City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, February 13, 2017, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(a) "To consider the employment of a public officer, employee, staff member or individual agent."

CITY COUNCIL

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Resolutions
 - 1. Recreational Immunity [City Manager, Pg. 3]
 - a. Resolution 17-R-1096 [Pg. 4]
 - 2. Use of Azaleas in Landscaping [City Manager, Pg. 6]
 - a. Letter from Azalea Society [Pg. 7]
 - b. Resolution 17-R-1097 [Pg. 8]
 - c. Draft Press Release [Pg. 9]

E. Scheduled Public Appearances

1. Candie Wilk - Curry Transfer & Recycling

F. Oral Requests and Communications from the audience

Public Comments on non-agenda items – 5 minute limit per person*

G. Staff Reports

- 1. Railroad Street Engineering Contract [PWDS, Pg. 12]
 - a. Dyer Partnership Task Order 75 [Pg. 13]
 - b. Dyer Partnership Hours & Costs Estimate [Pg. 16]
 - c. DEA 30% Cost Estimate [Pg. 20]
- 2. Storm Drain Easements [PWDS, Pg. 22]
 - a. Signed temporary and permanent easements [Pg. 23]
- 3. Railroad Street Easements et al [City Recorder, Pg. 71]
- 4. TPAC Recommendation for Print Advertising [City Recorder, Pg. 72]
 - a. Mile by Mile ad [Pg. 73]
 - b. Oregon Coast Magazine ad [Pg. 75]
 - c. People's Coast Guide content [Pg. 76]
- 5. Curry County Veterans Service Office Budget Cuts [City Recorder, Pg. 77]
 - a. Hunter email [Pg. 79]
 - b. Impact summary [Pg. 84]
- 6. Vet Fest Grant [City Manager, Pg. 99]
 - a. Correspondence from Connie Hunter [Pg. 100]

- b. Vet Fest Three Discussion [Pg. 104]
- 7. Nature's Coastal Holiday Event Evaluation [City Recorder, Pg. 127]
 - a. Evaluation [Pg. 128]
- 8. Coastal Christmas Event Evaluation [City Recorder, Pg. 129]
 - a. Evaluation [Pg. 130]
- 9. Oktoberfest Event Evaluation [City Recorder, Pg. 132]
 - a. Evaluation [Pg. 133]

H. Consent Calendar

- 1. Approve Council minutes for January 23, 2017 [Pg. 135]
- 2. Accept TPAC minutes for December 15, 2016 [Pg. 138]
- 3. Accept Parks & Rec minutes for November 17, 2016 [Pg. 140]
- 4. Accept Planning Commission minutes for October 4, 2016 [Pg. 142]
- 5. Accept Safety Committee Annual Report [Pg. 145]

I. Informational Non-Action Items

1. January Vouchers [Pg. 146]

J. Remarks from Mayor and Councilors

K. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Will Comment of the C

City Manager Approval

Subject: Resolution 17-R-1096 re: Recreation Immunity

Recommended Motion:

Motion to adopt Resolution 17-R-1096

Background/Discussion:

Landowners in Oregon are immune from civil liability in the event a person is injured on their property provided that they were recreating and that the property owner did not charge a fee for access to their land. However, the Oregon Supreme Court has ruled that the employees or other agents of the landowner may be liable if a person is injured as a result of their actions. For public agencies that are required to indemnify and defend their employees against such claims, recreational immunity has been stripped away.

Without effective recreational immunity, cities will expose themselves to unwarranted risks if they expand recreational opportunities in their community. Indeed, some have been forced to close parks. Oregon's recreational opportunities are utilized to a high degree by its citizens, contribute to quality of life and should not be compromised by the possibility of such lawsuits.

The League of Oregon Cities is pursuing legislation to restore recreational immunity for public agencies and is asking city councils across Oregon to pass resolutions urging the Oregon Legislature to restore recreational immunity. The Public Use of Lands Act was passed in 1995 to encourage public and private land owners to expand recreational access by limiting their liability to those recreating. However, the Oregon Supreme Court has ruled that the immunity enjoyed by land owners does not extend to employees, agents or volunteers, and this exposes cities and other land owners to tort claims brought against their employees. The League has identified the restoration of recreational immunity as one of its top legislative objectives for 2017.

Attachment(s):

a. Resolution 17-R-1096

CITY OF BROOKINGS STATE OF OREGON

RESOLUTION 17-R-1096

A RESOLUTION OF THE CITY OF BROOKINGS CITY COUNCIL RECOMMENDING RESTORING RECREATIONAL IMMUNITY RIGHTS

WHEREAS, in 1995, the Legislative Assembly declared it to be the public policy of the State of Oregon to encourage landowners to make their land available to the public for recreational purposes by limiting their liability toward persons entering thereon for such purposes, and;

WHEREAS, recreations purposes includes, but are not limited to, outdoor activities such as hunting, fishing, swimming, boating, camping, picnicking, hiking, nature study, outdoor educational activities, water sports, winter sports, viewing or enjoying historical, archaeological, scenic or scientific sites or volunteering for any public purpose project, including the above aforementioned activities, as well as: gardening, woodcutting and for the harvest of special forest products, and;

WHEREAS, the Public Use of Lands Act has increased the availability of land for free recreation by citizens and visitors alike by limiting liability to cities, counties, park districts, irrigation districts, schools and private landowners, including property-owner associations, farmers and timber companies that, by virtue of this act, allow members of the public to use or traverse their lands at no charge for recreation purposes, and;

WHEREAS, for twenty years, the Public Use of Lands Act has been broadly interpreted to extend this immunity from liability to apply not only to landowners but also to the landowner's employees agents, and volunteers, and;

WHEREAS, in *Johnson v. Gibson*, the Oregon Supreme Court held that when the Legislature passed the Public Use of Lands Act, it intended to immunize only the landowner, otherwise the Legislative Assembly would have included employees, agents and volunteers in the Act, and;

WHEREAS, this ruling effectively undermines a landowner's recreational immunity from tort liability under the Act because public employers are statutorily required to represent and indemnify their employees and most, if not all, landowners who allow access to their lands free of charge will ultimately be responsible for the negligence of their employees that results in injury to a member of the public or property, and;

WHEREAS, landowners will likely face substantially increased insurance premiums for this new risk exposure and/or have to close their property or amenities to Oregonians trying to recreate due to the result of this decision.

NOW, THEREFORE, let it be known that the City of Brookings supports legislation in the 2017 Oregon Legislative Assembly promulgated to restore recreational immunity to

Resolution 17-R-1096

Page 1 of 2

4

Passed by the City Council	, 2017; effective
	Attest:
Mayor Jake Pieper	City Recorder Teri Davis

landowners and their officers, employees, agents or volunteers who are acting within the scope of their employment or duties so to allow Oregonians to access their lands for

recreational use and enjoyment.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Resolution 17-R-1097 Encouraging the Use of Azaleas in Landscaping

Recommended Motion:

Motion to adopt Resolution 17-R-1097

Financial Impact:

None

Background/Discussion:

The City has been recognized as an Azalea City by the Azalea Society of America (ASA). We will be utilizing this designation in our tourism marketing efforts. Brookings is the first City in Oregon to receive this designation.

To further promote Brookings as an Azalea City, staff recommends that the City Council establish a policy encouraging the use of azaleas in City facility landscaping and in private landscaping. The Parks Supervisor is developing a program that would enable local residents and businesses to participate in the bulk purchase of azalea plants.

An ASA representative will be visiting Brookings to deliver the official Certificate recognizing Brookings as an Azalea City.

Attachment(s):

- a. Letter from Azalea Society of America
- b. Resolution 17-R-1097
- c. Draft press release



Robert Lee-Chairman 52063 Ridgecrest Dr.

Azalea City Committee Independence, LA 70443-2605 Azalea Society of America (985) 320-2304

February 6, 2017

Mr. Gary Milliman, City Manager City of Brookings, Oregon 898 Elk Drive Brookings, OR 97415

Re: Application for ASA Azalea City Dear Mr. Milliman:

Sincere congratulations to you and your city. It is clear from the information and application submitted that the City of Brookings, Oregon, has an active history of promoting and celebrating azaleas with numerous municipal, civic, and community events. Azaleas are obviously a part of the community culture and it is only fitting that your city should receive certification as an ASA Azalea City from the Azalea Society of America. The certificate is being prepared as this letter is mailed.

The City of Brookings will be recognized in *The Azalean*, the journal of the Azalea Society of America. Further, the Azalea City Committee encourages you or someone on your staff to write an article for the ASA journal, *The Azalean*. Topics could include Brookings' events associated with your long-running Azalea Festival, coordination with local gardening groups such as the Master Gardeners, and especially programs involving education about azaleas and their care. Please contact our journal editor, Barbara Stump, at theazalean@gmail.com.

Again, congratulations on your achievements. We welcome you and your members to the Azalea Society of America.

Sincerely yours,

Robert Lee, Chairman E-mail: buddyazaleas@yahoo.com

Cc: J Jackson-President, Barbara Stump-Vice President Paul Beck-Treasurer, Leslie Nanney-Secretary Barbara Stump-Editor, *The Azalean*

CITY OF BROOKINGS STATE OF OREGON

RESOLUTION 17-R-1097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKINGS PROMOTING THE USE OF AZALFAS IN PUBLIC AND PRIVATE LANDSCAPING

WHEREAS, the City of Brookings has been designated as an "Azalea City" by the Azalea Society of America, and,

WHEREAS, the City-owned Azalea Park is home to over 800 Azalea plants, including native Azaleas believed to be over 200 years old, and,

WHEREAS, public facilities and private businesses located in Brookings have incorporated the Azalea into their name and brand, including Azalea Middle School, the Azalea Reach Apartments and Azalea Gardens group care home.

WHEREAS, it is the desire of the City Council to promote the image of Brookings as an Azalea City,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Brookings encourages the use of Azaleas and its parent genus the Rhododendron in public and private landscaping within the City.

Passed by the City Council	, 2017; effective	
	Attest:	
Mayor Jake Pieper		
•	City Recorder Teri Davis	

CITY OF BROOKINGS

Press Release: For immediate release

February 14, 2017



BROOKINGS RECOGNIZED AS "AZALEA CITY"

The City of Brookings has been designated an "Azalea City" by the Azalea Society of America (ASA).

"Sincere congratulations to you and your city. It is clear that the City of Brookings has an active history of promoting and celebrating azaleas with numerous municipal, civic, and community events, said ASA President Robert Lee. "Azaleas are obviously a part of the community culture and it is only fitting that your city should receive certification as an ASA Azalea City."

One of the principal goals of the ASA is to promote the appreciation of azaleas in public and private landscapes. To help achieve that goal, ASA established the Azalea City program in 2004 to find, recognize and certify those municipalities that promote and display azaleas as Azalea Cities.

Brookings is the first Oregon city to be certified as an Azalea City, and only the eighth city in the nation to be designated.

The City of Brookings and many of its residents have been active in the cultivation, preservation and celebration of azaleas...both on public and private property...for many years.

"We are pleased to receive this special recognition for our community," said Mayor Jake Pieper. "We plan to continue to build this into the fabric of the community and utilize the designation in our visitor promotion program."

The Brookings City Council has adopted a Resolution encouraging the use of azaleas in public and private landscaping.

The 76th annual Azalea Festival...which pre-dates the incorporation of the City...is scheduled for May 26-29, 2017. The event includes the Azalea Parade on highway 101 and the crowning of the Azalea Queen and Court. Other festival activities are being planned by the Brookings Harbor Chamber of Commerce and other community-based organizations.

The City accepted ownership of Azalea Park from the State of Oregon in 1992. Azalea Park is a 33-acre park containing 850 ancient native azaleas that were growing there when Lewis and Clark wintered on the Oregon Coast in 1805-06.

The native azaleas had long been overgrown with berry vines and needed restoration when the City took ownership of the park. A group of volunteers and the City's Department of Parks and Recreation began restoring the plants. This, in turn, released a flood of volunteer

energy that built walkways and planting areas, cleaned up debris and planted rhododendrons.

"The revitalization of this park has brought much beauty and joy to the residents of Brookings as well as visitors," said Mayor Pieper.

The abundance of the native azalea bushes is a direct reflection of the care given to these very old plants by local citizens. The City maintains the park...which includes a formal garden with non-native azaleas and rhododendrons...in cooperation with the Azalea Park Foundation.

The azalea	blooming	period at Azalea	Park is	typically	
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Azalea Park offers active and passive recreational activities, exposing all park-goers to the native azaleas located there. Park amenities include softball/baseball fields, volleyball court, disc golf, picnic tables, handicapped accessible restrooms and horseshoe pits. A band shell hosts summer concerts in the midst of the native azaleas. The castle-like "Kidtown" play area provides younger children with a play area offering forts, bridges, slides, tires and ropes. All facilities were constructed by volunteer labor and contributions.

In 2007, Academy Award Winner Elmo Williams selected Azalea Park as the site for his "Capella by the Sea." The \$800,000 rustic timber, stone and glass structure has become a popular location for weddings and small musical events.

Every December Azalea Park is the site of "Nature's Coastal Holiday Light Show" which returns bigger and brighter each year with dazzling light displays created by the many community service groups. From the middle of the month until January 1, the park is transformed into a winter wonderland with a light show and sculpture display. The entire creative display follows a Northwest theme as visitors traverse through pathways bordered by the native azaleas.

Located about two blocks from Azalea Park another City-owned facility...Stout Park...is home for another 80 native azaleas. Located adjacent to the Manly Art Center, this grove of azaleas is the site of the annual Brookings Art in the Park Festival where artists display their creations among the native azaleas each spring.

The City has landscaped a portion of its downtown "Bankus Park" with azaleas, and has utilized rhododendrons...an azalea relative...as landscaping at another downtown "pocket park." Azalea Middle School is found in the center of town.

Information on the planting and care of azaleas is available at City Hall or on the City's website, or on the ASA website www.azaleas.org. The City is offering to assist home and business owners in coordinating the purchase of azalea stock. Information concerning this program can be obtained from the Visitor Information Center at City Hall, (541) 469-1103.

Many local residents have also incorporated azaleas into their landscaping. The Gary and Carolyn Milliman residence is home to over 200 azaleas and rhododendrons, including some rhododendrons that are over 40 years old and 30 feet in height.

NEWS MEDIA CONTACT INFO: For further information regarding this press release, please call 541-469-1102.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: PWDS

Signature (submitted by)

ity Manager Approval

<u>Subject</u>: The Dyer Partnership TASK ORDER 75, City of Brookings, RAILROAD STREET IMPROVEMENTS Phase II, Civil Engineering.

Recommended Motion:

Motion authorizing the City Manager to sign task order No. 75 to allow the Dyer Partnership to develop Civil Engineering contract documents, provide project bidding services, and construction administration services for Railroad Street Phase II for the sum of \$308,436.

Financial Impact:

The cost of this task order is \$308,436. Funding for this Civil Engineering task order for Railroad Street Phase II is provided by ODOT & the City of Brookings. This work is budgeted to be paid from the Streets System Development Fund and the Urban Renewal Fund.

Reviewed by Finance & Human Resources Director:

Background/Discussion:

David Evans & Associates (DEA) began engineering work for Phase II of the Railroad Street improvement project. When the funding switched from federal to state, the City of Brookings was able to work with the Dyer Partnership to finalize the Civil Engineering design and contract documents, provide bidding assistance, and construction services portions of the Phase II work. The Dyer Partnership has provided the attached work order (Attachment A) and cost estimate of \$308,436 (Attachment B) to complete Civil Engineering work for Phase II of Railroad Street. The earlier budget (Attachment C) using DEA for this work, showed Civil Engineering at \$423,470. Taking control of the project and working with The Dyer Partnership will reduce costs by approximately \$115,000.

Attachment(s):

- A. The Dyer Partnership, Task Order 75
- B. The Dyer Partnership, Estimate Of Man Hours And Costs
- C. DEA 30% cost estimate

TASK ORDER 75 City of Brookings RAILROAD STREET IMPROVEMENTS

SCOPE OF WORK: In conjunction with the design of the proposed Railroad Street Improvements, the City and ODOT are doing a fund exchange for this project whereby the City will be handling the bidding and construction period services instead of ODOT. Final contract bidding documents will need to be developed for the final design plans. Once the final plans and contract documents have been completed, the project will be let out for bid (slated for spring of 2017 with construction slated for summer and fall of 2017). The actual construction of the new street improvements will be from the intersection of Railroad Street and Oak Street to the intersection of Railroad Street and Wharf Street, approximately 1,800 lineal feet. The street improvement project includes new sidewalks, curbs, storm drain, lighting and offsite storm water treatment areas.

SCOPE OF ENGINEERING SERVICES

The City needs engineering services for the development of the final contract bidding documents, bidding period services and construction administration. This Task Order will utilize the final design plans being completed as part of the Railroad Street Improvements thru ODOT. Engineering services include:

Coordination

• Coordinate with City staff, ODOT and businesses that front along Railroad Street within the project construction limits. Update project schedule.

Construction Documents

- Prepare construction documents including specifications. (Note: Preparations of the final design plans are part of separate agreement between DEA and ODOT and not included in this task order. These design fees are also accounted for the current agreement between DEA and ODOT).
- Recommend locally available construction materials when appropriate to decrease construction costs.
- Provide final estimated costs for construction and an estimated time line for construction. Submit construction documents to City for review and approval.

Bidding and Contracts

- Prepare bidding documents including bidding requirements and contract documents.
- Prepare advertisement for bids and send to City-approved publications (City to pay advertising expense).
- Develop electronic copies (pdf) of final bidding documents and distribute to Quest for bidders and suppliers to purchase and download. Reproduce bidding documents and distribute to Owner, ODOT, Engineer and interested bidders.

- Respond to bidder questions and prepare necessary addendums, if needed.
- Review bids and recommend contract award based on public contracting rules.
- Prepare construction contracts for City approval. Issue Notice of Intent to Award, Notice of Award and Notice to Proceed.

Contract Administration

- Administer construction contract. Prepare necessary pay requests and change orders.
 Notify City staff immediately of potential construction problems and recommend a cost effective remedy in order to not delay the construction.
- Tabulate payment quantities and recommend payments to the contractor.
- Project Manager to make periodic site inspections.
- Conduct bi-monthly project meetings.

Inspection Services

- Provide full-time resident inspector to observe construction.
- Coordinate with affected businesses and the public.
- Prepare daily inspection reports for City.
- Provide Construction Stakeout.

Project Closeout

- Provide final inspection, punch list and back check of corrective work.
- Prepare record drawings for City's information.
- Prepare final pay request and review with City.

Schedule (anticipated)

- Preparation of Construction Documents January thru March 2017
- Bidding Period Services Spring 2017.
- Construction Summer / Fall 2017.

Proposed Fee

PAYMENT METHOD: Monthly Billing

Services will be performed and billed on a time and materials basis, in accordance with the conditions of the Professional Services Agreement and fee listed herein and Attachment A. The fee for these services is not to exceed a maximum \$308,436 including all professional services and reimbursable expenses.

City of Brookings	The Dyer Partnership Engineers & Planners, Inc.
Gary Milliman, City Manager	Michael W. Erickson, Sr. V.P
Date:	Date:

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	INSPECTOR		85.00	0	0.00	0	0.00	1200	102,000.00
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	,		Phase		Contract Docu				\$17,362
			Phase		Bidding Period				\$14,940
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							Total Tasks	1+2+3	\$308,436

	30% PRELIMINARY PLANS CONSTR		ON COST	ESTIMATE				
SECTION	Railroad Street Wharf to Oak Street (Brookings	s)		Cu	rry			
ODOT-0877	KIND OF WORK 7 Sidewalk and Drainage Length DATE PREPARED BY 1700 5/2/16 DEA, Inc.							
ITEM NUMBER	ITEM DESCRIPTION	UNIT	AMOUNT	UNIT COST		TOTAL		
		TO	TAL FOR GROUP	\$8,000				
0100-0101000T	TRAINING	HOUR	400	\$ 20.00	\$	8,000		
	THE PERSON APPROPRIENT AND TO			*101.010				
	FEATURES AND APPURTENANCES	******	TAL FOR GROUP	\$431,342		405 400		
	MOBILIZATION	LS	1	10.0% Biddable	\$	165,439		
0225-0100000A	TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC	LS	1	15.0% Biddable	\$	248,159		
	EROSION CONTROL	LS	1	1.0% Biddable	\$	16,544		
0280-0114030E	INLET PROTECTION, TYPE 3	EACH	2	\$ 100.00	\$	200		
0290-0100000A	POLLUTION CONTROL PLAN	LS	1	\$ 1,000.00	\$	1,000		
ROADWORK		ТО	TAL FOR GROUP	\$257,566				
0305-0100000A	CONSTRUCTION SURVEY WORK	LS	1	1.5% Biddable	\$	24,816		
0310-0100000F	REMOVAL OF PIPES	FOOT	1,050		\$	36,750		
0310-0106000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 6,000.00	\$	6,000		
0320-0100000A	CLEARING AND GRUBBING	LS	1	\$ 2,000.00	\$	2,000		
0330-0105000K	GENERAL EXCAVATION	CUYD	7,520	\$ 25.00	\$	188,000		
					-5			
DRAINAGE AN	D SEWERS	TO	TAL FOR GROUP	\$253,501				
0415-0100000F	MAINLINE VIDEO INSPECTION	FOOT	1,359	\$ 4.00	\$	5,436		
0445-035012BF	12 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	73	\$ 65.00	\$	4,745		
0445-035018BF	18 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	1,278	\$ 75.00	\$	95,850		
0445-035030BF	30 INCH STORM SEWER PIPE, 10 FT DEPTH	FOOT	8	\$ 200.00	\$	1,600		
0470-0101000E	CONCRETE STORM SEWER MANHOLES	EACH	3	\$ 3,500.00	\$	10,500		
0470-0104000E	CONCRETE MANHOLES, STORM SEWER POLLUTION CONTROL	EACH	2		\$	19,000		
0470-0110000E	CONCRETE MANHOLES, WATER QUALITY	EACH	1	\$ 9,000.00	_	9,000		
0470-	CONCRETE VAULT, WATER QUANTITY	EACH	1	\$ 25,000.00	_	25,000		
0470-0309000E	CONCRETE INLETS, TYPE CG-3	EACH	11	,	+-	22,00		
0490-0100000E	ADJUSTING BOXES	EACH	22		,	7,37		
0490-0102000E	ADJUSTING CATCH BASINS	EACH		\$ 900.00	-	12,600		
0490-0104000E	CONNECTION TO EXISTING STRUCTURES	EACH	3		+	3,60		
0490-0121000E	MAJOR ADJUSTMENT OF MANHOLES	EACH	23	\$ 1,600.00	\$	36,80		
BASES		TO	TAL FOR GROUP	\$205.40	0			
0641-0102000M	AGGREGATE BASE	TON	7,900		-	205,40		
0011 010200011			1		+			
WEARING SU	RFACES	TO	TAL FOR GROUP	\$646,38	4			
0744-0302000M	LEVEL 3, 1/2 INCH ACP MIXTURE	TON	3,417	\$ 110.00	\$	375,87		
0749-0100000E	EXTRA FOR ASPHALT APPROACHES	EACH	9	\$ 600.00	\$	5,40		
0759-0103000F	CONCRETE CURBS, CURB AND GUTTER	FOOT	3,267	\$ 22.00	\$	71,87		
0759-0126000J	CONCRETE DRIVEWAYS	SQFT	5,290	\$ 8.00	\$	42,32		
0759-0128000J	CONCRETE WALKS	SQFT	17,560	\$ 7.00	\$	122,92		
0759-0154000E	EXTRA FOR NEW SIDEWALK RAMPS	EACH	14	\$ 2,000.00	\$	28,00		
***************************************	TRAFFIC SAFETY AND GUIDANCE DEVICES	-	OTAL FOR GROUI	-	-			
0865-0160000F	THERMOPLASTIC, EXTRUDED OR SPRAYED, SURFACE, NON-PROFILED	+	10,000		+	13,06		
0867-0103500E	PAVEMENT LEGEND, TYPE AB: ARROWS	EACH		2 \$ 170.00	+	3,74		
0867-0145500J	PAVEMENT BAR: TYPE AB	SQFT		5.50	-	3,85		
0867-0174000E	PAVEMENT LEGEND, TYPE AB: SHARROWS	EACH	16	3 \$ 180.00	\$	2,88		

				The Control of the Co		- Australia	
PERMANENT	TRAFFIC CONTROL AND ILLUMINATION SYSTEMS	TOTAL	FOR GROUP		\$224,000		EN GARLES
0905-0101000A	REMOVE AND REINSTALL EXISTING SIGNS	EACH	5	\$	500.00	\$	2,50
0970-0100000A	POLE FOUNDATIONS	LS	1	\$	30,000.00	\$	30,00
0970-0101000A	LIGHTING POLES, FIXED BASE	LS	1	\$	38,000.00	\$	38,00
0970-0104000A	LUMINAIRES, LAMPS, AND BALLASTS	LS		\$	40,000.00	\$	40,00
0970-0105000A	SWITCHING, CONDUIT, AND WIRING	LS	1	\$	95,000.00	\$	95,00
0990-0106000A	FLASHING BEACON INSTALLATION,	EACH	1	\$	18,500.00	\$	18,50
RIGHT OF WA	L Y DEVELOPMENT AND CONTROL	TOTAL	FOR GROUP		\$67,625		
1010-0100000A	WATER QUALITY STRUCTURE,	LS	1.0	\$	42,000.00	\$	42,00
1030-0108000R	PERMANENT SEEDING	ACRE	1.0	\$	4,000.00	\$	4,00
1040-0101000K	TOPSOIL	CUYD	200	\$	50.00	\$	10,00
1050-0240000F	REMOVING AND REBUILDING FENCE	FOOT	175	\$	35.00	\$	6,12
1070-0100000E	SINGLE MAILBOX SUPPORTS	EACH	4	\$	250.00	\$	1,00
1160-0102000E	MOVING EXISTING HYDRANTS	EACH	1	\$	3,000.00	\$	3,00
1170-0104000E	RECONNECTING EXISTING WATER SERVICES, 3/4 INCH	EACH	1	\$	1,500.00	\$	1,50
ANTICIPATED	ITEMS	TOTAL	FOR GROUP		\$0		
SUBTOTAL, B	IDDABLE ITEMS (w/o % Biddable)					\$	1,654,39
SUBTOTAL, B	IIDDABLE ITEMS	Martin de la comp			Torque Maria	\$	2,117,34
CONTINGENC	IES / CONSTRUCTION ENGINEERING	TOTAL	FOR GROUP	4	1,083,674		
Z.IIIII Z.III	CONSTRUCTION ENGINEERING (CONSULTANT)	13176	1 311 011001	-	20%	\$	423,469.6
	CONSTRUCTION ENGINEERING (ODOT)				\$25,000	-	25,00
	CONTINGENCIES				30%	7	635,2
OTAL CONS	TRUCTION COST	ACCOUNT OF THE			3070	\$	3,201,0
		CT	ID CONSTR	ПСТ	ON BUDGET:	\$	2,612,00

NOTE: This estimate does not include right-of-way, utility relocation, new utilities or hazmat costs.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject: Storm Drainage /temporary construction easements for storm drain line project

Recommended Motion:

Authorize the City Manager to execute temporary Construction Easements and permanent Storm Drainage Easements with Four N, South Coast Lumber, US Bank National Association, and Haze Grey, LLC for installation of a new 60 inch storm drain line and related appurtenances.

Financial Impact:

Recording fees in the amount of \$529.00.

Approved by Finance & Human Resources Director: ()

<u>Background/Discussion</u>: There has been historical flooding across portions of Fifth Street and Railroad Street that causes minor damage, notably flooding of US Bank National. The 2014 Storm Drainage Master Plan identified this project to resolve the issue as a Priority 1.

The project involves private properties and will run from behind Oil Can Henry's south to connect to a manhole adjacent to the southern boundary of Railroad Street. The project includes the installation of 660 lineal feet of 60 inch High Density Polyethylene (HDPE) storm pipe as well as the installation of five manholes.

The project requires both temporary construction and permanent storm drainage easements. The easements signed by Four N, South Coast Lumber, US Bank National Association and Haze Grey, LLC will provide the City with the needed ingress and egress for installation and maintenance of the storm drain line and related appurtenances.

Policy Considerations:

Goal 3, provide infrastructure to support economic growth and

improve quality of life.

Attachment(s):

A. Signed temporary construction and permanent storm drainage

easements.

AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

STORM DRAIN EASEMENT

Haze Grey LLC, a limited liability company, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation, ("Grantee"), a perpetual easement for the installation, maintenance, and replacement of a new storm drain facility and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A"

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to make storm drainage improvements and thereby providing direct and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing public utilities.
- 2. Grantor agrees not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns. DATED Matthew Dodson, Manager STATE OF OREGON County of Curry Kamath U day of January Personally appeared before me this MAHAPEW and aeknowledged the foregoing instrument as his voluntary act ar OFFICIAL STAMP DYALA C BARBUDO NOTARY PUBLIC-OREGON COMMISSION NO. 939509 Notary Public for Oxegon My commission expires: JUNE 1,2019 MY COMMISSION EXPIRES JUNE 01, 2019 ACCEPTED BY GRANTEE: Gary Milliman, City Manager City of Brookings, Oregon STATE OF OREGON County of Curry This instrument was acknowledged before me on the day of 2016, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.

Notary Public for Oregon My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 4

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, affecting a portion of Lot 2 of the Brookings Town Center II, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, Curry County, Oregon with the said easement being more particularly described as follows:

The westerly 10 feet of said Lot 3, containing 1,025 square feet, more or less, all as specified in the attached map Figure 4;

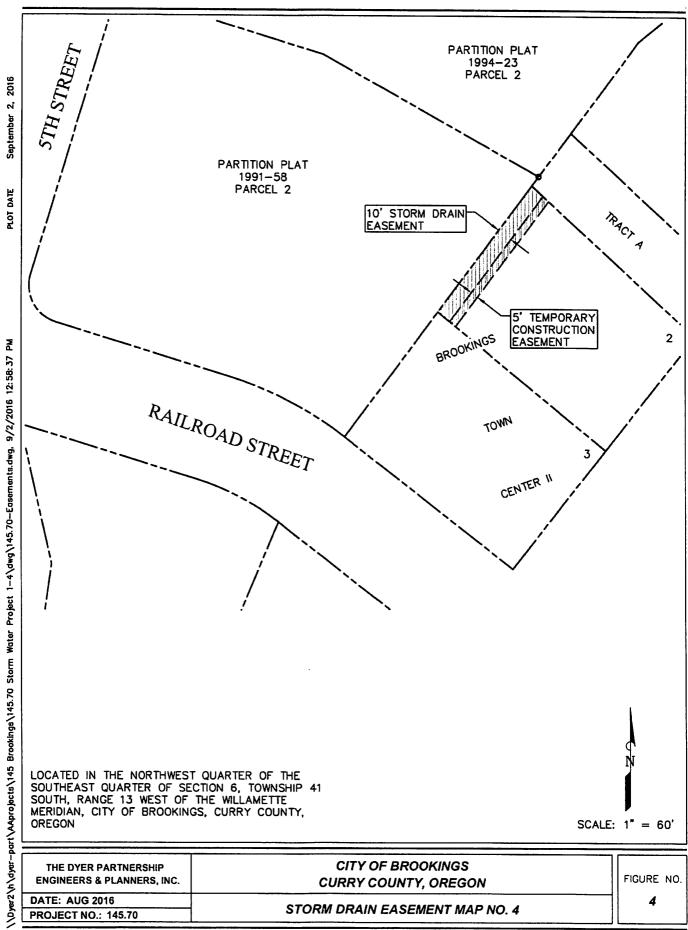
Together With: A temporary easement for construction purposes over a strip of land 5 feet in width, the westerly line of said 5-foot strip of land is the easterly line of hereinabove described 10-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 28, 1988
MICHAEL W. ERICKSON

EXPIRES: 12-31-17



AMETTE Y COUNTY,	SCALE: 1" = 60'
CITY OF BROOKINGS CURRY COUNTY, OREGON	FIGURE NO.
STORM DRAIN EASEMENT MAP NO. 4	4
	CITY OF BROOKINGS CURRY COUNTY, OREGON

AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

TEMPORARY CONSTRUCTION EASEMENT

Haze Grey LLC, a limited liability company, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a temporary construction easement for construction purposes over a strip of land 5 feet wide for installation of a new 60 inch storm drain line and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 for description of property and temporary easement.

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to maintain waterline improvements and thereby providing direct benefit and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- The easement shall be a temporary right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of installing, maintaining, and replacing a public storm drain, storm drain vault and necessary appurtenances.
- Grantee shall hold Grantor harmless from any liability caused by Grantee's work within the easement.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of

- Grantee is to restore the surface of the property to the condition that existed prior to any construction.
 - 4. This temporary construction easement shall terminate on December 31, 2017.

Grantee, its successors and assigns. DATED 1/6/17 Grantor: Haze Grey LLC Matthew Dodson, Manager STATE OF OREGON County of Curry Klamath day of Januar Personally appeared before me this and acknowledged the foregoing instrument as his voluntary act and deed OFFICIAL STAMP DYALA C BARBUDO NOTARY PUBLIC-OREGON Notary Public for Oregon COMMISSION NO. 939509 My commission expires: 1/1/2019 MY COMMISSION EXPIRES JUNE 01, 2019 ACCEPTED BY GRANTEE:

Gary Milliman, City Manager City of Brookings, Oregon

STATE OF OREGON County of Curry

This instrument was acknowledged before me on the ______day of ______, 2016, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.

Notary Public for Oregon My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 4

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, affecting a portion of Lot 2 of the Brookings Town Center II, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, Curry County, Oregon with the said easement being more particularly described as follows:

The westerly 10 feet of said Lot 3, containing 1,025 square feet, more or less, all as specified in the attached map Figure 4;

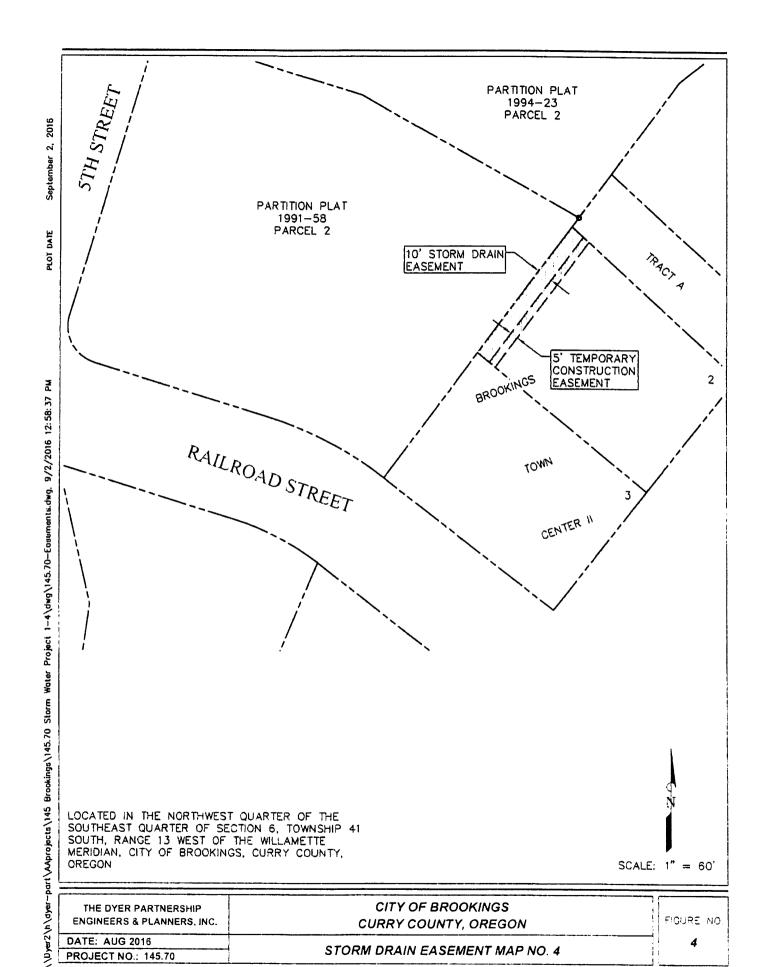
Together With: A temporary easement for construction purposes over a strip of land 5 feet in width, the westerly line of said 5-foot strip of land is the easterly line of hereinabove described 10-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 28, 1988
MICHAEL W. ERICKSON
2340

EXPRES: 12-31-17



AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

TEMPORARY CONSTRUCTION EASEMENT

South Coast Lumber Company, an Oregon corporation, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a temporary construction easement for construction purposes over a strip of land 15 feet wide for installation of a new 60 inch storm drain line and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 for description of property and temporary easement.

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to maintain waterline improvements and thereby providing direct benefit and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- 1. The easement shall be a temporary right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of installing, maintaining, and replacing a public storm drain, storm drain vault and necessary appurtenances.
- 2. Grantee shall hold Grantor harmless from any liability caused by Grantee's work within the
- 3. Grantee is to restore the surface of the property to the condition that existed prior to any construction.

4. This temporary construction easement shall terminate on December 31, 2017.
This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of
Grantee, its successors and assigns.
Q_{1}
DATED 16/2016 Dlin (click)
Grantor: South Coast Lumber Co.
Ron Fallert, CEO STATE OF OREGON
County of Curry
county of Curry
Personally appeared before me this 10th day of 5eptember, 2016,
Ron Fallert, CEO and acknowledged the foregoing instrument as his
voluntary act and dee JANICE KATHRYN GOBER NOTARY PUBLIC - OREGON COMMISSION NO. 476664 COMMISSION NO. 476664
HY COMMISSION EXPIRES MARCH 29, 2017 Notary Public for Oregon
My commission expires: MARCL 29, 2017
ACCEPTED BY GRANTEE:
Gary Milliman, City Manager City of Brookings, Oregon
STATE OF OREGON County of Curry
This instrument was acknowledged before me on the day of, 2016, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary ac and deed and accepted the easement on behalf of the City of Brookings.

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 1

An easement for installation, maintenance, and replacement purposes of an existing storm drain line, new storm drain line, new storm drain structure, and related appurtenances, affecting a portion of Parcel 2 of Partition Plat 1993-60, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with said easement being more particularly described as follows:

Beginning at the northwest corner of said Parcel 2 marked by an iron rebar with plastic cap labeled "DEA INC", which bears North 72° 49' 47" West 179.83 feet along the southerly Right-of-Way of Railroad Street from the northeast corner of said Parcel 2 marked by an iron rebar with plastic cap labeled "DEA INC", this line being the basis of bearings;

Thence South 72° 49' 47" East 107.86 feet, along said southerly Right-of-Way of Railroad Street to the True Point of Beginning;

Thence continuing South 72° 49' 47" East 50 feet, along said southerly Right-of-Way of Railroad Street;

Thence South 17° 10' 13" West 40 feet;

Thence North 72° 49' 47" West 40 feet;

Thence North 17° 10' 13" East 50 feet to the True Point of Beginning, containing 2,000 square feet, more or less, all as specified on the attached Figure No. 1;

Together With: A temporary easement for construction purposes over a strip of land 15 feet with the westerly line of said 15-foot strip is the easterly line of said hereinabove described easement.

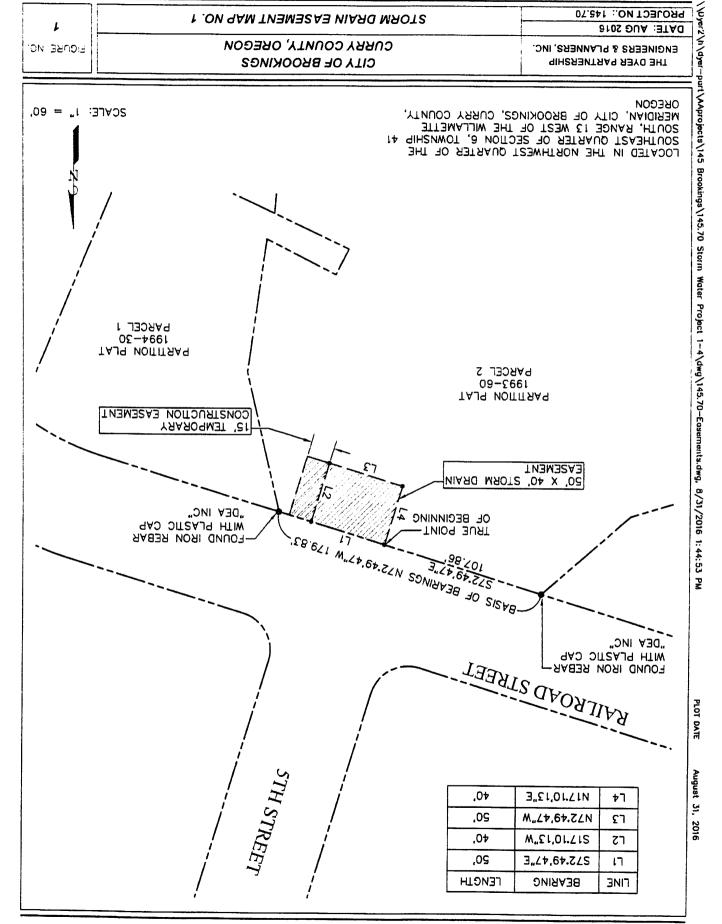
Said temporary construction easement will expire in December 31, 2017.

REGISTERED

PROFESSIONAL LAND SURVEYOR

OREGON
JALY 28, 1988
MICHAEL W. ERICKSON
2340

EXPRES: 12-31-17



AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

STORM DRAIN EASEMENT

South Coast Lumber Company, an Oregon corporation, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation, ("Grantee"), a perpetual easement for the installation, maintenance, and replacement of a new storm drain facility and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A"

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to make storm drainage improvements and thereby providing direct and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- 1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing public utilities.
- 2. Grantor agrees not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.

access to or maintenance of the utilities.	. or with the normal operation, inspection,
This easement shall be binding upon Grantor, its successors Grantee, its successors and assigns.	and assigns, and shall inure to the benefit of
DATED 4/16/2016	Grantor: South Coast Lumber Co.
	Ron Fallert, CEO
STATE OF OREGON County of Curry	
Personally appeared before me this 16 ^{T*} day of 5ept	rember, 2016,
	and acknowledged the foregoing instrument
as his voluntary act and dead OFFICIAL SEAL JANICE KATHEVN GOBER NOTARY PUBLIC - OREGON COMMISSION NO. 478644	Cance K GOGE
ACCEPTED BY GRANTEE:	My commission expires:
Gary Milliman, City Manager City of Brookings, Oregon	
STATE OF OREGON County of Curry	
This instrument was acknowledged before me on the 2016, by Gary Milliman, City Manager of the City of Brook and deed and accepted the easement on behalf of the City of	ings, as the City of Brookings' voluntary act

Notary Public for Oregon My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 1

An easement for installation, maintenance, and replacement purposes of an existing storm drain line, new storm drain line, new storm drain structure, and related appurtenances, affecting a portion of Parcel 2 of Partition Plat 1993-60, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with said easement being more particularly described as follows:

Beginning at the northwest corner of said Parcel 2 marked by an iron rebar with plastic cap labeled "DEA INC", which bears North 72° 49° 47" West 179.83 feet along the southerly Right-of-Way of Railroad Street from the northeast corner of said Parcel 2 marked by an iron rebar with plastic cap labeled "DEA INC", this line being the basis of bearings;

Thence South 72° 49' 47" East 107.86 feet, along said southerly Right-of-Way of Railroad Street to the True Point of Beginning:

Thence continuing South 72° 49' 47" East 50 feet, along said southerly Right-of-Way of Railroad Street:

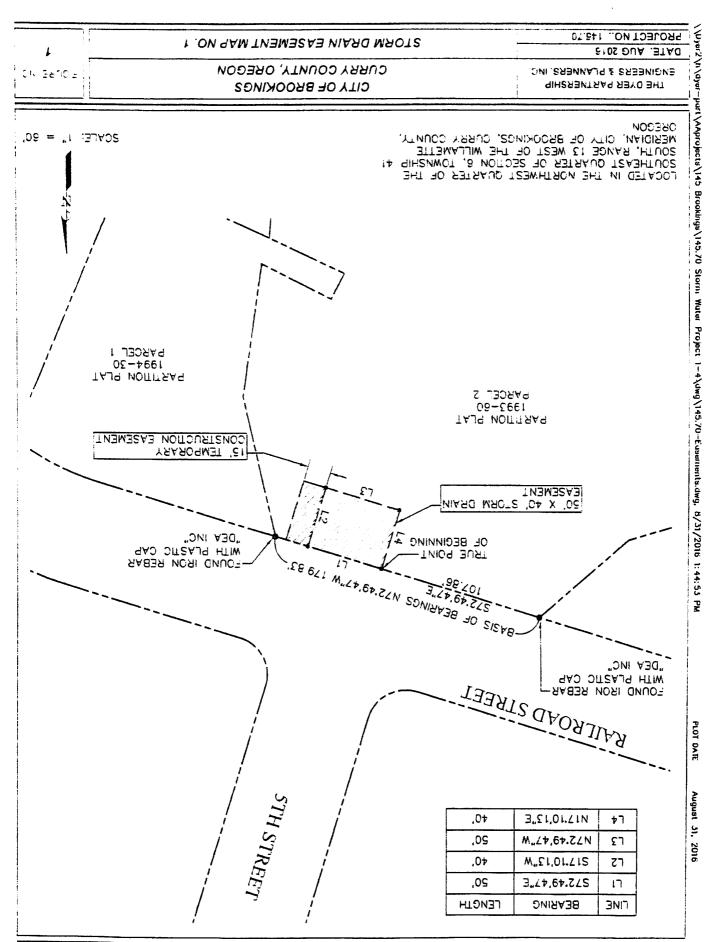
Thence South 17° 10' 13" West 40 feet:

Thence North 72° 49' 47" West 40 feet;

Thence North 17° 10' 13" East 50 feet to the True Point of Beginning, containing 2,000 square feet, more or less, all as specified on the attached Figure No. 1;

Together With: A temporary easement for construction purposes over a strip of land 15 feet with the westerly line of said 15-foot strip is the easterly line of said hereinabove described easement

Said temporary construction easement will expire in December 31, 2017.



City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

STORM DRAIN EASEMENT

Four N, LLC, an Oregon Limited Liability Company, ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation, ("Grantee"), a perpetual easement for the installation, maintenance, and replacement of a new storm drain facility and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A"

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to make storm drainage improvements and thereby providing direct and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- 1. The easement shall be a permanent right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of constructing, maintaining or replacing public utilities.
- 2. Grantor agrees not plant, build, construct or create, nor permit others to plant, build, construct or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities.

access to of maintenance of the utilities.	
This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns.	
DATED/-/3-17 Grantor: Four N, LLC Michael Newcombe, Agent	
STATE OF OREGON County of Curry Personally appeared before me this 13 th day of January , 2016, Mach	
and acknowledged the foregoing instrument as his voluntary act and deed.	
OFFICIAL SEAL JORDAN N FANNING NOTARY PUBLIC-OREGON COMMISSION NO. 479260 MY COMMISSION EXPIRES JUNE 23, 2017 MY COMMISSION EXPIRES JUNE 23, 2017	
ACCEPTED BY GRANTEE:	
Gary Milliman, City Manager City of Brookings, Oregon	
STATE OF OREGON County of Curry	
This instrument was acknowledged before me on the day of, 2016, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.	

Notary Public for Oregon My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 5

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, over a strip of land 20 feet in width affecting a portion of Parcel 2 of Partition Plat 1994-23, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of 20-foot strip of land being more particularly described as follows:

Beginning at the southeast corner of said Parcel 2 marked by a mag-nail, which bears South 66° 27' 53" East 301.50 feet from the southwest corner of said Parcel 2 marked by a mag-nail, this line being the basis of bearings;

Thence North 60° 51' 17" West 10.09 feet along the southerly line of said Parcel 2, to the True Point of Beginning;

Thence North 36° 04' 25" East 22.67 feet;

Thence North 33° 58' 07" East 147.10 feet:

Thence North 11° 02' 28" West 12.87 feet, containing 3,650 square feet, more or less, all as specified on the attached Figure No. 5;

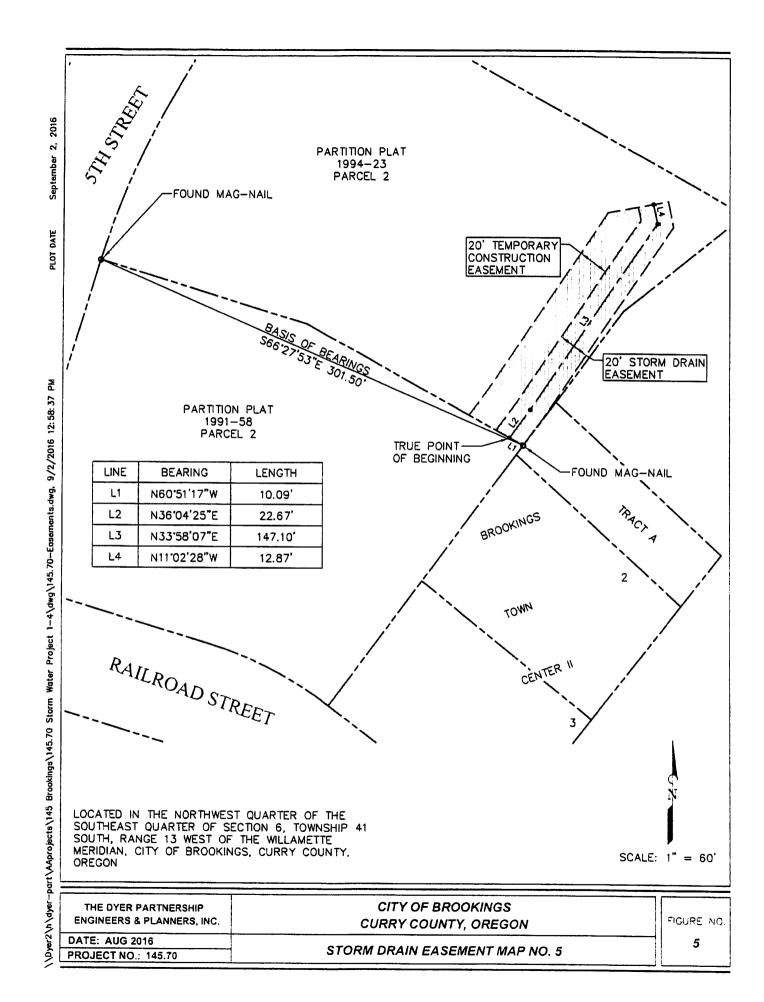
Together With: A temporary easement for construction purposes over a strip of land 20 feet in width, the easterly line of said 20-foot strip of land is the westerly line of hereinabove described 20-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

ORESON
JLLY 51, 1988
MICHAEL W. ERICKSON
2340

DOWNESS 12-31-17



City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements To: No Change

TEMPORARY CONSTRUCTION EASEMENT

Four N, LLC, an Oregon Limited Liability Company ("Grantor") hereby grants to the City of Brookings, Oregon, a municipal corporation ("Grantee"), a temporary construction easement for construction purposes over a strip of land 20 feet wide for installation of a new 60 inch storm drain line and related appurtenances on the property as set forth herein in the City of Brookings, Curry County, State of Oregon.

SEE ATTACHED EXHIBIT "A" Pages 1 & 2 for description of property and temporary easement.

There is no consideration for this easement in terms of dollars and cents as it is given freely and voluntarily to allow Grantee to maintain waterline improvements and thereby providing direct benefit and/or indirect benefit to Grantor.

This easement is granted on the following terms and conditions:

- 1. The easement shall be a temporary right of Grantee, its officer, agents, employees and contractors to ingress and egress upon, over and across the property for the purposes of installing, maintaining, and replacing a public storm drain, storm drain yault and necessary appurtenances.
- 2. Grantee shall hold Grantor harmless from any liability caused by Grantee's work within the
- 3. Grantee is to restore the surface of the property to the condition that existed prior to any construction.
 - 4. This temporary construction easement shall terminate on December 31, 2017.

This easement shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns. DATED /-/3-17 Grantor: Four N, LLC Michael Newcombe, Agent STATE OF OREGON County of Curry ۶ Personally appeared before me this 13th day of January Neucombe, and acknowledged the foregoing instrument as his voluntary act and deed. JORDAN N FANNING Motary Public for Oregon NOTARY PUBLIC-OREGON My commission expires: June 23, 2017 COMMISSION NO. 479260 MY COMMISSION EXPIRES JUNE 23, 2017 **ACCEPTED BY GRANTEE:** Gary Milliman, City Manager City of Brookings, Oregon STATE OF OREGON County of Curry This instrument was acknowledged before me on the day of 2016, by Gary Milliman, City Manager of the City of Brookings, as the City of Brookings' voluntary act and deed and accepted the easement on behalf of the City of Brookings.

Notary Public for Oregon My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 5

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, over a strip of land 20 feet in width affecting a portion of Parcel 2 of Partition Plat 1994-23, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of 20-foot strip of land being more particularly described as follows:

Beginning at the southeast corner of said Parcel 2 marked by a mag-nail, which bears South 66° 27' 53" East 301.50 feet from the southwest corner of said Parcel 2 marked by a mag-nail, this line being the basis of bearings;

Thence North 60° 51' 17" West 10.09 feet along the southerly line of said Parcel 2, to the True Point of Beginning;

Thence North 36° 04' 25" East 22.67 feet:

Thence North 33° 58' 07" East 147.10 feet;

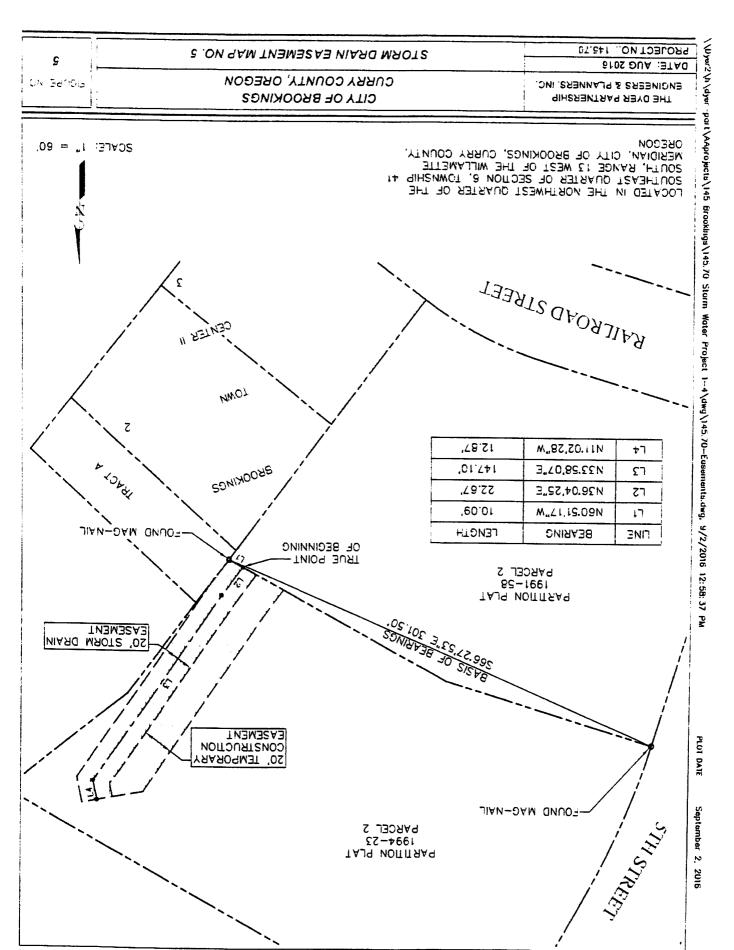
Thence North 11° 02' 28" West 12.87 feet, containing 3,650 square feet, more or less, all as specified on the attached Figure No. 5;

Together With: A temporary easement for construction purposes over a strip of land 20 feet in width, the easterly line of said 20-foot strip of land is the westerly line of hereinabove described 20-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
ALV 8. 1988
MICHAEL W. ERICKSON
2340



AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements to: No Change

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT (the "Agreement") is made as of ______, 2017, between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank") and the CITY OF BROOKINGS ("Grantee").

- A. Bank holds a real property interest in certain real property (the "Property") located at 326 Fifth Street, Brookings, Oregon.
- B. Grantee desires to obtain, and Bank desires to convey, certain easement rights to and upon the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantee agree as follows:

- 1. Grant. Subject to the restrictions set forth in this Agreement, Bank hereby quitclaims to Grantee a nonexclusive perpetual easement under and through a portion of the Property as legally described on Exhibit A attached hereto and incorporated herein (the "Easement Area") solely for the purpose of installation, maintenance, and replacement of a new storm drain line (the "Work").
- 2. <u>Term.</u> The rights herein granted shall continue indefinitely, with the temporary right expiring as set forth on <u>Exhibit A</u>. Notwithstanding the foregoing, this Agreement shall terminate at such time as Grantee ceases to use the Easement Area for a period of three (3) years, in which event all rights granted hereunder and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Bank.
- Maintenance. Grantee shall maintain and operate the Easement Area, and any permitted improvements at its sole cost and expense, in a safe and workman like manner and shall keep and maintain the same in a professional and sightly condition at all times. Grantee agrees that it shall comply with all rules, laws, ordinances and requirements regarding its maintenance and use of the Easement Area and shall obtain any and all required permits and licenses at its sole cost and expense.

4. <u>Insurance</u>; Indemnification.

- a. <u>Maintenance of Insurance</u>. Grantee shall maintain in full force and effect at all times during the Term insurance coverages as set forth on the attached <u>Exhibit B</u>.
- b. General Policy Requirements. Each required insurance policy must be written by a financially responsible company with an A.M. Best rating of A- or better that is authorized to do business in the state in which the Work is performed. Grantee shall ensure that the commercial general liability and commercial automobile liability policies required hereunder shall identify Bank, the project manager for the Work (if any), and any other party reasonably requested by Bank as additional insured(s). Policies for such insurance shall provide that such insurance is primary and that any other insurance or self-insurance available to Bank is in excess of and non-contributory to the insurance provided by Grantee. If Grantee fails to procure or maintain any insurance coverage required under this Agreement, then Bank may purchase such coverage and deduct the cost thereof from any monies due to Grantee or terminate this Agreement. Compliance by Grantee with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.
- c. Basis for Coverage. For insurance policies other than the professional liability insurance policy (if required), coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the foregoing, coverage for claims for damages because of bodily injury, sickness or disease, or death of any person other than Grantee's employees or claims for damages insured by usual personal injury liability coverage shall be written on a combined single limit coverage for bodily injury and property damage on an occurrence basis, and any excess/umbrella coverage shall also be on an occurrence basis in excess of such coverage. If Grantee performs any construction, remodeling, maintenance, repair and related services in connection with any Work, then Grantee's products and completed operations coverage shall extend until the expiration of the period for warranty correction of the Work. With respect to any professional liability insurance policy required above, coverage shall be on a claimsmade basis and shall be maintained for a period of three (3) years beyond the completion of any Work either through policy renewals or the purchase of an extended discovery period.
- d. <u>Certificates of Insurance</u>. Upon execution of this Agreement and any renewal of such insurance during the term hereof, and otherwise within 10 days of a request by Bank, Grantee shall provide Bank with an industry-standard insurance certificate evidencing that the insurance policies required hereunder are in full force and effect. Grantee shall promptly notify Bank in writing of the threat of any cancellation or substantive modification of any insurance policy required hereunder.

- e. <u>Indemnification</u>. Grantee agrees to indemnify and hold Bank and Bank's project manager (if any) harmless from and against any and all claims, liabilities, suits, causes of action, costs and expenses (including reasonable attorneys' fees and costs) of and against Bank, its successors or assigns and Bank's project manager (if any), resulting from:
 - i. Any breach by Grantee or any subcontractor of any of Grantee's warranties, obligations or duties under this Agreement;
 - ii. Any claim by a third party relating to acts or omissions of Grantee, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; and
 - iii. Any claim or liability wherein taxes, penalties and/or interest are assessed against Bank by reason of Grantee and/or its employees being deemed to be employees of Bank.
- f. Mechanic's Liens. Except only to the extent caused by the failure of Bank to make payment to Grantee as required by this Agreement, Grantee shall indemnify and defend Bank, and save Bank harmless from any claims or liens filed or threatened by Grantee or any subcontractor, sub-subcontractors of any tier, or suppliers of any tier related to any work, and any related costs (including attorneys' fees related thereto or to the enforcement of this subparagraph), liabilities, judgments, executions, and disbursements and shall immediately remove any liens upon demand of Bank.
- g. <u>Survival</u>. All indemnities set forth in this Agreement shall survive the termination of this Agreement.
- Easement Area only as necessary for the purpose described in Section 1 above, and shall use its best efforts not to interfere with Bank's use and enjoyment of the Property. In light of the fact that Bank operates a retail facility on the Property, Grantee shall not (i) block or in any way restrict access to or from the Property; or (ii) otherwise cause Bank's operations on the Property to be interfered with or interrupted (including Bank's parking spaces) Grantee shall keep the Easement Area free and clear of debris at all times and shall not use the Easement Area for the storage of material. Grantee agrees to repair any and all damage caused to the Easement Area or the Property by Grantee, its employees, agents or contractors, including but not limited to the replacement of any trees removed to accommodate Grantee's use of the Property and the restoration of the Easement Area following any Grantee work thereon to the same or better condition as the Easement Area existed prior to such work.
- 6. <u>Bank's Use of Easement Area.</u> Bank may not erect on the Easement Area any permanent structure that would interfere with the Grantee's easement rights hereunder without the prior written consent of Grantee, which Grantee may not unreasonably withhold, condition or delay, and which consent shall be deemed to have been granted if Grantee fails to grant or withhold its consent in writing on or

before the ninety (90th) day following Grantee's receipt of Bank's notice. Bank reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.

- 7. <u>Default</u>. If Grantee shall at any time violate any of the terms, covenants or conditions contained herein or fail to perform any of its obligations contained herein in a timely fashion, Bank shall have the right to declare this Agreement null and void and of no further force and effect. Upon such event, Grantee shall promptly remove any improvements from the Easement Area and return the Easement Area to Bank in the same condition as existed when it was received by Grantee.
- 8. Notice. All notices, demands and requests ("notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served either on the date of hand delivery or the date such notice is deposited with a national parcel service (e.g., UPS or Fed Ex), or with the United States Mail, addressed to Bank or Grantee, as the case may be, prepaid and registered or certified mail or delivery charges prepaid, return receipt requested, at the following addresses:

To Grantee: <u>City of Brookings</u>

898 Elk Drive

Brookings, OR 97415
Attn: Gary Milliman

To Bank: U.S. Bank National Association

Corporate Real Estate 10220 S.E. Washington Portland, OR 97216 Attn: David Hammes

with a copy to: U.S. Bank National Association

800 Nicollet Mall BC-MN-H21R

Minneapolis, Minnesota 55402

Attn: Corporate Real Estate – Corporate Counsel

Rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Either party may change its notice address so long as it notifies the other party in writing.

11. Miscellaneous.

- (a) Generally. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto and shall run with the land. Time is of the essence with respect to the payment and performance of the obligations set forth in this Agreement. No third party beneficiary rights are created by this Agreement.
- (b) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties and may be amended only by an instrument in writing signed by both parties. All approvals required hereunder shall also be in writing.
- (c) <u>Grantee's Cost</u>. All work contemplated under this Agreement shall be performed by Grantee at its sole cost and expense.
- (d) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.
- (e) No Representations Regarding Title to Property. The parties hereby acknowledge that Bank makes no representations or warranties regarding the nature of its real property interest in the Property, including the Easement Area. This acknowledgment is a material inducement for the Bank to enter into this Agreement.

[Remainder of page intentionally left blank. Signature and acknowledgment pages follow.]

WHEREFORE, Bank and Grantee have executed this Agreement as of the date first above written.

BANK:	U.S. BANK NATIONAL ASSOCIATION		
	Ву:		
	Its:		
STATE OF			
COUNTY OF			
appeared, to me known to BANK NATIONAL ASSOCIATION, to foregoing instrument, and acknowledge and the free and voluntary act and deed uses and purposes therein mentioned; as said instrument on behalf of said U.S. Experience.			
	Notary Public		

R	٨	N	v	

U.S. BANK NATIONAL ASSOCIATION

		By:
		Its:
STATE OF)	
) ss.	
STATE OF)	
On this	day of	, 20, before me, the undersigned, a, duly commissioned and sworn,
Notary Public in and	I for the State of	, duly commissioned and sworn,
personally appeared	, to me l	known to be the person who signed as
		ON, the banking association that executed the within
and foregoing instru	ment, and acknowledg	ged said instrument to be a free and voluntary act and
		ed of U.S. BANK NATIONAL ASSOCIATION for
the uses and purpose	es therein mentioned; a	and on oath stated that he was authorized to execute the
		NK NATIONAL ASSOCIATION.
IN WITNES	S WHEREOF I have h	hereunto set my hand and official seal this day of
, 20		
		Notary Public

ACCEPTED BY GRANTEE:	
Gary Milliman, City Manager	
City of Brookings, Oregon	
STATE OF OREGON	
County of Curry	
This instrument was acknowledged before me on the, 2017, by Gary Milliman,	day of City Manager of the City of Brookings,
as the City of Brookings' voluntary act and deed and acc of Brookings.	
	Notary Public for Oregon
	My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 2

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, over a strip of land 20 feet in width affecting a portion of Parcel 2 of Partition Plat 1991-58, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of 20-foot strip of land being more particularly described as follows:

Beginning at the northeast corner of said Parcel 2 marked by a mag-nail, which bears South 66° 27' 53" East 301.50 feet from the northwest corner of said Parcel 2 marked by a mag-nail, this line being the basis of bearings;

Thence North 60° 51' 17" West 10.09 feet along the northerly line of said Parcel 2 to a point that is 10 feet from the easterly line of said Parcel 2, being the True Point of Beginning;

Thence South 36° 49' 08" West 181.96 feet along a line 10 feet from and parallel with the easterly line of said Parcel 2;

Thence South 81° 38' 10" West 45.16 feet to the northerly Right-of-Way of Railroad Street, containing 4,550 square feet, more or less, all as specified on the attached Figure No. 2;

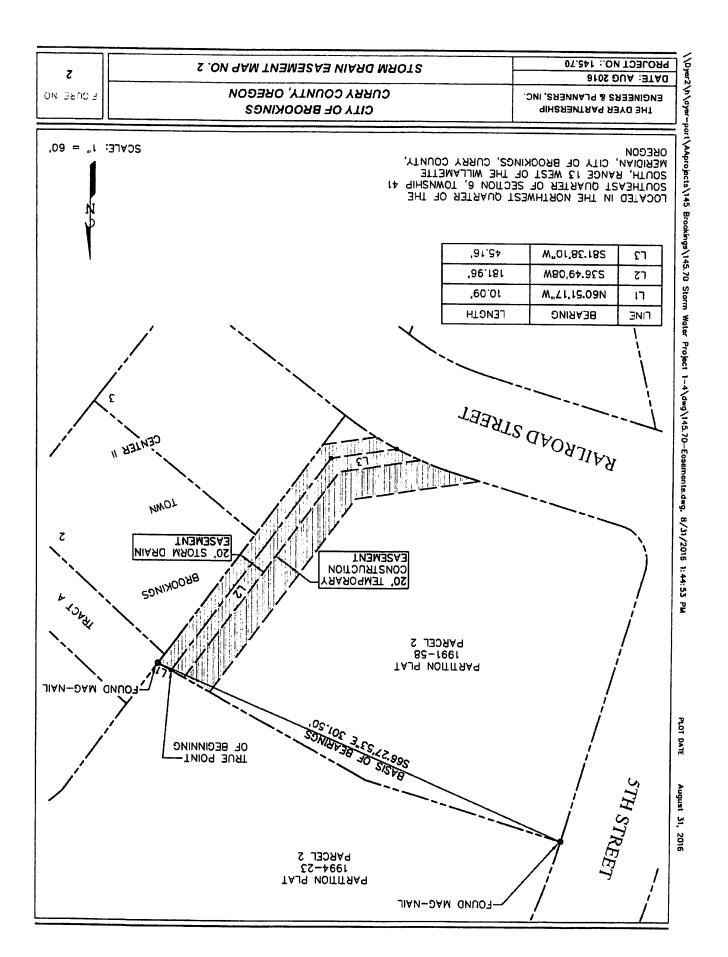
Together With: The sidelines of said 20-foot strip of land being lengthened or shortened to terminate at the northerly and southerly property lines of said parcel.

Also Together With: A temporary easement for construction purposes over a strip of land 20 feet in width, the southeasterly line of said 20-foot strip of land is the northwesterly line of hereinabove described 20-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED PROFESSIONAL AND SURVEYOR

OREGON
JULY 28/ 1988
MICHAEL W. ERICKSON
2340
EXPIRES: 12-31-17



Public Entity Liability Coverage Declarations

EXHIBIT B



citycounty insurance saivices

Certificate of Membership Number: 16LBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS 1212 Court St NE Salem, OR 97301 Named Member City of Brookings 898 Elk Dr. Brookings, OR 97415 Agent of Record CAL/OR Insurance Agency PO Box 2725 Brookings, OR 97415

Coverage*	Per Occurrence Limit*	Annual Aggregate*	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	None	None

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2016)

Coverage*	Per Occurrence Limit	Annual Aggregate	
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000	

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS GL (7/1/2016)

Coverage**	Per Occurrence Limit	Annual Aggregate	
StarStone National			

^{*} Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

** Refer to StarStone National Insurance Company Policy for details on coverage limitations and exclusions in this layer.

Contribution	Coverage
\$77,699.84	General Liability
\$19,883.76	Auto Liability
\$97,583.61	Liability Total

Lynn McNamara

Executive Director, CIS Trust

Lynn M. Wamara

Auto Physical Damage Coverage Declarations

Certificate of Membership Number: 16APDBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS

Named Member

Agent of Record

1212 Court St NE Salem, OR 97301 City of Brookings 898 Elk Dr.

Brookings, OR 97415

CAL/OR Insurance Agency

PO Box 2725

Brookings, OR 97415

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$19,457.56
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

^{*} This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Total Contribution: \$19,457.56

Forms Applicable: CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2016)

**Current CIS Auto Schedule

Lynn McNamara

Executive Director, CIS Trust

Lynn Warmara

Property Coverage Declarations

citycounty insurance services

Certificate of Membership Number: 16PBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS

Named Member City of Brookings 898 Elk Dr. Agent of Record CAL/OR Insurance Agency PO Box 2725

1212 Court St NE Salem, OR 97301

Brookings, OR 97415

Brookings, OR 97415

Coverage Limits (Per Occurrence):*	
Building and Contents and DIO	

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	None
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	None
Combined Loss of Revenue and Rental Value	\$300,000
Combined Extra Expense and Rental Expense	\$300,000
Property in Transit	\$150,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$15,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
Difference In Conditions - Earthquake & Flood (if any):	\$0

Extra Items (if any):

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed

below under Forms Applicable.

Deductibles: \$1,000 Per occurrence except as noted and as follows (if any).

\$1,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: \$47,888.35 (Property) \$0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2016)

Lynn McNamara

Executive Director, CIS Trust

Lynn McWamara

^{*} This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Equipment Breakdown Coverage Declarations



Certificate of	Memhershin	Number	46DDDW

Coverage Period: 7/1/2016 to 7/1/2017

CIS

1212 Court St NE Salem, OR 97301 Named Member City of Brookings 898 Elk Dr.

Brookings, OR 97415

Agent of Record CAL/OR Insurance Agency PO Box 2725

Brookings, OR 97415

Coverage Limits:*

Property Damage

Rental Value/Rental Expense

Extra Expense Service Interruption Drying out following a flood Course of Construction Computer Equipment Portable Equipment

CFC Refrigerants

Hazardous Substance

Data Restoration Perishable Goods **Expediting Expense** Demolition

Ordinance or Law

Off Premises Property Damage

Contingent Rental Value/Rental Expense

Newly Acquired Locations

Extended Period of Restoration

Per current CIS Property Schedule or \$100,000,000, whichever is less.

Included in Property Damage Included in Property Damage Included in Property Damage Included in Property Damage

Included in Property Damage Included in Property Damage Included in Property Damage

Included in Property Damage

\$2,000,000 \$250,000 \$2,000,000

\$2,000,000 \$2,000,000 \$2,000,000

\$250,000

\$250,000

\$1,000,000 / 365 days max.

30 Days

Locations Covered: Per current CIS Property Schedule.

Deductible: \$1,000 All Coverages: 24 hour waiting period applies for service interruption.

Contribution: Included

Lynn M. Wamara

Forms Applicable: CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2016)

Lynn McNamara

Executive Director, CIS Trust

^{*} This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Excess Crime Coverage Declarations



Certificate of Membership Number: 16CBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS

Named Member

898 Elk Dr.

City of Brookings

Brookings, OR 97415 Salem, OR 97301

Agent of Record

CAL/OR Insurance Agency

PO Box 2725

Brookings, OR 97415

Excess Crime Coverage

1212 Court St NE

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement *

Employee Theft - Per Loss Coverage

\$150,000

Forgery or Alteration

Included

Inside Premises - Theft of Money & Securities

Included

Inside Premises - Robbery, Safe Burglary - Other

Included

Outside Premises Computer Fraud

Included

Included

Money Orders and Counterfeit Paper Currency

Included

Funds Transfer Fraud Impersonation Fraud Coverage

Included \$100,000

Additional Coverages:

Faithful Performance of Duty

Included

Locations Covered: Per current CIS Property Schedule.

Contribution: \$542.00

Lynn McVamara

Forms Applicable: National Union Fire Insurance/Excess Crime Policy

Lynn McNamara

Executive Director, CIS Trust

^{*} This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

AFTER RECORDING RETURN TO:

City of Brookings 898 Elk Drive Brookings, OR 97415

Mail Tax Statements to: No Change

STORM DRAIN EASEMENT AGREEMENT

THIS STORM DRAIN EASEMENT AGREEMENT (the "Agreement") is made as of ______, 2017, between U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank") and the CITY OF BROOKINGS ("Grantee").

- A. Bank holds a real property interest in certain real property (the "Property") located at 326 Fifth Street, Brookings, Oregon.
- B. Grantee desires to obtain, and Bank desires to convey, certain easement rights to and upon the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Grantee agree as follows:

- 1. Grant. Subject to the restrictions set forth in this Agreement, Bank hereby quitclaims to Grantee a nonexclusive perpetual easement under and through a portion of the Property as legally described on Exhibit A attached hereto and incorporated herein (the "Easement Area") solely for the purpose of installation, maintenance, and replacement of a new storm drain line (the "Work").
- 2. <u>Term.</u> The rights herein granted shall continue indefinitely, with the temporary right expiring as set forth on <u>Exhibit A</u>. Notwithstanding the foregoing, this Agreement shall terminate at such time as Grantee ceases to use the Easement Area for a period of three (3) years, in which event all rights granted hereunder and any improvements remaining in the Easement Area shall revert to or otherwise become the property of Bank.
- 3. <u>Maintenance</u>. Grantee shall maintain and operate the Easement Area, and any permitted improvements at its sole cost and expense, in a safe and workman like manner and shall keep and maintain the same in a professional and sightly condition at all times. Grantee agrees that it shall comply with all rules, laws, ordinances and requirements regarding its maintenance and use of the Easement Area and shall obtain any and all required permits and licenses at its sole cost and expense.

- 4. Insurance; Indemnification.
 - a. <u>Maintenance of Insurance</u>. Grantee shall maintain in full force and effect at all times during the Term insurance coverages as set forth on the attached <u>Exhibit B</u>.
 - b. General Policy Requirements. Each required insurance policy must be written by a financially responsible company with an A.M. Best rating of A- or better that is authorized to do business in the state in which the Work is performed. Grantee shall ensure that the commercial general liability and commercial automobile liability policies required hereunder shall identify Bank, the project manager for the Work (if any), and any other party reasonably requested by Bank as additional insured(s). Policies for such insurance shall provide that such insurance is primary and that any other insurance or self-insurance available to Bank is in excess of and noncontributory to the insurance provided by Grantee. If Grantee fails to procure or maintain any insurance coverage required under this Agreement, then Bank may purchase such coverage and deduct the cost thereof from any monies due to Grantee or terminate this Agreement. Compliance by Grantee with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.
 - c. Basis for Coverage. For insurance policies other than the professional liability insurance policy (if required), coverages shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the foregoing, coverage for claims for damages because of bodily injury, sickness or disease, or death of any person other than Grantee's employees or claims for damages insured by usual personal injury liability coverage shall be written on a combined single limit coverage for bodily injury and property damage on an occurrence basis, and any excess/umbrella coverage shall also be on an occurrence basis in excess of such coverage. If Grantee performs any construction, remodeling, maintenance, repair and related services in connection with any Work. then Grantee's products and completed operations coverage shall extend until the expiration of the period for warranty correction of the Work. With respect to any professional liability insurance policy required above, coverage shall be on a claimsmade basis and shall be maintained for a period of three (3) years beyond the completion of any Work either through policy renewals or the purchase of an extended discovery period.
 - d. <u>Certificates of Insurance</u>. Upon execution of this Agreement and any renewal of such insurance during the term hereof, and otherwise within 10 days of a request by Bank, Grantee shall provide Bank with an industry-standard insurance certificate evidencing that the insurance policies required hereunder are in full force and effect. Grantee shall promptly notify Bank in writing of the threat of any cancellation or substantive modification of any insurance policy required hereunder.

- e. <u>Indemnification.</u> Grantee agrees to indemnify and hold Bank and Bank's project manager (if any) harmless from and against any and all claims, liabilities, suits, causes of action, costs and expenses (including reasonable attorneys' fees and costs) of and against Bank, its successors or assigns and Bank's project manager (if any), resulting from:
 - i. Any breach by Grantee or any subcontractor of any of Grantee's warranties, obligations or duties under this Agreement;
 - ii. Any claim by a third party relating to acts or omissions of Grantee, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; and
 - iii. Any claim or liability wherein taxes, penalties and/or interest are assessed against Bank by reason of Grantee and/or its employees being deemed to be employees of Bank.
- f. Mechanic's Liens. Except only to the extent caused by the failure of Bank to make payment to Grantee as required by this Agreement, Grantee shall indemnify and defend Bank, and save Bank harmless from any claims or liens filed or threatened by Grantee or any subcontractor, sub-subcontractors of any tier, or suppliers of any tier related to any work, and any related costs (including attorneys' fees related thereto or to the enforcement of this subparagraph), liabilities, judgments, executions, and disbursements and shall immediately remove any liens upon demand of Bank.
- g. <u>Survival</u>. All indemnities set forth in this Agreement shall survive the termination of this Agreement.
- Easement Area only as necessary for the purpose described in Section 1 above, and shall use its best efforts not to interfere with Bank's use and enjoyment of the Property. In light of the fact that Bank operates a retail facility on the Property, Grantee shall not (i) block or in any way restrict access to or from the Property; or (ii) otherwise cause Bank's operations on the Property to be interfered with or interrupted (including Bank's parking spaces) Grantee shall keep the Easement Area free and clear of debris at all times and shall not use the Easement Area for the storage of material. Grantee agrees to repair any and all damage caused to the Easement Area or the Property by Grantee, its employees, agents or contractors, including but not limited to the replacement of any trees removed to accommodate Grantee's use of the Property and the restoration of the Easement Area following any Grantee work thereon to the same or better condition as the Easement Area existed prior to such work.
- 6. Bank's Use of Easement Area. Bank may not erect on the Easement Area any permanent structure that would interfere with the Grantee's easement rights hereunder without the prior written consent of Grantee, which Grantee may not unreasonably withhold, condition or delay, and which consent shall be deemed to have been granted if Grantee fails to grant or withhold its consent in writing on or

before the ninety (90th) day following Grantee's receipt of Bank's notice. Bank reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted.

- 7. <u>Default</u>. If Grantee shall at any time violate any of the terms, covenants or conditions contained herein or fail to perform any of its obligations contained herein in a timely fashion, Bank shall have the right to declare this Agreement null and void and of no further force and effect. Upon such event, Grantee shall promptly remove any improvements from the Easement Area and return the Easement Area to Bank in the same condition as existed when it was received by Grantee.
- 8. Notice. All notices, demands and requests ("notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served either on the date of hand delivery or the date such notice is deposited with a national parcel service (e.g., UPS or Fed Ex), or with the United States Mail, addressed to Bank or Grantee, as the case may be, prepaid and registered or certified mail or delivery charges prepaid, return receipt requested, at the following addresses:

To Grantee: <u>City of Brookings</u>

898 Elk Drive

Brookings, OR 97415

Attn: Gary Milliman

To Bank: U.S. Bank National Association

Corporate Real Estate 10220 S.E. Washington Portland, OR 97216 Attn: David Hammes

with a copy to: U.S. Bank National Association

800 Nicollet Mall BC-MN-H21R

Minneapolis, Minnesota 55402

Attn: Corporate Real Estate – Corporate Counsel

Rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Either party may change its notice address so long as it notifies the other party in writing.

11. Miscellaneous.

- (a) Generally. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto and shall run with the land. Time is of the essence with respect to the payment and performance of the obligations set forth in this Agreement. No third party beneficiary rights are created by this Agreement.
- (b) <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties and may be amended only by an instrument in writing signed by both parties. All approvals required hereunder shall also be in writing.
- (c) <u>Grantee's Cost</u>. All work contemplated under this Agreement shall be performed by Grantee at its sole cost and expense.
- (d) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.
- (e) <u>No Representations Regarding Title to Property</u>. The parties hereby acknowledge that Bank makes no representations or warranties regarding the nature of its real property interest in the Property, including the Easement Area. This acknowledgment is a material inducement for the Bank to enter into this Agreement.

[Remainder of page intentionally left blank. Signature and acknowledgment pages follow.]

WHEREFORE, Bank and Grantee have executed this Agreement as of the date first above written.

BANK:	U.S. BANK NATIONAL ASSOCIATION
	Ву:
	Its:
STATE OF	
COUNTY OF)	
appeared, to me known BANK NATIONAL ASSOCIATION foregoing instrument, and acknowled and the free and voluntary act and decuses and purposes therein mentioned; said instrument on behalf of said U.S.	
	Notary Public

BANK	:

U.S. BANK NATIONAL ASSOCIATION

	By:
	Its:
STATE OF)	
STATE OF	
On this day of	, 20, before me, the undersigned, a
Notary Public in and for the State of	, 20, before me, the undersigned, a, duly commissioned and sworn, own to be the person who signed as
of U.S. BANK NATIONAL ASSOCIATION	N, the banking association that executed the within
	d said instrument to be a free and voluntary act and
	of U.S. BANK NATIONAL ASSOCIATION for
• •	d on oath stated that he was authorized to execute the
said instrument on behalf of said U.S. BANI	K NATIONAL ASSOCIATION.
IN WITNESS WHEREOF I have be	reunto set my hand and official seal this day of
, 20	tedite set my hand and official sear ans day of
	Notary Public

ACCEPTED BY GRANTEE:	
Gary Milliman, City Manager	
City of Brookings, Oregon	
STATE OF OREGON	
County of Curry	
This instrument was acknowledged before me on the , 2017, by Gary Milli	ne day of man, City Manager of the City of Brookings,
as the City of Brookings' voluntary act and deed ar of Brookings.	
	Notary Public for Oregon
	My commission expires:

EXHIBIT A

CITY OF BROOKINGS STORM DRAIN EASEMENT NO. 2

An easement for installation, maintenance, and replacement purposes of a new storm drain line, and related appurtenances, over a strip of land 20 feet in width affecting a portion of Parcel 2 of Partition Plat 1991-58, being located in the northwest quarter of the southeast quarter of Section 6, Township 41 South, Range 13 West of the Willamette Meridian, City of Brookings, Curry County, Oregon with the centerline of 20-foot strip of land being more particularly described as follows:

Beginning at the northeast corner of said Parcel 2 marked by a mag-nail, which bears South 66° 27' 53" East 301.50 feet from the northwest corner of said Parcel 2 marked by a mag-nail, this line being the basis of bearings;

Thence North 60° 51' 17" West 10.09 feet along the northerly line of said Parcel 2 to a point that is 10 feet from the easterly line of said Parcel 2, being the True Point of Beginning;

Thence South 36° 49' 08" West 181.96 feet along a line 10 feet from and parallel with the easterly line of said Parcel 2;

Thence South 81° 38' 10" West 45.16 feet to the northerly Right-of-Way of Railroad Street, containing 4,550 square feet, more or less, all as specified on the attached Figure No. 2:

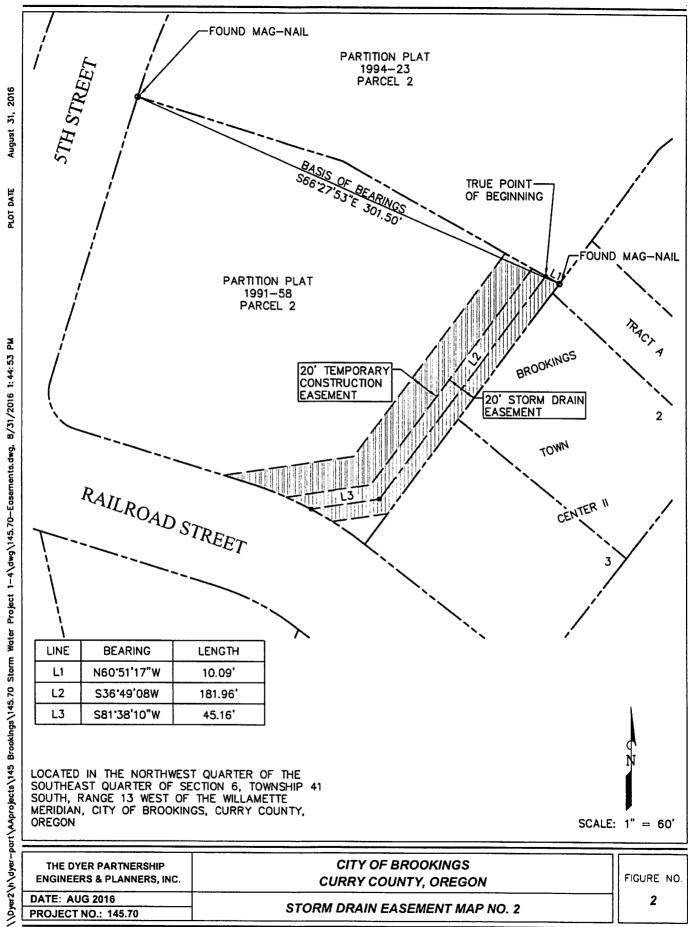
Together With: The sidelines of said 20-foot strip of land being lengthened or shortened to terminate at the northerly and southerly property lines of said parcel.

Also Together With: A temporary easement for construction purposes over a strip of land 20 feet in width, the southeasterly line of said 20-foot strip of land is the northwesterly line of hereinabove described 20-foot easement.

Said temporary construction easement will expire in December 31, 2017.

REGISTERED PROFESSIONAL

OREGON
JULY 28/ 1988
MICHAEL W. ERICKSON
2340
EXPIRES: 12-31-17



THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS CURRY COUNTY, OREGON	FIGURE NO.
DATE: AUG 2016	070011001111111111111111111111111111111	2
PROJECT NO.: 145.70 STORM DRAIN EASEMENT MAP NO. 2		

Public Entity Liability Coverage Declarations

EXHIBIT B



citycounty insurance services

 Certificate of Membership Number: 16LBRK
 Coverage Period: 7/1/2016 to 7/1/2017

 Named Member
 Agent of Record

 CIS
 City of Brookings
 CAL/OR Insurance Agency

 1212 Court St NE
 898 Elk Dr.
 PO Box 2725

 Salem, OR 97301
 Brookings, OR 97415
 Brookings, OR 97415

Coverage*	Per Occurrence Limit*	Annual Aggregate*	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	None	None

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2016)

Coverage*	Per Occurrence Limit	Annual Aggregate	
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000	

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS GL (7/1/2016)

Coverage**	Per Occurrence Limit	Annual Aggregate	
StarStone National			

^{*} Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

** Refer to StarStone National Insurance Company Policy for details on coverage limitations and exclusions in this layer.

Coverage Contribution

General Liability \$77,699.84

Auto Liability \$19,883.76

Liability Total \$97,583.61

Lynn McNamara

Executive Director, CIS Trust

Lynn M. Wamara

Auto Physical Damage Coverage Declarations

Certificate of Membership Number: 16APDBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS

1212 Court St NE Salem, OR 97301 Named Member City of Brookings

898 Elk Dr.

Brookings, OR 97415

Agent of Record

CAL/OR Insurance Agency

PO Box 2725

Brookings, OR 97415

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$19,457.56
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

^{*} This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Total Contribution: \$19,457.56

Forms Applicable: CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2016)

**Current CIS Auto Schedule

Lynn McNamara

Executive Director, CIS Trust

Lynn MWamara

Property Coverage Declarations

citycounty insurance services

Per current CIS Property Schedule

\$5,000,000

None \$5,000,000

None

\$300,000

\$300,000

\$150,000

\$150,000

\$100,000

\$250,000

\$25,000

\$50,000

\$15,000

\$100,000

\$50,000

\$15,000

\$15,000

\$100,000

\$50,000

\$0

Per current CIS Mobile Equipment Schedule

Certificate of Membership Number: 16PBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS

1212 Court St NE Salem, OR 97301 Named Member City of Brookings 898 Elk Dr.

Brookings, OR 97415

PO Box 2725

Coverage Limits (Per Occurrence):*
Building and Contents and PIO

Mobile Equipment

Earthquake Excess Earthquake - Coverage applies only if coverage limit is shown.

Excess Flood - Coverage applies only if coverage limit is shown.

Combined Loss of Revenue and Rental Value Combined Extra Expense and Rental Expense

Property in Transit Hired, Rented or Borrowed Equipment

Restoration/Reproduction of Books, Records, etc. Electronic Data Restoration/Reproduction

Pollution Cleanup

Crime Coverage Police Dogs (if scheduled)

Off Premises Service Interruption

Miscellaneous Coverage Personal Property at Unscheduled Locations

Personal Property of Employees or Volunteers Unscheduled Fine Arts

Temporary Emergency Shelter Restoration

Difference In Conditions - Earthquake & Flood (if any): Extra Items (if any):

Agent of Record CAL/OR Insurance Agency

Brookings, OR 97415

* This represents only a brief summary of coverages. Please refer to the CIS Property Coverage Agreement for detailed coverages,	exclusions, and
conditions that may apply.	

Locations Covered: Per current CIS Property Schedule.

Perils Covered: Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed

below under Forms Applicable.

Deductibles: \$1,000 Per occurrence except as noted and as follows (if any).

\$1,000 Per occurrence on scheduled mobile equipment items.

Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

Total Contribution: \$47,888.35 (Property) \$0.00 (Excess Earthquake)

Forms Applicable: CIS Property Coverage Agreement - CIS PR (7/1/2016)

Lynn McNamara

Executive Director, CIS Trust

Lynn Mamara

Equipment Breakdown Coverage Declarations



\$1,000,000 / 365 days max.

30 Days

Certificate of Membership Number: 16BBRK		Coverage Period: 7/1/2016 to 7/1/20		
CIS 1212 Court St NE Salem, OR 97301	Named Member City of Brookings 898 Elk Dr. Brookings, OR 97415	Agent of Record CAL/OR Insurance Agency PO Box 2725 Brookings, OR 97415		
Coverage Limits:*	The second secon			
Property Damage		Per current CIS Property Schedule or \$100,000,000, whichever is less.		
Rental Value/Rental Expense		Included in Property Damage		
Extra Expense		Included in Property Damage		
Service Interruption		Included in Property Damage		
Drying out following a flood		Included in Property Damage		
Course of Construction		Included in Property Damage		
Computer Equipment		Included in Property Damage		
Portable Equipment		Included in Property Damage		
CFC Refrigerants		Included in Property Damage		
Hazardous Substance		\$2,000,000		
Data Restoration		\$250,000		
Perishable Goods		\$2,000,000		
Expediting Expense		\$2,000,000		
Demolition		\$2,000,000		
Ordinance or Law		\$2,000,000		
Off Premises Property Damage		\$250,000		
Contingent Rental Value/Rental Expense		\$250,000		
- on the recording the second of the second		\$250,000		

^{*} This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

Locations Covered: Per current CIS Property Schedule.

Deductible: \$1,000 All Coverages: 24 hour waiting period applies for service interruption.

Contribution: Included

Lynn MCVamara

Forms Applicable: CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2016)

Lynn McNamara

Executive Director, CIS Trust

Newly Acquired Locations

Extended Period of Restoration

Excess Crime Coverage Declarations



Certificate of Membership Number: 16CBRK

Coverage Period: 7/1/2016 to 7/1/2017

CIS 1212 Court St NE Named Member City of Brockings 898 Elk Dr. Brockings, OR 97415 Agent of Record CAL/OR Insurance Agency PO Box 2725 Brookings, OR 97415

Salem, OR 97301

Excess Crime Coverage

Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement *

Employee Theft - Per Loss Coverage	\$150,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	\$100,000

Additional Coverages:

Faithful Performance of Duty Included

Locations Covered: Per current CIS Property Schedule.

Contribution: \$542.00

Lynn MCVamara

Forms Applicable: National Union Fire Insurance/Excess Crime Policy

Lynn McNamara

Executive Director, CIS Trust

^{*} This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Railroad Street Temporary Easements

Recommended Motion:

Motion to authorize the City Manager to execute all temporary easements and right-of-way deeds associated with the Railroad Street Improvement Project.

Background/Discussion:

Public Works has corresponded with approximately 30 property owners along Railroad Street within the Railroad Street Improvement Project boundaries requesting temporary easements in order to move forward with the project.

This action will authorize the City Manager to accept the easements as they arrive and will expedite the recording process.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Use of Transient Occupancy Tax funds for Print Advertising

Recommended Motion:

Motion to authorize the City Manager to utilize 15 percent of those annually allocated Transient Occupancy Tax (TOT) funds which are budgeted to tourism promotion specifically for print advertising in the People's Coast Guide and the Oregon Coast Magazine/Mile by Mile Guide at the City Manager's discretion, pursuant to the City Manager's established spending limits.

Financial Impact:

Does not impact the amount of funding to be used for the purpose of advertising; impacts the methodology only.

Background/Discussion:

The Tourism Promotion Advisory Committee (TPAC) has recently set its goals to include utilizing 30 percent of its tourism promotion budget toward advertising. However, it has been an ongoing hardship to meet print advertising deadlines due to the current approval process which requires first TPAC recommendation of the expenditure and then Council approval.

By allowing 15 percent of the budgeted TPAC funds (half of the amount TPAC has dedicated to advertising in general) to be utilized at the City Manager's discretion specifically for print advertising in the two above-mentioned publications, deadlines can be easily met and advertising goals can be accomplished.

TPAC approved the motion in a 4-1 vote. Staff recommends approval of the motion to allow the City Manager discretion in order to facilitate print advertising efforts.

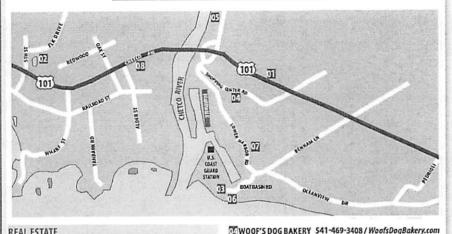
Attachment(s):

- a. Sample of Mile by Mile advertising
- b. Sample of Oregon Coast Magazine full page ad
- c. Sample of People's Coast Visitors' Guide content

BUSINESS & SERVICES

BROOKINGS · HARBOR

PAID ADVERTISING



		Fς		

I BLUE PACIFIC REALTY 16289 Hwy. 101 S., Suite A

888-412-8424 RluPac com

WHERE TO STAY

SERVICES

TCITY OF BROOKINGS 898 Elk Drive

541-469-2163 Brookings.OR.us

SPECIAL SHOPS

541-469-8025 TE BEACHFRONT GIFTS Unique Gifts and crafts, and Homemade Fudge!

Pet supplies and nutrition for your best friend.

ATRIVERS EDGE RV RESORT Full hook-ups, Cabins, HS Wireless

541-469-3356 AtRiversEdge.com

GB BEST WESTERN BEACHFRONT INN All Oceanfront Rooms! Pool, Spa, Jacuzzi Rooms

BestWestern.com/BeachfrontlnnBrookings

DRIFTWOOD RV PARK Wi-Fi, Big Rigs, Walk to beach

541-469-9089 DriftwoodRVPark.com

WILD RIVERS MOTORLODGE WildRiversMotorlodge.com Immaculately Clean • Outstanding Service 541-469-5361

south end. Follow a short trail west for the best look at the gigantic geometric steel legs supporting the bridge.

351.3 - House Rock Viewpoint

Pull into the parking lot for a scenic view of the Curry County Coast. A moderately strenuous hike, five miles round-trip, takes you north to the beach at Whalehead Cove and back.

355.6 - Harris Beach State Park

Named for Scottish pioneer George Harris, who raised sheep and cattle in these parts. Just offshore is the largest island along the Oregon Coast, Bird Island, where breeding takes place for a variety of birds, including tufted puffins. A full range of camping is available: RV spaces, tent sites, hiker/biker and yurts.

357.0 - Central Building

The Oregon and California Lumber Company (O&C) ran Brookings as a company town in the early part of the 20th century. The Central Building,

constructed in 1915 by O&C, is listed on the National Register of Historic Places. It contains a small museum. &

357.0 - BROOKINGS-HARBOR (ZIP 97415)

Brookings-Harbor, on America's Wild Rivers Coast, basks in weather patterns that foster some of the warmest temperatures on the coast. Considered the gateway to the Oregon Coast and Chetco River recreation, Brookings is a center for commercial flower growing and tourism. The city celebrates its annual Azalea Festival every Memorial Day weekend.

MP 357.0 - Brookings-Harbor Farmers Market

Features local farmers, artisans, baked goods, eggs, meat, services, music and hot food at 15786 Hwy 101 on Wednesdays and Sundays year-round, 10 a.m. to 3 p.m. (541-661-3860; www.facebook.com/ WedFarmersMarket)

358.0 - Chetco River

The Chetco is a fairly short coastal river, rising in the Kalmiopsis Wilderness area of the Siskiyou National Forest and flowing into the Pacific at Brookings. The river divides Brookings from its unincorporated neighbor, Harbor. The North Bank Road goes up the Chetco River to nearby Azalea Park and 8 miles farther to Alfred A. Loeb State Park. On the south side. South Bank Road leads inland to Salmon Run Golf Course. The 18-hole course was constructed to preserve the environment as much as possible. Salmon actually do inhabit the golf course.

358.1 - Port of Brookings-Harbor Marina

The marina at the Port of Brookings-Harbor has two basins, accommodating recreational and commercial boaters. Together, the port maintains more than 670 slips and two transient docks. Some slips have electricity available.

The marina features a newly constructed moorage and docking system, as well a new state-of-the-art fueling facility, complete launch services, and trailer parking. There is also a full-service boat yard.

You will also find a variety of restaurants, hotels and camping facilities.

358.2 - Brookings-Harbor Chamber of Commerce

The chamber office near the Port of Brookings-Harbor marina offers information for visitors to the area.

360.7 - Chetco Valley Museum

The museum is home to the state's largest Monterey cypress, which was planted in the 1850s. Open mid-April through October, Thursdays through Sundays.

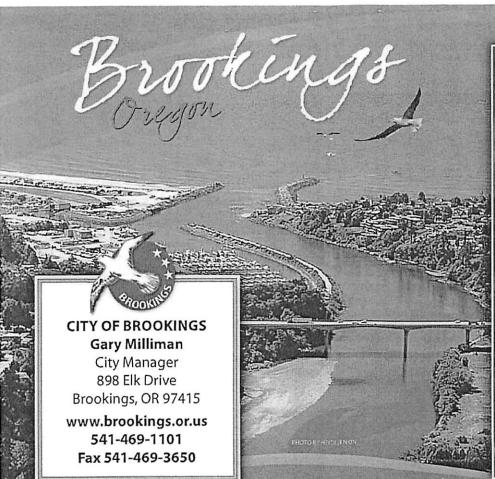
362.8 - Winchuck Ponds/Peavine Road

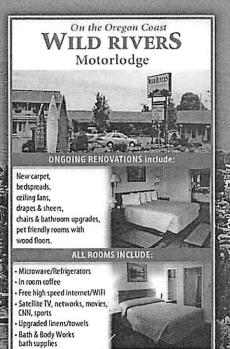
Turn east on Winchuck River Road and continue 1.5 miles to graveled Peavine Road. This is a good route for car birding. At 1-mile point, park at pullout to see freshwater wetlands that harbor marsh birds and ducks.

363.0 - Crissey Field State Park

Visitor assistance from the Oregon Welcome Center and the US Forest Service at the southern end of the Oregon Coast Trail. Ample parking, easy beach access and a trail to the Winchuck River estuary. Watch for the access road; the building is not visible from the highway.

363.0 - California State Line



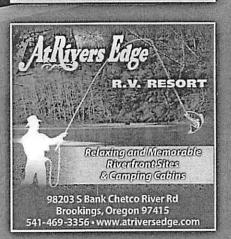


DISCOUNT RATES ARE AVAILABLE

541-469-5361 - Toll free reservations: 877-469-5361 www.wildriversmotorlodge.com www.facebook.com/wildriversmotorlodge 437 Chetco Avenue - PO Box 7000 - Brookings, Oregon 97415

Quality Product - Immaculately Clean Outstanding Personal Service

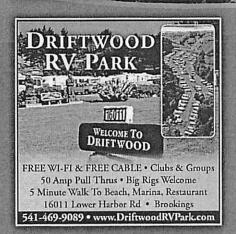






Toll Free: 1-888-412-8424 www.blupac.com

B. MIS Q L





Featuring

- · Unique Gifts · T-Shirts
- · Crafts · Italian Charms

Try Our Famous Homemade Fudge Made Fresh Daily From The Finest Ingredients

OPEN DAILY 9 AM - 9 PM 541-469-8025

16011 Boat Basin Rd Across the road from Best Western Beachfront Inn



Beachfront Inn

At the Port of Brookings-Harbor

ON THE OCEAN

102 Dramatic Beachfront Units with Private Decks

- All Rooms with Refrigerators, Microwaves & Coffee Makers . Free High Speed Internet
- · Suites with Ocean View Whirlpool Tubs
- Kitchenettes Swimming Pool & Spa
- Just Steps Away to the Beach

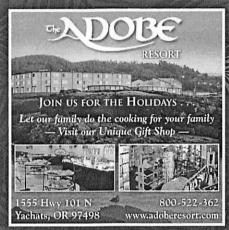
16008 Boat Basin Road PO Box 2729 · Harbor, Oregon 97415

FOR RESERVATIONS CALL 541-469-7779 or 1-800-468-4081 www.bestwestern.com/beachfrontinnbrookings

Attachment B

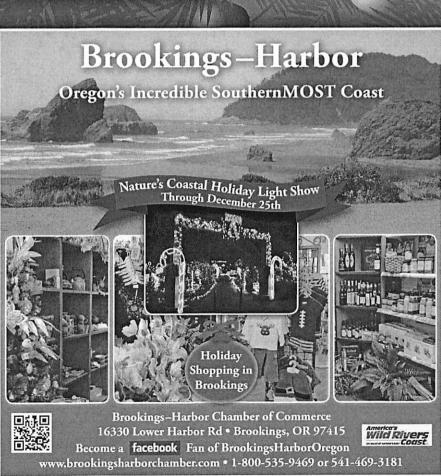
Holiday Thopping on the Oregon Coast











BROOKINGS-HARBOR

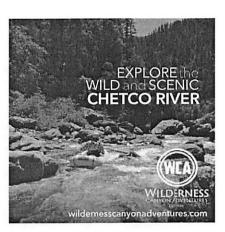
(Mile 357; Pop. 8,974)

Often touted as Oregon's Banana Belt. Brookings has weather patterns that deliver some of the warmer temperatures along the Oregon Coast; it's not uncommon to encounter a 70-degree day in January or February.

This pleasant climate has been a catalyst for the rebirth of Brookings as a center for the nursery industry.







Nearly all of the lilies marketed in the U.S. are cultivated in the Brookings area. A prime spot to take in the floral bounty is Azalea Park, which has 33 acres of native azaleas, some growing here when Lewis and Clark wintered on the Oregon Coast in 1805 and 1806. The revitalization of the park, with the addition of walkways and a charming "Kidtown" play area, was a robust community-led volunteer effort. In springtime the park is replete with blooms, but you'll likely find flowers year-round. The park is also the site of the annual Azalea Festival and Parade, held each Memorial Day weekend.

During the third weekend of July, the Southern Oregon Kite Festival takes place. It's known as one of the premier kite-flying events in the country. Art lovers can browse the galleries — including Burtonique Art & Photography, Manley Art Center and Signatures Gallery — or enjoy the monthly Second Saturday Art Walk.

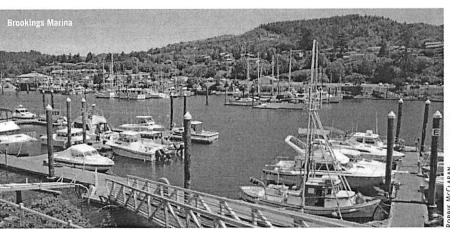
The Chetco Valley Historical Society Museum is housed in the 1857 Blake House — the oldest standing building in the Chetco Valley — and features artifacts of 19th-century Oregon pioneer life. The largest Monterey cypress in the state, towering at 130 feet (40 meters), lives on the museum grounds.

The Brookings area boasts numerous outdoor diversions, including Harris Beach State Park. Named for

George Harris, a Scottish pioneer who raised sheep and cattle here, it features sizable offshore sea stacks, including the largest island on the Oregon Coast. Bird Island is a breeding ground for a variety of species, including the tufted puffin.

Samuel H. Boardman State Scenic Corridor — a long, narrow park with 12 miles (19 kilometers) of rugged coastline - is named for Oregon's first parks superintendent. Featuring one must-stop scenic viewpoint after another, the park is also home to pocket beaches and offshore sea stacks, including the dramatic Arch Rock and Whaleshead. The beach at Thunder Rock Cove is considered one of the best of the sheltered beaches on the Coast. Walk the Indian Sands trail through the unusual sculpted sandstone for views of the coastline and rocky islands. Don't miss the stunning view at Cape Ferrelo, named for a Spanish explorer who skirted this area in 1542.

For a historical detour, travel 18 miles (29 kilometers) east of Brookings along Forest Service Road 1205, which winds through an oldgrowth redwood forest, to the site that was hit by two Japanese incendiary bombs during WWII. Inland hiking and river access are available at Alfred A. Loeb State Park on the Chetco River. Just up the road is the 1-mile (1.6-kilometer) Redwood Nature Trail, which connects with Loeb's own Riverview Trail.



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Curry County Veterans Service Office Budget & Staffing Cuts

Recommended Motion: None at this time

Financial Impact: None

Background/Discussion:

Representatives of the Vietnam Veterans of America Chapter 757 have approached Council and staff requesting a letter of opposition be written by Council to the Curry County Commissioners in opposition to proposed budget cuts at the County Veterans Service Office (CVSO).

The CVSO provides much needed assistance to a large segment of the Brookings/South County population. The Veterans population in the County is estimated to be 6,000 (nearly 27 percent of the total County population and the largest per capita Veterans population in the state). The CVSO provides help with housing, transportation, claims assistance, healthcare, dependency issues and mental wellness.

Suicide prevention among Veterans is of particular interest to the representatives from Chapter 757. They contend that the CVSO has had significant impact on reducing the suicide rate among the veterans in our area over the past five years. Chapter 757 is concerned that staffing shortages due to the budget cuts at the County level will create significant delays in servicing those in need and a detriment for veterans in crisis.

It is no secret that the County Commission faces a monumental struggle to surmount the budgetary shortfalls it faces. Cutting services to those in need is very concerning, but the CVSO is not the only County department on the chopping block. There are a large number of departments faced with budgetary reductions.

Staff believes that it would be premature to write a letter of opposition until the Commission sets a more definitive course for the County budget. Additionally, if the City is going to take an opposing stand to this cut, it should be prepared to recommend a method to continue funding the program. For instance, I can think of at least one very obvious, much more significant, costsavings venture just up the road from the City Manager's residence. In fact, John Huttl, Curry County Counsel has indicated in his Brookings Airport Summary & Options report that the operational loss to the County at the airport is over \$50,000 annually, the airport costs the County \$21,590 per year in capital expenditures and there is \$500,000 in deferred maintenance needed. The monies saved by giving over the airport to the City would more than fund the CVSO

and potentially several other departments as well. The City will want to present these points at the appropriate time; however, at this time, staff believes the City should take no action

Attachment(s):

- a. Email from Connie Hunter
- b. Impact Summary

Teri Davis

From: Connie Hunter

Sent: Thursday, February 02, 2017 7:53 AM

To: Jake Pieper; Brent Hodges; Bill Hamilton; Dennis Triglia; Gary Milliman; Teri Davis

Subject: MORE INO

Attachments: January Newsletter.pdf

DEAR LEADERS AT THE CITY OF BROOKINGS:

Why hope, empowerment and respect are important to the veteran community...Please see below this Email correspondence and January Recovery and Wellness Dispatch is out--V.A. publication for its Mental Health Services.

Yesterday, 01 FEB 2017, a large number of veterans attended the Curry County Board of Commissioners meeting in outrage over proposed budget cuts that would eliminate one staff person from the two person staff at the County Veterans Service Office. Erlier in the morning, I had spoken with Jim Golgart, president of the NACo affiliate, the National Association of County Veterans Service Officers, NACVSO, and he volunteered the following information (FY2016 numbers are not in yet):

FY2105--The total dollars that were brought into Curry County during this fiscal year was \$31,660,000.

Golgart said contacting his organization can recommend staffing levels, supply model job descriptions and address budgeting needs.

"We can help them get an idea about what's needed," he said.

To learn more, contact Golgart at jgolgart@co.le-sueur.mn.us or at 507.357.8279 or 507.420.1937.

The purpose of this Email is for the City of Brookings City Council to please send a letter of caution to 2/3rds of the Curry County Board of Commissioners, requesting that they reconsider any suggestion of that the budget for the County Veterans Service Office is a bad idea. We have been able to impact the highest suicide rate in the State of Oregon with hope, respect, empowerment and solidarity. We are very grateful that Commissioner Cout Boice has already taken a stand against proposed budget cuts. Commissioners Huxley and Gold are the two Commissioners that need persuading. I am asking this of you on behalf of the military veterans and families community here in Curry County. Since the City of Brookings and South County is the largest population center, our area is also the area that is impacted most by the side effects of budget cuts...such as an increased suicide rate.

The City of Brookings has long been the hero for veterans, per the promise of veteran Mayor Hedenskog. Please continue the legacy of support and honoring of our servicemembers and, please, join us in our efforts to remind Curry County that they are responsible for every commando, every SEAL, every Airman, every grunt, devil dog, jarhead, every Ranger, every Coastie, every private first class after they make it home/ Please help us remind to remind the BOC that they are supposed to take care of them that bore the battle, the sexual assault, the grief, the pain and the chemical, atomic exposures and poisonings, loss of sight, limbs, traumatic brain injuries and the feeling of being safe anywhere 24/7/365. Until such time as the new administration lifts the federal hiring freeze at the V.B.A., Curry County would be working counter to everything that everybody else has ever done to save the lives of our veterans who are at-risk or in-risk of suicide.

Please, the veterans community needs your support since the budget of our County Veterans Service Officer is on the chopping block.

Hope is healing...taking away CVSO Tony Voudy's support staff would be detrimental to the veterans community by imposing additional wait times, especially if President Trump insists on maintaining the hiring freeze over the Veterans Benefits Administration (V.B.A.) which serves the V.A. system by being the administrative entity that process benefits claims. We need to be sure not to create wait times that are unduly harsh. Please note, the support of nonprofits to pick up any perceived slack can do more harm than good because research has shown that as many as 50% of claims are not completed correctly the first time, which sends that claim back into the system which can double the claims processing time at both the local level and at the Veterans Benefits Administration.

THE TRUTH ABOUT WAIT TIMES: Here is the link to the VA Claims Backlog Working Group's 2015 Report: https://www.govexec.com/media/gbc/docs/pdfs edit/050615kl1.pdf There are three parts to wait times...

- (1) Local level--the amount of time that it takes to get an appointment, fill out paperwork, locate records and much more--currently at abut 90 days which is not bad for this area;
- (2) V.B.A. level--the amount of time that it takes to process a claim (wait time) at the federal level can range from six months to eighteen months or longer. For example, my own nephew's wait time at the V.B.A. was extended because of his extensive service record and being in two branches of the military, his V.B.A. claim processing and its associated wait time took nearly three years. Quite frequently, those with special forces training such as SEAL or Ranger teams where "black ops" secret operations are involved, service records must be "scrubbed"--that is, classified information has to be removed and this can add to the wait times, and ultimately, to backlogs.
- (3) V.A. system level--the V.A. Healthcare System has its own wait times associated with scheduling medical appointments. With the new local provider agreements in place, I had hoped that wait times would in this delivery system would be cut substantially, but the truth of the matter is that is not necessarily. If a local provider gets overbooked, wait times can occur regardless. Rural areas run this risk even serving the civilian population.

Excerpt from VA Claims Backlog Working Group's 2015 Report:

"Recognizing the urgency of this issue and the need for action, we formed the VA Claims Backlog Working Gro up and released a report inMarch 2014 to provide a better understanding of the VA claims process, outline the history of the backlog, and recommend legislative solutions to bring the system into the 21st century.

Since the introduction of the VA Claims Backlog Working Group's 2014 Report, the VA and Congress have impl emented many of the recommendations proposed in the report and the legislation we introduced. However, more changes are needed to create a system that can

withstand surges in claims without generating another backlog in the future."

Please support Commissioner Court Boice in his efforts to support our County Veterans Services Office and its associated officer, CVSO Voudy and our veterans community, as a board and as individuals.

Freedom is NOT free,

Connie Hunter

Southern Oregon Veterans Initiative **Community Builders**

Associates of Vietnam Veterans of America, Chapter 757 Lifetime Member Chapter Award

Director of Development

EFFA -- In loving memory of Sgt. John "Kyle" Daggett, my nephew

Brookings-Harbor Community Helpers Emergency Food Bank Board Member

Veteran Ambassador V.A. Roseburg Healthcare System

Curry Community Health Mental Health Advisory Board

Dear Commissioner Boice,

Thank you for your recognition of our Curry County veterans today. Asking them to stand was a very high honoring of those who have paid the high price of freedom for us. I am considered a Veteran Ambassador which is a title given to me by the V.A. I have been asked to please distribute their January Mental Health Newsletter, so that is what I am dong with this Email correspondence. The January newsletter focuses on services for Mental Health on the Coast and is sent out by the VA Roseburg Health Care System.

Below are the components of Recovery---which is examined in the V.A. Newsletter. Also, please see the attachment (especially page three) which also gives information regarding empowerment and healing. It has taken a number of years to get our veterans to participate in the democratic process. Now they are empowered. Consumers is the word that is used in the V.A. healthcare system for veterans.

Our goal, as a County and as leaders, should be to want to understand our veterans and their issues and then, we know how very important empowerment is to recovery. So, when I spoke to that today, it was to make sure that veterans are not, by virtue of a few words and a casual attitude "dis-empowered." Our veterans appreciate being treated with dignity by people who are seated at local governments. Thank you for being such a great example!

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The 10 Fundamental Components of Recovery

- Self-Direction: Consumers lead, control, exercise choice over, and determine their own path of recovery by optimizing autonomy, independence, and control of resources to achieve a self-determined life. By definition, the recovery process must be self-directed by the individual, who defines his or her own life goals and designs a unique path towards those goals.
- Individualized and Person-Centered: There are multiple pathways to recovery based on an individual's unique strengths and resiliencies as well as his or her needs, preferences, experiences (including past trauma), and cultural background in all of its diverse representations. Individuals also identify recovery as being an

ongoing journey and an end result as well as an overall paradigm for achieving wellness and optimal mental health.

- Empowerment: Consumers have the authority to choose from a range of options and to participate in all decisions—including the allocation of resources—that will affect their lives, and are educated and supported in so doing. They have the ability to join with other consumers to collectively and effectively speak for themselves about their needs, wants, desires, and aspirations. Through empowerment, an individual gains control of his or her own destiny and influences the organizational and societal structures in his or her life.
- Holistic: Recovery encompasses an individual's whole life, including mind, body, spirit, and community. Recovery embraces all aspects of life, including housing, employment, education, mental health and healthcare treatment and services, complementary and naturalistic services, addictions treatment, spirituality, creativity, social networks, community participation, and family supports as determined by the person. Families, providers, organizations, systems, communities, and society play crucial roles in creating and maintaining meaningful opportunities for consumer access to these supports.
- Non-Linear: Recovery is not a step-by-step process but one based on continual growth, occasional setbacks, and learning from experience. Recovery begins with an initial stage of awareness in which a person recognizes that positive change is possible. This awareness enables the consumer to move on to fully engage in the work of recovery.
- Strengths-Based: Recovery focuses on valuing and building on the multiple capacities, resiliencies, talents, coping abilities, and inherent worth of individuals. By building on these strengths, consumers leave stymied life roles behind and engage in new life roles (e.g., partner, caregiver, friend, student, employee). The process of recovery moves forward through interaction with others in supportive, trust-based relationships.
- Peer Support: Mutual support—including the sharing of experiential knowledge and skills and social learning—plays an invaluable role in recovery. Consumers encourage and engage other consumers in recovery and provide each other with a sense of belonging, supportive relationships, valued roles, and community.
- Respect: Community, systems, and societal acceptance and appreciation of consumers —including protecting their rights and eliminating discrimination and stigma—are crucial in achieving recovery. Selfacceptance and regaining belief in one's self are particularly vital. Respect ensures the inclusion and full participation of consumers in all aspects of their lives.
- Responsibility: Consumers have a personal responsibility for their own self-care and journeys of recovery. Taking steps towards their goals may require great courage. Consumers must strive to understand and give meaning to their experiences and identify coping strategies and healing processes to promote their own wellness.
- Hope: Recovery provides the essential and motivating message of a better future— that people can and do overcome the barriers and obstacles that confront them. Hope is internalized; but can be fostered by peers, families, friends, providers, and others. Hope is the catalyst of the recovery process. Mental health recovery not only benefits individuals with mental health disabilities by focusing on their abilities to live, work, learn, and fully participate in our society, but also enriches the texture of American community life. America reaps the benefits of the contributions individuals with mental disabilities can make, ultimately becoming a stronger and healthier Nation.

Resources www.samhsa.gov National Mental Health Information Center 1-800-789-2647, 1-866-889-2647 (TDD)

http://store.samhsa.gov/shin/content/SMA05-4129/SMA05-4129.pdf

From: Beiring, Paul (ROS) <Paul.Beiring@va.gov> Sent: Wednesday, February 1, 2017 12:28 PM

To: Connie Hunter; Rick Sciapiti; Dr Gene Landrum; anthony@whitebirdclinic.org

Cc: Lewis, Keith B (ROS)

Subject: January Recovery and Wellness Dispatch is out!

Veteran Ambassadors – can you please distribute our January Mental Health Newsletter. Sorry it is a little late. We are focusing on services for Mental Health on the Coast. Awesome stuff.

Paul Beiring, LMSW

Associate Chief of Staff for Mental Health VA Roseburg Health Care System 211 East 7th Ave. Suite A-220 Eugene, Oregon, 97401

Phone: 541-440-1000, ext. 45954 Email: Paul.Beiring@va.gov



VA Care Management and Social Work Services
Care and Compassion across the Continuum

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Tony,

I understand the financial issues that our Oregon counties are going through. Let me provide you with some information that will show what we are currently doing with your county.

- FY 2015-16, Curry County budgeted \$51K, ODVA contributed \$44K. So far according to our records a total of 52K has been spent.
- FY 2014-15, Curry County budgeted \$38.3K, ODVA contributed \$39K

Curry county has been an outstanding partner in representing veterans for your county. I have provided the outstanding financial impact veterans benefits have in Curry county. The county office representation has a very important part of veterans seeking and obtaining benefits.

In FY 2015 Curry County total Federal VA expenditures were \$31,660,000. From that \$18,794,000 was just for Compensation and Pension benefits. \$12,476,000 for healthcare. Curry County has been consistently one top counties in the percentage of veterans and family members receiving VA benefits per capita.

Without a County VSO we would see a decrease in the ability of your county's veterans to obtain these valuable benefits that are so crucial to the health and economic needs for Oregon veterans.

As far as the minimum amount of county contribution, here is the state statute that governs state pass through dollars:

ORS 406.460(2)(a&b) states: a) Notwithstanding subsection (1) of this section, if a county governing body reduces appropriations to county programs, the county governing body may reduce the amount of moneys appropriated for county veterans' service officers by an amount not greater than the average percentage reduction imposed on all county programs for the same period of time.

(b)A county governing body that reduces the amount of moneys appropriated for county veterans' services officers under paragraph (a) of this subsection shall certify to the Director of Veterans' Affairs that the amount of the reduction is not greater than the average percentage reduction imposed on all county programs for the same period of time.

If we breakdown the estimated amount of minimum contribution that figure would be around \$4,000.00 a year.

I would like to suggest two recommendations. 1. Our Director, Cameron Smith or I would come down to have a meeting with your county leadership to discuss your current situation. 2. Have your county commissioners contact Andy Smith from the Oregon Association of Counties. He is a great resource and a wealth of knowledge for Oregon Counties. His email is: asmith@oregoncounties.org

Please let me know if you need anything else.

Mitch Sparks / Director, Statewide Veteran Services

Summary of Financial Impact of Curry County Veteran Services Office

January 31, 2017

- 1. Approximately 6,000 veterans reside in Curry County. The population of Curry County July 1, 2015 was 22,483. 26.7% of the population in Curry County are veterans.
 - Per Libby Engbarth at Brookings VA Clinic on 01/23/2017: currently, there are 1,900 patients at the clinic.
 - Between 5% and 10% of clinic patients are residents outside of Curry County.
 - 7.5% of 1,900 = 140. 1,900 140 = 1,760 are residents of Curry County.
 - VA study estimates only 30% of all veterans are in the VA health care system.
 - 30% of 6,000 veterans = 1,800 residents in Brookings Clinic.
 - Approximately 6,000 veterans in Curry County represent 26.7% of 22,483 people in Curry County, July 1, 2015.
- 2. ODVA (Oregon Department of Veterans Affairs) statistics reveal:
 - 3 out of 10 veterans receive compensation through the VA.
 - The average annual compensation income per veteran is \$19,127.00.
 - Number of veterans in Curry County, 1,800 times \$19,127.00 average yearly income equals \$34,428,600.00. Dollar amount for total yearly income for disability claims only for Curry County veterans.
 - Over the past 2.5 years, Curry County veterans have received \$86,071,500.00 In disability claims only.
 - Over the past 2.5 years the Curry County Veteran Services Officer, Tony Voudy, has generated \$1,036,053.16 in retro-pay for approved disability claims for veterans. Note that Tony Voudy had no previous experience with filing veteran claims prior to 2.5 years ago.
 - In total for the past 2.5 years, Curry County veterans have brought \$87,107,553.00 in income to our county. Note that this dollar amount does not include other VA incomes such as widows' benefits, non-service related pensions, outside health care, home loans. Please see more extensive list Attachment A Summary Information for Curry County.

January 31, 2017

Thank you for your service to our great country.

Summary of this request:

- Curry County Commissioners plan to eliminate the Curry County Veteran Services Office June 30, 2017 in order to save county budget money.
- Cost to Curry County to maintain the Curry County Veteran Services Office is minimal.
- The Curry County Veteran Services Office brings in substantial income to residents of Curry County.
- However, this income is not being considered by the County Commissioners because the dollars are not deposited directly to Curry County accounts.
- Please help us request that the County Commissioners reconsider closing the Curry County Veteran Services Office.

Our county, Curry County Oregon, is experiencing budget shortfalls and plans to eliminate the Curry County Veteran Services Office effective June 30, 2017. The rationale for the cut is that the Curry County Veteran Services Office does not directly bring in dollars to the county coffers. Will you please help us in our efforts to request reconsideration of the cutting of the Curry County Veteran Services Office? We have documentation that clearly demonstrates the Curry County Veteran Services Office does indeed bring in substantial dollars to county residents, if not directly into the county coffers.

In compliance with full disclosure, I am the Assistant Curry County Veteran Services Officer. I am contacting you using my own time and equipment at home. No Curry County dollars have been used in my effort.

We have gathered so much information, I will attempt to make things clear by presenting here only the most pertinent facts and will attach verifying documentation.

Annual cost to Curry County to maintain Curry County Veteran Services Office: \$12,000.00

All other costs for the County Veteran Services Office are provided by the Oregon Department of Veterans Affairs and Federal Veterans Affairs.

Dollars generated by the Curry County Veteran Services Office over the past 2.5 years and paid directly to Curry County Veterans: \$1,036,053.16

\$1.036 million dollar amount includes only initial grant amounts for disability claims and does *not* include ongoing monthly payment amounts.

Other dollars generated by Curry County Veteran Services Office but not reflected in direct income generated as listed above include:

Widows' pensions, non-service related pensions to Veterans, payment to local medical providers via VA Choice Care, burial benefits, education benefits, home loans, both state and federal, ongoing monthly payments to Veterans with disabilities. Numerous other benefits listed in *Attachment A Summary Information for Curry County*.

Services, with no measurable dollar value, provided by Curry County Veteran Services Office:

Assist with applications for VA Health Care when no disability is involved; listen to Veterans with PTSD issues and refer to appropriate Mental Health Care and programs; suicide prevention referrals and distribution of information. Many more of these types of services are listed in Attachment A Summary Information for Curry County.

Another service provided by Curry County Veteran Services Office:

Help arrange transportation for Veterans to medical appointments. Curry County no longer has a transport system for Veterans. State budget cuts eliminated the

transportation program. Please see Attachment B Vets Need Rides to Medical Appointments. Lack of nearby VA Medical facilities, age, disabilities, lack of a vehicle, and lack of funds can make transportation difficult for Veterans. The Curry County Veteran Services Office assists as much as possible to find volunteers and charities to assist with transportation.

The Department of Defense Dec. 30, 2016 announced a renewed effort to ensure veterans are aware of the opportunity to have their discharges and military records reviewed.

Veteran Services Offices have been tasked with getting information out to Veterans regarding rights to review. Please see Attachment C DoD to VSO's Effort to Ensure Veterans are Aware of Opportunities.

Information regarding the impact of VSO's in general and Curry County Veteran Services
Offices in particular:

- In the State of Oregon, 35 of 36 counties have VSO, Veteran Service Offices.

 Only 3 out of every 10 Oregon Veterans receive VA benefits. Disabled Oregon Veterans receive an average annual income of \$19,127.00 from VA benefits.
- If this VSO should close, Veterans will have to go to Coos Bay, Eugene, Grants Pass, Medford, Salem, Portland, Jackson County, or Douglas County in order to file claims or apply for any benefits. Veterans will not be able to file a claim in Crescent City, CA. Crescent City requires that Veterans have a doctor's appointment in Oakland, CA and return to Oakland, CA to file a claim.
- Transportation both within and outside of Curry County is difficult for many Veterans. Please see attached spreadsheet Attachment C Vets Need Rides to Medical Appointments to view just a few examples of Curry County Veteran transportation problems.
- Without access to a Curry County Veteran Services Office, Veterans may not be able to file claims or receive referrals and information about programs and assistance in our county.



Summary Information for Curry County Veteran Services Office 01-26-17

Income generated directly by Curry County Veteran Services Office and paid to Curry County Veterans.

• \$1,036,053.16 in the past 2.5 years via disability claims.

Dollar amount includes only initial grant amounts and does not include ongoing monthly amounts.

Dollars generated by Curry County Veteran Services Office and <u>NOT</u> reflected in direct income generated listed above.

- Non-service related pensions.
- LBGTQ benefits.
- Local medical providers via VA Choice Card.
- Hearing test referrals.
- Burial benefits.
- Educational benefits.
- DMV referrals for Veteran ID and Veteran license plates.
- Widows pensions.
- Home loans, both state and Federal.
- Phones for hearing impaired.
- Overpayments resolved.
- Adaptivity grants for cars and/or houses for special needs Veterans.
- OVEFAP Oregon Veterans Emergency Financial Assistance Program.
- Refer Oregon Veterans to Boaters Fund through VVA, Vietnam Veterans of America.
- Refer Curry County Veterans to Willie Fund through VVA, Vietnam Veterans of America.
- Assist Veterans in applying for Oregon hunting and fishing licenses.
- Assist Veterans in applying for America the Beautiful Parks Pass and State Parks Pass.
- ORCCA housing referrals.
- HUD/VASH housing referrals.

Services, with no measurable dollar value, provided by Curry County Veteran Services Office.

- Assist with applications for VA Health Care only when no disability is involved.
- Suicide prevention referrals and distribution of information.
- Assist with service dog information and requirements.

Services, with no measurable dollar value, provided by Curry County Veteran Services Office (continued).

- Arrange transportation for Veterans to medical appointments. Curry County does not have a transport system such as some more populous counties have.
- Assist with OHP application.
- Referrals to SHIBA and RSVP
- Assist with forms and referrals for Curry County Veteran Memorial
- Refer to local charities when no benefit available from VA.
- Assist with temporary housing by paying for short motel stays and referring to longer term housing assistance, i.e. ORCCA, HUD/VASH
- Referrals to Social Security Administration for benefits.
- Conduct Stand Downs and Resource Fairs to distribute jobs and housing information;
 minimal survival items such as personal care products, tents, blankets, boots, socks,
 raingear, etc.; and schedule appointments for possible claim filing.
- Facilitate Veteran Appreciation Days in order to promote Veteran pride and to further awareness of Veterans benefits and programs available.
- Listen to PTSD issues and refer to appropriate mental health care and programs.

Information regarding the impact of VSO, Veteran Services Offices.

- In the State of Oregon, 35 of 36 counties have VSO, Veteran Service Offices.
 Only 3 out of every 10 Oregon Veterans receive VA benefits. Oregon Veterans receive an average annual income of \$19,127.00 from VA benefits. C3.
- If this VSO should close, Veterans will have to go to Coos Bay, Eugene, Grants Pass, Medford, Salem, Portland, Jackson County, or Douglas County in order to file claims or apply for any benefits. Veterans will not be able to file a claim in Crescent City, CA. Crescent City requires that Veterans have a doctor's appointment in Oakland, CA and return to Oakland, CA to file a claim.
- Transportation both within and outside of Curry County is difficult for many Veterans. Please see attached spreadsheet Attachment A "Transportation Issues" to view just a few examples of Curry County Veteran transportation problems.
- Without access to a Curry County VSO, Veterans may not be able to file claims or receive referrals and information about programs and assistance in our county.

		Need To	ransportatie	Need Transportation for Medical Appointments	Appointments
Dote	Vet Era	Des	Origin	Purpose of Appt	Details
2					Wife can drive patient, but they need
					gas money. No funds available at VSO.
	110			Medical appt at	No info on outcome, if Vet was able to
2016	Vietnam	Medford	Gold Beach	non-VA facility	make appt.
0102 29G	3056			1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
	Korea				>0000 CIV
Nov 2016	Male	Medford	Brookings	Medical appt	No gas. 140 money:
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			93 year old Vet has vehicle but cannot
					drive a long distance. Offered bus
					passes, but trip with dr visit would take
					about 12 hours. She is not strong
					enough for such a long day. Talked to
					Curry Transit. If Vet lived in Brookings
					& had dr appt in Brookings, they could
	TT/W/W			Medical appt at	transport. They cannot transport town
Dec 2016		Brookings	Gold Beach	VA Facility	to town.
חבר בסיים	_				



7 7

		Need T	ransportati	ransportation for Medical Appointments page 2	Appointments
Date	Vet Era	Destination	Origin	Purpose of Appt	Details
Nov 2016	Vietnam Male	Roseburg	Brookings	Medical appt	No vehicle reliable enough. Has some money to help pay for gas but no friends want to make trip in bad weather. Called VVA, no help available. Going to VA facility, but his disability % is not high enough for approval for transportation. He cancelled his appt.
Dec 2016	Vietnam Female	Portland	Gold Beach	Medical appt	Vet has vehicle but is too weak, sick to drive. She will pay for gas and meals but is unable to locate a driver. Over three weeks the VSO made numerous calls. VVA cannot help, they have lost their transportaion van. There are also issues because Veteran is not going to a VA facility. Contacted Nazaarene Church. The church could not help, out of funds.

REPORTS

Today is: Jan. 24, 2017 Logged in: Anthony Voudy (tony) | Logout

HOME

E-MAIL

RESOURCES REPORTS CALENDAR MY TASKS

Retroactive amounts by	112110			COUNTY AND DATE - 14 TO JAN 25, 2017	FOR
ounty and date show me retroactive totals rom: Month	NAME	SSN	CLAIM#	AMOUNT COUNTY \$ 2,417.54 Curry	DATE Jan 2015
Day ✓ 2017 ✓ o: Month ✓				\$ 11,885.30 ^{Curry}	Jan 2015
Day ✓ 2017 ✓ or:				\$ 341.04 Curry	Nov 2014
Curry V		- 11 N 2000 O		\$ 3,746.40 Curry	Nov 2014
Submit				\$ 336.00 Curry	Jan 2016
				\$ 12,620.58 Curry	Jul 2015
				\$ 1,286.00 Curry	Jul 2015
				\$ 61,345.52 Curry	Jan 2015
				\$ 344.00 Curry	Oct 2015
				\$ 1,820.84 Curry	May 2016
				\$ 39,963.23 ^{Curry}	Jan 2016
				\$ 27,708.52 Curry	Aug 2014
				\$ 2,620.25 Curry	Feb 2015
				\$ 408.77 Curry	Mar 2016
				\$ 5,444.22 Curry	Jul.2015
-				\$ 913.50 Curry	Oct 2014
				\$ 224.00 Curry	Dec 2014
				\$ 948.00 Curry	Jan 2015
				S 14,724.52 Curry	Oct 2014
				\$ 728.00 Curry	Nov 201
				\$ 328.00 Jackson	Nov 201
				S 29,183.50 Jackson	Nov 201
				S 18,047.60 Curry	Aug 201

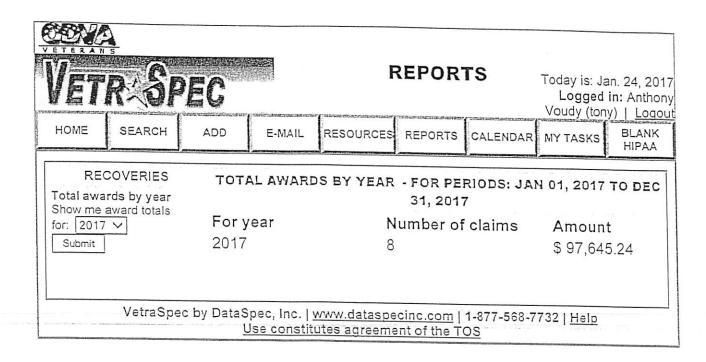
	\$ 777.29 Curry	Sep 2015	\$ 1,616.81 Curry	Jun 2016
	\$ 14,443.59 Curry	Nov 2014	\$ 436.00 Curry	Nov 2015
	14,440.05		\$ 4,039.23 Curry	Nov 2016
i i	\$ 1,233.23 Curry	Aug 2014	\$ 2,580.80 Curry	Oct 2014
West of the	\$ 6,166.15 Curry	Aug 2014	\$ 1,433.53 Curry	Dec 2014
	3 5,,,		\$ 136.00 Curry	Aug 2014
[1] - -	\$ 3,017.60 Curry	Aug 2014	·	
	\$ 1,035.32 Curry	Oct 2014	\$ 1,139.80 Curry	Jun 2016
	\$ 5,900.75 Curry	Oct 2014	\$ 71,436.04 Curry	Dec 2014
	\$ 885.72 Curry	Apr 2016	\$ 3,762.57 Curry	Apr 2016
	\$ 171.00 Curry	Sep 2014	•	
	\$ 1,499.33 Curry	Jun 2015	\$ 29,019.71 Curry	Aug 2015
	\$ 1,439.66 Curry	Feb 2015	\$_1,956,34_Curry	Nov-2014-
	S 17,679.21 Curry	Jan 2015	\$ 1,842.08 Curry	Apr 2015
	\$ 3,766.62 Curry	Feb 2015	\$ 333.30 Curry	Mar 2016
	\$ 25,156.04 Curry	Nov 2014 ·	\$ 309.69 Curry	Nov 2015
	\$ 390.00 Curry	Dec 2016	33,710.37 Curry	Apr 2015
	\$ 1,186.74 Curry	Dec 2014	\$ 3,137.76 Curry	Feb 2016
	\$ 1,002.65 Curry	Oct 2014	\$ 1,164.88 Curry	Mar 2016
	S 4,010.60 Curry	Oct 2014	\$ 3,762.57 Curry	May 2016
	\$ 2,290.05 Curry	Oct 2016	\$ 258.83 Curry	Sep 2014
	\$ 2,134.59 Curry	Jun 2015		
1	\$ 1,420.38 Curry	Jul 2016	\$ 2,847.57 Curry	Sep 2014
ļ.	\$ 3,699.69 Curry	Nov 2014	\$ 13,428.60 Curry	Nov 2016
:	\$ 3,017.60 Curry	Nov 2014	\$ 71.00 Curry	Feb 2016
	\$ 2,118.18 Curry	Nov 2015	\$ 1,204.00 Curry	Feb 2016
	S 11,709.00 Curry	Nov 2014	\$ 144.00 Curry	May 2015
	S 56,964.17 Curry	Nov 2014	S 413.94 Curry	May 2015
	\$ 130.94 Curry	Sep 2014	\$ 413.94 Curry	May 2015
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			§ 9,454.00 Curry	Nov 2014
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	\$ 3,967.84 Curry	Nov 2015
	\$ 848.00 Curry	May 2016
	\$ 4,740.05 Curry	Sep 2014
	\$ 1,054.00 Curry	Nov 2014
	\$ 258.83 Curry	Dec 2014
	\$ 2,329.47 Curry	Dec 2014
	\$ 2,246.05 Curry	Aug 2015
	\$ 4,561.53 Curry	Jul 2016
	\$ 3,068.90 Curry	Jul 2016
	\$ 2,021.23 Curry	Jan 2015
	\$ 324.14 Curry	Apr_2016
	\$ 162.07 Curry	Apr 2016
	\$ 658.00 Curry	Oct 2014
	\$ 2,224.00 Curry	Aug 2015
	\$ 5,138.30 Curry	Oct 2014
	\$ 64,273.01 ^{Curry}	Sep 2015
	S 20,119.79 ^{Curry}	Jan 2015
	\$ 7,987.90 Curry	Oct 2014
	\$ 14,701.50 ^{Curry}	Oct 2014
	\$ 3,349.64 Curry	Nov 2014
	\$ 3,641.42 Curry	Nov 2014
	\$ 104,121.51 ^{Curry}	Nov 2014
	\$ 6,880.46 Curry	Feb 2015
	\$ 1,371.66 Curry	Nov 2014
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Reports

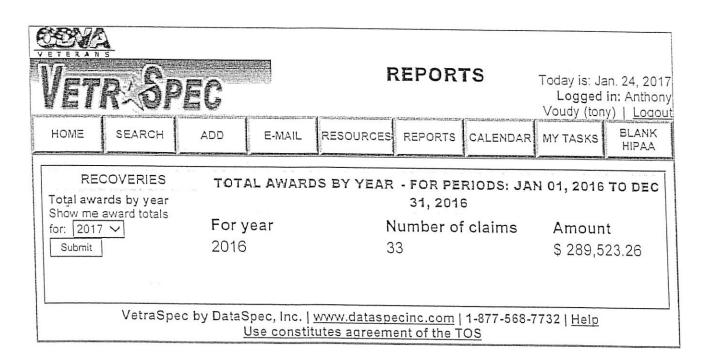
	\$ 1,178.46 Curry	Dec 2014
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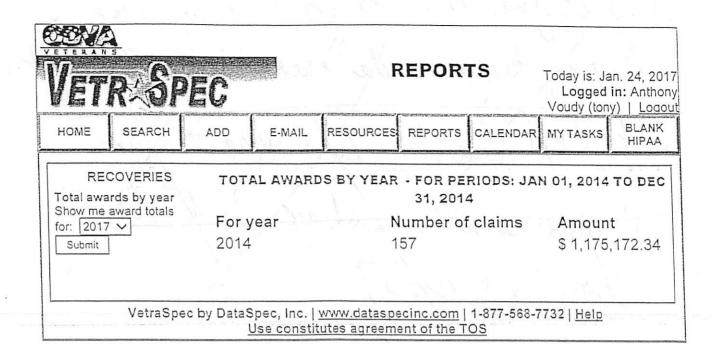
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Reports

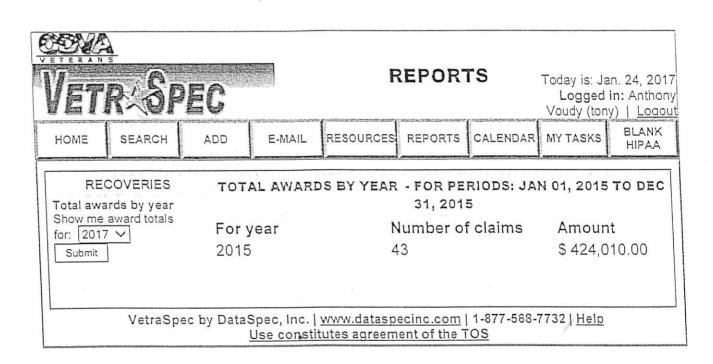
Page 1 of 1





Reports

Page 1 of 1



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

City Manager Approval

Subject: Vet Fest Grant

Recommended Motion:

Motion to authorize staff to work with Connie Hunter and the Vietnam Veterans of America in the development of an application for funding from the National Endowment for the Arts in support of the Vet Fest in 2018 with the City serving as applicant, and waive all park and Capella use fees for Vet Fest 2017.

Financial Impact:

Total amount of fees to be waived would be \$885.

Background/Discussion:

Local veterans advocate Connie Hunter has requested that the City serve as the applicant for a \$10,000 grant from the National Endowment for the Arts for the 2017 "Vets Fest" at Azalea Park. A local match of \$10,000 is required, which Hunter reports will be raised from non-City funds. She is also requesting waiver of all park and Capella use fees for the event.

The application deadline is in April.

City staff would work with Hunter to prepare the grant application. It is anticipated that staff time would be minimal. If approved, funding would also be processed through the City financial system and included in the City's budget.

Attachment(s):

- a. Correspondence from Connie Hunter
- b. Vet Fest Three discussion document

Gary Milliman

From:

Connie Hunter

Sent:

Wednesday, January 25, 2017 8:15 AM

To:

Gary Milliman

Cc:

Ron Hedenskog Personal Email

Subject:

GROWING VET FEST

Dear Gary,

We are looking for community partners for growing Vet Fest and 757 Productions. If I can get the City to partner by doing a few things like waiving the fees again for use of the Azalea Park band stand and for the Capella on Sept, 9th, and committing to that for the following fiscal year then we have a basis for the community partnership.

But, I can't apply for this grant for Vet Fest to be able to bring in talent that would be a real draw to their various efforts because VVA is a 501(c)(19). The grant guidelines are specific to 501(c)(3)s.

There is a required match. We could guarantee the match, if the City might consider this. Onc we are the recipient of an NEA grant in this partnership, that would put us in the position to he much credibility for our efforts. This would lend itself to additional funding opportunities becau of that credibility. I will also reach out to KCIW to partner but they won't want to be on the hor for the match.

So, I also have been pleasantly surprised that our VVA chapter board is working to make good on the rest of the TPAC loan. If I am not mistaken, they are expecting to go the Thursday TPA meeting to pay the rest of the loan back. I feel like their efforts to pay back the loan is a demonstration of the chapter's willingness to be good stewards of any funding that comes thei way.

Please let me know your thoughts if you have a moment.

Connie

2017NEA01CA
NEA Challenge America, FY2018
National Endowment for the Arts

SYNOPSIS

VERSION HISTORY
 RELATED DOCUMENTS
 PACKAGE





Time, April 2017.

If you would like to receive email notifications of changes to this grant opportunity click send me change notification emails. You only need to provide your email address. General Information

General Information					
Document Type:	Grants Notice			Version:	Synor
Funding Opportunity Number:	2017NEA01CA		Pos	ted Date:	V15.000000000000000000000000000000000000
Funding Opportunity Title:	NEA Challenge America, FY2018		Last Upda	ted Date:	2016 Dec 1 2016
Opportunity Category:	Discretionary	Or	iginal Closing Date for App	lications:	Apr 1
Opportunity Category Explanation:					2017 Grant
Funding Instrument Type:	Grant				syster must
Category of Funding Activity:	Arts (see "Cultural Affairs" in CFDA)				receiv your valida and
Category Explanation:					accep applic
Expected Number of Awards:					no lat
CFDA Number(s):	45.024 Promotion of the Arts_Grants to Organizations and Individuals				than 1 p.m., Easter Time, April 2017.
Cost Sharing or Matching Requirement:	Yes	Cu	rrent Closing Date for App	lications:	Apr 1 2017 Grant syster must receiv your valida and accep applic no lat- than 1 p.m., Easter

Archive Date: May 1

2017

Estimated Total Program Funding:

Award Ceiling: \$10,0

Award Floor: \$10.0

Eligibility

Eligible Applicants: Native American tribal governments (Federally recognized)

Nonprofits having a 501(c)(3) status with the IRS, other than

institutions of higher education

Public and State controlled institutions of higher education

Private institutions of higher education

City or township governments Independent school districts

County governments State governments

Special district governments

Additional Information on Eligibility:

Additional Information

Agency Name: National Endowment for the Arts

Description: The Arts Endowment's support of a project may start on or after January 1, 2018. Grants awarded under these guidelines generally may cover a period of performance of up to two years. An organization that has received Challenge America grants in FY 2015, 2016, and 2017 may not apply for a Challenge America grant under these FY 2018 guidelines. An organization that applies to the Challenge America category, may not submit another application to the Art Works category except for a Creativity Connects project. You may apply to other National Endowment for the Arts funding opportunities, including Our Town, in addition to Challenge America. In each case, the request must be for a distinctly different project or a distinctly different phase of the same project, with a different period of performance and costs. Program Description The Challenge America category offers support primarily to small and mid-sized organizations for projects that extend the reach of the arts to underserved populations -- those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability. Age alone (e.g., youth, seniors) does not qualify a group as underserved; at least one of the underserved characteristics noted above also must be present. Grants are available for professional arts programming and for projects that emphasize the potential of the arts in community development. This category encourages and supports the following objective: • Engagement: Engaging the public with diverse and excellent art. Challenge America grants: • Extend the reach of the arts to underserved populations. • Are limited to the specific types of projects outlined below. • Are for a fixed amount of \$10,000 and require a minimum \$10,000 match. Partnerships can be valuable to the success of these

projects. While not required, applicants are encouraged to consider partnerships among organizations, both in and outside of the arts, as appropriate to their project. To ensure that Challenge America funding reaches new organizations and communities, the NEA has implemented a policy to limit consecutive-year funding.

Link to Additional Information: NEA Complete Website Announcement

Grantor Contact Information: If you have difficulty accessing the full announcement electronically, please

contact:

NEA Web Manager

NEA Web Manager

VET FEST THREE: RE-BRANDIN'

A Community Arts Festival Growing Supportive Military/Veteran Programs

The vision for *re-brandin'* our (Vietnam Veterans of America Chapter 757 and its associated "757 Productions") for *Vet Fest Three* is to grow this signature festival as a Brookings-based event —in support of veterans and healing programs that positively impact our military/veteran community and the community at large.

Vet Fest Three will focus on exploring multiple mediums of expression through the arts, film, and humanities in our fundraising efforts and in our programming. In addition, we want to demonstrate our support of our Curry County Veterans Service Office. In addition, our community would like to thank our local first responders, regardless of their veteran status and honor them as we honored our "Sheroes" last year. Local veterans and their associates will give "shout outs" and awards that honor our local heroes, with an emphasis on law enforcement, fire departments and, CalOre Lifeflight, etc. We will also honor the nurses who have served us well at the V.A. Clinic on Fifth Street.

Vet Fest Four will focus on providing support for local veterans and their family members who are growing arts and crafts as micro businesses. The *Vet Fest* festival can provide artisans and crafters with the opportunity to sell their wares and promote veteran owned businesses. As we work to develop support for our local and regional arts/craft producers, we also will become a part of the greater movement that exists through the *National Initiative for Arts & Health in the Military* as it advances their support of programming related to arts in health, healing, and healthcare for military service members, veterans, their families, and caregivers. This includes working with the V.A., local providers and other community partners, including those whose interests are to grow tourism via destination marketing efforts

A very special request to the City of Brookings: Vet Fest Three is being planned for 09 Sept. 2017 and we ask the City of Brookings to consider a defined community partnership with our Vietnam Veterans of America Chapter 757 and its associates (in conjunction with our 757 Productions arts and entertainment presenters) in order to be guideline appropriate for various grants (particularly the NEA Challenge America grant). We ask that the Partnership agreement between the Vietnam Veterans of America Chapter 757 and its 757 Productions would:

- --Demonstrate increased public policy support indicated by being the lead applicant for the National Endowment for the Arts (NEA) *Challenge America* grant competition with the collaboration's grant writer as Connie Hunter and cohorts from multiple veterans' organizations (City of Brookings has the final say as lead applicant and adviser for *Vet Fest Four* --2018 funding—with no financial risk to the City of Brookings);
- --Include waiving the facility's fees for *Vet Fest Three* to include use of the Azalea Park amphitheater on 09 September 2017 and, if possible, for the *Capella By the Sea* on 08 September 2017 for the presentation of one outreach event (TBD from Oregon Humanities *Conversation Project* speakers);

-- Include waiving the facility's fees for *Vet Fest Three* outreach events (TBD from Oregon Humanities *Conversation Project* speakers);

ADDITIONAL INFORMATION AND RATIONALE: We hope that the City of Brookings continues its support our *Vet Fest* event, at minimum, by continuing to waive facilities fees for *Vet Fest Three*.

We also request a waiver of the fees for the Capella so that we co-host a community-supportive special speakers' series with speakers provided by the Oregon Humanities Council via their *Conversation Project* program. With the various grant applications that we hope to apply for, there is a requirement for outreach event(s). This series of speakers provided through the *Conversation Project* will not only meet those outreach requirements. But beyond that, these events will provide excellent, low cost programming meant to be engaging community conversations. This could essentially tie into another area of community development via a local nonprofit radio station's talk show called *Community Conversations*. This partnership is being explored and was presented today to KCIW's Marketing/Development Committee. It was duly noted that a partnership with KCIW would have advantages in that funding could be used to implement a community calendar exchange program that KCIW is working on currently with TPAC support. Development of the KCIW marketing efforts have parallel goals and objectives. In addition, other community partnerships are being developed.

Per the National Endowment for the Arts' Challenge America grant guidelines, "Partnerships can be valuable to the success of these projects" and as such, VVA/AVVA volunteers are hopeful that the City of Brookings will partner with our efforts to write a successful NEA Challenge America grant proposal by providing the public policy "green light" that the NEA would like to see--along with continuing to nurture the blossoming supportive relationship that the City has had with the veterans community.

CONCLUSION: A collaborative grant application is strategically the best way to go to raise the necessary funds to grow supportive military/veterans programs for our community, to develop cultural tourism through a stewardship tourism "mechanism" with the help of TPAC and other funders.

GROWING THROUGH TPAC: TPAC support has done what it was supposed to do in support of developing the signature *Vet Fest* event. Beyond that, the TPAC process has given our veterans a new stature in the community and, has raised spirits in subtle but profound ways among our veterans and veteran leadership. We hope this support will continue and, in 2018, perhaps the loan could be as high as \$5,000 and serve as 50% of the NEA grant match guarantee.

ATTITUDE OF GRATITUDE: Most importantly, VVA/AVVA volunteers are grateful that the City of Brookings has been a supportive community partner in a number of ways already--waiving facilities fees, joining in ceremonies, announcing events through its various mediums (including the City Manager's Work Report), and providing a supportive atmosphere for veterans to engage in the democratic process during City Council meetings. The relationship with the City of Brookings has been both empowering and important to the careful planning and incremental growth of this signature annual, local event. Our organization likes partnering but we like to do much of the work ourselves so that we can learn new social skills along the way. Perhaps that is the greatest benefit that the City of Brookings can give to this effort is an opportunity for us to navigate this journey with an additional layer of encouragement, another set of eyes, and the credibility that comes with the City's willingness to participate in this process as a seasoned observer.

WIN-WIN SITUATION: Likewise, the writing of a grant application to the NEA is not meant only to benefit the veterans' community. This effort will benefit the community at large and will contribute to the City of Brookings' increased efforts to develop tourism. It is with those same objectives in mind in addition to the veteran-serving efforts, that we seek the support of the City of Brookings in a partnership effort to apply for the National Endowment for the Arts Challenge America grant opportunity. Receipt of an NEA grant would provide a mega-dose of credibility for all who are willing to participate as partners in our Vet Fest endeavors.

NEA BACKGROUND INFORAMATION: The National Endowment for the Arts Challenge America grant opportunity supports efforts to extend the reach of the arts to underserved populations and grants are limited to three specific project types—underwriting the cost of artist(s), developing aspects of cultural tourism, or creating a permanent public art piece. Our request will target cultural tourism* development. The grant funding will benefit Vet Fest Four since this particular NEA grant is for FY2018. The fixed amount of the grant is \$10,000 and requires a minimum of a \$10,000 match. Complete grant competition guidelines are included in total, later in this informational package. The most significant highlights are excerpted from guidelines, as follows:

"Partnerships can be valuable to the success of these projects. While not required, applicants are encouraged to consider partnerships among organizations, both in and outside of the arts, as appropriate to their project.

To ensure that Challenge America funding reaches new organizations and communities, the NEA has implemented a policy to limit consecutive-year funding.

Cultural Tourism, specifically the unified promotion of community-wide arts activities and/or the development of cultural tourism products to enhance public engagement with arts and culture in communities and in cultural districts (including the marketing and promotion of arts and culture to populations that have been historically underserved). NOTE: Promotional projects for a single organization are not eligible. Unified promotion is defined as the professional assessment, design, and/or distribution of public relations and marketing tools (calendars, websites, radio and television, brochures, rack cards, signage, etc.) designed to benefit several local organizations in a community.

It is very important here, to highlight the emphasis on branding, again. Not only would this grant funding lend itself to branding our Wild Rivers Coast, Curry County and, first and foremost, the City of Brookings as a veteran friendly place, like Old Town Scottsdale, Arizona branded itself *The West's Most Western Town*, we could conceivably brand our area in support of veterans—and, keeping with the tradition of having many veterans in our area, Brookings is a great place to transition, go to school, or retire—and, we have a reason to grow ourselves to be *THE* place to purchase veterans art on the West Coast. This could tie into other branding efforts that may be on the horizon. For example, Highway 101 may be in the running for a designation similar to the *Historic Route 66* designation. It is likely that this support would also be tied into Highway 101's Scenic Byway designation. This is being looked at in Senate Appropriations at this time and has been referred to the federal liaisons at the State of Oregon, Office of the Governor.

In addition, our efforts will continue to tap into the organizational structure within the V.A. Healthcare System which pull together both regional and local community-based resources. For instance, Director Douglas V. Paxton has reached out to us with the idea that there will be extra space at the new V.A. clinic on Railroad. In the next few months, we hope to work it out that we can have a recreational art therapy space available. We have been building a relationship with the State of Oregon's arts agency,

Oregon Arts Commission, and I will be meeting privately and in advance of the *Conversations with Funders* meeting on 09 Feb. 2017, in Coos Bay—later this week.

Besides their Arts Build Communities grant which we are eligible to apply for at OAC (FY2018 funding), I will be advocating for grant funding to be developed in tandem with the State of Oregon's efforts to bring veterans to Oregon and to support them once they are here, that is specific to Honoring Our Servicemembers. We were successful in our efforts to do this in Arizona as we created the model recreational art therapy program for the State of Arizona and grant guidelines followed. I participated in the writing of those grant guidelines.

For our Long-term vision for *Vet Fest* development, we will continue to build the foundation for developing a *Veterans Art Trail* in Curry County, whereby military/veterans and their family members have opportunities to show and sell their art at multiple galleries in Curry County. Micro businesses and small businesses can be built around the infrastructure of a festival. We see important economic information in data collectors like the *Creative Vitality Index*--which cranks out collected data to provide numbers that feed into both the GDP and the GNP, and draw conclusions such as, \$58 million positive economic impact because of the Shakespeare Festival in Ashland, Oregon.

The Vet Fest project is precisely the kind of project that takes into account where we are in our development as a community and uses both community and economic development strategies to solve local issues through arts and culture. Beyond that, a signature event can also provide a basis for sustainability in our rural economy. To that end, these strategies and the careful planning and execution of our efforts makes us eligible for Oregon Arts Commission's Arts Build Communities grant under their community development initiatives. In addition, we expect to request support for speakers from the Oregon Humanities Council Conversation Project and very possibly a grant from TravelOregon.

OREGON HUMANITIES SUPPORT: We will apply for only four speakers, but we will not know which ones we will present until we have spoken with each of the speakers regarding their availability. However, we have narrowed their 30 topics to choose from down to these topics for our "Wish List"—as follows:

- (1) Understanding Disability: Family and Community Stories, speaker Jill Crawford Hurt
- (2) Homeless in the Land of Plenty, speaker Ryan Stroud
- (3) You're in or You're Out: Exploring Belonging, speaker Lori Eberly
- (4) From Saving to Serving: On Intervening in the Lives of Others, speaker Adam Davis;
- (5) What We Risk: Creativity, Vulnerability, and Art, speaker Jason Graham
- (6) Life After War: Photography & Oral Histories of Coming Home, speaker Jim Lommasso LINK TO OREGON HUMANITIES LIST OF SPEAKERS FOR THEIR CONVERSATION PROJECT: http://oregonhumanities.org/programs/2016-17-conversation-project-catalog/

Vet Fest Five will be an anniversary celebration and will have additional features to the local signature event that will include a Singer-Songwriter opportunity. We are working to develop relationships with locally and nationally-known Singer-Songwriters that would allow this program to bring veterans from the region (and perhaps even across the country) to join in these opportunities. At the end of the workshops/clinics, veterans will have had a chance to create a group effort that will culminate in a World Premiere performance and an associated recording available for sale on iTunes and possibly as a produced CD.

Top 5 Reasons the Arts Benefit the Military and Veteran Populations:

1The arts are good for the body and mind. The arts play a powerful role in helping to address the physiological and psychological impacts of Post-Traumatic Stress Disorder (PTSD) and traumatic brain injury (TBI). Research shows that arts interventions help the brain reorganize and adapt, improve recovery of function, increase resilience to injury, and reduce stress and anxiety.

2The arts promote socialization. Participating in expressive activities addresses a PTSD symptom called emotional numbing, a lack of interest in activities, withdrawal, detachment, and reduced emotional expressiveness. Arts activities offered in a group setting foster connection and socialization. Many activities are also facilitated by fellow servicemembers and Veterans, creating a safe space for participants to connect over a range of experiences.

3The arts foster positive, meaningful relationships. The arts can be used to build resilience and coping skills for servicemembers, as well as strengthen bonds and help facilitate communication among military family members. Arts programming can offer choice, empowerment, and the chance for our servicemembers, Veterans, and their families to accept, embrace, and celebrate their military experience in a positive social and emotional way.

4The arts are an effective, alternative means of communication. In arts-based activity, servicemembers, Veterans, and their family members can experience and express their thoughts at their own pace, and through their choice of medium. When words fail, processing the experience in a painting or through music not only communicates an individual's story, but also offers therapeutic benefits in the process of artmaking itself.

5The arts enhance the quality of life of individuals, communities, and the greater society. The arts are universal and often dubbed the "great equalizer"—anyone can participate in some form of artmaking or arts experience at any age or location, despite socioeconomic circumstance or background. When people engage in art, they change and grow, and by extension, their communities become more vital and connected. The arts have been essential in helping bridge the military/civilian divide that often stands in the way of individual and collective healing.

http://www.americansforthearts.org/sites/default/files/ArtsDeployed_v3.pdf

VET FEST THREE: BRANDIN' TOOLKIT

A Community Arts Festival Growing Supportive Military/Veteran Programs

Americans for the Arts' New Guide on Community Arts and Military Programming: The National Initiative for Arts & Health in the Military advances the arts in health, healing, and healthcare for military service members, veterans, their families, and caregivers.

Working across military, government, private, and nonprofit sectors, the goals of the National Initiative are to:

- Raise visibility, understanding, and support of arts and health in the military;
- Advance the policy, practice, and quality use of arts and creativity as tools for health in the military; and
- Make the arts as tools for health available to all active duty military, staff, family members, and veterans.

Program Models to Replicate or Bring to Your Community (www.ArtsAcrossTheMilitary.org)

- Arts Deployed: An Action Guide for Community Arts & Military Programming
- We will implement a local or regional Veterans Creative Arts Festival (VCAF) in our community by partnering with the local American Legion Auxiliary (ALA), the closest VA medical facility, and local artists and creative arts therapists to provide mentorship and artistic instruction:
- 1. Locate a regional American Legion Auxiliary (ALA). Consult the ALA State Office website to find the American Legion Auxiliary closest to you, as all volunteer work associated with Veterans Creative Arts Festivals is coordinated through the ALA.
- 2. Locate your regional VA medical facility. To participate in the VCAF, a Veteran must be an inpatient or outpatient at a VA health facility. Search the Veterans Integrated Services Network (VISN) map to find the one closest to you.
- 3. Make connections with the VA facility's Recreational/Creative Arts Therapy departments, or Voluntary Services department. The departments at each facility vary, but your connection to faculty familiar with creative arts therapy will be through one of those. Approach them as a partner and offer to be the lead organizer to make the local VCAF a reality. "We have all been told who and what we are. The arts (good, bad, or indifferent) allow us to be our own biographers." Paul Brown, US Army, VA Medical Center in Tomah, WI.

GOLD MEDAL: CREATIVE WRITING CATEGORY: SOLO INSPIRATIONAL PROSE Tips: »

The local festival should take place between January 1 and March 10 of each year so that the Veterans may be considered for the NVCAF, held each October. »

There are more than 120 active arts categories in the festival, including original artwork, artwork from kits, photography, textile arts, sculpture, spoken word poetry, page poetry, short stories, dance, music, solo and group drama, and many more. Make sure to communicate this to participants so they have the most creative freedom in choosing a discipline that fits their interests and needs. »

Find local judges for the competition. The NVCAF recommends at least five judges for each category. Tap into your network of artists, arts administrators (including gallery owners and theater operators), and arts supporters in the community. Also reach out to local government Visit the NVCAF website for more details, including discipline-specific requirements and submission guidelines.

• Local officials, K-12 teachers, higher education professors of art, drama, dance, poetry/writing and music, and even local TV reporters and news anchors. »

If a local Veteran ends up advancing through the competition to the National Festival, understand that it is the responsibility of the local VA facility to fund the travel to and from the event. Hero Miles is also an option for sponsoring air travel for Veterans. "Participating in the creative arts helps you reach inside to the hidden injuries that can be crippling.

The outlet opens us to healing." Dolores Day, US Navy, VA Medical Center, Durham, NC

The National Initiative for Arts & Health in the Military is supported in part by the Christopher & Dana Reeve Foundation and the Corporation for National and Community Service.

VET FEST THREE: CASE BUILDIN'

A Community Arts Festival Growing Supportive Military/Veteran Programs

The Arts: Promising Solutions for Meeting the Challenges Facing Today's Military - Then and Now

A Briefing Paper prepared for the National Roundtable for Arts, Health and Well-being Across the Military Continuum, November 30, 2016.

Download the Briefing Paper (PDF)



Arts, Health, and Well-Being Across the Military Continuum - White Paper and Framing a National Plan for Action

Published in October, 2013 the report, Arts, Health, and Well-Being Across the Military Continuum - White Paper and Framing a National Plan for Action (PDF, 1.5 MB), details a series of recommendations in the areas of research, practice, and policy that came out of two national convenings. The convening were The Arts and Health in the Military National Roundtable (November 2012) and the National Summit: Arts, Health, and Well-Being Across the Military Continuum (April 2013).

Download the Full Report (PDF, 1.5 MB) Download the Fact Sheet (PDF, 656 KB)



The Arts: A Promising Solution to Meeting the Challenges of Today's Military—A Summary Report and Blueprint for Action

This report, *The Arts: A Promising Solution to Meeting the Challenges of Today's Military—A Summary Report and Blueprint for Action* (PDF, 1.27 MB) is intended to open the door for a national conversation and the development of a National Action Plan that will ensure the availability of arts interventions for our service men and women and their families, and integrate the arts as part of the "Standard of Care" in military clinical (VA and military hospitals) as well as programs in community settings across the country. It was developed from the work of a roundtable meeting were participants were charged with recommending a framework for a "blueprint for action", outlining possible strategies that will be necessary over the next several years in order to expand the use of the arts across the military continuum: from military service pre-deployment, deployment, post-deployment to veterans as well as families and caregivers.

The Roundtable held on November 15, 2012 brought together a group of concerned and dedicated military, government, private sector and nonprofit leaders gathered at The John F. Kennedy Center for the Performing Arts in Washington, DC for the Arts & Health in the Military National Roundtable. The Roundtable was hosted by Ambassador Jean Kennedy Smith, VSA and the Kennedy Center, and co-chaired by Robert L. Lynch, president & CEO, Americans for the Arts and Anita B. Boles, executive director, Global Alliance for Arts & Health (formerly the Society for Arts in Healthcare). The Arts & Health in the Military National Roundtable represents the second step in the ongoing development of the multi-year National Initiative for Arts & Health in the Military.

Funding for *The Arts: A Promising Solution to Meeting the Challenges of Today's Military—A Summary Report and Blueprint for Action* provided by The David Rockefeller Fund.

VET FEST THREE: A Community Arts Festival Growing Supportive Military/Veteran Programs

Checklist of Promotional Strategies:

- o Re-apply for TPAC funding. (VVA Chapter/757 Productions slated to repay in full 2016 TPAC loan.)
- o Establish a website and continually utilize VVA 757 Facebook page...Update regularly!
- o Re-design promotional materials: posters, fliers, postcards, table toppers
- o Disseminate promotional materials as per "street crew" approach, involving vets and allies:
- ----Network with local creative spaces: galleries, theaters, arts nonprofits, studios
- ----Contact local military sites: bases and units, VA facilities, local Veteran organizations
- ----Community spaces: library, grocery stores, City Hall, churches, food bank, restaurants, college(s)
- o Other Public Relations Efforts:
- ---Create a video promotion to spread the word in a creative, engaging way
- ---Media campaign to include newspapers, magazines, radio and TV, paid and PSA's
- ---Quarterly Military Veteran Nights at the Movies (Audience Development and Fundraising)
- ---Quarterly VVA/AVVA & KCIW: Community Conversations & Wild Rivers Veterans' Forum presents Oregon Humanities Speakers Series* (Audience Development and Fundraising)
- ---Submit our program/event to area community event calendars
- o Ask community members and regional Facebook groups to spread the word via networks, social media
- --- Provide promotional materials as well as written copy/sample social media posts for "sharing"
- o Utilize any direct contacts within the Veteran/military family community in Oregon and PNW and SW regions
- o Rebrand utilizing applicable features of the American for the Arts Guide on Community Arts and Military Programing--to become more of a Community Arts Festival Celebrating Supportive Military/Veteran Programs.

VET FEST THREE: NEW EVENTS

A Community Arts Festival Growing Supportive Military/Veteran Programs

Vietnam Veterans of America/757 Productions: Quarterly Military Veteran Nights at the Movies (Audience Development and Fundraising)

House will seat 50-60 people, suggested donation \$7.00 – Could Easily Raise \$1,000 proceeds

VVA/AVVA are arranging for 4 movie nights, once each quarter to fundraise toward expenses of Vet Fest Three and its associated expenses. In addition, this will be an opportunity to let people know throughout the year that Vet Fest Three is coming and that these events are for the community at large, not just for military/veterans and family members.

Grant requirements include Outreach Events:

Oregon Humanities: Conversation Project

\$165 for Four Guest Speakers... House will seat 50-60 people, Suggested donation \$5.00 – Could Easily Raise \$1,000 proceeds Plus, \$500 request from Bi-Mart for KCIW Outreach

The Conversation Project brings Oregonians together to talk—across differences, beliefs, and backgrounds—about important and challenging issues and ideas.

It works like this: a local nonprofit, community group, or business applies to host a Conversation Project program on a topic relevant to their community. An Oregon Humanities facilitator comes to that community to lead the conversation, which typically lasts an hour and a half.

The Conversation Project has thirty topics to choose from, including complex matters with potential for disagreement, such as homelessness, immigration, and the experiences of interracial families in Oregon. Our facilitators are trained to connect their topic to the local community and to challenge participants to think in new ways.

Our goal is to connect people to ideas and to each other, not to push an agenda or arrive at consensus. We believe in the power of people in rooms listening, learning, and struggling together. We embrace these opportunities for conversation and reflection, to show up and open up, to listen and consider—even when it means having to bend and stretch, even when it means feeling vulnerable or frustrated or afraid.

Interested? Take a look at the program descriptions in the catalog, then read "How to Host a Conversation Project Event," below, and complete the online host application. To find upcoming conversation programs in your area, visit our online calendar.

If you're interested in hearing about opportunities to be a Conversation Project leader, sign up to receive our enewsletter. We'll send information about upcoming events and opportunities, including Conversation Project, once a month. The next leader application period will open in January 2017. The Conversation Project is supported in part by a grant from the Oregon Cultural Trust: Oregonians investing in Oregon's arts, heritage, and humanities.

Questions? Contact Mikaela Schey at m.schey@oregonhumanities.org or (503) 241-0543, ext.110.

List of Conversation Project Programs—Vietnam Veterans of America/757

Productions a KCIW: Community Conversations, Wild Rivers Veterans

Forum presents:

- 1. Understanding Disability: Family and Community Stories by Jill Crawford Hurt, speaker provided by Oregon Humanities Council
- 2. Homeless in the Land of Plenty by Ryan Stroud
- 3. From Saving to Serving: On Intervening in the Lives of Others by Adam Davis
- Life After War: Photography & Oral Histories of Coming Home FREE Outreach Event to meet the guidelines of WESTAF grant. (TourWest)

Host a Conversation Project

- 1. Confirm your eligibility to apply online. Nonprofits, community organizations, and tribes that would like to host a ninety-minute, public Conversation Project program should follow the request process outlined below. Any other requests—including those for private events or by forprofit companies—should be directed to Rachel Bernstein at r.bernstein@oregonhumanities.org or (503) 241-0543, ext. 124.
- 2. **Choose a program**. Review the Conversation Project catalog and select a program or programs that you would like to request.
- 3. Check your local calendar. Please consult local events calendars in order to request program dates that do not conflict with other important events in your community or major holidays.
- 4. **Contact conversation leaders**. Before you apply to Oregon Humanities, contact conversation leaders directly to discuss preferred and alternate dates and times for a program request. Oregon Humanities does not maintain the calendars of Conversation Project leaders, so it is essential that you contact conversation leaders prior to submitting an application.
- 5. **Prepare your host fee and budget for additional costs.** Nonprofits and community organizations pay a small host fee of \$50 per program (slightly less if you apply for more than one program at a time). Additional costs may arise if the conversation leader has to travel more than

- one hundred miles one-way to lead the program. In those cases, hosts are required to provide one night of lodging.
- 6. **Submit your application online**. Host fees may be paid by check (made out to Oregon Humanities) or with a credit card as part of the online application.
- 7. Wait for approval. Please note that applications must be submitted at least six weeks before the requested program date. Allow up to four weeks for notification of approval. Until you have heard from us, do not assume the program has been approved.
- 8. Once approved, plan and promote the conversation(s). As part of your approval package, you will receive a template press release and ideas about marketing your Conversation Project program. The expectation is that at least ten people will attend. We require you to send us copies of your publicity materials after the event.
- 9. Submit evaluation and participant contact information. Sign-in sheets should be sent to us within three business days of the program date; the host evaluation and publicity material should be sent within two weeks of the program.

Application approvals are based on Oregon Humanities' commitment to reaching a broad statewide audience, forming new partnerships, and scheduling efficient travel arrangements for our conversation leaders. Oregon Humanities cannot guarantee that all applications will be approved.

We strive to be flexible in program scheduling, so please contact Mikaela Schey at (503) 241-0543, ext.110, or m.schey@oregonhumanities.org if you have a conflict with our application timeline.

VET FEST THREE: GROWIN' SKILLS

A Community Arts Festival Growing Supportive Military/Veteran Programs

Western States Arts Federation(WESTAF) TourWest Our request will be for \$2,500, per WESTAF

guidelines...WESTAF grant (TourWest): Any performer or literary artist from outside of our state, including international artists, is eligible.

TourWest is a competitive grant program that provides subsidies to arts and community organizations for the presentation of out-of-state touring performers and literary artists. Funds are available to organizations that sponsor performances within the 13-state WESTAF region. For the 2017 – 2018 cycle, projects must take place between September 1, 2017 and August 31, 2018. All projects must have one public performance and one educational outreach activity. TourWest standard performance grants are available in an amount of up to \$2,500 or 50% of the artistic fees, whichever is less. Applicants may apply for up to two standard performance grants. More information regarding the grant guidelines and the application can be found online at

tourwest.culturegrants.org. The annual TourWest grant application opens annually in mid-January and closes on the first day of April.

All TourWest grants must be matched on a one-to-one basis in cash by the presenting organization. Funds are available to organizations that sponsor performances or literary events within the 13-state WESTAF region. The WESTAF region includes the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming. In order to receive TourWest funding, applicants must demonstrate a commitment to all of the following: high artistic quality, collaboration and block booking, presentation of programs to underserved and/or culturally diverse audiences, audience development, and community participation.

TourWest is supported by a grant from the National Endowment for the Arts. Grantees must clearly acknowledge support from the National Endowment for the Arts, WESTAF and their state arts agency in the programs and related promotional materials. Acknowledgement should be given in text and graphically by using the NEA and WESTAF logos.

These are only the guideline *highlights*:

- The TourWest 2017-2018 grant program opens Mid-January 2017 and the application deadline is April 3, 2017.
- Only presenters may apply.
- Funding for the 2017-2018 cycle is available for projects that take place between September 1, 2017 and August 31, 2018.
- TourWest is a competitive grant program that provides subsidies to arts and community organizations for the presentation of out-of-state touring performers and literary artists.
- All TourWest grants must be matched on a one-to-one basis in cash by the presenting organization.
- Funds are available to organizations that sponsor performances or literary events within the 13-state WESTAF region.
- In order to receive funding from this program, applicants should demonstrate their commitment to several key elements: a) high artistic quality; b) collaboration and block booking; c) the presentation of diverse art forms; and d) audience development.
- Please note that each application can be used for only ONE project.
- If you wish to apply for funding for two projects, you must complete and submit two separate applications.

 You are required to submit two 1-minute work samples, which must be submitted online as digital files.

VET FEST THREE: GROWIN' SKILLS

A Community Arts Festival Growing Supportive Military/Veteran Programs

The Ford Family Foundation: Good Neighbor Grants (VVA/AVVA will request \$2,500)

Overview

The Ford Family Foundation works to provide small grants to organizations in response to unexpected needs or simple projects. These grants are highly competitive and limited. A shorter application is used, and the requests are reviewed by staff regularly. If your project does not fit this category, check out our other Current Funding Opportunities.

Funding Opportunities

Grants: Open

Typical Grant Size: \$1,000 to \$10,000. Single year.

Types of Funds: Programmatic and capital. Grants do not cover 100% of a project, unless it is a small component of larger project.

Timing: Should the request be approved, funds will be released in no less than 60 days. **Geography served:** Rural communities with less than 30,000 in population not adjacent to or part of an urban or metropolitan area.

Focus areas

We give priority to short-term grant requests for simple projects, unforeseen emergencies that interrupt programming or services, and one-off events or activities. Examples of grants:

- A furnace repair at a community center
- Bark mulch for a playground
- Travel expenses for a nonprofit executive director to attend special training
- Emergency needs
- A community cultural event

Lower priority given to:

- Requests supporting programs that do not have enough funding.
- Requests for general capacity building.

• Requests for small needs that fall into the other categories (Early Childhood Development, Youth Development and Education, Access to Health and Dental Services for Children, Child Abuse Prevention and Intervention, Rural Capital Projects, Assistance Grants).

Eligibility & Exclusions

Eligibility

Grant requests must meet all of the following requirements before consideration will be given:

- Applicant organizations must have current 501(c)(3) Public Charity status from the Internal Revenue Service (IRS), or be a governmental entity, or be an IRS-recognized tribe. It may not be a private foundation as defined in Section 509(a) of the Internal Revenue Code.
- Geographical focus of project must be predominately (60% or more) for the benefit of residents of rural Oregon and Siskiyou County, Calif. We define rural as communities with populations of 30,000 or less and not adjacent to or part of an urban or metropolitan area.
- Must include significant collaboration and community buy-in (as evidenced by in-kind and cash contributions from local and regional sources).
- Must have at least 50% of funding (may include in-kind) for the total project budget committed before applying.
- Organization must not be delinquent in filing final reports for previous grants from the Foundation.
- Organization may not be currently receiving other grant funds from the Foundation.
- If the organization has received prior funding from the Foundation, it must wait 12 months after the completion of the prior grant before applying again for support.
- Exceptions may apply. Contact the Grants Administration team at (541) 957-5574.

Exclusions

The Foundation does not consider funding requests for:

- Endowments or reserve funds.
- Debt retirement or operating deficits.
- Indirect expenses unrelated to the project or program being funded.
- Sponsorship of fundraising events.
- Propagandizing or influencing elections or legislation.

VET FEST THREE: FUNDRAISIN' RECIPE

A Community Arts Festival Growing Supportive Military/Veteran Programs

SPONSORSHIP REQUESTS
ROGUE CREDIT UNION---\$750
EFFA---\$500
A HERO WAS HERE---\$500
BIMART--\$500

SPECIAL EVENTS AND SUCH
GRANGE CONCERT SERIES--\$750
SPENCE BROTHERS BLUES BAND--\$500
ONLINE FUNDRAISING—\$500
QUARTERLY MILITARY MOVIE NIGHTS--\$1,000

GRANT WRITIN'
WESTERN STATES ARTS FEDERATION—\$2,500
OREGON HUMANITIES EVENTS—\$1,000
THE FORD FAMILY FOUNDATION—\$2,500
TPAC—\$3,500

VET FEST FOUR EVENT DAY PROCEEDS DONATION CANISTERS--\$500 WATER SALES--\$200

VET FEST THREE
POTENTIAL INCOME......\$15,200

VET FEST FOUR: GROWIN' RESOURCES

A Community Arts Festival Growing Supportive Military/Veteran Programs

OREGON ARTS COMMISSON--COMMUNITY DEVELOPMENT: ARTS BUILD COMMUNITY GRANT

CONVERSATION WITH FUNDERS EVENT, 09 FEB 2017 at Coos Bay, OR--I will not only attend the event for the purposes of learning more about the Oregon Arts Commission and other funders grant funding opportunities but I will also have a private meeting with Brian Wagner, (503) 428-1981, brian.wagner@oregon.gov. In addition, I have attended the recent Oregon Arts Commission Quarterly Meeting held in Klamath Falls where I met the entire Commission and its Executive staff and program managers, including Brian Wagner.

Grant Deadline: October 2, 2017 for projects taking place in 2018 **Grant Overview:** The Arts Build Communities grant program provides \$3,000-\$7,000 matching support to arts and other community-based organizations for projects that address a local community problem, issue or need through an arts-based solution. Arts Build Communities (ABC) grants support the arts in local communities and the involvement of the arts and artists in community development and cultural tourism. **The grants recognize the expanding role that arts organizations play in the broader, cultural, social, educational and economic areas of community life. Support is provided to arts and other community-based organizations to form alliances and partnerships to strengthen communities through projects that connect the arts with local issues and opportunities.**

Projects from communities that are underserved by arts services will receive priority for funding. Underserved communities include communities whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability. Successful community arts projects connect with broader community development issues and goals. The most competitive Arts Build Communities grant projects illustrate the connection between artists, local arts resources, and community development.

Solid arts and community development projects reflect local partnerships, local impact, and careful project planning. While projects may access resources outside the community, this program's emphasis is on building local capacity to strengthen the arts in a community. The ABC Grant program is broader than an arts project grant program. It is committed to fostering partnerships and strengthening the arts in communities across the state.

Projects must support the integration of the arts and artists with community goals and may include new initiatives, new program development, or the expansion of an existing arts and community development project. This program will not support the construction, purchase, or renovation of facilities. However, pre-development, design fees and community planning activities are eligible for support.

VET FEST FOUR: GROWIN' "CRED"

A Community Arts Festival Growing Supportive Military/Veteran Programs

NEA: CHALLENGE AMERICA GRANT: To support projects that extend the reach of the arts to underserved populations. Matching grants are for \$10,000. A minimum cost share/match equal to the grant amount is required. New deadlines are:

Step 1 - Submit SF-424 to Grants.gov	April 13, 2017 Register/renew by at least March 22 Submit by at least April 4
Step 2 - Submit Materials to NEA-GO	April 27, 2017 to May 4, 2017
Earliest Announcement of Grant Award or Rejection	December 2017
Earliest Beginning Date for National Endowment for the Arts Period of Performance	January 1, 2018
BUILD CREDIBILITY W/NEA—NOTEapply for Our Town next round	

If successful in receiving NEA's Challenge America Grant, then that better positions the City of Brookings to apply (in the next funding round) for an "Our Town" grant:

OUR TOWN: Organizations may apply for creative placemaking projects that contribute to the livability of communities and place the arts at their core. Our Town offers support for projects in two areas:

- Arts Engagement, Cultural Planning, and Design Projects that represent the distinct character and quality of their communities. These projects require a partnership between a nonprofit organization and a local government entity, with one of the partners being a cultural organization. Matching grants range from \$25,000 to \$200,000.
- Projects that Build Knowledge About Creative Placemaking. These projects are available to arts and design service organizations, and industry, policy, or university organizations that provide technical assistance to those doing place-based work. Matching grants range from \$25,000 to \$100,000.

Step 1 - Submit SF-424 to Grants.gov	September 12, 2016 by 11:59 p.m., Eastern Time
Step 2 - Submit Materials to NEA-GO	September 19, 2016 to 11:59 p.m., Eastern Time on September 26, 2016
Earliest Announcement of Grant Award or Rejection	April 2017
Earliest Beginning Date for National Endowment for the	August 1, 2017

Arts Period of Performance	
APPLY IN NEXT FUNDING ROUND	

CHALLENGE AMERICA: Grant Program Description

The Challenge America category offers support primarily to small and mid-sized organizations for projects that extend the reach of the arts to underserved populations -- those whose opportunities to experience the arts are limited by geography, ethnicity, economics, or disability. Age alone (e.g., youth, seniors) does not qualify a group as underserved; at least one of the underserved characteristics noted above also must be present. Grants are available for professional arts programming and for projects that emphasize the potential of the arts in community development. This category encourages and supports the following objective:

Engagement: Engaging the public with diverse and excellent art.

Challenge America grants:

- Extend the reach of the arts to underserved populations.
- Are limited to the specific types of projects outlined below.
- Are for a fixed amount of \$10,000 and require a minimum \$10,000 match.

Partnerships can be valuable to the success of these projects. While not required, applicants are encouraged to consider partnerships among organizations, both in and outside of the arts, as appropriate to their project. To ensure that Challenge America funding reaches new organizations and communities, the NEA has implemented a policy to limit consecutive-year funding.

Starting with grants that were awarded in FY 2013 (as indicated by a grant letter dated on or after October 1, 2012, and a grant number beginning with "13 - 78"), an organization that receives Challenge America grants for three years in a row is not eligible to apply to the category for the following one-year period. Therefore, an organization that has received grants in FY 2015, 2016, and 2017 may **not** apply under these FY 2018 guidelines. That organization may apply for FY 2018 support under other Arts Endowment funding opportunities including Art Works. The organization would be able to apply to the Challenge America category again in FY 2019.

Projects: This category supports focused, distinct projects that take place over limited periods of time and involve limited geographic areas. Such projects generally are smaller in scale and shorter in duration than those in the Art Works category.

All projects must extend the reach of the arts to populations that have limited access to the arts due to geography, ethnicity, economics, or disability. The involvement of experienced artists and arts professionals is essential. Each applicant must present a straightforward project that reflects only one of the three project types below. Grants are available only for:

Guest Artist project type, which refers to an arts event or events that will feature one or more guest artists.
 Guest Artist is currently the most common Challenge America project type. The guest artist is engaged specifically for the proposed project, and is not considered a resident artist, regular company member, or individual currently serving on the artistic staff of the applicant organization

The event(s) may take place in an arts venue or a non-traditional arts venue, but it must be in a location that is accessible to the public.

Guest artist(s) should reflect the artistic disciplines of the National Endowment for the Arts, which may include musicians, composers, conductors, actors, directors, dancers, choreographers, curators, visual artists, writers, or media artists. The intention of the Guest Artist project type is to provide National Endowment for the Arts support to the applicant organization and its community to engage with an artist(s) and present a public event that might otherwise not be accessible to audiences that have historically been underserved.

Allowable guest artist event activities are broad, and may include a festival; exhibition; literary reading; musical, theatrical, or multi-media performance; media screening; broadcast; or lecture. In addition to guest artist fees, there can be a range of other costs and activities associated with the project, including public relations, professional documentation, and program enhancements that are integral to the event.

Examples of program enhancements include interpretive material, transportation, program accommodations (e.g., sign language interpretation, audio description, Braille, tactile exhibit tours), catalogues, brochures, or publications.

Other enhancements such as specific lecture-demonstrations, pre- or post-event talks, or workshops relevant to the proposed arts event are also eligible. The guest artist's role in the required, culminating public event should be clearly described within the application narrative, including the schedule of activities.

NOTE: Projects that involve curriculum-based arts instruction are not eligible. (See Arts Education in the Art Works category.) Non curriculum-based classes and workshops are eligible expenses but must culminate in a public event with involvement by the participating guest artist.

- Cultural Tourism, specifically the unified promotion of community-wide arts activities and/or the
 development of cultural tourism products to enhance public engagement with arts and culture in communities
 and in cultural districts (including the marketing and promotion of arts and culture to populations that have been
 historically underserved). NOTE: Promotional projects for a single organization are not eligible. Unified
 promotion is defined as the professional assessment, design, and/or distribution of public relations and marketing
 tools (calendars, websites, radio and television, brochures, rack cards, signage, etc.) designed to benefit several
 local organizations in a community.
- The development of professionally directed public art projects. Although many kinds of arts projects take place in the public realm, for the Challenge America category, the Public Art project type is intended to support primarily visual arts projects, which may be temporary or permanent, such as murals, sculptures, multi-media, or environmental art, developed through a meaningful community engagement process. Evidence of community involvement should be apparent in the planning, design, or fabrication of the work, and should include a professional lead artist.

NOTE: The following are not eligible for support: Conservation, restoration, or repair of existing public art; or the development of a public art master plan. These activities may be supported in the Art Works category.

If you are recommended for a grant, your project may be subject to the National Environmental Policy Act (NEPA) and/or the National Historic Preservation Act (NHPA) and the National Endowment for the Arts will conduct a review of your project to ensure that it is in compliance NEPA/NHPA.

Some of the common project types that garner a review are:

- A project involving or occurring near a district, site, building, landscape, structure or object that is 50 years old and, therefore, eligible for inclusion in the National Register of Historic Places.
- The commissioning and installation of temporary or permanent outdoor furnishings such as benches or market structures or art such as a sculpture or mural.
- An arts festival in a park.
- Design planning and services for projects that may involve a historic site, structure, or district.

This review and approval process may take up to several months to complete and may delay your project's start date and our ability to make a grant award/our ability to release grant funds.

To learn more about what questions you will need to answer for the review of a project impacted by the National Environmental Policy Act and/or the National Historic Preservation Act, see here.

Note: Federal regulations require that all NEA-funded projects be accessible to people with disabilities. Funded activities must be held in an accessible venue and program access and effective communication must be provided for participants and audience members with disabilities. If your project is recommended for funding, you will be asked

to provide information describing how you will make your project physically and programmatically accessible to people with disabilities.

If your organization applies to the Challenge America category, it may not submit another application to the Art Works category, except for a Creativity Connects project. See "Applicant Eligibility/Application Limits" for further information. **Contact:** Challenge America Specialists: challengeamerica@arts.gov or 202/682-5700

VET FEST FOUR: FUNDRAISIN' RECIPE

A Community Arts Festival Growing Supportive Military/Veteran Programs

SPONSORSHIP REQUESTS
ROGUE CREDIT UNION---\$750
EFFA---\$500
A HERO WAS HERE---\$500
BIMART--\$500

SPECIAL EVENTS AND SUCH
GRANGE CONCERT SERIES--\$750
SPENCE BROTHERS BLUES BAND--\$500
ONLINE FUNDRAISING—\$500
QUARTERLY MILITARY MOVIE NIGHTS--\$1,000

GRANT WRITIN'
TPAC—\$2,500
WESTERN STATES ARTS FEDERATION—\$2,500
OREGON HUMANITIES EVENTS—\$1,000
THE FORD FAMILY FOUNDATION—\$2,500
OREGON ARTS COMMISSION, ARTS BUILD COMMUNITEES GRANT—\$5,000+
NEA. CHALLENGE AMERICA GRANT—\$10,000 (100% MATCH REQUIRED)

VET FEST FOUR EVENT DAY PROCEEDS DONATION CANISTERS--\$500 WATER SALES--\$200

VET FEST FOUR
POTENTIAL INCOME.....\$29,200

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Signature (submitted by)

ty Manager Approval

Subject:

Nature's Coastal Holiday Event Evaluation

Recommended Motion:

Motion to accept the Nature's Coastal Holiday Event Evaluation report.

Financial Impact:

Funding was already allocated for this project.

Background/Discussion:

At the March 28, 2016 City Council meeting, Council authorized an agreement with Nature's Coastal Holiday to provide \$2,363.00 in Transient Occupancy Tax funding for the purchase of material to upgrade the "Avenue of the Arches" display.

The Nature's Coastal Holiday organizers have provided an event evaluation report to the Tourism Promotion Advisory Committee. They indicate that there was a record attendance of 18,767, but they do not have a method to track where visitors come from.

Attachment(s):

a. Event Evaluation



Event Evaluation Report Form

Within three (3) months of completing the event, the following information must be provided and returned to Lauri in Visitor Center.

Event Title: Natures Coastal Holiday Completion Date: 12-26-16 Contact Person: Klaus Gielisch Phone: 541-941-5599
Contact Person: Klass Gielisch Phone: 541-941-5599
Amount .
Awarded \$ 2, 363,00
1. How was the funding used? (Examples: "Purchase flyers - \$_," or "Purchase advertising in [name of publication] - \$ Detailed receipts are not required). Purchase material to upgrade Hvenue of the flyches" display from a plastic frate an all steel frame work. To an all steel frame work.
Plso added an additional 60 light charall in blue.
2. How many people attended the event (participation/spectators)? Approximately how many of these were from outside Curry County? Include results as defined in Applicant's proposed methodology.
our attendance this year was a record
18,767. Corrently, we don't have a method of trace visitors
visitors
Note: Failure to submit this report to the City within the allotted time (three months from approved event completion) will eliminate your organization from future consideration for funding under this program.
Signed: 15.D. Cibli Dated: 1-3-17 Organization: N. turces C-a-tal H. I'cl.
Organization: N. tures (-a-tal Hill

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Signature (submitted by)

ity Manager Approval

Subject:

Coastal Christmas Event Evaluation

Recommended Motion:

Motion to accept the Coastal Christmas Event Evaluation report.

Financial Impact:

Funding was already allocated for this project.

Background/Discussion:

At the October 10, 2016 City Council meeting, Council authorized an agreement with Kathy Breshears to provide \$3,000 in Transient Occupancy Tax funding in the form of a \$2,000 capital grant and a \$1,000 event grant for the Coastal Christmas display.

Organizers indicate that the event grew in size from 2015 to 2016. Approximately 200-300 spectators viewed the parade and about 100 attended the Santa event.

Attachment(s):

a. Event Evaluation



City of Brookings

898 Elk Drive, Brookings, OR 97415 (541) 469-1102 Fax (541) 469-3650

Tourism Promotion Special Event Program Event Evaluation Report Form

Within three (3) months of completing the event, the following information must be provided and returned to Lauri in Visitor Center.

Event Title: Constal Christmas Dicorations Completion Date: Dan 7, 2017 Contact Person: Kathy Brishears Amount Awarded \$3000 Completion Date: Dan 7, 2017 Phone: 541-412-0674
1. How was the funding used? (Examples: "Purchase flyers - \$," or "Purchase advertising in [name of publication] - \$ Detailed receipts are <u>not</u> required).
See Attached
2. How many people attended the event (participation/spectators)? Approximately how many of these were from outside Curry County? Include results as defined in Applicant's proposed methodology.
30 volunteers to Decorate
t 100 people at Santa Event + 30 people in parade - 4 from crescent city
+ 200-300 Spectators - don't know how many from out of area
Note: Failure to submit this report to the City within the allotted time (three months from approved event completion) will eliminate your organization from future consideration for funding under this program.
Signed: Kathlen Breshears Dated: 1/10/17
Organization: Coastal Christmas Elves

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3000,00
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                 Gazebo Tert
 -Bol 2861.00
   109.29
                 Blue water proof Net Blanket lights
 Bal 2751.71
                Event elnourance
      263.97
  Bal 2487.74
                Olaf inflatable
        49.99
  bal 2437.75
                 Snowman inflatable
       149.95
 Bal 2287.80
                Penquin inflatable
      107.99
 - Bal 2219.81
                 Extension Cords _ Pd. Credit Card
         70.82
 Bal 2148.99
                                          851.01
                 Soroptimist - Wreather - CR
        765.00
  Bal 138 3.99
                Boetteries - tent Stakes Kerrs - CK
        2-16.67
  Bal 1107.72
                 Pd CC for ladder a 2nd Snowman CC
        4 30.00
 - Bal 677.72
                 merchan decoration Prize Money ex
        100.00
 Bal 577.72
        70.00
                 Pacific Rim Copies (flyers)
_ Bal 507.72
                 the motion 2 Barrels
                                              CK
        285.60
        222.12
       + 50.00
                  Donation Coastal Copiers
 - bal 272.12
      25.00
             Dollar tree-Candy Canes, Ornements CK
 Bal 247,12
     175.00 Ely Ad Pilot
 Bal 172.12
      44.68
             Dep 11915 - Dollor tree - Ace Ext. brob
```

Tent Stakes, 2 Leasilequite

Bal 127.44

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 13, 2017

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject:

Oktoberfest Event Evaluation

Recommended Motion:

Motion to accept the Oktoberfest Event Evaluation report.

Financial Impact:

Funding was already allocated for this project.

Background/Discussion:

At the September 12, 2016 City Council meeting, Council authorized an agreement with the Chetco Brewing Company to provide \$3,000 in Transient Occupancy Tax funding in the form of a \$1,000 grant and \$2,000 advance to be repaid if sufficient funds allowed for the Second Annual Oktoberfest.

The Oktoberfest organizers have provided an event evaluation report to the Tourism Promotion Advisory Committee. They indicate that approximately 1000-1200 people attended the event held in Azalea Park.

Organizers report that income was \$21,027.82 with expenses equaling \$20,033.91. The organizers were able to repay \$993.91 of the \$2,000 advance. They also donated \$99.39 to charity. They report that they will not need to request TPAC funding for the 2017 event.

Attachment(s):

a. Event Evaluation



Contact Person: **\(\)**

Amount

City of Brookings

898 Elk Drive, Brookings, OR 97415 (541) 469-1102 Fax (541) 469-3650

Tourism Promotion Special Event Program

Event Evaluation Report Form

Within three (3) months of completing the event, the following information must be provided and returned to Lauri in Visitor Center.

aw Frederick Phone: 541661359

Event Title: 2nd Annual Okhon Jut Completion Date: 9 110

Awarded \$ 5000 \ 2000 \
1. How was the funding used? (Examples: "Purchase flyers - \$_," or "Purchase advertising in [name of publication] - \$ Detailed receipts are not required). Please Sce attached Spread theet for Many allocation
2. How many people attended the event (participation/spectators)? Approximately how many of these were from outside Curry County? Include results as defined in Applicant's proposed methodology. 1,000 + 1- We sold 800 Must, but not all
attendes purchased one- We also had kiddu
WRIST bands and we sold 50+ of those The

Note: Failure to submit this report to the City within the allotted time (three months from approved event completion) will eliminate your organization from future consideration for funding under this program.

Kiddre Wristbands allored Kids 2 freesodas & unlimited play time in all the ponny houses

Organization: Cheleo Brewing to & The Vista Pub

Item Sponsorships Sales, Mugs and tokens Vendor Fees TPAC Loan/Grant	Expenses	\$4,000.00 \$13,427.82 \$600.00 \$3,000.00	
Advertising/Promo	\$1,896.13		
Beer	\$5,156.00		
Copies	\$108.00		
Costumes for volunteers/ staff	\$540.00		
Decorations	\$1,323.31		
Fun Run	\$310.61		
Games/Shenanigans	\$1,201.97		
Hardware	\$131.83		
Insurance	\$160.00		
Labor	\$2,600.00		
Music	\$1,100.00		
Over night Security	\$352.00		
Park Fees	\$787.00		
Tent Rental	\$1,809.00		
TPAC partial repayment	\$900.00		
Mugs	\$1,643.06		
Travel	\$15.00	_	
	\$20,033.91	\$21,027.82	0
	\$993.91		
10% to charity	\$99.39		

City of Brookings CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, January 23, 2017

Call to Order

Mayor Pieper called the meeting to order at 7:00 PM.

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges and Dennis Triglia, and Student Ex Officio Shawntisha Bailey; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Public Works and Development Director Paul Stevens, Finance & Human Resources Director Janell Howard and City Recorder Teri Davis.

Media Present: No media was present

Others Present: Nine audience members.

Appointments

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously with an advisory "Yes" vote from Ex Officio Bailey to re-appoint Tom Bozack and Jay Trost to the Parks and Recreation Commission and to re-appoint Sally Laasch and Linda Matlock to the Budget Committee.

Staff Reports

City Council Appointment

City Manager Milliman presented the staff report noting that the deadline to appoint is March 10.

Councilor Triglia indicated that he is in favor of opening applications.

Councilor Hamilton said that he would like to nominate Ron Hedenskog, but thought it was a good idea to take applications.

Councilor Hodges said he was in favor of appointing Ron.

Mayor Pieper agreed that he would like Ron back on Council, but for reasons of transparency thought it best to take applications.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted 3-1 with Councilor Hodges voting Nay and with an advisory "Yes" vote from Ex Officio Bailey to direct staff to open the application process to fill Council Position #3.

Independent Auditor Contract

Finance & Human Resources Director Janell Howard presented the staff report.

Councilor Triglia asked how the City was with Carlisle for six years since the contracts are for three year terms.

Director Howard said that it was originally a three-year contract with three one-year extensions.

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously with an advisory "Yes" vote from Ex Officio Bailey to accept the audit services proposal from Moss Adams LLP and authorize the City Manager to execute a three year contract.

Resolutions

BCRAA Representative

City Manager Milliman reviewed the staff report.

Councilor Hodges indicated that he was interested in the assignment but had time constraints that would prohibit his participation.

Councilor Triglia asked if the City needed both a primary and an alternate. City Manager Milliman advised that there is no urgency to fill the appointment because there is an alternate but a primary should be appointed.

Mayor Pieper recommended waiting until the fifth Councilor is appointed. Councilor Triglia was concerned that the Council appointee may not want the BCRAA appointment.

City Manager Milliman suggested that whoever is appointed needs to make regular reports to Council following meetings.

Mayor Pieper decided that he would be able to accept the appointment as the representative.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously with an advisory "Yes" vote from Ex Officio Bailey to adopt Resolution 17-R-1094 appointing Mayor Jake Pieper to fulfill the remainder of the term expiring October 3, 2019, as the City of Brookings representative to the Border Coast Regional Airport Authority.

Oral Requests and Communications from the audience

- Michael Frederick of 16883 Yellowbrick Road addressed Council asking that the regulations for food carts be revised. Councilor Triglia advised that he had seen this topic discussed recently on social media also. Council indicated to City Manager Milliman to place the item on the March workshop agenda.
- Carolyn Milliman of 1090 Parkview Drive addressed Council advising of the first planning meeting for Elmo Williams Day scheduled for Thursday, February 9 at 4 p.m. in the City Council Chambers.

Consent Calendar

- 1. Approve Council minutes for January 9, 2017
- 2. Receive monthly financial report for December 2016

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously with an advisory "Yes" vote from Ex Officio Bailey to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilor Hamilton thanked everyone for their concern while he recovered from a bout of pneumonia. He is doing much better now.

Adjournment

Mayor Pieper adjourned the meeting at 7:30 with Urban Renewal Agency meeting immediately following.

Respectfully submitted:	ATTESTED: this day of 2017:
Jake Pieper, Mayor	Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES Thursday – December 15, 2016

CALL TO ORDER

Meeting called to order at 4:00 PM

1. ROLL CALL

Present: Committee members Bob Pieper, Angi Christian, Chuck Costello, Skip Watwood and Chair Tim Patterson Late Arrival: Committee member Candice Michelle arrived at 4:15.

Also present: City Manager Gary Milliman and City Recorder Teri Davis

2. APPROVAL OF MINUTES -

a. Motion made by Angi Christian to approve the minutes of November 17, 2016, motion seconded by Bob Pieper and Committee voted; the motion carried unanimously.

3. PUBLIC COMMENT

a. None

4. ACTION ITEMS

- **a.** Charter Proposal Bob Pieper questioned the time-line of the TPAC recommended digital advertising proposal. His concerns are that the committee always gets the information too late for it to take action and meet deadlines. He asked when the committee would be deciding about the content of the various ads. City Manager Milliman reminded the group that it is their job to recommend how the TOT funds are spent, but it is staff's job to decide about content, etc.
- **b. Tourism Writer RFQ** City Manager Milliman advised that staff had sent out the Request for Qualifications. One response has been received thus far; but it is not ready for committee action yet.
- c. Oregon Coast Magazine Proposal City Manager Milliman advised that the deadline had passed to participate with the upcoming publication.
- d. Oregon Coast & Travel Oregon Publisher Advertising After investigation of the agenda packet attachments, it was determined that the deadlines for the spring editions had already passed. Bob Pieper commented that again it always seems like the committee is approached for advertising but unable to act upon it due to not being able to meet deadlines.

City Manager Milliman discussed how the Brookings system differs from that of Gold Beach where the City Manager has license to independently approve advertising expenditures. The Committee discussed the need for being more proactive in seeking advertising opportunities, and it desires to get on the schedule for the next round of publications. Additionally, the group discussed the possibility of enlisting other businesses or entities to share in the advertising efforts with the City.

5. INFORMATIONAL ITEMS

- a. City Council Action City Manager Milliman advised that City Council had approved the Charter Digital Advertising proposal recommended by TPAC.
- **b.** Harris Beach State Park Video Candice Michel gave an update on the status of the video.
- c. Azalea Festival Parade (non-agenda item) Tim Patterson addressed Barbara Ciaramello's City Council proposal regarding taking over the Azalea Festival Parade and asked that City Council consider this proposal. City Manager Milliman advised the proposal had only recently gone before City Council (December 12) and it was decided to wait and see what the Chamber of Commerce's plan were for the event before taking further action.
- **d. Budget & Internet Hit Info** The committee looked over the budget and internet hits documents provided. Funds available for advertising are \$3,280; funds available for events are \$6,357; funds available for capital are \$3,079.
- **e.** Mike Frederick of Chetco Brewing was asked to comment. He will provide an event evaluation for Oktoberfest at the next TPAC meeting. He asked if TPAC will continue to support Port events.
- 6. SCHEDULE NEXT MEETING Next meeting scheduled for Thursday, January 19th at 4 pm.
- **7. ADJOURNMENT -** no further business before the Committee, the meeting adjourned at 5:02 pm.

Respectfully submitted,

Tim Patterson, Chair

(approved at January 19, 2017 meeting)

MINUTES BROOKINGS PARKS AND RECREATION COMMISSION November 17, 2016

CALL TO ORDER

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

ROLL CALL

Present. Commissioners Trace Kather, Don Vilelle, Patt Brown, and Chair Tom Bozack

Absent: Commissioner Jay Trost

Also present: Parks/Tech Services Supervisor Tony Baron

APPROVAL OF MINUTES

A. Motion made by Commissioner Kather to approve the minutes of September 22, 2016; motion seconded by Commissioner Brown and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES – Tony Baron introduced new Public Works & Development Services Director Paul Stevens.

REGULAR AGENDA

- A. Mill Beach Access Memorial Bench Tony Baron presented agenda report and location map requesting a memorial donor bench at Mill Beach Access Point, with bench and installation to be paid for by requesting party. Motion made by Commissioner Brown to approve a memorial bench at Mill Beach; motion seconded by Commissioner Kather. Commissioner Vilelle questioned if this would lead to future memorial requests. Tony advised this is a piece of functional equipment with a small plaque of commemoration and is a way of people buying into the adopt-a bench program recently developed. Commission voted; the motion carried unanimously.
- B. Bird Houses in Parks Tony Baron presented agenda report and John Curtis provided bird and bird house details. Exact park locations yet to be determined on poles or trees. Motion made by Commissioner Vilelle to approve bird houses in parks; motion seconded by Commissioner Brown and Commission voted; the motion carried unanimously.
- C. Lions Club Lion Drinking Fountain Tony Baron presented agenda report. Lions advised that they will be donating the 4' high lion fountain and provide volunteer labor and equipment to install. There are funds in the current Parks budget to pave and enhance the general area. Motion made by Commissioner Vilelle to approve the installation of a Lions Club drinking fountain; motion seconded by Commissioner Brown and Commission voted; the motion carried unanimously.
- D. Lions Club Adopt Oasis Park Tony Baron presented agenda report and advised that "Adopt a Park" is a new program that encourages organizations to sponsor and maintain parks. Originally Oasis Park was a pocket park and minimal volunteer maintenance was expected but never materialized. Lions Club members have ideas to improve and maintain the area. Motion made by Commissioner Kather to approve Lions Club adoption of Oasis Park; motion seconded by Commissioner Vilelle and Commission voted; the motion carried unanimously.
- E. KidTown Swing Replacement Project Tony Baron presented agenda report and concerns about current KidTown condition. There is a West Family grant and funds in the current budget to replace swings. Plan to replace remaining structure and components over

- time. Components that require immediate attention are replaced as needed and staff inspects the structure several times a week. Motion made by Commissioner Brown to recommend to City Council the purchase of new swings at Kidtown swing; motion seconded by Commissioner Kather and Commission voted; the motion carried unanimously.
- F. Azalea Park Hazard Tree Removal Tony Baron presented agenda report and concerns about the hazard trees. Provided detailed maps of trees identified to be removed, replaced and/or improved upon. Organizations have volunteered to remove trees for the donation of the wood. Motion made by Commissioner Vilelle to recommend to City Council the removal of hazard trees identified by staff in Azalea Park; motion seconded by Commissioner Brown and Commission voted; the motion carried unanimously.

INFORMATION UPDATES/DISCUSSION ITEMS

A. Commissioner Term Updates - Tony reminded Commissioners Trost, Kather and Bozack that their terms are ending in February 2017 and to submit their renewal applications as soon as possible if they intend to reapply for their positions.

COMMISSIONER REPORTS/COMMENTS

- **A**. Commissioner Kather wondered if a crosswalk in area of the Botanical Garden and Azalea Park is a possibility. Tony to review further.
- **B.** Commissioner Villele requested the Commission appoint a new liaison to the Azalea Park Foundation (APF) that he currently fills and that he is hereby resigning as liaison to the group. He advises he does not feel the APF is a functional group, there are only three to four members on the committee and he is not kept advised of what is going on even though they recently voted him as president. Tony Baron to place on next meeting agenda.
- **C.** Commissioner Brown advised that she has spoken with a couple who regularly walk through Azalea Park and who are extremely supportive of the work on the azaleas that has taken place Indications are that the pruned azaleas are coming back.

ADJOURNMENT

Next meeting scheduled for January 26, 2017. With no further business before the Commission, the meeting adjourned at 7:58 pm.

Respectfully submitted,

Tom Bozack, Chair

(Approved at ____January 26, 2017 ___ meeting)

MINUTES BROOKINGS PLANNING COMMISSION October 4, 2016

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

Commissioners Present: Loren Rings, Bryan Tillung, Gerry Wulkowicz, Ray Hunter,

Joseph Vogl

Staff Present: Public Works Development Services Director - Paul Stevens; Planning Manager -

Donna Colby-Hanks; Administrator - Lauri Ziemer; Others Present: 3 audience members

PLANNING COMMISSION BUSINESS

Paul Stevens was introduced as the new Public Works Development Services Director. The Chair welcomed Commission Bryan Tillung back to the commission.

Commissioner Tillung was nominated for Vice-chair to serve the remaining proceedings in 2016. Commissioner Rings made a motion, seconded by Chair Wulkowicz, to elect Commissioner Tillung as Vice-chair. Motion passed by unanimous vote.

PUBLIC HEARINGS

Public hearing procedures were addressed by Chair Wulkowicz.

• Chair Wulkowicz opened the quasi-judicial hearing regarding File No. CUP-4-16.

File Description: In the matter of File No. **CUP-4-16**, a request for approval of a conditional use permit to operate a short term vacation rental at 840 Third Street, a 0.18 acre parcel located on Assessor's Map No. 41-13-06BA; tax lot 332. Applicant/owner Smithers. The criteria used to decide this matter are found in Section 17.124.170 - Short Term Rentals, Chapter 17.136 - Conditional Uses, and Section 17.20.040(Q) Single-Family Residential (R-1-6) Conditional uses of the Brookings Municipal Code (BMC). This is a Quasi-judicial hearing and the Planning Commission will make a decision on the matter.

There was no ex parte contact, bias or personal interest, or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:08pm. Planning Manager Colby-Hanks reviewed the staff report.

The applicant, Brandon Smithers, 860 Cameo Ct, Brookings stated that he was available to answer any questions.

There was no one in opposition and no interested parties. No participant requested additional time to submit materials and the applicant did not request additional time for written rebuttal. The public hearing was closed at 7:16pm.

The Commission agreed this was a straight forward short-term rental application. By a 5-0 vote (motion: Tillung, 2nd Vogl) the Planning Commission voted to approve File No. CUP-4-16 to allow a short-term rental to be operated in the single family dwelling located at 840 Third Street, based on the findings and conclusions stated in the staff report and subject to the conditions of approval.

Commissioner Wulkowicz made a motion to approve the final order, which was seconded by Commissioner Tillung. The final order was approved by unanimous vote.

• Chair Wulkowicz opened the quasi-judicial hearing regarding File No. CUP-5-16.

File Description: In the matter of File No. **CUP-5-16**, a request for approval of a conditional use permit to operate a short term vacation rental at 523 Railroad Street, a .13 acre parcel located on Assessor's Map No. 41-13-05CC; tax lot 1700. Applicant/owner Seymour. The criteria used to decide this matter are found in Section 17.124.170 - Short Term Rentals, Chapter 17.136 - Conditional Uses, and Section 17.28.040(R) Multiple-Family Residential (R-3) Conditional uses of the Brookings Municipal Code (BMC). This is a Quasi-judicial hearing and the Planning Commission will make a decision on the matter.

There was no ex parte contact, bias or personal interest, or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:18pm. Planning Manager Colby-Hanks reviewed the staff report.

The applicants, Randy Warren and Rhonda Seymour, 99898 South Bank Chetco River Road, Brookings stated that they were available to answer any questions.

There was no one in opposition and no interested parties. No participant requested additional time to submit materials and the applicants did not request additional time for written rebuttal. The public hearing was closed at 7:26pm.

By a 5-0 vote (motion: Tillung, 2nd Rings) the Planning Commission voted to approve File No. CUP-5-16 to allow a short-term rental to be operated in the single family dwelling located at 523 Railroad Street, based on the findings and conclusions stated in the staff report and subject to the conditions of approval.

Commissioner Tillung made a motion to approve the final order, which was seconded by Commissioner Vogel. The final order was approved by unanimous vote.

Chair Wulkowicz opened the legislative hearing regarding File No. LDC-1-16.

File Description: In the matter of File No. **LDC-1-16**, revision of BMC Section 17.124.170

Specific Standards Applying to Conditional Uses, Short-term rentals to disallow the permit approval to transfer upon sale of property. City initiated. The criteria used to decide this matter are found in Chapter 17.140 Amendments, of the BMC.

This is a legislative hearing and the Planning Commission will make a

recommendation to City Council on the matter.

There was no bias or personal interest, or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:28pm. Planning Manager Colby-Hanks reviewed the staff report.

Randy Warren, 99898 South Bank River Road, Brookings asked about how the proposed code revisions would affect short-term rentals with current approvals. The Chair explained that current short-term rentals would not be affected by the proposed changes.

There was no one in opposition and no interested parties. No participant requested additional time to submit materials. The public hearing was closed at 8:32pm.

Commissioner Vogel questioned whether it would be beneficial for the new owner to go through the entire conditional use permit process. Staff provided information regarding the minor change process that could be utilized. Vogel felt this would be a better option for any new owners and that they would need to apply within 6 months. The Planning Commission deliberated on the matter.

By a 5-0 vote (motion: Tillung, 2nd Wulkowicz) the Planning Commission voted to made a positive recommendation to City Council on File No. LDC-1-16 for revisions to BMC Section 17.124.170 Specific Standards Applying to Conditional Uses, Short-term rentals to have short-term rental approval be specific to the owner and a new owner would need to apply for a minor change permit within six (6) months.

APPROVAL of MINUTES

By a 4-0 vote (motion: Rings, 2nd Vogel) the Planning Commission approved the minutes of the August 2, 2016 Planning Commission meeting as presented. Commissioner Tillung abstained due to being absent from the meeting.

STAFF REPORT

Staff provided comments on two (2) county referrals; one for a flood plain permit and the other replat/partition. No applications have been received for the November Planning Commission meeting and it will be cancelled. Code updates were provided.

The draft of the update of the Transportation System Plan (TSP) should be provided mid-October. A public open house and committee meetings as well as a joint City Council/Planning Commission workshop is tentatively scheduled for November.

COMMISSIONER COMMENTS

Commissioner Rings stated that he had attended a training in Salem. He participated in one class that he felt was very beneficial. The class provided information on using the criteria to base decisions on. Some of the other discussions involved issues that were more relevant to larger cities in the Willamette Valley.

ADJOURNMENT

Meeting/adjourned at 7:50 pm/. Respectfully/submitted,

Gerald Wulkowicz, Chair of the Brookings Planning Commission

(Approved at the 02/07/2017 meeting)

City of Brookings Safety Committee 2016 Year Report

February 2, 2017

To Mayor, City Councilors, and City Manager Gary Milliman

The City of Brookings Safety Committee meets once a month and is made up of nine employees from each department to maintain and ensure workplace safety. Members are: Rob Breadon - Public Works, Jordan Fanning - Public Works, Chrissy Bevens—Public Works, Dennis Tippetts - Parks, Frank Dunn—WWTP, Travis Wright—Police, Jim Watson—Fire, Lu Ehlers - Finance, Lauri Ziemer—Public Works Admin

This past year committee members received Safety Committee training from a CIS insurance representative to make committee members aware of safety standards and requirements that need to be followed by the committee and monthly safety reviews that must be made. The committee has incorporated safety reviews into their monthly meetings.

Other items the committee has done during the year include:

Conducted quarterly safety inspections at the Wastewater Treatment Plant, Water Treatment Plant, Water Intake Facility, Public Works Yards, Parks and Swimming Pool, City Hall, Police, Fire, and EOC. Safety issues were noted and department heads notified of safety concerns. All items that can be corrected have been by the departments.

Conducted yearly fire drill evacuation for City Hall and Public Works employees—after which fire extinguisher and AED equipment use was demonstrated to all employees.

Reviewed Workers Comp Injury Reports and discussed ways to decrease possibility of incidents.

EOC Coordinator and Safety Committee Member Jordan Fanning led City employees through the "Great Shake Out" earthquake drill, followed by additional safety training.

Annual Respirator Screening Protection Program initiated to ensure health of Public Works employees and make them aware of possible medical issues before they become a problem.

Planning a 2017 Safety Day/Month Event for all employees to get annual safety trainings completed.

Check Register - Summary Check Issue Dates: 1/1/2017 - 1/31/2017

Page: 1 Feb 06, 2017 04:06PM

Report Criteria:

Report type: Summary

GL	Check	Check	Vendor		Check GL Account	Amount	
Period	Issue Date	Number	Number	Payee	CHECK GL ACCOUNT	Amount	
01/17	01/05/2017	78575	303	Associated Bag Company	25-00-2005	1,037.51	
01/17	01/05/2017	78576	993		25-00-2005	250.00	
01/17	01/05/2017	78577	5710	Avery, Opal	10-00-2005	208.00	
01/17	01/05/2017	78578	5712	Baldwin, Doug	10-00-2005	84.00	
01/17	01/05/2017	78579	5048	Brookings Harbor Medical Center	10-00-2005		
01/17	01/05/2017	78580	313	Brookings Vol Firefighters	10-00-2005	75.00	
01/17	01/05/2017	78581	715	Budge McHugh Supply	25-00-2005	2,250.00	
01/17	01/05/2017	78582	5070	Canon Solutions America	10-00-2005	1,420.56	
01/17	01/05/2017	78583	3834	Clean Sweep Janitorial Service	10-00-2005	75.15	
01/17	01/05/2017	78584	822	Coast Auto Center	10-00-2005	1,792.00	
01/17	01/05/2017	78585	4882	Coastal Heating & Air	10-00-2005	21.02	
01/17	01/05/2017	78586	1745		10-00-2005	561.15	
01/17	01/05/2017	78587		Curry Equipment		591.82	
01/17	01/05/2017	78588	166	Dan's Auto & Marine Electric	25-00-2005	149.90	
01/17	01/05/2017	78589	284	Day Management Corp	20-00-2005	495.77	
01/17	01/05/2017	78590	1	John Driver	10-00-2005	428.75	
01/17	01/05/2017	78591	1	Thomas Farrell	20-00-2005	196.40	
01/17	01/05/2017	78592		Financial Pacific Leasing	20-00-2005	103.46	
01/17	01/05/2017	78593	5432	and the second of the second o	10-00-2005	4,031.88	
01/17	01/05/2017	78594	298	Freeman Rock, Inc	25-00-2005	812.99	
01/17	01/05/2017	78595	4646	Frontier	50-00-2005	1,907.14	
01/17	01/05/2017	78596		Globalstar USA	30-00-2005	531.25	
01/17	01/05/2017	78597	5065		10-00-2005	607.64	
01/17	01/05/2017			Gold Beach Lumber	25-00-2005	49.98	
)1/17	01/05/2017	78598 78599	269	Grainger	25-00-2005	206.40	
1/17	01/05/2017		167	Hach Company	25-00-2005	488.48	
1/17		78600	139	Harbor Logging Supply	10-00-2005	88.04	
	01/05/2017	78601	199	Richard Harper	10-00-2005	400.00	
)1/17	01/05/2017	78602	4171	In-Motion Graphics	10-00-2005	115.20	
1/17	01/05/2017	78603	162	Kerr Hardware	10-00-2005	1,153.99	
1/17	01/05/2017	78604	328	Les Schwab Tire Center	20-00-2005	- 979.80	
1/17	01/05/2017	78605	4269	Milliman, Gary	10-00-2005	67.50	
1/17	01/05/2017	78606		Motorola	10-00-2005	4,150.78	
11/17	01/05/2017	78607	685	Neilson Research Corporation	25-00-2005	629.55	
1/17	01/05/2017	78608	3561	Oil Can Henry's	10-00-2005	46.48	
)1/17	01/05/2017	78609	279	One Call Concepts, Inc	20-00-2005	27.72	
1/17	01/05/2017	78610	5713	Orozco, Gabriel	10-00-2005	208.00	
1/17	01/05/2017	78611	5655	Pacific Excavation Inc	53-00-2005	246,368.00	
1/17	01/05/2017	78612	322	Postmaster	25-00-2005	850.00	
1/17	01/05/2017	78613		Postmaster	10-00-2005	215.00	
11/17	01/05/2017	78614	207	Quill Corporation	10-00-2005	1,061.30	
1/17	01/05/2017	78615	1840	Rogue Credit Union	50-00-2005	2,497.61	
1/17	01/05/2017	78616	2738	Taser International	10-00-2005	192.94	
1/17	01/05/2017	78617	5714	Tilman, Rudy	10-00-2005	105.00	
1/17	01/05/2017	78618	4636	University Enterprises, Inc.	25-00-2005	117.00	
1/17	01/05/2017	78619	2863	Verizon Wireless	10-00-2005	629.20	
1/17	01/05/2017	78620	861	Village Express Mail Center	10-00-2005	12.09	
1/17	01/05/2017	78621		Cardmember Service	32-00-2005	3,388.52	
1/17	01/05/2017	78622	169	Waste Connections Inc	10-00-2005	132.40	
1/17	01/05/2017	78623	5290	Wire Works LLC	10-00-2005	20.00	
1/17	01/05/2017	78624		Xylem Water Solutions USA, INC	25-00-2005	10,814.55	
1/17	01/05/2017	78625		Yoder, Caleb	10-00-2005		
	01/05/2017	78626		Zumar Industries Inc	15-00-2005	208.00 483.24	
		78627	882	1 C C C C C C C C C C	10-00-2000	400.24	

Check Register - Summary
Check Issue Dates: 1/1/2017 - 1/31/2017

Page: 2 Feb 06, 2017 04:06PM

				Official Issue Dates. 1/1/2017		Feb 06, 2017 04	1:06PM
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
01/17	01/12/2017	78628	1314	Bernie Bishop Mazda	25-00-2005	1,213.15	
01/17	01/12/2017	78629	4939	BI- Mart Corporation	25-00-2005	276.92	
01/17	01/12/2017	78630	4363	Black & Rice LLP	10-00-2005	2,780.38	
01/17	01/12/2017	78631	5070	Canon Solutions America	10-00-2005	529.08	
01/17	01/12/2017	78632	528	Caselle, Inc	49-00-2005		
01/17	01/12/2017	78633	3015	Charter Communications	10-00-2005	1,000.00	
01/17	01/12/2017	78634	3834	Clean Sweep Janitorial Service	25-00-2005	694.96	
01/17	01/12/2017	78635	183	Colvin Oil Company	10-00-2005	225.00	
01/17	01/12/2017	78636	182			1,887.58	
01/17	01/12/2017	78637	5709	Dan's Photo	57-00-2005	9,580.73	
01/17	01/12/2017	78638	5715	Sue Darger	10-00-2005	10.00	
01/17	01/12/2017	78639	259	Da-Tone Rock Products	30-00-2005	180.00	
01/17	01/12/2017	78640	317	DCBS - Fiscal Services	50-00-2005	1,106.17	
01/17	01/12/2017	78641	1	Daniel & Pam Welburn	10-00-2005	323.32	
01/17	01/12/2017	78642	3342	Fastenal	20-00-2005	300.00	
01/17	01/12/2017	78643	2186		25-00-2005	94.81	
01/17	01/12/2017	78644	153	Ferguson Enterprises Inc #3011	20-00-2005	136.07	
01/17	01/12/2017	78645		Ferreligas	25-00-2005	1,303.16	
01/17	01/12/2017	78646	4646	Frontier	30-00-2005	109.94	
01/17	01/12/2017		5657	Gold Form & Label Company	25-00-2005	1,945.57	
01/17	01/12/2017	78647		Gowman Electric, Inc	10-00-2005	329.45	
01/17		78648	5085	L-Com Global Connectivity	49-00-2005	74.85	
	01/12/2017	78649		Methodworks	25-00-2005	2,096.00	
01/17	01/12/2017	78650	5716	Mallory Morrison	30-00-2005	180.00	
01/17	01/12/2017	78651	4893	National Diamond Enterprises, LLC	25-00-2005	594.00	
01/17	01/12/2017	78652	4487	Net Assets Corporation	10-00-2005	310.00	
01/17	01/12/2017	78653	5008	Online Information Services	10-00-2005	119.86	
01/17	01/12/2017	78654		O'Reilly Automotive, Inc	20-00-2005	45.51	
01/17	01/12/2017	78655	252	Paramount Pest Control	10-00-2005	100.00	
01/17	01/12/2017	78656	866	Pitney Bowes Global Financial, LLC	10-00-2005	249.00	
01/17	01/12/2017	78657	378	Quality Control Services	25-00-2005	725.00	
01/17	01/12/2017	78658	5029	RPM Powder Coating	10-00-2005	130.00	
01/17	01/12/2017	78659	380	Stadelman Electric Inc	10-00-2005	3,616.84	
01/17	01/12/2017	78660	169	Waste Connections Inc	10-00-2005	1,608.63	
01/17	01/19/2017	78661	4734	Aramark	25-00-2005	2,375.80	
01/17	01/19/2017	78662	4734	Aramark Uniform Services	10-00-2005	A STATE OF THE STA	
01/17	01/19/2017	78663	2407	Blue Star Gas	10-00-2005	144.35	
01/17	01/19/2017	78664		Blumenthal Uniforms & Equipment	10-00-2005	102.00	
01/17	01/19/2017	78665		Brookings Harbor Medical Center		136.29	
01/17	01/19/2017	78666		Coast Auto Center	25-00-2005	200.00	
01/17	01/19/2017	78667		Davis Wright Tremaine LLP	10-00-2005	1,148.39	
01/17	01/19/2017	78668		Ima Alsop	10-00-2005	1,062.50	
01/17	01/19/2017	78669		Scott Barbour	20-00-2005	73.23	
01/17	01/19/2017	78670		Michael Bowen	20-00-2005	79.88	
01/17	01/19/2017	78671		Brian Marmas	20-00-2005	4.56	
01/17	01/19/2017	78672			20-00-2005	52.57	
01/17	01/19/2017	78673		Stephen Napoli	20-00-2005	18.28	
01/17	01/19/2017			Marianne Padilla	20-00-2005	16.81	
01/17		78674		Irving & Audrey Tillung	20-00-2005	27.94	
	01/19/2017	78675		Connie Wilson	20-00-2005	34.08	
01/17	01/19/2017	78676		Don Kirk Construction Inc	15-00-2005	4,014.00	
	01/19/2017	78677		Dyer Partnership Inc., The	54-00-2005	7,696.84	
	01/19/2017	78678		Frontier	25-00-2005	1,022.37	
	01/19/2017	78679		Full Spectrum Landscaping Inc	50-00-2005	9,540.00	
	01/19/2017	78680	269	Grainger	25-00-2005	192.14	
	01/19/2017	78681	198	Grants Pass Water Lab	10-00-2005	336.00	
01/17	01/19/2017	78682	4171	In-Motion Graphics	10-00-2005	437.50	
01/17	01/19/2017	78683	4980	Secure	10-00-2005	33.00	
					10 00 2000	00.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
01/17	01/19/2017	78684	5720	JPMorgan Chase Bank NA	10-00-2005	101.06	
01/17	01/19/2017	78685	5085	L-Com Global Connectivity	49-00-2005	104.96	
01/17	01/19/2017	78686	2834	Kelby McCrae		209.24	
01/17	01/19/2017	78687	5721	National Crime Investigation & Training	10-00-2005	100.00	
01/17	01/19/2017	78688	3159	NorthCoast Health Screening	10-00-2005	526.00	
01/17	01/19/2017	78689	5719	Pipeline Products Inc	10-00-2005	140.00	
01/17	01/19/2017	78690	5101	Pitney Bowes Reserve Acct	10-00-2005	524.23	
01/17	01/19/2017	78691	207	Quill Corporation	10-00-2005	500.00	
01/17	01/19/2017	78692	3	Premier Property Management	10-00-2005	294.20	
01/17	01/19/2017	78693	4815	Rexel, Inc	20-00-2005	61.30	
01/17	01/19/2017	78694	3309	Roberts & Associates	10-00-2005	995.94	
01/17	01/19/2017	78695	5681	Robertson Sherwood Architects PC	50-00-2005	1,200.00	
01/17	01/19/2017	78696	380	Stadelman Electric Inc	50-00-2005	1,495.30	
01/17	01/19/2017	78697	2738	Taser International	25-00-2005	2,945.60	
01/17	01/19/2017	78698	142	Tidewater Contractors Inc	10-00-2005	4,362.47	
01/17	01/19/2017	78699	861		25-00-2005	400.00	
01/17	01/19/2017	78700		Village Express Mail Center	10-00-2005	11.03	
01/17	01/19/2017	78700	151	Western Communications, Inc.	10-00-2005	97.03	
01/17	01/19/2017		4694	Travis Wright	10-00-2005	84.00	
		78702	4694	Travis Wright	10-00-2005	106.00	
01/17	01/26/2017	78703	255	Batteries Plus	25-00-2005	123.24	
01/17	01/26/2017	78704	5552	Chrissy Bevens	10-00-2005	47.87	
	01/30/2017	78705	5552		10-00-2005	.00	V
	01/26/2017	78706	4827	Boldt, Carlisle & Smith LLC	75-00-2005	2,175.00	
	01/26/2017	78707	3469	Brenntag Pacific Inc	20-00-2005	6,859.02	
	01/26/2017	78708	5048	Brookings Harbor Medical Center	25-00-2005	200.00	
01/17	01/26/2017	78709	416	Brookings Lock & Safe Inc	25-00-2005	68.00	
01/17	01/26/2017	78710	528	Caselle, Inc	25-00-2005	6,805.67	
01/17	01/26/2017	78711	212	Chem Quip Inc	25-00-2005	425.58	
01/17	01/26/2017	78712	5534	Chet's Garden Center	25-00-2005	404.87	
01/17	01/26/2017	78713	822	Coast Auto Center	10-00-2005	89.90	
01/17	01/26/2017	78714	1740	Code Publishing Company Inc	10-00-2005	252.45	
01/17	01/26/2017	78715	183	Colvin Oil Company	25-00-2005	3,135.61	
01/17	01/26/2017	78716	182	Coos-Curry Electric	15-00-2005	461.78	
01/17	01/26/2017	78717	2384	Curry County Road Dept	15-00-2005	3,228.79	
01/17	01/26/2017	78718	5556	Del Norte Economic Development Corp	10-00-2005	40.00	
01/17	01/26/2017	78719	1	Allison Peck	20-00-2005	124.01	
01/17	01/26/2017	78720	371	Dept. of Environmental Quality	25-00-2005	405.00	
01/17	01/26/2017	78721	5156	Desi's Tree Trimming	20-00-2005	250.00	
01/17	01/26/2017	78722		Dyer Partnership Inc., The	57-00-2005		
01/17	01/26/2017	78723		Ferguson Enterprises Inc #3011	20-00-2005	13,421.14	
01/17	01/26/2017	78724		Freeman Rock, Inc		1,982.78	
	01/26/2017	78725		Fry Specialty Inc	50-00-2005	931.28	
	01/26/2017	78726		GCB Automation and Marine LLC	50-00-2005	4,075.00	
	01/26/2017	78727		Geotechnical Resources, Inc	25-00-2005	1,306.42	
	01/26/2017	78728		Gowman Electric, Inc	15-00-2005	3,690.00	
	01/26/2017	78729		35/1841.1943.15 (CO2+4-14-A0049/1945049-100-1058-4-4-4-A0049/1945-4-4-A0049/1945-4-4-A0049/1945-4-4-A0049/194	50-00-2005	5,299.00	
	01/26/2017			Industrial Electric Arcata, Inc.	25-00-2005	9,307.00	
		78730		JB's Painting & Drywall, LLC	50-00-2005	1,600.00	
	01/26/2017	78731		Muffler & More	50-00-2005	150.00	
	01/26/2017	78732		Northern California Glove	25-00-2005	361.83	
	01/26/2017	78733		Northwest Playground Equipment Inc	50-00-2005	6,224.20	
	01/26/2017	78734		OGFOA	10-00-2005	300.00	
	01/26/2017	78735		Oregon Mayors Association	10-00-2005	132.00	
	01/26/2017	78736		Quality Fast Lube & Oil	10-00-2005	25.00	
	01/26/2017	78737	5427	Rescue Solutions International Inc	10-00-2005	62.00	
	01/26/2017	78738	2125	State of OR Water Resources Dept	20-00-2005	575.00	
01/17	01/26/2017	78739	5167	Trojan Technologies	25-00-2005	756.37	

City of E	Brookings			Check Register - Sur Check Issue Dates: 1/1/201		Page: 4 Feb 06, 2017 04:06PM
GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
G	rand Totals:					446,433.20
[Dated:					
City C	ouncil:			· · · · · · · · · · · · · · · · · · ·		
	410-00-0					
City Red	corder:					
Report C	riteria: ort type: Sumi	marv			-	



CURRY TRANSFER & RECYCLING

Recycle Collection

Curbside Recycle Collection Available to:	Population Base				
All City Limits in Curry County	9,722				
All Urban Growth Areas	6,000				
Nesika Beach	450				
Recycle Depots at All Transfer-Sites	22,364 Curry County population				
Commercial Recycling (Cardboard, Commingle, Paper)	Available to all businesses within the City Limits and Urban Growth boundaries				

Total MSW & Recycle Tons Reported

	2016	2015	2014	2005
Total Landfill Tons- Dry Creek	19,032	17,103	15,709	22,189
			fewest tons	peaked
CTR Recycle Tons	3,204	2,890	2,911	2,426
Other County Tons	Data released 10/2017	2,536	2,837	1,566
Total Recycle Material Reported		5,426	5,748	3,992
Total Tons Reported		22,529	21,457	26,181
Percentage Recovered From		,	·	
Landfill		24.1%	27%	15%
County Goal 30%				

Collection

- CTR- Seven residential and business office paper/commingle routes
- CTR- Commercial route- cardboard and commingle dumpsters
- CTR- Roll-off collection- cardboard compactors
- CTR- Tires, Metal, E-Waste, Motor Oil, Batteries
- Ray's & Bi-Mart Cardboard –backhaul their own
- Bottle and Aluminum Cans at Grocery Markets
- Local Business: Motor oil, Grease, Tires, Metal, Batteries

What May Not be Captured

- Metal from Metal Scrappers 1,000+ tons
- Recycle material taken out of the County
- Grease collected by rendering companies

CURRY WASTESHED		
Material	Tons2015	Tons2014
Aluminum	84	98
Animal Waste/grease	9	(
Antifreeze	12	15
Cardboard/Kraft	2,372	2,351
Electronics	115	132
Glass Containers	603	724
Lead Acid Batteries	47	60
Mixed Batteries	0	(
Paint	17	14
Paper Fiber	569	630
Plastic Film	2	3
Plastic Other	4	(
Rigid Plastic Cont.	98	88
Scrap Metal - Other	1,131	1,231
Solvents	0	(
Tinned Cans	17	16
Tires	127	106
Used Motor Oil	219	234
Yard Debris	0	45
Total Recovery	5,426	5,748
Disposal	17,103	15,709
Calculated Rate	24.1%	27%
2015 2% Credits	0.0%	0.0%
2015 Total Recovery Rate	24%	27%

CTR	Other	CTR	Other
2015	2015	2014	2014
6	78	6	92
	9		0
	12		15
1,226	1,146	1,104	1,247
62	53	132	0
308	295	440	284
1	46	1	59
	0		0
	17		14
570	0	630	0
2	0	3	0
4	0		0
31	67	38	50
620	511	434	797
	0		0
17	0	16	0
29	98	47	59
14	205	14	220
	0	46	0
2,890	2,536	2,911	2,837

Large metal processor did not report recovered material

Note: Packaging improvements/ lighter material i.e. plastic vs glass

2017 Changes

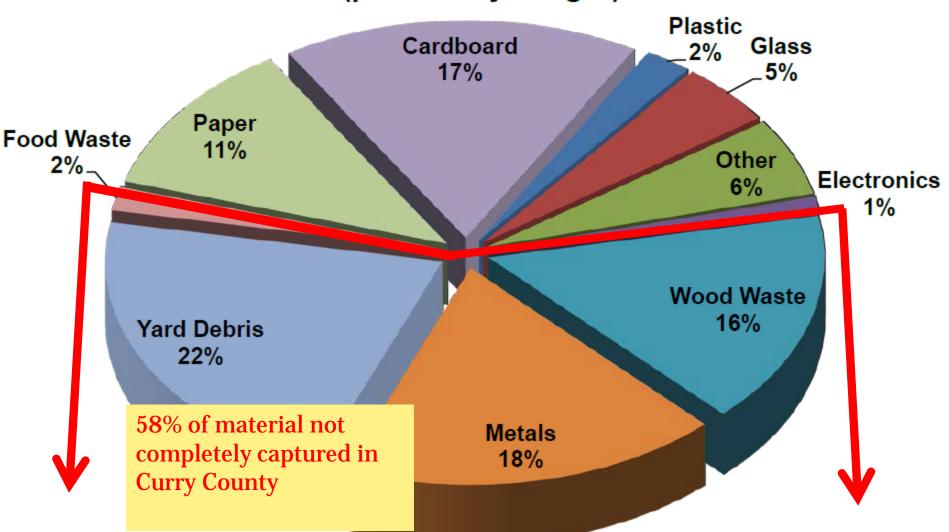
Potential Impact

- Fred Meyers hauling their own cardboard
- Ray's, Brookings- loss of cardboard
- Del Norte- changes in recycling programs
- CTR will propose roll-cart recycling
- CTR researching alternatives to yard waste disposal
- Education- City & County website links/ CTR website



The chart below shows major categories of materials recovered in 2015 and the percentage of total recovery (by weight) for each category. Specific materials included in these categories are listed on page 7.





		Pounds Per		
Waste Shed	2015 Tons Recovered	Capita	Population	Miles to Mkt
Wheeler	80	110	1,445	85
Lake	837	209	8,010	303
Grant	1,039	280	7,430	276
Sherman	252	281	1,790	122
Harney	1,079	296	7,295	312
Wallowa	1,121	316	7,100	348
Jefferson	3,978	354	22,445	63
Coos	12,444	395	62,990	239
Crook	4,378	415	21,085	195
Malheur	6,718	427	31,480	407
Klamath	15,294	456	67,110	275
Columbia	11,771	467	50,390	53
Curry	5427	483	22,470	343
Union	6,735	506	26,625	274
Baker	4,208	512	16,425	303
Wasco	6,853	520	26,370	97
Douglas	32,530	592	109,910	193
Hood River	7,771	641	24,245	63
Milton-Freewater	2,841	718	7,916	238
Tillamock	9,330	726	25,690	72
Morrow	4,445	764	11,630	186
Josephine	32,730	782	83,720	253
Benton	33,309	805	82,738	99
Lincoln	19,465	824	47,225	130
Umatilla	29,786	836	71,250	181
Yamhill	44,969	861	104,478	40
Polk	35,051	902	77,722	71
Jackson	97,393	923	210,975	279
Linn	59,453	927	128,321	31
Deschutes	83,381	977	170,740	181
Gilliam	1,067	1080	1,975	157
Clatsop	20,995	1112	367,750	78
Lane	242,755	1341	362,150	135
Marion	239,926	1456	329,576	64
Metro	1,304,438	1495	1,745,385	0

Oregon County Recovery Tons

Sorted by Pounds Per Capita

Yellow highlights represent rural counties off I-5 corridor but not necessarily off major trucking lanes

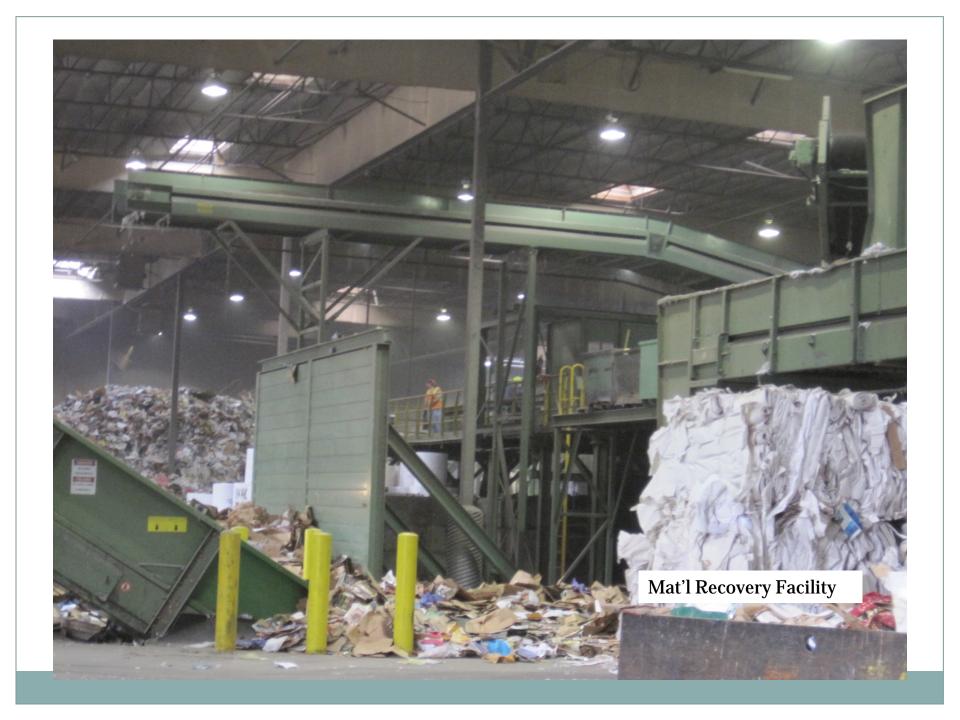
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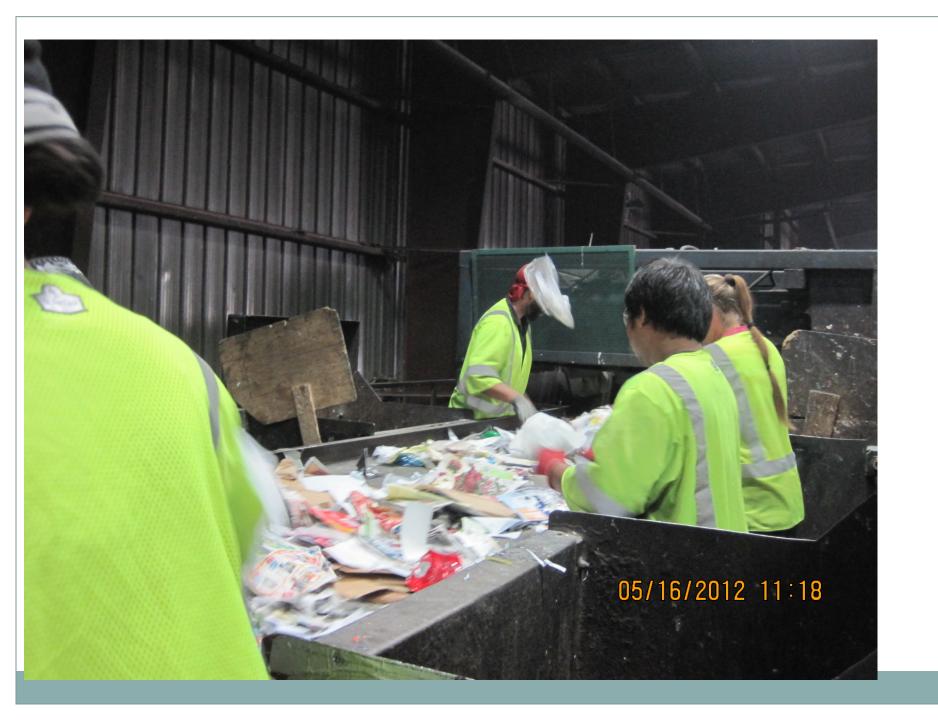
http://www.deq.state.or.us/lq/pubs/docs/sw/2015MRWGratesReport.pdf

Transporting Material To Processors

- Longview, WA
- Portland
- Clackamas
- Toledo
- Medford











Community Outreach

- Tours
- Presentations
- Website- currytransferrecycling.com
- Bill messaging
- News articles
- Radio
- Event exhibits
- County Fair
- City and County website links
- Solid Waste & Recycling Advisory Committee



CLASS OF 2028

www.currytransferrecycling.com



	2015 Tons	Pounds Per		Miles to
Waste Shed	Recovered	Capita	Population	Mkt
Wheeler	80	110	1,445	85
Lake	837	209	8,010	303
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Tillamock	9,330	726	25,690	72
Morrow	4,445	764	11,630	186
Josephine	32,730	782	83,720	253
Benton	33,309	805	82,738	99
Lincoln	19,465	824	47,225	130
Umatilla	29,786	836	71,250	181
Yamhill	44,969	861	104,478	40
Polk	35,051	902	77,722	71
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Oregon County Recovery Tons

Sorted by Pounds Per Capita

Yellow highlights represent rural counties off I-5 corridor but not necessarily off major trucking lanes

Source:

http://www.deq.state.or.us/lq/pubs/docs/sw/2015MRWGratesReport.pdf

Commodity Activity Y0Y

					o			_							Total	
Voor	Comm	Matal	Maura		Offic	Diantia	Class	E-	Fred	Tires	0:1	Do44	December	Landfill	Tons/Landfill	•
Year	Comm	Metal			е	Plastic			Meyer		Oil	Batt	Recovery	Tonnage	& Recovered	
2004	26	400	543	1204	96	38	250			35	15	4	2,611	20,382	22,993	13%
2005	15	442	592	1167	149	61	250			35	15	4	2,730	22,189	24,919	12%
2006	369	601	325	1112	42	35	425			53	2	2	2,966	21,691	24,657	14%
2007	608	1402	251	690	47	10	210		365	93	6	2	3,684	21,141	24,825	17%
2008	573	540	251	523	62	14	230		444	49	15	1	2,702	19,310	22,012	14%
2009	560	520	195	639	50	9	212		480	14	16	7	2,702	16,840	19,542	16%
2010	671	501	168	685	0	0	215	37	428	20	15	4	2,744	16,794	19,538	16%
2011	763	373	115	631	0	0	212	88	365	14	16	7	2,584	16,481	19,065	16%
2012	651	441	117	533	0	1	420	36	529	32	14	0	2,773	16,224	18,997	17%
2013	642	456	141	647	0	0	415	64	466	39	13	0	2,883	16,183	19,066	18%
2014	654	434	158	676	0	0	440	132	428	47	14	0	2,921	15,709	18,630	19%
2015	693	620	91	741	0	0	308	62	385	29	14	1	2,900	16,955	19,855	17%
YTD 2016	804	530	25	752	0	0	216	97	221	30	15	1	2,645	16,067	18,712	16%
2016 projected	936	630	25	884	0	0	285	110	250	30	15	1	3,120	18,666	21,786	17%

From: <u>Catherine Wiley</u>

To: jpieper@brookings.or.us; gmilliman@brookings.or.us; Teri Davis

Cc: scott graves

Subject: Agenda 02/13/2017 City Council Meeting
Date: Sunday, February 12, 2017 9:53:14 PM

To: Brookings City Council From: Catherine Wiley

Re: False & Divisive "Information"

I request that this email be entered into the public record regarding the City Council meeting 2/13/17; Agenda Item 6. Staff Reports, e. Curry County Veterans Office Budget Cuts. The Brookings City Council meeting notice was sent out one week *after* the Curry County BOC meeting 2/1/17, and on the same date as the <u>Curry County Reporter</u>'s front page article, "Commissioners play to a packed house-vet cuts termed baseless". The link to the BOC meeting is provided below.

Aside from grossly erroneous "typos", (i.e. "MORE INO", FY2105, etc., etc.) the content of Ms.Hunter's correspondence is false, biased and divisive. It is a shame that such blatantly false information is even considered for inclusion in the City Council Agenda. It appears that Ms. Hunter's self appointment to V.A. issues has become more of a derisive bully pulpit, used to attack and arouse animosity with false information.

It is hoped that public policies and procedures would prohibit such falsehoods from inclusion/consideration in future City Council meetings.

Thank you for your consideration, Catherine Wiley

LINK:

Click on "1 February" and you see "Wednesday, February 1, 2017 – Curry County Board of Commissioners 10:00 a.m. General Meeting

You will see "Agenda" "Meeting Packet" "Video"

Scroll over "Video" and click on that link which is the streaming "Video of Demand" of the February 1, 2017 Board of Commissioner General Meeting.

You will then see a screen with "Coming UP... Board of Commissioners General Meeting – February 1, 2017

Click on the "Arrow" in the center of the screen to begin the video.

Once the video begins, with your mouse click and "drag" the video time to about 56 ½ minutes. Watch the next seven minutes to 1 hr 3 ½ minutes. The comments from the Curry County Veteran Service Officer Tony Voudy were based on false unfounded "rumors".

(In paragraph five of her February 2, 2017 email to members of the Brookings City Council and City Manager, Ms. Hunter continues with FALSE accusations based on the unfounded rumors referred to above.)

From: City Council < <u>listserv@civicplus.com</u>>
Sent: Wednesday, February 8, 2017 11:32 AM

To: cwileywoods@hotmail.com

Subject: New Agenda 02/13/2017 For or-brookings.civicplus.com

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