


AGENDA
City of Brookings
Special Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, July 7, 2008 4 p.m.

- I. Call to Order
- II. Roll Call
- III. Regular Item
 - A. Discussion and possible approval for staff to apply for Youth Legacy Program Grant.
- IV. Executive Session
 - A. Under the authority of **ORS 192.660(2)(i)**, Council will meet in the City Manager's Office in Executive Session to conduct its annual review and evaluation of the City Manager's employment-related performance, as required by Chapter 2.05.240(B) of the Brookings Municipal Code.
- V. Remarks from Mayor and Council
- VI. Adjournment

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 7, 2008

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution Authorizing Youth Legacy Project Grant Application

Recommended Motion: Motion to adopt Resolution 08-R-902 authorizing City Manager to submit a grant application under the Oregon Department of Parks and Recreation Youth Legacy Project program.

Financial Impact: the City, through its Urban Renewal Agency, has already committed \$17,000 to fund a portion of this project; these funds would be used as a local match.

Background/Discussion:

The Oregon Department of Parks and Recreation is soliciting applications for funding under the Youth Legacy Program. This is a one-time program with a maximum grant of \$50,000. To be competitive, projects must include elements such as youth involvement, promoting outdoor activities for youth, and forestry related activities.

For this project, management has combined the construction of the multipurpose field with a trail restoration/reforestation project at Azalea Park. The interpretive trail and reforestation activities would be located in the area of the park which was disrupted by the treatment for Sudden Oak Death disease. A portion of the funds would be used in funding construction of the multipurpose field proposed by the Youth Soccer League.

The Urban Renewal Agency had already approved participation in the multipurpose field project by funding \$17,000 toward the installation of water service to the field.

Grant applications are due July 11. The application is still under construction and will be completed prior to the due date. The Parks and Recreation Commission recommended approval of the application at their meeting of June 26.

Attachment(s): 1) Resolution
2) Grant Application

**Immediately following the workshop, Council will meet IN AND FOR THE
CITY OF BROOKINGS
STATE OF OREGON**

**IN THE MATTER OF A RESOLUTION
AUTHORIZING THE CITY OF
BROOKINGS TO APPLY FOR A YOUTH
LEGACY PARK GRANT FROM THE
OREGON PARKS AND RECREATION
DEPARTMENT FOR IMPROVEMENTS AT
AZALEA PARK AND DELEGATING
AUTHORITY TO THE CITY MANAGER
TO SIGN THE APPLICATION.**

Resolution 08-R-902

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Youth Legacy Park Grant Program; and

WHEREAS, the City of Brookings desires to participate in this grant program to the greatest extent possible as a means of providing needed park and recreation, improvements and enhancements; and

WHEREAS, this project will enhance outdoor recreational activities for youth and provide forest practices education for youth; and

WHEREAS, the applicant hereby certifies that the matching share for this application is readily available at this time;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that the City Manager is hereby authorized to apply on the City's behalf for a Youth Legacy Park Grant from the Oregon Parks and Recreation Department in the amount of \$50,000 for the Azalea Park Youth Legacy Project as specified above.

Adopted by Council on July 7, 2008.

Dated and signed this _____ day of _____.

Attest:

Mayor Larry Anderson

City Recorder Joyce Heffington



Nature
HISTORY
Discovery

Youth Legacy Park Application Forms



Applications must be mailed to:

Oregon Parks and Recreation Department

Youth Legacy Park Grants Program

Attention: Michele Scalise

725 Summer St. NE, Suite C

Salem OR 97301

E-Mail: michele.scalise@state.or.us

If you have any questions please call (503) 986-0708.

**YOUTH LEGACY PARK GRANT PROGRAM
APPLICATION CHECKLIST**

Name of Project Sponsor: City of Brookings

Name of Project: Azlaea Park Youth Legacy Type of Project Trail/Multipurpose Field

A complete application includes the application forms and attachments. Please indicate in the space at the left of each item, that it has been enclosed.

COMPLETED APPLICATION PACKET:

- Cover Letter
- Completed Application Checklist
- Application Forms - required pages have been filled out, including the date and signature of an authorized official. See Section 2 of Grants Manual
- Park Vicinity Maps (See Section 2.2 A)
- Park Boundary Map/Site Plan (See Section 2.2 B)
- Construction Drawings/Floor Plans (See Section 2.2 C) (Required only for eligible support facilities)
- State Natural Resource Agency Comments (See Section 2.2 D)
- Property Deed/Lease Agreement (See Section 2.2 E)
- Preliminary Title Report (See Section 2.2 F) (Required only for an Acquisition)
- Appraisal (See Section 2.2 G) (Required only for an Acquisition)
- Planning Department Certification (See Section 2.2 H)
- Resolution to Apply for Grant (See Section 2.2 I)

NUMBER OF COPIES TO SUBMIT:

Submit two (2) single-sided copies of complete application.

Submit 15 copies of maps, color documents and any document over (8 ½ x 11) in size.

Documents over 8 ½ x 11" must be folded to (8 ½ x 11) by the applicant.

No documents should be over 11" x 17".

DO NOT PUT APPLICATION PACKETS IN NOTEBOOKS OR FOLDERS. FASTEN IN UPPER LEFT HAND CORNER.

More Information:

The Youth Legacy Park grant program is a unique and one-time program. The intent is to provide as much flexibility as possible to the Project Sponsor so that they may develop a project capturing young people's attention and involvement with nature in Oregon's parks.

In general, the same principals that guide the Local Government Grant Program (LGGP) will guide the Youth Legacy Park grant program. Responsibilities by the Project Sponsor such as project grant agreements, inspections, billing processes, post completion responsibilities, etc., will be similar to the LGGP. The LGGP manual can be found at:

http://egov.oregon.gov/OPRD/GRANTS/local_more.shtml#materials

**GRANT APPLICATION
YOUTH LEGACY PARK GRANT PROGRAM**

1. PROJECT SPONSOR INFORMATION		Federal Tax ID#:	93-6002703
Project Name: Azalea Park Youth Legacy		Project Sponsor:	City of Brookings
Contact Person Name: Gary Milliman			
Address: 898 Elk Drive Brookings, OR 97415		E-Mail Address:	gmilliman@brookings.or.us
Telephone No.: 541-469-1101		Fax No.:	541-469-3650
2. PROJECT TYPE AND GRANT REQUEST			
Type of Project: <input checked="" type="checkbox"/> Development <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition			
Type of Applicant: <input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Park & Rec District <input type="checkbox"/> Port <input type="checkbox"/> METRO			
Project Grant Request \$ 50,000			
Payments should be sent to address: City of Brookings		Address: 898 Elk Drive Brookings, OR 97415	
3. PROJECT DESCRIPTION: (Concise description of the work elements to be completed)			
Develop Sudden Oak Death Disease interpretive trail, reforest area treated for Sudden Oak Death, construct multipurpose sports/event field, parking improvements; youth education on forest practices, trail development.			
4. PROJECT SITE/LOCATION/OWNERSHIP:			
Site Name: Azalea Park		Size of Property: 33.2 acres	
Location Information: Cape USGS Quad Ferrello : Township 41 : Range 13 : Section 05			
Owner: City of Brookings		US Congressional District: Oregon Legislative Districts:(H) (S)	
Site Description: Flat to sloping area of Azalea Park, open to forested			
City/Town: Brookings		County: Curry	
DRIVING INSTRUCTIONS:			
State Highway 101, turn left onto Constitution Way, left on Old County Road to South entrance of Azalea Park.			
5. Project Land is Controlled by: (attach documentation)			
<input checked="" type="checkbox"/> Fee Simple			
<input type="checkbox"/> Lease			
<input type="checkbox"/> Easement			
<input type="checkbox"/> Other _____			

6. Youth Involvement: To what extent does the project increase young people's involvement in the outdoors, through planning, hands-on experience and development, and recreational opportunities?

Youth will be directly involved in planning and construction of the interpretive trail and reforestation of the area impacted by Sudden Oak Death disease eradication. Youth will learn about the disease, methods being employed to stem the spread of the disease, reforestation methods, public trail development methods and forest science.

Youth will be primary beneficiaries of the multipurpose field development, which will be available for soccer and other sports activities.

7. Needs and Planning: To what extent does the project improve or increase the outdoor recreation opportunities in the local community? Describe and explain the needs and benefits of the proposed project. What local or regional need does it meet and who will be the primary users of the project site? Describe any planning and public involvement efforts that led to the selection of the project, including citizen involvement through public workshops and public hearings, park board and local citizen advisory committees in the development of local park plans.

Project restores and improves walking/jogging trail at Azalea Park, which was destroyed/degraded during eradication of trees infected with Sudden Oak Death disease. Project includes reforestation of treated area and construction of multipurpose athletic field adjacent to forest area. City conducted public workshops in 2007 on Master Planning for Azalea Park, development of multipurpose field and trail improvements were among the outcomes from the park planning effort. City Park and Recreation Commission approved the Master Plan for park including these projects.

Azalea Park serves as a regional parks and recreation facility for Southern Curry County. It provides a mix of active and passive recreation activities/facilities including two softball fields, concert area with bandstand, children's play apparatus, heritage Azalea field, volleyball court, botanic garden and forest area. This project will address the regional need for a multipurpose field (soccer and outdoor events) and an interpretive trail explaining the impacts and treatment methods for Sudden Oak Death disease.

8. Partnerships: To what extent does the project involve partnerships with children's groups, other agencies, or entities? To what extent does the project involve donations or funding from other agencies, entities, or groups? Is funding from other agencies, entities, or groups assured?

Partnerships include:

- Oregon Department of Forestry and the Oregon State University Extension who will coordinate the interpretive trail development work and youth education.
- Brookings Harbor Youth Soccer who will organize the development of the multipurpose field and provide youth volunteers for trail development.
- Brookings Urban Renewal Agency will provide funding for water line installation.

Funding is assured.

9. Public Support: To what extent is there local public support for the project through partnerships, local public support, agency support in the formulation of the project through public meetings, public workshops or other methods to gather citizen input or involvement for the proposed project? Please attach letters of support.

Construction of multipurpose field and trail are included in Master Plan for Azalea Park which was developed through a community collaborative effort in 2007 and 2008. Public workshops were held to develop a Master Plan for the park.

10. Sustainability: To what extent does the proposed project use, develop, and protect resources in a manner that enables people to meet current needs and provides that future generations can also meet future needs, from the joint perspective of environmental, economic, and community objectives? To what extent does the project sponsor describe intent, strategies, and long-term management plans? Examples include, but are not limited to, recycling, water quality/conservation, plant conservation, wildlife conservation, energy conservation, pollution control and environmental protection and restoration.

Project restores forest land damaged as a result of Sudden Oak Death disease and treatment for the disease. This will be the first Sudden Oak Death interpretive trail in Oregon. Project will provide ongoing education opportunities on forest practices, impacts of and methods for arresting the spread of Sudden Oak Death disease. Project makes use of existing public land for development of outdoor recreation activities.

11. Source of Donations and Funding: To what extent is local matching donations and/or funds available and their source? What is the local commitment to the project from the local community through donations, agency support, partnerships, etc.? Is project ready to go if request is approved?

- Brookings Harbor Youth Soccer: \$
- City of Brookings: \$
- Brookings Urban Renewal Agency: \$

Project is ready to proceed.

12. FUNDING REQUEST/SOURCE OF FUNDING WORKSHEET

A. Local Government Grant Funding Request

\$ _____

B. Sponsor Match

Cash Appropriations \$ _____

Cash Donations \$ _____

Donated Equipment \$ _____

Donated Labor \$ _____

Donated Land \$ _____

Donated Materials \$ _____

Donated Property Interests \$ _____

*Federal Grant (Name: _____) \$ _____

Force Account – Equipment \$ _____

Force Account – Labor \$ _____

Force Account – Materials \$ _____

*State Grant – Other (Name: _____) \$ _____

Other Grant – (Name: _____) \$ _____

Penal Labor \$ _____

State Revenue Sharing \$ _____

B. TOTAL MATCH FOR SPONSOR \$ _____

C. TOTAL PROJECT COST (A+B MUST EQUAL C) \$ _____

***Other Grant Funding**

Name of Grant:	Agency:
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Type of Grant:	Status of Grant Request: <input type="checkbox"/> Approved <input type="checkbox"/> Pending
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13. SUMMARY OF DEVELOPMENT/REHABILITATION PROJECT ELEMENTS & COST	
1. PROFESSIONAL SERVICES	
A. Pre-agreement Costs	\$
1.	
2.	
B. Construction Plans and Specifications	
1.	\$
2.	\$
2. LAND ACQUISITION	
A. Value of Land Donation	\$
B. Value of Land to be Purchased	\$
C. Appraisals & Boundary Survey	\$
D. Other	\$
3. CONSTRUCTION	
A. Site Preparation	\$
B. Utilities	
1. Water	\$
2. Electric	\$
3. Sanitary Sewer	\$
C. Roads and Parking	\$
D. Restroom Building	\$
E. Recreational Facilities	
1. Picnic Tables	\$
2. Ballfields	\$
3. Hike and Bike Trails	\$
4. Picnic Shelter/Pavilion	\$
5. Playground Equipment	\$
6. Playground Surfacing	\$
7. Landscaping	\$
8. Irrigation	\$
9. Other:	\$
10. Other:	\$
11. Other:	\$
12. Other	\$
TOTAL PROJECT COSTS	\$
GRANT FUNDS REQUESTED	\$
PROJECT SPONSOR MATCH	\$

Please estimate the cost for all work elements of your project. If they are not on the list please feel free to change the list.

<p>14. ACCESSIBILITY FOR PEOPLE WITH DISABILITIES – Please answer the following questions about accessibility.</p>
<p>Does your agency have an ADA Transition Plan and/or Self Certification?</p> <p>No</p>
<p>What is the topography of the project site (flat, hilly, rough or uneven terrain, etc.)?</p> <p>Flat to Sloping</p>
<p>What is the surface of existing or proposed parking areas? How many parking spaces are (or will be) allocated for people with disabilities?</p> <p>As part of project, two asphalt ADA compliant parking spaces will be installed on existing compacted gravel parking lot.</p>
<p>What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park?</p> <p>Less than 3 percent</p>
<p>Do existing areas and facilities within your parks system meet ADA Guidelines for Recreation Facilities?</p> <p>Varies</p>
<p>How will your proposed development or rehabilitation projects be made accessible?</p> <p>Dirt trail will be paved.</p>
<p>How does your agency address special accessibility concerns/needs for people with sight or hearing impaired disabilities?</p> <p>Truncated domes at pedestrian crossings, raised pavement markings</p>
<p>Does you agency have the latest Americans with Disabilities Act Accessibility Guidelines: Recreation Facilities?</p> <p>Yes</p>
<p>For further information contact: DBTAC Northwest <u>ADA</u> Technical Assistance Hotline Toll Free 800-9494232 www.dbtacnorthwest.org Office of Technical and Information Services, Architectural and Transportation Barriers Compliance Board, 1331 F Street, NW, Suite 1000, Washington, DC 2004-1111. Telephone number (202) 272-5434 extension 34 (Voice); (202) 272-5449 (TTY).</p>
<p>The Architectural and Transportation Barriers Compliance Board (Access Board) is in the process of amending the Americans with Disabilities Act Accessibility Guidelines (ADAAG) by adding a new special application section for newly constructed and altered recreation facilities that are not adequately address by the existing guidelines.</p>

15. APPLICATION SIGNATURE

As an authorized representative of City of Brookings, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program. I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Gary Milliman

City Manager

Name

Title

Authorized Representative Signature

Date

541-469-1101

541-469-3650

Telephone Number

Fax Number

Public Copy
Do Not Remove
from Building

AGENDA

COUNCIL WORKSHOP

City of Brookings
Brookings City Hall Council Chamber
898 Elk Drive, Brookings Oregon
Monday July 7, 2008 4:00pm

- I. Call to Order
- II. Roll Call
- III. City Fees
- IV. Seacrest Water Reservoir Project
- V. Biosolids Project Funding
- VI. Adjournment

Brookings Master Fee Schedule DRAFT

KEY: New Increase

<u>Administrative</u>	<u>Fee</u>
<u>Business Licenses</u>	
Annual fee based on total number of employees reported on Form 132	
0-10	60.00
11-25	100.00
26-50	150.00
51-75	300.00
76-100	600.00
101-200	1000.00
> 200	1500.00
Annual fee for businesses located outside City limits	75.00
Carnival and circus	35.00/day
Temporary 90-Day	25.00 or ¼ annual fee (whichever is greater)
Copying of City records < 200 single sided pages (1)	0.25
Copying of City records < 100 double sided pages (1)	0.50
Copying of City records using off-site services (when necessary)	Actual costs + staff time
Certified copies of City records	
First page – single sided	1.00
First page – double sided	2.00
Each additional single sided page	.50
Each additional double sided page	1.00
Driver's License Sanctions	15.00
Duplication of City audio/visual recordings	
Personal Copy	32.00
Certified Copy	40.00
Fax - per single sided page	1.00
GIS Maps – Regular	12.00
GIS Maps – Ortho Background	25.00
GIS Mapping Research/Reports	475.00
Intoxilizer	5.00
Legal review of public records for exempt determination (2)	Actual legal costs
Lien Search	12.50
Liquor License Application – New/Annual Renewal	25.00
Monitoring of public review of City files	35/hour
Notary Services – each signature	5.00
Payment Agreement- Set-up	100.00
Payment Agreement - Maintenance –Annual	50.00
Records Search	35/hour
Returned (NSF) Check	(was 25) 35.00
Taxicab Driver's Permit/ Annual	(was 20) 30.00
Taxicab License/ Per Vehicle, Annual	65.00

Brookings Master Fee Schedule DRAFT

<u>Fire</u>	<u>Fees</u>
Insurance Company Report	100.00
Roadway Washdown	100.00
<u>Parks/Daily Use (3)(4)</u>	<u>Fee</u>
Bandshell/Stage Use/City Resident	40.00
Bandshell/Stage Use/City Non-Profit	20.00
Bandshell/Stage Use/Non-City Resident	50.00
Bandshell/Stage Use/Non-City Non-Profit	25.00
Concession Stand (w/restrooms)	75.00
Concession Restrooms Only	25.00
Folding Picnic Table / per event	20.00
Folding Picnic Table / non-profit rate	10.00
Key replacement	25.00
Park Use/Commercial	
City Resident	
1-100	40.00
>100 / ea. additional 100	40.00
Non-City Resident	
1-5	100.00
6-30	150.00
31-60	300.00
61-100	400.00
>100 ea. additional 100	50.00
Park Use/Standard	
City Non-Profit	
0-200	20.00
201-400	37.00
401-600	75.00
601-1000	125.00
> 1000 / ea. additional 100	20.00
City Residents	
0-200	40.00
201-400	(was 40) 75.00
401-600	(was 40) 150.00
601-1000	(was 40) 250.00
> 1000 / ea. additional 100	40.00
Non-City, Non-Profit	
0-50	20.00
51-100	25.00
101-200	37.50
201-400	75.00
401-600	150.00
601-1000	250.00
>1000/ ea. additional 100	25.00
Non-City Resident	
0-50	40.00
51-100	50.00
101-200	75.00

Brookings Master Fee Schedule DRAFT

201-400	150.00
401-600	300.00
601-1000	500.00
>1000 / ea. additional 100	50.00

Planning

	Fee
Annexation (5)	5000
Appeal to City Council	250
Appeal to Planning Commission	150
Comprehensive Plan Amendment (5)	3590
Conditional Use Permit	2545
Detailed Development Plan (5)	7128
Extension of Time SUB/CUP	245
Final Map Approval	515
Lot Line Adjustment	140
LU Compatibility Statements	40
Major Partition/Subdivision (5)	3000
Master Plan Development (5)	8400
Minor Change	980
Minor Partition	1960
Permit Clearance Review	165
Planned Unit Development (5)	4200
Pre-Application Services (6)	515
Re-Notification	135
Sign Approval (5)	130
Variance	2385
Vacation	2410
Zone Change (without Comp. Plan Amendment)	2690

Police

Fingerprinting – per card	10.00
Intoxilizer	5.00
Police Reports/per report	10.00
Vehicle Towing Fee	100.00
Urinalysis	5.00

Public Works

Inspection (7)	3% of project value
Public Works Plan Review	2% of project value

Swimming Pool Use Fees

Established annually by City Manager or designee.

(1) Large copying projects (>200 single sided pages or 100 double sided pages) will be charged a \$25.00 fee plus a ~~\$.025 or \$.05 charge per sheet~~, per copy charges, or actual copying and labor costs, with prior notification to, and acknowledgement of, the requestor.

(2) Determination of need for legal review must be made by the City Manager.

Brookings Master Fee Schedule DRAFT

- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Non-profit groups holding events in City Parks during City wide events that are fully supported by Public Works staff, such as the Azalea Festival, will have the standard park use, concession stand, and bandshell fees waived.
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly, for staff and/or consultant's time and other associated costs incurred with processing the application (including but not limited to planning, public works, engineering, City administration, legal and inspection services).
- (6) Fee for the first meeting is applied to the application fee. Each pre-application meeting increase the application fee by \$515.00.
- (7) Fee is collected at time of permit issuance.

**Chapter 13.30
ADMINISTRATIVE SERVICES AND CHARGES**

Sections:

- 13.30.010 Creation of fees for services and charges.
13.30.020 Future revisions to fees and charges.
13.30.030 Depositing of funds received.

13.30.010 Creation of fees for services and charges.

The following fees for services and charges are established and will be charged by the city of Brookings:

Fees for Services and Charges		
Copies of City Records	– Single-Sided	\$0.25
	– Double-Sided	\$0.50
Large copying projects will be charged a \$25.00 fee plus a \$0.25 or \$0.50 charge per sheet, or actual copying and labor costs, with prior notification to, and acknowledgement of, the requestor.		
Tapes or DVDs of Meetings		\$32.00
Liquor License	– New Application	\$25.00
	– Renewal	\$25.00
Return Check Charge		\$25.00
Notary		\$5.00
GIS Maps – Regular		\$12.00
GIS Maps – With Ortho Background		\$25.00
GIS Mapping Research/Reports		\$475.00
Police Dept. Charges:		
Driver's License Sanctions		\$15.00
Fingerprinting		\$10.00
Intoxilizer		\$5.00
Police Report Copies		\$10.00
Video/Audio Recording		\$30.00
Fire Dept. Charges:		
Insurance Company Reports		\$100.00
Roadway Wash Downs		\$150.00
Park Use Fees:	City Resident	Noncity Resident
Number of People:		
0 – 50	\$40.00	\$40.00

51 – 100	\$40.00	\$50.00
101 – 200	\$40.00	\$75.00
201 – 400	\$40.00	\$150.00
401 – 600	\$40.00	\$300.00
601 – 1,000	\$40.00	\$500.00
Each Additional 100	\$40.00	\$50.00
Stage Use Fee	\$40.00	\$50.00
Commercial Film Use:		
1 – 5	\$40.00	\$100.00
6 – 30	\$40.00	\$150.00
31 – 60	\$40.00	\$300.00
61 – 100	\$40.00	\$400.00
Each additional 100	\$40.00	\$50.00
Pool Use Fees:		
Pool use fees are established annually by the city manager or their designee.		

[Ord. 06-O-577 § 2.]

13.30.020 Future revisions to fees and charges.

All future revisions to these fees and charges shall be by resolution of the council.

[Ord. 06-O-577 § 2.]

13.30.030 Depositing of funds received.

All funds collected from the fees and charges established herein shall be received by the city finance director and shall be deposited into the appropriate accounts within the general fund. [Ord. 06-O-577 § 2.]

This page of the Brookings Municipal Code is current through Ordinance 08-O-607, passed May 13, 2008.

Disclaimer: The City Recorder's Office has the official version of the Brookings Municipal Code. Users should contact the City Recorder's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.brookings.or.us/>

Code Publishing Company
Voice: (206) 527-6831
Fax: (206) 527-8411
Email: CPC@codepublishing.com

RESOLUTION NO. 06-R-760

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKINGS ESTABLISHING FEES FOR THE PERFORMANCE OF THE ACTIONS AND REVIEWS REQUIRED BY THE BROOKINGS MUNICIPAL CODE, AND REPEALING RESOLUTION NO. 92-R-532.

BE IT RESOLVED by the City Council of the City of Brookings as follows:

Effective July 1, 2006, the following filing fees shall be paid to the City of Brookings at the time of application, and no review or action shall proceed without payment of fees below listed in full, and no part of said fee shall be refundable:

FEE SCHEDULE

(1) Planned Unit Development	\$4,200.00
Variance	\$2,385.00
Conditional Use Permit	\$2,545.00
(1) Comprehensive Plan Amendment	\$3,590.00
(1) Annexation	\$5,000.00
Vacation	\$2,410.00
Appeal To:	
Planning Commission	\$150.00
City Council	\$250.00
Minor Partition	\$1,960.00
(1) Major Partition/Subdivision	\$3,000.00
Minor Change	\$980.00
Lot Line Adjustment	\$140.00
Sign Approval	\$130.00
Extension of Time SUB/CUP	\$245.00
County Referrals - repealed by 07-R-881	\$955.00
(1) Detailed Development Plan	\$7,128.00
Final Map Approval	\$515.00
LU Compatibility Statements	\$40.00
(1) Master Plan Development	\$8,400.00
Permit Clearance Review	\$165.00
(2) Pre-Application Services	\$515.00
Re-Notification	\$135.00
Zone Change (without Comp. Plan Amendment)	\$2,690.00
Public Works Plan Review	2% of project value

(1) Public Works Inspection(collected at time of permit issuance) 3% of project value

(1) For the above noted services the base fee will be charged which reflects less than average costs for such applications. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly for staff and/or consultant's time and other associated costs incurred with processing the application (including, but not limited to planning, public works, engineering, City administration, legal, and inspection services).

(2) Fee for the first meeting is applied to the application fee. Each additional Pre-Application meeting increases the application fee by \$515.00.

BE IT FURTHER RESOLVED that Resolution No. 92-R-532, adopted March 23, 1992, is hereby repealed in its entirety.

PASSED by the City Council of the City of Brookings and signed by the mayor this _____ day of _____, 2006.

Pat Sherman
Mayor

ATTEST:

Paul Hughes
City Finance Director/Recorder



Oscar Larson & Associates

- Engineering
- Environmental Planning
- Risk Management

1140 Harrold Street • P. O. Box 1600 • Crescent City, CA 95531
 phone: 707-464-9788 • toll free: 800-660-2043
 fax: 707-464-9791
 e-mail: spaynter@olarson.com
 website: http://www.olarson.com

TRANSMITTAL

TO:	Date: 6/25/08
John Cowan	Job No.: 30712.1.1
City of Brookings	Reference:
	VIA:
	<input checked="" type="checkbox"/> Messenger <input type="checkbox"/> Fax No.:
SUBJECT JOB: City of Brookings, Change Order #1	<input type="checkbox"/> Mail <input type="checkbox"/> e-mail:
Seacrest Reservoir.	<input type="checkbox"/> UPS <input type="checkbox"/> FedEx <input type="checkbox"/> Other:
SUBMITTED HEREWITH:	FOR ACTION INDICATED: <input type="checkbox"/> per your request
See below	<input type="checkbox"/> return signed/executed document to this office
	<input type="checkbox"/> for your comment or report <input type="checkbox"/> call me
	<input checked="" type="checkbox"/> for your information <input checked="" type="checkbox"/> for your action

REMARKS:

John,

Please find attached the most recent versions of:

1. Change Order #1 plan and profile sheets.
2. Change Order #1 item and costing summary.

Replace our previous submission with the attached. As before, we believe that the plan and profile sheets and the costing summary are self-explanatory. However, if you have any questions or concerns, please do not hesitate contacting us.



Steve

copy:

By: Steve Paynter, PE

**CITY OF BROOKINGS, OREGON
CONTRACT CHANGE ORDER # 1**

Project: City of Brookings, Oregon
Seacrest Reservoir and Transmission Main Improvements
Date: June 25, 2008
To: Aquastore, Inc.
23115 Airport Road, NE, SP7
Aurora, OR 97002

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This Change Order is not effective until approved by the City of Brookings.

Description of work to be done, estimate of quantities and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Changes at Agreed Price:

1-1 Contract Time Remaining

The project Notice of Award dated August 14, 2007 and approved by the City Council on September 24, 2007, assumed as the Effective Date. Due to conflicts with land zoning issues, the Notice to Proceed was not issued. By mutual agreement between Owner and the Contractor, the Contract Time on the project was stopped to study the alternatives and revisions to the Project Plans (hereafter referred to as HGE Plans) and Project Specifications could be made. We understand that that the Contractor already presented the Article 23, Contractor Submittals, as described in the Instructions to Bidders. Conflicts with land zoning became apparent during the Pre Construction Conference. Due to the time frame that ensued and changes to the original HGE Plans, the Contractor will be required to resubmit the schedules of estimated progress and expected submissions/submittals along with starting over with a new Effective Date. Approval of this Change Order restarts the Effective Date and Contract Time to the original two hundred ten (210) calendar days to be substantially complete and work completed for final payment within two hundred forty (240) calendar days, as described in Article 6, "Time of Completion," of the Project.

1-2 Revision to the Seacrest Reservoir:

The Contractor should note for both Alternatives below: Installation of applicable plumbing, hatches, vents, ladders, and appurtenances as specified in the Project Specifications or shown on the HGE Plans will remain in effect. Be aware that the vents and man railing, as shown on the HGE Plans, are not included in the overall height calculation. Adjust the elevation of the reservoir inlet and overflow standpipes within the reservoir to be proportional to the planned and reduced water column within the reservoir. Except for the height of the reservoir and related adjustments to appurtenances, continue with the criteria addressed in the HGE Plans and Project Specifications, Section 13200B. Account for the slosh or freeboard as required in the International Building Code (IBC) and report the highest water surface level allowed within the reservoir constructed under this Change Order #1.

Alternative A: Substitute the aluminum dome reservoir roof as specified in the Project Specifications, Section 13200B-1.06,E, Design of the Tank Roof; to an aluminum low pitch (3/4"-12" slope), stainless steel column supported cone type roof. Reduce the overall height of the reservoir such that the peak of the roof will not exceed, but be as close as possible to an overall 40-foot height above finish site grades as shown on the HGE Plans.

Alternative B: Continue with the aluminum dome roof as specified in the Project Specifications, Section 13200B-1.06,E, Design of the Tank Roof, with the modification that the dome shall have as low a profile as possible. Reduce the overall height of the reservoir such that the peak of the dome will not exceed, but be as close as possible to an overall 40-foot height above finish grades as shown on the HGE Plans.

- 1-3 Substitute the gravel surfacing (Sheet S2), aggregate surfacing (Sheets S3B, S4B, R2) or topsoil (Sheet S6) to 2-inches of asphalt concrete surface, within the limits shown on the plan sheet of Change Order #1. Place additional "Engineered Fill" and compact as required so that the 2-inch asphalt concrete surface will achieve the finish grades and intent around the reservoir as shown on the HGE Plans. The New AC Paving area pavement section noted on Sheets S2, S4B, S6, R1, L1 and E2, was not clearly defined. The New AC Paving pavement section shall be 2-inches of asphalt concrete over 2-inches of ¾-minus aggregate base material, over 8-inches of 1 1/2-minus aggregate base material, over a sub grade that is firm and has been prepared as specified in the applicable portions of the Project Specifications, Section 02315.
- 1-4 Relocate the 16-inch overflow and 12-inch drain line reservoir connections as shown on the plans of Change Order #1. Except for the stainless steel reservoir floor connections and PE x PE vertical spools, as shown on Sheet R2 of the HGE Plans, reconfigure the piping as shown on Change Order #1 plans. Continue with the same flow line elevations for the piping as noted on Sheet R1 of the HGE Plans. Provide a block out in the reservoir retaining wall to accommodate the 12-inch D.I. discharge, construct new overflow/drain air gap structure and connect to TDMH5 as shown on the Change Order #1 plans.
- 1-5 Delete a portion of the 8-inch PVC solid drain system, between the 8-inch PVC penetration of the reservoir retaining wall to its connection with the 8-inch PVC under drain. Construct new catch basin (detail located on Sheet R4 of the HGE Plans) adjacent to the reservoir retaining wall, connect to the 8-inch PVC upper drainage system from the reservoir site and connect the catch basin to the new overflow/drain air gap structure as shown on the Change Order #1 plans. Reroute 4-inch flow meter vault drain line to connect to the 8-inch PVC under drain as required. The intent of this item is to reroute the entire upper drainage system (shown on the HGE Plans) to the tank drain line, leaving only the reservoir subsurface drainage and vault drains discharging into the existing catch basin (CB-6).
- 1-6 Install new 12-inch and 15-inch tank drain line and appurtenances in the Private Road and Seacrest Lane as shown on the Change Order #1 plans.
- 1-7 Delete the transmission main plan and profile in the Private Road and Seacrest Lane as shown on Sheet P1 of the HGE Plans, from the connection of the existing 12-inch water line at station 0+00 and the most northerly 12-inch FLG x MJ adapter near HGE Plan station 4+91. Substitute new water line plan and profile as shown on the Change Order #1 plans.
- 1-8 Place three (3) additional THUJA occidentals "Fastlgata" trees along south edge of the parking area as shown on Change Order #1 plans. At all three utility vaults (Flow meter, Inlet and

Outlet) noted on the HGE Plans shall receive a weather durable sign or placard with yellow background with 2-inch black color lettering, acceptable to the City of Brookings, affixed to the top surface in front of the cover lock that states, "Confined Space." Install 1-inch water service on the existing 6-inch high-level waterline as shown on the Change Order plans. The exact location to be determined in the field. Construct the 1-inch water service as shown in the details. The meter and customer line by others.

- 1-9 Add an electrical actuator on the 16-inch butterfly valve located in the inlet valve vault. The inlet valve vault is shown on Sheet R4 of HGE Plans. Extend 1-inch electrical conduit and wiring to accommodate the electrical actuator from the valve vault to the weatherproof enclosure as shown on Sheet E1 of the HGE Plans and further described in the Project Specifications, Section 16900, Control Panel. Add motor control circuit to interface with the SCADA (telemetry) system within the weatherproof enclosure to operate the electrical actuator to perform the following functions: reservoir at full level setting the 16-inch butterfly valve is closed and reservoir at the fill level setting the 16-inch butterfly valve is open. Provide and install a UPS backup power system (within the weatherproof enclosure), to provide sufficient backup power to allow the telemetry system to close the 16-inch butterfly valve in the event of a power failure. Change the Control Panel Specification, Section 16900-2.03,C, Ultrasonic Level Transducer, wording from "shall be used to send a call-for-water or stop signal to the Water Plant," to say "shall be used to control an electrical actuator on the 16-inch butterfly valve located in the inlet valve vault."
- 1-10 Delete the work (altitude valve, tapping sleeves, plumbing, vault, etc) at the existing 1.5-million gallon reservoir as shown on Sheet R5 of the HGE Plans.

<u>ITEM</u>	<u>DESCRIPTION OF CHANGE</u>	<u>COST</u>
1-1	Time Remaining on the Contract	\$
1-2	Alternative A: Reservoir with low pitch cone type roof.	\$
	Alternative B: Reservoir with low profile aluminum dome roof.	\$
1-3	Substitute Gravel surfacing with Asphalt Concrete pavement.	\$
1-4	Relocate reservoir overflow/drain connections and piping.	\$
1-5	Rerouting reservoir surface drainage to new tank drain system.	\$
1-6	New tank drain and appurtenances.	\$
1-7	Revised water line plan and profile.	\$
1-8	Additional trees, Vault Placards, 1-inch Water Service.	\$
1-9	Add butterfly valve actuator and control system modifications.	\$
1-10	Delete the work on Sheet R5 of the Project Plans.	\$
TOTAL CHANGE ORDER NO.1		\$

Contract Total, including this change: \$2,359,800.00 + \$= \$

Contract Time, including this change: 240 Calendar Days = 240 Calendar Days

Recommended:
Construction Manager: Oscar Larson &
Associates

Date: _____

By: _____
Michael Hollrigel

Title: Project Manager

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted:
Contractor: Aquastore, Inc.

Date: _____

By: _____

Title: _____

If the Contractor does not sign acceptance of this Change Order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Approved:
City of Brookings, Oregon:

By: _____

Date: _____

By: _____

Date: _____

Gary Milliman

From: John Cowan
Sent: Wednesday, June 25, 2008 12:08 PM
To: Gary Milliman
Cc: Ray Page; Mark Haglund
Subject: Chain of events leading up to the current Class "A" Biosolids Project

Gary, after looking through our Biosolids reports for the years of 2003 until now. In 2004 there were complaints by the land owners adjacent to the agricultural property which we had been previously applying class-B biosolids to without any regulatory or state issues or violations for more than 10 years previously. In the fall of 2004 the council gave direction to staff to discontinue use of the Smith agricultural site. In 2005 we started hauling biosolids to Grants Pass, while still applying to approved forest sites on South Coast Lumber property. In 2006 we did the same application schedule as in 2005. In 2007 all of the Biosolids were hauled to Grants Pass due to lack of approved forest sites being available during the hauling period. June and July are no haul to forest sites due to the new growth on the fir trees and biosolids can't be applied during those months or it will damage the trees. In 2005 the council gave direction to staff to pursue RFP's for Class "A" Proposals, Kennedy/Jenks was the chosen firm, since that time we have been through the 40% review, 60% review, 90% review, and finally the 100% final design drawings. In 2006 (fall) we were hoping for a grant/loan from the DEQ. Their federal funding did not materialize, so subsequently we were not financed. Since that time we have been pursuing other avenues of financing with out much success. The project plans are approved by the EPA but will not be approved by the Oregon DEQ until the project is installed and performance certification testing has been done and approved. This is a normal course of action for new technology being installed within the state of Oregon. If you would like further information I believe that there are news paper articles on this issue on file in Joyce's office. Thanks, John

AGENDA
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, July 14, 2008, 7:00 p.m.

Beginning at **6:00pm**, before the regularly scheduled Common Council Meeting, the Council will meet for a **workshop** to discuss downtown streets.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

A. Employee Introductions

1. Sam Prudden – Public Works Utility Worker
2. Clay Nading – Public Works Equipment Operator/Utility Worker
3. Ray Page – Treatment Plants Chief Operator
4. Rhonda Gardiner – Accounts Payable Clerk
5. Robin Clyde – Accounts Receivable Clerk

B. Appointment of City Manager as Board alternate to the Border Coast Airport Authority.

C. July “Yard of the Month” Awards

1. Yard of the Month: 636 Hawthorne, Delma Olsen, owner. [pg. 7]
2. Most Improved Property: Jana Ritz and Linda Thomas, owners. [pg. 8]
3. Commercial Property: 549 Chetco, Mark Gleason, owner. [pg. 9]

V. Oral Requests and Communications from Audience

A. Council Liaison Reports

- B. Public Comments – limit to a maximum of **5 minutes per person**. A completed **public comment form** must be filled out and turned in **prior to the start of the meeting**. Forms are available in the City Manager’s office and may be downloaded from the City’s website at www.brookings.or.us. Completed forms may be turned in to the City Manager’s office during regular business hours. Comments **will be restricted** to the topics indicated on the form. All remarks and questions must be addressed to **the presiding officer, only**. Comments will be **respectful**. Harsh or abusive language will not be tolerated.**

VI. Ordinances/Resolutions

- A. Ordinance 08-O-617, amending Chapter 17.128, Interpretations and Exceptions, of the Brookings Municipal Code. *Planning Director* [Advance Packet]**
- B. Resolution 08-R-898, submitting a ballot measure for a five-year police tax levy to the Curry County Elections Department for inclusion in the November, 2008 ballot. *City Manager* [pg. 11]**

VII. Regular Agenda

- A. Appeal of the Systems Development Review Board’s decision on a \$12,392.60 Systems Development Charge for the requested expansion of the business located at 604 Railroad Street. *Building Official* [pg. 17]**
- B. Authorize the City Manager to execute an operating agreement for a Wednesday Farmer’s Market. *City Manager* [pg. 23]**

- C. Approve Contract Change Order No. 1, Alternative 2A-1.6 Million Gallon Reservoir. *Public Works Director* [pg. 29]
- D. Authorize the City Manager to enter into agreement with Motorola and Dooling Lease Management Corporation for furnishing, constructing and financing a communications tower at the civic center under the financing plan proposed by the City Manager. *City Manager* [pg. 37]
- E. Ratify the Collective Bargaining Agreement between the City of Brookings and Teamsters Local Union 223 for police employees for period of July 1, 2008 to June 30, 2010. *City Manager* [pg. 55]
- F. Authorize the Mayor to sign the Intergovernmental Agreement with the Oregon Department of Transportation regarding cost sharing for the appeal of the Curry County Planning Commission decision on the conditional use permit application for the weigh station on Highway 101 near McVay Lane. *City Manager* [pg. 79]
- G. Authorize the Mayor to execute the Cooperative Improvement Agreement with the Oregon Department of Transportation for construction of the U.S. 101 and Constitution Way intersection. *City Manager* [pg. 87]
- H. Instruct the City Attorney to review and prepare the ballot title and question for a Charter amendment regarding water service for the November, 2008 ballot. *City Manager* [pg. 97]
- I. Approval of City Manager salary and cost of living increases based upon 12- month annual evaluation, and restructuring of medical insurance premium payments, the cost of which not to exceed that which is currently allowed other City employees. *City Manager* [pg. 101]

VIII. Consent Calendar

- A. Approval of Council Minutes for June 23 and July 7, 2008. [pg. 109]
- B. Acceptance of Planning Commission Minutes for June 3 and June 17, 2008. [pg. 115]
- C. Acceptance of Parks and Recreation Minutes for May 22, 2008. [pg. 121]
- D. Approval of vouchers for June, 2008 in the amount of \$130,555.09. [pg. 123]

IX. Remarks from Mayor and Councilors

- A. Mayor
- B. Councilors

X. Adjournment

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1102 if you have any questions regarding this notice.

July 2008

July 2008							August 2008						
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	8	9	10	11	12	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						

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	July 1	2	3	4	5
	7:00pm CC - Planning Commission	10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm FH-PoliceReserves	10:00am CC - KASPER 1:00pm CC - Court 3:00pm CC SafetyComMtg	July 4th - Closed (closest workday)	
					6
7	8	9	10	11	12
9:00am CC- VIPS/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp		9:30am CC - Traffic Safety Comm 10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural 12:00pm CC - Stout Park 1:30pm CC - LDC Meeting	9:00am CC-Crm Stoppers 3:00pm CC Urban Renewal Advisory Committee		4:00pm 2nd Saturday Art Walk (Downtown Galleries)
					13
14	15	16	17	18	19
6:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm CC - Special CC Meeting - Borax Appeal	10:00am CC - KASPER		
					20
21	22	23	24	25	26
9:00am CC-VIPS/Volunteers in Police Service 11:00am Garden Club - BW Bkgs Inn 7:00pm FH-FireTng/ChShrp		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	7:00pm CC-Parks & Rec		
					27
28	29	30	31		
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting			

(5)

August 2008

August 2008							September 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
				August 1	2
					3
					4
4	5	6	7	8	9
9:00am CC- VIPS/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Commission	10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting 7:00pm FH-PoliceReserves	10:00am CC - KASPER 3:00pm CC SafetyComMtg		4:00pm 2nd Saturday Art Walk (Downtown Galleries)
					10
					11
11	12	13	14	15	16
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept 12:00pm CC - Stout Park Subcommittee 1:30pm CC - LDC Meeting	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee		
					17
					18
18	19	20	21	22	23
9:00am CC-VIPS/Volunteers in Police Service 11:00am Garden Club - BW Bkgs Inn 7:00pm FH-FireTng/ChShrp	7:00pm CC - Planning Comm (TENT)	10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	10:00am CC - KASPER		12:00pm City Volunteer & Employee Annual Picnic (Azalea Park)
					24
					25
25	26	27	28	29	30
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg		10:00am CC- Site Plan Com Mtg 1:30pm CC - LDC Meeting	7:00pm CC-Parks & Rec		
					31

(9)

YARD OF THE MONTH

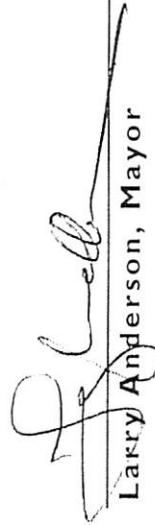
DELMA OLSEN

636 HAWTHORNE

Location—Brookings, Oregon

JULY, 2008

For Month and Year


Larry Anderson, Mayor


Gary Milliman, City Manager



July 1, 2008

Date



City of Brookings
330 E. Olive
Brookings, OR 97415
(503) 669-2163

MOST IMPROVED PROPERTY OF THE MONTH

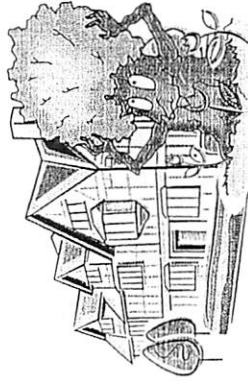
Jana Ritz & Linda Thomas

317 SPRUCE DRIVE

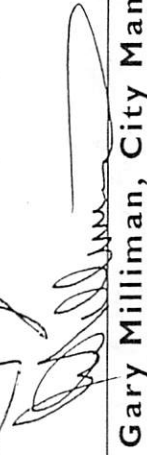
Location, City of Brookings

JULY, 2008

For Month and Year




Larry Anderson, Mayor


Gary Milliman, City Manager

July 1, 2008

Date



CITY OF BROOKINGS
898 Elk Drive
Brookings, OR 97415
(541) 469-2163

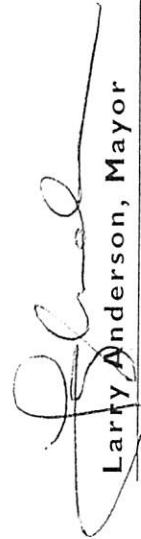
549 CHETCO AVENUE

Location, City of Brookings

Owner: Mark Gleason

JULY, 2008

For Month and Year



Larry Anderson, Mayor

July 1, 2008

Date



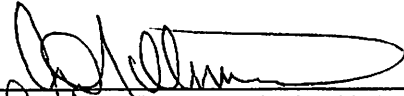
CITY OF BROOKINGS
898 Elk Drive
Brookings, OR 97415
(541) 469-2163

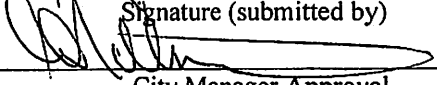

Gary Milliman, City Manager

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Resolution Placing Police Tax Levy on November Ballot

Recommended Motion: Motion to adopt Resolution 08-R-898 submitting a ballot measure for a five-year police tax levy to the Curry County Elections Department for inclusion in the November, 2008, ballot.

Financial Impact: If approved, the estimated amount of additional property tax revenue would be \$332,466 in the fiscal year beginning July 1, 2009.

Background/Discussion: See Council Agenda Report from April 14, 2008 meeting. The City Council voted at that meeting to direct the City Attorney to prepare the Measure for the ballot.

The City Attorney has prepared the Measure, which is in substantially the same form as the draft measure presented on April 14, except that the City Attorney has deleted two sentences:

“Currently there are some shifts where one Brookings Police Officer is the only law enforcement officer on duty in Curry County.”

“The City has lost 19 Police Officers in the past six years.”

The proposed Measure was reviewed by the Curry County Elections Department and the Curry County Assessor Jim Kolen.

Policy Considerations:

See Council Agenda Report from April 14, 2008.

Attachment(s): 1) Council Agenda Report dated April 14, 2008.
2) Resolution.

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

A RESOLUTION OF THE CITY OF
BROOKINGS AUTHORIZING THE CITY'S
ELECTIONS OFFICER TO SUBMIT TO THE
CURRY COUNTY ELECTIONS OFFICE THE
BALLOT TITLE PROVIDING FOR A FIVE-
YEAR LOCAL OPTION TAX FOR POLICE
SERVICES.

RESOLUTION 08-R-898

WHEREAS, the City Council of the City of Brookings considers providing a safe environment for its citizens and its public safety officers, twenty-four hours a day, seven days a week, to be a high priority; and

WHEREAS, due to staffing restraints, the City's public safety officers, are routinely forced to respond to potentially life-threatening incidents without adequate back-up coverage; and

WHEREAS, the City, within its current and projected budgets, lacks the funds necessary to provide the level of staffing needed to provide adequate protection to both its citizens and its public safety officers at all times; and

WHEREAS, at its meeting of April 14, 2008, the City Council did unanimously vote to put before the citizens of the City of Brookings a measure that would fund two additional police officer positions;

NOW THEREFORE, BE IT RESOLVED:

The City Council of the City of Brookings, Curry County, Oregon, does hereby authorize the City's Elections Officer to submit to the Curry County Elections office for final approval, a ballot title, prepared by the City and reviewed and approved by the City Attorney, to read as follows:

Caption: Five-year Local Option Tax for Police Services

QUESTION: Shall the City of Brookings impose \$.60 per \$1,000 of assessed value for police services for five years beginning 2009-2010? This measure may cause property taxes to increase more than three percent.

SUMMARY: The tax revenue from this measure would allow the City of Brookings to operate the Police Department with a minimum staffing of two Police Officers on each shift, 24-hours per day, 365 days per year. The tax revenue from this measure will allow the City to provide a competitive level of compensation to qualified police officers.

The 5-year local option tax will raise approximately \$332,446 in FY 2009-2010; \$342,440 in FY 2010-2011; \$352,713 in FY 2011-12; \$363,294 in FY 2012-2013; and \$374,193 in FY 2013-2014; for a total amount of tax to be raised by the five year local option tax of \$1,765,106.

BE IT FURTHER RESOLVED that the City's Elections Officer is directed to have the above ballot title placed on the ballot for the general election to be held on November 4, 2008.

Passed by the City of Brookings, Oregon on the _____ day of _____, 2008; effective the same date.

Signed by the Mayor this _____ day of _____, 2008.

Larry Anderson, Mayor

ATTEST:

By _____
Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 14, 2008

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Local Option Tax for Police Services

Recommended Motion:

Instruct the City Attorney to prepare a measure for the November 2008 ballot which would levy a property tax for police services at a maximum rate of 60 cents per \$1,000 of assessed valuation.

Financial Impact: If approved, the estimated amount of additional property tax revenue would be \$329,400 in the fiscal year beginning July 1, 2009. According to the County Elections Department, there is no cost for putting the measure on the November, 2008, ballot.

Background/Discussion:

At the City Council meeting of February 25, staff was directed to research and report back on the process for placing a police tax levy on the November, 2008, General Election ballot. Proceeds of the tax levy would be used to pay the cost of adding additional Officers to the Police Department in order to maintain a minimum 24-hour staffing of two Officers per shift, and to improve the competitiveness of police employee compensation to reduce employee turnover. The estimated cost of achieving these two goals is \$329,400 annually. The tax rate needed to generate this amount of revenue is \$0.48092 per \$1,000 of assessed value.

According to the Oregon Department of Revenue, the City may place a Local Option Tax on the General Election ballot (November) in even-numbered years. The revenue need for the tax should be approved by the City Budget Committee as a part of the annual budget process. The City may propose a tax measure with a one-year or five-year duration. The tax rate approved by the voters would be the maximum tax that could be levied by the City Council in any given year; if the voters approved a tax rate of 60 cents, the Council could impose a tax of 48 cents in one year, and change the amount of the tax in subsequent years to a maximum of 60 cents in order to fulfill the purpose of the tax, or could reduce the rate if the assessed valuation of the City increased to a level where the 48 cents would generate more revenue than is needed for the purpose of the tax. The tax rate may either be based upon assessed valuation or a flat rate per parcel (the most common method is an assessed valuation based tax, which allows for revenue growth as property values rise. To be enacted, the measure must receive a majority (50% + 1) of votes cast at the election. This approval requirement is only for the November election in even numbered years; at all other times, the measure must receive a majority vote at an election where at least 50 per cent of the eligible voters cast a vote.

The measure appearing on the ballot consists of a caption (10 words maximum), question (20 words maximum) and summary (175 words maximum). Attached are a draft caption, question

and summary for the proposed measure. Oregon law requires that the caption, question and summary be prepared by or approved by the City Attorney.

According to the County Elections Office, the deadline for submission of a measure for the November ballot is September 4. There will be no arguments for or against the measure provided to voters through the Elections Office as there is no voter pamphlet published for Curry County. Only the caption, question and summary will appear on the ballot. Any informational materials in connection with the measure would need to be produced by the City. Independent groups can produce materials in support or opposition to the measure. According to the County Elections Office, there is no cost to the City for placing a measure on the November 2008 ballot.

There has been discussion about the formation of a police or public safety district which would include the City of Brookings and areas of the adjoining unincorporated area. This remains an alternative that should be explored and involves issues such as determining boundaries; policy and management relationships between the new district and the City, and the County; appropriate tax rate and staffing levels. Preparation work on the formation of a district could take several months to accomplish, following which a period of months will be needed for education of the electorate. If a police district is ultimately formed, the City would have a major part to play in determining how the district is funded; would a portion of the City property tax rate be transferred to the district? The possible formation of a police district is not impairment to proceeding with a tax levy at this time as a restructuring of the property tax allocation would occur in any event as a part of the district formation.

Policy Considerations:

What is the appropriate staffing level for the Brookings Police Department...for both public safety and officer safety? What measures need to be taken to quell the high employee turnover rate in the Police Department? Through earlier discussions the policy answers appear to be that an appropriate staffing level is a minimum of two officers on each shift, and that turnover is related in large part to compensation. The composite property tax rate in Brookings is comparatively low with other cities of like size in Oregon. Public safety is the major function of government at all levels. Public safety is a taxpayer-supported service, and to provide for an adequate level of police service requires additional tax revenue.

- Attachment(s):
- 1) Tax Rate analysis
 - 2) Draft ballot measure
 - 3) News article on Hillsboro public safety tax.

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Laura Lee Gray
Signature (submitted by)

Originating Dept: Building

[Signature]
City Manager Approval

Subject: Review of Systems Development Review Board decision regarding 604 Railroad St.

Recommended Motion: A motion to uphold the decision of the Systems Development Review Board to charge a Systems Development Fee of \$12,392.60 for the requested expansion of the business at 604 Railroad St.

Financial Impact: \$12,392.60

Background/Discussion: Systems Development Fees are prescribed in amounts appropriate to use. Historic use at this location has been a convenience store. The proposed expansion of the menu, cooking facilities and seating have been determined to change the use from convenience store to restaurant in the area that will be used for food preparation and service of same.

Policy Considerations: It has been policy to review proposals and assign SDC's accordingly. To allow this expansion without a payment of fees would not be in accordance with established policy.

Attachment(s): Memo from Building Official, LauraLee Gray
Letter to Cindy Thomas dated 11/05/08, Exhibit A
Copy of SDC calculation table used to establish fee, Exhibit B



Memo

To: City Council
From: Lauralee Gray, Building Official
Date: 06/19/08
Re: Systems Development Fees for 604 Hemlock St.

-
1. November 05, 2007 I received a written request from Cindy Thomas, owner of The Health Shop, asking to install a range and expand the menu at her business. She asked to meet with me and we discussed the above issues and she stated that she would like to add additional seating as well.
 2. Site Plan Committee discussed her proposal and viewed these requests as a change of use from convenience store to restaurant use in the areas of the building that would be affected. See attached letter of November 08, 2007. Exhibit A
 3. Definitions taken from Webster's 9th Edition:
Restaurant: a public eating place
Convenience store: A small, often franchised market that is open long hours
 4. Area of change of use has been computed at convenience store rate versus restaurant use. See attached calculation sheet, Exhibit B.

CITY OF BROOKINGS

Building Department



November 08, 2007

Cindy Thomas
PO Box 4331
Brookings Or 97415

Re: 604 Railroad St.

Dear Cindy:

It has been determined by City staff that allowing the installation of a cook stove to the above referenced property would require additional system development charges, a mechanical permit to cover the required installation of a hood and the installation of a grease trap.

The previous use at this location was a convenience store with the sales of prepared foods. The foods were prepared off site and sold in the market for consumption off site. There was also a drive up window for sales of the same products.

When the business license for the Health Shop and Juice Bar was approved consideration was given to the fact that the drive up window was no longer in use. This enabled us to allow the approval of the limited food service and seating for your juice bar without requiring additional systems development fees.

The only category in our systems development fee schedule that provides for the cooking of food is a restaurant, therefore the approval of a cooking appliance would require that you meet the conditions and pay all fees associated with a restaurant use. The system development fee that would be required for converting 643 sq.ft. to restaurant use would be \$12,392.60. The mechanical permit fee would be \$20.36 and you would need to contact Curry County for requirements for a plumbing permit to install the grease trap.

Sincerely,


LauraLee Gray
Building Official


cc Gary Milliman, City Manager
Noah Bruce

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Farmers Market Operating Agreement

Recommended Motion: Motion to authorize City Manager to execute an operating agreement for Wednesday Farmer's Market

Financial Impact: Minimal cost of delivering street barricades.

Background/Discussion:

The Wednesday Farmer's Market has been conducted on property located on Center Street for several years. The Farmers Market principals were recently notified that this location is no longer available and they have requested use of the City-owned parking lot adjacent to 630 Fleet Street. This matter was reviewed by the Site Plan Committee, which recommended approval. The activity is permitted in the C-3 zone as an outdoor seasonal sales activity.

The operating agreement would authorize the Farmers Market to use the subject parking lot on Wednesdays, 9:30 a.m. to 1:30 p.m. for the seasonal period (July-October). The agreement is needed as it sets forth in writing the conditions of use. Staff has observed that the parking lot is used during the time of day and day of the week proposed by the Farmers Market primarily by employees in the downtown area, and that the parking lot is rarely more than 30 per cent utilized during this period. Farmers Market principals have agreed to contact the affected employees concerning alternative parking for the day of the market. Matinee patrons at Redwood Theater also use the parking lot for showings beginning at 2:00 p.m., and the lot will be cleared and reopened to parking by that time.

The City would provide barricades, which will be stored on-site, for use by the Farmers Market to block-off the parking lot entrances.

Policy Considerations:

Having a farmer's market in the downtown area is good for the promotion of business activity.

Attachment(s): Draft operating agreement.

OPERATING AGREEMENT

This Operating Agreement (Agreement) is executed by and between the **CITY OF BROOKINGS** (City), on the one hand, and the _____ (Market), on the other hand, City and Market hereinafter collectively referred to as the "Parties."

1.0 RECITALS

1.1 WHEREAS, the Market is a non-profit organization.

1.2 Definition of "Farmers Market". The term "Farmers Market" refers to a seasonal activity involving the outdoor sales of produce and locally produced products.

1.3 The Market desires to operate a Farmers Market in the area as shown in Exhibit A on every Wednesday during the months of July, August, September and October between the hours of 9:30 a.m. and 1:30 p.m.

1.4 City finds that this project is consistent with the City's Downtown Master Plan and zoning ordinances.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONDITIONS

2.1 The above-recitals are hereby incorporated by reference as though fully set forth herein.

2.2 Use of Property

2.2.1 Market has the sole authority to approve and determine who may conduct sales at the Farmers Market. Market shall be responsible for maintaining the Farmers Market area in a clean and safe condition, and shall comply with all health and safety regulation.

2.2.2 City has the authority to preempt the use of said property by Market at any time to perform maintenance and repair or to use the property in support of an emergency operation. City shall endeavor to give Market advance notice as is practicable in the event of such interruption of use by Market.

2.3 The term of this Agreement shall be **one year from the date of execution by the Parties**, renewable annually upon mutual consent of the Parties. Notwithstanding the foregoing, the Parties may terminate this Agreement upon thirty (30) days notice, with or without cause.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, or (3) by U.S. Mail, registered receipt requested. Notice shall be deemed effective upon personal delivery, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
 Attention: City Manager
 898 Elk Drive
 Brookings, OR 97415

TO THE MARKET:

4.0 INSURANCE AND INDEMNITY

4.1 The Market shall hold harmless and defend the City for any personal injury, replacement costs, fire, or theft in connection with the Farmers Market, as well as any and all personal property items located within the Farmers Market. The Market shall obtain a policy of general liability insurance and retain such insurance in full force and effect for the term of this agreement. The City shall be listed on any insurance obtained by the Market for the purposes described herein as an additional insured.

4.2 The Market shall waive any right to recover from the City, its agents, representatives, or employees, for any loss or damage resulting from the Market's negligent acts or omissions, except for the City's own gross or willful misconduct. The Market further agrees to indemnify and hold harmless the City for any and all liability, damages, or claims of any nature not arising from or due to the City's own negligence or gross negligence arising from the actual or alleged use or operation of the Farmers Market.

5.0 MISCELLANEOUS

5.1 This Agreement shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.

5.2 This Agreement may be amended, changed or modified only by an agreement in writing signed by the Parties.

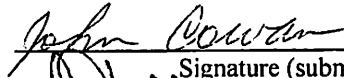
5.3 If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with or arising from any provision of this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

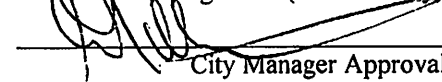
5.4 Each party hereto represents and warrants that the signator below is authorized to execute this Agreement.

5.5 This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. Copies of

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008



Signature (submitted by)


City Manager Approval

Originating Dept: Public Works

Subject: Council Approval of Contract Change Order #1 for Seacrest Water Reservoir

Recommended Motion: Motion to Approve Contract Change Order #1 Alternative 2A - 1.6 Million Gallon Reservoir

Financial Impact: \$2,533,200 which is a \$173,400 increase over the original contract.

Background/Discussion: After releasing HGE Engineers of Coos Bay from this project, Oscar Larson & Associates (OLA) of Eureka, CA was retained to re-design the project to address drainage issues, tank height and set back issues. Public Works staff have consulted with OLA and the Planning Director to verify that vents and ladders are not factored into tank height and that the highest point of the roof is the determining height criteria. The height will be determined by averaging the height using four points equally around the diameter of the tank. Set back issues have also been addressed and are in compliance with zoning requirements as per the Planning Department. Drainage issues have been addressed and the current design is approved by Public Works. This project is ready for construction with the Councils' approval.

Policy Considerations: None

Attachment(s): Attachment A – City of Brookings Contract Change Order #1
Attachment B - Change Order #1, Alternative 2A
Attachment C - Plot plan showing approved set backs at the tank site off of Seacrest Lane.

CCO #1 – City of Brookings, Seacrest Reservoir

Page 1 of 4

**CITY OF BROOKINGS, OREGON
CONTRACT CHANGE ORDER # 1**

Project: City of Brookings, Oregon
Seacrest Reservoir and Transmission Main Improvements
Date: June 25, 2008
To: Aquastore, Inc.
23115 Airport Road, NE, SP7
Aurora, OR 97002

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This Change Order is not effective until approved by the City of Brookings.

Description of work to be done, estimate of quantities and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Changes at Agreed Price:

1-1 Contract Time Remaining

The project Notice of Award dated August 14, 2007 and approved by the City Council on September 24, 2007, assumed as the Effective Date. Due to conflicts with land zoning issues, the Notice to Proceed was not issued. By mutual agreement between Owner and the Contractor, the Contract Time on the project was stopped to study the alternatives and revisions to the Project Plans (hereafter referred to as HGE Plans) and Project Specifications could be made. We understand that that the Contractor already presented the Article 23, Contractor Submittals, as described in the Instructions to Bidders. Conflicts with land zoning became apparent during the Pre Construction Conference. Due to the time frame that ensued and changes to the original HGE Plans, the Contractor will be required to resubmit the schedules of estimated progress and expected submissions/submittals along with starting over with a new Effective Date. Approval of this Change Order restarts the Effective Date and Contract Time to the original two hundred ten (210) calendar days to be substantially complete and work completed for final payment within two hundred forty (240) calendar days, as described in Article 6, "Time of Completion," of the Project.

1-2 Revision to the Seacrest Reservoir:

The Contractor should note for both Alternatives below: Installation of applicable plumbing, hatches, vents, ladders, and appurtenances as specified in the Project Specifications or shown on the HGE Plans will remain in effect. Be aware that the vents and man railing, as shown on the HGE Plans, are not included in the overall height calculation. Adjust the elevation of the reservoir inlet and overflow standpipes within the reservoir to be proportional to the planned and reduced water column within the reservoir. Except for the height of the reservoir and related adjustments to appurtenances, continue with the criteria addressed in the HGE Plans and Project Specifications, Section 13200B. Account for the slosh or freeboard as required in the International Building Code (IBC) and report the highest water surface level allowed within the reservoir constructed under this Change Order #1.

Alternative A: Substitute the aluminum dome reservoir roof as specified in the Project Specifications, Section 13200B-1.06,E, Design of the Tank Roof; to an aluminum low pitch (3/4"-12" slope), stainless steel column supported cone type roof. Reduce the overall height of the reservoir such that the peak of the roof will not exceed, but be as close as possible to an overall 40-foot height above finish site grades as shown on the HGE Plans.

Alternative B: Continue with the aluminum dome roof as specified in the Project Specifications, Section 13200B-1.06,E, Design of the Tank Roof, with the modification that the dome shall have as low a profile as possible. Reduce the overall height of the reservoir such that the peak of the dome will not exceed, but be as close as possible to an overall 40-foot height above finish grades as shown on the HGE Plans.

- 1-3 Substitute the gravel surfacing (Sheet S2), aggregate surfacing (Sheets S3B, S4B, R2) or topsoil (Sheet S6) to 2-inches of asphalt concrete surface, within the limits shown on the plan sheet of Change Order #1. Place additional "Engineered Fill" and compact as required so that the 2-inch asphalt concrete surface will achieve the finish grades and intent around the reservoir as shown on the HGE Plans. The New AC Paving area pavement section noted on Sheets S2, S4B, S6, R1, L1 and E2, was not clearly defined. The New AC Paving pavement section shall be 2-inches of asphalt concrete over 2-inches of ¾-minus aggregate base material, over 8-inches of 1 1/2-minus aggregate base material, over a sub grade that is firm and has been prepared as specified in the applicable portions of the Project Specifications, Section 02315.
- 1-4 Relocate the 16-inch overflow and 12-inch drain line reservoir connections as shown on the plans of Change Order #1. Except for the stainless steel reservoir floor connections and PE x PE vertical spools, as shown on Sheet R2 of the HGE Plans, reconfigure the piping as shown on Change Order #1 plans. Continue with the same flow line elevations for the piping as noted on Sheet R1 of the HGE Plans. Provide a block out in the reservoir retaining wall to accommodate the 12-inch D.I. discharge, construct new overflow/drain air gap structure and connect to TDMH5 as shown on the Change Order #1 plans.
- 1-5 Delete a portion of the 8-inch PVC solid drain system, between the 8-inch PVC penetration of the reservoir retaining wall to its connection with the 8-inch PVC under drain. Construct new catch basin (detail located on Sheet R4 of the HGE Plans) adjacent to the reservoir retaining wall, connect to the 8-inch PVC upper drainage system from the reservoir site and connect the catch basin to the new overflow/drain air gap structure as shown on the Change Order #1 plans. Reroute 4-inch flow meter vault drain line to connect to the 8-inch PVC under drain as required. The intent of this item is to reroute the entire upper drainage system (shown on the HGE Plans) to the tank drain line, leaving only the reservoir subsurface drainage and vault drains discharging into the existing catch basin (CB-6).
- 1-6 Install new 12-inch and 15-inch tank drain line and appurtenances in the Private Road and Seacrest Lane as shown on the Change Order #1 plans.
- 1-7 Delete the transmission main plan and profile in the Private Road and Seacrest Lane as shown on Sheet P1 of the HGE Plans, from the connection of the existing 12-inch water line at station 0+00 and the most northerly 12-inch FLG x MJ adapter near HGE Plan station 4+91. Substitute new water line plan and profile as shown on the Change Order #1 plans.
- 1-8 Place three (3) additional THUJA occidentals "Fastigata" trees along south edge of the parking area as shown on Change Order #1 plans. At all three utility vaults (Flow meter, Inlet and

Outlet) noted on the HGE Plans shall receive a weather durable sign or placard with yellow background with 2-inch black color lettering, acceptable to the City of Brookings, affixed to the top surface in front of the cover lock that states, "Confined Space." Install 1-inch water service on the existing 6-inch high-level waterline as shown on the Change Order plans. The exact location to be determined in the field. Construct the 1-inch water service as shown in the details. The meter and customer line by others.

- 1-9 Add an electrical actuator on the 16-inch butterfly valve located in the inlet valve vault. The inlet valve vault is shown on Sheet R4 of HGE Plans. Extend 1-inch electrical conduit and wiring to accommodate the electrical actuator from the valve vault to the weatherproof enclosure as shown on Sheet E1 of the HGE Plans and further described in the Project Specifications, Section 16900, Control Panel. Add motor control circuit to interface with the SCADA (telemetry) system within the weatherproof enclosure to operate the electrical actuator to perform the following functions: reservoir at full level setting the 16-inch butterfly valve is closed and reservoir at the fill level setting the 16-inch butterfly valve is open. Provide and install a UPS backup power system (within the weatherproof enclosure), to provide sufficient backup power to allow the telemetry system to close the 16-inch butterfly valve in the event of a power failure. Change the Control Panel Specification, Section 16900-2.03,C, Ultrasonic Level Transducer, wording from "shall be used to send a call-for-water or stop signal to the Water Plant," to say "shall be used to control an electrical actuator on the 16-inch butterfly valve located in the inlet valve vault."
- 1-10 Delete the work (altitude valve, tapping sleeves, plumbing, vault, etc) at the existing 1.5-million gallon reservoir as shown on Sheet R5 of the HGE Plans.

<u>ITEM</u>	<u>DESCRIPTION OF CHANGE</u>	<u>COST</u>
1-1	Time Remaining on the Contract	\$ -0-
1-2	Alternative A: Reservoir with low pitch cone type roof.	\$ 92,600 ⁰⁰
	Alternative B: Reservoir with low profile aluminum dome roof.	\$ <151,800 ⁰⁰
1-3	Substitute Gravel surfacing with Asphalt Concrete pavement.	\$ 20,800 ⁰⁰
1-4	Relocate reservoir overflow/drain connections and piping.	\$ -0- ⁰⁰
1-5	Rerouting reservoir surface drainage to new tank drain system.	\$ 4,000 ⁰⁰
1-6	New tank drain and appurtenances.	\$ 97,600 ⁰⁰
1-7	Revised water line plan and profile.	\$ 6,600 ⁰⁰
1-8	Additional trees, Vault Placards, 1-inch Water Service.	\$ 2,800 ⁰⁰
1-9	Add butterfly valve actuator and control system modifications.	\$ 14,000 ⁰⁰
1-10	Delete the work on Sheet R5 of the Project Plans.	\$ <65,000 ⁰⁰
TOTAL CHANGE ORDER NO.1-2A		\$ 173,400⁰⁰
1-2B		<71,000⁰⁰
Contract Total, including this change:		\$2,359,800.00 + \$ = \$

Contract Time, including this change: 240 Calendar Days = 240 Calendar Days

Recommended:
Construction Manager: Oscar Larson &
Associates

Date: _____

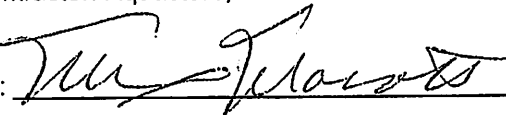
By: _____
Michael Hollrigel

Title: Project Manager

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted:
Contractor: Aquastore, Inc.

Date: July 2, 08

By: 

Title: President

If the Contractor does not sign acceptance of this Change Order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Approved:
City of Brookings, Oregon:

By: _____

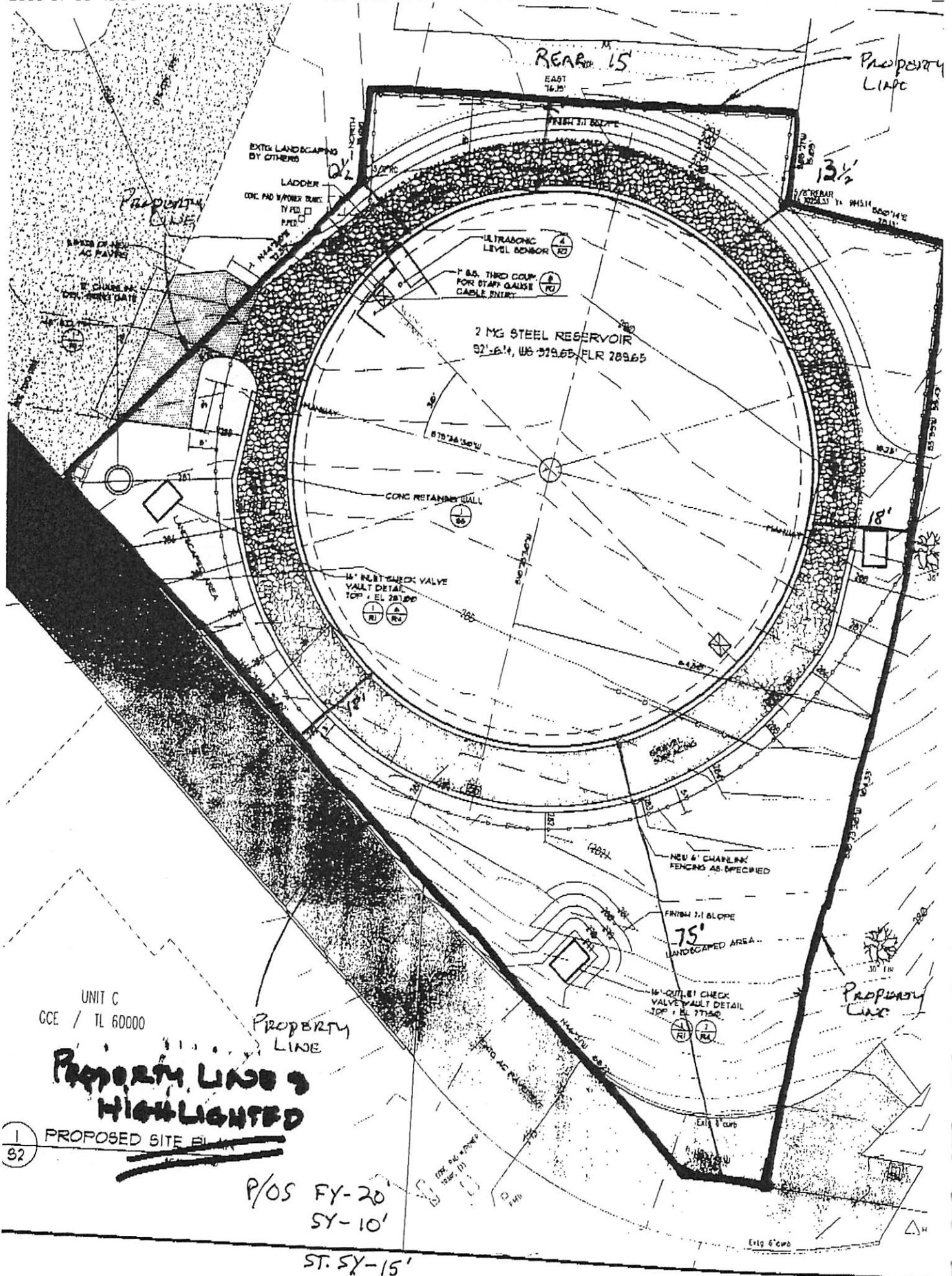
Date: _____

By: _____

Date: _____

**CHANGE ORDER #1
SEACREST RESERVOIR**

Item	Alternative 2A	Alternative 2B
	1.6 Million Gallons	1.3 Million Gallons
1	\$0.00	\$0.00
2	\$92,600.00	-\$151,800.00
3	\$20,800.00	\$20,800.00
4	\$0.00	\$0.00
5	\$4,000.00	\$4,000.00
6	\$97,600.00	\$97,600.00
7	\$6,600.00	\$6,600.00
8	\$2,800.00	\$2,800.00
9	\$14,000.00	\$1,400.00
10	-\$65,000.00	-\$65,000.00
Sub Total	\$173,400.00	-\$83,600.00
Contract Amount	\$2,359,800.00	\$2,359,800.00
	\$173,400.00	-\$83,600.00
Rev Contract Amt	\$2,533,200.00	\$2,276,200.00



UNIT C
CCE / TL 60000

**PROPERTY LINE 3
HIGHLIGHTED**

1
32

PROPOSED SITE


P/OS FY-20
SY-10'

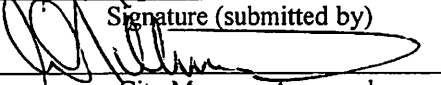
ST. SY-15'
RY-15' (36)

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Construction and financing for communications tower

Recommended Motion: Motion to authorize City Manager to enter into agreements with Motorola and Dooling Lease Management Corporation for furnishing, constructing and financing a communications tower at the civic center under the financing plan proposed by the City Manager.

Financing Plan: Lease purchase of \$818,788 tower. \$300,000 down payment and \$47,056.21 annual payment for 15 years thereafter from 9-1-1 funds.

Background/Discussion:

The City communications tower, which serves police, fire and public works, is currently located on a hilltop near Marina Heights Drive. Since this tower was built in 1981, there has been considerable development on adjacent properties. Proximity of residential development has now placed the City at risk of being ordered by the Federal Communications Commission to cease use of the tower due to radio frequency radiation. While we have not had the City radio antennas tested, and have received no complaints from area residents, we expect that the FCC will become more "proactive" in this field in the near future, particularly as we move toward the federally-mandated frequency change by 2013.

Several years ago, there was a proposal to construct a communications tower on City property adjacent to the civic center. While current staff is not aware of all of the details, it is our understanding that this project was abandoned due to private sector concerns regarding competition.

The need for a new communications tower continues, structural (wind loading) requirements have increased (a monopole is no longer viable), communications "gaps" will occur as the City expands to the north and east, the price of steel rises and staff is again looking at this matter. \$300,000 is included in the 2008-09 budget for construction of a tower. These funds come from 9-1-1 revenues that the City has "saved up" over several years.

The staff requested a proposal from Motorola for the construction of a communications tower that would both meet the City's needs and provide for future capability, such as microwave and connection with agencies beyond Curry County. This proposal has been received...and after some initial "sticker shock"...we are giving it further review. The price quote is \$818,788.

Attached are excerpts from the proposal. The project would involve the installation of a 150-foot tower and a back-up generator in the northeast corner of civic center property.

The Brookings Municipal Code (BMC) in Section 17.124.030, "Utilities," allows public utility or municipal communication poles or towers in any district (zone). It also states the towers may exceed the height limits otherwise provided for in the Code. Considering these Code provisions, construction of a City communications tower at the Civic Center at the proposed height of 150 feet in the Public Open Space zone is permitted. In addition, BMC 17.164.030 "Wireless Communication Facilities" states "An application for a wireless communication tower shall be made and processed pursuant to Chapter 17.136, BMC, Conditional Use Permits, except when in the Public Open Space zone as allowed in Chapter 17.40, BMC, Public Open Space District." Taken together, these Code provisions make the proposed communication tower as use allowed outright at the Civic Center.

In addition to meeting the City needs...police, fire and public works...we would also have capacity for use by our current partner, Day Wireless, and would have substantial capacity for leasing to additional public and private users. For example, there would be space for three cellular antennas, three microwave dishes and four 700MHz antennas. There would also be space for a ham operator antenna that could be used by our local amateur radio operators in a disaster. According to Motorola, the "additional capacity" features only add about \$15,000 to the construction cost.

A major advantage to having the tower at the civic center site is that it eliminates the need for a secondary link to transmit communication from the Marina Heights tower to the Police Station. There is also no backup electric power at the Marina Heights facility.

According to Jim Pollack at the Cell Site Landowner Association, the lease revenue potential could easily exceed the annual lease/purchase costs. However, we have not included speculative revenues as part of the financial plan at this time. We have not contacted prospective lessees at this point, but are advised by both Motorola and CSLA to be prepared to deal with multiple proposals once construction of the tower is announced. They advise that, because the tower is publicly maintained and includes backup power, it would be considered a "high value" site for prospective lessees.

Staff solicited several proposals for lease/purchase financing. Under this type of financing arrangement, the City pays an annual lease amount...similar to an installment purchase...and ownership of the tower transfers to the City at the end of the lease term. The City has full authority to sublease space on the tower. Under a lease/purchase agreement with Dooling Lease Management Corporation (affiliated with Umpqua Bank Leasing) with a down payment of \$300,788, we could do a lease/purchase financing over a period of 15 years at approximately \$47,000/year. The City has the capacity to make this payment from 9-1-1 revenues; we receive approximately \$150,000 annually in 9-1-1 revenues. Both Sheriff Bishop and the State Office of Emergency Management have confirmed that the current method for providing 9-1-1 services in Curry County is acceptable, which gives us a high level of assurance of receiving the funds on an ongoing basis.

Policy Considerations:

A primary responsibility of local government is to provide public safety services. In providing public services, it is good public policy for the City to provide services in a safe manner. The federal government has mandated a change in the radio frequency which will impact residents

living in close proximity to the existing towers. The existing communications towers utilized by the City place the City's communications system in peril during disaster events. By proceeding with the project now utilizing financing, taxpayers who are paying toward the facility through the 9-1-1 funds will receive the benefit now. "Saving up" for the project over a period of year places the financial burden on current taxpayers who may not benefit from the project. Construction costs are rising at a pace that outpaces the amount of annual set-aside. Proceeding now takes advantage of lower interest rates while construction costs continue to rise.

- Attachment(s): 1) Excerpts from Motorola proposal
2) Lease Purchase Agreement



Section 2. System Description

2.1 Overview Summary

Brookings Police Department, in Brookings, Oregon has initiated a communications system and site upgrade, effectively replacing their existing Marina Hts remote radio site with a new construction radio site building, tower, and radio equipment, all to be co-located next to Brookings City Hall.

1. Existing remote site layout: In a nearby neighborhood on a hill behind Brookings PD is the Marina Hts remote radio site. It is a small shared water district wooden building adjoining private property. The existing Brookings PD radio equipment and antennas at Marina Hts. are now dated, and will be replaced by new upgraded radio equipment and antennas at the new communications radio site adjacent to Brookings City Hall.
2. Proposed site layout: The new Brookings PD remote radio site will occupy part of a 25 ft x 130 ft. strip of flat land, which borders the Brookings PD/City Hall building parking lot along its eastern edge. The new Brookings PD communications building is a prefabricated 12' x 34' concrete building, complete with a 70 KW backup power generator room. The new tower will be a Valmont-PiRod 150 ft tall three-legged self-supporting tower.
3. Proposed radio equipment: Existing Brookings base station equipment will be replaced with four (4) Motorola VHF Astro Quantar base station radios and three (3) Motorola VHF XTL series control station radios. This radio equipment, together with a back-up 48VDC power system, VHF RF mux equipment, and ancillary inter-building communications cabling and protectors will comprise the main replacement communications system.

Note that Day Wireless operates two (2) UHF analog community repeaters at the Marina Hts. Site, and will move their existing repeaters into the new communications building radio site. Day Wireless will be tasked to make this transition and to supply new replacement UHF antennas for the new tower.

10. Three Motorola Astro conventional XTL5000 series control station radios are provided in the new communications building. These are mobile radios configured with a LYRIX 2001 radio interface, so they can be operated in mixed mode and operate standard 4Wire E&M to the console CEB. All three stations are RF interfaced to a TXRX 8 port short haul combiner with a head-end in-line resistive power attenuator to prevent signal overload to/from Black Mound site and to increase the intermodulation spec significantly. The additional spare RF combiner ports and +12VDC power system is designed to handle up to 5 additional future control station radios for linking to the Curry County VHF system at the Black Mound site.
11. Spare equipment was kept to a minimum. The equipment list does include a spare XTL5000 Astro control station radio and a spare LYRIX 2001 radio interface unit.





Section 3. System Drawings

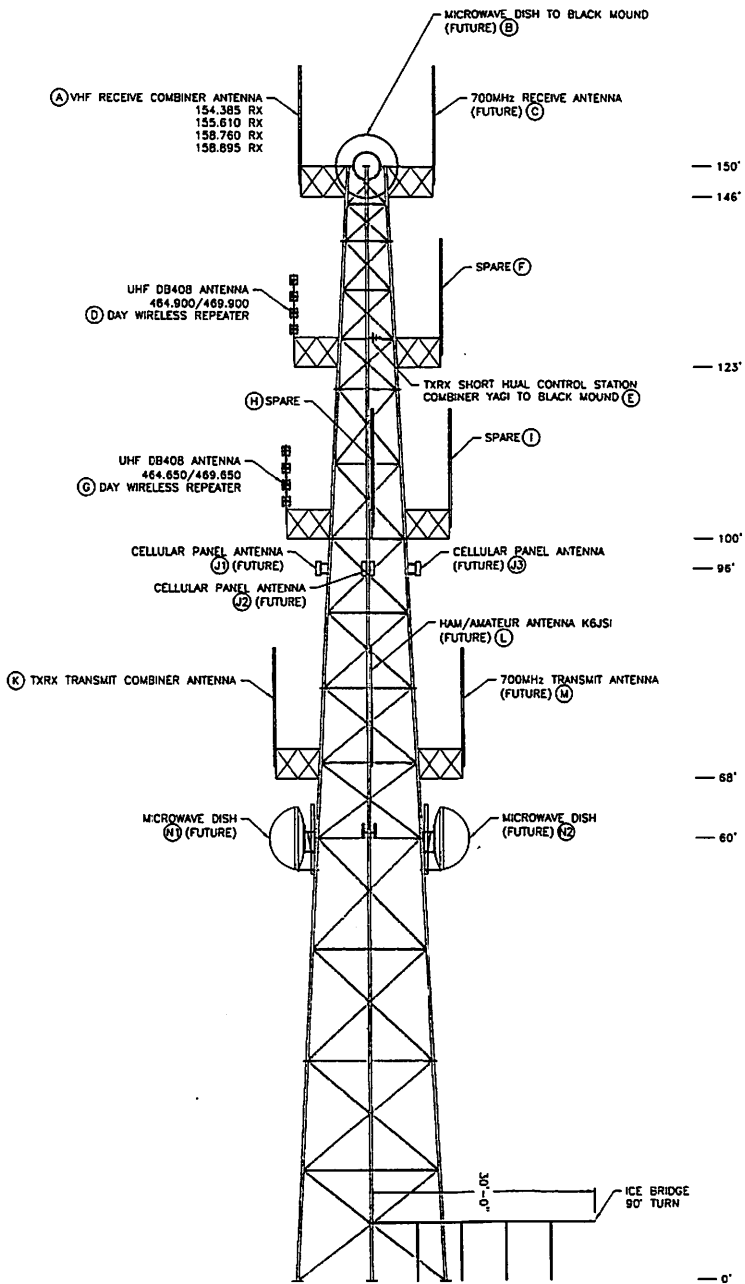
Please see system drawings for the proposed system, attached below.

Motorola Confidential Restricted
Use or disclosure of this proposal is
subject to the restrictions on the title page

City of Brookings
Brookings Police Communications Upgrade Project
System Drawings
May 28, 2008

3-1

- NOTES:
1. TOWER LOCATION:
42-3-19.7 N. LATITUDE
124-17-11.6 W. LONGITUDE
 2. GROUND ELEVATION (AMSL):
158'



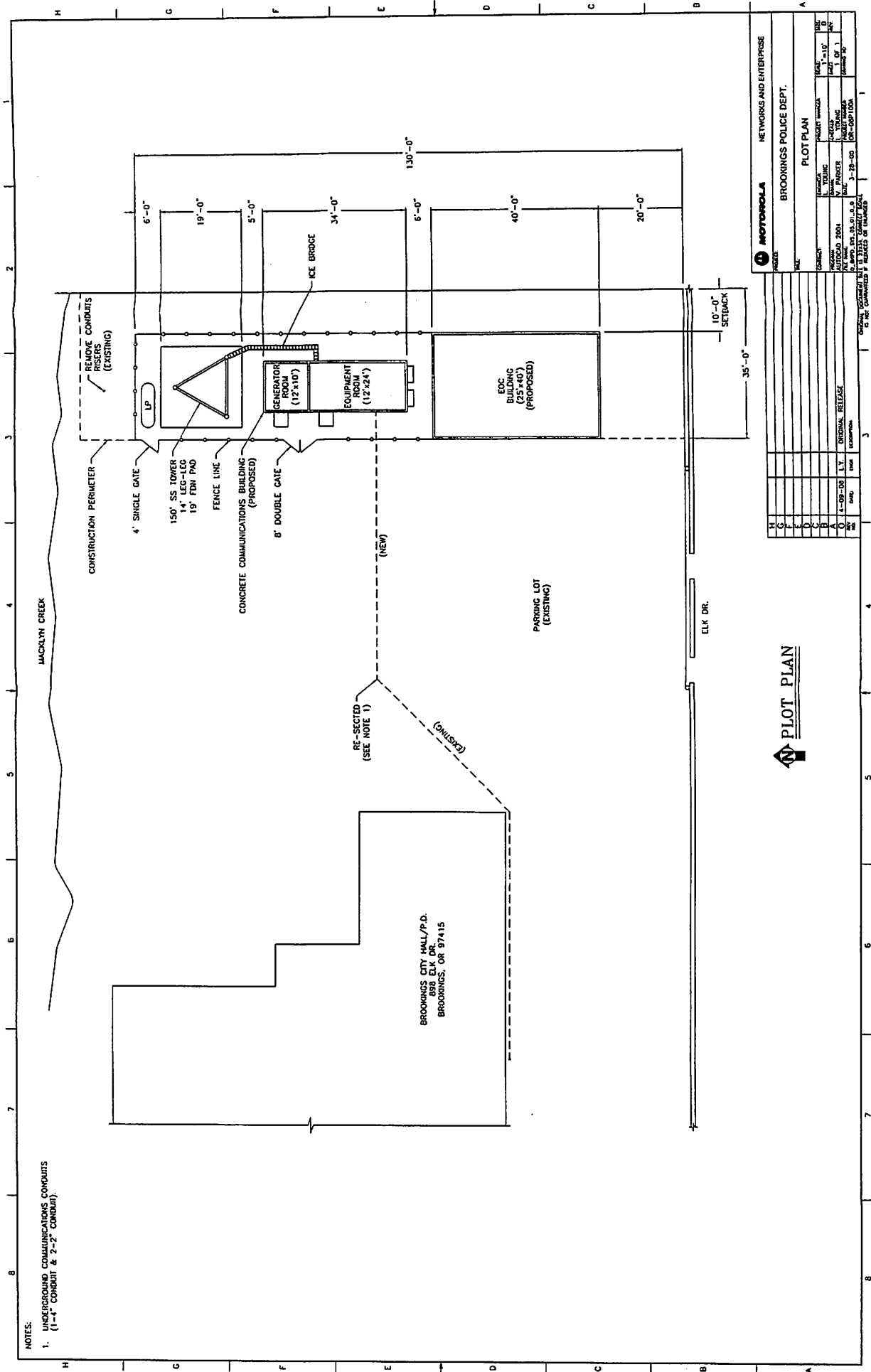
TOWER ELEVATION/ANTENNA PLACEMENT

NO.	DATE	REVISION	BY	CHKD.	DESCRIPTION
1	1-23-03	ORIGINAL RELEASE			

MOTOROLA		NETWORKS AND ENTERPRISE	
TOWER ELEVATION/ANTENNA PLACEMENT			
BROOKINGS POLICE DEPT.			
PROJECT NO.	DATE	BY	CHKD.
1-23-03	1-23-03		
PROJECT NO.	DATE	BY	CHKD.
1-23-03	1-23-03		

NOTES:

- UNDERGROUND COMMUNICATIONS CONDUITS (1-4" CONDUIT & 2-2" CONDUIT)



MOTOROLA NETWORKS AND ENTERPRISE	
PROJECT: BROOKINGS POLICE DEPT.	
PLOT PLAN	
DATE: 3-28-00	PROJECT NUMBER: 001-10
DESIGNED BY: [Name]	CHECKED BY: [Name]
DRAWN BY: [Name]	APPROVED BY: [Name]
SCALE: AS SHOWN	PROJECT NO. 001-10
DATE: 3-28-00	PROJECT NO. 001-10



(47)

D
L M DOOLING LEASE MANAGEMENT CORP.

June 24, 2008

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Gary:

We are pleased to submit the following municipal lease proposal on the new equipment to be acquired by City of Brookings. This municipal lease proposal is to provide you with certain basic, general information on the proposed lease transaction. The specific final terms and conditions of the lease transaction will be subject to documentation satisfactory to both City of Brookings and Umpqua Bank Leasing as well as final investment committee review and approval by the management of the LESSOR, and availability of funds.

LESSOR:

Umpqua Bank Leasing

LESSEE:

City of Brookings

EQUIPMENT:

Communications Tower

EQUIPMENT COST:

Approximately \$518,000.00, including freight and installation expense.

FUNDING:

Upon equipment delivery and acceptance by LESSEE. Prior to actual lease closing and upon partial equipment deliveries being made and acceptance by LESSEE, interim disbursements can be made by the LESSOR to such equipment supplier(s). In such event, Interim Rent at the daily rental factor of 0.01341236% will be charged, (which is 4.82845% per annum) which will be computed daily from the date of such disbursements and payable on the last day of each calendar quarter before the due date of the first regular Lease payment, unless LESSOR elects to receive payment in a lump sum on the due date of the first regular Lease payment or add it to the lease.

LEASE TERM:

15 Years

RENTAL PAYMENTS Computed at 4.82845% per annum:

Rentals, expressed below as a percentage of equipment cost, are payable annually in advance, beginning upon lease closing.

9.08421%*

* Rate adjusted at the end of five years as per last paragraph.

Assuming an equipment cost of \$518,000.00, the annual rentals, excluding taxes, if applicable, would be:

\$47,056.21

OBLIGATORY PURCHASE OPTIONS:

At lease expiration, LESSEE agrees to purchase all, but not less than all, and LESSOR agrees to sell all, but not less than all, of the equipment for \$1.00.

TAXES:

The LESSEE shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of the LESSOR by the United States, the State of Oregon, or other applicable jurisdictions.

INSURANCE:

LESSEE, at its own expense, will provide all-inclusive insurance in the joint names of the LESSOR and LESSEE including, but not limited to, public liability and property damage and casualty coverage.

REPAIRS:

LESSEE, at its sole cost and expense, will keep and maintain the equipment in good operating order, repair and condition.

EXPENSES:

Whether or not the lease transaction contemplated hereunder is consummated, LESSEE, upon acceptance of this proposal, will be required to pay all reasonable out-of-pocket expenses including, but not limited to, documentation and legal expenses applicable to the lease transaction incurred by the LESSOR. We estimate these to be nominal. Standard documentation fee is \$75.00. (Payments to be made by LESSEE under this paragraph will be in addition to any liquidated damages for which LESSEE may be liable as provided below under COMMITMENT FEE.)

COMMITMENT FEE: *Waived*

Upon acceptance of this proposal, LESSEE agrees to pay to LESSOR a Commitment Fee in the amount of \$500.00, which shall not bear interest. Such fee will be credited to LESSEE upon lease closing, or will be returned to LESSEE if this proposed lease is not approved by our Investment Committee. If, through no fault of LESSOR, however, lease closing has not taken place, or the lease contemplated herein is not consummated prior to November 30, 2008, LESSEE agrees LESSOR can retain the Commitment Fee as liquidated damages to compensate for time spent, labor and services performed, loss of rent and any other losses incurred by LESSOR in connection with the transaction contemplated herein. LESSEE agrees that the damages, which would be sustained by LESSOR should the proposed lease not be consummated, are difficult to ascertain at this time.

USE AND SELECTION OF EQUIPMENT:

LESSEE will use the equipment solely for business purposes. The equipment and its supplier(s) are the sole choice of LESSEE.

REPRESENTATIONS & FINANCIAL INFORMATION:

LESSEE will make certain representations and warranties and will provide financial statements including balance sheets and profit and loss statements in conformance with generally accepted accounting principles at such time as LESSOR may reasonably request. LESSEE warrants such financial information as being a full, true, and correct statement of LESSEE'S financial condition on stated dates and further agrees to notify LESSOR immediately in writing of any materially unfavorable change in LESSEE'S condition.

BID EXPIRATION:

This bid expires ten (10) days from date hereof if not accepted by LESSEE.

OUTSIDE DELIVERY DATE:

Obligations incurred by LESSOR under this bid or subsequent lease terminate with regard to any equipment not delivered to and accepted by LESSEE by November 30, 2008.

OPINION OF COUNSEL:

LESSEE agrees to provide a letter from Counsel stating that the City of Brookings is a duly constituted political subdivision, that the municipal lease is a legal, valid and binding obligation of the City of Brookings and that the interest payments in this agreement are exempt from federal taxes in applicable sections of the Internal Revenue Service Code.

RIGHT TO REQUEST REASONS FOR CREDIT DENIAL:

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Dooling Lease Management Corp. within 60 days from the date you are notified of the decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); or because all or part of the applicant's income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

UNIFORM COMMERCIAL CODE FINANCING STATEMENT AUTHORIZATION:

Our signature below authorizes Umpqua Bank Leasing to file an initial financing statement and amendments thereto for the equipment and other personal property described in the Lease.

ACCEPTANCE:

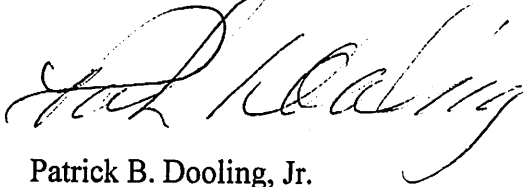
You may indicate your acceptance of this proposal by executing the enclosed copy of this letter, and returning it together with the Commitment Fee. Please make this check payable to Dooling Lease Management Corp., 6400 S.W. Corbett Avenue, Portland, Oregon 97239-3558.

We appreciate the opportunity to submit this proposal, and if you have any questions or require further information, please feel free to contact our office.

* At the end of a ten year period following lease closing, the payment factor will be adjusted based on 69% of the then current Federal Home Loan Bank Intermediate amortizing 5 year rate (4.48% at present) plus 250 basis points.

Cordially,

DOOLING LEASE MANAGEMENT CORP.



Patrick B. Dooling, Jr.
President

PBD/kt

c: Bogue Morgan, SVP/Coastal Division Loan Manager, Umpqua Bank
Pam Plummer, VP/Commercial Lending Officer, Umpqua Bank
Craig Friar, VP/Commercial Loan Officer, Umpqua Bank

The above terms and conditions are hereby agreed to and accepted this _____ day of _____, 20____.

City of Brookings

By _____ Title _____

Gary Milliman

From: Bill Sharp
Sent: Wednesday, July 09, 2008 8:49 AM
To: Gary Milliman
Subject: RE: Fire?

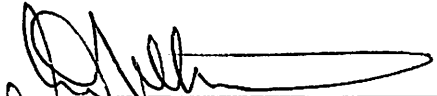
Gary, yes we had two and a MVA. At the moment the calls were to be toned out over dispatch the radio system went down. It is believed due to the heat. I had to physically walk into dispatch to get the information on the original call at Kerrs hardware. We all switched to the Police frequency as it was still working. They then notified us a bit latter on the PD channel about the MVA and brush fire. They got the radio system back up on the fire frequency around 9 pm. Talked with the Chief while it was going on to let him know what was happening. This just really reinforces what we are attempting to do as to replacing this system.

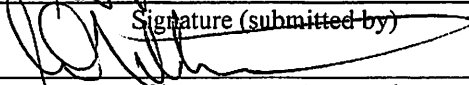
Chief Sharp

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Agreement with Teamsters Local Union 223, Police Unit

Recommended Motion: Motion to ratify Collective Bargaining Agreement between the City of Brookings and Teamsters Local Union 223 for police employees for the period July 1, 2008 to June 30, 2010.

Financial Impact:

An estimated \$48,670 for current fiscal year, and similar amount in each of the next two fiscal years. The amount for the current fiscal year is in the adopted budget.

Background/Discussion:

The City management and representatives of the Teamsters Union, police employees unit, have been meeting for several months to negotiate terms for a new collective bargaining agreement. The "current" agreement expired June 30. The proposed agreement has been ratified by the police employees unit.

Key elements of change in the proposed Agreement from the past Agreement are:

- Provides for a 4.0 per cent cost of living salary increase effective July 1, 2008.
- Provides for cost of living salary increases of 3.0-4.0 per cent effective July 1, 2009 and July 1, 2010, based upon the All Cities CPI-W formula.
- Provides that employees will pay a portion of health insurance costs if the premium increases by more than 10 per cent annually.
- Consolidates the Police Officer I and Police Officer II salary ranges, and reduces the range from seven to six steps.
- Consolidates the Communications Officer I and Communications Officer II ranges, and reduces the range from seven to six steps.
- Changes the formula for accrual of sick leave.
- Authorizes transfer of sick leave, upon the approval of the employee, from one employee sick leave account to the employee sick leave account of another employee, if certain conditions are met.
- Provides for an additional 5.0 per cent salary increase if the proposed police levy is approved by the voters.
- Adds "domestic partner" to the definition of "immediate family."
- Makes language/procedural changes in the administration of shift rotations, documentation of disciplinary action, use of paid leave and firearms training supplies.

This Agreement affects all employees working in the classifications of Police Officer, Investigator and Communications Officer. Typically, any changes in compensation/benefits provided to this unit are also made applicable to non-union positions within the Police Department, including Police Sergeant and Police Lieutenant, in order to provide consistency in administration.

The 2008-09 cost of the proposed Agreement is included in the 2008-09 Budget.

Policy Considerations:

The City is required to meet and confer in good faith with labor unions to attempt to reach a collective bargaining agreement. The proposed Agreement represents substantial compromise on the part of both the City and the Union. Increases in employee compensation are appropriate in order to remain competitive and avoid employee turnover.

Attachment(s): Collective Bargaining Agreement

CITY OF BROOKINGS (POLICE)
AND
TEAMSTERS LOCAL UNION NO. 223
COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2008 - JUNE 30, 2011

UNION NEGOTIATING TEAM

Brent Jensen, Chief Negotiator
Curt Lunsford, Police Officer
Tracy LeJeune, Dispatcher

CITY NEGOTIATING TEAM

Gary Milliman, City Manager
Patti Dunn, Finance Director
Chris Wallace, Police Chief
John Bishop, Police Lieutenant

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PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Teamster's Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon herein called "Union" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the Brookings Police Department.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all full-time Police Officers, all full-time Detectives, all Communication Officers full and part-time, excluding confidential and supervisory employees specifically the Police Chief, Sergeants, Communications Supervisor, less than full-time police department employees and temporary employees (not to exceed more than 180 calendar days in a calendar year.

A full-time employee is hereby defined as one who is regularly scheduled to work more than 32 hours per week

A part-time employee is hereby defined as one who is regularly scheduled to work less than 32 hours per week.

ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, union membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Union and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives,

functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

3.2 Illustration. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
2. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto so long as such is not in contradiction with this Agreement.
4. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future so long as such is not in contradiction with this Agreement.
5. To manage and direct the work force, including: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment and supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
7. The City has the right to continue to subcontract the types of work it presently subcontracts.

ARTICLE 4 - POLICIES & PROCEDURES

4.1 Manuals. The City will provide each employee and the Union with a copy of the Police Department Policies and Procedures Manual and the City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

ARTICLE 5 - UNION SECURITY

5.1 Fair Share. All employees covered by this Agreement shall, within thirty (30) days from date of employment, either; (1) become and remain members of the Union; or (2) tender to the Union their fair

share of the cost of negotiating and administering the labor agreement in good dues standing, except as otherwise noted in this Article.

5.2 Religious Objection. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall not be required to join the Union as a condition of employment or to enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the regular dues and initiation fees and assessments to a non-religious charity mutually agreed upon by the employees and the Union. The employee shall furnish written proof to the City and the Union that this requirement is met each month.

5.3 Check Off. The City, when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fee. If the employee has not joined the Union within the required time, the fair share amount shall be deducted from the employee's pay check and paid the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month and forward to the Union within ten (10) calendar days.

5.4 Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless in the event of any suit or claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Union in the execution of these provisions.

5.5 New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

6.2 Pay Periods. Employees shall be paid every other Friday. In the event the regular pay day falls on a recognized holiday, employees shall be paid on the last preceding regular work day.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position due to scheduling of vacation time off shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

6.4 New Classification. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Union by certified mail. The Union may, within fifteen days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

- A. An employee shall receive only one (1) step increase at the successful completion of probation.
- B. An employee with satisfactory performance shall be granted a step increase on his anniversary date as defined in Section 6.5.

ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Investigators and Communications Officers will receive monthly certification pay (as shown under 7.2) based upon their DPSST certification level and having completed the minimum number of approved training hours per DPSST training requirements.

7.2 Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month after the Police Chief is officially notified of said certification, based upon their certification level:

<u>Position</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Dispatcher	0%	2 ½%	5%
Patrol Officer	0%	2 ½%	5%
Investigator	0%	0%	5%

For the purpose of this table it is understood the employee would only be paid for the certification which the employee holds above the certification that is required for that position. (ie. Investigator requires an intermediate certification) these percentage rates are not combined rather they are the total increase for the specific certification.

ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8) hour days. With two (2) consecutive days off. Eight (8) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two week rotation period.

8.2 Breaks. Each employee shall receive a paid one-half (1/2) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

8.3 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other flexible work schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The GRAVE RELIEF shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. The City will not incur any double back time for this shift. Employees shall not be scheduled to work more than twelve (12) hours in a twenty-four (24) hour period except for emergency situations. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least ten (10) days in advance.

8.5 Shift Rotation. Sworn employees working rotating shifts shall bid for shifts during the month of November for each calendar quarter of the following year. Shift selection shall be by seniority within the bargaining unit by job description (Police Officer). Probationary employees may be assigned shifts, starting and quitting times, and days off at the discretion of the City. The year's shift schedule shall be posted no later than December 15th for the following calendar year. Employees shall bid and work at least two different shifts in a calendar year. For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard.

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Chief or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Chief or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FSLA regulations.

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

Paid leave hours, including sick leave, compensatory time off, holiday leave and vacation leave, are considered hours worked for the purposes of computing overtime.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of cash or compensatory time off at the discretion of the City until the employee has accumulated a maximum of one hundred twenty (120) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted one hundred twenty (120) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned one hundred twenty (120) hours.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work or required to appear in court in a work related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate. However, an employee called back in such manner on their scheduled days off shall receive a minimum of three (3) hours at the overtime rate. For the purposes of this section, an employee's "scheduled days off" shall begin one hour after their regular quitting time on the last work shift prior to their days off and end one hour before the employee's next regularly scheduled work shift.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following days shall be recognized by the City as official holidays:

- 1) New Years Day on January 1
- 2) Martin Luther Kings Birthday on the third Monday in January
- 3) President's Day on the 3rd. Monday in February
- 4) Memorial Day on the last Monday in May
- 5) Independence Day on July 4
- 6) Labor Day on the 1st Monday in September
- 7) Veterans Day, November 11
- 8) Thanksgiving Day on the 4th Thursday in November
- 9) Day after Thanksgiving
- 10) Christmas Day on December 25
- 11) (2) Floating Holidays (must be taken at a mutually agreeable time)

11.2 Holiday Pay. Those full-time employees working a regular schedule of eight- (8) hour days shall receive eight (8) hours of pay at the employee's regular hourly rate of pay for each of the holidays listed above. Those full-time employees working a regular schedule of ten- (10) hour days or twelve- (12) hour days shall receive ten (10) hours of pay or twelve (12) hours of pay, respectively, for each of the holidays listed above.

11.3 Holiday Work. Employees required to work on the above holidays shall receive holiday pay at their current pay rate as provided above, in addition to either the current rate of pay for each hour worked on the holiday or, time off at the option of the employee at the straight time rate for each hour worked on the holiday.

11.4 Part-Time. Part-time employees will not be entitled to holiday pay. However, a part-time employee who is required to work on one of the holidays listed above shall be paid double-time for all hours worked on such holiday.

ARTICLE 12 - VACATIONS

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rate:

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	96 hours
5 - 9	120 hours
10 -14	144 hours
15-19	168 hours
20 +	200 hours

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 120-hour rate beginning March 1, 2009. However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the department except that time spent by an employee on approved military leave, vacation or sick leave.

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Chief and City Manager.

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who already submitted his request. All employees shall be scheduled for and granted a vacation each year after the completion of probation.

ARTICLE 13 - SICK LEAVE

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with at least twenty (20) years of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after three (3) days.

13.3 Family Illness. Sick leave of one day per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave.

13.4 Compassionate Leave. Up to seven (7) days of sick leave per occurrence may be used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the State Compensation Board, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Sick Leave Without Pay. Any full-time employee in need of an extended amount of time off due to illness or injury may apply for leave without pay for up to ninety (90) calendar days once all other accrued leave with pay has been depleted.

13.8 Maternity/Parental Leave. Parental leave shall be provided in accordance with applicable law.

13.9 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

ARTICLE 14 - UNION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Union shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Union when such cannot reasonably be done outside working hours. Said employees will be expected to respond to emergency calls, however.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Miscellaneous Leave With Pay. A full-time employee, with approval, is entitled to leave his duties without loss of time, pay, or other benefits for absence caused by:

1. Voting. Time necessary for voting, when the employee is unable to vote before or after working hours, due to an emergency work schedule.
2. Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military

leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Union with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The city shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closet to their former salary.

16.5 Recall. Employees shall maintain recall rights for twelve (12) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the

classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New employees shall be on probation without seniority for the first twelve (12) months of their employment. During this probationary period employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgement, his work or conduct is below acceptable standards. The judgement of the City shall not be grieveable.

ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Union shall be provided with job descriptions. If during the life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Union. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice. The City will provide to each police officer, upon request, up to one-hundred (100) rounds total, for both weapons, per year practice ammunition and adequate duty ammunition.

18.2 Protective Vest. The City will provide a bullet resistant vest to Criminal Division employees when hired and replace vests as recommended by the manufacturer or if reliability of the vest has been credibly established. The employee will be required to wear the vest while on duty.

18.3 Investigator Clothing Allowance. Investigators shall receive \$500 per year clothing allowance.

ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

ARTICLE 20 - MILEAGE AND PER DIEM

20.1 Per Diem. All pre-approved reasonable meal and lodging expenses incurred during assignment on behalf of the City shall be reimbursed at the actual cost. City vehicles will be provided when possible.

20.2 Mileage. The City will reimburse employees at the current allowable IRS rate whenever they are directed and authorized to use their personal vehicle for approved City business. However, City vehicles will be provided when possible.

ARTICLE 21 - EXTRA DUTY AND RESERVES

21.1 Extra Duty. Employees who volunteer to engage in off-duty Police related activities at the request of the City, shall be subject to the chain of command, protected by the City benefits and compensated through the City. These assignments may be offered by or through the City on a voluntary basis or may be assigned to regular or reserve Officers. When offered to regular Officers, these assignments will be offered on a seniority basis.

21.2 Reserves. The City may assign reserve volunteers to perform Police duties. However, the City will not diminish the duties assigned to regular employees by utilization of reserve officers. The Chief may

assign reserves and regular Officers to fill special duty assignments requested by community event sponsors.

ARTICLE 22 - RETIREMENT

22.1 Retirement. The city shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or it's successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

ARTICLE 23 - HEALTH INSURANCE

23.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance provided by the Oregon Teamster Trust (or equal plan) under the following plans: Medical Plan FW, Dental Plan Five, and Vision Plan Three. The City will pay the premiums for such coverage through December 31, 2008. Effective January 1, 2009, the City will pay the premiums for such coverage up to ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Effective January 1, 2010, the City will pay the premiums for such coverage up to ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Effective January 1, 2011, the City will pay the premiums for such coverage up to the ten (10) percent above the premium for the preceding month. Any amount above the ten (10) percent increase shall be paid by the employee through payroll deduction. Payment of premiums for coverage subsequent to June 30, 2011, shall be a matter for collective bargaining.

Eligibility. A full-time employees as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

23.2 Part-Time Employees. Part-time employees shall not be eligible for any insurance coverage.

ARTICLE 24 - LIFE INSURANCE

24.1 Life Insurance. The City agrees to provide ten thousand dollars (\$10,000) of term life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 25 - LIABILITY AND INDEMNIFICATION

25.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

26.1 Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

1. For job related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.
2. For job related courses taken on the employee's own initiative with the City's approval, the City shall reimburse the employee for up to 100% of the cost of tuition and books.
3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.

ARTICLE 27 - DISCIPLINE

27.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level. Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands/warnings or counselings shall not be placed in an employee's personnel file.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

27.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

27.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

ARTICLE 28 - USE OF ALCOHOL AND DRUGS

28.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have a Union representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.
2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.
3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 29 - PERSONNEL FILES

29.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of material received prior to the date of his employment by the City. The official personnel file shall be maintained by the City Manager or his designee.

29.2 Employee Response. An employee may respond, in writing, to any item placed in his personnel file, and said response shall become a part of said file.

29.3 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

29.4 Removal of Negative Material. Materials of a negative nature shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 30 - GRIEVANCE PROCEDURE

30.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement.

There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Immediate Supervisor. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

Step 2. Police Chief. If the complaint, having been presented to the immediate supervisor in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union, may file it as a grievance, in writing, with the Police Chief within fourteen (14) calendar days of receipt of the written answer from the supervisor. The written grievance shall include the following:

- a) The nature of the facts describing the problem
- b) Provisions of the Agreement alleged to have been violated
- c) The nature of the remedy sought
- d) The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The Chief shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. City Manager. In the event the matter remains unresolved at Step 2, the Union may request in writing, within ten (10) calendar days of receipt of the written answer of the Police Chief in Step 2, a meeting to review the matter with the City Manager. The City Manager shall set said meeting at a mutually agreeable time within seven (7) calendar days of the receipt of the request and shall respond in writing within ten (10) calendar days of said meeting.

Step 4. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may, within ten (10) calendar days of the date of the City Manager's response, notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

30.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its own case.

30.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits

contained herein. If either party fails to follow such limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (b) If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 31 - NO STRIKE - NO LOCKOUT

31.1 Strike. During the term of this Agreement the Union shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

31.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

31.3 Union's Responsibility. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Union upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

31.4 Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

31.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE 32 - BULLETIN BOARD

32.1 Bulletin Board. A Bulletin Board and space for same shall be provided by the City. Postings on such Board shall be restricted to official business.

ARTICLE 33 - OUTSIDE EMPLOYMENT

33.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the Chief by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City.
2. In no way conflict with the interest of the City or be a discredit to the City.
3. Not take preference over work required by City employment.

33.2 City Response. Written response shall be provided by the Chief within fifteen (15) days of the request.

33.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days

notice shall be given.

ARTICLE 34 - SAVINGS CLAUSE

34.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. This Agreement shall go into effect at 12:01 a.m. July 1, 2008, and shall remain in effect through June 30, 2011. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice on the other no later than January 1, prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Union:

Signature Date

Signature Date

Title

Title

EXHIBIT "A"
 SCHEDULE "A" - WAGES
 Effective July 1, 2008
 (Reflecting 4% COLA)

	Range	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Communications Officer	6	2563	2691	2826	2967	3115	3271
Police Officer	10	3114	3270	3433	3605	3785	3974
Investigator	12	3433	3605	3785	3974	4173	4382

Market Adjustment- The parties agree that, if the citizens of Brookings pass the public safety tax levy set for the November 2008 ballot, wages shall be increased at all steps and positions by 5%, retroactively administered to July 1, 2008. Further, the City agrees that if the public safety tax levy does not pass, the Union may, with thirty (30) days written notice, re-open the contract to negotiate a market adjustment of the above wage schedule.

Effective July 1, 2009, the pay for bargaining unit employees shall be increased by the All Cities CPI-W March 2008 to March 2009, with a minimum of three percent (3%) and a maximum of four percent (4%).

Effective July 1, 2010, the pay for bargaining unit employees shall be increased by the All Cities CPI-W March 2009 to March 2010, with a minimum of three percent (3%) and a maximum of four percent (4%).

Police Dog Handler (K-9) Speciality Pay. An Officer assigned as a Police Dog Handler (K-9) shall receive five percent (5%) on his base salary.

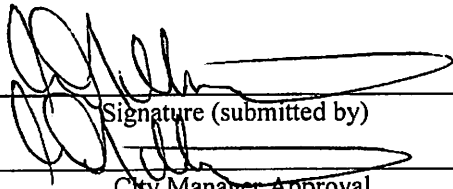
Training. Employees assigned to train new employees shall receive a five percent (5%) pay differential during the period of such assignments of more than five (5) consecutive work days.

Language Differential. An employee who demonstrates the ability to fluently converse in Spanish shall receive an additional 2.5% above his base salary. The City shall schedule an examination in conversational Spanish as necessary, and upon certification of proficiency by the examiner said employee shall receive the pay differential on the first day of the payroll period following the certification.

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Intergovernmental Agreement with Oregon Department of Transportation regarding Appeal of County Planning Commission decision on weigh station conditional use permit.

Recommended Motion:

Motion to authorize the Mayor to sign the Intergovernmental Agreement with the Oregon Department of Transportation regarding cost sharing for the appeal of the Curry County Planning Commission decision on the conditional use permit application for the weigh station on Highway 101 near McVay Lane.

Financial Impact: Up to \$10,000.

Background/Discussion:

At its Special Meeting of May 5, 2008, the City Council authorized the City Manager to file an appeal of the Curry County Planning Commission decision concerning the conditional use permit on the ODOT weigh station project on Highway 101 near McVay Lane. Appeal documents were filed with the County by the City.

Based upon the City's express support for the project, ODOT took action to appeal the decision. The City then withdrew its appeal (only one appealing party is allowed).

ODOT is now requesting that the City share in the cost of the appeal in an amount not to exceed \$10,000.

Construction of intersection improvements and signalization of the Highway 101/constitution Way intersection is contingent upon the relocation of the weigh station.

Policy Considerations: ODOT's decision to file an appeal resulted in the City not having to pay appeal fees and legal costs associated with pursuing the appeal on its own. The City has been an active participant in the appeal.

Attachment(s): Intergovernmental Agreement with ODOT

INTERGOVERNMENTAL AGREEMENT
Cooperative Appeal Agreement: City of Brookings

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 "State"; and the City of Brookings, acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. U.S. Highway 101 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Constitution Way/North Bank Road and Azalea Park Road are a part of the City of Brookings street system under the jurisdiction and control of Agency.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

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. Under such authority, State and Agency agree to coordinate efforts and provide resources and funding to facilitate the appeal of the Curry County Planning Commission Decision No. AD-0803, denying a conditional use permit for the relocation of the weigh station currently located at the intersection of Highway 101 and Constitution Way to a new location within State's highway right of way.
2. The appeal addresses the denial by the Curry County Planning Commission of a conditional use permit to be used by State and Agency for the North Bank Chetco

Key Number

River Road Project, Key Number 13772. For the North Bank Chetco River Road Project, State and Agency shall design, construct, and make intersection improvements to Constitution Way and Bridge Street which shall include the installation of a traffic signal at the intersection of U.S. 101 & Constitution Way, improvements to the intersection alignment, relocation of the existing weigh station, and the name change of Constitution Way to North Bank Chetco River Road.

3. The appeal will be financed at an estimated cost of \$20,000 in State and Agency funds. State and Agency each agree to provide half of the funds, or no more than \$10,000 per party. In the event costs for the appeal exceed this amount, State and Agency shall reevaluate funding obligations. If State and Agency agree to changes to the Project scope or funding obligations, an amendment to this Agreement shall be executed to reflect such changes. If such an agreement cannot be reached, State, at its sole discretion, shall determine whether State shall contribute additional funding to the appeal process.
4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the appeal and final payment.

AGENCY OBLIGATIONS

1. Agency shall provide administrative and financial support for State's appeal of the Curry County Planning Commission's denial of the conditional use permit to the Curry County Board of Commissioners. Agency shall contribute \$10,000 to cover the costs of the appeal. Agency shall coordinate with State in the appeal. Under no circumstances shall Agency's contribution exceed \$10,000, unless this Agreement is amended to increase said contribution.
2. Agency shall attend all public hearings/meetings and provide support for all phases of the Project, to include administrative support and providing testimony when necessary.
3. Only legal assistance and other fees shall be calculated as part of Agency's \$10,000. Agency staff time shall not be charged against Agency's \$10,000 contribution. Agency shall, upon receipt of State's invoice requesting payment of accrued legal assistance fees and other fees, pay the amount due to State per the invoice for Agency's half of the appeal costs. Agency shall, upon accruing charges against State's contribution, send to State an invoice detailing the legal assistance fees and other fees to be reimbursed.

4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Agency's Project Manager is Gary Milliman, Brookings City Manager, *or assigned designee upon individual's absence.*

STATE OBLIGATIONS

1. State shall provide administrative and financial support for the State/Agency appeal of the Curry County Planning Commission's denial of the conditional use permit. State shall contribute \$10,000 to cover the costs of the appeal. State shall coordinate with Agency in the appeal. Under no circumstances shall State's contribution exceed \$10,000, unless this Agreement is amended to increase said funding contribution.
2. Only legal assistance and other fees shall be calculated as part of State's \$10,000. State staff time shall not be charged against State's \$10,000 contribution. State shall, upon receipt of Agency's invoice requesting payment of accrued legal assistance fees and other fees, pay the amount due to Agency per the invoice for State's half of the appeal costs. State shall, upon accruing charges against State's contribution, send to Agency an invoice detailing the legal assistance fees and other fees to be reimbursed.
3. State's Project Manager for this Project is Elizabeth Stacey, ODOT Region 3 Project Leader, 3500 NW Stewart Pkwy, Roseburg, OR 97470 *or assigned designee upon individual's absence.*

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
5. 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 either party unless in writing and signed by both 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Agency/State
Agreement No. 24971

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

City of Brookings, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Counsel _____

Date _____

Agency Contact:
Gary Milliman
898 Elk Drive
Brookings, OR 97415

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 3 Manager

APPROVAL RECOMMENDED

By _____
Area Manager

Date _____

By _____
Region 3 Planning Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General


Date: _____

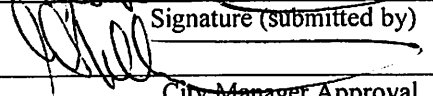
State Contact:
Elizabeth Stacey
3500 NW Stewart Pkwy
(541) 957-3542

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Cooperative Improvement Agreement: U.S. 101 at Constitution Way

Recommended Motion: Motion to authorize the Mayor to execute the Cooperative Improvement Agreement with the Oregon Department of Transportation for construction of the U.S. 101 and Constitution Way intersection.

Financial Impact: Some cost associated with coordination with ODOT in construction of the project.

Background/Discussion:

This is an agreement between the Oregon Department of Transportation (ODOT) and the City with respect to the construction of the Highway 101/Constitution Way intersection. Under the terms of the agreement, ODOT will design, construct and pay for the project. Upon completion of construction, the City would be responsible for maintaining the vehicle detector loops in the pavement on the City street. The City would also agree to rename Constitution Way to "North Bank Chetco River Road." The reason for the renaming is that North Bank Chetco River Road is to avoid the confusion of having a small segment of street between 101 and North Bank Chetco River Road that carries a different name; this is perceived to create confusion to travelers.

Attachment(s): Cooperative Improvement Agreement

**COOPERATIVE IMPROVEMENT AGREEMENT
US 101 @ Constitution Way
City of Brookings**

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 "State"; and the City of Brookings, acting by and through its elected officials, hereinafter referred to as "Agency," collectively hereinafter referred to as the "Parties."

RECITALS

1. U.S. Highway 101 is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission. Constitution Way/North Bank Road and Azalea Park Road are a part of the City of Brookings street system under the jurisdiction and control of Agency.
2. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments 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 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work on this Project will conform to the current State standards and specifications.

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. Under such authority, State and Agency agree that State shall design, construct, and make intersection improvements to Constitution Way and Bridge Street which shall include the installation of a traffic signal at the intersection of U.S. 101 & Constitution Way; and to change the name of Constitution Way to North Bank Chetco River Road, hereinafter referred to as "Project." The location of the Project is approximately as shown on the detailed map attached hereto, marked Exhibit A, and by this reference made a part hereof.

Agency/State
Agreement No. 24760

2. The Project will be financed at an estimated cost of \$2,000,000 in state funds. The estimate for the total Project cost is subject to change. State shall be responsible for any Project costs beyond the estimate.
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 responsibilities for the useful life of the constructed Project components. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.

AGENCY OBLIGATIONS

1. Agency's Project Manager is John Cowan, City of Brookings Public Works Director, *or assigned designee upon individual's absence.*
2. Agency shall maintain the asphaltic concrete pavement surrounding the vehicle detector loops installed in the Agency streets in such a manner as to provide adequate protection for said detector loops.
3. Agency agrees that the Project shall rename Constitution Way to be North Bank Chetco River Road. Agency further agrees that State shall follow Agency's recorded right of way property lines.
4. Agency, if a City, by execution of Agreement, gives its consent as required by ORS 373.030(2) and ORS 105.760 to any and all changes of grade within the Agency limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Agreement.
5. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement. Agency grants State permission to place signage on Agency's right of way. Agency grants State the right to enter onto Agency right of way for the purpose of ongoing maintenance for the signs installed as part of Project.

STATE OBLIGATIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, preliminary engineering and design work required to

produce and provide final plans, specifications and cost estimates for the highway Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

2. State shall be responsible for all costs associated with design, construction and installation of the Project.
3. State shall be responsible for illumination, signing, inspection, turn-on and signal timing. State shall bear the cost of relocating decorative lighting at the Project location. State shall be responsible for utility relocation costs associated with the Project. State shall rename Constitution Way to be North Bank Chetco River Road.
4. State shall, upon signal turn on and proper operation, perform all necessary maintenance of said traffic signals, control the timing established for operation of the traffic signals and pay for maintenance and electrical energy costs for the traffic signals.
5. State shall follow Agency's recorded right of way property lines for all phases of the Project.
6. State's Project Manager for this Project is Elizabeth Stacey, 3500 NW Stewart Pkwy, Roseburg, OR 97470, (541) 957-3542, *or assigned designee upon individual's absence.*

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.

Agency/State
Agreement No. 24760

- b. If 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 State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this 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 State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 4. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 5. 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 either party unless in writing and signed by both 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

Agency/State
Agreement No. 24760

This Project is in the 2006-2009 Statewide Transportation Improvement Program, (Key #13772) that was approved by the Oregon Transportation Commission on August 17, 2005 (or subsequently approved by amendment to the STIP).

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways; Deputy Director, Central Services and the Chief of Staff, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program or in other system plans approved by the Oregon Transportation Commission such as the Oregon Traffic Safety Performance Plan, or in a line item in the biennial budget approved by the Director. The Director may also delegate to other Administrators the authority to execute intergovernmental agreements over \$75,000 for specific programs such as transportation safety, growth management and public transit.

Agency/State
Agreement No. 24760

City of Brookings, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Counsel _____

Date _____

Agency Contact:

John Cowan
Public Works Director
898 Elk Drive
Brookings, OR 97415

STATE OF OREGON, by and through
its Department of Transportation

By _____

Deputy Director, Highways

Date _____

APPROVAL RECOMMENDED

By _____

Technical Services Mgr./Chief
Engineer

Date _____

By _____

Region 3 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

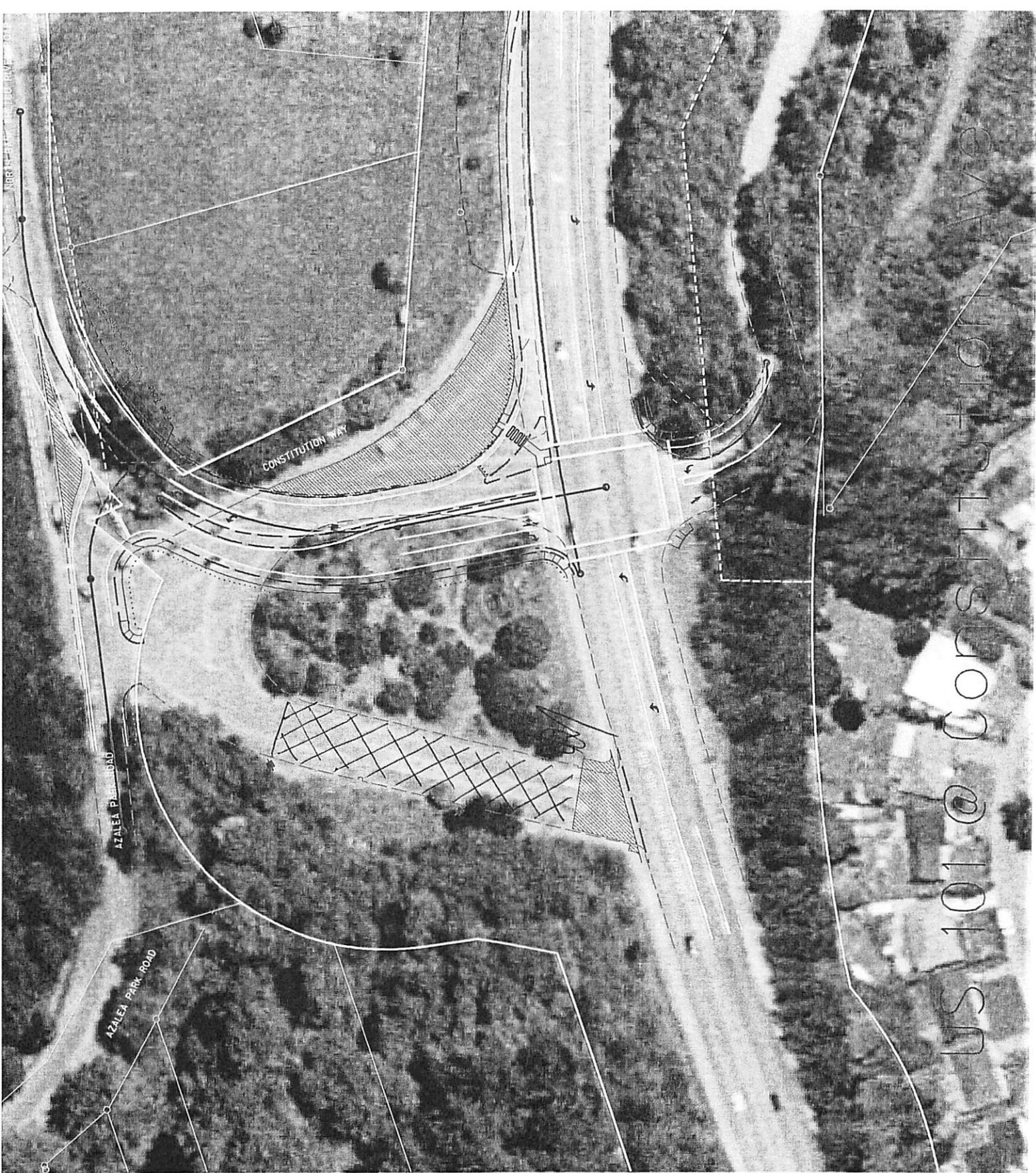
Assistant Attorney General

Date: _____

State Contact:

Elizabeth Stacey
3500 NW Stewart Pkwy
(541) 957-3542

KN 13772
Preliminary Draft



US 101 @ CONSTITUTION AVE



(96)


US 101 @ Constitution Ave

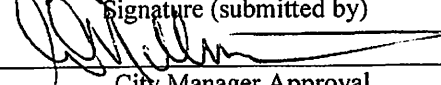
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Water Service Charter Amendment

Recommended Motion: Instruct City Attorney to review and prepare ballot title and question for Charter amendment regarding water service for November 2008 ballot.

Financial Impact: Administrative costs associated with preparing a ballot measure.

Background/Discussion:

The City is currently working with Curry County and various special districts located within the City of Brookings Urban Growth Boundary (UGB) to develop Urban Services Agreements. The goal of this effort is to develop a transition plan for providing urban services in the event the City boundaries are extended to incorporate properties within the UGB.

There are several existing entities that already provide "urban services" to properties within the UGB, including fire districts, the Harbor Sanitary District, and the Harbor Water District. City and County management staff have been discussing how these agencies and the services they provide might be affected by an annexation of a portion of the territory served by them into the City Limits.

Specifically with regard to the water and sewer utility providers, it is important to note that they operate physical facilities located within streets and right-of-ways. While the Harbor Sanitary District delivers sewage to the City for treatment, thus providing an interconnect between the two systems, the Harbor Water District operates an entirely independent system. Management staff does not see the need for the City to assume the operation of these two utility systems if areas they currently serve are annexed.

Indeed, by allowing the Harbor Water District to continue as the water service provider in newly annexed areas, the City would avoid the cost of developing new water sources of supply and maintenance of the distribution system south of the Chetco River.

The City Charter currently provides in Chapter XI, Section 42:

"The right to furnish the inhabitants of said City with water shall be forever vested in the City of Brookings, and no franchise, right or privilege shall hereafter be granted to or contract made with any person or corporation by said City to furnish or supply said City or its inhabitants with water, without

the authorization of the legal voters of said City.”

This section was enacted as a part of a Charter section authorizing the City to sell \$1.3 million in bonds to pay for water system improvements in 1989. Management believes that the purpose of this section was to prohibit the City from selling or contracting the operation of the water system after the bonds were sold as a part of the security for the bond holders; the City would retain authority to set rates as needed to pay the debt service, and the facilities constructed with the proceeds of the bonds would remain the property of the City and an asset supporting the bonds.

There is no similar provision with respect to wastewater (sewer) service.

Management has prepared a draft Measure for the November, 2008, ballot which would provide that the City remains as the sole provider of water service for areas within the City Limits now, but that other public water purveyors would be authorized to provide water service to newly annexed areas. This would provide the same level of security to bond holders as the current Charter language, and would enable the City to annex additional lands that would be served by other public water purveyors.

Policy Considerations:

It is not unusual for a public agency or private company to provide utility services within a City. The City has participated in the establishment of an Urban Growth Boundary, and it is good public policy to develop a transition plan for properties within the UGB that may become a part of the City. The current City Charter presents an impediment to such a transition when the properties involved are served by the Harbor Water District. The water service restriction provision was, apparently, made a part of the Charter not for the purpose of restricting growth, but to protect bond holders. The Charter can be amended to lift, in part, the water service restriction while protecting bond holders.

Attachment(s): Draft ballot language

CAPTION

Amend the City Charter regarding provision of water service.

QUESTION

Shall Section 42 of City Charter providing that only the City may provide water service to its inhabitants be amended?

SUMMARY

Section 42 of the City Charter provides, in part:

“The right to furnish the inhabitants of said City with water shall be forever vested in the City of Brookings, and no franchise, right or privilege shall hereafter be granted to or contract made with any person or corporation by said City to furnish or supply the said City or its inhabitants with water, without the authorization of the legal voters of said City.”

This Measure would substitute the following language:

“The right to furnish potable water within the City Limits as existing November 4, 2008, shall be vested in the City of Brookings. Public water purveyors licensed by the State of Oregon may provide potable water service to lands annexed after said date.”


The City Charter precludes the City from annexing property already served by a public water system, such as the Harbor Water District. The change would enable the City to annex areas receiving water service from other public agencies without the expense of expanding the City water system or obtaining additional water rights.

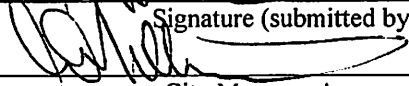
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 14, 2008

Originating Dept: City Council



Signature (submitted by)


City Manager Approval

Subject: City Manager Annual Review

Recommended Motion: The City Council finds that the performance of the City Manager has met or exceeded expectations during his first 12 months of employment, fulfilling the criteria for a salary increase of \$5,000 annually effective with his anniversary date. Further, the Council moves to extend a cost of living salary increase of 4.0 per cent to the City Manager and agrees to pay the medical premium cost for the participation of the City Manager and his spouse in the California Public Employees Retirement System medical insurance program in an amount not to exceed the same premium amount paid by the City for other city employees and spouses.

Financial Impact:

Increase in base salary of \$8,600/year. Medical coverage costs would decrease by approximately \$400/year.

Background/Discussion:

The City council entered into an Employment Agreement with the City Manager in July, 2007, which provides, in part, that the performance of the City Manager would be reviewed annually by the City Council. The Agreement provides as follows:

“Upon completion of 12 months service and a finding by the City Council that employee’s performance has met or exceeded expectations, Employees salary shall be increase to \$95,000.”

The Agreement also provides that the City Manager will be provided with all other benefits as are provided to a majority of Department Directors, such as payment of the premium for health insurance coverage.

The City Council has adopted a budget which includes a 4.0 per cent cost of living salary increase for all employees effective July 1, 2008.

The City Council conducted the annual performance review of the City Manager, and also engaged department managers as a part of the performance review. The Council met with the City Manager to discuss the review on July 7, 2008. At that time, the City Council tentatively agreed to the following:

1. The performance criteria as set forth in the Employment Agreement having been met, the City Manager’s salary will be increase by \$5,000 annually.

2. The cost of living increase being provided to all other employees will also be provided to the City Manager, based upon his annual salary as of June 30, 2008, with the increase being effective July 1, 2008.
3. The City will agree to pay the medical insurance premium for coverage of the City Manager and his spouse by the California Public Employees Retirement System at a cost not to exceed the premium paid on behalf of all other City employees for coverage under the Teamsters medical insurance plan.

Attachment(s): Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is deemed effective the *22nd* day of *May* 2007, and is made by and between the **CITY OF BROOKINGS**, a municipal corporation, ("City"), and **GARY D. MILLIMAN**, ("Employee"). The parties to this Agreement do hereby enter into the terms, conditions, covenants, duties and responsibilities as follows:

RECITALS

WHEREAS, City is a municipal corporation providing a wide range of public services to the community;

WHEREAS, for City to insure that its responsibilities to the health and safety of the public are met at all times, the City must attract and retain in its employment a City Manager who exhibits the knowledge, experience, technical ability, professionalism and qualities of leadership necessary to meet the City's objectives;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and set working conditions for the position of City Managers,

WHEREAS, it is the desire of the City Council to: (1) retain the services of Employee and to provide inducement for him to remain in such employment; (2) establish a clear and mutually understood system of compensating Employee; (3) provide a just means for terminating the services of Employee at such time as he may be unable to discharge fully his duties due to disability or retirement or when the City council may desire to otherwise terminate his employment;

WHEREAS, in contemplation of and subject to the approval of the city council, Employee agrees to commence providing services to the Employer as of July 9, 2007.

NOW THEREFORE, in consideration of the mutual covenants herein contained and as authorized by the Brookings City Charter and Municipal Code, applicable City Personnel Rules and Regulations, and in accordance with Oregon Revised Statutes, the parties hereto agree as follows:

Section 1. Duties

- A. City hereby hires Employee as City Manager to perform the duties and functions as specified in the Brookings City Charter and Municipal Code, and to perform such other legally permissible duties as the City Council shall from time to time assign.

- B. In addition to the duties and responsibilities defined herein, during the term of this Agreement, and any extensions thereto, Employee shall also serve as the Executive Director of the Urban Renewal Agency.
- C. The Employee and City council shall mutually establish performance goals and objectives to be met by the Employee for each year of this Agreement. Said objectives shall be established as part of an annual evaluation process.
- D. In order to provide medical coverage for Employee's transition period through the date of eligibility for such benefits with the City, Employer agrees to make medical, dental, and vision insurance coverage payments to the City of South Gate for coverage of Employee and his dependent until the medical coverage of the City of Brookings becomes effective.
- E. Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employee connected business without the prior written approval of the City Council

Section 2. Compensation and Review.

- A. Employee's initial annual salary upon appointment shall be \$90,000.
- B. Employer shall conduct an annual performance evaluation of Employee using such criteria as Employer may establish with input from the Employee.
- C. Upon completion of 12 months service and a finding by the City Council that employee's performance has met or exceeded expectations, Employees salary shall be increased to \$95,000. Thereafter, the City Council shall review Employees salary annually and make such adjustments as the City council deems appropriate based upon Employee performance and increases in the cost of living.

Section 3. Schedule and Severance.

- A. The employee's schedule of work each day and week shall vary in accordance with the work required to be performed. It is recognized that employee must devote a great deal of his time outside of normal office hours to business of the City and, to that end, will be allowed to take a reasonable amount of compensatory time off during normal business hours. Employee must use accrued vacation leave, sick leave or other allowed leave if absence from work extends to more than two consecutive work days.
- B. In the event Employee is terminated by the City Council, he shall be entitled to severance pay equal to total salary and benefits for four months. In the event Employee is terminated for violation of local, state or federal laws, then in that event, Employer shall have no obligation to pay the aforementioned aggregate severance sum.

- C. In the event employee voluntarily resigns his position with Employer, Employee shall give Employer 30 days written notice in advance, unless the parties agree in writing otherwise.

Section 4. Automobile.

- A. As Employee will be required to use his personal automobile in the conduct of City business, Employer shall pay to employee a monthly automobile stipend of \$350.00. Employee shall not use a City-owned vehicle, except as a passenger or in the event of an emergency.
- B. Employee shall name Employer as an "additional named insured" on Employees personal automobile liability insurance policy.

Section 5. Other Benefits.

- A. Employee shall be entitled to observe holidays on the same basis as other City management employees. Employee shall be credited with an opening balance of 40 hours of paid vacation leave, shall earn vacation leave at a rate of 160 hours annually, shall be allowed to accrue unused vacation leave with no maximum, and the full value of any such unused vacation leave shall be paid to Employee upon termination, resignation or retirement. Employee shall be credited with an opening balance of 40 hours of paid sick leave, shall earn sick leave at a rate of 96 hours annually, shall be allowed to accrue unused sick leave to a maximum of 720 hours, and the value of any such unused sick leave shall be credited toward Employees retirement under PERS.
- B. Employer shall procure and maintain in force a policy of term life insurance for the benefit of Employee's survivors in the amount of \$150,000.
- C. Employer shall pay both the Employer and Employee contribution on behalf of Employee for his membership in the Public Employees Retirement System. Employer shall pay the premium for health, dental and vision care insurance for Employee and his spouse.
- D. Employee shall be provided with all other benefits as are provided to a majority of Department Directors.
- E. Employer shall reimburse Employee for reasonable expenses in an amount not to exceed \$5,000 associated with moving his primary residence from Tehachapi, California, to Brookings, Oregon.
- F. In the event of Employee's death while still employed with City, the heirs at law and executors of Employee shall be entitled to the value of accrued benefits as prescribed in this Section to which Employee would have been entitled.

Section 6. Other Terms and Conditions.

- A. Employer agrees to budget for any pay for professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and the good of the Employer. This shall specially include, but not be limited to, the International City and County Management Association (ICMA).
- B. Employer hereby agrees to budget for and to pay for attendance, travel and reasonable subsistence expenses of Employee for official travel and professional development including, but not limited to, the ICMA Annual conference, League of Oregon Cities Annual Conference, the League of Oregon Cities Annual City Manager Conference.
- C. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or pay said general expenses and the Finance Director is hereby authorized to disburse such money upon receipt of duly executed expenses receipts, statements or personal affidavits.
- D. Within six months of appointment, Employee shall become a resident within the City of Brookings. Employer agrees to consider a modification of the Brookings Municipal Code to allow Employee to establish his permanent residence within the Brookings Urban Growth Area.

Section 7. Indemnification.

- A. City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties as defined in the Agreement. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered for Employee's activities performed within the course and scope of his employment.

Section 8. Bonding.

- A. Employer shall bear the full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9. Modifications.

- A. Any modification to this Agreement must be in writing and signed by both parties executing this Agreement to be effective.

Section 10. Effect of Waiver.

- A. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.


Section 11. Entire Agreement.

- A. Each of the Recitals stated above is incorporated by reference as if fully set forth herein.
- B. Each party agrees that this Agreement is valid and shall be binding upon said party. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained or reference in this Agreement shall be valid or binding on wither party. Employee has ten (10) days, following approval by the City council, to review and execute this Agreement. The date of this Agreement shall be deemed to be the date last signed below by the parties.

IN WITNESS WHEREOF, the City of Brookings has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Recorder, and Employee has signed and executed three (3) copies of this Agreement.

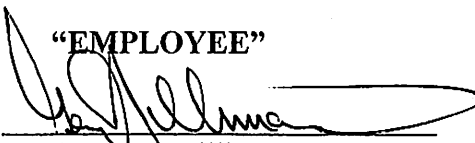
Dated: May 29 2007

"CITY"

By: 
Mayor

Dated: May 21, 2007

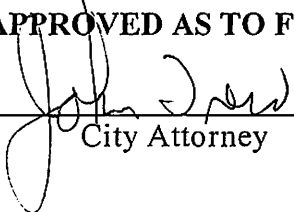
"EMPLOYEE"

By: 
Gary D. Milliman

ATTEST:


City Recorder

APPROVED AS TO FORM:


City Attorney

MINUTES
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, June 23, 2008

At 6:00pm, Council met for a **workshop** to discuss the Communications Tower.

Call to Order

Mayor Anderson called the meeting to order at 7:00pm.

Roll Call

Council Present: Mayor Larry Anderson, Council President Ron Hedenskog, Councilors Dave Gordon, Dave Kitchen and Jake Pieper; a quorum present.

Staff Present: City Manager Gary Milliman, Planning Director Dianne Morris, Administrative Services Director Patti Dunn and City Recorder Joyce Heffington.

Other: Curry Coastal Pilot Editor Scott Graves and approximately 11 public.

Ceremonies/Appointments/Announcements

Mayor Anderson proclaimed July 11th and July 12th as Relay For Life Weekend and July 14th through July 20th, as Southern Oregon Kite Festival Week.

Susan Brown, Curry County Economic and Community Development Director announced the presentation of a \$2,000 grant to the Border Coast Airport Authority.

Mayor Anderson announced the following new Council Liaison assignments and stated that the Oregon Coastal Zone Management Association liaison would not currently be filled due to logistics:

Councilor Hedenskog – Curry County Commissioners

Councilor Kitchen – Parks and Recreation Commission; Coos Curry Electric Cooperative

Councilor Pieper – Curry County Recycling; Urban Renewal Advisory Committee

Public Hearings

Mayor Anderson opened the public hearing on the City of Brookings Fiscal Year 2008-2009 Budget and State Revenue Sharing at 7:15pm. There were no comments and the hearing was closed at 7:16pm.

Mayor Anderson opened the public hearing on the City of Brookings Supplemental Budget for Fiscal Year 2007-2008 at 7:17pm. There were no comments and the hearing was closed at 7:17pm.

Resolutions

Mayor Anderson moved, a second followed and Council voted unanimously to approve Resolution 08-R-895, a resolution adopting the City of Brookings budget, declaring tax levied, making appropriations for the 2008-2009 fiscal year and categorizing the levy, with the exception that the City forgo the purchase of a new Public Works pick-up until some time in the future.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve Resolution 08-R-896, a resolution declaring the City of Brookings election to receive State Revenues for the 2008-2009 Fiscal Year.

Councilor Gordon moved, a second followed and Council voted unanimously to adopt Resolution 08-R-893, a resolution adopting a Supplemental Budget for the 2007-2008 Fiscal Year.

Public Hearing

Mayor Anderson opened the public hearing on File LDC-9-08, a public hearing to consider revisions to Chapter 17.128, Interpretations and Exceptions, of the Brookings Municipal Code, at 7:31pm.

Hearing no declarations of ex parte, personal bias, personal interest or conflicts of interest, Planning Director Morris provided a brief staff report.

There were no public comments and the hearing was closed 7:36pm.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve revisions to File LDC-9-08, revisions to Chapter 17.128, Interpretations and Exceptions, of the Brookings Municipal Code.

Ordinances

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-609 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-609 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-609, an ordinance amending Chapter 17.16, Suburban Residential, of the Brookings Municipal Code.

Councilor Pieper moved, a second followed and Council voted unanimously to read Ordinance 08-O-612 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-612 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-612, an ordinance amending Chapter 17.20, Single Family Residential, of the Brookings Municipal Code.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-613 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-613 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-613, an ordinance amending Chapter 17.24, Two Family Residential, of the Brookings Municipal Code.

Councilor Gordon moved, a second followed and Council voted unanimously to read Ordinance 08-O-614 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-614 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-614, an ordinance amending Chapter 17.28, Multi-Family Residential, of the Brookings Municipal Code.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-615 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-615 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-615, an ordinance amending Chapter 17.32, Manufactured Home Residential, of the Brookings Municipal Code.

Councilor Gordon moved, a second followed and Council voted unanimously to read Ordinance 08-O-616 the first time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to read Ordinance 08-O-616 the second time by title only.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 08-O-616, amending Chapter 17.124, Specific Standards Applying to Conditional Uses, of the Brookings Municipal Code.

Council Liaison Reports

Councilor Gordon attended meetings of Coos Curry Commission on Children and Families and Local Public Safety

Councilor Hedenskog attended a Port meeting.

Mayor Anderson attended 1 school and 2 City related meetings.

Councilor Kitchen attended one City related meeting and a Curry County Budget Committee meeting.

Public Comments

Carol Milliman, 1090 Parkview Drive, and KASPER Chair, reported on the first day of KASPER's summer program announcing that they had a good smooth start with approximately 60 children participating.

Regular Agenda

City Manager Milliman reviewed the staff report regarding the proposed Joint Powers Agreement, generally stating that participation in the Border Coast Authority presents the City with no financial obligation or liability and that the agreement includes specific language designed to provide the City with certain protections regarding public meeting laws and other legal considerations particular to Oregon.

David Finnegan, Curry County resident, and Dan Brattain, P.O. Box 1986, Brookings, generally stated that a survey was being conducted to determine the needs of Brookings citizens as regards air travel and that the agreement represented an historic occasion. Councilor Kitchen declared that he wrote a letter to the authority on behalf of the Curry County Homeowners Association in support of the agreement.

Councilor Gordon moved, a second followed and Council voted unanimously to authorize the City's participation in the Border Coast Authority Joint Powers Agreement conditional upon Agreement being further recommended by the City Attorney.

Mayor Anderson appointed Dave Gordon as the City's representative to the Border Coast Airport Authority.

City Manager Milliman stated that he would be interested in serving as alternate.

Consent Calendar

A. Approval of Council Minutes for May 27 and June 9, 2008.

B. Approval of street closure request for 4th of July block party on Cedar Street.

Petty Officer Morrison, local Coast Guard station, generally stated that the party offered families a safe way to celebrate the holiday.

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

Resolutions

Councilor Kitchen moved, a second followed and Council voted unanimously to approve Resolution 08-R-900, a resolution extending worker's compensation coverage to City of Brookings volunteers.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Resolution 08-R-901, a resolution increasing fees and establishing an annual inflationary adjustment for Utilities System Replacement Charges.

Councilor Gordon moved, a second followed and Council voted unanimously to adopt Resolution 08-R-899, a resolution approving an Intergovernmental Agreement for Telecommunications Financial Review Services and authorizing the City Manager to execute the agreement.

Adjournment

Councilor Kitchen moved, a second followed and Council voted unanimously by voice vote to adjourn at 8:26pm.

A meeting of the Urban Renewal Agency immediately followed.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2008:

Larry Anderson, Mayor

Joyce Heffington, City Recorder

MINUTES
City of Brookings
Special Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, July 7, 2008

Call to Order

Mayor Anderson called the meeting to order at 5:17pm.

Roll Call

Council Present: Mayor Larry Anderson, Council President Ron Hedenskog, Councilors Jake Pieper and Dave Gordon; a quorum present. Councilor Dave Kitchen was absent.

Staff Present: City Manager Gary Milliman and City Recorder Joyce Heffington.

Other Present: Curry Coastal Pilot Reporter Kurt Madar and approximately 4 public.

Councilor Gordon moved, a second followed and Council voted unanimously to remove Item V., Remarks, from the Agenda.

Regular Item

City Manager Milliman presented the staff report regarding the City's opportunity to apply for a \$50,000 grant from the Oregon Department of Parks and Recreation, stating that the deadline to apply for this funding was Friday, July 11th.

Councilor Hedenskog generally stated that it was his understanding at the Joint Parks and Council Azalea Park Master Plan workshop, that approval to construct a multipurpose field would be contingent upon approval of the Azalea Park Master Plan.

Mayor Anderson generally stated that it was his understanding that the construction of the multipurpose field was a prior commitment that would be honored.

Staff was directed to review the recording of that joint workshop.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Resolution 08-R-902, authorizing the City Manager to submit a grant application under the Youth Legacy Program.

Executive Session

Council adjourned to an executive session under the authority of ORS 192.660(2)(i), to conduct an annual review of the City Manager, as required by Chapter 2.05.240(B) of the Brookings Municipal Code. The session was held in the City Manager's office and attended by Mayor Anderson, Councilors Pieper, Gordon and Hedenskog, City Manager Milliman and Reporter Kurt Madar.

Adjournment

Councilor Gordon moved, a second followed and Council voted unanimously by voice vote to adjourn the meeting and the executive session at 6:28.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2008:

Larry Anderson, Mayor

Joyce Heffington, City Recorder

MINUTES
BROOKINGS PLANNING COMMISSION
June 3, 2008

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

Commissioners Present:

Steve Bismarck Hedda Markham
Ken Bryan Cheryl McMahan
Randy Gorman Bruce Nishioka (arrived at 7:07 p.m. before File No. M3-2-08 was opened)
Juliane Leighton

Staff Present:

City Attorney John Trew, Planning Director Dianne Morris, Senior Planner Donna Colby-Hanks, and Secretary Cathie Mahon.

Other: approximately 20 citizens in the audience and *Curry Coastal Pilot* reporter, Kurt Madar

CHAIR ANNOUNCEMENTS

None.

WRITTEN REQUEST and COMMUNICATIONS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS

1. By a 7-0 vote (Motion: Commissioner Nishioka) the Planning Commission approved an application for a request for a minor partition, located at 280 Johnson Lane; Assessor's Map 41-13-05CD, Tax Lot 9202; R-1-6 (Single-family Residential 6,000 sq. ft. minimum lot size) zone; Alberto and Eloise Rosicelli, applicants, Alberto and Eloise Rosicelli.

No ex parte contact, personal bias, personal interest, conflicts or objections were declared by the Commission. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request.

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

Alberto Rosicelli, applicant and property owner 280 Johnson Lane Brookings OR 97415

The motion was amended to include:

- *Install a street light if required by Public Works' General Engineering Requirements and Standard Specifications Document.*

The applicant waived their right to seven (7) additional days in which to submit written testimony.

2. By a 7-0 vote (Motion: Commissioner Gorman) the Planning Commission approved the Final ORDER and Findings of Fact for File No. **M3-2-08**, as amended.
3. Chair Markham opened the Public Hearing at 7:25 p.m. for File No. **MPD-1-04**, a request for a two-year extension of time for the 553 acre parcel located on the easterly side of Highway 101 between Carpenterville Road and Cape Ferrelo; Assessor's Map 40-14 and Index, Tax Lots 2400, 2401 and a portion of 2402; U.S. Borax, applicant; Burton Weast, representative.

No ex parte contact, personal bias, personal interest, conflicts or objections were declared by the Commission. All commissioners were familiar to the site. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request.

Chair Markham closed the meeting at 7:35 p.m. in order to give the Commissioners time to review *Exhibit C*, documents submitted June 2nd and 3rd (distributed before the meeting).

The public meeting resumed at 7:45 p.m.

Planning Director Morris reviewed the staff report (Exhibit A) and briefly discussed the documents in supplemental packets *Exhibit B* and *Exhibit C*. *Exhibits A, B, and C* were entered into the record.

Exhibit A staff report and map of subject property

Exhibit B-documents submitted by:

Pat Sherman	P. O. Box 1140	Brookings, OR
Pete Chasar	935 Marina Heights Rd.	Brookings, OR
Allan Haddox, Chairman of Rainbow Rock,	17744 N. Hwy. #100	Brookings, OR

Exhibit C:

Catherine Wiley	96370 Duley Creek Rd.	Brookings, OR
James Brown, attorney for CRAG Law Center,	917 SW Oak St. Suite 417	
	Portland, OR 97205	

Jason Wood, SOCC (Southern Oregon Community College) 420 Alder St. Brookings

Dianne Morris, Director of Planning, City of Brookings Final Order

Genc Emre, OTAK, Inc.	17355 SW Boones Ferry	Lake Oswego, OR 97068
Kalmiopsis Audubon Society	P. O. Box 1265	Port Orford, OR 97465

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

Proponents-

Timothy Ramis, of Ramis Jordon Schrader PC, legal council for Borax,
P. O. Box 230669, Portland, OR 97281
Jim Relaford P. O. Box 7760 Brookings, OR 97415
Dr. Richard Edmiston 18831 Montbretia Lane Brookings, OR 97415

Interested Party:

Ron Adams 26000 Myers Creek Gold Beach, OR 97444
Kathi Testa Smith 17744 Hwy.101N-D111 Brookings, OR 97415

Opponents:

Pete Chasar 935 Marina Heights Road Brookings, OR 97415
Pat Sherman P. O. Box 1140 Brookings, OR 97415
Catherine Wiley 96370 Duley Creek Rd. Brookings, OR 97415

Exhibit D: was entered into the record by Pete Chasar

Exhibit E: was entered into the record by Pat Sherman

The Public Hearing was closed at 9:18 p.m. Discussion ensued and a vote was taken.

A motion was made by Commissioner Nishioka to approve the request for the extension of File No. **MPD-1-04**. By a 4-3 vote the Planning Commission voted to denied U.S. Borax's request. Commissioners Bismarck, Bryan, Leighton, and McMahan vote to deny the request. Commissioners Nishioka, Gorman, and Markham vote in the affirmative.

4. Chair Markham opened the Public Hearing at 9:40 p.m. for File No. **LDC-9-08**, an amendment to Chapter 17.128-Interpretations and Exceptions of the Brookings Municipal Code. The Chair announced the hearing was legislative and the Commission will make a recommendation to City Council.

No exparte contact, personal bias, personal interest, conflicts or objections were declared by the Commission. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request. The Public Hearing was closed at 10:15 p.m. and a vote was taken.

By a 6-1 vote, (Motion: Commissioner Leighton; the dissenting vote was by Commissioner Markham) the Planning Commission voted to forward to City Council, File No. **LDC-9-08**, with the suggested changes from the Commission.

The action was taken following questions and comments from:

John Brazil, Harbor Fire Department P. O. Box 2001 Harbor, OR

COUNTY REFERRELS

None.

APPROVAL of MINUTES

By a 7-0 vote, (Motion: Commissioner Bismarck) the Planning Commission approved the minutes of May 20, 2008.

COMMENTS by the PLANNING STAFF

Planning Director Morris updated the Commission on the next meeting, July 1, 2008.

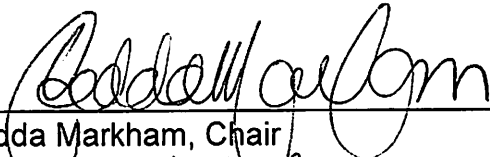
- A workshop will be held to review and comment on a new Land Development chapter on *Affordable Housing*.
- An application for a Conditional Use to approve a vacation rental has been filed.
- A Comprehensive Plan to adopt the "Storm and Surface Water Facilities Plan for the Brookings-Harbor Area" will be reviewed by the Planning Commission and possibly adopted by City Council.

COMMISSIONERS COMMENTS

ADJOURNMENT:

With no further business before the Planning Commission, the meeting closed at 10:28 p.m.

Respectfully submitted,



Hedda Markham, Chair
(approved at 7-1-08 meeting)

MINUTES
BROOKINGS PLANNING COMMISSION
June 17, 2008

The Commission met for a workshop on *Affordable Housing* regulations at 7:00 p.m. Present for the session were: Commissioners Bismarck, Bryan, Gorman, Markham, McMahan, and Nishioka. Approximately 10 citizens were in the audience. Comments and public input was received from the commissioners and citizens. Planning Director Morris announced another workshop would probably be held followed by a public hearing.

The regular meeting of the Brookings Planning Commission was called to order by Chair Markham at 8:13 p.m. in the Council Chambers at the Brookings City Hall on the above date with the following Commission members and staff in attendance.

Commissioners Present:

Steve Bismarck	Hedda Markham
Ken Bryan	Cheryl McMahan
Randy Gorman	Bruce Nishioka

Commissioners Absent: Juliane Leighton

Staff Present:

Planning Director Dianne Morris, Senior Planner Donna Colby-Hanks, and Secretary Cathie Mahon.

Other: Coastal Pilot reporter Kurt Madar.

CHAIR ANNOUNCEMENTS

Chair Markham announced a delayed welcome to Ken Bryan, who was appointed by City Council for a four-year term.

WRITTEN REQUEST and COMMUNICATIONS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS

1. A motion was made by Commissioner Bismarck to approve the amended Final Order for File No. **MPD-1-04**. A vote was taken and by a 4-2 vote the Planning Commission approved the Final Order to deny U.S. Borax's request for an extension of time. Commissioners McMahan, Bryan, Bismarck, and Markham voted in the affirmative. Commissioners Gorman and Nishioka cast the dissenting votes.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS

None.

COUNTY REFERRELS

None.

APPROVAL of MINUTES

None.

COMMENTS by the PLANNING STAFF

- Planning Director Morris commented on the *Affordable Housing* workshop held at the beginning of the meeting, File No. **LDC-10-08**. It has not been determined when an second workshop will be held.
- A copy of a CIC (Citizen Involvement Survey) questionnaire form mailed to the Planning Department (anonymously) was circulated to the Commission.
- Announced a Conditional Use Permit for a vacation rental will be on the July 1, 2008 agenda, plus review of a "Storm and Surface Water Facilities Plan for the Brookings-Harbor Area."

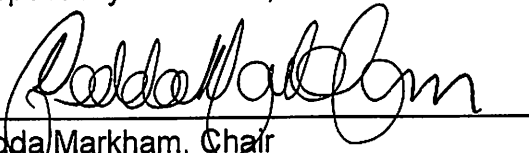
COMMISSIONERS COMMENTS

Commissioner Gorman asked if a hearing for the weigh station had taken place. Planning Director Morris answered the hearing had taken place and was being continued for additional testimony. A July 16, 2008, public hearing is scheduled.

ADJOURNMENT:

With no further business before the Planning Commission, the meeting closed 8.19 p.m.

Respectfully submitted,



Hedda Markham, Chair
(approved at 7-1-08 meeting)

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
May 22, 2008

CALL TO ORDER

Chair Benoit called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Ken Barkema, Frances Hartmann, Tony Parrish, Don Vilelle, and Chair Michelle Benoit. *Absent:* Commissioner Patricia Brown
Others present: John Cowan, Public Works Director

APPROVAL OF MINUTES

- A. Correct spelling of Commissioner Hartmann's name under Commissioner Reports/ Comments. **Motion made to approve the minutes of April 24, 2008 as corrected; motion seconded and Commission voted, the motion carried unanimously.**

PUBLIC APPEARANCES

- A. None

REGULAR AGENDA

- A. Youth Legacy Program – Grant Opportunity. Gary Milliman presented an overview of the statewide grant program which is geared toward permanent outdoor recreation projects involving youth. Ideas suggested - interpretive nature trail at Azalea Park, exercise trails at Chetco Point, interpretive trail signage at Chetco Point, a Lower Stout Park project, uniformed park signage installed by youth. Staff to research further and matter to be continued to June 26th Park and Recreation Commission meeting.

INFORMATION UPDATES/DISCUSSION ITEMS

- A. *Stout Mountain Railway* – Commissioner Parrish. Railroad complete, Golden Spike ceremony scheduled for Azalea Festival weekend, May 24th at 2 pm.
B. *Lower Stout Park* – Commissioner Parrish. Working on a fountain design, trying to get engineering/planning/design/cost figured out.

COMMISSIONER REPORTS/COMMENTS

Next Azalea Park Foundation meeting scheduled for June 11th.

Commissioner Parrish advised that the KASPER program is coming together and getting lots of support.

John Cowan, Public Works Director advised there are six myrtle trees in Azalea Park and one at Ferry Creek Reservoir that have Sudden Oak Death and need to be removed and burned.

Commissioner Hartmann attended an Azalea Park Foundation work party and indicated that members of the Foundation are dwindling and may not be able to continue their future work in the park with the number of people they have. Suggested the idea to put up a donation box in Azalea Park towards park maintenance. She also indicated concern over youths in the park unsupervised.

Commissioner Parrish is concerned that the Mountain Ash trees recently planted in Stout Park will grow to a size that will shade the azaleas too much and block the ocean view. Trees provided were not what was agreed upon. Request that the trees be moved before they root and the trees that were agreed upon be provided.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:45 pm. Next meeting scheduled for June 26th.

Respectfully submitted,



Michelle Benoit, Chair

(approved at June 26, 2008 meeting)

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
06/08	06/24/2008	11		Information Only Check	10-00-2005	.00 V
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06/08	06/04/2008	59627	146	Bay West Supply, Inc	10-00-2005	405.84
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06/08	06/06/2008	59629	4189	VOID - Best Western Rivershore Hotel	10-00-2005	.00 M
06/08	06/04/2008	59630	148	B-H Chamber of Commerce	10-00-2005	3,416.67
06/08	06/04/2008	59631	2407	Blue Star Gas	10-00-2005	1,323.31
06/08	06/04/2008	59632	313	Brookings Vol Firefighters	10-00-2005	2,083.33
06/08	06/04/2008	59633	149	Carpenter Tire Factory	10-00-2005	60.89
06/08	06/04/2008	59634	4216	CH Robison	10-00-2005	13.46
06/08	06/04/2008	59635	336	Chris Wallace	10-00-2005	1,496.67
06/08	06/04/2008	59636	822	Coast Auto Center	10-00-2005	340.39
06/08	06/04/2008	59637	1745	Coastal Paper & Supply, Inc	10-00-2005	2.81
06/08	06/04/2008	59638	3254	Coos County Solid Waste Dept	10-00-2005	44.00
06/08	06/04/2008	59639	182	Coos-Curry Electric	10-00-2005	13,291.13
06/08	06/04/2008	59640	337	Curry County Public Health	10-00-2005	55.00
06/08	06/04/2008	59641	825	Curry County Reporter	10-00-2005	18.99
06/08	06/04/2008	59642	173	Curry Equipment Company	10-00-2005	54.90
06/08	06/04/2008	59643	284	Day-Wireless Systems	10-00-2005	876.00
06/08	06/04/2008	59644	185	Del Cur Supply	10-00-2005	90.00
06/08	06/04/2008	59645	316	Donald & Roberta Chandler	10-00-2005	548.00
06/08	06/04/2008	59646	4221	Donald Cobbs	10-00-2005	47.41
06/08	06/04/2008	59647	4184	Elaine Hope Pryor	10-00-2005	83.32
06/08	06/04/2008	59648	3342	Fastenal	10-00-2005	25.69
06/08	06/04/2008	59649	153	Ferrellgas	10-00-2005	517.76
06/08	06/04/2008	59650	754	First Response	10-00-2005	200.00
06/08	06/04/2008	59651	3639	Gleaves Swearingen	10-00-2005	1,440.20
06/08	06/04/2008	59652	139	Harbor Logging Supply	10-00-2005	38.58
06/08	06/04/2008	59653	3451	Heidi Vert	10-00-2005	59.38
06/08	06/04/2008	59654	4217	John Barnard	10-00-2005	1.64
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06/08	06/04/2008	59659	4218	Mick Matousek	10-00-2005	27.68
06/08	06/04/2008	59660	1817	Mike Wilson	10-00-2005	207.00
06/08	06/04/2008	59661	155	Mory's	10-00-2005	223.84
06/08	06/04/2008	59662	424	Munnell & Sherrill	10-00-2005	45.35
06/08	06/04/2008	59663	4106	Nextel Communications	10-00-2005	581.62
06/08	06/04/2008	59664	3603	Norwest Safety	10-00-2005	425.15
06/08	06/04/2008	59665	3561	Oil Can Henry's	10-00-2005	150.00
06/08	06/04/2008	59666	1029	Pitney Bowes Purchase Power	10-00-2005	1,000.00
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06/08	06/04/2008	59670	187	Quality Fast Lube & Oil	10-00-2005	32.00
06/08	06/04/2008	59671	199	Richard Harper	10-00-2005	300.00
06/08	06/04/2008	59672	3954	Riverside Manufacturing Co	10-00-2005	363.66
06/08	06/04/2008	59673	169	Roto Rooter	10-00-2005	190.00
06/08	06/04/2008	59674	3093	Shelton-Turnbull Printers Inc	10-00-2005	94.72
06/08	06/04/2008	59675	3499	Simplot	10-00-2005	289.40
06/08	06/04/2008	59676	4215	Stephen Pezzullo	10-00-2005	6.63

M = Manual Check, V = Void Check

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06/08	06/04/2008	59679	785	U.S. Identification Manual	10-00-2005	82.50
06/08	06/04/2008	59680	990	United Parcel Service	10-00-2005	66.98
06/08	06/04/2008	59681	136	United Pipe & Supply Co Inc	10-00-2005	942.60
06/08	06/04/2008	59682	861	Village Express Mail Center	10-00-2005	26.20
06/08	06/04/2008	59683	2122	VISA	10-00-2005	1,280.89
06/08	06/04/2008	59684	3842	White City Metals & Supply	10-00-2005	230.75
06/08	06/04/2008	59685	4219	Willdan	10-00-2005	405.00
06/08	06/04/2008	59686	4220	Woof's Dog Bakery	10-00-2005	178.00
06/08	06/04/2008	59687	253	Xerox Corporation	10-00-2005	70.73
06/08	06/06/2008	59688	1666	Oxford Suites	10-00-2005	411.95
06/08	06/06/2008	59689	1193	PRN Data Services, Inc	10-00-2005	3,500.00
06/08	06/24/2008	59690	3581	ALSCO	10-00-2005	140.50
06/08	06/24/2008	59691	100	Anchor Lock & Key	10-00-2005	75.00
06/08	06/24/2008	59692	342	Applied Industrial Technology	10-00-2005	170.30
06/08	06/24/2008	59693	2407	Blue Star Gas	10-00-2005	4,131.65
06/08	06/24/2008	59694	3622	Boardwalk Mail Services	10-00-2005	74.00
06/08	06/24/2008	59695		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59696	110	Brookings Harbor Auto Parts	10-00-2005	47.63
06/08	06/24/2008	59697	149	Carpenter Tire Factory	10-00-2005	251.97
06/08	06/24/2008	59698	3015	Charter Communications	10-00-2005	1,147.87
06/08	06/24/2008	59699	822	Coast Auto Center	10-00-2005	36.73
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06/08	06/24/2008	59705		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59706	2542	Crystal Fresh Bottled Water	10-00-2005	160.00
06/08	06/24/2008	59707	151	Curry Coastal Pilot	10-00-2005	1,020.35
06/08	06/24/2008	59708	195	Curry Transfer & Recycling	10-00-2005	596.15
06/08	06/24/2008	59709		Void Check	10-00-2005	.00 V
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06/08	06/24/2008	59714	2954	Gardner Denver	10-00-2005	477.26
06/08	06/24/2008	59715	167	Hach Company	10-00-2005	259.87
06/08	06/24/2008	59716	139	Harbor Logging Supply	10-00-2005	96.90
06/08	06/24/2008	59717	1207	Jeanne Nelson	10-00-2005	505.50
06/08	06/24/2008	59718		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59719	137	LauraLee Gray	10-00-2005	24.99
06/08	06/24/2008	59720	328	Les Schwab Tire Center	10-00-2005	1,511.24
06/08	06/24/2008	59721	2971	Mission Communications	10-00-2005	347.40
06/08	06/24/2008	59722	283	Mufflers & More	10-00-2005	93.95
06/08	06/24/2008	59723	424	Munnell & Sherrill	10-00-2005	115.92
06/08	06/24/2008	59724	3935	Northern California Glove	10-00-2005	208.50
06/08	06/24/2008	59725	4224	Oce Imagistics, Inc.	10-00-2005	226.20
06/08	06/24/2008	59726	3561	Oil Can Henry's	10-00-2005	306.56
06/08	06/24/2008	59727	572	OMFOA	10-00-2005	95.00
06/08	06/24/2008	59728	801	ORPA	10-00-2005	30.00
06/08	06/24/2008	59729	293	Petty Cash	10-00-2005	89.60
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06/08	06/24/2008	59731	180	Ray's Food Place	10-00-2005	64.11
06/08	06/24/2008	59732	739	Recreonics, Inc	10-00-2005	86.19
06/08	06/24/2008	59733	3907	Rock Island Industries	10-00-2005	2,280.20
06/08	06/24/2008	59734	169	Roto Rooter	10-00-2005	438.00

M = Manual Check, V = Void Check

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06/08	06/24/2008	59737	1197	Teledyne Isco Inc	10-00-2005	412.19
06/08	06/24/2008	59738	156	That Special Touch Florist	10-00-2005	37.00
06/08	06/24/2008	59739	2640	The Dyer Partnership Inc	10-00-2005	872.50
06/08	06/24/2008	59740		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59741		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59742		Information Only Check	10-00-2005	.00 V
06/08	06/24/2008	59743	944	Verizon	10-00-2005	714.26
06/08	06/24/2008	59744	2328	Vicki Merrill	10-00-2005	126.70
06/08	06/24/2008	59745	824	Vietnam Veterans of America	10-00-2005	750.00
06/08	06/24/2008	59746	3088	Washington Crane & Hoist	10-00-2005	1,689.71
06/08	06/24/2008	59747	4225	William H. Reilly & Co.	10-00-2005	2,115.63
06/08	06/24/2008	59748	301	Woudstra Concrete Finishing	10-00-2005	4,120.00
06/08	06/24/2008	59749		Void Check	10-00-2005	.00 V
06/08	06/24/2008	59750	4131	Zumar Industries Inc	10-00-2005	186.51
06/08	06/24/2008	59751	2121	Bound Tree Medical LLC	10-00-2005	698.25
06/08	06/24/2008	59752		Information Only Check	10-00-2005	.00 V
06/08	06/24/2008	59753		Information Only Check	10-00-2005	.00 V
06/08	06/24/2008	59754	182	Coos-Curry Electric	10-00-2005	4,646.51
06/08	06/24/2008	59755	798	Dan Palicki	10-00-2005	209.38
06/08	06/24/2008	59756		Information Only Check	10-00-2005	.00 V
06/08	06/24/2008	59757	166	Dan's Auto & Marine Electric	10-00-2005	401.29
06/08	06/24/2008	59758	2860	Kiefer	10-00-2005	170.58
06/08	06/24/2008	59759	2699	Public Works Supply	10-00-2005	288.00
06/08	06/24/2008	59760	136	United Pipe & Supply Co Inc	10-00-2005	1,286.25
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06/08	06/26/2008	59762	882	Advanced Security Systems	10-00-2005	70.00
06/08	06/26/2008	59763	4238	Albert Collinet	10-00-2005	100.00
06/08	06/26/2008	59764	146	Bay West Supply, Inc	10-00-2005	144.93
06/08	06/26/2008	59765	148	B-H Chamber of Commerce	10-00-2005	525.00
06/08	06/26/2008	59766	2407	Blue Star Gas	10-00-2005	2,122.62
06/08	06/26/2008	59767	416	Brookings Lock & Safe Co	10-00-2005	53.60
06/08	06/26/2008	59768	4236	Bruce Bros., Inc.	10-00-2005	82.80
06/08	06/26/2008	59769	588	Cardinal Services Inc	10-00-2005	1,008.00
06/08	06/26/2008	59770	212	Chem Quip Inc	10-00-2005	1,899.28
06/08	06/26/2008	59771	1686	Chetco Community PublicLibrary	10-00-2005	15.00
06/08	06/26/2008	59772	1646	Chuck Gage	10-00-2005	105.00
06/08	06/26/2008	59773	822	Coast Auto Center	10-00-2005	89.95
06/08	06/26/2008	59774	173	Curry Equipment Company	10-00-2005	190.90
06/08	06/26/2008	59775	3135	David Gordon	10-00-2005	52.52
06/08	06/26/2008	59776	885	Floyd A. Boyd Company	10-00-2005	349.75
06/08	06/26/2008	59777	1346	Gall's Graphics	10-00-2005	349.00
06/08	06/26/2008	59778	269	Grainger	10-00-2005	117.00
06/08	06/26/2008	59779	4234	Jennifer Crocker	10-00-2005	19.33
06/08	06/26/2008	59780	4223	Jennifer Stenson	10-00-2005	47.89
06/08	06/26/2008	59781	1281	Juliet Hansen	10-00-2005	52.76
06/08	06/26/2008	59782	4229	Karen Sanders	10-00-2005	76.29
06/08	06/26/2008	59783	162	Kerr Hardware	10-00-2005	919.69
06/08	06/26/2008	59784	328	Les Schwab Tire Center	10-00-2005	822.72
06/08	06/26/2008	59785	299	Lorings Sporting Goods	10-00-2005	133.86
06/08	06/26/2008	59786	155	Mory's	10-00-2005	17.00
06/08	06/26/2008	59787	4227	Muni Financial	10-00-2005	3,400.00
06/08	06/26/2008	59788	3756	Newark InOne	10-00-2005	112.68
06/08	06/26/2008	59789	279	One Call Concepts, Inc	10-00-2005	29.40
06/08	06/26/2008	59790	4230	Paul LeFebvre	10-00-2005	62.74
06/08	06/26/2008	59791	866	Pitney Bowes Global Financial	10-00-2005	137.00

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
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06/08	06/26/2008	59794	378	Quality Control Services	10-00-2005	33.00
06/08	06/26/2008	59795	207	Quill Corporation	10-00-2005	224.95
06/08	06/26/2008	59796	4231	Richard Castaneda	10-00-2005	13.99
06/08	06/26/2008	59797	4228	Sabrina Kessler	10-00-2005	99.91
06/08	06/26/2008	59798	3369	Schwabe Williamson & Wyatt PC	10-00-2005	546.00
06/08	06/26/2008	59799	3736	Scott Roberts	10-00-2005	30.38
06/08	06/26/2008	59800	1292	Sparling Instruments Inc	10-00-2005	1,400.00
06/08	06/26/2008	59801	4237	St. Timothy's Church	10-00-2005	40.00
06/08	06/26/2008	59802	380	Stadelman Electric Inc	10-00-2005	308.94
06/08	06/26/2008	59803	3432	Sterling Automotive	10-00-2005	327.45
06/08	06/26/2008	59804	3220	The Radar Shop	10-00-2005	620.00
06/08	06/26/2008	59805	310	Tranny-Man Transmissions Inc	10-00-2005	1,898.00
06/08	06/26/2008	59806	3266	Umpqua Bank	10-00-2005	1,204.13
06/08	06/26/2008	59807	136	United Pipe & Supply Co Inc	10-00-2005	370.00
06/08	06/26/2008	59808	861	Village Express Mail Center	10-00-2005	18.12
06/08	06/26/2008	59809	3189	Warner Fieldhouse	10-00-2005	33.23
06/08	06/26/2008	59810	4222	Coastal Country PM	10-00-2005	30.48
06/08	06/30/2008	59811	416	Brookings Lock & Safe Co	10-00-2005	80.70
06/08	06/30/2008	59812	4193	C & K Markets	10-00-2005	205.52
06/08	06/30/2008	59813	3834	Clean Sweep Janitorial Service	10-00-2005	700.00
06/08	06/30/2008	59814	1740	Code Publishing Company Inc	10-00-2005	622.05
06/08	06/30/2008	59815	183	Colvin Oil Company	10-00-2005	4,996.39
06/08	06/30/2008	59816	2542	Crystal Fresh Bottled Water	10-00-2005	160.00
06/08	06/30/2008	59817	166	Dan's Auto & Marine Electric	10-00-2005	109.59
06/08	06/30/2008	59818	185	Del Cur Supply	10-00-2005	195.46
06/08	06/30/2008	59819	101	Deluxe Business Checks & Solut	10-00-2005	165.16
06/08	06/30/2008	59820	2161	Dennis Brown	10-00-2005	102.63
06/08	06/30/2008	59821	2117	Edge Wireless	10-00-2005	207.62
06/08	06/30/2008	59822	153	Ferrellgas	10-00-2005	297.56
06/08	06/30/2008	59823	3639	Gleaves Swearingen	10-00-2005	318.34
06/08	06/30/2008	59824	198	Grants Pass Water Lab	10-00-2005	155.09
06/08	06/30/2008	59825	3915	Harrang/Long/Gary/Rudnick PC	10-00-2005	220.00
06/08	06/30/2008	59826	4190	Integra Telecom	10-00-2005	1,497.77
06/08	06/30/2008	59827	2702	Joseph Nilles	10-00-2005	45.00
06/08	06/30/2008	59828	162	Kerr Hardware	10-00-2005	270.22
06/08	06/30/2008	59829	1397	L N Curtis	10-00-2005	648.15
06/08	06/30/2008	59830	4241	Martini LLC	10-00-2005	.54
06/08	06/30/2008	59831	155	Mory's	10-00-2005	32.45
06/08	06/30/2008	59832	424	Munnell & Sherrill	10-00-2005	32.96
06/08	06/30/2008	59833	329	New Hope Plumbing	10-00-2005	345.00
06/08	06/30/2008	59834	4224	Oce Imagistics, Inc.	10-00-2005	127.28
06/08	06/30/2008	59835	2089	OVFA	10-00-2005	500.00
06/08	06/30/2008	59836	252	Paramount Pest Control	10-00-2005	38.00
06/08	06/30/2008	59837	1251	Performance Promotions	10-00-2005	101.08
06/08	06/30/2008	59838	207	Quill Corporation	10-00-2005	1,070.72
06/08	06/30/2008	59839	4242	Samuel Hursh	10-00-2005	5.75
06/08	06/30/2008	59840	517	Santiam Emergency Equipment	10-00-2005	60.00
06/08	06/30/2008	59841	156	That Special Touch Florist	10-00-2005	95.00
06/08	06/30/2008	59842	142	Tidewater Contractors Inc	10-00-2005	801.35
06/08	06/30/2008	59843	3752	Trace Analytics Inc	10-00-2005	75.00
06/08	06/30/2008	59844	179	Trew & Cyphers LLP	10-00-2005	2,213.00
06/08	06/30/2008	59845	136	United Pipe & Supply Co Inc	10-00-2005	157.30
06/08	06/30/2008	59846	861	Village Express Mail Center	10-00-2005	60.94
06/08	06/30/2008	59847	2178	Watershed, Inc	10-00-2005	854.40
06/08	06/30/2008	59848	652	Wildfire	10-00-2005	331.11

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
Totals:						<u>130,555.09</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: **June 2008**

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDC's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	7	\$2,063,226.00	5	\$1,752,750.00
5	Single Family Addition	\$968.00	\$588.90	\$116.16	\$0.00	\$172,980.12	13	\$299,221.12	10	\$854,510.00
1	Single Family Garage-Carport	\$170.50	\$110.83	\$20.46	\$0.00	\$24,951.00	5	\$106,966.00	5	\$71,040.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	12	\$6,593,224.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$67,821.00	0	\$0.00
2	Commercial Addition-Change	\$222.50	\$144.63	\$26.70	\$0.00	\$28,700.00	8	\$702,471.00	11	\$356,560.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	6	\$0.00
2	Misc.-Retaining Wall-Fence	\$113.00	\$57.83	\$13.56	\$0.00	\$11,495.00	3	\$35,500.00	7	\$26,873.00
10	Total Building Permits	\$1,474.00	\$902.19	\$176.88	\$0.00	\$238,126.12	37	\$3,275,205.12	56	\$9,654,957.00
3	Mechanical Permits	\$68.85	\$0.00	\$8.26	N/A	N/A		N/A		N/A
1	Plumbing Permits	\$47.60	N/A	\$5.71	\$0.00	N/A		N/A		N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	\$0.00	N/A	N/A		N/A		N/A
14	TOTAL PERMITS	\$1,590.45	\$902.19	\$190.85	\$0.00	\$238,126.12	37	\$3,275,205.12	56	\$9,654,957.00
	Total Year to Date Calculated Fees									
	2006 YTD Calculated Fees									

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