

AGENDA

City of Brookings

Common Council Meeting
Brookings City Hall, Council Chamber
898 Elk Drive, Brookings, Oregon
Monday, July 10, 2006, 7:00 p.m.

Beginning at **6:00 p.m.**, before the regularly scheduled Common Council meeting, the Council will meet for a **work/study session** to discuss the **Fire Department Mutual Aid Agreement**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

A. Ceremonies

1. *Certificates of Appreciation*
 - a. Tidewater Contractors, Inc. [pg. 5]
 - b. Oregon Department of Transportation [pg. 7]

B. Announcements

1. *Yard of the Month* – Jayne & Scott Scales, 17295 Garvin Court [pg. 9]
2. *Most Improved Property* – George Dreiszus, 206 Del Norte [pg. 11]
3. *Commercial Property* – Brookings Presbyterian Church, 540 Pacific Ave [pg. 13]

V. Oral Requests and Communications from the Audience

A. Committee and Liaison reports

1. **Chamber of Commerce**
2. **Council Liaisons**

B. Public Comment – limited to a maximum of 5 minutes per person

A public comment card, located near the southern council door, **must be completed and turned into the Administrative Assistant** prior to the beginning of the meeting or prior to approaching the podium to speak.

VI. Regular Agenda

- A. Discussion and possible approval of Mutual Aid Agreement (Fire Department) [pg. 15]
- B. Discussion and possible acceptance/approval of Fire Department grant and contract award [pg. 23]
- C. Discussion and possible approval of contract with Parametrix [pg. 29]

- D. Discussion and possible approval of contract with Craig Stone & Associates [pg. 43]
- E. Discussion and possible approval of land use attorney contract with James Spickerman, Gleaves, Swearingen, Potter, & Scott, LLP [pg. 53]

VII. Consent Calendar

- A. Approval of Council Meeting Minutes
 - 1. Meeting of June 26, 2006 [pg. 57]
- B. Approval of Liquor License Application for **Pine Cone Tavern** [pg. 63]
- C. Approval of vouchers for month of June, 2006 (\$260,179.30) [pg. 65]

VIII. Remarks from Mayor and Councilors

- A. **Council**
- B. **Mayor**

IX. Adjournment

EVENTS

July 2006

July 2006							August 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30	31		

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					July 1
					2
					3
					4
9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	City Hall CLOSED - 4th of July Hol 8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palicki-X217	9:00am CC - Water Line Project Meeting 10:00am CC- Site Plan Com 1:30pm CC Land 7:00pm FH-PoliceReserves	9:00am CC-Crm Stoppers 3:00pm CC SafetyComMtg Kathy Dunn		8
					9
					10
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	10:00am FH-Brookings Rural Fire District-Phil Cox-469-5729 7:00pm CC Planning Commission	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	3:00pm CC Urban Renewal Advisory Committee		15
					16
					17
9:30am CC-VIPS/Volunteers in Police Service-BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palic 6:30pm FH-American Red Cross Mtg/Karen	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code 6:00pm FH Woman's	1:00pm CC-Municipal Court		22
					23
					24
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	10:00am CC ODOT Cars mtg 7:00pm CC-Parks & Rec Comm/City Manager		29
					30
					31
7:00pm FH-FireTng/ChShrp (Fire Hall)					CC Traffic School with Marvin 225

CC= Council Chambers
FH = Fire Hall
CM = City Mgr's office

7/6/2006 8:32 AM

PARKS

July 2006

July 2006							August 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	1	6	7	8	9	10	11	12
9	10	11	12	13	14	8	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					July 1
					2
3	4	5	6	7	8
				6:00pm Hill Family Picnic (Kidtown Picnic Area)	9:00am Stout Park Art in the Park
					12:00pm AZ AMF Blues Box
10	11	12	13	14	15
					AZ BBQ's and horseshoe pits be
					16
17	18	19	20	21	22
					AZ Friends for Justin Relay Fundra
					23
					12:00pm AZ AMF Molly's Revenge
24	25	26	27	28	29
			7:00pm Parks & Rec Mtg. (Council Chambers)		Hold for Hayley Farr 412-7906
					30
					Hold Mike Whitman Easter in July
31					

CC= Council Chambers
ST = Stout Park
BC = Bud Cross
FH = Fire Hall

7/6/2006 8:34 AM

Certificate of Appreciation

Awarded to

Tidewater Contractors, Inc.

FOR THEIR HARD WORK AND COLLABORATION ON THE
CHETCO AVENUE PROJECT



City of Brookings Manager
Dale Shaddox


City of Brookings Mayor
Pat Sherman


Certificate of Appreciation

Awarded to

Oregon Department of Transportation

FOR THEIR HARD WORK AND COLLABORATION ON THE
CHETCO AVENUE PROJECT


City of Brookings Manager
Dale Shaddox

 6/21/06
City of Brookings Mayor
Pat Sherman



Yard of the Month

Jayne & Scott Scales

17295 Garvin Court, Brookings, OR

Location

July, 2006

For Month and Year

Pat Sherman

Pat Sherman, Mayor of the City of Brookings

July 7th, 2006

Date

Dale Shaddox

Dale Shaddox, City Manager of the City of Brookings

City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-2163



Commercial Property of the Month

Brookings Presbyterian Church

540 Pacific Avenue, Brookings, Oregon

Location

July, 2006

For Month and Year

Pat Sherman

Pat Sherman, Mayor of the City of Brookings

July 7th, 2006

Date

Dale Shaddox

Dale Shaddox, City Manager of the City of Brookings

City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-2163



Most Improved Property of the Month

George Dreiszus

206 Del Norte, Brookings, Oregon

Location

July, 2006

For Month and Year

July 7th, 2006

Date

Pat Sherman, Mayor of the City of Brookings

Dale, Shaddox, City Manager of Brookings




City of Brookings
898 Elk Drive
Brookings, OR 97415
(541) 469-2163



City of Brookings – Fire Department
898 Elk Drive
Brookings, OR 97415
(541) 469-1140, Fax: 469-3650
bsharp@brookings.or.us
www.brookings.or.us



Memo

To: Mayor, Council
From: William Sharp, Fire Chief 
Date: 4/11/06
Re: Cal/Or Mutual Aid Agreement

A cross County mutual aid agreement was established to provide assistance to other communities approximately 20 years ago when there were few Fire Departments and even fewer Fire Districts in Curry and Del Norte Counties. The Brookings Fire Department has operated under this agreement (primarily just a good ole boy handshake agreement) since that time. Until recently, no one paid much thought or concern to the agreement as I would presume the old adage of "why fix what isn't broke" probably applied. About three years ago our community experienced the Biscuit Fire. That experience brought to our attention that our mutual aid agreement had many flaws and holes and was in need of revisions. Your Fire Chief, being the County Fire Chief as well, decided that it was time for someone to step up and provide leadership to achieve that goal. For the last three years I have worked on this project to have a Curry and Del Norte County mutual aid agreement for structural and wildland fire agencies. With this agreement we would be able to request or provide valuable manpower and equipment at no charge to other City and District fire agencies in need of help. No agencies covered by the agreement are bound to provide assistance to another agency; It is our choice based on the situation and our position at the time. This agreement is based upon the model mutual aid agreement put forth by the Oregon State Fire Marshal's Office. It was developed after considerable time and effort by a task force assigned by the State Fire Marshals office. It has also been scrutinized and evaluated by the State of Oregon legal system before inclusion in the State Fire Marshals State Fire Mobilization plan.

I have provided you a copy of the final draft document for your evaluation and understanding. My plan by making this available to you, is to invite your questions and discussion on this matter. In the near future, this document will be brought forward for the actual signing of all agencies involved.

CAL/OR FIRE CHIEFS MUTUAL AID AGREEMENT

OVERVIEW

The State Fire Marshal encourages Oregon departments that respond outside their jurisdictions to enter into formal mutual aid agreements.

ORS 190.010 authorizes local governments to enter into agreements with neighboring governmental entities for the performance of any and all functions which the parties to the agreement are authorized to perform.

In accordance with this statute, fire service districts enter into mutual aid agreements for services, including emergencies which have the potential to overwhelm the resource capabilities within a single district. These agreements are integral parts of the *Mobilization Plan* as administered by the Office of State Fire Marshal.

CAL/OR FIRE CHIEFS MUTUAL AID AGREEMENT

INTRODUCTION

WHEREAS, certain disasters have the potential of outstripping the capacity of any community to effectively protect life and property,

WHEREAS, the parties desire to combine and coordinate their resources for responses to disasters occurring in their jurisdictions,

NOW, THEREFORE, under the authority of ORS Chapter 190, it is agreed between the Cal/Or Fire Chiefs as follows:

This Agreement shall be effective on the date signed by all parties, and shall be effective as to each additional party as provided in Section 18 of this Agreement, and is entered into for the purpose of securing to each party periodic emergency assistance for response to emergencies resulting from any cause.

AUTHORITY This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the agreement, its officers or agencies, have authority to perform, and ORS 190.010 authorizes units of state and local governments to enter into agreements with each other to cooperate in the performance of their duties. Additionally, ORS Chapters 453, 476 and 401 authorize the State Fire Marshal and the Administrator of the Oregon Emergency Management to develop comprehensive statewide plans for the protection of life and property during disasters. This Agreement is intended to be consistent with, and supportive of, such state contingency plans.

SCOPE OF AGREEMENT This Agreement, being in conformance with the *Oregon Fire Service Mobilization Plan* as adopted by the State Fire Marshal, shall include the following types and kinds of mutual aid assistance, and operating terms and conditions.

TYPE OF EQUIPMENT AND PERSONNEL. The parties hereto agree to provide to all other parties to the Agreement personnel and equipment as described in Attachment "A" (CAL/OR resource directory) which is incorporated herein by this reference. Further, the parties hereto recognize and agree that such personnel and equipment shall be periodically unavailable under this Agreement due to normal operating requirements. However, when any significant change occurs to the available equipment and/or personnel which shall last more than thirty (30) days, the party experiencing such change shall notify all other parties to the Agreement.

GOOD FAITH. Each of the parties hereto agrees to attempt to furnish to a requesting party such assistance as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to whom the request is made shall have sole discretion to refuse such request if sending such assistance may lead to an unreasonable reduction in the level of protection within its jurisdiction, and provided further that a state or local agency may refuse a request for assistance if necessary to comply with any limitations on the use of dedicated funds by that agency.

DISPATCHING. It is agreed by the parties hereto that mutual aid assistance, when to be sent shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this Agreement.

SUPERVISION. When personnel and/or equipment are furnished under this Agreement, the agency having incident command responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction arriving first to provide mutual aid assistance shall be in command of the incident until relieved. Further, "supervision" as used in this section refers to conduct of the mission. Each person participating in the mission remains an employee of that person's employing agency and is subject to the personnel policies solely of that employing agency.

WAIVERS

GENERAL WAIVERS. Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this Agreement.

HOLD HARMLESS. Any requesting party shall, to the extent permitted by any applicable constitutional or Tort Claims Act limitation, save and hold harmless any responding party against any and all claims or actions brought against the responding party, arising out of the responding party's efforts, except to the extent that such claims or actions arise out of any willful misconduct or grossly negligent action on the part of the responding party.

WORKERS' COMPENSATION. Each party to this Agreement agrees to provide workers' compensation insurance coverage to each of its employees and volunteers, and responding under this Agreement recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon workers' compensation law.

RUFUSALS TO PERFORM This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to respond when that is appropriate in its sole determination. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's commanding officer, response would create an unreasonable risk of danger to the responding party's employees and/or equipment or any third party.

COMPENSATION The parties agree that the personnel and equipment available under this Agreement are roughly equivalent and agree that the availability and provision of such constitute consideration under this Agreement.

TERMINATION Any party hereto may terminate this Agreement at any time by giving thirty (30) days notice of the intention to do so to any and all other parties. Such notice shall be sent to the governing body of the other parties and a copy thereof to the chief of the department of the parties notified. This Agreement will remain in effect so long as there are at least two parties remaining.

EXTRA JURISDICTIONAL OPERATING AUTHORITY The parties hereto recognize and agree that ORS Chapters 190, 453 and 476 extend the powers and authorities of the parties herein beyond their regular jurisdictions when operating under this agreement.

COST RECOVERY The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred.

RETIREMENT SYSTEM STATUS The parties hereto recognize and agree that under this Agreement public employee retirement benefits and social security benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

ASSIGNMENTS/SUBCONTRACTS Except as expressly provided herein, the parties hereto recognize and agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other parties hereto.

SUCCESSORS IN INTEREST The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to the Agreement and the respective successors and assigns.

COMPLIANCE WITH GOVERNMENT REGULATIONS Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

FORCEMAJEURE No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war which is beyond the reasonable control of the parties.

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

AMENDMENTS The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

DISPUTE RESOLUTION This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

E. UNPROTECTED AREAS POLICY (ORS 476.280, 476.290)

1. DEFINITIONS

“Unprotected areas” means any area of the county or state that does not have both wildland and structural protection.

“Undue jeopardy to life and property” means a “threat and/or danger to the lives and/or property of persons residing inside the boundaries of the city or district. It is further the policy that “undue jeopardy to life and property” be applied liberally in allowing fire chiefs to intervene before an actual threat arises.

2. OVERVIEW

The fire chief shall obtain from the governing body or the district board of the rural fire protection district general authorization to extinguish uncontrolled fires burning in

unprotected areas that are causing, or may cause, undue jeopardy to life and property. This authorization to respond in unprotected areas shall not be construed to constitute a contract to provide service.

When in the opinion of the fire chief, a fire burning out of control in an unprotected area is causing, or may cause, undue jeopardy to life or property and equipment is available and a response will not unduly jeopardize local capabilities, resources may respond to extinguish the fire. The department would employ the same means and resources they would to extinguish a similar fire within their own boundaries.

When such a fire is extinguished, the governing body of the city or the district board of the rural fire protection district providing the service may bill the owner of the property involved in the fire. The cost to the property owner will be the cost of the fire suppression, using the standardized cost schedule approved by the State Fire Marshal, on forms furnished by the State Fire Marshal for this purpose. In no case shall the cost be greater than the pro rata cost that would have been charged for the performance of a similar fire suppression in the responder's own jurisdiction.

3. UNPROTECTED AREAS STANDARDIZED COST SCHEDULE

This schedule is adopted by reference in OAR 837, Division 130, State Fire Marshal Standardized Cost Schedule. A copy is in the appendices of this plan.

4. INCIDENTS BEYOND THE CAPABILITY OF LOCAL RESOURCES

When a fire threat presenting undue jeopardy to life and property exists in an area unprotected by a city or rural fire department, and the size of the incident is beyond the capability of the responding fire department and any mutual aid departments, or if structural fire protection is not available, a fire suppression response may be available under the Emergency Conflagration Act.

**F. PUBLIC SAFETY POLICY
(ORS 478.310, 478.315)**

1. DEFINITIONS

"Transportation route" means a roadway, waterway or railroad right of way against which no taxes or assessments for fire protection are levied by the city or fire district.

"State property" means any public land or other real property controlled by any agency of the State of Oregon and against which no taxes or assessments for fire protection are levied by a city or fire district.

2. OVERVIEW

Transportation Routes and Outside Jurisdiction Boundaries

When a city or fire district responds to a call for assistance outside the limits of a district or of a city, or an occurrence on a transportation route within the city or fire district, the city or fire district may recover from the person or property receiving the direct fire or safety services the reasonable value of the services rendered, including repairs and depreciation, in accordance with the transportation cost schedule issued by the state fire marshal. The district or city may recover other expenses or costs reasonably incurred in furnishing the assistance, as adopted by the service provider. See ORS 378.310.

State Properties

Per ORS 478.315, When a district is located entirely or partly within the boundaries of the Columbia River Gorge National Scenic Area established under 16 U.S.C. 544 et seq., if a fire or other public safety incident occurs on state property within the limits of the district and assistance from the district is requested, the fire-fighting and emergency medical vehicles, apparatus and personnel of the district may, with or without a contract to do so, be used for extinguishing the fire or responding to the public safety incident. The district so responding shall recover from the state agency in possession or control of the property:

1. The amount due under a contract with the state agency for the services provided by the district; or
2. If there is no contract, the actual costs incurred by the district in extinguishing the fire or responding to the public safety incident. Refer to ORS 378.315 for billing information.

3. TRANSPORTATION COST SCHEDULE

This schedule is adopted by reference in OAR 837, Division 130, State Fire Marshal Standardized Cost Schedule.

SIGNATURES

The undersigned warrant and represent that they are duty authorized to bind the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned as a party to this Agreement, and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

All signatures shall be executed in counterparts, using the form appearing on the next page hereto or another substantially in that form.

SIGNATURE PAGE FOR MUTUAL AID AGREEMENT

PARTICIPATING AGENCY

NAME AND TITLE

SIGNATURE

DATE

PARTICIPATING AGENCY

NAME AND TITLE

SIGNATURE



COUNCIL AGENDA REPORT

To: Mayor & City Council (Mtg. of 7/10/06)

From: City Manager *WA*.

Date: July 5, 2006

GRANT AWARD AND AUTHORIZATION TO PURCHASE WATER TENDER REPLACEMENT FIRE PUMP

Subject:

Acceptance of grant award for replacement of fire pump for the Water Tender, and authorization for the purchase of replacement utilizing grant funds, budgeted funds and donations from the City of Brookings Firefighters Association.

Recommendation:

It is recommended that the City Council accept the grant award and authorize the purchase of a replacement fire pump for the Fire Department Water Tender in accordance with the attached memorandum dated 7/6/06 from Fire Chief Bill Sharp.

Background /Discussion:

See attached memorandum from Fire Chief Bill Sharp dated July 7, 2006.

Financial Impact(s):

Grant Funds:	\$7,000
Donation from Brookings Firefighters Association:	4,000
City General Fund (budgeted for FY2006/07)	<u>3,000</u>
Total Funds Available	\$14,000

Total award of bid to LN Curtis&Sons: \$13,957
(Note: Verbal quote from Cascade of Medford was not confirmed in writing after repeated requests for a written/signed bid submittal.)

City Manager Review and Approval for placement on Council Agenda:

[Signature]
City Manager

Memorandum

TO: Mayor, Council

FROM: William J. Sharp, Fire Chief

THROUGH: Dale Shaddox, City Manager *DS*

DATE: 7-6-06

Issue: Acceptance of Fire Pump Grant



The Fire Department applied for and received a grant from Oregon Department of Forestry for the purchase of a new Hale fire pump that supports the 3200 Gallon water tender.

The total grant amount is \$14000 for a new fire pump . However the City must pay half that amount or \$7000.

The Firefighters Association has committed to \$4000 for the purchase so the actual cost to the City is ~~\$3000~~ *\$3,000* *DS*.

The need for replacement of the pump on the water tender is due to the pump and equipment being parked outside and in need of cover. The pump has become unreliable.

The Fire Department solicited quotes and received three from suppliers.

They are:

LN Curtis & Sons of Seattle, Washington - \$13,957.00

Cascade Fire Equipment of Medford, Oregon - \$13,805.00

Hale Products of Seattle, Washington - \$14,539.00

*(No written proposal submitted
to confirm verbal quote)*

Fire Department recommends City Council accepts the State Grant and authorizes The Fire Chief to purchase the Hale Minuteman HP550 Fire Pump from LN Curtis & Sons.

2006 AWARD NOTICE
CONGRATULATIONS, YOU HAVE RECEIVED A VFA GRANT
FUNDED BY US Forest Service
Grant Period: October 1, 2005 thru December 31, 2006



"STEWARDSHIP IN FORESTRY"

RFD Name	BROOKINGS FIRE & RESCUE
Address	898 ELK DRIVE, BROOKINGS, OR 97415
Type	RFA <input type="checkbox"/> VFA <input checked="" type="checkbox"/>
Grant Amount	\$ 7,000 per attached Project Detail page list
Match Required	\$ 7,000 (10% for RFA and 50% for VFA)
Total Project	\$14,000 documentation required on this amount
SPECIAL LIMITATIONS OR REQUIREMENTS	
<input type="checkbox"/>	any fire shelters purchased must fully comply with the new and most up-to-date compliance standards
<input checked="" type="checkbox"/>	full documentation for grant dollars and match must be provided with payment requests; if match documentation is not provided, ODF will only pay portion appropriate to type of grant (i.e. RFA at 90% and VFA at 50%)
<input type="checkbox"/>	no office equipment, computers, software, cameras, GPS units, smoke detectors, personnel wages (other than what may support in-kind documentation), or projectors will be paid under this grant
<input type="checkbox"/>	no "hot masks", Whiffs, hot shields, neck shrouds or other similar equipment will be paid under this grant; these are not PPE approved items
<input type="checkbox"/>	The selection committee used expenditure limitations for certain items: portable radios \$700; mobile radios \$900; wildland boots \$100 per pair; wildland PPE \$300 per set; turnouts (head to toe) \$1,000; your grant award was calculated based on these figures. You are not expected to restrict yourself to these limits, but keep in mind the committee intended to give you the flexibility to pick and choose through your "laundry list" of application items but still get the highest value possible for the grant dollars.
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
Match	<p>Match can come in two forms:</p> <ul style="list-style-type: none"> "Cash" match would involve the portion of the project costs that you have paid out of your own funds; for example, if you purchased PPE for \$5,000 and submitted these invoices to us for payment, we would reimburse you \$4,500 (for RFA @10%) or \$2,500 (for VFA @50%) and consider the unreimbursed part "cash" match. "In-Kind" match involves volunteer time and paid time that is used to support the purpose of the grant. Documentation will need to be provided with the invoices that includes: names of volunteers/staff; dates services provided; duties performed; hours expended on project; and wages (see attached for more detail). The full grant amount will be reimbursed if the full match has been documented. If match is incomplete, we will only reimburse up to the 90% or 50% level.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO
CONTACT: Mary Helen Smith (503) 945-7341 or msmith@odf.state.or.us

provide us with the same level of service. The total amount to purchase the pump would be \$14,000. We are proposing to apply for the RFA grant in the amount of \$9,000 but also would be willing to accomplish our project with the VFA grant as well. Our Firefighters Association has committed to provide \$4000 to this project as well to help offset the total amount needed. Brookings Fire/Rescue is a leading agency participant in Curry Counties strike team task force. The 3200 Gal water tender is an integral part of that team. With the unreliability of the pump we could not afford to participate with this tender nor be able to consciously provide the service we provide to our community. Let alone the availability of this service to other mutual aid agencies of Curry County or Del Norte County. The current pump on the water tender is approximately 30 years old. With the replacement of this pump we feel that the serviceability of the water tender can be maintained for many more years to come. Without the help of outside support this project can not be realized. This community has realized much support in the past from the State and Federal Grants. We look forward to this continued support.

Project Detail Information

Complete only a VFA form or a RFA form, not both.

RFA application (10% match requirement) - TO VFA FUNDING

If you plan to use "in-kind" for match list the type (hours attending training, meeting facility used for training, etc.) on one of the lines of the chart.

Note: If awarded a grant, you will be reimbursed only for items that are listed below. Refer to the manual for instructions on how to get prior approval to make changes to this list of items.

Following are the types of wildland (only) projects that can be funded under RFA. It should be clear from your description that the item clearly fits under one of these categories:

- **Wildland Training, either for basic suppression or for advanced courses** - instructor fees, travel expenses, classroom materials, etc.
- **Essential Wildland PPE** - specifically, new generation fire shelters, and basic PPE (Nomex, hard hats, eye protectors, gloves, boots)
- **Essential Communications Equipment** - such as narrow band or narrow-band compatible hand held or vehicle units, pagers and accessories
- **Other Equipment** - pumps, hose, hand tools, wrenches, adapters, reducers, etc.

Wild land	#of items	Description	TOTAL COST	GRANT DOLLARS	Match Dollars	ODF USE ONLY APPROVED
X	1	500 GPM Hale HP550 pump	\$14,000	\$10,000		<input checked="" type="checkbox"/>
<input type="checkbox"/>		\$4000 is committed for this project from our firefighters Association to offset the total cost needed for the grant.			\$4,000	<input type="checkbox"/>
<input type="checkbox"/>						<input type="checkbox"/>
TOTALS:			\$14,000	\$10,000	\$4,000	

SIGNATURE AND CERTIFICATION PAGE

Please indicate whether you will accept a partial grant award.	YES X	NO <input type="checkbox"/>	If you can accept a partial award, your chances for receiving a grant are higher
Has your fire department adopted, or is in the process of becoming compliant, (self certified) and uses the National Incident Management Systems in day-to-day emergency operations?			YES X NO <input type="checkbox"/>

Certification

This section should be signed by someone from the rural fire department who has the authority to obligate funds, such as: Fire Chief, Treasurer, or Board Member. If you are submitting an electronic version of the form (as an attachment to an email), we will accept the email as the signature authorization. The applicant certifies to the best of their knowledge and belief, that the information on this application is true and correct, and if awarded a VFA or RFA grant, will use those funds for the sole purpose of completing the project described on this application.

Signature	<i>William J Sharp</i>	Date	3-25-06
Type or Print Name	William J Sharp	Title	Fire Chief

DEADLINE: MUST BE RECEIVED BY APRIL 07, 2006

MAIL TO: MARY HELEN SMITH, OREGON DEPARTMENT OF FORESTRY, VFA/RFA GRANT PROGRAM, 2600 STATE STREET, SALEM, OR 97310

FAX TO: MARY HELEN SMITH @ 503-945-7416

EMAIL TO: msmith@odf.state.or.us

QUESTIONS: Call MARY HELEN SMITH @503-945-7341 Electronic (Microsoft Word) version of this application form is available by emailing Mary Helen Smith or at the following website: <http://oregon.gov/ODF/FIRE/fire.shtml>.

AUTHORIZATION FOR PAYMENT OF 2006 RFA/VFA GRANT FUNDS

Grant funds will be paid after your fire district has completed the project and reimbursement requests must be accompanied by this form, appropriate "invoices", and in-kind documentation. Qualifying expenditures can date back to October 1, 2005 and no later than December 31, 2006. Invoices (no quotes or packing slips will be accepted) must match the items described in the grant application, taking into consideration any provisions made on the "Award Notice" form or the "Project Detail Information" form from your application (such as disallowed or eliminated items). The last date we will accept requests for payment (including acceptable invoices and documentation) is January 15th, 2007. No exception will be made to this deadline.

Send to:

Mary Helen Smith, Grant Coord.
Protection from Fire Program
2600 State Street Salem, OR 97310

If you would like an electronic (WORD) version of this form:
[http://egov.oregon.gov/ODF/FIRE/fire.shtml#Fire Prevention](http://egov.oregon.gov/ODF/FIRE/fire.shtml#Fire_Prevention)
 or email me: msmith@odf.state.or.us

RFD Name:		Type (please check)	RFA <input type="checkbox"/> VFA <input type="checkbox"/>
TIN (tax identification) #:			
Mailing Address			
Contact Name		Contact Phone #	
Date submitted			

EXPENDITURE INFORMATION

	Total Dollar Amounts	Percent ODF use only	
INVOICES (All)		ODF use only	Must match attached invoices; cross out any items that do not apply to this grant
IN-KIND		ODF use only	Attach in-kind documentation: volunteer names, dates and hours worked, duties performed, hourly wage. Hourly wage suggested is \$12 to \$15 per hour; you may use a higher rate for more specialized tasks (briefly describe high rates)
Cash Match	ODF use only	ODF use only	
PAY THIS AMT	ODF use only	ODF use only	Shaded areas will be filled in by ODF

For ODF use only, DO NOT write below this line

All are PCA 14532 INDEX 49999 PHASE 01 OBJECT CODE 6700

RFA

- ☐ '05 RFA BLM code PJT 449932
- ☐ '05 RFA US F&W PJT 449935
- ☐ '06 RFA BLM code PJT 449953
- ☐ '06 RFA US F&W PJT 4499
- ☐ '06 RFA NPS code PJT 4499
- ☐ '06 RFA BIA code PJT 4499

VFA

- ☐ '05 VFA code PJT 449934
- ☐ '06 VFA code PJT 449945

Signature: _____ Date: _____

Mary Helen Smith, Federal Grant Coordinator

I have reviewed this request for payment and supporting documentation against the grant application. I am approving this to proceed to payment.

City of Brookings
898 Elk Drive
Brookings, OR 97415



COUNCIL AGENDA REPORT

To: Mayor & City Council (Mtg. of 7/10/06)

From: City Manager 

Date: July 5, 2006

Re: Professional Services Agreement for Planning/Engineering/Environmental
Services - Parametrix

Subject: Agreement with Parametrix for Planning/Engineering/Environmental Services
(attached).

Recommendation:

**Approve the attached Professional Services Agreement between the City of
Brookings and Parametrix.**

Background /Discussion: In the past the City has performed planning application reviews and processing with in-house staff. While it is appropriate for City staff to perform these services for smaller projects, the larger projects require extensive hours that our staffing level cannot handle and still serve the other more routine applications.

As you know, in recent months the City processed a very large annexation request that dominated the workload of our staff, costing the City over \$50,000 in staff and related costs while receiving only \$750 in processing fees.

With the recent adoption of a new City fee schedule staff now has authority to charge the actual costs of processing larger applications. This was the first step in reorganizing the City's approach to handling such large projects.

The second step is an agreement structure with outside consultants such as Parametrix to represent the City by processing large project applications. This would relieve the City staff from being dominated by the associated workload that would prevent staff from working on the numerous more routine projects and activities (including code enforcement) of a Planning Department. Utilizing outside consultants is also of benefit to the applicants in that there is a dedicated effort and more certainty on timelines in processing their projects.

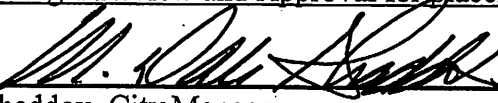
Also, by entering into these proposed agreements the City will be insured of processing larger applications in a timely manner, and at the full cost of the applicant developer/builder.

The proposed agreement will establish the base association between the City and Parametrix. The agreement confirms that Parametrix will not enter into other agreements or take on work that would constitute a conflict of interest, thereby assuring the that its services will be available to the City when we need them. Assignment of specific projects will be done on a case-by-case basis.

Financial Impact(s):

Most of the costs associated with the agreement would be borne by the applicant developer/builder.

City Manager Review and Approval for placement on Council Agenda:



Dale Shaddox, City Manager

**PROFESSIONAL SERVICES AGREEMENT
Summary of Terms**

A. CLIENT NAME:	CITY OF BROOKINGS
Address:	898 Elk Drive Brookings, OR 97415
B. PROJECT NAME:	On-Call Consulting Services
C. PARAMETRIX:	
Office Address:	700 NE Multnomah, Suite 1000 Portland, OR 97232
Project Number:	
D. EXECUTION DATE:	
(date of latest signature by parties)	
E. TERM:	Agreement expires June 30, 2009 unless extended by amendment

F. COMPENSATION (check one):	[See Section 2.1 of the Terms and Conditions for Description]	
<input type="checkbox"/> Lump Sum	Lump Sum Amount:	\$
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:	\$
<input checked="" type="checkbox"/> Salary Multiplier:	Total Compensation Amount:	Varies – Work Order specific
<input type="checkbox"/> Other: (Used for CPFF, OH & Fee Only)	Total Compensation Amount:	\$

G. NOTICES:	
If to Client:	If to Parametrix:
Address: 898 Elk Drive	Address: 700 NE Multnomah, Suite 1000
Brookings, OR 97415	Portland, OR 97232
Attention: Dale Shaddox	Attention: Terrence E. Belunes
(name of designated client representative)	(name of Parametrix signator)
Phone: 541/469-1100	Phone: 503/233-2400
Fax: 541/469-3650	Fax: 503/233-4825
E-mail: dshaddox@brookings.or.us	E-mail: tbelunes@parametrix.com

PROFESSIONAL SERVICES AGREEMENT

Terms and Conditions

This Professional Services Agreement (this "Agreement") is entered into by and between Parametrix, Inc. ("Parametrix") and the City of Brookings ("Client") for on-call consulting services as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a "Party" and collectively as the "Parties.") The Summary of Terms shall be incorporated with this Agreement by reference. The services will consist of individual Work Orders with specifically defined scopes of work, completion schedules, and fees to be negotiated between the parties.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work for each Work Order (the "Services"). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation

2.1 Parametrix's compensation under this Agreement shall be as set forth in the Summary of Terms and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client's Project by Parametrix employees of the indicated classifications. See Exhibit A for rate schedule. These rates are subject to annual adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 10 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

- 5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix's obligation to render the Services under this Agreement will be for a period that may reasonably be required for the completion of the Services.
- 5.2 Termination For Cause. This Agreement may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently

- completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix's control; (b) Parametrix, upon seven (7) days' written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix's responsibilities as a licensed professional.
- 5.3 **For Convenience.** Either Party may terminate this Agreement for any reason, or for no reason, upon thirty (30) days' written notice to the non-terminating Party.
- 5.4 **Payment Upon Termination.** On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.
6. **Cost Opinions**
- Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions, including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.
7. **Limitation of Liability**
- Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement.
8. **Indemnification**
- 8.1 **By Parametrix.** Subject to Section 7, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.
- 8.2 **By Client.** Subject to Section 7, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.
9. **Hazardous Substances**
- 9.1 Client has disclosed to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after due inquiry, Hazardous Substances do not exist at or near the Project site.
- 9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances on or from the Project site.
10. **Insurance**
- Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least \$1,000,000 combined single limit.
11. **Confidentiality**
- 11.1 **Definition of Confidential Information.** "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.
- 11.2 **Exclusion.** Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.
- 11.3 **Receiving Party Obligations.** Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to

any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in each Work Order's Scope of Work. All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a) Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "Project Documents" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

16.1 If Client is the Owner. If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.

16.2 If Client is not the Owner. If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("AAA") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

- 19.1 Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by the laws of the state of Oregon, excluding conflict of laws provisions. Exclusive jurisdiction and venue will lie with the state and federal courts sitting in Multnomah County, Oregon, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.
- 19.2 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 Assignment. Neither Party may assign this Agreement or any of its rights and obligations

hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.

- 19.4 Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 Survival. All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 Non-Waiver. No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "Waiver," and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 Severability. If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 Headings. The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 19.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – 2006 Rate Schedule

Signature Page – Professional Services Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CITY OF BROOKINGS

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

PARAMETRIX, INC.

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

Exhibit A – 2006 Rate Schedule

Parametrix

2006 Rate Schedule

Rates effective through March 31, 2007

Rates are based on actual salary time a 3.2 multiplier. Actual rates will vary by individual staff.

Multiplier
3.2

Grade	Classification	From	To
20	Principal	\$ 166.82	\$ 250.21
	Principal Consultant		
19	Business Development Program Manager	\$ 151.65	\$ 227.49
	Principal		
	Principal Consultant		
	Regional Division Manager		
	Sr. Consultant		
18	Business Development Program Manager	\$ 137.86	\$ 206.78
	Controller		
	Director of Aquatic Toxicology		
	Director of Business Development		
	Director of Fisheries/ESA		
	Director of Human Resources		
	Director of Information Technology		
	Director of Management Consulting		
	Division Manager		
	Operations Manager		
	Planning and Communications Group Mgr.		
	Project Planning and Controls Manager		
	Regional Division Manager		
	Sr. Consultant		
17	Controller	\$ 125.34	\$ 188.00
	Director of Fisheries/ESA		
	Director of Human Resources		
	Director of Information Technology		
	Division Manager		
	Operations Manager		
	Project Delivery Manager		
	Project Delivery Officer		
	Sr. Engineer		
	Sr. Hydrogeologist		
	Sr. Planner		
	Sr. Scientist		
	Sr. Surveyor for Operations		
	Sr. Toxicologist		
16	Division Manager	\$ 113.95	\$ 170.91
	Marketing Manager		
	Operations Manager		
	Project Delivery Specialist		
	Sr. Engineer		

2006 Rate Schedule

Rates effective through March 31, 2007

Rates are based on actual salary time a 3.2 multiplier. Actual rates will vary by individual staff.

Multiplier
3.2

Grade	Classification	From	To
16	Sr. Hydrogeologist	\$ 113.95	\$ 170.91
	Sr. Planner		
	Sr. Scientist		
	Sr. Toxicologist		
15	Accounting Manager	\$ 103.58	\$ 155.36
	Human Resources Manager		
	IT Manager		
	Sr. Engineer		
	Sr. Hydrogeologist		
	Sr. Planner		
14	Sr. Scientist	\$ 94.18	\$ 141.25
	Accounting Manager		
	CADD Manager		
	Core Services Manager		
	Designer IV		
	Engineer IV		
	Finance Specialist		
	Human Resources Manager		
	Hydrogeologist IV		
	IT Manager		
	Marketing Manager		
	Network Engineer		
	Planner IV		
	Program Services Manager		
	Scientist IV		
	Sr. Software Engineer/Programmer		
	Support Services Manager		
	Surveying Supervisor		
	Systems Administrator II		
	Toxicologist IV		
13	Designer III	\$ 85.60	\$ 128.42
	Engineer III		
	Hydrogeologist III		
	Network Engineer		
	Planner III		
	Scientist III		
	Sr. Human Resources Generalist		
	Systems Administrator I		
12	Toxicologist III	\$ 77.82	\$ 116.74
	Accounting Supervisor		
	CADD Supervisor		

2006 Rate Schedule

Rates effective through March 31, 2007

Rates are based on actual salary time a 3.2 multiplier. Actual rates will vary by individual staff.

Multiplier

3.2

Grade	Classification	From	To
12	Construction Observer IV	\$ 77.82	\$ 116.74
	Designer III		
	Engineer III		
	Executive Assistant to the CEO		
	Hydrogeologist III		
	IT Supervisor		
	LAN Administrator II		
	Network Engineer		
	Office Administrative Manager		
	Planner III		
	Publications Manager		
	Scientist III		
	Software Systems Coordinator		
	Sr. Human Resources Generalist		
	Sr. Marketing Coordinator		
	Sr. Statistical Analyst		
	Sr. Surveyor		
	Sr. Technical Recruiter		
	Technical Lead		
	Toxicologist III		
11	Accounting Supervisor	\$ 70.05	\$ 105.06
	CADD Operator III		
	Construction Observer III		
	Designer II		
	Document Automation Manager		
	Engineer II		
	Hydrogeologist II		
	Laboratory Manager		
	LAN Administrator I		
	Librarian		
	Planner II		
	Project Controls Specialist		
	Public Relations Specialist		
	Publications Manager		
	Scientist II		
	Sr. Database Analyst		
	Sr. GIS Analyst		
	Sr. Marketing Coordinator		
	Sr. Office Administrator		
	Statistical Analyst		
	Surveyor III		

2006 Rate Schedule

Rates effective through March 31, 2007

Rates are based on actual salary time a 3.2 multiplier. Actual rates will vary by individual staff.

Multiplier
3.2

Grade	Classification	From	To
11	Technical Recruiter	\$ 70.05	\$ 105.06
	Toxicologist II		
10	Associate Toxicologist IV	\$ 63.04	\$ 94.56
	Communications Specialist		
	Construction Observer II		
	Database Analyst		
	Designer I		
	Engineer I		
	Environmental Technician III		
	GIS Analyst		
	HRIS Specialist		
	Human Resources Generalist		
	Hydrogeologist I		
	Laboratory Supervisor		
	Marketing Coordinator II		
	Office Administrator		
	Planner I		
	Scientist I		
	Sr. Graphic Artist		
	Surveyor II		
	Technical Editor		
	Toxicologist I		
	Word Processing Manager/Editor		
9	Associate Toxicologist III	\$ 56.74	\$ 85.09
	CADD Operator II		
	Communications Specialist		
	Computer Support Technician		
	Construction Observer I		
	Database Technician		
	Engineering Technician II		
	Environmental Technician II		
	GIS Technician		
	Graphic Artist		
	Library Specialist		
	Marketing Coordinator I		
	Project Coordinator		
	Purchasing Coordinator		
	Sr. Accounting Specialist		
	Sr. Administrative Assistant		
	Sr. Billing Specialist		
	Staff Accountant		

2006 Rate Schedule

Rates effective through March 31, 2007

Rates are based on actual salary time a 3.2 multiplier. Actual rates will vary by individual staff.

Multiplier
3.2

Grade	Classification	From	To
9	Statistical Technician	\$ 56.74	\$ 85.09
	Surveyor I		
	Word Processing Specialist		
	Word Processing Supervisor		
8	Accounting Specialist	\$ 51.07	\$ 76.58
	Associate Toxicologist II		
	Billing Specialist		
	CADD Operator I		
	Engineering Technician I		
	Environmental Technician I		
	Jr. Planner		
	Jr. Scientist		
	Jr. Surveyor		
	Jr. Toxicologist		
	Marketing Assistant		
	Payroll Specialist		
	Sr. Administrative Assistant		
	Sr. Technical Aide		
	Sr. Word Processor		
7	Accounting Clerk	\$ 45.95	\$ 68.93
	Associate Toxicologist I		
	Billing Clerk		
	Human Resources Assistant		
	Jr. Environmental Technician		
	Sr. Library Assistant		
	Technical Aide		
6	Word Processor	\$ 41.34	\$ 62.05
	Administrative Assistant		
	Environmental Technician Trainee		
	Library Assistant		
5	Receptionist	\$ 37.22	\$ 55.84
	Laboratory Technician III		
4	Laboratory Technician II	\$ 33.50	\$ 50.24
	Office Clerk II		
3	Laboratory Technician I	\$ 30.14	\$ 45.22
	Office Clerk I		
2	Jr. Office Clerk	\$ 27.14	\$ 40.70
1	Clerk	\$ 24.42	\$ 36.64



COUNCIL AGENDA REPORT

To: Mayor & City Council

From:  Dianne Snow

Date: July 5, 2006

Re: Land use planning firm contract

Subject: A contract with Craig A. Stone & Associates, Ltd., a land use planning firm.

Recommendation: Approve contract with Craig A. Stone & Associates, Ltd. for planning services as needed.

Background /Discussion: When large projects such as annexations involving large tracts of land or Master Plans are submitted, the Planning Department can be overwhelmed by the work load. The City recently approved a new fee schedule providing for "cost recovery" on large projects. This will allow the City to assign specific projects to contracted Planning firms to review and prepare reports to be taken forward to hearings. The applicant will bear the cost of hiring these Planning firms and the City Planning staff will review and deem adequate all work they have prepared prior the hearing process. Applications that will require the help of contracted Planners are expected to be somewhat rare, but with approval of this contract the City will be prepared for that eventuality. The City may also wish to utilize the Planning firms for assistance with other matters such as creating "development agreements" or revisions relating to City documents.

Financial Impact(s): The majority of the fees would be paid by applicants applying for land use approvals under our newly implemented cost recovery resolution. A small portion of the fees may result from general Planning assistance.

Small rate adjustments in the future would be handled administratively.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered between **CRAIG A STONE & ASSOCIATES, LTD**, an Oregon corporation, hereinafter referred to as "Contractor," and **THE CITY OF BROOKINGS**, an Oregon municipality, hereinafter referred to as "City".

The City and Contractor agree as follows:

1. Services

Contractor shall perform the services listed in Exhibit A, or as directed in writing by City. Performance and payment for Contractor's services shall be as specified in Exhibit A.

2. Term of Agreement

This Agreement shall commence on the last date signed below by the parties and shall expire when terminated in writing.

City may terminate the use of Contractor's services at any time without cause and without further obligation to Contractor except for payment due for services performed prior to date of such termination. Termination of this Agreement or of Contractor's services shall not terminate the obligations of the parties under Sections 3 through 11 hereof, which shall survive any termination. City does not represent nor does it guarantee that it will provide any specific amount of work to Contractor.

3. Confidentiality and Ownership

Contractor recognizes and acknowledges that the City may possess certain confidential and proprietary information that is not in the public domain and that constitutes a valuable and unique asset, the disclosure of which could damage the City and lessen the value of the information. The confidential information includes but is not limited to all information and materials belonging to, used by, or in the possession of the City relating to its processes, services, technology, contracts, financial information, developments, strategies, and trade secrets of every kind and character, but shall not include information already within the public domain.

Contractor agrees to exercise the highest degree of care in safeguarding confidential and proprietary information against loss, theft, or unauthorized disclosure.

Contractor agrees that all confidential and proprietary information is and shall continue to be the exclusive property of the City, whether or not prepared in whole or in part by Contractor pursuant to this Agreement and whether or not disclosed to or entrusted to Contractor's custody. Contractor further agrees that Contractor's work product is a "work for hire" as defined under the U.S. copyright law. Contractor agrees that Contractor shall not use or disclose in any manner any confidential or proprietary information, except in the course of performing Contractor's work for the City, without the express written approval of the City. Contractor shall turn over all of Contractor's work product to the City periodically during a project and at the end of a project.

4. Return of Materials

Contractor agrees that upon termination of this Agreement, Contractor will return to the City all documents, electronic data, software, work product, materials, and equipment that is the property of City. Contractor will not retain any such materials without express written approval of the City.

5. Warranties

Contractor warrants that Contractor's work performed pursuant to this Agreement: (a) does not violate any agreement or obligation between Contractor and a third party and that (b) it will not infringe on any copyright, patent, trade secret, or other proprietary right held by a third party. Contractor also warrants that Contractor will perform all of its work pursuant to this Agreement (c) in a professional manner, nature, and

quality, and (d) in a timely manner in accordance with deadlines identified in Exhibit A or as otherwise agreed to between City and Contractor.

6. Indemnities

City agrees to indemnify, defend, and hold the Contractor and its successors, officers, directors, agents, and employees harmless from any and all actions, causes of actions, claims, demands, costs, and damages (including attorney's fees) resulting from Contractor's breach of this Agreement, including any breach of Contractor's warranties in Section 5 above.

City agrees to indemnify, defend, and hold the Contractor and its successors, officers, directors, agents, and employees harmless from any and all actions, causes of actions, claims, demands, costs, and damages (including attorney's fees) arising from Contractor's performance of its obligations under this Agreement in a professional manner.

7. Relationship of the Parties

Contractor is an independent contractor of the City. Nothing in this Agreement or stated by Contractor shall be construed as creating an employer-employee relationship, as a guarantee of future employment or engagement, or as a limitation upon the City's sole discretion to terminate this Agreement at any time without cause. Contractor further agrees to be solely responsible for all of Contractor's federal, state and local taxes, withholding, social security, insurance, and other benefits. Contractor warrants to City that Contractor will continuously maintain independent contractor status while performing services for City.

Because Contractor is an independent contractor, City will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and federal laws governing employees and payroll, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify, defend, and hold City harmless against any and all such taxes and contributions, including penalties and interest.

8. Other Activities of Contractor

Contractor is free to engage in other independent contractor activities, provided that Contractor does not engage in any such activities that are inconsistent with or conflict with any provisions hereof, or that interfere with Contractor's proper and efficient performance of Contractor's services under this Agreement. Contractor shall not, during the term of this Agreement, undertake any new work within the Urban Growth Boundary of City, nor within one mile of the Urban Growth Boundary. Notwithstanding Contractor's obligations set forth in this Section, City acknowledges that Contractor has clients with whom it works, or with whom it has business relationships, and Contractor reserves the right to accept new projects from these clients within City and its Urban Growth Boundary (or within one mile of the Boundary) during the term of this Agreement. These clients are Paul Haviland/Dick Stark (Brookings Harbor Bench area) and Michael Mahar/Mahar Homes, Inc. Contractor shall disclose its acceptance of any new project from these clients that involves land or improvements within City or its Urban Growth Boundary (or within one mile of the Boundary). City consents to Contractor accepting new projects from these clients, and performing the obligations assumed by Contractor for those projects.

9. Administration

a. City may request engagement of experts to undertake peer reviews of technical work offered into evidence by applicants. Contractor will, upon City's request, engage qualified experts with City's advance consent. Any such expert shall be a contractor to City and any fees, costs or expenses becoming due to the expert shall be paid by City in accordance with the terms of the engagement agreement.

b. Contractor shall have direct communication with any applicant, affected agencies, City Departments and interested third parties, in any project assigned to Contractor. Contractor shall provide copies of written communications and e-mails to and from such correspondents to the City Planning Department.

10. Assignment

INDEPENDENT CONTRACTOR AGREEMENT – Page 2 of 4

Contractor may not assign its rights or obligations under, or interest in this Agreement without the written consent of City being first obtained, which consent shall not be unreasonably withheld.

11. Miscellaneous

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflict of law principles. Time is of the essence of this agreement.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements.

c. **Amendment.** This Agreement may be amended only by a writing signed by Contractor and by a duly authorized representative of the City.

d. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

e. **Construction.** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

f. **Rights Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

g. **Nonwaiver.** No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.

h. **Notices.** Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and when sent by certified or registered mail, with postage prepaid, to Contractor at 712 Cardley Avenue, Medford, OR 97504, or to City addressed to City of Brookings, Administrative Offices, 898 Elk Drive, Brookings, OR 97415.

i. **Assistance.** Contractor shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the City as may reasonably be required by the City in connection with work performed by Contractor; provided, however, that such assistance following termination shall be furnished at the same level of compensation as provided in Exhibit A.

j. **Disputes.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Curry County, Oregon, conducted in accordance with the Arbitration Rules published by the Arbitration Service of Portland, Inc., except for the initiation process which shall be conducted as provided in subparagraph k. below, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator may award arbitration costs and attorney fees to the prevailing party after consideration of settlement offers.

k. **Initiation of Arbitration.** Unless otherwise agreed by the parties, the arbitration shall be held before a single arbitrator selected as follows: the disputing parties shall, within five (5) business days from the date arbitration is requested in writing by either party, agree upon an arbitrator. If the parties cannot agree, then each party, within five (5) business days thereafter, shall name an arbitrator who shall be an attorney licensed to practice in Oregon and experienced and qualified to resolve matters contemplated by this Agreement. Those two arbitrators shall then, within five (5) business days select a third arbitrator who shall be qualified as defined above, and such third arbitrator shall be the sole arbitrator to hear and determine the dispute. If a party fails to name an arbitrator within the time limit provided in this subparagraph k., the arbitrator timely named by the other party shall hear and decide the dispute.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day or days hereunder appearing.

CITY OF BROOKINGS, an Oregon
Municipality

CRAIG A. STONE & ASSOCIATES, LTD,
an Oregon corporation

By _____
Dale Shaddox, City Manager

By _____
Craig A. Stone, President

By _____
Pat Sherman, Mayor

Date

Date

EXHIBIT A

Independent Contractor Agreement

1. Services

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

- a. Professional land use consulting and advice, in accordance with written Work Assignments hereafter issued by City, which shall be issued in the form attached hereto.
- b. Travel to and from City and Contractor's principal office in Medford, OR.
- c. Attendance at meetings as requested by City, whether the same be public hearings or otherwise.
- d. Preparation of reports and other writings as requested by City.

2. Performance

All services shall conform to the terms and conditions of the Agreement and this Exhibit and to the applicable scope of work and terms and conditions specified in the Work Assignments to be issued by City.

All services hereunder are to be provided by Contractor, and Contractor shall not subcontract any part of this contract without prior written approval of City. If material errors are found in Contractor's work due to failure to perform in accordance with customary standards of workmanship and procedures and such work is unacceptable for use, Contractor agrees to correct such errors at no cost to City.

Contractor shall perform under the general direction of City, but not as to the method or means by which such activities are accomplished. Contractor is neither an agent nor employee of City and has no authority to bind City by contract or agreement of any kind.

Contractor shall coordinate with the Planning Department staff to assure timely delivery of Contractor's work product for inclusion in mailings for public hearings.

3. City Responsibility

City will be responsible for determining all matters for giving public notices and executing the mailings for all projects. City shall maintain the official public record for all projects, and shall deliver duplicate documents to Contractor for its work and review.

4. Fee Schedule

Contractor's fee schedule shall be, unless otherwise agreed in writing by the parties:

Craig Stone	\$130.00 per hour
Raul Woerner	\$110.00 per hour
Jay Harland	\$110.00 per hour
Associates	\$ 65.00 to \$80.00 per hour (depends upon the associate's experience)
Technicians	\$ 25.00 to \$65.00 per hour (depends upon the technician's experience and assignment)

5. Travel Costs, Subsistence and other Reimbursable Expenses

The point of origin for travel costs and time shall be the Contractor's principal office. Authorized travel costs include the actual costs of public transportation or car rental, or the use of Contractor's or personal vehicles at the rate of \$0.40 per mile.

Subsistence charges shall be paid by City when the Contractor is required to be out-of-town overnight and shall consist of the actual, reasonable cost for meals, lodging, and other out-of-pocket costs. Detailed records shall be maintained of all costs including receipts and invoices when applicable, which are subject to verification before payment. For the purposes of this paragraph, Contractor shall be "out-of-town overnight" if any meeting attended by Contractor at the request of City adjourns at or after 10 PM.

Reimbursable expenses are all expenses incurred for the benefit of the project, including, but not limited to, long distance telephone, facsimile transmittals, supplies, printing, publication, and postage.

Contractor agrees to prorate travel cost and subsistence charges among projects, if such costs and charges are incurred to attend meetings involving more than one project.

6. Billing

Statements shall be submitted monthly for actual time and expenses during the preceding month. All statements shall be sent to and paid by City. Collection from applicants for work that exceeds the submittal fee will be the responsibility of City.

7. Payment

Statements shall be paid within 30 days of date of statement. Any statement not timely paid shall incur a service charge of 2% per month, until paid.

8. Amendment

This Exhibit A may be amended by a writing signed by Contractor and a duly authorized representative of City. Any Amendment shall become effective on the date of the last signature affixed thereto. The Amendment shall be attached to the Agreement to which this Exhibit is attached, and the terms thereof shall supersede the terms of this Exhibit.

IN WITNESS WHEREOF, the parties have executed this Exhibit on the day or days hereunder appearing.

CITY OF BROOKINGS, an Oregon
Municipality

CRAIG A. STONE & ASSOCIATES, LTD,
an Oregon corporation

By _____
Dale Shaddox, City Manager

By _____
Craig A. Stone, President

By _____
Pat Sherman, Mayor

Date

Date

WORK ASSIGNMENT

No. _____

PROJECT: _____

CITY: CITY OF BROOKINGS

CONTRACTOR: CRAIG A. STONE & ASSOCIATES, LTD

CONTRACT DATE: _____ day of _____, 2006.

CONTRACT FOR: Land use planning services.

TO: CONTRACTOR

YOU ARE HEREBY ENGAGED TO PROVIDE PROFESSIONAL LAND USE
PLANNING SERVICES TO INCLUDE:

ENCLOSURES: (Plans, drawings, etc.) _____

Contract time table: Delivery of Staff Report _____

Completeness Review _____

Planning Commission
Hearing _____

City Council Hearing _____

Other _____

Issued by the City of Brookings

City of Brookings

By: _____
City Manager

Date: _____

The above assignment is accepted on this _____ day of _____,
2006.

CRAIG A. STONE & ASSOCIATES, LTD

By _____



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: Diann ~~Snow~~

Date: June 23, 2006

Re: Land use attorney contract

Subject: Land use attorney contract

Recommendation: Approval of land use attorney contract with James Spickerman, of Gleaves, Swearingen, Potter, & Scott, LLP.

Background /Discussion: Due to the increasing complexity of recent land use issues and specific land use applications the City's interests would be better served by having an attorney specializing in land use under contract. This attorney would be available to answer land use questions from staff and work on specific planning applications as needed.

Financial Impact(s): The majority of the fees would be paid by applicants applying for land use approvals under our newly implemented cost recovery resolution. A small portion of the fees would result from staff questions that previously have been handled by the City Attorney under his contract.

Small rate adjustments in the future would be handled administratively.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

CONTRACT TO EMPLOY ATTORNEY

Agreement made, effective as of _____, 2006, by and between City of Brookings, a municipal corporation, acting by and through its duly authorized officers, and located in the County of Curry, State of Oregon (City) and the firm of Gleaves Swearingen Potter & Scott LLC, Eugene, Oregon (Attorney).

The parties agree as follows:

1. Purpose of Employment

City employs Attorney to 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.

2. Acceptance of Employment

Attorney accepts the employment and will render, to the best of Attorney's ability, the services described in Section 1 during the continuance of this agreement.

3. Compensation

As compensation for all services to be rendered by Attorney under and pursuant to this agreement, City shall pay to Attorney the sum of \$225 per hour for all services rendered on behalf of City. Attorney assistant and paralegal time shall be billed and paid at the rate of \$45 per hour.

Attorney will bill City on a regular basis, normally each month, for fees and any costs and disbursements. City will pay each statement within 30 days after it is received.

4. Termination of Agreement

This agreement may be terminated at any time upon 30 days' prior written notice from either party to the other party that Attorney's employment under and pursuant to this agreement is to be so terminated.

5. Modification of Agreement

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

6. Rights of Parties

The rights of each party in this agreement is personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without prior notice and written consent of the other party.

GLEAVES SWEARINGEN POTTER
& SCOTT LLP

CITY OF BROOKINGS, a municipal
corporation

By: _____
James W. Spickerman

By: _____
Title: _____

**CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
June 26, 2006 - 7:00 p.m.**

Beginning at 5:00 p.m., before the regularly scheduled Common Council meeting, the Council met for a work/study session to discuss the status and needed improvements of the city water system. The Urban Renewal Agency Meeting met immediately following the Common Council meeting.

I. Call to Order

Mayor Pat Sherman called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

Led by Peter Rice

III. Roll Call

Council Present: Mayor Pat Sherman, Council President Larry Anderson, Councilors Jan Willms, Craig Mickelson, and Dave Gordon; a quorum present.

Council Absent: None

Staff Present:

City Manager, Dale Shaddox,
City Planner, John Bischoff,
Fire Chief, William Sharp,
Finance Director, Paul Hughes,
Building Official, LauraLee Gray
Administrative Assistant, Donna Colby-Hanks, and
Incoming Administrative Assistant, Joyce Heffington

Media Present: Curry Coastal Pilot Reporter, Peter Rice

Other: approximately 15 citizens

IV. Ceremonies/Appointments/Announcements

A. Appointments

1. City Council Ex Officio

Mayor Pat Sherman recommended Ashley Gemmell be appointed to the vacant position of City Council Ex Officio.

Councilor Mickelson moved, a second followed, and the Council voted unanimously to appoint Ashley Gemmell as City Council Ex Officio.

V. Public Hearing

A. Amendments to Chapters 5, 6, 7, and 8 of the City's Transportation Systems Plan (TSP) continued from June 12, 2006.

John Bischoff clarified several tables in the amendments to the TSP.

Yvonne Maitland, 15676 Oceanview Drive, read portions of a letter submitted earlier in the record from David Pratt questioning the hillside street standards and the criteria for variances.

John Bischoff clarified street standards for both the county and city in the Urban Growth Area (UGA).

The public hearing was closed at 7:21 p.m.

VI. Oral Requests and Communications from the Audience

A. Committee and Liaison reports

1. *Chamber of Commerce*
None
2. *Council Liaisons*

Councilor Gordon attended a Port Committee and CCCCCF meeting.

Councilor Mickelson attended an Economic Development meeting.

Mayor Sherman attended six meetings.

Councilor Anderson attended multiple meetings.

Councilor Willms attended a Park & Recreation Commission meeting.

B. Public Comment

No public comment

VII. Regular Agenda

- ### *A. Discussion and possible acceptance of the City of Brookings Municipal Fee Study prepared by the Financial Consulting Solutions Group, Inc. (FCS Group) (Finance Department).*

Finance Director, Paul Hughes, reviewed the staff report. A letter, included in the supplemental packet, was received from David Pratt, Curry County Planning Director, commenting on the proposed fee to be charged for county referrals. Dale Shaddox, City Manager, explained the fees charged were to cover actual costs in reviewing and considering applications.

Steve Bismarck, 270 Allen Lane, spoke regarding doubling the fee required to appeal a decision to the Planning Commission and City Council.

Shaddox recommended holding with the fee recommended in the report as it represented a good balance between providing access to process and discouraging frivolous appeals.

Councilor Anderson moved, a second followed, and the Council voted unanimously to accept the City of Brookings Municipal Fee Study prepared by the Financial Consulting Solution Group, Inc.

VIII. Consent Calendar

- A. *Approval of Council Meeting Minutes*
 - 1. Meeting of June 12, 2006
- B. *Approval of Liquor License for That Special Touch Florist & Gifts*

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

IX. Ordinances/Resolutions/Final Orders

- A. *Final Orders*
 - 1. *Final Order and Findings of Fact in the matter of Planning Commission File N. CP-2-06; an amendment to Chapters 5, 6, 7, and 8 of the city's Transportation Systems Plan; city initiated.*

Councilor Mickelson moved, a second followed, and the Council voted unanimously to adopt the Final Order and Findings of Fact in the matter of Planning Commission File N. CP-2-06; an amendment to Chapters 5, 6, 7, and 8 of the city's Transportation Systems Plan.

- B. *Ordinances*
 - 1. *In the matter of Ordinance No. 06-O-574, an Ordinance amending Section 13.20.010 and adding Section 13.20.030 to Chapter 13.20 "System Replacement Charges" of the Brookings Municipal Code (BMC).*

Hughes answered questions raised by the Council.

Councilor Gordon moved, a second followed, and the Council voted unanimously to read Ordinance No. 06-O-574, by title only.

Mayor Sherman read Ordinance No. 06-O-574, by title only.

Councilor Gordon moved, a second followed, and the Council voted unanimously to adopt Ordinance No. 06-O-574 an Ordinance amending Section 13.20.010 and adding Section 13.20.030 to Chapter 13.20 "System Replacement Charges" of the Brookings Municipal Code (BMC).

- 2. *In the matter of Ordinance No. 06-O-575, an Ordinance amending Sections 15.05.010, 15.10.100, 15.15.440, 15.15.450, 15.15.460, and 15.15.480 of Title 15 "Building and Construction" of the Brookings Municipal Code (BMC).*

Lauralee Gray, Building Official, reviewed the staff report. Gray explained the purpose of the proposed changes was to delete all references to state code years and to change the floodplain requirements to bring the City code into compliance with the ORS.

Councilor Mickelson moved, a second followed, and the Council voted unanimously to read Ordinance No. 06-O-575, by title only.

Mayor Sherman read Ordinance No. 06-O-575, by title only.

Councilor Anderson moved, a second followed, and the Council voted unanimously to adopt Ordinance No. 06-O-575, an Ordinance amending Sections 15.05.010, 15.10.100, 15.15.440, 15.15.450, 15.15.460, and 15.15.480 of Title 15 "Building and Construction" of the Brookings Municipal Code (BMC).

3. *In the matter of Ordinance No. 06-O-576 (File No. CP-1-06), an Ordinance amending the Transportation Systems Plan (TSP) of the City of Brookings to incorporate changes in Chapters 5, 6, 7, and 8 to reflect projected changes to the highway system through the city from Carpenterville Road to the Chetco River Bridge.*

Councilor Willms moved, a second followed, and the Council voted unanimously to read ordinance, by title only.

Mayor Sherman read Ordinance No. 06-O-576, by title only.

Councilor Willms moved, a second followed, and the Council voted unanimously to adopt Ordinance No. 06-O-576 (File No. CP-1-06), an Ordinance amending the Transportation Systems Plan (TSP) of the City of Brookings to incorporate changes in Chapters 5, 6, 7, and 8 to reflect projected changes to the highway system through the city from Carpenterville Road to the Chetco River Bridge and to include changes read into the record.

4. *In the matter of Ordinance No. 06-O-577, an Ordinance adding Chapter 13.30 "Administrative Services and Charges" to Title 13 "Public Services" of the Brookings Municipal Code (BMC).*

Paul Hughes, Finance Director, reviewed staff report and explained this was the second step in the fee adoption process and recommended the fees be entered into the record.

Councilor Gordon moved, a second followed, and the Council voted unanimously to read Ordinance No. 06-O-577, by title only.

Mayor Sherman read Ordinance No. 06-O-577, by title only.

Councilor Gordon moved, a second followed, and the Council voted unanimously to adopt Ordinance No. 06-O-577, an Ordinance adding Chapter 13.30 "Administrative Services and Charges" to Title 13 "Public Services" of the Brookings Municipal Code (BMC).

C. Resolutions

1. *Resolution No 06-R-754, A Resolution Adopting Rates, Fees and Charges to the Users of the City of Brookings Water Supply Services and Repealing Resolutions 05-R-746, 92-R-534 and 93-R-553.*

Paul Hughes, Finance Director, reviewed the staff report for Resolution No. 06-R-754, and Resolution No. 06-R-755.

Hughes advised, in response to Councilor Anderson's question, that July 1, 2006 was the effective date of these resolutions.

Councilor Anderson moved, a second followed, and the Council voted unanimously to adopt Resolution No 06-R-754, A Resolution Adopting Rates, Fees and Charges to the Users of the City of Brookings Water Supply Services and Repealing Resolutions 05-R-746, 92-R-534 and 93-R-553.

2. *Resolution No. 06-R-755, A Resolution Adopting Rates, Fees and Charges to the Users of the City of Brookings Sewer Services; and Repealing Resolution 03-R-715.*

Councilor Mickelson moved, a second followed, and the Council voted unanimously to adopt Resolution No 06-R-755, A Resolution Adopting Rates, Fees and Charges to the Users of the City of Brookings Sewer Services; and Repealing Resolution 03-R-715.

3. *Resolution No. 06-R-756, A Resolution adopting the City of Brookings' supplemental budget for fiscal year 2005/2006.*

Paul Hughes, Finance Director, reviewed the staff report for Resolution No 06-R-756.

Councilor Willms moved, a second followed, and the Council voted unanimously to adopt Resolution No 06-R-756, A Resolution adopting the City of Brookings' supplemental budget for fiscal year 2005/2006.

4. *Resolution No. 06-R-758, A Resolution adopting the City of Brookings' Budget, Declaring Tax Levied, Making Appropriations for the 2006/2007 Fiscal Year and to Categorize the Levy as Provided in ORS 294.435.*

Paul Hughes, Finance Director reviewed staff report for Resolution No. 06-R-758.

Council discussion ensued regarding the need for establishment of an educational program to promote water conservation.

Councilor Anderson moved, a second followed, and the Council voted unanimously to adopt Resolution No. 06-R-758, A Resolution Adopting the City of Brookings' Budget, Declaring Tax Levied,

Making Appropriations for the 2006/2007 Fiscal Year and to Categorize the Levy as Provided in ORS 294.435 with an additional line item under water operating funds for contract services not to exceed \$20,000.

5. *Resolution No. 06-R-760, A Resolution of the City Council of the City of Brookings Establishing Fees for the Performance of the Actions and Reviews Required by the Brookings Municipal Code, and Repealing Resolution No. 92-R-532*

Paul Hughes, Finance Director, reviewed staff report for Resolution No. 06-R-760, to become effective July 1, 2006.

Councilor Gordon moved, a second followed, and the Council voted unanimously to adopt Resolution No. 06-R-760, A Resolution of the City Council of the City of Brookings Establishing Fees for the Performance of the Actions and Reviews Required by the Brookings Municipal Code, and Repealing Resolution No. 92-R-532

X. Remarks from Mayor and Councilors

A. Council

Councilor Anderson remarked that Chetco Avenue would be nice when the highway project was finished.

B. Mayor

The Mayor remarked how attractive City Hall was looking with the completion of some improvement projects.

XI. Adjournment to Meeting of Urban Renewal Agency

Councilor Mickelson moved and the Council voted unanimously by voice vote to adjourn at 8:18 pm to the Meeting of the Urban Renewal Agency.

Respectfully submitted:

Pat Sherman
Mayor

ATTEST by City Recorder this ____ day of _____, 2006.

Paul Hughes
Finance Director/City Recorder

CITY OF BROOKINGS POLICE DEPARTMENT


Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Dale Shaddox
From: Chief Chris Wallace 27813/201
Date: 07-5-2006
Subject: Liquor License Application/ Change Ownership

The Brookings Police Department found no local disqualifying information prohibiting **Kevin Kay Kemp** with his attached liquor license application. **Mr. Kemp** has also requested a change of ownership into his name for the **Pine Cone Tavern** which is located at 629 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted his request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,


Chief Chris Wallace
Brookings Police Department



898 ELK DRIVE
Brookings, Or. 97415
www.brookings.or.us

Phone: (541) 469-3118
Fax: (541) 412-0253

America's
Wild Rivers
Coast
101 MILES OF ALTERNATE SCENES

OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION



PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☒ Limited On-Premises Sales (\$202.60/yr)
☒ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☒ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

FOR CITY AND COUNTY USE ONLY
The city council or county commission:

(name of city or county)

recommends that this license be:

Granted ☐ Denied ☐

By:

(signature)

(date)

Name:

Title:

OLCC USE ONLY

Application Rec'd by: NO7

Date: 6-29-06

90-day authority: ☐ Yes ☐ No

Applying as:

- ☒ Individuals ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company

1. Applicant(s): [See SECTION 1 of the Guide]

① Kevin Kay Kemp

② _____

2. Trade Name (dba): Pine Cone Tavern

3. Business Location: 629 Chetco Ave. Brookings One, 974
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 16365 Hwy. 101 S. Brookings One, 974
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (541) 469-9918
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No

7. If yes to whom: Wilma M. Kemp/Estate of Cecelia Morris - Per. Rep. Type of License: off premises sales
Limited on premises sales

8. Former Business Name: Pine Cone Tavern

9. Will you have a manager? ☒ Yes ☐ No Name: Cecelia Morris

(manager must fill out an individual history form)

10. What is the local governing body where your business is located? Brookings
(name of city or county)

11. Contact person for this application: Kevin Kemp (name)
16365 Hwy 101 S. Brookings One 97415 (address)
(541) 469-3592 (phone number(s)) (541) 469-7055 (fax number)
661-577.7 (e-mail address) (Cecelia)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 6-29-06 ③ _____ Date _____
② [Signature] Date _____ ④ _____ Date _____

1-800-452-OLCC (6522)

www.olcc.state.or.us

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/06	06/01/2006	54649	167	American Sigma	10-00-2005	110.70
06/06	06/01/2006	54650	3552	Atlas Supply - Portland	10-00-2005	2,317.94
06/06	06/01/2006	54651	138	Becco, Inc	10-00-2005	57.90
06/06	06/01/2006	54652	2634	Best Western Agate Beach Inn	10-00-2005	263.00
06/06	06/01/2006	54653	3557	Best Western Horizon Inn	10-00-2005	74.80
06/06	06/01/2006	54654	148	B-H Chamber of Commerce	10-00-2005	100.00
06/06	06/01/2006	54655	3130	Brad Weese	10-00-2005	26.13
06/06	06/01/2006	54656	147	Brookings Glass Inc	10-00-2005	25.00
06/06	06/01/2006	54657	313	Brookings Vol Firefighters	10-00-2005	2,083.33
06/06	06/01/2006	54658	3568	Charles E Jones	10-00-2005	18.30
06/06	06/01/2006	54659	1840	Chetco Federal Credit Union	10-00-2005	3,300.00
06/06	06/01/2006	54660	822	Coast Auto Center	10-00-2005	84.79
06/06	06/01/2006	54661	1745	Coastal Paper & Supply, Inc	10-00-2005	312.73
06/06	06/01/2006	54662	182	Coos-Curry Electric	10-00-2005	14,073.01
06/06	06/01/2006	54663	195	Curry Transfer & Recycling	10-00-2005	22.10
06/06	06/01/2006	54664	3315	Dale Shaddox	10-00-2005	171.82
06/06	06/01/2006	54665	3251	David Lentz	10-00-2005	30.00
06/06	06/01/2006	54666	185	Del Cur Supply	10-00-2005	51.00
06/06	06/01/2006	54667	958	Delaney's Bakery	10-00-2005	16.00
06/06	06/01/2006	54668	3575	Don Rhea	10-00-2005	45.00
06/06	06/01/2006	54669	316	Donald & Roberta Chandler	10-00-2005	548.00
06/06	06/01/2006	54670	1057	Donny Dotson	10-00-2005	69.98
06/06	06/01/2006	54671	749	Emerald Pool & Patio	10-00-2005	309.27
06/06	06/01/2006	54672	2067	Enviro-Clean Equipment	10-00-2005	677.00
06/06	06/01/2006	54673	2882	Globalstar USA	10-00-2005	79.32
06/06	06/01/2006	54674	139	Harbor Logging Supply	10-00-2005	104.35
06/06	06/01/2006	54675	3570	International Code Council	10-00-2005	250.00
06/06	06/01/2006	54676	3567	Jan Bond	10-00-2005	13.31
06/06	06/01/2006	54677	3571	Jan Willms	10-00-2005	24.03
06/06	06/01/2006	54678	3574	Jana Flinders	10-00-2005	49.61
06/06	06/01/2006	54679	3564	Kim Shannon	10-00-2005	95.00
06/06	06/01/2006	54680	3573	Leslie Scully	10-00-2005	89.37
06/06	06/01/2006	54681	3572	Lynne D Smith	10-00-2005	2.65
06/06	06/01/2006	54682	442	OCCMA Summer Conference	10-00-2005	255.00
06/06	06/01/2006	54683	3561	Oil Can Henry's	10-00-2005	247.16
06/06	06/01/2006	54684	449	Oregon Mayors Association	10-00-2005	223.00
06/06	06/01/2006	54685	3284	Pacific Electrical Contr Inc	10-00-2005	913.30
06/06	06/01/2006	54686	3080	Paragon Property	10-00-2005	35.28
06/06	06/01/2006	54687	3569	Paul & Audrey Devitt	10-00-2005	44.87
06/06	06/01/2006	54688	293	Petty Cash	10-00-2005	189.82
06/06	06/01/2006	54689	3566	Phillip W Quinet	10-00-2005	29.41
06/06	06/01/2006	54690	322	Postmaster	10-00-2005	675.00
06/06	06/01/2006	54691	1193	PRN Data Services, Inc	10-00-2005	3,500.00
06/06	06/01/2006	54692	207	Quill Corporation	10-00-2005	614.13
06/06	06/01/2006	54693	199	Richard Harper	10-00-2005	300.00
06/06	06/01/2006	54694	3185	Ron Tribble	10-00-2005	20.05
06/06	06/01/2006	54695	1807	Sheldon Lent	10-00-2005	18.78
06/06	06/01/2006	54696	380	Stadelman Electric Inc	10-00-2005	521.50
06/06	06/01/2006	54697	3565	Tristan Mussen	10-00-2005	70.00
06/06	06/01/2006	54698	170	Umpqua Research Co	10-00-2005	37.80
06/06	06/01/2006	54699	990	United Parcel Service	10-00-2005	73.03
06/06	06/01/2006	54700		Information Only Check	10-00-2005	.00 V
06/06	06/01/2006	54701	136	United Pipe & Supply Co Inc	10-00-2005	978.17
06/06	06/01/2006	54702	824	Vietnam Veterans of America	10-00-2005	750.00
06/06	06/01/2006	54703	861	Village Express Mail Center	10-00-2005	31.56
06/06	06/01/2006	54704	253	Xerox Corporation	10-00-2005	70.73
06/06	06/01/2006	54705	148	B-H Chamber of Commerce	10-00-2005	2,171.60

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/06	06/08/2006	54706	724	Advanced Graphix Inc	10-00-2005	86.75
06/06	06/08/2006	54707	167	American Sigma	10-00-2005	83.20
06/06	06/08/2006	54708	150	Any Time Coffee Service	10-00-2005	11.55
06/06	06/08/2006	54709	1522	Blumenthal Uniforms	10-00-2005	79.60
06/06	06/08/2006	54710	714	Brookings Signs & Graphics	10-00-2005	89.05
06/06	06/08/2006	54711	1118	Brookside Florist	10-00-2005	17.50
06/06	06/08/2006	54712	901	Chambers Plumbing & Heating	10-00-2005	600.00
06/06	06/08/2006	54713	389	Cummins Northwest LLC	10-00-2005	133.34
06/06	06/08/2006	54714	195	Curry Transfer & Recycling	10-00-2005	511.34
06/06	06/08/2006	54715		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54716	166	Dan's Auto & Marine Electric	10-00-2005	369.69
06/06	06/08/2006	54717	259	Da-Tone Rock Products	10-00-2005	1,367.25
06/06	06/08/2006	54718	284	Day-Wireless Systems	10-00-2005	110.50
06/06	06/08/2006	54719	749	Emerald Pool & Patio	10-00-2005	740.89
06/06	06/08/2006	54720	298	Freeman Rock, Inc	10-00-2005	100.00
06/06	06/08/2006	54721	131	HGE, Inc	10-00-2005	16,695.00
06/06	06/08/2006	54722	1082	Hilary Thompson	10-00-2005	25.81
06/06	06/08/2006	54723		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54724		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54725		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54726		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54727		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54728		Information Only Check	10-00-2005	.00 V
06/06	06/08/2006	54729	162	Kerr Hardware	10-00-2005	850.90
06/06	06/08/2006	54730	1397	L N Curtis	10-00-2005	235.95
06/06	06/08/2006	54731	328	Les Schwab Tire Center	10-00-2005	413.14
06/06	06/08/2006	54732	2396	M&M Repair And Welding	10-00-2005	302.50
06/06	06/08/2006	54733	2940	McLennan Contractors LLC	10-00-2005	6,120.38
06/06	06/08/2006	54734	3578	Michael Newcombe	10-00-2005	44.77
06/06	06/08/2006	54735	155	Mory's	10-00-2005	11.03
06/06	06/08/2006	54736	1844	My-Comm, Inc	10-00-2005	694.30
06/06	06/08/2006	54737	685	Neilson Research Corporation	10-00-2005	60.00
06/06	06/08/2006	54738	3159	Northcoast Health Screening	10-00-2005	45.00
06/06	06/08/2006	54739	2025	Nurnberg Scientific	10-00-2005	211.37
06/06	06/08/2006	54740	3532	Ouray Sportswear	10-00-2005	2,849.48
06/06	06/08/2006	54741	1798	OVFA Conference	10-00-2005	450.00
06/06	06/08/2006	54742	322	Postmaster	10-00-2005	1,100.00
06/06	06/08/2006	54743	3538	Potter Manufacturing Co Inc	10-00-2005	666.76
06/06	06/08/2006	54744	180	Ray's Food Place	10-00-2005	85.35
06/06	06/08/2006	54745	3505	Rogue Valley Council of Gov	10-00-2005	644.35
06/06	06/08/2006	54746	169	Roto Rooter	10-00-2005	877.27
06/06	06/08/2006	54747	3543	Save A Life	10-00-2005	1,080.00
06/06	06/08/2006	54748	2443	Sirennet.Com	10-00-2005	518.28
06/06	06/08/2006	54749	380	Stadelman Electric Inc	10-00-2005	34,700.65
06/06	06/08/2006	54750	2254	Sunny Wheatley	10-00-2005	164.00
06/06	06/08/2006	54751	142	Tidewater Contractors Inc	10-00-2005	23,327.80
06/06	06/08/2006	54752	2586	TMG Services Inc	10-00-2005	149.28
06/06	06/08/2006	54753	179	Trew, Cyphers & Meynink	10-00-2005	3,155.00
06/06	06/08/2006	54754	785	U.S. Identification Manual	10-00-2005	82.50
06/06	06/08/2006	54755	170	Umpqua Research Co	10-00-2005	650.00
06/06	06/08/2006	54756	161	United Communications Inc	10-00-2005	1,436.56
06/06	06/08/2006	54757	136	United Pipe & Supply Co Inc	10-00-2005	830.22
06/06	06/08/2006	54758	861	Village Express Mail Center	10-00-2005	18.21
06/06	06/08/2006	54759	3577	Formsandchecks.com	10-00-2005	38.94
06/06	06/13/2006	54760	910	OR Department of Justice	10-00-2005	115.38
06/06	06/13/2006	54761	1132	OR Department of Justice	10-00-2005	322.15
06/06	06/13/2006	54762	2366	OR Department of Justice	10-00-2005	203.08

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/06	06/16/2006	54763	3581	ALSCO	10-00-2005	99.00
06/06	06/16/2006	54764	2407	Blue Star Gas	10-00-2005	1,238.98
06/06	06/16/2006	54765	416	Brookings Lock & Safe Co	10-00-2005	948.00
06/06	06/16/2006	54766	3580	Carlos Moreno	10-00-2005	46.90
06/06	06/16/2006	54767	1745	Coastal Paper & Supply, Inc	10-00-2005	30.00
06/06	06/16/2006	54768	183	Colvin Oil Company	10-00-2005	3,245.88
06/06	06/16/2006	54769	182	Coos-Curry Electric	10-00-2005	3,179.62
06/06	06/16/2006	54770	2542	Crystal Fresh Bottled Water	10-00-2005	260.00
06/06	06/16/2006	54771	151	Curry Coastal Pilot	10-00-2005	3,187.35
06/06	06/16/2006	54772	3315	Dale Shaddox	10-00-2005	136.00
06/06	06/16/2006	54773	185	Del Cur Supply	10-00-2005	34.35
06/06	06/16/2006	54774	773	Environmental Resource Assoc	10-00-2005	228.46
06/06	06/16/2006	54775	153	Ferrellgas	10-00-2005	302.46
06/06	06/16/2006	54776	3584	Frank Scolari	10-00-2005	24.36
06/06	06/16/2006	54777	3588	Gene & Bobbie Laiho	10-00-2005	21.87
06/06	06/16/2006	54778	3518	GLC Concrete Construction Inc	10-00-2005	407.00
06/06	06/16/2006	54779	3583	Harry Roberts	10-00-2005	30.12
06/06	06/16/2006	54780	131	HGE, Inc	10-00-2005	33,488.73
06/06	06/16/2006	54781	3587	Hilary McDonald	10-00-2005	34.98
06/06	06/16/2006	54782	3586	Kenneth Ryan	10-00-2005	40.66
06/06	06/16/2006	54783	2860	Kiefer	10-00-2005	135.00
06/06	06/16/2006	54784	3564	Kim Shannon	10-00-2005	110.00
06/06	06/16/2006	54785	3163	Kwik-Crafts Ltd	10-00-2005	44.46
06/06	06/16/2006	54786	299	Lorings Sporting Goods	10-00-2005	100.00
06/06	06/16/2006	54787	690	Margo Hanscam Prop Mgmt	10-00-2005	3.34
06/06	06/16/2006	54788	3579	Marilyn Whaley	10-00-2005	33.38
06/06	06/16/2006	54789	155	Mory's	10-00-2005	597.00
06/06	06/16/2006	54790	279	One Call Concepts, Inc	10-00-2005	81.90
06/06	06/16/2006	54791	252	Paramount Pest Control	10-00-2005	38.00
06/06	06/16/2006	54792	1193	PRN Data Services, Inc	10-00-2005	275.55
06/06	06/16/2006	54793		Information Only Check	10-00-2005	.00 V
06/06	06/16/2006	54794		Information Only Check	10-00-2005	.00 V
06/06	06/16/2006	54795	207	Quill Corporation	10-00-2005	896.83
06/06	06/16/2006	54796	1218	Richard Dentino	10-00-2005	23.87
06/06	06/16/2006	54797	2936	Ross Walton	10-00-2005	53.86
06/06	06/16/2006	54798	3582	Stacy Tareh	10-00-2005	55.00
06/06	06/16/2006	54799	170	Umpqua Research Co	10-00-2005	72.00
06/06	06/16/2006	54800	991	Verizon Northwest	10-00-2005	543.01
06/06	06/16/2006	54801	269	WW Grainger	10-00-2005	349.60
06/06	06/16/2006	54802	3585	Yocum	10-00-2005	25.22
06/06	06/23/2006	54803	167	American Sigma	10-00-2005	29.20
06/06	06/23/2006	54804	2407	Blue Star Gas	10-00-2005	3,440.72
06/06	06/23/2006	54805	3576	Brock Enterprises Inc	10-00-2005	560.68
06/06	06/23/2006	54806	988	Brookings Harbor Ford/Mercury	10-00-2005	38.95
06/06	06/23/2006	54807	3015	Charter Communications	10-00-2005	1,060.49
06/06	06/23/2006	54808	212	Chem Quip Inc	10-00-2005	1,876.84
06/06	06/23/2006	54809	2339	Coastal Window Tinting	10-00-2005	150.00
06/06	06/23/2006	54810	182	Coos-Curry Electric	10-00-2005	2,764.33
06/06	06/23/2006	54811	566	Curry County Assessor	10-00-2005	4,217.00
06/06	06/23/2006	54812	337	Curry County Health Dept	10-00-2005	40.00
06/06	06/23/2006	54813	3251	David Lentz	10-00-2005	60.02
06/06	06/23/2006	54814	284	Day-Wireless Systems	10-00-2005	109.50
06/06	06/23/2006	54815	2117	Edge Wireless	10-00-2005	284.58
06/06	06/23/2006	54816	198	Grants Pass Water Lab	10-00-2005	154.00
06/06	06/23/2006	54817	131	HGE, Inc	10-00-2005	4,456.23
06/06	06/23/2006	54818	3589	Karen Mosdell	10-00-2005	19.90
06/06	06/23/2006	54819	3590	KBSC TV	10-00-2005	29.19

M = Manual Check, V = Void Check

Check Register - Summary
 GL Posting Period(s): 06/06 - 06/06
 Check Issue Date(s): 06/01/2006 - 06/30/2006

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/06	06/23/2006	54820	1397	L N Curtis	10-00-2005	344.01
06/06	06/23/2006	54821	155	Mory's	10-00-2005	30.65
06/06	06/23/2006	54822	283	Mufflers & More	10-00-2005	100.00
06/06	06/23/2006	54823	1844	My-Comm, Inc	10-00-2005	120.00
06/06	06/23/2006	54824	3562	National Business Furniture	10-00-2005	328.00
06/06	06/23/2006	54825	293	Petty Cash	10-00-2005	180.46
06/06	06/23/2006	54826	2509	Premier Properties	10-00-2005	3.50
06/06	06/23/2006	54827	739	Recreonics, Inc	10-00-2005	128.48
06/06	06/23/2006	54828	380	Stadelman Electric Inc	10-00-2005	2,265.31
06/06	06/23/2006	54829	3459	Sue Densmore Com Strategies	10-00-2005	11,322.34
06/06	06/23/2006	54830	3496	United Communications	10-00-2005	810.00
06/06	06/23/2006	54831	136	United Pipe & Supply Co Inc	10-00-2005	215.38
06/06	06/23/2006	54832	157	Viking Office Products	10-00-2005	166.43
06/06	06/27/2006	54833	1881	AFLAC	10-00-2005	303.04
06/06	06/27/2006	54834	910	OR Department of Justice	10-00-2005	115.38
06/06	06/27/2006	54835	1132	OR Department of Justice	10-00-2005	322.15
06/06	06/29/2006	54836	682	Al's Radio Shack	10-00-2005	24.99
06/06	06/29/2006	54837	167	American Sigma	10-00-2005	92.80
06/06	06/29/2006	54838	1646	Chuck Gage	10-00-2005	85.00
06/06	06/29/2006	54839	183	Colvin Oil Company	10-00-2005	5,788.99
06/06	06/29/2006	54840	182	Coos-Curry Electric	10-00-2005	13,590.54
06/06	06/29/2006	54841	3315	Dale Shaddox	10-00-2005	120.00
06/06	06/29/2006	54842	185	Del Cur Supply	10-00-2005	125.40
06/06	06/29/2006	54843	2906	Driftwood Shores Resort & Conf	10-00-2005	317.52
06/06	06/29/2006	54844	749	Emerald Pool & Patio	10-00-2005	1,276.50
06/06	06/29/2006	54845	298	Freeman Rock, Inc	10-00-2005	866.25
06/06	06/29/2006	54846	1346	Gail's Graphics	10-00-2005	392.00
06/06	06/29/2006	54847	3596	Gerardo Perez	10-00-2005	44.86
06/06	06/29/2006	54848	3518	GLC Concrete Construction Inc	10-00-2005	6,042.00
06/06	06/29/2006	54849	1699	Imagistics	10-00-2005	302.70
06/06	06/29/2006	54850	2748	J & A Handy Crafts	10-00-2005	840.54
06/06	06/29/2006	54851	578	John Cowan	10-00-2005	105.00
06/06	06/29/2006	54852	2598	Larry Garcia	10-00-2005	2.69
06/06	06/29/2006	54853	328	Les Schwab Tire Center	10-00-2005	542.12
06/06	06/29/2006	54854	423	Lynn Peavey Company	10-00-2005	72.00
06/06	06/29/2006	54855	3592	Marion H Puseman	10-00-2005	16.37
06/06	06/29/2006	54856	155	Mory's	10-00-2005	190.00
06/06	06/29/2006	54857	3563	Murphy Robes	10-00-2005	195.00
06/06	06/29/2006	54858	2974	Pat Sherman	10-00-2005	37.00
06/06	06/29/2006	54859	3591	Photography Unplugged	10-00-2005	44.14
06/06	06/29/2006	54860	207	Quill Corporation	10-00-2005	41.38
06/06	06/29/2006	54861	3594	Ray & Kim Cozby	10-00-2005	9.11
06/06	06/29/2006	54862	3595	Raymond Davis	10-00-2005	2.08
06/06	06/29/2006	54863	3593	Renee Surchuck	10-00-2005	12.77
06/06	06/29/2006	54864	3505	Rogue Valley Council of Gov	10-00-2005	275.39
06/06	06/29/2006	54865	2936	Ross Walton	10-00-2005	44.15
06/06	06/29/2006	54866	3582	Stacy Tares	10-00-2005	70.00
06/06	06/29/2006	54867	3220	The Radar Shop	10-00-2005	392.00
06/06	06/29/2006	54868	3063	Tim Rettke	10-00-2005	85.00
06/06	06/29/2006	54869	990	United Parcel Service	10-00-2005	42.28
06/06	06/29/2006	54870	432	USA Bluebook	10-00-2005	88.18
06/06	06/29/2006	54871	861	Village Express Mail Center	10-00-2005	18.09
06/06	06/29/2006	54872		Information Only Check	10-00-2005	.00 V
06/06	06/29/2006	54873	2122	VISA	10-00-2005	775.30

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
Totals:						260,179.30

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: May 2006

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDC's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
2	Single Family Dwelling	\$1,373.50	\$892.78	\$109.88	\$25,088.44	\$402,240.00	28	\$5,452,659.00	21	\$4,588,202.00
2	Single Family Addition	\$336.50	\$192.23	\$26.92	\$0.00	\$51,163.00	4	\$156,077.00	9	\$253,734.00
2	Single Family Garage-Carport	\$179.00	\$116.36	\$14.32	\$0.00	\$21,664.00	4	\$39,603.00	4	\$104,981.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,117,383.00	5	\$1,717,616.00
1	Multi-Family Residential Apts	\$1,898.00	\$1,992.90	\$151.84	\$17,657.00	\$685,349.00	2	\$1,372,930.00	0	\$0.00
1	Commercial New	\$518.00	\$336.70	\$41.44	\$10,286.70	\$133,600.00	4	\$1,061,952.00	1	\$167,246.00
1	Commercial Addition-Change	\$215.50	\$140.08	\$17.24	\$0.00	\$34,998.00	4	\$73,027.00	4	\$5,949,000.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$16,870.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	3	\$0.00
2	Misc.-Retaining Wall-Fence	\$641.00	\$416.68	\$51.28	\$0.00	\$159,060.00	8	\$237,740.00	7	\$132,746.00
11	Total Building Permits	\$5,161.50	\$4,087.71	\$412.92	\$53,032.14	\$1,488,074.00	58	\$9,511,371.00	55	\$12,930,395.00
4	Mechanical Permits	\$175.00	\$0.00	\$14.00	N/A	N/A	48	N/A		N/A
4	Plumbing Permits	\$380.80	N/A	\$30.46	N/A	N/A	39	N/A		N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A		N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A		N/A
19	TOTAL PERMITS	\$5,717.30	\$4,087.71	\$457.38	\$53,032.14	\$1,488,074.00	147	\$9,511,371.00	55	\$12,930,395.00
	Total Year to Date Calculated Fees	\$36,114.36	\$22,535.49	\$2,916.74	\$372,192.14					
	2005 YTD Calculated Fees	\$43,102.95	\$32,476.51	\$3,043.01	\$239,197.00					

URBAN RENEWAL DISTRICT - BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: **May 2006**

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDC's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$577,906.00
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$33,129.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
1	Commercial New	\$518.00	\$336.70	\$41.44	\$10,286.70	\$133,600.00	4	\$1,061,952.00	1	\$167,246.00
1	Commercial Addition-Change	\$215.50	\$140.08	\$17.24	\$0.00	\$34,998.00	2	\$42,054.00	3	\$5,937,000.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
2	Total Building Permits	\$733.50	\$476.78	\$58.68	\$10,286.70	\$168,598.00	6	\$1,104,006.00	7	\$6,715,281.00
1	Mechanical Permits	\$25.00	\$0.00	\$2.00	N/A	N/A	4	N/A	4	N/A
1	Plumbing Permits	\$47.60	N/A	\$3.81	N/A	N/A	4	N/A	2	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
4	TOTAL PERMITS	\$806.10	\$476.78	\$64.49	\$10,286.70	\$168,598.00	14	\$1,104,006.00	13	\$6,715,281.00
	Total Year to Date Calculated Fees	\$4,015.90	\$3,164.62	\$321.27	\$57,042.70					
	2005 YTD Calculated Fees	\$18,454.70	\$17,890.04	\$1,291.83	\$25,656.00					