- _____ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
 - (b) The person is required to correct defective work;
 - (c) The person warrants the services provided; or
 - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- _____ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

_____ The Contractor makes a significant investment in the business, through means such as:

- (a) Purchasing tools or equipment necessary to provide the services;
- (b) Paying for the premises or facilities where the services are provided; or
- (c) Paying for licenses, certificates or specialized training required to provide the services.

_____ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

IV. INDEMNIFICATION

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

V. CERTIFICATION

Contractor and Project Manager certify that the above statements are true and correct.

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT D									
ESTIMATE OF MAN HOURS AND COSTS									
DATE:	3/20/2013	PROJECT:	Brookings Airport Improvements	PROJECT NO.:	145.43				
TASK	PRINC MNGR	PROJ MNGR	PROJ ENGR1	MAN HOURS ENGR TECH	INSP	DRFR	SURVEY CREW	CLER	
1 Project Kickoff Mtg	8	8		8					
2 Value Engineering	20	20	20					2	
3 Environmental Review	4	8		12				4	
4 Permitting	6	10		32		12		6	
5 Easements/Acquisition	18	8		20		10			
6 Geotechnical Report	8	12							
7 Design Surveying	20			10		16		2	
8 Water Distribution Imps	80	100	100	160		74		24	
9 Water Reservoir Imps	40	120	120	80		80		30	
10 Sewer Collection Imps	8	24	20	40		8		8	
11 Design Review Meetings	20	24	10					4	
12 Bidding Period Services	20	30	8	8		3		30	
13 Construction Administration	60	200	60	100				20	
14 Inspection	60	60			800			16	
15 Construction Stakeout	4	4	30	10					
16 Project payment / Change Orders	6	40			30			10	
17 Project Closeout / Record Dwg	4	16				40		7	
TOTAL ESTIMATED HOURS	386	684	368	480	830	243	0	163	
MATERIAL COSTS	DESCRIPTION OR UNIT				QUANTITY	UNIT COST	TOTAL COST		
REPORT	Copies						0.00		
PHOTOGRAPHS	Each						0.00		
REPRODUCTION	Sets				20	40	800.00		
							0.00		
							0.00		
TOTAL MATERIAL COSTS-----							\$800.00		
TRAVEL AND PER DIEM	DETAIL						TOTAL COST		
MILEAGE					10000	0.55	5,500.00		
PER DIEM					80	110	8,800.00		
							0.00		
TOTAL TRAVEL AND PER DIEM-----							\$14,300		
OTHER SIGNIFICANT COSTS	DETAIL						TOTAL COST		
Land & Water Environmental							11,800.00		
GRI							34,000.00		
Roberts & Associates							37,000.00		
TOTAL OTHER SIGNIFICANT COSTS-----							\$82,800.00		

ESTIMATE OF MAN HOURS AND COSTS

<i>DATE</i>	20-Mar-13	<i>PROJECT:</i>	Brookings Airport Improvements			<i>PROJECT NO.:</i>	145.43
			0				
			LABOR				
			RATE				
			\$/HR.				
DIRECT LABOR COSTS:						Task 1	2,584
PRINCIPAL/MANAGER	120.00	386	46,320			Task 2	6,738
PROJECT MANAGER	115.00	684	78,660			Task 3	4,578
PROJECT ENGINEER 1	97.00	368	35,696			Task 4	2,652
ENGINEER TECH 2	88.00	480	42,240			Task 5	5,880
INSPECTOR	78.00	830	64,740			Task 6	5,590
DRAFTER/CAD	75.00	243	18,225			Task 7	2,340
CLERICAL 2	49.00	163	7,987			Task 8	51,606
2-MAN SURVEY CREW	130.00	0	0			Task 9	44,750
						Task 10	10,172
						Task 11	6,326
						Task 12	9,025
						Task 13	45,800
						Task 14	77,284
						Task 15	4,730
						Task 16	8,150
						Task 17	5,663
TOTAL DIRECT LABOR COSTS:			293,868				293,868
DIRECT PROJECT EXPENSES							
A. MATERIAL COSTS (BREAKDOWN ATTACHED)						800	
B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED)						14,300	
C. OTHER SIGNIFICANT COSTS (BREAKDN ATTACHED)						82,800	
D. ADMINISTRATIVE FEE 10% OF C						8,280	
TOTAL OF: A THROUGH D						106,180	
TOTAL LABOR COSTS & PROJECT EXPENSES:						400,002	


AMaster\Marketing\Rates\Fee Breakdown-Est Man Hours

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Economic Development Strategy

Motion: Motion to adopt the 2013 Economic Development Strategy.

Background/Discussion:

The City Manager first developed an Economic development Strategy for the City in 2009, which was updated in January 2012.

The by the City Council reviewed the strategy at its April workshop. Updates have been incorporated to the attached document to accurately reflect the views and goals of the City Council.

Attachment(s):

- a. 2013 Economic Development Strategy

Brookings: Oregon's South Pacific

CITY OF BROOKINGS ECONOMIC DEVELOPMENT STRATEGY and ACTION PLAN *January 2013*

The City of Brookings has undertaken a number of activities formulating the basis for an Economic Development Strategy in recent years including:

- The Proud Study (2000)
- The Downtown Master Plan (2002)
- Urban Renewal Plan (2002)
- Systematically updating the Land Development Code (2007-2009)
- Updating infrastructure master plans (2007-2008)
- The Lone Ranch Master Plan of Development (2004 and 2009)
- ECONorthwest Economic Opportunities/Development Strategy (2009)

The City Manager prepared several “white paper” reports on economic development in 2008 and an Economic Development Strategy document in June 2009. During the 2009 goals setting meeting, it became evident that the City Council is desirous of a more aggressive approach to facilitating economic development.

The City Manager has also reviewed various other documents, including the Curry County Economic Development Plan, and the Del Norte County Tri Agency Economic Development Plan.

City staff has participated in various community meetings economic development discussions, including the local Board of Realtors, Chamber of Commerce, Curry Promotional Alliance and others. The City Manager has met with other groups and individuals with future economic development related interests in Brookings, including representatives of Lone Ranch LLC, the Smith River Rancheria, Southwestern Oregon Community College, Border Coast Airport Authority, Curry Health District and others. The City Manager convened a meeting of local marketing professionals to discuss the development of a marketing plan in November 2011. During the 2011-12 budget process, the City Manager recommended retention of an economic development specialist to assist the City in a proactive approach to matching up local landowners and business leaders with developers and development funding; this project was deleted by the Budget Committee. In May 2011, the City Manager facilitated a meeting between Curry County, City of Brookings, City of Crescent City and Del Norte County representatives to explore the possible expansion of the Tri-Agency Economic Development Commission to include Curry County; this concept apparently lacked support.

Staff recommends that the City Council adopt the following policy statements and Action Plan for economic development.

DEFINING THE CITY'S FUTURE ECONOMIC BASE

While these are difficult economic times in which to develop an economic vision for the community, the City Council finds that the City's economic future will rely heavily upon:

1. Retaining existing resource-based business and industry, including lumber production and fishing, to the greatest extent possible. These activities typically provide better “living wage” jobs than are found in tourism or service industries.
2. More retirees as full time residents. Retirees bring with them entitlement incomes. The development of an employment base and the same level of infrastructure needed to support

business/industry are not needed with a retirement-based community as retirees import income from elsewhere and contribute to the local economy from their home. Retirees bring a job and a “salary” with them...their job is being retired.

3. Employees who work in Del Norte County and live in Brookings.
4. Sustaining and expanding tourism.
5. Attracting “boutique industry”...smaller entrepreneurs who do not need to be located in an urban area are increasingly interested in moving their family business to an area where they and their employees can enjoy a better quality of life. “Quality of life” has a number of elements, including public safety, education, parks, health care, clean air and being able to have a sense of pride in the community where you live.
 - ❖ The same “quality of life” ribbon runs through business attraction, tourism, and recruiting new residents.
6. Service and retail industry to support people “employed” in 1-5 above.
7. State and National Parks.

ASSETS AND CONSTRAINTS

Assets and constraints to economic development in Brookings have been well documented in earlier studies and reports. The City Council finds that the top three major constraints to attracting more retiree homeowners to Brookings are:

1. Access to medical care.
2. Transportation...air and ground (“to visit the grandkids, medical and shopping).
3. Lack of shopping and entertainment opportunities.

Other economic development constraints identified through discussion with community stakeholders include:

- Lack of available sites for light industry.
- Lack of continuing education/job training opportunities.
- High utility connection costs (SDCs) for some business classifications.
- Need for more/better local recreational amenities.
- National economic trends and regulation of resources (lumber, fishing).

Assets related to building the future economic base include:

- Comparatively (with California) low property costs.
- Comparatively low taxes.
- Mild coastal climate.
- Attractive physical environment.
- Sustainable resource usage practices.
- Proximity to California and a major California State employer.
- Community-based organizations offering a variety of social opportunities.

GETTING THERE

Based upon a comprehensive review of the forgoing, the City’s economic development strategy consists of the following action items:

- 1. Assist Curry Health Network in securing approval of an Emergency Room designation at the Brookings Clinic.** The 2009 Strategy was “Improve access to medical care: *Work with the Curry*

Health District to facilitate the development of a 24-hour urgent care facility and hospital on the 7.5-acre parcel adjacent to the Civic Center. This would involve annexing the Brookings area to the District. Work with public and private transit agencies to establish a ground shuttle transportation system to medical service providers in Medford.” A new clinic with an Urgent Care unit has been constructed adjacent to City Hall. The Health District has been seeking approval of an Emergency Room designation for this facility, which would be an enhanced level of critical care.

2. *Improve transportation systems.*

- a. Continue working with the Border Coast Airport Authority to redevelop Del Norte Airport and attract additional commercial air carriers, specifically to add northbound service.
- b. Develop an intergovernmental agreement with Curry County to develop a master plan for the Brookings Airport area and pursue funding for infrastructure construction.

3. *Make more property available for light industry.*

- a. Work with the County to develop a plan for providing infrastructure to the Brookings Airport and adjacent properties that could support light industry.

4. *Make park and recreation facilities part of the economic development plan.* Parks are an existing resource that can be built upon. The quality of parks and public areas are a significant part of the decision making process by retirees, small business entrepreneurs and others considering relocating to the community. Parks are also part of the tourism economic base. Brookings could market itself as “the City of parks.” Elevate park maintenance and development to the same level as other economic development endeavors. Pursue the following projects:

- a. A new aquatics facility. Possibly an ocean view/front indoor water park type of facility.
- b. Develop a “Brookings: City of Parks” marketing campaign promoting City parks and the City’s proximity to State and National Parks.
- c. Budget for improvements to sports field improvements at Azalea Park and Cross Park; promote those facilities for regional tournaments.
- d. Work with the golf course lessee to establish a reliable water supply source and to complete facility improvements contemplated in the golf course improvement plan.
- e. Budget for improvements to the Mill Beach access.

Community amenities include local events, such as the Kite Derby, Festival of the Arts, Azalea Festival, summer music series and holiday lights festival. The City should continue to support these activities.

5. *Create more incentives for downtown urban renewal.* The City has waived the off-street parking requirements for property located in the downtown business district, has invested thousands of dollars in façade improvement projects, and street/pedestrian/drainage improvements. Waiver of the off-street parking requirements has transferred the responsibility for this infrastructure to the City.

- a. Restart the facade improvement grant program through the Urban Renewal Agency.
- b. Begin purchasing land for off-street parking.
- c. Develop a business incentive package that would include items including subsidizing System Development Fees and building permit fees for targeted businesses in the downtown area, and waiving first-year business license fees.

6. **Utilize the college.** The 2009 Strategy included: *“Build the college and work with the college leadership to develop programs that will assist in developing a local workforce appropriate to the local economy, and to provide continuing education opportunities to the retirement community.”* The college has been built; the City should continue to be engaged in assisting in matching employee development needs with college programs.

7. **Develop and implement a marketing plan.**

- a. Retain the services of a marketing consultant to develop a marketing plan and marketing funding strategy to target-market retirees and California State employees.

According to California labor market statistics, the number of California State employees working in Del Norte County rose by 6.0 per cent from December 2007-December 2008. In a meeting with realtors, it was noted that sales to California State employees (Pelican Bay, Agricultural Station, etc.) make up a sizeable portion of real estate acquisitions. About 30 per cent of current prison employees reside in the Brookings area.

8. **Continue support of tourism expansion.** The City currently appropriates a portion of the Transient Occupancy Tax (motel tax) it collects to support Chamber of Commerce tourism promotion efforts. The Chamber of Commerce currently operates a visitor information center at the Port, and the State has relocated its visitor center to the Oregon/California border. While several private business operators in Brookings have installed visitor information kiosks or tables within their business, there is no clearly identifiable visitor information center along Highway 101 within the City. The City’s contract with the Chamber for tourism promotion expires July 1, 2012.

- a. Develop a plan for a visitor information center in downtown Brookings.
b. Issue an RFP for tourism promotion services.

9. **Improve Infrastructure.** Improvements are needed to the City’s water, sewer, storm drain and street systems. Specific projects that should be pursued as a part of the economic development effort include:

- a. Reconstruction/widening/channelization of Railroad Street.
b. Extending water and sewer service to the Airport.
c. Water, wastewater and storm drain capacity improvements.

10. **Revisit the old Visitor Center.** The former visitor center at Harris Beach State Park is now being used internally by the Parks and Recreation Department for small meetings. This area of the Park property has been designated as a future group campground area. However, State Parks may be considering alternatives.

- a. Initiate discussion with State Parks on the highest and best use for the former visitor center area.

11. **Act proactively and take advantage of emerging opportunities.**

- a. Retain the services of a real estate and economic development consultant to help initiate economic development projects with targeted Brookings landowners. Assess development potential of undeveloped or underdeveloped properties to assess development potential, identify potential development/financing partners, and lay the groundwork development deals. Not included in this strategy report is discussion of a possible destination resort.

- b. There may be other economic development opportunities that do not seem feasible or are not conceivable at this time. The City should be prepared to consider such opportunities as they arise.

BEYOND BROOKINGS

In pursuing its economic development efforts the City needs to be cognizant of regional economic development efforts and develop relationships and partnerships with other agencies on mutually beneficial projects/programs.

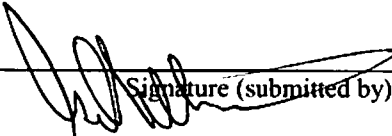
- ***The Port.*** Staff receives many comments from the public as to how the Port of Brookings Harbor is a “diamond in the rough” and could become a larger regional tourism attraction. The City has little or no contact with the Port, although the Port has a significant economic impact on the City of Brookings. The City Manager recommends that an effort be made to develop a joint economic development strategy with the Port.
- ***The College.*** Southwestern Oregon offers a number of economic development related services, including the operation of a Small Business Development Center (a representative is in Brookings one day/week) and job training.
- ***Smith River Rancheria.*** Smith River Rancheria is fast becoming one of the largest employers in the area, with a large percentage of employees and tribal members residing in Brookings. Rancheria development plans include a major casino expansion, hotel, conference and recreation facilities, and affordable housing. These activities could have residual benefit to Brookings in attracting tourists, new business and new residents. Regular contact with the Rancheria management should be maintained to pursue projects of mutual interest.
- ***Curry County.*** The County has disbanded its Economic Development Department and this function is now a part of the Commissioner’s Office.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Brookings Airport Joint Management Agreement

Recommended Motion: Motion to direct the City Attorney to prepare a draft intergovernmental agreement for joint management of the Brookings Airport and adjacent County/City-owned lands based upon the outline provided by staff.

Financial Impact: Undetermined at this time.

Background/Discussion:

In August, 2012, the City was approached by then Curry County Commissioner George Rhodes concerning possible City involvement in the management or ownership of the Brookings Airport. Rhodes, who was serving as the airport manager as a part of his Commissioner duties at the time, said he was concerned about the County's long-term ability to sustain the airport given the County's fiscal crisis. Rhodes reported that the airport was operating at a deficit and that the County may not be able to continue to match federal airport improvement grant funds. The County was also looking at divesting itself of other operations at the time, such as the public health functions (the County ultimately supported the creation of a non-profit corporation and transferred all public health operations and assets to that corporation).

City staff and City Council members met with various airport stakeholders over a period of weeks. Staff performed due diligence work which included consultation with real estate professionals, the Oregon Department of Aviation, the Federal Aviation Administration, Border Coast Regional Airport Authority (BCRAA), reviewed existing leases and the County airport budget. The City also commissioned a preliminary study on the formation of an Urban Renewal Area which would encompass the airport property, adjacent City-owned property and adjacent privately-owned property that would be included in the annexation and served with City utilities.

In early September, 2012, the City submitted a discussion draft of a purchase and sale agreement to Curry County. Key elements of the discussion draft were that:

1. The airport and all adjacent County-owned properties would be conveyed to the City.
2. The purchase price would be \$297,000, which was the present value of the undeveloped land and the present value of the leases as determined by real estate professionals.
3. The purchase price would be paid after the City recovered the full amount of its investment in the water and sewer infrastructure project plus \$200,000. Revenue would be derived from System Development Charges, Urban Renewal Agency tax increment revenue and/or the proceeds of resale of all or a portion of the undeveloped land.

Note that the County paid nothing for the property when it was conveyed to the County by the State in 1997.

The Board of Commissioners rejected the proposal without discussion with the City, with no reason given.

During this period, the City and the BCRAA also developed a draft contract for BCRAA management of airport operations while the City would manage future infrastructure and real estate development; the BCRAA Board indicated a strong interest in pursuing this matter.

Subsequently, Mayor Hedenskog and Council President Pieper met with Commissioners Rhodes, Waddle and Itzen individually. In mid-December 2012, the City received a proposed management agreement from the County which, essentially, would place the City in the position of being the contract operator of the Brookings Airport, assuming all of the financial responsibilities and risks, while the County retained full ownership, control and financial benefit from future development. On December 21, 2012 the City sent a letter to then Commission Chair David Itzen indicating that such an agreement was not acceptable to the City; that the City was interested in developing a joint management agreement; and requesting the matter be discussed further immediately after the new Commission was seated in January.

During the course of the airport annexation proceedings, the City discovered that the grant deed which conveyed the Brookings Airport from the State of Oregon to the County in 1997 contained a provision whereby the State reserved the right to take ownership of the property if the County ceased to operate the facility as an airport, and further provided that none of the property could be sold without the approval of the State. This information was not disclosed in earlier discussions with County officials.

The City's continuing interest in a joint management agreement was discussed several times during meetings with Curry County Commissioners concerning the annexation.

The City's interest in annexation of the airport property and either ownership or joint management of the facility relates to enhancing the future development of the airport itself and adjacent lands. The City developed a grant application to fund 60 per cent of the cost of water and sewer extension improvements to facilitate new development at the airport; the County became a co-applicant at the end of the application process as a condition of approval by the Economic Development Administration. The City will be providing the match for the grant and will be managing the project; the County has no financial obligation and no project management role. The City is interested in developing the property to 1) create jobs, 2) recover its initial financial investment and 3) generate additional property tax revenues for both the City and the County. The City

Mayor Hedenskog reports that he met with Commissioner Itzen on April 15 to discuss the status of a possible joint management agreement, and that Commissioner Itzen requested that the City provide a draft agreement. Staff has prepared an outline of the key elements that would be included in a joint management agreement for Council review and direction.

Attachment(s):

- a. Elements of a joint management agreement, Brookings Airport, outline.
- b. December 21, 2012 letter to David Itzen.

ELEMENTS OF A JOINT MANAGEMENT AGREEMENT BROOKINGS AIRPORT

- **GOVERNANCE:** One Councilor, One Commissioner, One citizen (jointly appointed).
- **MANAGEMENT OVERSIGHT:** Include a management level executive committee or team; possibly City Manager, County Roadmaster, City Attorney/County Counsel, City Finance Director, Planner. Makes recommendations to the governing board.
- **MASTER PLAN:** Develop a master plan for the airport and adjacent City and County owned lands. This could be combined with an Urban Renewal Plan.
- **FUNCTIONS:**
 - Oversee airport operations.
 - Oversee development of airport and adjacent County and City owned property.
 - Hire or contract for airport operations management; possibly contract with Border Coast Regional Airport Authority. This would include management of leases, air operations, FAA/state regulatory issues, grant applications for airport operations improvements.
 - Hire or contract for an airport area development director, an individual or firm who would market the development of the airport and adjoining City/County properties, negotiate development agreements, pursue infrastructure funding, etc.
 - Jointly approve Urban Renewal Plan projects.
 - Jointly approve annual budget
- **SHARE REVENUES AND EXPENSES.** Will need to develop a formula. Some goals would be recovery of the City's water/sewer investment, paying the local match for FAA grant-funded projects, achieving fiscal sustainability.
- **REVIEW INSURANCE/LIABILITY ISSUES:** Relates in large part to how the airport is managed. We do not want to get involved in a situation where the airport is managed by people who are not knowledgeable of airports or management techniques/responsibilities.
- **AGREEMENT TERM:** Should be at least five years; best to run coterminous with Urban Renewal Plan (15-20 years).
- **REMEMBER: JOINT MANAGEMENT = JOINT RESPONSIBILITY**



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232
rhedenskog@brookings.or.us; www.brookings.or.us

Mayor Ron Hedenskog

December 21, 2012

David Itzen, Chair
Curry County Board of Commissioners
94235 Moore St., Suite 122
Gold Beach, OR 97444

Dear Commissioner Itzen,

On December 20, 2012, the City Council met in executive session to review the proposed intergovernmental agreement relating to management of the Brookings Airport. The consensus of the Council was that this management agreement does not adequately address the City's interest in pursuing the development of the property and recovering the portion of the City's investment to extend water and sewer service to the Airport. Our first draft agreement established a method in which the Board of Commissioners deeded airport properties to the City with a payback to the County as the lands were developed. That agreement was found to be unacceptable to the County. The second draft from the County leaves the Council feeling there is a lack of City control and that lack does not assure the City's possibilities for recouping the investments necessary to extend City infrastructure for future industrial park purposes or the continued management of the airport without suffering yearly financial losses.

There are several deficiencies in both documents that can be pointed out, but, at this time, we would propose to delay further consideration of this matter until the new year when the Board of Commissioners are prepared to resume business. At that time we would propose to meet with Board representatives to carefully review the terms of our earlier proposed Purchase and Sale Agreement in conjunction with the terms of the County's draft intergovernmental agreement. Making adjustments to each proposal to achieve a transaction acceptable to both parties would be our goal.

While performing title research in preparation for annexing additional properties in the vicinity of the airport, we became aware of a 1997 Right of First Refusal and Assignment and Assumption of Obligations Agreement between the County and the State of Oregon which provides, in part, that:

"County agrees not to sell, transfer, exchange, grant an option to purchase, lease or otherwise dispose of the Property or any part of or interest in the Property, without first offering the Property to State on the same terms and conditions set forth in the concurrent Bargain and Sale Deed between the two parties which conveys title of the Property to County."

"In the event that County desires to divest itself of the Property, it shall send a notice to the State, and the State shall have the right to obtain title to the Property in the terms set out herein."

In addition to the above mentioned right of refusal, a bargain and sale deed is referenced. It will become essential for the Board and City to study that referenced deed and find how it relates to these matters. Please provide us with a copy of the referenced deed.

The City Council is concerned about the time table associated with the \$1.7 m EDA grant that has been secured for infrastructure development of the Brookings Airport. That grant requires a 40% shared cost contingency. The City's preliminary analysis indicates a total cost of around \$2.7m to provide infrastructure to the airport and prepare the surrounding lands for industrial/commercial purposes. The grant has an extinguish date in late summer 2014. The City believes we will need to be in the engineering phase by early summer 2013. Prior to committing funds for development purposes, the Council will need to be assured of the possibility of recouping those funds through a mutual agreement, of by other means. Therefore, it is important for the Board, and the Council, to be in negotiations as soon after January 2013 as possible.

The City Council believes that it is in the best interest of County citizens, south County citizens, and Brookings residents to develop the airport for emergency preparation purposes. The EDA agreed with that position, and therefore was willing to commit federal dollars to achieve that goal. We have a responsibility to all our citizens to make it happen.

We look forward to a continuing dialogue concerning this matter.

Sincerely,


Ron Hedenskog
Mayor


Cc: City Council
City Attorney Martha Rice

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: Mayor



Signature (submitted by)

City Manager Approval

Subject: Resolution 13-R-1003 Supporting Measure 8-71

Recommended Motion:

If the City Council desires to support Measure 8-71: Motion to adopt Resolution 13-1003 Supporting Measure 8-71, Curry County Law Enforcement Five Year Split Rate Operating Levy to be presented for voter approval on the May 21, 2013 election ballot.

Financial Impact:

This property tax measure would increase the County tax rate within the City limits by \$1.84 to a total County rate of \$2.43, and would increase the County tax rate in the unincorporated area by \$1.97 to a total County tax rate of \$2.56 for a period of five years.

Background/Discussion:

Curry County is facing a fiscal crisis, primarily as a result of the loss of federal funding that has been used to support general government operations, including general law enforcement services. The Board of Commissioners has placed a property tax levy measure, Measure 8-71, on the May 21, 2013, countywide ballot which would increase the property tax rate by \$1.97 in the unincorporated area and \$1.84 in the cities for a period of five years to fund law enforcement services.

The City Council reviewed the proposed Measure at its meeting of March 25, 2013, at which time the City Council voted unanimously to recommend that the Board of Commissioners place a similar Measure on the November, 2013, ballot which would enact a split rate of \$1.92 in the unincorporated area and \$0.92 in the cities for a period of three years. Please refer to the Council Agenda Reports entitled "Proposed County Public Safety Property Tax Levy" and "County Fiscal Crisis" which were included in the March 25 Council agenda packet.

Commissioner David Itzen has requested that the City Council adopt a Resolution in support of Measure 8-71 and provided a draft resolution which has been formatted into the attachment.

Attachment(s):

- a. Proposed Resolution 13-R-1003

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 13-R-1003

A RESOLUTION OF THE CITY OF BROOKINGS SUPPORTING MEASURE 8-71, CURRY COUNTY'S LAW ENFORCEMENT FIVE YEAR SPLIT RATE OPERATING LEVY TO BE PRESENTED TO THE ELECTORATE FOR APPROVAL ON THE MAY 21, 2013 ELECTION BALLOT.

WHEREAS, the Curry County Board of Commissioners (Board) has determined that a five year levy will be submitted to the qualified voters of the County as established by Section 11, Article XI of the Oregon Constitution on Tuesday, May 21, 2013, in order to permit the operation of the Curry County Sheriff's Office, District Attorney's Office, and Juvenile Department (law enforcement services); and

WHEREAS, the Curry County Board of Commissioners and City of Brookings considers additional funding to sustain law enforcement services is immediately necessary and in the public interest; and

WHEREAS, without additional funding, Curry County's proposed discretionary resources budget of \$2.1 million will not be able to sustain law enforcement services; and

WHEREAS, any delay of a measure for voter approval past May 21, 2013, would cause serious hardship and could delay any revenue to fund said county law enforcement services until November of 2014; and

WHEREAS, the Curry County Board of Commissioners has determined that a split rate levy with \$1.84 per \$1,000 of assessed value levied within the incorporated cities of Brookings, Gold Beach and Port Orford, (urban) and \$1.97 per \$1,000 of assessed value in the remaining unincorporated (rural) areas of Curry County, Oregon, is necessary to maintain law enforcement services; and

WHEREAS, it is necessary to submit the question authorizing a five year split rate levy to the registered voters of Curry County, Oregon;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Oregon, that it supports Measure 8-71, Curry County's Law Enforcement Five Year Split Rate Operating Levy, to be presented to the electorate for approval on the May 21, 2013 election ballot, to fund Dispatch, 911, Jail Operations, Criminal Investigations, Crime Prevention, Search & Rescue, Marine Patrol, Civil Process, Juvenile Detention Services, Drug Enforcement, Prevention and Education, Traffic Safety, School Resource Programs, Sheriff Patrols, Adult Parole and Probation, Wild Land Fire and Tsunami Evacuations, Emergency Services, Juvenile Probation, Adult and Juvenile Prosecution, Child Advocacy, Victims Assistance and other Curry County Public Safety Services .

Passed by the City Council _____, 2013.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

City of Brookings CITY COUNCIL MEETING MINUTES

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

Monday, April 8, 2013

The City Council met in Executive Session at 6:30pm in the City Manager's office under ORS 192.660 (2)(e) "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

Call to Order

Mayor Hedenskog called the meeting to order at 7:04 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, Finance & Human Resources Director Janell Howard, Public Works & Development Director Loree Pryce, Parks & Tech Supervisor Tony Baron, Planning Manager Donna Colby-Hanks, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and approximately 28 others.

Ceremonies/Appointments/Announcements

Mayor Hedenskog proclaimed April as "Catch the Wave Month" in Brookings.

Mayor Hedenskog moved, a second followed and Council voted unanimously to reappoint Bernard Banta to the Traffic Safety Committee.

Mayor Hedenskog moved, a second followed and Council voted unanimously to appoint Don Vilelle to the Traffic Safety Committee.

Staff Reports

Approval of Second Amendment to the City's First Amended Lease Agreement with the Claveran Group, LLC, to include reduced lease payment and revised payment date.

City Manager Milliman provided the staff report.

Public Comments:

Rich Hansen, Brookings, encouraged the Council to continue its support of the golf course. While not a member, Hansen said he was an occasional resident player and felt the course was a tremendous community asset. He said he used to think it was rich man's sport but it didn't have to be expensive and the course's rates were reasonable. He encouraged Council to think of the course as a tourism asset and include it in its promotion budget. Hansen suggested charging a lease amount of a dollar a year to resolve the conflict.

Ed Murdock, Salmon Run Manager, said he was working on a business plan and on putting together a group to purchase the course from Claveran and requested that Council table the matter to give his group time to put together its proposal.

Councilor Hodges said he was in favor of tabling the matter until at least the next meeting.

Mayor Hedenskog, directing his remarks to Hansen, said Council was fully aware of the course's importance and had been working hard to keep it up and running. He said it was not Council's intention to profit from the course.

Councilor McClain said the intent was for lease payments to go toward obtaining a permanent water source and he agreed that the matter should be tabled for a couple of weeks.

Councilor Pieper said Council had a request from the Claveran Group and he didn't see waiting on that decision just to see what another group was doing. The lessee was in material breach of their contract, he said, and he would like to act on the agreement, either to postpone the payment date or terminate the contract.

Councilor Hamilton said he would like to see the matter tabled.

Councilor Hodges said keeping the course operational was crucial to keep it from becoming overgrown. He said tabling the matter would allow the course to remain open to other possibilities; losing this community investment would benefit no one.

Councilor Pieper said tabling it didn't send the right message to the citizens. He said extending the date to a specific time would be a better option, and the best option would be to terminate the current agreement and enter into a temporary agreement to keep the course operational.

Councilor Hodges said his thought was to keep the City's options open. If the agreement were terminated without a group being ready to run it, the course would shut down.

Councilor Hodges moved and then retracted a motion to table the matter for six weeks.

Councilor McClain asked how much time Murdock would need to prepare his proposal and Murdock said, ideally, six weeks, but he could work with four weeks.

Councilor Hodges suggested setting a date and then moving forward from there and McClain said that was fair but he wanted to see a plan from Murdock explaining why he could make the course succeed when it had not succeeded in the past.

Councilor Hodges moved, Councilor McClain seconded, and Council voted 4 to 1, to table the amended [Golf Course] agreement until the City Council Meeting, May 13th, at which time we can make a decision on the amended lease agreement, with Mayor Hedenskog and Councilors Hodges, McClain and Hamilton voting "Yes" and Councilor Pieper voting "No."

Approval of Brookings Municipal Code revisions and adoption of the Cross Connection Program.

Planning Manager Colby-Hanks gave the staff report, stating that Council had reviewed the changes at its April workshop and the program would bring the City into compliance with state regulations.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the revisions to Brookings Municipal Code Chapter 13.05 and adopt the backflow program as submitted.

Ordinances/Resolutions/Final Orders

Resolution 13-R-1002, authorizing submission of a Local Government Grant Program Application for Parks Improvement Projects.

Supervisor Baron provided the staff report.

Councilor Hamilton said that he was “very impressed” with ADA improvements at Bud Cross Park and it would be nice to have a day use area there. He also said an ADA restroom was sorely needed at Chetco Point Park.

Councilor Hodges asked about the match and Baron said it would come from Park SDC development funds.

Mayor Hedenskog said both projects were worthwhile.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1002, authorizing submission of a Local Government Grant Program application to the Oregon Parks and Recreation Department for Park Improvement Projects and authorize the mayor to sign a letter of support on behalf of the City Council.

Staff Reports

Rejection of bids Park Maintenance and Janitorial Services bids and authorization to employ one full time, and one seasonal part time maintenance employee.

Supervisor Baron provided the staff report.

Mayor Hedenskog said the bids looked “pretty high.”

Councilor Hamilton said the parks looked in good shape now and there didn’t seem a need to increase the expense.

Councilor Hodges said he also thought the bids had come in high and he was “on the fence” about the \$85,000, but had to go with staff’s figures.

Mayor Hedenskog said he didn’t feel the \$85,000 included all the work a contractor would have to do, such as supervision, equipment, dumping fees and office costs.

Councilor Pieper said he didn’t expect to award the contract with the bids being so high, but if contracting out parks maintenance remained a Council goal there was always going to be a first time. The bugs, he said, could be weeded out after the first year. Pieper added that he didn’t think it would get any better if this were tried again.

Councilor McClain said he was disappointed in the number of bids but paying more than \$85,000 would be a waste of the taxpayer’s money. He also said he trusted Baron’s figures.

Mayor Hedenskog said one of Council’s goals was to hold the number of employees to 47 and keep local contractors in business. This, he said, was a failure.

Councilor Hodges said he didn’t think this was staff’s failure. He said seeing so few bids come in indicated to him that it was probably too big of a job for local contractors. Hodges then asked about the cost of trash disposal.

Baron said it was \$5200 annually for the dumpster.

Director Howard pointed out that the City would incur certain expenses regardless of whether it was contracted out or not and these had not been included in the \$85,000. She also said the two positions were closer to 1.3 FTE because of the part time seasonal position.

Councilor Hodges asked if dumpster fees were included in the \$85,000 and Howard said they were.

Councilor Pieper said this was the correct way to cost out the work, but it was too bad it hadn’t been bid this way the first time. He said it seemed to him that, when this was discussed at a workshop, staff’s opinion had been to keep the work in house and he wasn’t

surprised to see it work out this way. He said having staff "truly behind" this kind of thing would make a big difference in how it worked out.

Councilor Hamilton moved and Mayor Hedenskog seconded a motion to reject all bids and stay the current course. City Manager pointed out that the motion would retain a temporary employee which would require terminating and then hiring another employee every six months and the motion and second were withdrawn.

Councilor McClain moved, Councilor Hodges seconded and Council voted, 3 to 2, to reject all bids submitted for park maintenance and park janitorial services and authorize the City to employ one full time and one seasonal part time parks maintenance employee with Councilor McClain, Hodges and Hamilton voting "Yes," and Mayor Hedenskog and Councilor Pieper voting "No."

Authorization to execute a Cooperative Improvement Agreement Amendment for the Harris Beach Multi-Use Bike Path Project.

Director Pryce gave the staff report.

Responding to a question from Councilor McClain, Pryce said ODOT was paying the full cost of the project.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute a Cooperative Improvement Agreement Amendment with the State of Oregon for the Harris Beach Multi-Use Bike Path Project.

Authorization to notice the City's intent to sell a portion of the park area on Richard Street and requesting proposals.

City Manager Milliman provided the staff report.

Councilor Pieper said if the property didn't sell, the City should enter into agreement with the property owner who was currently using it to store his equipment.

Mayor Hedenskog said it was excess property and best absorbed into an adjacent property.

Councilor Hodges moved, a second followed and Council voted unanimously to notice the City's intent to sell a portion of the park area on Richard Street and requesting proposals.

Authorization for Mayor to sign support letter for Senate Bill 173.

City Manager Milliman gave the staff report.

Councilor Hamilton said he thought SB 173 was a better approach than was HB 3435.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the Mayor to sign a letter of support for Senate Bill 173.

Discussion of draft County Home Rule Charter.

City Manager Milliman provided the staff report and City Attorney Rice summarized the main points of the draft charter and emphasized the importance of getting more than the required 617 signatures on the petition to ensure that enough valid signatures were obtained.

Considerable discussion ensued. In particular, City Manager Milliman said districts would have to be drawn based on population and City Attorney Rice said that, based on a brief look at the numbers, Brookings-Harbor would likely have three members.

Councilor McClain said positions were currently elected at-large and Brookings was not overly represented, so that should not be a concern. He also said he was thinking the positions should be filled by volunteers who would be amply compensated for travel expenses.

City Attorney Rice said the Charter Committee would ultimately determine how Commissioners would be compensated and the draft did not make any changes to other elected County positions.

Councilor McClain said he would like the draft charter to be as "fine-tuned" as possible before presenting it to the public, and Councilor Pieper said the intent was to provide a draft and he didn't want staff or the City Attorney spending too much time on it.

Councilor Hodges said he didn't like the idea of having volunteer commissioners as it would make the positions less desirable and he questioned whether \$10,000 was too little pay. He then asked if the Sheriff or the other two County cities had weighed in on the draft charter.

City Manager Milliman said there seemed to be general support by the other two cities for Council's six motions

Councilor Hamilton said he envisioned three volunteer commissioners. He said he didn't feel the Chair's salary should be that much higher than that of the other members and thought the salaries could be considerably reduced.

Consent Calendar

- Approve Council minutes for March 25, 2013.
- Approve Liquor License Application for Black Trumpet Bistro.
- Approve reinstatement of the Yard of the Month Program for 2013.
- Reschedule May 27th Council meeting to May 28th due to Memorial Day.
- Accept March 2013 Vouchers in the amount of \$361,834.85.

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

Remarks from Mayor and Councilors

Mayor Hedenskog said Evergreen Bank would be providing five existing bears, to be replaced, one each year, by a unique Brookings bear. Evergreen would retain ownership and provide maintenance.

Councilor McClain said the state was not going to take over should the tax levy fail despite what was being said in some letters to the editor of the Curry Coastal Pilot.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 9:16pm.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2013:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 22, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Retaining Wall Easement for Hassett Street Improvement Project

Recommended Motion:

Authorize the City Manager to sign a permanent Retaining Wall Easement with Charles and Karen Henley, 626 Hassett Street, for construction, repair and maintenance.

Financial Impact:

None.

Background/Discussion:

On August 27, 2012, the City Council awarded the contract for the Hassett Street Improvement Project to McLennan Excavation, Inc. This easement will provide the City with permanent ingress and egress for construction and maintenance purposes of a retaining wall.

Attachment(s):

- a. Easement signed by the Henley's

AFTER RECORDING RETURN TO:

City of Brookings
898 Elk Drive
Brookings, OR 97415

Mail Tax Statements To: No Change

Map No.

RETAINING WALL EASEMENT

Charles K. Henley & Karen A. Henley, 626 Hassett Street, Brookings, Oregon ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation, ("Grantee") a perpetual easement for the construction, maintenance and public use of a retaining wall on the property as set forth herein in the City of Brookings, Curry County, State of Oregon, more particularly described as follows:

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 retaining wall 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 for ingress and egress upon, over and across the property for the purposes of constructing and maintaining a retaining wall.

2. Grantor agrees not to 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 use and maintenance of the retaining wall.

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

DATED 4-9-13

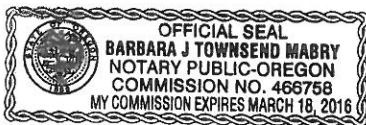
Charles K. Henley
Grantor: Charles K. Henley

DATED 4-9-13

Karen A. Henley
Grantor: Karen A. Henley

STATE OF Oregon
County of Curry

Before me personally appeared the Grantors, Charles K. Henley and Karen A. Henley, this 9th day of April, 2013, and acknowledged the foregoing instrument as his/her voluntary act and deed.



Barbara J. Townsend Mabry
Notary Public for Oregon
My commission expires: March 18, 2016

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 _____, 2013, 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:

EXHIBIT A

DESCRIPTION #2b

**RETAINING WALL EASEMENT
HASSETT STREET IMPROVEMENTS**

An easement for retaining wall construction, repair, and maintenance purposes over of a parcel of land over a portion of a parcel of land owned by Charles K. Henley & Karen A Henley as described in Instrument No. 2010-4621, Deed Records of Curry County, located in the southeast quarter of the southeast quarter of Section 31, Township 40 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of section 31 marked by a brass cap, which bears South 83° 37' 43" East 230.07 feet from the southwest corner of a parcel of land owned by Arthur J. Fisher as described in Instrument No. 95-05574, Deed Records of Curry County, located in the southeast quarter of the southeast quarter of Section 31, Township 40 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon, marked by a 5/8" rebar, said line being the Basis of Bearings;

Thence North 86° 43' 10" West 507.84 feet to a point on the south line of said parcel owned by Charles K. Henley & Karen A. Henley, being the TRUE POINT OF BEGINNING;

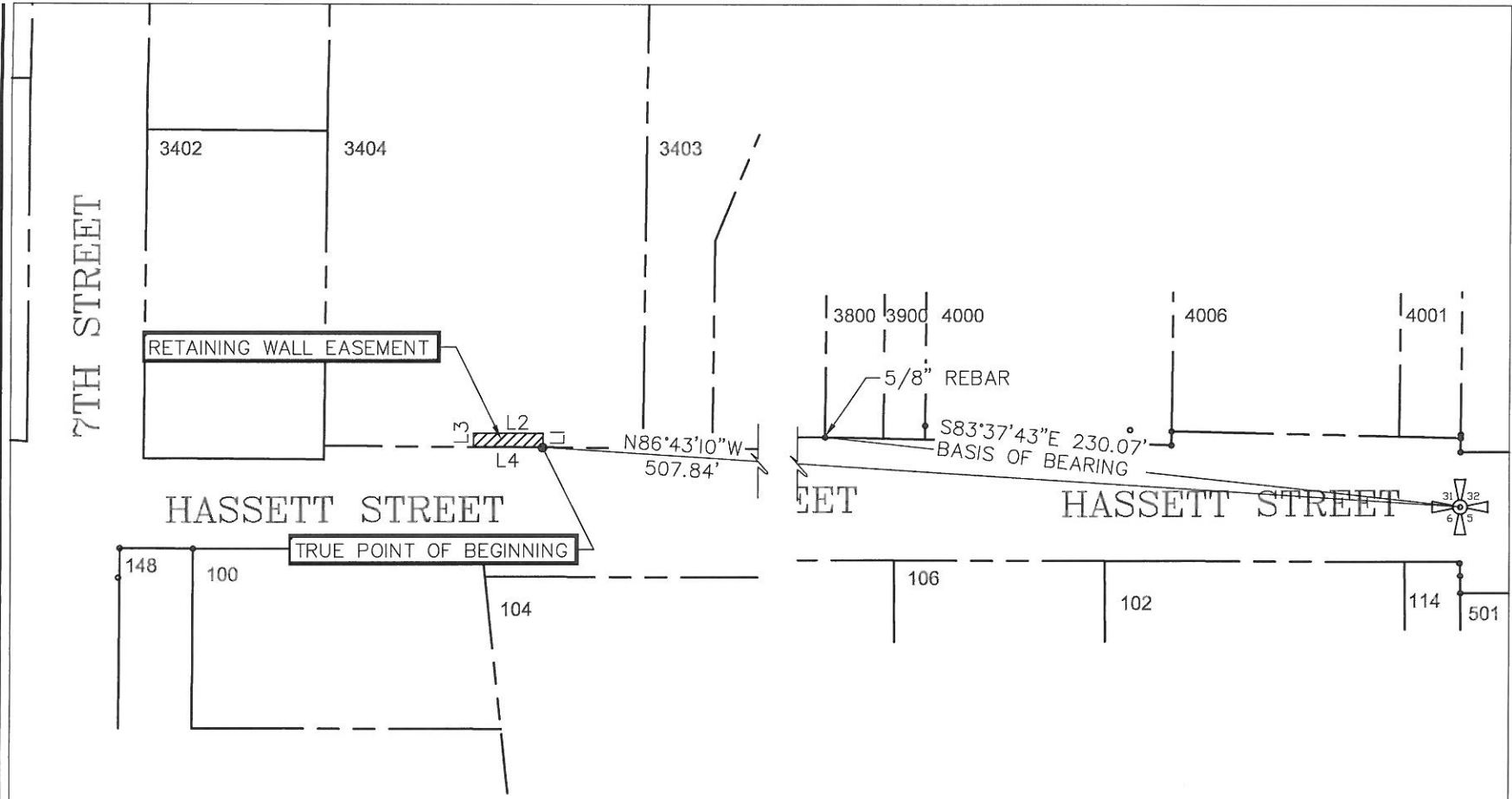
Thence North 00° 29' 56" East 5 feet;

Thence North 89° 30' 04" West 25 feet;

Thence South 00° 29' 56" West 5 feet;

Thence South 89° 30' 04" East 25 feet along the south line of said parcel to the true point of beginning, all as specified on the attached Figure No. 2B.





LINE	BEARING	LENGTH
L1	N00°29'56"E	5'
L2	N89°30'04"W	25'
L3	S00°29'56"W	5'
L4	S89°30'04"E	25'

LOCATED IN THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 13 WEST OF THE WILLAMETTE MERIDIAN, CITY OF BROOKINGS, CURRY COUNTY, OREGON.



SCALE: 1" = 60'

CITY OF BROOKINGS CURRY COUNTY, OREGON		FIGURE NO. 2B
THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.		
DATE: MARCH, 2013		
PROJECT NO.: 145.36		

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
TAXES	2,537,268.00	109,988.61	2,337,288.20	199,979.80	92.1
LICENSES AND PERMITS	94,500.00	5,939.65	90,932.76	3,567.24	96.2
INTERGOVERNMENTAL	589,500.00	191,081.28	285,785.19	303,714.81	48.5
CHARGES FOR SERVICES	177,500.00	6,293.49	106,534.74	70,965.26	60.0
OTHER REVENUE	86,000.00	5,443.49	61,285.35	24,714.65	71.3
TRANSFERS IN	193,929.00	.00	.00	193,929.00	.0
	3,678,697.00	318,746.52	2,881,826.24	796,870.76	78.3
EXPENDITURES					
JUDICIAL:					
PERSONAL SERVICES	14,048.00	1,150.80	8,690.50	5,357.50	61.9
MATERIAL AND SERVICES	8,300.00	300.00	3,054.95	5,245.05	36.8
CAPITAL OUTLAY	2,000.00	.00	.00	2,000.00	.0
	24,348.00	1,450.80	11,745.45	12,602.55	48.2
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	158,373.00	12,839.16	128,785.98	29,587.02	81.3
MATERIAL AND SERVICES	81,800.00	6,482.80	84,301.70	(2,501.70)	103.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	240,173.00	19,321.96	213,087.68	27,085.32	88.7
POLICE:					
PERSONAL SERVICES	1,779,367.00	143,103.58	1,296,508.54	482,858.46	72.9
MATERIAL AND SERVICES	150,740.00	13,613.41	92,869.15	57,870.85	61.6
CAPITAL OUTLAY	401,100.00	18,564.70	352,457.09	48,642.91	87.9
TRANSFERS OUT	15,000.00	.00	.00	15,000.00	.0
	2,346,207.00	175,281.69	1,741,834.78	604,372.22	74.2
FIRE:					
PERSONAL SERVICES	168,625.00	11,244.41	117,497.65	51,127.35	69.7
MATERIAL AND SERVICES	122,500.00	4,667.40	48,366.07	74,133.93	39.5
CAPITAL OUTLAY	79,580.00	.00	30,579.01	49,000.99	38.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	370,705.00	15,911.81	196,442.73	174,262.27	53.0
PLANNING AND BUILDING:					
PERSONAL SERVICES	191,352.00	14,439.24	132,456.39	58,895.61	69.2
MATERIAL AND SERVICES	66,000.00	(1,630.55)	6,720.21	59,279.79	10.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	257,352.00	12,808.69	139,176.60	118,175.40	54.1

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	54,854.00	12,767.99	110,972.46	(56,118.46)	202.3
MATERIAL AND SERVICES	78,900.00	3,503.02	46,289.08	32,610.92	58.7
CAPITAL OUTLAY	10,000.00	.00	1,953.01	8,046.99	19.5
TRANSFERS OUT	.00	.00	.00	.00	.0
	143,754.00	16,271.01	159,214.55	(15,460.55)	110.8
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	114,228.00	13,136.35	128,670.22	(14,442.22)	112.6
MATERIAL AND SERVICES	32,600.00	1,380.22	17,904.20	14,695.80	54.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	146,828.00	14,516.57	146,574.42	253.58	99.8
SWIMMING POOL:					
PERSONAL SERVICES	56,449.00	.00	40,248.53	16,200.47	71.3
MATERIAL AND SERVICES	41,180.00	123.82	24,391.07	16,788.93	59.2
CAPITAL OUTLAY	10,000.00	.00	3,879.02	6,120.98	38.8
	107,629.00	123.82	68,518.62	39,110.38	63.7
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	157,500.00	19,603.79	73,376.88	84,123.12	46.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	67,000.00	.00	.00	67,000.00	.0
CONTINGENCIES AND RESERVES	690,201.00	.00	.00	690,201.00	.0
	914,701.00	19,603.79	73,376.88	841,324.12	8.0
	4,551,697.00	275,290.14	2,749,971.71	1,801,725.29	60.4
	(873,000.00)	43,456.38	131,854.53	(1,004,854.53)	15.1

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	510,000.00	26,516.83	238,561.51	271,438.49	48.8
OTHER REVENUE	300.00	40.00	3,613.33	(3,313.33)	1204.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>510,300.00</u>	<u>26,556.83</u>	<u>242,174.84</u>	<u>268,125.16</u>	<u>47.5</u>

EXPENDITURES

EXPENDITURES:

PERSONAL SERVICES	121,992.00	9,650.09	83,177.55	38,814.45	68.2
MATERIAL AND SERVICES	195,600.00	7,992.48	60,624.74	134,975.26	31.0
CAPITAL OUTLAY	208,300.00	749.00	106,651.94	101,648.06	51.2
TRANSFERS OUT	24,610.00	.00	.00	24,610.00	.0
CONTINGENCIES AND RESERVES	65,798.00	.00	.00	65,798.00	.0
	<u>616,300.00</u>	<u>18,391.57</u>	<u>250,454.23</u>	<u>365,845.77</u>	<u>40.6</u>
	<u>616,300.00</u>	<u>18,391.57</u>	<u>250,454.23</u>	<u>365,845.77</u>	<u>40.6</u>
	<u>(106,000.00)</u>	<u>8,165.26</u>	<u>(8,279.39)</u>	<u>(97,720.61)</u>	<u>(7.8)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,395,000.00	170,506.57	1,077,764.19	317,235.81	77.3
OTHER INCOME	2,000.00	2,378.23	44,192.77	(42,192.77)	2209.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,397,000.00</u>	<u>172,884.80</u>	<u>1,121,956.96</u>	<u>275,043.04</u>	<u>80.3</u>
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	596,281.00	38,679.62	373,177.10	223,103.90	62.6
MATERIAL AND SERVICES	325,250.00	27,850.83	251,710.81	73,539.19	77.4
CAPITAL OUTLAY	68,300.00	2,776.61	15,556.05	52,743.95	22.8
	<u>989,831.00</u>	<u>69,307.06</u>	<u>640,443.96</u>	<u>349,387.04</u>	<u>64.7</u>
WATER TREATMENT:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	379,002.00	.00	.00	379,002.00	.0
CONTINGENCIES AND RESERVES	138,667.00	.00	.00	138,667.00	.0
	<u>517,669.00</u>	<u>.00</u>	<u>.00</u>	<u>517,669.00</u>	<u>.0</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,507,500.00</u>	<u>69,307.06</u>	<u>640,443.96</u>	<u>867,056.04</u>	<u>42.5</u>
	<u>(110,500.00)</u>	<u>103,577.74</u>	<u>481,513.00</u>	<u>(592,013.00)</u>	<u>435.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
CHARGES FOR SERVICES	2,650,500.00	214,239.74	1,974,475.73	676,024.27	74.5
OTHER REVENUE	3,000.00	.00	420,279.18	(417,279.18)	14009.
TRANSFER IN	.00	.00	.00	.00	.0
	<u>2,653,500.00</u>	<u>214,239.74</u>	<u>2,394,754.91</u>	<u>258,745.09</u>	<u>90.3</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	426,141.00	34,007.08	328,187.00	97,954.00	77.0
MATERIAL AND SERVICES	250,100.00	13,537.89	98,776.34	151,323.66	39.5
CAPITAL OUTLAY	24,900.00	.00	2,384.49	22,515.51	9.6
	<u>701,141.00</u>	<u>47,544.97</u>	<u>429,347.83</u>	<u>271,793.17</u>	<u>61.2</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	436,275.00	29,770.39	277,934.03	158,340.97	63.7
MATERIAL AND SERVICES	466,600.00	36,761.51	324,447.24	142,152.76	69.5
CAPITAL OUTLAY	302,400.00	981.00	68,426.41	233,973.59	22.6
TRANSFERS OUT	1,075,705.00	.00	.00	1,075,705.00	.0
CONTINGENCIES AND RESERVES	239,379.00	.00	.00	239,379.00	.0
	<u>2,520,359.00</u>	<u>67,512.90</u>	<u>670,807.68</u>	<u>1,849,551.32</u>	<u>26.6</u>
	<u>3,221,500.00</u>	<u>115,057.87</u>	<u>1,100,155.51</u>	<u>2,121,344.49</u>	<u>34.2</u>
	<u>(568,000.00)</u>	<u>99,181.87</u>	<u>1,294,599.40</u>	<u>(1,862,599.40)</u>	<u>227.9</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2013

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	509,838.00	21,883.15	490,436.60	19,401.40	98.2
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	1,000,500.00	.00	328.05	1,000,170.95	.0
	<u>1,510,338.00</u>	<u>21,883.15</u>	<u>490,765.65</u>	<u>1,019,572.35</u>	<u>32.5</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	15,226.22	54,773.78	21.8
CAPITAL OUTLAY	1,372,397.00	176,880.67	176,880.67	1,195,516.33	12.9
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	417,941.00	.00	.00	417,941.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,860,338.00</u>	<u>176,880.67</u>	<u>192,106.89</u>	<u>1,668,231.11</u>	<u>10.3</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	<u>1,860,338.00</u>	<u>176,880.67</u>	<u>192,106.89</u>	<u>1,668,231.11</u>	<u>10.3</u>
	<u>(350,000.00)</u>	<u>(154,997.52)</u>	<u>298,658.76</u>	<u>(648,658.76)</u>	<u>85.3</u>

April 2013

April 2013						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2013						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

	Monday		Tuesday		Wednesday		Thursday		Friday	
	Apr 1		2		3		4		5	
Apr 1 - 5	4:00pm 6:00pm CC - Council Wkshp 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 7:00pm 10:00pm CC-Planning Comm		12:00pm 1:00pm CC - Stout Park 8:00pm 10:00pm FH-PoliceResrvs		10:00am 4:00pm CC - Muni Court			
Apr 8 - 12	8		9		10		11		12	
	10:00am 11:00am CC - Staff 10:00am 11:00am FH - VIPS 7:00pm 10:00pm FH-FireTrng 7:00pm 9:30pm CC-Council		9:00am 10:00am CC - Site Plan		10:00am 11:00am FH-BRFD		11:30am 1:30pm CC - Staff 3:00pm 4:00pm CC - Staff		9:00am 10:30am CC-Crm Stoppers	
Apr 15 - 19	15		16		17		18		19	
	9:00am 10:00am CC - Staff 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 6:00pm 8:00pm CC - Budget Committee		10:00am 3:00pm CC - Staff		11:00am 12:00pm CC - Public Art Comm			
Apr 22 - 26	22		23		24		25		26	
	7:00pm 9:00pm CC-Council 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 4:00pm 6:00pm CC - TPAC		11:00am 11:30am CC - Staff 6:00pm 8:00pm CC-Budget Committee					
Apr 29 - May 3	29		30		May 1		2		3	
	6:00pm 8:00pm CC - Budget Comm (if needed) 7:00pm 10:00pm FH-FireTrng		9:00am 10:00am CC - Site Plan 6:00pm 8:00pm CC - Budget Comm (if needed)							

May 2013

May 2013							June 2013						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	2	3	4							1
12	13	14	15	16	17	18	2	3	4	5	6	7	8
19	20	21	22	23	24	25	9	10	11	12	13	14	15
26	27	28	29	30	31		16	17	18	19	20	21	22
							23	24	25	26	27	28	29
							30						

	Monday	Tuesday	Wednesday	Thursday	Friday
Apr 29 - May 3	Apr 29	30	May 1	2	3
			12:00pm 1:00pm CC - Stout Park 7:00pm 9:00pm FH-PoliceResrvs	10:00am 4:00pm CC - Muni Court	4:00pm 5:00pm CC - Vet Memorial - Bid Opening
May 6 - 10	6	7	8	9	10
	4:00pm 6:00pm CC - Council Wkshp 7:00pm 10:00pm FH-FireTrng	9:00am 10:00am CC - Site Plan 7:00pm 10:00pm CC-Planning Comm	10:00am 11:00am FH-BRFD	3:00pm 4:00pm CC - Staff	9:00am 10:30am CC-Crm Stoppers
May 13 - 17	13	14	15	16	17
	10:00am 11:00am FH - VIPs 7:00pm 10:00pm FH-FireTrng 7:00pm 9:30pm CC-Council	9:00am 10:00am CC - Site Plan		11:00am 12:00pm CC- Public Art Comm	
May 20 - 24	20	21	22	23	24
	10:00am 11:00am FH - VIPs 7:00pm 10:00pm FH-FireTrng	9:00am 10:00am CC - Site Plan		7:00pm 9:00pm CC-Parks & Rec	5:00pm 7:00pm CC - Veterans Roll Call
May 27 - 31	27	28	29	30	31
	8:00am 5:00pm City Hall Closed - Memorial Day 7:00pm 10:00pm FH-FireTrng	9:00am 10:00am CC - Site Plan 7:00pm 9:00pm CC-Council			