



Agenda

CITY OF BROOKINGS
COMMON COUNCIL MEETING
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
May 28, 2003 3:00 p.m.



- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS**
 - A. Announcements
 - 1. 2003 Hazardous Waste Collection Event Schedule
- V. STAFF REPORTS**
 - A. Community Development Department
 - 1. Awarding of Contract on Mill Beach Road Street Improvements Project
 - B. City Manager
 - 1. Cooperative Improvement Agreement on Chetco River Bridge Lighting
 - 2. Other
- VI. REMARKS FROM MAYOR AND COUNCILORS**
 - A. Council
 - B. Mayor
- VII. ADJOURNMENT**

City of Brookings
Events Calendar

June 2003

June 2003						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2003						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June 1	2 9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	3 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	4 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 1:30pm CC-SafetyComMtg/ HThmpson 6:30pm CC-Citizen's Academy-Marvin Parker 7:00pm FH-PoliceReserves	5 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm FH- Sheriff's Search & Rescue mtg-Steve Car 7:00pm CC-Downtown Development Committee	6 8:00am CC-Afiac Open Enrollment consultations.	7
8	9 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	10 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	11 10:00am CC-Traffic Safety Committee meeting-Marvin Parker 6:30pm CC-Citizen's Academy-Marvin Parker	12 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Downtown Development committee mtg-7 to 10 pm	13 8:00am CC-Afiac Open Enrollment Consultations	14
15	16 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)	17 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Jt. CC/PC worksession on Borax-Leroy	18 6:00pm CC-Victim's Impact Panel (247-2412) Curry Prevention Services/Mindy	19 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 3:30pm CC-AMF Board-	20	21
22	23 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	24 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	25	26 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	27 12:00pm CC-training for law enforcement on Brain Injury Group-Liz Pendergast-469-5306 ext 303	28
29	30 7:00pm FH-FireTng/ChShrp (Fire Hall)					

City of Brookings
Events Calendar

July 2003

July 2003							August 2003						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	1	2	3	4	5	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		July 1 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	2 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 1:30pm CC-Safety Committee-Hilary Thompson 7:00pm FH-PoliceReserves	3 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC- Sheriff's Search & Rescue mtg-Steve Carpertner-Laurie Calef-469-0275	4 City Hall CLOSED - 4th of July Holiday	5
6	7 9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	8 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	9	10 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Downtown Development committee mtg-7 to 10 pm	11	12
13	14 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	15 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 10:00am CC-Borax meeting-Marty Stiven-Westen Land Use Advocates	16	17 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 2:00pm CC-CEP (Citizens for Emergency Preparedness): MARrell-469-5731, JRupert-469-78783	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 Degenais 7:00pm FH-FireTng/ChShrp (Fire Hall)	22 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	23	24 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	25	26
27	28 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	29 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	30	31 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 6:30pm CC-Seatbelt Class-Det. Palicki-PD		

2003 Hazardous Waste Collection Event Schedule

Date	City	Sponsor	Local Contact	DEQ Contact
February 8	Corvallis	Corvallis Disposal	Bronwyn Evans 541-754-0444	Cathie Davidson 503-378-8240 x277
March 15	Dexter	Lane County	Larry Gibbs 541-682-3899	Brian Fuller 541-686-7838 x225
April 12	Ontario	DEQ	Scott Wilson 541-889-5719	Bruce Lumper 541-298-7255 x40
13	Lexington	DEQ	Karen Wolf 541-989-9500	Bruce Lumper 541-298-7255 x40
25,26	Florence	Lane County	Larry Gibbs 541-682-3899	Brian Fuller 541-686-7838 x225
May 2,3	Medford	Rogue Disposal	Denise Wolgamott 541-779-4161	Brian Fuller 541-686-7838 x225
3	Salem/Keizer	Marion County	Jeff Bickford 503-588-5169 x5992	Cathie Davidson 503-378-8240 x277
10	Corvallis	Corvallis Disposal	Bronwyn Evans 541-754-0444	Cathie Davidson 503-378-8240 x277
17	Lakeview	DEQ	Audrey Henry 541-947-4957	Susan Christensen 541-388-6146 x228
18	Bonanza	DEQ	Danise Brakeman 541-545-6566	Susan Christensen 541-388-6146 x228
June 7	Brookings	DEQ	Pete Smart 541-469-2425	Brian Fuller 541-686-7838 x225
21	Bend	Deschutes County	Chad Centola 541-322-7172	Susan Christensen 541-388-6146 x228
22	Culver	DEQ	E.V. Smith 541-546-6494	Susan Christensen 541-388-6146 x228
August 9	Corvallis	Corvallis Disposal	Bronwyn Evans 541-754-0444	Cathie Davidson 503-378-8240 x277
September 13	Tillamook Manzanita Pacific City	Tillamook County	Kathy Schwinck 503-815-3975	Leslie Kochan 503-229-5529
October 11	Roseburg	DEQ	Terri Peterson 541-440-4350	Brian Fuller 541-686-7838 x225
17,18	Albany	Albany-Lebanon Sanitation	Kevin Hines 541-928-2554 x 202	Cathie Davidson 503-378-8240 x277
November 8	Corvallis	Corvallis Disposal	Bronwyn Evans 541-754-0444	Cathie Davidson 503-378-8240 x277

All non-DEQ events are limited to customers/residents of the sponsor's area.

Most HHW events accept Conditionally Exempt Generator (CEG) waste, but charge for disposal. Please call the local contact to confirm and get prices. For HHW collection opportunities in the Portland Metro area call 503-234-3000.



City of Brookings
898 Elk Drive
Brookings Oregon
Phone (541) 469-2163

Community Development Department

Memo

To: Mayor and City Council
From: Leo Lightle, Community Development Director *LBL*
Date: May 22, 2003
Re: Request for authorization of *Mill Beach Road Street Improvements* for the Public Works Division

The Community Development Division advertised for the *Mill Beach Street Improvements Project*. Bids were received from three (3) companies:

John D. Rapraeger Inc.	\$50,303.50
B & B Excavation, Inc.	\$54,556.76
Taylor Site Development Inc.	\$62,770.00

Staff recommends that the City Council award the project to John D. Rapraeber, Inc. in the amount of \$50,303.50.

This project will be funded from the *street system replacement fund*. Adequate funds are available for this project.



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation

Region 3
3500 NW Stewart Parkway
Roseburg, OR 97470
(541) 957-3500
FAX (541) 957-3547

April 29, 2003

FILE CODE:

City of Brookings
Attn: Leroy Blodgett, City Manager
898 Elk Drive
Brookings, OR 97415

RE: Agreement 20452, Chetco River Bridge Lighting

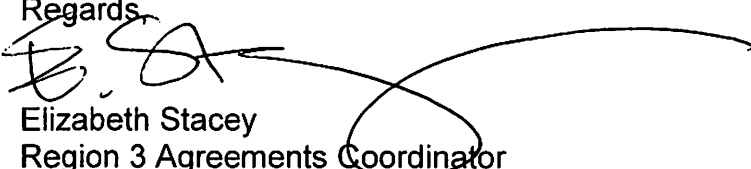
Dear Leroy:

Enclosed please find five (5) originals of the above referenced agreement. Once all required signatures have been obtained, please return all five copies for further processing to:

Oregon Department of Transportation
Attn: Elizabeth Stacey
3500 NW Stewart Parkway
Roseburg, OR 97470

When the agreement is fully executed we will return one copy to the City for your records. Thanks for your help in putting this together, give me a call if you have any questions.

Regards,



Elizabeth Stacey
Region 3 Agreements Coordinator
541.957.3635

Enclosure

Cc: Lee Sparks

April 15, 2003

Misc. Contracts & Agreements
No. 20452

**COOPERATIVE IMPROVEMENT AGREEMENT
Chetco River Bridge Lighting
City of Brookings/ Port of Brookings Harbor**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT"; the City of Brookings, acting by and through its City Council, hereinafter referred to as "City" and the Port of Brookings Harbor, acting by and through its Board of Commissioners, hereinafter referred to as "Agency".

RECITALS

1. Bridge No. 01143D, also known as the Chetco River Bridge, is located on Coast Highway No. 9 at mile point 357.98, and is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission.
2. By the authority granted in ORS 190.110, 366.770 and 366.775, ODOT may enter into cooperative agreements with the counties and cities or units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. By the authority granted in ORS 777.112, the Port of Brookings Harbor may enter into cooperative agreements with the counties, cities, or units of local government for the performance of work on certain types of improvements projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT:

1. ODOT plans and proposes to install pedestrian lighting and ADA sidewalks on the Chetco River Bridge, hereinafter referred to as "Project". The location of the Project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
2. Total Project cost is estimated at \$400,000 in federal funds. ODOT shall be responsible for any portion of the project not covered by federal funding.
3. This agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance and electrical power responsibilities for the useful life of the facilities constructed as part of the Project. The Project shall be completed within four calendar years following the date of final execution of this agreement by both parties.

ODOT OBLIGATIONS

1. ODOT shall conduct the necessary engineering and design work required to produce final plans, specifications and cost estimates; obtain all required permits, arrange for all utility relocations or reconstruction if any; perform all construction engineering including all required materials testing and quality documentation; prepare all bid documents; advertise and award all contracts; provide Project management services and all other necessary functions for sole administration of the contract, for the Project.
2. The total estimated cost for the project is \$400,000. ODOT shall be responsible for any project overages.
3. ODOT shall be responsible for ongoing maintenance of the sidewalks and pedestrian lighting installed as part of the Project.
4. ODOT certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within ODOT's current appropriation or limitation of current biennial budget.
5. ODOT's Project Liaison for this Project is Lee Sparks, 3500 Stewart Parkway, Roseburg, OR 97470, (541) 957-3538.

CITY OBLIGATIONS

1. Upon completion of the Project, electrical energy costs for the bridge pedestrian lighting shall be paid for by City and Agency. City and Agency agree that said payment shall be a 50% split between City and Agency.
2. City shall enter into and execute this agreement during a duly authorized session of its City Council.
3. City's Project Liaison for this agreement is Leroy Blodgett, City Manager, 898 Elk Drive, Brookings, OR 97415, (541) 469-2163.

AGENCY OBLIGATIONS

1. Upon completion of the Project, electrical energy costs for the bridge pedestrian lighting shall be paid for by Agency and City. Agency and City agree that said payment shall be a 50% split between Agency and City.
2. Agency shall enter into and execute this agreement during a duly authorized session of its Board of Commissioners.
3. Agency's Project Liaison for this agreement shall be Russ Crabtree, Executive Director, The Port of Brookings Harbor, Port of Brookings Harbor, P.O. Box 848 16408 Lower Harbor Road Brookings, Or 97415, 541-469-2218.

GENERAL PROVISIONS

1. ODOT, City and Agency agree that a mutual review of the construction plans shall be conducted prior to advertisement for construction bid proposals.
2. This agreement may be terminated by mutual written consent of all parties. ODOT may terminate this agreement effective upon delivery of written notice to City and Agency, or at such later date as may be established by ODOT, under any of the following conditions:
 - a. If City or Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If City or Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
 - c. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or if ODOT is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

3. If Agency or City fails to provide payment for electrical energy consumption, in accordance with the terms of this agreement, ODOT, at its option, may pay for electrical energy consumption and bill Agency or City, seek an injunction to enforce the duties and obligations of this agreement or take any other action allowed by law.
4. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind any party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this agreement shall not constitute a waiver by ODOT of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This Project was approved by the Oregon Transportation Commission on January 29, 2003, Key No. 13098.

Agreement No. 20452
Chetco River Bridge Lighting

The Oregon Transportation Commission on February 13, 2002, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On September 6, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, in which the Director delegates authority to the Executive Deputy Director for Highways to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

PORT OF BROOKINGS HARBOR, by and through its Board of Commissioners

By 
Executive Director

By Russ Crabtree
Title Executive Director

Date May 21, 2003

CITY OF BROOKINGS, by and through its City Council

By _____
Title

Date _____

By _____
Title

Date _____

APPROVED AS TO FORM

By _____
City Counsel

Date _____

APPROVED AS TO FORM

By _____
Agency Counsel

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____
Executive Deputy Director

Date _____

APPROVAL RECOMMENDED

By _____
Region Manager

Date _____

By _____
Technical Services Manager/Chief Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Asst. Attorney General

Date _____

