

agenda

CITY OF BROOKINGS
COMMON COUNCIL MEETING
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
June 10, 1996
7:00 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS

1. K-9 Kato's Retirement (green)
2. Introduction of new Public Works/Parks Maintenance employee Greg Shinn (ivory)
3. Proclamation - "Supreme Emblem Club Americanism Week in Brookings" - June 9 thru 15, 1996 (blue)

V. PUBLIC HEARINGS

VI. SCHEDULED PUBLIC APPEARANCES

1. Request for support for Civil Air Patrol - Josh Friar (gray)
2. Request for support for 4th of July Fireworks celebration - Vietnam Veterans of America, Inc. - Secretary Bill Westbury (salmon)

VII. ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

VIII. STAFF REPORTS

A. City Manager

1. Application to possess and consume alcoholic beverages on City of Brookings public property - Kenneth Alldritt (pink)

2. Application to possess and consume alcoholic beverages on City of Brookings public property - Brookings Rotary Club (yellow)
3. Teamsters Union Contract Amendment (lilac)
4. Sale of Public Property - Memory Lane (gold)

B. Community Development

1. Recommendation on proposed horseshoe court - Azalea Park (tan)
2. Request for approval of Intergovernmental Agreement for Transportation Growth Management grant monies (green)

IX. CONSENT CALENDAR

A. Approval of Council Meeting Minutes

1. May 23, 1996 Special Council Meeting (ivory)

X. ORDINANCES/RESOLUTIONS/FINAL ORDERS

A. Ordinances

B. Resolutions

XI. COMMITTEE REPORTS

A. Planning Commission

B. Parks and Recreation Commission

C. Chamber of Commerce

XII. REMARKS FROM MAYOR AND COUNCILORS

A. Mayor

B. Council





XIII. ADJOURNMENT



June 1996



City of Brookings Monthly Activities Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
		7:00 PM Planning Comm. Meeting	12:00 PM City/County Community Work Session			Public Safety Fair - Azalea Park
9	10	11	12	13	14	15
	7:00 PM Council Meeting				 Flag Day	
16	17	18	19	20	21	22
 Concert - Azalea Park  Father's Day		SPECIAL PLANNING COMM. MEETING - 7pm				 Benefit Concert for Nikki Becker - Azalea Park
23	24	25	26	27	28	29
	7:00 PM Council Meeting			7:00 PM Parks & Rec. Comm.		
30						

May						
S	M	T	W	T	F	S
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July						
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July 1996



City of Brookings Monthly Activities Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																																		
	1	2 [REDACTED] [REDACTED] [REDACTED]	3 12:00 PM City/ County/ Community Work Session	4  American Music Festival Concert	5	6																																																																																																		
7	8 7:00 PM Coun- cil Meeting	9 SDC Board - 1:30 p.m.	10	11	12	13																																																																																																		
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Certificate of Appreciation

awarded to:

K-9 Kato

**for six years years of dedicated service
to the Brookings Police Department.**

Presented this 10th day of June, 1996.

Kent Owens
Chief of Police

Tom Davis
Mayor

Memorandum

TO: Mayor, City Council
FROM: Leo Lightle, Community Development Director
THROUGH: Tom Weldon, City Manager
DATE: June 5, 1996



On June 3, 1996, Greg Shinn started work as our new Public Works/ Parks worker, filling the position created in the 2-year serial levy . Greg came to the City after working eight years for the Oroville (California) Elementary School District. His duties for the school district included landscaping and maintaining school properties, planning and installing sprinkler systems and operating and repairing all equipment required to do landscaping. Being a Drill Sergeant in the service taught him effective ways of managing employees.

During his non-working hours Greg enjoys fishing and camping. He also rebuilds classic cars and is currently working on a 1946 Studebaker pickup street rod.

We welcome Greg Shinn aboard.

14.2

PROCLAMATION

WHEREAS, the Supreme President of the Supreme Emblem Club has stated that strengthening the Unity of the United States of America is vital, that there is a need to strengthen the American Heart of Emblem, that there is a need to strengthen the beliefs of each individual and each club, and has restated the Supreme Emblem Club Citizenship Principles; and

WHEREAS, the Supreme Emblem Club has resolved;

- 1. That each club create an Americanism Committee.**
- 2. That each club originate and participate with others in patriotic community endeavors.**
- 3. That each Emblem member as an individual, finish a patriotic deed each day.**
- 4. That each club and each member engage in assisting the Americanism Program of the Benevolent and Protective Order of Elks on every occasion when ladies are invited to participate.**
- 5. That each club and each member give determined effort to actively fulfill the purpose to which we dedicate ourselves, to bear true allegiance to the Constitution and Flag of the United States of America.**

NOW, THEREFORE, I, Tom Davis, Mayor, of the City of Brookings, Oregon do hereby proclaim the week of June 9 through June 15, 1996 as

**"Supreme Emblem Club
Americanism Week in Brookings."**



**Tom Davis
Mayor**

1 V. 3

Hand DELIVERED
received
5/20/96

Dear Mr Weldon,

Hello, my name is Josh Friar and I'm a 7th grader at Azalea Middle School. Usually I don't write letters to people of the city but today I have to make an exception. I am in a program called Civil Air Patrol. This program is for kids in 6th grade and older. The purpose is to teach about aeronautics and space exploration. Civil Air Patrol is key part of the Brookings, Harbor area because we provide the cadet program for kids and emergency services for the city. Just about a week ago we were talking about getting an E.L.T. team together with the coast guard and we have already been on several search and rescues. Civil Air Patrol is a branch of Air Force Auxiliary which teaches discipline, self confidence, and teaches about planes, weather and anything else like that. The real reason I wrote you this letter is so that I could tell you about the fact that we're running out of money. So I had the thought that the city of Brookings might be able to slightly fund the Brookings harbor Civil Air Patrol. I would also like you before you make up your decision to come to one of our meeting and see just how important we are to the community. We're not asking for that much money just a little bit so that we can keep functioning till we find some other ways. I don't know about you but I know that in this district there are not that many teenage activities and this program will certainly more kids involved and less of them on drugs and smoking. So I ask you if you would be willing to come to one of our meeting and see just how important we are. If you could get back to me I'd appreciate it so much. My number is 469-7308 and I'm home just about every afternoon from 5 to 9pm.

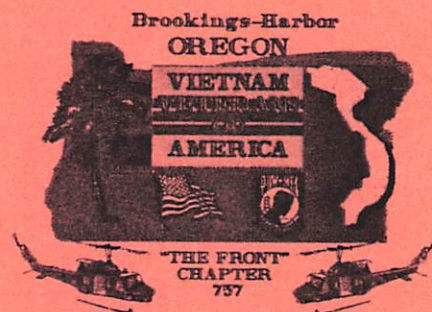
Sincerely,

Josh Friar

Josh Friar

V.I.I

Serving Our Community With Pride



Brookings-Harbor Business's:

As the sponser of this years 4th of July Fireworks celebration we are in need of contributions towards 8525 mailings. The cost of the printing is \$569.22 and the cost of the mailing will be \$1210.40 at bulk mail rate.

We are in need of a bulk mail permit number to enable us to mail our donation requests to Brookings-Harbor postal patrons. This will enable us to carry on the traditional 4th of July celebration. If possible, we would like to have two or three business permits to use so as to defray the bulk of the burden from any one source.

Your donation of money to help cover the cost of printing or the use of your permit will be sincerely appreciated.

Please contact Bill Lopez for co-ordination of mailing information and donations.

469-0289

Sincerely,

Bill Lopez
President Chapter 757

"Never again will one generation of veterans forget another"

Vietnam Veterans Of America, Inc.

Brookings-Harbor Chapter 757 PO Box 3064 Harbor, OR. 97415 (541-469-0289)

VI.2

Memorandum

TO: Mayor, City Council
FROM: Donna Van Nest, Administrative Assistant
THROUGH: Tom Weldon, City Manager *Tom*
DATE: June 5, 1996



Issue: APPLICATION TO POSSESS AND CONSUME ALCOHOLIC BEVERAGES ON CITY OF BROOKINGS PUBLIC PROPERTY

Synopsis: Attached is the application from Kenneth Alldritt to serve alcoholic beverages at Azalea Park.

Recommendation: Approve the application.

Rationale: Parks Rules and Regulations require that this request be taken before the City Council for approval.

Mr. Alldritt has stated that alcoholic beverages will not be sold at this event.

This request is permissible under Section 4 of Ordinance No. 79-O-315.

Background: Mr. Alldritt has stated on his application that he wishes to serve a case of champagne to approximately 100 guests during his wedding reception at Azalea Park on August 31.

VII/A.1



City of Brookings, 898 Elk Drive, Brookings, OR 97415 - (503)469-2163

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.

PARK LOCATION

ALASKA PARK

ACTIVITY AREA

STAGE AREA

Event Date(s): 8-31-96

Time: 12-6 pm
100

Approximate Number expected to attend event (each day):

Nature of Event: WEDDING & RECEPTION

Name of Organization: _____

Contact Person: KEN ALLDRITT

Day Phone: 469-1036

Mailing Address: 618 MECHELLE LN

BROOKINGS OR 97415

Is this event free to the public? NO

Will alcohol be sold? NO

Will any merchandise be sold? NO

Will you be using amplification equipment? YES

Will alcohol be consumed? NO YES

What? _____

Type of equipment? LIVE MUSIC

SPECIAL REQUESTS (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 refunded to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage.

Signature of person completing this application: Kenn A Aldritt

Date: 5-20-96

Printed name of person completing this application: KENNETH A ALLDRITT

For City Use Only

SITE PLAN (Required for certain events)

To be provided with complete application.

Contact the 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 Insurance Requirements information page.

SIGNS

Identify quantity, location, and type below.

Use Fee: \$ 50⁰⁰ + 50⁰⁰ STAGE FEE

Paid Receipt # _____

Deposit: \$ 50⁰⁰

Paid Receipt # _____

Deposit Refunded: YES NO Comment _____

City Business License Required: YES NO Comment _____

City Alcohol Permit & Ins. Required: YES NO Comment _____

OLCC Alcohol Permit Required: YES NO Comment _____

Proof of Insurance Required: YES NO Comment _____

Comments or restrictions on reservation: _____

Police Department Approval [Signature]

Date: 05-13-96

Fire Department Approval [Signature]

Date: _____

City Manager Approval [Signature]

Date: 5/13/96



APPLICATION TO POSSESS AND CONSUME ALCOHOLIC BEVERAGES ON CITY OF BROOKINGS PUBLIC PROPERTY

GROUP OR ORGANIZATION NAME WEDDING
CONTACT PERSON KENNETH ALLDRITT OR DONNA MEDENHALL
DAYTIME PHONE NUMBER 541-409-1036
ADDRESS 618 MECHELLE LN
PUBLIC LOCATION REQUESTED AZALEA PARK
DATE REQUESTED 8-31-96
TIME REQUESTED 12-6
TYPE OF ALCOHOLIC BEVERAGES INVOLVED CASE OF CHAMPAGNE
PURPOSE OF GATHERING WEDDING & RECEPTION

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. I understand our organization must meet all State of Oregon requirements for serving alcohol and must provide insurance as shown on the attachment.

[Signature]
Representative Signature

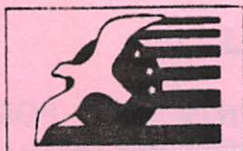
8-17-96
Date Signed

Special Conditions: _____

Application: _____ Approved _____ Not Approved

City Manager

Date Signed



City of Brookings
898 Elk Drive
Brookings, OR 97415

INSURANCE FOR ALCOHOL POSSESSION, SALES AND CONSUMPTION ON CITY PROPERTY

The City of Brookings requires that for alcohol to be possessed, sold and consumed on City property an application must be approved and the applicant must provide the City with liability insurance coverage extending over the term of the permit. The liability insurance must be evidenced by a certificate or policy of insurance. The insurance must meet these requirements:

- a. It must contain Comprehensive General Liability and Liquor Legal Liability Coverage. The Comprehensive General Liability coverage, includes (but is not limited to) coverages sometimes called 'Premises / Operations Liability (M&C); Products and Completed Operations Liability; and Contractual Liability.'
- b. The insurance coverage shall have limits of not less than \$500,000 Combined single limit for each accident or occurrence.
- c. It must name the City of Brookings and its commissions, members, officers, agents, and employees as an additional insured and promise the City twenty (20) days advance notice of any change or cancellation. This wording on the certificate is recommended:
 1. "The City of Brookings shall be named an additional insured, under the above- numbered insurance policy as respects the Park Use Application Permit issued by the City of Brookings."
 2. "The City of Brookings shall be given twenty (20) days notice of any change, cancellation, expiration, or renewal of the policy."
- d. The policy period must include the date(s) of the planned activity.

Some applicants may present a Certificate of Insurance form identified as an 'Accord' in the insurance trade. Unless the applicant's insurance policy has a 'rider' with the language in subsection (c.) above, these two changes need to be made in the 'Accord' form of the certificate:

1. The following wording at the top of the form should be ~~deleted~~ in its entirety:
"This certificate is issued as a matter of information only and confers no rights upon the certificate holder."
2. This wording, which now appears at the bottom of the form:
"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 20 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company."
Should be changed to read as follows:
"Should any of the above described policies be canceled or reduced as to coverage before the expiration date thereof, the issuing company will mail twenty (20) days written notice to the below named certificate holder / City of Brookings as an additional insured."

Both changes are to be initiated by your insurance agent.

ORDINANCE NO. 79-O-315

AN ORDINANCE REGULATING THE CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES ON PUBLIC PREMISES. [Effective June 19, 1979]

Sections:

Section 1.	Alcoholic liquor prohibited on public premises.
Section 2.	Definition of alcoholic liquor.
Section 3.	Definition of public premises.
Section 4.	Temporary permits.
Section 5.	Penalties for violation.
Section 6.	Emergency clause.

The City of Brookings ordains as follows:

Section 1. **Alcoholic liquor prohibited on public premises.** It shall be unlawful for any person to drink, consume, transport, carry, or possess any alcoholic liquor, except in the original package with the seal unbroken, on any public premises, except as permitted in Section 4 of this ordinance.

Section 2. **Definition of alcoholic liquor.** The term alcoholic liquor, as used in this ordinance, shall be construed to mean and include any liquid intended for human consumption containing more than one half of one percent by volume of alcohol.

Section 3. **Definition of public premises.** For the purpose of this ordinance, public premises shall include city parks, city buildings, city parking lots, and other premises under the control of the city, but shall not include public highways.

Section 4. **Temporary permits.** Upon written application to the common council of the City of Brookings, setting forth the time, the purpose, the location, the alcoholic beverages involved, and the group or organization involved, the council may grant temporary permits permitting the possession and consumption of alcoholic beverages on public premises. Such permits shall be for a specific period of time, shall contain such conditions as the council deems appropriate and shall be non-transferable.

Section 5. **Penalties for violation.** Any person violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine not exceeding \$500 or by imprisonment not exceeding 60 days, or by both such fine and imprisonment.

Section 6. **[Emergency clause.]**

Memorandum

TO: Mayor, City Council
FROM: Donna Van Nest, Administrative Assistant
THROUGH: Tom Weldon, City Manager *Tom*
DATE: June 5, 1996



Issue: APPLICATION TO POSSESS AND CONSUME ALCOHOLIC BEVERAGES ON CITY OF BROOKINGS PUBLIC PROPERTY

Synopsis: Attached is the application from Brookings Rotary Club to serve alcoholic beverages at Azalea Park on July 4th during the American Music Festival.

Recommendation: Approve the application.

Rationale: Parks Rules and Regulations require that this request be taken before the City Council for approval.

The Brookings Rotary Club has applied to the Oregon Liquor Control Commission for the necessary permits to sell beer at the festival.

This request is permissible under Section 4 of Ordinance No. 79-O-315.

Background: The Brookings Rotary Club is requesting permission to sell beer at the 2nd annual American Music Festival. The beer garden will be located next to the stage at Azalea Park and will be enclosed.

VIII.A.2.

City of Brookings, 688 Elk Drive, Brookings, OR 97415 - (503)469-2163



APPLICATION TO POSSESS AND CONSUME ALCOHOLIC BEVERAGES ON CITY OF BROOKINGS PUBLIC PROPERTY

GROUP OR ORGANIZATION NAME Brookings Harbor RotaryCONTACT PERSON Larry BirchenDAYTIME PHONE NUMBER 469-2212ADDRESS Box 357, Brookings, Or 97415PUBLIC LOCATION REQUESTED AzulesDATE REQUESTED July 4TIME REQUESTED Duration of EventTYPE OF ALCOHOLIC BEVERAGES INVOLVED Beer & WinePURPOSE OF GATHERING Music Festival

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. I understand our organization must meet all State of Oregon requirements for serving alcohol and must provide insurance as shown on the attachment.

Deane Gilliam, Secretary
Representative Signature

4-9-96
Date Signed

Special Conditions: _____

Application: _____ Approved _____ Not Approved

City Manager

Date Signed

Post-It® Fax Note	7671	Date <u>4/9</u>	Page <u>3</u>
To <u>Deane Gilliam</u>	From <u>Deane</u>		
Co/Dept.	Co.		
Phone #	Phone #		
Fax #	Fax #		

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****END****

Memorandum

TO: Mayor, City Council
FROM: Tom Weldon, City Manager
DATE: June 5, 1996



Issue: TEAMSTERS UNION CONTRACT AMENDMENT

Synopsis: Attached is the proposed contract amendment Chief Owens and I have agreed to recommend to you.

Recommendation: Accept this contract amendment.

Rationale: The relationships between the City and its Teamster's Union employees (Police and Communications Officers) is very good and accepting this amendment will continue that type of relationship.

Background: This amendment authorizes a 3% cost-of-living increase.

This amendment sets out the specific details on timing of salary increase after a satisfactory rating on the performance evaluation.

This amendment keeps our Police salaries competitive and is included in next year's budget.

The majority of money necessary to fund these increases will come from reduced health insurance premiums.

VIII.A.3

Memorandum

TO: Mayor, City Council
FROM: Tom Weldon, City Manager
DATE: June 6, 1996



Issue: SALE OF PROPERTY ON MEMORY LANE

Synopsis: We have a request to purchase City property near 533 Memory Lane that was dedicated to the City in 1953 for "park use".

Recommendation: Start the process to consider selling the property.

Rationale: Property is not, and as best we can predict, will not be, needed by City.

Background: Property is shown on the attached map.

Planning Commission and Parks and Recreation Commission have recommended we go ahead and sell the property.

Property was dedicated to "public forever".

City Attorney advises that title to a vacated "public square" (park) vests in the City and that a vacation can be done legally on the Council's own motion.

A vacation of this property would transfer the land to adjoining property owners - the City, the people requesting to purchase the property and another owner.

This property is zoned R-2 (Two-Family Residential) which allows single family homes and duplex units as permitted uses.

The property consists of approximately 1,629 sq. feet which is a substandard lot (the R-2 zone requires a minimum of 6,000 sq. feet) and thus cannot be developed as a separate lot. The only way the lot can be developed would be to combine it with another lot which would create a single lot of 6,000 sq. feet or greater.

The lot is triangular in shape with 65 feet on the west boundary, 50.14 feet on the south boundary and 82.09 feet of frontage on Memory Lane.

There is a 5-foot wide utility strip which extends from Tanbark Road to Memory Lane adjacent to the southerly boundary of the subject lot. This utility strip was apparently also dedicated to the City when the Twohy Tract was recorded. The utility strip creates a separation between the subject lot and the lot immediately to the south, Tax Lot 3500 which belongs to the party interested in purchasing the subject lot.

Options listed below are options we have reviewed and are not recommending.

1. Retain the property

Memorandum

TO: Mayor, City Council

FROM: Tom Weldon, City Manager

DATE: June 5, 1996



Issue: PROPOSED HORSESHOE COURT - AZALEA PARK

Synopsis: Attached is the map showing the proposed horseshoe court area at Azalea Park.

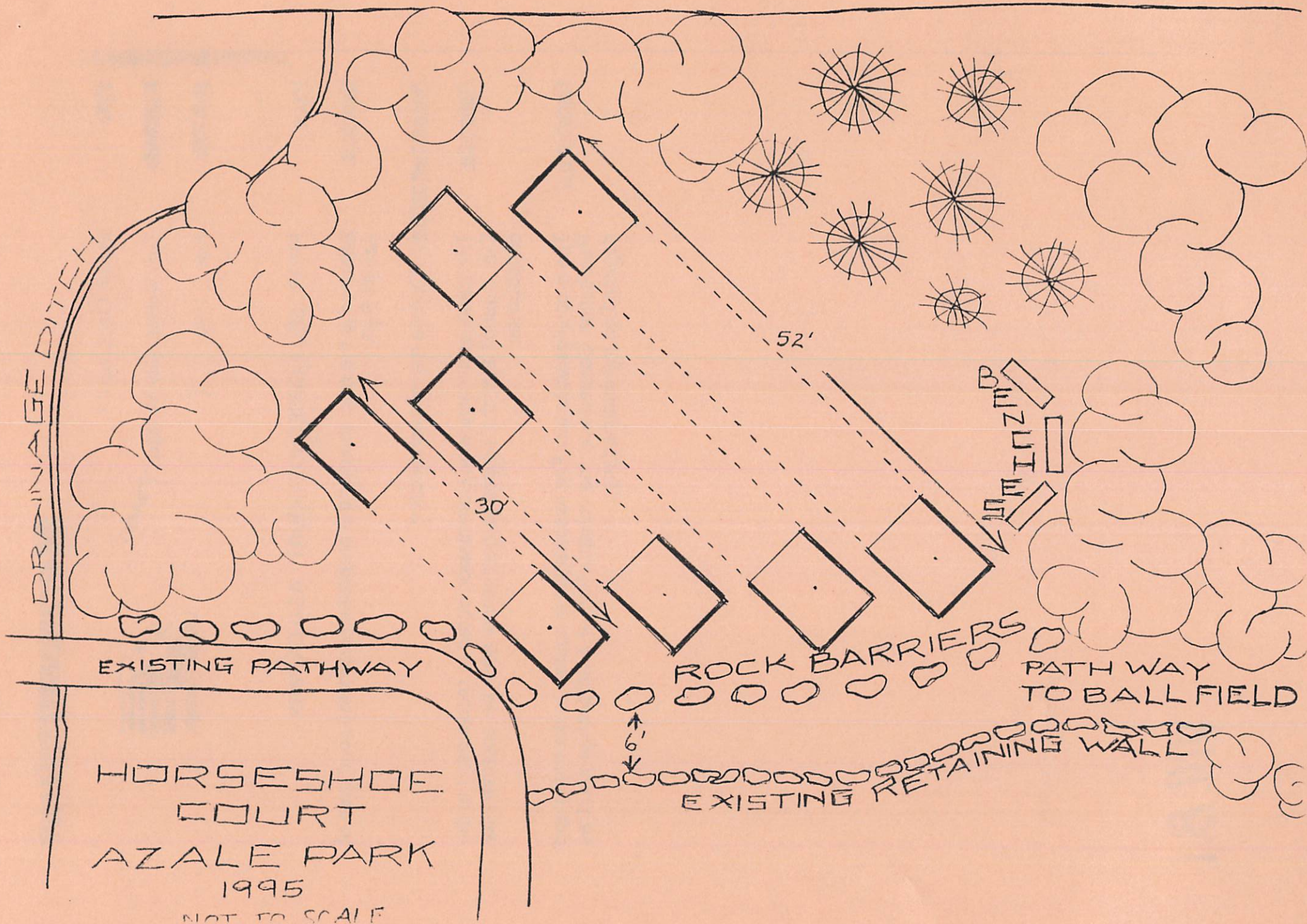
Recommendation: Approve the horseshoe court.

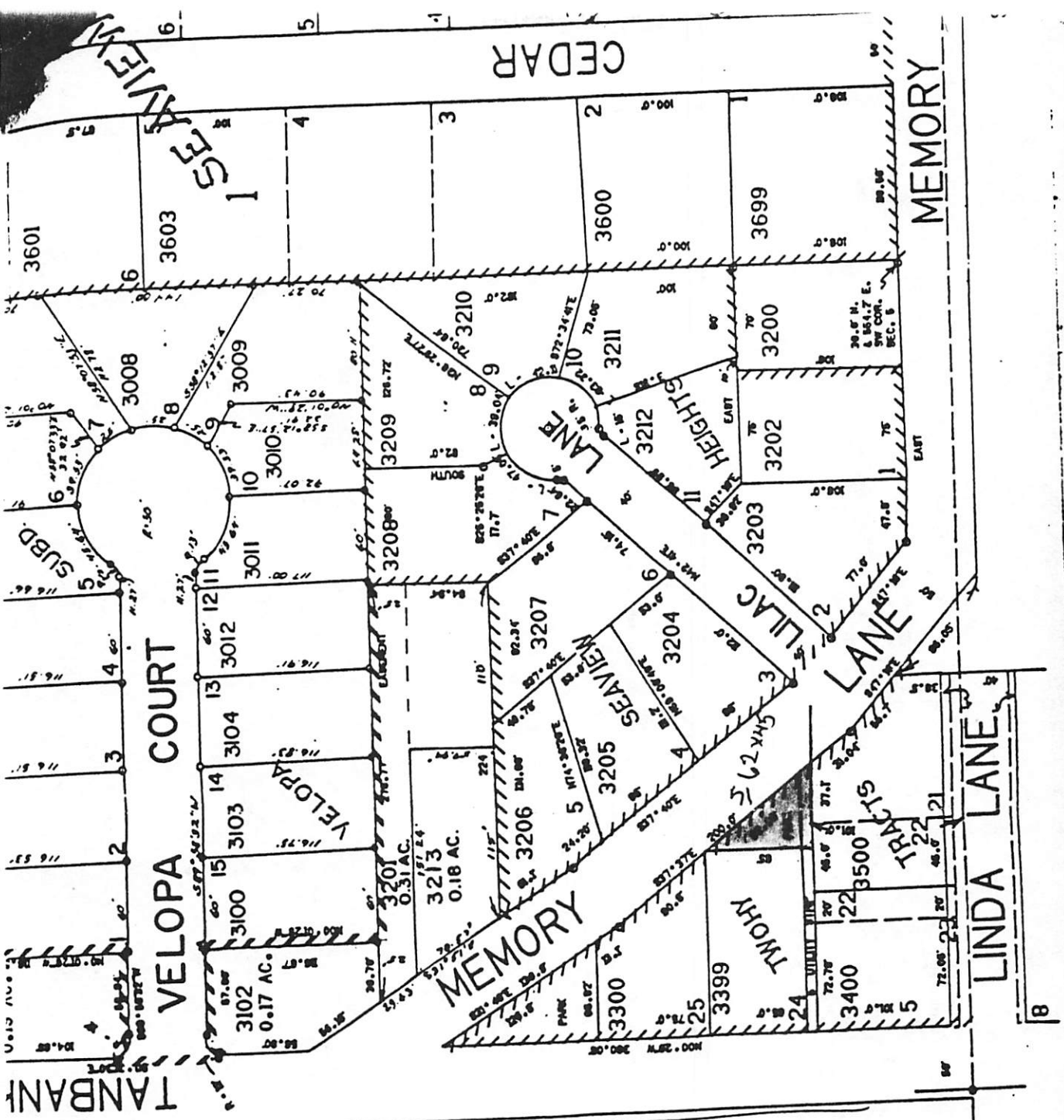
Rationale: The Parks and Recreation Commission voted to recommend to the City Council that the proposed horseshoe area be approved for construction.

Background: The Brookings Volunteer Fire Association proposed to the Parks and Recreation Commission the construction of a horseshoe court as depicted on the attached map.

VIII.B.1

LUNDEEN RD





Letter to City Brooking
 to City Mgr.
 offer \$500.00 - maintenance problem -
 procedure to deed land to us.
 (lot split etc.)

Memorandum

TO: Mayor, City Council
FROM: John Biscoff Planning Director
THROUGH: Tom Weldon, City Manager
DATE: June 5, 1996 (Revised from April 29, 1996)



Issue: Transportation Growth Management (TGM).

Synopsis: The city has been awarded a \$40,000 grant to undertake a study of the in-fill potential of the urbanized area within and around Brookings and Harbor. The questions raised at the original May 13, 1996 meeting have been addressed and resolved. The Work Program (Exhibit A) has been modified as per the city's request. Although there were questions about the contract, it is in a standard format and changes to it must be approved by the State Attorney General's Office. After discussion with the TGM staff, the city staff is satisfied that the terms of the contract are acceptable as they are presented.

Recommendation: Staff is recommending that the Council approve the intergovernmental agreement.

Rationale: The proposed study will help the city and county make more efficient use of the land within the area and particularly help the city in the process of redevelopment of the old commercial area.

Background: The city has been awarded a grant of approximately \$40,000 by the Oregon Transportation Growth Management Program which is a joint program of the Department of Transportation and Department of Land Conservation and Development. The grant will be used to hire a consultant to undertake a study of the urbanized area around Brookings and Harbor to determine the ability of the lands within the study area to accommodate future development, create policies and strategy to encourage in-fill and sequential development and to create a transportation efficient land use pattern that is less dependent on Highway 101 and promotes walking and bicycling.

The study will examine infrastructure needs, existing land use ordinances and zoning maps to determine if improvements are needed to facilitate and enhance the recommendations that come from the study. The study will be a joint effort of the city county and the TGM program. The project will consist of a Citizens Advisory Committee (to be established) and a staff

management team consisting of two city staff, two county staff and a TGM representative. The city will be the grant administrator.

The state sent out a RFP to a number of consulting firms for all of the studies that are being started in the state. The city received eight responses which staff has reviewed and reduced to three to be interviewed. The expected interview date will be May 13, 1996. The city must accept and sign the attached intergovernmental agreement prior to hiring the consultant. The county must also sign an agreement. Also attached is a copy of the grant work program for your review.

Options/Alternatives: The following options or alternatives were considered and rejected as not being in the city's best interest:

Not participating in the grant.

INTERGOVERNMENTAL AGREEMENT

City of Brookings and Curry County, Brookings/Harbor Urban Growth Management

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"; and City of Brookings and Curry County, hereinafter referred to as "Grantee".

RECITALS

1. The Transportation and Growth Management Program, hereinafter referred to as the "TGM Program", is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objectives of these projects are to better integrate transportation and land use planning and develop new ways to manage growth to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. The Transportation and Growth Management Program is financed with federal Intermodal Surface Transportation Efficiency Act (ISTEA), Oregon Lottery, and local government funds. Lottery funds are used as match for ISTEA funds.
4. Per ORS 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that either party to the agreement, its officers, or agents have the authority to perform. Grantee is legally able to enter into this agreement.
5. Funding Assignments/Definitions:
 - a. The **grant amount** is the sum of the **grantee amount** and the **personal services contract** amount. The grant amount is limited to \$40,000.
 - b. The **grantee amount** is the maximum amount reimbursable to Grantee. It is limited to \$0 for the work described in Exhibit A, attached hereto and which by this reference is made a part hereof;
 - c. The **personal services contract amount** is the maximum amount payable by ODOT to a personal service contractor or contractors. It is limited to \$40,000 for the work described in Exhibit A. Contractor shall be under contract with ODOT;
 - d. Grantee **matching cost** is 10.27% of the total project cost described in Exhibit A. The required grantee matching cost is limited to \$4,578.
 - e. The **total project cost** is the sum of qualified costs, including **matching costs**, incurred by the Grantee for this project plus qualified costs incurred by any consultant(s) engaged by ODOT for this project.

- f. **Qualified costs** are direct project costs, including matching costs, incurred by the grantee between the beginning and ending date of this agreement. Councils of government that have federally approved indirect cost plans may charge indirect costs.
 - g. **Direct project costs** are limited to costs directly associated with the project. These may include salary and benefits of personnel assigned to the project, supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not direct project costs.
6. The beginning date of this agreement is that date on which all parties have signed. The ending date is June 30, 1997.

The parties agree as follows:

GRANTEE OBLIGATIONS

1. Grantee shall perform the work and provide the products described in Exhibit A.
2. Grantee shall present cost reports, reimbursement requests, progress reports, and work products to ODOT's grant manager no less than every other month. Grantee shall not submit requests for reimbursement that exceed the **grantee amount**. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.
3. Grantee agrees to cooperate with ODOT grant manager. At the request of the grant manager, Grantee agrees to:
 - a. Meet with the Grant Manager;
 - b. Form a project steering committee to oversee the project;
 - c. Include the Grant Manager on the project steering committee.
4. Grantee agrees to keep cost records for three years following the date of final reimbursement pertaining to the work covered by this agreement available for inspection by representatives of ODOT. Grantee shall give copies of such records to ODOT, when requested.
5. Grantee shall not enter into any subcontracts to accomplish work described in Exhibit A, except when written approval is first obtained from ODOT.
6. If ODOT engages a personal services contractor to accomplish work described in Exhibit A, Grantee shall perform the following:

- a. Provide ODOT's grant manager with the opportunity to participate in the personal services contractor selection.
 - b. Select personal services contractor(s) in accord with ODOT procedures, and advise ODOT of Grantee's recommendation;
 - c. Provide ODOT's grant manager with the opportunity to review and approve personal services contractor's work, billings and progress reports; and,
 - d. Provide a project manager to:
 - i. be the Grantee's principal contact person for the ODOT grant manager and the personal services contractor;
 - ii. monitor and coordinate the work of the personal services contractor;
 - iii. review billings and progress reports submitted by the contractor; and
 - iv. advise ODOT's grant manager regarding payments to the personal services contractor.
7. Grantee shall be responsible for nonqualifying costs associated with the work described in Exhibit A and any costs above the grantee amount.
8. Grantee may copyright materials developed under this agreement. ODOT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.
9. Grantee shall ensure that products produced under this grant include the following statement:

This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. TGM grants rely on federal Intermodal Surface Transportation Efficiency Act and Oregon Lottery funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

10. Grantee shall submit two copies of all final products produced in accord with this agreement to ODOT's grant manager, unless otherwise specified in Exhibit A. Grantee shall also submit to ODOT's grant manager all final products produced using generally available word processing or graphics programs for personal computers via e-mail or on IBM-compatible 3.5" computer diskettes. The Oregon Department of Land Conservation and Development may display appropriate products on its "home page".

11. Grantee shall submit to ODOT's grant manager all reimbursement claims within 60 days after the agreement ending date.
12. Within 60 days after the agreement ending date, Grantee shall provide, in a format provided by ODOT, a completion report. The report shall contain:
 - a. A summary of qualified costs incurred for the project, including reimbursable costs, matching costs, and personal services contract costs;
 - b. The intended location of records (which may be subject to audit); and,
 - c. A list of final products.
13. Within 60 days after the agreement ending date, Grantee will pay to ODOT 10.27% of the **total cost of the project**, less reported qualifying **matching cost**. ODOT will use any funds paid to it under this paragraph to substitute for an equal amount of federal ISTEA funds used for the project.
14. Grantee shall be liable for all pension and employee welfare costs, applicable taxes and withholdings, plus all other amounts and will be subject to state laws (ORS 279.312, 279.314, 279.320 and 279.555).
15. Grantee and its employees are subject to civil rights laws, including Title II of the Americans with Disabilities Act (PL No. 101-336) and ORS 659.425.
16. Grantee, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
17. Grantee agrees to comply with applicable federal, state, and local laws and ordinances.

ODOT OBLIGATIONS

1. ODOT shall reimburse Grantee for **qualified costs** for work described in Exhibit A, up to the **grantee amount**. ODOT reserves the right to withhold final payment equal to 10% of the total grantee amount until all required work is completed and accepted by the ODOT's grant manager.
2. ODOT shall limit reimbursement of travel claims in accordance with current State of Oregon Accounting Manual General Travel Rules, effective the date this agreement is completely signed.

3. ODOT certifies that funds are authorized for expenditure to finance costs of ODOT's portion of this agreement within appropriation or limitation of current biennial budget.
4. ODOT will provide Grantee the statements of proposals for the grantee's project that meet the minimum requirements of the *Request for Proposals: Transportation and Growth Management Grant Projects, January 1996*.
5. If ODOT engages a personal services contractor to perform work described in Exhibit A, it agrees to pay personal service contractor, up to the **personal services contract amount**.
6. ODOT will assign a grant manager for this agreement. The Grant Manager shall be ODOT's principal contact person regarding administration of this agreement.
7. If ODOT engages a personal service contractor to complete work shown in Exhibit A, the Grant Manager shall:
 - a. At his/her discretion, participate in selection of a personal services contractor, monitor personal services contractor's work, and review and correct personal services contractor billings and progress reports;
 - b. Prepare a contract and supporting exhibits on forms provided by ODOT.

GENERAL PROVISIONS

1. Minor adjustments may be made to the work program specified in Exhibit A with the written consent of ODOT's grant manager. A minor adjustment is one that does not materially alter the objectives or products of the grant project. Budget modifications and major adjustments in the work program must be processed as an amendment to the agreement.
2. This agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person. ODOT may terminate this agreement effective upon delivery of written notice to Grantee, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:
 - a. Failing to complete work tasks in Exhibit A within the time specified in this agreement, including extensions;
 - b. Failing to perform any of the provisions of this agreement;
 - c. Failing to correct stated above failures within 10 days of receipt of written notice, or date specified by ODOT in written notice, if granted an extension of time to perform adequately according to ODOT's desires.

3. ODOT, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Grantee which are directly pertinent to the specific grant for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final reimbursement. Copies of applicable records shall be made available upon request. ODOT will reimburse the cost of copies.
4. As federal funds are involved in this grant, EXHIBITS B and C are attached hereto and by this reference made a part of this agreement and are hereby certified to by grantee's representative.
5. All agreement provisions were approved as to legal sufficiency on January 19, 1996, by Dale K. Hormann, Assistant Attorney General.

On April 12, 1995, the Oregon Transportation Commission adopted Delegation Order 2, which became effective May 1, 1995. The Order grants authority to the Branch Managers to approve and execute agreements for work in the current Statewide Transportation Improvement Program or approved work plan budget.

GRANTEE

City of Brookings

By _____
(Official's Signature)

(Printed Name of Official)

Date: _____

Curry County

By _____
(Official's Signature)

(Printed Name of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Transportation Development Branch

By _____
Ron Schaadt, Interim Manager

Date: _____

Exhibit A
BROOKINGS/HARBOR
URBAN GROWTH MANAGEMENT GRANT

This project consists of three integrated components: preparation of plans, agreements, and regulations; coordination of the planning process and plan products with past, existing and ongoing planning efforts; and participation of technical advisors, citizens and elected/appointed officials throughout the process. The primary objective of this work is to assist the City of Brookings and Curry County (the Harbor area) in the planning for, and management of, growth (including agreements, plans and regulations) in the Brookings Harbor urban growth boundary. This project is intended to be consistent with, and support, the periodic review work program for the Brookings - Harbor UGB. Summary:

- A. PLANS, AGREEMENTS AND REGULATIONS:** Prepare, in adoption-ready format, agreements, plan amendments and city and county regulations for the Brookings/Harbor study area:
1. future land use plan map and policies, with an emphasis on infill and redevelopment, and implementing regulations.
 2. urban service agreements for urban services and facilities in the Brookings - Harbor urban growth boundary.
- B. COORDINATION:** Coordinate preparation of the Brookings/Harbor strategy with past, existing and ongoing efforts:
1. the UGB-wide planning effort for the area within the Brookings/Harbor urban growth boundary
 2. periodic review
 3. the city's transportation system plan
- C. PARTICIPATION:** Involve all appropriate technical advisors, citizens and officials in the process through participation and review processes:
1. technical advisory committee (TAC) to include City of Brookings, Curry County, Harbor Water District, Harbor Sewer District, and others as appropriate
 2. citizen advisory committee (CAC)
 3. planning commissioners and elected officials of the city and county
 4. ODOT, DLCD, TGM representatives as appropriate

WORK PROGRAM

BROOKINGS/HARBOR URBAN GROWTH MANAGEMENT GRANT

A. PLANS, AGREEMENTS AND REGULATIONS

Objectives:

- encourage residential and non-residential infill and redevelopment of the "study area."
- promote "sequential" development, or new development that is physically contiguous or in close proximity to existing urbanized areas.
- develop a "transportation efficient land use" pattern that is less dependent on Highway 101 and that uses the local street network, and promotes walking and bicycling.
- prepare and negotiate urban service agreements that will provide for urban facilities and services to support the planned residential and non-residential land uses called for in the proposed future land use plan.
- assist in the identification of short-term urban facilities needed to serve areas within the UGB targeted for development in the short-term.
- use facility investment as a mechanism for promoting the sequential development called for in the land use plan.

Tasks:

1. Define the study area. The study area will include the currently urbanized area and other areas as considered appropriate by the city and county.

Labor: City: 4 hours; County: 4 hours.
Product: Map of study area.
Schedule: July 1996

2. Determine the ability of the lands within the study area to accommodate future development.

- a) Utilize the existing vacant lands inventory to determine suitability of vacant, underdeveloped and redevelopable sites. The term "underdeveloped" is defined as the community's determination of urban densities. The term "redevelopable" will also be defined by the community. The inventory will be supplemented to provide a list of sites with supporting information (zoning, acreage, slope limitations, etc.).

Labor: City: 4 hours; County: 4 hours; Consultant: 32 hours.
Product: Updated list of vacant lands with supporting
information (consultant).
Schedule: July 30, 1996.

- b) Identify proposed land uses (preliminary) for each site in the study area, based on a list of criteria for each type of land use or from applicable comprehensive plan policies. The list of criteria will be developed by the community based upon the city and county comprehensive plans and ordinances.

Labor: City: 6 hours; County: 6 hours; Consultant: 30 hours.
Product: List of criteria for each type of land use (city/county);
preliminary draft of future land use plan for the study
area (consultant).
Schedule: August 30, 1996.

3. Prepare a future land use plan map and policies for the study area, in a format ready for adoption, to include the following:

- a) future land use plan map in format ready for adoption.

Labor: City: 4 hours; County: 4 hours; Consultant: 30 hours.
Product: Future land use plan map graphic in reproducible
format ready for adoption (consultant).
Schedule: October 30, 1996.

- b) policies to encourage infill and redevelopment.

Labor: City: 4 hours; County: 4 hours; Consultant: 24 hours.
Product: Written policies that encourage infill and
redevelopment, in format ready for adoption
(consultant).
Schedule: October 30, 1996.

4. Prepare zoning map and regulations, in format ready for adoption, for both the city and the county, to implement the proposed land use plan, including the following:

- a) regulatory provisions to encourage infill development, such as "flag lots," reduced lot widths, etc., as may be considered appropriate by the city and county.

b) the city and county, with input from the consultant, will identify areas where minimum density zoning may be appropriate and the consultant will prepare land use regulations to be included if the minimum density zoning concept is considered feasible by the city and county.

c) hillside development standards, based on the existing city ordinance and expanded if necessary. The city and county will work to bring consistency between their hillside development standards.

d) zoning map.

For tasks 4.a), b), c), and d):

Labor: City: 20 hours; County: 20 hours; Consultant: 85 hours.

Product: Amendments to land use regulations for both the city and county, in adoption-ready format, including regulations promoting infill, minimum density requirements, hillside development standards, and zoning map in reproducible format (consultant).

Schedule: January 30, 1997.

5. Consistent with the periodic review work program for the Brookings - Harbor urban growth boundary, prepare and negotiate urban service agreements between/among urban service districts, the City of Brookings, and Curry County, as appropriate. This task may include any of the subtasks described below, as necessary to prepare urban service agreements:

a) review of existing facility master plans.

b) written agreement on the providers and service area boundaries for urban services within the Brookings - Harbor urban growth boundary facilities (water, sanitary sewer, storm drainage and transportation facilities) needed to serve the development called for in the proposed future land use plan.

c) determination of existing/ proposed level of service standards for each facility.

d) identification of capital facilities needed to serve the development planned for the study area and the UGB as may be appropriate.

Labor: City: 16 hours; County: 10 hours; Consultant: 176 hours.
Products: Memorandum or report summarizing existing facility master plans, identifying level of service standards; identifying new projects need to serve the short-term development, and a capital improvement program in format ready for adoption which lists projects, costs, and funding sources (consultant).
Schedule: March 30, 1997.

B. COORDINATION

Objectives:

- Ensure that the project is carried out consistent with the city's periodic review process and work program.
- Review for consistency with the city's existing transportation system plan.

Tasks:

1. Review past and existing planning efforts to promote coordination and consistency, throughout the planning process.

Labor: City: 4 hours; County: 4 hours; Consultant: 12 hours.
Products: Memoranda or other evidence of coordination (consultant).
Schedule: Ongoing during project.

2. Meet with appropriate representatives to coordinate tasks with the periodic review work program.

Labor: City: 12 hours; County: 12 hours; Consultant: 12 hours.
Products: Memoranda or other evidence of coordination (consultant).
Schedule: Ongoing during project.

C. PARTICIPATION

Objectives:

- Ensure adequate technical input from all local governments and special districts involved, throughout the planning process.
- Encourage adequate input from citizens, throughout the planning process.
- Encourage an appropriate level of support by the elected local officials of the city and county.

Tasks:

1. Convene and consult a technical advisory committee (TAC) throughout the process.

Labor: City: 26 hours; County: 26 hours; Consultant: 16 hours.
Product: Memoranda summarizing meetings (city/county).
Schedule: Ongoing throughout project.
2. Convene and consult a citizen advisory committee (CAC) throughout the process.

Labor: City: 26 hours; County: 26 hours; Consultant: 16 hours.
Product: Memoranda summarizing meetings (city/county; consultant).
Schedule: Ongoing throughout project.
3. Hold public workshops/education sessions.

Labor: City: 6 hours; County: 6 hours; Consultant: 15 hours.
Products: Minutes of public workshops (city/county).
Schedule: To be determined.
4. "Brief" the members of the city and county planning commissions and the city council and county board at least once every 90 days during the planning process.

Labor: City: 2 hours; County: 2 hours; Consultant: 12 hours.
Products: Agenda of meeting and/or minutes of the meeting (city/county).
Schedule: To be determined.
5. Hold public hearings before the city and county planning commissions.

Labor: City: 4 hours; County: 4 hours; Consultant: 8 hours.
Products: Minutes of public hearings (city/county).
Schedule: To be determined.
6. Hold public hearings before the city council and county board.

Labor: City: 4 hours; County: 4 hours; Consultant: 8 hours.
Products: Minutes of public hearings (city/county).
Schedule: To be determined.

SUMMARY OF ESTIMATED LABOR HOURS BY TASK

TASK REFERENCE	CITY	COUNTY	CONSULTANT
Define study area (A.1.)	4	4	0
Vacant lands inventory (A.2.a.)	4	4	32
Preliminary land uses (A.2.b.)	6	6	24
Future land use plan map (A.3.a.)	4	4	30
Infill and redevelopment policies (A.3.b.)	4	4	24
Zoning map and regulations, city and county (A.4.)	20	20	85
Urban service agreements (A.5.)	22	16	176
Coordination (B.1. and B.2.)	16	16	24
Technical Advisory Committee meetings (C.1.)	26	26	16
Citizen Advisory Committee meetings (C.2.)	26	26	16
Public workshops/education (C.3.)	6	6	15
Brief city/county officials (C.4.)	6	6	12
Public hearings, planning commissions (C.5.)	4	4	8
Public hearings, city council and county board (C.6.)	4	4	8
TOTAL	152	146	470

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Revised June 4, 1996

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or

contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result

in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction,

unless authorized by the Department or agency entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation

in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been

at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.

3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive

bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by

Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraph 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 23 or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (Department) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**MINUTES
CITY OF BROOKINGS
SPECIAL COMMON COUNCIL MEETING
May 23, 1996
1:00 P.M.**

I. CALL TO ORDER

Mayor Tom Davis called the meeting to order at 1:14 p.m.

II. ROLL CALL

Council Present: Mayor Tom Davis, Councilors Larry Curry, Bob Hagbom, Nancy Brendlinger

Council Absent: Councilor Dave Scott, Ex-Officio Councilor Marcy Wallace

Staff Present: City Manager Tom Weldon, Community Development Director Leo Lightle, Administrative Assistant Donna Van Nest, Chief Treatment Plants Operator Mike Kelley, Brown and Caldwell Engineering Representative John Holroyd

DEQ Representatives Present: Reuben Kretschmar, John Gasick

III. COUNCIL DELIBERATION

Mayor Davis stated that the purpose of the Special Council Meeting is to discuss the process of looking into language agreeable to both the City of Brookings and the Department of Environmental Quality for the Mutual Agreement and Order (MAO).

Community Development Director Leo Lightle introduced John Holroyd, Project Manager, Brown and Caldwell Engineering. John gave a brief presentation of the background of the wastewater treatment plant problems and the proposed solutions.

John Gasick, Department of Environmental Quality, went through the proposed MAO by Section with the Council and audience for clarification.

Several items on the proposed MAO were left blank while staff and DEQ research answers to those items. It is expected the proposed complete MAO will be ready for the Council to consider at their June 10 meeting.

IV. ADJOURNMENT

Councilor Brendlinger moved, Councilor Hagbom seconded and the Council voted unanimously to adjourn at 2:56 p.m.

Tom Davis
Mayor

BROOKINGS MUNICIPAL COURT MONTHLY REPORT

MAY 1988

	<u>BAILS</u>	<u>TRAFFIC</u>	<u>OTHERS</u>	<u>DUI CON</u>	<u>DUI DIV</u>	<u>TOTALS</u>
COLLECTED	<u>\$2,283.00</u>	<u>\$2,985.00</u>	<u>\$896.00</u>	<u>\$969.00</u>	<u>\$1,288.00</u>	<u>\$8,421.00</u>
FINES	\$511.00	\$1,858.00	\$354.00	\$525.00	\$501.00	\$3,747.00
COSTS	\$162.50	\$165.00	\$281.00	\$0.00	\$0.00	\$608.50
PA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LEMA	\$11.00	\$28.00	\$6.00	\$10.00	\$0.00	\$55.00
INTX	\$0.00	\$0.00	\$0.00	\$50.00	\$110.00	\$160.00
D.M.V.	\$0.00	\$0.00	\$0.00	\$182.00	\$0.00	\$182.00
M.H.	\$0.00	\$0.00	\$0.00	\$0.00	\$277.00	\$277.00
SA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COUNTY	\$131.00	\$308.00	\$53.00	\$108.00	\$0.00	\$598.00
ATC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CFAA	\$250.00	\$574.00	\$109.00	\$84.00	\$400.00	\$1,417.00
REST.	\$0.00	\$55.00	\$83.00	\$0.00	\$0.00	\$148.00
DUE CITY						\$4,355.50
REFUND	\$1,117.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1,117.50

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For Month of May, 1996

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
3	Single Family Dwelling	\$1,756.50	\$1,141.00	\$87.83	\$7,671.00	\$481,379.00	11	\$1,485,352.10	18	\$1,990,946.00
6	Single Family Addition	\$596.50	\$331.50	\$29.83	\$0.00	\$84,280.00	16	\$154,330.00	17	\$228,235.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6	\$49,144.00	9	\$73,808.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$154,370.00	2	\$305,161.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$1,487,885.00	0	\$0.00
1	Commercial New	\$753.00	\$490.00	\$37.65	\$6,808.00	\$227,212.00	5	\$592,140.00	1	\$44,455.00
1	Commercial Addition-Change	\$17.50	\$11.00	\$0.88	\$0.00	\$1,000.00	4	\$19,634.76	11	\$130,481.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$7,000.00
1	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$0.00	2	\$0.00
1	Misc.-Retaining Wall-Fence	\$10.00	\$5.00	\$0.50	\$0.00	\$500.00	5	\$10,000.00	0	\$0.00
13	Total Building Permits	\$3,133.50	\$1,978.50	\$156.68	\$14,479.00	\$794,371.00	54	\$3,952,855.86	61	\$2,780,086.00
6	Mechanical Permits	\$164.50	N/A	\$8.23		N/A	13	N/A	12	N/A
4	Plumbing Permits	\$216.65		\$10.83	\$0.00	N/A	9	N/A	16	N/A
0	Manufactured Home Permits	\$0.00		\$0.00	\$0.00	N/A	1	N/A	1	N/A
23	TOTAL PERMITS	\$3,514.65	\$1,978.50	\$175.73	\$14,479.00	\$794,371.00	77	\$3,952,855.86	90	\$2,780,086.00

During the Month of May, 1996, permits were issued for 6 new sewer connections. The City of Brookings now has 501.41 EDU Units connected to the Brookings Wastewater System.