

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, August 13, 2012, 7:00pm

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

The City Council will meet in **Executive Session at 6:15pm**, in the City Manager's office under authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Appointment of Mayor and City Manager as City representatives in future discussions with other agencies concerning possible formation of a regional economic development agency. [City Manager, pg. 6]
 - a. July 16 Council Workshop Report [pg. 7]
 - b. July 16 workshop attendance list [pg. 8]

E. Oral Requests and Communications from the audience

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

F. Staff Reports

1. Authorization to execute Memorandum of Understanding (MOU) with Brookings Harbor Garden Club with respect to City property landscape maintenance. [Public Works, pg. 10]
 - a. MOU [pg. 11]
2. Discussion and direction to staff regarding water rate adjustment request from the Southern Curry Cemetery Maintenance District. [City Manager, pg. 8]
 - a. July 16, 2012 letter from District. [pg. 13]
 - b. District annual budget summary. [pg. 14]
3. Award bid for Bud Cross Access Ramp Improvements to McLennan Excavation, Inc, the lowest responsive bidder, in the amount of \$117,000 with additional contingency not to exceed \$44,380 for continued sidewalk improvements along Third Street. [Public Works, pg. 20]
 - a. Dyer letter [pg. 21]
 - b. Bid Tabulation [pg. 22]
 - c. ADA Ramp Site Plan [pg. 23]
 - d. Bud Cross Park Master Plan Design [pg. 25]
4. Direction to staff regarding the City's possible participation in the Brookings Healthy Communities Vision Council. [City Manager, pg. 30]
 - a. Power point presentation from August 6 Workshop. [pg. 31]
5. Create a five member Tourism Promotion Advisory Committee to work with staff and contract service providers to develop and implement a tourism promotion program and report back on the program's effectiveness. [City Manager, pg. 33]

G. Public Hearings/Ordinances/Resolutions/Final Orders

1. Resolution authorizing the Mayor to execute the US Economic Development Administration Brookings Airport Infrastructure Co-Applicant Agreement and designate the City Manager as recipient contact. [City Manager, pg. 34]
 - a. Resolution 12-R-992 [pg. 36]
 - b. Co-Applicant Agreement [pg. 37]
 - c. Airport Master Plan Map [pg. 39]
 - d. Project Summary [pg. 40]
 - e. Cal Ore Life Flight Letter [pg. 41]
 - f. Water Improvements Map [pg. 42]
 - g. Sewer Improvements Map [pg. 43]
2. Resolution adopting Model Rules for public contracting and policy for public procurement and contracting and designating the City Council as the Local Contract Review Board. [City Manager, pg. 44]
 - a. Resolution 12-R-991 [pg. 45]
 - b. Salem area Chamber article on local preference policies [pg. 58]
 - c. Purchasing/contracting matrix prepared by City Attorney [pg. 59]
3. Ordinance repealing Brookings Municipal Code Chapter 2.45, Local Contract Review Board, in its entirety. [Advance Packet]
 - a. Ordinance 12-O-701

H. Consent Calendar

1. Approve City Council Meeting minutes for July 23, 2012. [pg. 60]
2. Authorize letter requesting Coastal Management Grant award and the City Manager to execute the grant agreement. [pg. 62]
3. Accept Parks and Recreation minutes for March 22, 2012. [pg. 72]
4. Accept July, 2012 Vouchers in the amount of \$ \$311,660.44 [pg.74]

I. Remarks from Mayor and Councilors

J. 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.

August 2012

August 2012							September 2012						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

Monday		Tuesday		Wednesday		Thursday		Friday	
Jul 30		31		Aug 1		2		3	
				10:00am CC- Site Plan 12:00pm CC - Stout Park 7:00pm FH-PoliceResrvs		3:00pm CC - Staff			
6		7		8		9		10	
11:00am CC - VIPs 4:00pm CC - Council Wkshp 7:00pm FH-FireTrng				10:00am FH-BRFD 10:00am CC- Site Plan		9:00am CC-Crm Stoppers			
13		14		15		16		17	
7:00pm FH-FireTrng 7:00pm CC-Council		1:00pm CC - Staff 2:00pm CC - Staff		9:00am CC - Staff 10:00am CC- Site Plan		11:00am CC - Public Art Committee 1:00pm CC - Court			
20		21		22		23		24	
11:00am CC-VIPS 7:00pm FH-FireTrng				10:00am CC- Site Plan					
27		28		29		30		31	
7:00pm CC-Council 7:00pm FH-FireTrng				10:00am CC- Site Plan					

Jul 30 - Aug 3

Aug 6 - 10

Aug 13 - 17

Aug 20 - 24

Aug 27 - 31

September 2012

September 2012						
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						

October 2012						
Su	Mo	Tu	We	Th	Fr	Sa
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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	
Sep 3		4		5		6		7	
<div>LABOR DAY - closed</div> <div>11:00am CC - VIPS</div> <div>7:00pm FH-FireTrng</div>		<div>4:00pm CC - Council Wkshp</div> <div>7:00pm CC-Planning Comm</div>		<div>10:00am CC - Site Plan</div> <div>12:00pm CC - Stout Park</div> <div>7:00pm FH-PoliceResrvs</div>		<div>3:00pm CC - Staff</div>			
10		11		12		13		14	
<div>7:00pm FH-FireTrng</div> <div>7:00pm CC-Council</div>				<div>10:00am FH-BRFD</div> <div>10:00am CC - Site Plan</div> <div>5:30pm CC - Victims Impact</div>		<div>9:00am CC - Misdeeds</div> <div>1:00pm CC - Court</div>			
17		18		19		20		21	
<div>11:00am CC-VIPS</div> <div>7:00pm FH-FireTrng</div>		<div>7:00pm CC - PC (TENTATIVE)</div>		<div>10:00am CC - Site Plan</div>		<div>11:00am CC - Public Art Committee</div>			
24		25		26		27		28	
<div>7:00pm CC-Council</div> <div>7:00pm FH-FireTrng</div>				<div>10:00am CC - Site Plan</div>		<div>7:00pm CC - Parks & Rec</div>			

Sep 3 - 7

Sep 10 - 14

Sep 17 - 21

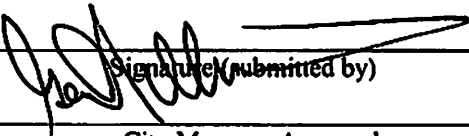
Sep 24 - 28

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 16, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Regional Economic Development – SOREDI Presentation

Background/Discussion:

This is a special City Council workshop on economic development, specifically to hear a presentation by Ron Fox, Executive Director of Southern Oregon Region. Based in Medford, SOREDI conducts business recruitment and assistance programs in Jackson and Josephine Counties.

Fox's presentation will focus on SOREDI's successful business recruitment program that has been operating in the Rogue Valley. He will also provide information on the organizational structure and funding of the regional economic development agency.

The City Manager has invited representatives of other local agencies in Curry and Del Norte Counties to the workshop in hopes of kicking off a discussion of developing a similar program for the two-county coastal region.

The City Manager heard Fox's presentation at the Brookings Chamber of Commerce Annual Economic Outlook Forum describing their successful program to turn tourists into local business entrepreneurs. The City Manager believes that Brookings would benefit from the formation of a similar program in the two-county coastal region. The City Manager believes that none of the local agencies in our region, acting individually, has the resources necessary to undertake an effective economic development program.

Among its programs, SOREDI uses a tourism database to contact repeat visitors to the Rogue Valley and solicit their interest in relocating to the area. A number of these former tourists have relocated to the Rogue Valley, have brought their business with them and created jobs.

SOREDI was initially formed as a partnership among the cities of Medford, Grants Pass and Ashland, the counties of Jackson and Josephine, and three major utility companies in 1987. The organization assists in locating sites and incentives for local business that are expanding or firms from out of the area considering relocation. They also provide an array of business assistance services, administer a revolving loan fund and work with regulatory agencies to resolve issues relating to business expansion.

Grant funding may be available to develop a business plan for the creation of a SOREDI-like program in Curry/Del Norte Counties through the USDA Rural Business Opportunity Grant Program. Grants of up to \$50,000 are available to fund projects that improve economic conditions in rural communities. Among the eligible uses of these funds are conducting

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Regional Economic Development

Recommended Action:

Appoint the Mayor and City Manager as the City's representatives in future discussions with other agencies concerning the possible formation of a regional economic development agency.

Background/Discussion:

This is a follow-up to the special workshop conducted on July 16 on the topic of regional economic development. Each agency attending was asked to discuss this matter with their respective governing boards to determine if there is interest in pursuing the formation of some form of regional economic development agency. As of this writing, staff has been contacted by representatives of the cities of Port Orford and Crescent City, Del Norte County, and the Tri-Agency Economic Development Commission indicating that they are interested in pursuing this matter.

Staff is advised that the Del Norte County-based Tri Agency Economic Development Commission (Crescent City, Del Norte County and the Port District) has requested that its legal counsel review what changes would be needed to their organizational documents to provide for additional members, including members from Oregon.

Attachment(s):

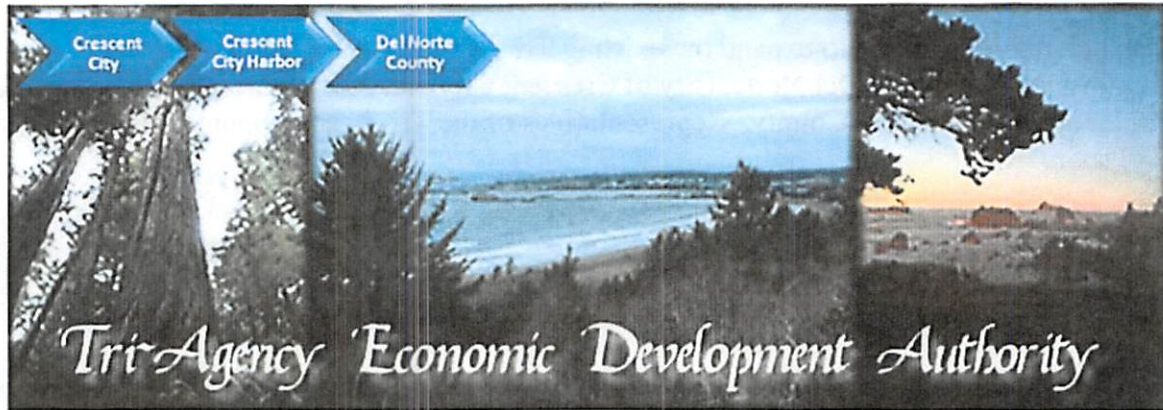
- a. July 16 Council Workshop Report
- b. July 16 workshop attendance list

feasibility studies and business plans, and long-term business strategic planning. Applications are due August 6.

One alternative would be to expand the existing Tri-Agency Economic Development Commission (County of Del Norte, City of Crescent City and Port of Crescent City) to include similar agencies in Curry County. Representatives of the Tri-Agency plan to attend the workshop.

Attachments:

- a. Tri-Agency home page.


[Home](#)
[Tri-Agency](#)
[Contact Us](#)
[Meeting Info](#)
[Why Del Norte County](#)
[Business Resources](#)
[Professional Organizations](#)
[City of Crescent City](#)
[Del Norte County](#)
[Harbor District](#)
[Sovereign Nations](#)
[Economic Development Projects](#)

Tri-Agency Mission

The mission of the Tri-Agency Economic Development Authority (Tri-Agency) is to promote the economic development opportunities of the County of Del Norte, the City of Crescent City and the Crescent City Harbor District by:

assisting existing businesses retain their employees as well as expand their businesses

encouraging new businesses to locate in the community

coordinating economic development activities with other organizations in the community

What We Do

For decades since the 1964 tsunami, the Tri-Agency has repeatedly been called upon to assist the greater Del Norte community in issues involving economic development. Tri-Agency has developed a [Comprehensive Economic Development Strategy \(CEDS\)](#) that allowed it to pursue grant funds from the [Economic Development Administration \(EDA\)](#). These monies were lent to local businesses to assist in expansion, new business startup and creation of new jobs. Today these loans are administered by the Del Norte Economic Development Corporation (DNEDC) through an agreement with Tri-Agency.

In early 2009, the Tri Agency and Del Norte County started a micro enterprise loan program using money from the [Community Development Block Grant \(CDBG\)](#) program. Our very low interest (1%) micro enterprise loans are specifically targeted at low income households seeking to start a new business or wanting to expand an existing business. Tri-Agency works closely with the [North Coast Small Business Development Center \(NCSBDC\)](#) to help applicants through the loan process. The SBDC assists entrepreneurs with a wide variety of business classes ranging from creating business plans, to applying for loans, to new business start-up.

Wikipedia Entries

[Crescent City](#)
[Del Norte County](#)

Webcams

[Trees of Mystery Webcam](#)
[Crescent City Harbor Webcams](#)

Maps

[Bike Del Norte Map](#)

[HOME](#)
[CONTACT US](#)


Regional Economic Development Meeting Attendees 7-17-12


Name	Agency	Title	Email	Phone
Arlene Soto	SWOCC - SBDC	Director, Business Development	asoto@socc.edu	541-756-6445
Bob Pieper	BMA - Brookings	Brookings Business Owner		541-661-3237
Brent Hodges	City of Brookings	City Councilor	riversendconstruction@charter.net	541-469-6517
Candice Michel	BMA - Brookings	Brookings Merchants Assoc	candicem555@gmail.com	541-661-5726
Dave Gordon	City of Brookings	City Councilor	daveg42@charter.net	541-412-7029
Dave Itzen	Curry County	County Commissioner	itzend@co.curry.or.us	541-247-3296
Donna Westfall	City of Crescent City	City Councilor	donnawestfall@yahoo.com	707-951-3650
Gary Milliman	City of Brookings	City Manager	gmilliman@brookings.or.us	541-469-1101
Gene Palazzo	City of Crescent City	City Manager	epalazzo@crescentcity.org	707-464-7483
George Rhodes	Curry County	County Commissioner	rhodesg@co.curry.or.us	541-247-3260
Jane Stebbins	Curry Coastal Pilot	Reporter	jstebbins@currypilot.com	541-469-3123
Janet Pretti	SWOCC	Dean, Curry County Campus	jpretti@socc.edu	541-813-1673
Jay Sarina	Del Norte County	County Admin Officer	jsarina@co.del-norte.ca.us	707-464-7214
Jim Auburn	City of Port Orford	Mayor	jauborn@portorford.org	541-332-3681
Jodi Fritts	City of Gold Beach	City Administrator	jfritts@goldbeachoregon.gov	541-247-7029
Kathryn Murray	City of Crescent City	Mayor	kthrymur@aol.com	707-218-7251
Kelly McClain	City of Brookings	City Councilor	kjmccclain@gmail.com	541-254-0339
Kelly Schellong	City of Crescent City	City Councilor	kschellong@cc.crescentcity.org	707-464-7483
Richard Enea	City of Crescent City	City Councilor	cityclerk@crescentcity.org	707-464-4435
Ron Fox	So OR Regional Econ Dev	Executive Director	ron@soredi.org	541-773-8946
Ron Hedenskog	City of Brookings	Mayor	rhedenskog@brookings.or.us	541-469-1104
Sandy Vieira	Gold Beach Chamber	Executive Director	sandy@goldbeachchamber.com	541-247-0923
Tim Patterson		Brookings Business Owner	tim@yeeyee.com	541-661-0457

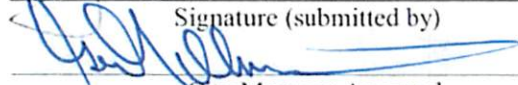
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: Public Works



Signature (submitted by)


City Manager Approval

Subject: Memorandum of Understanding with Brookings Harbor Garden Club

Recommended Motion:

Motion to authorize the Mayor to execute the Memorandum of Understanding with the Brookings Harbor Garden Club with respect to City property landscape maintenance.

Financial Impact:

\$3,000 annual cost of maintaining landscaped areas.

Background/Discussion:

The City is exploring alternative methods of maintaining parks and landscaped areas. Staff approached the Brookings Harbor Garden Club (BHGC) to determine their interest in maintaining the City-owned landscaped area along Chetco Avenue between Ross Road and the Ray's Market driveway, and the landscaped area in the quad area of City Hall. These areas were previously maintained by City park staff.

The BHGC currently maintains the Botanical Garden located on ODOT property at the intersection of Chetco and North Bank Chetco River Road.

Under the terms of the proposed Memorandum of Understanding (MOU), the BHGC membership will assume responsibility for maintaining these areas and the City will provide the BHGC with a \$3,000 annual stipend. The City would continue to maintain the grass.

Staff believes that the BHGC has done an outstanding job in developing and maintaining the Botanical Gardens as a City entrance feature for many years. Staff anticipates that the landscaped areas covered in the proposed MOU will have a presentation of similar high quality.

Attachment(s):

- a. Memorandum of Understanding with Brookings Harbor Garden Club.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BROOKINGS
AND
BROOKINGS HARBOR GARDEN CLUB**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Garden Club (CLUB), an Oregon non-profit corporation.

WHEREAS, CITY owns that certain area known as Bankus Park, inclusive of the Bankus Fountain area and landscaped area along the east side of Chetco Avenue between Ross Road and the driveway access to Ray's Market;

WHEREAS, CLUB currently cares for and maintains that area located on Oregon Department of Transportation property known as the Botanical Garden;

WHEREAS, CLUB has demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, CLUB has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

1.0 CLUB OBLIGATIONS

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance for Quad area in front of Council Chambers at Brookings City Hall, Bankus Fountain area park and the landscaped area along the east side of Chetco Avenue between Ross Road and the driveway access to Ray's Market.
- 1.02. Manage planted areas by dividing existing and/or installing new plants as determined by CLUB.
- 1.03. Perform general litter clean-up as needed.
- 1.04. Remove all vegetation debris and haul to a place provided by City.

2.0 CITY OBLIGATIONS

- 2.01. Provide and maintain all irrigation systems and water service.
- 2.02. Mow all grass areas
- 2.03. All maintenance related to the operation of the fountain.
- 2.04. Perform general litter and animal feces clean up in grassy areas.
- 2.05. Coordinate its maintenance activities with those of CLUB.
- 2.06. Provide new plants, fertilizer, mulch, sprays and collection bags

3.0 INSURANCE REQUIREMENTS

CLUB will provide CITY with proof of an insurance policy covering general commercial liability 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.

4.0 STIPENDS

CITY will provide CLUB with an annual stipend of \$3,000 payable in increments of \$1,500 upon execution of this Agreement and \$1500 in January 2013.

5.0 MEETINGS

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

6.0 HOLD HARMLESS CLAUSE

CLUB shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of CLUB or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this ____ day of _____, 2012.

CITY OF BROOKINGS

An Oregon Municipal Corporation

Ron Hedenskog, Mayor

ATTEST:

Joyce Heffington, City Recorder

BROOKINGS HARBOR GARDEN CLUB

An Oregon Non-profit Corporation



Name:

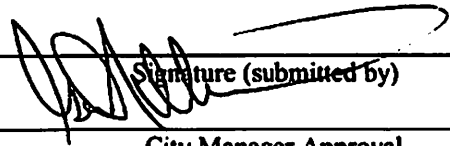
Title: President

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Water Rate Adjustment Request from Southern Curry Cemetery Maintenance District

Recommended Motion: Discussion and direction to staff.

Financial Impact: No specific dollar amount is requested.

Background/Discussion:

The City has received a letter from the Southern Curry Cemetery Maintenance District requesting a reduction in water rates during the summer months.

The District is a government agency with an annual budget of about \$248,000. The District receives property tax revenues of about \$53,000 annually. Other sources of revenue include the sale of burial plots and related materials, and interest earned from an endowed care fund.

The monthly water bill ranges from about \$72 in April to about \$1,600 in September, with the total amount paid annually being about \$5,600, or a little over 2.0 per cent of their total budget. The monthly variation is based upon water use; water is used predominantly for irrigation.

Schools have their irrigation water separately metered. According to the Administrative Services Department, schools were billed \$1,367-2,873 for water use in July-August-September 2011. The City bills itself for water use at the frontage road landscaping, and that billing was \$3,367 in June. Schools do not receive reduced rate.

The Administrative Services Department also reports that the Cemetery District was provided with an exception on its sewer rate at some time in the past; they are currently billed at the single family residential rate. This provides the District with a substantial reduction from the commercial rate. Note that the District is billed at the "in-City" rate as the cemetery office is located within the City Limits, while the dominant water usage is used on the Districts cemetery property located in the adjacent unincorporated area. If billed as an "outside-City" customer, the rate would be double what they are currently paying.

Staff is unable to develop a rationale for providing the Cemetery District with a lower water rate. The Public Works Director has offered to work with the Cemetery District maintenance staff to look at ways to reduce consumption.

Attachment(s):

- a. Letter dated July 16, 2012, from Southern Curry Cemetery Maintenance District.
- b. Southern Curry Cemetery Maintenance District annual budget summary.



Southern Curry Cemetery Maintenance District
W.J. Ward Memorial Cemetery

P.O. Box 1083
Brookings, Oregon 97415
Ph: (541) 469-4826 Fax: (541) 412-7746

July 16, 2012

City Manager's Office
898 Elk Drive
Brookings, OR 97415

Dear Mr. Milliman:

Our Treasurer, Rick Tidwell, contacted you recently, regarding our water bill, here at the W. J. Ward Memorial Cemetery. He was informed that in order to speak before the City of Brookings City Council that we would first have to write a letter to your office.

We would appreciate an appointment with the members of the City Council at an upcoming Council Meeting to discuss our water rates, and to inquire as to the possibility of some type of adjustment on our rates during the heavy watering months of summer.

We realize these are hard times for everyone, but we feel that the condition of the cemetery is a reflection of our fine community. So far, we have been able to keep it green and pleasing to the eye, but if rates continue as they are, whereas our bill during the summer months is over a thousand dollars a month, we may have no other choice than to cut down on watering both the lawns and plantings.

I'm sure you realize that the W. J. Ward Memorial Cemetery is one of the loveliest cemeteries along our coast. We are proud of the accomplishments of the board and the community. Recently we added a Veterans Memorial, which by this time next year, will be in full bloom and a source of pride for us all.

Thank you for your consideration in this matter.

Sincerely,

Rick Tidwell
541-661-0725 cell

**SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT
RESOURCES
GENERAL FUND**

HISTORICAL DATA					DESCRIPTION RESOURCES	BUDGET FOR NEXT YEAR 2012-2013			
ACTUAL			PROPOSED BY BUDGET OFFICER			APPROVED BY BUDGET COMM.	ADOPTED BY GOVERNING BODY		
2nd Preceding Yr 2009-2010	1st Preceding Yr 2010-2011	BUDGET 2011-2012							
					BEGINNING FUND BALANCE:				
1	137,280	101,103	75,000	1	Available Cash on Hand	50,000	50,000	50,000	1
2				2	Net Working Capital (Accrual Basis)				2
3	2,304	2,337	2,000	3	Previously Levied Taxes Estimated to be Received	2,000	4,000	4,000	3
4	513	305	250	4	Interest	125	125	125	4
5	0	0	0	5	Other	0	0	0	5
6				6	OTHER RESOURCES				6
7	50,606	34,812		7	Lots, opening, closing or grave liners				7
8	0	0	6,000	8	Ash Plots Crem (\$850 x 10 = \$ 6,500)	6,500	6,500	6,500	8
9	0	0	12,000	9	Grave Lots (\$1,100 x 6 = \$6,600)	11,000	6,600	6,600	9
10	0	0	6,000	10	Open/Close Lots (\$550 x 10 = \$ 5,500)	5,500	5,500	5,500	10
11	0	0	7,800	11	Grave Liners Lots (\$550 x 7 = \$ 3,850)	5,500	3,850	3,850	11
12	0	0	1,440	12	Grave Liners Crem (\$120 x 5 = \$ 600)	1,200	600	600	12
13	0	0	1,800	13	Open/Close Crem (\$150 x 10 = \$ 1,500)	1,500	1,500	1,500	13
14	0	0	7,200	14	Grave Markers Vases Lots (\$300 x 10 = \$ 3,000)	3,000	3,000	3,000	14
15	0	0	7,200	15	Grave Markers/Vases Crem (\$300 x 10 = \$3,000)	3,000	3,000	3,000	15
16	0	0	7,872	16	Wall Niches (\$825 x 10 = \$8,250)	6,250	6,250	6,250	16
17	0	0	0	17	Monticello Vaults (\$985 x 2 = \$1,980)	2,985	1,980	1,980	17
	0	0	0	18	Concrete Vaults (\$685x 1 = \$685)	2,085	685	685	18
1	50,606	34,812	57,312	19	TOTAL OTHER RESOURCES	48,620	39,485	39,485	19
2				20					20
3				21	MINIMUM TRANSFER TO ENDOWED CARE FUND				21
4				22	Ash Plots \$ 6,500				22
5				23	Lots 6,600				23
6				24	Revenue Base \$ 12,100				24
7				25	x 15%				25
8				26	Minimum Transfer \$ 1,815				26
9				27	(Section 8 Costs)				27
10				28					28
11				29					29
12	190,703	138,557	134,562	30	TOTAL RESOURCES, Except Taxes to be Levied	100,645	93,610	93,610	30
13	XXXXXXXXXXXX	XXXXXXXXXXXX	51,500	31	TAXES NECESSARY TO BALANCE BUDGET	53,000	53,000	53,000	31
14	48,512	48,908	XXXXXXXXXXXX	32	TAXES COLLECTED IN YEAR LEVIED	XXXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXXX	32
15	240,215	187,485	188,062	33	TOTAL RESOURCES	153,645	148,610	148,610	33

**SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT
EXPENDITURE SUMMARY
GENERAL FUND**

	HISTORICAL DATA				EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR 2012-2013			
	ACTUAL		ADOPTED BUDGET 2010-11			PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMM.	ADOPTED BY GOVERNING BODY	
	2nd Preceding	1st Preceding							
	Year 2008-2009	Year 2009-2010							
1	0	0	0	1	PERSONAL SERVICES	0	0	0	1
2				2					2
3				3					3
4				4					4
5	0	0	0	5	TOTAL PERSONAL SERVICES	0	0	0	5
6				6	MATERIALS AND SERVICES				6
7	39,329	44,847	39,500	7	Contracted Services-Grounds	45,672	45,672	45,672	7
8	18,218	29,907	22,000	8	Legal, Accounting, and Auditing	13,500	13,500	13,500	8
9	0	1,456	0	9	Elections	1,600	1,600	1,600	9
10	9,688	10,559	11,400	10	Utilities, Telephone and Internet	14,480	16,480	16,480	10
11	12,850	6,672	12,500	11	Grave Liners, Markers and Vases	11,200	8,000	8,000	11
12	2,695	2,377	2,800	12	Board of Directors	2,600	2,600	2,600	12
13	6,934	8,042	9,450	13	Administration	9,500	9,500	9,500	13
14	89,714	103,860	97,650	14	TOTAL MATERIALS AND SERVICES	98,552	97,352	97,352	14
15				15	CAPITAL OUTLAY				15
16	271	0	1,000	16	Cemetery Equipment (Outside)	0	1,200	1,200	16
17	501	0	0	17	Cemetery Building	2,000	2,000	2,000	17
18	1,995	1,113	1,000	18	Office Equipment (Inside)	0	0	0	18
19	2,831	1,018	2,000	19	Cemetery Grounds (Outside)	3,000	3,000	3,000	19
20	5,398	2,131	4,000	20	TOTAL CAPITAL OUTLAY	5,000	6,200	6,200	20
21				21	TRANSFERRED TO OTHER FUNDS				21
22	4,000	4,000	4,000	22	Endowed Care (Section 8 Cost)	4,000	4,000	-4,000	22
23	40,000	5,000	29,000	23	New Development	0	0	0	23
24	44,000	9,000	33,000	24	TOTAL TRANSFERS	4,000	4,000	4,000	24
25	0	0	10,000	25	GENERAL OPERATING CONTINGENCY	10,000	10,000	10,000	25
26	44,000	9,000	43,000	26	TOTAL TRANSFERS & CONTINGENCY	14,000	14,000	14,000	26
27	139,112	114,991	144,650	27	TOTAL EXPENDITURES	117,552	117,552	117,552	27
28	101,103	72,474	41,412	28	UNAPPROPRIATED ENDING FUND BALANCE	38,093	29,058	29,058	28
29	240,215	187,465	186,062	29	TOTAL	153,645	146,610	146,610	29

**SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT
DETAILED EXPENDITURES
GENERAL FUND**

	HISTORICAL DATA				EXPENDITURE DESCRIPTION	BUDGET FOR NEXT YEAR 2012-2013			
	ACTUAL		ADOPTED BUDGET 2011-12			PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMM.	ADOPTED BY GOVERNING BODY	
	2nd Preceding Year 2009-2010	1st Preceding Year 2010-2011							
1				1	CONTRACTED SERVICES-GROUNDS				1
2	28,435	35,638	19,000	2	Groundskeeping	27,272	27,272	27,272	2
3	3,975	5,405	7,500	3	Open/Close	8,400	8,400	8,400	3
4	6,013	2,791	8,000	4	General Maintenance	5,000	5,000	5,000	4
5	909	1,015	5,000	5	Brushing, Weeding and Landscaping	5,000	5,000	5,000	5
6	39,329	44,847	39,500	6	TOTAL CONTRACTED SERVICES-GROUNDS	45,672	45,672	45,672	6
7				7	LEGAL, ACCOUNTING AND AUDIT				7
8	6,886	4,381	7,000	8	Accounting Services	8,500	8,500	8,500	8
9	0	0	0	9	Audit Services	0	0	0	9
10	11,332	25,546	15,000	10	Legal Services	5,000	5,000	5,000	10
11	18,218	29,907	22,000	11	TOTAL LEGAL, ACCOUNTING AND AUDIT	13,500	13,500	13,500	11
12				12	ELECTIONS				12
13	0	1,456	0	13	Elections	1,600	1,600	1,600	13
14	0	1,456	0	14	TOTAL ELECTIONS	1,600	1,600	1,600	14
15				15	UTILITIES, TELEPHONE AND INSURANCE				15
16	7,682	8,403	9,000	16	Utilities	12,000	14,000	14,000	16
17	1,248	1,242	1,400	17	Telephone	1,400	1,400	1,400	17
18	780	914	1,000	18	Internet	1,080	1,080	1,080	18
19	9,688	10,559	11,400	19	TOTAL UTILITIES, TELEPHONE AND INSURANCE	14,480	16,480	16,480	19
20				20	GRAVE LINERS, MARKERS AND VASES				20
21	7,429	0	6,000	21	Grave Liners and Vaults	6,000	4,000	4,000	21
22	5,421	6,672	6,500	22	Grave Markers/Vases	5,200	4,000	4,000	22
23	12,850	6,672	12,500	23	TOTAL GRAVE LINERS, MARKERS AND VASES	11,200	8,000	8,000	23
24				24	BOARD OF DIRECTORS (Section II Costs)				24
25	1,800	1,500	1,800	25	Board Meetings	1,800	1,800	1,800	25
26	0	0	0	26	Board Training	0	0	0	26
27	895	877	1,000	27	Board Mileage/Travel	800	800	800	27
28	2,695	2,377	2,800	28	TOTAL BOARD OF DIRECTORS	2,600	2,600	2,600	28
29				29	ADMINISTRATION				29
30	361	476	500	30	License / Fees / Dues	500	500	500	30
31	692	1,115	1,200	31	Office Supplies	1,000	1,000	1,000	31
32	611	600	900	32	Publications & Printing	800	800	800	32
33	90	96	100	33	Bank Charges	100	100	100	33
34	0	174	0	34	Miscellaneous	0	0	0	34
35	306	385	750	35	Volunteer Recognition	800	800	800	35
36	108	370	1,000	36	Contract Secretary	1,000	1,000	1,000	36
37	1,044	1,075	1,000	37	Security	600	600	600	37
38	3,722	3,771	4,000	38	Insurance	4,200	4,200	4,200	38
	0	0	0	39	Building Maintenance	500	500	500	39
39	6,934	8,042	9,450	41	TOTAL ADMINISTRATION	9,500	9,500	9,500	40
40	89,714	103,880	97,850	42	TOTAL EXPENDITURES	98,552	97,352	97,352	41
41				43					42
42	89,714	103,880	97,850	44	TOTAL	98,552	97,352	97,352	43

**SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT
SPECIAL FUND
RESOURCES AND REQUIREMENTS
ENDOWED CARE FUND**

	HISTORICAL DATA				DESCRIPTION RESOURCES AND REQUIREMENTS	BUDGET FOR NEXT YEAR 2012-2013			
	ACTUAL		ADOPTED			PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMM.	ADOPTED BY GOVERNING BODY	
	2nd Preceding	1st Preceding	BUDGET						
	Year 2009-2010	Year 2010-2011	2011-12						
					RESOURCES				
					BEGINNING FUND BALANCE:				
1	89,542	88,562	89,000	1	Cash on Hand (Cash Basis),	65,000	65,000	65,000	1
2				2	Working Capital (Accrual Basis)				2
3				3	Previously Levied Taxes Est to be Received				3
4	781	555	400	4	Interest	200	200	200	4
5				5	Transferred from Other Funds:				5
6	4,000	4,000	4,000	6	General Fund	4,000	4,000	4,000	6
7	0	0	0	7	New Development Fund	0	0	0	7
8	4,000	4,000	4,000	8	Total Transferred from Other Funds	4,000	4,000	4,000	8
9				9					9
10				10					10
11	94,323	93,117	93,400	11	Total Resources, Except Taxes to be Levied	69,200	69,200	69,200	11
12	0	0	0	12	Taxes Necessary to Balance	0	0	0	12
13	0	0	0	13	Taxes Collected in Year Levied	0	0	0	13
14	94,323	93,117	93,400	14	TOTAL RESOURCES	69,200	69,200	69,200	14
15				15	REQUIREMENTS				15
16				16	MATERIALS AND SERVICES				16
17	0	0	18,000	17	Contracted Services (Grounds Maintenance)	10,000	10,000	10,000	17
18	5,762	4,362	7,000	18	Accounting Services	7,500	7,500	7,500	18
19	5,762	4,362	26,000	19	TOTAL MATERIALS AND SERVICES	17,500	17,500	17,500	19
20				20					20
21				21	CAPITAL OUTLAY				21
22	0	0	0	22	Cemetery Equipment (Outside)	0	0	0	22
23	0	0	0	23	Office Equipment (Inside)	0	0	0	23
24	0	0	0	24	TOTAL CAPITAL OUTLAY	0	0	0	24
25				25					25
26				26	TRANSFERRED TO OTHER FUNDS				26
27	0	0	0	27	New Section Development Fund	0	0	0	27
28				28					28
29	5,762	4,362	26,000	29	TOTAL EXPENDITURES	17,500	17,500	17,500	29
30				30					30
31	88,561	88,755	67,400	31	UNAPPROPRIATED ENDING FUND BALANCE	51,700	51,700	51,700	31
32	94,323	93,117	93,400	32	TOTAL REQUIREMENTS	69,200	69,200	69,200	32

**SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT
SPECIAL FUND
RESOURCES AND REQUIREMENTS
NEW DEVELOPMENT FUND**

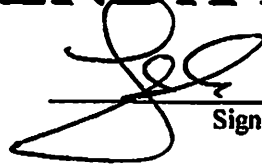
	HISTORICAL DATA				DESCRIPTION RESOURCES AND REQUIREMENTS	BUDGET FOR NEXT YEAR 2012-2013			
	ACTUAL		ADOPTED BUDGET 2011-12			PROPOSED BY BUDGET OFFICER	APPROVED BY BUDGET COMM.	ADOPTED BY GOVERNING BODY	
	2nd Preceding	1st Preceding							
	Year 2009-2010	Year 2010-2011							
					RESOURCES				
					BEGINNING FUND BALANCE:				
1	5,530	622	5,600	1	Cash on Hand (Cash Basis), or	33,000	33,000	33,000	1
2				2	Working Capital (Accrual Basis)				2
3				3	Previously levied Taxes Est to be Received	0	0	0	3
4	117	65	0	4	Interest	15	15	15	4
5				5	Transferred from Other Funds				5
6	40,000	5,000	29,000	6	General Fund	0	0	0	6
7	0	0		7	Endowed Care Fund	0	0	0	7
8	40,000	5,000	29,000	8	Total Transferred from Other Funds	0	0	0	8
9	45,647	5,687	34,600	9	Total Resources, Except Taxes to be Levied	33,015	33,015	33,015	9
10				10	Taxes Necessary to Balance				10
11				11	Taxes Collected in Year Levied				11
12	45,647	5,687	34,600	12	TOTAL RESOURCES	33,015	33,015	33,015	12
13				13	REQUIREMENTS				13
14				14	CAPITAL OUTLAY				14
15	13,406	0	0	15	Grounds	0	0	0	15
16	0	0	0	16	Paving	0	0	0	16
17	0	0	0	17	Building	0	0	0	17
18	31,619	0	29,000	18	South Retaining Wall	33,015	23,015	23,015	18
19	0	0	0	19	5th Addition Block 2	0	0	0	19
20	0	0	0	20	Cistern	0	10,000	10,000	20
21				21					21
22	45,025	0	29,000	22	TOTAL CAPITAL OUTLAY	33,015	33,015	33,015	22
23				23					23
24				24	TRANSFERRED TO OTHER FUNDS				24
25	0	0	0	25	Endowed Care Fund	0	0	0	25
26				26					26
27	45,025	0	29,000	27	TOTAL EXPENDITURES	33,015	33,015	33,015	27
28				28					28
29				29					29
30	622	5,687	5,600	30	UNAPPROPRATED ENDING FUND BALANCE	0	0	0	30
31	45,647	5,687	34,600	31	TOTAL REQUIREMENTS	33,015	33,015	33,015	31

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 8/13/12

Originating Dept: Public Works



Signature (submitted by)

City Manager Approval

Subject: Bud Cross Park – Access Ramp Improvements

Recommended Motion: A motion to award a contract to McLennan Excavation Inc. as the lowest responsive bidder in the amount of \$117,000 for construction of the Bud Cross Park Access Ramp Improvement Project and authorize additional contingency not to exceed \$44,380 for continued sidewalk improvements along Third Street.

Financial Impact: All right of way improvements will be funded from the annual ODOT fund exchange small cities allocation grant not to exceed \$140,000. This includes the base bid of \$95,620 for the access ramp and \$44,380 of additional contingency sidewalk. Extension of the ramp beyond the right of way to the Skate Park is identified on the plan as Additive Alternate 2 totaling \$21,380 and will be funded from the Parks System Development Fund. The Engineers estimate was \$122,600.

Background/Discussion: The 2011 Parks Master Plan identifies ADA accessibility into Bud Cross Park as a major concern. This project addresses this concern as well as kicks off a series of other projects slated for construction over the course of twelve to eighteen months. Future projects at Bud Cross Park, funded through the Parks Systems Development Charge Fund, to include ADA paths from the new ramp and existing parking areas into a day use picnic area between the two newly reconditioned ball fields. The ball fields were recently reconditioned as a joint project of Brookings Harbor Little League and the City Public Works Department, with volunteers contributing the great majority of the work combined with donations of labor and materials. The Public will benefit from these projects as Bud Cross Park, one of three Community Parks in our inventory, will have a new day use area as well as ADA compliant accessibility.

A majority of funding for this project is from an annual ODOT fund exchange grant recently executed by Council at the June 27, 2012 City Council meeting. The \$140,000 is an accumulation of two years of ODOT grant allocations.

Policy Considerations: None

Attachment(s):

- a. Recommendation Letter from Dyer Partnership
- b. Tabulation of Bid
- c. ADA Ramp Site Plan
- d. Bud Cross Park Master Plan Design



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

August 2, 2012

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

RE: Bud Cross - Access Ramp Improvements
Project No. 145.00A

Dear Gary:

This letter is to recommend action by the City in response to bids received on August 1, 2012 for the above referenced project. We received three bids ranging from \$117,000 to \$138,339.20. The Engineer's Estimate was \$122,600.00. Please see attached summary of bids.

We recommend that the City take the following action:

1. Accept all bids.
2. Award a contract to McLennan Excavation, Inc., the lowest responsive bidder in the amount of \$117,000, contingent upon no protest being received during the Notice of Intent to Award Protest Period.

It is our opinion that McLennan Excavation, Inc. has sufficient experience and qualifications to satisfactorily construct the project.

Assuming the Council concurs with our recommendation, we have enclosed three copies of the Notice of Award. A representative for the City needs to sign all three copies after which they should be returned to our office. (*Please do not date the Notice of Award.*) We will date the Award following the Protest Period. Contracts and Performance Bonds will then be forwarded to McLennan Excavation, Inc. for their signature.

Sincerely,

**The Dyer Partnership
Engineers & Planners, Inc.**



Michael W. Erickson, P.E.
Project Manager

TABULATION OF BIDS

Bud Cross - Access Ramp Improvements
City of Brookings
Project No. 145.00A

Date: August 1, 2012
 Bids Received: 2 p.m.
The Dyer Partnership Engineers & Planners, Inc.

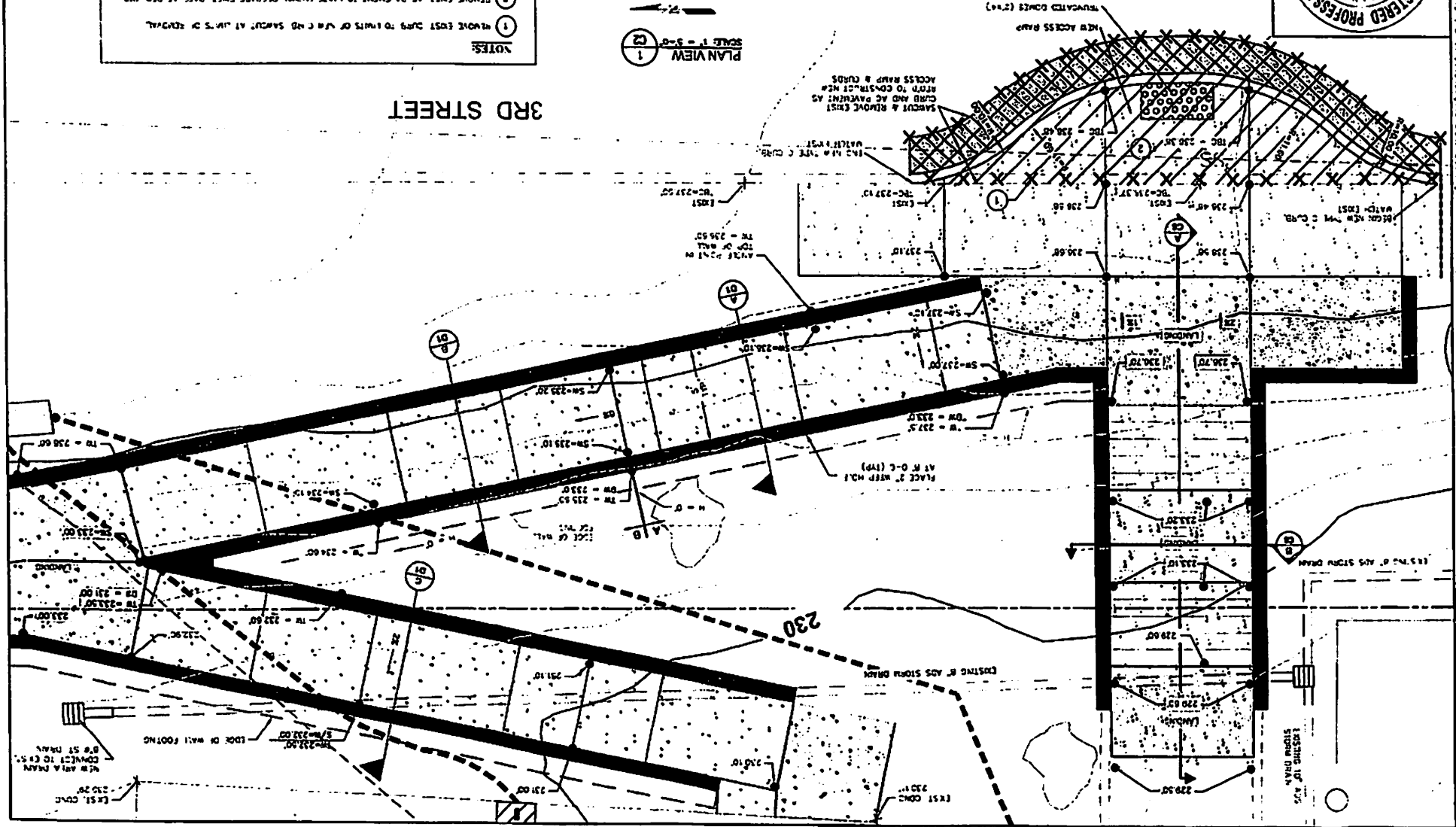
<u>Name of Bidder</u>	<u>BASIC BID</u>	<u>ADDITIVE ALTERNATE 1</u>	<u>ADDITIVE ALTERNATE 2</u>	<u>TOTAL</u>	<u>Comments</u>
McLennan Excavation, Inc.	\$71,260.00	\$24,360.00	\$21,380.00	\$117,000.00	
Taylor Site Development, Inc.	\$79,950.00	\$24,940.00	\$21,080.00	\$125,970.00	
Bodman Construction, Inc.	\$100,572.90	\$18,413.60	\$19,352.70	\$138,339.20	

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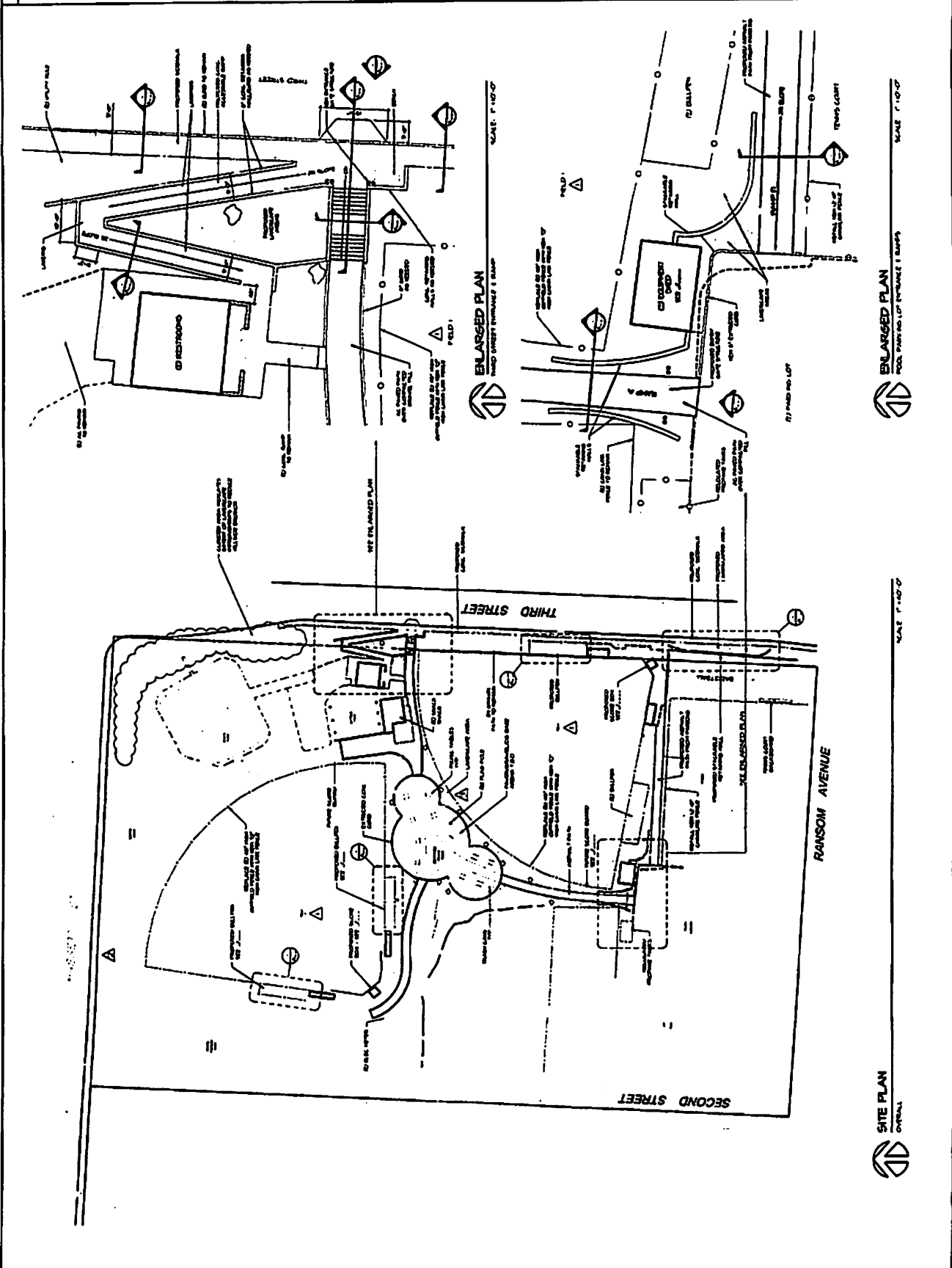
NOTES

(1) MONTHS 1952 TO: 60% OF SIMILAR TO 1950 AND 1951
THROUGH 1952 AND 1953

(2) MONTHS 1952 TO: 60% OF SIMILAR TO 1950 AND 1951
THROUGH 1952 AND 1953



<p>GENERAL NOTES:</p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL CONCRETE SHALL BE 3000 PSI.</p> <p>3. ALL FINISHES SHALL BE AS NOTED.</p>	<p>BARON DESIGNS</p> <p>ARCHITECT, ENGINEER, LANDSCAPE ARCHITECT</p> <p>1000 PINE STREET, SUITE 200</p> <p>PHILADELPHIA, PA 19107</p>	<p>C.O.B.</p> <p>CITY OF PHILADELPHIA</p> <p>1000 PINE STREET, SUITE 200</p> <p>PHILADELPHIA, PA 19107</p>	<p>SITE PLAN</p>	<p>DATE: 01/10/07</p> <p>BY: [Signature]</p> <p>PROJECT: 0001</p>
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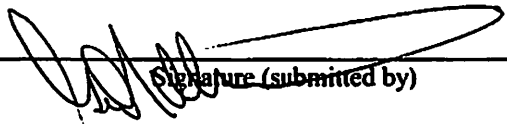


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Brookings Healthy Communities Vision Council

Recommended Motion:

Staff is seeking policy direction as to whether the City Council desires the City to participate in this project and, if so, whether City representation would be from the Council, a Commissioner (i.e. Planning Commissioner), staff or multiple representatives.


Financial Impact: None

Background/Discussion:

At its August 6 workshop, the City Council heard a presentation by Annette Klinefelter concerning the Curry Healthy Communities project and the formation of Healthy Communities Vision Councils in each of the three City-centric regions of the County. Klinefelter specifically requested participation in the Brookings Vision Council by one or more representatives of the City.

Attachment(s):

- a. Power point presentation from August 6 workshop.




Brookings Vision Council

Curry HEALTHY Communities

August 6, 2012

A project of Curry County Public Health



Curry Healthy Communities Vision Councils

- Composed of 5 - 20 community leaders and members in each community
- Meeting on a monthly basis, the Vision Councils have been engaged in each assessment phase of the MAPP process
- Vision Councils serve as a bridge between the health department and broader population

Port Orford Vision Council

- City Leadership
- Local Social Service Organizations
- Community members

Gold Beach Vision Council

- Local Social Service Organizations
- Community members

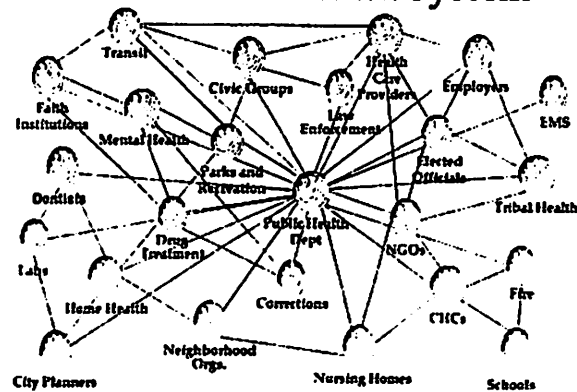
Brookings Vision Council

- Local businesses
- Local social service organizations
- School board and parents
- Community members

Vision Statement:

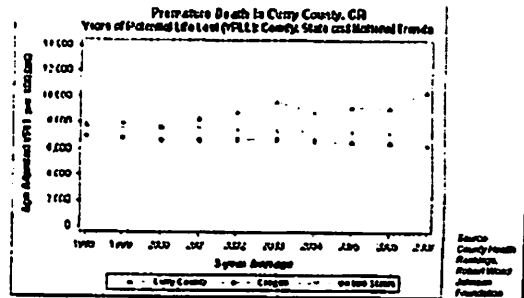
Our vision for Brookings is a vibrant and welcoming community for people of all ages to live, learn, work, and play by 2020.

Local Public Health System

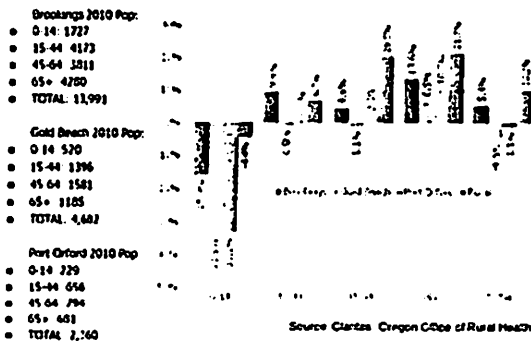


Key Learnings

Community Health Status Assessment



Percent Change by Age Breakdown (2000-2010)



Leading Causes of Death (2005-2009): Crude Death Rates per 100,000

	Brookings	Gold Beach	Port Orford	Curry County	Oregon
Cancer	480.1	397.7	436.3	485.1	491.4
Heart Disease	301.0	445.8	381.8	397.6	369.4
Cerebrovascular Disease (Stroke)	99.3	87.4	61.1	61.3	51.3
Chronic Lower Respiratory Disease	96.3	107.3	104.7	101.5	48.8
Unintended Injuries	61.3	39.3	95.9	63.6	41.0
Alzheimer's	67.1	21.0	14.0	52.3	32.0
Diabetes	41.0	78.7	61.1	54.3	28.4
HIV and Pneumonia	10.3	13.1	17.4	24.7	15.5
Suicide	15.0	21.0	69.8	15.1	15.3
Alcohol Induced	20.4	30.6	52.3	25.6	13.8

Source: Oregon Department of Health Services and Oregon Office of Rural Health

911 responses-Brookings-Harbor

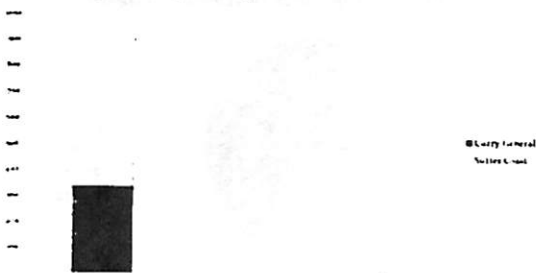


Source: Cal-OR Life Flight November 2010-2011

Curry Medical Center Eligibility



Emergency Dep. Distribution



Curry County Youth Measures (2010 Survey)

23% of 8th grade students and 42% of 11th grade students report having consumed alcohol in the past 30 days

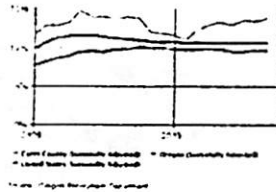
12% of 8th grade students and 25% of 11th grade students report having used marijuana in the past 30 days

10% of 8th grade students and 28% of 11th grade students report binge drinking (5 or more drinks) in the past 30 days

10% of 8th grade students and 6% of 11th grade students report having attempted suicide in the past year

Unemployment Rates (2009-2010)

Unemployment Rates



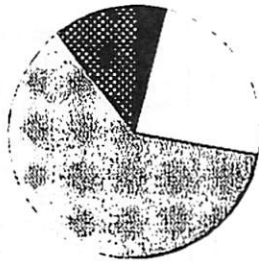
- High unemployment rates reflect a less diversified economic base and vulnerability to economic fluctuations. Beyond the obvious financial burden of unemployment, people without jobs have even greater difficulty accessing health care because of lack of insurance or other means to pay.

Source: Oregon Employment Dept @ www.oregon.gov

Community Health Survey

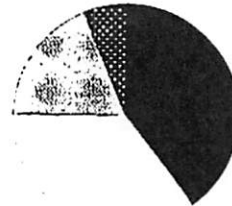
- Began collecting surveys in May at community events, civic groups, schools, clinics, and various other locations throughout the community
- Over 500 responses collected to date
- Continuing to collect responses until end of July

How would you rate the overall health of the community?

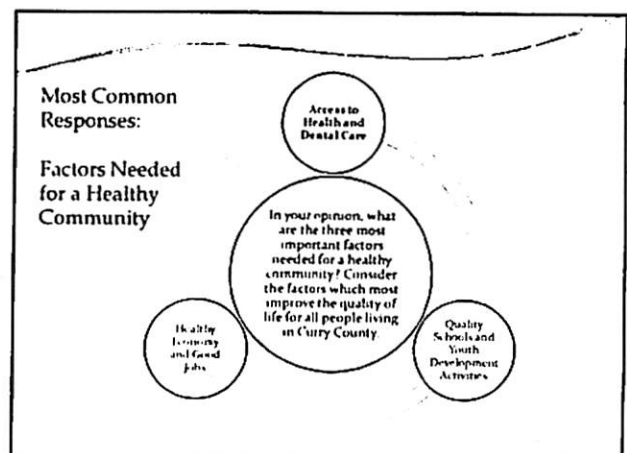
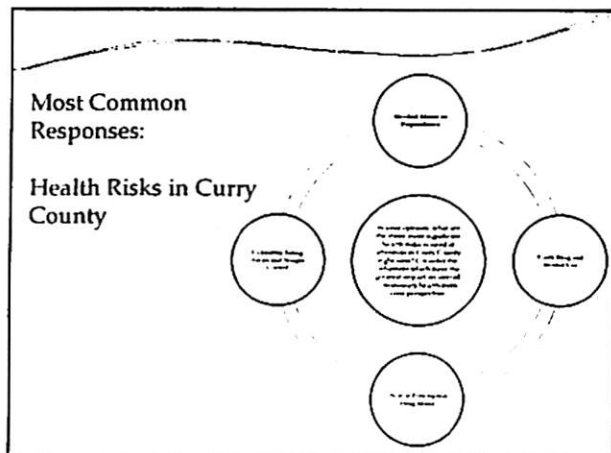
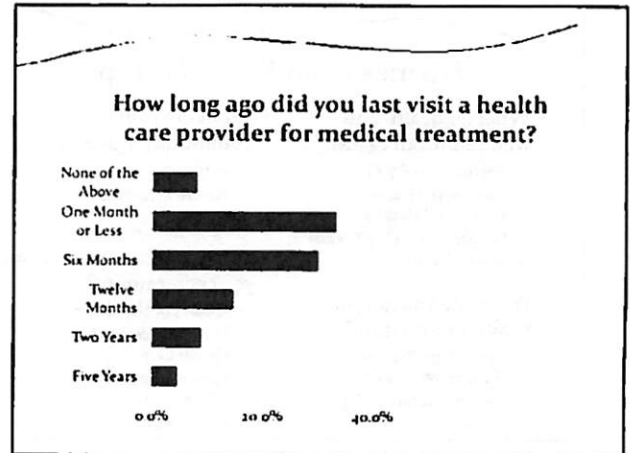
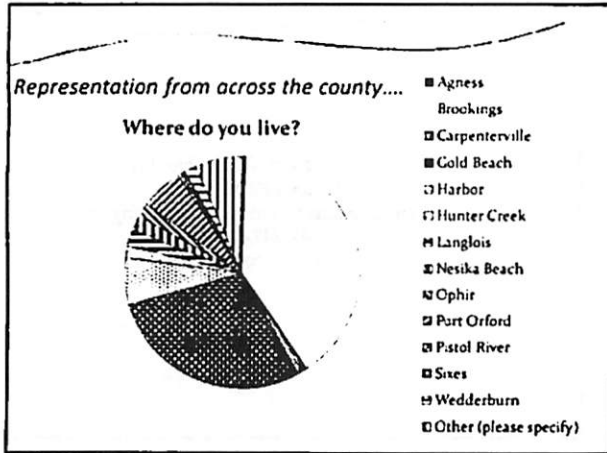


- Excellent / Very Healthy
- Good / Healthy
- Fair / Somewhat Healthy
- Poor / Unhealthy

Do you have a network of support (neighbors, support group, faith community, etc.) during times of stress and need?



- All of the Time
- Most of the Time
- Occasionally
- Not at All



Themes from Focus Groups

- What do health and wellness mean to you?
 - Physical Activity / Fitness
 - Happiness / Positivity (Emotional Health)
 - Support of Family / Friends
 - Mental Health
- Where do you get your health information?
 - Health Care Professionals (Counselors, Physicians, etc.)
 - Parents / Authority Figures
 - School
- What are your community's greatest strengths?
 - Nature / Outdoors
 - Supportive
- What are the top issues for your community?
 - Quality of Healthcare
 - Limited Access to Supplies / Health Care
 - Excessive Substance Use / Abuse
 - Shortage of Jobs

Curry County Public Health
 Annette Klinefelter
 Planning and Development Manager
 541-247-3230
 Klinefeltera@co.curry.or.us

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Tourism Promotion Advisory Committee

Recommended Motion:

Motion to create a five-member Tourism Promotion Advisory Committee to work with the City staff and contract service providers in the development and implementation of a tourism promotion program, and to report back to the City Council on the effectiveness of said program.

Background/Discussion:

The City Council has discussed various options for the performing the tourism promotion function since the expiration of the agreement with the Brookings Chamber of Commerce. The Council has expressed support for the formation of an advisory committee to work with City staff and any contract service providers that the City may retain in developing and monitoring a tourism promotion program. The City Council is continuing to explore options for providing services. Staff recommends the appointment of a Tourism Promotion Advisory Committee to work with the staff in developing and implementing said program.

Staff further recommends that the Tourism Promotions Committee consist of five members including:

- The City Manager.
- Two representatives of the lodging industry within the City.
- One representative of the food and beverage industry within the City.
- One representative of the general retail business community within the City.

This Committee would be informal at this time, but may be enacted into the Brookings Municipal Code at a later date. The initial term of the Committee members would be from date of appointment 1, 2012 to June 30, 2013. All meetings of the Committee would be held in accordance with public meeting laws.

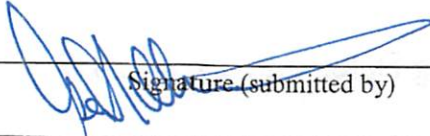
If approved, staff will issue an announcement inviting applications for appointment to the Committee.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution 12-R-992 Authorizing the Mayor to Execute a Co-Applicant Agreement with Curry County for Brookings Airport Infrastructure Project

Recommended Motion:

Motion to adopt Resolution 12-R-992

Financial Impact:

If the grant is approved, City would receive \$1,752,110 in federal grant funds. The City would be required to pay the difference between the actual cost of construction and the grant amount; this difference is expected to be between \$800,000 and \$1.1 million.

Background/Discussion:

The City's Water Master Plan calls for the construction of a 750,000 gallon water storage reservoir in the vicinity of the Airport to improve water service to the area. A 2011 study by the City Engineer evaluated several alternatives for providing water and sewer service to the Airport and the adjoining 14.3-acre County property. The preferred alternative called for the construction of a 1.0 million gallon reservoir on South Coast Lumber Company land just north of the Airport support by a main extension, and the construction of sewer system improvements to the 14.3 acres site. The estimated cost of this project is \$2,936,850.

The City applied for grant funding through the U.S. Department of Commerce, Economic Development Administration to fund a portion of the cost of this project. EDA has reviewed the City's application and has confirmed preliminary approval for a grant award of \$1,752,110. The City would be required to provide a match equal to the amount needed in excess of the \$1,752,110 and the actual cost of the project. Curry County has no funds available. The City's match could come from a combination of sewer and water SDC's, and General Fund revenues. Note that the cost estimate includes a \$266,500 contingency and \$40,000 for land acquisition, neither of which may be needed. If the amounts contained in the project budget for contingency and land acquisition are not used, and the project construction comes in at the engineer's estimate, the local match would be \$878,240.

To finalize approval of the grant, EDA is requiring that the City and the County adopt Resolutions and execute an agreement whereby the City and County are co-applicants. This is because the County is the property owner of the airport and an adjacent 14.3 acres parcel.

If the project receives final grant approval, the City would have three years within which to construct the project. During this period, and before construction commences, the City and

County should address issues such as the long-term ownership and management of the airport, and annexation of the airport into the City Limits.

As noted above, Curry County is the owner of the Brookings Airport. There is no airport management or maintenance staff. Administration of the airport is assigned to one of the Commissioners.

The County contracted for the development of a Brookings Airport Master Plan in 2004. Attached is a visual depiction of that plan, which calls for construction of additional hangers, runway and navigation improvements. Some of these improvements have been funded by the Federal Aviation Administration (FAA).

The County currently owns 14.3 acres immediately adjacent and to the north of the Airport. The County property is reasonably level and is considered to have good development potential.

The City currently provides water service to the Airport through a one-inch service connection at the end of a four-inch main. There is insufficient water pressure or flow to accommodate additional development at the Airport, and the existing service is insufficient to provide fire protection. The Airport sewer system is on-site, which is also a severe development constraint.

The City could take further advantage of low market interest rates (the City just refinanced a \$9,880,000 debt at 2.5 per cent interest with a 10 year term), to provide for the match. Other funds available include \$400,000 in current loan proceeds that will not be needed for sewer plant slope stabilization if the City receives FEMA grant funding for this project (considered highly likely) and water SDC's (current fund balance \$750,000). Some other water capital projects would need to be deferred for at least three years. The City could also use General Fund revenue to help fund the match as an economic development project. Urban Renewal funding cannot be used as the project is not in the Urban Renewal Area.

Staff believes that the Brookings Airport and adjacent properties are an untapped economic development resource. EDA regional staff has concurred with City staff in this matter. The availability of water and sewer to these properties greatly enhances their development potential...and their value. The 14.3-acre County-owned site could be made available for light industrial development, with convenient air shipping service next door. Additional airport-dependent uses could be developed on the Airport itself. For example, Cal Ore Life Flight is interested in developing an air ambulance training facility at the Airport that would create up to 12 jobs.

The Brookings Airport Infrastructure Project is the only Oregon project selected for funding under the EDA Economic Adjustment Assistance Program.

Attachment(s):

- a. Resolution 12-R-992
- b. Co-Applicant Agreement
- c. Airport Master Plan map
- d. Project Summary
- e. Cal Ore Life Flight Letter
- f. Water improvements map
- g. Sewer improvements map

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 12-R-992

A RESOLUTION OF THE CITY OF BROOKINGS (CITY) AUTHORIZING THE MAYOR TO EXECUTE THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION BROOKINGS AIRPORT INFRASTRUCTURE PROJECT CO-APPLICANT AGREEMENT BY AND BETWEEN CITY AND THE COUNTY OF OREGON (COUNTY); AND TO DESIGNATE THE CITY MANAGER AS THE RECIPIENT CONTACT.

WHEREAS, CITY has applied for grant funding through the U.S. Economic Development Administration (EDA) to construct water and sewer system improvements that would serve the Brookings Airport and adjoining property owned by Curry County; and

WHEREAS, COUNTY owns and operates the Brookings Airport; and

WHEREAS, CITY owns and operates the municipal water and sewer systems that are proposed for expansion to serve said Airport; and

WHEREAS, CITY and COUNTY have agreed to enter into an agreement as set forth in the attached U.S. Economic Development Administration Brookings Airport Infrastructure Project Co-Applicant Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brookings, Oregon, that the Mayor is hereby authorized to execute the attached agreement on behalf of the City.

BE IT THEREFORE FURTHER RESOLVED, that the the CITY hereby designates the City Manager as the Recipient Contact for this grant.

Passed by the City Council _____, 2012 and made effective _____.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION
BROOKINGS AIRPORT INFRASTRUCTURE PROJECT
CO-APPLICANT AGREEMENT

This Agreement is entered into by and between the City of Brookings (CITY) and the County of Curry (COUNTY) for the purpose of establishing the relationship among the parties as co-applicants seeking assistance through the U.S. Economic Development Administration.

WHEREAS, CITY has applied for grant funding through the U.S. Economic Development Administration (EDA) to construct water and sewer system improvements that would serve the Brookings Airport and adjoining property owned by Curry County; and

WHEREAS, COUNTY owns and operates the Brookings Airport; and

WHEREAS, CITY owns and operates the municipal water and sewer systems that are proposed for expansion to serve said Airport;

NOW, THEREFORE, CITY and COUNTY agree that the Brookings Airport Infrastructure Project as described in the application of CITY submitted to EDA, will be owned, operated and maintained by CITY for the useful life of the water and sewer lines, water storage reservoir, pump stations and other appurtenances.

THE PARTIES AGREE TO ADHERE TO:

1. The requirements set forth in the EDA application forms and all applicable exhibits to said forms.
2. The Award documents which include:
 - a. The Financial Assistance Award
 - b. The ED-508 Budget accompanying the award
 - c. The Special Awards Conditions
 - d. The Standard Terms and Conditions (Construction Projects) for Public Works and Development Facilities and Economic Adjustment Assistance, amended December 13, 2007
 - e. The EDA Publication, Summary of EDA Construction Standard, amended December 3, 2010, which is sent to recipients by Project Engineer after EDA receives an executed Financial Assistance Award.
3. The provisions of the United States Statutes codified in the United States Code and EDA regulations, codified in the Code of Federal Regulations (CFR), and Federal Register announcements, and OMB Circulars applicable to EDA Public Works projects.

THE PARTIES UNDERSTAND:

That they will be bound by the application forms and award documents that they execute and the applicable statutes and regulations as provided in the Agreement, and that all parties to the Agreement agree to each submit the following application materials with original signatures:

1. SF-424, first 4 pages of the application
2. Assurances – Construction Programs (2 pages)
3. EDA Construction Investments Additional Assurances
4. Certification Regarding Lobbying, Form CD-511
5. Disclosure of Lobbying Activities (for EDA project) only if lobbying for project is done.
6. Exhibit "A," Applicant Certification Clause included with Environmental Narrative.

THE PARTIES AGREE THAT THE RESPONSIBILITIES OF THE RESPECTIVE PARTIES IN THE ADMINISTRATION OF THE EDA GRANT SHALL BE AS FOLLOWS:

CITY shall be the party:

1. Responsible for filing EDA project reports
2. Designated to receive and distribute grant funds and file EDA financial reports
3. Responsible for bidding, award and management of the construction contract(s).

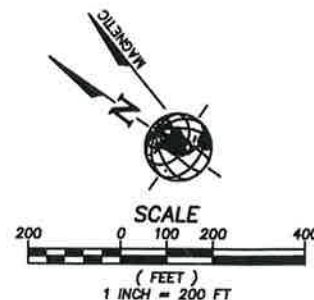
AUTHORIZED REPRESENTATIVES:

For CITY:

Ron Hedenskog
Mayor, City of Brookings City Council
Date: _____

For COUNTY:

David Itzen
Chair, Curry County Board of Commissioners
Date: _____



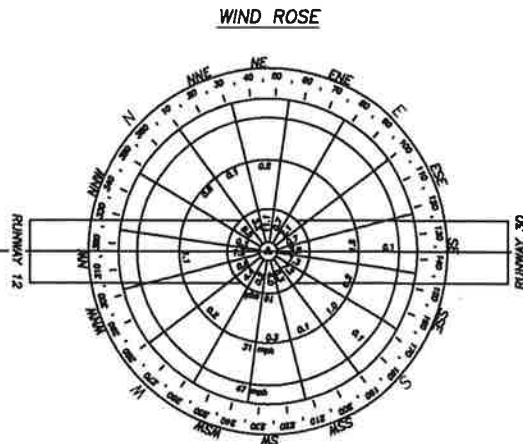
DATUM:
VERTICAL: NAVD 88
HORIZONTAL: NAD 83

EXISTING/FUTURE RPZ -
250'X1000'X450'
SMALL AIRCRAFT EXCLUSIVELY
VISUAL WITH VIS MIN ≥ 1 MILE

WIND COVERAGE - 12 MPH

RUNWAY	12 - 30	91.6%
RUNWAY END	12	58.8%
	30	67.4%

*COVERAGES INCLUDE CALMS



$\Delta = 34.6\%$ CALM 0-3 MPH

WIND DATA IS COMPILED FROM 15,344 OBSERVATIONS TAKEN BY THE U.S. WEATHER BUREAU JANUARY 1937 THROUGH DECEMBER 1942.

"THE PREPARATION OF THESE DOCUMENTS MAY HAVE BEEN SUPPORTED, IN PART THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) UNDER NUMBER 3-14100-13) AS PROVIDED UNDER TITLE 49, UNITED STATES CODE, SECTION 47104. THE CONTENTS OF THIS DOCUMENT DO NOT REFLECT THE OFFICIAL POSITION OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS."

AIRPORT SPONSOR:

Signature _____

Title _____ Date _____

FEDERAL AVIATION ADMINISTRATION:

Signature _____

Title _____ Date _____

Approval letter dated _____

NOTES:

1. ELEVATIONS AND TOPOGRAPHIC DATA ARE TAKEN FROM 1980 LAYOUT PLAN AND ORIGINAL CONSTRUCTION DRAWINGS, THEN MODIFIED TO NAVD 88 DATUM.
2. PROPERTY LINE AND EASEMENTS ARE AS SHOWN ON EXHIBIT "A", REVISED 1-9-90.
3. NO OFZ OBJECT PENETRATIONS.
4. THE BUILDING RESTRICTION LINE REPRESENTS THE MINIMUM OFZ FROM RULY CENTERLINE TO FACE OF BUILDING FOR A 17 FOOT TALL BUILDING TO CLEAR THE PART 77 7:1 TRANSITIONAL SURFACE.

BUILDINGS/FACILITIES	EXISTING	FUTURE	REMOVE
TERMINAL/ADMIN. BUILDING	①		
PRIVATE HANGAR	②	⑧	
HOUSE TRAILER			③
FUEL	④		
ROTATING BEACON	⑤		
WIND CONE	⑥		
LIGHTING SYSTEM BUILDING	⑦		
SUPPLEMENTAL WIND CONE	⑧		
AWOS	⑩		
MAINTENANCE BUILDING		⑪	
CIVIL AIR PATROL BUILDING		⑫	

AIRPORT DATA	EXISTING	FUTURE
AIRPORT ELEVATION (NAVD 88)	462'	SAME
AIRPORT REFERENCE POINT (ARP)	N 42° 04' 28.4" W 124° 17' 24.338"	SAME
MEAN DAILY MAXIMUM TEMPERATURE	65.7°F	SAME
AIRPORT REFERENCE CODE	B-1 (SMALL)	SAME
NPAS ROLE	GA	SAME
TAXIWAY LIGHTING	REFLECTORS	MITL
TAXIWAY MARKINGS	CENTERLINE	SAME

RUNWAY DATA		R/W 12		R/W 30	
		EXISTING	FUTURE	EXISTING	FUTURE
ARC		B-1 (SMALL)	SAME	B-1 (SMALL)	SAME
CRITICAL AIRCRAFT		CESSNA 340	CESSNA 402	CESSNA 340	CESSNA 402
RUNWAY DIMENSIONS (L/W)		2900' x 80'	SAME	2900' x 60'	SAME
PAYEMENT TYPE		ASPHALT CONCRETE	SAME	ASPHALT CONCRETE	SAME
PAVEMENT DESIGN STRENGTH		5-12,500LBS	SAME	5-12,500LBS	SAME
RUNWAY LIGHTING		MIRL	SAME	MIRL	SAME
RUNWAY MARKING		BASIC	SAME	BASIC	SAME
EFFECTIVE GRADIENT (%)		.897	SAME	.897	SAME
VISUAL APPROACH AIDS		PAPI-2	SAME	NONE	PAPI-2, GPS
INSTRUMENTAL APPROACH AIDS		NONE	SAME	NONE	SAME
RSA DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)		120'/240'	SAME	120'/240'	SAME
OFA DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)		250'/240'	SAME	250'/240'	SAME
OFZ DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)		250'/200'	SAME	250'/200'	SAME
RUNWAY END COORDINATES NAD 83		N 42° 04' 37.74" W 124° 17' 34.95"	SAME	N 42° 04' 16.98" W 124° 17' 14.39"	SAME
APPROACH SLOPES	FAR PART77	20:1	SAME	20:1	SAME
	ACTUAL	24:1	SAME	29:1	SAME
THRESHOLD DISPLACEMENT		NONE	SAME	NONE	SAME
THRESHOLD RELOCATION		240'	SAME	240'	SAME
DECLARED DISTANCES	TORA	2900'	SAME	2900'	SAME
	TODA	2900'	SAME	2900'	SAME
	ASDA	2900'	SAME	2900'	SAME
	LDA	2900'	SAME	2900'	SAME

LEGEND	EXISTING	FUTURE
AIRFIELD PAVEMENT		
ROADWAY PAVEMENT		
PAVEMENT CONSTRUCTION STAGE 1		
PAVEMENT CONSTRUCTION STAGE 2		
PAVEMENT CONSTRUCTION STAGE 3		
TAXIWAY HOLDLINE		
PAVEMENT REMOVED		
BUILDINGS		
BUILDING CONSTRUCTION STAGE 1		
BUILDING CONSTRUCTION STAGE 2		
BUILDING CONSTRUCTION STAGE 3		
SURPLUS PROPERTY LINE		
PROPERTY LINE		
BUILDING RESTRICTION LINE (SEE NOTE 4)		
R/W OBJECT FREE AREA		
R/W SAFETY AREA		
R/W OBJECT FREE ZONE		
RUNWAY PROTECTION ZONE		
TOPOGRAPHIC CONTOUR		
RUNWAY LIGHTING		
AIRPORT FENCE		
VEHICLE GATE		
AVIGATION EASEMENT		
PROPERTY TRANSFER		
AIRPORT REFERENCE POINT		
PAPI		

BROOKINGS AIRPORT INFRASTRUCTURE EDA GRANT SUMMARY

The City of Brookings has submitted a grant application to US EDA for a project which would extend water and sewer service to the Brookings Airport and an adjacent 14-acre parcel owned by Curry County.

The application is being considered for funding under two programs administered by EDA:

- FY 2012 Public Works and Economic Adjustment Assistance (60/40 match)
- FY 2012 Disaster Relief Opportunity (80/20 match)

The total cost of the project is estimated at \$2,936,850.

The project has two basic goals:

1. Provide infrastructure necessary to support light industry and/or airport dependent development at the Brookings Airport and adjacent 14-acre County property.
2. Enhance the disaster resiliency of the airport for use as a staging area and key transportation facility in the event of a Cascadia-level natural disaster. The airport is located outside of the tsunami inundation zone and would likely be the only transportation access to support response and recovery.

The City owns and operates the water and sewer infrastructure and is the applicant for this grant. The County owns and operates the airport.

Cal Ore Life Flight plans to construct a new training and hanger facility at the Brookings Airport to support their growing air ambulance operation in southern Oregon, California and Nevada. The infrastructure improvements are needed to support this and other like businesses.

CAL-ORE

Life Flight

A division of Westlog, Inc.

*"Experience and Dedication
You Can Depend On"*

May 18, 2012

Mr. Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, Oregon 97415

The purpose of this letter is to express our support for the Brookings Airport Infrastructure Project.

Cal-Ore Life Flight is a ground and air ambulance service with bases in Curry County, Oregon and Del Norte and Humboldt Counties in California. We operate a high demand air ambulance service for which both Curry and Del Norte County patients are transferred to higher level care. Our service greatly depends on the services and equipment available at the Brookings Airport.

Cal-Ore has recently leased space at the Brookings Airport for the development of a crew quarters and helicopter pad. The typical base locations employ an average of 12 employees (nurses, paramedics, pilots, mechanics, mgt.), with an approximate cost of set-up, training, facilities, and equipment (excluding aircraft) of \$750K-\$1.0MM. Having adequate water and sewer facilities available at the airport is essential to this development.

Also, the Brookings Airport is the only public airport proximate to the Curry County population base that is not located in a tsunami inundation zone. The airport is designated as the staging area for the continuation of our critical operations in the event of a major disaster.

Cal-Ore Life Flight considers this a worthwhile project and urges funding of the Brookings Airport Infrastructure Project.

Sincerely,



Dan Brattain, President

Administrative Office

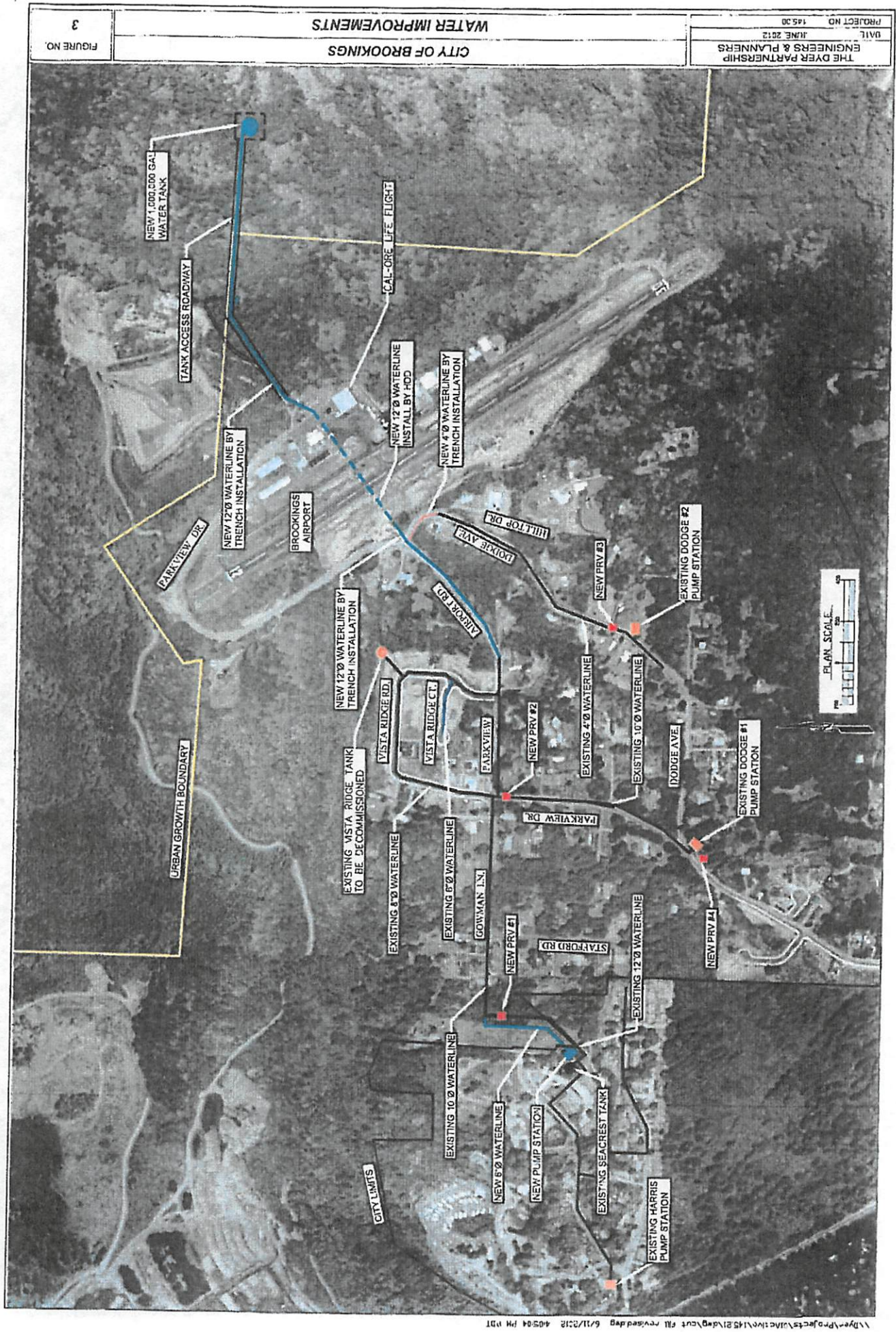
PO Box 1986
311 Cove Road
Brookings, Oregon 97415

800-761-5183
541-469-7911
541-469-4518 Fax

www.cal-ore.com

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 **camts**



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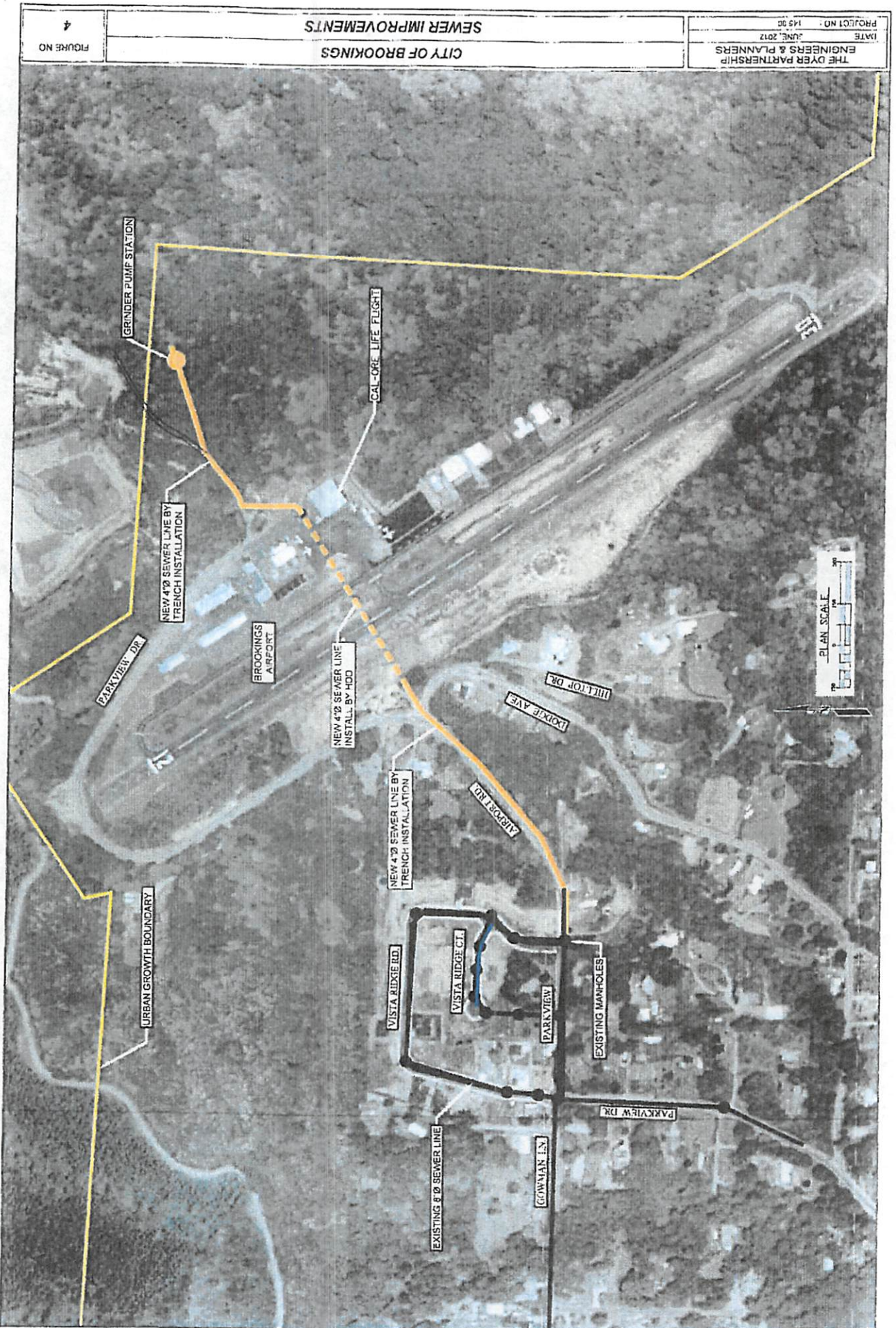


FIGURE NO. 4

SEWER IMPROVEMENTS

CITY OF BROOKINGS

THE DYER PARTNERSHIP
ENGINEERS & PLANNERS
DATE: JUNE, 2012
PROJECT NO.: 143 90



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Resolution 12-R-991, Adopting Model Rules for Public Contracting, Public Procurement and Contracting Policy, and Designating the City Council as the Local Contract Review Board

Recommended Motion:

Adopt Resolution 12-R-991, adopting model rules for public contracting, public procurement and contracting policy, and designating the City Council as the Local Contract Review Board.

Financial Impact:

None

Background/Discussion:

Staff has been working with the City Attorney to update the City's purchasing and contracting policies and procedures. The City Council had indicated a desire to implement policies to encourage local preference purchasing and contracting to the greatest extent possible. This matter was discussed at City Council workshops on April 2 and May 7.

Resolution 12-R-991 and its attachments:

1. Implement Oregon House Bill 3000 with respect to providing preference in procurement to businesses located within the State of Oregon.
2. Designates the City Council as the Local Contract Review Board. This would replace Chapter 2.45 of the Brookings Municipal Code (BMC).
3. Incorporates the provisions already in the City's Administrative Regulations adopted in 2009 as related to purchasing and contracting.
4. Provides that the City Manager has the authority to procure goods and services up to \$150,000 using the intermediate purchasing process.
5. Provides that the City Manager has the authority to enter into public improvement contracts of up to \$100,000 using the intermediate process.
6. References the Qualifications Based Selection process for selecting architects, engineers and other professional service providers. This is a system whereby proposals are first rated on the basis of the qualifications of the consultant, and allows for negotiation of the contract price.

This Resolution brings all of the City's procurement policies and procedures into one place, rather than having some policies/procedures in a Resolution, some in the BMC and others in the Administrative Regulations. Items 1, 3 and 4 above will facilitate the City Council's goal of providing a local vendor/contractor preference as the "intermediate" process would allow the City Manager to narrow the field in soliciting of bids.

Attachment(s):

- a. Resolution 12-R-991.
- b. Salem Area Chamber of Commerce article on local preference policies.
- c. Purchasing/contracting matrix prepared by City Attorney.

CITY OF BROOKINGS
State of Oregon

RESOLUTION 12-R-991

A RESOLUTION OF THE CITY OF BROOKINGS ADOPTING THE MODEL RULES FOR PUBLIC CONTRACTING, ADOPTING A PUBLIC PROCUREMENT & CONTRACTING POLICY, AND DESIGNATING THE CITY COUNCIL AS THE LOCAL CONTRACT REVIEW BOARD.

WHEREAS, the City of Brookings is a municipal corporation subject to Oregon's public contracting statutes and administrative rules;

WHEREAS, the City Council is by default the local contract review board;

WHEREAS, the Oregon legislature and the Oregon Attorney General periodically revise the statutes and rules regarding public contracting;

WHEREAS, recent revisions to the Oregon Revised Statutes and Oregon Administrative Regulations make it necessary to update the City's rules on public contracting; and

WHEREAS, ORS 279A.065 authorizes the City to adopt its own procedural rules that either (a) adopt the Model Rules in their entirety, or (b) prescribe different rules that may or may not include portions of the Model Rules.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brookings that:

1. The Brookings City Council is hereby designated the local contract review board for the City of Brookings.
2. Resolution 06-R-750 of the City of Brookings and Administrative Regulation AR-4 are hereby repealed in their entireties.
3. The Model Rules as set forth in Divisions 46 through 49 of Chapter 137, Oregon Administrative Rules are hereby adopted by the City of Brookings.
4. The Public Procurement & Contracting Policy attached hereto, and incorporated herein by this reference, is hereby adopted.
5. In the case of conflict or inconsistency between the Model Rules and the Public Procurement & Contracting Policy, the latter shall prevail.

Passed by the City Council _____, 2012 and made effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington



City of Brookings

Public Procurement & Contracting Policy

I. POLICY

- A. Purpose.** The City of Brookings adopts this Public Procurement & Contracting Policy ("Policy") to establish local rules that utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
- Promoting impartial and open competition;
 - Using solicitation documents that are complete and contain a clear statement of contract specifications and requirements; and
 - Taking full advantage of evolving procurement methods that suit the contracting needs of the City of Brookings as they emerge within various industries.
- B. Interpretation.** In furtherance of the purpose of the objectives set forth in subsection A, it is the City's intent that the City of Brookings Public Procurement & Contracting Policy be interpreted to authorize the full use of all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.

II. APPLICATION

In accordance with ORS 279A.025, the City of Brookings Public Procurement & Contracting Policy does not apply to the classes of contracts to which the Oregon Public Contracting Code does not apply, including:

- A. Between Governments** including local, state, and federal governments; federally-recognized Indian Tribes; foreign nations; and intergovernmental entities) and including those agreements authorize by ORS Chapter 190 or by a statute, charter provision, ordinance or other authority.
- B. Grants** (project may, however, be required to comply)
- C. Legal Witnesses and Consultants**
- D. Real Property**
- E. Oregon Corrections Enterprises**
- F. Finance** - Contracts, agreements or other documents entered into, issued or established in connection with:
 - (A) The issuance of obligations, as defined in ORS 286A.100 and 287A.310, of a public body;
 - (B) The making of program loans and similar extensions or advances of funds, aid or assistance by a public body to a public or private body for the purpose of carrying out, promoting or sustaining activities or programs authorized by law; or

(C) The investment of funds by a public body as authorized by law, and other financial transactions of a public body that by their character cannot practically be established under the competitive contractor selection procedures of ORS 279B.050 to 279B.085.

G. Employee Benefits

H. State Law: Contracts specifically exempt under State law.

I. Federal Law: Contracts that are governed by federal statutes and regulations.

III. REGULATION BY CITY OF BROOKINGS

Except as expressly delegated under this Policy, the City of Brookings reserves to itself the exercise of all of the duties and authority of a *local contract review board* and a *contracting agency* under State law, including, but not limited to, the power and authority to:

- A. Solicitation Methods.** Approve the use of contracting methods and exemptions for contracting methods for a specific contract or certain classes of contracts.
- B. Brand Name Specifications.** Exempt the use of brand name specifications for public improvement contracts.
- C. Waiver of Performance and Payment Bonds.** Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for the construction of a public improvement, in addition to cases of emergency.
- D. Electronic Advertisement.** Authorize the use of electronic advertisements for public improvement contracts in lieu of publication in a newspaper of general circulation.
- E. Rulemaking.** Adopt contracting rules under ORS 279A.065 and Ors 279A.070 including, without limitation, rules for the procurement, management, disposal, and control of goods, services, personal services, and public improvements.
- F. Award.** Award all contracts that exceed the authority of the Purchasing Agent.

IV. PURCHASING AGENT

- A. General Authority.** The City Manager is the Purchasing Agent for the City of Brookings and is hereby authorized to make purchases for goods and services up to the sum of \$150,000 without obtaining Council approval.
- B. Delegation of Authority.** The Purchasing Agent may delegate any of the responsibilities and authorities assigned under this Policy for purchases up to \$5,000.
- C. Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the Attorney General to modify its Model Rules, the City Manager shall review this Policy and the revised Model Rules and recommend modifications to the City Council.

V. PROCUREMENT OF GOODS AND SERVICES

A. Purchases of \$1,000 or Less. Purchases of up to \$1,000 may be made by any City employee so authorized, and may be done in any manner deemed practical or convenient by the person with purchasing authority, including direct selection or award. Each Department Head will decide, and notify the Administrative Services Department (ASD) regarding who is authorized to make such purchases. Invoices must be stamped, coded, initialed, and signed as received by the authorized employee and employee's Department Head, before payment will be made. Purchases may not be artificially divided or fragmented to as to constitute a purchase of \$1,000 or less. Purchases of different items from one vendor that are part of one order and that total more than \$1,000 must comply with the applicable rules pertaining to the total amount of the order.

B. Purchases of \$1,001 to \$5,000. (1) Competitive Quotes/Proposals. Purchases from \$1,001 to \$5,000 may be made only with the approval of the Department Head or the City Manager. Except for Sole Source and Emergency Purchases, purchases from \$1,001 to \$5,000 may be made only after obtaining at least three (3) competitive price quotes or competitive proposals. The quotes/proposals may be written, verbal, by telephone, or by fax, but the quote/proposal must be documented in writing, either on or attached to the Record of Verbal/Telephone Quotes form. A copy of the documentation must be attached to the purchase order or invoice when submitted to the ASD. Invoices must be stamped, coded, initialed, and signed as received by the Department Head or City Manager before payment will be made. Purchases of different items from one vendor that are part of one order and that total more than \$5,000 must comply with the rules pertaining to the total amount of the order.

(2) Considerations Other Than Purchase Price. Purchase price will be the initial basis for comparing competitive quotes/proposals and will be the determining factor when all other factors are equal. Other considerations may, however, affect the true cost and benefits of making certain purchases and may, therefore, also be considered when selecting products or suppliers. Other factors may include, but are not limited to: quality of goods or services, warranties, availability of part, maintenance and repair services, compatibility with other supplies and materials being used by the City, etc. In cases where the lowest initial purchase price is not the final determining factor, the other overriding factors and considerations must be documented in writing, either on , or attached to, the Record of Verbal/Telephone Quotes form.

C. Purchases of \$5,001 to \$150,000. (1) Competitive Quotes/Proposals. Purchase of \$5,001 up to \$150,000 may be made only with the approval of the City Manager and only after obtaining three (3) informally solicited competitive price quotes or competitive proposals. The quotes may be written, verbal, by telephone, or by fax, but the quote/proposal must be documented in writing, either on or attached to the Record of Verbal/Telephone Quotes form. If three (3) quotes/proposals are not reasonably available, fewer will suffice, but the effort made to obtain the quotes/proposals must be documented. A copy of the documentation must be attached to the purchase order or invoice when submitted to the ASD. Invoices must be stamped and coded, initialed and signed as received by the Department Head, and must be signed as approved by the City Manager, before payment will be made. If a contract is awarded, it must be awarded to the offeror whose quote or proposal will best serve the interest of the City, taking into account the price as well as other considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose, and contractor responsibility (See ORS 279B.110- Responsibility of bidders and proposers). Purchases may not be artificially

divided or fragmented so as to constitute a purchase between \$5,001 and \$100,000. Purchases of different items from one vendor that are part of one order and that total more than \$150,000, must comply with the Competitive Purchasing Rules in ORS 279B.055 or ORS 279B.060 as applicable.

(2) Considerations Other Than Purchase Price. Purchase price will be the initial basis for comparing competitive quotes/proposals and will be the determining factor when all other factors are equal. Other considerations may, however, affect the true cost and benefits of making certain purchases and may, therefore, also be considered when selecting products or suppliers. Other factors may include, but are not limited to: quality of goods or services, warranties, availability of part, maintenance and repair services, compatibility with other supplies and materials being used by the City, etc. In cases where the lowest initial purchase price is not the final determining factor, the other overriding factors and considerations must be documented in writing, either on, or attached to, the Record of Verbal/Telephone Quotes form.

- D. Purchase Over \$150,000.** Purchases over \$150,000 may only be made with the approval of the City Council and must be made in compliance with ORS 279B.055 or ORS 279B.060.
- E. Local Preference.** The City will give preference to procuring goods that are fabricated or processed, or services that are performed, entirely within this State if the goods or services cost no more than 10% more than goods that are not fabricated or processed, or services that are not performed, entirely within this State. If one or more bidders or proposers qualify for this preference, the City will give a further preference to the qualifying bidder or proposer that resides in or is headquartered in this State. This preference does not apply to the following: emergency work, minor alterations, ordinary repairs or maintenance work for public improvements or to other construction contracts described in ORS 279C.320(1).
- F. Purchase Orders.** Purchase orders must be used to procure all materials, equipment, supplies and services not otherwise procured through the issuance of a written contract. For small supply items, the ASD Director may issue an "open" purchase order with a maximum dollar amount to certain regularly used vendors under which authorized employees may make purchases.
- G. Written Agreements (Contracts).** All construction services, consultant services, professional services, and services provided on an ongoing basis, such as janitorial services, must be procured through the issuance of a written agreement. Standard form agreements will be used for small and large construction projects, service contracts, and professional/consultant services. Said agreements will contain appropriate provisions relating to workers compensation, liability insurance, dispute resolution, term, termination, ownership of product/records, deliverables, time of performance, change orders, rates for service and maximum authorized expenditure.
- H. Sole Source Purchases. (1) Procedure.** When three (3) quotes or proposals cannot be obtained, such purchases may be made after securing one or two quotes/proposals. In such cases, an explanation regarding the necessity and benefits to the City for making a sole source purchase must be documented in writing, either on, or attached to, the Record of Verbal/Telephone Quotes form. A copy of the documentation must be attached to the purchase order or invoice when submitted to the ASD. Invoices must be stamped, coded, initialed, and signed as received by the Department Head before payment will be made.

Purchases may not be artificially divided or fragmented so as to constitute a sole source purchase. Sole source purchases up to \$5,000 must be approved by the Department Head. Sole source purchases that exceed \$5,000 but do not exceed \$150,000, must be approved by the City Manager. Sole Source purchases that exceed \$150,000, must be approved by the City Council.

(2) Written Findings. The determination of a sole source must be based on a written finding that may include:

- a. That efficient utilization of existing goods requires the acquisition of compatible goods or services;
 - b. That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
 - c. That the goods or services are for use in a pilot or an experimental project; or
 - d. Other findings that support the conclusion that the goods or services are available from only one source.
- I. Emergency Purchases.** In the event of an emergency, purchases may be immediately made without securing any quotes or proposals. Following resolution of the emergency situation, however, an explanation of the emergency and the reasons for making the emergency purchase must be documented in writing, either on, or attached to, the Record of Verbal/Telephone Quotes form. Only the Department Head or City Manager may authorize emergency purchases up to \$25,000. Only the City Manager may authorize emergency purchases of more than \$25,000 and up to \$150,000. The City Council must authorize any emergency purchases over \$150,000. Invoices must be stamped and coded, initialed and signed as received by the Department Head, City Manager, or City Council as applicable, before payment will be made.
- J. Purchases of Goods or Services from City Employees.** With prior written approval from the City Manager, purchases of goods and/or services from City employees may be permitted, if it is determined this will best serve the interest of the City, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality and suitability for a particular purpose.

VI. PERSONAL SERVICES CONTRACTS

- A. Definition.** A "personal services contract" is a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talent, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to: attorneys, judges, auditors, artists, designers, computer programmers, performers, consultants and property managers. The City maintains discretion to determine whether additional types of services not specifically mention above fit within the definition of personal services.
- B. Method of Solicitation.** Personal services contracts for which the estimated contract price does not exceed \$150,000 may be awarded using an informal solicitation for proposals.

Personal services contracts for which the estimated contract price exceeds \$150,000 may be awarded under a publicly advertised request for competitive sealed proposals.

- C. Continuation of Work.** Personal services contracts of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the City determines that the use of the original contractor will significantly reduce the costs of, or risks associated with, the work.
- D. Qualifications Based Selection (QBS).** The City shall use the Model Rules QBS procedures for selecting an architect, engineer, photogrammetrist, transportation planner, land surveyor or provider of related services. The City may use the rules contained in this Policy where applicable.

VII. PUBLIC IMPROVEMENT CONTRACTS

- A. Definition.** "Public improvement contract" means a contract for the construction, reconstruction or major renovation on real property by or for the City. "Public improvement contract" does not include a contract for emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.
- B. Public Improvement Project - \$5,000 or Less.** A public improvement project with a contract price of \$5,000 or less may be made in any manner deemed practical or convenient by the City Manager. The City Manager has authority to enter into public improvement contract of \$5,000 or less without the approval of the City Council.
- C. Public Improvement Project - \$100,000 or Less.** A public improvement project with a contract price of less than \$100,000 may be awarded pursuant to the intermediate procedure (competitive quotes) as prescribed in the Model Rules. The City Manager has authority to enter into public improvement contract of \$100,000 or less without the approval of the City Council.
- D. Public Improvement Project -Over \$100,000.** A public improvement project with a contract price of more than \$100,000 may be only awarded pursuant to competitive sealed bidding as required by ORS 279C.335. Only the City Council may award a public improvement contract of more than \$100,000.
- E. City-Funded Privately-Constructed Public Improvements.** The City may contribute funding to a privately-constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:
 - (1) The City makes a finding that it is in the best interest of the City to contribute to the project;
 - (2) The City complies with all applicable laws concerning the reporting of the project to Bureau of Labor and Industries as a public works project;
 - (3) The general contractor for the project agrees in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

- (4) The funds contributed to the project do not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;
- (5) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the City to protect the City against defective performance and claims for payment; and
- (6) The contract for the construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers compensation and liability insurance and to protect and provide indemnification to the City for all claims for payment, injury or property damage arising from, or related to, the construction of the project.

VIII. STANDARDS OF RESPONSIBILITY

An offeror must meet the following standards of responsibility to be eligible for the award of a public contract by the City:

- A. Offeror has available to it the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities.
- B. Offeror has a satisfactory record of performance. The City shall document the record of performance of an offeror if the City finds the offeror to be not responsible under this paragraph.
- C. Offeror has a satisfactory record of integrity. The City shall document the record of integrity of an offeror if the City finds the offeror to be not responsible under this paragraph.
- D. Offeror is legally qualified to contract with the City.
- E. Offeror has supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the City concerning responsibility, the City may base the determination of responsibility upon any available information or may find the offeror non-responsible.
- F. Offeror must not have been debarred by the City, and in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

IX. INFORMAL SOLICITATION PROCEDURES

The City may use the following procedure for informal solicitations of quotes or proposals in lieu of the procedures set forth in the Model Rules.

- A. Solicitation of Offers.** The City shall deliver or otherwise make available to potential offerors, a written scope of work a description of how quotes or proposals are to be submitted and a description the criteria for award.
- B. Award.** The City shall attempt to obtain a minimum of three (3) written quotes or proposals before making an award. If the award is made solely on the basis of price, the City shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than, or in addition to, price, the City shall award the contract to the responsible offeror that will best serve the interests of the City, based upon the criteria of the award and the proposal submitted.
- C. Records.** A written record of all persons solicited and offers received will be maintained. If three (3) offers cannot be obtained, a lesser number will suffice; provided that a written record is made if the effort to obtain quotes or proposals.

X. CONTRACTS SUBJECT TO AWARD AT CITY'S DISCRETION.

The following classes of contracts may be awarded in any manner which the City deems appropriate to the City's needs, including by direct award or purchase.

- A. Advertising** – Contracts for the placing of notice or advertisements in any medium.
- B. Amendments** – Contract amendments are not separate contracts if made in accordance with this Policy.
- C. Animals** – Contracts for the purchase of animals.
- D. Contracts up to \$5,000** – Contracts of any type for which the contract price does not exceed \$5,000.
- E. Copyrighted Materials/ Library Materials** – Contracts for the acquisition of materials entitled to copyright, including, but not limited to, works of art and design, literature, music, or materials even if not entitled to copyright that are purchased for use as library lending materials.
- F. Equipment Repair** – Contracts for equipment repair or overhauling, provided that the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
- G. Government Regulated Items** – Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- H. Insurance** – Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135, and 414.145.
- I. Non-Owned Property** – Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the City of Brookings.
- J. Sole-Source Contracts** – Contracts for goods or services that are available from only a single source may be awarded without competition.
- K. Specialty Goods for Resale** – Contracts for the purchase of specialty goods by the City for resale to consumers.
- L. Sponsor Agreements** – Sponsorship agreements under which the City receives a gift or donation in exchange for recognition of the donor.
- M. Structures** – Contracts for the disposal of structures located on City-owned property.

- N. **Renewals** – Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
- O. **Temporary Extensions or Renewals** – Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
- P. **Temporary Use of City-Owned Property** – The City may negotiate and enter into a license, permit or other contract for the temporary use of City-owned property without using a competitive process if:
 - (1) The contract results from an unsolicited proposal to the City based on the unique attributes of the property or the unique needs of the proposer; and
 - (2) The proposed use of the property is consistent with the City's use of the property and the public interest; and
 - (3) The City reserves the right to terminate the contract without penalty, in the event that the City determines that the contract is no longer consistent with the City's present or planned use of the property or the public interest.
- Q. **Used Property** – The City may contract for the purchase of used property by negotiation if such property is suitable for the City's needs and can be purchased for a lower cost than substantially similar new property. For this purpose the cost of used property will be based upon the life-cycle cost of the property over the period for which the property will be used by the City. The city shall record the findings that support the purchase.
- R. **Utilities** – Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

XI. OTHER CONTRACTS.

- A. **Hybrid Contracts.** The following classes of contracts include elements for construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.
 - (1) **Design-Build and CM-GC Contracts.** Contracts for the construction of public improvements using a design-build or construction manager – general contractor construction method will be awarded under a request for proposals. The determination to construct a project using a design-build or construction manager – general contractor construction method must be approved by the City, based upon facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the City.
 - (2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification, contractors for energy savings performance contracts will be selected under a request for proposals in accordance with this Policy.
- B. **Contracts Required by Emergency Circumstances.**
 - (1) **In General.** When the City determines that immediate execution of a contract within the City's authority is necessary to prevent substantial damage or injury to persons or property, the City may execute the contract without competitive selection and award or City Council approval; provided that, when time permits, the City shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

(2) Reporting. The City shall, as soon as possible in light of the emergency circumstances: (1) document the nature of the emergency; (2) the method used for selection of the particular contractor; and (3) the reason why the selection method was deemed in the best interest of the City and the public.

(3) Emergency Public Improvement Contracts. A public improvement contract may only be awarded under emergency circumstances if the City has made a written declaration of emergency. Any public improvement contract award under emergency conditions must be awarded within 60 days following the declaration of an emergency unless the City grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the City may waive the requirement for all or a portion of required performance and payment bonds.

C. Federal Purchasing Programs. Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration (GSA) as provided herein.

(1) The procurement must be made in accordance with procedures established by GSA for procurements by local governments and purchase order or contracts submitted to and approved by the City.

(2) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.

(3) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the City.

(4) If a single purchase of goods or services exceeds \$25,000, the City must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing that the goods or services offered by GSA represent the best value for the City.

D. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Oregon Revised Statutes.

E. Surplus Property.

(1) General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the Purchasing Agent that the method of disposal is in the best interest of the City. Factors that may be considered by the Purchasing Agent include, but are not limited to, costs of sale, administrative costs, and public benefits to the City. The Purchasing Agent shall maintain a record of the reason for the disposal method selected and the manner of disposal, including the name of the person to whom the surplus property was transferred.

(2) Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including disposal as waste. The Purchasing Agent shall make a record of the value of the item and the manner of disposal.

(3) Restriction on Sale to City Employees. City employees are not barred from competing, as members of the public, for the purchase of publicly sold surplus property. City employees are, however, not permitted to offer to purchase property

to be sold to the first qualifying bidder until at least three (3) days after the first date on which notice of the sale is first publicly advertised.

- (4) Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the City shall make, execute and deliver a bill of sale, signed on behalf of the City and conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

XII. CONFLICTS OF INTEREST.

No employee, officer or agent of the City may participate in the selection, or in the award or administration of a contract, if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer, agent, or any member of the immediate family, or any partner or organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

XIII. DEFINITIONS.

- A. Award** means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the City until the contract is executed and delivered by the City.
- B. Bid** means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.
- C. City** means the City of Brookings, Oregon.
- D. Contract Price** means the total amount paid or to be paid under a contract, including any approved alternatives, and any fully executed change orders or amendments.
- E. Cooperative procurement** means a procurement conducted by or on behalf of one or more public contracting agencies.
- F. Disposal** means any arrangement for the transfer of property by the City under which the City relinquishes ownership.
- G. Emergency** means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety.
- H. Energy savings performance contract** means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.
- I. Goods** means any item or combination of supplies, equipment, and materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.
- J. Person** means a natural person or any other public or private entity that has the legal capacity to enter into a binding contract.
- K. Proposal** means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price.
- L. Quote** means a price offer made in response to a solicitation to provides goods, services or public improvements.
- M. Request for proposals** means a publicly advertised request for sealed competitive proposals.



- N. **Services** means and includes all types of services, including construction labor, other than personal services.
- O. **Solicitation** means an invitation to one or more potential contractors to submit a bid, proposal, quote statement of qualifications or letter of interest to the City with respect to a proposed project, procurement or other contracting opportunity. The word "solicitation" also refers to the process by which the City requests, receives and evaluates potential contractors and award public contracts.
- P. **Solicitation documents** means all informational materials issued by the city for a solicitation, including, but not limited to, advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.
- Q. **Surplus property** means personal property owned by the City that is no longer needed for use by the department to which such property has been assigned.

Gary Milliman

From: Martha Rice [mrice@attyblack.com]
Sent: Monday, July 30, 2012 1:41 PM
To: Gary Milliman
Subject: Local Preferences (City)

From the Salem Area Chamber of Commerce Webpage:

Are local preference policies legal?

Monday, 05 March 2012 10:40 |  

The Salem Chamber was packed in early January 2012 for an ongoing debate around one core question – is it legal for local municipalities to have policies in place to give contract preferences to local businesses?

The answer according to state law is no, says Paul Dakopolos with Garrett, Hemann, Robertson PC.

“There are all these laws that regulate how contracts can be awarded,” said Dakopolos referring to ORS Chapter 279 and the applicable Oregon Administrative Rules.

For some local small businesses that pro-actively pursue work on local bonds paid for by local taxpayers, the news is bittersweet. For other small businesses, that news is refreshing.

“Creating local preferences in contracts are anti-competitive and can cause major problems for small companies like Modern Building Systems due to retaliation (or reciprocity) by other local governments outside our area,” said Jim Rasmussen, President and CEO of Modern Building Systems.

Still, the reality of businesses outside the area working on projects funded and paid for by local businesses and residents inside the area is a tough pill for some to swallow.

Oregon law does allow for local preferences when awarding contracts to businesses located in Oregon however. The sticking point is the way locally is defined. For the purposes of Oregon law, “local” means businesses located in Oregon, said Dakopolos.

“If the price proposed for contract services isn’t over 10% higher than the lowest bidder from out of state then you can go with the state bid,” said Dakopolos. “If there are two bids from within Oregon, then Oregon law allows you to go with the one that’s ‘headquartered’ within the state. It’s illegal to define local preference as within a city or county.”

So what are the solutions for local small businesses looking to get more aggressive in receiving work from local bonds they help pay for?

Jim Rasmussen says the key is relationships.

“You have to create a business strategy to ensure local agencies understand the products and services you have to offer,” said Rasmussen. “The quality of your work needs to be the best on the market at a price that assures local agencies they are spending taxpayer money wisely and effectively.”

Price of Purchase or Contract	Contract for Goods or Services	Contracts for Public Improvements
\$5,000 and under	ORS 279B.065 - any method is permissible	279C.335 - any method is permissible
\$5,001 to \$100,000		ORS 279C.335 requires competitive quotes, intermediate procedure per Model Rules (factors to consider: price, experience, specific expertise, availability, project understanding, contractor capacity, responsibility - not exclusive).
\$5,001 to \$150,000	279B.070 - informal process, 3 proposals (factors to consider: price, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility - not exclusive)	
Over \$100,000		ORS 279C.335 mandates competitive bidding only
Over \$150,000	ORS 279B.055- competitive sealed bidding or ORS 279B.060- competitive sealed proposals	

City of Brookings

CITY COUNCIL MEETING Minutes

Monday, July 23, 2012

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

Call to Order

Mayor Hedenskog called the meeting to order at 7:02pm

Roll Call

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

Staff Present: City Manager Gary Milliman, Finance & Human Services Director Janell Howard and City Recorder Joyce Heffington.

Ceremonies/Appointments/Announcements

Mayor Hedenskog recognized City Manager Gary Milliman for five years of dedicated service to the City.

Mayor Hedenskog announced Yard of the Month Awards for July as follows:

- Best Residential – Altona Mefford, 420 Buena Vista Loop
- Best Commercial – Chetco Federal Credit Union, 729 Chetco Avenue

Public Hearings/Ordinances/Resolutions/Final Orders

Amendments and additions to Title 2, Administration and Personnel, of the Brookings Municipal Code (BMC).

City Manager Milliman presented the staff report.

Mayor Hedenskog explained that Council had reviewed the proposed changes in workshop before proceeding with ordinance adoptions.

Ordinance 12-O-698.

Councilor Pieper moved, a second followed and Council voted unanimously to do a first reading of Ordinance 12-O-698 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 12-O-698 by title only.

Mayor Hedenskog read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to adopt Ordinance 12-O-698 [amending BMC Chapters 2.15, 2.35 and 2.40 in their entirety, and Sections 2.05.010, 2.25.050, 2.25.060, 2.55.030, 2.55.070(G), 2.55.080(C), 2.55.090 and 2.70.010].

Ordinance 12-O-699.

Councilor Gordon moved, a second followed and Council voted unanimously to do a first reading of Ordinance 12-O-699 by title only.

Councilor Pieper read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of Ordinance 12-O-699 by title only.

Councilor Pieper read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to adopt Ordinance 12-O-699, [adding Chapter 2.67, Budget Committee, to the BMC].

Ordinance 12-O-700.

City Manager Milliman stated for the record that this ordinance had three scrivener errors consisting of the city being named Lebanon instead of Brookings, once in section 2.85.040, and the county being named Linn instead of Curry twice in section 2.85.030 and added that Council had been provided corrected copies.

Councilor Gordon moved, a second followed and Council voted unanimously to do a first reading of Ordinance 12-O-700 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to do a second reading of Ordinance 12-O-700 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 12-O-700, [adding Chapter 2.85, Sale of City Owned Property, to the BMC].

Public Comments

Carolyn Milliman, Brookings, commented on how much she had enjoyed living in Brookings over the last five years and thanked the Council for its service.

Consent Calendar

1. Approve Council minutes for July 9, 2012.
2. Receive monthly financial report for June 2012.

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

Remarks from Mayor and Councilors

Councilor Pieper remarked that he hoped Council would remember the large turnout for the Kite Festival when discussing tourism promotion.

Adjourn into Executive Session

Mayor Hedenskog adjourned the meeting into executive session to the City Manager's office at 7:22pm, under the authority of ORS 192.660(2)(i), to review and evaluate the employment-related performance of the City Manager.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2012:

Ron Hedenskog, Mayor

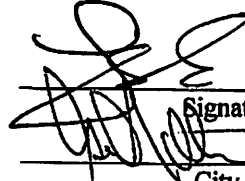
Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 13, 2012

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject: A letter from City Council to the Department of Land Conservation and Development (DLCD) requesting grant funding.

Recommended Motion: A motion to send a letter requesting a Coastal Management grant and authorizing the City Manager to sign the grant agreement.

Financial Impact: \$ 5,400 in grant funds to support the City's Planning program.

Background/Discussion: For many years the City has received a \$6,000 annual grant from the Coastal Management program DLCD administers. This year the amount has been reduced by 10% due to rising costs and shrinking funding. The only match for the City is staff time working on the day to day planning matters. There is a requirement that the City Council make a formal request for the grant by way of a letter or resolution.

Policy Considerations: None.

Attachment(s): Letter from DLCD offering the grant
Grant agreement
Draft letter to be sent to DLCD



Oregon

John A. Kitzhaber, MD, Governor

Department of Land Conservation and Development

Oregon Coastal Management Program

635 Capitol Street NE, Suite 150

Salem, OR 97301-2540

Telephone: (503) 373-0050

Fax: (503) 378-6033

<http://www.oregon.gov/LCD/OCMP>



July 1, 2012

Donna Colby-Hanks, City Planner
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Donna:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Brookings a Coastal Management grant for \$5,400 to assist you in your planning needs. As announced at the Spring Network Meetings, this year, due to rising costs and shrinking funding, we unfortunately found it necessary to reduce each grant by 10%.

The enclosed grant agreement indicates the total amount of our offer and lists the standard and special conditions the City must meet. These conditions are essentially the same as the past few years. Please note the following:

1. Before signing the grant agreement, **please read the agreement and attachments carefully** as they contain the terms and conditions upon which the grant is offered. If any corrections in contact information, etc. are necessary, please make those with red ink and initial the changes. If you have any questions, please contact your assigned DLCD field representative.
2. **Sign and return both original agreements to DLCD** to my attention at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301. If you prefer, you may scan the signed document and attach it to an email to me. I will then have DLCD sign and scan and return to you the fully executed agreement. Signature of the grant declares acceptance of **all** terms and conditions in the grant agreement.
3. **In addition** to signing and returning the original agreements, the agreement **must be** accompanied by a request for the grant funding by way of a **formal letter or resolution from your City Council or Board of Commissioners**. This was a new requirement for 2008, and we are continuing this request for the 2012-2013 grant term.
5. The grant agreement is **not** in effect until the agreements **and** letter/resolution are returned to the department **and** both original agreements have been signed by DLCD.
6. A FAX will not be accepted.

Funds will be sent to you in accordance with the payment schedule in the grant agreement.

Sincerely,

Patricia L. Snow, Manager
Ocean and Coastal Management Program
Enclosure

**Oregon Department of Land Conservation and
Development
FY12-13 Grant Agreement**

Date
July 1, 2012
Type of Grant
Coastal Zone Management

Grantee Name City of Brookings

Grant No.
CPA-12-004

Street Address

898 Elk Drive
Brookings, OR 97415

DLCD Grant Amount

\$5,400

Award Period

July 1, 2012 through June 30, 2013

Grantee Share

\$5,400

Authority

State General Fund

Federal Fund

CFDA 11.419

XX

Total Cost

\$10,800

Coastal Zone Management Administrative Awards

Department of Commerce

National Oceanic and Atmospheric Administration (NOAA)

Federal Grant No. NA12NOS4190095 Award Amount: \$2,205,000

Project Title

Coastal Zone Management 12-13

Grantee Representative

Donna Colby-Hanks, City Planner

541-469-1138

dmorris@brookings.or.us

DLCD Grant Manager

Dave Perry

541-574-1584

dave.perry@state.or.us

This Grant, approved by the Coastal Program Manager of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 12/13. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. *If not signed and returned without modification by the Grantee within 30 days of receipt, the Grant Manager may unilaterally terminate this Grant.* Upon receipt of the signed documents, the DLCD Coastal Program Manager shall sign and one copy will be returned for the Grantee's file.

For the Grantee:

Sign and Print/Type Name of Authorized Official

Title

Date

DLCD Program Manager Signature

DLCD Coastal
Program Manager

Date

Attachment A

Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

NOTE: *Grantee acknowledges that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.*

Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Brookings to provide \$5,400.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$10,800.00 in its official records.
2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with each reimbursement request. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the Grantee must fulfill the non-Federal matching commitment over the life of the award.

Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2013, for the period July 1, 2012 to December 31, 2012;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2013, for the period January 1, 2013 to June 30, 2013.

Please note: DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.

The following reports are **required** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative **before** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.

Grantee agrees to

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;
2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCD Regional Representative and affected state and federal agencies before the decisions are made;
3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;
4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCD will reimburse Grantee, up to \$200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. Grantee shall provide DLCD with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCD will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> ;
5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCD to participate in pre-application conferences as appropriate;
6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency
7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;
8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and
9. Provide two semi-annual reports to the Department as specified in this agreement.

Use of Grant Funds

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;
2. Codify plan documents and land use regulations, including conversion to digital data bases;
3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;
4. Develop and conduct special public workshops and technical training programs on land use;
5. Develop, amend, or implement intergovernmental coordination programs or agreements;
6. Enforce land use regulations, including developing and implementing dispute resolution programs;
7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;
8. Make legislative land use amendments to comprehensive plans and land use regulations;
9. Purchase maps and aerial photos to support land use planning functions;
10. Support citizen involvement programs and activities;
11. Update and reprint maps, develop GIS data, inventory data and plan documents;

Standard Conditions

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.
2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, through a grant to the Department of Land Conservation and Development.

3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to diana.evans@state.or.us;
4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
 - For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.

DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

Return of Property: Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of the Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.

6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.
8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.
9. The Grantee agrees to comply with the non-discrimination requirements below:

Statutory Provisions

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
- Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
- The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- Any other applicable non-discrimination law(s).

Other Provisions

- Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1137 Fax (541) 469-3650

TTY (800) 735-1232

August 13, 2012

Patricia L. Snow, Coastal Program Manager
Ocean and Coastal Management Program
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Or. 97301-2540

RE: Department of Land Conservation and Development (DLCD) Grant Request

Dear Patricia,

The Department of Land Conservation and Development (DLCD) grant offer was considered on the City Council's regular agenda August 13, 2012. The Council is making this formal request for the annual Coastal Management Grant funding being offered by DLCD for support of the City's Planning Program. The City appreciates the continued funding DLCD has offered to help provide appropriate planning staff and procedures to ensure compliance with the Statewide Planning Program.

Sincerely,

Mayor Ron Hedenskog
City of Brookings

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
March 22, 2012

CALL TO ORDER

Vice Chair Commissioner Tony Baron called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Tony Baron, Don Vilelle and Mitchell Bolt. Introduction and welcome to Commissioner Patricia Brown

Also present: Public Works Director Loree Pryce

APPROVAL OF MINUTES

- A. **Motion made by Commissioner Vilelle to approve the minutes of January 26, 2012 as written; motion seconded and Commission voted; the motion carried unanimously.**

PUBLIC APPEARANCES

Howard L. Jones, Seaview RV Park, Brookings appeared before the Commission to volunteer his services to rid Azalea Park of moles, only seeking liability protection from the City. Described mole eradication process. Commissioners questioned if there were any restrictions on allowing animals to be killed in the park. PW Director Loree Pryce will check into.

REGULAR AGENDA

- A. **Election of Officers – A motion was made by Commissioner Baron and Commissioner Vilelle to appoint Commissioner Patricia Brown as Chair and Commissioner Mitchell Bolt as Vice Chair. The motion was seconded and the Commission voted; the motion carried unanimously.**
- B. **Park Signage – PW Director Loree Pryce presented park signage options as presented in the agenda packet. Commissioners agreed the traditional blue and white signage was easiest to read. A motion was made by Commissioner Bolt to approve the traditional blue and white signage. The motion was seconded and the Commission voted; the motion carried unanimously.**
- C. **Park Furniture Standards - PW Director Loree Pryce reviewed park furniture standards and colors. Commissioner Baron agreed concrete structures picnic tables and trash cans would be the most durable. Commissioner Baron suggested the old trash cans be reconditioned by removing the Plexiglas and the artwork tiles and repainting. Director Pryce advised new trash cans are still currently needed in Azalea Park. Commissioner Vilelle questioned if a trash can could be placed at the bridge by the City or ODOT if they are responsible for that area, PW Director Pryce to check into. A motion was made by Commissioner Vilelle to approve Option 2 - Pebble for future concrete picnic tables, benches and trash receptacles. The motion was seconded and the Commission voted; the motion carried unanimously.**
- D. **Oregon Parks and Recreation Grant applications Letters of Support for Mill Beach and Chetco Cove Overlook - PW Director Loree Pryce provided information on the grant applications being worked on by staff and requesting letter of support from the Parks and Recreation Commission. The grants will be going to City Council to recommend approval of the projects to submit grants. Grant funding is a maximum of \$50,000, with the City contributing a 50% match. The Mill Beach grant project would provide an opportunity to do the street improvements this year, but funds are not available to do the amenities this year. The Chetco Cove Overlook grant project is on Tanbark, a strip of property that is deeded to the City for accessible coastal views. The concept is to establish a pathway to a concrete pad with guard**

railings at the overlook. The idea is eventually to develop a downward trail that connects to Chetco Point and Mill Beach. **A motion was made by Commissioner Brown to approve a Letter of Support from the Parks and Recreation Commission to the City of Brookings supporting the Mill Beach and Chetco Cove Overlook projects. The motion was seconded and the Commission voted; the motion carried unanimously.**

INFORMATION UPDATES/DISCUSSION ITEMS

- A. Bud Cross Park – Commissioner Baron advised the grass is taking longer to grow because of the cold weather. They are going to reseed and fertilize in the next few weeks with hopes to be on the fields by June. Volunteer projects to remove rocks, fill holes and get the infields ready for Little League use are being planned. A contractor has volunteered to build the access ramp, a grant will be providing the project materials. The development of the day use area to be done this summer.

STAFF UPDATES

PW Director Loree Pryce advised that the survey of the Azalea Park ballfields is moving forward and will be done when the weather gets better.

The City received a request from Tony Parrish to remove three alder trees at Stout Park, which in a 2008 Geotechnical report had been recommended. The trees have been removed and mulched.

The smoking ban will be going to City Council for ordinance adoption. The fine has been reduced from \$750 to \$75 per occurrence.

The Festival of Arts in August has been canceled for Azalea Park.

PW Director advised that she has been contacted by Adam Briggs who is interested in organizing a youth tennis group and requested the City's support. Commissioners appreciate and support effort being made to begin a program. Requested Mr. Briggs appear before the Commission to clarify group needs and requirements.

COMMISSIONER REPORTS/COMMENTS


Commissioner Brown - questioned if it was necessary to have a Park & Recreation Commissioner attend the Stout Park Subcommittee meetings. Determined that if the subcommittee desires to address the Commission or make a request of the Commission they should appear before the Park & Recreation Commission and a Commissioner was not needed to act as liaison.

Commissioner Baron - submitted his resignation as a Commissioner. Commissioners thanked him for his time and efforts on the commission.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 8:05pm. Next meeting scheduled for May 24, 2012.

Respectfully submitted,



Patricia Brown, Chair

(approved at May 24, 2012 meeting)
July 26,

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/12	07/08/2012	68636	4908	Corey Ambrecht	10002005	34.00
07/12	07/08/2012	68637	3236	AT&T Mobile	10002005	42.39
07/12	07/08/2012	68638	146	Bay West Supply, Inc	10002005	197.31
07/12	07/08/2012	68639	2407	Blue Star Gas	10002005	1,948.13
07/12	07/08/2012	68640	313	Brookings Vol Firefighters	10002005	2,250.00
07/12	07/08/2012	68641	1373	Cascade Fire Equipment	10002005	57.18
07/12	07/08/2012	68642	528	Caselle, Inc	10002005	789.33
07/12	07/08/2012	68643	1840	Chetco Federal Credit Union	10002005	3,053.00
07/12	07/08/2012	68644	3844	Donna Colby-Hanks	10002005	14.86
07/12	07/08/2012	68645	1357	Curry County Clerk	10002005	51.75
07/12	07/08/2012	68646	1	Mike Bell	10002005	49.92
07/12	07/08/2012	68647	1	Gabriel Gaskel	10002005	41.60
07/12	07/08/2012	68648	1	Vernon Prink	10002005	4.41
07/12	07/08/2012	68649	2186	Ferguson	10002005	1,929.88
07/12	07/08/2012	68650	153	Ferrellgas	10002005	565.48
07/12	07/08/2012	68651	4848	Frontier	10002005	636.52
07/12	07/08/2012	68652	269	Gralinger	10002005	54.00
07/12	07/08/2012	68653	139	Harbor Logging Supply	10002005	37.00
07/12	07/08/2012	68654	199	Harper, Richard	10002005	300.00
07/12	07/08/2012	68655	4989	Holmes, Bryan	10002005	75.00
07/12	07/08/2012	68656	2216	John D Rapraeger Inc	10002005	112,629.14
07/12	07/08/2012	68657	4941	Kammeier, Travis	10002005	180.50
07/12	07/08/2012	68658	202	League of Oregon Cities	10002005	4,388.67
07/12	07/08/2012	68659	4165	Tyler McCourt	10002005	124.00
07/12	07/08/2012	68660	4269	Milliman, Gary	10002005	67.50
07/12	07/08/2012	68661	4487	Net Assets Corporation	10002005	350.00
07/12	07/08/2012	68662	3935	Northern California Glove	10002005	255.00
07/12	07/08/2012	68663	2283	Northwest Technical, Inc	10002005	3,500.00
07/12	07/08/2012	68664	279	One Call Concepts, Inc	10002005	36.98
07/12	07/08/2012	68665	322	Postmaster	10002005	820.00
07/12	07/08/2012	68666	3	Riverbay LLC	10002005	72.23
07/12	07/08/2012	68667	3	Refund Overpayment	10002005	71.61
07/12	07/08/2012	68668	3369	Schwabe Williamson & Wyatt PC	10002005	1,365.00
07/12	07/08/2012	68669	4946	Steven King	10002005	180.50
07/12	07/08/2012	68670	142	Tidewater Contractors Inc	10002005	825.88
07/12	07/08/2012	68671	4971	Valley Athletics	10002005	999.00
07/12	07/08/2012	68672	2863	Verizon Wireless	10002005	437.30
07/12	07/08/2012	68673	861	Village Express Mail Center	10002005	17.79
07/12	07/08/2012	68674	169	Waste Connections Inc	10002005	927.63
07/12	07/08/2012	68675	1812	John Wimberly	10002005	34.00
07/12	07/13/2012	68676	4854	ACE Engineering LLC	10002005	1,000.00
07/12	07/13/2012	68677	342	Applied Industrial Technology	10002005	28.97
07/12	07/13/2012	68678	2505	Aramark	10002005	105.80
07/12	07/13/2012	68679	2407	Blue Star Gas	10002005	1,753.13
07/12	07/13/2012	68680	715	Budge McHugh Supply	10002005	4,676.00
07/12	07/13/2012	68681	4193	C & K Markets, Inc	10002005	59.94
07/12	07/13/2012	68682	4594	C & M Equipment, Inc.	10002005	216.90
07/12	07/13/2012	68683	4977	Civic Plus	10002005	6,325.00
07/12	07/13/2012	68684	1745	Coastal Paper & Supply, Inc	10002005	303.56
07/12	07/13/2012	68685	1740	Code Publishing Company Inc	10002005	208.55
07/12	07/13/2012	68686	389	Cummins Northwest LLC	10002005	349.62
07/12	07/13/2012	68687	749	Emerald Pool & Patio	10002005	458.76
07/12	07/13/2012	68688	261	Engineered Control Products	10002005	611.05

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/12	07/13/2012	68889	3342	Fastenal	10002005	173.32
07/12	07/13/2012	68890	4951	Field Instruments & Controls, INC	10002005	815.94
07/12	07/13/2012	68891	885	Floyd A. Boyd Company	10002005	85.85
07/12	07/13/2012	68892	298	Freeman Rock, Inc	10002005	231.50
07/12	07/13/2012	68893	4978	Grants Pass Daily Courier	10002005	83.27
07/12	07/13/2012	68894	4980	iSecure	10002005	39.00
07/12	07/13/2012	68895	162	Kerr Hardware	10002005	1,141.85
07/12	07/13/2012	68896	887	Local Gov't Personnel Inst	10002005	1,099.00
07/12	07/13/2012	68897	2940	McLennan Contractors LLC	10002005	2,700.00
07/12	07/13/2012	68898	283	Mufflers & More	10002005	340.00
07/12	07/13/2012	68899	424	Munnell & Sherrill	10002005	379.45
07/12	07/13/2012	68700	685	Nellson Research Corporation	10002005	517.95
07/12	07/13/2012	68701	3159	Northcoast Health Screening	10002005	45.00
07/12	07/13/2012	68702	4748	Northstar Chemical, Inc	10002005	4,482.00
07/12	07/13/2012	68703	1666	Oxford Suites Jantzen Beach	10002005	395.00
07/12	07/13/2012	68704	4733	PARC Resources, LLC	10002005	1,633.50
07/12	07/13/2012	68705	3634	Pollard Water.com - East	10002005	182.08
07/12	07/13/2012	68706	3751	Proficient Automotive	10002005	130.00
07/12	07/13/2012	68707	207	Quill Corporation	10002005	1,486.45
07/12	07/13/2012	68708	3	Creative Learning Preschool	10002005	51.44
07/12	07/13/2012	68709	3	Premier Property Management	10002005	183.94
07/12	07/13/2012	68710	3	Thomas Stein	10002005	71.61
07/12	07/13/2012	68711	246	Snook, LauraLee	10002005	358.81
07/12	07/13/2012	68712	380	Stadelman Electric Inc	10002005	5,337.56
07/12	07/13/2012	68713	4370	Verizon Business	10002005	430.72
07/12	07/13/2012	68714	4979	Paul Viale	10002005	305.69
07/12	07/13/2012	68715	861	Village Express Mail Center	10002005	45.29
07/12	07/13/2012	68716	2122	Cardmember Service	10002005	3,594.25
07/12	07/13/2012	68717	169	Waste Connections Inc	10002005	8,399.33
07/12	07/19/2012	68718	882	Advanced Security Systems	10002005	70.50
07/12	07/19/2012	68719	4801	Ali's Graphic Shirts & More	10002005	61.00
07/12	07/19/2012	68720	4985	Bill Hamilton	10002005	48.88
07/12	07/19/2012	68721	2407	Blue Star Gas	10002005	3,074.77
07/12	07/19/2012	68722	715	Budge McHugh Supply	10002005	529.10
07/12	07/19/2012	68723	588	Cardinal Services Inc	10002005	2,160.57
07/12	07/19/2012	68724	528	Caselle, Inc	10002005	145.00
07/12	07/19/2012	68725	3015	Charter Communications	10002005	84.80
07/12	07/19/2012	68726	3834	Clean Sweep Janitorial Service	10002005	925.00
07/12	07/19/2012	68727	822	Coast Auto Center	10002005	6.75
07/12	07/19/2012	68728	183	Colvin Oil Company	10002005	5,517.72
07/12	07/19/2012	68729	151	Curry Coastal Pilot	10002005	890.93
07/12	07/19/2012	68730	259	Da-Tone Rock Products	10002005	5,111.94
07/12	07/19/2012	68731	185	Del Cur Supply	10002005	169.48
07/12	07/19/2012	68732	575	Deil Marketing L.P.	10002005	1,245.70
07/12	07/19/2012	68733	1	Donald Alexander	10002005	38.11
07/12	07/19/2012	68734	1	Marion Carpenter	10002005	28.33
07/12	07/19/2012	68735	1	Chetco Federal Credit Union	10002005	3.08
07/12	07/19/2012	68736	1	Lon & Belinda Davis	10002005	20.71
07/12	07/19/2012	68737	1	Jasper Evanow	10002005	18.55
07/12	07/19/2012	68738	1	Angela Gardner	10002005	12.38
07/12	07/19/2012	68739	1	Meaghan Gross	10002005	17.04
07/12	07/19/2012	68740	1	Patrick Hermes	10002005	14.55
07/12	07/19/2012	68741	1	Shirley Hogben	10002005	6.42
07/12	07/19/2012	68742	1	Bryan & Natasha Holmes	10002005	2.49
07/12	07/19/2012	68743	1	Donald Johnson	10002005	14.97
07/12	07/19/2012	68744	1	Kathleen Kucharski	10002005	35.87

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/12	07/19/2012	68745	1	McGee, Loma	10002005	31.04
07/12	07/19/2012	68746	1	Daniel O'Donnell	10002005	25.00
07/12	07/19/2012	68747	1	Donald-Poulsen	10002005	20.97
07/12	07/19/2012	68748	1	Rafael Rosas	10002005	86.83
07/12	07/19/2012	68749	1	Barbara Ryder	10002005	113.61
07/12	07/19/2012	68750	484	DMV	10002005	34.50
07/12	07/19/2012	68751	2640	Dyer Partnership Inc., The	10002005	58,104.39
07/12	07/19/2012	68752	3342	Fastenal	10002005	197.81
07/12	07/19/2012	68753	4646	Frontier	10002005	1,056.16
07/12	07/19/2012	68754	3830	Peggy Ghiringhelli	10002005	33.30
07/12	07/19/2012	68755	269	Grainger	10002005	164.69
07/12	07/19/2012	68756	198	Grants Pass Water Lab	10002005	266.00
07/12	07/19/2012	68757	1130	H.D. Fowler	10002005	1,079.20
07/12	07/19/2012	68758	139	Harbor Logging Supply	10002005	278.80
07/12	07/19/2012	68759	3632	Harbor View Windows	10002005	125.00
07/12	07/19/2012	68760	3915	Harrang/Long/Gary/Rudnick PC	10002005	65.00
07/12	07/19/2012	68761	4526	Janell K. Howard	10002005	433.00
07/12	07/19/2012	68762	328	Les Schwab Tire Center	10002005	1,239.90
07/12	07/19/2012	68763	3678	Kenneth Manuele	10002005	239.00
07/12	07/19/2012	68764	679	McCourt Floor Coverings	10002005	571.95
07/12	07/19/2012	68765	4573	Methodworks	10002005	1,100.00
07/12	07/19/2012	68766	283	Mufflers & More	10002005	158.00
07/12	07/19/2012	68767	4443	Napa Auto Parts	10002005	37.49
07/12	07/19/2012	68768	433	NCL of Wisconsin	10002005	310.46
07/12	07/19/2012	68769	4748	Northstar Chemical, Inc	10002005	4,462.00
07/12	07/19/2012	68770	1573	Northwest Business Systems	10002005	463.19
07/12	07/19/2012	68771	4984	Johnathan Nunes	10002005	28.60
07/12	07/19/2012	68772	4799	Numberg Scientific	10002005	91.29
07/12	07/19/2012	68773	3561	Oil Can Henry's	10002005	127.76
07/12	07/19/2012	68774	1561	Pacific Coast Hearing Center	10002005	420.00
07/12	07/19/2012	68775	252	Paramount Pest Control	10002005	135.00
07/12	07/19/2012	68776	866	Purchase Power	10002005	500.00
07/12	07/19/2012	68777	4749	Matt Potts	10002005	12.00
07/12	07/19/2012	68778	4868	Pump Pipe & Tank Services	10002005	750.00
07/12	07/19/2012	68779	207	Quill Corporation	10002005	299.64
07/12	07/19/2012	68780	4983	Security Lines US	10002005	7,495.00
07/12	07/19/2012	68781	4839	Kristy Spini	10002005	33.30
07/12	07/19/2012	68782	4959	Tasha Paiz	10002005	40.00
07/12	07/19/2012	68783	2586	TMG Services Inc	10002005	1,426.10
07/12	07/19/2012	68784	797	Town & Country Animal Clinic	10002005	219.50
07/12	07/19/2012	68785	785	U.S. Identification Manual	10002005	82.50
07/12	07/19/2012	68786	990	UPS	10002005	58.39
07/12	07/19/2012	68787	2663	Verizon Wireless	10002005	68.41
07/12	07/19/2012	68788	861	Village Express Mail Center	10002005	21.85
07/12	07/19/2012	68789	169	Waste Connections Inc	10002005	3,224.62
07/12	07/26/2012	68790	4939	BI- Mart Corporation	10002005	119.55
07/12	07/26/2012	68791	4987	Brandy Barr	10002005	200.00
07/12	07/26/2012	68792	1745	Coastal Paper & Supply, Inc	10002005	1,515.53
07/12	07/26/2012	68793	183	Colvin Oil Company	10002005	2,930.23
07/12	07/26/2012	68794	1	Coastal Country Prop Mgmt	10002005	10.64
07/12	07/26/2012	68795	484	DMV	10002005	23.00
07/12	07/26/2012	68796	4966	Elifeguard, INC	10002005	657.85
07/12	07/26/2012	68797	749	Emerald Pool & Patio	10002005	5,098.77
07/12	07/26/2012	68798	4967	Entenmann-Rovin Co	10002005	311.38
07/12	07/26/2012	68799	773	Environmental Resource Associates	10002005	286.02
07/12	07/26/2012	68800	298	Freeman Rock, Inc	10002005	407.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/12	07/26/2012	68801	167	Hach Company	10002005	302.78
07/12	07/26/2012	68802	139	Harbor Logging Supply	10002005	168.27
07/12	07/26/2012	68803	4573	Methodworks	10002005	550.00
07/12	07/26/2012	68804	1844	My-Comm, Inc	10002005	694.50
07/12	07/26/2012	68805	187	Quality Fast Lube & Oil	10002005	60.00
07/12	07/26/2012	68806	207	Quill Corporation	10002005	150.14
07/12	07/26/2012	68807	517	Santiam Emergency Equipment	10002005	195.97
07/12	07/26/2012	68808	4446	Scout Hall Improvement Fund	10002005	35.00
07/12	07/26/2012	68809	380	Stadelman Electric Inc	10002005	1,622.48
07/12	07/26/2012	68810	3752	Trace Analytics Inc	10002005	75.00
07/12	07/26/2012	68811	4131	Zumar Industries Inc	10002005	46.37
Grand Totals:						<u>311,680.44</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: July 2012

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDC's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling (SFD)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$164,880.00	5	\$1,357,866.65
0	Single Family Addition (SFA)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$41,568.00	12	\$506,499.99
0	Single Family Garage-Carport (SFG)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			1	\$24,464.00
0	Two Family Residential (TFR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Multi-Family Residential Apts (MFR)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Commercial New (C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$253,894.00		
2	Commercial Addition-Change (CA)	\$1,589.69	\$1,616.30	\$190.76	\$0.00	\$388,638.00	2	\$388,638.00	1	\$155,536.00
0	Churches (C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	School Repair-Addition (S)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
0	Building Removal (B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			1	
2	Misc.-Retaining Wall-Fence (M,RW,F)	\$170.85	\$111.06	\$20.50	\$0.00	\$15,072.00	15	\$163,401.00	16	\$345,332.76
4	Total Building Permits	\$1,760.54	\$1,727.36	\$211.26	\$0.00	\$403,710.00	20	\$1,012,381.00	36	\$2,389,699.40
4	Mechanical Permits	\$72.40	\$0.00	\$8.69	N/A	N/A		N/A		N/A
0	Plumbing Permits	\$0.00	N/A	\$0.00		N/A		N/A		N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
4	TOTAL PERMITS	\$1,832.94	\$1,727.36	\$219.95	\$0.00	\$403,710.00	20	\$1,012,381.00	36	\$2,389,699.40
	Total Year to Date Calculated Fees									

For the month of: **July 2012**

Per Data Base	403,710.00	1,760.54	1,727.36		72.40					
Per Worksheet	403,710.00	1,760.54	1,727.36		72.40					

[illegible]

403,710.00	1,760.54	1,727.36		72.40					
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