

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, May 22, 2017, 7:00pm**

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

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Staff Reports**

1. Parks Special Event Policy [Parks, Pg. 3]
  - a. Special Events Policy [Pg. 4]
2. Regional Solutions Grant Agreement [Planning, Pg. 12]
  - a. Grant Agreement [Pg. 13]
3. Go! App and Magazine Advertising funding [City Recorder, Pg. 20]
  - a. Proposal from Pilot [Pg. 22]
  - b. Go! Magazine Cover [Pg. 25]
  - c. Mobile App screen capture [Pg. 26]
4. Fireworks Contribution [City Manager, Pg. 27]
  - a. Email from Ciaramella [Pg. 28]
5. Fujita Sword Memorandum of Understanding [City Manager, Pg. 29]
  - a. Memorandum of Understanding [Pg. 30]
6. Franchise Fees [City Manager, Pg. 36]
7. Housing Needs Assessment [City Manager, Pg. 40]
  - a. Letter from Coos Curry Community Housing Coalition [Pg. 42]
  - b. Proposal from South Coast Development Council [Pg. 43]

#### **E. Oral Requests and Communications from the audience**

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

#### **F. Resolutions**

1. Master Fee Schedule [City Recorder, Pg. 48]
  - a. Resolution 17-R-1103 [Pg. 49]
  - b. Master Fee Schedule Revisions [Pg. 50]

#### **G. Consent Calendar**

1. Approve Council minutes for May 8, 2017 [Pg. 57]
2. Approve Council minutes for May 15, 2017 [Pg. 62]
3. Accept Joseph Vogl resignation from Planning Commission [Pg. 64]
4. Receive monthly financial report for April 2017 [Pg. 65]

#### **H. Remarks from Mayor and Councilors**

1. Council Liaison Reports

## **I. Adjournment**


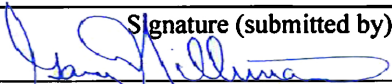
\*Obtain Public Comment Forms and view the agenda and packet information on-line at [www.brookings.or.us](http://www.brookings.or.us), at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

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: May 22, 2017

Originating Dept: Parks

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Special Event Policy

Recommended Motion: to adopt the Special Event Policy

Financial Impact: None

Reviewed by Finance & Human Resources Director: 

Background/Discussion: At the March 6, 2017 workshop, City Council directed staff to draft a Special Event Policy in order to establish procedures for large events and events that occur into the evening beyond normal park use hours.

A policy was drafted to address logistical problems and safety concerns associated with larger events that occur in both day and night time and that are not normally addressed through our regular Park Use Permit process. City Council reviewed the policy at a Workshop on April 3, 2017 and surmised the language in it was over reaching and prohibitive.

Staff then presented the draft policy to the Parks and Recreation Commission on April 27, 2017. At that meeting Mike Fredrick, who is a regular event organizer at Azalea Park, was given an opportunity to address portions of the draft policy and offer suggestions. The Parks and Recreation Commission is recommending City Council consider approving the Special Event Policy with the suggested revisions by Fredrick and Council.

Staff implemented the suggested revisions and is now presenting a Special Event Policy for final adoption.

The Special Event Policy will apply when:

- Events have more than 500 people
- Events where alcohol is served by a vendor
- Events where amplified sound occurs beyond regular park hours
- Events that occur beyond regular park use hours
- Events are longer than 6 hours

Attachments:

- a. Special Event Policy

# **Special Event Policy**

**City of Brookings**  
**Parks and Recreation Department**



Wild Rogue Relay 2016

## **POLICY STATEMENT**

The purpose of a Special Event Policy (Policy) is to support and facilitate the process of administering large events that offer a valuable public purpose, such as the promotion of tourism and/or economic development, or the provision of recreational, informational, or enriching activities that benefit the greater Brookings community. It is further the policy of the City of Brookings (City) to ensure that the necessary public support that must be provided to outside organizations to ensure the safe and effective operation of large special events will not be subsidized by Brookings citizens.

## **GENERAL**

The Policy applies to facility use requests that will attract more than 500 participants, include the sale of alcoholic beverages or require the exclusive use of an entire City park and associated parking lots. Events with promoters, organizers and event producers who prepare events and activities in which the City is a co-sponsor will be negotiated on a case-by-case basis. Depending upon the nature of a proposed co-sponsored event, policy and fees outlined in the Special Event Policy may or may not apply. The policy is administered by the City.

Permits for events of the size and nature described above will be considered for approval only for Azalea Park, Chetco Point Park, Stout Park, Bud Cross Park or suitable Public Open Space. Events that occur beyond normal park use hours are required to be completed (including clean up) to later than 11:00 PM.

The policy is adopted to guide the use of City parks for large special events. Approval for any events will not be considered final until a Special Event Park Use Permit is signed, all fees and deposits are paid, necessary permits are obtained and appropriate certificates of insurance are filed with the City.

Application for a Special Event Use Permit under the policy must be filed at least 30 days prior to the date of the event. All plans requiring approval must be submitted to the city at least 14 calendar days prior to occupying the park. A \$500 expedited plan review fee shall apply if the City accepts a late Plan. The additional fee must be paid at the time the Plan is submitted. In the interest of protecting public safety and City property, the City may elect to apply special conditions to its approval of a Special Event Use Permit application, such as a restriction on the location that may be utilized for the event and limitations on the days and hours that the event may be open to the public.

## **EVENT NARRATIVE**

The event organizer will be required to provide a written narrative, which fully describes the nature of the event, including the days and hours of operation, anticipated attendance, an explanation of each event activity, and the number of vendors.

## **EVENT AREA**

The event location (park) and the exact area within a park, for the event operation will be agreed upon between the City and the event organizer. However, if mutually agreeable terms cannot be reached, the City's decision on the location and park area shall be final.

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**CONTACT PERSON**

Event organizers will ensure that the specified contact person(s) for the event shall remain on site and be available during the entire period of the event. The City will supply the event organizer with a telephone number for a designated contact. Off hours emergency contact shall be through police dispatch.

**RENTAL FEES**

Event organizers shall pay the City the appropriate rental fee(s), as established by City Council Ordinance (Master Fee Schedule). The event organizer shall remit payment of the rental fee to the City upon execution of a Special Event Park Use Permit.

**SECURITY DEPOSIT**

Upon execution of a Special Event Park Use Permit, event organizers shall deposit with the City a sum equal to the first day's park use fee as a security deposit to be applied toward the cost of repairing damages to the park or to the City property caused by the event organizer or event participants, or to remedy other default under the permit. As special circumstances arise, the City may require security deposits in excess of a sum equal to the first day's park use fee. Within thirty (30) days following the event, the City shall either refund the security deposit to the event organizer or shall provide the event organizer a written accounting stating the basis of the City's claim to all or part of the security deposit. If costs of repairing damages to the park exceed the amount of the security deposit, the event organizer will be assessed the charges for all excess costs.

**GROUND SET- UP PLAN**

Event organizers shall be required to submit a Ground Setup Plan to the City for approval at least fourteen (14) calendar days prior to occupying the park. The City, at its discretion, may elect to accept a Ground Setup Plan not meeting the (14) fourteen calendar days requirement.

Ground Set-up Plan shall specify the location of:

- A. All temporary fence lines including entrance gates, emergency exits and access lanes and service entrances
- B. Rides and attractions
- C. First Aid stations
- D. All food and beverage and other vending locations
- E. Utility vehicle, ambulance and event truck parking
- F. Ticket sales booths
- G. Security personnel
- H. Portable toilets
- I. Areas where propane gas will be used
- J. Stages for entertainment and amplified sound
- K. Supplemental lighting
- L. Power generators
- M. Pedestrian circulation routes

The Ground Set-up Plan is subject to review by the City. The City will respond to the Ground Setup Plan within seven (7) calendar days of its receipt. The response will indicate approval, approval with conditions or rejection. If the Plan is rejected, the City will explain the reasons for rejection to the event organizer and provide a deadline for a revision of the Plan to be re-submitted.

The Special Event Park Use Permit is not valid without an approved Ground Set-up Plan. The event organizer shall abide by the approved Ground Set-up Plan as a condition of the Permit.

### **PARKING PLAN**

Event Organizers shall be required to submit a Parking Plan for the City's approval at least fourteen (14) calendar days before occupying the park and shall:

- Identify all designated parking areas, including those located off-site.
- Describe the measures that the event organizer has taken to reduce on-street parking in surrounding neighborhoods.
- Document agreements with off-site parking lot owners to park cars for the event and any agreements with a bus or transit company to shuttle event attendees to and from the site.
- If utilized, shall include shuttle schedules, routes, pick up and drop off locations at the off-site parking lots and the park where the event is taking place.

The City, at its discretion, may elect to accept a Parking Plan not meeting the (14) fourteen calendar days requirement.

The City will respond to the Parking Plan within seven (7) calendar days of its receipt. The response will indicate approval, approval with conditions or rejection. If the Plan is rejected, the City will explain the reasons for rejection to the event organizer and provide a deadline for a revision of the Plan to be re-submitted. The Special Event Park Use Permit is not valid without an approved Parking Plan. The event organizer shall abide by the approved Parking Plan as a condition of the Permit.

### **SECURITY PLAN**

Event organizers shall be required to submit a Security Plan to the Public Safety Director for approval at least fourteen (14) calendar days prior to occupying the park. The City, at its discretion, may elect to accept a Security Plan not meeting the (14) fourteen calendar days requirement.

The Security Plan shall include the following:

- A. The number of security monitors, the locations where each security monitors will be stationed and the hours each security monitor is scheduled to work at the event.
- B. A description of the uniforms worn by security monitors working at the event.
- C. The minimum age required of security monitors permitted to work at the event.
- D. A crowd control plan. The crowd control plan shall include:
  1. A description of how the security monitors intend to manage the crowd throughout the event.
  2. A description of the specific steps the monitors will take to monitor specific activities within the event, such as soccer matches, dances, or any high profile entertainment performances.
  3. A description of the monitors standard for exclusion from the event (i.e. violent, threatening, unsafe or criminal behavior, vandalism, etc.)
  4. A description of how the monitors will interface with the Brookings Police Department to facilitate exclusions or manage emergency situations.
  5. The name of and cellular telephone number for the on-site monitor.
- E. Proof of bonding if a private security company is used.

- F. Proof of license and certification of the private security company by the Oregon Department of Public Safety Standards and Training.

The City will respond to the Security Plan within seven (7) calendar days of its receipt. The response will indicate approval, approval with conditions or rejection. If the Plan is rejected, the City will explain the reasons for rejection to the event organizer and provide a deadline for a revision of the Plan to be re-submitted. The Special Event Park Use Permit is not valid without an approved Security Plan. The event organizer shall abide by the approved Security Plan as a condition of the Permit.

#### **ON-SITE VEHICULAR TRAFFIC**

To ensure the safety of event visitors, organizers and exhibitors, vehicular traffic within the park during the hours the event is open to the public will be prohibited. This prohibition includes delivery and/ or transport vehicles. All deliveries shall be scheduled to occur during the hours the event is closed to the public. Approved off-hours vehicular movement will be restricted to designated paths, roads and parking areas. The City, at their discretion, may authorize specific exemptions to the on-site vehicular traffic prohibition, provided that the safety of the public in attendance at the event can be maintained.

#### **RESTROOMS**

The event organizer shall be required to provide one portable restroom for every 125 expected visitors at any given time the event is open to the public. Five percent of all portable restrooms must meet the requirements set forth by the Americans with Disabilities Act. When restrooms are required in two or more locations, each location must include an ADA approved restroom. Organizers will clean and service these facilities on a frequent basis throughout the event. The Azalea Park band shell restroom can accommodate up to 500 people. The event organizer shall be required to provide one portable restroom for each additional 150 expected visitors at any given time the event is open to the public.

#### **TRASH CONTAINERS AND DUMPSTERS**

Event organizers are to provide an appropriate amount and sized dumpster(s) for the event. The concessionaires shall dispose of the trash in an appropriately sized dumpster(s) provided by the event organizer. The event organizer shall ensure that all trash is removed from the park at the end of the event. Location of the dumpster shall be indicated on your event plan.

#### **CLEAN-UP**

Event organizers shall be required to perform ongoing daily litter and trash cleanup of the entire permit site throughout and at the conclusion of the event. At the conclusion of the event, the event organizer shall be required to restore the event site to the original condition of the area prior to the event.

If the event organizer fails to perform the required daily litter clean up described above, they will be provided with notice that their failure to comply with the clean-up policy will result in revocation of the Special Event Use Permit.

#### **PROMOTION OF SPECIAL EVENT**

Any promotion of events covered by a Special Event Park Use Permit shall be entirely by Event Organizers at their own expense. Event Organizers shall not publicize, promote, or otherwise



advertise the event at a City park location until a Special Event Use Permit is issued, unless such promotion is authorized in advance by the Parks & Planning Manager or designee. On-site banners or signs are allowed two (2) weeks prior to event but not before or during a preceding event.

### **INSURANCE**

Event organizers must provide and maintain at their own expense, comprehensive general liability insurance and comprehensive auto liability insurance with a combined single limit of at least \$1,000,000 per occurrence. Depending upon the nature of the event planned, the City may require additional insurance coverage. Such insurance shall be primary to other insurance maintained by the City and shall name the City as additionally insured.

### **COMPLIANCE WITH PARK RULES**

Event organizers must agree to comply with all policies, rules, and laws governing the operation of the City park, and not alter or damage the park's natural or cultural resources or man made improvements in any way through the support or operation of the event activities, and to be responsible for and fully repair all damage to park facilities and resources which may result from any operations under their permit. Under no circumstances, shall event organizers allow nails to be placed in park trees; nor shall stakes shall be placed into the ground at a depth exceeding eight inches. All supplemental lighting systems shall be free standing. No attachments shall be made to existing park systems. Event organizers will be provided with notice that their failure to comply with park rules will result in revocation of their permit. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.

### **SOUND AMPLIFICATION**

In Accordance with Brookings Municipal Code 12.25.012, Rules and Regulations Specific to City-Owned Parks, amplified sound and/or music is allowed in City parks provided it is contained within the immediate area of the activity. Event organizers will be required to estimate sound output if musical entertainment is included in the event. If it is determined that the decibel of sound is beyond allowable limits, City management or police department will regulate the sound volume. If the violation continues, event organizers will be provided with notice that their failure to comply with park rules has resulted in revocation of their permit. Sound amplification will not be allowed beyond 10:00 PM.

### **VENDORS & EXHIBITORS PERMITS**

Event Organizers shall be held responsible for communicating all park and event rules, regulations and permit requirements to any vendors and/ or exhibitors they authorize to participate in their event. The City will reserve the right to expel from a facility any vendor that the City determines is not in compliance with provisions of the Special Event Park Use Permit or City rules & regulations. The City will report suspected code violations to appropriate regulatory agencies.

### **PRE-EVENT WALKTHROUGH**

**Event Organizer and City will conduct a pre-event walk through at the Event location at least one day prior to the start of the Event. Event Organizer must agree to comply with any additional instructions, site set-up changes and/ or restrictions issued by City that result from this walk through.**

### **ALCOHOLIC BEVERAGES**

Alcohol dispensing will **only** be allowed at Azalea Park, and only with the appropriate OLCC Temporary Sales/Special Event License or an OLCC Temporary Use of Annual License for an event at an unlicensed location. Applications will only be considered for beer and wine; no spirits or hard liquor. Events at which alcohol will be dispensed are required to make exclusive use of the park. If alcohol dispensing is part of the park permit application, the Security Plan shall include:

- A. A detailed plan (including notations on the Ground Setup Plan) on how Event Organizer plans to manage and separate minor patrons from adult alcohol consumers.
- B. How Event Organizer will check adult patrons' ID.
- C. The number and location of security monitors assigned to supervise the alcohol service area.
- D. How the Event Organizer will comply with OLCC regulations regarding food service for patrons being served alcohol.

Event organizers that authorize the sale of alcohol in violation of these policies will be provided with notice that their failure to comply with the terms of these policies will result in revocation of their permit. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.

### **OTHER APPROVALS AND PERMITS**

Event organizers will be notified that, apart from the requirements set forth in these policies, it might be necessary for them to obtain other permits and approvals in order to conduct their event, including, but not limited to:

- A. Event organizers must require food vendors to obtain a temporary restaurant license from the Curry County Health Department.
- B. Temporary Business License for vendors who do not hold City business licenses.
- C. For any amusement rides, event organizers must obtain inspection and approval of the State of Oregon, Building Codes Division and display a current operating permit for each ride.
- D. An emergency access plan for the Event must be approved by the City.
- E. No signage may be displayed by event organizers unless a Temporary Sign Permit has been issued by the Community Development Department. No signs will be permitted in the public right-of way.
- F. An Event Permit must be issued by the City for any parades on City streets or in the public right-of-way and a detailed parade route must be provided.

The City may revoke the permit if the event organizer fails to obtain all of the necessary permits and approvals for any specific activity in which it engages.

### **AUTHORITY TO SUSPEND OR CANCEL**

In the event that the City Manager, Parks & Planning Manager, Public Works Director, Police Chief, or other City official designated by the City Manager determines that activities conducted under a Special Event Park Use Permit endanger the health and safety of any person, or will cause damage to real property, or that an event organizer has not complied with any of the terms and conditions of the Special Event Policies or Special Event Park Use Permit, the City, through the action of any of the above-named City officials, may suspend or cancel said Permit. The City

reserves the right, at its discretion, to suspend or cancel said Permit at any time without incurring any liability to the event organizer whatsoever. The event organizer shall be required to immediately cease all activities and events within the park upon notice of suspension or cancellation of the Permit.

**ANTI-DISCRIMINATION/COMPLIANCE WITH LAWS**



Event organizers shall be prohibited from discriminating against any individuals on account of color, race, gender, religion, sexual orientation including gender identity, ancestry, or national origin and to comply with all applicable federal, state and local rules, regulations and ordinances.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: Parks

  
Parks & Planning Manager  
  
City Manager Approval

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**Subject:** Regional Solutions Grant Agreement

**Recommended Motion:** Motion to authorize a City Manager to enter into a grant agreement with the State of Oregon for the Azalea Park Ball Field Reconfiguration project -Phase Two

**Financial Impact:**

- Capital construction award of \$166,300
- Additional personnel costs of \$63,000, over a three-year period.

Work associated with the grant would occur in Fiscal Years 2017/2018, 2018/2019, and 2019/2020.

Reviewed by Finance & Human Resources Director: 

**Background /Discussion:**

The Governor's Regional Solutions program has developed a pilot project to fund community infrastructure construction projects for local governments, and other employers, who agree to provide work experience for teens and young adults. Earlier this year, staff completed a letter of interest and submitted a formal grant application.

The City was awarded \$166,300 for Phase 2 of the Azalea Park Ball Field Reconfiguration Project. That amount will complete the funding package for that phase. In return, in cooperation with the South Coast Business Employment Corporation (SCBEC), the City would implement a three-year-long youth work experience program as a part of existing Parks Seasonal staffing. Each of the three years, the City would employ two to three youth workers full-time for six months as seasonal Parks help. This effort would replace two regular Parks seasonal workers and would include some costs for SCBEC services. Finance Director Janell Howard estimated this to amount to about \$21,000 more per year, \$63,000 total over the three-year period, than is usually spent for the Parks seasonal labor being replaced by the youth workers.

The Azalea Park Ball Field Reconfiguration - Phase Two project is estimated at \$298,900. Staff applied for a Local Government Grant through Oregon Parks and Recreation Department in the amount of \$119,000 but was not awarded. Additional grant applications were submitted to West Family Foundation in the amount of \$10,000 but was not awarded. The Regional Solutions Grant fills the gap for the unfunded portion of the project.

**Attachment(s):**

- a. Regional Solutions Grant Agreement

**INTERGOVERNMENTAL GRANT AGREEMENT No. RS1618-A**

**Title: Azalea Park Ball Fields**

As authorized by ORS 190.110, this Grant Agreement (“Agreement”) is between the State of Oregon acting by and through its Oregon Business Development Department (“OBDD”) and the City of Brookings (“City”). OBDD and City (each a “party” and together the “parties”) may be contacted at the address(es) or number(s) below:

<b>OBDD Contact</b>	<b>City Contact</b>
Project Contact: Mary Baker Title: Regional Project Manager Address: Oregon Business Development Department 775 Summer St NE Suite 200 Salem OR 97301-1280 Phone: 541-882-1340 Email: <a href="mailto:mary.a.baker@oregon.gov">mary.a.baker@oregon.gov</a>	Project Contact: Gary Milliman Title: City Manager Address: City of Brookings 898 Elk Drive Brookings OR 97415-9648 Phone: 541-469-1101 Email: <a href="mailto:gmilliman@brookings.or.us">gmilliman@brookings.or.us</a>

1. **Effective Date and Duration.** This Agreement becomes effective on the date every party has signed it and when OBDD has obtained the approval of the Oregon Department of Justice (“Effective Date”). The availability of Grant funds under this Agreement terminates on the earlier of completion of the Project (as defined below) or 31 January 2019 unless otherwise allowed by OBDD in writing.
2. **Statement of Obligations.** OBDD and City agree to perform their respective obligations in accordance with the terms and conditions of this Agreement, and as more fully described in Exhibit A.
3. **Grant, Payment Terms.** OBDD will provide City with up to \$166,300 (the “Grant”) for improvements to its Azalea Park Ball Fields, as further described in Exhibit A (the “Project”). After receipt of proceeds from legislatively-authorized bonds to fund Regional Solutions projects, OBDD will disburse the Grant funds to City in accordance with and subject to the terms, conditions, and requirements of this Agreement and Exhibit A. The City may use the Grant funds solely for costs and expenses it incurs for the Project that are approved for reimbursement by OBDD and not otherwise paid by a third party.
4. **Assignment.** City shall not assign or transfer any of its interest in this Agreement, without OBDD’s prior written consent. Any permitted assignment or transfer of its interest in this Agreement will not relieve City of any of its duties or obligations under this Agreement.
5. **Amendments.** Unless otherwise expressly provided in this Agreement, the terms of this Agreement may only be amended by written instrument signed by both parties.
6. **Representations, Warranties.** City represents and warrants to OBDD that:
  - (a) City is a municipality, duly organized and validly existing under Oregon law. City has the power and authority to enter into and perform this Agreement.

- (b) The making and performance by City of this Agreement (1) has been duly authorized by all necessary action of City, (2) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of City's charter or other organizational document and (3) does not and will not result in the breach of, or constitute a default of, or require any consent under, any other agreement or instrument to which City is party or by which City may be bound or affected. No further authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by City of this Agreement.
  - (c) This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable in accordance with its terms.
7. **Records Maintenance; Access.** City will maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City will maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that OBDD and the Oregon Secretary of State's Office and their duly authorized representatives have access to such fiscal records and other books, documents, papers, plans and writings of City that are pertinent to this Agreement to perform examinations and audits and make excerpts, transcripts or copies. City will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. This Section 7 survives termination of this Agreement.
8. **Termination.** In addition to any other termination rights hereunder, this Agreement may be terminated upon mutual written consent of both parties, or by OBDD upon 60 days advance written notice to City. All duties and obligations of both parties under this Agreement cease upon termination of this Agreement, other than (a) the rights and obligations arising from a party's default hereunder, (b) City's obligation to return to OBDD, within 30 days of Agreement termination, any Grant funds disbursed to City that are not expended on or obligated for the Project prior to termination of this Agreement ("Overpayments"), (c) City's reporting obligations, (d) any rights or obligations accrued to a party under this Agreement prior to termination, and (e) any other provision of this Agreement that, by its express terms, survives termination of this Agreement.
9. **City Defaults and OBDD Remedies.** City will be in default upon the occurrence of any of the following events:
- (a) City fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement other than as provided in subsections (b) and (c) below, and that failure continues for a period of 30 calendar days (or such longer period as OBDD may determine in writing if it determines City instituted and has diligently pursued corrective action) after written notice specifying such failure is given to City by OBDD.
  - (b) Any representation, warranty or statement made by City in this Agreement or in any documents or reports relied upon by OBDD to measure progress on the Project, the expenditure of funds or the performance by City is untrue in any material respect when made.
  - (c) City (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) is adjudicated bankrupt or insolvent, or liquidated or dissolved.

In the event City is in default, OBDD may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) immediate termination of this Agreement, (b) requiring repayment of the Grant funds disbursed to City and all interest earned by City on those Grant funds, (c) reducing or withholding future disbursements of Grant funds to City, (d) requiring City to perform, at City's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (e) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (f) exercise of its right of recovery of Overpayments under this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OBDD may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

10. **OBDD Default and City Remedy.** City may terminate this Agreement upon 30 days' notice to OBDD if OBDD fails to pay City pursuant to the terms of this Agreement and OBDD fails to cure within 30 business days after receipt of City's notice, or such longer period of cure as City may specify in such notice. City's exclusive remedy for OBDD's default under this Agreement is limited to an action to recover any amount that remains unpaid and is due and owing under Section 3.
11. **Funds Available and Authorized.** OBDD has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within OBDD's biennial appropriation or limitation. Notwithstanding the preceding sentence, payment of funds by OBDD is contingent on OBDD receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute an event of default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to City.
12. **Notices.** Except where otherwise expressly provided in this Agreement, any notices to be given hereunder must be given in writing by personal delivery, mail (postage prepaid), or email at the address set forth on page 1 of this Agreement, or to such other addresses either party may hereafter indicate. Any notice so addressed and mailed is deemed to be given five (5) days after mailing. Any notice by personal delivery is deemed to be given when actually delivered. Any such notice delivered by email becomes effective on the day the transmitting machine generates a receipt of successful transmission, if transmission was during the normal business hours of the City, or on the next business day, if transmission was outside the normal business hours of the City. To be effective against a party, any such notice transmitted by email must be confirmed by telephone notice to that party.
13. **Indemnification of OBDD.** To the extent authorized by law, City shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, expenses of any nature whatsoever and court awards including costs, expenses, and attorneys' fees arising from any actual or alleged act or omission by City, or its officers, employees, agents or contractors under this Agreement or related to the Project; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. This Section 13 survives termination of this Agreement.
14. **Disclaimer of Warranties; Limitation of Liability.** City agrees that:
  - (1) OBDD makes no warranty or representation, either express or implied, related to the Project.
  - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement, the Project, or City's use of these grant funds.

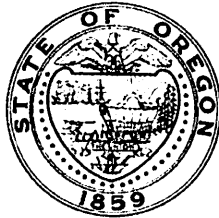
15. **Successors in Interest.** The provisions of this Agreement are binding upon and inure to the benefit of the parties, and their authorized successors and assigns.
16. **Third-party Beneficiaries.** OBDD and City are the only parties to this Agreement and entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or may be construed to give any direct or indirect benefit or right to third persons unless such third persons are individually identified by name and expressly described as intended beneficiaries of this Agreement.
17. **Choice of Law; Designation of Forum; Federal Forum.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the paragraph above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

18. **Merger Clause.** This Agreement (including Exhibits that are by this reference incorporated herein) constitutes the entire agreement between the parties on the subject matter hereof. No waiver or consent regarding any of the terms of this Agreement will bind either party unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. All parties, by the signature below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it and agree to be bound by its terms and conditions.
19. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
20. **Survival.** All rights and obligations cease upon termination or expiration of this Agreement, except as described in Section 8.
21. **Time of the Essence; Force Majeure.** Time is of the essence in the performance of each and every obligation and duty under this Agreement. Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond that Party's reasonable control.
22. **Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.



23. **Compliance with Applicable Law.** City shall comply with all federal, state and local laws, regulations, and ordinances applicable to the Project or the performance of its obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
24. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.



**STATE OF OREGON**  
 acting by and through its  
 Business Development Department



**CITY OF BROOKINGS**

By: \_\_\_\_\_  
 Chris Cummings, Assistant Director  
 Economic Development

By: \_\_\_\_\_  
 The Honorable Jake Peiper  
 Mayor of Brookings

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
 /s/ David Elott as per email dated 10 May 2017  
 David Elott, Assistant Attorney General

**EXHIBIT A - PROJECT**

**I. Background, Purpose**

The City will partner with the South Coast Business Employment Corporation (SCBEC) to pilot a locally managed youth workforce development project. The Regional Solutions award will be matched with City funds, to complete the second phase of a four-phased project to reconfigure the Azalea Park Ball Fields. A current funding shortfall will be covered by a combination of future City appropriations and additional grant funding.

The City will utilize the youth workforce development program by employing them as seasonal parks staffing. Participants will assist in all area of parks maintenance and development including construction of the play structures, installation of irrigation and landscaping and maintaining the trails. The City will utilize 3 participants each season, for a total of 9 participants over the 3 year youth employment period for an estimated total of 7,920 hours.

**II. Project Description and Estimated Duration**

The Regional Solutions funds of \$166,300 will be combined with up to \$153,700 in other funds (including \$119,000 in committed City funds) to complete construction of the second phase of the Azalea Park Ball Fields reconfiguration, comprised of the following elements: reconfiguring field #1 to accommodate a soccer field; dugouts; backstops; fences for the new ball field; a pre-manufactured steel play structure (PlayCraft) with related prep and finish work; amenities such as seating; final landscaping; and irrigation around the new ball field.

City shall complete construction of the Project no later than 31 October 2018.

**III. Budget**

<b>Budget Line Items</b>	<b>OBDD / RS Funds</b>	<b>Other Funds</b>	<b>Total</b>
Field #1 reconfiguration	\$0	\$60,000	\$60,000
Perimeter Field Fences and Dugouts	15,000	27,400	42,400
Perimeter concrete curb	0	22,500	22,500
Field 1, 2, & 3 Amenities	44,900	9,100	54,000
Playground Equipment	5,300	34,700	40,000
Concrete Flat Work	80,000	0	80,000
Irrigation & Landscaping	21,100	0	21,100
<b>Total</b>	<b>\$166,300</b>	<b>\$153,700</b>	<b>\$320,000</b>

The City may adjust the Grant amounts among budget line items at its discretion, but not the total.

**V. Disbursement Requests**

Use of Funds; Disbursements

Subject to the terms and conditions of this Agreement, the Grant will be disbursed to City on an expense reimbursement or costs-incurred basis. The City may submit to OBDD requests for disbursements not more frequently than once per calendar month, and they must be on an OBDD-provided or OBDD-approved disbursement request form and be accompanied by invoices and/or other documentation evidencing the costs and expenses paid or incurred ("Disbursement Request").

## **VI. Reporting, Notifications**

The City shall submit monthly progress / status reports to OBDD over the 3-year youth-employment period, including number of youth employed and hours worked during that reporting period.

Not later than 90 days after the completion of the Project, City shall provide OBDD with a final project completion report on a form provided by OBDD and in substance acceptable to OBDD.

For all Project activities occurring after execution of this Agreement, City shall comply or ensure compliance with ORS 280.518 requiring public display of information on lottery funding of the Project. At a minimum, City shall:

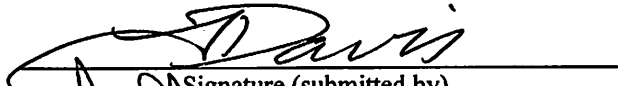
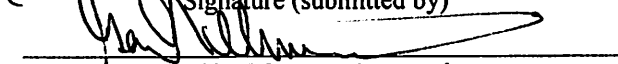
- a. Include the following statement, prominently placed on all plans, reports, bid documents and advertisements relating to the Project if paid using the Grant: “This project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department”; and
- b. For construction funded in whole or in part by the Grant, post a sign, provided by OBDD, at the project site or, if more than one site is included in the Project, at a site visible to the general public stating that the Project is being funded by lottery proceeds.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Recorder

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Transient Occupancy Tax Fund Allocation for Go! Wild Rivers Coast Mobile App

Recommended Motion:


As recommended by the Tourism Promotion Advisory Committee: Motion to allocate a \$4,800 grant from Transient Occupancy Tax revenues to the Go! Wild Rivers Coast Mobile App and Go Guide.

Or

As recommended by the Tourism Promotion Advisory Committee: Motion to allocate a \$4,800 grant from Transient Occupancy Tax revenues to the Go! Wild Rivers Coast Mobile App.

Financial Impact:

Up to \$4,800 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Cheri Griffith of the Curry Coastal Pilot proposed to the Tourism Promotion Advisory Committee (TPAC) an advertising package that included a full-page ad in the Go! Wild Rivers Coast Tourism Guide magazine and a subscription to advertise on the Go! Wild Rivers Coast mobile app.

The total package price is \$4,800 billed monthly at \$400 per month. The magazine prints twice a year, so the City would get two runs of the full-page ad. The cost of the ad package also buys the City a link to the City's website on the front page of the Brookings portion of the app, and it gives "feature" status to all of the Brookings-Harbor restaurants. Feature status means that each restaurant will now get a short blurb about their business, a pictorial inclusion and links to all of the restaurant's online presence (website, social media, etc.). Without the feature status, a restaurant is listed with just address and phone number information.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at their meeting of March 16, 2017. Ms. Griffith was unable to attend the meeting on March 16; however, Gold Beach City Manager Jodi Fritts was in attendance. She highly recommended the advertising package stating that Gold Beach is currently using it. She added that if the City budget only allowed for one or the other, she would recommend the mobile app as a higher priority. The cost of the app only would be \$3,600 per year billed at \$300 per month.

At that meeting, TPAC unanimously recommended that the City participate in the Go Book and Go App and to have staff coordinate the level of participation. Staff seeks Council direction regarding the participation in this advertising effort and at what level.

Attachment(s):

- a. Proposal from Curry Coastal Pilot
- b. Cover page Go! Wild Rivers Coast Tourism Guide
- c. Screen capture of Go! Wild Rivers mobile app

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# CURRY COASTAL PILOT

507 Chetco Ave., PO Box 700, Brookings, OR 97415 • Phone (541)469-3123 • Fax (541) 469-4679 • mail@currypilot.com

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## **GO! Wild Rivers Coast Tourism Guide/Mobile App Advertising Proposal**

Presented to  
City of Brookings/Tourism Promotion Advisory Committee (TPAC)



Proposal is to increase exposure of Brookings' restaurants and overnight accommodations to potential regional visitors by advertising them in GO! Wild Rivers Coast – the "*Curry Coastal Pilot*" and "*Del Norte Triplicate's*" most popular and widest distributed Tourism and Vacation Guide – and the accompanying GO! Mobile App.

Showcase dining opportunities in Brookings-Harbor with a full color, full page ad in both Spring *and* Fall editions of the GO! Book – List each eating establishment in Brookings Harbor with phone number, location, hours, and special codes as to which meals they serve, whether they are pet friendly, serve alcohol, offer live music etc. (See Attached Distribution and Rate Information)

**\$1,920 per year  
(split billing, 2 x \$960)**

Today's travelers don't go anywhere without their Smart Phones & Ipads --and you can reach them right through their fingertips with **Featured Listings** on **GO! Wild Rivers Coast Mobile App**. Over 5,000 downloads to date, with just over 2,000 of these users signed up for 'push' notifications'. These users are actively seeking places to go and things to do within Wild Rivers Coast on their smart devices.

For a flat monthly fee ALL dining establishments in the Brookings Harbor area (final list approved by TPAC) will be a featured listing in the GO! Mobile App providing easy access to a wealth of information, both in the app including menu photos, video, and direct social media and websites links encouraging coastal visitors to eat and/or stay over in Brookings -Harbor. In addition, a link to download the City's "Brookings 2Go" Civics Plus mobile app from iTunes and GooglePlay will be placed on the Brookings main page.

**\$3,600 per year  
(billed at \$300 per month)**

Please contact Cheri Griffith, Account Executive, 541-469-3123 with any questions.

**What's the MOST cost effective way to get your marketing message into the hands of tourists throughout Oregon and Northern California?**

**Advertise in the Go Wild Rivers Coast Recreation Guide!**

Targeted Distribution to tourists who are interested in visiting our area of the coast means you can put your message in the right hands for a fraction of the cost of marketing on your own!

- Klamath Falls Oregon State Welcome Center
- Ashland Oregon State Welcome Center
- Seaside Oregon State Welcome Center
- Visit Bend Visitor Center
- Cave Junction Visitor Center
- Eureka Visitor Center
- Mt. Shasta Visitor Center
- Garberville Visitor Center
- Placerville Visitor Center
- Redwood Parks
- Klamath Yurok Welcome Center
- Gold Beach Visitor Center
- Port Orford Visitor Center

Additionally – both the Curry Coastal Pilot and Del Norte Triplicate web sites have the Wild Rivers Coast Go Book available online at no extra cost to you .

**Don't miss this opportunity to market our beautiful Brookings Harbor to the World!**

Cheri Griffith  
541-469-3123

SOUTHERN OREGON/NORTHERN CALIFORNIA RECREATION GUIDE

# GO WILD RIVERS COAST

SPRING / SUMMER 2016

**SPRING/SUMMER 2017 Edition  
Publishes Saturday, March 25**

**The Go Book is used by  
tourists and locals alike!**

- Delivered to visitor centers throughout Oregon and California and tourist destinations, hotels, motels and restaurants from Eureka to Coos Bay, all along Highway 101
- Beautiful cover
- 60,000 copies published! (35,000 in March 25,000 in September)
- Full color on every page
- Includes stories, photographs and advertisements showcasing places to go and things to do in Curry and Del Norte Counties

**SALES DEADLINE  
FRIDAY, FEBRUARY 17**

*Your Business will also be featured with  
a basic listing on the highly popular  
GO Wild Rivers Coast Mobile App!*

**CALL TODAY!**

 **Del Norte  
TRIPPLICATE**  
(707) 464-2141  
www.triplicate.com

**CURRY COASTAL PILOT**  
  
(541) 469-3123  
www.currypilot.com

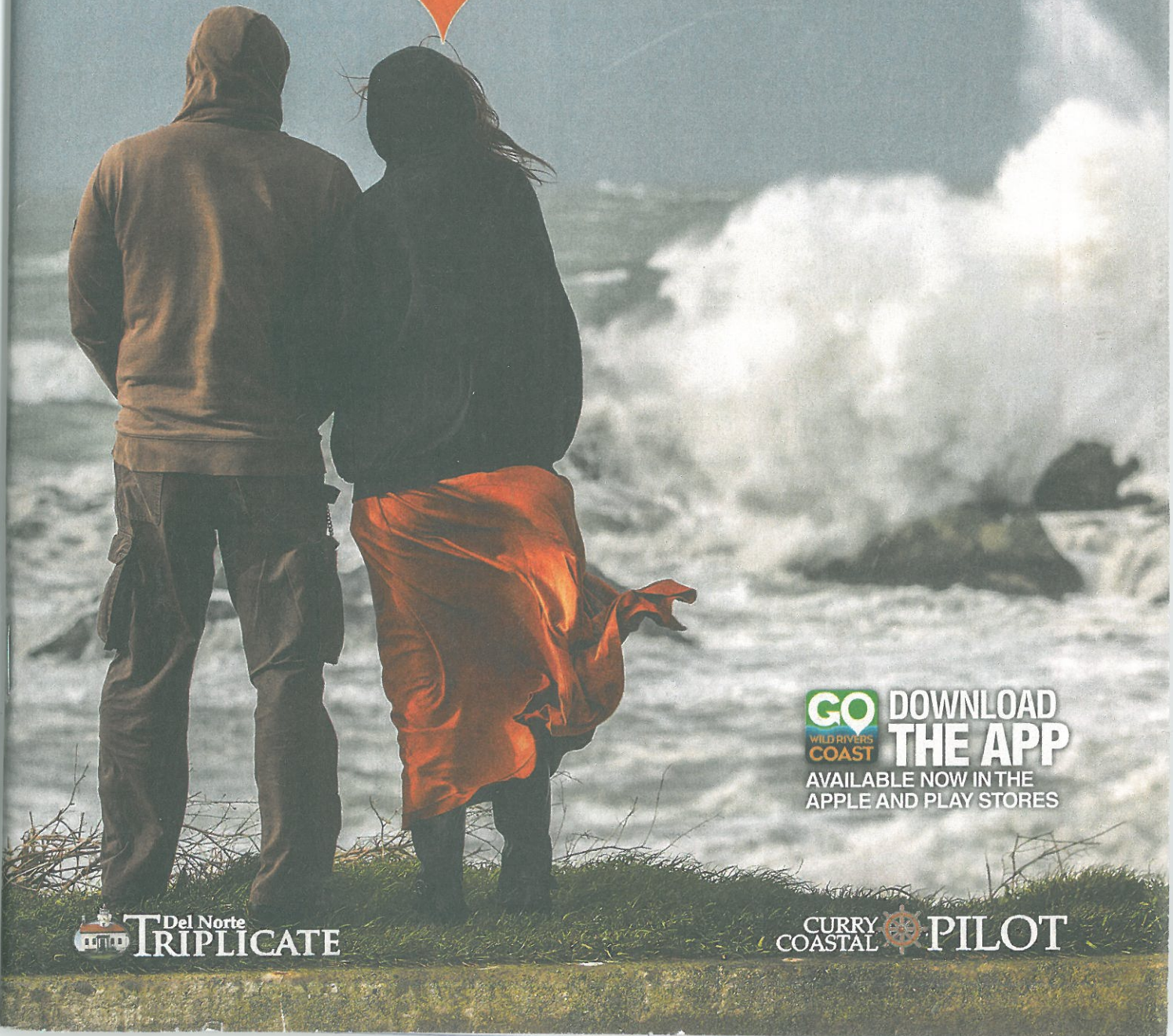
SIZE	PRICE
<b>Full Page</b>	<b>\$1,200</b>
<i>Fall Pickup</i>	<i>(\$720)</i>
<b>Half Page</b>	<b>\$800</b>
<i>Fall Pickup</i>	<i>(\$485)</i>
<b>1/4 Page</b>	<b>\$485</b>
<i>Fall Pickup</i>	<i>(\$290)</i>
<b>1/8 Page</b>	<b>\$365</b>
<i>Fall Pickup</i>	<i>(\$220)</i>
<b>• Inside Covers &amp; Back Page</b>	<b>\$1,465</b>
<i>Fall Pickup</i>	<i>(\$880)</i>



SOUTHERN OREGON/NORTHERN CALIFORNIA RECREATION GUIDE

# GO WILD RIVERS COAST

FALL 2016 / WINTER 2017



**GO** WILD RIVERS COAST  
**DOWNLOAD THE APP**  
AVAILABLE NOW IN THE  
APPLE AND PLAY STORES

 **Del Norte  
TRIPPLICATE**

**CURRY COASTAL PILOT**



**PLAY**

**COMMUNITIES**

**EAT**

**SERVICES**

**SHOP**

**EVENTS**

**STAY**

**DEALS**

**REAL ESTATE**

**EXTRAS**

**SCAN** 

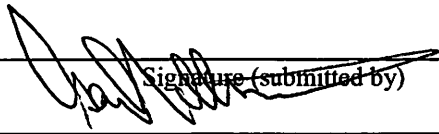


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Fireworks Contribution

Recommended Motion:

Motion to authorize payment of \$2,000 to the Fund the Fireworks account at Rogue Credit Union for the July Fourth 2017 fireworks event at the Port of Brookings Harbor, with funds to be allocated from Transient Occupancy Tax revenue.

Financial Impact:

\$2,000 allocation from Transient Occupancy Tax revenue.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Barbara Ciaramella has requested a City contribution to the "Fund the Fireworks Group" to help fund the annual Fourth of July fireworks show.

According to Ciaramella, the total cost of the fireworks show contract is \$20,000 and there are additional costs of about \$5,000 associated with contributions to Harbor Fire District, Curry County Sheriff's reserve and the Boy Scouts, and services provided by CTR, Knight Security and the Port District.

The City contributed \$2,000 to the event in 2016 and has used TOT revenue for this purpose for the last three years.

Attachment(s):

- a. Email from Barbara Ciaramella.

## Gary Milliman

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**From:** Barbara Ciaramella  
**Sent:** Sunday, May 14, 2017 12:41 PM  
**To:** Gary Milliman  
**Subject:** 4th of July

Gary,

I would like to make a request to the City of Brookings and to the City Council for a donation to our FUND THE FIREWORKS group. I'm working with the Chetco Activity Center and Chetco Brewing Company to help make this happen. I've been told that in past years the City has given from \$1000.00 to \$2000.00 towards this event. Anything the City can do at this late date would be much appreciated.

Sincerely,

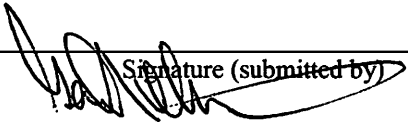
Barbara J. Ciaramella  
Brookings Harbor Visitor & Tour Center  
Jewels by the Sea Real Estate & Vacation Rentals  
Owner / Principal Broker / License #201205730  
16358 Lower Harbor Rd  
Brookings, OR 97415  
541-813-2300  
[info@ilovebrookings.org](mailto:info@ilovebrookings.org)

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Memorandum of Understanding with Chetco Community Public Library Regarding Fujita Sword

Recommended Motion:

Motion to authorize City Manager to execute Memorandum of Understanding with Chetco Community Public Library regarding maintenance of the Nobuo Fujita Sword.

Financial Impact:

Reviewed by Finance & Human Resources Director: \_\_\_\_\_

Background/Discussion:

Nobuo Fujita presented a 400-year-old family Samurai sword to the City of Brookings in 1962. Fujita was the pilot of an aircraft that dropped bombs near Brookings during World War II and the sword presentation was intended as a friendship gesture.

The sword was on display at Brookings City Hall until 1995, at which time it was relocated to the Chetco Community Public Library. The Library has primarily been responsible for maintenance and security for the sword since that time. There was no written agreement concerning this matter.

City and Library staffs have developed a Memorandum of Understanding that provides for the respective parties duties and obligations relating to the sword. The MOU provides for regular reports to the City concerning the sword maintenance, establishes a procedure for temporary relocation of the sword, and provides that the City is the entity responsible for insurance. The MOU has a 30-day cancellation clause. The City Attorney has reviewed and approved the MOU.

Attachment(s):

- a. Memorandum of Understanding.

**Memorandum of Understanding  
Between  
City of Brookings  
And  
Chetco Community Public Library**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (City), an Oregon municipal corporation and the Chetco Community Public Library (Library), an Oregon Library District.

**RECITALS**

- A. In May 1962 Nobuo Fujita, with the consent of his son, presented to the city of Brookings a Sword described as his family's 400-year old Samurai sword. The Sword and Myrtlewood inscribed plaque were housed at Brookings City Hall until May 1995 at which time they were transferred, by city officials and Mr. Fujita, to the newly constructed Library and placed in a specially designed locked display case.
- B. The City desires to continue to 'loan' the Sword to the Library in order to provide exhibition of the Sword to the public and as a means to preserve and promote the community's history pursuant to the terms and conditions of this MOU.
- C. The Library is an established community institution and is a repository for other cultural items, including historical records and memorabilia associated with the Sword. The Library is open to the public six days per week, including some evening hours.
- D. The Library has demonstrated ability to display and provide maintenance of the Sword since 1995 and desires to continue stewardship of the Sword.
- E. The Library declares accurate the current condition of the Sword as stated in the attached Library Annual Report to City of Brookings on Sword Maintenance.

Therefore, the parties agree as follows:

**1.0 LIBRARY OBLIGATIONS**

- 1.01. Provide care and maintenance of the Sword as outlined by Mr. Fujita and detailed in Exhibit A.
- 1.02. The Sword will remain in the locked display case and be removed only for cleaning or maintenance by Library staff or designated care provider.
- 1.03. In the event the Sword is damaged, destroyed, lost or stolen (a mishap), the Library shall give the City Manager immediate verbal notice, followed by written confirmation. The written confirmation will provide a description of the extent and circumstances surrounding the mishap, including if law enforcement was notified.
- 1.04. Consult with the City Manager if restoration, repair or other conservation activities may be recommended by Library staff or designated care provider.
- 1.05. Provide an annual maintenance and condition report to the City Manager as per the Exhibit B Annual Sword Maintenance Report Form.
- 1.06. Any request for exhibition, filming, research, to place additional items in the Library display case containing the Sword, or other access to the Sword, will be referred to the City manager for authorization. (see Exhibit C display case contents)

**2.0 CITY OBLIGATIONS**

- 2.01. Establish the value of the Sword and provide an all risk insurance policy. Coverage shall include all risk of physical damage or loss including, but not limited to loss or damage from earthquakes, floods, strikes, riots or civil commotion. Provide the Library proof of insurance policy with stated value of the Sword.
- 2.02. Should the City desire to temporarily remove the Sword from the Library for purposes of alternate exhibition opportunities or other reasons, the City shall give 30 day written notice to the Library detailing the person/s authorized to package and transport the Sword, the length of time the Sword will be removed with expected return date and schedule with the Library Director, a removal and return date/time when the Library is closed to the public.
- 2.03. Provide the Library written confirmation that while the Sword is in City's custody, the Library shall be held harmless.
- 2.04. Assume all care, handling and maintenance while Sword is in City custody. (Exhibit A details care at Library)
- 2.05. Provide the Library a written maintenance and condition report of the Sword upon return to the Library following a temporary removal of the Sword.
- 2.06. Cooperate with the Library to accomplish necessary or desired restoration, repair or other conservation activities that have been recommended.

**3.0 TERM**

This Agreement shall become effective upon the execution of this Agreement and shall remain in effect until terminated as described in this Agreement.

**4.0 TERMINATION**

Either party, for any reason, may terminate this Agreement provided that written notice of termination is given no less than thirty days in advance of intent to terminate the Agreement.

**5.0 NO ASSIGNMENT**

This Agreement is unique for the Library for the purposes of displaying the Sword in accordance with this Agreement. The Library may not assign this Agreement nor the Library's Obligations under this Agreement to any other person or entity without the written consent of the City.

**6.0 NOTICES**

Any written notices to be given under this Agreement by either party to the other may be transmitted via electronic mail, US mail or delivered in person.

**7.0 ATTORNEY'S FEES**

If any legal action or proceeding is necessary to execute the requirements of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which that party may be entitled. This provision will be construed as applicable to the entire Agreement.

**8.0 SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will nevertheless continue in full force without being impaired or invalidated in any way.

**9.0 HOLD HARMLESS – INDEMNITY**

To the fullest extent permitted by law, the Library shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney’s fees and costs of litigation arising out of the Library’s performance of its obligations under this Agreement or out of the operations conducted by the Library.

**10.0 ENTIRE AGREEMENT**

This instrument contains the entire agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and the Library with respect to the engagement of the City and the Library and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

**11.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS**

The City and Library shall comply with all federal, state and local regulations applicable to this Agreement or to the Sword.

**12.0 AUTHORIZATION**

Each person signing on behalf of the respective parties represents and attests that they are authorized to sign and to bind their principles.

IN WITNESS WHEREOF:

City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Chetco Community Public Library  
405 Alder Street  
Brookings, OR 97415

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Memorandum of Understanding  
Between  
City of Brookings  
and  
Chetco Community Public Library**

**EXHIBIT A**

*Library Care and Maintenance of Sword*

*While housed at the Library, the Sword will be removed from the display case ONLY for cleaning or if the City has provided a 30 day written notice for temporary removal (see 2.0 City Obligations 2.02 and 1.0 Library Obligations 1.08 for any other requests for removal)*

1. The sword is to be removed from the display case for care ONLY when Library is closed to the public to ensure safety for Library staff and library patrons.
2. Display case key is kept by the Library Director in a secure location. It is NEVER loaned to any other person.
3. The major purpose of Sword care is to make sure the steel surface does not oxidize or rust. Therefore, it is necessary to thoroughly remove the stale oil and replace it entirely with new oil.
4. Make certain the blade is never touched with the fingers. Due to the acidity of the finger tip secretion, touching may leave an indelible stain that would require the blade to be re-polished – an expensive undertaking.
5. NEVER allow anyone who is inexperienced in the proper methods of handling and cleaning a sword to attempt cleaning.
6. The sword blade should be cleaned a minimum of every 6 months.
7. Assemble all cleaning materials before removing sword from display case.
8. Use only the supplies in the cleaning kit and replace those supplies as needed.
9. Follow the detailed cleaning instructions contained in the cleaning kit.

**Memorandum of Understanding  
Between  
City of Brookings  
and  
Chetco Community Public Library**

**EXHIBIT B**

*Library Annual Report to City of Brookings on Sword Maintenance*

Date of Report \_\_\_\_\_

List dates Sword was cleaned

Name of individual who performed the  
cleaning/s

Brief description of condition observed during cleaning/s or if further inspection by sword care  
expert recommends preservation or repair needed:

*(rust, scratches, deterioration, damage, condition remains the same, etc.)*

Report sent to Brookings City Manager via: (circle one)

Electronic Mail

US Mail

Delivered in Person

Date Sent: \_\_\_\_\_

**Memorandum of Understanding  
Between  
City of Brookings  
and  
Chetco Community Public Library**

**EXHIBIT C**

*Library Sword Display Case Contents*

- 1 - Hagoita on wooden display stand – donated by Fujita family 1993
- 1 – plastic T25 replica of Zero-type small float plane for scouting – given to Norma H. and Ted Fitzgerald April, 1991 by Nubuo Fujita
- 1 – plastic model of Japanese Naval vessel submarine – donated by Fujita family 1993
- 1 – plaque Class of 76<sup>th</sup> Naval Academy of Japan – donated by Fujita family 1993
- 1 – picture box with photo of Shoji Okuda, Petty Officer flying with Nobuo Fujita and medal – donated by Fujita family 1993
- 1 – samurai sword on wooden felted edged stand – presented to City of Brookings 1962
- 1 – sword sheath on wooden felted edged stand with sword – presented to City of Brookings 1962
- 1 – Myrtlewood plaque mounted on back wall of display case with paper note attached indicating made by August Johnson  
This plaque was made in 1962 and displayed with the sword at Brookings City Hall until transferred to Library display case 1995

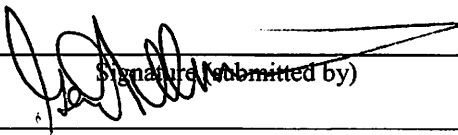
Display case has wooden back and sides with wood framed, hinged glass front  
Case size: 38” H x 74” W x 11” D  
2 – keyed locks on bottom edge of front frame – one on each side  
Case is mounted on wall next to Library Director’s office  
Ceiling mounted security camera focused on display case

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (Submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Franchise Fees

Recommended Motion:

Motion to send a letter to Coos Curry Electric Cooperative proposing a change in the method for payment of a franchise fee with considerations as proposed by staff in the May 22, 2017, Council Agenda Report.

Financial Impact:

Potential additional General Fund revenue of \$341,000 annually.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

During a recent Budget Committee meeting Staff raised the prospect of restructuring the manner in which a Franchise Fee is paid to the City by Coos Curry Electric Cooperative.

Along with property tax and business license, Franchise Fees are among the most common sources of local government revenue in Oregon. In 2015-16, the City collected \$106,409 in Franchise Fee revenue from all sources.

Franchise Fees are charged as part of an agreement between local governments and utilities that use public rights-of-way. These agreements ensure that companies receiving special use of rights-of-way are paying fees to reimburse local governments for use of public services. Franchise agreements outline the terms under which utility companies use city rights-of-way, including compensation requirements. Franchise fees are typically calculated on a percentage of the revenues derived from sales of the utility company to customers within the City.

Franchise Fees are most commonly associated with public utilities that use the public streets and rights-of-way to conduct their business. Under the terms of franchise agreements, these utilities have the authority to erect and maintain distribution poles and underground facilities along sidewalks and roadsides; excavate into City streets to install and maintain facilities; and operate sometimes heavy construction or maintenance equipment on City streets. Essentially, for these utilities, their place of business is the public right-of-way. Waste collection services are also often subject to a franchise for the use of public streets by collection trucks and placement of collection containers.

In Brookings, the following entities have franchise agreements with the City:

Curry Transfer and Recycling  
Charter Communications  
Frontier Communications  
Mettel Communications

LS Networks  
Ringcentral Inc.  
Coos Curry Electric Cooperative

Charter Communications pays a Franchise Fee of 5.0 per cent, the maximum allowed by law, while telecommunications companies pay a rate of 7.0 per cent, also the maximum allowed by law.

The City increased the Franchise Fee for Frontier Communications from 3.3 per cent to 7.0 per cent in 2012. Under State Law, the maximum rate for telecommunications companies is 7.0 per cent.

The City collects a Franchise Fee from Curry Transfer and Recycling (CTR) of one-half of one percent.

### **COOS CURRY ELECTRIC COOPERATIVE**

The City entered into the current agreement with Coos Curry Electric Cooperative (CCEC) in 1953. At that time, the City and CCEC entered into what amounts to a barter agreement with respect to the Franchise Fee. Instead of collecting a monetary fee, the consideration is that CCEC provides street lighting within the City at no cost. With the exception of the green light poles in the downtown area, CCEC owns the street lights and provides the maintenance and electricity at no cost to the City. Additional street lights are provided by CCEC based upon population growth, or if the City agrees to pay for additional lights above the number established through the franchise agreement lighting/population formula. Only cities served by CCEC have this type of in lieu arrangement.

The current franchise agreement comes up for renewal in 2022.

According to CCEC General Manager Roger Meader, the CCEC cost of providing street lighting to the City of Brookings is approximately \$94,000 annually. By comparison, the amount of revenue that would be generated by each one per cent (1.0 %) of a Franchise Fee would be an estimated \$87,000. Thus, CCEC is paying a Franchise Fee of less than one per cent. A 5.0 per cent CCEC Franchise Fee would generate an estimated net new revenue to the General Fund of \$341,000 ( $\$87,000 \times 5 - \$94,000$ ). The City would pay CCEC for the cost of street lighting from this new revenue. CCEC has netted out the revenue that would be generated by applying the Franchise Fee to City accounts.

According to the 2011 League of Oregon Cities survey on electric service franchise fees 36.5 per cent of responding cities levy a Franchise Fee of 5.0 per cent and 36.5 per cent of responding cities levy a Franchise Fee of 3.5 per cent. The next most frequent rate was 7.0 per cent, levied by 13.3 per cent of responding cities. Other rates levied by one or two cities range from 1.5 per cent to 10 per cent. Electric cooperatives are paying 3.0-5.0 per cent. Staff recommended a change in the manner of collecting the CCEC Franchise Fee in 2012 by establishing rate of 2.0 per cent, increasing to 3.5 per cent in 2014-15 and 5.0 per cent in 2016-17. The City Council did not proceed at the time as 1) CCEC management indicated they could not isolate City customers from all other customers to apply and determine the amount of fee, and 2) CCEC management indicated that they would increase electricity rates for City customers and show the increase as a City fee on electric utility customer bills. Item #1 has now reportedly been resolved.

There is no statutory limit on the overall amount of franchise fee. For example, the City of Bandon, which operates its own electric utility, levies a franchise fee of 10.0 per cent. An earlier report to the City Council indicated that CCEC would not be authorized to show the franchise fee on the electric utility bill if the rate was 3.5 per cent or less. However, Meader has advised that this provision is not applicable to electric cooperatives.

Changing the Franchise Fee from the current in lieu form to a cash amount would require the consent of CCEC. City management has met with Meader who indicated that if every City imposed a franchise fee of 5.0 per cent they would likely pass the cost along to all CCEC customers with a rate increase of 2.5 per cent. Meader has indicated that there would be some cost to CCEC associated with reprogramming software for which they would expect to be reimbursed. City staff has not received a written analysis from CCEC. Meader advised that if the City desired to pursue the matter, the City should write a letter to the CCEC Board of Directors with a proposal.

Meader noted at the meeting that CCEC does not plan to consider a system wide rate increase until 2019 or 2020. He also noted that CCEC is working to reduce costs by changing-out most street lights to LED beginning in 2018; that they are currently spending over \$3.0 million to rebuild the transmission line serving Brookings; and that they plan to spend another \$2.0 million to rebuild the transmission line serving Harbor.

The City has very limited local funds available for new street and sidewalk construction. With the exception of the recent sidewalk project on Easy Street, all of the proceeds of the new fuel tax are being used for improvements to existing street surfaces. We are using predominantly ODOT/federal grant funding, a small amount of SDCs and Urban Renewal funds for the Railroad Street reconstruction project. We eliminated conversion of overhead utilities to underground as a part of this project due to the high cost...the City cannot require CCEC and other utilities to underground, so the City would have had to pay for this work. There are other areas along Railroad Street that are in need of "build-out" (i.e. curb, gutter, sidewalk) and various locations in town that would benefit from undergrounding as a part of a street construction project. Finally, the City is in the queue to receive over \$1.0 million for the construction of sidewalks along the east side of Chetco Avenue from Easy to Parkview in 2019/20 and will need a \$300,000 match. Currently, undergrounding the utility services along this area is not contemplated as a part of the project due to cost.

**Build Out:** The frontage along the CCEC office and yard on Railroad Street is a candidate for build-out. Another location where there is a gap in sidewalks is at the CCEC station on Old County Road near Azalea Park. We do not have the authority to require CCEC to do this work. However, as a part of our proposal on the franchise fee, the City could agree to allocate a portion of the proceeds to do street build-outs (curb, gutter sidewalk) along the frontage of CCEC-owned properties.

**Undergrounding:** In California, utilities have been required to set aside money to undertake undergrounding projects since 1967. These funds are typically held in reserve by the utility, and the City develops a priority list of undergrounding projects. Often, it takes several years to accumulate enough money to do an undergrounding project. Frequently, the funds accumulate in a reserve and are used in conjunction with a street improvement project. A part of the new franchise fee proceeds could be set aside in the City undergrounding fund that would be used to

pay CCEC and other utilities for the cost of undergrounding projects in conjunction with future street improvements.

While the City has other General Fund needs, a portion of the proceeds from additional revenue from a CCEC franchise fee could be applied to the above-described activities. As the change in the manner in which the City collects a franchise fee will require CCEC approval, perhaps including some activities that are mutually beneficial to the City and CCEC in the use of funds would assist in achieving this change.

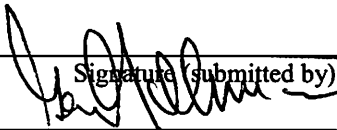
Staff recommends that the City submit a letter signed by the Mayor to the CCEC Board of Directors proposing the implementation of a 5.0 per cent franchise fee in lieu of the current street light barter arrangement, and that the City would use a portion of the proceeds for the construction of street/sidewalk improvements along the CCEC-owned property on Railroad Street, and would place \$50,000 annually in an undergrounding fund.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Manager

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Housing Needs Assessment

Recommended Motion:

Motion to authorize City Manager to execute a letter of understanding with the South Coast Development Council, Inc. to undertake a Housing Needs Assessment for the 97415 zip code area at a cost not to exceed \$15,000, with the City share not to exceed \$8,000.

Financial Impact:

The City will seek partners to assist in mitigating the cost and has already received a contribution of \$2,000 from the Brookings Harbor Board of Realtors. It is anticipated that the City will secure partner funding for \$7,000 of the cost of the study.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Key elements of the City's Strategic Plan and Economic Development Plan are to attract new residents to the area. The City has received numerous reports that there is a lack of affordable housing in the community...indeed a lack of available housing at all levels. Meanwhile, there are a number of undeveloped residential lots and property upon which affordable housing could be accommodated. Realtors and housing developers have indicated that data is needed to quantify current housing needs in order to attract private investors and state/federal housing funds.

In December 2016 the City was contacted by the Coos-Curry Community Housing Coalition seeking information on available housing sites within the City. City staff followed up with this group and also reviewed what other communities dealing with similar issues are doing. Staff found, for example, that the Tillamook County Housing Task Force funded a housing market study that is being used as a housing marketing tool. Other communities are pursuing similar approaches.

City staff contacted several housing consultants to discuss this matter and obtain cost estimates for undertaking a housing needs assessment. Cost estimates ranged from \$17,500 to \$60,000. Staff also met with representatives of the Coos-Curry Housing Authority (CCHA) and Oregon Coast Community Action (OCCA), South Coast Development Council (SCDC) and the Brookings Harbor Board of Realtors.



CCHA and OCCA are now proposing to undertake a housing needs assessment for a combined Coos and Curry County region. Staff believes that it would be in the best interest of the City to limit the study area to Brookings and/or the 97415 zip code area. Staff invited SCDC to submit a proposal for undertaking this project and they have submitted the attached proposal. Note that SCDC has been contracted to manage the economic development program for Curry County and are increasing their level of activity in Curry County.

Attachment(s):

- a. Letter from Coos Curry Community Housing Coalition.
- b. Proposal from South Coast Development Council.

COOS-CURRY COMMUNITY HOUSING COALITION

To:

Re: Housing Development

Dear Madam or Sir:

Over the past year several groups have been working on the housing issues that face Coos and Curry counties. The biggest issue is the general lack of housing in all sectors in all areas along the Coast. These issues range from lack of higher end housing needed to attract professionals to the area, lack of quality moderate cost housing for workers, and lack of affordable low income housing for seniors, the disabled and other special needs population. The need is for housing of all kinds. This lack of housing has resulted in some businesses unable to attract and keep quality employees, crowding (multiple families sharing one residence), people going homeless by living in tents or cars and children in foster care being forced to stay in foster care because the biological parents cannot secure suitable housing.

Clearly solutions for some of these issues lay in the private sector and market demand. However, for many of our local residents, particularly the elderly living on fixed incomes and our very low-income families, we feel there is a need to look for ways to build affordable quality housing. We have partnered together and are collaborating with organizations outside our area to find a way to add housing units.

The first step is to locate land ("dirt" as they call it) to build on. As part of that process we have learned that many public entities have pieces of property that they own and no longer have a use for. We are asking all public entities to let us know if they have property that may work for housing development. We are not requesting that the property be "given away" (although donated land will assist in attracting developers and funding) just that you let us know if you have property that you do not need and for which you would consider proposals to develop.

The issues we are hearing about are real; A woman who had completed her drug & alcohol treatment, had a job and was ready to get her kids back but had to wait 9 months until she could find a house. A local business that hired a professional who had to live in a travel trailer for 4 months because they could not find a suitable rental. During which time the employer worried they would move back to the Valley. Not only is this a social issue, it is also a business issue.

If you have property that you think may be suitable for housing, please let one of us know. We will treat it as confidential if you so desire.

  
Susan Brown ([browns@co.curry.or.us](mailto:browns@co.curry.or.us))

Curry County Commissioner

  
Marka Turner ([mturner@ccnhba.org](mailto:mturner@ccnhba.org))

Coos-Curry Housing Authority

  
Melissa Cribbins ([mcribbins@co.coos.or.us](mailto:mcribbins@co.coos.or.us))

Coos County Commissioner

  
Mike Lehman ([mlehman@orrca.us](mailto:mlehman@orrca.us))

Oregon Coast Community Action

May 3, 2017

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



Re: Proposal for Housing Needs Assessment for the City of Brookings

Dear Mr. Milliman,

Thank you for considering the South Coast Development Council, Inc. (SCDC) for your housing needs assessment.

SCDC is a non-profit organization serving Coos, Curry, western Douglas, and western Lane Counties whose mission is to *"promote and support businesses that provide quality jobs through responsible development on Oregon's South Coast."* We work for the economic growth, development, and prosperity of our region.

SCDC is proposing a partnership with the City of Brookings, and other public and private SCDC partners in the Brookings area. We will work together to assess, and then address, the critical need of housing development in order to facilitate future economic growth. The money that the City of Brookings invests in SCDC for this housing needs assessment will in turn be invested in the growth and development of businesses throughout the South Coast region, benefitting the local economy of the City of Brookings and beyond, while providing the City of Brookings with the valuable information that is needed to make informed decisions regarding the feasibility of future housing development.

To assure the accuracy and integrity of the agreement, an independent, professional housing consultant will be retained to review the methodology, data collections, and report recommendations. The following is an outline of the research proposed, with data and methods specified, and deliverables identified.

**A. Establishment of the Primary Market Area**

A big component of this housing needs assessment will be the establishment of the Primary Market Area, generally defined as the smallest geographic area expected to generate most of the support for a possible future housing development. The determined market area will include the current city limits of the City of Brookings, as well as the urban growth boundary. We will also take into consideration the unincorporated community of Harbor and the surrounding areas within a reasonable commuting distance. Additionally, the extended primary market area will incorporate the broad range of the 97415-zip code, which covers roughly 400 square miles. A detailed map will be established and agreed upon, showing the boundaries of the primary market area, prior to commencement of research.

**B. Research Methodology**

Interviews will be conducted with local area planners, realtors, property managers, and community stakeholders who are familiar with the area's market and growth patterns. Interviews will be conducted over the telephone, through email, and/or in person. Data will be collected through Internet research from reliable sites and agencies including the U.S. Census Bureau, Curry County, State of Oregon, ESRI, Datafinder, and others.

### **C. Analysis of Prior Housing Studies**

SCDC will contact counties, cities, and municipalities within southern Oregon and northern California to establish the existence of any other similar study or assessment, dated after the year 2000. Any similar study will be analyzed, and possibly incorporated into this assessment. A copy of any such study obtained will be provided to the City of Brookings as an addendum document.

### **D. Analysis of Demographic Data**

A thorough analysis of demographic, socioeconomic, and economic data will be conducted, as it relates to the potential for housing development within the urban growth boundary. In addition, the assessment will detail and analyze the following data and corresponding trends as they relate to the potential for future housing development in the primary market area. Deliverables will include charts and tables detailing the various trends, accompanied by relevant and detailed analysis. An addendum document illustrating the sited statistics may be included. All data within the analysis will be properly sourced and sited.

- I. Population Characteristics
  - a. Total population trends (current, historic, and future projections)
  - b. Age levels
- II. Household Demographics and Characteristics
  - a. Age level distribution of households
  - b. Persons per household
  - c. Household trends (current, historic, and future projections)
- III. Socioeconomic Considerations
  - a. Distribution of households by tenure (owner/renter)
  - b. Household income trends by age levels
  - c. Owner-occupied housing values/trends (current, historic, and future projections)
  - d. Total household by age, tenure, income, and persons per household
  - e. Share of primary residence units vs. units used seasonally/short-term
- IV. Economic Conditions
  - a. Primary employers
  - b. Resident employment
  - c. Total employment base and trends
  - d. Unemployment trends
  - e. Income levels
  - f. Commuting patterns
  - g. Recent and planned economic changes
- V. Migration Evaluation
  - a. Both in-migration and out-migration will be evaluated to determine relevant trends related to household movement within the primary market area.

### **E. Evaluation of Existing Housing Supply**

A thorough analysis of the existing housing market will be conducted. Properties within the primary market area, both owner and renter occupied, will be identified and surveyed for comparison purposes to assess the overall strength of the housing market. Factors to be evaluated include the property mix, type, and size of units

(single family homes, duplexes, apartments, condominiums, etc.); type of occupancy (owner-occupied, rental primary residence, seasonal, etc.); vacancies, length of waiting list or time on the market; rent/mortgage levels (price per square foot); property/neighborhood amenities and overall quality.

The study will identify all vacant land currently zoned for residential development. These areas will also be assessed for site constraints (flood, geo-tech, etc.), as well as availability of utilities.

SCDC will also analyze the market share occupied by vacation rentals and the impact that has on housing availability, demand, and pricing. This portion of analysis will account for the seasonal changes that occur in the primary market area and how the supply of housing is affected.

All residential development within the primary market area constructed in the last 10 years will be identified and included in the survey. Information collected, in addition to that listed above, will include the date of construction, and where available the floorplans offered including the number of units planned per floorplan design, number of unsold units by type, and the average sales price per unit type.

Typical home values and sales price trends will be determined in order to compare the monthly mortgage costs with monthly rental costs in the primary market area. This is important to determine the potential competitive overlap between home ownership options and rental options.

Detailed maps of the surveyed properties will be provided. The following information will be included for each surveyed property:

- a. Property name and address
- b. Type of property (market-rate, subsidized, low income, etc.)
- c. Type of Occupancy
- d. Condition, (a quality score on a scale of 1-5)
- e. Date of construction and latest renovation, (if known/applicable)
- f. Type of utilities, those included in the rent and those paid by tenant
- g. Number of units
- h. Unit mix and type of units, including bedroom/bathroom configurations and square footage
- i. Number of vacancies by unit type, average length of vacancies
- j. Length of waiting list (if applicable)
- k. Rents by unit type, including any concessions or incentives offered, (price per square foot)
- l. Property and neighborhood amenities, including unit specific amenities
- m. Contact information
- n. Absorption history for recently completed properties
- o. Physical site constraints, if any

## **F. Site Specific Analysis**

SCDC will conduct a site-specific analysis of proposed development areas, including an in-person site visit(s). Zoning regulations, permitted land uses, and site constraints will be identified and discussed.

Current infrastructure will be analyzed, with recommendations provided for any improvements needed. Utilities to be evaluated include water, sewer/wastewater, natural gas, and electricity. Roads and site accessibility will also be evaluated. Existing Systems Development Charges (SDC's) will be researched as to their collective impact for development in the project area.

## **G. Competitive Market/Housing Demand Analysis**

SCDC will review existing, as well as proposed, housing opportunities in Coos County, Oregon and Del Norte and Humboldt Counties, California. The competitive market analysis will include the anticipated impact, either positive or negative, of these housing markets on proposed housing projects. SCDC will recommend the housing types, quality, and price points most likely to successfully compete with neighboring areas and meet the needs of the Brookings area.

## **H. Conclusions and Recommendations**

SCDC will take into consideration the entirety of the data collected and make recommendations for the number of units that can be supported, the type of units most in demand (conventional market-rate apartments, affordable rental apartments, for sale attached or detached units, etc.), marketable unit square footages with price points on a per square foot basis, overall mix and quality of appropriate housing and amenities, and general development information that would be most helpful to future development within the primary market area. Whenever possible, recommendations will be site-specific.

SCDC will provide recommendations regarding the projected numbers of households at various income levels that will be needed to support the desired rent and/or sales prices.

## **I. Service Contract Terms and Conditions**

The fee for this service contract is \$15,000 (Fifteen Thousand Dollars). Payment would be \$5,000 upon signing, \$5,000 upon presentation of the preliminary (draft) report, and \$5,000 upon presentation of the final report.

In addition, the City of Brookings will be recognized as a Platinum Member of SCDC. Membership benefits include an automatic voting seat on the Board of Directors, recognition on all printed SCDC materials and publications, recognition on all signage at SCDC events, a hyperlinked listing on the SCDC website, SCDC quarterly newsletters and weekly updates, and networking with other community business members. In addition, all SCDC investors will benefit indirectly from a vibrant and diversified economy by attracting new investments and employment to the region.

A preliminary (draft) report will be presented within 75 days of entering into an agreement. A final report, reflecting the input and comments of the City of Brookings and the project owners, will be completed within 45 days of presentation of the draft report.

Revisions or updates to the final report may be requested by the City of Brookings. If SCDC agrees to the revisions or updates, a fee of \$85 per hour will be assessed.

After an agreement has been reached, but prior to presentation of the preliminary (draft) report, changes in the conditions of the agreement and/or the scope of work may be agreed upon at an additional charge of \$85 per hour for any additional work performed.

Thank you again for considering the South Coast Development Council, Inc. for your housing needs assessment. SCDC is looking forward to working with the City of Brookings on this project. Should you have any questions regarding this proposal, please feel free to reach out either by phone or email.

Sincerely,

John Hitt  
Interim Executive Director  
South Coast Development Council, Inc.  
[John@scdcinc.org](mailto:John@scdcinc.org)  
O: 541-266-9753  
C: 541-808-7774

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Service Contract Accepted on this date \_\_\_\_\_ by:

\_\_\_\_\_  
City of Brookings  
Gary Milliman, City Manager


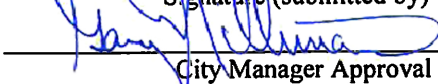
\_\_\_\_\_  
South Coast Development Council, Inc.  
John Hitt, Interim Executive Director

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 22, 2017

Originating Dept: City Recorder

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Master Fee Schedule Amendment

Recommended Motion:

Adopt Resolution 17-R-1103, amending the Master Fee Schedule.

Background/Discussion:

On April 10, 2017, City Council approved Resolution 17-R-1101 which updated the Master Fee Schedule and repealed Resolution 16-R-1075. Resolution 17-R-1101 increased certain fees by 2.7% pursuant to CPI-U February 2017.

At this same City Council meeting, Council requested three changes:

- Raise the Court's Failure to Appear fee to \$50 from \$25
- Remove the stipulation that the Capella Use Musical Event Fee be for non-profits only
- Stipulate that Home Occupation permits for non-profits will carry no fee

Since that time, it has come to light that a few other minor changes were needed for the Master Fee Schedule.

Following is a summary of the additional proposed changes to the Master Fee Schedule:

*Park Facility/Daily Use Fees*

Other Park Facilities

Park Use/Commercial

- Add Expedited Plan Review for Special Events at \$500 contingent upon adoption of the Parks Special Events Policy.

Park Use/Standard

City Residents

- Correct the fee for >Each additional 100 from \$42 to \$43

*Planning*

- Add Home Occupation Permit for Non-profit at No Fee
- Adds back in Minor Additions & Repairs at a fee of \$59 which was unintentionally omitted from the previous edition.

Attachment(s):

- a. Resolution 17-R-1103
- b. 2017 Master Fee Schedule with minor revisions



**CITY OF BROOKINGS  
STATE OF OREGON**

**RESOLUTION 17-R-1103**

**A RESOLUTION OF THE CITY OF BROOKINGS AMENDING THE BROOKINGS MASTER FEE SCHEDULE EFFECTIVE JUNE 1, 2017.**

**WHEREAS**, the City Council adopted the Brookings Master Fee Schedule under Resolution 09-R-910; and

**WHEREAS**, Resolution 09-R-910 established the method of updating the Brookings Master Fee Schedule (Fee Schedule) by Resolution; and

**WHEREAS**, City Council updated the Fee Schedule in April 2017 under Resolution 17-R-1101; and

**WHEREAS**, since the adoption of Resolution 17-R-1101, several minor amendments have been determined as necessary.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Brookings, Curry County, Oregon, that the amended 2017 Brookings Master Fee Schedule, attached herein as Exhibit A, is hereby adopted.

**BE IT FURTHER RESOLVED**, that the amended 2017 Brookings Master Fee Schedule will become effective on June 1, 2017.

Passed by the City Council \_\_\_\_\_, 2017 ; effective \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Mayor Jake Pieper

\_\_\_\_\_  
City Recorder Teri Davis

<u>ADMINISTRATIVE - GENERAL</u>	<u>FEE</u>
Building Code Violation Appeal Fee (16)	\$158.00
Business Licenses	
Annual fee based on total number of employees reported on Form 132	
0-10	\$65.00
11-25	\$107.00
26-50	\$160.00
51-75	\$319.00
76-100	\$633.00
101-200	\$1,053.00
>200	\$1,604.00
Annual fee for businesses located outside City limits	\$80.00
Carnival and circus/per day	\$38.00
Temporary 90-Day	\$25.00 or 1/4 annual fee, whichever is greater
Copying of City Records < 200 pages (based on 8-1/2 x 11 side) (1)	B&W \$0.25 /Color \$0.35
Copying City Records using off-site services (when necessary)	Actual costs + staff time
Certified copies of City records (for notarized copies – see Notary fee)	
First page + copy costs	B&W \$1.00/Color \$1.10
Each additional page (per side) + copy costs	B&W \$0.50/Color \$0.60
Duplication of City audio/video recordings to CD or DVD	
Personal Copy	\$15.00
Certified Copy	\$20.00
Electronic document preparation (10)	
Electronic documents or files copied to CD or DVD	\$14.00
Electronic documents, <10MB and 10 files, sent electronically	No additional cost
Electronic documents, ≥10MB and/or 10 files, sent electronically	\$12.00
Paper to electronic conversion (per side) to PDF format, ≤ 11” x 17”	\$0.15 per side
Event Permit Request	
Event Permit (18)	\$39.00
Barricade and Cone Delivery (19)	
Refundable Barricade/Cone Use	\$320.00
Fax - per page (single sided – 8-1/2 x 14 max)	\$1.00

<u>ADMINISTRATIVE - GENERAL (Continued)</u>	<u>FEE</u>
GIS	
8-1/2 x 11 Curry County Print (per single sided page)	B&W \$0.25; Color \$0.35
11 x 17 Curry County Print (per single sided page)	B&W \$2.40; Color \$2.50
Large Format Print ( > 11x17)	BW \$3/sq ft Color \$9/sq ft
Large Format Scanning ( > 11 x 17, per single side sheet )	\$20.00/sheet
Custom Map	\$45.00/hour
Legal review of public records for exempt determination (2)	Actual legal costs
Lien Search	\$25.00
Liquor License Application – New/Annual Renewal	\$25.00
Liquor License Application – Temporary/Annual	\$25.00
Meeting Room Rental – Council Chambers	\$20.00/hour
Meeting Room Rental – Fire Hall	\$10.00/hour
Monitoring of public review of City files	\$36.00
Payment Agreement- Set-up	
Set-Up Fee	\$107.00
Late Fee	\$35.00
Loan Rate	9%
Records Search	\$38.00
Returned (NSF) Check	\$38.00
Taxicab Driver’s Permit/ Bi-Annual	\$30.00
Taxicab License/ Per Vehicle/Annual	\$70.00
Taxicab Photo Update	\$10.00
Transportation Network Company	\$70.00
Transportation Network Compnay Driver's Permit/Bi-Annual	\$30.00
Vacation – General (12)	\$1,287.00

<u>COURT</u>	<u>FEE</u>
Community Service Sign Up Fee	\$51.00
Court Fee (Generally)	\$51.00
Driver’s License Sanctions	\$25.00
Failure to Appear	\$50.00
Payment Plan Fee	\$25.00

<u>FIRE</u>	<u>FEE</u>
Burn Permits	\$10.00
Burn to Learn	\$1,562.00
Insurance Company Report	\$25.00
Copies of County Road Directory	\$15.00
Roadway Wash Down	\$107.00
<u>PARK FACILITY / DAILY USE FEES (3)(4)</u>	<u>FEE</u>
Capella Use Fees	
Basic Use Fee	\$107.00 /hour w/2 hour min
Musical Event Fee ( <del>non-profit only</del> - minimum 3 event series)	\$20.00/hour w/2 hour min
Security Deposit	\$214.00/event
Other Park Facilities	
Bandshell/Stage Use: <i>non-resident add 50%, non-profit subtract 50%</i>	\$43.00
Concession Stand w/restrooms	\$80.00
Concession Restrooms Only	\$25.00
Folding Picnic Table / each, per event (8)	\$20.00
Key replacement	\$25.00
Park Use/Commercial	
City Resident	
1-100	\$43.00
>Each additional 100	\$43.00
Non-City Resident	
1-5	\$107.00
6-30	\$160.00
31-60	\$320.00
61-100	\$428.00
>Each additional 100	\$54.00
Expedited Plan Review for Special Events (20)	\$500.00
Park Use/Standard	
City Residents; <i>non-resident add 50%, non-profit subtract 50%</i>	
0-200	\$43.00
201-400	\$79.00

<u>PARK FACILITY / DAILY USE FEES</u> (Continued)	<u>FEE</u>
401-600	\$158.00
601-1000	\$264.00
> Each additional 100	\$43.00
<u>PLANNING</u>	<u>FEE</u>
Annexation (5)	\$5,313.00
Appeal to City Council (9)	Equal to Application Fee
Appeal to Planning Commission	\$160.00
Combined Preliminary/Final Plat Approval	\$854.00
Comprehensive Plan Amendment (5)	\$3,838.00
Conditional Use Permit (Generally)	\$2,721.00
Detailed Development Plan (5)	\$7,619.00
Extension of Time SUB/CUP	\$54.00
Home Occupation	\$42.00
<b>Home Occupation Permit for Non-profit</b>	<b>No Fee</b>
Lot Line Adjustment/Lot Line Vacation	\$150.00
LU Compatibility Statements	\$43.00
Master Plan Development (5)	\$8,980.00
Minor Change	\$1,048.00
Partition	\$2,095.00
Mural Application	\$80.00
Permit Clearance Review	\$177.00
<b>Minor Additions &amp; Repairs</b>	<b>\$59.00</b>
Planned Unit Development (5)	\$4,680.00
Pre-Application Services (6)	\$550.00
Re-Notification	\$145.00
Sign Approval	\$139.00
Street Naming	\$103.00
Subdivision (5)	\$2,166.00
Subdivision Final Approval	\$160.00
Subdivision Replat (5)	\$2,138.00
Variance	\$2,549.00

<u>PLANNING (continued)</u>	<u>FEE</u>
Vacation – Land Use (12)	\$2,577.00
Workforce Housing Accessory Dwelling Registration Fee	\$54.00
Zone Change (without Comp Plan Amendment)	\$2,876.00
<u>POLICE</u>	<u>FEE</u>
Fingerprinting – per card	\$10.00
Intoxilizer	\$5.00
Police Reports/per report	\$10.00
Urinalysis	\$5.00
<u>PUBLIC WORKS</u>	<u>FEE</u>
Building Inspection Fees	Pursuant to the State of Oregon Building Codes Division established fee guidelines
Public Works / Right-of-Way Plan Review (5) (13)	\$78.00/plan sheet
Public Works / Right-of-Way Permit and Inspection (7)(17)	\$84.00 or 5% of project value, whichever is greater
Right to Use/Encroachment Permit (17)	\$43.00
Hydrology report review (5)	\$208.00
TV Inspection Fee	\$180/hour w/2 hour min
<u>SEWER &amp; WATER</u>	<u>FEE</u>
<i>Sewer</i>	
4” Sewer Tap-in (14)	Actual time & materials with minimum of \$3,857
6” Sewer Tap-in (w/o existing lateral to property line) (14)	Actual time & materials with minimum of \$5,179
BOD/SS Compiler (15)	\$156.00
Flow Meter Data Logger (15)	\$156.00
Oil & Grease Trap Inspection	\$50 stand alone/\$25 if done w/Backflow Insp
<i>Water</i>	
Annual Backflow Inspection	\$104.00

<u>SEWER &amp; WATER (continued)</u>	<u>FEE</u>
Meter Drop-in Connection Fee	
5/8 x 3/4"	\$255.00
3/4"	\$287.00
1"	\$417.00
1-1/2"	\$1,644.00
2"	\$1,956.00
4" (14)	Actual time & materials with estimated deposit
Hydrant Meter Installation (includes uninstal)	\$103.00
Service Extension inside City limits	
1 inch single service	\$3,890.00
2 inch single service	\$5,276.00
2 inch dual service	\$6,170.00
4" Service and larger	Contractor only
Service Extension Outside City Limits	Add 20% to inside City limit fees
4" Service and larger	Contractor only
<u>SWIMMING POOL USE</u>	Established annually by City Manager or designee.

Notes:

- (1) All copy charges are calculated based on a single-sided 8 ½ x 11 page. An 8-1/2 x 14 page will be charged at one and one-half (1-1/2) the cost of singled sided page, and 11 x 17 pages will be charged as two (2) single sided pages. Large copying projects (>200 single sided pages or >100 double sided) will be charged actual copying and labor costs, with prior notification to, and acknowledgement of the requestor.
- (2) Determination of need for legal review must be made by the City Manager.
- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Park Use Fees will be waived for-the Azalea Festival, American Music Festival, Natures Coastal Holiday and Festival of Art at Stout Park.-Event organizers seeking fee waivers and City financial assistance through the Tourism Promotion Advisory Committee shall make such waiver part of their event request. The City Manager may waive Parks Use Fees for non-profit events when the total is less than \$50.
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly, for staff and/or consultant's time and other associated costs incurred with processing the application (including but not limited to planning, public works, engineering, City administration, legal and inspection services).
- (6) Pre-application meeting fee will be applied to the application fee if the application is submitted within one (1) year of the pre-application meeting. Each pre-application meeting increases the application fee by \$529.00
- (7) Fee is collected at time of permit issuance.
- (8) Tables may be rented at a reduced 50% rate with a minimum of 5 tables when both pick-up and delivery are handled by the applicant.
- (9) Appeal fee will be equal to the applicable application fee and adjusted, up or down, based on final cost recovery.
- (10) Fees noted are in addition to applicable records search fees. Any request requiring more than 1 hour of staff time for conversion, copying to disc, etc., will be charged the records search rate, in addition to standard fees, with prior notification to, and acknowledgement of the requestor. Sending and receiving of electronic files, and conversion of paper documents to PDF format, is limited to current available in-house technology.
- (11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of barricades and cones.
- (12) Vacations requiring an additional hearing before the Planning Commission will be charged at twice the standard fee. (Standard fee includes a hearing before the City Council).
- (13) One-time fee. Incomplete submittals will not be accepted.
- (14) Deposit based on estimate to be applied to actual cost of time and materials. Any deposit amount exceeding actual costs will be refunded upon project completion. Amounts in excess of the deposit will be billed at the earliest known stage in the project, or upon project completion.
- (15) Subject to availability.
- (16) If appellant prevails, appeal fee will be refunded.
- (17) Fee will be doubled for failure to obtain permit in advance of performing work.
- (18) Non-contiguous recurring events will be charged the base fee for the first event and \$10 for each recurrence during a calendar year.
- (19) Barricade/cone fee for non-contiguous recurring events will be applied only once.
- (20) For event applications forms submitted less than 14 days from date of event



# City of Brookings CITY COUNCIL MEETING MINUTES

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

Monday, May 8, 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, Roger Thompson and Dennis Triglia; Student Ex Officio Shawntisha Bailey absent; a quorum present.

Staff present: Finance and Human Resources Director Janell Howard, City Attorney Martha Rice, Public Works and Development Director Paul Stevens, Building Inspector Garrett Thomson, Parks and Planning Manager Tony Baron, Community Planner Mark Schexnayder, Police Lieutenant Donny Dotson, Fire Chief Jim Watson and City Recorder Teri Davis.

Media Present: Jane Stebbins from the Curry Pilot was present

Others Present: Over 60 audience members.

## Ceremonies

### *Introduction of new Staff Member*

Parks and Planning Manager Tony Baron introduced new Community Planner, Mark Schexnayder. Mr. Schexnayder addressed Council saying he is glad to be here.

### *Monarch City Proclamation*

Mayor Pieper explained that he will be utilizing a new process when dealing with proclamations which includes a vote by Council to authorize the proclamation.

Director Howard invited Councilor Triglia to present the staff report.

Councilor Triglia provided background and explained the tagging and tracking process.

Holly Beyer of 625 Meadow Lane addressed Council in support of the designation. She offered to provide \$50 to help offset the fee if necessary.

**Councilor Thompson moved, Councilor Hamilton seconded and Council voted unanimously to authorize Mayor Pieper to issue a Proclamation designating Brookings as a Monarch City and authorize the City to pay the \$350 Monarch City USA membership fee.**

Mayor Pieper read the proclamation and presented it to Vicki Mion.

## **Oral Requests and Communications from the audience**

- No audience members requested to address Council on non-agenda items.

## **Staff Reports**

### *Azalea Park Tree Removal*

Parks and Planning Manager Baron presented the staff report.

Councilor Triglia asked how staff determined which trees would be cut.

Mr. Baron explained that a height to pedestrian concentration ratio was utilized; split trunks and visible conk were considered.

Councilor Hamilton asked about the \$21,000 cost arrangements.

Mr. Baron said there was no cash outlay. Western Pacific Tree Service would recoup funds from the wood revenue it receives.

Councilor Hodges asked if it was in fact 60 trees.

Mr. Baron said that the first round actually includes about 50 trees, but the program is ongoing.

Mayor Pieper invited public comment on the matter.

The following individuals addressed Council in opposition to the measure:

1. Bill Dundo of 96829 E. Harris Heights
2. Glencora Powers of 96440 Cape Ferrelo Road
3. Keith Schmitz of 96440 Cape Ferrelo Road
4. Gina Soltis of 99065 McVay Creek Road
5. Azam Azaditarar of 1223 Barclay Lane
6. Teresa Lawson of 224 Cedar Street
7. Marta Wozniak of 1006 Ruth Lane – provided copy of email between herself and Tasha Livingstone which recommended resources about management of public parks (entered into record)
8. Adam Briggs of 1006 Ruth Lane
9. Kidd Stubbs of 16905 Crown Terrace
10. Lauren Specter of 1216 Moore St. #107
11. Alyssa Babin of 514 Myrtle Street
12. Ira Tozier of 615 Harbor Court
13. Timothy Young of 17188 S. Passley Road
14. Dan Sherman of 820 Brookhaven Drive
15. Judy Kaplan of 441 Buena Vista Loop
16. Cilde Grover of 1521 Winchuck River Road
17. Betty Nichols of Ashland was unable to attend the meeting but provided a letter of opposition (entered into record).

The following individuals addressed Council in support of the measure:

1. Sean Armstrong of 452 Mendy Street

2. Scott Thiemann representing the OSU Extension

The following individual addressed Council as an interested party:

1. Cam Lynn of 17844 Urchin Road

Mayor Pieper invited Mr. Baron to respond to the audience comments. Mr. Baron provided an explanation of the plan map and said that the trees set for removal are marked with a white dot.

Councilor Triglia reminded the audience that there is a work party on May 20 in Azalea Park to work on the azaleas. He encouraged all audience members to attend.

Councilor Triglia indicated that it would be prudent to delay the tree removal and hold a community workshop on the matter.

Councilor Thompson said that experts have already examined the trees and determined the need for removal.

Councilor Hodges challenged the accusation of non-transparency charged by some of the audience members.

Councilor Hodges said that he saw no harm in waiting in order to gather more evidence.

Councilor Hamilton said he is concerned with safety, but getting more involvement from the community would be good.

Mayor Pieper reiterated that the charge of non-transparency is unjustified. All City meetings are noticed via the website where citizens can sign up to automatically receive the notices. All business is handled in open meeting.

**Councilor Thompson moved to reaffirm approval for the Azalea Park Tree Removal Work Plan presented at the December 12, 2016 City Council meeting. There was no second. Motion dies for lack of a second.**

Councilor Hodges suggested an open forum workshop with a Question & Answer session followed by a tour through the park which includes the justification for removal of each tree.

Mr. Baron offered an explanation of the alternate action included in the staff report. He said delaying the tree removal would result in multiple meetings. He suggested appointing a citizen committee to study the problem.

Mayor Pieper expressed concern that the conclusion would likely be the same, but he would support scheduling a special workshop.

Councilor Hamilton asked that the opposition group delegate a few individuals to speak on its behalf.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted to schedule a special public workshop to further study the issue with four Councilors voting “Aye” and Councilor Thompson voting “Nay”.**

*Cantilevered Deck over City Right of Way*

Building Inspector Garrett Thomson presented the staff report.

Councilor Hodges pointed out that the property owner no longer wants to continue with the proposed project.

Mr. Thomson advised that he would still like Council guidance regarding this type of matter in case it comes up in the future.

Council discussed the pros and cons of allowing these types of structures. Council advised Mr. Thomson to return with proposed language changes to the Municipal Code.

**No further Council action was taken.**

*Refund of Permit Application Fees for Friends of Music*

Public Works & Development Director Paul Stevens presented the staff report.

**Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to authorize the City Manager to process a refund in the amount of \$2,649.00 to Brookings-Harbor Friends of Music.**

*Chamber of Commerce Visitors' Map funding*

City Recorder Teri Davis presented the staff report.

**Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to allocate a \$1,150,80 grant from Transient Occupancy Tax revenues to subsidize distribution of visitors' maps.**

*Fungi Fest funding*

City Recorder Teri Davis presented the staff report.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to allocate a \$2,000.00 grant from Transient Occupancy Tax revenues to the Fungi Fest event.**

*Rock the Chetco funding*

City Recorder Teri Davis presented the staff report.

Event coordinator Mike Frederick of 16883 Yellowbrick Road addressed Council with a brief explanation about the event.

**Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to allocate a \$3,000.00 grant from Transient Occupancy Tax revenues to the Rock the Chetco event.**

**Consent Calendar**

1. Approve Council minutes for April 24, 2017
2. Accept TPAC minutes for March 16, 2017
3. Accept Parks & Rec minutes for February 23, 2017

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to approve the Consent Calendar.

**Remarks from Mayor and Councilors**

Councilor Hodges noted that there are plenty of committee vacancies needing volunteer support and expressed a hope that the people in attendance at this meeting would consider volunteering to fill those vacant positions.

Councilor Triglia provided a committee liaison report for the Sudden Oak Death committee. He provided his notes to the City Recorder (entered into record).

Mayor Pieper asked Councilors to consider volunteering to chair a two-Councilor selection committee to award a Volunteer of the Year. While serving on the committee also consider provision of a gift for the winner.

Mayor Pieper said he would like to discuss the meeting noticing process at a future workshop.

Director Howard asked for Council consensus to provide a donation of pool passes to the Brookings United Soccer fundraiser. Council agreed to the donation.

**Adjournment**

Councilor Thompson moved, Councilor Hamilton seconded and Council voted by voice to adjourn the meeting at 10:24 p.m.

Respectfully submitted:

ATTESTED:  
this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

# City of Brookings

## SPECIAL CITY COUNCIL MEETING MINUTES

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

Thursday, May 15, 2017

### Call to Order

Mayor Pieper called the meeting to order at 4:00 p.m.

### **Roll Call**

Council present: Mayor Pieper, Councilors Bill Hamilton, Dennis Triglia and Roger Thompson present. Councilor Hodges was absent; a quorum present.

Staff present: City Manager Gary Milliman, Public Works and Development Director Paul Stevens, and Parks and Planning Manager Tony Baron.

### **Staff Reports**

#### *Chetco Point Parking Lot Paving*

Parks Manager Tony Baron provided the staff report.

Councilor Triglia pointed out two items on the contract regarding pricing and date that needed to be confirmed. Director Stevens explained the date of the contract was within the prescribed parameters.

Mayor Pieper asked about the scope of the paving. It was confirmed that the entire area that is currently gravel will be paved. Direction of travel will also be changed to one-way allowing for diagonal parking spaces which will increase capacity.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to enter into an agreement with Tidewater Contractors to pave the Chetco Point Parking Lot.**

#### *Chetco Point Restroom*

Parks Manager Tony Baron provided the staff report.

Mayor Pieper asked if security cameras will be installed. Mr. Baron indicated that could be done.

**Councilor Hamilton moved, Councilor Triglia seconded and Council voted unanimously to authorize the City Manager to enter into an agreement with CXT Inc. to construct a concrete restroom for Chetco Point Park.**

**Adjournment**

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously by voice vote to adjourn at 4:11 p.m.

Respectfully submitted:

ATTESTED:  
this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

300 Allen Lane  
Brookings, OR 97415  
8 May 2017

Mark Schexnayder, Community Planner  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

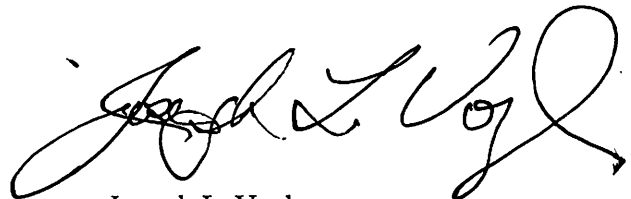
Dear Mark:

I regret that I will no longer be able to serve as a member of the Brookings Planning Commission.

For personal reasons, I find it necessary to resign my position immediately. I hope I have been able to provide a useful service to the City over the past two-plus years. I, myself, have found it to be both a rewarding and an educational experience.

I want to thank the City for allowing me to serve in this important position.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph L. Vogl". The signature is fluid and cursive, with a large loop at the end.

Joseph L. Vogl



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,765,595.00	96,267.54	2,684,210.23	81,384.77	97.1
LICENSES AND PERMITS	106,000.00	8,354.64	80,277.74	25,722.26	75.7
INTERGOVERNMENTAL	218,000.00	7,445.29	113,948.87	104,051.13	52.3
CHARGES FOR SERVICES	159,500.00	5,348.95	141,181.15	18,318.85	88.5
OTHER REVENUE	132,100.00	6,236.11	119,388.51	12,711.49	90.4
TRANSFERS IN	338,456.00	.00	.00	338,456.00	.0
	<u>3,719,651.00</u>	<u>123,652.53</u>	<u>3,139,006.50</u>	<u>580,644.50</u>	<u>84.4</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	22,394.00	2,068.44	18,546.48	3,847.52	82.8
MATERIAL AND SERVICES	14,000.00	1,262.00	9,274.74	4,725.26	66.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,394.00</u>	<u>3,330.44</u>	<u>27,821.22</u>	<u>8,572.78</u>	<u>76.4</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	184,393.00	15,187.35	154,846.53	29,546.47	84.0
MATERIAL AND SERVICES	93,800.00	4,994.81	103,895.24	( 10,095.24)	110.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>278,193.00</u>	<u>20,182.16</u>	<u>258,741.77</u>	<u>19,451.23</u>	<u>93.0</u>
POLICE:					
PERSONAL SERVICES	2,047,855.00	152,195.68	1,638,074.64	409,780.36	80.0
MATERIAL AND SERVICES	166,400.00	9,935.56	130,471.16	35,928.84	78.4
CAPITAL OUTLAY	55,150.00	.00	33,873.43	21,276.57	61.4
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,269,405.00</u>	<u>162,131.24</u>	<u>1,802,419.23</u>	<u>466,985.77</u>	<u>79.4</u>
FIRE:					
PERSONAL SERVICES	174,117.00	14,153.85	143,034.00	31,083.00	82.2
MATERIAL AND SERVICES	103,500.00	4,609.81	68,765.52	34,734.48	66.4
CAPITAL OUTLAY	45,519.00	.00	38,855.92	6,663.08	85.4
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>323,136.00</u>	<u>18,763.66</u>	<u>250,655.44</u>	<u>72,480.56</u>	<u>77.6</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>PLANNING AND BUILDING:</b>					
PERSONAL SERVICES	202,191.00	24,826.49	178,571.09	23,619.91	88.3
MATERIAL AND SERVICES	89,600.00	905.72	12,948.52	76,651.48	14.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>291,791.00</u>	<u>25,732.21</u>	<u>191,519.61</u>	<u>100,271.39</u>	<u>65.6</u>
<b>PARKS &amp; RECREATION:</b>					
PERSONAL SERVICES	172,655.00	12,613.74	142,912.81	29,742.19	82.8
MATERIAL AND SERVICES	70,400.00	10,582.00	138,134.61	( 67,734.61)	196.2
CAPITAL OUTLAY	650.00	4,031.88	41,433.80	( 40,783.80)	6374.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>243,705.00</u>	<u>27,227.62</u>	<u>322,481.22</u>	<u>( 78,776.22)</u>	<u>132.3</u>
<b>FINANCE AND HUMAN RESOURCES:</b>					
PERSONAL SERVICES	180,610.00	14,733.87	147,086.79	33,523.21	81.4
MATERIAL AND SERVICES	33,000.00	1,881.81	19,334.82	13,665.18	58.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>213,610.00</u>	<u>16,615.68</u>	<u>166,421.61</u>	<u>47,188.39</u>	<u>77.9</u>
<b>SWIMMING POOL:</b>					
PERSONAL SERVICES	54,263.00	.00	48,200.53	6,062.47	88.8
MATERIAL AND SERVICES	36,000.00	464.97	17,402.18	18,597.82	48.3
CAPITAL OUTLAY	4,300.00	.00	.00	4,300.00	.0
	<u>94,563.00</u>	<u>464.97</u>	<u>65,602.71</u>	<u>28,960.29</u>	<u>69.4</u>
<b>NON-DEPARTMENTAL:</b>					
MATERIAL AND SERVICES	144,000.00	7,681.89	82,180.14	61,819.86	57.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	227,500.00	.00	.00	227,500.00	.0
CONTINGENCIES AND RESERVES	627,354.00	.00	.00	627,354.00	.0
	<u>998,854.00</u>	<u>7,681.89</u>	<u>82,180.14</u>	<u>916,673.86</u>	<u>8.2</u>
	<u>4,749,651.00</u>	<u>282,129.87</u>	<u>3,167,842.95</u>	<u>1,581,808.05</u>	<u>66.7</u>
	<u>( 1,030,000.00)</u>	<u>( 158,477.34)</u>	<u>( 28,836.45)</u>	<u>( 1,001,163.55)</u>	<u>( 2.8)</u>

CITY OF BROOKINGS  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	467,000.00	27,649.16	315,693.13	151,306.87	67.6
OTHER REVENUE	12,750.00	394.05	12,284.84	465.16	96.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>479,750.00</u>	<u>28,043.21</u>	<u>327,977.97</u>	<u>151,772.03</u>	<u>68.4</u>
 <u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	201,432.00	14,990.99	169,081.99	32,350.01	83.9
MATERIAL AND SERVICES	193,400.00	18,372.02	116,816.12	76,583.88	60.4
CAPITAL OUTLAY	101,300.00	360.15	37,690.24	63,609.76	37.2
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	49,954.00	.00	.00	49,954.00	.0
CONTINGENCIES AND RESERVES	118,664.00	.00	.00	118,664.00	.0
	<u>664,750.00</u>	<u>33,723.16</u>	<u>323,588.35</u>	<u>341,161.65</u>	<u>48.7</u>
	<u>664,750.00</u>	<u>33,723.16</u>	<u>323,588.35</u>	<u>341,161.65</u>	<u>48.7</u>
	<u>( 185,000.00)</u>	<u>( 5,679.95)</u>	<u>4,389.62</u>	<u>( 189,389.62)</u>	<u>2.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	5,894.77	30,307.11	( 30,307.11)	.0
CHARGES FOR SERVICES	1,607,000.00	105,462.73	1,307,531.95	299,468.05	81.4
OTHER INCOME	42,000.00	4,128.06	50,196.32	( 8,196.32)	119.5
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,649,000.00</u>	<u>115,485.56</u>	<u>1,388,035.38</u>	<u>260,964.62</u>	<u>84.2</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	369,885.00	26,516.57	278,947.07	90,937.93	75.4
MATERIAL AND SERVICES	201,900.00	8,991.89	154,174.83	47,725.17	76.4
CAPITAL OUTLAY	59,900.00	398.39	42,950.49	16,949.51	71.7
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>631,685.00</u>	<u>35,906.85</u>	<u>476,072.39</u>	<u>155,612.61</u>	<u>75.4</u>
WATER TREATMENT:					
PERSONAL SERVICES	299,564.00	24,951.93	248,470.16	51,093.84	82.9
MATERIAL AND SERVICES	195,300.00	8,878.33	163,759.92	31,540.08	83.9
CAPITAL OUTLAY	35,400.00	398.39	6,368.39	29,031.61	18.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	417,829.00	.00	.00	417,829.00	.0
CONTINGENCIES AND RESERVES	179,222.00	.00	.00	179,222.00	.0
	<u>1,127,315.00</u>	<u>34,228.65</u>	<u>418,598.47</u>	<u>708,716.53</u>	<u>37.1</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,759,000.00</u>	<u>70,135.50</u>	<u>894,670.86</u>	<u>864,329.14</u>	<u>50.9</u>
	<u>( 110,000.00)</u>	<u>45,350.06</u>	<u>493,364.52</u>	<u>( 603,364.52)</u>	<u>448.5</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 10 MONTHS ENDING APRIL 30, 2017

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	14,760.77	( 19,260.77)	328.0
CHARGES FOR SERVICES	3,004,000.00	258,090.88	2,580,867.45	423,132.55	85.9
OTHER REVENUE	5,000.00	1,303.91	15,644.50	( 10,644.50)	312.9
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,004,500.00</u>	<u>259,394.79</u>	<u>2,611,272.72</u>	<u>393,227.28</u>	<u>86.9</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	522,442.00	39,181.76	439,954.18	82,487.82	84.2
MATERIAL AND SERVICES	227,700.00	8,461.40	126,407.06	101,292.94	55.5
CAPITAL OUTLAY	40,900.00	398.39	24,405.33	16,494.67	59.7
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>791,042.00</u>	<u>48,041.55</u>	<u>590,766.57</u>	<u>200,275.43</u>	<u>74.7</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	511,268.00	42,259.03	412,449.91	98,818.09	80.7
MATERIAL AND SERVICES	583,400.00	60,260.46	425,458.02	157,941.98	72.9
CAPITAL OUTLAY	24,900.00	398.39	6,368.39	18,531.61	25.6
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	1,591,503.00	.00	.00	1,591,503.00	.0
CONTINGENCIES AND RESERVES	306,887.00	.00	.00	306,887.00	.0
	<u>3,017,958.00</u>	<u>102,917.88</u>	<u>844,276.32</u>	<u>2,173,681.68</u>	<u>28.0</u>
	<u>3,809,000.00</u>	<u>150,959.43</u>	<u>1,435,042.89</u>	<u>2,373,957.11</u>	<u>37.7</u>
	<u>( 804,500.00)</u>	<u>108,435.36</u>	<u>1,176,229.83</u>	<u>( 1,980,729.83)</u>	<u>146.2</u>

CITY OF BROOKINGS  
 FUND SUMMARY  
 FOR THE 10 MONTHS ENDING APRIL 30, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	478,671.00	8,275.22	498,247.63	( 19,576.63)	104.1
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	733.61	4,160.19	( 3,660.19)	832.0
	<u>479,171.00</u>	<u>9,008.83</u>	<u>502,407.82</u>	<u>( 23,236.82)</u>	<u>104.9</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	7,877.66	27,122.34	22.5
CAPITAL OUTLAY	198,632.00	.00	.00	198,632.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	435,539.00	.00	.00	435,539.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>669,171.00</u>	<u>.00</u>	<u>7,877.66</u>	<u>661,293.34</u>	<u>1.2</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>669,171.00</u>	<u>.00</u>	<u>7,877.66</u>	<u>661,293.34</u>	<u>1.2</u>
	<u>( 190,000.00)</u>	<u>9,008.83</u>	<u>494,530.16</u>	<u>( 684,530.16)</u>	<u>260.3</u>

**Curry Citizens for Public Land Access  
Annual Membership and Volunteer Summary**

**April 14<sup>th</sup>, 2016- March 1st, 2017**

**Membership Summary**

**Paid Memberships-83**

**Memberships including family members- 184**

**Individual Memberships- 22**

**Family Memberships- 61**

**Renewed to date-24**

**Volunteer Projects Summary**

**Annual Totals**

**Volunteer Hours-473**

**Projects-9**

**Volunteer Days-14**

**Lower Rogue River Trail**

**4/16/2016**

**Total Volunteer Hours-11**

**Small Equip Hours-11**

**Number of work days-1**

**Work Performed- CCPLA member Wayne Adams assisted WRCMBA with trail work**

**Old Diggins Road**

**4/15/2016-6/21/2016**

**Travel Hours-16**

**Total Volunteer Hours-107**

**Small Equip Hours-47**

**Heavy Equip Hours-44**

**Number of work days-3**

**Equipment fuel-6 gallons**

**Work Performed-** Removed trees out of road 5 miles up USFS Rd. 3310. Repaired washouts and culvert. Cleaned ditches and finished brushing road.

**Dunkelberger Bar**

**4/19/2016-5/10/2016**

**Travel Hours-6**

**Total Volunteer Hours-111**

**Small Equip Hours-7**

**Heavy Equip Hours-53**

**Miscellaneous Operations- 19**

**Number of work days-2**

**Equipment fuel- 37 gallons**

**Work Performed:** Brushed out road. Hauled in rock with three trucks, one dump truck, two pick-ups, one trailer, one dozer and one backhoe. Filled in holes in road. Installed three water bars. Dugout culvert and replaced with a new one with rock cover. Performed dozer work on lower road.



**Game Lake Road**

**5/27/2016**

Travel Hours-3

Total Volunteer Hours-7

Hand Tools Hours-4

Number of work days-1

Work Performed: Repaired road with pick and shovel to make road passable for high clearance vehicle. Cut out two trees out of road.

**Southard Lake**

**6/7/2016**

Travel Hours-9

Total Volunteer Hours-21

Small Equip Hours-12

Number of Work Days-1

Mileage: 66 miles

Work Performed: Finished clearing and brushing road to lake.

**Adams Road**

**6/8/2016-6/27/2016**

Travel Hours-14

Total Volunteer Hours-60

Small Equip Hours-46

Number of Work Days-2

Work Performed: Brushed and cleaned culverts.

**Miller Road**

**7/16/2016**

**Travel Hours-13**

**Total Volunteer Hours-73**

**Small Equip Hours-45**

**Heavy Equip Hours-15**

**Number of Work Days-1**

**Work Performed: Brushed out and cleaned road way. Repaired washout and water bars.**

**Red Flats**

**7/19/2016-7/20/2016**

**Travel Hours-7**

**Total Volunteer Hours-35**

**Heavy Equip Hours-20**

**Hand Tools Hours-8**

**Number of Work Days-2**

**Work Performed: Repaired washouts. Cleaned culverts and water bars. Performed some brushing.**

**Mid Drift**

**8/17/2016**

**Travel Hours-8**

**Total Volunteer Hours-48**

**Small Equip Hours-8**

**Heavy Equip Hours-20**

**Hand Tools Hours-12**

**Number of Work Days-1**

**Work Performed: Removed trees and brush. Enlarged parking area and drive way with dozer. Cleared out river access. Spread rock on parking area and drive way. Installed sign.**

**Board Member Estimated Volunteer Hours (not including project hours)**

**Tom Hawkins- 180**

**Marc Chandler- not provided**

**Lori Hawkins- 125**

**Clare Reynolds- 142**

**Mike Miller- 396**

**Ron Hanson- not provided**

**Zip Fendrich- 125**

**Chris Coleman- 37**

**Dennis Hoffman- not provided**

**Total- 1005**

**Curry Citizens for Public Land Access  
Annual Membership and Volunteer Summary  
April 14th, 2016**

**Membership Summary**

Paid Memberships-95  
Memberships including family members- 177  
Individual Memberships- 31  
Family Memberships- 64  
Expired non-renewed to date- 5  
Renewed to date-14

**Volunteer Projects Summary**

**Annual Totals**  
**Volunteer Hours-693**  
**Projects-5**  
**Volunteer Days-18**

**USFS 3310, 3340-110 &115  
4/10/2015-6/20/2015**

Trip Miles-700  
Total Volunteer Hours-465.5  
Small Equip Hours-306  
Heavy Equip Hours-159.5  
Number of work days-10

**Peavine Rd USFS 1101, Winchuck  
11/4/2015-11/8/2015**

Travel Time-14 Hours  
Total Volunteer Hours-80.5  
Small Equip Hours-9.5  
Heavy Equip Hours-57  
Number of work days-3

**Pine Grove Trail USFS Trail 3318 to Road 3318.080  
2/13/2016-2/17-2016**

Travel Time-31 Hours

Total Volunteer Hours-40

Small Equip Hours-16

Hand Tools Hours-24

Number of work days-2

**Hawkins Bar USFS Road 33.129  
3/5/2016-3/23/2016**

Travel Time-13 Hours

Total Volunteer Hours-65

Small Equip Hours-7

Heavy Equip Hours-34

Misc Operation Hours-24

Number of work days-2

Note- 49 hours donated by Zip Fendrich working on  
dump truck for project (hours not included in total)

**Hummingbird Gardens off USFS Road 3313  
4/9/2016**

Travel Time-18 Hours

Total Volunteer Hours-42

Small Equip Hours-3

Hand Tools Hours-34

Misc Operation Hours-5

Number of Work Days-1

**Board Member Estimated Volunteer Hours (not  
including project hours)**

Tom Hawkins- 100

Marc Chandler- not provided

Lori Hawkins- 50

Clare Reynolds- 115

Mike Miller- 186

Ron Hanson- not provided

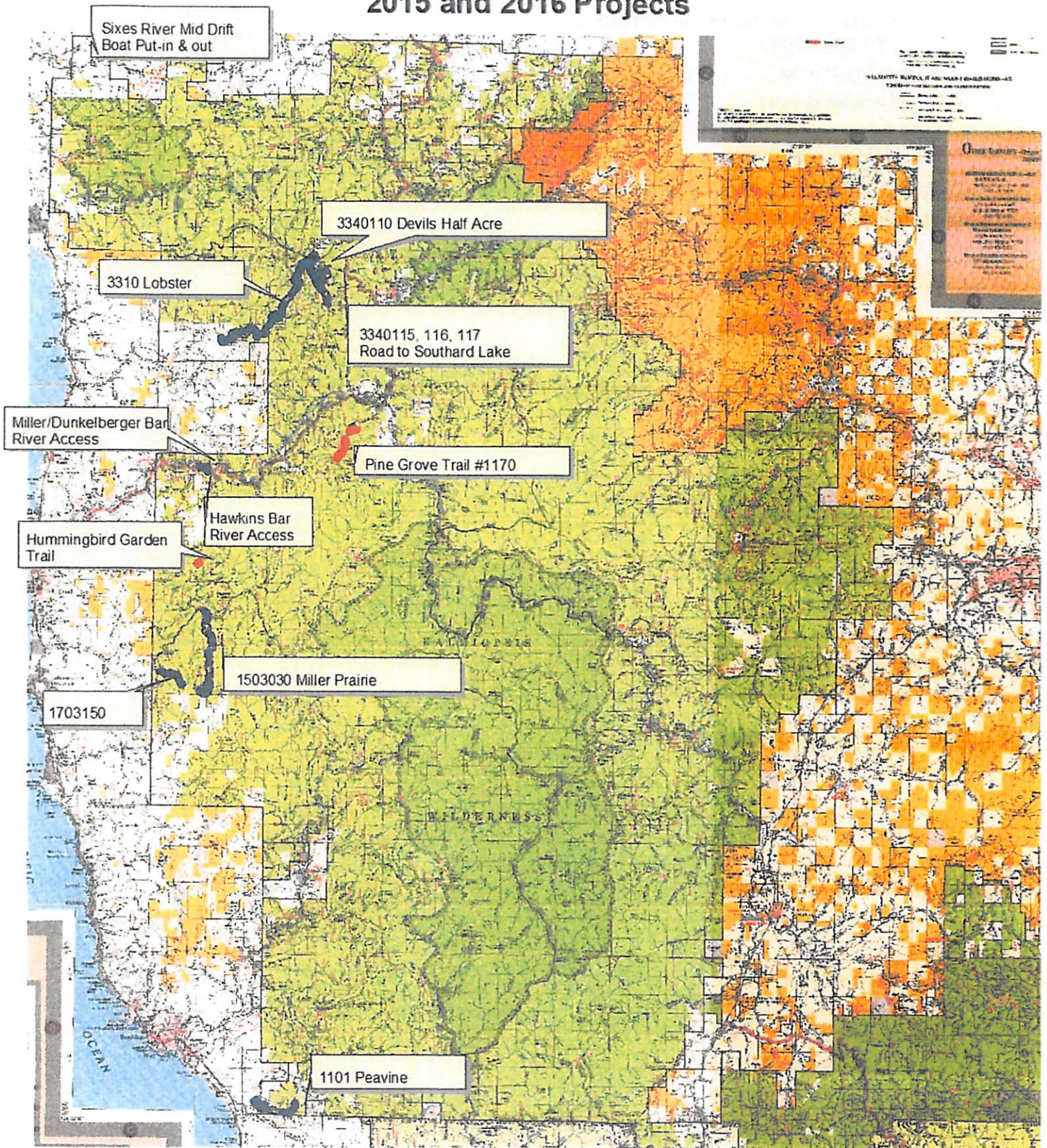
Zip Fendrich- 125

Chris Coleman- 10

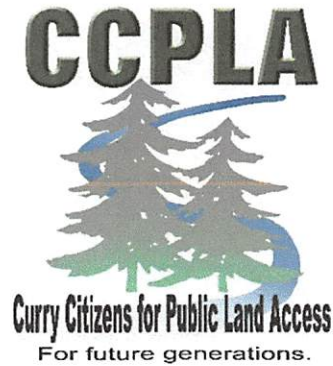
Dennis Hoffman- not provided

**Total- 586**

# Curry Citizens for Public Land Access In Cooperation with US Forest Service and Oregon Department of Fish & Wildlife 2015 and 2016 Projects



10 0 10 Miles



**Curry Citizens for Public Land Access**  
P.O. Box 183  
Gold Beach, OR 97444  
[currypublicland@gmail.com](mailto:currypublicland@gmail.com)  
[WWW.CCPLA.COM](http://WWW.CCPLA.COM)

**The purpose of Curry Citizens for Public Land Access is to advocate for the protection of all forms of motorized and non-motorized access for recreation and other uses on public lands for present and future generations.**

- **Advocate to secure the maximum retention of recreational and other access on public lands.**
- **Educate the public of their rights and responsibilities for the purpose of promoting public land use.**
- **Coordinate volunteer efforts that enhance public lands and public land access.**
- **Participate in planning and decision making processes by direct interaction with natural resource managers, recreationalist, public officials, and landowners.**

**Monthly Meeting**  
**EVERYONE IS ENCOURAGED TO ATTEND**  
2nd Thursday of every month  
6:30 pm  
Panthers Den Pizza, Gold Beach, OR

**Franchise Fee Revenue Comparisons**  
**Cities of Like Size**

<b>City</b>	<b>Population</b>	<b>Revenue</b>
Talent	(6270)	\$490,000 <sup>(1)</sup>
Seaside	(6585)	\$706,000
Scappoose	(6745)	\$459,000
Madras	(6265)	\$406,540
Brookings	(6565)	\$106,409
Brookings+		\$237,297 <sup>(2)</sup>

(1) Includes July 1, 2017, increase in Pacific Power franchise rate from 5.0 to 7.0 percent

(2) Includes value of services provided by CCEC and CTR at no charge



**OREGON SUDDEN OAK DEATH TASK FORCE  
CORE SCIENCE GROUP SUBCOMMITTEE  
May 16, 2017 meeting; Salem, Oregon**

**Items of Interest:**

1. HB3151, a bill related to Sudden Oak Death funding is now pending in the Joint Ways and Means Committee. This bill originally aimed to appropriate \$695,000 to the State Forestry Department for the 2017-2019 biennium to carry out integrated pest management program to combat Sudden Oak Death. An amendment to the bill <sup>WILL BE</sup> ~~was~~ made to up the request to \$1,700,000 from \$695,000 for the biennium from the state General Fund. Oregon State Senator, Betsy Johnson who is a co-Vice Chair of the Joint Ways and Means Committee requested that a representative from OSU testify in support of HB3151 when it comes before the Committee for consideration in late May. Jared LeBoldus, an Assistant Professor at the OSU College of Forestry, Forest Engineering, Resources and Management Department, and a member of the Core Science Group, will testify on behalf of the benefit of research being considered at OSU. This bill is now the #1 Priority of the Coastal Caucus in the Oregon State Legislature. U.S. Senator Merkley will seek additional Federal funding in Washington, D.C. and a request from OSU for Federal Research Funding to be performed at OSU has been submitted for \$1.2 M for FY 2018, followed by \$1.7 M each year for FY 2019-2021. The BLM has requested a \$550,000 increase to S.O.D. to allow the BLM to use a miscellaneous obligation to transfer grant funds to a state or county government for treating and monitoring invasive species. The US Forest Service has requested a \$380,000 increase for administration and treatment on USFS land and a \$3,650,000 increase for support to others (e.g., ODF, OSU, BLM). Congressman DeFazio was also given all Appropriations requests by Amy Amrhein from Sen. Merkley's office, and she advised that a request for appropriations should also come from the House of Representatives for added clout. Additionally, the Public-Private-Civic Funding Subcommittee of the S.O.D. Task Force will be seeking public (state and Federal agencies) funding, private funding from timber companies, nursing industries and major landowners, and philanthropic funding from such groups as the Ford Family, OCF, Murdock and Gates.
2. The members of the Core Science Group (15 of us in Salem and one *via* phone) further discussed and refined the scientific research priorities we had established at the April 13<sup>th</sup> meeting in Brookings to include 4 recommended Research areas:
  - a) Integrated Pest Management strategies including silvicultural and chemical control treatments with a focus on resistance, spread and survival.

- b) Evaluate and improve Early Detection monitoring methods so infections may be identified more quickly. (Aerial surveys are too late and stream-baiting implies that *P. ramorum* spores may already be present.)
  - c) Examine the ecological impacts of chemical control and phosphite treatments (birds, fish, other land animals, fire impacts, etc.). Also, examine the ecological consequences on plants and trees of doing nothing at all.
  - d) EU1 Epidemiology (comparison of EU1 and NA1 S.O.D. variants for virulence, pathogenicity, sporulation and epidemiology)
3. There are 4 alternatives to Sudden Oak Death treatment going forward and each has an estimated cost associated with it. They are:
- a) Alternative 1: Transition to living with the disease. Under this alternative, the slow-the-spread program (survey, detection and eradication) would be halted. An Economic Impact Study would need to be performed to determine the economic consequences of inaction.
  - b) Alternative 2: Continue the current slow-the-spread program as funded today (Cost: \$1,725,000 per year).
  - c) Alternative 3: Continue the current slow-the-spread program with enhanced funding to fully treat all infested sites (Cost: \$5,320,000 per year).
  - d) Alternative 4: Contain the Infection to Curry County for as long as possible. This alternative focuses on preventing S.O.D. from entering adjacent counties (Coos, Douglas and Josephine) for as long as possible and avoiding a countywide S.O.D. Quarantine for Curry County (Cost: \$5,920,000 per year).
4. Other questions to be considered are:
- a) What do we do if it reaches Coos Bay, the Rogue Valley or the Willamette Valley?
  - b) What happens if we lose all of our tanoak?
  - c) If we let S.O.D. take its course, what does that mean for the future of our forests?
  - d) What are the high-risk behaviors for spread (humans?)
  - e) Does climate change affect the spread of S.O.D.? We told Amy Amrhein that if Sen. Merkley wants this to be studied that we would require additional funding of \$500,000 for predictive computer modeling.

The next meeting I shall attend is on Wednesday, May 31 in Bandon to deliver our subcommittee's recommendations to the full Sudden Oak Death Task Force. The recommendations approved by the full Task Force will become the core elements of our strategic action plan. Once the action plan is developed and accepted, the implementation phase will begin.

Respectfully submitted by Councilor Dennis Triglia at 22 May 2017 City Council Meeting  
Liaison to SOD Task Force / Core Science Group Subcommittee

