

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, July 24, 2017, 7:00pm

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

The City Council will meet in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed" and under the authority of ORS 192.660(2)(i) "To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies

1. Volunteer of the Year Presentation

E. Appointments

1. Re-Appoint Bob Pieper to Tourism Promotion Advisory Committee [Pg. 3]

F. Oral Requests and Communications from the audience

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

G. Resolutions

1. Oregon Resources Research and Education Center (ORREC)
[City Manager, Pg. 6]
 - a. Draft Support Letter [Pg. 7]
 - b. ORREC Overview [Pg. 8]
 - c. Resolution 17-R-1118 [Pg. 15]
2. Central Building Parking Agreement [Pg. 16]
 - a. Brookings Parking Plan Excerpt [Pg. 19]
 - b. Email from Bret Curtis [Pg. 21]
 - c. Proposed Lease Agreement [Pg. 22]
 - d. Parking Lot Plan [Pg. 27]
 - e. Brookings Municipal Code Downtown Parking Regulations [Pg. 28]
 - f. Resolution 17-R-1119 [Pg. 31]

H. Staff Reports

1. Azalea Park Use Fee Waiver [Parks, Pg. 32]
 - a. Waiver Request [Pg. 33]
2. Railroad Street Phase II Bid Acceptance [PWDS, Pg. 35]
 - a. ODOT Agreement [Pg. 37]
 - b. Street Plans Sheets [Pg. 50]
3. Salmon Run Golf Video Funding [City Recorder, Pg. 53]
 - a. Proposal [Pg. 54]

4. Treatment Plant Contracting Update [City Manager, Pg. 55]
5. Harbor Sanitary District Agreement [City Manager, Pg. 56]
 - a. Draft Intergovernmental Agreement [Pg. 59]
 - b. Mutual Release and Settlement of Claims [Pg. 79]

I. Consent Calendar

1. Approve Council minutes for July 10, 2017 [Pg. 82]
2. Receive monthly financial report for June 2017 [Pg. 85]

J. Remarks from Mayor and Councilors

1. Council Liaison Reports

K. Adjournment

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

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



CITY OF BROOKINGS

JUL 17 2017

RECEIVED.....

City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: 541-469-2163 Fax: 541-469-3650

www.brookings.or.us

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: Bob Pieper

Physical Address: 624 Railroad Ave

Mailing Address: P.O. Box 1861

Email Address: bobshuh@gmail.com Phone: 541-412-1723

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

- | 1. Commission/Committee applying for: | <u>Composition (i)</u> | <u>Term (ii)</u> |
|---|--------------------------|------------------|
| <input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii) | 5 Electors, 2 UGB | 4 years |
| <input type="checkbox"/> Budget Committee | 5 Electors | 3 years |
| <input type="checkbox"/> Parks and Recreation Commission | 4 Residents, 1 UGB | 2 years |
| <input type="checkbox"/> Public Art Committee (PAC) (iii) | 3 Residents, 2 UGB | 3 years |
| <input type="checkbox"/> Traffic Safety Committee | 2 Residents | 2 years |
| <input checked="" type="checkbox"/> Tourism Promotion Advisory Committee (TPAC) (iii) | 4 Residents, 3 Curry Co. | 3 years |
| <input type="checkbox"/> Other (please specify): _____ | | |
2. City residents: How long have you lived in the City of Brookings? _____ years 2 months
Planning & Budget Applicants Only: Are you a City elector (registered voter)? ☐ Yes ☐ No
3. UGB residents: How long have you lived in the UGB? 18 years _____ months
4. What is your current occupation? SELF

NOTES:

(i) Membership requirements:

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).

(ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) Other restrictions:

- Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.
- PAC: Three (3) members must have an art background.

PART III Background Information: *(Attach additional pages if needed)*

1. List your related experience and/or background to the position you are applying for:

SELF EMPLOYED

SERVE ON TPAC SINCE DAY 1

2. List any unrelated work history, educational background, and volunteer experience you may have:

3. Briefly describe your interest in this position and what you hope to accomplish:

PART IV Volunteer Agreement: Please read and check off the following before signing:

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Bob Pieper

Applicant (print name)

Bob Pieper

Applicant's Signature

7-14-2017

Date

****Planning Commissioners holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at [http://www.oregon.gov/ogec/docs/sei/sei-11 form sample only for website.pdf](http://www.oregon.gov/ogec/docs/sei/sei-11_form_sample_only_for_website.pdf). Official forms provided by OGE.**

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday – Friday.

Commission and Committee contact information:

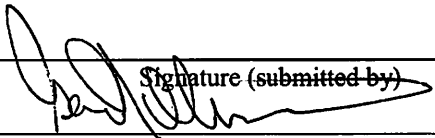
- Planning Commission: 541-469-1137 - mschexnayder@brookings.or.us
- Budget Committee: 541-469-1123 - jhoward@brookings.or.us
- Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 - lziemer@brookings.or.us

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Oregon Resources Research and Education Center Request for Support Letter and
Funding: Resolution 17-R-1118


Recommended Motion:

If the City Council wishes to approve this request:

1. Motion to authorize Mayor to sign letter of support for the Oregon Resources Research and Education Center.
2. Motion to adopt Resolution 17-R-1118 transferring \$2,000 from the General Fund contingency (reserve) fund to the Council Donations line item and grant said \$2,000 to the Oregon Resources Research and Education Center.

Financial Impact:

\$2,000 allocation from General Fund contingency aka reserve (current balance \$639,030)

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Representatives of Oregon Resources Research and Education Center (ORREC), a non-profit organization based in Gold Beach, made a presentation on their proposal to develop a science-oriented outdoor school experience for children grades 5-7 at a 23.7-acre natural laboratory for applied research in Curry County at the City Council meeting of July 10.

ORREC has requested a letter of support for the project and a financial contribution from the City of \$2,000. There is no line item in the 2017-18 budget to support this request; the City Council budgeted a total amount of \$500 for "contributions" none of which has been committed in the first 24 days of the fiscal year. The Council spent \$84 in contributions last fiscal year. Staff recommends accommodating the request within the Council Donations budget limitation as it is not common to transfer funds from contingency for a non-emergency situation this early in the fiscal year.

Attachment(s):

- a. Draft support letter
- b. Overview of ORREC
- c. Resolution 17-R-1118

Oregon Resources Research and Education Center
ATTN: Kathleen “Kitty” Root-Bunten, Executive Director
94238 Moore Street, Ste 127
PO Box 177
Gold Beach, OR 97444
Office: (541) 425-5488
Fax: (541) 425-5288

Date_____

Dear Kitty:

On behalf of _____ (Organization) and our students, I strongly support the Oregon Resources Research and Education Center (ORREC) Fort Euchre project. Every graduate of the Oregon K-12 school system must meet our STEM exit standards. Our job is to provide the tools that help students meet these standards and to change those tools as students, culture, and future worker requirements change. The ORREC “Experience” will assist us greatly in providing tools and techniques that will help our students gather and analyze information, make informed decisions, engage in creative discovery, and explore new vehicles for learning.

Personal Statement: { *Why do you support ORREC, what about ORREC is most valuable to you, and how do you feel it would help meet the STEM standards* }

***Example of personal statement:** “The opportunity to see science at work, to interact with genuine scientists or, better yet, to actually perform real science with their fellow students is invaluable to a young person’s development as well as choice of career.”

As a sign of our commitment to this project we, _____, are approving a \$ 2000.00 grant for ORREC’s Fort Euchre. We look forward to working with you and participating in the ongoing evolution of the Oregon Resources Research and Education Center and its programs.

Sincerely,

Name
Title
Organization
Address
Phone
e-mail



Oregon Resources Research and Education Center

4235 Moore Street, STE 127
Gold Beach, OR 97444
O (541) 425-5488
F (541) 425-5288
E- Ryan@ORREC.ORG
www.ORREC.org

Our Vision

*We are building tomorrow through collective partnerships
in Science, Education, Industry and Community*

Mission:

Oregon Resources Research and Education Center's (ORREC) educational mission is to inform children in grades 5-12 and the public of all ages and backgrounds on the importance of and vocational opportunities in sustainable management and utilization of local natural resources from ridgeline to near-ocean environments.

How will we accomplish our mission?

ORREC will build Fort Euchre as an overnight, immersive STEM Outdoor Camp for K-12 students specializing in the study of sustainable use of the natural resource utilizing STEM skills. The camp will also be available for professional development opportunities for visiting researchers, scientists, industry professionals, and educators for a fee. We will also market the camp to the public for exposition events, conventions, and trainings. The fees from the non-K12 educational rentals will allow K-12 students to utilize Fort Euchre at **NO COST**. Leases will require researchers and others to share their work with our students by partnering with graduate student Teachers who would adapt it to our educational platforms.

Specifics in a nut shell:

- 1) **Provide an overnight, immersive STEM Outdoor school experience for grades 5-7th grades with High School Mentor/Camp Counselors, University/College Student teachers all utilizing educational platforms:**
 - *LabVenture
 - *Vital Signs
(labventure.gmri.org and Vitalsigns.gmri.org)
- 2) **Provide an exceptional 23.7 acre natural laboratory for applied research and study of the natural southern coastal forested and near ocean environments:**
 - Unique part of the country with very high concentration of watersheds from uplands to nearshore ocean environment.
 - Unprecedented southern Oregon coastal ecology, the variety of wildlife, and emergent coastal geology.
 - On-site fish-bearing riparian area with over one-quarter mile of creek frontage.
 - On-site five-acre coastal temperate mixed-species rainforest.
 - Walking distance to tidal estuary on accessible public land.
 - 3 Learning Labs, 1 Projection Dome, 9 Bunk housing with loft yurts.
 - Lavatory facilities with restrooms and showers, commercial kitchen facility, covered patio with BBQ.
 - 3 full hook-up RV sites for use during data collection or site management.
 - Helicopter pad for use by researchers, emergency services, EMS training, and tours.
- 3) **Provide State-of-the-Art research facilities including:**
 - Modern laboratory and office space.
 - Utility infrastructure including protected power, propane outlets, high-speed internet.
- 4) **Recreational opportunities:**
 - Fishing.
 - Kayaking.
 - Hiking.
 - Surfing.
 - Biking.
 - Horseback riding

We look forward to hearing from you,

M. Kathleen "Kitty" Root-Barlow
Executive Director



ORREC Building tomorrow through collective partnerships in
Science, Education, Industry, and Community

Fall 2017

Bees Butterflies and Fish

ORREC is currently planning to hold field trips on its Fort Euchre property in September 2017. Our goal is to get multiple educators from both Coos and Curry County to participate in the education opportunity.

Local School Involvement

ORREC is in the planning stages to partner with all Science, Biology, Environmental Technology, and Natural Resource teachers in Coos and Curry Counties to have the opportunity to join in, Record, and interview during class exercises for social media and our own teaching program.

Work Study Student

ORREC is currently organizing a work study student program for high school students to have the opportunity to learn and work in its office to gain both life and academic skills.

Military Involvement

ORREC is putting together a proposal for the Oregon Army National Guard to participate in the building of Fort Euchre as well as to give them the opportunity to learn about ORREC first hand.

Sports Sponsorship

ORREC plans to start Sponsoring local sports teams in the 2017-2018 school year as a part of our community involvement program



Lab Ventures And Vital Signs

ORREC's previous Board President, Frank Burris, had introduced the concept of utilizing educational platforms similar to ones in of Maine known as LabVenture and Vital Signs offered at the Gulf of Maine Research Institute (GMRI.org). The two platforms were developed by Alan Lishness of Parabolica Designs and Dana Hutchins of Xfinity Image Works to address the lagging STEM scores of their K-12 students. After reviewing the work that GMRI, Alan, and Dana had done and the success in raising the science literacy scores throughout their state as a result, ORREC decided to retain both Alan and Dana to help build the same programs for ORREC's K-12 populations.

These platforms embody the five Environmental Literacy Strands of Oregon's Environmental Literacy Plan:

1. Understand the physical and biological world, and our interdependent relationship with it
2. Understand and apply systems thinking concepts and tools
3. Understand one's relationship to the local, regional, national and global community
4. Investigate options for, plan, and create a sustainable future
5. Understand and achieve personal and civic responsibility.

This immersive experience challenges students to collaboratively solve problems, collect data, reason with evidence, hone their ideas, and reflect on what they have learned. They work on real research questions that our scientists are looking into – questions we don't yet know the answers to.



In Maine GMRI designed *Vital Signs* to let anyone, regardless of prior science training or knowledge, participate in a research project of immediate significance to their state and learn science by doing it. The challenge was to explore:

- What is an invasive species and which ones do we have in Maine?
- Where are there invasive species in Maine?
- Where aren't there invasive species?
- What native species and habitats are threatened by invaders?

By bringing students and citizen scientists into collaboration with scientists and resource managers to answer real research questions, *Vital Signs* created a relevant, engaging learning environment in which students are contributing valuable information while developing critical thinking, problem solving, collaboration, and communication – skills that will serve them throughout their lives. *ORREC will use both programs to teach our community thanks to the cooperation of GMRI.*



Fort Euchre

Fort Euchre sits on 23.7 acres of beautiful southern Oregon land, we will utilize the natural resources provided in our area to sustain our facility.

Monument

Our camp's entry monument will be designed and built by a local artist. ORREC will be accepting proposals from interested Southern Oregon Artist beginning July 1, 2017.

Road/Helipad

Fort Euchre's road and helipad will be built by Southern Oregon contractors RFP's will be solicited beginning in September 2017.

Community Projection and Meeting Dome

The main building on site will be a 1,520 sq.ft projection dome standing with a 22ft Ceiling from Pacific Domes. ORREC will be able to hold 217 people standing or 140 people in rowed seating. The use of this projection dome gives us the ability to make learning fun and visual for people of all ages. Videos at- <http://pacificdomes.com/domes-media-gallery/videos/>.

Learning Labs

ORREC's learning labs will be three wagon shaped labs from Pacific Dome.

Lavatory Facility

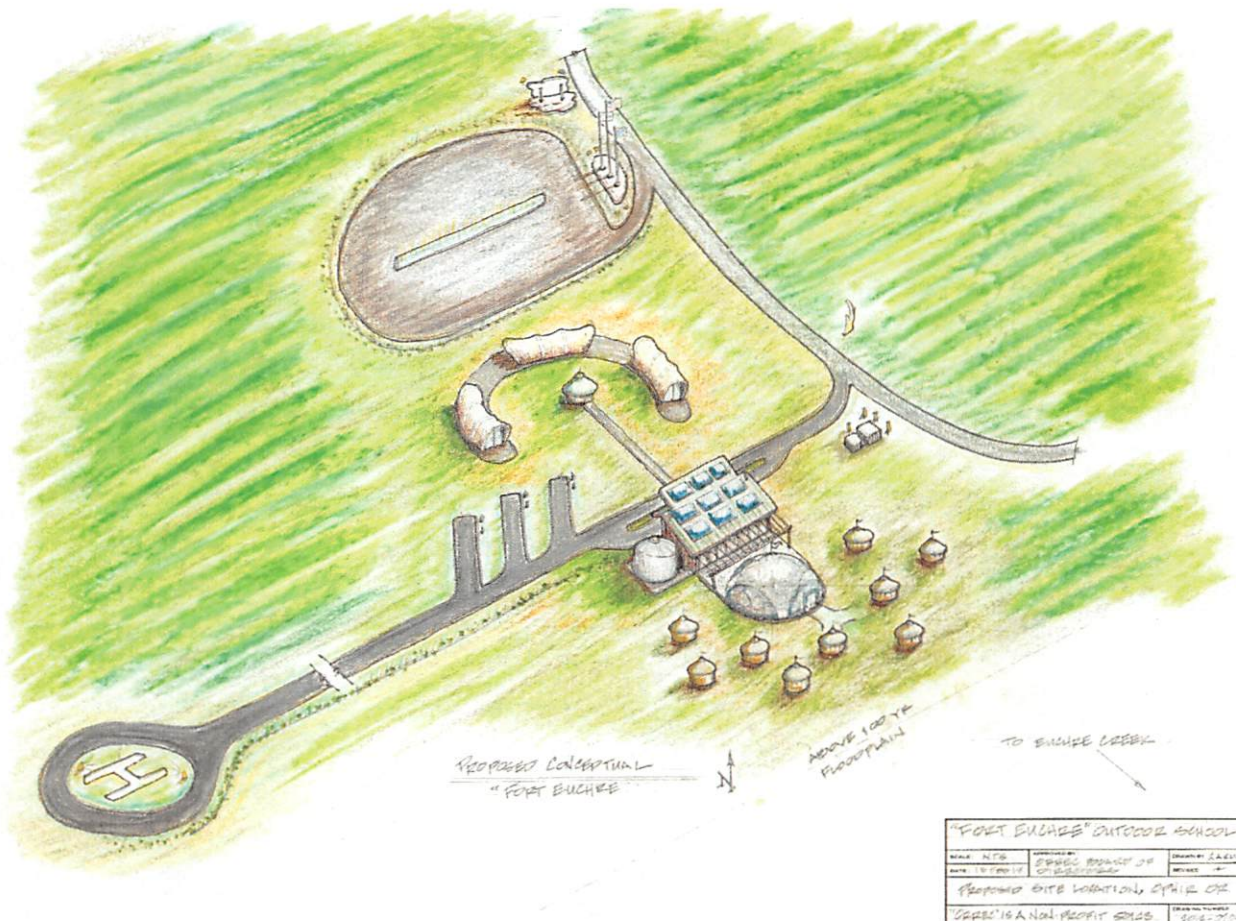
Our lavatory facility will be equipped with an industrial kitchen, two restrooms with shower and hygiene areas, a utility chase, and an RV clean out station off the rear of the facility. Water will be supplied to our lavatory facility with three 5,000 Gallon cisterns purchased from our local [Gold Beach Lumber](#).

Sleeping Quarters

The on-site sleeping quarters will be 16ft yurts. We will have nine yurts and capacity to hold eleven sleepers per yurt. Each yurt will have a base that sleeps ten with a loft for the mentor.

Tech Building

The tech building will hold the technical brain of this camp with top notch equipment to provide the best learning environment possible.



Committees

Education Committee

- Roy Durfee-Chair
- Dawn Granger-Co Chair
- Sean Gallagher, Superintendent Brookings/Harbor
- Tenneal Wetherby, Superintendent SCESD
- Michael Lasher, Superintendent Douglas ESD
- Catherine Dunne, Oregon Coast Preserves Steward, The Nature Conservancy
- Alexa Carlton, Outreach Coordinator, Coos Watershed Association
- Dana Hutchins, Image Works, Portland, ME
- Alan Lishness, Parabolica Designs, Portland, ME

Finance Committee

- Tim Tuttle, Chair
- David Brock Smith
- Kitty Buntin

Development Committee

- Summer Matteson-Kinney, Chair
- Chip Weinert
- Christina Hadley
- Ryan Hanners

Facility Design Committee

- Pat Buntin, Gazu Designs
- Paul Smith, Residential Inspections

ORREC Partners

- South Coast Educational Service District
- Douglas County Educational Service District
- Oregon Coast Community Action
- The Coastal STEM Hub
- Regional Solutions/Business Oregon
- Coos Watershed Association
- Ophir Fire District
- Gulf of Maine Research Institute
- Nature Conservancy, Lincoln County
- Musser/Olson Accounting Firm
- Board of Commissioners, Curry County
- Mainbrace Technologies, Inc.

K-12 Districts

- Port Orford CJ2
- Central Curry 1
- Brookings/Harbor 17C

Individuals

- Stacia Fletcher, Director, Oregon Coast Stem Hub, Newport, OR
- Jaimee Belzer, University Center Programs & Academic Advising, SWOCC Coos Bay, OR
- Trish Price, Internships/Job Placement Coordinator, SWOCC Coos Bay, OR
- David Brock Smith, State Representative, State of Oregon, Port Orford, OR
- Jeff Kruse, State Senator, State of Oregon,
- Taya Noland, Early Learning Program, ORCCA, Coos Bay, OR
- Mike Lehman, Director, ORCCA Coos Bay, OR
- Tracy Crews, Marine Education Manager, Hatfield Marine Science Center, OSU, Newport, OR
- Ruth McDonald, Community Curriculum Resource Liaison, Lincoln County School District, Newport, OR
- Brenda McCowen, PhD, Population Health & Reproduction Sciences, UC Davis, Lodi, CA
- Edward Atwill, PhD, Director, Veterinary Medicine Extension, UC Davis, Lodi, CA
- Mike Ritchey, Director Development, UO Office of Gift Planning, Eugene, OR

Future Partners

We are presenting to the following school districts, Rotaries, and Soroptimist organizations this summer and anticipate the same eager support we have received from everyone thus far:

- Coos Bay SD 9
- North Bend SD 13
- Bandon CJ54
- Coos Bay Rotary
- North Bend Rotary
- Brookings Rotary
- Coos Bay/North Bend Chapter, Soroptimist International
- Brookings/Harbor Chapter, Soroptimist International
- Coos Bay City Council
- North Bend City Council
- Brookings City Council
- Gold Beach City Council
- Bandon City Council
- Coastal Caucus, Oregon State Legislature
- South Coast Lumber, Brookings, OR



ORREC Board of Directors

PRESIDENT:



Summer Matteson-Kinney

Board President Summer Matteson-Kinney has worked for Curry County government since 2014. She has been directly responsible for community development, business development, economic development, and public relations contact for the Board of Commissioners. She has provided grant management services for a number of non-profits in the Curry County area and is very knowledgeable on compliance requirements within the granting framework. Summer recently left the Board of Commissioner's offices for an opportunity to work in the Juvenile Justice offices in Curry County. As a parent of two children in the Curry County school system, Summer, is very dedicated to ensuring that the children of Oregon's south Coast and northern California get the opportunities they need to succeed.

Vice President & Chief Financial Advisor:



Thomas "Tim" Tuttle

Board Vice President Thomas "Tim" Tuttle, CFA, is *ORREC's* key financial advisor with more than four decades of successful experience in the investment industry. He is dedicated to the concept and future function of *ORREC* as it strives to address the needs of reviving society's knowledge, development, and use of critical thinking. "*ORREC* is a unique opportunity for private citizens to stimulate forestry research as well as supplement scientific educational resources for the public schools in Curry and Coos Counties," Tim said.

SECRETARY:

Dawn Rea Granger

Board Secretary Dawn Rea Granger is an experienced educator and educational administrator with an undergraduate degree in Biology and a Master's degree in Educational Leadership. Dawn has worked in the K-12 educational systems of California and Oregon since 1995 as a Science Teacher and as an Administrator. Her experience spans both traditional and alternative learning environments. Dawn is intimately aware of the challenges the students of Oregon and California face with regards to access to high quality, inclusive alternative learning environments. Her dedication to the development of Fort Euchre and the Lab Venture and Vital Signs educational platforms is directly related to her experiences in "the trenches" of the formal education systems. Dawn currently works for the South Coast STEM Hub as a coordinator for the south coast and for South Coast ESD as their Grants and Data Manager.

MEMBER AT LARGE:



Roy Durfee

Roy Durfee is the Superintendent of Central Curry District 1 and has been in school administration since 1995. Prior to moving into management Roy was responsible for teaching a four-year curriculum in Agriculture science and technology including Animal Science, Crop Science, horticulture, welding and woodworking classes, public speaking and FFA Advisor. Roy has also acted as the school-to-work coordinator in and is a strong supporter of vocational education. Roy chairs our Educational Committee which is tasked with working with the consultants, Alan Lishness of Parabolica Design and Dana Hutchins of XhibitNet the designers of Lab Venture and Vital Signs, to ensure that *ORREC* provides its students with the best educational platforms and vocational learning opportunities available.

ORREC Board of Directors

MEMBER AT LARGE:



John "Chip" Weinert

John "Chip" Weinert has been a business professional for many years and is versed in both public and private sector development, for profit and non-profit structures, and has worked within the County government as an administrative aid to the County Commissioners. Chip has been directly involved in the development of several fundraising projects such as the Oregon Coast Cycling Festival and others. Chip has utilized his degree in communication as a Development Coordinator for Wildlife Images, Executive Director of the Gold Beach Chamber of Commerce, and Managing editor of Wind Tracks Magazine. Chip is the Chair of our Development Committee and is responsible for the public relations and marketing oversight for *ORREC*.

MEMBER AT LARGE:



S. Paul Smith

S. Paul Smith brings decades of experience in construction projects and with the logging and commercial fishing industries. His background with natural resources is key to *ORREC*'s research initiatives and his construction knowledge is critical to the design and building of *ORREC*'s Interpretive Center. Paul said, "The United States is dangerously close to losing its competitive edge in science based engineering. We must encourage local, state and regional efforts to promote science-based research and development. *ORREC* is a fine example of this effort."

ORREC Staff

EXECUTIVE DIRECTOR:



Kathleen "Kitty" Root-Bunten

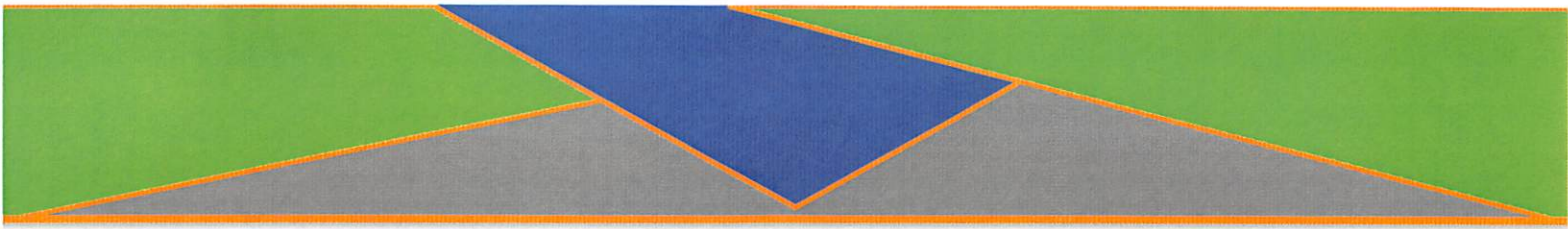
Kathleen "Kitty" Root-Bunten holds a Master of Science in Clinical Mental Health with certification in Holistic Nutrition and is a licensed substitute teacher. Kitty is a dynamic and energetic leader that brings passion and extensive professional experience to her position as the ED for *ORREC* and the person charged with spearheading the Fort Euchre project. She is a fearless advocate for children and education that has real impact. Her out-of-the-box approach to life gives her the ability to easily work in multi- or homogeneous cultural environments with varied economic opportunities. Kitty's two favorite American Cultural quotes easily sum up her perspective:
"I like to believe that there are always possibilities" - Admiral James T. Kirk in the film *"The Wrath of Kahn"*
"A man's mind, stretched to a new idea, never goes back to its original dimensions." - Oliver Wendall Holmes

EXECUTIVE ASSISTANT TO THE DIRECTOR and BOARD LIAISON:



Ryan Hanners

Ryan Hanners joined *ORREC* in late May of this year to provide support in community development working alongside the director to coordinate strategy development and implementation. Ryan's service as an Armorer/Supply Sergeant, in the US Army Guard and as a Fire Fighter in the capacity of Lead Engine Operator for Coos Forest Patrol provided him with skills in supervision, logistics, and governmental relationships that are key to *ORREC*'s mission and vision. As a father of a Kalmiopsis Elementary student, Ryan, is very dedicated and passionate about the opportunities the future could hold for his son's success.



We Thank You For Your Donation

ORREC is a community based nonprofit organization. Donations are the lifeblood of ORREC. In addition to bringing in funds needed for educational programs, further fundraising expenses, overhead, and recruiting; donations prove to other funders the need for our project and the impact it can have on the children of our community. ORREC is recognized by the Internal Revenue Service as a 501© (3) nonprofit charitable organization. Your donation may be eligible as a tax donation. Consult your tax professional.

Please help ORREC grow and help the children of tomorrow by donating today.



YES! I want to join my neighbors in support of efforts to improve education for our children and help to find sustainable ways to put people back to work in our forest and our Community.

Please accept my
Tax-deductible donation of:

- ☐ \$5
- ☐ \$25
- ☐ \$100
- ☐ \$250
- ☐ \$500
- ☐ Other Amount \$ _____

Name: _____

Address: _____

Phone: _____

E-Mail: _____

↓ Mail donations to: ↓

Oregon Resources Research and Education Center



94235 Moore Street. STE 127

Gold Beach, OR 97444

CITY OF BROOKINGS

RESOLUTION 17-R-1118

A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND CONTINGENCY TO NON-DEPARTMENTAL.

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

WHEREAS, expenditures will be more than expected in the General Fund, Non-departmental due to unexpected expenditures to support the Oregon Resources Research and Education Center, and

WHEREAS, the City Council approves transferring those funds from Contingency, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby transfers \$2,000 from General Fund Contingency to Non-departmental, pursuant to ORS 294.463(2).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2017, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Requirements:

Non-departmental	\$	2,000
Contingency		(2,000)

Passed by the City Council July 24, 2017, and made effective the same date.

Attest:

Mayor Jake Pieper

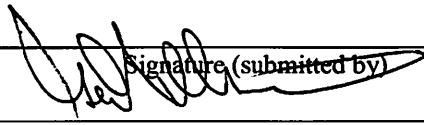
City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval


Subject: Central Building Parking Lot Lease: Resolution 17-R-1119

Recommended Motion:

1. Motion to authorize the Mayor to execute the lease agreement with Coastal Investments, LLC, for the parking area south of the Central Building at a rate of \$1,130 per month for an initial period of 60 months effective November 1, 2017.
2. Motion adopt Resolution 17-R-1119 transferring \$9,040 from the General Fund contingency (reserve) to the General Fund non departmental line item.

Financial Impact:

\$13,560 annually for a period of five years; \$9,040 in lease payments from General Fund in current fiscal year.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Downtown Master Plan calls for the development of the area between the Central Building and the U.S. Post Office as a multi use space to accommodate public parking lot and a plaza/event center. The concept is that the area would be used for public parking on a daily basis, and would also be available for periodic special events. This project is rooted in the 2000 Proud Study which called for the development of a downtown plaza as an “attractive, casual gathering place for the community and visitors.” The Proud Study also noted that “Expansion of on and off street public parking will enhance retail businesses that cater to visiting browsers.”

The 2002 Urban Renewal Plan notes in its findings that constitute blight conditions in the downtown area: “The lack of accessible and convenient parking is a deterrent investment in the urban renewal area.”

The 2006 Brookings Parking Plan identified 11 locations as “preferred sites” to accommodate current and future parking needs. The property south of the Central Building is among the sites identified for future public off-street parking. This site was evaluated in the preparation of the 2006 Parking Master Plan and the engineering/planning consultant recommended incorporating Center Street between Spruce and Chetco into the parking lot. That plan provided for 57 parking spaces, with a net increase of 49 spaces. The plan did not include closing Spruce Street and incorporating that area into the parking lot as proposed in the Downtown Master Plan. An examination of the 2006 plan for this area indicates that the subject area, not including Spruce, could accommodate 40-42 parking spaces. Attached is a narrative description and a parking lot layout plan contained in the 2006 Plan.

As a part of the Downtown Master Plan review, City staff conducted a series of public workshops to obtain public comment on the validity of the current Plan and any changes. Public comments relevant to the proposed parking lot/plaza included improving parking providing off-street parking downtown and pursuing the proposed central plaza behind the Central Building.

The historic Central Building property, upon which most of the proposed parking/plaza/event area is located, has recently experienced an ownership change. The paved area south of the Central Building is currently leased by Bernie Bishop Mazda (BBM); that lease is scheduled to expire in October, 2017. According to BBM owner Rick Bishop, he has recently acquired the vacant property at the southwest corner of Spruce and Fern Streets and plans to develop the property as an automotive sales display lot. The City Manager discussed this matter with Bishop in May. While Bishop remains interested in renewing the lease for this space, he informed the City Manager that he could reorganize space on his other holdings in the vicinity of the dealership and the subject space is not essential to the operation of the dealership. He would be interested in acquiring the alley between his properties along Spruce and Hemlock Street, which would allow him to shift vehicles and equipment around to accommodate vacation of the subject property. The City Council declined to move forward with the alley proposal earlier this year.

At the City Council meeting of June 12, Bishop and several BBM employees appeared to object to the conversion of the subject area to public parking.

In 2007 the City Council exempted the downtown business district from on-site off-street parking requirements. The concept was to encourage pedestrian-oriented infill commercial construction as parcels in the downtown area tend to be smaller. This, essentially, shifted the burden for providing adequate parking in the downtown area from the private property owners to the City.

The City now has an opportunity to begin the implementation of the vision contained in the Proud Study, Downtown Master Plan and the Brookings Parking Plan by leasing the paved area south of the Central Building.

This matter was discussed by the City Council at their May workshop and the City Council authorized the City Manager to pursue the development of a lease agreement with the property owners at the City Council meeting of June 12. discussing possible revisions to the Downtown Master Plan at the May 1 workshop.

The existing area, excluding Spruce Street, is a part of the Central Building parcel and is comprised of some 11,300 square feet. The area has been leased to Bernie Bishop Mazda for a number of years for use as an auto sales display lot. Ownership of the Central Building property has recently changed and the new owners...Bret and Marie Curtis (dba Coastal Investments, LLC)...have contacted me concerning possible lease of the space for use as described in the Downtown Master Plan. Attached is an email from Bret Curtis.

Planning/Parks Manager Tony Baron has prepared a preliminary parking plan for the site. This plan indicates that the site could support 38 parking spaces.

The Current lease with Bishop expires in October. Curtis is seeking a monthly lease rate of \$0.10 per square foot, or \$1,130.

While the City and the Urban Renewal Agency are not currently in a financial position to undertake the project envisioned in the Downtown Master Plan due to other financial commitments, the Urban Renewal Agency will have substantial funds available after the \$3.4 million debt is retired in 2020. The City could lease the site now and seek reimbursement from the URA at a later date. One major issue of concern is undertaking a major capital project on leased property.

Staff has worked with the Curtis' to develop the attached draft lease agreement. The lease agreement is for a period of 60 months and is automatically renewed for successive 60 month periods unless the City provides notice of termination to the owner. The agreement provides the City with a first right of refusal to purchase the property if the City expends \$50,000 or more on improvements to the property and in the event the owner elects to sell the property. The agreement provides that the property owner can designate up to eight spaces in the parking lot for customer or employee parking; the area set aside for these spaces is not included in the square footage of the area upon which the lease rate is calculated.

Attachment(s):

- a. Excerpt from Brookings Parking Plan.
- b. Email from Bret Curtis.
- c. Proposed Lease Agreement.
- d. Parking lot plan.
- e. Downtown parking regulations from BMC.
- f. Resolution 17-R-1119

Site 6: Off-Street Surface Parking, North of Spruce St. between Center St. and Wharf St.

Site 6 is currently used by a car dealership to display cars. This site is privately owned, making any changes to the site pursuant to an agreement with the property owner(s). The location is centrally located and is near other public parking lots. The parking lot would have a capacity of 57 parking spaces and provide the study area with a net gain of 49 spaces.

Site Opportunities

- Relatively easy to convert to a surface parking lot as it is currently used to park cars
- Close to Chetco Avenue businesses that may lose on-street parking
- Located close to other public parking lots
- Increases public parking supply within the downtown core

Site Constraints

- Privately owned
- Not visible from Chetco Avenue
- Proposed closure of Center Street access to Chetco Avenue would impact vehicular access to the parking lot

Site Cost

- Cost \$134,800
- Cost per Space \$2,365

Costs are limited to construction only. Costs such as land acquisition, permitting and retail development are not included.

The parking for Site 6 is laid out in plan view in **Figure 8**.

Site 7: On-Street Parking, Railroad St.

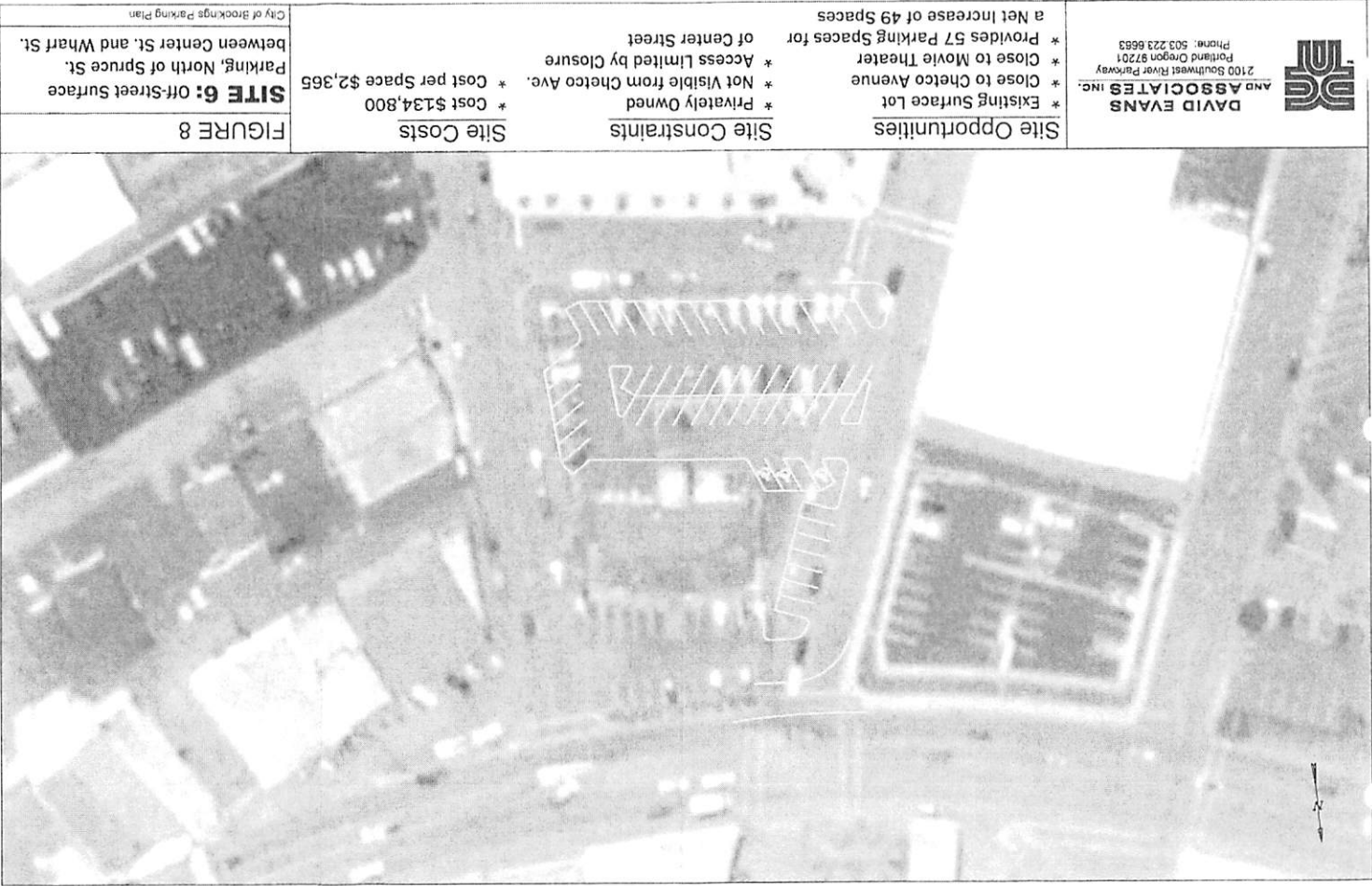
Site 7 consists of improvements to Railroad Street to provide angled parking along the north side of the roadway between Fern Avenue and Oak Street. The north side of the existing roadway has a wide shoulder and open ditch. Improving the eastside of Railroad Street to provide a curb with angled on-street parking would create an additional 37 parking spaces for a net gain of 21 spaces within the study area. The angled parking would be setback from the westbound travel lane to allow drivers to back part way out of their parking spaces without impeding traffic flow on Railroad Street. The setback would provide drivers with improved site distance and allow long trucks, over 19 feet in length, room to park without blocking the travel lane.

Site Opportunities

- Increases on-street parking
- Improves Railroad Street
- Set-back reduces impacts on through traffic flow

Site Constraints

- Would require storm water improvements on Railroad Street
- Not centrally located to existing businesses



DAVID EVANS AND ASSOCIATES INC.
 2100 Southwest River Parkway
 Portland Oregon 97201
 Phone: 503.223.6653

- Site Opportunities**
- * Existing Surface Lot
 - * Close to Checco Avenue
 - * Close to Movie Theater
 - * Provides 57 Parking Spaces for a Net Increase of 49 Spaces

- Site Constraints**
- * Privately Owned
 - * Not Visible from Checco Ave.
 - * Access Limited by Closure of Center Street

- Site Costs**
- * Cost \$134,800
 - * Cost per Space \$2,365

FIGURE 8
SITE 6: Off-Street Surface Parking, North of Spruce St. between Center St. and Wharf St.
 City of Brookings Parking Plan

Gary Milliman

From: Bret Curtis
Sent: Wednesday, April 12, 2017 5:06 PM
To: 'Gary Milliman'
Cc: realtormgray@gmail.com
Subject: Central Building Parking Lot

Gary,

Thank you for your continued & excellent efforts as our City Manager!

Marie & I recently completed the purchase of the Central Building. We have many ideas to continue the legacy of this building and are excited to get started.

As you know, behind the Central Building is an ideal location for "City Parking." Currently Mazda (Rick Bishop) leases approximately 11,300 square feet of "prime" parking. The current lease for this area expires in October 2017. Rick Bishop would like to meet with me next week to discuss our future plans with that parking area. He would like to negotiate a new lease, but is aware of the city's interest in the parking area. He needs to make some decisions....and so do we.

I know the city has interest in the parking area, stemming from many past discussions and I realize how important the area may be to future plans for a "downtown Brookings." Additionally, we'd prefer to work with the city and share in your vision of creating a "downtown theme."

Is the city prepared to enter into a long-term arrangement to lease the approximate 11,300 square foot area behind the Central Building? The lease could begin as early as November 2017. We'll be upfront, we're asking 10 cents a square foot (\$1,130/month) for the space with the city being responsible for upkeep, striping, caring for the property while enjoying the use.

If you'd like to talk further I'd be happy to pop by and visit.

Thank you!

"As seen & featured on HGTV"



BRET CURTIS, Broker/Owner
RE/MAX Coast & Country | RE/MAX International
703 Chetco Avenue Brookings, Oregon 97415
C: 541-661-3301 | O: 541-412-9535 | F: 541-412-9539
Bret.Curtis@yahoo.com | www.BretCurtis.com
Click to view my website:
www.BretCurtis.com
Licensed in the State of Oregon

As Seen & Featured on HGTV

RE/MAX Coast and Country

[Click to view the Initial Agency Disclosure Pamphlet](#)

**Lease Agreement with Right of First Offer to Purchase Real Estate
Rear Parking Lot at 703 Chetco Avenue**

This LEASE AGREEMENT WITH RIGHT OF FIRST OFFER TO PURCHASE REAL ESTATE (hereinafter referred to as "the Agreement") is entered into, by and between the City of Brookings, an Oregon municipal corporation ("Tenant"), and Coastal Investments LLC, an Oregon limited liability company ("Landlord").

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows:

- 1.0 DESCRIPTION.** Landlord agrees to lease, and, Tenant agrees to rent the real property and improvements ("Property") described as: the rear parking lot at 703 Chetco Avenue, Brookings, Oregon and as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference.
- 2.0 TERM.** The term of this Agreement will be for a period of sixty (60) months commencing on November 1, 2017 and expiring on October 31, 2022. The term will be automatically extended for an additional period of sixty (60) months (November 1, 2022 to October 31, 2027), unless Tenant gives notice to Landlord of its intent to terminate this Agreement at least sixty (60) days prior to the expiration date, by mailing a written notice to the last provided address of Landlord. Liability for payment will not extend beyond notice to terminate this Agreement. Exclusive possession of the Property will be turned over to Tenant on November 1, 2017.
- 3.0 RENT.** Tenant agrees to pay to Landlord, the sum of \$ _____ per month (\$0.10 per sq.ft. @ _____ sq.ft.), with the first payment beginning November 1, 2017 as rent for the property, for the initial term of this Agreement. All rental payments will be due and payable in advance on the 1st day of each and every month. The rent for the Property for the renewal term shall be set by Landlord; provided, however, that the monthly rent shall not exceed the cumulative CPI-W for the previous five-year period. Landlord must notify Tenant of the rental amount for the renewal term at least ninety (90) days prior to the expiration date of the initial term.
- 4.0 COVENANTS OF TENANT.** Commencing with and during the term of this Agreement, including extensions, Tenant hereby covenants and agrees as follows:
 - (a) That Tenant will pay all utility charges and bills, which may be assessed or charged against the Property;
 - (b) Tenant will post the Property for "no parking" between the hours of 2:30 a.m. and 4:00 a.m. and also will post the Property for "no trailer" parking;
 - (c) Tenant will reserve 8 parking spaces for the exclusive use of Landlord, as depicted on Exhibit A;
 - (d) That Tenant will use the Property for free public parking and/or community events and for no other purpose; and
 - (e) That Tenant will surrender and deliver up the Property, at the end of the term or any extensions thereof, should the right of first offer contained herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.

- 5.0 COVENANTS OF LANDLORD.** Landlord hereby covenants and agrees as follows: that Tenant will be allowed to peaceably and quietly hold, occupy, use and enjoy the Property, without any let, hindrance or molestation by Landlord or any person associated therewith.
- 6.0 NOTICE OF DEFAULT; OPPORTUNITY TO CURE.** Neither Tenant nor Landlord may be deemed to be in default hereunder unless and until the party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within ten (10) business days after receipt of such notice.
- 7.0 COSTS OF IMPROVEMENTS.** In the event the Tenant exercises the option to purchase set forth herein, and through no fault of Tenant, Landlord fails to convey said Property to Tenant in accordance with the terms of this Agreement, then Tenant, *in* addition to any other rights which Tenant may have in law or equity for the enforcement of Tenant's option to purchase, will be entitled to reimbursement for the cost of all repairs, maintenance and improvements.
- 8.0 MAINTENANCE AND REPAIRS.** Tenant accepts the property "as is" on the date of execution of this Agreement. Tenant will henceforth be responsible for all maintenance and repair upon said Property, both interior and exterior. Tenant will have the right to make such repairs, maintenance, and improvements as Tenant may deem necessary proper or desirable. Tenant will be solely liable for payment for said improvements and must hold the Landlord nameless therefrom.
- 9.0 PARKING REQUIREMENTS.** City agrees that the fact that the Property is being leased to the City for public parking (and other purposes) will not be to detriment of Landlord; therefore, the existence of the public parking provided under this Agreement will be deemed to satisfy any future parking requirements for the Central Building, located on the same parcel, during the term of this Agreement.
- 10.0 RIGHT OF FIRST OFFER TO PURCHASE PREMISES.**
- (a) In the event that Tenant expends \$50,000 or more on improvements to the Property and Landlord desires to sell or otherwise transfer the Property, Landlord must give notice to Tenant of such election to sell the Property. The notice must include an offering price and other basic terms of the sale for the Property only (i.e., the parking lot leased hereunder). Tenant will have a period of thirty (30) days from the receipt of the notice to decide whether or not to purchase the Property at the price and on terms contained in the notice. Tenant must give notice of its decision to Landlord within the thirty (30) day period. If Landlord either receives a notice from Tenant that Tenant does not desire to purchase the Property or if Landlord does not receive any notice from Tenant within the thirty (30) day period, then Landlord will have the right to proceed to sell the Property to any third party. If Landlord fails to sell the Property within twelve (12) months of the date Landlord first gives notice to Tenant pursuant to this section, then Landlord must reoffer the Property to Tenant a second time before Landlord may sell the same to a third party. Tenant will have thirty (30) days from the second offering to elect to purchase the Property and must give notice of its decision to Landlord with in the thirty (30) days. If Landlord either receives a notice from Tenant that Tenant does not desire to purchase the Property or if Landlord does not receive any notice from

Tenant within the thirty (30) day period, then Landlord will have the right to proceed to sell the Property to any third party.

- (b) If Landlord receives a notice from Tenant within the thirty (30) day period that indicates that Tenant desires to purchase the Property, then the parties agree to cooperate and coordinate in good faith to arrange a closing at the earliest reasonably convenient closing date (no more than ninety (90) days after Landlord's receipt of Tenant's election to purchase) and agree to consummate such closing in accordance with local custom and practice regarding the closing prorations and adjustments and responsibility for closing costs and recording fees. Within five (5) business days of Tenant's receipt of Tenant's notice to purchase, Tenant must place into escrow, with an escrow agent satisfactory to Tenant and Landlord, earnest money in the amount of five percent (5%) of the purchase price. Tenant must accept title to the Property subject to real estate taxes, installments of special assessments, and any and all covenants, easements, and restrictions of record, except that delinquent real property taxes or installments of special assessments and any mortgages or liens then outstanding on the Property shall be discharged by Landlord. Tenant must accept the Property and all improvements thereon in their then "AS IS," "WHERE IS" condition with no warranty or representation of any nature whatsoever. The purchase price will be payable in cash or other method acceptable to Landlord. Title to the Property will be conveyed by bargain and sale deed, subject to those title matters described above.

11.0 LIMITATIONS AND EXCLUSIONS ON RIGHT OF FIRST OFFER. Notwithstanding anything herein to the contrary, under no circumstances will Landlord have any obligation to provide the notice referred to Section 9(a) hereof nor will Tenant have the right to purchase the Property if Landlord is selling or transferring the Property in connection with any of the following transactions:

- (a) Transfers to any parent, subsidiary or affiliate of Landlord or transfers to any entity controlled by or under common control with Landlord or transfers of co-ownership interest in the Property,
- (b) Transfers to any entity into which or with which Landlord is merged or consolidated,
- (c) Transfers by Landlord which are deemed or considered transfers by operation of law, liquidation or consolidation, including, without limitation, mergers, consolidations, reorganization or dissolution,
- (d) Easements, leases, usufructs, licenses, concession agreements or transfers not in fee,
- (e) Involuntary transfers including, without limitation, transfers in foreclosure, transfers in lieu of foreclosure, condemnation or deeds in lieu of condemnation bankruptcy or court-ordered estate liquidation,
- (f) Sale and leaseback financings, synthetic leases, or any other off balance sheet financing, and
- (g) Other financing transactions of any nature no matter the structure, including financing arrangements which include lender acquisition rights.

12.0 GENERAL PROVISIONS.

12.01 Notice. All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Agreement must be made in writing and will

be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, or if such person is not available, the date such notice is left at the address of the person to whom it is directed, or (ii) on the date the notice is postmarked by the U.S.P.S., provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by a courier (FedEx, UPS, etc.) to the address of the person to whom it is directed provided it is sent prepaid, with confirmation of receipt requested. The initial notice address of each signatory to this Agreement is set forth below.

If to Tenant:	If to Landlord:
City Manager City of Brookings 898 Elk Drive Brookings, OR 97415	Marie Curtis P.O. Box 5909 703 Chetco Ave Brookings, OR 97415

Each party will have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within Oregon; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated will not defeat or delay the giving of notice.

- 12.02 Amendment or Modification.** Any amendment or modification to this Agreement must be in writing and signed by both parties to be valid and enforceable.
- 12.03 Binding Effect.** Subject to the provisions hereof regarding assignment, this Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties.
- 12.04 Documents.** Each party to this Agreement agrees to perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.
- 12.05 Time.** Time is of the essence with respect to this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or holiday, then such time period will be automatically extended through those of business on the next regularly scheduled business day.
- 12.06 Attorney's Fees and Costs.** If any party hereto brings any suit or other action against the other for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs actually incurred.

12.07 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. All prior discussions, negotiations, commitments and understandings relating thereto are merged herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

12.08 Counterparts. This Agreement may be signed in counterparts, any one of which is to be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the last day written below.

CITY OF BROOKINGS

Date: _____

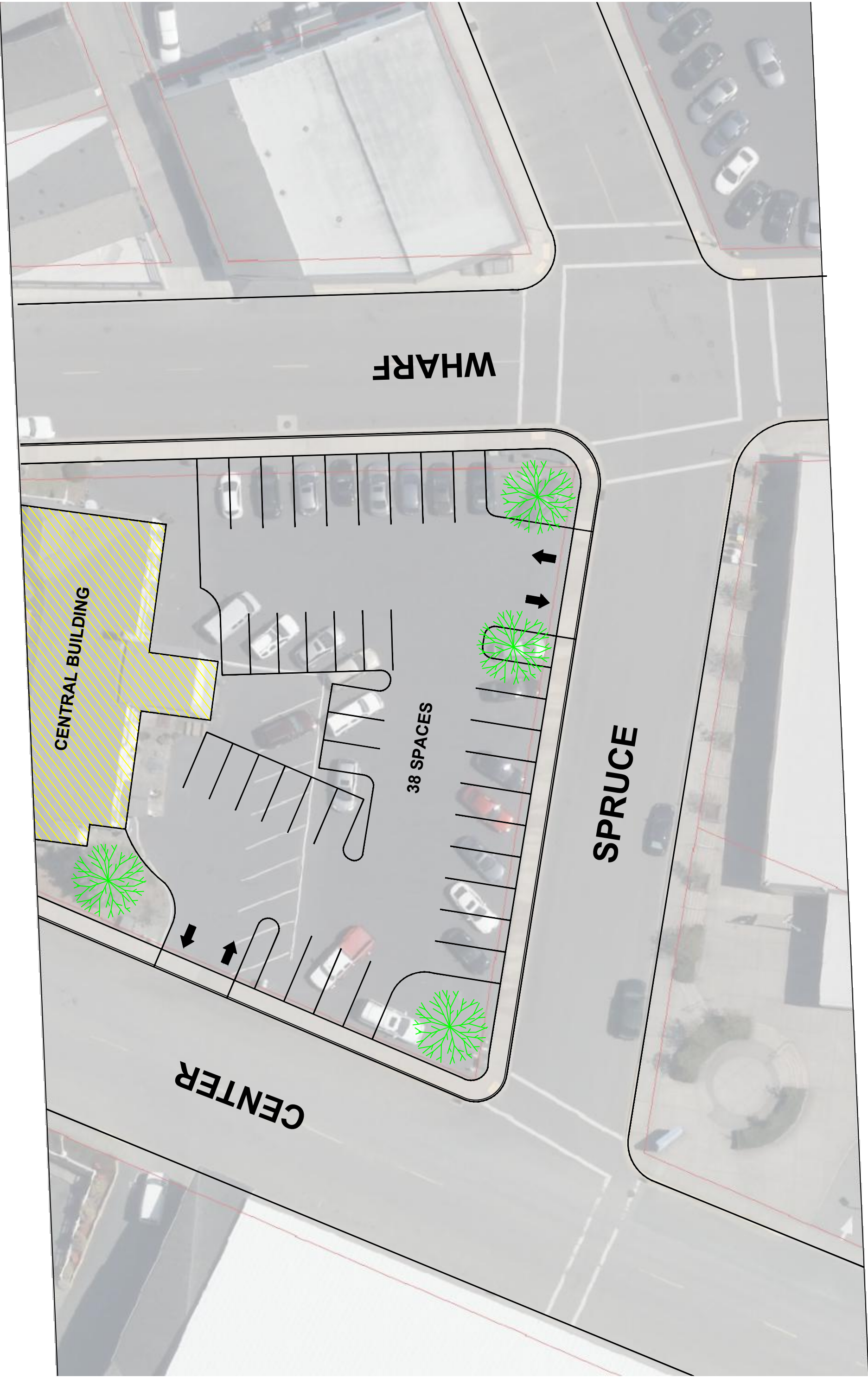
City Manager Gary Milliman

COASTAL INVESTMENTS LLC

Date: _____

Marie Curtis, Member

Bret Curtis, Member



Chapter 10.10 PARKING

Sections:

10.10.010 Method of parking.

10.10.020 Parking of oversize vehicles.

10.10.030 Use of loading zone.

10.10.040 Use of passenger loading zone.

10.10.050 Stopping, standing, or parking of buses and taxicabs regulated.

10.10.060 Restricted use of bus and taxicab stands.

10.10.070 Prohibited parking.

10.10.010 Method of parking.

A. No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb, except where the street is marked or signed for angle parking, in which case motor vehicles shall be parked with the front head-in to the curb at the angle of and between painted stripes or other markings upon the pavement where such head-in parking is indicated.

B. Where parking space markings are placed on a street, no person shall stand or park a vehicle other than at the indicated direction and within a single marked space.

C. Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of or close to a building to which the fire department has been summoned, he shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers. [Ord. 06-O-572 § 1; Ord. 61-O-157 § 10.]

10.10.020 Parking of oversize vehicles.

Any vehicle which because of its size or shape cannot be parked as provided by BMC 10.10.010 may be parked outside the restricted or limited parking area of the city in a manner which will not impede or interfere with vehicular traffic. [Ord. 61-O-157 § 11.]

10.10.030 Use of loading zone.

No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials or freight in any place designated as a loading zone during the hours when the provisions applicable to loading zones are in effect. In no case shall the stop in an unmetered loading zone for loading and unloading of passengers and personal baggage exceed 30 minutes, nor the loading or unloading of materials exceed 30 minutes. [Ord. 61-O-157 § 13.]

10.10.040 Use of passenger loading zone.

No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious loading or unloading of passengers in any place designated as a passenger loading zone during the hours when the provisions applicable to passenger loading zones are in effect. [Ord. 61-O-157 § 14.]

10.10.050 Stopping, standing, or parking of buses and taxicabs regulated.

The driver of a bus or taxicab shall not stand or park such vehicle upon any street in any business district at any place other than at a bus stand or taxicab stand, respectively, except that this provision shall not prevent the driver of any taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers. [Ord. 61-O-157 § 15.]

10.10.060 Restricted use of bus and taxicab stands.

No person shall stop, stand, or park a vehicle other than a bus in a bus stand or other than a taxicab in a taxicab stand, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab about to enter or using such zone. [Ord. 61-O-157 § 16.]

10.10.070 Prohibited parking.

In addition to provisions of the Motor Vehicle Laws of Oregon pertaining to prohibited parking, no person shall park:

A. A vehicle upon any bridge or elevated structure used as a street, unless otherwise indicated by lawfully installed signs.

B. A vehicle in any alley for any purpose other than to load or unload materials not to exceed 45 minutes.

C. A vehicle upon any street for the principal purpose of:

1. Displaying such vehicle for sale.
2. Repairing such vehicle except for repairs necessitated by an emergency.
3. Displaying merchandise from such vehicle.
4. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the ordinances of this city.
5. Storage for more than 72 hours, except that a licensed and operable vehicle parked in front of the vehicle owner's residence may exceed the time limit.

D. A vehicle upon any parkway except where specifically authorized.

E. A vehicle leaving a child or children under 12 years of age inside, unless said child or children are uninterruptedly attended by a competent person of at least 18 years of age.

F. A vehicle in violation of the Oregon Vehicle Code or in violation of a parking limitation device. Where maximum parking time limits are designated, moving a vehicle to another parking space within the same block or parking lot shall not extend the time limits for parking.

G. A nonmotorized vehicle or trailer that is not connected to a tow vehicle in city owned or leased parking lots. [Ord. 16-O-758 § 2; Ord. 08-O-602 § 2.]

CITY OF BROOKINGS

RESOLUTION 17-R-1119

A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND CONTINGENCY TO NON-DEPARTMENTAL.

WHEREAS, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

WHEREAS, expenditures will be more than expected in the General Fund, Non-departmental due to unexpected expenditures for the Central Building parking lot lease, and

WHEREAS, the City Council approves transferring those funds from Contingency, and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Brookings hereby transfers \$9,040 from General Fund Contingency to Non-departmental, pursuant to ORS 294.463(2).

BE IT FURTHER RESOLVED THAT that for the fiscal year beginning July 1, 2017, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Requirements:

Non-departmental	\$	9,040
Contingency		(9,040)

Passed by the City Council July 24, 2017, and made effective the same date.

Attest:

Mayor Jake Pieper


City Recorder Teri Davis

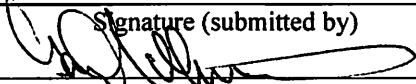
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: Parks




Signature (submitted by)


City Manager Approval

Subject: Waive Park Use Fees for Tai Chi events in Azalea Park

Motion: Motion to waive park use fees associated with the Tai Chi events in Azalea Park

Financial Impact: This type of event would generate a park use fee of \$21.50 per occurrence. The Chetco Activities Center Program Coordinator is requesting up to three event fee waivers totaling \$64.50.

Reviewed by Finance & Human Resources Director: 

Background Information: The Chetco Activities Center is hosting a Tai Chi event on July 29th in Azalea Park. This is the second year of the event.. It is free to those who are interested in participating. Program coordinator Scott Clapson is requesting the park use fee be waived for this event and potentially two more Tai Chi events, dates to be determined.

Attachments:

- a. email requesting waiver of fees

Tony Baron

From: Teri Davis
Sent: Wednesday, July 12, 2017 1:33 PM
To: Tony Baron
Subject: FW: Interested in going before City Council to ask for park usage fees to be waived

Scott's reply below:

Teri Davis
City Recorder

From: Scott Clapson [mailto:scottclapson@yahoo.com]
Sent: Wednesday, July 12, 2017 1:05 PM
To: Teri Davis
Subject: Re: Interested in going before City Council to ask for park usage fees to be waived

this is what I have so far? does it need to be on a special sheet of paper or ?

- Where in the park are you planning to hold these events?

This Tai Chi event happened last year between the snack bar and the Capella on the asphalt path, where it opens up under the trees. It is a nice flat shady space for Tai Chi. It is also not a heavily travelled park of the park in the morning on Saturdays.

- What dates are you proposing (this will need to be scheduled ahead)?

The current and only date scheduled for this summer is July 29. It was requested that we maybe do another one or two this summer in the same spot. We would still check the park calendar with the city and register it with a parks use form. The insurance form is on file with the city.

- How many times exactly do you want to offer this event?

One to three times during the nicer summer months when there is no rain.

From: Teri Davis <tdavis@brookings.or.us>
To: Scott Clapson <scottclapson@yahoo.com>
Cc: Tony Baron <abarons@brookings.or.us>
Sent: Wednesday, July 12, 2017 8:38 AM
Subject: RE: Interested in going before City Council to ask for park usage fees to be waived

Scott,

There is some more information that Tony Baron is needing in order to present this to City Council.

Can you please write up a formal fee waiver request and an event proposal that addresses the following:

- Where in the park are you planning to hold these events?
- What dates are you proposing (this will need to be scheduled ahead)?
- How many times exactly do you want to offer this event?

Thanks Scott!

Teri Davis
City Recorder

From: Scott Clapson [mailto:scottclapson@yahoo.com]

Sent: Monday, July 10, 2017 2:45 PM

To: Teri Davis

Subject: Interested in going before City Council to ask for park usage fees to be waived

I am the Programs Coordinator of the Chetco Activity Center, our local Senior Center 501c3, and we have turned in a park usage application for July 29 in Azalea Park for a Tai Chi in the Park Event. This is our second year doing the event. It is a free event with about 40-50 people in attendance. We generate no trash and are only in the park for about an hour on a Saturday morning.

We would like to do this more often, but we would like to request the fees be waived for this event now and in the future please as we do other Tai Chi in the park events.

It is a great form of low impact exercise and Azalea Park is a wonderful place to do it.

Thank you for helping us with this.


Scott Clapson
Programs Coordinator
Chetco Activity Center
541-254-1958

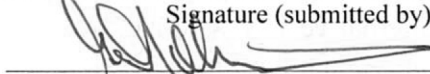
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: PWDS



Signature (submitted by)


City Manager Approval

Subject: Accept bid from Tidewater Contractors Inc. to construct Railroad Street, Phase II improvements.

Recommended Motion:


Motion to accept the base bid with alternatives 1 and 2 from Tidewater Contractors Inc. for a total amount of \$2,186,820 for the Railroad Street Phase II Reconstruction Project.

Financial Impact:

Funding by ODOT, Street SDC, UR, OTIB loan

Base Bid	\$2,051,820
Street lights Alt 1	\$109,000
Rapid flashing beacon Alt 2	<u>\$26,000</u>

Total \$2,186,820

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Phase I of the Railroad Street project is complete. We are working with Tidewater Inc. to provide temporary paving in trenched areas resulting from Phase I. Phase I replaced water and sewer infrastructure and generally prepared the area for above ground improvements of curb, gutter, sidewalk and street lights. Some relatively minor storm drain improvements are also included in the project.

Railroad street Phase II consists of the above ground improvements. Phase II will result in one travel lane in each direction, a center turn lane, curb gutter sidewalk on both sides, drainage improvements and pretreatment of storm water runoff. The project will also include installation of street lights along the roadway, street tree wells (for future tree installation), and a flashing pedestrian warning beacon at the intersection of Oxford/ Willow & Railroad Street. The finished product will be similar to the downtown portion of Chetco Avenue. Phase II of the Railroad Street project should result with somewhat less congestion on Chetco Avenue and will provide an alternative route for local traffic.

Railroad Street Phase II will be executed in two parts. Part 1 will begin as soon as the paper trail can be completed and will go from Wharf Street to Fern Street. Part 2 will begin as soon as the rainy season subsides next year and will be from Fern Street to Oak Street.

The Phase II bid date and time for opening was July 19, 2017 at 2:00 PM. Tidewater Contractors Inc. provided the only responsive bid at the amounts listed above. Tidewater Contractors Inc. bid amount is slightly less than the engineer's estimate. The engineer's estimate was \$2,201,445 base bid, \$34,000 alternative 1, \$18,000 alternative 2, total engineer's estimate = \$2,253,445. All insurances, bonds and other bid items were included in the bid deeming the bid acceptable/responsive.

\$1,528,437.18 of the funding for this project comes from ODOT as described in attachment A. The balance of local match funding comes from a combination of Street System Development Charges, Urban Renewal funds, and Oregon Transportation Infrastructure Bank loan funds. The Dyer Partnership is our representative engineer for this project.

Attachment(s):

- A. ODOT agreement
- B. Street plans sheet IL3 – IL5

LOCAL AGENCY AGREEMENT
Locally Delivered State Funded Project Program
RAILROAD STREET: WHARF TO OAK STREET (BROOKINGS)

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF BROOKINGS, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Railroad Street is a part of the city street system under the jurisdiction and control of Agency.
3. State entered into Multimodal Transportation Enhance Program (MTEP) Agreement No. 30278 with the City of Brookings on November 20, 2014 to design and construct improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops. The Preliminary Engineering work on the project has now been completed under Agreement No. 30278, and all plans and specifications have been submitted and approved.
4. State has determined that Agency is eligible for State funds for the work to be performed under this Agreement through the Locally Delivered State Funded Project Program. Therefore, State and Agency agreed to de-federalize the Right of Way, Utility and Construction phases started under Agreement No. 30278 and made state funds available to Agency for the project under this Agreement No. 31774.
5. Upon execution of this Agreement No. 31774, Agreement No. 30278 will be amended to apply to only the Preliminary Engineering phase and to limit the federal funds to \$384,044 in MTEP funds. The remaining \$1,625,997 in MTEP funds will be exchanged by State under this Agreement No. 31774 for state funds, which will be used to fund the project.

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

TERMS OF AGREEMENT

1. Upon execution, this Agreement shall supersede and replace those portions of Agreement No. 30278, relating to the Right of Way, Utility and Construction phases. Agreement No. 30278 remains in effect for the Preliminary Engineering phase of the project.
2. State and Agency agree that Agency will advertise, bid, and award the construction contract, and perform construction contract administration for the improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks and bike lanes on both sides of the street, illumination, and bus stops, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
3. The total Project cost for the work to be performed under this Agreement is estimated at \$2,582,001, which is subject to change. The federal share of the total Project cost is \$1,625,997.
 - a. Per the fund exchange ratio of \$0.94 state dollars for \$1.00 federal dollars, Agency will exchange \$1,625,997 of federal dollars allocated for this Project for \$1,528,437.18 of state dollars. State funds under this Agreement are limited to \$1,528,437.18.
 - b. Agency shall bill State at one hundred (100) percent of their actual costs. State shall reimburse Agency (100) percent for the eligible actual cost at a rate of 59.20 percent up to the maximum amount of state funds committed for the Project.
4. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. In the event of an underrun, any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 2 of this Agreement.
2. Agency agrees that the Project shall be developed in conformance with the current edition of A Policy on Geometric Design of Highways and Streets by the American Association of State Highway and Transportation Officials (AASHTO). For non-highway projects Agency shall use applicable AASHTO standards.
3. Agency shall follow the Buy America statute under Title 23, United States Code, Section 313. Such provision shall be included as part of the construction contract.
4. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
5. If sidewalk, curb ramp and traffic signal improvements are on or along a State Highway, Agency shall:
 - a. Ensure Project meets current ODOT Highway Design Manual design standards.
 - b. Obtain a miscellaneous permit to occupy State right of way through the State District 7 Office prior to the commencement of construction.
 - c. Follow ODOT's processes in addressing Americans with Disabilities Act of 1990 (ADA) features, including using the ODOT Highway Design Manual, Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, the Manual on Uniform Traffic Control, and current ODOT State Traffic Signal Policy and Guidelines, and ODOT Curb Ramp Inspection form.
 - d. At Project completion, send an ADA Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager.

ODOT's fillable ADA Ramp Inspection Form and instructions are available at the following address:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>

- e. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- f. Pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a State Highway.
 - g. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal being installed on a State Highway.
 - h. Ensure Agency, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection.
 - i. Upon completion of the Project and at its own expense, maintain the pavement surrounding the vehicle detector loops installed in the Agency street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Agency to repair or replace the damaged loops at Agency expense. Future Agency roadwork activities involving the detector loops may also result in the same State requirements. Agency shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards.
6. Agency shall submit the following items to State's Project Manager, at Project completion and prior to final payment:
- a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings.
7. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, the Agreement number, the Project phase (such as preliminary engineering, right of way and construction), the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Invoices shall not be presented for periods of less than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses shall be reimbursed to Agency in accordance with the current State of Oregon Department of Administrative Services' rates
8. Agency, or its consultant, shall obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all

construction engineering; and make all contractor payments required to complete the Project.

9. Agency shall, at its own expense, periodically inspect the Project upon completion and throughout the useful life of the Project to ensure continuing compliance with ADA standards. This provision shall survive termination of the Agreement.
10. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
14. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
15. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:

- a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
16. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
17. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
19. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.

- b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000.
 - d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
20. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

21. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
22. Agency's Project Manager for this Agreement is Paul Stevens, Public Works Development Services Director, 898 Elk Drive, Brookings, OR 97415, 541-469-1138, pstevens@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency one hundred (100) percent of eligible actual costs at a rate of 59.20 percent up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 3 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency. Final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. If traffic signal improvements are on or along a State Highway, traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. As part of those traffic signal responsibilities State shall:
 - a. Ensure its Region Electrical Crew, at Project expense, perform the signal equipment environmental testing and perform the signal field testing and turn on.
 - b. Retain the right of review of the traffic signal timing for signals on state highways, or those which State maintains, and shall reserve the right to request adjustments when needed.
 - c. Notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications

shall follow guidelines set forth in the current Manual on Uniform Traffic Control Devices, and the current ODOT State Traffic Signal Policy and Guidelines.

- d. Maintain the pavement surrounding the vehicle detector loops installed in the State highway in such a manner as to provide adequate protection for said detector loops at its own expense upon completion of the Project.
 - e. Maintain the pavement markings and signing installed on the State highway in accordance with current State standards.
 - f. Where Agency has an agreement with State to modify signal timing and the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, Agency shall promptly report such modifications to State's Region Traffic Engineer.
5. State's Project Manager for this Agreement is Scott Adams, Local Agency Liaison, 3500 NW Stewart Parkway, Roseburg, OR 97470, 541-957-3636, scott.adams@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

- 1. This Agreement may be terminated by mutual consent of both Parties.
- 2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.

3. If State terminates this Agreement for the reasons described in General Provisions 2, "a" or "b" above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or

settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key #18916) that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

Signature Page to Follow

Agency/State
Agreement No. 31774

CITY OF BROOKINGS, by and through its
elected officials

By

Title CITY MANAGER

Date 02/13/17

Agency Contact:

Paul A. Stevens, P.E.
Public Works & Development Services
Director
898 Elk Drive
Brookings, OR 97415
541-469-1131
pstevens@brookings.or.us

State Contact:

Scott Adams
Local Agency Liaison
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By

Highway Division Administrator

Date

APPROVAL RECOMMENDED

By

Region 3 Manager

Date

**APPROVED AS TO LEGAL
SUFFICIENCY**

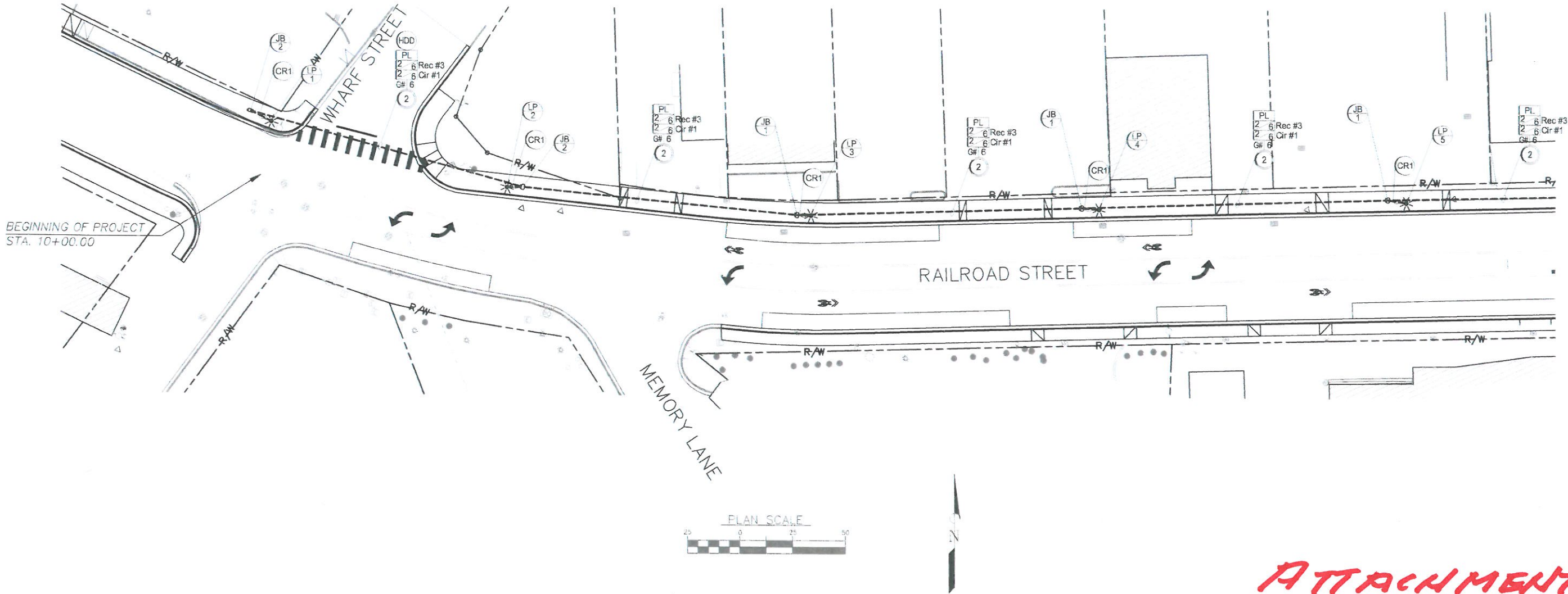
By Bonnie Heitsch via Email

Assistant Attorney General

Date February 9, 2017



EXHIBIT A – Project Location Map



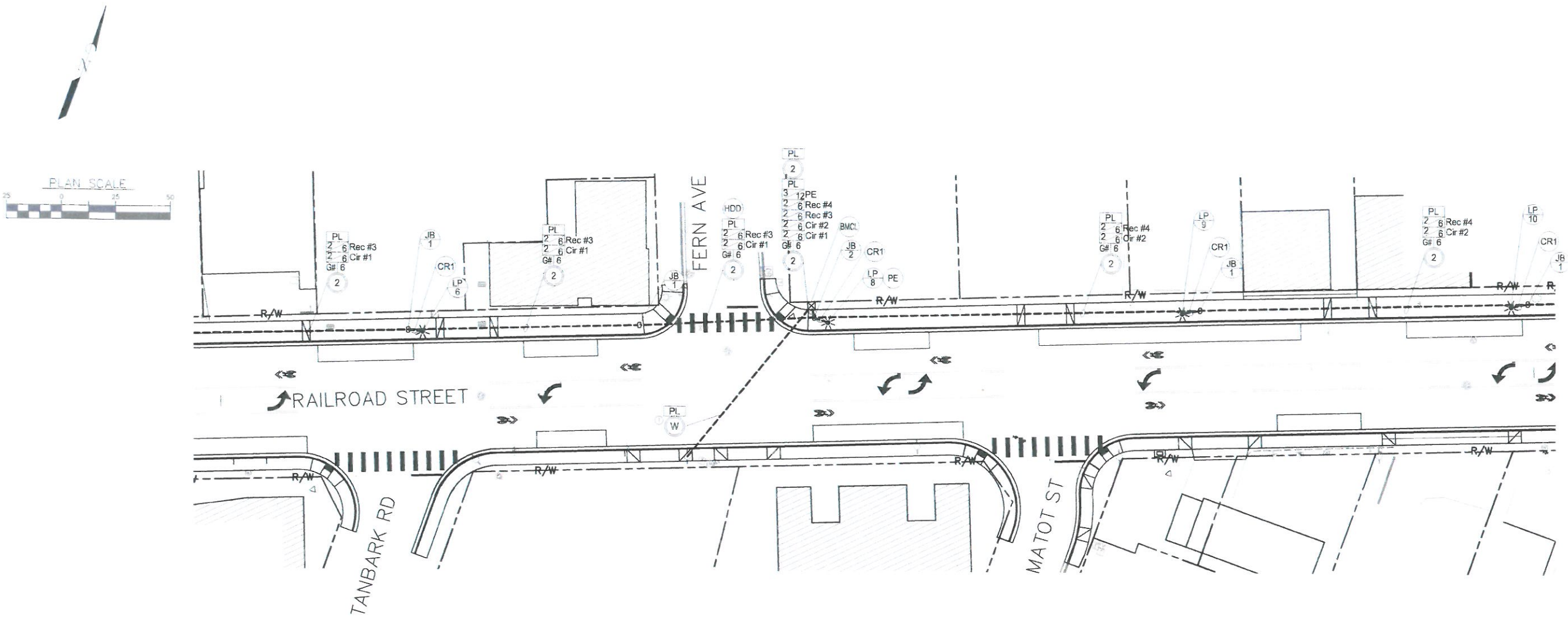


CONSTRUCTION NOTES:
See sht. IL-1 for legend.

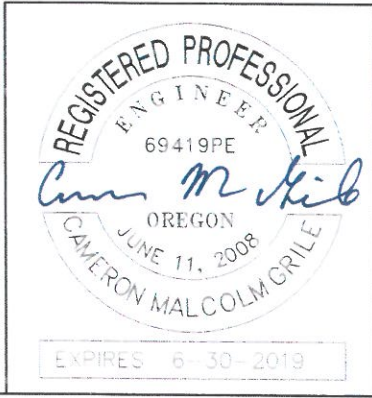

ATTACHMENT B

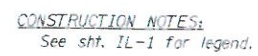
	 DAVID EVANS AND ASSOCIATES INC.	
	RAILROAD STREET: WHARF ST-OAK ST BROOKINGS RAILROAD STREET CURRY COUNTY	
	Reviewed By - ACW Designed By - CMG Drafted By - STL	
ILLUMINATION PLAN		SHEET NO. IL-3

P:\0\000T00000877\0400CAD\SHEETS\DEA_Railroad-Illumination.dwg, 6/29/2017 7:27:31 AM PLOT DATE June 29, 2017



CONSTRUCTION NOTES:
① Conduit run approximately 90' to power source. Coordinate power source with Coas-Curry Electric Co-Op Inc.
See sht. IL-1 for legend.

	 RAILROAD STREET: WHARF ST-OAK ST BROOKINGS RAILROAD STREET CURRY COUNTY	
	Reviewed By - ACW Designed By - CMG Drafted By - STL	
	ILLUMINATION PLAN	SHEET NO. IL-4




CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval


Subject: Transient Occupancy Tax Fund Allocation for Salmon Run Golf Course Video

Recommended Motion:

Motion to allocate a \$4,550 grant from Transient Occupancy Tax revenues to the Early Management Team, Managers of Salmon Run Golf Course, for the production of promotional videos.

Financial Impact:

\$4,550 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

At the July 17 City Council workshop, staff proposed funding of several videos to promote the golf course on various platforms such as websites and social media.

Because the golf course is owned by the City and because the golf course is striving to stimulate membership in order to improve revenues, staff supports the proposed promotional concept, agreeing that it is in the City's best interest to advocate for promotion of its own facility.

This item is scheduled to be evaluated by the Tourism Promotion Advisory Committee (TPAC) at its July 20, 2017 meeting, so at the time of this writing, the TPAC recommendation is unknown. Staff will verbally convey TPAC's recommendation at the City Council meeting on July 24, 2017.

Staff is seeking Council authorization for a grant from Transient Occupancy Tax revenues in the amount of \$4,550 to Early Management Team for the purpose of contracting with a videographer to promote Salmon Run Golf Course.

Attachment(s):

- a. XPlore Film proposal



Proposal for Video Production

Client: Early Management Team, Salmon Run Golf Course

Scope of work to be performed: Produce multiple films to promote Golf in the City of Brookings

Special notes: Per our conversation regarding the possibility of a virtual tour we are presenting two package options. It would not be possible to film all 18 holes in one day with the drone. Especially considering the best lighting. We typically drone from 5am-9am and then again 5pm-9pm at this time of the year. It will take two full days to film all 18 holes which doubles the drone contractor expense who will be coming from Eugene Oregon.

Package A: Multiple Film Package

- Produce an overview film highlighting Salmon Run Golf Course. Film 3-4 holes with aerial drone and standard cameras. Interview Golf Pro if applicable. Film will be produced for multiple venues, web sites and promotional campaigns. One day of filming total.
- Produce a short version to be sent to CGI for new campaign. Length TBD.
- Two films total for web site, newsletter, social media, and any other marketing use.
- Cost \$2,450 + 2 nights lodging – 2 rooms for 4 people

Package B: Virtual Tour with Multiple Film Package

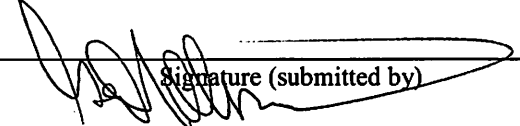
- Produce an overview film highlighting Salmon Run Golf Course. Film 18 holes with aerial drone and standard cameras. Interview Golf Pro if applicable. Film will be produced for multiple venues, web sites and promotional campaigns. Two days of filming total.
- Produce a short version to be sent to CGI for new campaign. Length TBD.
- Produce (18) :20-:30 breakout films of each hole for web site, newsletter, social media, and any other marketing use.
- Twenty films total.
- Cost \$3,950 + 3 nights lodging – 2 rooms for 4 people

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Treatment Plant Contracting Status Report

Recommended Motion:

Review and direction to staff regarding Council presentations.

Financial Impact:

None

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The City issued a Request for Qualifications for contract operations of the Water and Wastewater Treatment Plants. Two responses were received, one from CH2M and one from Veolia.

Staff convened a review committee and has rated both proposals. Both companies appear well qualified. The Public works/Development Services Director is now scheduling visits to at least one treatment plant operated by each of the companies, and will also meet with City officials in those communities.


A question has arisen as to whether the City Council would like to have each of the two companies appear at a Council meeting to make a presentation, or whether the Council wishes staff to make a recommendation for preliminary selection of a contractor. Once a preliminary selection is made, the company will be invited to do a thorough evaluation of services to be provided and negotiate a preliminary contract for performing those services. This will require a major time commitment by both the selected contractor and City staff. It is at that time that we would provide the Council with a comparative analysis of the cost of operating the facilities with City staff or contracting.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 24, 2017

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval


Subject: Intergovernmental Agreement for Wastewater Treatment Services dated July 18, 2017, and the Mutual Release and Settlement of Claims with the Harbor Sanitary District

Recommended Motion:

Motion to authorize the Mayor to execute the Intergovernmental Agreement for Wastewater Treatment Services date July 18, 2017, and the Mutual Release and Settlement of Claims with the Harbor Sanitary District.

Financial Impact:

Increases annual operations and maintenance revenue from the Harbor Sanitary District (HSD). Requires HSD to participate in funding capital projects. Adjusts rate for plant operations and maintenance annually. Reduces HSD obligation for unpaid user fees during the period September 1, 2016-present by \$211,037.11; requires an additional payment by HSD of \$86,156.38 for fiscal 2016-17. Waives HSD claim to some \$120,000 in interceptor line maintenance fees paid.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The 2007 agreement between the City of Brookings and the Harbor Sanitary District established a fixed rate for processing sewage transmitted to the City Wastewater Treatment Plant. That agreement envisioned a review and renegotiation of the rate in five years. The City initiated the process for renegotiation in 2012.

In July 2016 an arbitration panel awarded the City some \$79,000 in fees owed the City and also found that, because the City had continued to accept payments from HSD under the 2007 agreement for nine years (in good faith while attempting to negotiate a new agreement) the City was unable to recover additional funds...specifically for capital improvement costs...for which the City believed HSD was responsible.

The City Council adopted a new rate structure applicable to HSD effective September 1, 2016 and has continued efforts to achieve a new and more equitable agreement for the past 11 months. Progress has been made through a series of meetings between negotiating teams appointed by the City and HSD. The City negotiating team consists of the City Manager, City Attorney, Finance/HR Director and Public Works/Development Services Director.

HSD has refused to make payments in accordance with the August 2016 rate, and has continued to pay at the 2007 rate. The City has accepted the lower payments as partial payments against the amount due.

The last meeting of City and HSD representatives was held on April 25, 2017, at which time HSD representatives agreed to present the draft new agreement to their governing board on the condition that the new rate contained in the draft agreement be made retroactive to September 1, 2016. This new rate is higher than the 2007 rate, includes annual adjustments, and provides for HSD participation in funding improvements to the wastewater treatment plant. With the exception of the proposal to retroactively apply the new rate all other matters were considered resolved as of the April 25, 2017, negotiation session. The City Council tentatively agreed to make the new rate retroactive to September 1, 2016, and HSD staff was notified accordingly.

Subsequently, HSD staff and legal counsel raised several new issues and proposed new agreement language. The City notified HSD representatives that the City Council desired to bring this matter to final conclusion by July 10, 2017. Staff reported at that meeting that several outstanding issues remained, but that efforts were in progress to reach a resolution. The Council indicated that they wished to bring this matter to conclusion at the July 24 City Council meeting.

The City negotiating team has continued to interact with HSD representatives and believes it has used its best effort to reach an agreement. The City Attorney has prepared a new intergovernmental agreement (IGA) and mutual release and settlement of claims (MRSC) based upon those exchanges. The City negotiating team recommends that the City Council approve the IGA and MRSC as currently proposed. HSD can then either approve these agreements or the City will continue to apply the new rate schedule adopted in August 2016 (effective September 1, 2016) and potentially seek arbitration to enforce payment.

PROPOSED IGA

The proposed IGA is for a term of 60 months (five years) and provides that:

- Creates a joint coordinating committee to review the annual proposed budget, sewer rate proposals and attempt to resolve conflicts.
- The City will provide HSD with a draft annual budget by April 30.
- Establishes a protocol for the collection and processing of wastewater samples taken at HSD facilities.
- HSD will pay to the City its proportionate share of operating and maintenance expenses. Three factors will be applied in determining the HSD proportionate share as provided in the 1991 City of Brookings and Harbor Sanitary District Wastewater Rate Study. The amount paid by HSD may vary annually based upon City/HSD respective flows. Under the 2007 agreement, the HSD rate was a fixed rate for the entire contract period applied to flow. Under the new agreement, for the current fiscal year, that proportionate share would fluctuate based upon actual costs, wastewater characteristics and flow.
- HSD will increase its System Development Charge (SDC) schedule of fees annually; the City receives a portion of the SDC paid by developers in the District. The agreement further provides how the amount of SDC received by the City from HSD customers is to be accounted for and credited to HSD for capital projects.
- HSD will pay its proportionate share the cost of capital improvements and related debt service. HSD will pay \$275,000 annually as its proportionate share of the annual

payment to Umpqua Bank on a \$9,880,000 loan for capital improvements secured in 2012. Payments will continue until June 15, 2022.

- For new capital costs, HSD will pay its proportionate share of the cost of the project. The proportionate share will be based upon the weighted 12-month average percentage of the sewer flow treated at the Plant. Payment may be in the form of a lump sum or in equal monthly payment spread over the period of any financing.

Currently, HSD is underpaying on the \$9.8 million debt service and is not contributing to the cost of new capital projects. The above two points represent a significant change going forward.

- The annual fee for maintenance of the interceptor line is increased from \$4,500 to \$6,300.
- For dispute resolution, a new arbitration provision requiring the use of the Arbitration Service of Portland rather than the parties negotiating the appointment of an arbitration panel.

PROPOSED MRSC

The proposed MRSC settles all claims and potential claims by the City and HSD against one-another. The MRSC provides that:

- The City will accept \$501,632 as payment in full for operations and maintenance, capital improvements, existing capital debt and interceptor maintenance for the period September 1, 2016 to June 30, 2017. The amount due from HSD is \$86,156.38.
- Extinguishes HSD's claim that since 2007 the City has received from HSD, but has not spent, some \$120,000 associated with the maintenance of the "interceptor line" which transmits HSD sewage from the vicinity of Chetco Avenue and Alder Street to the Wastewater Treatment Plant. HSD had sought reimbursement of these funds.

The amount due from HSD is \$211,037.13 less than the amount billed but not paid by HSD since the City Council approved a rate effective September 1, 2016. This is primarily because the City set the HSD share of costs at 30 per cent of flow based upon a pre-2007 flow study, and the new proposed rate is based upon current weighted flow data. The settlement makes the new rate retroactive to September 1, 2016 and waives all interest.

Attachment(s):

- a. Intergovernmental Agreement for Wastewater Treatment Services Brookings Draft July 18, 2017
- b. Mutual Release and Settlement of Claims

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER TREATMENT SERVICES

This intergovernmental agreement for wastewater treatment services ("Agreement"), effective July 1, 2017, is hereby entered into by and between the Harbor Sanitary District (the "District"), a Sanitary Sewer District organized and operated pursuant to the provisions of ORS Chapter 450, and the City of Brookings (the "City"), a municipal corporation, organized and operated pursuant to the Constitution and Statutes of the State of Oregon and its City Charter.

RECITALS

- A. The District operates and maintains a collection system for sewage to serve the customers of the District. The District does not have facilities for treatment of the sewage collected. The sewage collected by the District is discharged into the City's sewage collection system for treatment by City's Wastewater Treatment Plant.
- B. The City owns and maintains a municipal wastewater treatment plant and related facilities. The City and the District both discharge sewage into the City's Wastewater Treatment Plant.
- C. The City operates its Wastewater Treatment Plant pursuant to authorization and permits issued by the Oregon Department of Environmental Quality ("DEQ").

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree to the following terms and conditions:

1.0 GENERAL PROVISIONS

- 1.01 Recitals.** The above recitals are true and accurate and are incorporated herein by this reference.
- 1.02 Acceptance of District Sewage.** The City agrees to accept sewage presently collected by the District, and such additional sewage from new connections either inside or outside of the District's service area, so long as the new connections serve properties located within the City's urban growth boundary. The City reserves the right, in its sole discretion, to refuse to accept sewage from new connections either inside or outside of the City's service area that might cause the City's Wastewater Treatment Plant to exceed its treatment capacity or otherwise subject the City to regulatory enforcement activity. In determining whether to accept sewage from new connections, the City shall apply the same criteria or standards to all its customers, including the District, without discrimination.
- 1.03 Definition of Sewage.** For purposes of paragraph (1) hereof, the term "sewage" means domestic waste requiring no pretreatment and does not include hazardous substances or hazardous wastes as those terms are used in applicable environmental and water quality protection laws, regulations or ordinances of the United States, the State of Oregon, Curry County or the City.
- 1.04 New Sewer Connections.** The City shall not be required to serve any new connections, either in or outside of the District's service area which would cause

the City's Wastewater Treatment Plant to exceed the designed capacity for the City's Wastewater Treatment Plant.

- 1.05 Good Repair.** The City and District agree to maintain, operate and keep in good repair their respective sewer interceptors, trunk lines, collector mains, laterals, pumping stations, treatment plant and related facilities as necessary to give effect to this Agreement.
- 1.06 Interceptor Line.** The City agrees to maintain the interceptor sewer line from the discharge of the pressure mains crossing the Chetco River ending at the Oak Street and Highway 101 manhole to the City's Wastewater Treatment Plant. The flow capacity of such interceptor sewer line shall at all times be maintained as adequate to service the requirements of the District at the allocated capacity. The City shall maintain said interceptor line and appurtenant manholes as a part of its sewer collection system.
- 1.07 Treatment Plant.** The City shall be solely responsible for operation and maintenance of the City's Wastewater Treatment Plant and disposal system. The District will contribute to the costs of operating and maintaining the plant as provided herein.
- 1.08 District Facilities.** The District shall be responsible for the operation and maintenance of all sewer collection lines and facilities utilized by the District inside the District's service area, and all of the pressure mains to their discharge into the Oak Street and Highway 101 manhole.
- 1.09 New Facilities and Improvements.** The parties agree that the design, construction and inspection of all future sewer facilities and improvements within their respective service areas shall be in accordance with plans approved by the DEQ. Each party will have the right to inspect future plans for improvements that would impact the quantity or quality of the flow to the City's Wastewater Treatment Plant at any reasonable time before, during or after construction. The party constructing such improvements shall provide the other party with 30 days' prior notice of the date for commencement of construction of such facilities and improvements. In the event of an emergency necessitating work, the party responsible for the work shall give notice as soon as practicable.
- 1.10 District Enforcement.** The District agrees to take all necessary steps to adopt, keep current and enforce rules, regulations and standards concerning the collection and disposal of sewage within the District. Such rules, regulations and standards shall be compatible with current good engineering practice and consistent with the requirements and regulations of DEQ.
- 1.11 Fees and Charges.** The City will impose sewer user fees and such other charges, assessments, or taxes as may be necessary to pay all operating and maintenance expenses for the City's Wastewater Treatment Plant. The District will impose sewer user fees and such other charges, assessments or taxes as deemed necessary by the District in an amount sufficient to cover the City's

charges to the District for its costs to treat the District's sewage as hereinafter set forth. The City agrees that it does not have legal authority to impose sewer user fees or taxes on the District or District customers.

- 1.12 Industrial Waste.** The City and the District agree to jointly develop, adopt and maintain an industrial waste control ordinance, applicable to the needs of both parties when an industrial customer, in either the City or District, as applicable, applies for sewer service.
- 1.13 Inflow & Infiltration.** The City and the District will each adopt and provide for enforcement of rules and regulations and safeguards against the entry into the sewer system of surface water, drainage water and water from rain collector systems and other matter or substance which is not permitted in the sanitary sewer system under present or future regulations of the DEQ.
- 1.14 Rules and Regulations.** The City and the District will put into effect such rules and regulations and carry out such policies as they determine to be advantageous, within their respective boundaries, to promote the most efficient operation of sewerage facilities and uninterrupted flow of sewage from the District's collection system to City's Wastewater Treatment Plant including the prevention of all nuisances, the reduction and the prevention, insofar as possible, of pollution of public waters and all other matters which will facilitate and promote cooperation between the parties and generally to carry out the intent of this Agreement.
- 1.15 Amendments.** Upon the request, in writing, of either party hereto, to initiate negotiations with the other party regarding proposed amendments to this Agreement, such negotiations shall commence in a timely manner.
- 1.16 Committee.** The City and District agree to form a City/District Coordinating Committee comprised of four (4) members, two (2) designated by the governing body of the City and two by the governing body of the District. The functions of the Committee shall include the review of the annual proposed City Wastewater Treatment Plant Budget, interagency sewage rate proposals developed by the parties, possible amendments to this Agreement and proposals for resolving conflicts arising from the administration of this Agreement and to make recommendations to the governing bodies of the parties. Each party may bring any necessary support staff to meetings of the committee.
- 1.17 Sewage Rate.** The term "sewage rate" includes, but is not limited to, the following fees to be charged by the City to the District: (i) user fees to recover the costs of capital improvements and the operation, maintenance and replacement of the Wastewater Treatment Plant, outfall facilities and interceptor line; (ii) system development charges; and (iii) other charges related to sewage treatment. Sewage Rate does not include any fees incurred by the City for the hauling, treatment or disposal of septic sewage or the cost of any capital improvements incurred to treat septic sewage.
- 1.18 Industrial Waste Permits.** The District and/or City will be responsible for any and

all costs associated with industrial waste permit requirements for services within their respective boundaries, when an industrial customer, in either City or District, as applicable, applies for sewer service.

- 1.19 Budgeting.** Annually, as early as possible, and in no event later than April 30th of each year, City shall transmit to District its proposed draft budget for the operation of City's Wastewater Treatment Plant. The draft budget shall include the revenues the City anticipates for Wastewater Resources, including the proposed revenues to be collected from District, transfers for administrative costs and Wastewater Plant operation and maintenance expenses, and any Wastewater Plant capital expenses listed elsewhere in the budget. City will make its best efforts to provide District with a preliminary draft budget no later than April 15th of each year.
- 1.20 Flow Meters and Sample Compiler.** The current location of the flow meters and sample compiler ("devices"), located at District's Pump Station 1 (as described in Exhibit "A" hereto) are agreeable to the City. Any change in the location of the flow meters or sample compiler must be approved by the DEQ and the City in writing. The District will allow the City's Engineer, accompanied by a District representative, to inspect the devices upon request. The City shall give the District advance notice of not less than 24 hours of any request for such inspection. The District shall have the performance of its flow meters evaluated by a DEQ-approved field verification process once per year and provide results to the City. If an issue with the performance of a flow meter is indicated by the results, then the District will repair or replace the device as necessary at its sole expense. The City will forward to the District its semi-annual certification report of its flow meter that measures incoming flow to the Wastewater Treatment Plant.
- 1.21 Collection of Samples.** District will be responsible for collecting samples of its wastewater on a weekly basis. The City will be allowed to observe the collection of the samples. The District will follow a prescribed sampling procedure, attached hereto as Exhibit "B." If the City's observer has a concern regarding the procedure, then he or she shall indicate that concern on the Chain of Custody form, attached hereto as Exhibit "C." Both City and District shall be provided copies of the Chain of Custody form, identified as Exhibit C, as soon as possible after it is generated.
- 1.22 Testing of Samples.** The City's lab will be used for the testing of samples for BOD and TSS collected by District. The City shall provide the District with a copy of the daily monitoring reports, total flow measurements, BOD and TSS test results as they become available.

2.0 OPERATION AND MAINTENANCE EXPENSES: CHARGES, RATES AND BILLING

- 2.01 Purpose.** The purpose of this section is to establish procedures for calculating the charges and rates for the City's cost of treating the District's sewage discharged into City's Wastewater Treatment Plant and billing the District for those charges.

2.02 Proportionate Share. The District shall pay to the City its proportionate share of the annual cost of the City's operation and maintenance expenses for the treatment of the sewage discharged by the District to the City's Wastewater Treatment Plant. The proportionate share of the District's annual operation and maintenance cost payable to City shall be determined as follows:

A. **ACTUAL COSTS.** Operating and maintenance expenses shall be defined as actual costs to the City for the treatment of sewage, inclusive of flow, BOD and TSS. Annual operation and maintenance expenses shall also include a portion, to be annually determined, of the City's annual administrative costs. For the purposes of this Agreement, the City's annual administrative costs shall be defined as the reasonable expenses of operating City offices or agencies that indirectly service, or otherwise have a relationship to, the City's Wastewater Treatment Plant.

B. **MONTHLY PAYMENTS.** During the term of this Agreement, the District shall make twelve (12) monthly payments during each fiscal year for operating and maintenance expenses to be computed by the City as follows:

1. The District's proportionate share of the total operation and maintenance expenses for City's Wastewater Treatment Plant shall be based on the District's proportion of the total sewage treated by the City's Wastewater Treatment plant during the previous one year period, from July 1 to June 30 of each year. The District's percentage contribution of sewage treated by the City's Wastewater Treatment Plant shall be determined by calculating the District's contribution of flow, BOD and TSS to the City's Wastewater Treatment Plant as evidenced by the flow meters and compilers identified in Section 2.02. The City's total flow, BOD and TSS shall be measured by the City at the flow meter located at the City's Wastewater Treatment Plant. The District's percentage contribution to the treatment plant based on the total flow, BOD and TSS treated at the City's Wastewater Treatment Plant shall be the cost allocation percentages for determining the weighted rate as provided in the March 1991 City of Brookings and Harbor Sanitary District Wastewater Rate Study, page 4-2, until a new study is completed. Those parameters are:

Treatment Parameter	Allocation Percent
Flow	50.7
BOD	39.1
TSS	10.2

The District's proportionate share of the total operation and maintenance expenses for City's Wastewater Treatment Plant is calculated by dividing the District's flow, BOD and TSS treated at the City's Wastewater

Treatment Plant from July 1 to June 30 of each year by the total flow, BOD and TSS treated at the City's Wastewater Treatment Plant for the same time period to reach a separate percentage for flow, BOD and TSS and multiplying the resulting separate percentage contribution by the District for flow by 50.7%, for BOD by 39.1% and for TSS by 10.2% and then totaling the resulting three percentages.

For purposes of this Agreement, a month is defined as a full calendar month.

2. The proportion of the District's contribution of flow, BOD and TSS to the City's Wastewater Treatment Plant, as determined in Section 2.02. B. 1. above, shall then be multiplied by the actual operations and maintenance expenses paid by the City for the period from July 1 through June 30 of the previous year. The resulting amount shall then be increased by 5% to reach the final amount due from the District for each annual payment. Due to the fact that the City will not have final actual figures until August or September, the parties agree that for the months of July, August and September, the District will pay the same monthly amount for operations and maintenance as in the prior fiscal year. Beginning in October of each year, after the actual expenditures for operations and maintenance have been reconciled and increased by 5% as stated herein, the City will credit the District with payments made during July, August and September by the District and divide the outstanding balance for annual operations and maintenance payment by nine. The City will then invoice the District by that amount for the months of October through June for operations and maintenance expenses. This credit is separate and apart from any credit or balance owing from the annual reconciliation of the previous fiscal year that is the subject of Section 2.06. The District will remain obligated to pay its proportionate share of the actual expenses as determined through the annual reconciliation process described in Section 2.07 herein.

2.03 Annual Budget. The City shall provide the District with its projected annual budget for operation and maintenance expenses for the City's Wastewater Treatment plant not later than April 30th of each year. The City/District Coordinating Committee shall conduct at least one meeting prior to May 30th to review the proposed budget. The City shall include in its proposed annual budget to be provided to District its annual administrative costs applicable to the operation and maintenance of City's Wastewater Treatment Plant, as provided herein in Section 2.02.A.

2.04 Other Costs. Annual operation and maintenance expenses as defined above, including administrative costs, shall not include costs to either party of keeping track of, billing, and collecting sewer charges from customers, the charges so made, and said costs are to be the sole responsibility of each party within its respective boundaries.

2.05 Billing Statements. The City hereby agrees to mail or email a billing statement to the District, to be posted no later than the 5th working day of each month, for the monthly amount due the City from District for the current month's operation and maintenance expense for the City's Wastewater Treatment Plant (sample monthly statement and invoice are attached hereto as Exhibit "D"). The District shall pay the amount due the City for operation and maintenance expense upon receipt of City's monthly billing for these expenses, but, in any event, no later than the 25th day for each month a billing from the City is received. Payment after the 25th day of each month will be made in accordance with the delinquent and late fees established by the City of Brookings applicable to all sewer customers. Payment will be made by cash or check of readily available funds to the City of Brookings at City Hall, 898 Elk Drive, Brookings, Oregon 97415.

2.06 Annual Reconciliation. After the City is in receipt of the District's payment for May usage, the City shall pre-reconcile actual payments from the District against what the actual annual expenses are for the period ending May 31st of that year. If there is a credit due, it will be applied against the June billing statement for June. If there are additional monies due, the difference will be included on the June invoice.

A. Not later than September 1st of each year the final reconciliation for the prior fiscal year's actual payments from the District will be reconciled against what the actual annual operation and maintenance expenses were for the previous fiscal year. If there is a credit due, the City will have up to six (6) months to apply a credit to the District's account or to issue a refund. Any refunds or credits issued within sixty (60) days will be interest free. The balance of the credit due after sixty (60) days will bear interest at the rate of 9% per annum. If there are additional monies due from the District to the City, the District will have up to six (6) months to pay the balance to the City. Payments made within sixty (60) days will be interest free. The balance after sixty (60) days will bear interest at the rate of nine percent (9%) per annum, unless otherwise agreed to by the parties.

2.07 Accounting. All sums received from the District for operation and maintenance expenses shall be accounted for based on generally accepted accounting principles and used solely for Waste Water Treatment Plant/Outfall System operation, maintenance and replacement.

3.0 PAYMENTS TO CITY OF SDC COLLECTED

3.01 System Development Charges. Subject to Section 3.03 and 3.04 herein, the District agrees to adopt by District resolution, as part of the District's System Development Charge, the components of the City's system development charge, applicable to the District, as established by legally adopted City ordinance for replacements and improvements to the sewage treatment plant and outfall system. However, no portion of the City's SDC collected by District from District customers shall be expended by City for any expenses for the City's sewage collection system, except for that portion of the system described in Section 5.0. All SDC's collected by the District from District customers and sent by District to

the City shall be accounted for and shall be dedicated for expansion of the Wastewater Treatment Plant capacity and for debt service associated with past Treatment Plant capacity expansion. The improvement fee portion of the City's SDC may only be used to pay for capacity expansion projects and the reimbursement portion of the City's SDC shall only be used to pay for eligible debt service and other eligible expenses and these amounts shall be accounted for by the City.

3.02 Eligible Expenditures. No later than April 30th of each year the City shall submit to the District information on the estimated annual expenditures to be made by City for capital improvements to its Wastewater Treatment Plant which are eligible for payment from SDC funds.

3.03 Annual Increase in City's SDC. The District shall increase or decrease the City's component of the District's SDC per EDU rate annually, before July 1st of each year, when advised by the City, no later than June 15th of each year, that the City has or will increase its SDC and the amount of the increased SDC. The District will contact the City and request the change, if any, in the City's SDC prior to June 15th of each year.

3.04 Direct Payment of SDC's to the City. When the District receives an application for a new connection to the District's sewer system, the District shall refer the applicant to the City for direct payment to the City for the City's component of the District's current System Development Charge. The City will provide each applicant with a receipt for payment of the System Development Charge for presentation to the District. The District agrees not to permit any new connection to the District's sewer system until it has verified that the applicant has paid the City the System Development Charge, as established by City Ordinance, and adopted by resolution of the District as a component of the District's SDC.

3.05 District Credit. The City shall credit each SDC payment it receives from an applicant for a new sewer connection within District only to those capital improvement expenses for the City's Wastewater Treatment plant eligible for payment by SDC monies. System Development Charges collected by City pursuant to this agreement shall then be accounted for in an SDC Treatment Fund. Proposed appropriations from this Fund shall be reviewed as a part of the annual budget process. The City shall apply each SDC collected as a Credit in the monthly statement as shown in Exhibit D. The table in Exhibit D, including the SDC credits, shall be used in the annual reconciliation as described in Section 2.06.

4.0 CAPITAL IMPROVEMENTS TO WASTEWATER TREATMENT PLANT

4.01 Capital Improvements. The District agrees to pay its proportionate share of the cost of capital improvements to the City's Wastewater Treatment Plant, transmission facilities and outfall system ("Capital Improvement Costs") as provided herein. The amount due the City shall be based on the actual cost of any capital improvement, including pre-design, engineering, project management costs and debt service, not the budgeted cost. "Debt service" shall include principal, interest and fees related to financing capital improvements. If the District

pays for components of a capital improvement project that are paid for in cash by City and District and later debt-financed as part of the larger project, then after financing is obtained, the City shall give the District a credit for the payments already made by the District. The District shall then pay its proportionate share of the annual debt service as described in Section 4.02.B. below.

A. Hauled Septic Waste. The District shall not be responsible for pay for any capital improvements for City's Wastewater Treatment Plant for improvements to treat hauled septic waste, hauled to the City's Wastewater Treatment Plant by commercial providers.

4.02 Proportionate Share. The District's proportionate share of Capital Improvement Costs for City's Wastewater Treatment Plant that District shall pay to City shall be determined as follows:

A. Existing Capital Debt. The City has a loan with Umpqua Bank, taken out on July 12, 2012 in the total amount of \$9,880,000.00. This loan amount includes and consolidates the balance due on the City's original loan with the DEQ, the City's loan for the screw press and the City's loan for the slide repair, all of which were for the construction, replacement and repair of the City's Wastewater Treatment Plant as constructed prior to the effective date of this Agreement. This Umpqua Bank loan bears Loan No. 68928084 and matures on June 15, 2022. The amount currently due from the City for this loan is defined for purposes of this Agreement as "Existing Capital Debt". The District shall pay to City the sum of \$275,000.00 per year for the District's proportionate share of the City's Existing Capital Debt, until June 15, 2022, when the current balance of the City's Existing Capital Debt is scheduled to be paid in full.

The City will give reasonable advance notice, but not less than 30 days, to District if it seeks to refinance or attempts to refinance the Umpqua Bank loan for the Existing Debt. If the City refinances its Existing Capital Debt, as defined herein, and includes in any refinancing of Existing Capital Debt new, additional capital debt for the repair or replacement of the City's Wastewater Treatment Plant, the District shall pay its proportionate share of the portion of any new, additional capital debt included in the refinance as calculated in Section 4.02.B., in addition to the annual payment of \$275,000.00 on the portion of any new loan refinancing the Existing Capital Debt until June 15, 2022, and thereafter District shall pay its proportionate share of the new, additional portion of the new, additional capital debt as provided in Section 4.02.B. of this Agreement.

B. New Capital Costs. The District's proportionate share of the Capital Improvement Costs for new structures, components, facilities and equipment, as well as their subsequent replacement and repair, to expand the capacity of or to comply with State-mandated regulations associated with the operation of the City's Wastewater Treatment Plant shall be determined by using the proportion of the District sewage treated in the City's Wastewater Treatment

Plant as calculated in Section 2.02.B.1. herein (using the 12-month weighted running average ending the month prior to (i) the time the City closes on a loan for said capital improvement, (ii) when a capital improvement project reaches final completion, or (iii) sixty (60) days after substantial completion, whichever occurs first) and converted to District's percentage amount for both cash payments or for the life on any loan, and any subsequent refinancing, taken by City for new capital improvements.

4.03 Use of Payments. All sums received from the District by the City for capital improvements to the City's Wastewater Treatment Plant, shall be used by the City solely for Capital Improvements Costs at the Wastewater Treatment Plant as defined in Section 4.01.

4.04 Billing. Billing for Capital Improvements shall be as follows:

A. For amounts due pursuant to 4.02.A., the District shall pay 25.0 percent of the City's annual debt service costs in 12 equal monthly payments pursuant to Section 2.05 herein.

B. For amounts due pursuant to 4.02.B. for debt-financed capital improvements, City will notify District of the amount due for its proportionate share for debt-financed capital improvements and when the first payment is due from District (i) at the time the City closes on a loan for said capital improvement, (ii) when a capital improvement project reaches final completion, or (iii) sixty (60) days after substantial completion, whichever occurs first. The notice from City will include the City providing District with the City's debt schedule for each individual debt-financed capital improvement. District will pay its proportionate share for the debt-financed capital improvement in one lump sum cash payment or in equal monthly payments for the remaining life of the loan. If the District chooses to pay cash for a debt-financed capital improvement, it must so notify the City in writing prior to the City applying for said financing.

C. For amounts due pursuant to 4.02.B. for capital improvements that are not debt-financed, the District shall pay its proportionate share of the anticipated cost of capital improvements in either one lump sum payment or in equal monthly payments for the remaining months in the fiscal year or sixty (60) days, whichever is more. The City will notify District of the amount due for its proportionate share for capital improvements pursuant to 4.02.B. and when the first payment is due from District at the time (i) said capital improvement project reaches final completion, or (ii) sixty (60) days after substantial completion, whichever occurs first.

4.05. Annual Budget. Anticipated Capital Improvement expenses shall be included in the annual budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include a capital improvement projects list that includes all wastewater treatment capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project.

- 4.06. Annual Reconciliation.** Capital Improvement payments for new Capital Costs from the District to the City shall be reconciled against actual costs in accordance with Section 2.06 herein.

5.0 INTERCEPTOR LINE

- 5.01 Annual Fee.** The District shall pay to City an annual fee for the maintenance and operation of the interceptor line which is used to transmit sewage delivered from the District sewage collection system to the City collection system in the amount of \$6,300.00 per year. This fee is earned upon receipt and does not require any separate accounting or tracking.
- 5.02 Maintenance.** For purposes of this section 5.0, the term “maintenance” shall mean any work that is not required to be capitalized. Generally, this means work that is either reoccurring, such as inspections, cleaning, incidental repairs or sealing leaks, etc. The City shall notify the District prior to the City performing any maintenance on the interceptor line if such maintenance is not due to an emergency. In the event the City is required to perform maintenance on the interceptor line under circumstances where prior notice of such maintenance is not possible, City agrees to provide District with notice of the maintenance and the amount spent on such maintenance as soon as reasonably possible under the circumstances, but in no event later than five (5) working days after such maintenance is performed.
- 5.03 Capital Improvements.** For purposes of this section 5.0, the term “capital improvement” shall mean any work that is required to be capitalized. A capital improvement is the addition of a permanent structural change or the restoration of some aspect of an asset that will either enhance the asset’s overall value, increase its useful life or adapt it to a new use. The District and the City shall share the costs of capital improvements to the interceptor line. The District shall pay for 57% and the City shall pay 43% of the cost of capital improvements. These percentages are the respective allocated capacity of the interceptor line for District and City.
- 5.04 Billing.** For amounts due City, the District shall pay in 12 equal monthly payments pursuant to Section 2.05 herein.
- 5.05 Annual Budget.** Anticipated interceptor line maintenance expenses shall be included in the annual collections budget presented by the City each year to the District as provided in Section 2.03 herein. Along with the budget, the City will include any interceptor capital improvement projects that are expected to be undertaken in the ensuing fiscal year along with a cost estimate for each project.
- 5.06 Annual Reconciliation.** Interceptor line capital improvement payments from the District to the City shall be reconciled against actual capital improvement costs in accordance with Section 2.06 herein.

6.0 MISCELLANEOUS PROVISIONS

- 6.01 Termination.** This Agreement shall automatically terminate after 60 months from

the date of the final execution of this Agreement. The parties shall begin meeting 12 months prior to the Agreement's termination to begin negotiating any desired changes. The parties agree to negotiate in good faith to reach a new agreement.

- 6.02 Notice.** Any notice given pursuant to this Agreement must be addressed to the party at the address listed below and sent first class, postage prepaid to the following applicable address:

If to City of Brookings:
City of Brookings
898 Elk Drive
Brookings, OR 97415

If to Harbor Sanitary District:
Harbor Sanitary District
P.O. Box 2457
Brookings, OR 97415

Notice shall be deemed given on the date of personal delivery or 3 days after deposit in the U.S. mail. Either party may change its address for delivery of notice by complying with this section.

- 6.03 Integrated Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter contained herein. Any prior agreements regarding this subject matter are void and no longer of any force or effect, specifically including, but not limited to, the 1989 Memorandum of Understanding, the 1989 Intergovernmental Agreement, the 2007 Memorandum of Understanding and the 2007 Intergovernmental Agreement.
- 6.04 Waiver.** The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default under this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 6.05 Modification.** Any amendment or modification of this Agreement must be in writing and signed by both parties to be valid and enforceable.
- 6.06 Headings.** Headings and captions in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 6.07 Attorney's Fees.** In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that is based thereon, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions or objections to, or requests to modify or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such proceedings).
- 6.08 Severability.** In the event that any provision of this Agreement is determined to be

invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the offending provisions be severed from the Agreement and that the remaining provisions of this Agreement be unaffected thereby.

6.09 Arbitration Required/ Mediation First Option. Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration Service of Portland, Inc., or an equivalent service in the event that the Arbitration Service of Portland, Inc., no longer is in existence, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the above named organization or any other mediation process or mediator as the parties may agree upon. The arbitration shall be held in the City of Brookings or the unincorporated area of Curry County known as Harbor. The parties shall split the arbitrator's fees equally.

Controversies involving a claim of \$250,000.00 or less shall be heard by one arbitrator. Controversies involving a claim of more than \$250,000.00 shall be heard by a panel of three arbitrators.

IN WITNESS WHEREOF, the parties to this Agreement have duly approved and caused this Agreement to be executed this ____ day of _____, 2017.

CITY OF BROOKINGS

By: Mayor Jake Pieper

ATTEST:

Teri Davis, City Recorder

HARBOR SANITARY DISTRICT

By: ATTEST:
Its:

Name:

EXHIBITS:

- A: Location of HSD Flow Meters and Sample Compiler
- B: Procedure for Sampling
- C: Chain of Custody Form
- D: Sample Monthly Statement and Invoice

EXHIBIT A:
LOCATION OF HSD FLOW METERS AND SAMPLE COMPILER

EXHIBIT B: PROCEDURE FOR SAMPLING

Start Sampler

1. Close the gate.
2. Open wet well door #4 (door with hose probe-end soaking in bucket).
3. Remove the hose probe from bucket and lower it into the wet well.
4. Close and lock the wet well door.
5. Go into the building to the refrigerator and take out the sample jug. Take the sample jug to the wet well and empty it.
6. Fill the container with clean water and rinse it 3 times.
7. Place the empty container back in the refrigerator, insert sample tube through the hole in the lid and close the refrigerator door.
8. Open the sampler pump cover on the top of the refrigerator:
 - **Press ON**
 - **Press the UP arrow to select RUN**
 - **Press ENTER**

The unit will automatically purge the line and take the first sample.

Sample Start Is Complete.

End Sampler

1. Close the gate
2. Open wet well door #4 but leave the orange grated door down for fall protection.
3. Remove the hose-probe from the wet well and scrub it using hot soapy water.
4. Place probe into bucket with clean water.
5. Go into the building and open the refrigerator:
 - **Remove the sample jug from the refrigerator and take it to the wet well.**
 - **Mix the sample side to side until it is well homogenized before pouring it into the sample container**
 - **Fill the H.S.D. sample container**
 - **Empty the remaining liquid into the wet well.**

(CAUTION: SPILL HAZARD-WASTEWATER)

6. Fill the sample jug with warm soapy water and scrub the inside of the jug and use that water to purge/clean the line.
7. Dump the remaining water into the wet well and rinse the sample jug with clean water.
8. Fill the sample jug with clean water and use the clean water to purge/rinse the line. (Rinse the line 3 times).
9. Empty the sample jug and put it back in the refrigerator.

The PURGE button looks like a pipe with bubbles.

**EXHIBIT C:
CHAIN OF CUSTODY FORM**

This form shall be utilized with the collection and transfer of each wastewater sample collected pursuant to this Agreement.

**HARBOR SANITARY DISTRICT
WASTEWATER SAMPLE FORM**

Sample Collection by HSD

Sample Started Date: _____ Time: _____ am/pm By: _____

Sample Collected Date: _____ Time: _____ am/pm By: _____

Temp: _____ ° C

Brookings Observer (if any): _____

Notes:

Sample Delivery to City Lab

Sample Delivered Date: _____ Time: _____ am/pm By: _____

Temp: _____ ° C Sample: _____ Accepted _____ Rejected

Received by: _____

Notes:

STATEMENT
November 1, 2016

[illegible]

77



CITY OF BROOKINGS
898 ELK DRIVE
BROOKINGS, OR 97415
541-469-1123

**Invoice for Harbor Sanitary District
2016-17 Estimate and Monthly Billing**

	2016-17 <u>Budget</u>	<u>Annual</u>	<u>Monthly</u>
<u>Operations:</u>			
Treatment budget:			
Personnel Services	511,268		
Materials and Services	583,400		
Transfer Tech Fund - tmt only	6,285		
Transfer Admin costs - tmt only	23,663		
	1,124,616.00		
Flow % 12 mo running average (7/15-6/16)	20.99%		
Estimated cost - Operations		236,056.90	19,671.41
<u>Capital Improvements:</u>			
Operating budget	24,900		
System Replacement budget	763,800		
	788,700.00		
Flow % 12 mo running average (7/15-6/16)	20.99%		
Estimated cost - Capital Improvements		165,548.13	13,795.68
<u>Interceptor:</u>			
Collections budget:	729,842.00		
Percentage HSD	1.62%		
Estimated cost - Interceptor		11,823.44	985.29
<u>Debt Service:</u>			
Umpqua loan			
2016-17 Debt service payments	1,122,716.14		
Percentage - all prior capital improvements	30.00%		
Estimated cost - Debt Service		336,814.84	28,067.90
Total Estimated Cost 2016-17		<u>750,243.31</u>	<u>62,520.28</u>

Mutual Release and Settlement of Claims

This mutual release and settlement of claims is entered into by and between the City of Brookings, an Oregon municipal corporation ("City"), and the Harbor Sanitary District, an Oregon sanitary sewer district ("District"), collectively referred to herein as the "Parties."

WHEREAS, the City has been providing sewage treatment services to the District since 1974; and

WHEREAS, the Parties arbitrated claims against each other in June of 2016; and

WHEREAS, the Parties have endeavored to reach mutual agreement on a new intergovernmental agreement; and

WHEREAS, in FY 2016-17, the City imposed a new rate upon the District based upon the District's percentage of total flow to the treatment plant; and

WHEREAS, the District has not paid the amount billed, but rather has paid based upon the rate set forth in the prior agreement between the parties; and

WHEREAS, the District maintains that there should exist an interceptor maintenance fund with a balance, and which City maintains was money earned and spent annually as a fee and was not accumulating in a separate account.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.0 CONDITION PRECEDENT. This Release is expressly conditioned upon the approval and execution of a new intergovernmental agreement between the Parties prior to September 1, 2017. If a new intergovernmental agreement is not approved and executed by both parties prior to September 1, 2017, then this Release is void and unenforceable.

2.0 SETTLEMENT OF CLAIMS.

2.01 FY 2016-2017. District agrees to pay City, and City agrees to accept, the following amounts for FY 2016-17:

A. Amount due within 30 days of approval of this Release is \$86,156.38, calculated as follows:

- **Operations & Maintenance:** \$167,424.68
[19.48% x 1,031,363.49] x [10/12]
- **Capital Improvements:** \$99,791.47
[19.48% x \$614,731.82] x [10/12]
- **Existing Capital Debt:** \$229,166.67
[\$275,000.00] x [10/12]
- **Interceptor Maintenance:** \$5,250.00
[\$525 x 10]

Total	\$501,632.82
Rec'd	(415,476.44)
Bal. Due	\$86,156.38

If the balance due is paid within 30 days, there will be no interest charged. If the balance due is not paid within 30 days, the balance due will accrue interest at the rate of 9 percent per annum.

B. Reconciliation. Not later than September 1, 2017, the City will reconcile the above expenses for Operations & Maintenance and Capital Improvements with actual expenses. Any amount due from District must be paid within 30 days to avoid interest. Any amount to be credited to District will be credited against the next invoice. If the balance due is not paid within 30 days, the balance due will accrue interest at the rate of 9 percent per annum.

2.02 Interceptor Fund Balance. District agrees that there is a \$0.00 fund balance for the interceptor line and that all money paid to the City by the District for interceptor line maintenance through FY 16-17 has been earned and expended by the City.

3.0 RELEASE OF CLAIMS BY CITY. City hereby releases, acquits, and discharges District, its elected and appointed officials, agents and employees from any charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which City may now have as of the date of execution of this Agreement.

4.0 RELEASE OF CLAIMS BY DISTRICT. District hereby releases, acquits, and discharges City, its elected and appointed officials, agents and employees from any charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which District may now have as of the date of execution of this Agreement.

5.0 LEGAL REVIEW. The Parties acknowledge that in executing this Release, they have carefully reviewed and had the opportunity to review the terms of this Release, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Release shall be construed presumptively against any of the Parties to this Release.

6.0 NO ADMISSION. The Release shall not constitute an admission of any of the allegations against the other and shall not be considered as an admission of liability, wrongdoing or anything improper.

7.0 INTEGRATION. This Release contains the entire understanding of the Parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein

8.0 ENFORCEMENT. This Release shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon. This Release has been drafted jointly by the Parties following negotiations between them. It shall be construed according to its terms and not for or against any Party. Any action brought to enforce or interpret this Release shall be brought

in the same manner as the new intergovernmental agreement upon which this Release is conditioned.

9.0 COUNTERPARTS. This Release may be executed in multiple counterparts or copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above indicated.

CITY OF BROOKINGS

Dated: _____

Mayor Jake Pieper

ATTEST:

City Recorder Teri Davis

APPROVED AS TO FORM:

Martha D. Rice, City Attorney

HARBOR SANITARY DISTRICT

Dated: _____

Chair of the Board

Secretary of the Board

APPROVED AS TO FORM:

Jim Coffey, District Legal Counsel

City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, July 10, 2017

Call to Order

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

Roll Call

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

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, GIS/EOC Coordinator Jordan Fanning, and City Recorder Teri Davis.

Media Present: Jane Stebbins from the Curry Pilot was present

Others Present: Six audience members.

Addition to Agenda

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to add Item D2, Re-appointing Chuck Costello to Tourism Promotion Advisory Committee, to the agenda.

Appointments

Appoint Hedda Markham to Planning Commission

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to appoint Hedda Markham to Planning Commission.

Re-appoint Chuck Costello to Tourism Promotion Advisory Committee

Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to re-appoint Chuck Costello to the Tourism Promotion Advisory Committee.

Public Appearances

Kathleen "Kitty" Root-Bunten presented Oregon Resources Research & Education Center's (ORREC) proposal to develop a science-oriented outdoor school experience.

- ORREC seeks a letter of support and a \$2,000 micro-grant from the City.
- The issue is to be agendized for the next Council meeting.

Oral Requests and Communications from the audience

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

Staff Reports

Oregon Water/Wastewater Agency Response Network (ORWARN) Mutual Aid Agreement

GIS/EOC Coordinator Fanning presented the staff report.

Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to authorize the City Manager to execute the Mutual Aid and Assistance agreement, authorize Staff to apply for the City of Brookings to be a member of ORWARN, and authorize the City Manager to develop and provide resource list to ORWARN.

USDA-RD funding of Wastewater Facilities projects

City Manager Milliman presented the staff report.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize the City Manager to execute Dyer Partnership Task Order 78 to provide a Preliminary Engineering Report and an Environmental Report for assorted wastewater projects approved in the Wastewater Capital Improvement Plan.

Airport Infrastructure Project Amendment

City Manager Milliman presented the staff report.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize the City Manager to execute Dyer Partnership Task Order #43, Amendment No. 2 for construction management services in the amount of \$31,000.

Oregon Records Management Solution (ORMS)

City Recorder Davis presented the staff report.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize the City Manager to execute a contract with Chavez Consulting, Inc. to provide subscription services for the Oregon Records Management Solution (ORMS) Payment Option #1 at a cost not to exceed \$4,442.40.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize the City Manager to enter into an Intergovernmental Agreement with the Oregon Secretary of State Archives Division to provide archival consulting and implementation services.

Harbor Sanitary District Agreement

City Manager Milliman presented the staff report. Mr. Milliman advised that the agreement is not yet ready for Council action and will be brought back at the July 24, 2017 City Council meeting.

Council took no action.

Resolutions

Stout Park Fund

City Manager Milliman presented the staff report.

Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1117 authorizing the Use of the Stout Park Fund to make Improvements to Stout Park.

Consent Calendar

1. Approve Council minutes for June 26, 2017

City Recorder Davis advised of a typographical error in the minutes and noted the correction.

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to approve the June 26, 2017 City Council minutes with corrections.

2. Accept Parks & Rec minutes for April 27, 2017

Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to accept the April 27, 2017 Parks and Rec Committee minutes.

Remarks from Mayor and Councilors

Mayor Pieper informed that he had the privilege of attending the Eagle Scout ceremony for Eric Sherman on Saturday.

Adjournment

Councilor Hodges moved, Councilor Thompson seconded and Council voted by voice to adjourn the meeting at 7:45 p.m.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2017:

Jake Pieper, Mayor

Teri Davis, City Recorder

DRAFT

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,765,595.00	114,786.87	2,859,894.78	(94,299.78)	103.4
LICENSES AND PERMITS	106,000.00	14,839.64	102,197.99	3,802.01	96.4
INTERGOVERNMENTAL	218,000.00	9,331.93	147,206.03	70,793.97	67.5
CHARGES FOR SERVICES	159,500.00	30,635.29	174,039.44	(14,539.44)	109.1
OTHER REVENUE	181,100.00	6,981.74	150,548.43	30,551.57	83.1
TRANSFERS IN	338,456.00	.00	.00	338,456.00	.0
	<u>3,768,651.00</u>	<u>176,575.47</u>	<u>3,433,886.67</u>	<u>334,764.33</u>	<u>91.1</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	22,394.00	2,125.27	22,603.72	(209.72)	100.9
MATERIAL AND SERVICES	14,000.00	1,184.84	10,821.19	3,178.81	77.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,394.00</u>	<u>3,310.11</u>	<u>33,424.91</u>	<u>2,969.09</u>	<u>91.8</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	184,393.00	14,918.67	184,683.39	(290.39)	100.2
MATERIAL AND SERVICES	93,800.00	8,074.45	116,909.15	(23,109.15)	124.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>278,193.00</u>	<u>22,993.12</u>	<u>301,592.54</u>	<u>(23,399.54)</u>	<u>108.4</u>
POLICE:					
PERSONAL SERVICES	2,047,855.00	151,610.54	1,948,518.41	99,336.59	95.2
MATERIAL AND SERVICES	166,400.00	17,956.14	154,168.64	12,231.36	92.7
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>169,566.68</u>	<u>2,136,560.48</u>	<u>132,844.52</u>	<u>94.2</u>
FIRE:					
PERSONAL SERVICES	174,117.00	14,135.27	171,304.84	2,812.16	98.4
MATERIAL AND SERVICES	103,500.00	13,821.04	85,774.04	17,725.96	82.9
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>27,956.31</u>	<u>295,934.80</u>	<u>27,201.20</u>	<u>91.6</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

DRAFT

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	202,191.00	14,949.85	208,448.66	(6,257.66)	103.1
MATERIAL AND SERVICES	89,600.00	1,204.74	15,336.67	74,263.33	17.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	291,791.00	16,154.59	223,785.33	68,005.67	76.7
PARKS & RECREATION:					
PERSONAL SERVICES	172,655.00	15,950.62	172,997.85	(342.85)	100.2
MATERIAL AND SERVICES	70,400.00	17,852.86	164,820.02	(94,420.02)	234.1
CAPITAL OUTLAY	650.00	4,031.88	49,497.56	(48,847.56)	7615.0
DEBT SERVICE	49,000.00	.00	.00	49,000.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	292,705.00	37,835.36	387,315.43	(94,610.43)	132.3
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	180,610.00	15,430.28	177,397.47	3,212.53	98.2
MATERIAL AND SERVICES	33,000.00	1,220.20	21,232.92	11,767.08	64.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	213,610.00	16,650.48	198,630.39	14,979.61	93.0
SWIMMING POOL:					
PERSONAL SERVICES	54,263.00	12,201.92	60,736.00	(6,473.00)	111.9
MATERIAL AND SERVICES	36,000.00	11,914.97	29,505.40	6,494.60	82.0
CAPITAL OUTLAY	4,300.00	4,593.00	4,593.00	(293.00)	106.8
	94,563.00	28,709.89	94,834.40	(271.40)	100.3
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	144,000.00	14,654.77	101,010.93	42,989.07	70.2
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
	998,854.00	14,654.77	101,010.93	897,843.07	10.1
	4,798,651.00	337,831.31	3,773,089.21	1,025,561.79	78.6
	(1,030,000.00)	(161,255.84)	(339,202.54)	(690,797.46)	(32.9)

DRAFT

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
INTERGOVERNMENTAL	467,000.00	33,609.36	383,119.30	83,880.70	82.0
OTHER REVENUE	12,750.00	208.34	12,535.18	214.82	98.3
TRANSFER IN	.00	.00	.00	.00	.0
	479,750.00	33,817.70	395,654.48	84,095.52	82.5
EXPENDITURES					
EXPENDITURES:					
PERSONAL SERVICES	201,432.00	16,331.20	200,473.79	958.21	99.5
MATERIAL AND SERVICES	193,400.00	79,986.23	205,956.94	(12,556.94)	106.5
CAPITAL OUTLAY	101,300.00	5,345.15	43,395.54	57,904.46	42.8
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
	664,750.00	101,662.58	449,826.27	214,923.73	67.7
	664,750.00	101,662.58	449,826.27	214,923.73	67.7
	(185,000.00)	(67,844.88)	(54,171.79)	(130,828.21)	(29.3)

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CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	30,307.11	(30,307.11)	.0
CHARGES FOR SERVICES	1,607,000.00	139,137.14	1,559,913.47	47,086.53	97.1
OTHER INCOME	42,000.00	3,153.34	56,124.66	(14,124.66)	133.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,649,000.00</u>	<u>142,290.48</u>	<u>1,646,345.24</u>	<u>2,654.76</u>	<u>99.8</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	369,885.00	26,325.48	331,051.14	38,833.86	89.5
MATERIAL AND SERVICES	201,900.00	16,026.60	181,669.86	20,230.14	90.0
CAPITAL OUTLAY	59,900.00	398.39	49,894.91	10,005.09	83.3
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>631,685.00</u>	<u>42,750.47</u>	<u>562,615.91</u>	<u>69,069.09</u>	<u>89.1</u>
WATER TREATMENT:					
PERSONAL SERVICES	299,584.00	21,969.29	293,406.03	6,157.97	97.9
MATERIAL AND SERVICES	195,300.00	22,099.57	187,734.69	7,565.31	96.1
CAPITAL OUTLAY	35,400.00	398.39	7,165.17	28,234.83	20.2
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>44,467.25</u>	<u>488,305.89</u>	<u>639,009.11</u>	<u>43.3</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>87,217.72</u>	<u>1,050,921.80</u>	<u>708,078.20</u>	<u>59.8</u>
	<u>(110,000.00)</u>	<u>55,072.76</u>	<u>595,423.44</u>	<u>(705,423.44)</u>	<u>541.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

DRAFT

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	254,649.84	3,085,268.57	(81,268.57)	102.7
OTHER REVENUE	5,000.00	208.32	15,852.82	(10,852.82)	317.1
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,004,500.00</u>	<u>254,858.16</u>	<u>3,115,882.16</u>	<u>(111,382.16)</u>	<u>103.7</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	522,442.00	40,957.99	520,713.33	1,728.67	99.7
MATERIAL AND SERVICES	227,700.00	20,952.55	153,701.63	73,998.37	67.5
CAPITAL OUTLAY	40,900.00	398.39	25,202.11	15,697.89	61.6
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>791,042.00</u>	<u>62,308.93</u>	<u>699,617.07</u>	<u>91,424.93</u>	<u>88.4</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	511,268.00	35,755.35	486,287.24	24,980.76	95.1
MATERIAL AND SERVICES	583,400.00	50,324.47	490,169.33	93,230.67	84.0
CAPITAL OUTLAY	24,900.00	398.39	7,165.17	17,734.83	28.8
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>86,478.21</u>	<u>983,621.74</u>	<u>2,034,336.26</u>	<u>32.6</u>
	<u>3,809,000.00</u>	<u>148,787.14</u>	<u>1,683,238.81</u>	<u>2,125,761.19</u>	<u>44.2</u>
	<u>(804,500.00)</u>	<u>106,071.02</u>	<u>1,432,643.35</u>	<u>(2,237,143.35)</u>	<u>178.1</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 12 MONTHS ENDING JUNE 30, 2017

DRAFT

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	478,671.00	19,582.82	521,698.22	(43,027.22)	109.0
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	1.06	4,161.60	(3,661.60)	832.3
	<u>479,171.00</u>	<u>19,583.88</u>	<u>525,859.82</u>	<u>(46,688.82)</u>	<u>109.7</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	7,907.47	27,092.53	22.6
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>7,907.47</u>	<u>661,263.53</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>7,907.47</u>	<u>661,263.53</u>	<u>1.2</u>
	<u>(190,000.00)</u>	<u>19,583.88</u>	<u>517,952.35</u>	<u>(707,952.35)</u>	<u>272.6</u>

Sudden Oak Death Task Force Update to Brookings City Council (24 July 2017)
---by Councilor Triglia / Member of Core Science Group subcommittee

The 2017 state legislative session is over and Rep. David Brock Smith's SOD funding bill, HB 3151, did NOT pass this session as it never got a vote by the Joint Ways and Means Committee. It initially requested \$695,000, but was to be amended to \$1,700,000 in its final form. However, the Oregon Department of Forestry's (ODF) base budget for SOD was restored and \$450,000 was added for treatment of the EU1 pathogen. This brings their total for SOD to approximately \$715,000 for the coming biennium which falls well below the amount recommended by the Task Force. Rep. Smith is preparing to submit a request to the Emergency Board during interim Legislative Days in September to make up the difference. In the meantime, once the full budget details are reviewed by ODF they will determine what type of funding allocation can be provided to Association of Oregon Counties, which will facilitate continued work of the Task Force and keep the strategic action plan moving forward.

On July 20th, a Press Release from U.S. Senator Merkley's office revealed that the Senator went above and beyond what's in the SOD Task Force's Strategic Action Plan by asking for \$3.7 million – a \$2 million increase - for the Tree and Wood Pest Program during the Senate Agriculture Appropriations bill markup session. (Merkley is the Ranking Member of the Agriculture Appropriations subcommittee). These funds will help Oregon's nurseries prevent the spread of SOD. The \$145.4 Billion FY2018 Agriculture Appropriations Bill was voted out of the U.S. Senate Appropriations Committee on a bipartisan vote of 31-0.

Finally, Amy Amhrein (southern Oregon field rep for Sen. Merkley), Sarah Navarro (ODF Forest Pathologist) and Peter Daugherty (ODF State Forester) will be participating in a session on SOD during the Invasive Species section of the PNWER (Pacific NW Economic Region) Summit/the Coastal Caucus' Oregon Coast Economic Summit on July 26th.

Dennis Triglia
7/24/2017