

Agenda

City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings Oregon
August 23, 2004 7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Ceremonies/Appointments/Announcements
 - A. Ceremonies
 - 1. Certificate of Appreciation to Lt. John Bishop-Police Department-10 Year Work Anniversary [page 5]
 - B. Announcements
- V. Oral Requests and Communications from the Audience
 - A. Committee and Liaison reports
 - 1. Chamber of Commerce
 - 2. Council Liaisons
 - B. Unscheduled
- VI. Staff Reports
 - A. Community Development Department
 - 1. Purchase of Pickup Truck using State of Oregon purchasing contract [page 7]
 - B. City Manager
 - 1. Swimming Pool Improvements [page 9]
 - 2. 306 Grant Agreement for Chetco Point Park Improvements [page 11]
 - 3. Other
- VII. Consent
 - A. Approval of Council Meeting Minutes
 - 1. Minutes of August 9, 2004, regular Council meeting [page 25]
 - B. Brookings Elks Lodge request to serve alcoholic beverages at annual picnic-Azalea Park-October 3, 2004 [page 29]

End Consent Calendar
- VIII. Remarks from Mayor and Councilors
 - A. Council
 - B. Mayor
- IX. Adjournment

City of Brookings
Events Calendar

August 2004

August 2004							September 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
August 1	2	3	4	5	6	7
	9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 2:00pm CC-Downtown Development Subcommittee of EDC 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palicki-X217 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 1:30pm CC-Paul 7:00pm CC-Planning Commssn	12:00pm Connity Agencies mtg (Chetco Sr.Center) 2:00pm CC-Chetco Point Park-Ed 2:00pm FH-SafetyComMtg/ Kathy Dunn 7:00pm FH-PoliceReserves	8:00am CC-Couplet meeting-Leroy 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray	1:30pm CC-Leo	Farmers Markets on Frontage Road
8	9	10	11	12	13	14
	12:30pm CC-Safety City Lunch-Barbara Palicki 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	10:30am CC-employee of year-Linda 2:00pm CC-Downtown Dev Subcommittee of EDC	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Economic Development Committee-Ed Wait, Dianne Snow		Farmers Markets on Frontage Road
15	16	17	18	19	20	21
	9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen Degenals 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing M 9:30am KURY Radio Community Focus Talk Show w/City 10:00am CC-Surburban Fire District-Phil Cox-469-5729 1:30pm CC-Borax 7:00pm CC-Special PC Meeting for Boarx	9:00am CC-PDT team-Jason Franklin-Parametrix-503 963-7883	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		Farmers Markets on Frontage Road
22	23	24	25	26	27	28
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	8:00am CC- Police Training-Interviewing of children-Barbara Palicki	CC-all day training on new phone syst 8:15am FH-CmtyDevDpt Staff mtg/LLightle 10:00am Leroy's office- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett		Farmers Markets on Frontage Road 12:00pm City Volunteer & Employee Annual Picnic (Azalea Park) 2:00pm Bid deadline for roof replacement
29	30	31				
	1:00pm CC-Asante meeting 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)				

C-Council Chambers
H-Fire Hall

City of Brookings
Events Calendar

September 2004

September 2004						
S	M	T	W	T	F	S
5	6	7	1	2	3	4
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2004						
S	M	T	W	T	F	S
3	4	5	6	7	1	2
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			September 1 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 1:30pm CC-Downtown Subcommittee 2:00pm FH-SafetyComMtg/ Kathy Dunn 7:00pm FH-PoliceReserves	2 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:45pm CC-Bid Opening-Chetco Avenue Sanitary and Water Lines-Cathie	3	4 Farmers Markets on Frontage Road
5	6 City Hall CLOSED - Labor Day Holiday 9:30am CC- VIPS/Volunteers In Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	7 8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palicki-X217 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	8 2:00pm CC-downtown subcommittee	9 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Economic Development Committee-Ed Wait, Dianne Snow	10	11 Farmers Markets on Frontage Road
12	13 12:00pm CC-Pelican Bay Telecommunications 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	14 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	15 6:00pm CC-Victim's Impact Panel-Mindy Curry Prevention Services-247-2412	16 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray	17	18 Farmers Markets on Frontage Road 10:00am SOLV Great Fall Beach Clean Up-469-0224
19	20 9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers In Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen Degenals 7:00pm FH-FireTng/ChShrp (Fire Hall)	21 8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palick 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 10:00am CC-Sururban Fire District-Phil Cox-469-5729	22 Sruce Up, Clean Up Yard Week 2:00pm CC-EDC subcommittee-Downtown Development meeting-Ed Wait	23 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	24	25 Farmers Markets on Frontage Road Garage Sale Saturday-Area Wide
26	27 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	28 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	29 CTR Free Yard Debris Pick Up	30 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		

3-Council Chambers
4-Fire Hall

Certificate of Appreciation

Awarded to

John Bishop

for being a dedicated employee from August 15, 1994

Honored this 23rd day of August, 2004

For 10 years of service

to the Citizens of the City of Brookings

Mayor Bob Hagstrom

City Manager Leroy Blodgett



CITY OF BROOKINGS



MEMO

Date: August 18, 2004
To: Mayor and City Council
From: Leo Lightle Community Development Director
Subject: Purchase of 2005 ¾ ton Pickup using State of Oregon Purchasing contract which allows municipalities to get products at State bid prices.

The State of Oregon through its bidding process requires the bidders to agree to make the products available to municipalities at the bid price supplied to the state of Oregon.

Staff has reviewed the state prices and deem them more competitive than what the City could receive if bidding the item by ourselves. We save the time of developing complicated specifications and the cost of the bidding process.

The city needs a work truck that can tow or haul heavy objects up steep terrain.

Staff reviewed the State's prices and consulted with the state's purchasing department in putting the pickup package together. We needed some add on and were able to delete a item.

The Vehicle chosen by staff is:

Chevrolet Silverado 2500 Regular Cab Work Truck	base price	\$15,775.00
Engine: Vortec 6000 V8		
Transmission: 5 speed manual /with overdrive		
Rear wheel drive		
Brakes: 4wheel antilock, 4 wheel disc		
Rear axel: 4.10		
Add on		
Differential: locking, heavy duty rear axel		\$253.70
QIW traction tires for rear end		\$48.30
Z82 trailering equipment heavy duty (hitch wiring etc)		\$202.10
Spare Tire		\$287.24
Recovery Hooks		\$32.68
Deduct		
Air Conditioning		-\$748.20
Delivery FOB		\$200.00
Total		\$16,050.82

Recommendation: That the City Council authorize the purchase of a Chevrolet Silverado 2500 Regular Cab Work Truck for \$16,050.82 through the supplier to the of the State of Oregon purchasing program as specified above.

CITY OF BROOKINGS



STAFF REPORT

Date: August 17, 2004
To: Mayor Hagbom & City Councilors
From: Leroy Blodgett, City Manager
Subject: Municipal Swimming Pool

REPORT

The swimming year is about to end. Jeanne Nelson will prepare a full report of activity for a future council meeting. However, there are some things you should beware of and decisions that need to be made now. As we have discussed in the past, the pool is in dire need of resurfacing. The resurfacing has been put off for a number of years. Staff fears that if it is not completed this fall it may not be able to open next spring.

We have an estimate of \$98,000 from Emerald Pools of Eugene to resurface the pool, replace the lane, target and gutter tile and change the media in the filter. There is \$51,662 for this project in the 2004-2005 FY budget. However, there is approximately \$200,000 of unallocated funds in the General Reserve Fund that could be used for this purpose.

It is unlikely that we can find other contractors with the capability of doing this type of work in this area. Because of the time element and the fact that there are few companies to do the work, staff would like to obtain firm quotes for the project instead of going through formal bid process. The quotes would come back to City on September 13th for consideration.

STAFF RECOMMENDATION

Direct staff to obtain quotes from qualified companies for resurfacing the swimming pool for consideration at the next regular City Council meeting.

CITY OF BROOKINGS



STAFF REPORT

Date: August 17, 2004

To: Mayor Hagbom and City Councilors

From: Ed Wait, Economic and Urban Development Director

Through: Leroy Blodgett, City Manager

Subject: 306 Grant Agreement for the Chetco Point Park Improvements Report and Recommendations

REPORT

City staff made an application to the Department of Land Conservation and Development (DLCD) for a grant to make improvements to the Chetco Point Park. Anticipated improvements include the parking area, trail system, addition of viewing areas, directional signage, interpretive signage, botanical preservation, and handicapped accessibility. The request was for a \$50,000 grant to match \$50,000 allocated by the City for the 2004-2005 fiscal year.

The City was awarded the grant and has received the contracts from the DLCD through the Ocean-Coastal Management Program. The contract is for a \$50,000 grant under the "306A" small scale coastal improvement program for the Chetco Point Park project. The program is a 50/50 matching program and the City has built the matching funds into our 2004-2005 budget for the improvements.

RECOMMENDATION

Accept the contract and authorize the Mayor to sign the agreements.

SECTION 306A COASTAL ZONE MANAGEMENT ACT COOPERATIVE AGREEMENT FOR SMALL SCALE CONSTRUCTION

This small scale construction agreement is entered into by and between the state of Oregon, acting by and through its Department of Land Conservation and Development, hereinafter called the "department," and the City of Brookings in the state of Oregon, hereinafter called the "recipient" or the "city."

The purpose of this agreement is the construction of access and other improvements to Chetco Point Park, hereinafter called the "project," as fully described in the city's attached proposal to the department, dated March 29, 2004. With this reference, the city's proposal is made part of this agreement.

The department has sufficient Section 306A Coastal Zone Management Act funds within its current federal funds limitation available and authorized for expenditure on the city's project. The Catalog of Federal Domestic Assistance number is 11.419. The Federal Grant Award used to support this project is NA04NOS4190053, which begins on July 1 2004 and ends June 20, 2005, unless the award is extended.

NOW THEREFORE, the department and the city agree to the following:

I. DEPARTMENT'S ACTIONS

The department shall:

A. Provide Funds. Provide funds not to exceed \$50,000 to the city to partially fund the park improvements according to the following schedule:

1. \$10,000 will be provided upon the signing of this agreement by the recipient.
2. \$15,000 shall be provided to begin construction. These funds shall be provided after:
 - a. the department receives from the recipient and approves the final architectural and/or engineering drawings;
 - b. the recipient provides the department with a copy of all necessary state and local construction and development permits;

- c. the recipient provides the department proof that the recipient's selected contractor, if other than the recipient, has obtained a performance bond in the amount of the construction contract from a surety company authorized to do business in Oregon; and
 - d. the department receives from the recipient a Request for Reimbursement using a copy of Attachment B per this section of the agreement.
3. To the extent appropriate, the department will use the following list of model contents to determine the completeness of the final drawings:
- a. Engineering specifications and dimensions for meeting physical disadvantaged accessibility requirements of Section II.D below.
 - b. A site plan including:
 - i. North arrow;
 - ii. Scale;
 - iii. Lot lines;
 - iv. Adjacent uses;
 - v. Project location;
 - vi. Vehicular access;
 - vii. Utilities;
 - viii. Pedestrian ways;
 - ix. Topography at two-foot contours;
 - xii. Drainage ways; and
 - xiii. Existing vegetation.
 - c. A floor plan of any structures.
 - d. Architectural elevations (two side views or an isometric view) of any structures.
 - e. A landscape plan, including:
 - i. North arrow;
 - ii. Scale;
 - iii. Finished grade in two-foot contours;
 - iv. Location of utilities;
 - v. Pedestrian ways with surfacing;
 - vi. Vegetation to remain;
 - vii. New plants;
 - viii. Location of structures;
 - ix. Location of parking lots
 - x. Location of picnic tables and other furniture; and
 - xi. Location of permanent equipment.

- f. A list of materials and colors which is keyed to the drawings.
4. \$25,000 shall be provided only after:
- a. substantial completion of the project including provision of the funding credit sign and the "public access" highway marker;
 - b. acceptance of the project by the recipient;
 - c. the department receives a completed Request For Reimbursement, using a copy of Attachment B, and a Closeout Statement of Expenditures(Attachment C) from the recipient; and
 - d. inspection by department personnel.
- B. Recognize Responsibility.** Recognize that the project, once completed, will be the exclusive responsibility of the recipient.
- C. Provide Highway Markers.** Provide the "public access" highway markers required by Section II.I below.

II. RECIPIENT'S ACTIONS

The recipient shall:

- A. Contribute.** Contribute at least \$50,000 or its equivalent in materials or labor.
- B. Complete Tasks.** Complete the following tasks:
 - 1. Submit one copy of final architectural and engineering drawings of park improvements to the department before beginning construction.
 - 2. If a contractor other than the recipient is used, obtain contractor's performance bond and submit a copy to the department before beginning construction.
 - 3. Complete construction, including placement of the funding credit sign required in Section II.C. below and the "public access" highway markers required in Section II.I. below, by June 30, 2005.
 - a. The completion date may be extended by the department in six-month increments, contingent upon extension of the grant award to the department from the National Oceanic and Atmospheric Administration, Office of Coastal Resource Management, and receipt of a written extension request from the recipient stating the reasons an extension is needed.

4. Present the department with a Request for Reimbursement and a Closeout Statement of Expenditures, using Attachments B and C, within 30 days of the date upon which construction is completed or the construction period ends.
5. Present the department with a copy of all financial audits when available as required in Section VI.M below.

C. Provide Funding Credit Sign. Provide a sign in a conspicuous location during construction and on the completed project site. A temporary sign may be used during the construction period. The city may select the precise dimensions and wording of the sign and include additional information relevant to the project. At a minimum, the sign must credit Section 306A of the Federal Coastal Zone Management Act as the funding source, and the National Oceanic and Atmospheric Administration and the Oregon Department of Land Conservation and Development as the granting agencies.

D. Provide Access For the Physically Challenged. Throughout the term of this agreement ensure that all structures and facilities funded under this agreement are and remain accessible to the physically challenged in accord with Chapter 31 of the state of Oregon's Structural Specialty Code and Fire and Life Safety Regulations, and with the federal Americans With Disabilities Act. Only those portions of this project which are accessible to the physically challenged shall be funded.

E. Be Responsible For Project. Throughout the term of this agreement be responsible for the maintenance and improvement of the project and related facilities.

F. Allow Non-Discriminated Access. Throughout the term of this agreement allow free and unencumbered access to the project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

G. Not Charge Use Fees. If user fees are charged for the use of the completed project, the recipient shall maintain sufficient records and accounting procedures which demonstrate that all of the gross income from the fees is used to defray direct operational costs (e.g., maintenance and repair costs) for the project.

H. Cost Overruns. The recipient shall be responsible for any cost overruns.

I. "Public Access" Highway Marker. The recipient shall arrange with the Oregon Department of Transportation's (ODOT's) local district highway engineer to install "public access" highway markers. The markers will be provided by ODOT or the department. The number and location of the markers relative to the project site shall be based on ODOT installation criteria and requirements. Installation costs are a legitimate cost under this agreement.

III. TERM OF AGREEMENT

The term of this agreement is a period of twenty (20) years commencing on the date of execution by or on behalf of the director of the department and the recipient. However, the recipient may charge eligible costs beginning on the effective date of the department's Section 306A Coastal Zone Management Act grant, which is 1 July 2004.

IV. TERMINATION PROVISIONS

The following provide for the termination and modification of this agreement:

A. Termination for Convenience. The recipient may terminate this agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the department, provided, however, that upon any such termination of the agreement the recipient shall, within thirty (30) days of such termination, reimburse by check payable to the department all funds contributed by the department to the project.

B. Termination and Modification for Good Cause. The department, at any time upon thirty (30) days prior written notice delivered by certified mail or in person to the recipient, may modify or terminate this agreement for good cause or may modify or terminate this agreement should department's funding under Section 306A of the Coastal Zone Management Act not be obtained or continued at the levels necessary to complete the project, or should federal or state regulations or guidelines be modified, changed or interpreted in such a way that the project, or any portion of the project, is no longer eligible for Section 306A Coastal Zone Management Act Funds, or should the department fail to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the project.

C. Termination for Default. The department may at any time upon thirty (30) days prior written notice of default, delivered by certified mail or in person to the recipient terminate this agreement if:

1. The design, permitting, or construction of the project is not pursued with due diligence;
2. Fee title to or other interest in the construction site is not sufficient, legal, and valid;
3. The construction of the project is not permissible under state, federal, or local law;
4. The recipient does not construct, post, and maintain the funding credit sign required by this agreement;
5. The recipient does not abide by the nondiscrimination and affirmative action provisions of this agreement;

6. The recipient, without the prior and written approval of the department, uses the funds provided by the department to build any project other than the project described in the final architectural and engineering drawings approved by the department;
7. The construction is not performed in a good and workmanlike manner; or
8. During the term of this agreement, the recipient conveys the project or the project property or converts the use of the project or the project property to a use which precludes free and unencumbered public access or which is other than the use described in the recipient's attached proposal to the department; or
9. The recipient does not abide by any other applicable provision of this agreement; or
10. The recipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.

The recipient shall, within thirty (30) days of its receipt of a notice of default reimburse by check payable to the department all funds contributed by the department to the project.

D. Other Rights and Remedies. The rights and remedies of the department related to termination for convenience, termination and modification for good cause, and termination for default are not limited to those listed above and are in addition to any other rights and remedies provided by law.

V. FORCE MAJEURE

Neither the department nor the recipient shall be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.

VI. STANDARD CONDITIONS

The following are the standard conditions of this agreement.

A. Persons Not To Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the state of Oregon, or official, agent, or employee of the state of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Oregon shall be admitted to any share or part of this agreement or derive any benefit that may arise therefrom.

B. Maintenance of Records. The recipient agrees to maintain records of costs reimbursed by the department which fully document and support the billings. All books, records, and other documents relevant to this agreement shall be retained for either three (3) years after the term of this agreement, or any longer period which may be required to complete any audit or to resolve any pending audit findings.

C. Disallowed Costs. The recipient agrees that any payment or payments made under this agreement shall be subject to reduction for amounts charged thereto which are found on the basis of any audit examination not to constitute allowable costs under this agreement. The recipient shall refund by check payable to the department the amount of such reduction payments under the completed, modified, or terminated agreement.

D. Accounting Procedures. The recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

E. Right To Examine. The recipient agrees that the director of the department, the director of the Oregon Executive Department, the Oregon Secretary of State and any duly authorized state or federal representative shall have access to and the right to examine directly any books, documents, papers, records, and transactions of the recipient which are directly pertinent to this agreement for the purposes of making audit, examination, excerpts, transcripts or performance evaluation for a period of three (3) years after the term of this agreement.

F. Overpayment. In the event that the amount of the department's initial and interim payments to the recipient exceed the reimbursable expenses of the final billing presented by the recipient to the department, the recipient agrees to refund the payments in excess of billing by check payable to the department on or before the due date of the final financial report provided for in Section II.B.4 above.

G. Dual Payment. The recipient shall not be compensated for or receive any other form of dual payment for work performed under this agreement from any agency of the state of Oregon or the United States of America.

H. Compliance With Applicable Law. The recipient shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. Many federal, state, and local agencies have enacted ordinances and regulations dealing with the preservation of natural resources and the prevention of environmental pollution which could affect performance under this agreement.

I. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of the state of Oregon to collect any payment due under this agreement, or to obtain performance of any kind under this agreement, the recipient agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

J. Payments By The Recipient. The recipient agrees to:

1. Make payment promptly as due to all persons supplying labor or materials for the project;
2. Pay all contributions or amounts due to the State Industrial Accident Fund on behalf of the recipient or any of its contractors for liability incurred in the performance of this agreement; and
3. Not permit any lien or claim to be filed or prosecuted against the state of Oregon, the department, or the recipient on account of any labor or material furnished for the project.

K. Affirmative Action. The recipient must take affirmative steps to utilize small business and minority-owned business sources of supplies, equipment, constructions, and services. Affirmative steps shall include the following:

1. Including qualified small and minority business on solicitation lists.
2. Assuring that small and minority business are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as required.
6. Additionally, the recipient shall take similar appropriate affirmative action in support of women's business enterprises.
7. Also, the recipient is encouraged to procure goods and services from labor surplus areas.

L. Nondiscrimination. The recipient assures that the program supported by the financial assistance will be conducted in compliance all applicable state civil rights and rehabilitation laws and with Title VI of the Civil Rights Act of 1964 (P.L. 878-352), as amended (42 USC 2000d), and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title. In accordance therewith, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement. This assurance is consistent with the executed "Assurances" of the application.

M. Audit. The recipient shall cause audits to be performed in accordance with the Single Audit Act of 1984, P.L. 98-502, as implemented by OMB Circular No. A-128, Audits of State and Local Governments, or OMB Circular No. A-133, Audits of Nonprofit Corporations. For the purpose of department compliance with the Single Audits Act, the recipient shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of 306A funds under this agreement.

N. Statutory Requirements For Construction Contracts and Subcontracts. The recipient shall comply, and require each contractor or subcontractor to comply with the following federal laws and all applicable standards, orders, or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 USC 2000d), and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title. In accordance therewith, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. The Flood Disaster Protection Act of 1973 (P.L. 93-234), as amended. The recipient will fulfill any flood insurance requirements under this act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
4. Architectural Barriers Act (P.L. 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of the individual's handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (P.L. 91-646, as amended) 15 CFR Part 916.
7. The National Environmental Policy Act of 1969 (P.L. 90-190); The National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); The Executive Order No. 11593 of May 31, 1971.

8. Equal Employment Opportunity, Executive Order 11245, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The recipient shall cause or require to be inserted in full in any construction contract or subcontract for more than \$10,000, or modification thereof, as defined in the rules and regulations of the Secretary of Labor t 41 CFR Chapter 60, which is paid for in whole or in part with assistance provided under this agreement, the attached "Affirmative Action Requirements."
9. Certification of Non-Segregated Facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding \$10,000, the recipient shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

By submission of this bid, the contractor or subcontractor certifies that he or she does not and will not maintain or provide any segregated facilities for the employees at any of the contractor's or subcontractor's establishments, and that the contractor or subcontractor does not and will not permit his or her employees to perform their services at any location under the contractor's or subcontractor's control where segregated facilities are maintained. The contractor or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habitat, local custom, or otherwise.

The contractor or subcontractor further agrees that (except where he or she has obtained identical certifications from proposed subcontractors for specific time periods) he or she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that the contractor or subcontractor will retain such certifications in her or his files; and that the contractor or subcontractor will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PERSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facility, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be

submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318 P.L. 95-620) relating to the conservation of petroleum and natural gas. The recipient shall comply with the requirements of the American Society of Heating, Refrigeration, and Air Conditioning Engineers Standard 90-75, "Energy Conservation in New Building Design."
12. The Davis Bacon Act (40 USC 276a et seq.) regarding minimum wage and fringe benefit rates for labors and mechanics. Rate determinations made by the Secretary of Labor are published in Vol. 3 of General Wage Determinations Under the Davis Bacon and Related Acts, 2nd edition (1986), by the federal Dept. of Labor, Employment Standards Administration, Wage and Hour Division. These determinations are updated by weekly supplements which are available on a subscription basis or through purchase from the federal Government Printing Office. Notice of the weekly supplements is published in the Federal Register.

O. Indemnity. To the extent authorized by the Oregon Tort Claims Act (ORS 30.260 to 30.300), the recipient shall indemnify and defend, within the limits of the Tort Claims Act, the state of Oregon, the department, its officers, employees, members, and agents against liability for damage to life or property arising from the recipient's activities under this agreement.

VII. BINDING AGREEMENT

The provisions of this agreement shall be binding upon and shall inure to the benefits of the department and the recipient and the respective successors and assigns.

VIII. SEVERABILITY

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

IX. FAILURE TO ENFORCE

The failure of the state of Oregon to enforce any provision of this agreement shall not constitute a waiver by the state of Oregon of that provision or any other provision.

X. WAIVER OF TERMS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both the department and the recipient.

XI. MERGER CLAUSE

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

STATE OF OREGON

Department of Land Conservation and
Development

By: Lane Stutz

Title: Director

Date: 8/9/04

RECIPIENT:

City of Brookings

By: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Federal Employer
Identification

Number: _____

- Attachment A: Grant application
- Attachment B: 306A Grant Request For Reimbursement
- Attachment C: Closeout Statement of Expenditures

Brookings/04~05~Contract.doc

**CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
August 9, 2004 7:00 p.m.**

I. Call to Order

Mayor Bob Hagbom called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

Led by John Johnson

III. Roll Call

Council Present: Mayor Bob Hagbom, Council President Rick Dentino, Councilors Frances Johns Kern, and Craig Mickelson, a quorum present.

Councilor Absent: Councilor Larry Anderson

Staff Present:

City Manager Leroy Blodgett, Economic and Urban Development Director Ed Wait, Community Development Director Leo Lightle, Fire Chief William Sharp (arriving at 7:19 p.m.), and Administrative Secretary Linda Barker

Media Present: Curry Coastal Pilot Reporter Brian Bullock

Other: two citizens

IV. Ceremonies/Appointments/Announcements

A. Announcements

1. *Yard of the Month/Most Improved Property for August*
Mayor Hagbom announced winners for August were: Most Improved Property, 1366 Chetco Avenue, Michele Thomas; and Yard of Month, 580 Velopa Court, Sally and Dana Merrill.

V. Oral Requests and Communications from the Audience

A. Committee and Liaison reports

1. *Chamber of Commerce*
None
2. *Council Liaisons*
Councilor Johns Kern attended the Community Agencies meeting at the Chetco Senior Center August 4.

Councilor Dentino attended the Downtown Development Subcommittee meeting August 2 and plans to be at their meeting

on the 11th. He conducted the Community Agencies meeting in the Mayor's absence.

- B. *Unscheduled*
None

VI. Staff Reports

A. *Community Development Department*

1. *Purchase of wastewater sludge truck*

Community Development Director Lightle gave staff's report in support of the purchase of a used sludge truck from AG-GRESSOR 1 Company, Moline, Illinois. Chief Treatment Plant Operator Joe Ingwerson made an Internet search and traveled to two dealers to view trucks. Ingwerson found AG-GRESSOR 1 to have the better truck, an excellent shop and manufacturing area. The price for the truck and modifications is \$77,570 with freight costs estimated to be less than \$5,000.

Councilor Dentino asked if the truck could be driven to Oregon but with very wide, balloon tires and a top speed of 25 to 30 mph, Lightle responded this was not a possibility.

Councilor Dentino moved, a second followed, and the Council voted unanimously to purchase a used sludge truck from AG-GRESSOR 1 for \$77,750 and also authorized the shipping cost estimated at less than \$5,000.

2. *Authorization to call for bids—Highway 101 water and sewer line replacement and installation, Chetco Lane to Fifth Street; Crissey Circle to north of Parkview Drive; and waterline replacement and installation Pacific Avenue to Fern Avenue*

Lightle said HGE, Inc. has prepared plans and specifications for wastewater and water line replacement and improvements on sections of Highway 101 (Chetco Avenue). The project is necessary to prepare for ODOT's overlay project which will happen in 2005. The engineer's estimate for the work is \$1,300,000 with monies budgeted for FY 2004-2005. The project will also allow long-needed and long-awaited fire hydrants in the downtown area.

Councilor Johns Kern moved, a second followed, and the Council voted unanimously to authorize HGE, Inc. to advertise for bids for the Highway 101 sewer line replacement and installation, Chetco Lane to Fifth Street and Crissey Circle to north of Parkview Drive; and waterline replacement and installation from Pacific Avenue to Fern Avenue.

3. *Authorization to call for bids—Fifth Street and Elk Drive Intersection Reconstruction Project*

Lightle explained that HGE, Inc. prepared plans and specifications for the Fifth Street and Elk Drive intersection reconstruction. This project is part of the Federal Surface Transportation Plan (STP) grant and the City's portion of the funds is included in the budget for FY 2004-2005. He asked for authorization for HGE, Inc. to advertise the project for bids.

Councilor Dentino moved, a second followed, and the Council voted unanimously to authorize HGE, Inc. to advertise for bids for the Fern Street and Elk Drive Intersection Reconstruction Project.

B. *City Manager*

1. *City Hall Preliminary Design*

City Manager Blodgett, assisted by Economic and Urban Development Director Wait, showed a PowerPoint presentation prepared by Clay/Crow and Associates, Coos Bay. Blodgett said one of the Council goals was to design a new city hall. Clay/Crow, who was contacted to do a preliminary design, is familiar with the area and researched history to design a building using local themes. Representatives of the firm met with staff and did an analysis of each department's needs. The firm came up with four schemes, each on the site of the present City Hall. Scheme 4 was selected by Clay/Crow and staff as most fitting the needs of the City. It allows for the present building to be used during construction of a new building. Parking for staff and particularly the Police Department will be a problem during construction if Scheme 4 is picked. The overall look of the building follows the Bernard Maybeck scheme and provides a bridge over the parking lot which will connect the Fire/Police wing to the Administration/Finance/Community Development wing.

John Johnson, PO Box 2035, Harbor, asked about funding. Blodgett replied the City has applied for grants.

Barbara Nysted, 427 Buena Vista Loop, Brookings, saying this is the last thing the city needs now, questioned such a grandiose project when the infrastructure and streets need attention.

Blodgett responded that the City obviously does not have funds for construction at this time but there are federal funds available for police and fire needs which the City has applied for. The City has been penalized by its insurance carrier for not having a covered location to park its fire trucks. Police and Fire have no place to

train. The proposed building will allow for indoor storage of all equipment and also rooms for training and use by the community. Funding of a building this size will take 3 or 4 years and this has been a Council goal for several years now.

2. *Other*

Blodgett reported the Saturday Markets have been successful and some parking issues at City Hall for Police are being dealt with.

The League of Oregon Cities Board of Director is focusing on land use issues and he will be bringing the League's positions to the Council as they are developed.

VII. Consent Calendar

A. *Approval of Council Meeting Minutes*

1. *Minutes of July 26, 2004, regular Council meeting*

B. *Acceptance of Planning Commission Minutes*

1. *Minutes of July 6, 2004, regular Commission meeting*

C. *Approval of Vouchers for month of July, 2004 (\$871,194.31)*

End Consent Calendar

Councilor Mickelson moved, a second followed, and the Council voted unanimously to accept the consent calendar as written.

VIII. Remarks from Mayor and Councilors

A. *Council*

None

B. *Mayor*

Mayor Hagbom said he had attended the annual Oregon Mayors Association conference the last weekend in July.

X. Adjournment

Mayor Hagbom moved to adjourn and the Council unanimously agreed at 7:40 p.m.

Respectfully submitted:

Bob Hagbom
Mayor

ATTEST by City Recorder this ____ day of _____, 2004.

Paul Hughes
Finance Director/City Recorder

Application to Possess and Consume Alcoholic Beverages on City of Brookings Public Property



- ◆ GROUP OR ORGANIZATION NAME B.P.O.E. # 1934
- ◆ CONTACT PERSON BUTCH HERROW, ER
- ◆ DAYTIME PHONE NUMBER 541-469-2169
- ◆ ADDRESS P.O. Box 5000 BROOKINGS
- ◆ PUBLIC LOCATION REQUESTED AZALEA PARK
- ◆ DATE REQUESTED OCT. 3, 04
- ◆ TIME REQUESTED 10 AM - 7 PM
- ◆ TYPE OF ALCOHOLIC BEVERAGES INVOLVED BEER & WINE
- ◆ PURPOSE OF GATHERING ELKS ANNUAL PICNIC

As an official representative of the above named group I request a temporary permit to possess and consume alcoholic beverages on public premises in accordance with Brookings Ordinance No. 79-0-315, Sec. 4., which I have reviewed (SEE-Ordinance No. 79-O-315 Form). I understand our organization must meet all State of Oregon requirements for serving alcohol and must provide insurance as shown on the attachment (SEE-Alcohol Ins. Requirements Form).

Leroy E. Blodgett Jr.
Representative Signature

8-4-04
Date Signed

FOR CITY PERSONNEL USE ONLY: Completed App. received: 8-5-04

Forwarded to: Date Sent - 8-6-04 to ☒ Comnty Dev/PubWrks: (circle one) APPROVE/DO NOT APPROVE-date/initials: _____

Date Sent - 8-6-04 to ☒ Chief of Police: (circle one) APPROVE / DO NOT APPROVE-date/initials: _____

Date Sent - 8-9-04 to ☒ Fire Chief: (circle one) APPROVE / DO NOT APPROVE-date/initials: WJB

Date Sent - 8-6-04 to ☒ Finance Dept: (circle one) APPROVE / DO NOT APPROVE-date/initials: _____

Date Sent - 8-6-04 to ☒ City Manager

DEPARTMENT HEADS: Please consider any applicable City ordinance requirements, initial, & date; PC's to follow after final approval by City Manager.

As City Manager, I, Leroy Blodgett Jr., having reviewed the aforementioned application do hereby ☒ recommend/ ☐ do not recommend to the common council of the City of Brookings approval of said application in the name of BPOE #1934 for purposes of possessing and consuming alcoholic beverages on City property as provided on application.

L. Blodgett
City Manager

8-9-04
Date Signed

CITY COUNCIL: ☐ APPROVED ☐ DISAPPROVED on _____ day of _____, 20__



PARK USE APPLICATION FORM

The City of Brookings programs, service and activities are open to all persons without regard to race, age, sex, disability, religion, or national origin.

FOR CITY PERSONNEL USE ONLY:

Completed App. Received: 8-5-04
Forwarded to: Date Sent: 8-6-04 to: Comm. Dev. Pub. Wks.
Date Sent: 8-6-04 to: Chief of Police
Date Sent: 8-6-04 to: Fire Chief
Date Sent: 8-6-04 to: Ec. & Urban Dev. Dept.
Date Sent: 8-6-04 to: Finance Dept.
Date Sent: 8-6-04 to: City Manager

APPROVAL ON BACKSIDE: Please consider any applicable City ordinance requirements; Make notations, sign & date; PC's to follow after final approval.

SPECIFIC PARK/LOCATION: (Circle One)

Azalea Park Bud Cross Park

Chetco Point Park Stout Park

Easy Manor Park Other: _____

SPECIFIC ACTIVITY AREA NEEDED: (Circle one or more)

Gazebo Bandshell/Stage Kidtown Picnic-Area Concession Stand

Lawn-ONLY/Area: _____ Little League Field(s)

Softball/Soccer Field(s) Tennis Courts Other: _____

Event Date(s): OCT. 3, 2004 Time: From - 10 am To - 2 pm

Approximate Number expected to attend event (each day): 200

Nature of Event: PICNIC

Name of Organization: BPOE #1934

Contact Person: BUTCH HERRON, ER Date of Birth: _____ DrLic#&State: _____

Mailing Address: P.O. Box 5000 BROOKINGS Phone: 541-469-2169 Day Night

ANSWER YES OR NO TO ALL QUESTIONS (Circle one):

Is this event free to the public? Yes No If entry fee required/need City Reserve Police Officer(s)

Will there be dancing? Yes No

Will you be using amplification equipment? Yes No

Type of equipment? _____

Will any merchandise be sold? Yes No

What? _____

Will alcohol be sold? Yes No

Or consumed? Yes No - SEE alcohol use permit/application information

⇒ ⇒ THESE ACTIVITIES may require SPECIAL licenses/permits/applications! Contact City Hall ⇐ ⇐

SPECIAL REQUESTS BY ORGANIZATION (Print or Type): _____

LIABILITY STATEMENT/AGREEMENT

I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We further agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property.

THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER.

The undersigned user agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage.

Signature of person completing this application: Leonard E. Herron Date: 8-4-04

Print name of person completing this application: LEONARD "BUTCH" HERRON REVIEW BACK PAGE

APPLICANT – Review Attached Procedures and consider any requirements that might apply.

FOR CITY USE ONLY

But applicant is to review as obtaining any required permits and/or license is the responsibility of the applicant

N/A SITE PLAN (Required for Certain Events)
To be provided with complete application.

To be provided with complete application.

Contact City Manager's office to schedule on-site meeting a minimum of 20 days prior to the event.

✓ **INSURANCE (Required for Certain Events)**

Applicant must provide proof of insurance for this event as shown on attached Park Use Requirements information page.

1 SPECIAL LICENSES OR PERMITS REQUIRED (Required for Certain Events)

City Business License required:

Yes ☒ No

City Alcohol Permit & Ins. for same required:

☒ Yes ☐ No

OLCC Alcohol Permit required:

☒ Yes ☐ No

Proof of Insurance required:

☒ Yes ☐ No

City Dance License required:

Yes ☒ No ☐

Security Officer(s) required:

Yes ☒ No

of officer _____/Reason

✓ Signs—Identify quantity, location, and type:

w/ description

Use Fee: \$ 75⁰⁰ by applicant's check # 18857 and City Paid Receipt # 6000648
Deposit: \$ 75⁰⁰ by applicant's check # 11856 and City Paid Receipt # Red

Comments or restrictions on reservation:

Community Development Approval	<i>JRC</i>	Date: <i>8/6/04</i>
Police Department Approval	<i>JRP</i>	Date: <i>8/6/04</i>
Fire Department Approval	<i>SAW/201</i>	Date: <i>8-6-04</i>
Finance Department Approval	<i>WES</i>	Date: <i>8-9-04</i>
City Manager Approval	<i>[Signature]</i>	Date: <i>8-6-04</i>

Approval and processing—Copy to: _____

After approval and processing—Copy to:

- ☒ Police Department
- ☐ Fire Department
- ☒ Public Works
- ☐ Community Development
- ☐ Finance Department
- ☐ VIPS (Volunteers in Police Service)
- ☒ Applicant w/letter
- ☒ Original to Admin. Sec (file w/letter copy)

After event, set for _____, Deposit was/was not returned/refunded: DATE: _____/_____/_____: _____/_____/_____
(date) (initials) (why)

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: May 2004

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
2	Single Family Dwelling	\$1,436.00	\$933.40	\$100.52	\$12,346.00	\$427,213.00	17	\$3,217,443.00	30	\$5,567,319.00
2	Single Family Addition	\$134.50	\$215.81	\$9.42	\$0.00	\$18,845.00	11	\$301,411.00	8	\$313,533.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$52,407.00	3	\$30,209.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,445,436.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	2	\$1,439,939.00
1	Commercial New	\$495.50	\$520.28	\$34.69	\$0.00	\$124,416.13	1	\$124,416.13	5	\$523,038.00
2	Commercial Addition-Change	\$75.50	\$16.25	\$5.29	\$0.00	\$6,000.00	10	\$169,714.00	11	\$107,461.00
1	Churches	\$0.00	\$28.60	\$0.00	\$0.00	\$0.00	3	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$8,150.00	3	\$7,561.00
8	Total Building Permits	\$2,141.50	\$1,714.34	\$149.91	\$12,346.00	\$576,474.13	51	\$5,757,977.13	64	\$7,989,060.00
5	Mechanical Permits	\$202.10	N/A	\$14.15	N/A	N/A	50	N/A	42	N/A
2	Plumbing Permits	\$95.20	N/A	\$6.66	N/A	N/A	21	N/A	32	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	N/A	N/A	N/A	1	N/A	0	N/A
15	TOTAL PERMITS	\$2,438.80	\$1,714.34	\$170.72	\$12,346.00	\$576,474.13	124	\$5,757,977.13	138	\$7,989,060.00
	Total Year to Date Calculated Fees	\$24,252.17	\$18,637.13	\$1,752.56	\$186,070.00					
	2003 YTD Calculated Fees	\$30,718.67	\$19,567.06	\$2,150.31	\$172,054.00					

URBAN RENEWAL DISTRICT - BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: May 2004

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$520,224.00
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$17,288.00	0	\$0.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$33,510.00	0	\$0.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$264,636.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
1	Commercial New	\$495.50	\$520.28	\$34.69	\$0.00	\$124,416.13	1	\$124,416.13	3	\$78,840.00
2	Commercial Addition-Change	\$75.50	\$16.25	\$5.29	\$0.00	\$6,000.00	7	\$53,814.00	6	\$47,609.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
3	Total Building Permits	\$571.00	\$536.53	\$39.97	\$0.00	\$130,416.13	14	\$932,664.13	11	\$646,673.00
0	Mechanical Permits	\$0.00	N/A	\$0.00	N/A	N/A	5	N/A	3	N/A
0	Plumbing Permits	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	2	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	N/A	N/A	N/A	0	N/A	0	N/A
3	TOTAL PERMITS	\$571.00	\$536.53	\$39.97	\$0.00	\$130,416.13	20	\$932,664.13	16	\$646,673.00
	Total Year to Date Calculated Fees	\$3,563.10	\$2,760.95	\$249.41	\$28,526.00					
	2003 YTD Calculated Fees	\$2,557.10	\$1,435.29	\$179.00	\$8,934.00					

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: **June 2004**

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Mo	No. to Date	Total to Date	No. Last Yr	Total Last Year
7	Single Family Dwelling	\$5,256.00	\$3,416.41	\$367.92	\$55,153.00	\$1,586,676.00	24	\$5,328,211.00	37	\$6,934,215.00
4	Single Family Addition	\$853.00	\$554.47	\$59.71	\$0.00	\$131,326.00	15	\$432,737.00	11	\$376,987.00
4	Single Family Garage-Carport	\$754.00	\$490.12	\$52.78	\$0.00	\$118,524.00	6	\$170,931.00	5	\$37,716.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,445,436.00	1	\$221,183.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	3	\$2,118,347.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$124,416.13	5	\$523,038.00
0	Commercial Addition-Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	10	\$169,714.00	11	\$107,461.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
2	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	2	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$8,150.00	4	\$11,792.00
17	Total Building Permits	\$6,863.00	\$4,461.00	\$480.41	\$55,153.00	\$1,836,526.00	68	\$8,118,595.13	79	\$10,330,739.00
12	Mechanical Permits	\$273.15	N/A	\$19.12	N/A	N/A	62	N/A	55	N/A
7	Plumbing Permits	\$333.20	N/A	\$23.32	N/A	N/A	28	N/A	41	N/A
0	Manufactured Home Install Permits	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	0	N/A
0	Manufactured Dwelling Fee	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	0	N/A
36	TOTAL PERMITS	\$7,469.35	\$4,461.00	\$522.85	\$55,153.00	\$1,836,526.00	160	\$8,118,595.13	175	\$10,330,739.00
	Total Year to Date Calculated Fees	\$31,721.52	\$23,098.13	\$2,248.41	\$241,223.00					
	2003 YTD Calculated Fees	\$39,892.52	\$25,437.42	\$2,792.48	\$235,556.00					

URBAN RENEWAL DISTRICT - BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: June 2004

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
2	Single Family Dwelling	\$2,133.50	\$1,386.78	\$149.35	\$15,758.00	\$706,336.00	2	\$706,336.00	3	\$831,574.00
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$17,288.00	0	\$0.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$33,510.00	0	\$0.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$264,636.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$124,416.13	3	\$78,840.00
0	Commercial Addition-Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	7	\$53,814.00	6	\$47,609.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
2	Total Building Permits	\$2,133.50	\$1,386.78	\$149.35	\$15,758.00	\$706,336.00	16	\$1,639,000.13	12	\$958,023.00
3	Mechanical Permits	\$72.75	N/A	\$5.09	N/A	N/A	8	N/A	4	N/A
2	Plumbing Permits	\$95.20	N/A	\$6.66	N/A	N/A	3	N/A	3	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	N/A	N/A	N/A	0	N/A	0	N/A
7	TOTAL PERMITS	\$2,301.45	\$1,386.78	\$161.10	\$15,758.00	\$706,336.00	27	\$1,639,000.13	19	\$958,023.00
	Total Year to Date Calculated Fees	\$5,864.55	\$4,147.73	\$410.51	\$44,284.00					
	2003 YTD Calculated Fees	\$3,592.70	\$2,061.24	\$251.49	\$13,401.00					

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: **July 2004**

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
5	Single Family Dwelling	\$3,552.50	\$2,309.14	\$248.68	\$39,395.00	\$1,053,031.00	29	\$6,381,242.00	51	\$10,164,733.00
5	Single Family Addition	\$549.50	\$357.19	\$38.47	\$0.00	\$92,900.00	20	\$525,637.00	15	\$420,065.00
1	Single Family Garage-Carport	\$68.50	\$44.53	\$4.80	\$0.00	\$7,997.00	7	\$178,928.00	7	\$65,698.00
1	Two Family Residential	\$920.50	\$598.33	\$64.44	\$12,768.00	\$294,464.00	5	\$1,739,900.00	2	\$399,430.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$0.00	3	\$2,118,347.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$124,416.13	6	\$646,861.00
1	Commercial Addition-Change	\$80.50	\$32.20	\$5.64	\$0.00	\$9,750.00	11	\$179,464.00	16	\$729,509.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$0.00	2	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$8,150.00	4	\$11,792.00
13	Total Building Permits	\$5,171.50	\$3,341.39	\$362.01	\$52,163.00	\$1,458,142.00	81	\$9,576,737.13	106	\$14,556,435.00
8	Mechanical Permits	\$212.70	N/A	\$14.89	N/A	N/A	70	N/A	76	N/A
6	Plumbing Permits	\$333.20	N/A	\$23.32	N/A	N/A	34	N/A	59	N/A
0	Manufactured Home Install Permits	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	1	N/A
0	Manufactured Dwelling Fee	\$0.00	N/A	\$0.00	N/A	N/A	1	N/A	1	N/A
27	TOTAL PERMITS	\$5,717.40	\$3,341.39	\$400.22	\$52,163.00	\$1,458,142.00	187	\$9,576,737.13	243	\$14,556,435.00
	Total Year to Date Calculated Fees	\$37,438.92	\$26,439.52	\$2,648.63	\$293,386.00					
	2003 YTD Calculated Fees	\$56,089.92	\$35,467.10	\$3,926.30	\$311,872.24					

URBAN RENEWAL DISTRICT - BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: July 2004

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$706,336.00	4	\$1,500,229.00
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$17,288.00	0	\$0.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$33,510.00	0	\$0.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$264,636.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$124,416.13	4	\$202,663.00
1	Commercial Addition-Change	\$80.50	\$32.20	\$5.64	\$0.00	\$9,750.00	8	\$63,564.00	8	\$459,227.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$439,000.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
1	Total Building Permits	\$80.50	\$32.20	\$5.64	\$0.00	\$9,750.00	17	\$1,648,750.13	16	\$2,162,119.00
0	Mechanical Permits	\$0.00	N/A	\$0.00	N/A	N/A	8	N/A	7	N/A
0	Plumbing Permits	\$0.00	N/A	\$0.00	N/A	N/A	3	N/A	5	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	N/A	N/A	N/A	0	N/A	0	N/A
1	TOTAL PERMITS	\$80.50	\$32.20	\$5.64	\$0.00	\$9,750.00	28	\$1,648,750.13	28	\$2,162,119.00
	Total Year to Date Calculated Fees	\$5,945.05	\$4,179.93	\$416.15	\$44,284.00					
	2003 YTD Calculated Fees	\$7,405.85	\$4,877.30	\$518.41	\$19,839.24					

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