City of Brookings

WORKSHOP Agenda

CITY COUNCIL

Monday July 17, 2017, 4:00pm

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

A. Call to Order

B. Roll Call

C. Topics

1. Social Security Bar Misuse and Access [Mayor Pieper, Pg. 2]
   a. November 2, 2015 CWR [Pg. 3]
   b. May 12, 2015 Letter to Sheriff [Pg. 6]
   c. May 11, 2015 Council meeting minutes [Pg. 7]
   d. May 11, 2015 CAR [Pg. 10]
   e. March 6, 2014 CWR [Pg. 12]
   f. October 24, 2011 CAR [Pg. 15]
   g. October 24, 2011 Council meeting minutes [Pg. 20]
   h. November 9, 2011 Memo [Pg. 22]
   i. May 12, 2010 CWR [Pg. 24]
2. Salmon Run Agreement [City Manager, Pg. 26]
   a. Current Management Agreement [Pg. 28]
   b. Explore Films proposal [Pg. 39]
3. Meeting Noticing [City Recorder, Pg. 40]
   a. ORS 192.640 [Pg. 42]
   b. BMC 2.05.060 [Pg. 43]
   c. Excerpt from Oregon Attorney General's Public Records and Meeting Manual [Pg. 44]
   d. Internet and Social Media Analytics [Pg. 48]

D. Council Member Requests for Workshop Topics

E. Adjournment

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

CITY OF BROOKINGS

Council WORKSHOP Report

Meeting Date: July 17, 2017

Originating Dept: Mayor Pieper

Signature (submitted by)

City Manager Approval

Subject: Social Security Bar Misuse and Access

Background/Discussion:
The rock beach along the north bank of the Chetco River known as Social Security Bar has been the subject of complaints from neighboring property owners for a number of years. Complaints have included the use of off-road vehicles at high speeds at all hours of day and night, campfires, rowdy nighttime parties, camping, trash dumping, abandoned vehicles and drug use. The City has no law enforcement authority on the Bar.

Social Security Bar is a popular fishing and water recreation location, and is used by anglers as an out station for drift boats. Vehicles and boat trailers are parked at the location during pre-dawn hours after boats are released upriver.

The primary public access location to Social Security Bar is on property owned by the City. The City maintains an access road located on some 1.6 acres of property.

In the past, the City Council has opposed erecting and locking an access gate from dusk until dawn, which has been requested by neighboring property owners, and has also declined to pursue other measures that may assist in controlling the problem, such as placing a "campground host" on the City property. Another possible approach would be a transfer ownership of the City property and responsibility for controlling access to a State agency

Mayor Pieper has been contacted anew by property owners adjoining Social Security Bar seeking City assistance in controlling access to the Bar.

Staff has invited representatives of the Oregon State Police to the workshop.

Attachment(s):

a. November 2, 2015 CWR
b. May 12, 2015 Letter to Sheriff
c. May 11, 2015 Council meeting minutes
d. May 11, 2015 CAR
e. March 6, 2014 CWR
f. October 24, 2011 CAR
g. November 14, 2011 Council meeting minutes
h. November 9, 2011 Memo
i. May 12, 2010 CWR

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: November 2, 2015

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Social Security Bar

Recommended Action:
Discussion and direction to staff.

Financial Impact:
Undetermined.

Background/Discussion:
Mayor Hedenskog, Chief Wallace and the City Manager recently met with representatives of Oregon State Police (OSP), Oregon Department of State Lands (DSL) and Oregon Department of Fish and Wildlife (ODFW) to discuss the status of problems and enforcement on Social Security Bar.

The main access (not the sole access) to Social Security Bar is on City-owned property and has been the subject of a number of public meetings in recent years concerning the use of the access by individuals acting inappropriately on the bar..

OSP representatives reported they responded to 45-50 calls for service this summer, with incidents such as off-road vehicles racing at night, trespassing, trash dumping, illegal fires and drug use. The most recent incident was a couch fire. With respect to off-road vehicle use violations, they reported encountering very few repeat violators and believe this activity has substantially subsided. Also, the OSP representatives reported that much of this activity occurs after dusk. OSP Troopers reported that they have been visiting Social Security Bar at least daily and that Sheriff's Deputies also responded to calls this summer.

Topics discussed at the meeting included installation of a gate...all agreed that this was not the solution...changing the open/close time from 5:00 am to 10:00 pm to 1½ hours after dusk and before dawn and installing surveillance cameras.

It was generally agreed that the situation could be further improved if the City developed a more active use of its property and pro-vided a "campground host." OSP Troopers also noted that they have encountered an increased number of visitors and local residents who cannot otherwise find campground space or rental housing to be camping on the bar.

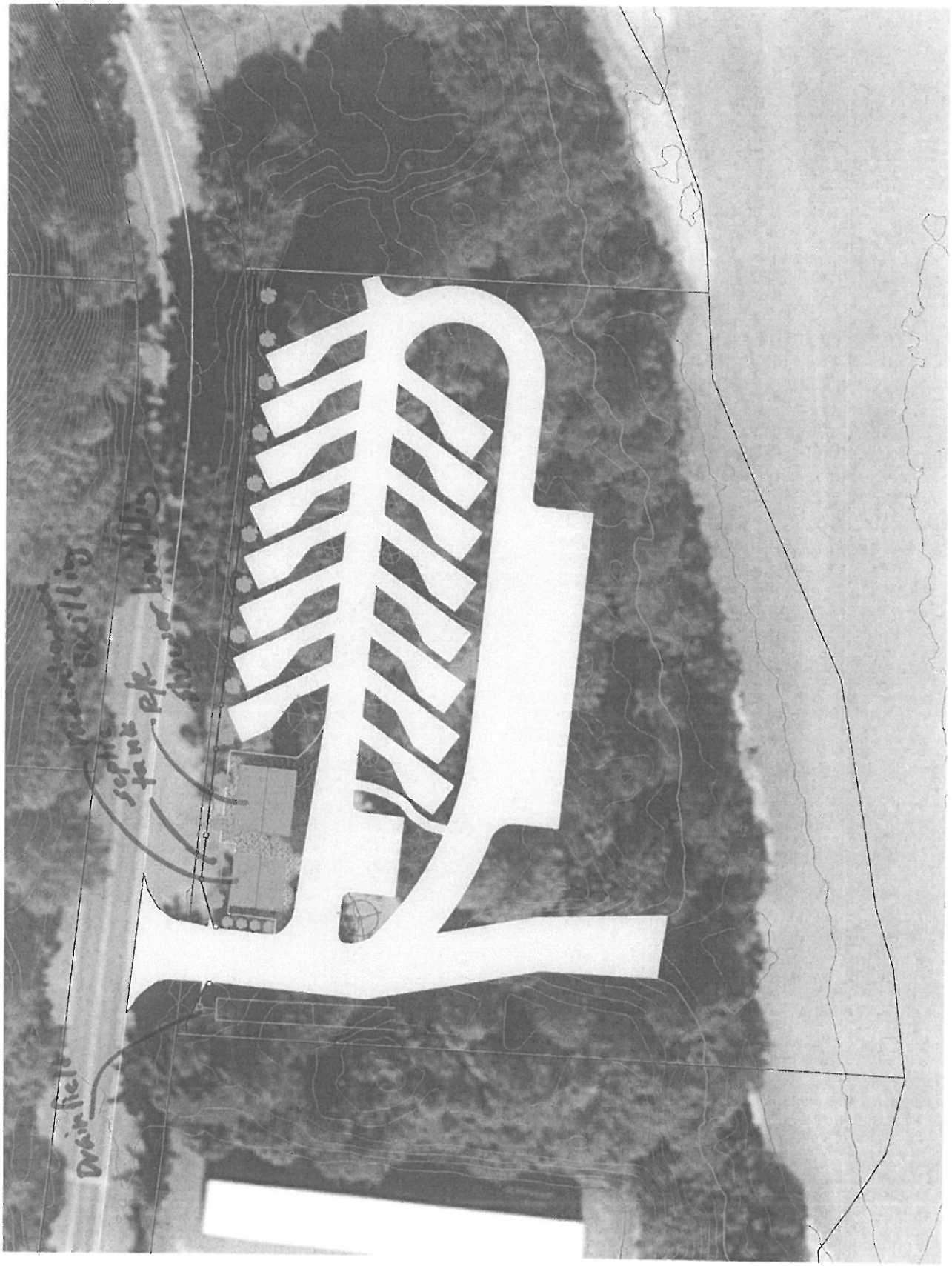
Several years ago staff explored the availability of utilities to support a more active use of the City property at Social Security Bar. Concepts ranged from developing the property with picnic

tables and a restroom to expanding the use to include a 16-space RV park, much like the Beachfront RV Park operated by the Port District.

Staff is bringing this aspect back to the City Council as law enforcement, DSL and ODFW believe that a more active use of the City property…perhaps just a caretaker with an RV…could help deter inappropriate activity at Social Security Bar and would help facilitate monitoring of activities at that location.

Attachment(s):

a. RV Park concept plan.


Drain field
septic tank
restroom building
shower building

City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232
rhedenskog@brookings.or.us; www.brookings.or.us

Mayor Ron Hedenskog

May 12, 2015

Sheriff John Ward
Curry County Sheriff's Department
P.O. Box 680
Gold Beach, OR 97444

Sergeant Dave Aydelotte
Oregon State Police
28200 Hunter Creek
Gold Beach, OR 97444

Dear Sirs,

The purpose of this letter is to convey the concern expressed by 35 residents near Social Security Bar concerning dangerous and illegal activity occurring at that location.

The City Council received a petition and letter from residents who also appeared at the May 11, 2015, City Council meeting concerning this matter. A copy of the letter is attached.

Based upon the information we received, it appears there is an ongoing violation of Oregon Revised Statute 141-088-0050(1) at this location. As you know, this location is outside the City Limits of the City of Brookings and the subject property is under the jurisdiction of the Department of State Lands.

Please give this matter your immediate attention.

Thank you.

Sincerely,

Ron Hedenskog
Mayor

Cc:
Brookings City Council
City Manager Gary Milliman
Public Safety Director Chris Wallace
Curry County Board of Commissioners
Todd Confer, District Biologist, Oregon Department of Fish & Wildlife
Teresa Rice

America's Wild Rivers Coast
101 MILES OF NATURE'S BEST

bond. She said CHD was looking to partner with Brookings to ensure that anyone living in the southern coast region can receive high quality medical services when needed.

Councilor McClain asked how annexation would work for Harbor and Milliman said existing district voters would vote as to whether or not to expand the district and Brookings and Harbor voters would vote to annex the territory which is essentially defined by the local Port district.

Mayor Hedenskog pointed out that the resolution would not annex the City into the district. However, he said, state law requires the City Council to be in favor of the annexation and call for it to be put to the voter for approval.

Ken Landau, CHD Chief Financial Officer, said the goodwill between the City and the district began with the reduction in interest on outstanding SDC's a couple of years ago. He said the additional revenue would be spent in Brookings.

Councilor McClain said his understanding was that district members currently pay $0.74/$1,000 and with the bond for the Gold Beach hospital, it would increase to $1.34/$1,000. The annexation of Brookings and Harbor in the district, he said, would provide for a rate for everyone of $0.99/$1,000 and the result would be that Brookings would have an Emergency Department and the clinic would be expanded to provide additional services. Landau concurred.

Councilor Pieper said he was glad CHD had recognized that the SDC reduction was an act of goodwill. He said if this came to fruition, it would be a great thing for Brookings.

Councilor McClain said it was a historic time that would improve the quality of life as well as property values. As a realtor, he said, he knows that the number one reason people left the area was medical.

Councilor Hamilton said he had made two flights to Medford in the recent past, and he would be relieved for himself and everyone in town who would benefit, if this happened.

Mayor Hedenskog said the CHD resolution provided that, upon annexation, we would have interim representation on the board until the election in 2017.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 15-R-1054, approving annexation to the Curry Health District and calling for an election.

Mayor Hedenskog moved, a second followed and Council voted unanimously to recess for approximately 15 minutes [to allow time to sign the resolution and provide a certified copy to CHD].

Mayor Hedenskog called the meeting back to order at 7:52 PM.

Staff Reports

Social Security Bar gate.

City Manager Milliman delivered the staff report and distributed additional information to Council.

Lucille Semenuk, Brookings, commented that the County told her they were unable to respond to calls due to the lack of a deputy and she felt a gate would be very helpful.

Teresa Rice, Brookings, commented that if you walked the Bar you would see broken bottles, nails, dirty diapers and hypodermic needles and they needed the City's help.

Mayor Hedenskog said the City owns the only access and when Council discussed this before the issue of a gate had come down to the inability to have someone available to open and close the gate.

Councilor Pieper said Council had discussed a gate but had never committed to installing one. The biggest problems, he said, wouldn't be solved with a gate.

Teresa Rice asked why an officer could not be used to open and lock the gate. She said the only other access is on her mother's property which they planned to gate. Mayor Hedenskog said the state also owns a piece of property with access along the bar, and Rice said it did, and it was gated.

Councilor Pieper said this wouldn't be an issue if the Sheriff had adequate deputies. He added that the cons of putting in a gate outweigh the pros.

Councilor McClain said he wasn't sure why the City owned the access and went on to describe a similar issue he had with his own property. He said he had installed a gate which he'd had to replace three times due to vandalism. The only one, he said, who can do anything about the issues at the Bar is the Sheriff and no one will vote to give the Sheriff's department more staff.

Councilor Hamilton said a locked gate would be a fruitless effort as there are foot trails as well.

Mayor Hedenskog said he felt it was time for the City to do something and a gate would help. He suggested a possible solution might be to dedicate the access and then sell it.

Councilor Pieper said if this had gone to a workshop first, there would have been others in attendance arguing against the gate.

Bill Smythe, Brookings, said he lives right on the river and thought the Mayor's idea to sell the access was a good one. He related a story about a family who were unable to allow their children to go more than 20 feet away from their campsite due vehicles going 50 mph in the river and said someone was going to get killed. He added that the state had wanted to close it years ago but a local official had intervened and it had remained open.

Councilor McClain said if the City closed the access, no one could go down on the Bar and he wasn't willing to close it. He said this conversation should be taking place at the County level as the City doesn't own the land and has no jurisdiction over what goes on at the Bar. He then asked if the City could give the access to the County.

Councilor Pieper said the same issues at the Social Security Bar happen at all the other bars on the river. He said he recreated there and dealt with the same issues, but that was part of being able to recreate freely. people that own property on the river could still walk their dogs if it was gated, he said, but if the access were given to another group, they could close it and he wasn't willing to take that risk.

Councilor McClain said the people of Brookings pay taxes for law enforcement and if the City had a problem area, the City's Police Department would take care of it and if the people in the County want to have protection they have to pay for it. He said "I'm so sick of this." The people in the County, he said, keep acting like they can have patrol and not pay for it. "They have to pay for it," he said and added that it's not the City's problem.

Councilor Hamilton asked if the Oregon Department of Fish & Wildlife had patrol officers and Milliman said the Bar is under the Oregon Department of State Lands and policing it is the responsibility of the Oregon State Police and the County Sheriff's Department. Milliman said if the

County and State felt it was a priority they could determine the times of day when the greatest issues occur and provide patrol in that area during those times.

Councilor Hamilton asked if Council could provide a letter referring the matter to the state agencies.

Mayor Hedenskog said that closing the gate in the summer was not being proposed; it would remain open for recreational activities and fishing every day. He said he was advocating a gate with responsible people to open and close it at reasonable times and would talk to the Sheriff and the State about this issue. He said it was clear if he made a motion it wouldn't go anywhere, but he would talk to the Sheriff about it.

Councilor Hamilton suggested that the matter be referred back to a workshop after the Mayor talks to the Sheriff and State Police.

Councilor McClain asked if they could put together a letter to the Sheriff, adding that if deputies broke things up on party nights, the partiers would go elsewhere. A gate, he said, is not the answer. He said if he were one of the homeowners, he'd hold a big group barbeque on the Bar with the other owners on problem nights as the thing kids hate more than anything is a bunch of adults. There are simple solutions to the problem, he said.

Councilor McClain moved, a second followed and Council voted unanimously to send a letter to the Sheriff asking him to patrol the area, to contact Teresa [Rice] to find out key times to be down there to patrol that area for illegal activity and copy the letter to the Oregon State Police.

Status of Downtown Standards Committee.

Director Snook gave the staff report.

Councilor Hamilton said he thought an advisory committee, similar to the Tourism Promotion Advisory Committee (TPAC) was a good idea and he knew a couple of people who would be interested in participating on the committee.

Councilor Pieper said he thought it was a waste of time as it was a vicious cycle with standards being proposed and then the merchants and downtown property owners protesting the changes, and then the it dies. He said if Council wanted standards, they just needed to deal with it.

Councilor McClain said he didn't feel they needed to be super restrictive, but some standards would give the City a better overall look. He said he would be in favor of forming a committee.

Mayor Hedenskog said Council had already put together a blight ordinance, but not without a fight. He said it was obvious to him that Council didn't favor a lot of restrictions, but he would be in favor of a color palette and proposed they put together a committee to come up with standards to bring to Council.

Snook said it would be August before staff could take it on and Hedenskog and McClain said that was fine.

Councilor McClain said he'd like to see some minimum number of business owners on the committee and Hedenskog said it would be a Council-appointed committee.

Councilor Pieper said he wasn't sure they were all on the same page and suggested that Council come up with some guidelines and Hedenskog said he agreed.

Mayor Hedenskog moved, a second followed and Council voted unanimously to move [the Natural Hazards Mitigation Plan update to proceed the Chamber item].

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 11, 2015

Signature (submitted by)

Originating Dept: City Manager

City Manager Approval

Subject: Social Security Bar Gate

Recommended Motion:
Discussion and direction to staff.

Financial Impact:
Cost of gate and signs not yet determined.

Background/Discussion:
The City has received a petition signed by 35 people who reside near Social Security Bar for the City to install a locked gate on City property that would be closed from dusk until dawn. The letter attached to the petition outlines the reasons for the request, including noise, reckless driving, littering. The petitioners propose to organize a group of volunteers who would be responsible for opening and closing the gate daily.

When this issue was raised last year, the Oregon State Police recommended that the gate be locked at all times other than fishing season. Social Security Bar is not located within the City and the City has no staff that regularly works in the area. The City does not own or control the activity at Social Security Bar, only the road access and an adjoining parcel used for parking. Law enforcement is within the jurisdiction of the Curry County Sheriff and the Oregon State Police.

Staffs concerns are:

1. Volunteers opening and closing the gate would be agents of the City of Brookings in that the City has authorized them to perform this function on City property. We will need to register them as volunteers and have each of them sign a worker's compensation waiver.
2. Handling complaints and tasking City employees to respond in the event the gate is not opened or closed by the volunteers.
3. Costs associated with repairing criminal mischief. Some people will be unhappy with being barred from beach access afterhours and may exercise their disagreement with restricting access through malicious acts.
4. Costs associated with maintaining and repairing the gate through the normal course of use.
5. Should overnight parking also be prohibited on the City property? If the gate is locked, people could park on the City property overnight and walk or drive all terrain vehicles onto Social Security Bar.

6. Some fishermen arrive at Social Security Bar before dawn to leave boat trailers or vehicles before heading up river to fish.
7. Public Safety Director Chris Wallace has reviewed this matter. He has noted that there are several locations, not just City property, where people could gain access to Social Security Bar.

Staff recommends that if a gate is approved the City also prohibit dusk/dawn parking on the City property, and that the closure "hours" actually be one hour before dawn to dusk.

Attachment(s):

a. Letter and petition.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: 3/6/14

Originating Dept: Parks

Signature (submitted by)

City Manager Approval

Subject: Social Security Bar Access Development

Background/Discussion:
Staff was recently informed by CTR that they will no longer service a portable toilet at Social Security Bar due to continued damage from vandalism. This coupled with the recent vandalism to the City sign located there, has prompted a new round of staff discussion about the 1.6 acres of City-owned property at Social Security Bar.

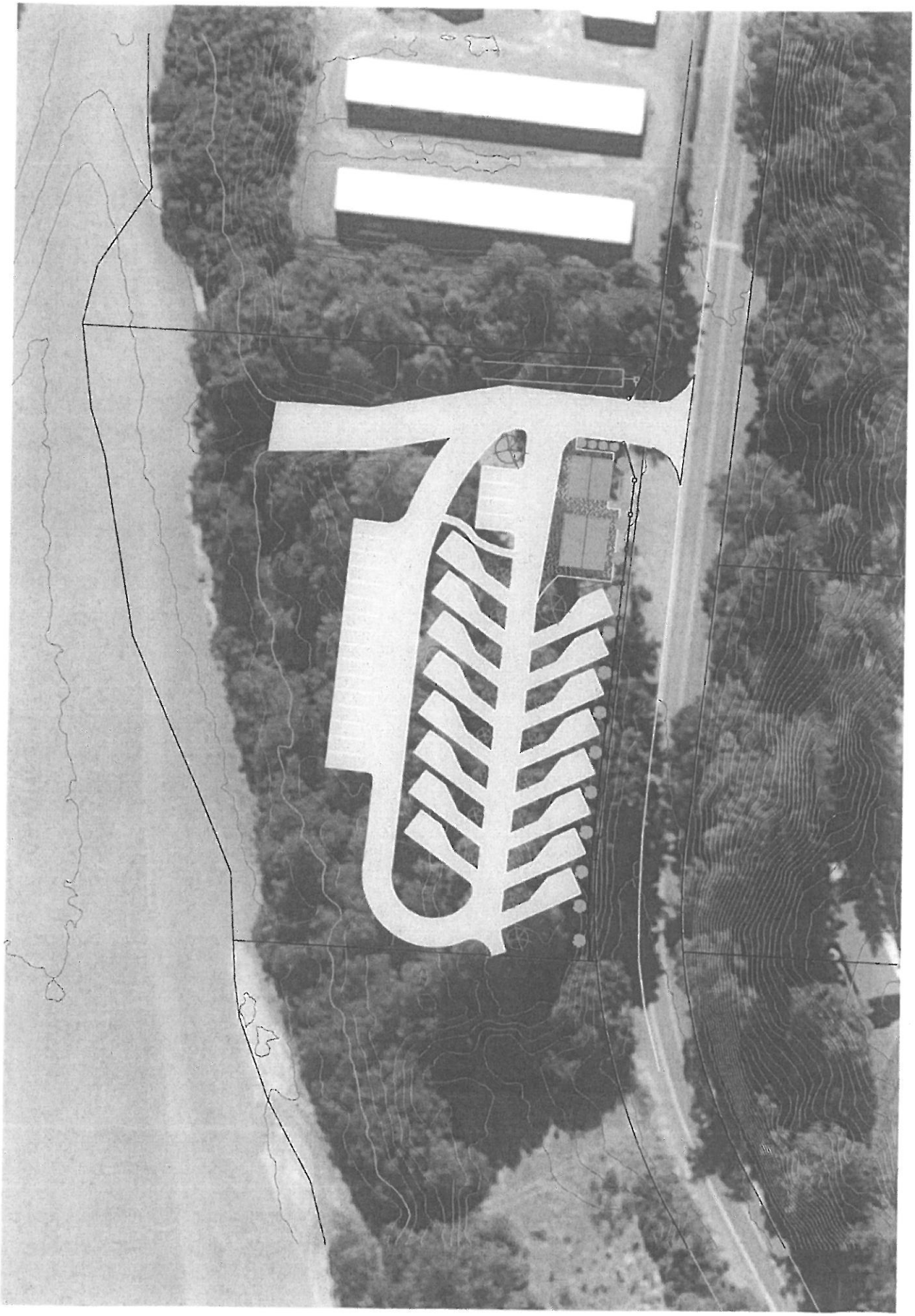
An idea that has emerged is to develop the City property as an RV park with a camp host and a restroom/shower building. An onsite camp host would potentially curb vandalism and illegal activities that occur on the river bar in the evenings. The property is within the Urban Growth Boundary, but would need a County zone change to accommodate an RV park or campground (currently zoned Public Facilities).

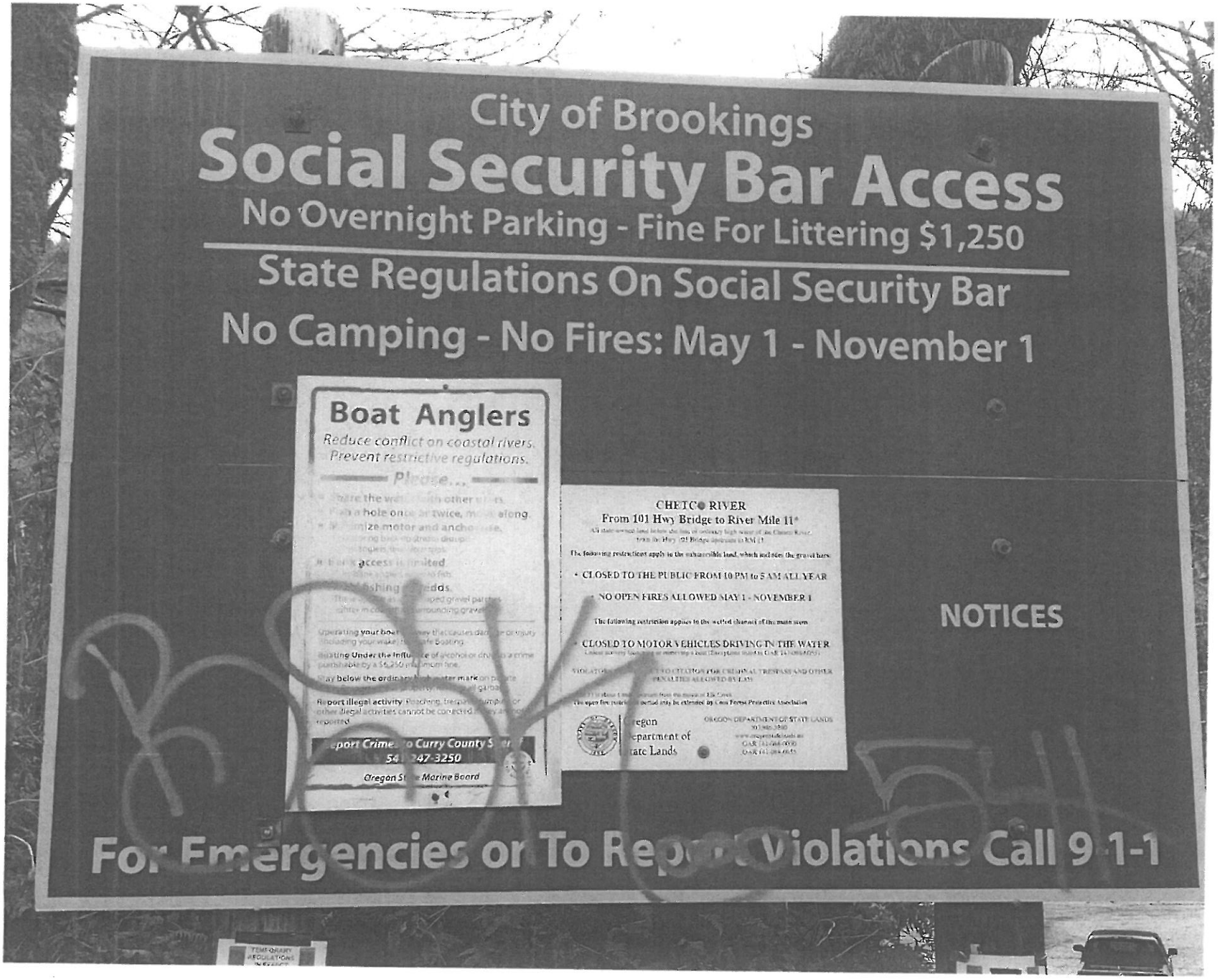
Another development concept discussed in the past is a day-use area for picnicking with restrooms and parking.

Staff has also received a request from the Brookings Harbor High School Senior Class to erect a roadside memorial monument at Social Security Bar for lives lost in traffic accidents along the Chetco River Roads. The memorial project could be integrated into either of the two previous discussed developments.

Attachments:

a. Social Security Bar RV Park Concept.
b. Sign vandalism




City of Brookings
Social Security Bar Access
No Overnight Parking - Fine For Littering $1,250
State Regulations On Social Security Bar
No Camping - No Fires: May 1 - November 1
Boat Anglers
Reduce conflict on coastal rivers.
Prevent restrictive regulations.
Please...
CHETCO RIVER
From 101 Hwy Bridge to River Mile 11
CLOSED TO THE PUBLIC FROM 10 PM to 5 AM ALL YEAR
NO OPEN FIRES ALLOWED MAY 1 - NOVEMBER 1
CLOSED TO MOTOR VEHICLES DRIVING IN THE WATER
NOTICES
For Emergencies or To Report Violations Call 9-1-1

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 24, 2011

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Social Security Bar

Recommended Motion:
Review alternatives and provide direction to staff.

Financial Impact:
From minor to major depending upon alternative selection. Minor would be cost of signage. Sale of property could generate revenue to City. Park planning would require staff and consultant resources.

Background/Discussion:
The City Council has discussed staff and neighbor concerns regarding the City's access to Social Security Bar and the relationship of the City property to activities on the bar. City police and fire services responded to several events occurring on the bar this past summer, including an RV fire that resulted in a death.

The City Council has indicated its desire to maintain unrestricted access to Social Security Bar through the City's property on North Bank Chetco River Road. The City owns a 1.61-acre parcel at this location, upon which the main access driveway to Social Security Bar is located. The City also pays for a portable toilet service on the property.

Staff is coordinating with various State agencies that have jurisdiction on the bar itself to install a more visible and informative sign at the entrance to the bar, drawing greater attention to State regulations including:

- Overnight camping is prohibited on the bar (the bar is posted as closed between the hours of 10:00 p.m. and 5:00 a.m.).
- Fishing and water craft regulations.
- No fires are permitted from May 1 to November 1.

Staff has discussed the long term status of the access and the City property with representatives of the Department of State Lands and the Department of Fish and Wildlife (ODFW). According to State agency representatives, the Oregon State Police, which has law enforcement jurisdiction on the bar, has recommended the installation of a seasonal gate at the bar entrance.

Staff has developed the following long term alternatives with respect to the City property adjacent to Social Security Bar:

RETAIN OWNERSHIP, IMPROVE SIGNAGE AND SEEK VENDORS
Under this option, the City would retain ownership of the property, improve regulatory signage and seek vendors to conduct seasonal business activity on the City property, such as kayak rental, food service or bait service. Minimal revenues would be anticipated, but would contribute to the City's cost of maintaining the property and the portable toilet located there.

RETAIN OWNERSHIP AND PREPARE PARK DEVELOPMENT PLAN
An expansion of the first alternative and would include developing a plan to improve the property as a public park. Improvements might include picnic areas and improved pedestrian access to the bar. The City could attempt to organize volunteer resources among anglers and pursue grant funding for development of the park

CONVEY PROPERTY TO THE STATE
The Department of Fish and Wildlife may be willing to accept the property and manage it as an access to the Chetco River. Staff understands that ODFW has made agreements with non-profit anglers groups to manage access at several locations on ODFW-controlled lands. Under this option, the City would no longer have any control or liability associated with maintaining this property. The City would also lose control over managing the access.

SELL THE PROPERTY AND RESERVE ACCESS EASEMENT
The property could be sold as surplus to the City's needs to a private party or non-profit organization. As a part of the transaction, the City could provide that a corridor from North Bank Chetco River Road would be reserved as an easement for unrestricted public access.

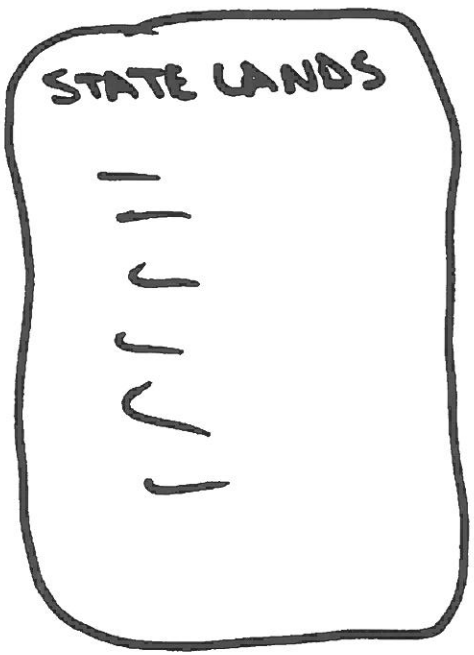
Attachment(s):

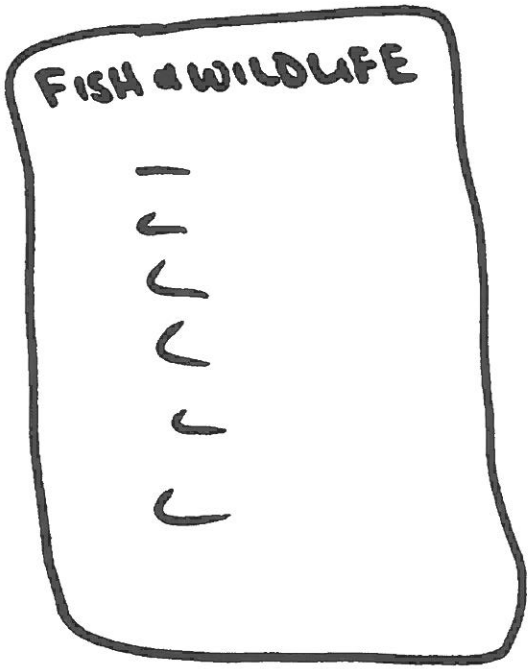
a. Proposed sign concept.
b. Map of property and possible use areas.
c. Email from ODFW

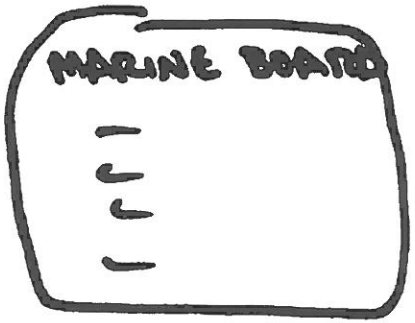
CITY OF BROOKINGS

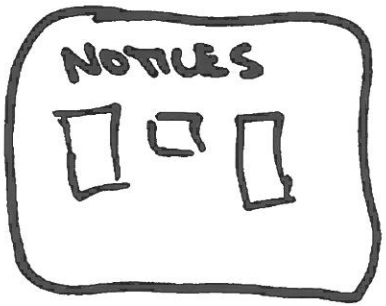
SOCIAL SECURITY BAR ACCESS

STATE REGULATIONS



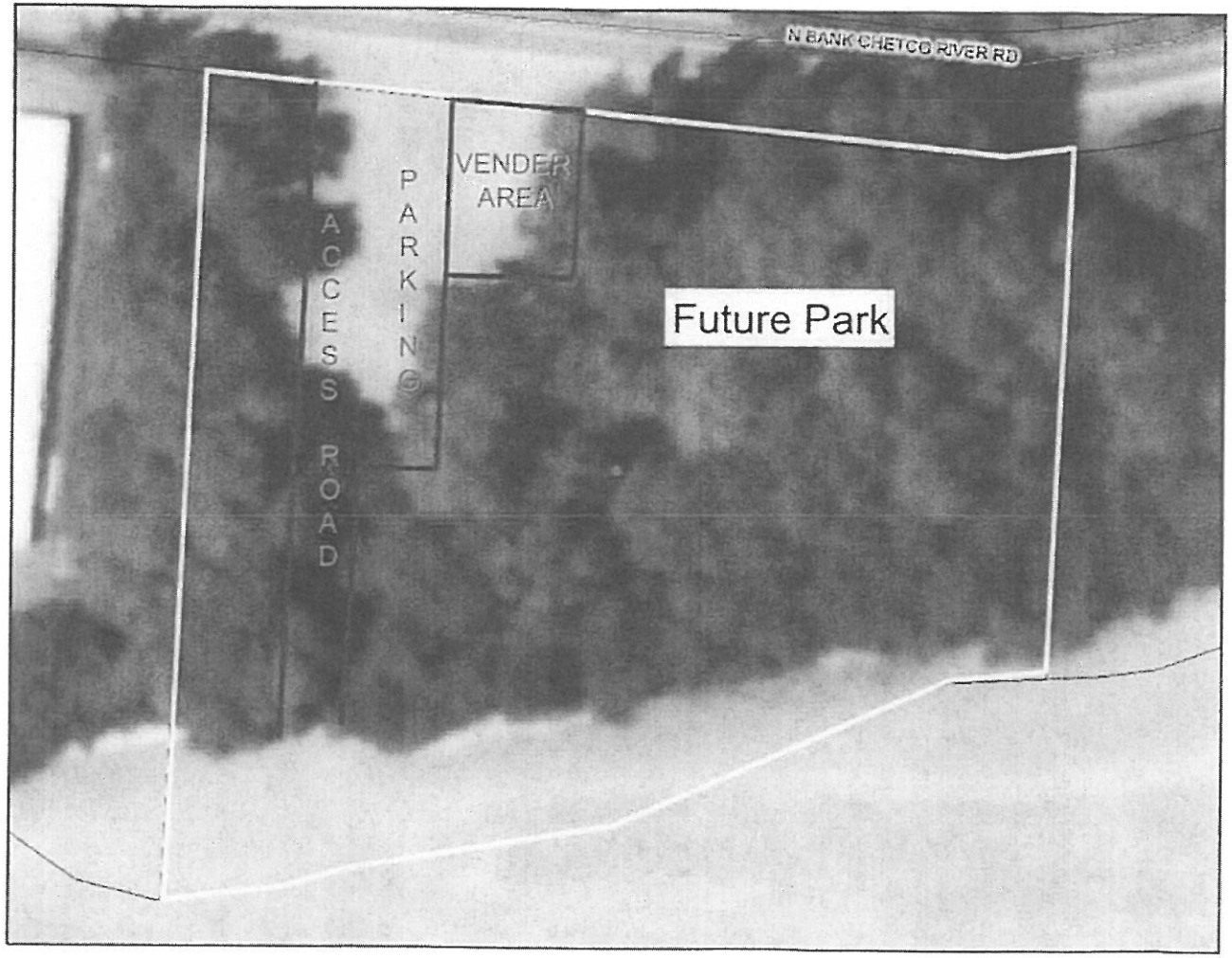


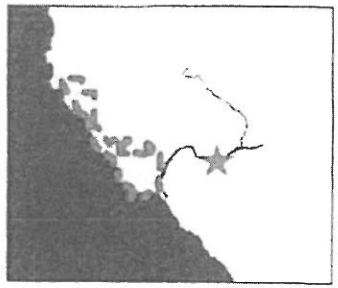




FOR EMERGENCIES OR TO REPORT VIOLATIONS CALL 9-1-1

Social Security Bar





Legend

- OWNER
- RIVERS
- ROADS
- PARCELS
- URBAN GROWTH BOUNDARY
- SPECIAL PROVISIONS
- OCEAN

0 75 150 225 ft.

Map center: 42° 3' 52.67" N, 124° 13' 46.44" W

Scale: 1:800

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter

Gary Milliman

From: Todd Confer [todd.a.confer@state.or.us]
Sent: Tuesday, October 18, 2011 10:13 AM
To: Gary Milliman
Cc: chris.castelli@state.or.us; Russell Stauff
Subject: RE: Social Security Bar

Hi Gary:

As you know the public access at Social Security Bar is a primary boat take-out for salmon and steelhead anglers on the Chetco River. Social Security Bar is also a popular access for bank fishermen.

ODFW's primary interest, as the City considers its management options, is in maintaining angler access. Since all four management alternatives, as presented in the staff report, maintain public access ODFW would be comfortable with whichever alternative the City chooses to pursue. That being said **ODFW would prefer that the City maintain ownership**. Park development, vendor lease, or any other activities consistent with Curry County planning ordinances would be OK with ODFW, provided that angler access was not impaired. If the City decided to convey the property to another agency ODFW would look seriously at accepting the property in order to maintain public ownership, but I can't give you 100% assurance the we would take on the property. The 4th alternative, sell the property while reserving an access easement, generally works pretty well for providing public access although conflicts over terms of the easement are not uncommon, at least in my experience.

Let me know if you have any questions.

Thanks

Todd

Todd Confer, District Fish Biologist
Oregon Department of Fish and Wildlife
PO Box 642
29907 Airport Way
Gold Beach, OR 97444
(541) 247-7605, Fax (541) 247-2321
Todd.A.Confer@state.or.us

Authorize a Change Order to the 2010/2011 Street Maintenance Project to include the paving, sealing and striping of the City Hall parking lot in an amount not to exceed $41,059.40.

Public Works Director Loree Pryce gave the staff report.

Councilor Hedenskog moved, a second followed and Council voted unanimously to authorize a Change Order to the 2010/2011 Street Maintenance Project to include the paving, sealing and striping of the City Hall parking lot in an amount not to exceed $41,059.40.

Review alternatives for Social Security Bar and provide direction to staff.

City Manager Milliman provided the staff report outlining options for the disposition of City owned property which contains access to Social Security Bar.

Public Comments were made by the following:

Tony Hobbs, Bayview Drive, President of South Coast Fisherman, commented that they would not want the access and property sold to a private concern and would prefer that the City keep it with additional regulations, or possibly sell it to Oregon Department of Fish and Wildlife (ODFW).

Ray Brouette, E. Hoffeldt Lane, commented that he would prefer that the City retain ownership with the addition of better enforcement and signs, and not allow vendors because it would take business away from the nearby market.

George Morrison, Oceanview Drive, commented that restricting access in any way would be a disservice to the community.

Carolyn Milliman, Parkview Drive, commented that she would like to see the property made into a park, with the addition of better signage and asked Council not to sell it, gate it, or allow vendors.

Councilor Gordon said he was not in favor of closing it or allowing vendors and that a first attempt should be made to resolve the problems with better signage.

Councilor Hedenskog said he would like to see better signage and a permanent public right of way established, and then possibly sell the property.

Councilor Pieper said he was in support of retaining ownership, improving signage, establishing a public right of way and would possibly entertain a proposal from ODFW, depending on their plan for the property, but did not support the idea of vendors. He added that he did not want to see development of the property as a park in an area outside the City limits due to the cost and upkeep involved.

Councilor Hodges said he'd like the City to retain ownership and improve signage, but wouldn't want access to be limited or taken over by another agency, and added that was against the idea of vendors and thought turning it into a park would be financially difficult. He said he would support permanent access.

Mayor Anderson asked if it was within the Urban Growth Boundary and City Manager Milliman said it was. Anderson then said that a park might be a good volunteer project for the Parks and Recreation Commission someday, and added that he wanted to see the bid for signage opened up to all local sign companies.

Councilor Pieper moved, a second followed and Council voted unanimously to direct staff to improve signage at [Social Security Bar] and to take the necessary steps to establish a public right of way through the property.

Approve Agreement for Services of Municipal Judge Pro Tem with James Fallman with a monthly stipend of $200 effective January 1, 2012.

City Manager Milliman gave the staff report, stating that the addition of compensation is related to the expansion of the Municipal Court to handle traffic citations; Fallman would be providing one night of traffic court each month.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve Agreement for Services of Municipal Judge Pro Tem with James Fallman with a monthly stipend of $200 effective January 1, 2012.

Consent Calendar

1. Approve Council minutes for October 10, 2011.
2. Receive monthly financial report for September, 2011.

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

Remarks from Mayor and Councilors

Mayor Anderson remarked on a request for a joint meeting from the County Commissioners at which time the County would present information about the effect of dwindling County revenues on public services. Staff was directed to work out a mutually agreeable date and time, with November 16th as a proposed date.

Adjournment

Councilor Pieper moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:17pm.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2011:

Approved 11-14-11

Larry Anderson, Mayor

Joyce Heffington, City Recorder

MEMORANDUM

Office of the City Manager

GARY MILLIMAN
City Manager
Credentialed City Manager
International City Management Association

TO: Mayor and Council
Cc: Public Works Director

DATE: November 9, 2011

SUBJECT: Social Security Bar Public Access

This is a follow-up to the Council direction to formalize the public access to Social Security Bar through the City-owned property on North Bank Chetco River Road.

Contact was made with Land Surveyor Rich Roberts. Roberts said that easements are usually accomplished as a part of a property transaction where a public access easement is retained. He was not familiar with how to record a dedication of a public access to "the public" and recommended that we confer with legal counsel

We found that ORS 92.175 states:

Land for property dedicated for public purposes may be provided to the city or county having jurisdiction over the land by any of the following methods:

(a) By dedication on the land subdivision plat;

(b) By dedication on the partition plat, provided that the city or the county indicates acceptance of the dedication on the face of the plat; or

(c) By a separate dedication or donation document on the form provided by the city or county having jurisdiction over the area of the land to be dedicated.

The above appears to indicate that when land is dedicated for public purposes, it needs to be conveyed to and accepted by a public agency having jurisdiction.

City Attorney Martha Rice has reviewed this matter and provided the following advice:

"I do not believe we can deed a public access easement to 'the public.' If a grant was going to be made under 92.175, the City would have to deed the easement to Curry County since it is the political entity with jurisdiction. Curry County would then be liable for maintenance, etc., for the easement."

She suggested that the City could record an easement in favor of the County and agree to maintain the easement. This would place control of the access in the hands of the County. She also advised that the City could dedicate an easement to the Oregon Department of Fish and Wildlife or the Oregon Department of State Lands. I have been in contact with both of

those agencies and they expressed a willingness to recommend to their agencies that they accept such an easement. This would place control of the access in the hands of one of these State agencies.

I conferred further with the City Attorney about the City possibly filing an action with the superior court acknowledging that the public has a prescriptive right to cross the City property. She said that the City had no legal standing to initiate such and action.

I asked County Clerk/Recorder Rene Kolen if she had any suggestions on how we might record a document guaranteeing public access. She had none.

While not an Oregon example, I recall several instances along the Mendocino County coast in California where property owners were required to record an offer of dedication for public access to the coast. However, in these instances, if no public agency stepped forward within a prescribed time to claim the access, the offer of dedication expired.

The subject property is already in public ownership. All public lands fall under the jurisdiction of some public agency. The controlling agency then has an inherent power to regulate the use of those public lands for the public benefit.

We have not identified a path for recording any kind of legal document granting right of access across this property to the public generally.

City of Brookings
898 Elk Drive
Brookings, OR 97415

COUNCIL *WORKSHOP* REPORT

To: **Mayor and City Council**

From: City Manager

Date: May 12, 2010

Subject: Social Security Bar

Background /Discussion:
The City of Brookings owns the access to Social Security Bar. We have received numerous complaints from neighboring property owners concerning disturbances, late night parties, speeding vehicles, trash, drug use, washing vehicles in the river and other activities occurring on Social Security Bar via the City access. The City Manager, Chief Wallace, Sheriff Bishop and representatives of Oregon State Police and Oregon Department of Fish and Wildlife met with about 35 residents of the area to hear their complaints and discuss solutions. Social Security Bar is located in the unincorporated area, so the City does not have law enforcement authority there. However, the City could exercise control over the access. ODFW reported that they have installed seasonal vehicle gates on a number of other access locations; the gates are locked open during fishing season, and locked closed during non-fishing season. ODFW also reported that Oregon State regulations prohibit people from being on the bar between the hours of 10:00 p.m. and 5:00 a.m., but that they do not have the resources to effectively enforce this restriction. We agreed to develop some alternatives to addressing the issue as the property owner and make recommendations to the City Council. Following is a discussion of alternatives that staff has developed to date:

1. Authorize the Oregon Department of Fish and Wildlife to install and maintain a seasonal gate on the City property at Social Security Bar. While this would curtail vehicular activity on the bar during the non-fishing season, it would not resolve the nighttime activity problem.
2. Install a vehicle gate that would be closed at all times. This would completely eliminate vehicle access to the bar, day and night. However, this would impair physically impaired persons from accessing the river for fishing.
3. Install a vehicle gate that would be closed during non-fishing season during the day and between the hours of 10:00 p.m. and 5:00 a.m. year-round. This would require staffing to open and close the gate daily during the fishing season.
    a. One possible alternative to staffing might be to contract with a non-profit organization…perhaps a sportsman's association… to perform this function.

b. A second possible alternative to staffing might be to develop facilities on the site for a seasonal "park host" trailer. The park host would be responsible for opening/closing the gate, litter cleanup and reporting illegal activity.

All gate installation alternatives would prohibit vehicles from entering the bar, but people could still walk onto the bar.

4. Take no action to install a gate, but request that the Oregon State Police and County Sheriff increase their enforcement efforts at the location.

City Manager Review and Approval for Council Workshop Discussion:

_____

Gary Milliman City Manager

CITY OF BROOKINGS

Council WORKSHOP Report

Meeting Date: July 17, 2017

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Salmon Run Agreement

Background/Discussion:
The City entered into a management agreement with the Early Management Team (EMT) in May 2016. At the time there were many unknowns with respect to the physical condition and operating costs of the golf course. Since that time the City has expended over $206,000 to resolve past debts and repair facilities. This does not include employee time spent in addressing problems with the potable water system and other repairs. The City has budgeted another $40,000 for fiscal 2017-18 for capital improvements. This budget does not include maintenance related costs for roadside mowing, ditch cleaning, well monitoring/repair and incidental repairs to the clubhouse and other facilities.

The City entered into a lease-purchase agreement for a fleet of new golf carts; EMT is paying the lease cost. The City agreement with the restaurant operator provides that the the restaurant "rent" is 50 per cent of the cost of the clubhouse utilities. In fact, EMT and the restaurant operator have developed an informal trade exchange agreement.

Staff reviewed the current agreement with EMT on June 16 and also met with members of the golf club that same date. As a result of these meetings, staff found the following:

- Clarification is needed concerning respective City/EMT responsibilities for certain expenses including maintenance of irrigation control system software, irrigation distribution pipes, drainage corrective measures, and replacement of turf maintenance equipment.
- The agreement provides that the City will provide roadside storm water ditch, shoulder and road maintenance. While the Public Works Crew "mucked out" the ditches soon after the City assumed control of the course in 2016, the crew has been hard pressed to return due to work required on City streets and facilities following the heavy rain this winter. The City also did not add any staff to the Public Works Crew for this purpose. Public Works employees spent several days performing these functions in late June.
- EMT continues to operate at a deficit; and this cannot continue.
- Membership is at 70, and many members "drop off" the membership during winter months when the course is often not playable. EMT believes year-round membership of at least100 is needed in order to sustain the operation.
- There is a need for membership marketing.
- There is a need for visitor marketing.

- Years of erosion and lack of maintenance…and possibly improper initial design…has resulted in sod overtopping irrigation sprinkler head and valves by as much as 12 inches in some locations. This results in flooding, with standing water preventing play for many days during rain periods. Playable days would increase dramatically if the flooding issue was resolved.
- EMT continues to experience problems with the irrigation control system.
- EMT has been making repairs to facilities which are really the City's responsibility.
- Turf maintenance equipment is old and many items are beyond their serviceable life.
- The Early's have done an excellent job; the club membership has contributed volunteer hours; individual club members have contributed expertise, equipment and materials.
- Club members are very happy with the progress to date since EMT assumed management.
- EMT has developed an alternative method for repair and maintenance of cart paths.

Staff recommends the following course of action:

1. Have the Public Works/Development Services Department meet with EMT and golf club members who are knowledgeable about drainage/grading needs to develop a plan…including cost estimates…for incrementally correcting the flooding problem. This may include grading in selected areas, reworking culverts and reseeding.
2. Amend the agreement to provide that the City is responsible for the maintenance of the irrigation piping, while EMT is responsible for the maintenance/replacement of sprinkler heads and valves.
3. Amend the agreement to provide that the City is responsible for maintaining the irrigation control system, including software.
4. Amend the agreement to provide that, with prior authorization to perform the work, the City would reimburse EMT for the cost of EMT staff performing maintenance work on items 2 and 3 above, and repairing cart paths. These are also City-owned fixed assets.
5. Work with EMT to develop a greens keeping equipment replacement plan, including financing.
6. Amend the agreement to provide that the restaurant operation is a part of the agreement with EMT and that EMT can subcontract to a restaurant service provider. There should be one golf course management contract, and not a separate agreement with a restaurant operator within the clubhouse that is under the control of EMT.
7. Assist EMT in securing the services of a membership recruitment consultant.
8. Finally, the City should allocate Transient Occupancy Tax revenue to market the golf course. The only way to avoid having to deal with potential closure or increased City subsidy of the golf course is to increase the number of rounds. For the next two fiscal years, the City should focus the primary use of its TOT funds to marketing the facility that it owns. Attached is a promotional video proposal submitted by Xplore Films.

Attachment(s):

a. Current Management Agreement.
b. Explore Films proposal.

GOLF COURSE MANAGEMENT AGREEMENT

This Golf Course Management Agreement ("Agreement") is entered into by and between the City of Brookings, an Oregon municipal corporation (the "City"), and Early Management Team, Inc., an Oregon corporation (EMT), whereby EMT will provide golf course management services.

RECITALS

A. The City owns a golf course known as Salmon Run Golf Course, located at 99040 South Bank Chetco River Rd (the property and the improvements are herein referred to as the "Golf Course").

B. Salmon Run Golf Course consists of an 18-hole golf course, driving range, shop building, clubhouse and associated business operation.

C. EMT has expressed a willingness to manage the golf course for the City.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1.0 MANAGEMENT. City hereby retains, engages and appoints EMT as City's agent to supervise, manage, direct, and operate the Golf Course on behalf of and for the account of City. EMT hereby accepts said appointment upon and subject to the terms and conditions hereof and at all times consistent with the Business Plan approved by City. City hereby delegates to EMT the discretion and authority to determine operating policies and procedures, standards of operation, house rules, standards of service and maintenance, fees and other pricing, and other policies, rules, and regulations affecting the Golf Course or the operation thereof, to implement all of same, and to perform any act on behalf of City deemed by EMT to be necessary or desirable for the operation and maintenance of the Golf Course. EMT shall have the authority and responsibility for the administration, operation and management of the Golf Course, including, without limitation, course maintenance, building maintenance, equipment maintenance, food and beverage provision, merchandise, service, accounting and financial reporting.

2.0 TERM. This Agreement has a term of 36 months, commencing on May 20, 2016 and terminating on May 19, 2019. This Agreement may be extended for two additional 36 month periods upon the written consent of both parties.

3.0 BUSINESS PLAN. EMT has developed a Business Plan attached hereto as Exhibit A. It is acknowledged that the parties have entered into this Agreement with reliance upon said Business Plan.

3.01 As conditions warrant, EMT shall revise the Business Plan and present revisions to the City for approval. EMT shall not be deemed to have made any guarantee or warranty in connection with the results of operations or performance set forth in the Business Plan since the parties acknowledge that the Business Plan is intended to set forth objectives and goals based upon EMT's judgment and the facts and circumstances known by EMT at the time of preparation.

3.02 On an annual basis, EMT shall update the Business Plan no later than July 1 and submit it to City for City's review and written approval. City shall give its comments and/or approval of the updated Business Plan within thirty (30) calendar days after receiving the Business Plan from EMT. In the event of disapproval of the Business Plan (or any portion thereof), EMT shall use commercially reasonable efforts to operate the Golf Course pursuant to the terms of this Agreement until such time as City and EMT agree upon revisions to the Business Plan.

4.0 SCOPE OF SERVICES. EMT will provide all labor and materials, unless otherwise specified in this Agreement, for the operation and maintenance of the Golf Course including, but not limited to, the following:

a. Supervision of the starting of play by golfers.
b. Supervision of play on the course.
c. Enforcement of all rules and regulations relative to the golf course.
d. Establish and collect greens fees and membership fees.
e. Provision and maintenance of rental equipment, (i.e. carts, clubs).
f. Provide an operating fleet of carts to handle the requirements of the course; return carts to storage area each evening; account for all carts at end of the day; collection of fees for use of carts.
g. Organize, supervise and direct volunteers
h. Maintain all internal signs
i. Provision of range balls that are in a reasonable condition for rental; keep range tee area neat.
j. Provide proper and professional maintenance for course fairways, driving range, greens, shrubs and trees. EMT will at its sole cost and expense be responsible for supplies and labor to meet this requirement excluding irrigation water supply. Watering to be done at night as much as possible.
k. Operate and maintain a friendly, reputable pro shop, practice range and golf course.
l. Maintain the Pro Shop in a clean, presentable, and well stocked condition; keep the Pro Shop open during normal hours of operation; keep knowledgeable staff on hand to help until all bags and carts have been returned each day and play is finished.
m. Maintain score cards, divit tools, tees and golf balls at all time.
n. Organize, advertise and operate golf tournaments.
o. Market the golf course and events.
p. Operate the clubhouse and outside meeting, snacking area.
q. Repair and maintenance of golf carts, mowers and tractors and other equipment.

5.0 RESPONSIBILITIES OF CITY. City shall be responsible for the following:

a. Maintaining the access road in good repair
b. Maintaining cart roads in good repair
c. Maintaining bridge structure in good repair
d. Maintaining roadside drainage, ditches and culverts
e. Maintaining potable water system, including source of supply, treatment and distribution
f. Maintaining equipment and piping used to extract irrigation water from the Freeman Ranch well and the transmission main connecting to the golf course irrigation system
g. Maintaining the on-site sewage collection system, but not including periodic pumping of the septic tank
h. Maintaining the shop building structure including roof
i. Providing and maintaining an event tent adjacent to the clubhouse
j. Providing and maintaining an entrance sign at South Bank Chetco River Road
k. Service direction signs on Highway 101 from the Oregon Department of Transportation

6.0 CONDITION OF PROPERTY. EMT will accept all properties, facilities, and equipment "as is" in their present existing condition. The City and EMT will work together to identify urgent needs for construction and repair of facilities during the term of this Agreement. The parties will agree as to which party will be responsible for making the repairs on a project by project basis.

7.0 USE OF PROPERTY. City hereby grants to EMT the right to use the property that constitutes the Golf Course for the purposes set forth herein (it being understood that the right of possession remains with the City and that the City may enter Golf Course at any time).

7.01 City Tournaments. EMT agrees to waive entry fees (consisting of green fees and cart fees) for the use of the Golf Course for the conduct of one city-sponsored fundraising tournament annually.

8.0 UTILITIES. All utilities, including, but not limited to, telephone, internet, electric, gas, sewage/garbage, cable, and all other utilities will be the responsibility of EMT. The provision of both potable and irrigation water will be the responsibility of the City.

9.0 SECURITY. EMT will at all times during the term of this Agreement provide adequate security and safety measures necessary to protect the Golf Course and any persons, including EMT's employees, invitees, agents, and members of the general public, from risk of harm arising from EMT's management of the Golf Course.

10.0 JACK CREEK. EMT will endeavor to retain the natural golf features and aesthetic beauty of Jack Creek Valley. EMT will work closely with the appropriate governmental agencies to meet this obligation. EMT will not use any pesticides or fertilizers which require a permit, or allow any pesticides or fertilizers to enter Jack Creek.

11.0 WASTE. EMT must not commit or suffer to be committed any waste upon the Golf Course premises or allow any nuisance, unreasonable noise, odor, or other act or thing that may disturb the quiet enjoyment of any other person(s) or entities located on or near the Golf Course premises.

12.0 DISASTER ASSISTANCE. In the event the golf course suffers damage as a result of a disaster event declared by the President, whereby disaster assistance funds are made available for public facilities, City shall apply for assistance to fund debris removal and repairs at the Golf Course.

13.0 EQUIPMENT. EMT may use City-owned equipment secured as a part of the Settlement Agreement with Wild Rivers Golf Management for the purpose of maintaining and operating the Golf Course. EMT shall be responsible for maintenance and repair of said equipment. EMT shall notify City when such equipment is no longer serviceable or no longer of use and shall assist the City in the disposal of said equipment. Thereafter, EMT shall be responsible for providing replacement equipment as needed which will be an asset of EMT. Attached hereto as Exhibit B is a listing of City-owned equipment as of the execution this Agreement.

13.01 Carts. City agrees to enter into a lease/purchase agreement or otherwise secure financing for the purchase of 48 golf carts from a third party. EMT agrees to pay to City an amount equal to the monthly lease and/or purchase payment. Upon final payment on said financing, ownership of the carts shall be transferred to EMT. EMT shall at all times be responsible for the maintenance and repair of said carts. EMT may purchase or lease additional carts at their discretion and at their expense.

14.0 SAFETY.

14.01 Unsafe Conditions. EMT must immediately correct any unsafe condition of the Golf Course or unsafe practices occurring thereon, as well as comply with all applicable safety laws. EMT must cooperate and comply fully with City, County, State, Federal or any other regulatory agency having jurisdiction thereover regarding any safety inspections and certifications of any and all structures, enclosures, vehicles, and equipment.

14.02 Emergency Assistance and Notification. EMT must take commercially reasonable steps, such as call 9-1-1, in order to obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring at the Golf Course and agrees to cooperate fully with City in the investigation of any accidental injury or death occurring at the Golf Course. EMT must submit a report within twenty-four (24) hours to the City Manager of any accidental injury requiring ambulance response or death.

14.03 Fire Protection. City shall provide fire protection services for the Golf Course and shall, at its discretion, locate fire suppression equipment at Golf Course. City may provide Golf Course employees with training in use of said equipment.

15.0 SUPERVISION. EMT shall report to and take direction from the City Manager. EMT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting of all funds. EMT will submit a quarterly financial report to the City Manager detailing all expenses and income for each month.

16.0 INSURANCE. EMT must obtain and maintain during the term of this Agreement, and any extension thereof, the following types of insurance at EMT's sole expense.

16.01 Commercial General Liability. CGL insurance with not less than the following limits, and endorsed to include the City of Brookings as an additional insured, shall be provided by EMT:

a. General aggregate: $2,000,000.
b. Completed operation aggregate $2,000,000.
c. Personal and advertising - injury $1,000,000 each occurrence.
d. Fire damage: $100,000
e. Medical expense $10,000
f. Umbrella Liability Aggregate: $1,000,000

16.02 Workers' Compensation Insurance. Workers compensation insurance shall be required under the Laws of the State of Oregon.

16.03 Automobile Insurance. Automobile insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

a. Bodily injury: $1,000,000 per person $1,000,000 per accident.
b. Property damage: $500,000 per accident basis.

16.04 Primary Insurance. EMT's insurance policies, with respect to any claims related to this Agreement, will be primary with respect to all other sources of coverage available. Any City maintained insurance or self-insurance coverage will be in excess of and not contribute to any of EMT's coverage.

17.0 INDEPENDENT CONTRACTOR. EMT services shall be furnished by EMT as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by EMT as an independent contractor. EMT acknowledges that the compensation for all services provided under this Agreement is specified in the Agreement and EMT is not entitled to any City benefits including, but not limited to: vacation pay, holiday pay, sick

leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees. EMT represents that EMT maintains a separate place of business, serves clients other than the City, will report all income and expenses accrued under this contract as applicable to the Internal Revenue Service, and has a tax account with the State of Oregon for payment of all applicable taxes collected by the State of Oregon. Neither EMT nor any of its employees are eligible to receive any of the rights or benefits otherwise available to City employees. EMT shall be free from the direction and control of the City over the means and manner of performing services under this Agreement, subject only to the right of the City to specify the desired results. EMT shall be solely responsible for payment of all taxes, fees, and salaries due its employees as required by law or other agreement.

17.01 Personnel. EMT represents that it will secure at his own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of nor have any contractual relationship with the City. Such personnel shall be compensated solely by EMT.

17.02 Employees. EMT shall: (1) determine personnel requirements, recruitment schedules, and compensation levels; (2) furnish job descriptions for full-time, and operational and procedural manuals for all personnel; and (3) establish forms and procedures for employee compensation. EMT shall hire, promote, discharge, and supervise all employees performing services in and about the Golf Course. All of the employees of the Golf Course shall be employees of EMT. City must approve in advance and in writing the hiring of EMT's general manager. Such approval shall not be unreasonably withheld.

17.03 Supervision. All of the services required hereunder will be performed by EMT or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

17.04 Subcontracting. EMT shall negotiate, consummate, enter into, and perform such agreements as EMT may deem necessary or advisable for the furnishing of all food, beverages, utilities, concessions, entertainment, operating supplies, equipment, repairs and other materials and services as EMT determines are needed from time to time for the management and operation of the Golf Course. Notwithstanding the above, any contract that exceeds Ten Thousand Dollars ($10,000) in total payments over the term of such contract or which has a term of more than one (1) year shall require the prior written consent of City.

17.04.1 Oceanside Diner/Jack Creek Café. It is recognized that, at the time of execution of this Agreement, Oceanside Diner, dba Jack Creek Café, is conducting business within the clubhouse building under a letter agreement with the City of Brookings. The parties agree that EMT may enter into a subcontract agreement with Oceanside Diner/Jack

Creek Café or successor for the continuing operation of said food service and restaurant.

17.05 Repairs. EMT shall use commercially reasonable efforts to make, or cause to be made, all necessary and proper repairs in and to Salmon Run in order to keep and maintain the same in good repair, working order and condition (normal wear and tear excepted), and outfitted and equipped for the proper operation thereof.

17.06 Licenses, Permits and Accreditations. EMT shall apply for and use its commercially reasonable efforts to obtain and maintain, in City's name (or, if otherwise required by applicable law, in EMT's name) all licenses, permits, and accreditations required in connection with the management and operation of the Golf Course. City will reasonably cooperate with EMT in applying for, obtaining, and maintaining such licenses (including liquor licenses), permits, and accreditations.

17.07 Fee. EMT's fee will consist of retaining any income, subject to the following, realized as a result of EMT's management of the Golf Course under this Agreement. EMT will not charge a monthly fee. EMT shall provide City with a copy of EMT U.S. Corporation Income Tax Return (IRS Form 1120) not later than May 15 of each year. EMT shall retain as a management fee 100 percent of the first $50,000 of Taxable Income as shown on Line 30 of Form 1120 and 80 percent of Taxable Income in excess of $50,000. EMT shall remit to City the aforementioned percent of Taxable Income in excess not later than June 1 of the calendar year in which the federal income tax is payable.

17.08 Fee Upon Term Extension. The amount of Fee provided in 17.07 shall be subject to renegotiation upon extension of this Agreement as provided in Section 7.0.

17.09 Disposition of funds remitted to City. Monies remitted to City under Section 17.07 shall be used by City to pay for capital projects and major maintenance to golf course buildings, roads, drainage systems and other infrastructure.

18.0 ACCOUNTING AND REPORTING. EMT shall at all times maintain accounting records in a format consistent (in all material respects) with generally accepted accounting practices. EMT shall provide the following financial statements in a format reasonably specified by City:

18.01 Quarterly Statement. EMT shall submit to City, within twenty (20) calendar days after the close of each calendar month, a financial statement showing in reasonably accurate detail the financial activities of Salmon Run for the preceding calendar month and the calendar year to date.

18.02 Annual Statement. EMT shall submit to City, within sixty (60) calendar days after the close of each calendar year, a financial statement showing in reasonably accurate detail the financial activities of Salmon Run for the calendar year then ended.

19.0 INTERNAL CONTROL. EMT agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Golf Course, such controls to be consistent with generally accepted accounting practices and principles.

20.0 RECORDS INSPECTION. EMT shall maintain a complete set of all financial, vendor, employee and operating records relating to the Golf Course. At any time during the term of this Agreement, City shall have the right, to inspect the books, records, invoices, deposits, canceled checks, or other financial data or transactions of the Golf Course at reasonable times and during normal business hours. City reserves the right to engage an independent auditor to audit the financial activities of the Golf Course. Upon expiration or termination of this Agreement, EMT will promptly turn over all such records or copies of such records to City.

21.0 DEFAULT. The occurrence of any one or more of the following events, which is not cured in any applicable grace period, shall constitute a default under this Agreement (hereinafter referred to as an "Event of Default"):

21.01 Failure to Comply. Either party's failure to comply with any of the covenants, agreements, terms, or conditions contained in this Agreement that is not cured within thirty (30) calendar days after written notice thereof from the other party to specifying in detail the nature of such failure. Notwithstanding the foregoing, in the event any failure cannot with due diligence be cured within such thirty (30) day period, if the defaulting party proceeds promptly and diligently to cure the same and thereafter diligently prosecutes the curing of such failure, the time within which the failure may be cured shall be extended for such period as may be necessary for the defaulting party to cure the failure.

21.02 Bankruptcy. If either party: (1) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property; (2) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature; (3) makes a general assignment for the benefit of creditors; (4) is adjudicated as bankrupt or insolvent; or (5) files a voluntary petition in bankruptcy or a petition of an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any

such law, or if any action shall be taken by said party for the purpose of effecting any of the foregoing.

21.03 Reorganization, Receiver. If an order, judgment, or decree is entered without the application, approval, or consent of the party by a court of competent jurisdiction approving a petition seeking reorganization of said party or appointing a receiver, trustee, or liquidator of said party, or of all or a substantial part of any of the assets of said party, and such order, judgment, or decree remains unstayed and in effect for a period of ninety (90) calendar days from the date of entry thereof.

21.04 Fraud. If either party has reasonable grounds to suspect that the other party has committed an act of fraud involving the provision of services under this Agreement including any acts of fraud suspected against the corporate officers, directors, employees or agents of either party.

22.0 WRITTEN NOTICE OF TERMINATION. Upon proper termination of this Agreement, EMT shall vacate the Golf Course and transfer all contracts, licenses, unearned accounts receivable, furniture, fixtures, and equipment to the City and assist in the orderly transfer of the operation to the City or the City's contractor for management.

22.01 Termination for Fraud. If EMT defaults by committing an act of fraud, the City may terminate the Agreement immediately upon written notice to EMT and obtain performance of the work elsewhere.

22.02 Termination for All Other Causes. When termination occurs under any terms or condition of the Agreement, the City shall establish a schedule for EMT to comply with in vacating the Golf Course and winding up its business under this Agreement. Upon any termination notices under the Agreement, EMT shall work diligently and in good faith to vacate the property in accordance with the City's schedule. In no case, shall the schedule for vacating the property exceed 60 calendar days.

23.0 GENERAL PROVISIONS.

23.01 No Discrimination. EMT will not discriminate in the operation or management of the Golf Course against any person on account of age, race, religion, color, handicap, marital status, sex, national origin, ancestry, sexual orientation, arrest record or conviction record. This section does not prohibit the abidance of law governing the consumption of alcoholic beverages or the offering of special rates or services to persons 50 years of age or older.

23.02 Notice. Any notices to be given under this Agreement by either party to the other must be in writing and may be transmitted by personal delivery or by certified

mail, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at the addresses appearing below their respective signatures, but each party may change that address by written notice in accordance with this section. Notices delivered personally will be deemed received as of the date of actual receipt; mailed notices will be deemed received three (3) calendar days after the date of mailing.

23.03 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both parties.

23.04 Indemnification. To the fullest extent permitted by law, EMT shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorney's fees and costs of litigation ("claims"), arising out of EMT's performance under this Agreement or out of the operations conducted by EMT, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from EMT's performance of this Agreement, EMT shall provide a defense to the indemnitee or at the City's option, reimburse indemnitees their costs of defense, including reasonable attorney's fees, incurred in defense of such claims.

23.05 No Assignment. This Agreement is for the personal services of EMT. EMT may not assign this Agreement, EMT's right to moneys becoming due under this Agreement, or EMT's duties under this Agreement to any other person or entity without the written consent of the City. Any attempt at any such unauthorized assignment shall be void.

23.06 No Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

23.07 Compliance with Laws. EMT shall comply with all applicable local, state and federal laws and regulations.

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20th day of May, 2016.

CITY OF BROOKINGS
898 Elk Drive
Brookings, OR 97415

By: Gary Milliman, City Manager

EARLY MANAGEMENT TEAM, INC.
P.O. Box 1688
Brookings, OR 97415

By: Valarie L. Early, President

Xplore Film

Proposal for Video Production

Client: City of Brookings Oregon

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 WORKSHOP Report

Workshop Date: July 17, 2017

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Meeting Noticing

Recommendation:
Continue Meeting Noticing Procedures currently being utilized.

Background/Discussion:
At the May 8, 2017 City Council meeting, Mayor Pieper requested that City noticing policies and practices be reviewed at a future Council Workshop meeting.

ORS 192.640 requires that "a public body shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media, which have requested notice, of the time and place for holding regular meetings. The notice shall also include a list of the principal subjects anticipated to be considered at the meeting...."

Brookings Municipal Code Section 2.05.060 requires that "public notice, via press release, email, and/or other such means as are appropriate for reasonable communication, shall be given for all city council meetings. Such notice shall provide the time, place, and the principal subjects anticipated to be covered at any meeting of the city council where a quorum is present excepting an executive session, which shall be noticed as required in Chapter 192 ORS. Interested persons and the news media which have stipulated in writing that they wish to be notified of every meeting must be so notified...."

The Attorney General's Public Records and Meeting Manual suggests using several methods to notice meetings which include press releases (sent to local news agencies as well as publications of special interest that may have special interest in a particular action), mailing lists, interested persons (those who have not requested to be on a mailing list, but that the agency knows would have special interest in a particular action), and notice boards (a designated area where the notices are posted.)

City procedure for noticing meetings is as follows:

- For a regular City Council meeting where no hearings or ordinances are included, the agenda is finalized on the Wednesday prior and published no later than the Thursday prior.
- For Advance Packet information regarding hearings or ordinances, the packet is published by the Friday one full week prior to the meeting.
- All committee meetings are noticed approximately one week prior to the meeting date.

- Meeting packets, which include the meeting agenda as a cover sheet, are created one of two ways – through the City's website which has an auto-building program for packets or manually by creating a .pdf file. If the packet is built manually, it is uploaded to the City website.
- Once the packet has been built or uploaded to the City's website and has been published, it is automatically disseminated to all individuals who have requested to be on the Notify Me mailing list. There are 66 individuals signed up to receive City Council packets (58 for Planning Commission, 56 for Parks & Rec Commission, 33 for TPAC, 24 for Public Art Committee, and 20 for Budget Committee.) The City Recorder and the Public Works Administrative Assistant are both signed up to receive these notification emails.
- When the email arrives in the staff inbox, it is then further disseminated to a subsequent email distribution list entitled Press Release Group. The Press Release Group currently consists of 42 individuals or agencies which have requested to be included on the notification list; at least 15 of those are news media.
- Finally, in the case of City Council packets and Planning Commission packets, hard copy packets are placed on the City Hall notice board in the hallway outside of the Finance Department. A hard copy version of all City Council packets is also provided to the Chetco Community Public Library.

Staff has researched the internet and social media analytics for the pages and posts regarding meeting notices. The sheet of analytics is attached. Staff looked at website page views, Facebook reach, and Twitter impressions for two separate timeframes. The first timeframe is between May 10-23, 2017, and the second timeframe is from November 11 - December 13, 2016. Based on the analytics, staff believes there is sufficient level of reach via the City's electronic dissemination measures.

Staff further believes that the current meeting noticing procedures fulfill the legal requirements appropriately; however, with regard to the Attorney General (AG) suggestions, perhaps there could be more effort made to contact "interested persons" as defined by the AG. Those notifications would need to be handled on an item by item basis and recommended by the reporting staff member or the City Manager.

Staff believes there is one other method that could bolster the notification process; however, it is not within staff's power to implement. In the past, the local newspaper would write pre-stories based on the noticed agenda items. That practice has halted in recent years. Encouraging the local newspaper to reinstitute that policy, staff believes, would increase public awareness of upcoming City Council and other committee matters.

Staff seeks Council's direction in continuing the noticing process as it currently stands or modifying the process in some manner.

Attachment(s):

a. ORS 192.640
b. BMC 2.05.060
c. Excerpt from Oregon Attorney General's Public Records and Meeting Manual
d. Internet and Social Media Analytics

preters to governing bodies for purposes of this subsection.

(e) As used in this subsection, "good faith effort" includes, but is not limited to, contacting the department or other state or local agency that maintains a list of qualified interpreters and arranging for the referral of one or more qualified interpreters to provide interpreter services. [1973 c.172 §3; 1979 c.644 §2; 1989 c.1019 §1; 1995 c.626 §1; 2003 c.14 §95; 2005 c.663 §12; 2007 c.70 §52; 2007 c.100 §21; 2009 c.595 §173]

192.640 Public notice required; special notice for executive sessions, special or emergency meetings. (1) The governing body of a public body shall provide for and give public notice, reasonably calculated to give actual notice to interested persons including news media which have requested notice, of the time and place for holding regular meetings. The notice shall also include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.

(2) If an executive session only will be held, the notice shall be given to the members of the governing body, to the general public and to news media which have requested notice, stating the specific provision of law authorizing the executive session.

(3) No special meeting shall be held without at least 24 hours' notice to the members of the governing body, the news media which have requested notice and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances, but the minutes for such a meeting shall describe the emergency justifying less than 24 hours' notice. [1973 c.172 §4; 1979 c.644 §3; 1981 c.182 §1]

192.650 Recording or written minutes required; content; fees. (1) The governing body of a public body shall provide for the sound, video or digital recording or the taking of written minutes of all its meetings. Neither a full transcript nor a full recording of the meeting is required, except as otherwise provided by law, but the written minutes or recording must give a true reflection of the matters discussed at the meeting and the views of the participants. All minutes or recordings shall be available to the public within a reasonable time after the meeting, and shall include at least the following information:

(a) All members of the governing body present;

(b) All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition;

(c) The results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name;

(d) The substance of any discussion on any matter; and

(e) Subject to ORS 192.410 to 192.505 relating to public records, a reference to any document discussed at the meeting.

(2) Minutes of executive sessions shall be kept in accordance with subsection (1) of this section. However, the minutes of a hearing held under ORS 332.061 shall contain only the material not excluded under ORS 332.061 (2). Instead of written minutes, a record of any executive session may be kept in the form of a sound or video tape or digital recording, which need not be transcribed unless otherwise provided by law. If the disclosure of certain material is inconsistent with the purpose for which a meeting under ORS 192.660 is authorized to be held, that material may be excluded from disclosure. However, excluded materials are authorized to be examined privately by a court in any legal action and the court shall determine their admissibility.

(3) A reference in minutes or a recording to a document discussed at a meeting of a governing body of a public body does not affect the status of the document under ORS 192.410 to 192.505.

(4) A public body may charge a person a fee under ORS 192.440 for the preparation of a transcript from a recording. [1973 c.172 §5; 1975 c.664 §1; 1979 c.644 §4; 1999 c.59 §44; 2003 c.803 §14]

192.660 Executive sessions permitted on certain matters; procedures; news media representatives' attendance; limits. (1) ORS 192.610 to 192.690 do not prevent the governing body of a public body from holding executive session during a regular, special or emergency meeting, after the presiding officer has identified the authorization under ORS 192.610 to 192.690 for holding the executive session.

(2) The governing body of a public body may hold an executive session:

(a) To consider the employment of a public officer, employee, staff member or individual agent.

(b) To consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

(c) To consider matters pertaining to the function of the medical staff of a public hospital licensed pursuant to ORS 441.015 to 441.063 including, but not limited to, all clinical committees, executive, credentials,

2.05.060 Public notice required for meetings.

Public notice, via press release, email, and/or other such means as are appropriate for reasonable communication, shall be given for all city council meetings. Such notice shall provide the time, place, and the principal subjects anticipated to be covered at any meeting of the city council where a quorum is present excepting an executive session, which shall be noticed as required in Chapter 192 ORS. Interested persons and the news media which have stipulated in writing that they wish to be notified of every meeting must be so notified. Such persons, other than those representing the news media, shall be required to express an interest in remaining on the notification list every six months. [Ord. 10-O-668 § 2; Ord. 00-O-535 § 6.]

encompass deliberations by a governing body about whether to initiate a contested case. Although state board or commission "deliberations" in contested case hearings are exempt from the meetings law, any information gathering by the governing body and the final decision of the governing body must be conducted in compliance with the meetings law, unless otherwise exempted by statute.

Note that a state agency contested case proceeding conducted by a single hearings officer is *not* subject to the Public Meetings Law, because a single hearings officer is not a "governing body." The right of the public to attend such contested case proceedings depends on provisions of law outside the Public Meetings Law.

Local government officials should note, however, that the Public Meetings Law exemption provided in ORS 192.690(1) for *state* agency contested case hearings does *not* apply to hearings conducted by local governing bodies, even though those local government hearings may be remarkably similar to state agency contested case proceedings.[313]

D. REQUIREMENTS OF THE LAW

1. Notice

The Public Meetings Law requires that public notice be given of the time and place of meetings. This requirement applies to regular, special and emergency meetings as those terms are used in ORS 192.640. The public notice requirements apply to *any* "meeting" of a "governing body" subject to the law, including committees, subcommittees and advisory groups. See discussion above of Governing Bodies and Public Bodies and of Public Meetings. A governing body's notice must be reasonably calculated to provide actual notice to the persons and the media that have stated in writing that they wish to be notified of every meeting.[314]

If a meeting will consist only of an executive session, notice still must be given to the members of the governing body, to the general public and to

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[313] 40 Op Atty Gen 388, 389-90 (1980) (see App O).

[314] Members of the governing body, of course, also should receive actual notice. *Cf.* ORS 182.020(1).

news media that have requested notice. The notice also must state the specific legal provision authorizing the executive session. ORS 192.640(2).

Notices for meetings that will include both an executive session and a nonexecutive session should give notice of both and state the statutory authority for the executive session.

To assist the public body in satisfying the accessibility requirements of ORS 192.630(5) and the Americans with Disabilities Act, the notice should provide the name of a person and telephone number (including TTY number if the public body has such equipment in service) at the public body to contact to make a request for an interpreter for the hearing impaired or for other communication aids. See p. K-5 for a sample meeting notice that includes such information. As an alternative, public bodies that know their audience is likely to require a sign language interpreter or other communication aids and services should simply make those services available and so state in their notice.

The Public Meetings Law requires that the notice of any meeting "include a list of the principal subjects anticipated to be considered at the meeting." ORS 192.640(1). This list should be specific enough to permit members of the public to recognize the matters in which they are interested. This requirement ordinarily would be met by dissemination of an agenda. The agenda need not go into detail about subjects scheduled for discussion or action, but it should be sufficiently descriptive so that interested persons will get an accurate picture of the agenda topics. For example, "public works contract" probably is not a sufficient description when the governing body intends to let a contract for demolition of a landmark building.

The Public Meetings Law does not require that every proposed item of business be described in the notice. The law requires a reasonable effort to inform the public and interested persons, including news media, of the nature of the more important issues ("principal subjects") coming before the body. And the governing body may take up additional "principal subjects" arising too late to be mentioned in the notice. *See* ORS 192.640(1) (listing of principal subjects "shall not limit the ability of a governing body to consider additional subjects"). But, if an executive session is being held, the discussion must be limited to the topic(s) listed in the statutory provision(s) identified as authority for the executive session, ORS 192.640(2). Of course, if the subject matter is governed by the rulemaking requirements of the Administrative Procedures Act (ORS chapter 183), the notice

requirements of that statute must be met.

The goal of notice for any meeting is two-fold: to provide general notice to the public at large and to provide *actual* notice to specifically interested persons. The following are suggested methods of meeting the notice requirements for the three types of meetings addressed in the Public Meetings Law:

Press Releases — Press releases should be given to the appropriate publications and news services. The following list of publications and news services is commonly used.

- Wire Service — Associated Press. Notices directed to this service at its main offices at the Press Room, State Capitol Bldg., Salem, Oregon 97301 (Phone (503) 363-5358; Fax (503) 363-9502) or 121 S.W. Salmon Street, Suite 1450, Portland, Oregon 97204-2924 (Phone (503) 228-2169; Fax (503) 228-5514), will reach the service. In other areas of the state, notices directed to subscribing news media should reach the service.
- Local Media Representatives — If a meeting involves matters that affect a particular geographic area, press releases should be sent to the local media.
- Trade Papers, Special Interest Publications and Professional Journals — Agencies regulating matters affecting trades, occupations, professions and special interest groups that have regularly scheduled publications directed to affected persons should provide these publications with notices of the agencies' public meetings.

Paid display advertising is not required. A governing body is not required to ensure that the release is published. News media requesting notice of meetings *must* be given notice.

Mailing Lists — Agencies maintaining mailing lists of licensees or other persons or groups for notice purposes, either as a regular practice or under the requirements of ORS 183.335(8), should mail or fax notices of regular meetings to persons on those lists.

Interested Persons — If a governing body is aware of persons having a special interest in a particular action, those persons generally should be notified, unless doing so would be unduly burdensome or expensive.

Notice Boards — Some smaller communities have a designated area or bulletin board for posting notices. Governing bodies may want to post notices of meetings in such areas.

a. Regularly Scheduled Meetings

The notice for a regular meeting must be *reasonably calculated* to give actual notice of the time and place for the meeting "to interested persons including news media which have requested notice." ORS 192.640(1).

b. Special Meetings

Special meetings require at least 24 hours' notice. ORS 192.640(3). As with regular meetings, press releases should be issued or phone calls made to the wire services and other media. In addition, subject to a rule of reasonableness, governing bodies should notify interested persons either by mail, facsimile or telephone. News media requesting notice must be notified.

c. Emergency Meetings

An "emergency meeting" is a special meeting called on less than 24 hours' notice. The governing body must be able to point to some reason why the meeting could not be delayed to allow at least 24 hours' notice. An "actual emergency" must exist, and the minutes of the meeting must describe the emergency justifying less than 24 hours' notice. ORS 192.640(3). The law requires that "such notice as is appropriate to the circumstances" be given for emergency meetings. The governing body must attempt to contact the media and other interested persons to inform them of the meeting. Generally, such contacts would be by telephone or facsimile.

The Oregon Court of Appeals has indicated that it will scrutinize closely any claim of an "actual emergency." Any claimed "actual emergency" must relate to the matter to be discussed at the emergency meeting. An actual emergency on one matter does not "justify a public body's emergency treatment of all business coming before it at approximately the same time."[315] Nor do the work schedules of board

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[315] *Oreg. Assoc. of Classified Emp. v. Salem-Keizer*, 95 Or App 28, 32, 767 P2d 1365, *rev den* 307 Or 719, 773 P2d 774 (1989) (see App M).

Public Meeting Noticing
Internet & Social Media Analytics

Timeframe	Visited Page	Website Page Views	Facebook Reach	Twitter Impressions
May 10-23, 2017	Agenda Center	129		
	City Council	73		
	TPAC	22		
	P&R	2		
5/11/2017	TPAC Agenda		101	24
	P&R Agenda		187 (plus 1 share)	22
	Council Workshop Agenda		56	26
	Council Special Mtg Agenda		132	26
5/19/2017	Council Meeting Agenda		78	43
Nov 11-Dec 13, 2016	Agenda Center	155		
	City Council	110		
11/30/2016	Council Workshop Agenda		73	50
12/7/2016	Council Meeting Agenda		89	100