

City of Brookings MEETING AGENDA

CITY COUNCIL

Monday, August 27, 2012, 7:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Employee Introduction – Jordan Fanning, GIS Technician/Public Works & Development Services Assistant
2. Appointment of Janet Richey to Public Arts Committee Position #1. [pg. 5]

E. Oral Requests and Communications from the audience

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

F. Staff Reports

1. Award of contract for the Hassett Street Improvement Project to McLennan Excavation, Inc, the lowest responsible bidder, in an amount not to exceed \$426,777, and authorize the City Manager to execute all related documents. [Public Works & Development, pg. 9]
2. Authorization for the City Manager to execute contracts for professional legal and survey services with Gleaves, Swearingen, Potter & Scott, L.L.P., and Rich Roberts, L.S., respectively, for as needed staff support. [Public Works & Development, pg. 10]
 - a. Professional Legal Services Agreement [pg. 11]
 - b. Professional Survey Services Contract [pg. 25]
3. Direction to staff to work with the County in the development of a purchase and sale agreement for the Brookings Airport (Airport), to initiate annexation proceedings for the Airport and adjacent County lands, to explore the formation of a new Urban Renewal Area consisting of Airport and adjacent County and City-owned lands, and to request a proposal from the Border Coast Regional Airport Authority for airport management. [City Manager, pg. 39]
 - a. 2012-13 Airport Budget [pg. 43]
4. Authorization for staff to work with Oregon Coast Community Action and Southwestern Oregon Community College (SWOCC) in the preparation of a Community Development Block Grant application to fund the acquisition and remodeling of the former SWOCC building on Alder Street for use as a Head Start facility. [City Manager, pg. 47]
 - a. Project Notification and Intake Form and Budget. [pg. 48]
5. Authorize staff to initiate vacation proceedings on two properties on Memory Lane designated as park land to the Twohy land division dated October 6, 1953. [City Manager, pg. 54]
 - a. Twohy land division map [pg. 56]

6. Adjust the City Manager's base salary to \$104,928, effective July 1, 2012, and require the City Manager to contribute 7% toward the cost of the health insurance premium, and allocate a \$5,000 stipend for the City Manager's discretionary use as compensation for professional development. [City Manager, pg. 57]

G. Public Hearings/Ordinances/Resolutions/Final Orders

1. Resolution adopting model rules for public contracting, public procurement and contracting policy, and designating the City Council as the Local Contract Review Board. [City Manager, pg. 58]
 - a. Resolution 12-R-991 [pg. 59]
 - b. Revised policy text [pg. 70]
 - c. August 13, 2012 Council Agenda Report [pg. 72]
2. Resolution adopting revisions to the Brookings Master Fee Schedule. [City Manager, pg. 73]
 - a. Resolution 12-R-993 with revised fee schedule as proposed [pg. 74]
 - b. 2011 fee schedule mark up [pg. 79]
 - c. May 2012 Council Workshop Report [pg. 83]
 - d. Resolutions 12-R-981 & 09-R-910 [pg. 84]
 - e. July 2012 CPI-U [pg. 87]

H. Consent Calendar

1. Approve Council minutes for August 13, 2012. [pg. 88]
2. Receive monthly financial report for July, 2012. [pg. 93]

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.

September 2012

[illegible]

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

September 2012

September 2012

October 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	31				

Monday		Tuesday		Wednesday		Thursday		Friday	
Sep 3		4		5		6		7	
LABORATORY - closed 11:00am-12:00pm CC - VIPS 7:00pm 10:00pm FH-FireTrng		4:00pm 6:00pm CC - Council Wkshp		10:00am 12:00pm CC - Site Plan 12:00pm 1:00pm CC - Store Park 7:00pm 9:00pm FH-PoliceResvcs		3:00pm 4:00pm CC-Staff			
10		11		12		13		14	
7:00pm 10:00pm FH-FireTrng 7:00pm 9:30pm CC-Council				10:00am 11:00am FH-BRFD 10:00am 12:00pm CC - Site Plan 5:30pm 7:30pm CC - Victims Impact		8:00am 10:30am CC - Site Plan 10:00am 12:00pm CC - Court			
17		18		19		20		21	
11:00am 12:00pm CC-VIPS 7:00pm 10:00pm FH-FireTrng		7:00pm 9:00pm CC - PG (TENTATIVE)		10:00am 12:00pm CC - Site Plan		11:00am 12:00pm CC - Public Aff Committee			
24		25		26		27		28	
7:00pm 9:00pm CC-Council 7:00pm 10:00pm FH-FireTrng				10:00am 12:00pm CC - Site Plan		7:00pm 9:00pm CC - Police Resvcs			

Sep 3 - 7

Sep 10 - 14

Sep 17 - 21

Sep 24 - 28



City of Brookings

898 Elk Drive, Brookings, OR 97415

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

www.brookings.or.us

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

PART I. Contact Information:

Name: Janet Richey Date: 7/25/12
Physical Address: 96401 Oceanside Dr East, Brookings
Mailing Address: Brookings, OR 97415
Email Address: richeyjan@yahoo.com Phone: 541-469-0937

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

1. Commission/Committee applying for:

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

2. **City residents:** How long have you lived in the City of Brookings? 4 yrs 3 mths

Are you a City elector (registered voter)? ☒ Yes ☐ No

3. **UGB residents:** How long have you lived in the UGB?: 0 (yrs/mths)

4. **What is your current occupation?** I am retired.

NOTES:

(i) Membership requirements:

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

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

(iii) Other restrictions:

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

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

I began studying art in grade school, as a hobby. I pursued that interest throughout my maturity, taking art history courses, seeking instruction in sketching and drawing and attempting to develop some skill in acrylics and watercolor.

Although I am limited in talent, my appreciation is unlimited and has been supplemented by travel, and visits to museums and galleries. I have a very good eye for excellence in art, photography and architecture. My art intuition has developed over the years, and I feel I could bring both appreciation and practical management experience to this committee.

2. List your work history and educational background, as well as any unrelated volunteer

Since moving to Brookings four years ago, I have been a member of the Brookings-Harbor Lions Club and of Soroptimist International of Brookings. I belong to the Manley Art Association through my husband's interest in photography.

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

I am interested in the Public Art Committee because of my appreciation of the haven for artistic talent created here, and for the activities and projects that emanate from those resources. I would hope to contribute to the future of those plans and projects.

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

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

Janet Richey
Applicant (print name)

Janet Richey
Applicant's Signature

Date

GARY RICHEY
Witness (print name)

Gary Richey
Witness's Signature

7-25-2012
Date

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

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

Commission and Committee contact information:

Planning Commission: 541-469-1135
Parks and Recreation Commission: 541-469-1103
Traffic Safety Committee: 541-469-1103

Public Art Committee: 541-469-1135
Budget Committee: 541-469-1123

Janet L. Richey

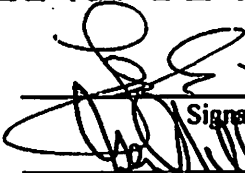
Ojective	To use existing skills and develop new ones
Summary of qualifications	<p>Recent classroom experience as second grade teacher and Class Size Reduction Specialist</p> <p>Experience as an administrator of a non-profit organization with a budget of \$500,000.00.</p> <p>Experience in fundraising and community relations.</p> <p>Specialized understanding of families, individuals and children as a therapist with a background in family systems.</p> <p>Experience as a trainer and part time lecturer in both the private and public academic arenas.</p> <p>Successful experience as district administrator, principal, and teacher in public schools.</p>
Recent Work Experience	<p>Fall, 2002 Student Teacher Supervisor for CSU Fullerton</p> <p>2000-2002 Classroom Teacher Pacific Drive School, Fullerton</p> <p>1998-1999 Executive Director, YWCA, Fullerton</p> <p>1985-1998 Private Practice as MFCT</p> <p>Part time Instructor, CSUF</p> <p>1974-1988 Coordinator Of Instruction, Principal, and Teacher for Fullerton Schools</p>
Education	<p>Marriage, Family and Child Counseling License, State of California</p> <p>Specialized training in Mediation, University of California Irvine</p> <p>Master of Science in Counseling, California State University Fullerton</p> <p>Administrative Credential, California State University Fullerton</p> <p>Master of Science in Education, California State University Fullerton</p> <p>Community College Counseling Credential</p> <p>Lifetime Standard Teaching Credential</p>
Professional memberships	<p>California Association for Marriage and Family Therapists</p> <p>Association of California School Administrators</p>
Community activities	<p>Volunteer for YWCA of Fullerton</p> <p>Volunteer for Women's Center, California State University Fullerton</p> <p>Political Activities</p> <p>Rotary, Fullerton</p>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: PW DS



Signature (submitted by)

City Manager Approval

Subject: Award of Construction for Hassett Street Improvements

Recommended Motion: Motion to award the contract for construction of the Hassett Street Improvement project to McLennan Excavation Inc., the lowest responsible bidder, in an amount not to exceed \$426,777 and authorize the City Manager to execute all related documents.

Financial Impact: Staff recommends awarding the base bid, alternative 1 and alternative 2. Storm water system replacement funds (SRF) will pay for \$62,225 of the base bid and bid alternative 1, street system replacement funds (SRF) to pay for \$318,577 of the base bid and bid alternative #2. Total costs to the storm water SRF is \$70,285 and street SRF is \$356,492. There are adequate funds in both accounts to fund this project. This project will also call in deferred improvement agreements.

Background/Discussion The pavement surface on Hassett Street was extremely deteriorated and was prioritized for replacement as a part of the 2011/12 street improvement project. Due to anticipated costs exceeding the annual \$250,000 recommended capital improvement budget, staff recommended rolling over the earmarked funds into the 2012/13 budget to fund the project. In addition, City Council approved calling in the existing deferred improvement agreements (DIAs) at the July 9, 2012 council meeting. The city engineer is in the process of recalculating the costs for each of the DIA owners based on the low bid amounts.

The extent of improvements includes pavement reconstruction along Hassett Street, from 7th Street to Pioneer Rd. This project also involves sidewalk along the south side of Hassett Street as bid alternative #2, and additional drainage improvements near 7th Street as bid alternative #1.

On August 15, 2012, the City received three bids for this project.

<u>Contractor</u>	<u>Base Bid</u>	<u>Bid Alt. 1</u> (drainage)	<u>Bid Alt. 2</u> (sidewalk)	<u>Total</u>
McLennan Excavation Inc.	\$380,802	\$ 8,060	\$37,915	\$426,777
Freeman Rock	\$380,822	\$10,772	\$50,625	\$442,220
Tidewater Construction	\$405,112	\$ 9,260	\$39,470	\$453,842
Engineer's Estimate	\$368,485	\$13,300	\$54,400	\$436,185

If approved by Council, construction is anticipated to start at least a month later with a contract duration of ninety (90) days.

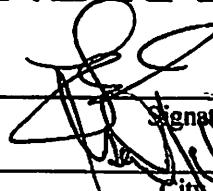
Attachment(s): None

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: PW DS



Signature (submitted by)

City Manager Approval

Subject: Contracts for Professional Legal Services and Professional Land Surveying Services

Recommended Motion: Motion to authorize the City Manager to execute Professional Legal Services contract with Gleaves, Swearingen, Potter/Scotts, LLP and to execute a Professional Survey Services Contract with Rich Roberts, LS for as needed support.

Financial Impact: The legal and survey services contracts will be funded based on the scope of work. If the services are prompted by development applications, the applicant will pay for the professional services directly as a part of their development application. If the services are prompted by capital improvement projects (CIP) or operational needs, the services will be paid under budgeted CIP projects and existing contract service budgets. There are no additional budgetary needs by approving the execution of these contracts.

Background/Discussion: Standard protocol to hire professional services for in-house support has been to prepare and sign a contract each time a professional service is utilized, no matter how large or small the project. This creates a delay in processing and excessive paperwork to request a full contract each time a service is required. This "blanket contract" approach is similar to the recent contract approval by City Council on June 11, 2012 for Professional Planning Services Contracts with Parametrix and CSA Planning and also how we administer our City Engineering services. It will allow staff to efficiently utilize expertise as needed and increase responsiveness in customer service issues.

In 2006 the Council approved a contract for legal services with Gleaves, Swearingen, Potter/Scotts, LLP, utilizing Jim Spickerman from that firm for Land use related legal questions. The City has used Mr. Spickerman's expertise during several contentious hearings, appeals to Council, legal interpretations, and appeals to the Land Use Board of Appeals. Land use matters encompass a very specific set of State laws and are best handled by lawyers who specialize in this field. Staff has spoken with Attorney Spickerman and he is in agreement with the new format and is prepared to sign.

Rich Roberts, LS has been providing the City of Brookings support for right of way, easement, and property boundary information, legal descriptions, topographical maps for design, construction staking, and other services as needed by the City's Planning and Public Works staff. Roberts and Associates has been invaluable in their support to the City.

Attachment(s): A. Professional Legal Services Contract
B. Professional Survey Services Contract

City of Brookings
PROFESSIONAL LEGAL SERVICES CONTRACT -

CONTRACT NO. _____

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and the firm of Gleaves, Swearingen, Potter & Scott, LLP (Contractor). The City's Project Manager for this Contract is the Public Works and Development Services Director.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on _____ or on the date at which every party has signed this contract, whichever is later. This contract shall expire when terminated in writing.

2. Statement of Work.

Contractor shall perform the following services, as modified by subsequent written directive:

- a. Perform and render legal assistance to City and City's general counsel in relation to Planning and land use issues, advice to the Planning Commission and City Council, appeals to the Oregon land Use Board of Appeals and circuit court litigation and representation in appellate courts in land use matters. Written work assignments will hereafter be issued by City, which shall be issued in the form attached hereto in Exhibit A.
- b. Attendance at meetings as requested by City.
- c. Preparation of reports and other writings as requested by City.

3. Consideration.

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses.
- b. Contractor will report true and actual costs for work performed in accordance with Fee Schedule attached hereto in Exhibit E.
- c. Statements shall be submitted monthly for actual time and expenses during the preceding month. All statement shall be sent to and paid by City. Final payment shall be made upon certification by Project Manger that project is complete and within 14 business days of receipt of invoice.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name/Title: _____ Phone: _____

Fax: _____ E-Mail: _____

Address: _____

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

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

Citizenship: Nonresident alien ☐ Yes ☐ No

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

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

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

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

Signed by Contractor: _____
Signature/Title Date

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

CITY OF BROOKINGS SIGNATURE

Approved: _____
City Manager or Designee Date

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

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

1. Contractor is Independent Contractor

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

2. Subcontracts and Assignment

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

3. No Third Party Beneficiaries

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

4. Successors in Interest

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

5. Early Termination

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

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

6. Payment on Early Termination

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

7. Remedies

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

8. Notices

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

9. Access to Records

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

10. Ownership of Work

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

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

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

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

11. Compliance with Applicable Law

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

12. Indemnity and Hold Harmless

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

13. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

14. Waiver

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

15. Professional Standards; Errors

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

16. Governing Law

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

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

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

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

EXHIBIT A
TASK ORDER

The consultant shall submit a task order proposal on company letterhead for each project. The task order proposal at a minimum shall include;

Date

Name of project

Duration to complete/schedule

Scope of services

Task(s) to be completed

Not to exceed costs including projections of staff hours, billing rates and other fees

Signed and Dated Approval by the City of Brookings and the Contractor

All task orders and contracts shall be executed in accordance with the City of Brookings Municipal Code procurement authorization amounts.

EXHIBIT B

OREGON STATUTORY PROVISIONS

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

REQUIRED STATUTORY PROVISIONS

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

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

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

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

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

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

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

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

consecutive days, Monday through Friday; and

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

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

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

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

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

and days per week that the employees may be required to work.

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

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

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

(1) As used in this section:

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

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

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

STATUTORY REFERENCES OF INTEREST

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

EXHIBIT C
PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

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

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

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

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

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

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to the City.

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

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

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

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

II. BASIC REQUIREMENTS

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

III. ADDITIONAL REQUIREMENTS

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

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

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

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

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

IV. INDEMNIFICATION

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

V. CERTIFICATION

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

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT E

FEE SCHEDULE

**Gleaves Swearingen, LLP
Hourly Fee Schedule**

James Spickerman, Land Use Attorney	\$280.00
Attorney Assistant	\$45.00
Paralegal	\$45.00

The charge for travel time is \$150.00 per hour.

City of Brookings
PROFESSIONAL SURVEYOR SERVICES CONTRACT -

CONTRACT NO. _____

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and _____ (Contractor). The City's Project Manager for this Contract is _____.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on _____, 2012 or on the date at which every party has signed this contract, whichever is later. This contract shall expire when terminated in writing.

2. Statement of Work.

Contractor shall perform the following services, as modified by subsequent written directive:

- a. Professional surveying work in accordance with written Work Assignments hereafter issued by City, which shall be issued in the form attached hereto in Exhibit A.
- b. Attendance at meetings as requested by City.
- c. Preparation of reports and other writings as requested by City.

3. Consideration.

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses.
- b. Contractor will report true and actual costs for work performed in accordance with Fee Schedule attached hereto in Exhibit E.
- c. Statements shall be submitted monthly for actual time and expenses during the preceding month. All statement shall be sent to and paid by City. Final payment shall be made upon certification by Project Manger that project is complete and within 14 business days of receipt of invoice.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____

Contact Name/Title: _____ Phone: _____

Fax: _____ E-Mail: _____

Address: _____

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

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

Citizenship: Nonresident alien ☐ Yes ☐ No

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

☐ Corporation ☐ Government ☐ Nonprofit

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

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

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

Signed by Contractor: _____
Signature/Title Date

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

CITY OF BROOKINGS SIGNATURE

Approved: _____
City Manager or Designee Date

Approved: _____
Project Manager Date

Reviewed: _____
City Attorney or Designee Date

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

1. Contractor is Independent Contractor

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

2. Subcontracts and Assignment

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

3. No Third Party Beneficiaries

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

4. Successors in Interest

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

5. Early Termination

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

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

6. Payment on Early Termination

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

7. Remedies

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

8. Notices

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

9. Access to Records

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

10. Ownership of Work

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

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

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

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

11. Compliance with Applicable Law

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

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- a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
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- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

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

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

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

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

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

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

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

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

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

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

(1) As used in this section:

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

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

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

STATUTORY REFERENCES OF INTEREST

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

EXHIBIT C
PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

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

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

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

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

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

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without written notice from the Contractor or its insurer(s) to the City.

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

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

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

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

II. BASIC REQUIREMENTS

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

III. ADDITIONAL REQUIREMENTS

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

- _____ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
 - (b) That is in a portion of the person's residence and that portion is used primarily for the business.

- _____ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
 - (b) The person is required to correct defective work;
 - (c) The person warrants the services provided; or
 - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

- _____ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

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

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

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

IV. INDEMNIFICATION

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

V. CERTIFICATION

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

Contractor Signature

Date

Project Manager Signature

Date

EXHIBIT E

FEE SCHEDULE

Hourly rates

Field survey crew	\$150
Professional Land Surveyor services	\$90
CAD services	\$90


Rates include all required software, instruments, tools, and supplies. Specialty monuments for centerline or monitoring purposes will be itemized and invoiced as required.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Brookings Airport

Recommended Motion:

Motion to direct the City Manager and the City Attorney to:

1. Work with County Commissioner George Rhodes and County Counsel in the development of purchase and sale agreement for the Brookings Airport and adjacent County lands.
2. Initiate annexation proceedings for the Brookings Airport and adjacent County and City-owned lands.
3. Explore the formation of a new Urban Renewal Area consisting of the Brookings Airport and adjacent County and City owned lands.
4. Request a proposal from the Border Coast Regional Airport Authority for management of the Brookings Airport.

Financial Impact:

See Background/Discussion

Background/Discussion:

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; currently George Rhodes. When there is a need for some maintenance activity, Commissioner Rhodes requests assistance from the County Road Department or the County Facilities Department. There are no Brookings-based resources, so County employees respond from Gold Beach.

The non-profit Brookings Flying Club serves in an advisory capacity to the County regarding airport matters.

The Brookings Airport is comprised of 90 acres at an elevation of 459 feet. It is the only general aviation airport in Curry County that is not located in a tsunami inundation zone. The Airport accommodates approximately 22,000 landings and departures annually.

The Airport is used predominantly for "general aviation" by private parties who base their privately-owned aircraft there, or who land at the airport while visiting the area. Among the 35 aircraft based at the Airport, are two larger corporate aircraft...one operated by C&K Markets and one by South Coast Lumber. Cal Ore Life Flight also uses the Brookings Airport as a base of operations and occupies a large hanger there. Commercial delivery services such as Federal

Express and United Parcel Service also use the Brookings Airport to serve the greater Brookings area.

The County retains contract engineering services to assist with technical matters relating to the Airport and Airport improvements

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 annual County operating budget for the Brookings Airport is about \$27,000, a copy of which is attached. The 2012-13 budget anticipates an operating deficit of about \$17,000. This deficit is paid from the County General Fund. There is also a 2012-13 capital projects budget totaling \$386,563, which is predominantly grant funded.

ADJACENT LANDS

The County currently owns 14.3 acres immediately adjacent and to the north of the Airport. The City currently owns 7.34 acres immediately adjacent to the south of the Airport. The County property is reasonably level and is considered to have good development potential, while the terrain of the City property is quite steep. The City property was acquired over 60 years ago and the City has a surface water right at this location for 0.53 cfs which is not considered developable.

The City had a portion of the County property appraised in December 2010 as a part of a proposal for a land exchange. An appraised value of \$58,000 was established for five of the 14.3 acres. An extrapolation of this appraisal applied to 14.3 acres would put the value of the entire parcel at about \$165,000.

County Commissioner George Rhodes, who currently manages the Airport, has indicated that an additional five acres on the Airport property could be developed for light industrial use.

FUTURE OF OWNERSHIP AND OPERATION

Given the County's current fiscal crisis, Commissioner Rhodes has initiated an exploration of the future ownership and operation of the Airport. Staff has met with Commissioner Rhodes and others concerning this matter and several alternatives have been discussed including:

- Forming some type of partnership agreement between the City, the County and private parties.
- An intergovernmental agreement between the City and the County providing for joint management of the Airport.
- The County retaining ownership and contracting with the Border Coast Regional Airport Authority (BCRAA) for management of the Airport.
- Transferring ownership of the Airport and the adjoining County property to the City, with the City then contracting with BCRAA for Airport management; and with the City assuming both responsibility for any deficit and pursuing private investment in further development of the airport and adjacent lands.

Councilor Gordon and the City Manager met with Commissioner Rhodes, Border Coast Regional Airport Authority (BCRAA) General Manager James Bernard and BCRAA Executive Assistant Susan Dougherty to discuss possible BCRAA involvement in the management of the Brookings Airport. Councilor Gordon is the City's representative to the BCRAA Board of Directors.

The current Airport budget and various operational aspects of the Airport were reviewed at that meeting. Several Airport-related costs that are not reflected in the Airport budget (about \$9,600 in maintenance costs), and several sources of immediate additional revenue were identified. According to Commissioner Rhodes, the Airport has been operating at a deficit of \$15-30,000 annually for several years, and the County has also used General Fund money to match federal funding used for Airport improvements. Bernard said he felt there was good potential for the Airport to become self-sufficient in the short-term. The County receives approximately \$150,000 annually in FAA funds for airport improvements, and is preparing to undertake a \$500,000 project this summer utilizing several years' allocation of these funds.

Rhodes indicated that there is a waiting list for the development of additional hangers that would increase revenue, but there was a lack of space for hanger development. It was generally felt that this issue could be overcome by an experienced airport management working with FAA.

Bernard suggested a meeting with all stakeholders, including the County, City and Airport users, to develop a common vision for the Airport.

EDA FUNDING FOR INFRASTRUCTURE IMPROVEMENTS

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'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.

This is a great opportunity for the City to take advantage of low market interest rates (the City just refinanced a \$9.88 million 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.

The County has no funds available to assist with this project.

AN ECONOMIC DEVELOPMENT STRATEGY FOR THE AIRPORT

Staff believes that the Brookings Airport and adjacent properties are an untapped economic development resource. 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.

Staff has developed the following basic strategy for proceeding given the confluence of the information outlined above:

1. Proceed with plans to undertake the water and sewer infrastructure project by finalizing agreements with EDA and financing the local match through a combination of utility and General Fund revenues.
2. Simultaneously with the above, propose that the County convey ownership of the Airport and the adjoining 14.3 acres to the City. Provide that the City would pay the County the current appraised value of the 14.3 acres at such time as the City recovers the value from re-sale or lease.
3. Annex the Airport and the adjoining County and City properties into the City Limits. Apply a zoning designation of "light industrial" to the Airport and adjoining 14.3 acres.
4. Explore formation of a new Urban Renewal Area consisting of the Airport, the adjoining 14.3 acres and the City property.
5. Request a proposal from the Border Coast Regional Airport Authority for management of the Airport.
6. Appoint an Airport Commission consisting of Airport users to advise the City Council and staff concerning airport related matters.
7. Prepare a prospectus for developing the developable properties on the Airport site and adjoining 14.3 acres and seek private investors/buyers. Develop incentives through the Urban Renewal Agency.
8. Repay the City for its initial investments as tax increment funding is received, or as development revenues accrue.

Attachment(s):

- a. 2012-13 Airport Budget

Brookings Airport

Fund

The Brookings Airport Fund is administered by the County Board of Commissioners. The Commissioners oversee the management, maintenance, and operations of the Brookings Airport.

T15 BROOKINGS AIRPORT FUND DETAILED RESOURCES/REQUIREMENTS

LINE #	HISTORICAL DATA			LINE #	RESOURCE/REQUIREMENT DESCRIPTION	Number of Employees	Range	11			LINE #	
	Actual		Adopted Budget This Year 2011-12					Budget for Next Year 2012-2013				
	Second Preceding Year 2009-10	First Preceding Year 2010-11						Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body		
Tab 15				Tab 15				Tab 15				
1	2,993	3,200	3,100	1	1.30-419.98-341.90-000-00	Fees - Freight Handler			3,100	3,100	3,100	1
2	383	586	900	2	1.30-419.98-341.91-000-00	Fees - Airport Tie-Down			900	900	900	2
3	16,464	15,792	17,300	3	1.30-419.98-362.10-000-00	Rents - Aircraft Hangar			17,300	17,300	17,300	3
4	7,151	3,563		4	1.30-419.98-362.20-000-00	Rents - Trailer				-	-	4
5			10,000	5	1.30-419.98-362.30-000-00	Rents - Brookings Water				-	-	5
6	240	1,710	200	6	1.30-419.98-380.00-000-00	Misc Revenue			200	200	200	6
7			2,742	7	1.30-419.98-391.12-000-00	Tran In - General Fund			27,724	27,724	27,724	7
8	16	1		8	1.30-419.98-391.99-000-00	Tran In-Pass Through Interest				-	-	8
9	(9,757)	19,459	(24,181)	9	1.30-419.98-399.00-000-00	Unrestricted Fund Balance				-	-	9
10				10	1.30-419.98-399.01-000-00	Assigned Fund Balance			(24,547)	(24,547)	(24,547)	10
11	17,489	44,311	10,061	11	TOTAL RESOURCES		10		24,677	24,677	24,677	11
12	3,315	3,395		12	1.30-419.98-490.00-110-00	Sal - Regular				-	-	12
13	1,176	1,200		13	1.30-419.98-490.00-213-00	Ben - Health Insurance				-	-	13
14	8	7		14	1.30-419.98-490.00-214-00	Ben - Life Insurance				-	-	14
15	250	261		15	1.30-419.98-490.00-220-00	Ben - FICA				-	-	15
16	309	324		16	1.30-419.98-490.00-230-00	Ben - PERS - County Portion				-	-	16
17	199	208		17	1.30-419.98-490.00-235-00	Ben - PERS - Employee Portion				-	-	17
18	5	6		18	1.30-419.98-490.00-260-00	Ben - Worker's Compensation				-	-	18
19	5	4		19	1.30-419.98-490.00-290-00	Ben - OR W/C Assessment				-	-	19
20	5,267	5,405	-	20	TOTAL PERSONAL SERVICES		1		-	-	-	20

T15 BROOKINGS AIRPORT FUND DETAILED RESOURCES/REQUIREMENTS

L I N E #	HISTORICAL DATA			L I N E #	RESOURCE/REQUIREMENT DESCRIPTION	Number of Employees	Range	11			L I N E #	
	Actual		Adopted Budget This Year 2011-12					Budget for Next Year 2012-2013				
	Second Preceeding Year 2009-10	First Preceeding Year 2010-11						Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body		
					Account Number	Account Description						
1				1	1.30-419.98-490.00-330-00	Pro Svcs - General						1
2	1,948	1,076		2	1.30-419.98-490.00-411-00	Util - Water & Sewer						2
3	1,011	893	1,140	3	1.30-419.98-490.00-421-00	Util - Waste Disposal			1,140	1,140	1,140	2
4	2,092	1,812	1,000	4	1.30-419.98-490.00-431-00	Rep & Maint - Building			1,000	1,000	1,000	3
5		2,013		5	1.30-419.98-490.00-431-10	R&M - General / Grounds						4
6	2,334	72		6	1.30-419.98-490.00-431-20	R&M - General / Taxilane						5
7	2,750	2,337	2,571	7	1.30-419.98-490.00-521-00	Ins - Liability - General						6
8			468	8	1.30-419.98-490.00-524-00	Property Insurance			2,571	2,571	2,571	7
9			100	9	1.30-419.98-490.00-542-00	Advertising						8
10	490	408	3,561	10	1.30-419.98-490.00-615-00	Other Materials & Services			100	100	100	9
11	3,493	4,381	3,567	11	1.30-419.98-490.00-622-00	Util - Electricity			500	500	500	10
12	14,117	12,991	12,407	12		TOTAL MATERIALS & SERVICES	2		4,000	4,000	4,000	11
13				13	1.30-419.98-490.00-745-00	Cap Outlay- Other Airport			9,311	9,311	9,311	12
14				14	1.30-419.98-490.00-745-10	Cap Outlay- Rotating Beacon						13
15				15		TOTAL CAPITAL OUTLAY	3					14
16	5,666	5,666	5,366	16	1.30-419.98-491.01-000-00	Tran To- Admin Svcs						15
17	9,000	9,600		17	1.30-419.98-491.04-000-00	Tran To- Building Maintenance	remove maint		5,366	5,366	5,366	16
18			10,000	18	1.30-419.98-491.08-000-00	Tran To- General Fund Loan Repay						17
19	46	46		19	1.30-419.98-491.18-000-00	Tran To - Unemp Reserve			10,000	10,000	10,000	18
20	2,852			20	1.30-419.98-491.25-000-00	Tran To- Finance Fees						19
21	17,564	15,312	15,366	21		TOTAL INTER-FUND TRANSFERS	5					20
22	36,948	33,709	27,773	22		TOTAL REQUIREMENTS	9		15,366	15,366	15,366	21
23	(19,459)	10,602	(17,712)	23		CONTRIBUTION TO/(FROM) FUND			24,677	24,677	24,677	22
												23

T15 BROOKINGS AIRPORT FUND DETAILED RESOURCES/REQUIREMENTS

L I N E #	HISTORICAL DATA			L I N E #	RESOURCE/REQUIREMENT DESCRIPTION	Number of Employees	Range	1 1 Budget for Next Year 2012-2013			L I N E #
	Actual		Adopted Budget This Year 2011-12					Budget for Next Year 2012-2013			
	Second Preceeding Year 2009-10	First Preceeding Year 2010-11						Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body	
				Account Number	Account Description						
Tab 15			Tab 15			FUND - BOK - FAA GRANTS Dept			Tab 15		
1				1	1.30-419.88-331.00-000-01	Grant - FAA AIP 3-41-0008-05			-	-	1
2				2	1.30-419.88-331.00-000-02	Grant - FAA AIP 3-41-0008-06			-	-	2
3	4479			3	1.30-419.88-331.00-000-03	Grant - FAA AIP 3-41-0008-07			-	-	3
4	48693			4	1.30-419.88-331.00-000-04	Grant - FAA AIP 3-41-0008-08			-	-	4
5	23063	267		5	1.30-419.88-331.00-000-09	Grant - FAA AIP 3-41-0008-09			-	-	5
6		226769		6	1.30-419.88-331.00-000-10	Grant - FAA AIP 3-41-0008-10			-	-	6
7			366,000	7	1.30-419.88-331.00-000-11	Grant - FAA AIP 3-41-0008-11		366,000	366,000	366,000	7
8			16,000	8	1.30-419.88-335.00-000-09	GR - ODA - Rural Airports 09		-	-	-	8
9			24,000	9	1.30-419.88-335.00-000-10	GR - ODA - Rural Airports 10		-	-	-	9
10	300			10	1.30-419.88-380.00-000-00	Misc Revenue - BOK Grants		-	-	-	10
10				10	1.30-419.88-391.12-000-00	Tran In- 1.10 General Fund		17,795	17,795	17,795	10
11	9,891	4,820	(3,025)	11	1.30-419.88-399.00-000-00	Unrestricted Fund Balance			-	-	11
12				12	1.30-419.88-399.03-000-00	Restricted Fund Balance		2,768	2,768	2,768	12
13	86,426	231,856	402,975	13	TOTAL RESOURCES		10	386,563	386,563	386,563	13
14				14	1.30-419.88-490.00-110-00	Sal - Regular			-	-	14
15	-	-	-	15	TOTAL PERSONAL SERVICES		1	-	-	-	15
16		1,555		16	1.30-419.88-490.00-330-00	Pro Svcs - General		800	800	800	16
17	1,359			17	1.30-419.88-490.00-542-00	Advertising		500	500	500	17
18				18	1.30-419.88-490.00-615-00	Other Materials & Services			-	-	18
19	1,359	1,555	-	19	TOTAL MATERIALS & SERVICES		2	1,300	1,300	1,300	19
20				20	1.30-419.88-490.00-725-03	CAP - FAA AIP 3-41-0008-05			-	-	20
21		250		21	1.30-419.88-490.00-725-04	CAP - FAA AIP 3-41-0008-06			-	-	21
22	4,714			22	1.30-419.88-490.00-725-05	CAP - FAA AIP 3-41-0008-07			-	-	22
23	51,256			23	1.30-419.88-490.00-725-06	CAP - FAA AIP 3-41-0008-08			-	-	23
24	24,276	281		24	1.30-419.88-490.00-725-09	CAP - FAA AIP 3-41-0008-09			-	-	24
25		245,480		25	1.30-419.88-490.00-725-10	CAP - FAA AIP 3-41-0008-10			-	-	25
26			385,263	26	1.30-419.88-490.00-725-11	CAP - FAA AIP 3-41-0008-11		385,263	385,263	385,263	26
27	80,247	246,011	385,263	27	TOTAL CAPITAL OUTLAY		3	385,263	385,263	385,263	27
28				28	1.30-419.88-491.01-000-00	Tran To- Admin Svcs			-	-	28
29	-	-	-	29	TOTAL INTER-FUND TRANSFERS		5		-	-	29
30	81,606	247,566	385,263	30	TOTAL REQUIREMENTS		9	386,563	386,563	386,563	30
31	4,820	(15,710)	17,712	31	CONTRIBUTION TO/(FROM) FUND				-	-	31
32	(14,639)	(5,108)	-	32	CONTRIBUTION TO/(FROM) BROOKINGS AIRPORT FUND				-	-	32

Fund Summary

1. Total Personal Services.....	1	-	-	-
2. Total Materials and Services.....	2	10,611	10,611	10,611
3. Total Capital Outlay.....	3	385,263	385,263	385,263
5. Total Transfers	5	15,366	15,366	15,366
9. Total Requirements	9	411,240	411,240	411,240
10. Total Resources Except Property Tax	10	411,240	411,240	411,240

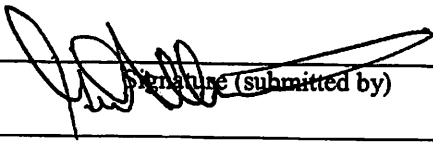
5,405
14,546
246,011
15,312
281,275
276,167
(5,108)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Community Development Block Grant

Recommended Motion:

Motion to authorize staff to work with Oregon Coast Community Action and Southwestern Oregon Community College in the preparation of a Community Development Block Grant application to fund the acquisition and remodel of the former SWOCC building on Alder Street for use as a Head Start facility.

Financial Impact: The City will serve as the "pass through" agency for the grant funding and will recover associated administrative costs through the grant award.

Background/Discussion:

Oregon Coast Community Action (ORCCA) and Southwestern Oregon Community College (SWOCC) have requested that the City apply for funding on their behalf under the Community Development Block Grant (CDBG) program to fund the acquisition and remodeling of the former SWOCC building on Alder Street for use as a Head Start program facility.

CDBG is a federally-funded program administered by the Oregon Infrastructure Financing Authority (IFA). CDBG funding can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes. While the City of Brookings is, generally, not eligible for CDBG funding due to the overall median income of residents of the City, certain projects can meet eligibility requirements when the income of a majority of their clients fall within the CDBG low/moderate income guidelines. In this case, ORCCA has estimated that 100 per cent of the program beneficiaries would be of low or moderate income. ORCCA estimates that the project will serve 175 people annually, including at least 52 children and their families.

The application being contemplated would request \$1,495,000 in CDBG funding for the project. There is no local match required.

The City is required to consider this application at two public meetings, one where the project is identified and publicly discussed, followed by a public hearing on the application. The application has been placed on the August 27, 2012, City Council agenda for initial discussion and will be noticed for public hearing at the City Council meeting of September 10, 2012.

The Planning Commission approved a Conditional Use Permit for the Head Start project in May.

Attachment(s):

- a. Project Notification and Intake Form and Budget



Project Notification & Intake Form

Prepared by: Becky Bryant
Regional Coordinator

Phone: 503-986-0096

This Project Notification & Intake Form (PNIF) has been prepared by the above named Regional Coordinator with information gathered from the Potential Applicant and with advice from other IFA staff.

Date PNIF Circulated for IFA Review:

Project Category: ☐ TA ☐ Const ☐ Other

County:

Population of potential applicant's jurisdiction:

Low/Mod Income: %

Median Household Income: \$

Distressed Area: ☐ Yes ☐ No ☐ Mixed

Rural: ☐ Yes ☐ No ☐ Mixed

SDWRLF Letter of Interest Number: SD- -

PORTFOL Numbers:

Client Number:

Deal Number:

CTS Concept Number:

Project Name: **Early Head Start Building Acquisition and Renovation**

Project Location: **420 Alder Street, Brookings, OR**

Potential Applicant: **City of Brookings, Oregon**

If potential applicant is an entity other than city or county, specify the type of entity (special district, authority, association, etc.) and identify the ORS under which the entity is formed.

Not Applicable: Applicant entity is a city.

Local Contact Name: Gary Milliman	Phone: 541-469-1100
	Fax: 541-469-3650
Title: City of Brookings City Manager	Email: gmilliman@brookings.or.us
Street Address: 898 Elk Drive	Mailing Address : 898 Elk Drive
Brookings OR 97415	Brookings OR 97415
City, State & Zip code:	City, State & Zip code:

Estimated Funding Request

	Amount	Status of Funding
Funding Assistance from IFA	\$ 1,500,000	n/a
Funds from potential applicant +	\$	<input type="checkbox"/> Pending <input type="checkbox"/> Available
Other Funds (identify source) +	\$	<input type="checkbox"/> Pending <input type="checkbox"/> Available
Other Funds (identify source) +	\$	<input type="checkbox"/> Pending <input type="checkbox"/> Available
Estimated Total Project Cost =	\$ 1,500,000	

Date of Project Cost Estimate: August 17, 2012 Estimate Prepared by: **Sid Scott, Architect**

If funding assistance from IFA includes a loan, how will a loan be repaid? No loan is necessary

Estimated Project Start Date: January 2013

Estimated Project Completion Date: December 2013

Estimated Date First Cash Reimbursement is needed: January, 2013

Readiness to Proceed for Construction Projects

For construction projects, the proposed project is (select one):

☐ Budgeted or will be budgeted within the potential applicant's FY2010-2011 budget.

☐ Planned to be budgeted within FY2011-2012.

☒ Planned to be budgeted within FY2012-2013.

☐ Planned to be budgeted later in: FY

For construction projects, has a licensed engineer or architect certified in a Master Plan, Facilities Plan or other technical report that the project is feasible and cost effective? ☐ Yes ☒ No

Date of Plan or Report:

If No, when will an engineering or architectural report be completed? **The project will include final design, and an architectural report will be completed as part of the design portion of project following project award.**

For construction projects, has the governing body of the potential applicant conducted a public meeting (Council or Board meeting, public hearing, workshop, etc.) to identify and discuss the proposed project, including such items as nature and need for project, starting date, financing requirements that may involve taking on additional debt, and consistency with+ the local comprehensive land use plan?

☐ Yes ☒ No

Type of public meeting:

Date of public meeting:

If No, when will a public meeting be held? Public meeting will be held on **September 10, 2012**

If Other Funds are identified as a pending or committed source of funding for the proposed project, identify when these funds are expected to be available and the actions needed to secure these funds. **No other funds are necessary for this project.**

If USDA Rural Development Funds are being identified as a source of permanent financing, what source of funding has been identified for interim construction financing? **USDA RD funds will not be used in the financing package for this project.**

Have interim construction funds been applied for?

☐ Yes ☐ No

If Yes:

Has there been approval?

☐ Yes ☐ No

If Yes, provide detailed information.

When will these interim funds be available?

Are there any limitations on the use of these interim funds?

☐ Yes ☐ No

Explain:

Project Description

Brief statement describing the problem or the opportunity:

South Coast Head Start, a program of Oregon Coast Community Action, has been working with Southwestern Oregon Community College to lease the facility previously used by the college before their new facility was completed. The Head Start program in Brookings has never owned a facility, and has therefore been

Project Description

susceptible to rent increases, changing landlords, and expensive renovations each time the program has moved in order to meet Federal and State Head Start requirements for each location they have occupied. In discussing lease terms with the College, it quickly became apparent that it was not financially feasible for the College to invest as much as was necessary into the building to meet Head Start building requirements. This Community Development Block Grant program would allow the City of Brookings to purchase the building and make the necessary renovations, providing the Head Start program with a permanent facility that meets the needs of the children attending the program and their families.

Brief statement describing the proposed solution to the identified problem or opportunity *(Include identification of whether the proposed solution is a planning (feasibility, preliminary engineering, etc.) only, final design only, construction only, or combined final design/construction project):*

This project will include final design and construction. The project will include the purchase of the building from Southwestern Oregon Community College for its appraised value, and renovation of that property to meet Head Start building requirements. This will provide a permanent facility in a central location with no lease or mortgage cost to the Head Start Program. This project will also provide Curry County families with a high quality building designed to serve the needs of their children. This facility will serve over 175 people annually in the Brookings area, including at least 52 children and their families.

Is the project consistent with the local acknowledged comprehensive plan? ☒ Yes ☐ No

Is the project listed on any local countywide or regional plan (e.g., adopted capital improvement plan, Master or Facility Plan, local inventory of planned projects, etc) ☐ Yes ☒ No

Will the project result in locating or expanding industrial or major commercial firm(s)? ☐ Yes ☒ No
If yes, firm's name and estimated number of jobs that will be created and/or retained.

For Water or Wastewater Projects Only

Current Monthly Residential User Charge

(assume 7,500 gallons per month water consumption):

\$_____/month Water \$_____/month Wastewater

Planned Monthly Residential User Charge at Construction Completion (Complete for Final Design Only, Construction Only, or combined Final Design & Construction)(must adequately cover operation, maintenance, replacement and debt financing):

\$_____/month Water \$_____/month Wastewater

What is the existing annual debt service for the existing system? \$_____

What amount, if any, of the existing annual debt service for the system is paid by property taxes?

\$_____/year Water \$_____/year Wastewater

What is the annual cost of material & services and personal services to maintain the existing system?

\$

What is the estimated cost of material & services and personal services for the new system?

\$

Does an Operation, Maintenance & Replacement (OM&R) Manual exist? ☐ Yes ☐ No

Does the potential applicant annually budget for both Maintenance and Replacement expenditures?

☐ Yes ☐ No

For Water or Wastewater Projects Only

COMPLIANCE

Is the utility now, or soon to be, out of compliance with State or Federal standards? ☐ Yes ☐ No

What regulatory agency has been contacted and when?

Is there written documentation or confirmation of the compliance issue? *If yes, attach.* ☐ Yes ☐ No

Will the proposed project bring the utility into compliance? *If no, attach explanation.* ☐ Yes ☐ No

USE	Current / Existing System		Future / At Completion of Construction	
	EDUs	Flow	EDUs	Flow
Residential				
Commercial & Business				
Industrial				
Other				
Total Uses				
Of Residential, Number occupied by Permanent Residents				
Percent Permanent Residential	%	%	%	%
Number of connections				
Number of Service Meters (for water)				

Are all current service connections required to be metered? ☐ Yes ☐ No

For Potential Water Projects Based on Safe Drinking Water Letters of Interest (LOIs)

Does the referenced LOI(s) include Green Project Reserve (GPR) Activity? ☐ Yes ☐ No

Has GPR Activity been identified since submittal of the referenced LOI(s)? ☐ Yes ☐ No

If No to both questions, skip the remainder of this section.

Does the entire potential project qualify for GPR designation? ☐ Yes ☐ No

If No, skip to the next question. If Yes, using the Green Project Reserve (GPR) Project Eligibility Guidance (EPA) Guidance dated April 20, 2010 describe what the GPR activity(ies) are and specify whether these activities qualify as **"green infrastructure, water efficiency improvements, energy efficient improvements, or environmentally innovative" GPR Types.**

If the potential project is not entirely a GPR project, do any component activities qualify as GPR? ☐ Yes ☐ No

If Yes, using the Green Project Reserve (GPR) Project Eligibility Guidance (EPA) Guidance dated April 20, 2010 describe what the GPR activity(ies) are and specify whether these activities qualify as **"green infrastructure, water efficiency improvements, energy efficient improvements, or environmentally innovative" GPR Types.**

What are the estimated costs for the identified GPR activities? Complete the table below.

Brookings Head Start Budget

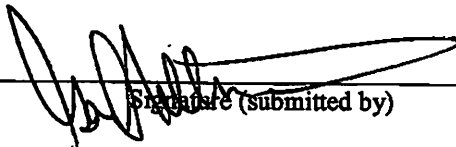
Construction Costs	\$650,000
Hazardous Material Removal	\$50,000
Dry Rot Repair	\$10,000
Grant Administration	\$25,000
Environmental Review	\$10,000
Soft Costs	\$150,000
Legal Costs	\$10,000
Construction Contingency	\$50,000
Property Purchase (est.)	\$540,000
TOTAL	\$1,495,000

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Vacation of Land on Memory Lane

Recommended Motion:

Motion to authorize staff to initiate vacation proceedings on two properties on Memory Lane designated as park land in the Twohy land division dated October 6, 1953.

Financial Impact:

The City will pay publishing, map preparation, ordinance preparation and filing fee costs. The City will experience ongoing savings by not maintaining property that has no public benefit.

Background/Discussion:

The City Council has reviewed information relating to real property interests held by the City that are surplus to the City's needs. Some of these properties are owned in "fee", while others are subject to reversion to adjacent properties as they were acquired through non-fee dedication. Two such properties are located on Memory Lane and were acquired by the City through dedication in connection with a land division in 1953. The subject properties are shown on the plat map as "parks", but are not of such size to be developed as public parks. The City has been maintaining these properties...mowing weeds and trimming trees...for 49 years using City parks staff resources. As the City is now restructuring its parks staffing, management has identified several properties that could be disposed of with no negative impact on the public, thus reducing the City's maintenance costs.

The City Attorney has outlined the following process to dispose of these surplus properties.

1. City Council authorize staff to initiate vacation proceedings.
 - a. Consent of property owners is not necessary. (ORS 271.130).
2. Planning Commission
 - a. Notice per BMC 17.84.030: Publish in newspaper; mail notice and map to all property owners within 250 feet of the subject parcel. The publication and mailing of notice must be complete at least 10 days prior to the hearing date.
 - b. Hearing/ Criteria per BMC 17.148.030: Findings necessary
 - i. A- compliance with comprehensive plan
 - ii. B- not applicable
 - iii. C- vacation will not substantially affect the market value of abutting property to the area proposed to be vacated
 - c. Findings and Recommendation to City Council
3. City Council

- a. Notice per ORS 271.110: publish notice in newspaper 1/per week for 2 consecutive weeks prior to hearing
- b. Posting per ORS 271.110: within 5 days of the first publication and at least 14 days prior to the hearing, post notice in two conspicuous places on the parcel
 - i. "Notice of City Park Vacation"
- c. Mailing per BMC 17.84.030: Mail notice and map to all property owners within 250 feet of the subject parcel at least 10 days prior to the hearing date.
- d. Hearing
 - i. Hear any objections, etc.
 - ii. Receive and file any remonstrances; per ORS 271.130, the City may not vacate the "park" if a majority of the area affected objects in writing.
 1. The "area affected" is the contiguous parcels only (24 and 25 respectively).
- e. Decision to Vacate: Adopt Ordinance vacating city park (ORS 271.150)
 - i. A certified copy of the ordinance and any map or other record in regard thereto shall be filed with the county clerk to be recorded with deeds, county assessor and county surveyor.

The subject properties would be vacated to the adjacent privately-owned parcels, specifically, to Lot 24 and Lot 25.

The City Manager sent a letter to both affected property owners notifying them of the City interest in conveying the properties to them on July 30, 2012. The City Manager has had subsequent verbal contact from the owner of Lot 24 indicating no objection to the proposal. Both property owners would receive formal notice as outlined above.

Attachment(s):


- a. Twohy land division map

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Council



Signature (Submitted by)

City Manager Approval

Subject: City Manager Compensation

Recommended Motion:

Motion to adjust the base salary for the City Manager to \$104,928, effective July 1, 2012, to require the City Manager to contribute 7.0 percent of the cost of the health insurance premium for coverage offered through City County Insurance Services, and to allocate a \$5,000 stipend for the City Manager's discretionary use as compensation for professional development.

Financial Impact:

A \$3,800 increase in salary costs. The \$5,000 stipend could be in the form of paid leave, travel and/or tuition.

Background/Discussion:

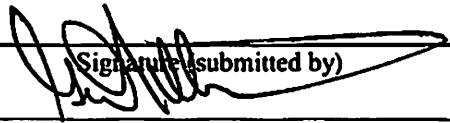
The City Council conducted its annual performance evaluation with the City Manager on July 23. Based upon the discussion in executive session, the following changes to the City Manager compensation package are proposed:

1. Provide the City Manager with the same 3.0 percent salary COLA as applied to all other City employees effective July 1, 2012. This would bring the City Manager's base salary to \$104,928, annually.
2. Provide that the City Manager will contribute 7.0 per cent toward the cost of health insurance coverage for he and his spouse, the same applied to all other City employees.
3. Allocate \$5,000 for the City Manager's discretionary use for professional development. The City Manager has indicated that he plans to utilize the \$5,000 to match the \$5,000 awarded from the International City/County Management Association to pay for professional development.

CITY OF BROOKINGS COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution 12-R-991, revised from August 13, 2012.

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:

At the City Council meeting of August 13, 2012, staff received direction to modify the Public Procurement and Contracting Policy such that any purchases or contracts over \$25,000 are brought before the City Council. Specifically, the changes incorporated into the revised policy provide that any purchases or contracts, not covered under an emergency, are to be brought to City Council for approval. Emergency purchases over \$25,000 and up \$150,000 must be brought to the City Council's immediate attention and must also appear on the next available City Council Agenda for City Council discussion.

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.

Attachment(s):

- a. Resolution 12-R-991
- b. Revised policy text
- c. August 13, 2012 Council Agenda Report

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 entirety.
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:
- (1) Promoting impartial and open competition;
 - (2) Using solicitation documents that are complete and contain a clear statement of contract specifications and requirements; and
 - (3) 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:
 - (1) The issuance of obligations, as defined in ORS 286A.100 and 287A.310, of a public body;
 - (2) 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
 - (3) 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 \$25,000 without obtaining Council approval with the exception of emergency purchases up to \$150,000 as provided under Section V.I, herein.
- 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 Finance & Human Resources (FHR) Director 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 FHR Department. 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. Purchases of \$5,001 up to \$150,000 may be made 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 FHR Department. The City Manager may approve any purchase in amounts up to \$25,000. Purchases in excess of \$25,000 must be approved by the City Council. Invoices must be stamped and coded, initialed and signed as received by the Department Head, and/or must be signed as approved by the City Manager, or Mayor, following City Council approval, as applicable, before payment can 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 \$150,000. 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 FHRD 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 FHR Department. 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 \$25,000 must be approved by the City Manager. Sole Source purchases that exceed \$25,000 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. Emergency purchases over \$25,000 and up to \$150,000 must be authorized by the City Manager or City Council. Any emergency purchase authorized by the City Manager over \$25,000 must be brought to the immediate attention of the City Council and must also appear on the next available City Council Agenda for Council discussion and deliberation. The City Council must authorize any emergency purchases over \$150,000. Invoices must be stamped and coded, initialed and signed as received by the City Manager or Mayor, following City Council approval, 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 \$25,000 or less without the approval of the City Council. Public improvement contracts of more than \$25,000 must be approved by 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.

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~~ **\$25,000** without obtaining Council approval **with the exception of emergency purchases up to \$150,000 as provided under Section V.I, herein.**

V. PROCUREMENT OF GOODS AND SERVICES

- C. Purchases of \$5,001 to \$150,000.

(1) Competitive Quotes/Proposals. Purchases of \$5,001 up to \$150,000 may be made 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 FHR Department. **The City Manager may approve any purchase in amounts up to \$25,000. Purchases in excess of \$25,000 must be approved by the City Council.** Invoices must be stamped and coded, initialed and signed as received by the Department Head, and/or must be signed as approved by the City Manager, **or Mayor, following City Council approval, as applicable,** before payment can 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 \$150,000. 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.

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 FHR Department. 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~~ **\$25,000** must be approved by the City Manager. Sole Source purchases that exceed ~~\$150,000~~ **\$25,000** must be approved by the City Council.

- 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.~~ **Emergency purchases over \$25,000 and up to \$150,000 must be authorized by the City Manager or City Council. Any emergency purchase authorized by the City Manager over \$25,000 must be brought to the immediate attention of the City Council and must also appear on the next available City Council Agenda for Council discussion and deliberation.** The City Council must authorize any emergency purchases over \$150,000. Invoices must be stamped and coded, initialed and signed as received by the City Manager **or Mayor, following City Council approval,** as applicable, before payment will be made.

VII. PUBLIC IMPROVEMENT CONTRACTS

- 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~~ **\$25,000** or less without the approval of the City Council. **Public improvement contracts of more than \$25,000 must be approved by the City Council.**

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

COUNCIL AGENDA REPORT

Meeting Date: August 27, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Annual Master Fee Schedule Review and Update.

Recommended Motion:

Adopt Resolution 12-R-993, adopting revisions to the Brookings Master Fee Schedule.

Financial Impact:

In addition to four new fees, 49 fees are proposed to receive a CPI adjustment of 1.4%, rounded to the nearest dollar. Proposed CPI increases range from \$.050 to \$96 with the majority (31) in the \$.050- \$5 range, six in the \$6-\$20 range and 12 in the \$21-\$96 range. The majority of increases over \$20 fall under the Planning category.

Background/Discussion:

In 2009, the City Council adopted a Master Fee Schedule under Resolution 09-R-910. The resolution provides that the Council may approve an annual fee adjustment based on the latest available Consumer Price Index. The July CPI-U was 1.4%. No CPI adjustment has ever been applied to this schedule. The last master fee schedule update was in March, 2011.

At its May, 2012 Workshop, Council reviewed proposed copy fee revisions related to color copies and oversized paper as well as the addition of room rental fees. A copy of the May, 2012 Council Workshop Report discussing these items is attached.

The revised schedule update, attached, includes a 1.4% CPI adjustment to 49 fee schedule items as well as changes proposed by Public Works and Development Director Loree Pryce pertaining to public works.

In particular, Pryce proposes to add a new \$40.00 Right of Use Permit fee and split the fees for Public Works Plan Review and Inspection.

Currently, there is only one fee to handle both phases of the Plan Review permitting process. The new fee structure as proposed by Pryce, provides for a \$100 per plan sheet fee for the review phase and retains the existing, (\$80 or 5% of the project cost, whichever is greater) fee for Permit Inspection. Also proposed is the incorporation of meter drop-in connection and service pipe extension/meter installation fees, as adopted under Resolution 12-R-981.

Attachment(s):

- a. Resolution 12-R-993 w/revised fee schedule as proposed
- b. 2011 Master Fee Schedule mark-up
- c. May, 2012 Council Workshop Report
- d. Resolutions 12-R-981 & 09-R-910
- e. July, 2012 CPI-U

**CITY OF BROOKINGS
State of Oregon**

RESOLUTION 12-R-993

A RESOLUTION OF THE CITY OF BROOKINGS UPDATING THE BROOKINGS MASTER FEE SCHEDULE, AND REPEALING RESOLUTION 11-R-954, EFFECTIVE SEPTEMBER 1, 2012.

WHEREAS, the City Council adopted the Brookings Master Fee Schedule under Resolution 09-R-910; and

WHEREAS, Resolution 09-R-910 established the method of updating the Brookings Master Fee Schedule (Fee Schedule) by Resolution, recognizing that the establishment of certain fees from time to time is necessary to recover the true cost of providing services; and

WHEREAS, Resolution 09-R-910 also provides that the City Council may apply an annual CPI adjustment to the Fee Schedule; and

WHEREAS, the last update to the Fee Schedule was in March, 2011;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brookings, Oregon, that the 2012 Brookings Master Fee Schedule, attached herein as Exhibit A, is hereby adopted, and Resolution 11-R-954 is repealed.

BE IT FURTHER RESOLVED, that the 2012 Brookings Master Fee Schedule will become effective on September 1, 2012.

Passed by the City Council _____, 2012.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 1 of 4

ADMINISTRATIVE - GENERAL

FEE

Business Licenses

Annual fee based on total number of employees reported on Form 132

0-10	\$61.00
11-25	\$101.00
26-50	\$152.00
51-75	\$303.00
76-100	\$607.00
101-200	\$1011.00
> 200	\$1517.00

Annual fee for businesses located outside City limits

\$76.00

Carnival and circus/per day

\$35.00

Temporary 90-Day

\$25.00 or ¼ annual fee
(whichever is greater)

Copying of City Records < 200 pages (per side) (1)

\$0.25 B&W/\$0.35 Color

Copying City Records using off-site services (when necessary)

Actual costs + staff time

Certified copies of City records

First page – (per side) (See note under Copying of City Records)

B&W \$1.00/Color \$1.10

Each additional page (per side)

B&W \$0.50/Color \$0.60

Driver's License Sanctions

\$15.00

Duplication of City audio/video recordings to CD or DVD

Personal Copy

\$15.00

Certified Copy

\$20.00

Electronic document preparation (10)

Electronic documents or files copied to CD or DVD

\$14.00

Electronic documents, <10MB and 10 files, sent electronically

No additional cost

Electronic documents, ≥10MB and/or 10 files, sent electronically

\$12.00

Paper to electronic conversion (per side) to PDF format, ≤ 11" x 17"

\$0.15/per side

Event Permit Request

Event Permit

\$36.00

Barricade and Cone Delivery (11)

TBD

Refundable Barricade/Cone Use

\$303.00

Fax - per page (single sided)

\$1.00

GIS Maps – Regular

\$12.00

GIS Maps – Ortho Background

\$25.00

GIS Mapping Research/Reports

\$480.00

Legal review of public records for exempt determination (2)

Actual legal costs

Lien Search

\$25.00

Liquor License Application – New/Annual Renewal

\$25.00

Liquor License Application – Temporary/Annual

\$25.00

Monitoring of public review of City files

\$35.00/hour

Meeting Room Rental – Council Chambers

\$20.00/hour

Meeting Room Rental – Fire Hall

\$10.00/hour

Notary Services – each signature

\$10.00

Payment Agreement- Set-up

Set-Up Fee

\$101.00

Late Fee

\$35/mth

Loan Rate

9%

Records Search

Actual Labor

Returned (NSF) Check

\$35.00

2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 2 of 4

Taxicab Driver's Permit/ Bi-Annual	\$30.00
Taxicab License/ Per Vehicle/Annual	\$66.00
Taxicab Photo Update	\$10.00

CAPELLA USE FEES

FEE

Basic Use Fee	\$101.00 /hr w/2 hr min
Security Deposit	\$202.00 /event

FIRE

FEE

Burn Permits	\$10.00
Burn to Learn	\$4046.00
Insurance Company Report	\$25.00
Copies of County Road Directory	\$15.00
Roadway Wash Down	\$101.00

PARKS/DAILY USE FEE (3)(4)

FEE

Bandshell/Stage Use/City Resident: <i>non-resident add 50%, non-profit subtract 50%</i>	\$40.00
Concession Stand w/restrooms	\$76.00
Concession Restrooms Only	\$25.00
Folding Picnic Table / each, per event (8)	\$20.00
Key replacement	\$25.00
Park Use/Commercial	
City Resident	
1-100	\$40.00
>Each additional 100	\$40.00
Non-City Resident	
1-5	\$101.00
6-30	\$152.00
31-60	\$303.00
61-100	\$405.00
>Each additional 100	\$51.00
Park Use/Standard	
City Residents; <i>non-resident add 50%, non-profit subtract 50%</i>	
0-200	\$40.00
201-400	\$76.00
401-600	152.00
601-1000	\$253.00
> Each additional 100	\$40.00

PLANNING

FEE

Annexation (5)	\$5,027.00
Appeal to City Council (9)	Equal to Application Fee
Appeal to Planning Commission	\$152.00
Combined Preliminary/Final Plat Approval	\$809.00
Comprehensive Plan Amendment (5)	\$3,631.00
Conditional Use Permit	\$,2574.00
Detailed Development Plan (5)	\$7,209.00
Extension of Time SUB/CUP	\$51.00
Lot Line Adjustment/Lot Line Vacation	\$142.00
LU Compatibility Statements	\$40.00
Master Plan Development (5)	\$8,496.00

2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 3 of 4

Minor Change	991.00
Partition	\$1,982.00
Mural Application	\$ 76.00 \$
Permit Clearance Review	\$167.00
Planned Unit Development (5)	\$4,428.00
Pre-Application Services (6)	\$521.00
Re-Notification	\$137.00
Sign Approval	\$131.00
Subdivision (5)	\$3,034.00
Subdivision Final Approval	\$152.00
Subdivision Replat (5)	\$2,023.00
Variance	\$2,412.00
Vacation	\$2,437.00
Workforce Housing Accessory Dwelling Registration Fee	\$51.00
Zone Change (without Comp Plan Amendment)	\$2,720.67

<u>POLICE</u>	<u>FEE</u>
Fingerprinting – per card	\$10.00
Intoxilizer	\$5.00
Police Reports/per report	\$10.00
Urinalysis	\$5.00

<u>PUBLIC WORKS</u>	<u>FEE</u>
Meter Drop-in Connection Fee	\$130.00
Public Works Permit Plan Review	\$100/plan sheet
Public Works Inspection (7)	\$80.00
	or 5% of project value, whichever is greater
Right to Use Permit	\$40.00
Service Pipe Extension and Meter Installation	
3 / 4 inch – inside City limits	\$2,790.00
3 / 4 inch – outside City limits	\$4,240.00
1 inch	\$3,236.00
1 – ½ inch	\$5,245.00
2 inch	\$7,253.00

SWIMMING POOL USE Established annually by City Manager or designee.

- (1) All copy charges are calculated based on a single-sided 8 ½ x 11 page. Single-sided 11x17 copies are charged as two (2) single sided pages. Large copying projects (>200 single sided pages or >100 double sided) will be charged actual copying and labor costs, with prior notification to, and acknowledgement of the requestor.
- (2) Determination of need for legal review must be made by the City Manager.
- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Non-profit groups holding events in City Parks during City wide events fully supported by Public Works staff and or considered a City sponsored event, such as the Azalea Festival, American Music Festival and Natures Coastal Holiday, will have the standard park use, concession stand, and bandshell fees waived.
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly, for staff and/or consultant's time and other associated costs incurred with

processing the application (including but not limited to planning, public works, engineering, City administration, legal and inspection services).

(6) Fee for the first meeting is applied to the application fee. Each pre-application meeting increases the application fee by \$515.00.

(7) Fee is collected at time of permit issuance.

(8) Tables may be rented at a reduced 50% rate with a minimum of 5 tables when both pick-up and delivery are handled by the applicant.

(9) Appeal fee will be equal to the applicable application fee and adjusted, up or down, based on final cost recovery.

(10) Fees noted are in addition to applicable records search fees. Any request requiring more than 1 hour of staff time for conversion, copying to disc, etc., will be charged the records search rate, in addition to standard fees, with prior notification to, and acknowledgement of the requestor. Sending and receiving of electronic files, and conversion of paper documents to PDF format, is limited to current available in-house technology.

(11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of barricades and cones.

PROPOSED 2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 1 of 4

RED = proposed additions and/or revisions

BOLD = additions previously adopted by separate resolution

ADMINISTRATIVE - GENERAL

FEE

Business Licenses

Annual fee based on total number of employees reported on Form 132

0-10	\$61.00	\$60.00
11-25	\$101.00	\$100.00
26-50	\$152.00	\$150.00
51-75	\$303.00	\$300.00
76-100	\$607.00	\$600.00
101-200	\$1011.00	\$1000.00
> 200	\$1517.00	\$1500.00

Annual fee for businesses located outside City limits

~~\$76.00~~ ~~\$75.00~~

Carnival and circus/per day

\$35.00

Temporary 90-Day

\$25.00 or ¼ annual fee
(whichever is greater)

Copying of City Records < 200 pages (per side) (1)

\$0.25 B&W/\$0.35 Color

Copying City Records using off-site services (when necessary)

Actual costs + staff time

Certified copies of City records

First page – (per side) (See note under Copying of City Records)

B&W \$1.00/Color ~~\$1.10~~

Each additional page (per side)

B&W \$0.50/Color ~~\$0.60~~

Driver's License Sanctions

\$15.00

Duplication of City audio/video recordings to CD or DVD

Personal Copy

\$15.00

Certified Copy

\$20.00

Electronic document preparation (10)

Electronic documents or files copied to CD or DVD

~~\$14.00~~ ~~\$13.50~~

Electronic documents, <10MB and 10 files, sent electronically

No additional cost

Electronic documents, ≥10MB and/or 10 files, sent electronically

\$12.00

Paper to electronic conversion (per side) to PDF format, ≤ 11" x 17"

\$0.15/per side

Event Permit Request

Event Permit

\$36.00

Barricade and Cone Delivery (11)

TBD

Refundable Barricade/Cone Use

~~\$303.00~~ ~~\$300.00~~

Fax - per page (single sided)

\$1.00

GIS Maps – Regular

\$12.00

GIS Maps – Ortho Background

\$25.00

GIS Mapping Research/Reports

~~\$480.00~~ ~~\$475.00~~

Legal review of public records for exempt determination (2)

Actual legal costs

Lien Search

\$25.00

Liquor License Application – New/Annual Renewal

\$25.00

Liquor License Application – Temporary/Annual

\$25.00

Monitoring of public review of City files

\$35.00/hour

Meeting Room Rental – Council Chambers

~~\$20.00/hour~~

Meeting Room Rental – Fire Hall

~~\$10.00/hour~~

Notary Services – each signature

\$10.00

Payment Agreement- Set-up

Set-Up Fee

~~\$101.00~~ ~~\$100.00~~

Late Fee

\$35/mth

Loan Rate

9%

PROPOSED 2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 2 of 4

RED = proposed additions and/or revisions

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Records Search	Actual Labor
Returned (NSF) Check	\$35.00
Taxicab Driver's Permit/ Bi-Annual	\$30.00
Taxicab License/ Per Vehicle/Annual	<u>\$66.00</u> \$65.00
Taxicab Photo Update	\$10.00

CAPELLA USE FEES

Basic Use Fee	<u>\$101.00</u> \$100.00 /hr w/2 hr min
Security Deposit	<u>\$202.00</u> \$200.00 /event

FIRE

Burn Permits	<u>FEE</u> \$10.00
Burn to Learn	<u>\$4046.00</u> \$4,000
Insurance Company Report	\$25.00
Copies of County Road Directory	\$15.00
Roadway Wash Down	<u>\$101.00</u> \$100.00

PARKS/DAILY USE FEE (3)(4)

Bandshell/Stage Use/City Resident: <i>non-resident add 50%, non-profit subtract 50%</i>	<u>FEE</u> \$40.00
Concession Stand w/restrooms	<u>\$76.00</u> \$75.00
Concession Restrooms Only	\$25.00
Folding Picnic Table / each, per event (8)	\$20.00
Key replacement	\$25.00
Park Use/Commercial	
City Resident	
1-100	\$40.00
>Each additional 100	\$40.00
Non-City Resident	
1-5	<u>\$101.00</u> \$100.00
6-30	<u>\$152.00</u> \$150.00
31-60	<u>\$303.00</u> \$300.00
61-100	<u>\$405.00</u> \$400.00
>Each additional 100	<u>\$51.00</u> \$50.00

Park Use/Standard

City Residents; *non-resident add 50%, non-profit subtract 50%*

0-200	\$40.00
201-400	<u>\$76.00</u> \$75.00
401-600	<u>152.00</u> \$150.00
601-1000	<u>\$253.00</u> \$250.00
> Each additional 100	\$40.00

PLANNING

Annexation (5)	<u>\$5,027.00</u> \$5000.00
Appeal to City Council (9)	Equal to Application Fee
Appeal to Planning Commission	<u>\$152.00</u> \$150.00
Combined Preliminary/Final Plat Approval	<u>\$809.00</u> \$800.00
Comprehensive Plan Amendment (5)	<u>\$3,631.00</u> \$3590.00
Conditional Use Permit	<u>\$2,574.00</u> \$2545.00

2012 Master Fee Schedule Update

PROPOSED 2012 BROOKINGS MASTER FEE SCHEDULE

Pg. 3 of 4

RED = proposed additions and/or revisions

BOLD = additions previously adopted by separate resolution

Detailed Development Plan (5)	<u>\$7,209.00</u>	<u>\$7128.00</u>
Extension of Time SUB/CUP	<u>\$51.00</u>	<u>\$50.00</u>
Lot Line Adjustment/Lot Line Vacation	<u>\$142.00</u>	<u>\$140.00</u>
LU Compatibility Statements		\$40.00
Master Plan Development (5)	<u>\$8,496.00</u>	<u>\$8400.00</u>
Minor Change	<u>991.00</u>	<u>\$980.00</u>
Partition	<u>\$1,982.00</u>	<u>\$1960.00</u>
Mural Application	<u>\$ 76.00</u>	<u>\$75.00</u>
Permit Clearance Review	<u>\$167.00</u>	<u>\$165.00</u>
Planned Unit Development (5)	<u>\$4,428.00</u>	<u>\$4200.00</u>
Pre-Application Services (6)	<u>\$521.00</u>	<u>\$515.00</u>
Re-Notification	<u>\$137.00</u>	<u>\$135.00</u>
Sign Approval	<u>\$131.00</u>	<u>\$130.00</u>
Subdivision (5)	<u>\$3,034.00</u>	<u>\$3000.00</u>
Subdivision Final Approval	<u>\$152.00</u>	<u>\$150.00</u>
Subdivision Replat (5)	<u>\$2,023.00</u>	<u>\$2000.00</u>
Variance	<u>\$2,412.00</u>	<u>\$2385.00</u>
Vacation	<u>\$2,437.00</u>	<u>\$2410.00</u>
Workforce Housing Accessory Dwelling Registration Fee	<u>\$51.00</u>	<u>\$50.00</u>
Zone Change (without Comp Plan Amendment)	<u>\$2,720.67</u>	<u>\$2690.00</u>

<u>POLICE</u>	<u>FEE</u>
Fingerprinting – per card	\$10.00
Intoxilizer	\$5.00
Police Reports/per report	\$10.00
Urinalysis	\$5.00

<u>PUBLIC WORKS</u>	<u>FEE</u>
Meter Drop-in Connection Fee	\$130.00
<u>Public Works Permit Plan Review</u>	<u>\$100/plan sheet</u>
Public Works Plan Review & Inspection (7)	\$80.00

or 5% of project value,
whichever is greater

Right to Use Permit \$40.00

Service Pipe Extension and Meter Installation	
3 / 4 inch – inside City limits	\$2,790.00
3 / 4 inch – outside City limits	\$4,240.00
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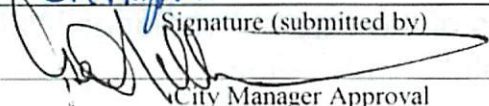
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- (11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of barricades and cones.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: May 7, 2012

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Annual Review of Master Fee Schedule.

Background/Discussion:

In 2009, the City Council adopted a Master Fee Schedule under Resolution 09-R-910. The resolution provides that the Council may approve an annual fee adjustment based on the latest available Consumer Price Index (CPI) for the Brookings area. The March CPI-U was 2.7%.

While the schedule was updated in March, 2011, most of the revisions related to the addition, deletion or modification of specific fees. No CPI adjustment has ever been applied to this schedule.

The only specific revisions being proposed to the schedule apply to copying charges and the addition of room rental fees.

Copy Fee Revisions: Currently the schedule calls for a flat per single-sided page fee for black and white and color copies. However, this fee does not take into account the additional cost of providing an 11x17 copy, which is equivalent to two 8 1/2 x 11 sized pages and therefore costs twice as much to produce. By modifying note (1) on page four of the schedule the City will be able to capture this additional cost.

Additionally, staff is proposing to revise the "Certified copies of City records" fees on page one of the schedule to include the cost differential for color copies and adding note (1) for clarification purposes.

Room Rental Fees: The other change proposed is the establishment of a Room Rental Fee. Presently, Council Chambers and the Fire Hall are provided for use by government agencies, non-profits and various community groups at no cost. Staff is proposing to charge a \$20 fee for Council Chamber use and \$10.00 for use of the Fire Hall. These fees would be in line with other local meeting room fees.

The current policy for reserving City Hall meeting rooms is that City use takes precedence over non-City use; this policy would not change.

Staff is seeking direction from City Council regarding a CPI adjustment and the proposed changes.

Attachment(s):

- a. Resolution 09-R-910
- b. 2011 Master Fee Schedule with proposed revisions
- c. CPI for March, 2012

CITY OF BROOKINGS

Resolution 12-R-981

In the Matter of a Resolution Adopting Rates, Fees and Charges to the Users of the City of Brookings Water Supply Services and Repealing Resolution 11-R-962.

WHEREAS, Ordinance No 88-O-432 provides for adoption of rates, fees and charges to the users of the City of Brookings water supply services; and

WHEREAS, the collection of reasonable rates, fees and charges are necessary to sustain the water system and water service;

WHEREAS, the City Council desires to have the monthly user charges for City of Brookings water supply services increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U), March to March;

WHEREAS, the City Council and Budget Committee understand that an increase of 9.8% is necessary to balance resources and requirements for 2012-2013;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective July 1, 2012, the following rates, fees and charges are hereby adopted:

Account setup/Administrative reconnect fee:		\$20.00 Nonrefundable
Monthly User Charges	Inside City Limits	\$10.75 Base Fee \$2.33 per 100 cu.ft. of usage
	Outside City Limits	\$21.50 Base Fee \$4.66 per 100 cu.ft.of usage
Service Deposit		
	High risk	\$ 300.00
	Medium risk	\$ 200.00
	Low Risk	\$ 0.00
Temporary Construction Service		\$ 90.00
<i>(Up to six month service. Service terminates upon receipt of certificate of occupancy or the end of the six month term, whichever occurs first. May apply for additional six months for additional \$90)</i>		
Non-occupant water usage		\$ 35.00 (14 calendar day maximum)

Vacation Turn – On	\$	35.00
-Outside City Limits	\$	45.00
Vacation Turn – Off	\$	35.00
-Outside City Limits	\$	45.00

Red Tag Fee Late Fee	\$	15.00
Delinquent Shut off Fee	\$	35.00
After Hours Call Out Fee	\$	130.00

Meter Test	\$	52.00
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Connection Fees:

Meter Drop – In	\$	130.00
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Service Pipe Extension and Meter Installation

3/4"	\$	2,790.00
3/4" – Outside City Limits	\$	4,240.00
1"	\$	3,236.00
1 1/2"	\$	5,245.00
2"	\$	7,253.00

BE IT FURTHER RESOLVED that Resolution 11-R-962 is repealed in its entirety.

Passed by the City Council May 29, 2012, and made effective July 1, 2012.



 Mayor Ron Hedenskog

Attest:



 City Recorder Joyce Hefington

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

In the Matter of a Resolution Adopting
the Brookings Master Fee Schedule and
repealing Resolution 06-R-760 in its
entirety .

} **Resolution 09-R-910**

WHEREAS, Chapter 1.10, Fees and Charges, of the Brookings Municipal provides for the establishment of a schedule of a Master Fee resolution for Administrative and other City services not otherwise defined by ordinance; and

WHEREAS, the collection of fees is necessary to recover the cost of providing such services through rates, fees and charges; and


WHEREAS, it is necessary to adjust and/or establish certain fees from time to time to recover the cost of providing services; and

WHEREAS, the proposed fees do not exceed the actual cost of providing the service;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective upon adoption, the attached schedule of rates, fees and charges, hereto referred to as Exhibit A, is hereby adopted and shall be modified as necessary to include new fees and adjusted annually for inflation and other cost increases by the amount and percentage increase of the then latest available Consumer Price Index factor for the Brookings area, subject to approval by City Council; and

BE IT FURTHER RESOLVED that the City Manager shall have the authority to interpret the provisions of this Resolution for purposes of resolving ambiguities and that Resolution 06-R-760 is repealed in its entirety.

Passed and made effective this 12th day of January, 2009.



Mayor Larry Anderson

Attest:



City Recorder Joyce Hefington

Consumer Price Index

Base period: 1982-84 = 100, not seasonally adjusted

CPI-U

	U.S. City Average			West – Size Class B/C		
	2012	2011	2010	2012	2011	2010
Jan.	2.9%	1.6%	2.6%	2.6%	1.2%	2.1%
Feb.	2.9%	2.1%	2.1%	2.3%	1.7%	1.4%
March	2.7%	2.7%	2.3%	2.2%	2.5%	1.6%
April	2.3%	3.2%	2.2%	1.8%	3.0%	1.7%
May	1.7%	3.6%	2.0%	1.6%	3.5%	1.4%
June	1.7%	3.6%	1.1%	1.5%	3.5%	0.5%
July	1.4%	3.6%	1.2%	1.1%	3.3%	0.7%
Aug.		3.8%	1.1%		3.3%	0.7%
Sept.		3.9%	1.1%		3.8%	0.3%
Oct.		3.5%	1.2%		3.7%	0.1%
Nov.		3.4%	1.1%		3.3%	0.4%
Dec.		3.0%	1.5%		2.7%	0.9%

CPI-W

	U.S. City Average			West – Size Class B/C		
	2012	2011	2010	2012	2011	2010
Jan.	3.1%	1.8%	3.3%	2.7%	1.2%	2.8%
Feb.	3.1%	2.3%	2.8%	2.4%	1.9%	2.0%
March	2.9%	3.0%	3.0%	2.2%	2.7%	2.3%
April	2.4%	3.6%	2.9%	1.8%	3.3%	2.2%
May	1.6%	4.1%	2.6%	1.6%	3.8%	1.8%
June	1.6%	4.1%	1.4%	1.6%	3.7%	0.7%
July	1.3%	4.1%	1.6%	1.2%	3.5%	0.9%
Aug.		4.3%	1.4%		3.6%	0.8%
Sept.		4.4%	1.4%		4.1%	0.4%
Oct.		3.9%	1.5%		3.9%	0.3%
Nov.		3.8%	1.3%		3.6%	0.5%
Dec.		3.2%	1.7%		2.9%	1.0%

Portland-Salem, OR-WA

	CPI-U Portland			CPI-W Portland		
	2012	2011	2010	2012	2011	2010
1st half	2.5%	2.6%	1.6%	2.2%	2.7%	2.5%
2nd half		3.1%	0.9%		3.3%	1.2%
Annual		2.9%			3.0%	

CPI information

These figures are reported by the Bureau of Labor Statistics.

You can hear the current figures anytime by calling (202) 691-6994.

All information and archives are online at www.bls.gov/cpi

CPI-U is the newer index, reflecting the buying habits of all urban households.

CPI-W is the revision of the “old CPI,” reflecting the buying habits of urban wage earners and clerical workers.

West – Size Class B/C is the CPI based on cities with populations of less than 1,500,000 in 13 Western states.

The percentage is the change over a 12-month period, except for Portland, which is:

1st Half

January through June
Published in August

2nd Half

July through December
Published in February

City of Brookings MEETING AGENDA

CITY COUNCIL

Monday, August 13, 2012

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

The City Council met in Executive Session at 6:29pm, 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."

Call to Order

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

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, Public Works & Development Director Loree Pryce, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Pilot Reporter Jane Stebbins and two others.

Ceremonies/Appointments/Announcements

Appointment of Mayor and City Manager to discuss the possible formation of a regional economic development agency with other agencies.

City Manager Milliman provided the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to appoint the Mayor and City Manager as the City's representatives in future discussion with other agencies concerning possible formation of a regional economic development agency.

Staff Reports

Authorization to execute Memorandum of Understanding (MOU) with Brookings Harbor Garden Club (BHGC) with respect to City property landscape maintenance.

Director Pryce provided the staff report.

Councilor Pieper asked if this would decrease the City's payroll costs. Pryce said it would not due to the July 1st restructuring; the \$3,000 stipend would come from Parks maintenance contract funds.

In response to a question from the Mayor, City Manager Milliman said the work involves the City Hall courtyard, the area between Chetco and Ross Road, and Bankus Fountain.

Hedenskog said this would leave little more to do along 101 and Pryce said staff would still be handling mowing and weeding; BHGC would be doing the more detailed work requiring a different skill set.

Councilor Pieper said he thought it was a good idea and hoped BHGC would get credit through signage and that payroll should reflect contracted work.

Councilor Gordon moved, a second followed and Council voted unanimously to authorize the Mayor to execute the Memorandum of Understanding with Brookings Harbor Garden Club with respect to City property landscape maintenance.

Discussion and direction to staff regarding water rate adjustment request from the Southern Curry Cemetery Maintenance District.

City Manager Milliman provided the staff report.

Councilor Hodges said giving the District consideration beyond what they are already getting, which is the same as that given to the City and schools, would "open the floodgates" to others; Councilor Gordon agreed.

Councilor Pieper moved, a second followed and Council voted unanimously to continue billing the Cemetery with the rate of a single family residence and in-City, with no change to the current billing.

Award bid for Bud Cross Access Ramp Improvements to McLennan Excavation, Inc, in the amount of \$117,000 with additional contingency not to exceed \$44,380 for continued sidewalk improvements along Third Street.

Director Pryce provided the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to award a contract to McLennan Excavation, Inc., as the lowest responsible bidder in the amount of \$117,000 for construction of the Bud Cross Park Access Ramp Improvement Project and authorize the additional contingency not to exceed \$44,380 for continued sidewalk improvements along Third Street.

Direction to staff regarding the City's possible participation in the Brookings Healthy Communities Vision Council.

Councilor Pieper said it was a worthy cause and if there is a willing volunteer the City should be represented in some capacity.

Milliman said he did not think staff had the resources to participate.

Councilor Gordon volunteered to participate until the end of this term.

Mayor Hedenskog moved, a second followed and Council voted unanimously to appoint Councilor Gordon to the Brookings Healthy Communities Vision Council.

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 Milliman provided the staff report.

Councilor Hodges said someone with a marketing background would make a good addition.

Councilor Pieper said five members were too few due to the high level of interest. Council, he said, "...has a good bead on how meetings should be run efficiently and I think a Councilor there just to facilitate the public would be a good idea." He said he would be willing to donate his time to ensure the meeting "stays on track."

Councilor Gordon said the stakeholders, because they are closest to the customers, have a better idea of what our tourists want. Council, he said, would make the final decisions and did not need to be involved in the day-to-day.

Councilor McClain said he liked the idea of five members and agreed with Councilor Gordon that it's probably best that Council not be involved. He said he would like to see what the committee comes up with on its own and suggested adding a realtor to the membership mix.

City Attorney Rice said that the meetings would be public and there was nothing legally wrong with having a Council member on the committee.

Councilor Gordon said he did not think it was appropriate for Council members to make decisions as part of a committee and then vote on those decisions at the Council level.

Councilor Pieper said the committee was going to be more round table discussion than formal and for time efficiency it would be best to have a Council member facilitate the committee.

Councilor Gordon asked Councilor Pieper if he was saying that no one besides the Council who could run a meeting efficiently and Pieper said, "It is not necessarily the strength of some of these people that walk in and have no experience with City government and how meetings are run." Relating his experience on URAC, Pieper added, "I've seen it, and from experience, I know that sometimes they need a little help."

Councilor Gordon said a number of current Council members had no previous experience working with committees or groups in government or in the corporate world. "You learn over time," he said.

Mayor Hedenskog asked about the committee's format and Milliman said the committee would be advisory in nature and that, similar to URAC, it would only be making recommendations. Rather than formalizing it ordinance form at this time, Milliman proposed keeping it informal initially until Council could evaluate its performance.

Mayor Hedenskog asked if it would be too early to include a Port member and Milliman said that would be entirely up to the committee. Council, he said, could decide to take applications and then decide on the appropriate mix for the committee based on the applications or other criteria.

Councilor Pieper expressed concern that by not formalizing the committee at the outset, when it was formalized, committee members who no longer met the committee's criteria might be excluded after having volunteered a considerable amount of time.

Councilor Hodges said a Councilor could express an opinion without formal participation on the committee and that was in favor of seven members. He also said Milliman was more than capable of handling the meeting. Council, he said, was already doing a lot of things outside the box, and that was a compliment to the City Manager. He suggested that Council let the committee take shape and see where it goes.

Councilor McClain said he was in favor of trusting the City Manager to start the meeting informally, decide if the group should be five or seven members and then come back to Council with his recommendations.

Mayor Hedenskog moved, a second followed and Council voted unanimously to create a five to seven 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 report back to the City Council on the effectiveness of said program.

Public Hearings/Ordinances/Resolutions/Final Orders

Resolution 12-R-992 authorizing the Mayor to execute the U.S. Economic Development Administration Brookings Airport Infrastructure Co-Applicant Agreement and designate the City Manager as recipient contact.

City Manager Milliman provided the staff report.

Councilor Hodges said it was not often the City had a chance to apply for this amount of funding. He asked if there would be a possibility of annexing the airport and Milliman said that Council might want to discuss it at the workshop on the 20th.

Councilor McClain asked about savings, and Milliman said there would be some related to pumping but the intent of the project was oriented toward growth.

Councilor McClain said if the airport ever became busy it could create a huge noise nuisance as well as a traffic issue and he would rather work with Crescent City on their airport. He said he liked the idea of adding light industrial at the Brookings airport, however, and wondered if the City had the funds.

Milliman said it would have to be financed and there were potential SDCs for water and tentatively approved wastewater slide funds already included in the financing which could count toward the sewer match.

Mayor Hedenskog asked if the water storage tank proposed would meet the Water Master Plan storage capacity goal and City Manager Milliman said it would, but pointed out that there is a failing tank on LaBonte Lane that needs to be replaced.

Councilor Pieper said having a light industrial area could be "huge" and added that this could be a "build it and they will come" situation.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 12-R-992, [authorizing the Mayor to execute the U.S. Economic Development Administration Brookings Airport Infrastructure Co-Applicant Agreement and designate the City Manager as recipient contact].

Resolution 12-R-991 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 Milliman provided the staff report and City Attorney Rice added that, regarding preference, there are state and federal laws that would require the City to demonstrate that contractors are being impacted by virtue of being located in the City in a percentage equal to the preference being provided, and she did not believe that the City would be able to do this.

Councilor Gordon asked if inviting only local contractors to bid on certain jobs would limit the possibility of getting a lower bid from someone outside the area and Milliman said it potentially could. Gordon said the City and its citizens would not then benefit from the lowest possible price.

At the Mayor's request, Milliman reviewed the proposed changes in category limits and pointed out that the City already uses the intermediary process in some cases.

Councilor McClain asked what level the City Manager is currently able to approve without Council approval and Milliman said, \$25,000. McClain then asked why the limit had been raised to \$150,000.

Rice said the limits allowed by the state and the City Manager had been matched for ease of process, but it could be otherwise structured.

Councilor McClain said he was comfortable with Milliman making decisions under the new limits, but pointed out that Milliman would not always be around. He said it was great to keep things local but wondered if it made sense to pay significantly more to do so.

Councilor Hodges said the City had saved \$140,000 on the EOC project by bidding locally and Councilor McClain pointed out that the reason for the savings was that the project had been restructured before being re-bid.

Milliman suggested that any expenditure above \$25,000 could be reported back to Council.

There was considerable discussion regarding the proposed limits and whether Council wanted to receive reports or have approval. Council generally agreed that anything above \$25,000 should be

brought to Council for approval and Milliman said he would make changes and bring the resolution back to Council.

Councilor Pieper moved, a second followed, and Council voted unanimously to continue the matter of Resolution 12-R-991 to a future date.

Ordinance 12-O-701 repealing Brookings Municipal Code Chapter 2.45, Local Contract Review Board, in its entirety.

City Manager Milliman provided the staff report.

Councilor Gordon moved, a second followed and Council voted unanimously to do a first reading of Ordinance 12-O-701 by title only.

Mayor Hedenskog read the title.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading of Ordinance 12-O-701 by title only.

Mayor Hedenskog read the title.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Ordinance 12-O-701 [repealing Brookings Municipal Code Chapter 2.45, Local Contract Review Board, in its entirety].

Consent Calendar

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

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

Adjournment

Councilor Gordon moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:57pm.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2012:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
TAXES	2,537,288.00	23,594.03	23,594.03	2,513,673.97	.9
LICENSES AND PERMITS	94,500.00	8,985.25	8,985.25	85,514.75	9.5
INTERGOVERNMENTAL	589,500.00	8,459.87	8,459.87	581,040.33	1.4
CHARGES FOR SERVICES	177,500.00	15,174.87	15,174.87	162,325.33	8.6
OTHER REVENUE	88,000.00	5,756.47	5,756.47	80,243.53	6.7
TRANSFERS IN	193,929.00	.00	.00	193,929.00	.0
	3,678,697.00	61,970.09	61,970.09	3,616,726.91	1.7
EXPENDITURES					
JUDICIAL:					
PERSONAL SERVICES	14,048.00	.00	.00	14,048.00	.0
MATERIAL AND SERVICES	8,300.00	300.00	300.00	8,000.00	3.6
CAPITAL OUTLAY	2,000.00	.00	.00	2,000.00	.0
	24,348.00	300.00	300.00	24,048.00	1.2
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	158,373.00	24,568.34	24,568.34	133,804.66	15.5
MATERIAL AND SERVICES	81,800.00	5,522.87	5,522.87	76,277.33	6.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	240,173.00	30,091.01	30,091.01	210,081.99	12.5
POLICE:					
PERSONAL SERVICES	1,779,387.00	184,221.76	184,221.76	1,595,145.24	10.4
MATERIAL AND SERVICES	150,740.00	1,985.58	1,985.58	148,754.42	1.3
CAPITAL OUTLAY	401,100.00	3,053.00	3,053.00	398,047.00	.8
TRANSFERS OUT	15,000.00	.00	.00	15,000.00	.0
	2,346,207.00	189,260.34	189,260.34	2,156,946.66	8.1
FIRE:					
PERSONAL SERVICES	168,625.00	20,563.90	20,563.90	148,061.10	12.2
MATERIAL AND SERVICES	122,500.00	4,028.71	4,028.71	118,471.29	3.3
CAPITAL OUTLAY	79,580.00	.00	.00	79,580.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	370,705.00	24,592.61	24,592.61	346,112.39	6.6
PLANNING AND BUILDING:					
PERSONAL SERVICES	191,352.00	20,845.53	20,845.53	170,506.47	10.9
MATERIAL AND SERVICES	68,000.00	396.48	396.48	65,603.52	.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	257,352.00	21,242.01	21,242.01	236,109.99	8.3

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	54,854.00	5,324.03	5,324.03	49,529.97	9.7
MATERIAL AND SERVICES	78,900.00	1,777.24	1,777.24	77,122.76	2.3
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>143,754.00</u>	<u>7,101.27</u>	<u>7,101.27</u>	<u>136,652.73</u>	<u>4.9</u>
ADMINISTRATIVE SERVICES:					
PERSONAL SERVICES	114,228.00	27,733.84	27,733.84	86,494.16	24.3
MATERIAL AND SERVICES	32,600.00	568.67	568.67	32,031.33	1.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>146,828.00</u>	<u>28,302.51</u>	<u>28,302.51</u>	<u>118,525.49</u>	<u>19.3</u>
SWIMMING POOL:					
PERSONAL SERVICES	56,449.00	18,241.69	18,241.69	38,207.31	32.3
MATERIAL AND SERVICES	41,180.00	8,180.04	8,180.04	32,999.96	19.9
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
	<u>107,629.00</u>	<u>26,421.73</u>	<u>26,421.73</u>	<u>81,207.27</u>	<u>24.6</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	157,500.00	2,184.27	2,184.27	155,315.73	1.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	67,000.00	.00	.00	67,000.00	.0
CONTINGENCIES AND RESERVES	690,201.00	.00	.00	690,201.00	.0
	<u>914,701.00</u>	<u>2,184.27</u>	<u>2,184.27</u>	<u>912,516.73</u>	<u>.2</u>
	<u>4,551,697.00</u>	<u>329,495.75</u>	<u>329,495.75</u>	<u>4,222,201.25</u>	<u>7.2</u>
	<u>(873,000.00)</u>	<u>(267,525.66)</u>	<u>(267,525.66)</u>	<u>(605,474.34)</u>	<u>(30.6)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	510,000.00	30,094.39	30,094.39	479,905.61	5.9
OTHER REVENUE	300.00	85.00	85.00	215.00	28.3
TRANSFER IN	.00	.00	.00	.00	.0
	<u>510,300.00</u>	<u>30,179.39</u>	<u>30,179.39</u>	<u>480,120.61</u>	<u>5.9</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	121,982.00	4,780.15	4,780.15	117,201.85	3.9
MATERIAL AND SERVICES	195,600.00	1,193.49	1,193.49	194,406.51	.6
CAPITAL OUTLAY	208,300.00	.00	.00	208,300.00	.0
TRANSFERS OUT	24,610.00	.00	.00	24,610.00	.0
CONTINGENCIES AND RESERVES	65,798.00	.00	.00	65,798.00	.0
	<u>616,300.00</u>	<u>5,983.64</u>	<u>5,983.64</u>	<u>610,316.36</u>	<u>1.0</u>
	<u>616,300.00</u>	<u>5,983.64</u>	<u>5,983.64</u>	<u>610,316.36</u>	<u>1.0</u>
	<u>(106,000.00)</u>	<u>24,195.75</u>	<u>24,195.75</u>	<u>(130,195.75)</u>	<u>22.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,395,000.00	7,005.06	7,005.06	1,387,994.94	.5
OTHER INCOME	2,000.00	.00	.00	2,000.00	.0
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,397,000.00</u>	<u>7,005.06</u>	<u>7,005.06</u>	<u>1,389,994.94</u>	<u>.5</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	596,281.00	46,280.44	46,280.44	550,000.56	7.8
MATERIAL AND SERVICES	325,250.00	4,191.48	4,191.48	321,058.52	1.3
CAPITAL OUTLAY	68,300.00	.00	.00	68,300.00	.0
	<u>989,831.00</u>	<u>50,471.92</u>	<u>50,471.92</u>	<u>939,359.08</u>	<u>5.1</u>
WATER TREATMENT:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	379,002.00	.00	.00	379,002.00	.0
CONTINGENCIES AND RESERVES	138,667.00	.00	.00	138,667.00	.0
	<u>517,669.00</u>	<u>.00</u>	<u>.00</u>	<u>517,669.00</u>	<u>.0</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,507,500.00</u>	<u>50,471.92</u>	<u>50,471.92</u>	<u>1,457,028.08</u>	<u>3.4</u>
	<u>(110,500.00)</u>	<u>(43,466.88)</u>	<u>(43,466.88)</u>	<u>(67,033.14)</u>	<u>(39.3)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
CHARGES FOR SERVICES	2,650,500.00	27,599.46	27,599.46	2,622,900.54	1.0
OTHER REVENUE	3,000.00	.00	.00	3,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>2,653,500.00</u>	<u>27,599.46</u>	<u>27,599.46</u>	<u>2,625,900.54</u>	<u>1.0</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	426,141.00	35,469.74	35,469.74	390,671.26	8.3
MATERIAL AND SERVICES	250,100.00	3,029.10	3,029.10	247,070.90	1.2
CAPITAL OUTLAY	24,900.00	.00	.00	24,900.00	.0
	<u>701,141.00</u>	<u>38,498.84</u>	<u>38,498.84</u>	<u>662,642.16</u>	<u>5.5</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	436,275.00	37,226.58	37,226.58	399,048.42	8.5
MATERIAL AND SERVICES	466,600.00	8,311.94	8,311.94	458,288.06	1.8
CAPITAL OUTLAY	302,400.00	.00	.00	302,400.00	.0
TRANSFERS OUT	1,075,705.00	.00	.00	1,075,705.00	.0
CONTINGENCIES AND RESERVES	239,379.00	.00	.00	239,379.00	.0
	<u>2,520,359.00</u>	<u>45,538.52</u>	<u>45,538.52</u>	<u>2,474,820.48</u>	<u>1.8</u>
	<u>3,221,500.00</u>	<u>84,037.36</u>	<u>84,037.36</u>	<u>3,137,462.64</u>	<u>2.6</u>
	<u>(568,000.00)</u>	<u>(56,437.90)</u>	<u>(56,437.90)</u>	<u>(511,562.10)</u>	<u>(9.9)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2012

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	509,838.00	.00	.00	509,838.00	.0
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	1,000,500.00	.00	.00	1,000,500.00	.0
	<u>1,510,338.00</u>	<u>.00</u>	<u>.00</u>	<u>1,510,338.00</u>	<u>.0</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	.00	70,000.00	.0
CAPITAL OUTLAY	1,372,397.00	.00	.00	1,372,397.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	417,941.00	.00	.00	417,941.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,860,338.00</u>	<u>.00</u>	<u>.00</u>	<u>1,860,338.00</u>	<u>.0</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,860,338.00</u>	<u>.00</u>	<u>.00</u>	<u>1,860,338.00</u>	<u>.0</u>
	<u>(350,000.00)</u>	<u>.00</u>	<u>.00</u>	<u>(350,000.00)</u>	<u>.0</u>