

Agenda

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

Beginning at 6:00 p.m., before the regularly scheduled Common Council meeting, City Attorney John Trew will conduct a review of the State of Oregon *Ethics Guide for Public Officials* as required in Section 17.A of City Ordinance 00-O-535.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

- A. Ceremonies
 - 1. Arbor Day Proclamation [page 5]

V. Oral Requests and Communications from the Audience

- A. Committee and Liaison reports
 - 1. Chamber of Commerce
 - 2. Council Liaisons
- B. Unscheduled

VI. Regular Agenda

- A. Approval of continuation of the Yard of the Month/Most Improved Property/Commercial Property Program for 2006 (City Manager) [page 7]
- B. Award of bid for parallel water pipe project (Public Works) [page 9]
- C. Award of contract for Stormwater Master Plan of Urban Growth Area (Public Works) [page 15]
- D. Approval of Farmers Market season to be conducted on a portion of Ross Road (City Manager) [page 55]
- E. Approval of Urban Renewal Advisory Committee (URAC) recommended color guidelines for the Urban Renewal District (City Manager) [page 63]

VII. Consent Calendar

- A. Approval of Council Meeting Minutes
 - 1. Meeting of March 22, 2006 [page 81]
 - 2. Meeting of March 27, 2006 [page 83]
- B. Acceptance of Planning Commission Minutes
 - 1. Meeting of March 21, 2006 [page 89]
- C. Approval of vouchers for month of March, 2006 (\$269,232.25) [page 93]

End Consent Calendar

VIII. Ordinances/Resolutions/Final Orders

A. Ordinances

- 1. Ordinance No. 06-O-572, An Ordinance of the City of Brookings, Oregon, adopting the Brookings Municipal Code. [page 99]

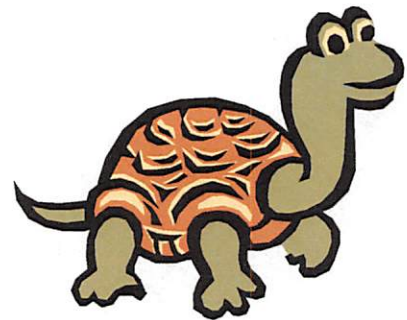
B. Resolutions

- 1. Resolution No. 06-R-751, A Resolution in the matter of approving rates for sanitation services to be charged by Curry Transfer and Recycling to customers in the City of Brookings. [page 105]

IX. Remarks from Mayor and Councilors

- A. Council
- B. Mayor

X. Adjournment



Events

April 2006

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

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

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					April 1 Carpet being installed
					2 Carpet being installed
3	4	5	6	7	8
9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing 10:30am FH CEP K-School Earthquake prep 7:00pm CC-Planning 7:00pm Ed. CEP Evergreen	10:00am CC- Site Plan Com Mtg/LauraLee Gray 12:00pm CC Commnity Agencies mtg 1:30pm CC Land 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff mtg/EWait 9:00am CC-Crm Stoppers 3:00pm CC SafetyComMtg Kathy Dunn	Video and audio systems updated	9
10	11	12	13	14	15
6:00pm CC Ethics Work Session 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	10:00am FH-Brookings Rural Fire District-Phil Cox-469-5729	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC ODOT CARS 1:00pm CC Council Work Session Fee Study 3:00pm FH Urban Renewal		16
17	18	19	20	21	22
9:30am CC-VIPS/Volunteers in Police Service-BP 6:00pm CC-American Red Cross Mtg/Karen 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palicki-X217 7:00pm CC Planning Commission meeting	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 1:00pm CC-Municipal Court 2:00pm CC-CEP (Citizens for Emergency Preparedness): MArr		23
24	25	26	27	28	29
6:00pm CC Council Work Session Water issues 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	CC Police Dept. Mike 2242	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee 6:00pm CC Budget Mtg	8:15am CC-CmtyDevDpt Staff mtg/EWait 7:00pm CC-Parks & Rec Comm/City Manager		25 CC Traffic School with Marvin
					30

CC Council Chamber
FH Fire Hall
CM City Manager's Office

Events

May 2006

May 2006						
S	M	T	W	T	F	S
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

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

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
May 1 9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	2 8:30am CC-Investigator/Patrol Information Sharing 7:00pm CC-Planning Commssn 7:00pm Ed. CEP Evergreen Federal Joyce 469-	3 10:00am CC- Site Plan Com Mtg/LauraLee Gray 12:00pm CC Comnity Agencies mtg 1:30pm CC Land 7:00pm FH-PoliceReserves	4 8:15am CC-CmtyDevDpt Staff mtg/EWait 9:00am CC-Crm Stoppers 3:00pm CC SafetyComMtg Kathy Dunn	5	6
8	9	10	11	12	13
CC Elections Kim					
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	10:00am FH-Brookings Rural Fire District-Phil Cox-469-5729	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 3:00pm CC Urban Renewal Advisory Committee		14
15	16	17	18	19	20
9:00am CC Elections Kim 9:30am CC-VIPS/Volunteers in Police Service-BP 6:00pm CC-American Red Cross Mtg/Karen 7:00pm FH-FireTng/ChShrp	7:00am CC Elections Kim 8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palic 7:00pm CC Planning Commission meeting	10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 1:00pm CC-Municipal Court 2:00pm CC CEP Joyce 469-8817		21
22	23	24	25	26	27
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	8:15am CC-CmtyDevDpt Staff mtg/EWait 7:00pm CC-Parks & Rec Comm/City Manager		CC Traffic School with Marvin 225
29	30	31			28
7:00pm FH-FireTng/ChShrp (Fire Hall)		10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:30pm CC Land Development Code committee			

CC Council Chamber
FH Fire Hall
CM City Manager's Office

PROCLAMATION

WHEREAS, a holiday known as Arbor Day is observed around the world as a time to recognize the value of trees and

WHEREAS, we in Brookings are blessed with a fine variety of trees from the spring blossoming to the majestic evergreen and

WHEREAS, trees clean our air, buffer our homes from wind, rain, and sun, reduce erosion, enrich our soil; attract our birds; shelter our wildlife and

WHEREAS, trees, wherever they are planted, are a source of beauty and joy that add to our quality of life,

NOW THEREFORE, I, Pat Sherman, Mayor of the City of Brookings, do hereby proclaim April 28th as

ARBOR DAY

FURTHER, I urge all citizens to plant and preserve trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Brookings to be affixed this 10th day of April, 2006.



Pat Sherman
Mayor

City of Brookings
898 Elk Drive
Brookings, OR 97415



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: City Manager

Date: April 4, 2006

Re: Yard of Month/Most Improved Property/Commercial Property

Subject: Yard of Month/Most Improved Property/Commercial Property

Recommendation: Approval to continue the Yard of Month/Most Improved Property/Commercial Property program.

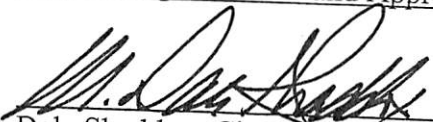
Background /Discussion: After four very successful years of honoring citizens of Brookings who have worked hard to make their properties an asset to the City's landscape, the time has come decide whether to continue the program.

During the spring and summer months an unbiased/anonymous committee selects a Yard of the Month, a Most Improved Property, and a Commercial Property within the city limits. The Yard of the Month is a property that shows outstanding landscape. Most Improved Property is not necessarily the most attractive but is a property that has been substantially improved. Landscaping, building(s), and recent improvements are considered for Commercial Property. The Commercial program was implemented last spring.

This program says thank you to those residents who work hard to make their properties and Brookings a more beautiful place to live. An attractive sign is placed in their yard by the Mayor and City Manager. The property owners also receive recognition in the Curry Coastal Pilot, on KURY and KCRE radio, and on the City's website.

Financial Impact(s): Monthly winners are awarded a \$50 credit toward their water/sewer bill, or in the case of the commercial property owner not responsible for the water/sewer the credit will be applied toward their next business license renewal. The program costs the City approximately \$750 per year.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

CITY OF BROOKINGS

City Council Agenda Report



Date: April 6, 2006

To: Mayor & City Council

From: Don Wilcox, Public Works Director *(DTW)*

Through: Dale Shaddox, City Manager

Subject: Award of a Capital Improvement Project construction contract.

Recommendation: Approve a Construction Contract with Freeman Contracting, Inc. for construction of a 16-inch Water Line – North Bank Road to Old County Road.

Background /Discussion:

We have reviewed bids that were received on March 30, 2006 for the 16" water line extending from the North Bank Road to Old County Road. Five (5) bids were received, and the lowest responsible bid was received from Freeman Contracting, Inc. for a total bid price of \$ 339,988.00. HGE had developed an estimate of \$ 425,200 for completion of this work, and the bid of Freeman Contracting is a good bid for the level of work that will be involved. HGE recommends award of the 16" waterline project from North Bank Road to Old County Road to Freeman Contracting, Inc. A spreadsheet is attached which shows a breakdown of all the bids, and a copy of the bid bond for their contract is attached. This project utilizes water system improvement funding included in the current year Budget. Priority was initially given to construction of a new 2.0 MG water reservoir as the next water system Capital Improvement Project; however this pipe line project will be necessary prior to the new reservoir project in order to maintain any new reservoirs at operational levels.

Financial Impact(s):

The bid amount of \$339,988 does not include engineering expense during the construction phase, or project contingency expense. The project including engineering and contingencies is estimated at \$430,000. The estimate reported in the February Council agenda report was \$575,000. Approximately 12% or \$51,600 is eligible for, and will use, SDC funding. The remaining amount of \$378,400 will come from the General Reserve Fund which currently has \$600,000 earmarked for the 2.0 MG water reservoir.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

BIDDERS				Freeman Contracting, Inc. P.O. Box 5690 Brookings, Oregon 97415		Beckley Excavation & Utility P.O. Box 999 Winchester, Oregon 97495		Bill Booker Construction Co. 30600 East Springhill Road Troutdale, Oregon 97060		Johnson Rock Products P.O. Box 1250 Coos Bay, Oregon 97420		Cradar Enterprises P.O. Box 5028 Roseburg, Oregon 97470	
Item	Description	Quantity	Unit	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
(01)	Mobilization	1	LS	\$15,000.00	\$ 15,000.00	\$ 24,000.00	\$ 24,000.00	\$ 6,000.00	\$ 6,000.00	\$ 40,641.00	\$ 40,641.00	\$ 32,000.00	\$ 32,000.00
(02)	Removal of Structures and Obstructions	1	LS	\$1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 300.00	\$ 300.00	\$ 17,340.00	\$ 17,340.00	\$ 10,000.00	\$ 10,000.00
(03)	Clearing and Grubbing	1	LS	\$1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 37,000.00	\$ 37,000.00	\$ 3,109.00	\$ 3,109.00	\$ 10,000.00	\$ 10,000.00
(04)	Trench Excavation, Bedding, Pipe Zone and Backfill												
4.1	Common Trench Excavation, Pipe Bedding, Pipe Zone and Class I Backfill	400	LF	\$20.00	\$ 8,000.00	\$ 31.00	\$ 12,400.00	\$ 20.00	\$ 8,000.00	\$ 47.62	\$ 19,048.00	\$ 60.00	\$ 24,000.00
4.2	Common Trench Excavation, Pipe Bedding, Pipe Zone and Class III Backfill, 0 - 8 feet deep	1,780	LF	\$49.00	\$ 87,220.00	\$64.00	\$ 113,920.00	\$ 44.00	\$ 78,320.00	\$ 50.37	\$ 89,658.60	\$ 50.00	\$ 89,000.00
4.3	Common Trench Excavation, Pipe Bedding, Pipe Zone and Class IV Backfill	195	LF	\$68.00	\$ 13,260.00	\$ 125.00	\$ 24,375.00	\$ 144.00	\$ 28,080.00	\$ 90.86	\$ 17,717.70	\$ 160.00	\$ 31,200.00
4.4	Rock Excavation	50	CY	\$120.00	\$ 6,000.00	\$ 150.00	\$ 7,500.00	\$ 1.00	\$ 50.00	\$ 185.00	\$ 8,250.00	\$ 125.00	\$ 6,250.00
(05)	Foundation Stabilization	75	CY	\$66.00	\$ 4,950.00	\$ 42.00	\$ 3,150.00	\$ 1.00	\$ 75.00	\$ 35.49	\$ 2,661.75	\$ 40.00	\$ 3,000.00
(06)	Waterline Installation												
6.1	6" Class 150 PVC Waterline	10	LF	\$68.00	\$ 680.00	\$ 52.00	\$ 520.00	\$ 22.00	\$ 220.00	\$ 50.59	\$ 505.90	\$ 100.00	\$ 1,000.00
6.2	8" Class 150 PVC Waterline	20	LF	\$70.00	\$ 1,400.00	\$ 55.00	\$ 1,100.00	\$ 24.00	\$ 480.00	\$ 51.84	\$ 1,036.80	\$ 100.00	\$ 2,000.00
6.3	12" Class 150 PVC Waterline	10	LF	\$80.00	\$ 800.00	\$ 60.00	\$ 600.00	\$ 30.00	\$ 300.00	\$ 106.14	\$ 1,061.40	\$ 120.00	\$ 1,200.00
6.4	14" Class 235 Waterline	15	LF	\$96.00	\$ 1,440.00	\$ 40.00	\$ 600.00	\$ 44.00	\$ 660.00	\$ 93.21	\$ 1,398.15	\$ 160.00	\$ 2,400.00
6.5	16" Class 165 Waterline	1,563	LF	\$33.00	\$ 51,579.00	\$ 26.00	\$ 40,638.00	\$ 43.10	\$ 67,365.30	\$ 32.94	\$ 51,485.22	\$ 50.00	\$ 78,150.00
6.6	16" Class 235 Waterline	812	LF	\$43.00	\$ 34,916.00	\$ 35.00	\$ 28,420.00	\$ 48.00	\$ 38,976.00	\$ 44.50	\$ 36,134.00	\$ 60.00	\$ 48,720.00
(07)	Waterpipe Appurtenances												
7.1	14" Flg. Tee	1	EA	\$2,195.00	\$ 2,195.00	\$ 1,575.00	\$ 1,575.00	\$ 2,000.00	\$ 2,000.00	\$ 1,938.00	\$ 1,938.00	\$ 2,500.00	\$ 2,500.00
7.2	16" x 8" Flg. Tee	1	EA	\$2,570.00	\$ 2,570.00	\$ 2,200.00	\$ 2,200.00	\$ 2,700.00	\$ 2,700.00	\$ 2,515.00	\$ 2,515.00	\$ 3,000.00	\$ 3,000.00
7.3	12" MJ x 12" Flg. Tee	1	EA	\$1,253.00	\$ 1,253.00	\$ 800.00	\$ 800.00	\$ 1,100.00	\$ 1,100.00	\$ 1,119.00	\$ 1,119.00	\$ 1,200.00	\$ 1,200.00
7.4	8" x 6" MJ x Flg. Tee with Restraint	1	EA	\$501.00	\$ 501.00	\$ 650.00	\$ 650.00	\$ 770.00	\$ 770.00	\$ 541.00	\$ 541.00	\$ 500.00	\$ 500.00
7.5	16" -90° Flg. x MJ Elbow	1	EA	\$2,354.00	\$ 2,354.00	\$ 2,000.00	\$ 2,000.00	\$ 1,550.00	\$ 1,550.00	\$ 1,608.00	\$ 1,608.00	\$ 1,500.00	\$ 1,500.00
7.6	16" -11-1/4° Flg. x MJ Elbow	3	EA	\$2,406.00	\$ 7,218.00	\$ 1,400.00	\$ 4,200.00	\$ 2,400.00	\$ 7,200.00	\$ 1,007.00	\$ 3,021.00	\$ 2,800.00	\$ 8,400.00
7.7	16" -45° MJ Elbow	3	EA	\$1,527.00	\$ 4,581.00	\$ 934.00	\$ 2,802.00	\$ 1,100.00	\$ 3,300.00	\$ 1,123.00	\$ 3,369.00	\$ 1,200.00	\$ 3,600.00
7.8	16" -22-1/2° MJ Elbow	6	EA	\$986.00	\$ 5,916.00	\$ 967.00	\$ 5,802.00	\$ 1,100.00	\$ 6,600.00	\$ 1,194.00	\$ 7,164.00	\$ 1,200.00	\$ 7,200.00
7.9	16" -11-1/4° MJ Elbow	1	EA	\$1,570.00	\$ 1,570.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,171.00	\$ 1,171.00	\$ 1,200.00	\$ 1,200.00
7.10	16" Flg. x 14" PE Reducer	1	EA	\$689.00	\$ 689.00	\$ 650.00	\$ 650.00	\$ 950.00	\$ 950.00	\$ 1,430.00	\$ 1,430.00	\$ 1,300.00	\$ 1,300.00
7.11	16" x 12" Flg. Reducer	1	EA	\$1,593.00	\$ 1,593.00	\$ 1,375.00	\$ 1,375.00	\$ 1,700.00	\$ 1,700.00	\$ 1,708.00	\$ 1,708.00	\$ 2,500.00	\$ 2,500.00
7.12	12" PE x 6" MJ Reducer	1	EA	\$372.00	\$ 372.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
7.13	16" Flg. x MJ Adapter	1	EA	\$765.00	\$ 765.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 785.00	\$ 785.00	\$ 1,500.00	\$ 1,500.00
7.14	14" Flg. x MJ Adapter	1	EA	\$719.00	\$ 719.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 699.00	\$ 699.00	\$ 1,500.00	\$ 1,500.00
7.15	14" PVC to AC Transition Couplings	2	EA	\$857.00	\$ 1,714.00	\$ 520.00	\$ 1,040.00	\$ 1,850.00	\$ 3,700.00	\$ 627.00	\$ 1,254.00	\$ 1,500.00	\$ 3,000.00
7.16	8" MJ End Cap with Restraint	1	EA	\$308.00	\$ 308.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 200.00	\$ 397.00	\$ 397.00	\$ 350.00	\$ 350.00
7.17	6" Cast Transition Coupling	1	EA	\$297.00	\$ 297.00	\$ 450.00	\$ 450.00	\$ 250.00	\$ 250.00	\$ 182.00	\$ 182.00	\$ 400.00	\$ 400.00
7.18	16" Flg. Butterfly Valve	1	EA	\$2,211.00	\$ 2,211.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00	\$ 2,438.00	\$ 2,438.00	\$ 3,000.00	\$ 3,000.00
7.19	16" Flg. x MJ Butterfly Valves	1	EA	\$2,175.00	\$ 2,175.00	\$ 2,500.00	\$ 2,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,356.00	\$ 2,356.00	\$ 3,000.00	\$ 3,000.00
7.20	14" Flg. x MJ Butterfly Valves	2	EA	\$2,203.00	\$ 4,406.00	\$ 2,500.00	\$ 5,000.00	\$ 1,250.00	\$ 2,500.00	\$ 2,206.00	\$ 4,412.00	\$ 2,800.00	\$ 5,600.00
7.21	8" Flg. x MJ Gate Valve with Restraint	1	EA	\$901.00	\$ 901.00	\$ 875.00	\$ 875.00	\$ 800.00	\$ 800.00	\$ 1,045.00	\$ 1,045.00	\$ 1,000.00	\$ 1,000.00
7.22	2" on 16" Air Vacuum Relief Assemblies	2	EA	\$1,361.00	\$ 2,722.00	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00	\$ 2,490.00	\$ 4,980.00	\$ 2,000.00	\$ 4,000.00
7.23	Fire Hydrant Assembly Including 6" Flg. x MJ Gate Valve, Valve Box and PVC Spool	1	EA	\$7,070.00	\$ 7,070.00	\$ 4,200.00	\$ 4,200.00	\$ 3,400.00	\$ 3,400.00	\$ 3,192.00	\$ 3,192.00	\$ 3,000.00	\$ 3,000.00
(08)	Toning Wire	2,425	LF	\$0.70	\$ 1,697.50	\$ 0.20	\$ 485.00	\$ 0.10	\$ 242.00	\$ 0.22	\$ 533.50	\$ 1.00	\$ 2,425.00
(09)	Warning Tape	2,425	LF	\$0.70	\$ 1,697.50	\$ 0.20	\$ 485.00	\$ 0.10	\$ 242.00	\$ 0.17	\$ 412.25	\$ 1.00	\$ 2,425.00
(10)	Compaction Tests	10	EA	\$380.00	\$ 3,800.00	\$ 500.00	\$ 5,000.00	\$ 30.00	\$ 300.00	\$ 1,097.00	\$ 10,970.00	\$ 150.00	\$ 1,500.00
(11)	Aggregate Base and Surfacing	465	CY	\$35.00	\$ 16,275.00	\$ 27.50	\$ 12,787.50	\$ 29.00	\$ 13,485.00	\$ 25.50	\$ 11,857.50	\$ 40.00	\$ 18,600.00
(12)	Asphaltic Concrete Trench Patch	170	TONS	\$105.00	\$ 17,850.00	\$ 102.00	\$ 17,340.00	\$ 160.00	\$ 27,200.00	\$ 163.23	\$ 27,749.10	\$ 130.00	\$ 22,100.00
(13)	Asphaltic Concrete Pavement in Driveway	165	TONS	\$105.00	\$ 17,325.00	\$ 102.00	\$ 16,830.00	\$ 165.00	\$ 30,525.00	\$ 107.53	\$ 17,742.45	\$ 120.00	\$ 19,800.00
TOTAL BID: 16" WATERLINE, NORTH BANK ROAD TO OLD COUNTY ROAD				\$ 339,888.00		\$ 360,069.50		\$ 387,191.30		\$ 407,116.32		\$ 465,620.00	

BID BOND**BIDDER (Name and Address):**

Freeman Contracting, Inc.
 PO Box 5690
 Brookings, Oregon 97415

SURETY (Name and Address of Principal Place of Business):

Western Surety Company
 P. O. Box 4049
 Portland, OR 97208

OWNER (Name and Address):

City of Brookings
 898 Elk Drive
 Brookings, Oregon 97415

BID DUE DATE: March 30 2006

PROJECT (Brief Description Including Location):

16" Waterline North Bank Road to Old County Road, 04-90

BOND

BOND NUMBER: n/a

DATE (Not later than Bid due date): March 30 2006

PENAL SUM:	Ten Percent of the Total Amount Bid----	(10%)
	(Words)	(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER Freeman Contracting, Inc.

SURETY Western Surety Company

(Seal)
 Bidders Name and Corporate Seal

(Seal)
 Surety's Name and Corporate Seal

By: David W. Freeman President
 Signature and Title

By: Tamara A. Ringeisen Attorney-In-Fact
 Signature and Title (Attach Power of Attorney)

Attest: Karen M. Pata Office Administrator
 Signature and Title

Attest: Gay M. Carment
 Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.



ARCHITECTS
ENGINEERS
SURVEYORS
PLANNERS

375 PARK AVE
COOS BAY
OREGON
97420

541.269.1166
FAX 541.269.1833
CELL 541.404.3791
rnored@hge1.com

Richard D. Nored, P.E.
Joseph A. Slack, A.I.A.
Russ Dodge, PLS
Stephen R. Cox

April 5, 2006

City of Brookings
898 Elk Drive
Brookings, Oregon 97415

Attn: Don Wilcox, P.E.
Public Works Director

Re: 16" Water Line - North Bank Road to Old County Road
Project No. 04.90

Dear Don:

We have reviewed bids that were received for the 16" water line extending from the North Bank Road to Old County Road, on March 30, 2006. Five (5) bids were received, and the lowest responsible bid was received from Freeman Contracting, Inc. at a unit price bid of \$ 339,988.00. HGE had developed an estimate of \$ 425,200 for completion of this work, and the bid of Freeman Contracting is a good bid for the level of work that will be involved.

HGE recommends award of the 16" waterline project from North Bank Road to Old County Road to Freeman Contracting, Inc. A spreadsheet is attached which shows a breakdown of all the bids, and a copy of the bid bond for their contract is attached.

If you have any questions or concerns, please contact me.

Very truly yours,

**HGE INC., Architects, Engineers,
Surveyors & Planners**

Richard D. Nored, P.E.
President

:

CITY OF BROOKINGS

City Council Agenda Report



Date: April 6, 2006

To: Mayor & City Council

From: Don Wilcox, Public Works Director *DTW*

Through: Dale Shaddox, City Manager

Subject: Award of a Professional Consulting Services contract for completion of a Stormwater Master Plan

Recommendation: Approve a *Standard Form of Agreement between Owner and Engineer for Storm Water Facilities Master Plan*

Background /Discussion:

The City of Brookings and Curry County entered into an Intergovernmental Agreement (IGA) effective November 2, 2005 to work together to hire a consulting firm to produce a Stormwater Facilities Master Plan (SWFMP) for the Brookings Urban Growth Boundary (UGB). The City then contracted with the Rogue Valley Council of Governments (RVCOG) to write the Scope of Services and assist in Consultant selection. We have selected HGE Engineering as the best qualified consultant to complete this project given their qualifications, local experience and ability to perform within the timelines required by the grant expiration. The Oregon Department of Land Conservation and Development (DLCD) have approved our selection of HGE as a qualified Consultant. This project will be complete within 180 days of authorization to proceed.

Financial Impact(s):

The City of Brookings has currently budgeted \$50,000 and has received approval for a matching \$50,000 grant from the DLCD. Curry County has currently budgeted \$10,000 and has received approval for a \$25,000 grant from DLCD for this project.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STORM WATER FACILITIES MASTER PLAN**

This is an Agreement between **City of Brookings, Curry County, Oregon and Curry County, Oregon** hereinafter called (**OWNER**) and **HGE Inc., Architects, Engineers, Surveyors & Planners (HGE)**, hereinafter called (**ENGINEER**).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultations and advice for a professional fee (as set forth below) in connection with the preparation of a **Storm Water Facilities Master Plan (the Assignment)** within the Urban Growth Boundary (UGB) for the City of Brookings.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 PROJECT. ENGINEER'S work shall consist of developing a Storm Water Facilities Master Plan in accordance with the tasks outlined herein. After written authorization to proceed, ENGINEER shall perform the following professional services.
 - 1.1.1 Consult with OWNER to clarify and define OWNER'S requirements for the Assignment and review available data;
 - 1.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;
 - 1.1.3. Provide analyses of OWNER'S needs with evaluations and comparative studies and planning;
 - 1.1.4. Prepare a report of ENGINEER'S findings and recommendations and furnish nine (9) draft copies and forty (40) final copies to be reviewed in person with OWNER.
 - 1.1.5. It is understood that Curry County will request plan reviews by Charles Strom, P.E., Marquess & Associates, Curry County Engineer of record, and ENGINEER will provide compensation for plan reviews.
- 1.2 All work shall be in accordance with the attached Project Background, Project Approach, and Scope of Work provided in **Attachment A, for areas with the Brookings Urban Growth Boundary (UGB)**. All work is anticipated to utilize a combination of Oregon Department of Land Conservation and Development (DLCD) grants, City of Brookings, and Curry County funds.

SECTION 2 - ADDITIONAL SERVICES

- 2.1 If authorized in writing by OWNER, additional services related to the Assignment will be performed by ENGINEER for an additional professional fee. The additional professional fee shall be on an hourly basis plus reimbursables, as described in **Attachment B**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Assignment and designate in writing a person with authority to act on OWNER'S behalf on all matters concerning the Assignment.
- 3.2 Furnish to ENGINEER all available data pertinent to the Assignment, and provide Engineer services of OWNER'S employees required for the performance of ENGINEER'S services hereunder. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this Agreement.
- 3.3 Provide the ENGINEER with copies of all documents listed in the project background, project approach, and scope of work: Any mapping of the existing drainage system, and all previous drainage studies, if available, will be provided for usage by the ENGINEER, who will utilize the data as background information for preparation of the Storm Water Facilities Master Plan, as described.
- 3.4 Upon notice, arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5 Assist ENGINEER during field investigation in the City of Brookings, by advising Engineer of all known drainage piping and concerns existing in the City of Brookings.
- 3.6 Bear all costs incident to compliance with the requirements of this Section 3 by OWNER'S employees.

SECTION 4 - PERIOD OF SERVICE

- 4.1 ENGINEER shall make a reasonable effort to perform the basic services under this Agreement within 180 days of authorization, commencing on the date of receipt of the signed Agreement from OWNER. ENGINEER shall inform OWNER of any scheduling delays and possible consequences.

- 4.2 ENGINEER'S additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.3 If any time period within or date by which any of ENGINEER'S services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performances shall be subject to equitable adjustment.
- 4.4 This Agreement shall remain in force until the basic services are completed and accepted, or until terminated in accordance with Section 6: Termination.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 OWNER shall pay ENGINEER for all basic services rendered under Section 1 and defined in **Attachment A**, for areas within the Brookings Urban Growth Boundary, as follows:
 - 5.1.1 Engineering services shall be provided on an hourly rate basis, with rates stipulated in Attachment B, with a not to exceed cost of **\$135,000** for developing the Storm Water Facilities Master Plan. If requested by OWNER, additional engineering shall be compensated on an hourly basis according to the attached fee schedule (**Attachment B**), and such fees shall be over and above the engineering services described above.
- 5.2 ENGINEER shall submit monthly statements for basic services rendered. OWNER shall make prompt monthly payments for ENGINEER'S monthly invoices.
 - 5.2.1 ENGINEER'S above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the plan.

SECTION 6 - TERMINATION

- 6.1 Either party may terminate this agreement upon ten (10) working days written notice to the other in the event of a material breach by the other party to perform in accordance with the terms hereof, but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach.
- 6.2 In the event of termination, the ENGINEER shall be paid for services performed to the termination notice date.
- 6.3 Such early termination shall not give rise to any claim for loss of anticipated profits.

- 6.4 The grant agreement between the OWNER and the DLCD expires on June 30, 2006. It is anticipated that the grant time period will be extended, but it is understood by all parties that this Agreement will terminate if the grant period is not extended. If the time period is not extended, any work which is not billed and paid by July 31, 2006 will not be paid.

SECTION 7 - GENERAL CONSIDERATIONS

- 7.1 WARRANTY OF ABILITY. ENGINEER warrants to OWNER that ENGINEER is in the business of providing the type of personal service required for the performance of this Agreement, has obtained all necessary certifications, degrees, and licenses.
- 7.2 HOLD HARMLESS. It is understood that ENGINEER is not an agent of OWNER and shall not represent itself as an agent of the OWNER. ENGINEER is not authorized to enter into any contracts on behalf of OWNER and shall be solely responsible for such contracts and shall indemnify and defend the OWNER to the extent of Article XI, Section 7, of the Oregon Constitution, and ORS Sections 30.260 through 30.300 on any claims arising out of such contracts.
- ENGINEER shall provide all necessary support services at ENGINEER'S expense. OWNER may provide additional support services at the discretion of OWNER'S authorized representative.
- 7.3 GENERAL COMPLIANCE WITH LAWS. It is understood that all work shall be performed in compliance with federal, state, and local laws and ordinances applicable to public contracts and the Work to be performed under this Agreement.
- 7.4 LIABILITY TO THIRD PERSONS. Neither ENGINEER nor ENGINEER'S independent professional associates or consultants shall by this Agreement, be liable to third persons for claims, damages, losses or expenses.
- 7.5 PROJECT INSURANCE. It is agreed that the ENGINEER will obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under Worker's Compensation Act by ENGINEER'S employees and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage and other claims which arise from the performance by the ENGINEER or by the ENGINEER'S employees of the services required under this Agreement. ENGINEER shall obtain and maintain in effect during the term of and until final acceptance of all work under this Agreement a policy of liability and property damage insurance with limits not less than those set forth in ORS 30.270.
- 7.6 OWNER'S RESERVATIONS. OWNER reserves the right to request replacement of any personnel furnished by the ENGINEER.

- 7.7 TRANSFER OF RIGHTS. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.8 AGREEMENT AMENDMENT. This Agreement (consisting of pages 1 to 7 inclusive) together with Attachments A and B constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 7.9 RECORDS. ENGINEER shall maintain all of its records relating to the Basic Services on a generally recognized accounting basis and allow OWNER the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by ENGINEER for three years after OWNER makes final payment and all other pending matters between OWNER and ENGINEER are closed.
- 7.10 EXCEPTIONS. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond control of the other party or the other's employees and agents.
- 7.11 NOTICES. In the event notice is required or desired to be given by one party to the other, written notice shall be given by mailing by first class mail or personal delivery to the other at the addresses provided on page 6.

SECTION 8 - FORCE MAJEURE

- 8.1 Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts or other governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party (Force Majeure). Documentation must be submitted within (10) days to substantiate Force Majeure.

SECTION 9 - RESTRICTIONS

- 9.1 ENGINEER shall make prompt payments as due to all persons supplying labor or materials to ENGINEER for the work provided under this agreement. ENGINEER shall not permit any lien or claim to be filed or prosecuted against OWNER on account of any labor or material furnished. If ENGINEER fails, neglects or refuses to make prompt payment of any claim for labor, services, or material furnished to ENGINEER or a subcontractor in connection with this agreement as such claim becomes due, OWNER may pay such claim to the

person furnishing the labor or material and charge the amount of the payment against funds due or to become due to ENGINEER under this agreement.

- 9.2 During the course of this Agreement ENGINEER may have access to confidential information and/or documentation of OWNER and may participate in confidential discussions with OWNER. ENGINEER personnel shall be notified of the confidentiality of the information prior to the discussion or transfer of the information and will make all reasonable effort to not disclose confidential OWNER information and/or documentation to any third party during the term of this Agreement. This article will remain in effect 12 months after the completion of the Agreement or after its termination except as required by a court of competent jurisdiction or with the written consent of OWNER.

SECTION 10 - INDEMNIFICATION

- 10.1 Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, including the Oregon Tort Claims Act, ORS Sections 20.260 through 30.300, and Article XI, Section 7, of the Oregon Constitution, both incorporated by reference which limits ENGINEER liability.

SECTION 11 - WAIVER

- 11.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by OWNER of that or any other provision.

SECTION 12 - SEVERABILITY

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

SECTION 13 - INTEGRATION

- 13.1 This Agreement constitutes the entire agreement between OWNER and ENGINEER regarding the Services and supercedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties,, under the terms of the Intergovernmental Agreement between the City of Brookings and Curry County, and in writing.

Pat Sherman
Mayor
City of Brookings

898 Elk Drive
Brookings, OR 97415

Richard D. Nored, P.E.
President
HGE Inc., Architects, Engineers,
Surveyors & Planners
375 Park Avenue
Coos Bay, OR 97420

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

OWNER: CITY OF BROOKINGS

**ENGINEER: HGE INC., ARCHITECTS,
ENGINEERS, SURVEYORS &
PLANNERS**

Mayor



President

Date

3/21/2006

Date

OWNER: CURRY COUNTY, OR.

Commissioner

Date

Commissioner

Date

Commissioner

Date

Attachment "A"

1.0 OVERVIEW

1. Project Background:

The City and County have a need for a new comprehensive plan to provide the basis for constructing necessary stormwater quality and conveyance facilities within the Brookings Urban Growth Boundary. Currently the City is relying on a Storm Drainage Master Plan prepared by HGE Engineering in 1985 (City of Brookings Comprehensive Plan for Storm Drainage Development). The plan relies in large part on a piped drainage system with minimal detention. This project will develop a new City and Urban Growth Area Stormwater Facilities Master Plan (SWFMP).

The SWFMP will evaluate the City's present infrastructure; evaluate future needs posed by anticipated growth and needs for buildout of the Urban Growth Boundary (UGB). It will recommend any needed facility and policy changes necessary to better manage the structural and non-structural aspects of the City's stormwater management system. The SWFMP will provide a comprehensive facility master plan that covers the entire City UGB, addresses stormwater quality and quantity issues as driving factors, and supports the City and County's present CWA, ESA, Safe Drinking Water Act (SDWA) and future TMDL programs and compliance efforts. In addition the plan will address steep slope drainage and erosion and sediment control issues.

2. Project Assumptions/Parameters:

The final project should reflect the following approach:

1. It should utilize a watershed approach recognizing the Chetco River and other smaller Pacific drainages within the UGB as the primary areas of concern.
2. The project should incorporate a multi-phase plan development process, as outlined in the following sections.
3. Planning and policy development will support applicable regulatory rules.
4. The SWFMP will be developed in conjunction with City, County and RVCOG staff, such that the final project will be resilient, adaptable, and expandable to conform to the future needs of the City and County.
5. The recommended projects shall be geared toward long-term, cost-effective facilities that rely on open/natural systems. Mechanical facilities with higher life cycle costs will be avoided.

3. The physical scope of the SWFMP:

The jurisdiction and authority of the City and County vary outside the UGB; therefore, the scope of this project necessarily extends beyond the limits of the UGB:

1. The SWFMP encompasses the entire contributing basin for the existing developed stormwater system and projected expansion within the UGB.
2. Some existing and anticipated stormwater management system facilities are, and will be, located outside of the City limits and the UGB, and the SWFMP should identify opportunities and constraints associated with these facilities. The system hydraulic model must also accept and evaluate flows from upstream contributing basins, and account for discharges onto lands not under current City or County jurisdiction.

2.0 PROJECT APPROACH

This project will be developed using a phased approach. Tasks associated with each phase are described in the following sections.

1. Initial Phase:

1. Set project policies and modeling parameters applicable to all urban growth area drainage basins and for the Chetco River. Review rainfall data, published event data and establish event criteria for stormwater quantity and water quality analysis;
2. Identify stakeholders and regulators who might be impacted by or impact the stormwater facilities (e.g., land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries) and attend meetings at the request of the City to identify key issues to be addressed in the plan;
3. Identify critical missing data about the existing conveyance system and work with the City to obtain the data;
4. Build the system hydrologic and hydraulic conveyance model. This model will be developed for the entire physical scope of the SWFMP, so that the model is available for capacity and conveyance review by the City;
5. Identify system constraints and deficiencies, and develop prioritized conceptual plans/projects to resolve system deficiencies along with estimated costs.

2. Evaluation Phase:

1. Develop policies and procedures for water quality assessment and monitoring within the urban watersheds. Evaluate the City's existing water quality data, propose tools to achieve compliance with the anticipated TMDLs or load allocations for stormwater discharge;

2. Develop a conceptual list of structural facilities (BMPs) to implement an effective watershed management program addressing both quantity and quality of runoff. The program should support NPDES Phase II regulatory requirements;
3. Calibrate the existing conditions model based on reported or observed past flooding conditions;
4. Investigate flow monitoring equipment, deployment locations and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol and guidelines for the hydraulic model;
5. Expand the existing system hydrologic and hydraulic model to meet the needs of future development to the UGB, and to accommodate basin flows; and
6. Work with the City and RVCOG to incorporate stakeholder issues into the SWFMP, recommend policies and projects, and define direction for ongoing interaction as needed.

3. Final Phase:

1. Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan for quantity and water quality. Provide electronic (ESRI-compatible GIS) and paper maps of: the existing facilities including outfalls, identified deficiencies, proposed improvements, and future system extensions;
 2. Develop associated cost estimates for facility construction based on life cycle cost comparison, as well as ongoing maintenance costs; and
 3. Provide a procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion;
- 4. Concurrent and associated programs or activities that will support the SWFMP efforts include the following. All of these tasks have been, or will be, be completed outside the scope of this project:**
- Parks Master Plan
 - Wetland Resource Plan

3.0 SCOPE OF WORK

This section describes the City and County's view of the desirable products and services to support the City and County's Stormwater Master Planning service needs. The primary activities/work products/deliverables needed to develop the SWFMP will be assigned as follows:

City and County staff will be responsible for completing several supporting tasks:

Activity
Provide GIS, topography on 5' contour intervals, database files and existing stormwater system data needed for the model development.
Conduct a data and document review to locate, organize, and summarize historical information to aid with plan development.
Assist in developing policies and parameters for improvements in under-developed lands within city limits and the UGB.
Assist in developing policies and parameters for evaluating analysis results and formulating recommendations to address issues and constraints identified in modeling and calibration analysis.
Coordinate/facilitate public involvement in the plan development.
Evaluate current and long-range impacts of the SWFMP on the City and County's land development activities, including compliance with statewide planning goals and public notice/meeting requirements.

The consultant team will provide the following elements of the SWFMP:

Activity
Review existing drainage plans, planning documents, regulatory rules, programs and activities, and literature necessary to plan development.
In conjunction with City and County Staff, develop and provide for the City and County's use a continuous hydrologic computer model representing discreet sub-basins throughout the City's urban growth area and all upstream hydraulically connected area. Basin characteristics shall be derived from the City and County's topographic, planimetric, and demographic information. Analysis of that data shall generate parameters to support a model using surface runoff based on climate, topography, soils, and other conditions specific to the Brookings study area.
Build a dynamic, continuous simulation hydraulic model covering the last five years from the City and County's provided data sets that represents the developed conveyance system from all discrete basins identified in the hydrologic model. A point of contribution shall be provided for any portion of a sub-basin, within the developed system.
Evaluate existing flow data and surveyed event maximum stage data for model calibration. Investigate flow monitoring equipment, deployment and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol/guidelines for the hydraulic model.
Identify stakeholders, and regulators who might be impacted by or impact the stormwater facilities (land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries). Refine stakeholder issues into current and future tasks, establish policies, identify projects, and define direction for ongoing interaction as needed.

<p>Develop recommended policies and procedures for water quality assessment and monitoring within the urban watershed. Evaluate existing water quality monitoring data, propose tools to achieve compliance with TMDLs or load allocations for stormwater discharge:</p> <ul style="list-style-type: none"> ▪ Identify constituents of concern and integrate the known activities contributing to impaired water quality into a non-point source loading routine linked to the developed hydraulic model and GIS coverage. ▪ Run sensitivity testing for the model using parameters obtained during the City and County's monitoring efforts (temperature, pH, conductivity, and dissolved oxygen [DO]). Evaluate the use of default values for other WQ parameters. ▪ The specific modeling software will be determined in consultations between the selected consultant and the City and County, RVCOC and technical advisors.
<p>Expand the computer models as needed to provide service to future development of under-developed lands within the city limits and UGB for the particular basin area, utilizing the policies and parameters developed above.</p>
<p>Utilize the modeling output and City and County input to identify system deficiencies/needs for each basin, with regard to:</p> <ul style="list-style-type: none"> ▪ Water quality ▪ Capacity ▪ Conveyance type and/or condition.
<p>Prepare a conceptual plan showing the proposed locations and types of water quality, capacity and conveyance facilities necessary for a particular basin for managing the anticipated stormwater system pollutants and flows, with options to provide flexibility needed for potential future development.</p>
<p>Develop recommendations, based on the assessment of existing facilities, information in the aforementioned activities and analyses, and the computer modeling, outlining the following parameters:</p> <ul style="list-style-type: none"> ▪ Improvements to address existing stormwater management system issues and deficiencies; ▪ Best Management Practices (BMPs) and Best Available Technologies (BATs) that should be incorporated into new construction and/or operation and maintenance of conveyance and water quality facilities; ▪ Riparian area management requirements (i.e., setbacks, vegetation, use for pretreatment, etc.) necessary to meet CWA and ESA objectives/standards; ▪ Stormwater management requirements to be applied to future development; ▪ CIP projects, including prioritization, phasing, and anticipated construction and implementation costs.
<p>Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan with mapping of facilities.</p>
<p>Provide procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion.</p>

Attachment "B"

HGE INC., ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS STANDARD HOURLY RATE SCHEDULE

Effective January 1, 2006

Principal/Manager	\$110.00
Principal Surveyor	\$ 82.00
Senior Engineer	\$105.00
Project Manager	\$102.00
Project Engineer	\$ 90.00
Electrical Engineer	\$ 87.00
Project Coordinator	\$ 82.00
Designer Technician	\$ 73.50
Engineering Technician	\$ 73.50
Draftsman Designer	\$ 59.00
Project Surveyor	\$ 82.00
Construction Observer	\$ 69.00
Crew Chief	\$ 66.00
2-Man Field Crew	\$132.00
3-Man Field Crew	\$160.00
4-Man Field Crew	\$203.00
Clerical	\$ 46.00
Principal Architect	\$ 81.00
Senior Architect/Manager	\$ 75.00
Project Architect	\$ 65.00
Architect Intern	\$ 60.00
Architect Project Coordinator	\$ 59.00
Architect Technician	\$ 57.00

Standard hourly rate schedule to be updated on January 1st of each year.

Reimbursable Expenses:

Printing, reproduction and miscellaneous expenses - at cost plus 10% for handling.

Mileage - at \$0.38

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STORM WATER FACILITIES MASTER PLAN**

This is an Agreement between **City of Brookings, Curry County, Oregon and Curry County, Oregon** hereinafter called (**OWNER**) and **HGE Inc., Architects, Engineers, Surveyors & Planners (HGE)**, hereinafter called (**ENGINEER**).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultations and advice for a professional fee (as set forth below) in connection with the preparation of a **Storm Water Facilities Master Plan (the Assignment)** within the Urban Growth Boundary (UGB) for the City of Brookings.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 PROJECT. ENGINEER'S work shall consist of developing a Storm Water Facilities Master Plan in accordance with the tasks outlined herein. After written authorization to proceed, ENGINEER shall perform the following professional services.
- 1.1.1 Consult with OWNER to clarify and define OWNER'S requirements for the Assignment and review available data;
 - 1.1.2 Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;
 - 1.1.3 Provide analyses of OWNER'S needs with evaluations and comparative studies and planning;
 - 1.1.4 Prepare a report of ENGINEER'S findings and recommendations and furnish nine (9) draft copies and forty (40) final copies to be reviewed in person with OWNER.
 - 1.1.5 It is understood that Curry County will request plan reviews by Charles Strom, P.E., Marquess & Associates, Curry County Engineer of record, and ENGINEER will provide compensation for plan reviews.
- 1.2 All work shall be in accordance with the attached Project Background, Project Approach, and Scope of Work provided in **Attachment A, for areas with the Brookings Urban Growth Boundary (UGB)**. All work is anticipated to utilize a combination of Oregon Department of Land Conservation and Development (DLCD) grants, City of Brookings, and Curry County funds.

SECTION 2 - ADDITIONAL SERVICES

- 2.1 If authorized in writing by OWNER, additional services related to the Assignment will be performed by ENGINEER for an additional professional fee. The additional professional fee shall be on an hourly basis plus reimbursables, as described in **Attachment B**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Assignment and designate in writing a person with authority to act on OWNER'S behalf on all matters concerning the Assignment.
- 3.2 Furnish to ENGINEER all available data pertinent to the Assignment, and provide Engineer services of OWNER'S employees required for the performance of ENGINEER'S services hereunder. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this Agreement.
- 3.3 Provide the ENGINEER with copies of all documents listed in the project background, project approach, and scope of work: Any mapping of the existing drainage system, and all previous drainage studies, if available, will be provided for usage by the ENGINEER, who will utilize the data as background information for preparation of the Storm Water Facilities Master Plan, as described.
- 3.4 Upon notice, arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5 Assist ENGINEER during field investigation in the City of Brookings, by advising Engineer of all known drainage piping and concerns existing in the City of Brookings.
- 3.6 Bear all costs incident to compliance with the requirements of this Section 3 by OWNER'S employees.

SECTION 4 - PERIOD OF SERVICE

- 4.1 ENGINEER shall make a reasonable effort to perform the basic services under this Agreement within 180 days of authorization, commencing on the date of receipt of the signed Agreement from OWNER. ENGINEER shall inform OWNER of any scheduling delays and possible consequences.

- 4.2 ENGINEER'S additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.3 If any time period within or date by which any of ENGINEER'S services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performances shall be subject to equitable adjustment.
- 4.4 This Agreement shall remain in force until the basic services are completed and accepted, or until terminated in accordance with Section 6: Termination.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 OWNER shall pay ENGINEER for all basic services rendered under Section 1 and defined in **Attachment A**, for areas within the Brookings Urban Growth Boundary, as follows:
 - 5.1.1 Engineering services shall be provided on an hourly rate basis, with rates stipulated in Attachment B, with a not to exceed cost of **\$135,000** for developing the Storm Water Facilities Master Plan. If requested by OWNER, additional engineering shall be compensated on an hourly basis according to the attached fee schedule (**Attachment B**), and such fees shall be over and above the engineering services described above.
- 5.2 ENGINEER shall submit monthly statements for basic services rendered. OWNER shall make prompt monthly payments for ENGINEER'S monthly invoices.
 - 5.2.1 ENGINEER'S above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the plan.

SECTION 6 - TERMINATION

- 6.1 Either party may terminate this agreement upon ten (10) working days written notice to the other in the event of a material breach by the other party to perform in accordance with the terms hereof, but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach.
- 6.2 In the event of termination, the ENGINEER shall be paid for services performed to the termination notice date.
- 6.3 Such early termination shall not give rise to any claim for loss of anticipated profits.

- 6.4 The grant agreement between the OWNER and the DLCD expires on June 30, 2006. It is anticipated that the grant time period will be extended, but it is understood by all parties that this Agreement will terminate if the grant period is not extended. If the time period is not extended, any work which is not billed and paid by July 31, 2006 will not be paid.

SECTION 7 - GENERAL CONSIDERATIONS

- 7.1 WARRANTY OF ABILITY. ENGINEER warrants to OWNER that ENGINEER is in the business of providing the type of personal service required for the performance of this Agreement, has obtained all necessary certifications, degrees, and licenses.
- 7.2 HOLD HARMLESS. It is understood that ENGINEER is not an agent of OWNER and shall not represent itself as an agent of the OWNER. ENGINEER is not authorized to enter into any contracts on behalf of OWNER and shall be solely responsible for such contracts and shall indemnify and defend the OWNER to the extent of Article XI, Section 7, of the Oregon Constitution, and ORS Sections 30.260 through 30.300 on any claims arising out of such contracts.
- ENGINEER shall provide all necessary support services at ENGINEER'S expense. OWNER may provide additional support services at the discretion of OWNER'S authorized representative.
- 7.3 GENERAL COMPLIANCE WITH LAWS. It is understood that all work shall be performed in compliance with federal, state, and local laws and ordinances applicable to public contracts and the Work to be performed under this Agreement.
- 7.4 LIABILITY TO THIRD PERSONS. Neither ENGINEER nor ENGINEER'S independent professional associates or consultants shall by this Agreement, be liable to third persons for claims, damages, losses or expenses.
- 7.5 PROJECT INSURANCE. It is agreed that the ENGINEER will obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under Worker's Compensation Act by ENGINEER'S employees and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage and other claims which arise from the performance by the ENGINEER or by the ENGINEER'S employees of the services required under this Agreement. ENGINEER shall obtain and maintain in effect during the term of and until final acceptance of all work under this Agreement a policy of liability and property damage insurance with limits not less than those set forth in ORS 30.270.
- 7.6 OWNER'S RESERVATIONS. OWNER reserves the right to request replacement of any personnel furnished by the ENGINEER.

- 7.7 TRANSFER OF RIGHTS. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.8 AGREEMENT AMENDMENT. This Agreement (consisting of pages 1 to 7 inclusive) together with Attachments A and B constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 7.9 RECORDS. ENGINEER shall maintain all of its records relating to the Basic Services on a generally recognized accounting basis and allow OWNER the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by ENGINEER for three years after OWNER makes final payment and all other pending matters between OWNER and ENGINEER are closed.
- 7.10 EXCEPTIONS. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond control of the other party or the other's employees and agents.
- 7.11 NOTICES. In the event notice is required or desired to be given by one party to the other, written notice shall be given by mailing by first class mail or personal delivery to the other at the addresses provided on page 6.

SECTION 8 - FORCE MAJEURE

- 8.1 Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts or other governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party (Force Majeure). Documentation must be submitted within (10) days to substantiate Force Majeure.

SECTION 9 - RESTRICTIONS

- 9.1 ENGINEER shall make prompt payments as due to all persons supplying labor or materials to ENGINEER for the work provided under this agreement. ENGINEER shall not permit any lien or claim to be filed or prosecuted against OWNER on account of any labor or material furnished. If ENGINEER fails, neglects or refuses to make prompt payment of any claim for labor, services, or material furnished to ENGINEER or a subcontractor in connection with this agreement as such claim becomes due, OWNER may pay such claim to the

person furnishing the labor or material and charge the amount of the payment against funds due or to become due to ENGINEER under this agreement.

- 9.2 During the course of this Agreement ENGINEER may have access to confidential information and/or documentation of OWNER and may participate in confidential discussions with OWNER. ENGINEER personnel shall be notified of the confidentiality of the information prior to the discussion or transfer of the information and will make all reasonable effort to not disclose confidential OWNER information and/or documentation to any third party during the term of this Agreement. This article will remain in effect 12 months after the completion of the Agreement or after its termination except as required by a court of competent jurisdiction or with the written consent of OWNER.

SECTION 10 - INDEMNIFICATION

- 10.1 Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, including the Oregon Tort Claims Act, ORS Sections 20.260 through 30.300, and Article XI, Section 7, of the Oregon Constitution, both incorporated by reference which limits ENGINEER liability.

SECTION 11 - WAIVER

- 11.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by OWNER of that or any other provision.

SECTION 12 - SEVERABILITY

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

SECTION 13 - INTEGRATION

- 13.1 This Agreement constitutes the entire agreement between OWNER and ENGINEER regarding the Services and supercedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties,, under the terms of the Intergovernmental Agreement between the City of Brookings and Curry County, and in writing.

Pat Sherman
Mayor
City of Brookings

898 Elk Drive
Brookings, OR 97415

Richard D. Nored, P.E.
President
HGE Inc., Architects, Engineers,
Surveyors & Planners
375 Park Avenue
Coos Bay, OR 97420

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

OWNER: CITY OF BROOKINGS

**ENGINEER: HGE INC., ARCHITECTS,
ENGINEERS, SURVEYORS &
PLANNERS**

Mayor



President

Date

3/21/2006

Date

OWNER: CURRY COUNTY, OR.

Commissioner

Date

Commissioner

Date

Commissioner

Date

Attachment "A"

1.0 OVERVIEW

1. Project Background:

The City and County have a need for a new comprehensive plan to provide the basis for constructing necessary stormwater quality and conveyance facilities within the Brookings Urban Growth Boundary. Currently the City is relying on a Storm Drainage Master Plan prepared by HGE Engineering in 1985 (City of Brookings Comprehensive Plan for Storm Drainage Development). The plan relies in large part on a piped drainage system with minimal detention. This project will develop a new City and Urban Growth Area Stormwater Facilities Master Plan (SWFMP).

The SWFMP will evaluate the City's present infrastructure; evaluate future needs posed by anticipated growth and needs for buildout of the Urban Growth Boundary (UGB). It will recommend any needed facility and policy changes necessary to better manage the structural and non-structural aspects of the City's stormwater management system. The SWFMP will provide a comprehensive facility master plan that covers the entire City UGB, addresses stormwater quality and quantity issues as driving factors, and supports the City and County's present CWA, ESA, Safe Drinking Water Act (SDWA) and future TMDL programs and compliance efforts. In addition the plan will address steep slope drainage and erosion and sediment control issues.

2. Project Assumptions/Parameters:

The final project should reflect the following approach:

1. It should utilize a watershed approach recognizing the Chetco River and other smaller Pacific drainages within the UGB as the primary areas of concern.
2. The project should incorporate a multi-phase plan development process, as outlined in the following sections.
3. Planning and policy development will support applicable regulatory rules.
4. The SWFMP will be developed in conjunction with City, County and RVCOG staff, such that the final project will be resilient, adaptable, and expandable to conform to the future needs of the City and County.
5. The recommended projects shall be geared toward long-term, cost-effective facilities that rely on open/natural systems. Mechanical facilities with higher life cycle costs will be avoided.

3. The physical scope of the SWFMP:

The jurisdiction and authority of the City and County vary outside the UGB; therefore, the scope of this project necessarily extends beyond the limits of the UGB:

1. The SWFMP encompasses the entire contributing basin for the existing developed stormwater system and projected expansion within the UGB.
2. Some existing and anticipated stormwater management system facilities are, and will be, located outside of the City limits and the UGB, and the SWFMP should identify opportunities and constraints associated with these facilities. The system hydraulic model must also accept and evaluate flows from upstream contributing basins, and account for discharges onto lands not under current City or County jurisdiction.

2.0 PROJECT APPROACH

This project will be developed using a phased approach. Tasks associated with each phase are described in the following sections.

1. Initial Phase:

1. Set project policies and modeling parameters applicable to all urban growth area drainage basins and for the Chetco River. Review rainfall data, published event data and establish event criteria for stormwater quantity and water quality analysis;
2. Identify stakeholders and regulators who might be impacted by or impact the stormwater facilities (e.g., land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries) and attend meetings at the request of the City to identify key issues to be addressed in the plan;
3. Identify critical missing data about the existing conveyance system and work with the City to obtain the data;
4. Build the system hydrologic and hydraulic conveyance model. This model will be developed for the entire physical scope of the SWFMP, so that the model is available for capacity and conveyance review by the City;
5. Identify system constraints and deficiencies, and develop prioritized conceptual plans/projects to resolve system deficiencies along with estimated costs.

2. Evaluation Phase:

1. Develop policies and procedures for water quality assessment and monitoring within the urban watersheds. Evaluate the City's existing water quality data, propose tools to achieve compliance with the anticipated TMDLs or load allocations for stormwater discharge;

2. Develop a conceptual list of structural facilities (BMPs) to implement an effective watershed management program addressing both quantity and quality of runoff. The program should support NPDES Phase II regulatory requirements;
3. Calibrate the existing conditions model based on reported or observed past flooding conditions;
4. Investigate flow monitoring equipment, deployment locations and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol and guidelines for the hydraulic model;
5. Expand the existing system hydrologic and hydraulic model to meet the needs of future development to the UGB, and to accommodate basin flows; and
6. Work with the City and RVCOG to incorporate stakeholder issues into the SWFMP, recommend policies and projects, and define direction for ongoing interaction as needed.

3. Final Phase:

1. Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan for quantity and water quality. Provide electronic (ESRI-compatible GIS) and paper maps of: the existing facilities including outfalls, identified deficiencies, proposed improvements, and future system extensions;
 2. Develop associated cost estimates for facility construction based on life cycle cost comparison, as well as ongoing maintenance costs; and
 3. Provide a procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion;
- 4. Concurrent and associated programs or activities that will support the SWFMP efforts include the following. All of these tasks have been, or will be, be completed outside the scope of this project:**
- Parks Master Plan
 - Wetland Resource Plan

3.0 SCOPE OF WORK

This section describes the City and County's view of the desirable products and services to support the City and County's Stormwater Master Planning service needs. The primary activities/work products/deliverables needed to develop the SWFMP will be assigned as follows:

City and County staff will be responsible for completing several supporting tasks:

Activity
Provide GIS, topography on 5' contour intervals, database files and existing stormwater system data needed for the model development.
Conduct a data and document review to locate, organize, and summarize historical information to aid with plan development.
Assist in developing policies and parameters for improvements in under-developed lands within city limits and the UGB.
Assist in developing policies and parameters for evaluating analysis results and formulating recommendations to address issues and constraints identified in modeling and calibration analysis.
Coordinate/facilitate public involvement in the plan development.
Evaluate current and long-range impacts of the SWFMP on the City and County's land development activities, including compliance with statewide planning goals and public notice/meeting requirements.

The consultant team will provide the following elements of the SWFMP:

Activity
Review existing drainage plans, planning documents, regulatory rules, programs and activities, and literature necessary to plan development.
In conjunction with City and County Staff, develop and provide for the City and County's use a continuous hydrologic computer model representing discreet sub-basins throughout the City's urban growth area and all upstream hydraulically connected area. Basin characteristics shall be derived from the City and County's topographic, planimetric, and demographic information. Analysis of that data shall generate parameters to support a model using surface runoff based on climate, topography, soils, and other conditions specific to the Brookings study area.
Build a dynamic, continuous simulation hydraulic model covering the last five years from the City and County's provided data sets that represents the developed conveyance system from all discrete basins identified in the hydrologic model. A point of contribution shall be provided for any portion of a sub-basin, within the developed system.
Evaluate existing flow data and surveyed event maximum stage data for model calibration. Investigate flow monitoring equipment, deployment and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol/guidelines for the hydraulic model.
Identify stakeholders, and regulators who might be impacted by or impact the stormwater facilities (land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries). Refine stakeholder issues into current and future tasks, establish policies, identify projects, and define direction for ongoing interaction as needed.

<p>Develop recommended policies and procedures for water quality assessment and monitoring within the urban watershed. Evaluate existing water quality monitoring data, propose tools to achieve compliance with TMDLs or load allocations for stormwater discharge:</p> <ul style="list-style-type: none"> ▪ Identify constituents of concern and integrate the known activities contributing to impaired water quality into a non-point source loading routine linked to the developed hydraulic model and GIS coverage. ▪ Run sensitivity testing for the model using parameters obtained during the City and County's monitoring efforts (temperature, pH, conductivity, and dissolved oxygen [DO]). Evaluate the use of default values for other WQ parameters. ▪ The specific modeling software will be determined in consultations between the selected consultant and the City and County, RVCOG and technical advisors.
<p>Expand the computer models as needed to provide service to future development of under-developed lands within the city limits and UGB for the particular basin area, utilizing the policies and parameters developed above.</p>
<p>Utilize the modeling output and City and County input to identify system deficiencies/needs for each basin, with regard to:</p> <ul style="list-style-type: none"> ▪ Water quality ▪ Capacity ▪ Conveyance type and/or condition.
<p>Prepare a conceptual plan showing the proposed locations and types of water quality, capacity and conveyance facilities necessary for a particular basin for managing the anticipated stormwater system pollutants and flows, with options to provide flexibility needed for potential future development.</p>
<p>Develop recommendations, based on the assessment of existing facilities, information in the aforementioned activities and analyses, and the computer modeling, outlining the following parameters:</p> <ul style="list-style-type: none"> ▪ Improvements to address existing stormwater management system issues and deficiencies; ▪ Best Management Practices (BMPs) and Best Available Technologies (BATs) that should be incorporated into new construction and/or operation and maintenance of conveyance and water quality facilities; ▪ Riparian area management requirements (i.e., setbacks, vegetation, use for pretreatment, etc.) necessary to meet CWA and ESA objectives/standards; ▪ Stormwater management requirements to be applied to future development; ▪ CIP projects, including prioritization, phasing, and anticipated construction and implementation costs.
<p>Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan with mapping of facilities.</p>
<p>Provide procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion.</p>

Attachment "B"

HGE INC., ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS STANDARD HOURLY RATE SCHEDULE

Effective January 1, 2006

Principal/Manager	\$110.00
Principal Surveyor	\$ 82.00
Senior Engineer	\$105.00
Project Manager	\$102.00
Project Engineer	\$ 90.00
Electrical Engineer	\$ 87.00
Project Coordinator	\$ 82.00
Designer Technician	\$ 73.50
Engineering Technician	\$ 73.50
Draftsman Designer	\$ 59.00
Project Surveyor	\$ 82.00
Construction Observer	\$ 69.00
Crew Chief	\$ 66.00
2-Man Field Crew	\$132.00
3-Man Field Crew	\$160.00
4-Man Field Crew	\$203.00
Clerical	\$ 46.00
Principal Architect	\$ 81.00
Senior Architect/Manager	\$ 75.00
Project Architect	\$ 65.00
Architect Intern	\$ 60.00
Architect Project Coordinator	\$ 59.00
Architect Technician	\$ 57.00

Standard hourly rate schedule to be updated on January 1st of each year.

Reimbursable Expenses:

Printing, reproduction and miscellaneous expenses - at cost plus 10% for handling.

Mileage - at \$0.38

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STORM WATER FACILITIES MASTER PLAN

This is an Agreement between **City of Brookings, Curry County, Oregon and Curry County, Oregon** hereinafter called (**OWNER**) and **HGE Inc., Architects, Engineers, Surveyors & Planners (HGE)**, hereinafter called (**ENGINEER**).

OWNER employs ENGINEER to perform professional engineering services, to serve as OWNER'S professional engineering representative and to provide professional engineering consultations and advice for a professional fee (as set forth below) in connection with the preparation of a **Storm Water Facilities Master Plan (the Assignment)** within the Urban Growth Boundary (UGB) for the City of Brookings.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 PROJECT. ENGINEER'S work shall consist of developing a Storm Water Facilities Master Plan in accordance with the tasks outlined herein. After written authorization to proceed, ENGINEER shall perform the following professional services.
 - 1.1.1 Consult with OWNER to clarify and define OWNER'S requirements for the Assignment and review available data;
 - 1.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others special services and data required in connection with the Assignment and assist OWNER in obtaining such data and services;
 - 1.1.3. Provide analyses of OWNER'S needs with evaluations and comparative studies and planning;
 - 1.1.4. Prepare a report of ENGINEER'S findings and recommendations and furnish nine (9) draft copies and forty (40) final copies to be reviewed in person with OWNER.
 - 1.1.5. It is understood that Curry County will request plan reviews by Charles Strom, P.E., Marquess & Associates, Curry County Engineer of record, and ENGINEER will provide compensation for plan reviews.
- 1.2 All work shall be in accordance with the attached Project Background, Project Approach, and Scope of Work provided in **Attachment A, for areas with the Brookings Urban Growth Boundary (UGB)**. All work is anticipated to utilize a combination of Oregon Department of Land Conservation and Development (DLCD) grants, City of Brookings, and Curry County funds.

SECTION 2 - ADDITIONAL SERVICES

- 2.1 If authorized in writing by OWNER, additional services related to the Assignment will be performed by ENGINEER for an additional professional fee. The additional professional fee shall be on an hourly basis plus reimbursables, as described in **Attachment B**.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Assignment and designate in writing a person with authority to act on OWNER'S behalf on all matters concerning the Assignment.
- 3.2 Furnish to ENGINEER all available data pertinent to the Assignment, and provide Engineer services of OWNER'S employees required for the performance of ENGINEER'S services hereunder. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER'S services under this Agreement.
- 3.3 Provide the ENGINEER with copies of all documents listed in the project background, project approach, and scope of work: Any mapping of the existing drainage system, and all previous drainage studies, if available, will be provided for usage by the ENGINEER, who will utilize the data as background information for preparation of the Storm Water Facilities Master Plan, as described.
- 3.4 Upon notice, arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.5 Assist ENGINEER during field investigation in the City of Brookings, by advising Engineer of all known drainage piping and concerns existing in the City of Brookings.
- 3.6 Bear all costs incident to compliance with the requirements of this Section 3 by OWNER'S employees.

SECTION 4 - PERIOD OF SERVICE

- 4.1 ENGINEER shall make a reasonable effort to perform the basic services under this Agreement within 180 days of authorization, commencing on the date of receipt of the signed Agreement from OWNER. ENGINEER shall inform OWNER of any scheduling delays and possible consequences.

- 4.2 ENGINEER'S additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.3 If any time period within or date by which any of ENGINEER'S services are to be completed is exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation and the time for completion of performances shall be subject to equitable adjustment.
- 4.4 This Agreement shall remain in force until the basic services are completed and accepted, or until terminated in accordance with Section 6: Termination.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 OWNER shall pay ENGINEER for all basic services rendered under Section 1 and defined in **Attachment A**, for areas within the Brookings Urban Growth Boundary, as follows:
 - 5.1.1 Engineering services shall be provided on an hourly rate basis, with rates stipulated in Attachment B, with a not to exceed cost of **\$135,000** for developing the Storm Water Facilities Master Plan. If requested by OWNER, additional engineering shall be compensated on an hourly basis according to the attached fee schedule (**Attachment B**), and such fees shall be over and above the engineering services described above.
- 5.2 ENGINEER shall submit monthly statements for basic services rendered. OWNER shall make prompt monthly payments for ENGINEER'S monthly invoices.
 - 5.2.1 ENGINEER'S above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the plan.

SECTION 6 - TERMINATION

- 6.1 Either party may terminate this agreement upon ten (10) working days written notice to the other in the event of a material breach by the other party to perform in accordance with the terms hereof, but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach.
- 6.2 In the event of termination, the ENGINEER shall be paid for services performed to the termination notice date.
- 6.3 Such early termination shall not give rise to any claim for loss of anticipated profits.

- 6.4 The grant agreement between the OWNER and the DLCD expires on June 30, 2006. It is anticipated that the grant time period will be extended, but it is understood by all parties that this Agreement will terminate if the grant period is not extended. If the time period is not extended, any work which is not billed and paid by July 31, 2006 will not be paid.

SECTION 7 - GENERAL CONSIDERATIONS

- 7.1 WARRANTY OF ABILITY. ENGINEER warrants to OWNER that ENGINEER is in the business of providing the type of personal service required for the performance of this Agreement, has obtained all necessary certifications, degrees, and licenses.
- 7.2 HOLD HARMLESS. It is understood that ENGINEER is not an agent of OWNER and shall not represent itself as an agent of the OWNER. ENGINEER is not authorized to enter into any contracts on behalf of OWNER and shall be solely responsible for such contracts and shall indemnify and defend the OWNER to the extent of Article XI, Section 7, of the Oregon Constitution, and ORS Sections 30.260 through 30.300 on any claims arising out of such contracts.
- ENGINEER shall provide all necessary support services at ENGINEER'S expense. OWNER may provide additional support services at the discretion of OWNER'S authorized representative.
- 7.3 GENERAL COMPLIANCE WITH LAWS. It is understood that all work shall be performed in compliance with federal, state, and local laws and ordinances applicable to public contracts and the Work to be performed under this Agreement.
- 7.4 LIABILITY TO THIRD PERSONS. Neither ENGINEER nor ENGINEER'S independent professional associates or consultants shall by this Agreement, be liable to third persons for claims, damages, losses or expenses.
- 7.5 PROJECT INSURANCE. It is agreed that the ENGINEER will obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER and OWNER from claims under Worker's Compensation Act by ENGINEER'S employees and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage and other claims which arise from the performance by the ENGINEER or by the ENGINEER'S employees of the services required under this Agreement. ENGINEER shall obtain and maintain in effect during the term of and until final acceptance of all work under this Agreement a policy of liability and property damage insurance with limits not less than those set forth in ORS 30.270.
- 7.6 OWNER'S RESERVATIONS. OWNER reserves the right to request replacement of any personnel furnished by the ENGINEER.

- 7.7 TRANSFER OF RIGHTS. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.
- 7.8 AGREEMENT AMENDMENT. This Agreement (consisting of pages 1 to 7 inclusive) together with Attachments A and B constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 7.9 RECORDS. ENGINEER shall maintain all of its records relating to the Basic Services on a generally recognized accounting basis and allow OWNER the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by ENGINEER for three years after OWNER makes final payment and all other pending matters between OWNER and ENGINEER are closed.
- 7.10 EXCEPTIONS. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond control of the other party or the other's employees and agents.
- 7.11 NOTICES. In the event notice is required or desired to be given by one party to the other, written notice shall be given by mailing by first class mail or personal delivery to the other at the addresses provided on page 6.

SECTION 8 - FORCE MAJEURE

- 8.1 Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts or other governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party (Force Majeure). Documentation must be submitted within (10) days to substantiate Force Majeure.

SECTION 9 - RESTRICTIONS

- 9.1 ENGINEER shall make prompt payments as due to all persons supplying labor or materials to ENGINEER for the work provided under this agreement. ENGINEER shall not permit any lien or claim to be filed or prosecuted against OWNER on account of any labor or material furnished. If ENGINEER fails, neglects or refuses to make prompt payment of any claim for labor, services, or material furnished to ENGINEER or a subcontractor in connection with this agreement as such claim becomes due, OWNER may pay such claim to the

person furnishing the labor or material and charge the amount of the payment against funds due or to become due to ENGINEER under this agreement.

- 9.2 During the course of this Agreement ENGINEER may have access to confidential information and/or documentation of OWNER and may participate in confidential discussions with OWNER. ENGINEER personnel shall be notified of the confidentiality of the information prior to the discussion or transfer of the information and will make all reasonable effort to not disclose confidential OWNER information and/or documentation to any third party during the term of this Agreement. This article will remain in effect 12 months after the completion of the Agreement or after its termination except as required by a court of competent jurisdiction or with the written consent of OWNER.

SECTION 10 - INDEMNIFICATION

- 10.1 Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law, including the Oregon Tort Claims Act, ORS Sections 20.260 through 30.300, and Article XI, Section 7, of the Oregon Constitution, both incorporated by reference which limits ENGINEER liability.

SECTION 11 - WAIVER

- 11.1 The failure to enforce any provision of this Agreement shall not constitute a waiver by OWNER of that or any other provision.

SECTION 12 - SEVERABILITY

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

SECTION 13 - INTEGRATION

- 13.1 This Agreement constitutes the entire agreement between OWNER and ENGINEER regarding the Services and supercedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties,, under the terms of the Intergovernmental Agreement between the City of Brookings and Curry County, and in writing.

Pat Sherman
Mayor
City of Brookings

898 Elk Drive
Brookings, OR 97415

Richard D. Nored, P.E.
President
HGE Inc., Architects, Engineers,
Surveyors & Planners
375 Park Avenue
Coos Bay, OR 97420

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

OWNER: CITY OF BROOKINGS

**ENGINEER: HGE INC., ARCHITECTS,
ENGINEERS, SURVEYORS &
PLANNERS**

Mayor



President

Date

3/21/2006

Date

OWNER: CURRY COUNTY, OR.

Commissioner

Date

Commissioner

Date

Commissioner

Date

Attachment "A"

1.0 OVERVIEW

1. Project Background:

The City and County have a need for a new comprehensive plan to provide the basis for constructing necessary stormwater quality and conveyance facilities within the Brookings Urban Growth Boundary. Currently the City is relying on a Storm Drainage Master Plan prepared by HGE Engineering in 1985 (City of Brookings Comprehensive Plan for Storm Drainage Development). The plan relies in large part on a piped drainage system with minimal detention. This project will develop a new City and Urban Growth Area Stormwater Facilities Master Plan (SWFMP).

The SWFMP will evaluate the City's present infrastructure; evaluate future needs posed by anticipated growth and needs for buildout of the Urban Growth Boundary (UGB). It will recommend any needed facility and policy changes necessary to better manage the structural and non-structural aspects of the City's stormwater management system. The SWFMP will provide a comprehensive facility master plan that covers the entire City UGB, addresses stormwater quality and quantity issues as driving factors, and supports the City and County's present CWA, ESA, Safe Drinking Water Act (SDWA) and future TMDL programs and compliance efforts. In addition the plan will address steep slope drainage and erosion and sediment control issues.

2. Project Assumptions/Parameters:

The final project should reflect the following approach:

1. It should utilize a watershed approach recognizing the Chetco River and other smaller Pacific drainages within the UGB as the primary areas of concern.
2. The project should incorporate a multi-phase plan development process, as outlined in the following sections.
3. Planning and policy development will support applicable regulatory rules.
4. The SWFMP will be developed in conjunction with City, County and RVCOG staff, such that the final project will be resilient, adaptable, and expandable to conform to the future needs of the City and County.
5. The recommended projects shall be geared toward long-term, cost-effective facilities that rely on open/natural systems. Mechanical facilities with higher life cycle costs will be avoided.

3. The physical scope of the SWFMP:

The jurisdiction and authority of the City and County vary outside the UGB; therefore, the scope of this project necessarily extends beyond the limits of the UGB:

1. The SWFMP encompasses the entire contributing basin for the existing developed stormwater system and projected expansion within the UGB.
2. Some existing and anticipated stormwater management system facilities are, and will be, located outside of the City limits and the UGB, and the SWFMP should identify opportunities and constraints associated with these facilities. The system hydraulic model must also accept and evaluate flows from upstream contributing basins, and account for discharges onto lands not under current City or County jurisdiction.

2.0 PROJECT APPROACH

This project will be developed using a phased approach. Tasks associated with each phase are described in the following sections.

1. Initial Phase:

1. Set project policies and modeling parameters applicable to all urban growth area drainage basins and for the Chetco River. Review rainfall data, published event data and establish event criteria for stormwater quantity and water quality analysis;
2. Identify stakeholders and regulators who might be impacted by or impact the stormwater facilities (e.g., land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries) and attend meetings at the request of the City to identify key issues to be addressed in the plan;
3. Identify critical missing data about the existing conveyance system and work with the City to obtain the data;
4. Build the system hydrologic and hydraulic conveyance model. This model will be developed for the entire physical scope of the SWFMP, so that the model is available for capacity and conveyance review by the City;
5. Identify system constraints and deficiencies, and develop prioritized conceptual plans/projects to resolve system deficiencies along with estimated costs.

2. Evaluation Phase:

1. Develop policies and procedures for water quality assessment and monitoring within the urban watersheds. Evaluate the City's existing water quality data, propose tools to achieve compliance with the anticipated TMDLs or load allocations for stormwater discharge;

2. Develop a conceptual list of structural facilities (BMPs) to implement an effective watershed management program addressing both quantity and quality of runoff. The program should support NPDES Phase II regulatory requirements;
3. Calibrate the existing conditions model based on reported or observed past flooding conditions;
4. Investigate flow monitoring equipment, deployment locations and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol and guidelines for the hydraulic model;
5. Expand the existing system hydrologic and hydraulic model to meet the needs of future development to the UGB, and to accommodate basin flows; and
6. Work with the City and RVCOG to incorporate stakeholder issues into the SWFMP, recommend policies and projects, and define direction for ongoing interaction as needed.

3. Final Phase:

1. Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan for quantity and water quality. Provide electronic (ESRI-compatible GIS) and paper maps of: the existing facilities including outfalls, identified deficiencies, proposed improvements, and future system extensions;
 2. Develop associated cost estimates for facility construction based on life cycle cost comparison, as well as ongoing maintenance costs; and
 3. Provide a procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion;
- 4. Concurrent and associated programs or activities that will support the SWFMP efforts include the following. All of these tasks have been, or will be, be completed outside the scope of this project:**
- Parks Master Plan
 - Wetland Resource Plan

3.0 SCOPE OF WORK

This section describes the City and County's view of the desirable products and services to support the City and County's Stormwater Master Planning service needs. The primary activities/work products/deliverables needed to develop the SWFMP will be assigned as follows:

City and County staff will be responsible for completing several supporting tasks:

Activity
Provide GIS, topography on 5' contour intervals, database files and existing stormwater system data needed for the model development.
Conduct a data and document review to locate, organize, and summarize historical information to aid with plan development.
Assist in developing policies and parameters for improvements in under-developed lands within city limits and the UGB.
Assist in developing policies and parameters for evaluating analysis results and formulating recommendations to address issues and constraints identified in modeling and calibration analysis.
Coordinate/facilitate public involvement in the plan development.
Evaluate current and long-range impacts of the SWFMP on the City and County's land development activities, including compliance with statewide planning goals and public notice/meeting requirements.

The consultant team will provide the following elements of the SWFMP:

Activity
Review existing drainage plans, planning documents, regulatory rules, programs and activities, and literature necessary to plan development.
In conjunction with City and County Staff, develop and provide for the City and County's use a continuous hydrologic computer model representing discreet sub-basins throughout the City's urban growth area and all upstream hydraulically connected area. Basin characteristics shall be derived from the City and County's topographic, planimetric, and demographic information. Analysis of that data shall generate parameters to support a model using surface runoff based on climate, topography, soils, and other conditions specific to the Brookings study area.
Build a dynamic, continuous simulation hydraulic model covering the last five years from the City and County's provided data sets that represents the developed conveyance system from all discrete basins identified in the hydrologic model. A point of contribution shall be provided for any portion of a sub-basin, within the developed system.
Evaluate existing flow data and surveyed event maximum stage data for model calibration. Investigate flow monitoring equipment, deployment and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol/guidelines for the hydraulic model.
Identify stakeholders, and regulators who might be impacted by or impact the stormwater facilities (land owners, City of Brookings, Curry Co., ODOT, DEQ, NOAA Fisheries). Refine stakeholder issues into current and future tasks, establish policies, identify projects, and define direction for ongoing interaction as needed.

<p>Develop recommended policies and procedures for water quality assessment and monitoring within the urban watershed. Evaluate existing water quality monitoring data, propose tools to achieve compliance with TMDLs or load allocations for stormwater discharge:</p> <ul style="list-style-type: none"> ▪ Identify constituents of concern and integrate the known activities contributing to impaired water quality into a non-point source loading routine linked to the developed hydraulic model and GIS coverage. ▪ Run sensitivity testing for the model using parameters obtained during the City and County's monitoring efforts (temperature, pH, conductivity, and dissolved oxygen [DO]). Evaluate the use of default values for other WQ parameters. ▪ The specific modeling software will be determined in consultations between the selected consultant and the City and County, RVCOG and technical advisors.
<p>Expand the computer models as needed to provide service to future development of under-developed lands within the city limits and UGB for the particular basin area, utilizing the policies and parameters developed above.</p>
<p>Utilize the modeling output and City and County input to identify system deficiencies/needs for each basin, with regard to:</p> <ul style="list-style-type: none"> ▪ Water quality ▪ Capacity ▪ Conveyance type and/or condition.
<p>Prepare a conceptual plan showing the proposed locations and types of water quality, capacity and conveyance facilities necessary for a particular basin for managing the anticipated stormwater system pollutants and flows, with options to provide flexibility needed for potential future development.</p>
<p>Develop recommendations, based on the assessment of existing facilities, information in the aforementioned activities and analyses, and the computer modeling, outlining the following parameters:</p> <ul style="list-style-type: none"> ▪ Improvements to address existing stormwater management system issues and deficiencies; ▪ Best Management Practices (BMPs) and Best Available Technologies (BATs) that should be incorporated into new construction and/or operation and maintenance of conveyance and water quality facilities; ▪ Riparian area management requirements (i.e., setbacks, vegetation, use for pretreatment, etc.) necessary to meet CWA and ESA objectives/standards; ▪ Stormwater management requirements to be applied to future development; ▪ CIP projects, including prioritization, phasing, and anticipated construction and implementation costs.
<p>Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan with mapping of facilities.</p>
<p>Provide procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion.</p>

Attachment "B"

HGE INC., ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS STANDARD HOURLY RATE SCHEDULE

Effective January 1, 2006

Principal/Manager	\$110.00
Principal Surveyor	\$ 82.00
Senior Engineer	\$105.00
Project Manager	\$102.00
Project Engineer	\$ 90.00
Electrical Engineer	\$ 87.00
Project Coordinator	\$ 82.00
Designer Technician	\$ 73.50
Engineering Technician	\$ 73.50
Draftsman Designer	\$ 59.00
Project Surveyor	\$ 82.00
Construction Observer	\$ 69.00
Crew Chief	\$ 66.00
2-Man Field Crew	\$132.00
3-Man Field Crew	\$160.00
4-Man Field Crew	\$203.00
Clerical	\$ 46.00
Principal Architect	\$ 81.00
Senior Architect/Manager	\$ 75.00
Project Architect	\$ 65.00
Architect Intern	\$ 60.00
Architect Project Coordinator	\$ 59.00
Architect Technician	\$ 57.00

Standard hourly rate schedule to be updated on January 1st of each year.

Reimbursable Expenses:

Printing, reproduction and miscellaneous expenses - at cost plus 10% for handling.

Mileage - at \$0.38



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: City Manager

Date: April 4, 2006

Re: Farmers Market

Subject: Approval of the Farmers Market season to be conducted on a portion of Ross Road.

Recommendation:

It is recommended that the Farmers Market proposed location be approved, along with the associated temporary road closure, for the duration of the season as proposed.

Background /Discussion:

As you know the Farmers Market has been an increasingly popular and successful program in recent years. There has been a problem in finding a permanent location that is satisfactory to all, and this proposed location on Ross Road hopefully will prove to be a good permanent one. Representatives from the Farmers Market will be in attendance at this evenings' meeting to describe the program for the summer of 2006, and will answer any questions. It is intended that the City provide barricades for the temporary closure of Ross Road each week. Farmers Market organizers will be responsible for the placement of the barricades each week. The proposal submitted by the Farmers Market organizers is attached. The following conditions will apply:

- Portable restrooms must be provided during the events. (one standard and one handicap)
- The area shall be cleared by 5PM the day of the events.
- Public Liability Insurance be provided as this activity is being conducted on public property.
- A "blanket" business license be obtained from the City Finance office.
- The area must be kept in a clean, safe condition at all times.
- Event organizers shall monitor vendors and products.

- City reserves the right to cancel the season at any point where there is a determined to be conflict with other businesses in the area.
- Fire extinguishers are required.

Financial Impact(s): None to the City. This is a good economic development activity that has positive financial benefit to the entire community.

City Manager Review and Approval for placement on Council Agenda:



Dale Shaddox, City Manager

BROOKINGS - HARBOR FARMER'S MARKET

MISSION STATEMENT

The Brookings - Harbor Farmer's Market is to be held every Saturday from July 2006 through October 2006. (Exact location unknown at this time) Hours will be from 9 a.m. to 2 p.m. This type of market has been done in the area, for the past 4 years, in various venues and is considered a great success. Customers love the opportunity to chat with the farmers, craftsmen and other vendors about their products. The vendors appreciate the opportunity to reach new customers. The community reaps the benefits of an enlarged customer base. The market has the following stated goals:

- 1. To provide a venue for the area's small farmers, artisans, and craftsmen to sell their homegrown produce and handicrafts locally. This includes small area gardeners, both floral and vegetable, cottage industry holders, such as quilters, woodworkers, and artisans of all types. By keeping this market exclusive to homegrown or handmade items it retains the flavor of the old fashioned marketplace of years gone by and poses no threat to the retail businesses in the area.*
- 2. To bring in customers as a direct benefit to the local businesses in the form of out of town dollars from the market vendors, the tourists as well as local shoppers. Those benefiting will be restaurants, small shops, grocery stores, motels, R.V. parks and gas stations to name but a few businesses in the Brookings-Harbor area.*
- 3. To provide a quality product by contracting with prior vendors associated with the past Farmer's Markets. These will include, but will not be limited to the following: fruits, vegetables, hand-milled soaps, eggs, plants, fresh flowers, berries, macramé items, wood crafts, driftwood, handcrafted pillows, dish towels, local jams and jellies, pottery, hand crafted furniture, hand crafted jewelry, fresh fish, hand-packed teas, books with the authors available for signings, artists and additive-free dog treats. These vendors have all committed to the Brookings - Harbor Farmer's Market this year. Of course, we are still looking for other vendors, in particular, some Oregon vintners to participate as well as local charitable organizations to have fund raising activities on a weekly basis, using the same handcrafted criteria as the other vendors.*

LOCATION: 'ROSS ROAD'
POSSIBLE PROBLEMS AND SOLUTIONS

1. **Sanitation facilities for the vendors.** Sanitation facilities will be provided in the location by the Market renting one port-a-potty, key-locked, and placing it in an appropriate location. The Market will pay for or provide the manpower to clean and maintain the facilities. This facility will be available to our vendors on an as-needed basis, using a key. It will not be available to our customers unless a specific need arises. Due to the type of activity the Farmer's Market generates, our customers are typically at the Market 30 minutes or less on average and don't expect sanitation facilities to be available. Having a key-locked facility takes away the need for gender based facilities as well. None of our vendors is handicapped so there is no need for that type of access.

2. **Parking and maintaining traffic flow.** The booths for the Market will be along Ross Road, between Mory's and Evergreen Bank, which will be blocked off at the frontage road. The Market will wrap around the back behind Evergreen Bank. Parking for our vendors will be in Ross Insurance parking area, which has already been approved. Customers will be able to park along the frontage road adjacent to Highway 101, on both sides and in the Evergreen Bank parking lot. We have contacted Tim Yantis, at Chetco Pharmacy and Pam Downing at Brookings Liquor Store, and received their cooperation in this matter. To keep our vendor 'honest' about where they are parking, we will issue them parking placards that must be placed in their vehicle, on the dashboard, in plain sight while they are at the Market. If their cars are found outside the designated parking area the vendor in question will be asked to leave the Market. There will be a provision for this in our contract with the vendors. There will signage, provided by the Market, keeping the parking areas belonging to the above named businesses free and clear for their patrons.

As an added incentive for the local businesses to give us their cooperation, we will maintain a table for them, free of charge, on which they may place flyers, coupons or other sales information. These provisions will make for a successful Market in the desired location, keeping the local businesses satisfied with our efforts to protect their parking and thus their patronage.

3. **Insurance.** We propose to be covered under the city's umbrella usage policy, with fees to determined. Failing that we will, once again this year, purchase event insurance to cover the Market. We also carry a vendor disclaimer, quoted below.

DISCLAIMER: I agree to protect and hold harmless the Brookings - Harbor Farmer's Market, in the persons of Lynn Truman and Wanda Powell, the City of Brookings, the City Council, City Employees and their successors, representatives and assigns, for any injuries, accidents, or

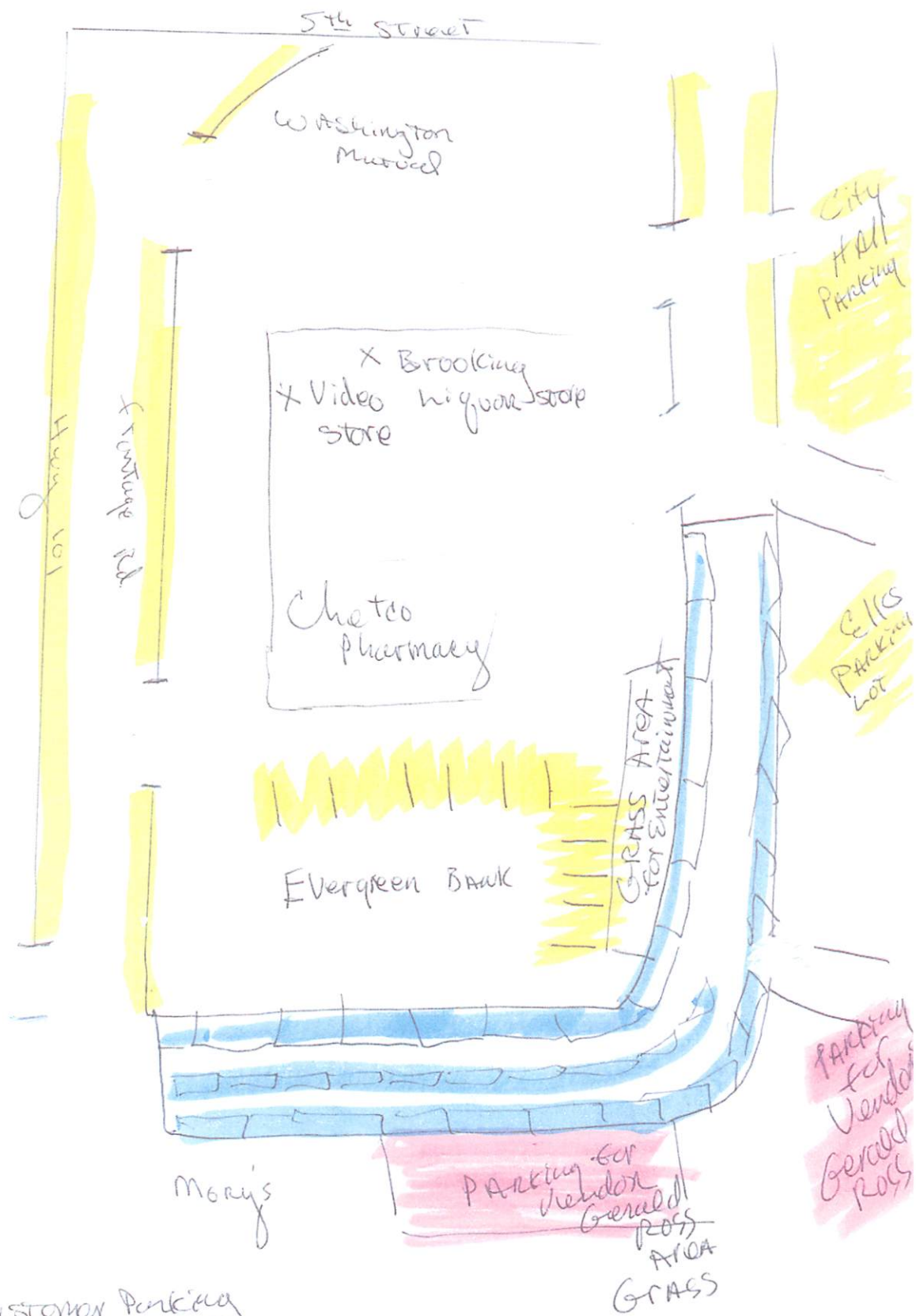
losses suffered while participating in the Brookings - Harbor Farmer's Market. I have read the application, the rules and the above disclaimer and agree to all terms and conditions.

4. Licensing In previous years the City of Brookings allowed us to purchase an umbrella business license covering all the vendors in the Market, fee to be determined. We would ask that the Market would fall into that same category this year.

5. Signage The Market Masters, Lynn Truman and Wanda Powell will provide, maintain, set out and remove all signs associated with the Farmer's Market.

PROPOSED ACTIVITIES

1. *Chef Day- Local Chef makes dishes using fresh local produce.*
2. *Business Day- Local businesses set up tables showcasing products and/or services, to show support for the market and gain publicity, can include free coffee, hand-outs, free pens (i.e.) shake hands, etc.*
3. *Flower Day - Floral arrangements made and displayed*
4. *Pumpkin Festival - carving demos, contests, sell pumpkins*
5. *End of Season (last market)- Street dance, sell tickets, have raffles, etc.*
6. *4-H Day - llamas, sheep, piggies, calves, goats in petting pens, demos of spinning, shearing, milking goats, making cheese*
7. *Radio Talk Show day - Live broadcasts, interviews with vendors, market masters, customers,.*
8. *Plant day - Garden club gives demos of planting, cuttings rooting, etc.*



Yellow - is customer Parking

Pink - Vendor Parking

Blue - Booths



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: City Manager

Date: April 6, 2006

Re: Approval of Urban Renewal Advisory Committee (URAC) Recommended
Color Guidelines for the Urban Renewal District


Subject: Color Guidelines for the Urban Renewal District

Recommendation: Approve the Color Guidelines as recommended by the URAC

Background /Discussion: The URAC has been meeting regularly and have been working on a Color Guideline recommendation for the Brookings Urban Renewal District. The attached color schemes have been developed by the URAC, and the Committee is now transmitting them to you for formal approval. This is important as some merchants in the downtown area are considering repainting of their buildings and are waiting for the formal adoption of the color guidelines by the City Council (Urban Renewal District Board of Directors).

Financial Impact(s): No to the District/City directly resulting from this adoption. The URAC is considering a related program, that if approved, would provide grant/loan funds for building façade improvements including painting using colors from the approved guidelines.

City Manager Review and Approval for placement on Council Agenda:

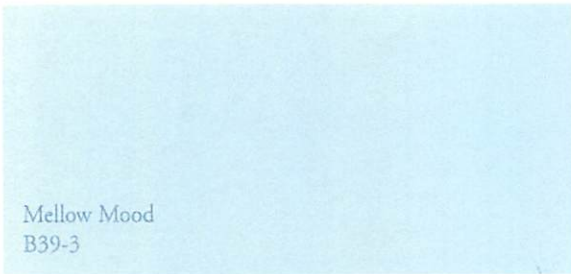

Dale Shaddox, City Manager

B39

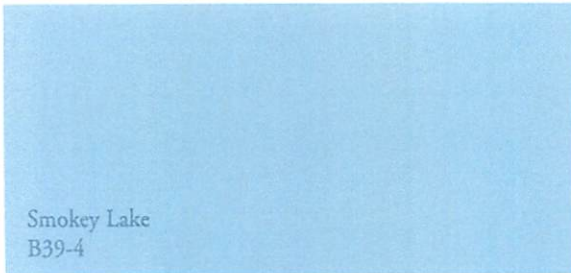
Oak Bay
B39-1



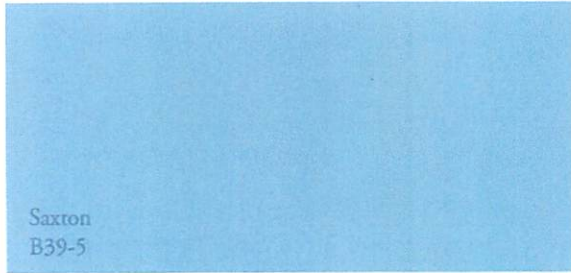
Ocean Falls
B39-2



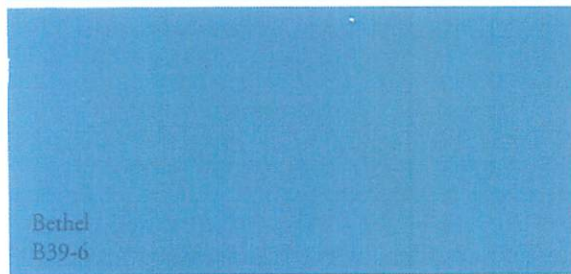
Mellow Mood
B39-3



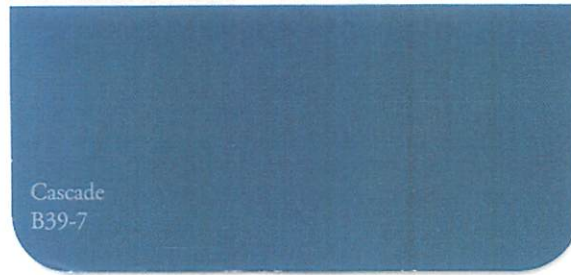
Smokey Lake
B39-4



Saxton
B39-5



Bethel
B39-6



Cascade
B39-7



D12

Cotton Ball
D12-1

Italian Marble
D12-2

Sierra Madre
D12-3

Shiloh
D12-4

Wool Coat
D12-5

Ten Gallon Hat
D12-6

Wild, Wild West
D12-7



D15

Llama
D15-1

Sand Storm
D15-2

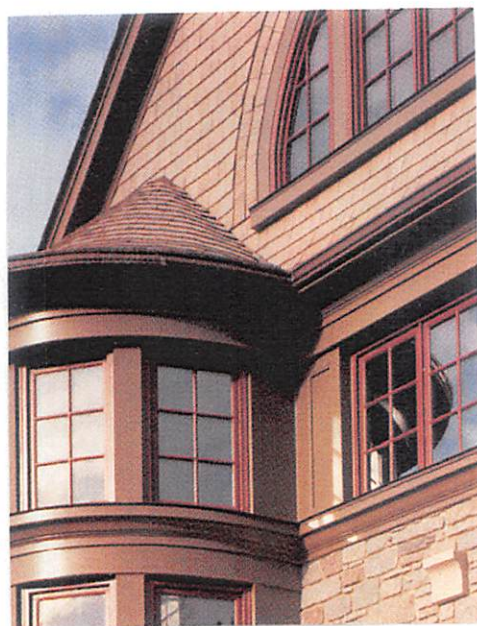
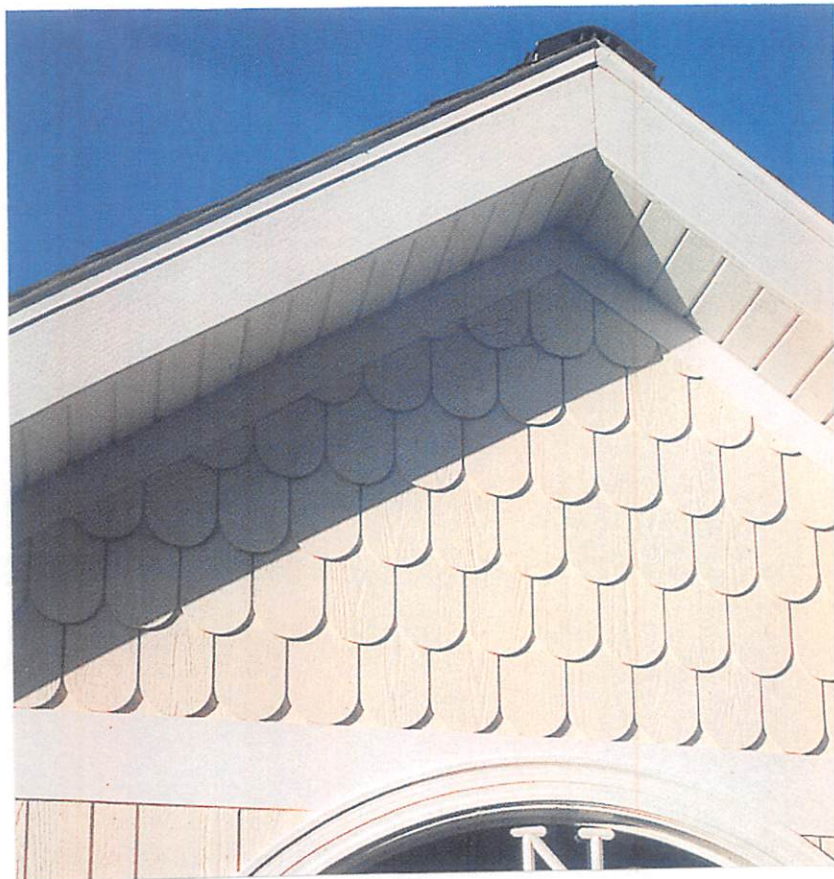
Malt
D15-3

Mexican Sand
D15-4

Skull Valley
D15-5

Bruan
D15-6

Sweet Georgia Brown
D15-7



C4

Sweet Surrender
C4-1

First Light
C4-2

Children's Laughter
C4-3

My Fair Lady
C4-4

Tularosa
C4-5

Hampshire Gardens
C4-6

Plum Creek
C4-7



C19

Artesian White
C19-1

Woodwind
C19-2

Western Sunset
C19-3

Classic Oat
C19-4

Sable Sand
C19-5

Earth Tone
C19-6

Ginger Spice
C19-7



D34

Peppermint Twist
D34-1

Bed of Leaves
D34-2

Home Song
D34-3

Country Club
D34-4

Treetops
D34-5

Eucalyptus
D34-6

Green Forest
D34-7



D46

Silver Anniversary
D46-1

Graylyn Crest
D46-2

Devonshire
D46-3

Grey Patina
D46-4

Silver Knight
D46-5

Medieval
D46-6

Black Abyss
D46-7



B44

Splash of Blue
B44-1

Clear Creek
B44-2

Blue Bonnet
B44-3

Morning Glory
B44-4

Caribbean Blue
B44-5

Cameron's Eyes
B44-6

Ming Vase
B44-7



CITY OF BROOKINGS
SPECIAL COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
March 22, 2006 7:00 p.m.

I. Call to Order

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

II. Pledge of Allegiance

Led by Council

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: Ex Officio Susan Stadelman

Staff Present:

City Manager Dale Shaddox,
Public Works Director Don Wilcox

Media Present: None

Other:

Approximately 12 other citizens

IV. Public Hearing

- A. *Continuation of file No. ANX-3-05, a request to annex 607 acres of land consisting of 14 tax lots in seven different ownerships located on the side and top of the area known as Harbor Hills, including 3.4± miles of Highway 101 right-of-way extending from the Brookings city limit line on the Chetco River Bridge, south to the southerly property line of the subject property abutting the highway; identified as Assessor's Maps 41-13-10, Tax lot 300; 41-13-14, Tax lots 200, 201, 203, 300, 307, 308, 310, 312; 40-13-15A, Tax lot 100; 40-13-15B, Tax lots 5200, 5300, and 40-13-15DA, Tax lots 100, and 101; HW3, applicant. Criteria used to decide this application can be found in Section 148-Annexation, of the Brookings Land Development Code. The Planning Commission made a recommendation of approval of this application on December 6, 2005.*

City Manager Dale Shaddox advised the purpose of continuing the hearing was to allow staff adequate time to prepare findings and conditions of approval to reflect the Council's tentative approval. Shaddox stated the applicant, HW3 LLC, submitted a letter dated March 14, 2006 withdrawing their application for

annexation. He recommended accepting the letter requesting withdrawal of the application and closing the hearing which would end the proceedings.

Councilor Anderson moved, a second followed, and the Council voted unanimously to accept the letter from the applicant, HW3 LLC, dated March 14, 2006 withdrawing their application for annexation, ANX-3-05, and to close the hearing.

V. Adjournment

Councilor Willms moved and the Council voted unanimously by voice vote to adjourn at 7:08 pm.

Respectfully submitted:

Pat Sherman
Mayor

ATTEST by City Recorder this ____ day of _____, 2005.

Paul Hughes
Finance Director/City Recorder

**CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
March 27, 2006 7:00 p.m.**

I. Call to Order

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

II. Pledge of Allegiance

Led by Joe Friedrichs of the Pilot.

III. Roll Call

Council Present: Mayor Pat Sherman, Council President Larry Anderson, Councilors Jan Willms, Craig Mickelson, and Dave Gordon, Ex Officio Councilor Susan Stadelman, a quorum present.

Council Absent: None

Staff Present:

City Manager Dale Shaddox,
City Attorney John Trew,
City Planner John Bischoff,
and Administrative Assistant Donna Colby-Hanks

Media Present: Curry Coastal Pilot Reporter Joe Friedrichs

Other:

7 other citizens

IV. Ceremonies/Appointments/Announcements

A. Ceremonies

1. Alcohol Awareness Month Proclamation

Mayor Sherman presented the Alcohol Awareness Month Proclamation to Dave Gordon who accepted it on behalf of Brookings Harbor Youth Association, Curry County Commission on Children and Families, and Do Life Clean. Gordon emphasized the importance of supporting awareness.

B. Announcements

1. Introduction of Mary Sharp who will be providing building maintenance services to the City

City Manager Dale Shaddox introduced Mary Sharp and the Council welcomed her to the City of Brookings.

V. Public Hearing

- A. *In the matter of a claim, File No. M37-1-06, regarding the location of a recreation vehicle garage under the provision of Ballot Measure 37 on the property zoned R-1-6, (6,000 square foot minimum lot size), located at 1105 Byrtus Place and identified as Assessor's Map 41-13-06CD, tax lot 102. Criteria used to decide this case can be found in Ordinance 04-O-566; Kenneth Byrtus, claimant.*

Mayor Sherman opened the public hearing at 7:10 and reviewed the application. City Attorney John Trew explained Measure 37 and the city ordinance set up to process claims. Trew advised the claim could be denied, regulation waived, or compensation given.

John Babin, P.O. Box 1600, Brookings, Attorney for claimant Kenneth Byrtus, stated he felt this was a valid Measure 37 claim. Babin clarified some issues raised from the written record, interpreted the Measure 37 requirements, discussed the need for an appraisal, and adverse possession of adjacent property. Babin questioned a conflict of interest and Mayor Sherman stated she lives adjacent to this property.

City Planner John Bischoff discussed the ordinance setback requirements that existed when the property was purchased and the ones that exist today.

The Council deliberated and asked questions of both Babin and Bischoff.

Councilor Willms moved, a second followed, and the Council voted unanimously to deny File No. M37-1-06, regarding the location of a recreation vehicle garage under the provision of Ballot Measure 37.

- B. *In the matter of File No. CPZ-1-05, a Comprehensive Plan change from a Residential designation to a Open-Space designation and a zone change from R-1-6 (Single-family Residential, 6,000 square foot minimum lot size) to PO/S (Public Open Space) for the purpose of allowing the placement of a new water tank; located on a private street named East Harris Heights Road on the east side of Seacrest Lane; Assessor's Map 40-14-36AD, Tax Lot 1900; City initiated. Criteria used to decide this application can be found in Section 144-Amendments, of the Brookings Land Development Code.*

Mayor Sherman opened the public hearing at 7:55. Councilor Anderson stated he deeded the property to the City in 1992, but has no ownership at this time. The remainder of his property was located above this site. There was no other exparté contact or conflict of interest declared. There were no objections or challenges from the audience. Mayor Sherman reviewed the hearing procedure.

Applicant:

City Planner John Bischoff reviewed the staff report with the aid of overheads. There were no questions for Bischoff.

There was no testimony from the Planning Commission, from supporters, or from opposition.

Interested Parties:

Bill Dundom, 96829 E. Harris Heights, Brookings, stated he was not in opposition of the siting of the water tank but was concerned with drainage. Dundom suggested trading this site with a parcel he owned which he felt would be more suitable.

The Planning Staff had no additional comments and there was no further testimony. The public hearing was closed at 8:18 pm.

Councilor Mickelson moved, a second followed, and the Council voted unanimously to approve CPZ-1-05 and direct the staff to prepare a final order with findings.

1. *Final Order in the matter of Planning Commission File No. CPZ-1-05; application for a Zone Change; City of Brookings, applicant.*
Councilor Gordon moved, a second followed, and the Council voted unanimously to adopt the final order and findings for CPZ-1-05.

2. *Ordinance No. 05-O-570, An Ordinance amending the Comprehensive Plan designation on a parcel of land located on East Harris Heights Road from Residential to Open Space and the zoning from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space)*

Ex Officio Stadelman read Ordinance No. 05-O-570 in its entirety.

Councilor Gordon moved, a second followed, and the Council voted unanimously to have the second reading of Ordinance No. 05-O-570, by title only.

Ex Officio Stadelman read Ordinance No. 05-O-570 by title only.

Councilor Willms moved, a second followed, and the Council voted unanimously to adopt Ordinance No. 05-O-570, An Ordinance amending the Comprehensive Plan designation on a parcel of land located on East Harris Heights Road from Residential to Open Space and the zoning from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space).

VI. Oral Requests and Communications from the Audience

A. Committee and Liaison reports

1. Chamber of Commerce

None

2. Council Liaisons

Councilor Gordon attended an AMF Foundation Board meeting, a special Council meeting for the HW3 annexation, a Port Fisheries Committee meeting, and a Port Board meeting.

Councilor Mickelson attended two Planning Commission meetings and a Parks and Recreation Commission meeting.

Mayor Sherman attended a school board meeting, a Brookings Harbor Education Foundation meeting, a Work Session with the Curry County Commissioners, a special Council meeting for the HW3 annexation, and an ODOT meeting.

Councilor Anderson attended two school meetings, a special Council meeting for the HW3 annexation, and numerous Land Development Code meetings.

Councilor Willms attended a special Council meeting for the HW3 annexation, a Parks and Recreation Commission meeting, and the Oregon Beach Clean-up.

Ex Officio Stadelman attended two Doernbecher meetings, two Azalea Princess practices, a Coos Youth Leadership Summit, and a Brookings Harbor Youth Association basketball banquet/sleepover.

B. Unscheduled

None.

VII. Consent Calendar

A. Approval of Council Meeting Minutes

1. Meeting of March 13, 2006

B. Acceptance of Planning Commission Minutes

1. Meeting of January 10, 2006

2. Meeting of March, 7, 2006

End Consent Calendar

Councilor Anderson moved, a second followed, and the Council voted unanimously to approve the consent calendar as published.

VIII. Remarks from Mayor and Councilors

A. Council

Ex Officio Stadelman discussed the crosswalks located at the school and was advised of changes to be implemented during summer break.

Councilor Mickelson stated he would be out of town on vacation from April 3rd through April 14th.

Councilor Anderson commended the recycling bins being removed from the building hall and screened along with the dumpster. Anderson also appreciated the weekly updates.

B. Mayor

Mayor Sherman commented on the power washing of Bankus Fountain and the anticipated results.

X. Adjournment

Councilor Gordon moved and the Council voted unanimously by voice vote to adjourn at 8:35 pm.

Respectfully submitted:

Pat Sherman
Mayor

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

Paul Hughes
Finance Director/City Recorder

MINUTES
BROOKINGS PLANNING COMMISSION
March 21, 2006

The regular meeting of the Brookings Planning Commission was called to order by Chair Nishioka at 7:00 p.m. in the Council Chambers at the Brookings City Hall on the above date with the following Commission members and staff in attendance.

Commissioners Present:

Jim Collis	Randy Gorman
Rick Dentino	Ron Hedenskog
Bill Dundom	Bruce Nishioka
	Richard Yock

Staff Present:

Planning Director Bischoff, Deputy City Planner Snow, and Cathie Mahon, Secretary.

Other:

Approximately 20 participants in the audience

CHAIR ANNOUNCEMENTS

The Chair announced with the number of items on the agenda, it was unlikely all would be heard within a reasonable time frame. He explained the public hearing would stop at 10:30 p.m. and if necessary, continue to the following evening (March 22nd).

County Referral File No. **S-0601** was the last item on the agenda but it was decided to hear it first because the County had their hearing scheduled on Thursday, March 23rd, and the Commission's recommendation could be forwarded to them in time for their hearing.

MINUTES

By a 7-0 (motion: Commissioner Collis) the Planning Commission approved the minutes of March 7, 2006 as written.

COUNTY REFERRELS

1. By a 7-0 vote (Motion: Commissioner Collis) the Planning Commission will send a favorable recommendation to the county for File No. **CR-S-0601**; a request for a subdivision to divide a 1.05 acre parcel into five (5) residential lots; R-2 (Residential) county zone; Assessor's Map 41-13-04CD, Tax Lots 5900 and 6500; located at the east end of Hoffeldt Lane; Hughes Development LLP, applicant.

The action was taken following questions and comments regarding the request from the following:

Jim Pex for J&A Engineering,	997 Seagate Avenue,	Coos Bay, OR 97420
Eldon Gossett	1012 Easy Street	Brookings, OR 97415
Larry Aslinger	439 Buena Vista Loop	Brookings, OR 97415
Jerry Hughes, Hughes Development LLP,	P.O. Box 97	Salida, CA 95368

The following participants entered documents into the record:

- 1) Memo from City of Brookings Fire Chief Sharp
- 2) Diagram of Seascape Road by Jim Pex
- 3) Eldon Gossett – a 2-page document of the subject property

The following recommendations were forwarded to the County Planning Commission:

- 1) The proposed extension of East Hoffeldt Lane and the required turnaround should comply with the County's Brookings Urban Growth Boundary road standards. The County Road Master and Planning staff will determine which road standard is appropriate. A road maintenance agreement should be recorded with the subdivision plat.
- 2) The engineered plans for storm water drainage facilities should be provided to address on-site and off-site impacts in a manner that protects all down stream properties from water flow greater than currently exists. Peer review of the applicant's engineered plans should be done by an engineer of the County's choosing. Language regarding ownership and maintenance of the storm water drainage facilities should be on the plat.
- 3) Development should be done in strict compliance with the geologic hazard report.
- 4) Applicant shall contact Oregon Department of Environmental Quality (DEQ) about the need for a 1200C, Stormwater General Permit.
- 5) Prior to any further site preparation the applicant should submit an engineered grading and erosion control plan. Peer review of these plans should be done by an engineer of the County's choosing.
- 6) The County Planning staff should consider requiring the reconfiguring of Lots 3, 4, and 5 into two lots to allow increased square footage on the steep slopes. This would be closer to the lot size in the City's Suburban Residential Zone (20,000 and 40,000 square feet) which is applied to hillside properties.

A recess was declared at 8:45 p.m. The meeting reconvened at 8:53 p.m.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS

1. The Public Hearing was opened for File No. **ANX-1-06**, a request to annex 31.94 acres of land consisting of 7 tax lots; Assessor's Map 40-13-32B, Tax lots 1001, 1201, 1202, and 1300 and 40-13-32C, Tax Lots 211, 213, and 216; located on Old County Road; currently zoned County R-2 (Residential two); Gary Cooper for K&D Properties and Ron Hedenskog, applicants.

Before testimony for the public hearing began, Commissioner Hedenskog declared bias, due to being one of the applicants for the request, and left the bench.

Commissioners Collis, Dundom, and Gorman, declared ex parte due to a site visit. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request.

Testimony was taken following questions and comments regarding the request from the following participants:

Jim Capp, Western Land Use Services, P. O. Box 2937

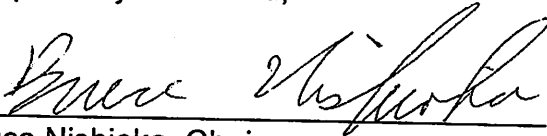
Harbor, OR 97415

Gary Cooper, representative for KD Properties, Inc. P. O. Box 5029 Brookings, OR 97415

ADJOURNMENT:

At 10:30 p.m. Commissioner Collis made a motion to adjourn. The Chair announced the public hearing would continue to the following evening, March 22, 2006 at 7:30 p.m.

Respectfully submitted,



Bruce Nishioka, Chair

(approved at 3rd meeting)

4-4-06

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/06	03/01/2006	53977	3463	3PM/Kurtz	10-00-2005	20.96
03/06	03/01/2006	53978	3457	American Aluminum Accessories	10-00-2005	1,835.00
03/06	03/01/2006	53979	167	American Sigma	10-00-2005	102.70
03/06	03/01/2006	53980	150	Any Time Coffee Service	10-00-2005	105.70
03/06	03/01/2006	53981	138	Becco, Inc	10-00-2005	57.90
03/06	03/01/2006	53982	148	B-H Chamber of Commerce	10-00-2005	2,027.64
03/06	03/01/2006	53983	313	Brookings Vol Firefighters	10-00-2005	2,083.33
03/06	03/01/2006	53984	989	California Contractors Supply	10-00-2005	123.39
03/06	03/01/2006	53985	3481	Chad Cartwright	10-00-2005	5.91
03/06	03/01/2006	53986	1840	Chelco Federal Credit Union	10-00-2005	3,330.00
03/06	03/01/2006	53987	1745	Coastal Paper & Supply, Inc	10-00-2005	78.50
03/06	03/01/2006	53988	586	Cole-Parmer Instrument Co	10-00-2005	68.89
03/06	03/01/2006	53989	183	Colvin Oil Company	10-00-2005	2,289.40
03/06	03/01/2006	53990	182	Coos-Curry Electric	10-00-2005	14,472.36
03/06	03/01/2006	53991	173	Curry Equipment Company	10-00-2005	367.50
03/06	03/01/2006	53992	888	Custodial Related Services	10-00-2005	891.96
03/06	03/01/2006	53993	3315	Dale Shaddox	10-00-2005	59.90
03/06	03/01/2006	53994	3478	Dan Maertz	10-00-2005	6.69
03/06	03/01/2006	53995	316	Donald & Roberta Chandler	10-00-2005	548.00
03/06	03/01/2006	53996	749	Emerald Pool & Patio	10-00-2005	97.02
03/06	03/01/2006	53997	2173	Equapac	10-00-2005	6,079.02
03/06	03/01/2006	53998	3342	Fastenal	10-00-2005	57.03
03/06	03/01/2006	53999	105	First Impressions	10-00-2005	50.00
03/06	03/01/2006	54000	2592	GFS Chemicals Inc	10-00-2005	247.91
03/06	03/01/2006	54001	2109	Granite Construction Co.	10-00-2005	528.47
03/06	03/01/2006	54002	2090	HM Buzz Hansen	10-00-2005	150.00
03/06	03/01/2006	54003	440	Jess Oliver	10-00-2005	99.00
03/06	03/01/2006	54004	2801	Keith's Sporting Goods	10-00-2005	217.20
03/06	03/01/2006	54005	262	Kim Hunnicutt Court Reporting	10-00-2005	22.00
03/06	03/01/2006	54006	2598	Larry Garcia	10-00-2005	42.18
03/06	03/01/2006	54007	328	Les Schwab Tire Center	10-00-2005	246.24
03/06	03/01/2006	54008	2815	M. Glazebrook Construction	10-00-2005	682.50
03/06	03/01/2006	54009	3483	Margie Rademaker	10-00-2005	7.04
03/06	03/01/2006	54010	763	Mark Hargrove	10-00-2005	11.13
03/06	03/01/2006	54011	3174	Michelle Benoit Garden Design	10-00-2005	100.00
03/06	03/01/2006	54012	1491	Mt Hood Chemical	10-00-2005	3,458.40
03/06	03/01/2006	54013	2025	Numberg Scientific	10-00-2005	99.51
03/06	03/01/2006	54014	860	Oregon Fire Chiefs Assn	10-00-2005	450.00
03/06	03/01/2006	54015	3470	Pacific Power Products	10-00-2005	31.10
03/06	03/01/2006	54016	2974	Pat Sherman	10-00-2005	73.08
03/06	03/01/2006	54017	293	Petty Cash	10-00-2005	178.78
03/06	03/01/2006	54018	322	Postmaster	10-00-2005	675.00
03/06	03/01/2006	54019	1193	PRN Data Services, Inc	10-00-2005	5,026.00
03/06	03/01/2006	54020	187	Quality Fast Lube & Oil	10-00-2005	60.00
03/06	03/01/2006	54021		Information Only Check	10-00-2005	.00 V
03/06	03/01/2006	54022	207	Quill Corporation	10-00-2005	414.94
03/06	03/01/2006	54023	199	Richard Harper	10-00-2005	300.00
03/06	03/01/2006	54024	3185	Ron Tribble	10-00-2005	148.35
03/06	03/01/2006	54025	3369	Schwabe Williamson & Wyatt PC	10-00-2005	3,286.00
03/06	03/01/2006	54026	3480	Shaun Delaney	10-00-2005	5.06
03/06	03/01/2006	54027	380	Stadelman Electric Inc	10-00-2005	577.10
03/06	03/01/2006	54028	2254	Sunny Wheatley	10-00-2005	164.00
03/06	03/01/2006	54029	3151	Teletron Communications	10-00-2005	98.00
03/06	03/01/2006	54030	3479	Tracy Snyder	10-00-2005	4.93
03/06	03/01/2006	54031	990	United Parcel Service	10-00-2005	32.24
03/06	03/01/2006	54032		Information Only Check	10-00-2005	.00 V
03/06	03/01/2006	54033	136	United Pipe & Supply Co Inc	10-00-2005	2,149.26

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/06	03/01/2006	54034	432	USA Bluebook	10-00-2005	627.28
03/06	03/01/2006	54035	906	Valley River Inn	10-00-2005	235.38
03/06	03/01/2006	54036	3482	Victoria Snow	10-00-2005	24.33
03/06	03/01/2006	54037	861	Village Express Mail Center	10-00-2005	81.77
03/06	03/01/2006	54038	3477	Water Environment School	10-00-2005	300.00
03/06	03/01/2006	54039	3117	William E Boggess	10-00-2005	2.92
03/06	03/01/2006	54040	3472	William Jasper	10-00-2005	4.71
03/06	03/01/2006	54041	253	Xerox Corporation	10-00-2005	70.73
03/06	03/07/2006	54042	145	EBS Trust	10-00-2005	53.00
03/06	03/07/2006	54043	910	OR Department of Justice	10-00-2005	115.38
03/06	03/07/2006	54044	1132	OR Department of Justice	10-00-2005	322.15
03/06	03/07/2006	54045	2366	OR Department of Justice	10-00-2005	203.08
03/06	03/14/2006	54046	888	Custodial Related Services	10-00-2005	321.68
03/06	03/23/2006	54047	167	American Sigma	10-00-2005	515.30
03/06	03/23/2006	54048	496	APSCO	10-00-2005	141.44
03/06	03/23/2006	54049	303	Associated Bag Company	10-00-2005	385.74
03/06	03/23/2006	54050	256	B & B Excavation	10-00-2005	7,871.93
03/06	03/23/2006	54051	146	Bay West Supply, Inc	10-00-2005	247.14
03/06	03/23/2006	54052	3492	Bert & Mary Nolan	10-00-2005	20.92
03/06	03/23/2006	54053	1458	Bob Schaefer	10-00-2005	102.00
03/06	03/23/2006	54054	3469	Brenntag Pacific Inc	10-00-2005	4,088.26
03/06	03/23/2006	54055	147	Brookings Glass Inc	10-00-2005	103.00
03/06	03/23/2006	54056	416	Brookings Lock & Safe Co	10-00-2005	182.50
03/06	03/23/2006	54057	3015	Charter Communications	10-00-2005	1,060.49
03/06	03/23/2006	54058	2215	Chetco Medical Center	10-00-2005	100.00
03/06	03/23/2006	54059	822	Coast Auto Center	10-00-2005	41.33
03/06	03/23/2006	54060	2950	Collegiate USA	10-00-2005	354.67
03/06	03/23/2006	54061	183	Colvin Oil Company	10-00-2005	2,092.92
03/06	03/23/2006	54062		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54063	182	Coos-Curry Electric	10-00-2005	5,442.33
03/06	03/23/2006	54064	2542	Crystal Fresh Bottled Water	10-00-2005	197.00
03/06	03/23/2006	54065	151	Curry Coastal Pilot	10-00-2005	715.45
03/06	03/23/2006	54066	1357	Curry County Clerk	10-00-2005	31.00
03/06	03/23/2006	54067	173	Curry Equipment Company	10-00-2005	34.00
03/06	03/23/2006	54068		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54069	195	Curry Transfer & Recycling	10-00-2005	672.34
03/06	03/23/2006	54070		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54071		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54072	166	Dan's Auto & Marine Electric	10-00-2005	468.57
03/06	03/23/2006	54073	284	Day-Wireless Systems	10-00-2005	1,828.83
03/06	03/23/2006	54074	185	Del Cur Supply	10-00-2005	31.35
03/06	03/23/2006	54075	575	DELL Computer Corp	10-00-2005	211.18
03/06	03/23/2006	54076	484	DMV	10-00-2005	6.50
03/06	03/23/2006	54077	2117	Edge Wireless	10-00-2005	238.69
03/06	03/23/2006	54078	3489	Ellen L Nauertz	10-00-2005	7.41
03/06	03/23/2006	54079	1786	Energy Sales	10-00-2005	45.38
03/06	03/23/2006	54080	3485	FCS Group Inc	10-00-2005	12,002.50
03/06	03/23/2006	54081	2186	Ferguson Enterprises - GP	10-00-2005	1,490.80
03/06	03/23/2006	54082	153	Ferrellgas	10-00-2005	744.20
03/06	03/23/2006	54083	3486	Fisher Scientific	10-00-2005	294.40
03/06	03/23/2006	54084	2763	Frank Dunn	10-00-2005	107.93
03/06	03/23/2006	54085	2882	Globalstar USA	10-00-2005	79.16
03/06	03/23/2006	54086	2153	Gov Finance Officers Assn	10-00-2005	145.00
03/06	03/23/2006	54087	198	Grants Pass Water Lab	10-00-2005	154.00
03/06	03/23/2006	54088	154	Hagen's Dry Cleaners	10-00-2005	35.00
03/06	03/23/2006	54089	3474	Hamilton Engine	10-00-2005	79.13
03/06	03/23/2006	54090	131	HGE, Inc	10-00-2005	27,898.63

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/06	03/23/2006	54091	1699	Imagistics	10-00-2005	342.44
03/06	03/23/2006	54092	3493	Jackson Bivens	10-00-2005	17.46
03/06	03/23/2006	54093	126	John Bischoff	10-00-2005	143.92
03/06	03/23/2006	54094	438	John Bishop	10-00-2005	33.59
03/06	03/23/2006	54095	1812	John Wimberley	10-00-2005	107.93
03/06	03/23/2006	54096	3460	JWC Environmental	10-00-2005	4,275.75
03/06	03/23/2006	54097	3491	K. Charlene Oberbillig	10-00-2005	11.51
03/06	03/23/2006	54098		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54099		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54100		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54101		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54102		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54103		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54104		Information Only Check	10-00-2005	.00 V
03/06	03/23/2006	54105	162	Kerr Hardware	10-00-2005	1,124.84
03/06	03/23/2006	54106	1328	Kustom Signals, Inc	10-00-2005	264.00
03/06	03/23/2006	54107	1397	L N Curtis	10-00-2005	70.30
03/06	03/23/2006	54108	137	LauraLee Gray	10-00-2005	115.20
03/06	03/23/2006	54109	3488	Lawrence Hartwell	10-00-2005	20.65
03/06	03/23/2006	54110	202	League of Oregon Cities	10-00-2005	10.00
03/06	03/23/2006	54111	1127	Lyle Signs Inc	10-00-2005	353.40
03/06	03/23/2006	54112	3495	Mary Sharp	10-00-2005	9.00
03/06	03/23/2006	54113	1817	Mike Wilson	10-00-2005	116.00
03/06	03/23/2006	54114	155	Mory's	10-00-2005	107.73
03/06	03/23/2006	54115	283	Mufflers & More	10-00-2005	435.00
03/06	03/23/2006	54116	1844	My-Comm, Inc	10-00-2005	54.00
03/06	03/23/2006	54117	2051	National Waterworks, Inc	10-00-2005	2,108.88
03/06	03/23/2006	54118	3159	Northcoast Health Screening	10-00-2005	45.00
03/06	03/23/2006	54119	1330	Northwest Uniforms, Inc	10-00-2005	86.70
03/06	03/23/2006	54120	3418	OACA Treasurer Angie Debban	10-00-2005	125.00
03/06	03/23/2006	54121	279	One Call Concepts, Inc	10-00-2005	78.75
03/06	03/23/2006	54122	143	Oregon Department of Revenue	10-00-2005	6.05
03/06	03/23/2006	54123	427	Oregon Pacific Company	10-00-2005	69.12
03/06	03/23/2006	54124	1666	VOID - Oxford Suites	10-00-2005	.00
03/06	03/23/2006	54125	695	P & S Construction Co, Inc	10-00-2005	200.00
03/06	03/23/2006	54126	252	Paramount Pest Control	10-00-2005	38.00
03/06	03/23/2006	54127	3419	Parkforms LLC	10-00-2005	567.00
03/06	03/23/2006	54128	3298	Paul Nolte	10-00-2005	210.00
03/06	03/23/2006	54129	1700	Phil's Auto Recycling	10-00-2005	70.00
03/06	03/23/2006	54130	3490	Phyllis Stanek	10-00-2005	20.37
03/06	03/23/2006	54131	187	Quality Fast Lube & Oil	10-00-2005	88.50
03/06	03/23/2006	54132	207	Quill Corporation	10-00-2005	239.00
03/06	03/23/2006	54133	180	Ray's Food Place	10-00-2005	94.92
03/06	03/23/2006	54134	2831	Renner Petroleum	10-00-2005	503.90
03/06	03/23/2006	54135	169	Roto Rooter	10-00-2005	56.30
03/06	03/23/2006	54136	3093	Shelton-Turnbull Printers Inc	10-00-2005	520.16
03/06	03/23/2006	54137	3475	SIS-Q Communications	10-00-2005	2,100.00
03/06	03/23/2006	54138	3195	Slam'n Salmon Ocean Derby	10-00-2005	500.00
03/06	03/23/2006	54139	380	VOID - Stadelman Electric Inc	10-00-2005	.00
03/06	03/23/2006	54140	2254	Sunny Wheatley	10-00-2005	30.75
03/06	03/23/2006	54141	2182	Sunnyside Inn Motel	10-00-2005	199.02
03/06	03/23/2006	54142	2577	SuppliesUSA.com, Inc	10-00-2005	264.06
03/06	03/23/2006	54143	854	SWOCC	10-00-2005	43.50
03/06	03/23/2006	54144	3487	Tailored Solutions Corp	10-00-2005	150.00
03/06	03/23/2006	54145	3494	Teresa & Steven Kelley	10-00-2005	52.69
03/06	03/23/2006	54146	156	That Special Touch Florist	10-00-2005	35.00
03/06	03/23/2006	54147	3458	The Desk Dealer Inc	10-00-2005	697.00

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/06	03/23/2006	54148	3220	The Radar Shop	10-00-2005	90.23
03/06	03/23/2006	54149	142	Tidewater Contractors Inc	10-00-2005	353.28
03/06	03/23/2006	54150	396	Tom Moody	10-00-2005	116.00
03/06	03/23/2006	54151	797	Town & Country Animal Hospital	10-00-2005	670.02
03/06	03/23/2006	54152	179	Trew, Cyphers & Meynink	10-00-2005	4,116.00
03/06	03/23/2006	54153	1374	UAP Distribution Inc	10-00-2005	622.50
03/06	03/23/2006	54154	170	Umpqua Research Co	10-00-2005	355.50
03/06	03/23/2006	54155	3476	Umpqua Sheet Metal Inc	10-00-2005	3,315.50
03/06	03/23/2006	54156	3496	United Communications	10-00-2005	280.00
03/06	03/23/2006	54157	161	United Communications Inc	10-00-2005	1,528.75
03/06	03/23/2006	54158	136	United Pipe & Supply Co Inc	10-00-2005	593.99
03/06	03/23/2006	54159	991	Verizon Northwest	10-00-2005	543.01
03/06	03/23/2006	54160	861	Village Express Mail Center	10-00-2005	91.10
03/06	03/23/2006	54161	108	VWR International Inc	10-00-2005	68.62
03/06	03/23/2006	54162	3477	Water Environment School	10-00-2005	150.00
03/06	03/23/2006	54163	3104	West Coast Lines & Graphics	10-00-2005	24.00
03/06	03/23/2006	54164	670	Western Equipment Distributors	10-00-2005	405.03
03/06	03/23/2006	54165	269	WW Grainger	10-00-2005	224.10
03/06	03/23/2006	54166	145	EBS Trust	10-00-2005	45.00
03/06	03/23/2006	54167	910	OR Department of Justice	10-00-2005	115.38
03/06	03/23/2006	54168	1132	OR Department of Justice	10-00-2005	322.15
03/06	03/23/2006	54169	2366	OR Department of Justice	10-00-2005	203.08
03/06	03/23/2006	54170	144	OR Teamster Employers Trust	10-00-2005	13,904.64
03/06	03/23/2006	54171	189	OR Teamster Employers Trust	10-00-2005	11,297.52
03/06	03/23/2006	54172	3433	OR Teamster Employers Trust	10-00-2005	17,830.80
03/06	03/23/2006	54173	214	Regence Life & Health Ins	10-00-2005	259.70
03/06	03/23/2006	54174	213	Teamsters Local Union 223	10-00-2005	688.00
03/06	03/23/2006	54175	3404	Teamsters Local Union 223	10-00-2005	921.00
03/06	03/23/2006	54176	1666	Oxford Suites	10-00-2005	590.64
03/06	03/30/2006	54177	167	American Sigma	10-00-2005	249.80
03/06	03/30/2006	54178	150	Any Time Coffee Service	10-00-2005	73.45
03/06	03/30/2006	54179	2942	Baughman & Sons, Inc	10-00-2005	372.50
03/06	03/30/2006	54180	3501	Billy G Cunningham	10-00-2005	4.28
03/06	03/30/2006	54181	370	CCIS	10-00-2005	17,347.02
03/06	03/30/2006	54182	193	Central Equipment Co, Inc	10-00-2005	750.00
03/06	03/30/2006	54183	822	Coast Auto Center	10-00-2005	52.90
03/06	03/30/2006	54184	183	Colvin Oil Company	10-00-2005	2,591.91
03/06	03/30/2006	54185	182	Coos-Curry Electric	10-00-2005	14,501.15
03/06	03/30/2006	54186	3502	Daniel R Georgeson	10-00-2005	3.42
03/06	03/30/2006	54187	3498	DHS Public Health	10-00-2005	200.00
03/06	03/30/2006	54188	3500	Donnis Lausmanns	10-00-2005	125.00
03/06	03/30/2006	54189	131	HGE, Inc	10-00-2005	2,650.22
03/06	03/30/2006	54190	1919	ICI Dulux Paints, Store #774	10-00-2005	653.85
03/06	03/30/2006	54191	2216	John D Rapraeger Inc	10-00-2005	4,432.50
03/06	03/30/2006	54192	137	LauraLee Gray	10-00-2005	37.58
03/06	03/30/2006	54193	155	Mory's	10-00-2005	8.56
03/06	03/30/2006	54194	2051	National Waterworks, Inc	10-00-2005	2,869.97
03/06	03/30/2006	54195	3503	NWOMGIA	10-00-2005	50.00
03/06	03/30/2006	54196	573	OBOA	10-00-2005	112.50
03/06	03/30/2006	54197	3484	Peterson Machinery Co	10-00-2005	197.35
03/06	03/30/2006	54198	3504	Rebecca M Shilts	10-00-2005	14.91
03/06	03/30/2006	54199	3505	Rogue Valley Council of Gov	10-00-2005	3,212.68
03/06	03/30/2006	54200	380	Stadelman Electric Inc	10-00-2005	3,231.27
03/06	03/30/2006	54201	990	United Parcel Service	10-00-2005	74.32
03/06	03/30/2006	54202	136	United Pipe & Supply Co Inc	10-00-2005	5,509.38
03/06	03/30/2006	54203	1523	United Rentals Northwest Inc	10-00-2005	2,265.28
03/06	03/30/2006	54204		Information Only Check	10-00-2005	.00 V

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
03/06	03/30/2006	54205	2122	VISA	10-00-2005	1,703.16
03/06	03/30/2006	54206	3104	West Coast Lines & Graphics	10-00-2005	2,402.56
03/06	03/30/2006	54207	269	WW Grainger	10-00-2005	41.75
Totals:						<u>269,232.25</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

CITY OF BROOKINGS

City Council Agenda Report



Date: April 6, 2006

To: Mayor & City Council

From: Paul Hughes, Finance Director

Subject: Ordinance No. 06-0-572
An Ordinance of the City of Brookings, Oregon, adopting the Brookings
Municipal Code.

Recommendation: **Adopt Ordinance No. 06-0-572**

Background /Discussion:

The City has received the completed Brookings Municipal Code (BMC) from Code Publishing. The Code consists of all ordinances of the City that have ongoing effect and which have not expired according to their own terms. The process of adopting new or amended ordinances will not change other than the numbering system. Each will be brought before Council for approval as past practice.

Financial Impact(s):

No financial impact other than periodic updates to the Code at a minimal cost.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

Ordinance No. 06-O-572

AN ORDINANCE OF THE CITY OF BROOKINGS, OREGON, ADOPTING THE BROOKINGS MUNICIPAL CODE.

WHEREAS, the City of Brookings has provided for the organization of the general ordinances of the City that have on-going effect into a code organized by subject matter; and

WHEREAS, the Code should be adopted as the body of law of the City;

THE CITY OF BROOKINGS ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted a new Chapter 1.01 of the Brookings Municipal Code to read as follows:

Section 1.01.010 Adoption, Amendment and Repeal.

(1) There is hereby adopted the Brookings Municipal Code which consists of the ordinances of the City that have ongoing effect and which have not expired according to their own terms.

(2) This Code may be cited as the Brookings Municipal Code.

(3) This Code may be amended by reference to Code Section without the necessity of referring to the underlying ordinance.

(4) New ordinances may be added to the Code, and if an ordinance is enacted with a numbering system that is inconsistent with the Code numbering system, the City Clerk is authorized to assign an appropriate code number and to codify the ordinance accordingly.

(5) The repeal of any code section does not revive the original text of the Code Section, but rather, repeal of an existing section repeals the underlying ordinance section and all of its amendments.

Section 1.01.020 Repeal of certain ordinances.

The following general ordinances or sections of ordinances of the city are hereby repealed:

Ord. 51-O-004, Section 4(D)

Ord. 51-O-013, Sections 3, 4, 5, 6, 15, 19, 29, 30, 34, 35, 37, 38, 39, 40, 41, 42, 44, 45, 48, 51, 55, 56, 62, 64, 68, 69, 70, 72, 73, 86, 92

Ord. 52-O-012.A

Ord. 52-O-025

Ord. 52-O-031, Section 6

Ord. 53-O-052

Ord. 54-O-056, Section 9

Ord. 55-O-070

Ord. 57-O-105

Ord. 57-O-106

Ord. 58-O-112
Ord. 58-O-115
Ord. 59-O-134, Sections 4, 11
Ord. 61-O-157, Sections 10(D), 12, 17, 41, 64
Ord. 64-O-178
Ord. 66-O-184 to the extent that it amends Ord. 51-O-013, Section 19
Ord. 66-O-185
Ord. 66-O-190, Sections 10, 28(C)
Ord. 79-O-309, Sections 14, 16
Ord. 79-O-315
Ord. 79-O-324
Ord. 80-O-348
Ord. 84-O-387, Sections 5, 12
Ord. 86-O-406, Section 7(D)
Ord. 88-O-432, Sections 10, 28(C)
Ord. 89-O-439
Ord. 89-O-446, Sections 1, 8 (definition of "condominium"), 128, 132
Ord. 89-O-450, Sections 4, 5
Ord. 90-O-115.A
Ord. 90-O-190.A
Ord. 90-O-387.A, Section 3
Ord. 91-O-477, Section 15
Ord. 97-O-115.B
Ord. 00-O-535, Section 22(C)(5)

Section 1.01.030 Reservation of prosecutions. The adoption of this code shall not affect any prosecution for violations of ordinances, which violations were committed prior to the effective date of the adoption of the Municipal Code, nor shall the adoption of the Municipal Code be construed as a waiver of any license, fee, or penalty due and owing at the effective date of the code adoption, nor shall adoption affect the validity of any bond or cash deposited with the City pursuant to the terms of any ordinance, upon its codification; but rather, all rights and obligations pertaining under ordinances in effect prior to codification shall remain in full force and effect.

Section 1.01.040 Severability. If any section, subsection, clause or phrase of this Code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this code. The City declares that it would have enacted this code, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

Section 2. There is hereby adopted a new Chapter 1.05 of the Brookings Municipal Code to read as follows:

Chapter 1.05

GENERAL PENALTY

Sections:

1.05.010 General Penalty

1.05.010 General Penalty

A. Violations. Except where a chapter of this code imposes a specific penalty, every offense is a violation which may be punished by a fine up to \$500; provided, that where Oregon statutes impose a lesser penalty for the same offense, then the lesser penalty shall apply. Each day or part of a day for which a violation is committed or persists is a separate offense.

B. Traffic Violations. The city's enforcement of the Oregon Traffic Code shall be as provided in Chapters 801 through 826 ORS.

C. Administrative Enforcement. Where a chapter of this code provides that enforcement shall be through an administrative process, the provisions for administrative procedures shall apply rather than this section.

D. Equitable and Other Remedies Preserved. Nothing in this section prohibits the city seeking equitable relief or damages in addition to judicial or administrative enforcement of its ordinances.

INTRODUCED AND ADOPTED By the City of Brookings Council and signed by me in authentication of its passage the _____ day of _____ 2006.

Mayor Pat Sherman
Director/Recorder

Paul Hughes, Finance

City of Brookings
898 Elk Drive
Brookings, OR 97415



COUNCIL AGENDA REPORT

To: Mayor & City Council

From: City Manager

Date: April 4, 2006

Re: Curry Transfer and Recycling Annual Rates Increase

Subject: Resolution No. 06-R-751 In the Matter of Approving Rates for Sanitation Services to be Charged by Curry Transfer and Recycling to Customers in the City of Brookings

Recommendation: It is recommended that the City Council approve the Resolution authorizing Curry Transfer and Recycling rate increases.

Background /Discussion: Under the franchise agreement (attached) CTR is entitled to defined and limited annual rate adjustments per Section 7 "Rate Review and Adjustment". Each year CTR submits its rate adjustment to the City Council for approval. Attached is the CTR rate adjustment packet, along with supporting documentation. Representatives from CTR will be in attendance at this evenings' meeting to review the request and to answer any questions.

Financial Impact(s): The requested rate adjustments will be a direct billing increase to CTR customers. The proposed rate increase will be effective on July 1, 2006.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

In the Matter of approving rates)
for sanitation services to be)
charged by Curry Transfer and)
Recycling to customers in the City)
of Brookings)

Resolution No. 06-R-751

WHEREAS, Ordinance No. 95-0-510, Section 7 states that rates for service shall be those currently approved for the franchisee by the City Council by resolution; and

WHEREAS, Ordinance No. 95-0-510, Section 7 states that the rates shall be attached to Ordinance No. 95-0-510 as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BROOKINGS THAT the rates shown on attached Exhibit "A" shall be approved, effective July 1, 2006, and shall remain in effect until such time as any change in rates shall be approved by the City Council:

PASSED by the Brookings Common Council and signed by the Mayor this _____ day of _____, 2006.

Pat Sherman
Mayor

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

Paul Hughes
Finance Director/City Recorder

EXHIBIT A
Effective July 1, 2006
RATE SCHEDULE - CITY OF BROOKINGS

CANS/CARTS: SET OUT (CURB SIDE) SERVICE:

\$18.44 per month	One thirty-two (32) gallon can each week.
\$23.06 per month	One forty (40) gallon can each week.
\$27.66 per month	One forty-eight (48) gallon can each week.
\$36.88 per month	One sixty-four (64) gallon can each week.
\$55.32 per month	One ninety-six (96) gallon can each week.
\$57.63 per month	One one-hundred (100) gallon can each week.
\$86.45 per month	One one-hundred fifty (150) gallon can each week.
\$14.10 per month	Recycle only - where available.
Residential Compactor	In excess of two (2) bags - 1.5 times can rate.

CANS/CARTS: OTHER THAN SET OUT SERVICE:

\$1.09 per trip for each drivable driveway.	\$1.09 each additional twenty-five feet.
\$1.09 each:	un-securing & securing cart, gate, door, fence, hallway, stairs, overweight limits, etc.

COMMERCIAL/RENTAL SERVICES (Container/Carts/Cans):

32 Gallon Cart		\$21.03
Container Service - Per Loose Yard - Per Pick-Up.		\$22.61
Container Service - Per Loose Yard - Brush (Roll Off).		\$11.20
Container Service - Per Loose Yard - Metal (Roll Off).		\$11.20
Container Service - Gate Fee (Each Time) - Extra.		\$ 6.03
Customer Requested - Auto lock - Dumpster service-per month		\$ 3.46
Container Rental - One - Eight Yard - Per Month.		\$13.34
Customer Requested - Other Than Weekly-Each Trip Minimum.		\$16.90
Customer Requested -Time of pick-up - each trip		\$16.90
Customer Service -Special events, Construction, Clean-up, etc. per trip		\$16.90
Container Service - Roll Out Service - Extra.		10%
Container Ramp Roll-Out, as deemed safe by collector - Extra.		20%
Customer Requested - After Hour, Saturday or Sunday - Extra.		50%
Mechanically Compacted Waste - 2.75 Times Yard or Can Rate.		

RECYCLING CREDITS (Commercial When Service Available):

Container Service - Newsprint (Properly Prepared)	of commercial Rate	50%
Container Service - Waste Paper/Office Paper/Cans/Bottles/ Plastics (Properly Prepared)	of Commercial Rate	25%

OTHER RESIDENTIAL & COMMERCIAL CHARGES:

(1) Occasional Extra in Route Pickup - Each.	\$ 4.89
(2) Customer Requested Special Pickup - Minimum.	\$ 7.38
(3) Initial set-up, close-out, monitored inactive service-each transaction	\$ 6.03
(4) Customer Requested - Off route trip charge	\$11.05
(5) Rental Property - Owners responsibility for sanitation charges	
(5) Extra Heavy Roofing/Demolition - -2.75 Time Yard Rate.	
(7) Waste In Excess Of 280 Lbs per Yard - Subject To The Approved Tonnage Rate.	
(8) Household Hazardous Waste. (As Approved)	

Curry Transfer & Recycling

PO Box 4008 Brookings, OR 97415

Phone: (541) 469-2425

Fax: (541) 469-1048

March 16, 2006

City of Brookings
898 Elk Drive
Brookings, OR 97415

RE: CPI Adjustment- **2006**

Dear City Manager:

Please find enclosed proof of CPI adjustment for year **2005** (National U.S. City Average). Our regional controller calculated the adjustment from **2005** to **2006** to be **3.4%**. As you know, our agreement calls for an annual CPI inflation adjustment by April 1, of each year. Traditionally, because of the time the CPI information is reported, we have used July 1, of each year for the effective date.

Although the CPI is **3.4%** the rate schedule enclosed reflects **2.6%** (76% of the year **2005** CPI inflation). Please use this notice and the other information enclosed to implement a **July 1, 2006** effective date.

Sincerely,

Pete Smart

Enclosure: **2006** rate schedule
2005 rate schedule (for comparison)
2005 CPI Adjustment- Department of Labor

EXHIBIT A
EFFECTIVE JULY 1, 2006
RATE SCHEDULE- CITY OF BROOKINGS

CANS/CARTS: SET OUT (CURBSIDE SERVICE)

\$18.44	per month	One thirty-two (32) gallon can each week
23.06	per month	One forty (40) gallon can each week
27.66	per month	One forty-eight (48) gallon can each week
36.88	per month	One sixty-four (64) gallon can each week
55.32	per month	One ninety-six (96) gallon can each week
57.63	per month	One one-hundred (100) gallon can each week
86.45	per month	One one-hundred fifty (150) gallon can each week
14.10	per month	Recycle only- where available
Residential Compactor		In excess of two (2) bags- 1.5 times can rate

CANS/CARTS: OTHER THAN SET OUT SERVICE

\$1.09 per trip each way for each drivable driveway, 1.09 each additional twenty-five feet.
 \$1.09 each: Gate, door, fence, hallway, stairs, unsecuring, securing, etc. - each time, each way

COMMERCIAL/RENTAL SERVICE (CONTAINER/CART/CAN)

32 gallon cart	
Container service- per loose yard-per pick-up	\$ 21.03
Container service- per loose yard- Brush (roll-off)	22.61
Container service- per loose yard- Metal (roll-off)	11.20
Container service- Gate Fee- (each time)- Extra	11.20
Customer requested- Auto lock- Dumpster service- per month	6.03
Container rental- one- eight yard- per month	3.46
Customer requested- Other than weekly- each trip minimum	13.34
Customer requested- Time of pick-up- each trip	16.90
Customer service- Special events, construction, clean up, etc. Per trip.	16.90
Container service- Roll-out service- Extra	16.90
Container ramp roll-out, as deemed safe by collector- Extra	10%
Customer requested- After hour, Saturday or Sunday- Extra	20%
Mechanically compacted waste- 2.75 times yard or can rate.	50%

RECYCLING CREDITS (COMMERCIAL WHEN SERVICE IS AVAILABLE)

Container service- Newsprint properly prepared-	of commercial rate	50%
Container service- Waste paper, office paper, cans, bottles, plastics (all properly prepared)	of commercial rate	25%

OTHER RESIDENTIAL & COMMERCIAL CHARGES

(1) Occasional extra in route pick-up- Each	
(2) Customer requested special pick-up- Minimum	\$ 4.89
(3) Initial set-up, close-out, monitored inactive service- each transaction.	7.38
(4) Customer Requested- Off route trip charge.	6.03
(5) Rental property- Owners responsibility for sanitation charges.	11.05
(6) Extra heavy garbage, roofing/demolition- 2.75 times yard rate.	
(7) Waste in excess of 280 lbs per yard. Subject to the approved heavy rate.	
(8) Household hazardous waste. As approved.	

3/15/06

EXHIBIT A
EFFECTIVE JULY 1, 2005
RATE SCHEDULE- CITY OF BROOKINGS

CANS/CARTS: SET OUT (CURBSIDE SERVICE)

\$17.98	per month	One thirty-two (32) gallon can each week
22.48	per month	One forty (40) gallon can each week
35.97	per month	One sixty-four (64) gallon can each week
53.95	per month	One ninety-six (96) gallon can each week
13.74	per month	Recycle only- where available
Residential Compactor		In excess of two (2) bags- 1.5 times can rate

CANS/CARTS: OTHER THAN SET OUT SERVICE

\$1.06 per trip each way for each drivable driveway, 1.06 each additional twenty-five feet.
 \$1.06 each: Gate, door, fence, hallway, stairs, unsecuring, securing, etc. - each time, each way

COMMERCIAL/RENTAL SERVICE (CONTAINER/CART/CAN)

32 gallon cart	\$ 20.50
Container service- per loose yard-per pick-up	22.04
Container service- per loose yard- Brush (roll-off)	10.92
Container service- per loose yard- Metal (roll-off)	10.92
Container service- Gate Fee- (each time)- Extra	5.88
Customer requested- Auto lock- Dumpster service- per month	3.37
Container rental- one- eight yard- per month	13.00
Customer requested- Other than weekly- each trip minimum	16.47
Customer requested- Time of pick-up- each trip	16.47
Customer service- Special events, construction, clean up, etc. Per trip.	16.47
Container service- Roll-out service- Extra	10%
Container ramp roll-out, as deemed safe by collector- Extra	20%
Customer requested- After hour, Saturday or Sunday- Extra	50%
Mechanically compacted waste- 2.75 times yard or can rate.	

RECYCLING CREDITS (COMMERCIAL WHEN SERVICE IS AVAILABLE)

Container service- Newsprint properly prepared-	of commercial rate	50%
Container service- Waste paper, office paper, cans, bottles, plastics (all properly prepared)	of commercial rate	25%

OTHER RESIDENTIAL & COMMERCIAL CHARGES

(1) Occasional extra in route pick-up- Each	\$ 4.77
(2) Customer requested special pick-up- Minimum	7.24
(3) Initial set-up, close-out, monitored inactive service- each transaction.	5.88
(4) Customer Requested- Off route trip charge.	10.77
(5) Rental property- Owners responsibility for sanitation charges.	
(6) Extra heavy garbage, roofing/demolition- 2.75 times yard rate.	
(7) Waste in excess of 280 lbs per yard. Subject to the approved heavy rate.	
(8) Household hazardous waste. As approved.	

3/18/2005 3:32 PM

2005 CPI INFLATION RATE ADJUSTMENT- BROOKINGS- JULY 1, 2006

CPI INFLATION IN 2005 (US CITY AVERAGE) 3.4 %

CTR RATE ADJUSTMENT 2.6% (76% of CPI)

INCLUDES PORT ORFORD POST CLOSURE= .13 per month

CURRENT RATE 32 GALLON RESIDENTIAL	\$17.98
PORT ORFORD CLOSURE	\$(-.13)
RATE	\$17.85
CPI (2.6%)	<u>\$ 0.46</u>
ADJUSTED RATE	\$18.31
PORT ORFORD CLOSURE	<u>\$ 0.13</u>

RATE \$18.44

1 YARD	
PORT ORFORD CLOSURE	\$22.04
RATE	\$(-.15)
CPI (2.6%)	\$21.89
ADJUSTED RATE	<u>\$ 0.57</u>
PORT ORFORD CLOSURE	\$22.46
	<u>\$ 0.15</u>

RATE \$22.61

CURRENT RATE 32 GALLON COMMERCIAL	\$20.50
PORT ORFORD CLOSURE	\$(-.13)
RATE	\$20.37
CPI (2.6%)	<u>\$ 0.53</u>
ADJUSTED RATE	\$20.90
PORT ORFORD CLOSURE	<u>\$ 0.13</u>

RATE PAYOR \$21.03



Bureau of Labor Statistics

United States
Department of Labor
San Francisco, CA 94119

[BLS Home](#) | [Programs & Surveys](#) | [Get Detailed Statistics](#) | [Glossary](#) | [What's New](#) | [Find It! In DOL](#)



[RELATED LINKS](#)

CONTACT:

**Media Interviews (415) 975-4373
(415) 975-4929**

General Information (415) 975-4350

Internet address:

<http://www.bls.gov/ro9/ro9news.htm>

Fax-On-Demand (415) 975-4567 --

Code:#9150

BLS 06-16

FOR RELEASE:

Wednesday, February 22, 2006

PORTLAND-SALEM CONSUMER PRICES RISE 2.6 PERCENT IN 2005

In 2005, consumer prices in the Portland-Salem metropolitan area rose 2.6 percent on an annual basis according to the Bureau of Labor Statistics of the U.S. Department of Labor. Regional Commissioner Richard J. Holden said higher gasoline prices contributed significantly to the increase in the all items index. The energy special aggregate index increased 13.2 percent in 2005. Local area CPI data are not seasonally adjusted.

The overall transportation index advanced 6.7 percent from 2004, the predominating contributor to the all items index increase. Gasoline prices jumped 18.5 percent in 2005, with most of the increase occurring in the latter part of the year. Gasoline price changes in Portland during the past ten years have been volatile, ranging from a 13.9 percent decline in 1998 to a 20.7 percent increase in 2003.

Housing represents 44 percent of Portland-Salem consumer expenditures. The housing index advanced 2.0 percent, while the shelter component of housing advanced 1.6 percent. The two published shelter sub-indexes -- rent of primary residence, and owner's equivalent rent of primary residence -- rose 1.4 and 1.3 percent, respectively. Fuels and utilities increased 5.7 percent in 2005. The leading contributor to this advance was utility (piped) natural gas, 19.7 percent above its 2004 level. Household furnishings and operations advanced 1.0 percent in the same period.

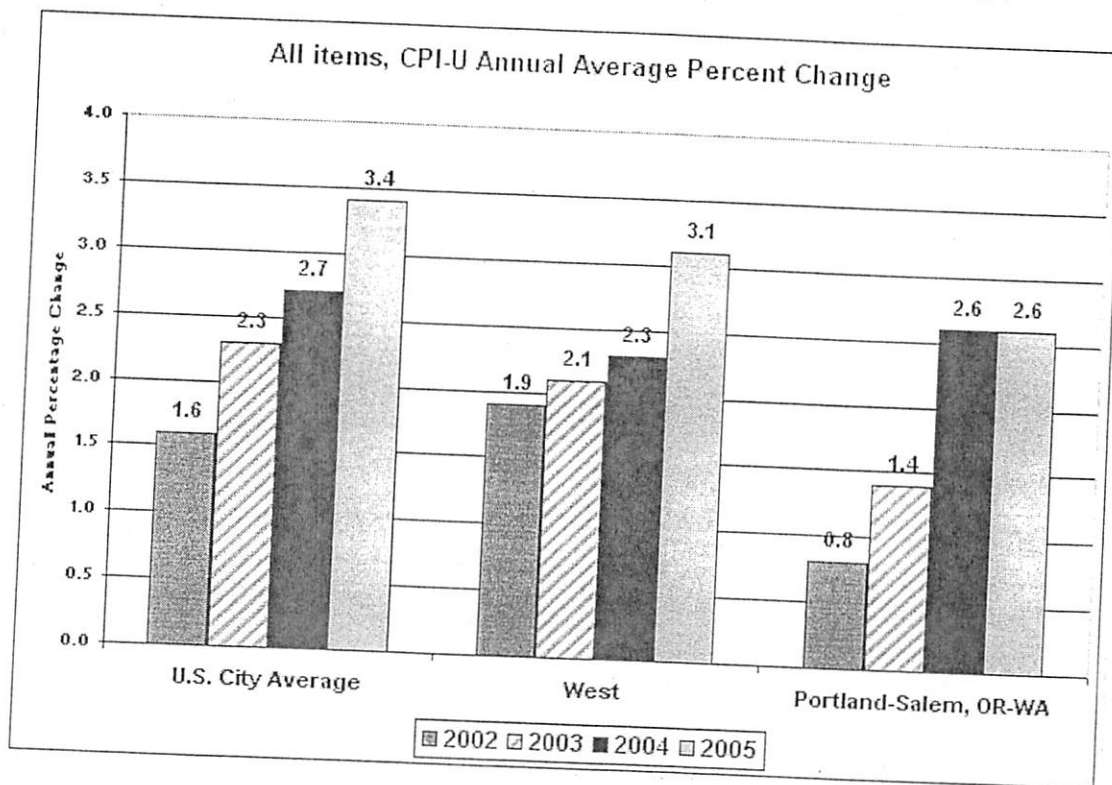
The annual average increase for food and beverages' prices was 1.7 percent. During the same period, grocery prices represented by the food at home index, increased 0.2 percent. Prices for food away from home advanced 2.9 percent. Alcoholic beverage prices increased 2.5 percent since 2004.

The medical care index rose by 5.5 percent in 2005. The medical care index has outpaced the all items index every year since 2000.

The miscellaneous other goods and services index, which includes prices for cigarettes and personal products, rose 3.5 percent from 2004 to 2005.

From 2004 to 2005, average annual prices for education and communication increased 0.8 percent. Annual average prices for recreation decreased 0.5 percent in 2005. Apparel prices declined 3.4 percent for the same period.

The Portland-Salem Consumer Price Index for All Urban Consumers (CPI-U) advanced to 196.0 (1982-84=100) for the 2005 annual average. This means a market basket of goods and services that cost \$100.00 in 1982-84 would have cost \$196.00 in 2005.



Information in this release will be made available to sensory impaired individuals upon request.

Voice phone 202-691-5200

TDD message referral phone number: 800-877-8339

Please click [here](#) for a text formatted copy of the table issued with this release.

Last Modified Date: February 22, 2006

[Back to Top](#)

www.dol.gov

[Frequently Asked Questions](#) | [Freedom of Information Act](#) | [Customer Survey](#)
[Privacy & Security Statement](#) | [Linking to Our Site](#) | [Accessibility](#)

U.S. Bureau of Labor Statistics
 Western Information Office
 Attn: EA & I
 P.O. Box 193766
 San Francisco, CA 94119-3766

URL: <http://www.bls.gov/ro9/>
 Phone: (415) 975-4350
 Fax: (415) 975-4371

Western Information questions: BLSinfoSF@bls.gov
 Technical (web) questions: webmaster@bls.gov
 Other comments: feedback@bls.gov

PORTLAND-SALEM												
Consumer Price Index, All Items, 1982-84=100 for All Urban Consumers (CPI-U)												
YEAR	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	ANNUAL AVERAGE
1983	97.9		97.2		98.5		99.6		100.2		100.4	99.1
1984	100.8		101.8		103.1		102.8		103.3		104.1	102.8
1985	104.8		105.5		106.0		106.9		107.6		108.3	106.7
1986	109.7		107.6		107.5		107.5		108.6		108.6	108.2
Table of over-the-year percent increases. An entry for Jan. 1986 indicates the percentage increase from Jan. 1985 to Jan. 1986 (in this example 4.7 percent).												
1984	3.0		4.7		4.7		3.2		3.1		3.7	3.7
1985	4.0		3.6		2.8		4.0		4.2		4.0	3.8
1986	4.7		2.0		1.4		0.6		0.9		0.3	1.4
OVER-THE-YEAR PERCENT CHANGE												
YEAR	SEMI-ANNUAL AVERAGE			ANNUAL AVERAGE			1st Half			2nd Half		
1984				102.8								
1985				106.7								
1986				108.2								
1987				110.9								
1988				114.7								
1989				120.4								
1990				127.4								
1991				133.9								
1992				139.8								
1993				144.7								
1994				148.9								
1995				153.2								
1996				158.6								
1997				164.0								
1998				167.1								
1999				172.6								
2000				176.4								
2001				181.2								
2002				183.5								
2003				186.0								
2004				189.8								
2005				194.5								
1984	102.1		103.6		102.8							
1985	105.6		107.8		106.7							
1986	108.1		108.3		108.2							
1987	109.9		111.9		110.9							
1988	113.6		115.9		114.7							
1989	119.3		121.6		120.4							
1990	124.9		129.8		127.4							
1991	132.8		135.1		133.9							
1992	138.8		140.9		139.8							
1993	143.6		145.8		144.7							
1994	147.7		150.1		148.9							
1995	152.5		153.9		153.2							
1996	157.2		160.0		158.6							
1997	162.6		165.5		164.0							
1998	166.1		168.1		167.1							
1999	170.8		174.4		172.6							
2000	176.4		179.5		178.0							
2001	181.2		183.6		182.4							
2002	183.5		184.0		183.8							
2003	186.0		186.5		186.3							
2004	189.8		192.5		191.1							
2005	194.5		197.5		196.0							

ORDINANCE NO. 95-O-510

AN ORDINANCE GRANTING CURRY TRANSFER AND RECYCLING, INC. A FRANCHISE TO PROVIDE ALL SOLID WASTE, INFECTIOUS WASTE AND RECYCLABLE MATERIALS SERVICES WITHIN THE CITY OF BROOKINGS; AND REPEALING ORDINANCE NO. 86-0-402.

Sections:

Section 1:	Definitions
Section 2:	Grant of Franchise
Section 3:	Franchise Fee
Section 4:	Use of Service
Section 5:	Term
Section 6:	Rates
Section 7:	Rate Review and Adjustment
Section 8:	General Franchise Terms and Conditions
Section 9:	Recycling
Section 10:	Disposal Facility
Section 11:	Insurance
Section 12:	Indemnification
Section 13:	Assignment
Section 14:	Abandonment; Performance Bond
Section 15:	Binding Arbitration
Section 16:	Default
Section 17:	Effect of Ordinance
Section 18:	Landfill Closure/Post Closure
Section 19:	Entire Agreement
Section 20:	Enforcement
Section 21:	Effect of Partial Invalidity
Section 22:	Modification of Franchisee's Services
Section 23:	Force Majeure
Section 24:	Repealing Clause

The City of Brookings (City), mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens, finds as follows:

A. It is necessary to regulate and control the collection, transportation and disposal of Solid Waste and Infectious Waste and the recycling, processing, transportation, marketing and sale of Recyclable Materials within the Franchise Area as defined below;

B. It is in the public interest to grant an exclusive Solid Waste and Infectious Waste collection and disposal and Recyclable Materials franchise within the Franchise Area;

C. The City is authorized to carry out the governmental functions and operations contemplated herein and the City has the power, authority and legal right to enter into and perform its obligations herein; and

D. Curry Transfer and Recycling, Inc., an Oregon corporation (Franchisee) has agreed to provide Solid Waste and Infectious Waste collection, transportation and disposal services, and recycling, processing, transportation and marketing of Recyclable Materials, and Franchisee has been in the businesses of providing such services, and has the capacity, personnel and technical qualifications required to perform such services.

NOW, THEREFORE, THE CITY OF BROOKINGS ORDAINS AS FOLLOWS:

SECTION 1: DEFINITIONS. For the purposes of this Ordinance, the following terms shall have the following meanings:

A. "Approval of the City", unless otherwise indicated, shall mean approval of a majority of the Council Members of the City .

B. "Basic Solid Waste Collection Service Component" shall mean the monthly Solid Waste collection and disposal rates, as set forth on the rate sheets, less closure/post-closure charges, surcharges and container rental charges.

C. "Commercial" shall mean any activity conducted for business purposes including non-profit businesses.

D. "Disposal Facility" shall mean a Solid Waste facility which has all applicable permits and authorizations needed to accept Solid Waste for transformation, recovery, recycling, transfer or disposal.

E. "Franchise Area" shall mean the incorporated limits of the City of Brookings, Oregon, including any areas annexed to the City during the term of this Ordinance. To the extent permitted by law, all state and federal agencies having facilities within, or doing business within the City limits shall be deemed to be within the Franchise Area, and shall be subject to this Franchise Ordinance.

F. "Generators" shall mean all individuals, businesses and other entities, including federal, state, county and local agencies as well as the City, located within the Franchise Area, or that generate Solid Waste or Recyclable Materials within the Franchise Area.

G. "Hazardous Waste" shall mean all Solid Waste defined or characterized as Hazardous Waste by the federal Solid Waste Disposal Act, all future amendments thereto, or regulations promulgated thereunder; all Solid Waste defined or characterized as Hazardous Waste by the principal agencies of the state having jurisdiction over such Hazardous Waste and those substances and items which are not normally disposed of by generally accepted sanitary landfill disposal methods.

H. "Infectious Waste" shall have the definition set forth in ORS 459.386 (2).

I. "Recyclable Materials" shall have the definition set forth in ORS 459.005 (19). The initial list of Recyclable Materials is set forth with particularity in Section 9 of this Ordinance.

J. "Residential" shall mean premises consisting of two dwelling units or less, under the same ownership.

K. "Self Hauler" shall mean any Residential Generator who chooses to deliver all or any part of his or her Solid Waste or Recyclable Materials to the appropriate in-county Transfer Station.

L. "Solid Waste" shall mean all putrescible and nonputrescible solid and semisolid wastes, including without limitation: garbage; trash; refuse; paper; cardboard; rubbish; ashes; industrial wastes; demolition and construction wastes; wood wastes; grass clippings; yard wastes; compost; tires; discarded home and industrial appliances; manure; vegetable or animal solid and semisolid Wastes; and other discarded solid and semisolid waste. Solid Waste excludes Hazardous Waste and Infectious Waste. Solid waste does not include:

(1) Environmentally hazardous waste as defined in ORS 466.055.

(2) Sewer sludge and septic tank and cesspool pumping or chemical toilet waste.

(3) Reusable beverage containers as defined in ORS 459.005(18)(b).

This section shall not be construed to prohibit Oregon licensed contractors from collecting and transporting demolition and construction waste, wood waste, concrete rubble, manure, contaminated soils, and fill dirt incidental to such person's business or occupation; or to prohibit yard maintenance persons from collecting and transporting grass clippings and yard debris produced as part of that person's business or occupation.

M. "Transfer Station" shall mean any of the in-county facilities operated by Franchisee, where Solid Waste or Recyclable Materials are disposed of, recycled, or transferred for disposal or recycling.

SECTION 2: GRANT OF FRANCHISE. The City hereby grants to Franchisee the following rights, privileges, and franchise, subject to the terms, obligations and responsibilities on the part of Franchisee as set forth in this ordinance:

A. SOLID WASTE AND INFECTIOUS WASTE COLLECTION. The exclusive right to provide all Solid Waste and Infectious Waste collection services within the Franchise Area, and the exclusive right to use the streets of the City for that purpose. For that purpose Franchisee shall provide curbside collection of Solid Waste to all Generators, including residences and business establishments, within the Franchise Area. Franchisee shall also provide Infectious Waste collection to all Infectious Waste Generators within the Franchise Area. Except as otherwise provided in this Ordinance, no other person or entity shall collect Solid Waste or Infectious Waste collection within the Franchise Area.

B. CURBSIDE RECYCLING COLLECTION. The exclusive right to establish curbside Recyclable Materials collection routes within the Franchise Area, including the exclusive right to use the streets of the City for that purpose, and to collect all Recyclable Materials within the Franchise Area for compensation from the Generator. However, this Subsection shall not limit Franchisee's right to collect Recyclable Materials for no compensation, nor shall it prohibit Franchisee from purchasing Recyclable Materials. Except as otherwise provided in this Ordinance, no other person or entity shall collect or recycle Recyclable Materials within the Franchise Area.

C. TRANSPORTATION AND DISPOSAL OF COLLECTED MATERIALS. Within Franchisee's sole and exclusive rights and obligations to collect Solid Waste, Infectious Waste and Recyclable Materials, shall be Franchisee's sole and exclusive right and obligation to transport all Solid Waste from the point of collection to any appropriate Transfer Station or to any Disposal Facility. Franchisee shall also have the sole and exclusive right and obligation to transport all collected Infectious Waste to an approved Infectious Waste disposal or treatment facility. Additionally, Franchisee shall have the sole and exclusive right and obligation to transport all Recyclable Materials collected by Franchisee to a Transfer Station, or to a storage, sorting, processing or buy back facility. Subject to the existing contract between Franchisee and Douglas County, Franchisee shall have the sole and exclusive right to determine which Disposal Facility to which it shall transport Solid Waste and Recyclable Materials. Except as otherwise provided in this Ordinance, no other person or entity shall transport or dispose of Solid Waste or Recyclable Materials within the Franchise Area.

1. Franchisee shall have available for loading, a sufficient number of top-loading trailers as may be needed to handle the throughput at the Brookings Transfer Station. Such trailers shall be of a size and design to accommodate the physical facilities of the Brookings Transfer Station and will meet all requirements of federal, state and local law with respect to weight, length, dimensions and other characteristics. Franchisee shall assure that the trailers have on-board scales or some other method of independently determining proper load/trailer weight.

2. Franchisee shall provide adequate storage of all trucks, trailers and appurtenant equipment utilized in performing the services required under this Section.

3. Franchisee shall determine and record the tonnage of Solid Waste, departure times and destination of each trailer leaving the Brookings Transfer Station. Such records shall be available to the City for inspection at all reasonable times.

D. **ADDITIONAL SERVICES.** Franchisee shall have the right of first refusal to provide any other exclusive services concerning Solid Waste, Recyclable Materials, Infectious or any other classification of wastes or Recyclable/reusable materials not granted under this Ordinance. Any request for provision of new services shall be made subject to the terms of Section 22 of this Ordinance.

E. **COLLECTION AND HAULING.** The Franchisee shall collect Solid Waste at the various residences, business establishments and other places within the Franchise Area where such service is requested promptly and with dispatch, and haul such Solid Waste from the Franchise Area upon the payment of not more than the maximum rates authorized by the most recent rate schedule and approved by the City Council.

SECTION 3: FRANCHISE FEE. Franchisee shall pay the City an annual fee of one-half of one percent of the Basic Solid Waste Collection Service Component, as compensation for the rights granted to Franchisee under the terms of this Ordinance.

SECTION 4: USE OF SERVICE.

A. Each Generator, including but not limited to property owners, Commercial or Residential lessees, households and businesses in the Franchise Area, shall comply with all reasonable policies and programs with regard to Solid Waste, Infectious Waste and recycling. Franchisee shall serve each customer in the Franchise Area subject to the terms and conditions set forth in this Ordinance.

B. Residential Generators shall have the right to self haul the Solid Waste and Recyclable Materials generated themselves to the appropriate in-county Transfer Station. Solid Waste and Recyclable Materials produced by a tenant, lessee, licensee, occupant or person other than the owner of the premises are considered to be generated by such person and not by the Landlord or the owner of the premises.

C. Except as otherwise provided herein, the City shall direct all Solid Waste and Recyclable Materials generated or disposed of within the Franchise Area to the appropriate in-county Transfer Station for long-haul transportation by Franchisee to a Disposal Facility, or recycling facility, as the case may be.

SECTION 5: TERM. The term of this Ordinance shall be a continuing year to year term, subject to termination as follows:

Beginning on January 1 of each year, this Ordinance shall be considered renewed for an additional year unless at least thirty (30) days prior to January 1 of any year the City notifies Franchisee, in writing, by certified mail, return receipt requested, of its intent to terminate this Ordinance. Upon giving notice of termination, this Ordinance shall terminate ten (10) years from the date of notice, so that Franchisee may finance, amortize and depreciate its investment in the equipment it has or will use for providing services under this Ordinance. The City may then later extend the term of this Ordinance or reinstate the continuing term upon mutual agreement with Franchisee. Termination under this section may be with or without cause.

SECTION 6: RATES.

A. As compensation for performing the services required under this Ordinance, Franchisee shall be authorized to collect from Generators reasonable fees set by the City, as required by this Ordinance, and levied upon Generators in accordance with rates duly enacted by the City. The rates established under this Agreement shall not be less than the base rate established at the commencement of this Ordinance, except in the following circumstances:

1. When the closure and post-closure components set forth in Section 18 of this Ordinance are no longer required, Franchisee shall no longer be entitled to collect such component.

2. In the event that the City modifies Franchisee's service requirements pursuant to Section 22 hereof, and such modification results in reduced operational costs to Franchisee, such savings shall be passed on to Generators in the form of reduced rates.

The initial rate sheets (base rates) are attached hereto as Exhibit "A", and by reference are fully incorporated herein.

B. All revenues received by Franchisee from the sale of Recyclable Materials collected by the Franchisee and all fees received by Franchisee from rate payers for services hereunder shall become the property of Franchisee as consideration for the performance of services hereunder.

C. City shall not be responsible for the payment of any federal, state or local taxes due as a result of compensation under this Ordinance.

SECTION 7: RATE REVIEW AND ADJUSTMENT.

A. WHEN RATE ADJUSTMENTS MAY BE SOUGHT. Requests for rate adjustments may be made once each year, at Franchisee's or City's discretion. Rate applications shall be timely filed by the Franchisee to give reasonably adequate time for consideration by the City staff and the City Council at a regular meeting, after giving notices required by law in order to go into effect at the date requested by Franchisee. Rate adjustments may be sought for all reasonable reasons, including but not limited to additional costs incurred or to be incurred by Franchisee, or a loss of revenues due to:

1. A new service or a change in service ordered or authorized by the City or a modification or renegotiation of any material term or condition of this Ordinance. Such adjustment shall be based upon Franchisee's costs and revenues incurred in providing the service, plus a rate of return of eight percent of such additional costs. The proposed cost adjustment shall be reviewed after the first year of providing such new or changed service, and the proposed costs shall be adjusted to reflect the actual costs of providing such new or changed service;
2. A change in the requirements for collection, treatment, disposal or processing of Solid Waste, or a change in requirements for collection, transfer, disposal or processing of Recyclable Materials, or any surcharges, either by action of the City or of any federal, state, or local governmental agency or other unanticipated charges or expenses incurred by Franchisee as a result of actions outside of Franchisee's control;
3. Failure of Franchisee to earn a rate of return of not less than six and one-half percent of all reasonable costs incurred by Franchisee in its provision of the services required under this Ordinance; or
4. Any portion of this Ordinance being later declared invalid.

B. BURDEN OF PROOF. The Franchisee shall bear the burden of justifying to the City by a preponderance of the evidence any rate increase. If the City determines that the Franchisee has not met its burden, the Franchisee may, within 60 days of City's determination, and before seeking arbitration, request another hearing to produce additional evidence. Upon request, the City shall permit said additional hearing.

C. COST OF LIVING ADJUSTMENT (COLA). In addition to the rate adjustments described above, the portion of the rates for recycling, collection, transportation and disposal represented by specific dollar amounts listed on the rate sheets (Exhibit "A") shall be further adjusted upon written request of the Franchisee if Franchisee can demonstrate by a preponderance of the evidence, an increase in the CPI over the preceding calendar year. The adjustment shall be based upon the change in the CPI from December 31 of the current year, compared to the CPI as of December 31 of the prior year. The rates shall be subject to adjustment on or about the 1st day of April of each year thereafter (the "adjustment date") as follows:

1. The base for computing the adjustment is the CPI (U) National published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the month nearest the date of the commencement of the term of this Ordinance ("Beginning Index"). If the index published for the most recent month prior to the rate application ("Extension Index") has increased over the Beginning Index, the rates for the following year (until the next adjustment) shall be set by multiplying the rates by a fraction, the numerator which is the Extension Index and the denominator of which is the Beginning Index. After request for adjustment as provided herein, the parties shall act with all diligence to adjust the rates as set forth hereunder.

2. If the CPI is changed so that the base year differs from that used as of the month immediately preceding the month in which the term commences, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or revised.

3. The COLA adjustment provided for herein shall not be granted to Franchisee in any rate hearing where Franchisee is requesting a rate adjustment pursuant to Section 7 A 3 of this Agreement.

D. RATE DISPUTES. If the City rejects a rate adjustment requested by the Franchisee, grants an increase less than what was requested by Franchisee, or fails to act timely upon all or any part of the Franchisee's rate adjustment application, then the Franchisee may request binding arbitration of the matter as provided in Section 15 of this Ordinance.

E. ALTERNATE DISPOSAL FACILITY COSTS. Subject to existing disposal contracts, Franchisee shall dispose of Solid Waste at the lowest cost Disposal Facility. If Franchisee does not use the lowest cost Disposal Facility, then Franchisee may not recover, through any rate adjustment, its disposal costs which exceed the disposal costs at the lowest cost Disposal Facility.

F. AUDITS. If Franchisee seeks a rate adjustment pursuant to Section 7 A. 3 hereof, then City may require Franchisee to provide a financial audit for the previous year of operations. The audit shall be completed according to generally accepted accounting procedures, and shall be at no cost to City. The auditor shall be chosen by City with the concurrence of the Franchisee. Franchisee shall be entitled to recover the reasonable costs of the audit through Franchisee's rates.

G. UNREASONABLE COSTS. For the purposes of Section 7 A. 3 of this Agreement, the following shall not be included within the meaning of "reasonable costs":

- 1. Contributions;**
- 2. Fines and penalties;**
- 3. Affiliated party transaction costs to the extent they exceed the fair market rate for such goods or services;**
- 4. Costs associated with future purchase of other companies including ESOP payments, goodwill, amortization of goodwill, premiums on key-person life insurance policies;**
- 5. Principal or interest payments on acquisitions of residential Solid Waste or recycling collection routes, or the purchase of equipment and facilities at a price, that would be construed to include goodwill or a premium in excess of fair market value at the time of acquisition;**
- 6. State, federal and local income taxes;**
- 7. Accruals for future unknown regulatory changes.**

SECTION 8: GENERAL FRANCHISE TERMS AND CONDITIONS.
The following terms and conditions shall apply:

A. Unless otherwise set forth in this Ordinance, Franchisee shall collect Solid Waste from each Generator throughout the Franchise Area at least once weekly. No collections need be made on legal holidays.

B. Subject to the conditions herein, Franchisee need not provide service to any Generator who has been billed for service and who is more than 45 days in arrears of any outstanding balance. In that event the Franchisee may terminate service to such Generator. Additionally, Franchisee need not provide service to non-owners of property, where the owner does not request and pay the charges therefor, unless payment for said service has been guaranteed in advance by the property owner, or a satisfactory cash deposit or advance payment has been made by such non-owner requesting service.

C. For accounts more than 90 consecutive days in arrears, or which, within the last 24 months have been more than 90 consecutive days in arrears, Franchisee shall have the authority to require a deposit from such Generators, equal to two months charges for such Generator, and shall have the authority to require the Generator to maintain such deposit, for the services performed hereunder. This requirement shall not apply to Generators in arrears as of the effective date of this Ordinance.

D. For Generators who terminate service, and within 60 days of such termination, resume service, Franchisee may charge each such Generator a service termination fee, and a service start up fee.

E. Accounts not paid in full within 30 days from payment due date may accrue interest from and after the date due at the legal rate of interest. In addition to said interest, accounts not paid in full within 60 days from payment due date may accrue a reasonable handling fee of \$25.

F. In the event service has been terminated for non-payment, Franchisee shall charge such Generator a \$25 fee for re-instituting service.

G. Franchisee shall provide the services required to be performed herein in compliance with all federal, state and local laws, statutes, ordinances and regulations, including ORS Chapters 459 and 459 A, and the regulations of the Department of Environmental Quality, the Worker's Compensation Board and the State Accident Insurance Fund. Additionally, Franchisee shall provide the services required to be performed herein in a good and workmanlike manner.

H. Each vehicle used by Franchisee for the collection and transportation of Solid Waste and Recyclable Materials:

1. Shall be maintained in a safe and legal operating condition at all times.

2. Shall be kept clean and sanitary, in good repair and well and uniformly painted.

3. Shall have the Franchisee's name, telephone number and vehicle identification number printed or painted in letters not less than 4 inches in height on both sides of the vehicle.

4. Shall be maintained at all times in a manner to prevent unnecessary noise during its operation.

5. Shall not be operated in a manner that results in undue interference with normal traffic flows.

6. Shall not be parked, or left unattended on the public streets when loaded.

I. Franchisee may temporarily suspend any service required under the terms of this Ordinance if:

1. The street or road access is unavoidably blocked or otherwise impassable through no fault of the Franchisee and there is no reasonable alternate route available, or the street or road access is otherwise inaccessible to Franchisee's vehicles and equipment;

2. Adverse weather conditions render providing service unduly hazardous.

J. Service to a Generator may be terminated if Franchisee, its officers, employees, agents or contractors, jointly or individually are placed at risk with regard to their physical health or welfare.

K. Unless otherwise specifically approved by Franchisee, no Solid Waste container shall exceed the standard size of 32 gallons in capacity or 55 pounds in weight. No Solid Waste container shall be located greater than five feet from curbside or greater than eight feet from the edge of the public roadway. Franchisee reserves the right to determine the type and style of container which any Generator shall use.

L. All containers shall be placed in a location readily accessible to Franchisee, outside of garages and other buildings, and outside of all fences, gates and other obstructions, unless the Generator pays the appropriate additional fee, as set forth on the rate sheets.

M. Once a Generator's service requirements exceed the equivalent of three 32 gallon cans per week, the Generator shall be required to utilize appropriate sized bins, carts or containers provided by Franchisee.

N. Any Generator utilizing a trash compactor shall insure that said compactor is reasonably compatible with the equipment owned by the Franchisee, at the time the Generator signs up for collection service, or the equipment that the Franchisee is willing to acquire. The City shall establish separate collection and disposal rates for compacted and uncompacted Solid Waste, which rates shall not be more than three times the rate of the same volume of non-compacted Solid Waste.

O. In the event that a Generator has an occasional item or items of Solid Waste which do not fit into said Generator's Solid Waste container, the Generator shall place the additional item or items adjacent to the Generator's container at regular collection time and the item or items shall be collected on the same route day by the Franchisee. Franchisee shall charge the Generator according to the rate sheets (Exhibit "A") for such additional collection.

P. Franchisee shall provide free collection and disposal service to the City in the quantities, and on the terms set forth in Exhibit "B".

Q. Title to Recyclable Materials shall pass to Franchisee either when placed in Franchisee's collection bins, or when delivered to Franchisee at designated locations for collection by Franchisee, whichever is applicable. Title to all other materials, including Solid Waste and Infectious Waste, shall remain with the Generator until disposal, where title shall pass to the facility owner or operator.

R. Service provided under the terms of this Ordinance shall be subject to the supervision of the City. The Franchisee shall, at all reasonable times, permit inspection of its facilities, equipment, personnel and records as they relate to the services to be provided under this Ordinance.

S. Franchisee shall comply with all federal Occupational Safety and Health Administration (OSHA) and applicable State of Oregon, Curry County and City requirements. Franchisee shall also comply with all Worker's Compensation Department requirements and all other state and local code requirements.

T. Franchisee shall fully comply with all requirements of ORS Chapter 279, including without limitation ORS 279.316 and ORS 279.334. Additionally, the hourly rate of wage paid by Franchisee to its workers under the terms of this Ordinance shall not be less than the minimum wage as established by the State of Oregon, unless Franchisee is exempt from such law.

U. Franchisee shall comply with all equal opportunity laws, orders, rules and regulations promulgated by any federal, state, county or local governmental agency.

V. Franchisee shall provide industrial accident insurance for all persons employed on work to be done under this Ordinance.

W. Franchisee shall comply with ORS 279.320 relating to liability for monies due to State Commissions.

X. Infectious Waste Generators shall comply with all federal, state and local laws, regulations or orders pertaining to Infectious Waste.

Y. In the event that Franchisee shall desire to terminate service under the terms of this Ordinance, then it shall give the City not less than 24 months notice of its intent to terminate service and the obligations of the Franchisee. In the event of such voluntary termination of service by Franchisee, the City shall have the right of first refusal to purchase all or any part of the equipment of the Franchisee at the price to be agreed upon between the parties. If the parties cannot agree upon a price, then such dispute shall be submitted to binding arbitration pursuant to Section 15 of this Ordinance.

Z. The Franchisee shall respond to any written complaint on service within 10 days of Franchisee's receipt of such written complaint.

AA. The Franchisee shall provide the opportunity to recycle in accordance with ORS Chapter 459 A.

BB. The Franchisee shall not give any rate preference to any person, locality or type of solid waste stored, collected, transported, disposed of or resource recovered. This paragraph shall not prohibit uniform classes of rates based upon length of haul, time of haul, type or quantity of solid waste handled and location of customers, so long as such rates are reasonably based upon costs of the particular service and are approved by the City Council in the same manner as other rates.

SECTION 9: RECYCLING.

A. The Franchisee shall have the following rights and obligations:

1. The sole and exclusive right and obligation to operate curbside Recyclable Materials collection routes as stated in Section 2 B of this Ordinance;

2. The sole and exclusive right and obligation to place all Recyclable Materials collection bins located within the Franchise Area;

3. The sole and exclusive right and obligation to collect, recycle, process, transport, market and sell all Recyclable Materials which have been deposited in Franchisee's collection bins; and

4. The sole and exclusive right and obligation to collect, recycle, process, transport, market and sell all Recyclable Materials collected for compensation from the Generator.

B. Franchisee shall provide for recycling of the following properly prepared materials: newspaper, magazines, office paper, cardboard, glass containers, tin cans, aluminum, and certain plastics. The foregoing list of Recyclable Materials may be amended from time to time upon mutual agreement of the parties. Such amendment shall be deemed a New or Changed Service.

C. Curbside Recyclable Materials collection shall be made not less than weekly. The charge for residential recycling services shall be included in the rates as set forth on the rate sheet.

D. All Recyclable Materials collected by Franchisee shall become the property of Franchisee.

E. Franchisee shall have the exclusive right to remove Recyclable Materials or other salvageable materials from the Solid Waste generated within the Franchise Area.

F. Nothing contained in this Ordinance shall prohibit any third person or any business entity from collecting Recyclable Materials within the Franchise area, so long as said third person or other business entity either:

1. Purchases said Recyclable Materials from Generators; or
2. Receives said Recyclable Materials from Generators for no compensation.

G. This Subsection shall not permit any third person or any business entity to:

1. Rent or lease containers to any Generator, and to act as a recycling or Solid Waste consultant, if in conjunction with said rental, lease, or consulting agreement, such person or entity agrees to collect, recycle, process, transport, market, and/or sell Recyclable Materials for no compensation;

2. Adversely impact the City's recycling rate mandated by the state legislature and administered by the state Department of Environmental Quality; or

3. Adversely impact Franchisee's recycling revenues to a material extent.

H. Franchisee shall comply with all reasonable reporting requirements from the City regarding data concerning Solid Waste and Recyclable Materials collection, transportation and sale.

I. In addition to the rights and obligations set forth in this Section 8, Franchisee shall have those rights and obligations as set forth in Section 2 of this Ordinance.

J. Recycling revenues received by the Franchisee for the sale of Recyclable Materials subject to this Agreement, shall be considered revenues for the purposes of rate adjustments hereunder.

K. Nothing herein shall prohibit non-profit groups located within the Franchise Area from collecting, for compensation from the Generator, cans and bottles subject to the Oregon deposit law, in effect as of the date of adoption of this Ordinance.

SECTION 10: DISPOSAL FACILITY. Subject to the existing contract between Franchisee and Douglas County, Franchisee shall dispose of all collected Solid Waste and Infectious Waste at permitted Disposal Facilities, selected at Franchisee's sole option.

SECTION 11: INSURANCE. Franchisee agrees to carry and maintain in effect at all times, at its own expense, the following:

A. Workers' Compensation Insurance.

B. General liability insurance against injury or damage to person or property naming the City, its officers, employees, council members and agents as additional insureds and giving the City notice of cancellation, in an amount not less than \$2,000,000 per occurrence. Such insurance shall be primary and not excess, and shall be procured from an insurer authorized to do business in this state.

C. Motor vehicle liability insurance on each vehicle owned or used by Franchisee for the services required under this Ordinance insuring against injury or damage to persons or property, naming the City as an additional insured and giving the City notice of cancellation, in an amount equal to that required under Subparagraph B above.

D. All insurance premiums shall be paid by the Franchisee and shall be without cost to the City.

E. The terms of each policy shall provide that 30 days written notice of cancellation, material change in terms or of Franchisee's intent to not renew be given to the City.

F. The Franchisee shall provide proof of insurance coverage on the terms indicated in this Section.

SECTION 12: INDEMNIFICATION. Franchisee agrees to defend, indemnify and hold free and harmless City, and its elected and appointed officials, officers, employees and agents, from any liability arising from the subject of this Ordinance, including but not limited to any and all claims, demands, losses, expenses, damages, fees, penalties, environmental contamination, personal injury, property damage, and all expenses relating to any claim or cause of action of any nature, including clean-up or remedial action sought by private or governmental bodies, arising out of Franchisee's negligence.

SECTION 13: ASSIGNMENT. Franchisee shall not sell, assign or otherwise transfer any rights and obligations granted under this Ordinance without first obtaining the written consent of the City by resolution. The City may attach reasonable terms and conditions to the consent as it deems necessary to maintain and guaranty the quality service under the Franchise. Consent by City will not be unreasonably withheld, provided however that City may require proof of the proposed assignee's financial responsibility, experience in providing Solid Waste disposal services and ability to perform all requirements of the franchise during the franchise term. The City shall not unreasonably withhold its consent if the Franchisee can demonstrate to the reasonable satisfaction of the City that the proposed assignee possesses good character, adequate financial capability and operational expertise, including personnel experienced in Solid Waste management systems of similar size and scope, to provide a level of service to City equal to or better than the level provided by Franchisee.

SECTION 14: ABANDONMENT; PERFORMANCE BOND. Franchisee shall not abandon or terminate its services within the Franchise Area during the term of this Ordinance without having first obtained the written approval of the City. Additionally, Franchisee shall, at its own cost, post a performance bond with the City, and at all times during the existence of this Franchise Ordinance shall maintain said bond in full force and effect. The bond shall be in the amount of \$100,000, shall be purchased through a reliable company licensed to do business in this state and shall guarantee Franchisee's faithful performance of its obligations under this Ordinance. If Franchisee fails to perform any of its material obligations under this Ordinance, the City may recover from the principal and surety of the bond all foreseeable damages or losses suffered.

SECTION 15: BINDING ARBITRATION. Except as set forth in Section 16, in the event of any dispute arising under this Ordinance, City and Franchisee shall continue performance of their respective obligations and shall attempt to resolve such dispute in a cooperative manner, including negotiating in good faith, prior to initiation of arbitration. Any unresolved dispute or claim which arises out of or relates to this Ordinance, or to the interpretation thereof, shall be resolved by binding arbitration. Arbitration shall be by a single, neutral arbitrator. If the parties are unable to agree upon an arbitrator, then either party may apply to the Circuit Court of Curry County for appointment of an arbitrator. The arbitration hearing shall be held in Brookings, Oregon unless the parties otherwise agree. The arbitrator shall have the powers described in ORS 36.335 and shall follow applicable law in reaching a decision on the controversy submitted. The arbitrator's fees and expenses shall be divided equally between the parties. Each party shall pay its own arbitration related fees and costs. Franchisees portion of the arbitrator's fees, and its portion of the arbitration related fees and costs may only be recovered through the rates in the event that Franchisee is entitled to a rate adjustment pursuant to Section 7 A 3 of this agreement. City and Franchisee shall attempt to conclude all arbitration proceedings within 30 days of the appointment of the arbitrator. Except as otherwise set forth herein, the parties shall follow the arbitration procedures set forth in ORS 36.300 et seq. The decision of the arbitrator shall be final and binding on the parties, and any judgment on the arbitration award may be entered in any court of competent jurisdiction.

SECTION 16: DEFAULT.

A. In the event that a party substantially fails to perform its obligations as set forth in this Ordinance, then such party shall be in default hereof. In such case, the non-defaulting party shall provide the defaulting party with written notice of default detailing the nature of the default with reasonable particularity, and the steps required to cure the default. The non-defaulting party may terminate this Ordinance, upon written notice, if the defaulting party fails to cure such default or to commence and diligently pursue a cure to completion within 30 days after receiving the default notice.

B. In the event that the City finds an immediate and serious danger to the public creating a health hazard or serious public nuisance, the City may, after a minimum of 24 hours actual notice to Franchisee and a public meeting if Franchisee requests it, authorize another person to temporarily provide service under this Ordinance, or the City may provide such service. In either event, the Franchisee agrees as a condition of this franchise that any real property, facilities or equipment may be used to provide such emergency service. The City shall return Franchisee's property upon abatement of the health or nuisance hazard created by the general interruption of service. In the event the power under this section is exercised, the usual charges for service shall prevail and Franchisee shall be entitled to collect such usual charges, but shall reimburse the City for its actual cost, as determined by the City.

SECTION 17: EFFECT OF ORDINANCE. This ordinance shall apply to all third parties within the Franchise Area. Violation of the provisions of this Ordinance shall be deemed to be a civil violation subject to jurisdiction of the municipal court of the City. Each event or each day's violation shall constitute a separate offense. The maximum penalty is and shall be a fine of \$500 for each such offense.

SECTION 18: LANDFILL CLOSURE/POST CLOSURE. Notwithstanding any other provision of this Ordinance, Franchisee and City agree:

A. Franchisee shall be responsible for completing the closure and post-closure of the Wridge Creek Landfill to the satisfaction of the Department of Environmental Quality (DEQ). With respect to the City's portion of such closure/post-closure costs, Franchisee shall be entitled to recover its actual costs incurred in accomplishing satisfactory closure and post-closure at the Wridge Creek Landfill, from Franchise revenues under this Ordinance. However, Franchisee shall not be entitled to recover any "profit" on those costs. The closure and post-closure costs shall be segregated from Franchisee's other costs.

B. Franchisee agrees to collect a surcharge for closure and post-closure for the Port Orford Landfill, in a manner and in an amount to be determined by the City, and to deposit those funds in a trust account as directed by Curry County and the DEQ. Franchisee shall not be entitled to recover any profit on such funds.

SECTION 19: ENTIRE AGREEMENT. This Ordinance is the entire agreement between the parties and supersedes any and all other agreements between the parties, whether written or oral.

SECTION 20: ENFORCEMENT. The City shall take reasonable actions to enforce compliance with the terms and conditions of this Ordinance as it may apply to any third party. To the extent permitted by law, the Franchisee may enforce any and all of its rights and privileges granted hereunder or granted by operation of law against any third party if the City fails or refuses to do so.

SECTION 21: EFFECT OF PARTIAL INVALIDITY. The invalidity of any portion of this Ordinance shall not be deemed to affect the validity of any other portion. In the event that any provision of this Ordinance is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

SECTION 22: MODIFICATION OF FRANCHISEE'S SERVICES. The City shall have the right to make reasonable modifications to the services to be provided by the Franchisee to Generators. However, this Section shall not permit the City to substantially reduce the services provided by the Franchisee to Generators. Modifications shall only be made after:

A. The City provides a written, proposed change order to Franchisee setting forth the nature of the modification with reasonable particularity, not less than 60 days prior to the proposed effective date of the modification. The proposed change order shall include any proposed change in compensation to Franchisee.

B. Upon receipt of the proposal, the Franchisee shall have 30 days in which to accept the proposed change order or submit a written response to the proposed change order with suggested modifications.

C. Following receipt of Franchisee's written response, the City shall have up to 30 days in which to accept or reject the Franchisee's suggestions and issue a final change order that may be the same as originally proposed or it may be modified to address some or all issues raised by the Franchisee. If the final change order issued by the City is not acceptable to the Franchisee, the Franchisee will be obligated to perform the work, but the Franchisee may seek relief under the rate adjustment provisions herein, or, if justified, under the arbitration provisions herein.

SECTION 23: FORCE MAJEURE. If the performance by either party of their respective obligations under this Ordinance is delayed or prevented in whole or in part by any legal requirement (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the party's control, whether or not specifically mentioned, the party shall be excused, discharged and released from performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind.

SECTION 24: REPEALING CLAUSE. Ordinance No. 86-0-402 is repealed in its entirety and is of no further force or effect.

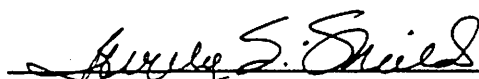
FIRST READING:	September 25, 1995
SECOND READING:	September 25, 1995
PASSAGE:	September 25, 1995
EFFECTIVE DATE:	October 24, 1995

Signed by me in authentication of its passage this 26th day of September, 1995.



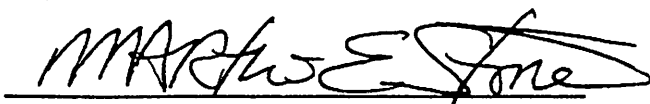
Tom Davis
Mayor

ATTEST:



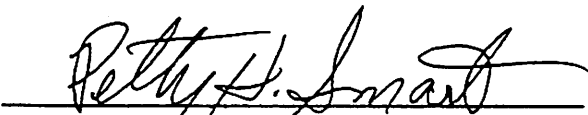
Beverly S. Shields
Finance Director/Recorder

Approved as to form:



Martin E. Stone
Brookings, Oregon City Attorney

ACCEPTANCE OF FRANCHISE BY FRANCHISEE:



By Betty H. Smart, President

10/10, 1995

franchis.bk8

EXHIBIT "A"

EFFECTIVE JULY 1, 1995
RATE SCHEDULE 95/96 - CITY OF BROOKINGS

CANS /CARTS: SET OUT (CURB SIDE) SERVICE:

\$15.54 per month - one thirty (30) gallon can each week.
\$31.09 per month - one sixty (60) gallon cart each week.
\$46.63 per month - one ninety (90) gallon cart each week.
\$11.62 per month - one twenty (20) gallon When Available-
Recycle Only.

Residential Compactor-In Excess Of 2 Bags-1.5 Times Can Rate.

CANS/CARTS: OTHER THAN SET OUT SERVICE:

\$.88 per trip plus \$.88 for each additional twenty five feet from truck access. Long driveways, \$.88 for first 100 yards, over 100 yards \$.88 for each additional 200 yards or portion thereof, Per Trip. An additional \$.88 for each gate, fence, hallway and/or stairs per trip and overweight limits of cans (30 gallon - 55 lbs, 20 gallon - 37 lbs, 15 gallon - 28 lbs, 10 gallon- 18 lbs).

COMMERCIAL/RENTAL SERVICES (Container/Carts/Cans)

30 Gallon Cart (Including Rentals Five and up.	17.48
Container Service - Per Loose Yard - Per Pick-Up.	19.13
Container Service - Per Loose Yard - Wood (Roll Off).	9.50
Container Service - Per Loose Yard - Metal (Roll Off).	9.50
Container Service - Gate Fee (Each Gate) - Extra .	4.93
Container Rental - One-Eight Yards - Per Month.	11.01
Customer Requested - Other Than Wkly-Each Trip Minimum.	13.93
Customer Requested - Customized Pick Up (Times)-Minimum.	13.93
Container Service - Roll Out Service - Extra.	10%
Container Service - Ramp Roll Out Service - Extra.	20%
Customer Requested After Hour, Saturday or Sunday - Extra.	50%
Mechanically Compacted Waste 2.75 Times Yard Or Can Rate.	

RECYCLING CREDITS (When Service Available):

Container Service - Newsprint (Properly Prepared).	50%
Container Service - Waste Paper/Office Paper/Cans/Bottles/Plastics/ Glass (Properly Prepared).	25%

OTHER RESIDENTIAL a COMMERCIAL CHARGES:

(1) Occasional Extra In Route Pickup - Each.	4.08
(2) Customer Requested Special Pickup-Minimum.	6.16
(3) Initial One Time Set Up Charge.	4.95
(4) Monitored inactive Status - Each Time.	4.95
(5) Rental Property Owners Responsible For Sanitation Charges.	
(6) Extra Heavy Roofing/Demolition 2.75 Time Yd. Rate.	
(7) Waste in Excess Of 280 LBS Subject To The Approved Tonnage Rate.	
(8) Household Hazardous Waste.	

(As Approved)

EXHIBIT

"B"

Free Services for the City of Brooklines (Once a week Pick-up)

City Hall	2.5 Yards
Sewer Plant	3 Yards
City Yard	4 Yards
City Yard	1.5 Yards