

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, September 25, 2017, 7:00pm**

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

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

### **CITY COUNCIL**

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

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

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

#### **D. Ceremonies**

1. Yard of the Month Winners
  - a. June Residential – John Morris, 604 Pacific Avenue
  - b. June Commercial – Curry Medical Center, 500 5<sup>th</sup> Street
  - c. July Residential – Michael & Taira Hamilton, 855 Crestwood Place
  - d. July Commercial – Westward Inn, 1026 Chetco Avenue
  - e. August Residential – Joe & Debbie Hodges, 955 3<sup>rd</sup> Street
  - f. August Commercial – Black Trumpet Bistro, 625 Chetco Avenue
  - g. September Residential – Joan Young, 17191 S. Passley

#### **E. Public Hearings**

1. Legislative public hearing in the matter of File CP-1-15, considering adoption of revisions to the City of Brookings Comprehensive Plan, Goal 12, adopting a new Transportation System Plan. [Advance Packet]
2. Legislative public hearing in the matter of File LDC-1-17, considering revisions to BMC Chapter 17.170, Street Standards [Advance Packet]

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

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

#### **G. Staff Reports**

1. Oregon Parks & Recreation Grant Agreement [Parks, Pg. 3]
  - a. Grant agreement [Pg. 4]
  - b. Phase Three proposal [Pg. 11]
  - c. Site Plan [Pg. 31]
2. Azalea Park Ball Fields Reconfiguration - Phase I Paving [Parks, Pg. 32]
  - a. Contract [Pg. 33]
  - b. Site plan [Pg. 34]
3. Coastal Christmas Funding [City Recorder, Pg. 35]
  - a. Event proposal [Pg. 36]
4. Travel & Adventure Show Funding [City Recorder, Pg. 37]

- a. Media kit [Pg. 38]
- 5. Airport Water Line Extension [City Manager, Pg. 47]
  - a. Task Order [Pg. 48]
- 6. League of Oregon Cities Foundation [Mayor, Pg. 50]]
  - a. Letter [Pg. 51]

## **H. Resolutions**

- 1. Resolution Declaring the City of Brookings a Welcoming and Inclusive City [Councilor Triglia, Pg. 52]
  - a. Woodburn Resolution [Pg. 54]
  - b. ORS 181A.820 [Pg. 57]
  - c. ORS 166.165 [Pg. 58]
  - d. ORS 166.155 [Pg. 59]
  - e. Press Release [Pg. 60]
  - f. Woodburn article [pg. 61]
  - g. Salem article [Pg. 64]
  - h. Tualatin resolution [Pg. 65]
  - i. Newberg article [Pg. 66]
  - j. Wilsonville resolution [Pg. 68]
  - k. McMinnville resolution [Pg. 71]
  - l. Monmouth resolution [Pg. 73]
  - m. Resolution 17-R-1122 [Pg. 75]

## **I. Consent Calendar**

- 1. Approve Council minutes for September 11, 2017 [Pg. 77]
- 2. Accept TPAC minutes for July 20, 2017 [Pg. 79]
- 3. Receive Monthly Financial Report for August 2017 [Pg. 80]
- 4. Approve City Manager leave conversion [Pg. 86]

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

- 1. Council Liaison Reports

## **K. Adjournment**

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


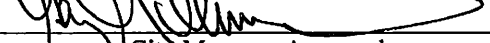
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: Parks

  
Parks & Planning Manager  
  
City Manager Approval

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Subject: Oregon Parks and Recreation Grant Agreement

Recommended Motion: Motion to authorize a City Manager to enter into a grant agreement with the Oregon Parks and Recreation Department for Azalea Park Ball Field Reconfiguration -Phase Three

Financial Impact:

- Oregon Parks and Recreation Grant: \$418,365
- City (grantee) match participation: \$284,900
- Total project cost: \$703,265

Work associated with the grant would occur in Fiscal Years 2017/2018, 2018/2019, and 2019/2020. Staff proposes to pay the match participation from the Capital Reserve Fund to be continually funded through annual transfers from the General Fund over the course of the three fiscal years above.

Reviewed by Finance & Human Resources Director: 

Background /Discussion:

Phase three of this four phased Azalea Park Ball Field Reconfiguration project includes the addition of field lighting to all three fields as well as parking lot curbing, paving and striping among other amenities. Phase one and two are currently under construction and partially funded with a combination of City and grant funding. In 2015, The City of Brookings received a \$212,128 grant from OPRD for phase one. In 2017, the City of Brookings was awarded a \$166,300 grant from Regional Solutions for phase two of the project.

Attachment(s):

- a. Oregon Parks and Recreation Grant Agreement LG17-013
- b. Azalea Park Ball Field Reconfiguration - Phase Three Proposal
- c. Azalea Park Ball Field Site Plan



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

Headquarters

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

[www.oregonstateparks.org](http://www.oregonstateparks.org)



September 6, 2017

Anthony Baron  
City of Brookings  
898 Elk Dr  
Brookings, OR 97415

RE: **Project Agreement**  
Local Government Grant Program  
**LG17-013 – Azalea Park Ball Fields Reconfiguration Phase 3**

Tony:

Congratulations on your successful application for grant funds for the Azalea Park Ball Fields Reconfiguration Phase 3 project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and the City of Brookings. This agreement must be approved and signed by you or your designated representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a **Notice to Proceed** letter. Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.

Timely implementation and completion of your project is extremely important. Your project must be completed by **October 31, 2019**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's beginning or completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or [mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov). Thank you for helping make this valuable investment in Oregon's outdoor recreation.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)





# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **City of Brookings**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG17-013

**Project Title:** Azalea Park Ball Fields Reconfiguration Phase 3

**Project Type (purpose):** Rehabilitation

**Project Description:** The project will construct bicycle parking, a parking lot, picnic area, parking lot lighting, and field lighting at Azalea Park Ball Fields in Brookings, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**

**Maximum Reimbursement:** \$418,365 (59.49%)

**Grantee Match Participation:** \$284,900 (40.51%)

**Total Project Cost:** \$703,265

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15<sup>th</sup>, 45 days after June 30.

**Reimbursement Terms:** Based on the estimated Project Cost of \$703,265, and the Grantee's Match participation rate of 40.51%, the reimbursement rate will be 59.49%. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or 59.49% of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each reimbursement request or, at a minimum, at six month intervals, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Anthony Baron  
City of Brookings  
898 Elk Dr  
Brookings, OR 97415  
541-469-1159  
abaron@brookings.or.us

Grantee Billing Contact

Janell Howard  
City of Brookings  
898 Elk Dr  
Brookings, OR 97415  
541-469-1123  
jhoward@brookings.or.us

OPRD Contact

Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON**

**Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Tracy Loudon, Business and Tech. Solutions Administrator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jan Hunt, Grants Section Manager

**Oregon Department of Justice (ODOJ) approved  
for legal sufficiency for grants exceeding \$150,000:**

\_\_\_\_\_  
Date

By: Kristen Ennis  
ODOJ Signature or Authorization

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Printed Name/Title

by email on September 1, 2017  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the

address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Revised by ODOJ 8/15/17: MC

8/17/2017

OPRIS

# Azalea Park Ball Fields Reconfiguration Phase 3 (LGGP)

Application #3642 - Grant Application Summary

Manage

Edit 

## Project Information

### Project Name

Azalea Park Ball Fields Reconfiguration Phase 3

### Brief Project Description

The proposed phase will construct bicycle parking, parking lot, picnic area, parking lot lighting, and field lighting. This phase completes a fully functional sports field complex and associated facilities.

### Project Start Date

08/14/2017

### Project End Date

08/14/2019

### Site Name

Azalea Park

### Site City/Town/Area

Brookings

### Site County

Curry

### Site Description

Azalea Park is a thirty three acre community park in Brookings Oregon well known for its century old native azaleas. In addition to other amenities like Kidtown Playground, the Capella by the Sea, and a covered stage for the Summer Concert Series, the park offers adult and youth recreational opportunities with over two miles of walking trails and sidewalks, an eighteen hole disc golf course and two adult sized softball fields. The fields were relocated from South Coast Lumber property in the early 1990's with donated labor, equipment and materials on a grass and gravel budget.

### Site Acreage

33

### Latitude

42.059242517200616

### Longitude

-124.27167356014252

## Contact Information



**Applicant**

City of Brookings

**Applicant Federal Tax Id**

93-6002703

**Applicant DUNS Number****Project Contact**

Anthony Baron

**Address**

Anthony Baron  
898 Elk Drive  
Brookings, Oregon 97415  
abaron@brookings.or.us  
5414691159

**Reimbursement Contact**

Anthony Baron

**Financial Information****Requested Amount**

\$418,365.00

**Match Amount**

\$284,900.00

**Total Project Cost**

\$703,265.00

**Grant %**

59.48895508805357 %

**Match %**

40.51104491194642 %

**Project Budget Worksheet****Project Budget Worksheet**

Parking Lot Lighting	\$6,500.00
Bicycle Parking	\$1,865.00
Field Scoreboards	\$12,500.00

**Project Budget Worksheet**

Picnic Tables	\$2,400.00
Parking Lot	\$190,000.00
Field Lighting	\$490,000.00

**Source of Funding Worksheet**

Field Scoreboards (Parks General Fund)	\$12,500.00
Picnic Tables (Parks General Fund)	\$2,400.00
Parking Lot (Parks SDC's)	\$70,000.00
Field Lighting (Parks General Fund)	\$200,000.00

**Total Project Cost**

\$703,265.00

**Total Match from Sponsor**

\$284,900.00

**Grant Funds Requested**

\$418,365.00

**Supplemental Information****A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

Project Elements. Phase 3 consists of the following: bicycle parking, automobile parking lot, picnic area, parking lot lighting, and field lighting. This phase builds on the following work from previous phases of the project: reconfigure existing softball fields; new multi-use field; field fencing, backstops, dugouts; landscaping and irrigation; restroom; concession building; ADA ramp & connections to park trails; playground.

Project Objectives. The phase proposed in this application will complete a fully functional multi-field sports facility, that rehabilitates a pre-existing ball field facility and adds several new elements that enhance recreational opportunities for park users. Specific objectives achieved by the project, through the proposed phase, are: Rehabilitate the existing softball fields and add a new field, prioritizing soccer in-season and functional for multi-use at other times. Provide field and parking lot lighting to allow and enhance safety for evening events. Make ADA improvements to include walkways and restroom facilities. Provide a sports field facility that connects with the park's trail system and with the larger trail network. Provide support facilities that enhance park users recreational experience, including new restrooms, a new play structure, and picnic area adjacent to the north parking lot (above the Chetco River). The fourth, and final phase, would install all-weather turf on all three fields, enhancing opportunities for off-season play. Need for Assistance. The City of

Brookings, population 6,336, is the largest City in Curry County. Together with the adjacent unincorporated community of Harbor (population 2,391), in the City's UGB, area residents make up 39% of Curry County's population. Curry County is among the most economically distressed in the State. The Oregon Secretary of State Audit Report & Oregon's Counties: 2016 Financial Condition Review (June 2016, Report # 2016-11) identified Curry County among three other Oregon counties as counties whose financial condition may indicate a higher risk of distress (p1). The City is contributing significant resources toward this multi-phase, high priority project, but at each phase the City needs funding partnerships and assistance. Major funding contributions for previous phases include the Governor's Regional Solutions program (Phase 2) and the OPRD Local Government Grant (Phase 1). Additional funding includes a local donation from the Brookings Harbor Adult Softball League of \$25,000.

Performance & Supervision of Work. The project will be completed with a combination of contracted work and labor from City staff and volunteers. Project management will be provided by the City of Brookings Parks and Technical Services Supervisor.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

Pre-existing Facilities: Across all phases, this project rehabilitates existing sports fields and support facilities.

Existing, before Phase 1 of this project, were the following: two adult-sized softball fields field perimeter fencing, backstops, dugouts and gravel parking lot.

Previous Project Phases: Previous phases of this project rehabilitated some of these elements. For example, previous phases reconfigured the existing fields, constructed a new field, and add new support facilities including new back stops and dugouts, perimeter fencing, paved spectator areas, an ADA restroom/concession building as well as a sports storage building. Additional work associated with previous phases to be completed this summer include a play structure and field perimeter landscaping.

Proposed Phase of Work: Phase 3, proposed under this application, continues the rehabilitation of the sports fields facility. Specifically, the proposed Phase 3 includes the following scope of work: Install field lighting for all three fields, install scoreboards and reconstruct the north parking lot. Install bike parking; Install parking lot and pathway lighting; Install a picnic area near the north entrance of the complex.

Present and Future Development: At 33 acres, Azalea Park is the largest of three City of Brookings parks classified as a Community Park. Azalea Park also offers the widest variety of facilities and amenities within the City's park system. The sports fields are located in the north-eastern section of the park. Other facilities and attractions in the park include the following: nature trails; old-growth azaleas; formal gardens; band shell and stage; gazebo; Capella by the Sea, a small cathedral-like structure made with native materials; Kidtown playground, disc golf course, horseshoe pits, volleyball courts, and picnic areas. The City continues to invest significant time and resources toward the maintenance and further development of Azalea Park. The sports fields and associated facilities are an integral part of existing and future development at the park. One current major effort for Azalea Park is to make the park and its amenities available for evening activities. Lighting for the parking lot and sports fields, part of the work proposed in this application, is a major step toward that goal and will increase and enhance not only park usership, but also safety in the park.

## **B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)**

**To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?**

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

the recreation area or facility is beyond its normal life expectancy,,the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,,changing recreation needs (e.g., changes in demographics within the service area) dictate a change in the type of recreation area or facility provided. ,the recreation area or facility is beyond its normal life expectancy,,the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,,changing recreation needs (e.g., changes in demographics within the service area) dictate a change in the type of recreation area or facility provided.

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

<p>Across all phases, this project rehabilitates existing sports fields and support facilities. Existing, before Phase 1 of this project, were the following: </p><p>two adult-sized softball fields</p><p>field perimeter fencing</p><p>backstops</p><p>dugouts</p><p>gravel parking lot</p><p>Previous phases of this project rehabilitated some of these elements. For example, previous phases reconfigure existing fields, construct a new field, and add new support facilities including ADA restrooms.</p><p>Phase 3, proposed under this application, continues the rehabilitation of the sports fields facility. Specifically, the proposed phase rehabilitates: </p><p>Fields - by installing field lighting</p><p>Parking lot - by reconstructing lot, adding bike parking, and installing lighting</p>

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

100% of all project phases rehabilitate a pre-existing sports field facility, including support facilities. However, some support facilities are enhancements that were not pre-existing, such as restroom, play structure, and picnic area.

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

<p>Paved, ADA accessible paths associated with the proposed project (Sports Field project) will link directly to another active project, the Azalea Park Nature Trail Extension and Improvement Project (Trail Project). The Trail Project, partially funded by the OPRD administered Recreational Trails Program, is scheduled for construction this summer, to be complete in September, 2017. It expands and connects the existing Azalea Park trail system through the Brookings-Harbor Botanical Garden, a 2.5 acre special-use park in ODOT right-of-way, and to Highway 101 / Chetco Avenue, which is also a section of the Oregon Coast Trail and Oregon Coast Bike Route as well as the community's "Main Street". This provides a connection, located just south of downtown Brookings, from Highway 101 / Chetco Avenue through the Botanical Gardens and to Azalea Park.</p><p>The Trail Project includes a new section of trail that extends along the northern boundary of the park, along Field #3 and connecting with the Sports Field project North Parking Lot (part of the proposed phase of work for this grant application). Additional paved pathways through the proposed Sports Field project connect with existing park trails.</p><p>Together the Sports Fields project and the Trails Project create walking paths and trails along the whole perimeter of Azalea Park, with connections to internal trails and connection through the Botanical Gardens to Highway 101 / Chetco Avenue.</p>

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

<p>The Azalea Park Ball Fields Reconfiguration Project directly provides facilities for active participation. The project improves pre-existing opportunities for baseball and softball and provides brand new active recreation opportunities through the addition of a multi-use field. The new field can be used for soccer, football, lacrosse, ultimate frisbee, and any number of other activities. Though the field will support organized events, including soccer practice and tournaments, much of the time it will be available for pick-up games or other spontaneous play for recreators of all ages.</p><p>To further enhance active participation opportunities, the proposed phase of the project includes bike parking, making it more likely that park users will use active transportation options to access the park.</p>

The discussion below lists the applicable SCORP-identified consideration and brief descriptions indicating how the proposed project addresses the considerations.

***Project reduces water use and increases plantings of native species.*** *Project increases the number of native trees.*

As part of Phase 2, fifteen new Oregon Myrtlewood trees, native to the local region, will be planted along the entry paths to the new sports field complex. As part of Phase 4, the final phase, all-weather turf will be installed on the sports fields, reducing water demands for sports field irrigation.

***Project includes the use of a centrally controlled irrigation system.***

Phase 2 installs a couplet irrigation system serving the new sports field and new perimeter landscaping for the sports field complex.

***Project provides public recycling containers at all developed park and recreation facilities.***

Phase 1 provides for the installation of a recycling center at each entrance to the sports field complex.

***Project will increase equitable distribution of park and recreation facilities and provide for an unmet need.***

The demand for sports fields in our community exceeds pre-existing facilities. Several groups and leagues, for various ages, must share the facilities. This means that some groups do not have adequate access to fields. Particularly, this project adds a new multi-use field that can be used for soccer as well as other sports. Currently, youth soccer programs have to make do with the limited functionality and availability of softball fields, for which priority use is softball and baseball.

***Project is designed to encourage physical fitness and reduce the obesity rate among Oregon residents.***

The proposed project directly provides facilities for physically active recreation, increasing fitness and decreasing obesity rates among participants. The proposed phase of the project also includes the installation of bike parking, further encouraging physical activity. This topic is discussed in more detail under the Active Participation section above.

***Project will create a diverse set of recreational experiences which are currently unavailable in the local area--addresses an unmet need.***

The new multi-use field will allow space for additional sports, with soccer as the priority use during soccer season. In one support letters, attached this application, Cynthia Beaman explains that pre-existing facilities cannot accommodate youth soccer tournaments. Beaman reports that youth must travel "at least two and a half hours" to participate in competitive play. Some children's families cannot afford to do that, which has limited participation.

**1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)?**

**2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities.**

<p>Close-to-home priorities for Curry County include &quot;Soccer fields&quot;;, tied for first place with a score of 5.0. The project includes a new multi-use field to accommodate soccer, football, lacrosse, and other activities. During soccer season, the priority use for the field will be for youth soccer.</p>

<p>The proposed phase includes within its scope the following county-level needs identified in the Oregon Resident Survey:

Picnic areas and shelters for small visitor groups

Nature and wildlife viewing areas.

Among the support and associated facilities for the rehabilitated sport fields complex is a new picnic area, consisting of three picnic tables and a trash receptacle. The northeast corner of the project area, adjacent to the proposed north entrance of the complex, offers one of the best views in the park of the Chetco River. In order to provide supporting recreation facilities for the sports fields and to enhance opportunities for viewing the Chetco River and riparian corridor, picnic facilities are included in the proposed phase.

Note: Another item identified on the Oregon Resident Survey is Off-street bicycle trails and pathways. Although this phase does not include bike trails, bike parking is a part of the scope of work for this phase, encouraging riders to bike to the park and supporting bicycle network efforts community-wide.

Previous phases of the project involve an additional county-level need: Children's playgrounds & Natural Play Areas. Phase 2 of the project includes a playground located near the dugouts for fields 1 & 2, adjacent to the restrooms and concession building.

[illegible]

<p>As mentioned above, the project is included in the 2011 Brookings Parks Master Plan Update. However, we would like to address the extensive public participation that informed the development of that document. That public involvement included:

<p>-household surveys</p><p>-public workshops</p><p>-focus groups</p><p>-work sessions with the Brookings Park and Recreation Commission</p><p>(More information is provided on pages 48-53 of the 2011 Brookings Parks Master Plan Update.)</p><p>Additionally the proposed project has been actively endorsed by the Brookings City Council, City of Brookings Parks & Recreation Commission, City of Brookings Tourism Promotion Advisory Committee, and Travel Oregon.&nbsp;</p>

<p>Urban Renewal funds, and Transient Occupancy Tax revenue will be leveraged to fund facility maintenance as the facility will provide a significant revenue stream for local hotels and restaurants. City Council has implemented a Marijuana Sales Tax, per Ordinance 16-O-753, that can be utilized for parks improvements and maintenance.

Additional maintenance funds will be provided through facility rental fees for the use of the fields and concession stand during regular league play and tournaments. The Resolution included as an attachment to this application includes the City's pledge to provide necessary ongoing funding for operations and maintenance.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

Once maintenance agreements are in place with individual user organizations (BH Soccer League, BH Adult Softball League, BH Little League, BH School District) for their in season responsibilities, the City of Brookings anticipates 150 additional man-hours annually will be required to maintain the new facility over what it currently commits. 150 man-hours at \$25 per hour is \$3750 annually.

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

The user groups, Brookings Harbor (BH) Adult Softball Association, BH Little League, BH Soccer League and BH School District, budget a portion of their expenses every year to field maintenance. They have all agreed to partner with the City of Brookings to maintain the new facility. The BH Adult Softball Association has pledged \$25,000 to the construction of the restroom/concession building.

## **E. OVERALL SITE SUITABILITY (0-10 points)**

1. To what extent is the site suitable for the proposed development?

The project is located in the existing Azalea Park and rehabilitates, on the same site, existing ball fields and support facilities. Azalea Park is the largest of three City of Brookings parks classified as "Community Parks". Azalea Park also offers the widest variety of recreational opportunities in the City's park system and hosts a wide variety of community events, from summer concerts, to a winter lights festival, to weddings.

The ball fields, proposed for rehabilitation, are in high demand. In addition to in-season use, existing activities at the ball fields include a popular winter softball tournament, which draws participants from in and outside the area. The proposed sports field reconfiguration will not only enhance but increase the use of the existing facility with the addition of a multi-use field as well as create better ADA access to the sports fields and associated facilities, and to the park as a whole.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements.

**Impact Avoidance.** This project rehabilitates an existing facility on the existing site, minimizing negative environmental impacts. Keeping the new sports field complex at the same location as the pre-existing ball fields minimizes or avoids potential disturbance to plant communities and other natural or cultural resources compared to building the new sports fields elsewhere in Azalea Park or another area in the community.

**Sustainability.** In addition to the several considerations discussed in the Sustainability section of this application, this project addresses elements of the mission, vision, and goals for sustainable parks identified in the SCORP.

The first bulleted item in the mission statement asserts that sustainable parks "Support a stable and diverse economy" (p 112, 2013-2017 SCORP). The South Coast Regional Solutions Team, part of the Governor's Regional Solutions program, has identified building on the recreation economy as one of six priorities for the region. Phase 2 of the proposed project was awarded funding through Regional Solutions due to the project's contribution to the region's recreation economy.

One element of Sustainable Parks Goal 2 in the SCORP calls for actions that "Develop, maintain, and improve access to public spaces that encourage and develop social interaction" (p 114). The proposed project includes elements that will enhance social interaction. In addition to improving facilities directly involved with the sport fields, such as dugouts and spectator areas, the new sports field complex will include support facility enhancements such as a new play structure and new picnic area. Each of these improvements will encourage and support enhanced social interaction. Additionally, the site design for the project links facility walking paths to existing, and soon to be constructed, park trails. These park trails connect to the larger trail network. Bike parking is also included in the project. These considerations fit with another element identified under the social interaction goal in the SCORP, which recommends that facility planning "Evaluate,



design, and...retrofit parks and recreational facilities to provide bicycle and pedestrian linkages with other public spaces..." (p 115).

## F. COMMUNITY SUPPORT (0-5 points)

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

<p>The project exists due to expressed community needs, described in the local planning and public involvement sections of this application, and continues to receive wide community support. Letters of support from the following individuals and organizations are provided as attachments to this application:</p><p>-Cindi Beaman, Tournament Coordinator with Brookings Youth Activities & Brookings United Soccer.</p><p>-Jaime Armstrong, Brookings-Harbor Little League Vice President & Coach.</p><p>-Kelly Glazebrook, Tournament Coordinator with Brookings-Harbor Adult Softball League.</p><p>-Jason Taylor, player in B-H Adult Softball League.&nbsp;&nbsp;&nbsp;&nbsp;</p><p>Additional letters of support for the project submitted for previous phases include:</p><p>Leagues- Brookings Harbor Adult Softball League, Brookings Harbor Little League, Brookings Harbor Youth Soccer League, Surfside Bruins ASA Softball, and Curry Youth Football</p><p>Agencies & organizations- Travel Oregon and Brookings Harbor Chamber of Commerce.</p><p>Other governmental bodies- Tolowa Dee-ni&#39; Nation (formerly Smith River Rancheria), Brookings Harbor School District, and City of Brookings Tourism Promotion Advisory Committee</p>

### G. FINANCIAL COMMITMENT (0-10 points)

**1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.**

<p>Local match is provided by City of Brookings funding from one or a combination of System Development Charges (SDC), General Fund Reserves, and Urban Renewal Funds. A Resolution describing the City's financial commitment to the project is included as an attachment to this application.&nbsp;  </p>

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

<p>Facility maintenance is and will continue to be achieved through partnerships between the City and organizations that regularly use the fields. These include Brookings Harbor (BH)&nbsp; Adult Softball Association, BH Little League, and BH Soccer Association. During the season in which the above mentioned organizations use the fields, each help to maintain the fields. Their maintenance activities include picking up trash and chalking, striping, and grooming fields. The City of Brookings mows and fertilizes the grass and performs necessary weed abatement in and around the perimeter of the sports field complex.</p><p>Additionally, the maintenance and operation of the restroom/concession building will also be shared between the City and the in-season organization. The City will provide general building maintenance and cleaning to be covered under user fees generated from large group events and tournaments while each organizations in season responsibility will be to maintain the concession stand.</p><p>Moving forward, with the enhanced facilities, the City anticipates the development of use agreements with additional local organizations, further spreading the cost of field maintenance and upkeep among users and between the City and users.</p>

**3. To what extent has funding been secured to complete the project?**

**<p>Matching funds for Phases 1, 2 and 3 are committed by the City of Brookings as demonstrated by current and past resolutions, provided as an attachment to this application. Those resources in combination with the grant requested under this application will fully fund the proposed phase of work, completing a fully functional sports field complex. &nbsp;&nbsp;&nbsp;&nbsp;</p>**

## H. ACCESSIBILITY COMPLIANCE

1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification?

Yes; ADA Transition Plan.

2. How will your proposed project meet current accessibility standards?

A previous phase included the construction of an accessible restroom and concession building.

Part of the scope of work for the proposed phase will construct an automobile parking lot. ADA compliant concrete sidewalks and ramps will connect the parking lot to other facility components including the restrooms and concession building, field dugouts, playground, and spectator areas.

## I. READINESS TO PROCEED

1. Have you submitted a signed Land Use Compatibility Statement with this application?

true

2. Have you submitted construction or concept plans with this application?

true

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

The project is occurring in an existing park on previously disturbed soil. No delays or challenges are expected for permits related to this project. Permits required will be:

DEQ 1200-C Permit. Status: in-hand and active for all phases of the project.

Electrical Permit from the State of Oregon. Status: City will apply for permit at the appropriate stage of project development.

## J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

The City of Brookings has maintained an excellent performance record on current and past OPRD grant funded projects. The most recent OPRD funded parks projects include:

Azalea Park Nature Trail Extension & Improvement Project (2016), Recreational Trails Grant. Will be under construction this summer and completed by September 2017.

Azalea Park Ball Field Reconfiguration - Phase One (2015), Local Government Grant. Currently under construction, to be complete by August 2017.

Mill Beach Access (2012), Local Government Grant. Completed.

Easy Manor Park Rehabilitation (2008), Local Government Grant. Completed.

Additional previous projects before 2000 are also in good standing. These include the following:

Brookings Bike Path (1983), Tanbark Park Court (1983), Bud Cross Park Phase 5 (1979), Bud Cross Park Restrooms (1978), Ransom Avenue Tennis Courts (1976), Brookings City Park Improvements (1975), Brookings Swimming Pool (1972).

## Applicant Certification

As an authorized representative of **City of Brookings**, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**Anthony Baron, 04/11/2017**

▼ **36 Files**

**No Comments**

▼ **8 Logged Events**



# Oregon

Kate Brown, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



June 29, 2017

Mr. Mark Cowan  
Oregon Parks and Recreation Department  
725 Summer St NE STE C  
Salem, OR 97301

RE: SHPO Case No. 17-1039

OPRD Grant ID 3642, City of Brookings, Azalea Park Ball Fields Phase 3

Construct parking, picnic area, lighting

41S 13W 5, Brookings, Curry County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA  
State Archaeologist  
(503) 986-0674  
[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)



## Request for Reimbursement Guide

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Beginning with the 2017 grant cycle, all **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with [OPRDgrants.org](http://OPRDgrants.org) is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > [oprgrants.org](http://oprgrants.org)
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- ☐ **Progress Report**
- ☐ **Project Bills / Invoices**
- ☐ **Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- ☐ **Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be sent as email attachments. For **Planning Projects**, rather than pictures, please submit a copy of the final **Planning Document**.
- ☐ **Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.ore.gov/OPRD/GRANTS/index.shtml](http://www.ore.gov/OPRD/GRANTS/index.shtml)

12.16.16

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the City of Brookings, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG17-013

**Project Title:** Azalea Park Ball Fields Reconfiguration Phase 3

**Project Type (purpose):** Rehabilitation

**Project Description:** The project will construct bicycle parking, a parking lot, picnic area, parking lot lighting, and field lighting at Azalea Park Ball Fields in Brookings, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Funds /**

**Maximum Reimbursement:** \$418,365 (59.49%)

**Grantee Match Participation:** \$284,900 (40.51%)

**Total Project Cost:** \$703,265

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org). The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15<sup>th</sup>, 45 days after June 30.

**Reimbursement Terms:** Based on the estimated Project Cost of \$703,265, and the Grantee's Match participation rate of 40.51%, the reimbursement rate will be 59.49%. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or 59.49% of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each reimbursement request or, at a minimum, at six month intervals, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdgrants.org](http://oprdgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

**Final Request for Reimbursement:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

**Grantee Administrator**

Anthony Baron  
City of Brookings  
898 Elk Dr  
Brookings, OR 97415  
541-469-1159  
abaron@brookings.or.us

**Grantee Billing Contact**

Janell Howard  
City of Brookings  
898 Elk Dr  
Brookings, OR 97415  
541-469-1123  
jhoward@brookings.or.us

**OPRD Contact**

Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON**

**Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Tracy Loudon, Business and Tech. Solutions Administrator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jan Hunt, Grants Section Manager

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: Kristen Ennis  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

by email on September 1, 2017  
Date

\_\_\_\_\_  
Date



# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the

address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

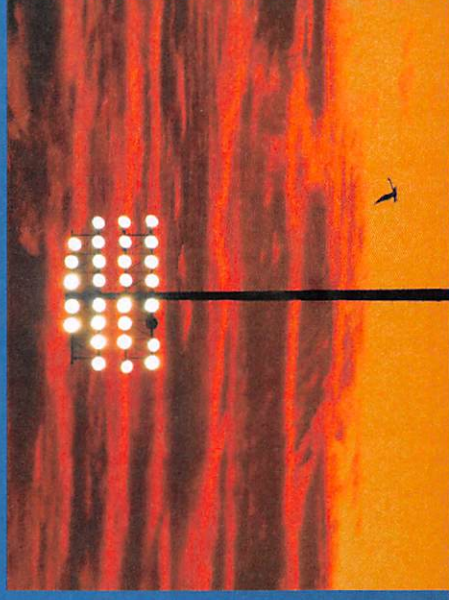
Revised by ODOJ 8/15/17: MC



# Phase Three

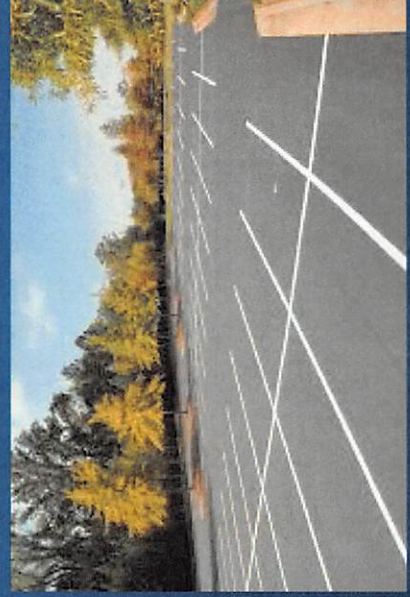
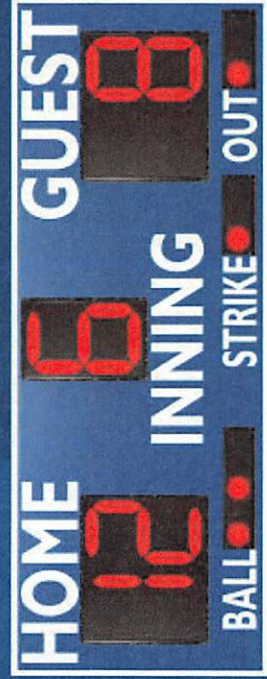
## Proposal

- Parking Lot Paving
- Parking Lot Lighting
- Field Lighting
- Field Scoreboards
- Picnic Tables
- Bicycle Parking



City Funds \$ 279,900  
 OPRD Grant Request \$ 418,365  
 Donations (BH Softball) \$ 5,000

Total Phase Three \$ 703,265





NORTH →

SITE PLAN

SCALE 7/8"



PROJECT NAME	1	SHEET
DRAWN ASIS	1	OF 1
DATE 3/28/17		
SCALE VARIOUS		
	<b>1</b>	

REVISION	DATE

SITE PLAN

## Azalea Park Ball Field Reconfiguration Project

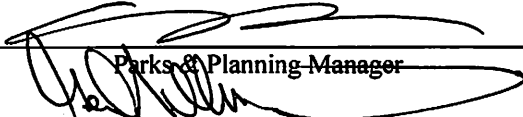



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: Parks

  
Parks & Planning Manager  
  
City Manager Approval

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Subject: Azalea Park Ball Field Reconfiguration - Phase One Paving

Recommended Motion:

Authorize City Manager to enter into an agreement with Tidewater Contractors to pave the ball field entrance road as part of the Azalea Park Ball Field Reconfiguration Project - Phase One.

Financial Impact:

Tidewater Contracting Inc was the only responsible bidder that responded to the request for quotes on this project. The lump sum \$30,000 bid includes nearly 16,000 square feet of asphalt paving from the Lundeen Road parking lot to the parking lot accessed off North Bank Road, otherwise known as the Capella parking lot. The Azalea Park Ball Field Reconfiguration Phase One project is funded in part through the Oregon Parks and Recreation Local Government Grant program. The local 40% match will be paid out of the General Reserve Fund.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Azalea Park Ball Field Reconfiguration - Phase One project included a restroom/concession building, sports storage building, back stops and dugouts as well as paving the entry drive connecting the gravel parking lots at Lundeen Road and Capella. Phase one of this project is scheduled to be complete by October 31, 2017.

Attachment(s):

- a. Tidewater Contractors Inc. Contract
- b. Azalea Park Ball Field Site Plan



**Job #**  
**SMALL OREGON CONTRACT**  
**OREGON CCB #29995**  
**TIDEWATER CONTRACTORS, INC.**  
**P.O. BOX 1956 ~ 16156 HWY 101**  
**BROOKINGS, OR. 97415**  
**OFFICE (541) 469-5341 ~ FAX (541) 469-5543**

**ASPHALT PAVING~REDI-MIX CONCRETE~SAND&GRAVEL~EXCAVATION~ROAD BUILDING~EQUIPMENT RENTAL**

<b>Contracting Party</b>	<b>Phone/Cell</b>	<b>Date</b>
City of Brookings c/o Tony Baron	541-661-3118	8/23/2016
<b>Mailing Address</b>	<b>Job/Project Name</b>	
P.O. Box 898	Pave Access Road at Azalea Park Fields	
<b>City, State &amp; Zip</b>	<b>Job Address/Tax Block or Lot Deed Reference</b>	
Brookings, Oregon 97415	Azalea Park Fields	

**STARTING/COMPLETION OF THE JOB:**

Unless otherwise specified, starting will be deemed to occur when Contractors personnel or equipment commences work at the site; all agreements are contingent upon any accidents, weather, acts of nature or delays beyond our control. Contracting Party will consider the job complete after review with Foreman and they agree that no "Punch List" or corrective items are needed.

**DESCRIPTION OF THE WORK TO BE PERFORMED:**

TWC agrees to perform the specified construction and/or improvement work required under the drawings and specifications for the job as presented to TWC for the purposes of preparing this quotation. Any alteration or deviation from said specifications involving extra cost will be executed only upon a written change order signed by both parties. Tidewater is not responsible for prep work done by other parties (or subsequent damages caused by faulty prep work). TWC uses a soil sterilize agent, but it is not guaranteed to kill weeds nor is TWC responsible for weed growth through asphalt. Asphalt is impermeable. Water does not drain through it! Tidewater is not responsible for erosion, flooding, etc. caused by water flowing off pavement it has placed. Engineering is not provided with this quote. If the contracting party requires the project to be engineered there will be an additional fee.

Based on Approximately 15,640 Square Feet

Tidewater will place and compact 2.5 inch lift of HMA on surface prepared by City Staff.

**PRICE AND TERMS:**                **\$ 30,000.00**

Unless otherwise agreed to in advance, payment of ½ of the total amount will be made to the Prep Crew Foreman upon completion of his work and the remainder to Paving Foreman upon completion of job. You will receive an invoice by mail for your records.

Due to Extreme Fluctuations in Oil Prices, Please Call Before Signing to see if this Price is Current.

**PERMITS AND LICENSES:**

Contractor warrants that it holds the correct licenses to do the work. Contracting Party will obtain all other licenses, permits, locates, surveying, and soils testing.

For an extra charge, Tidewater Contractors can supply a Payment and Performance Bond.

**PROMPT SIGNING:**

For this contract to be considered the Contracting Party shall sign and return this contract no later than 30 days from date on contract. You the Contracting Party may cancel this transaction prior to midnight of the third business day after signing unless work has already been started. TWC however, reserves the right to cancel or modify this contract at any time prior to signing.

(Please Read the Attached Terms, Conditions and Contractors Construction Lien Notice Information)

**TIDEWATER CONTRACTORS, INC.**

**CONTRACTING PARTY**

**TITLE:**        Estimator

**TITLE:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

NORTH →

SITE PLAN

SCALE 1" = 100'



PROJECT NO.	DATE
DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	1" = 100'
SHEET	1

REVISION	DATE

SITE PLAN

# **Azalea Park Ball Field Reconfiguration Project**

**City of  
BROOKINGS**  
808 EAST 1<sup>ST</sup>  
BROOKINGS, SD 57412  
ph. 541-469-2163 fax. 541-469-3650

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: City Recorder

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Transient Occupancy Tax Fund Allocation for Coastal Christmas Santa Event, Parade and Decorative Wreaths

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee: Motion to allocate a \$2,000 grant from Transient Occupancy Tax revenues to the Coastal Christmas Santa Event, Parade and Decorative Wreaths.

Financial Impact:

\$2,000 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

Background/Discussion:

Kathy Breshears, organizer of the Coastal Christmas event has requested funding in the amount of \$2,000 to fund the purchase of decorative wreaths and to fund costs associated with the parade and Santa event.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of September 14, 2017. At that meeting, TPAC recommended a grant of \$2,000 in TOT funding to the Coastal Christmas Event.

The City granted \$3,000 to Coastal Christmas in 2016. The event had a participation of approximately 360 people with no way of tracking if participants were from outside the area. The City granted \$5,000 in 2015 and \$1,500 in 2014.

Attachment(s):

- a. Proposal from Coastal Christmas

# Christmas Parade

Rec'd 8/1/17  
12

Event Title: Town Decorating & Santa Event Amount Requested \$2000<sup>00</sup>  
 Event Description: Decorating Chetco Ave - Parade and Santa Event  
Dec 9th.

Event Date/s: Decorating-Dec-2, 2017 - Jan 7<sup>th</sup> 2018 Parade Dec 9, 2017

Location: Chetco Ave and Oasis Park Location secured? Yes ☒ No ☐

Event Goals: TO make Brookings a festive place where people may  
want to stay & shop for longer and family fun event

Please explain how this event will  
be sustained after the first year:

Sponsors/Investors:

## Budget

Income			Expenses		
Fees Collected	\$		Facility/Venue Costs	\$	
Admissions	\$		Insurance	\$ 263 <sup>97</sup>	
Concessions	\$		Advertising	\$ 200	
	\$		Supplies	\$ 500	
	\$			\$	
	\$			\$1105.00	wreaths
TOTAL	\$		TOTAL	\$ 2092	

Methodology for evaluating events success in  
terms of bringing visitors to the Brookings area:

Contact Person: Kathy Breshears Phone: 541-412-0674  
 Organization: Coastal Christmas Elves Address: 17892 Rambow Rock Rd.


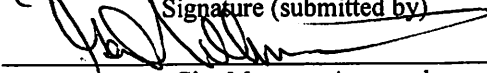
If more space is required please attach additional pages

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: City Recorder

  
Signature (submitted by)  
  
City Manager Approval

---

**Subject:** Transient Occupancy Tax Fund Allocation for the Travel & Adventure Show Promotion

**Recommended Motion:**

As recommended by the Tourism Promotion Advisory Committee: Motion to allocate not more than \$1,745 to participate in the Travel & Adventure Show Promotion.

**Financial Impact:**

\$1,745 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

**Background/Discussion:**

Staff was contacted by the organizers of the Travel and Adventure Shows inquiring about the City's interest in participating as a vendor. Staff was subsequently contacted by Carolyn Johnson of Curry County Economic Development indicating the County would be interested in pursuing participation in this event if other entities would consider a collaborative effort.

Gold Beach City Manager Jodi Fritts has participated in this event for several years and already possesses much of the necessary accoutrements to host a booth. She has indicated that Gold Beach would also consider collaborative participation.

With the three entities participating, at most, costs to the City of Brookings would be one third of the \$3,795 booth rental plus three nights' accommodations, totaling \$1,745. However, Curry County is also seeking participation from the City of Bandon and is exploring funding assistance through Oregon Coast Visitors Association. If these two entities get involved, costs to the City of Brookings would then decrease. At the time of this writing, it is unknown what their decision is.

On the other hand, if either Gold Beach or Curry County is unable to participate due to funding issues, then the City of Brookings will withdraw its participation as well.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of September 14, 2017. At that meeting, TPAC unanimously recommended allocating funds not to exceed \$1,745 from the TOT revenues to participate in the promotional event.

**Attachment(s):**

- a. Email and event media kit



## Teri Davis

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**Subject:** FW: 2018 Travel & Adventure Shows

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**From:** Bill McNeil [mailto:BMcNeil@unicomm.org]  
**Sent:** Wednesday, August 23, 2017 1:56 PM  
**To:** Teri Davis  
**Subject:** RE: 2018 Travel & Adventure Shows

Hi Teri,

Thank you for the quick reply! A 10'X10' booth space is **\$3,795** which includes the basic furnishings package (booth carpeting, 6' skirted table, 2 chairs, waste basket, id booth sign, show guide listing, 5 exhibitor badges). Corner Booths are an additional \$175 fee.

Best,  
Bill McNeil

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**From:** Bill McNeil [mailto:[BMcNeil@unicomm.org](mailto:BMcNeil@unicomm.org)]  
**Sent:** Wednesday, August 23, 2017 1:39 PM  
**To:** [tdavis@brookings.or.us](mailto:tdavis@brookings.or.us)  
**Subject:** 2018 Travel & Adventure Shows

Dear Teri,

I hope this message finds you well my name is Bill McNeil and I am the Sales Manager for The Travel and Adventure Shows. I was hoping to share some information with you about our events and learn more about your marketing goals to see if our shows can help you accomplish them. I was told you it is best to send you an email.

A bit about us our events are located in 8 major U.S. markets including Los Angeles, Chicago, the San Francisco/Bay Area, Dallas, San Diego, Philadelphia, Denver, and Washington, D.C.

Together, these events brought in over 151,000 consumer travelers and over 3,400 travel agents. By way of our proven multi-media marketing campaign, we provide our clients with the most qualified audience of frequent and active travelers. After 14 years and 76 events, we've come to see our exhibiting clients produce over \$2 billion (and counting!) in business as a direct result of their participation in our events.

The event takes place over 2 days in which you will have the opportunity to share your destination, product, and/or services with tens of thousands of qualified travel enthusiasts.

In addition, the Travel & Adventure Show is a great opportunity to increase your brand awareness and in-market exposure. Each show is attended by some of the industry's most well-known members of the travel media, all of whom are looking to network and find new trends to cover in their leading blogs, television programs, publications, and more.

**Below is the list of all of our upcoming travel shows for 2018: To see the 2017 Exhibitor report click on the desired show or shows!**

- [San Diego](#) – January 13-14, 2018 – (4th year) – 15,300 attendance in 2017
- [Washington, DC](#) – January 20-21, 2018 – (13th year) – 20,500 attendance in 2017
- [Chicago](#) – February 10-11, 2018 – (13th year) – 24,800 attendance in 2017
- [Bay Area](#) – February 17-18, 2018 – (7th year) – 20,000 attendance in 2017

- [Los Angeles](#) – February 24-25, 2018 – (12th year) – 35,600 attendance in 2017
- [Philadelphia](#) – March 10-11, 2018 – (3rd year) – 13,000 attendance in 2017
- [Dallas](#) – March 17-18, 2018 – (8th year) – 13,000 attendance in 2017
- [Denver](#) – March 24-25, 2018 - (2nd year) – 10,200 attendance in 2017

If you have some availability to discuss these events further on the phone I would be happy to schedule some time. If email is the preferred method of communication for you that is fine as well. Looking forward to hearing from you.

All the best,  
Bill McNeil



Bill McNeil / Sales Manager

Unicommm LLC. 284-C Quarry Road P.O. Box 5010 Milford, CT 06460  
Office: (203) 878 - 2577 x115 / Fax: (203) 878 - 2154  
<http://www.TravelShows.com>

Referrals Appreciated. [Click Here](#) for Incentives We Offer



The content of this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized.





# TRAVEL & ADVENTURE SHOW®

**SF/BAY AREA**

FEBRUARY 11-12, 2017

SANTA CLARA CONVENTION CENTER

[WWW.TRAVELSHOWS.COM](http://WWW.TRAVELSHOWS.COM)

## Results – Event Summary

NATIONAL MEDIA SPONSOR:



MAJOR SPONSOR:



SUPPORTING SPONSORS:



PHOTO BOOTH SPONSOR:



BROADCAST SPONSOR:



OFFICIAL NEWSPAPER:



PROMOTIONAL PARTNERS:



PRODUCED BY:



FIND US:



/TravelandAdventureShow



@TravAdventure



/TravAdventure



# 2017 SF/Bay Area Travel & Adventure Show

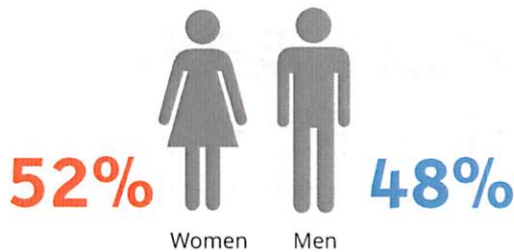
## Event Summary

**Event Summary:** Bay Area Travel & Adventure Show  
**Date:** February 11 & 12, 2017  
**Venue:** Santa Clara Convention Center  
**Location:** 5001 Great America Parkway  
 Santa Clara, CA 95050  
**Halls:** A, B, C, D - 108,000 sq. ft.

## Attendance Summary

	2017	2016
<b>Total Attendance:</b>	19,954	17,993
<b>Travel Trade:</b>	1,478	1,396
<b>Travel Agents:</b>	472	461
<b>Press:</b>	94	89

## Attendee Gender



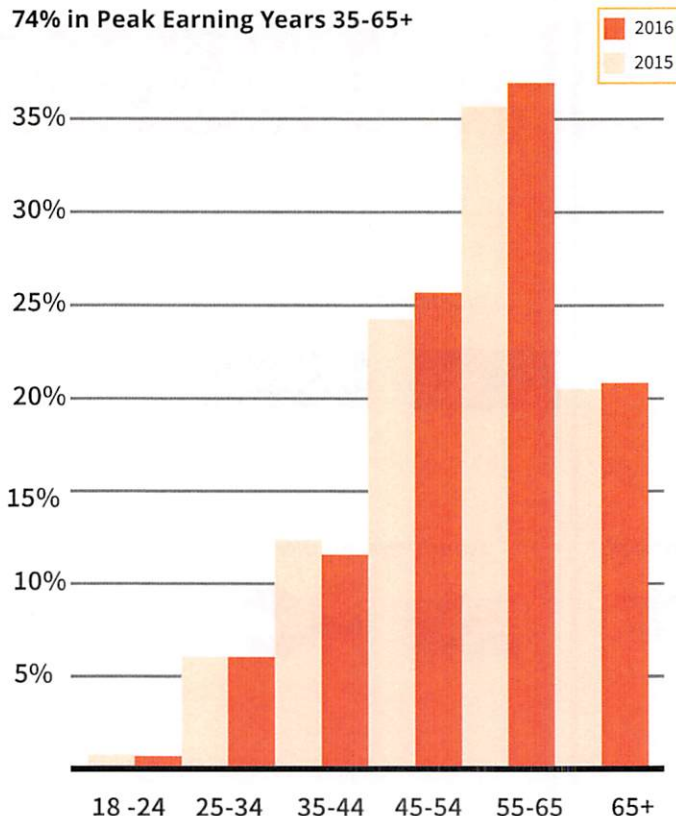
## Household Income (HHI)

72% Earn Over \$100,000 (4% Increase Over 2016)

<\$50k	\$50k - \$75k	\$75k - \$100k	\$100k - \$150k	\$150k+
3%	12%	17%	28%	40%

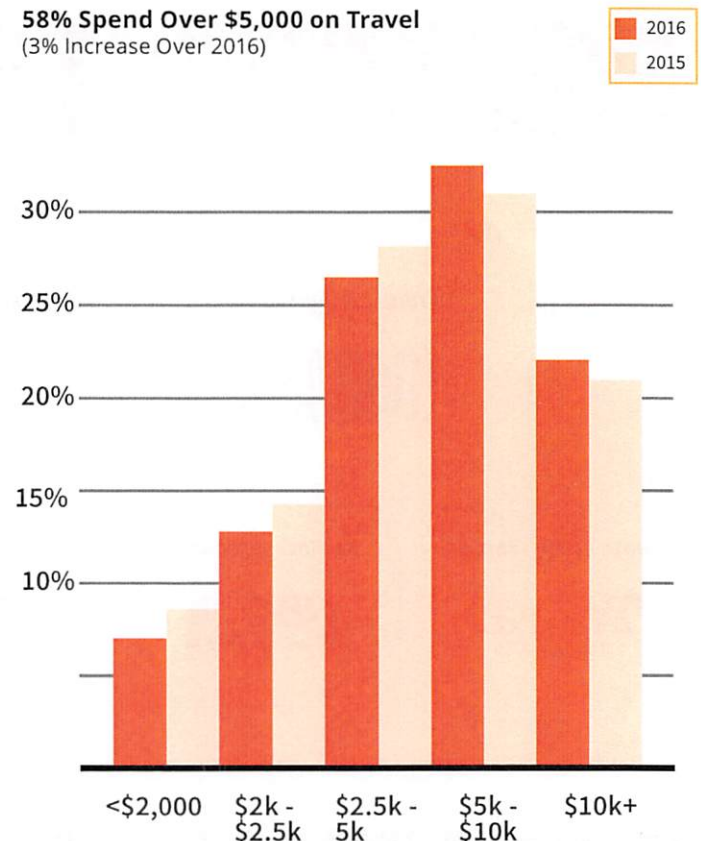
## Attendee Age

74% in Peak Earning Years 35-65+



## Travel Expenditure

58% Spend Over \$5,000 on Travel (3% Increase Over 2016)





# Headline Speakers / Stages

In 2017, the SF/Bay Area Travel & Adventure Show provided updated content, a new speaker lineup, and more actionable advice for attendees.

At the Travel Theater, celebrity travel experts Rick Steves, Peter Greenberg, Phil Keoghan, Johnny Jet and Patricia Schultz covered 2017 travel trends, booking tips and tricks, as well as inspiration for the 800 seat theater's audience.

At the Destination Theater, attendees received destination-specific advice during 9 intimate thirty-minute workshops. In addition to the Destination Theater, the Savvy Traveler Theater provided travel advice ranging from packing and technology tips, to maximizing reward and credit card points.

From a cultural perspective, attendees were able to get a hands-on "taste" for exotic destinations at the Taste of Travel Theater, which featured local chefs from the metro area on hand to provide cooking demonstrations and samples of cultural cuisines. Opposite the Taste of Travel Theater was the Global Beats Stage, which featured 19 dance performances representing countries from around the globe.

## Keynote Speakers Included:



### **Rick Steves**

*Travel Writer, Host of Rick Steves' Europe and Travel with Rick Steves, Europe Through the Back Door, presented "Europe Through The Back Door With Rick Steves."*



### **Phil Keoghan**

*Host/Co-Executive Producer, The Amazing Race & Author, No Opportunity Wasted*



### **Peter Greenberg**

*Emmy Award-Winning Investigative Reporter and Producer and CBS News Travel Editor*



### **Patricia Schultz**

*Bestselling Author, "1,000 Places to See Before You Die" and "1,000 Places to See in the USA & Canada Before You Die"*

**In addition to meeting with our vendors, attendees engaged in activities such as:**

- + Destination
- + Savvy Traveler Theater
- + Taste of Travel Theater
- + Global Beats Stage
- + Travel & Adventure Show "Taiwan Photo Booth"
- + The Climbing Rock Wall
- + Mammoth Lakes Big Fish
- + Lobby Entertainment provided by FIJI





# Promotion Summary

In 2017, a multi-faceted, proven marketing campaign was utilized to ensure that the optimal demographic was reached in the Bay Area. All together, the campaign generated over 46.5 million impressions across 6 different mediums, a 20.5 million impression increase over 2016.

## Broadcast Television

For the second year in a row, the Bay Area Event's Official Broadcast Partner was NBC. This two-week campaign generated about 7.3 million impressions, while secondary buy CBS produced an additional 10.3 million impressions, as well as a casting call for the Amazing Race.



## Radio

CBS Radio provided over 100 ads on both KCBS and KLLC, producing over 2.9 million impressions.



## Outdoor

We secured a strategic selection of boards in high-traffic areas throughout the Bay area generating nearly five million impressions.



## Digital Campaign

The Travel & Adventure Show invested in new technology that enables better analytics and therefore a more customized email and digital advertising campaign ensuring content was tailored to the specific interests of the recipient creating a more responsive program with greater efficacy.



## Unparalleled Media Coverage

With 6+ million impressions generated by extensive PR efforts, in-studio and on-site media coverage was at an all time high. With in-studio interviews on Hollywood Today with the San Diego Zoo, to on-site interviews with Marketing Director Jonathan Golicz, radio interviews with celebrity talent and sponsors, and Saturday and Sunday live-from-the-show-floor segments on Comcast, the Travel & Adventure Show reached viewers right before, and during, the event.



# Promotion Summary – Continued

## FACEBOOK:

Within one week leading up to, and including, the Bay Area event, The Travel & Adventure Show Facebook advertising campaign targeted Bay Area travelers, promoting event speakers, sponsors and exhibitors. These posts reached 387,000 users, while creating 483,000 unique impressions, drawing more attention to the event.



## TWITTER:

By engaging celebrity speakers, local and national bloggers and industry professionals, @TravAdventure created 73K impressions. The Bay Area hashtag, #BayAreaTravelShow, was used in over 200 posts by 150 users, reaching over 450,000 people and created over 750,000 impressions.



## INSTAGRAM:

The #BayAreaTravelShow reached over 60,000 Bay Area Instagram users and creating over 120,000 impressions. #BayAreaTravelShow was used in over 100 posts throughout the week by Bay Area Travel & Adventure Show attendees, resulting in over 3000 likes/ video views and 250 comments.



"We loved Rick Steves. It's so great getting ideas and being inspired." – Eric Acedo

"As a first-time exhibitor, it was exciting to see interest from those planning to visit Flagstaff soon." – Joanne Hudson, Route 66

"We like the vibe. The people are really happy." – Jodi Fritts, Gold Beach, Oregon

"This is fabulous! All the people are so fun to talk to. We love the variety." – Minda Amsbaugh

"It's always fun. I won a cookbook! This is my third time at the show and it's a great time every time." – Linda Chappo

"The show is great. There's lots of traffic." – Dusty Colyer-Worth, San Luis Obispo Chamber of Commerce





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FEBRUARY 17-18, 2018

## LOS ANGELES

FEBRUARY 24-25, 2018

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MARCH 17-18, 2018

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 @TravAdventure

 /TravAdventure




[illegible]

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: City Manager

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

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Subject: Airport Water Line Extension

Recommended Motion:

Motion to approve the Task Order for water line extension to the Brookings Airport in the amount of \$32,705 with McClennan Excavation, Inc.

Financial Impact:

City share of the project is \$6,660.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City Council approved entering into agreements with Curry County and Cal Ore Life Flight for a water main extension and fire hydrant to serve the Brookings Airport. The Council also authorized staff to solicit bids/quotes. Since McClennan was on site, as they were just completing the main airport project, Contract # 145.43, McClennan agreed to do the work at the same unit cost as the original proposal, staff chose to execute an addendum to the contract with a Task Order on 8/21/17. The project is now complete. The final construction is \$32,705. Engineering and survey costs were \$8,945. Council action is needed to approve the task order with McClennan for \$32,705.

Attachment(s):

- a. Task Order

# City of Brookings – Contract Task Order

Contract Title: Airport Infrastructure Improvements

Contractor: McLennan Excavation, Inc..

Contract #: 145.43 TO # 1 Project Manager: Richard Christensen

This Contract Task Order, described under the terms below, is made and entered into this  
21<sup>st</sup> day of August, 2017 by and between the City of Brookings,

hereinafter referred to as "City," and McLennan Excavation, Inc.

hereinafter referred to as "Contractor," with an effective date of August 21, 2017.

**The terms of this Task Order are to provide an 8" Airport Water Line Extension, per the attached Exhibit A.**

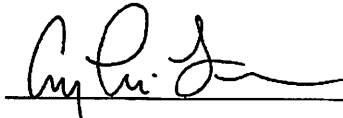
**Total fees not to exceed \$32,705**

Completion Date (if applicable) :

Sept. 20, 2017

McLennan Excavation

By:



Name:

Casey McLennan

Title:

President

Address:

PO Box 6837

Brookings, OR 97415

CITY OF BROOKINGS

By:



Name:

Gary Milliman

Title:

City Manager

Address:

898 Elk Drive

Brookings, OR 97415



## City of Brookings

### 8" Airport Water Line Extension - Cost Estimate

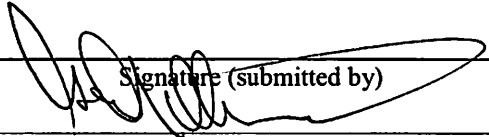
Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Const. Facility & Temp Control	LS	ALL	—	\$4,100
2	Demolition & Site Prep	LS	ALL	—	\$1,400
3	8" Waterline Class III Backfill	LF	200	\$50	\$10,000
4	6" Waterline Class III Backfill	LF	7	\$65	\$455
5	1" Water Service	LF	10	\$65	\$650
6	12" x 8" Reducer	EA	1	\$1,200	\$1,200
7	12" Foster Adapter	EA	1	\$700	\$700
8	8" x 6" Tee	EA	1	\$700	\$700
9	8" 22 1/2 Elbow	EA	1	\$500	\$500
10	8" 45 Elbow	EA	1	\$500	\$500
11	8" Plug	EA	1	\$400	\$400
12	8" Transition Coupling	EA	1	\$1,000	\$1,000
13	8" Foster Adapter	EA	2	\$400	\$800
14	6" Foster Adapter	EA	1	\$400	\$400
15	8" Gate Valve	EA	1	\$1,000	\$1,000
16	6" Gate Valve	EA	1	\$1,000	\$1,000
17	Fire Hydrant	EA	1	\$5,000	\$5,000
18	1" Water Service Connection	EA	2	\$700	\$1,400
19	1" Water Meter Assembly (Meter Provided by City)	EA	2	\$500	\$1,000
20	Landscaping	LS	ALL	—	\$500
Construction Total					\$32,705

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: Mayor

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

---


Subject: League of Oregon Cities Foundation

Recommended Motion:

Direction to staff.

Financial Impact:

At \$0.05 per capita, the amount of contribution would be \$327.50

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City has received a request from the League of Oregon Cities Foundation for a contribution of \$0.05 per capita or any other amount for use in developing a fund for City official scholarships to League workshops and conferences.

No funds are budgeted for this purpose. The City currently pays annual dues of \$4,820 to the League of Oregon Cities.

Attachment(s):

- a. Letter from League of Oregon Cities Foundation

# League of Oregon Cities Foundation

1201 Court St. NE, Suite 200 • Salem, Oregon 97301 • (503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863  
www.orecities.org



September 2017

Dear Mayor:

On behalf of the League of Oregon Cities Foundation, I am writing to your city to invite you to follow the lead of the many cities in Oregon who have contributed to the LOC Foundation over the past several years. Your support of the Foundation funds efforts such as conference and training scholarships that help the League to be the “go-to place for and about cities as a dynamic resource hub for advocacy, education and best practices.”

Having the opportunity for the largest and smallest cities to participate allows us all to speak with one voice. We are asking that you consider a donation in order to provide information and education to city officials across the state of Oregon. Our suggestion is that you consider a donation in an amount equal to **five cents per capita**, or any other amount your city can afford.

Your contribution should be written to the League of Oregon Cities Foundation and can be designated for our immediate scholarship use or to the Phillip W. Houk Scholarship fund which will be invested with the Oregon Community Foundation Trust, wherein the interest will be used for scholarships for attending the Oregon Mayors Association, the League of Oregon Cities Conference and/or the League training workshops.

Based on current funds available, the LOC Foundation Board has budgeted the following for FY 2017-18:

- \$1,200 – Scholarships for attending the Oregon Mayors Association Conference
- \$3,000 – Scholarships for attending the League of Oregon Cities Conference
- \$1,500 – Scholarships for League training workshop attendance

When making your donation to the LOC Foundation or the Phillip W. Houk Scholarship fund, please send your check to LOC Foundation, 1201 Court St. NE #200, Salem, OR 97301. The Foundation accepts tax-free donations from private parties as well if you would like to contribute individually.

Thank you for your consideration.

Sincerely,

Phillip W. Houk, President  
LOC Foundation Board

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

  
Signature (submitted by)

Originating Dept: Councilor Triglia

City Manager Approval

---

**Subject:** Resolution Declaring the City of Brookings a Welcoming and Inclusive City that Respects and Appreciates All Residents: Resolution 17-R-1122

**Recommended Motions:**

If the City Council wishes to approve this request:

Motion to adopt Resolution 17-R-1122 declaring the City of Brookings a welcoming and inclusive city that respects and appreciates all residents.

**Background/Discussion:**

This item was placed on the agenda by Councilor Dennis Triglia who also prepared the report.

In response to the national discussion on immigration, City Councilors may be aware that numerous Oregon communities (such as Woodburn, Salem, Tualatin, Newberg, Forest Grove, Cornelius, McMinnville and Monmouth) have been deliberating and adopting “inclusive city resolutions” by unanimous votes of their respective City Councils. (As an example, see the attached Resolution [Attachment A) adopted by unanimous vote of the Woodburn City Council on May 22, 2017, after which this resolution is modeled). As a result, Councilor Triglia is asking the City Council to adopt a resolution declaring the City of Brookings an Inclusive City.

In terms of immigration, it is critical that any inclusive city resolution contain the City’s commitment to comply with ORS 181A.820 (Attachment B), which prohibits Oregon governments from using public resources in the enforcement of federal immigration laws. From a public safety standpoint, it is critical that our residents know that they can report crimes and work with our police officers without fear of being deported simply because of their skin color or language skills.

In terms of hate crimes, Oregon has two primary criminal statutes that address hate crimes. Those statutes are: ORS 166.165 (Intimidation in the First Degree; Attachment C) and ORS 166.155 (Intimidation in the Second Degree; Attachment D). “Hate crimes can have a devastating impact on our community and families, but those instigating or subscribing to such crimes can promote further hate-based criminal activity and behavior. The damage done by hate crimes cannot be measured solely in terms of physical injury or monetarily. Hate crimes may effectively intimidate other members of the victim's community, leaving them feeling isolated, vulnerable and unprotected by the law. By making members of minority communities fearful, angry and suspicious of other groups- and the power structure that is supposed to protect them - these incidents can damage the fabric of our society and fragment communities.” (Quote from Woodburn, Oregon Chief of Police James C. Ferraris).

That being said, Police Chief Ferraris continues “The mere mention of a biased remark does not necessarily make an incident bias-motivated, any more than the absence of such a remark makes the incident a non-biased one. Using derogatory or defaming language, although often inappropriate, is probably not unlawful. If a person is a member of a protected class, and feels they have been a victim of intimidation, it is important to understand that law enforcement officers must use probable cause standards to determine if the perpetrator's actions were motivated by bias. The perception of the victim is not sufficient to meet the burden of proof as required by law. In many cases, non-criminal bias incidents are best resolved in a civil court environment.”

The purpose of this resolution is to reaffirm the City’s commitment to providing municipal services in a discrimination-free, respectful, legal and safe manner to all members of our community. In addition, the purpose of the resolution is to encourage residents, regardless of their status or origin, to feel safe when using local government services and interacting with members of the Brookings Police Department.

Attachment(s):

- a. “Inclusive City” Resolution adopted by City of Woodburn City Council on May 22, 2017
- b. ORS 181A.820
- c. ORS 166.165
- d. ORS 166.155
- e. Press Release “Relationships Build Trust” written by Woodburn Chief of Police
- f. Woodburn Independent May 24, 2017 article regarding the City of Woodburn’s adoption of Inclusive City Resolution
- g. Associated Press article regarding the City of Salem’s approval of Inclusive City Resolution (Feb 28, 2017)
- h. City of Tualatin Inclusive City Resolution adopted May 22, 2017
- i. Article regarding the City of Newberg’s approval of Inclusive City Resolution dated March 15, 2017
- j. City of Wilsonville Inclusive City Resolution adopted May 1, 2017
- k. City of McMinnville Inclusive City Resolution adopted January 10, 2017
- l. City of Monmouth Inclusive City Resolution adopted April 4, 2017
- m. Proposed City of Brookings Resolution 17-R-1122

**COUNCIL BILL NO. 3033**

**RESOLUTION NO. 2095**

**A RESOLUTION DECLARING THE CITY OF WOODBURN A WELCOMING AND INCLUSIVE CITY THAT RESPECTS AND APPRECIATES ALL RESIDENTS**

**WHEREAS**, the Woodburn City Council has asked the Woodburn Global Inclusion Advisory Committee to draft and present a statement of inclusivity that will represent the City of Woodburn; and

**WHEREAS**, Woodburn serves as an example of the American Dream, where people from around the world have located to enjoy freedom, entrepreneurship, employment, safety and the right to participate in family and civic life, to be valued and empowered both as private individuals and as community members; and

**WHEREAS**, Woodburn's rich history of racial and cultural diversity, acceptance of all people, and caring for others has enhanced and strengthened our economy, educational systems, public safety, understanding, community identity and quality of life; and

**WHEREAS**, Woodburn recognizes persons of all races, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status collectively contribute to the health, well-being, economy and the general welfare of the City of Woodburn; and

**WHEREAS**, The City acknowledges that all Woodburn residents are valuable and important members of our community as members of our families, our neighbors, workers and taxpayers; and

**WHEREAS**, the City of Woodburn recognizes the inherent worth and dignity of all persons and believes all should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, or age, economic status; and

**WHEREAS**, discrimination against any group of persons can negatively impact health, well-being and the general welfare of the City of Woodburn by creating community disengagement, diminished economic and educational opportunities, increased stigmatization, and diminished physical, mental and emotional health; and

**WHEREAS**, the City of Woodburn has, and will continue to, encourage all Woodburn residents to thrive and advance in all aspects of community life including education, employment, recreation, community service and civic involvement without fear of discrimination; and

**WHEREAS**, in keeping with the City Council's commitment to fairness and equity, Woodburn hereby reaffirms its commitment to social equality and justice;  
**NOW, THEREFORE**,

**THE CITY OF WOODBURN RESOLVES AS FOLLOWS:**

**Section 1.** The City of Woodburn is an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status.

**Section 2.** Pursuant to Oregon state law, the City is prohibited from using City funds, personnel, and/or equipment for the enforcement of federal immigration laws. Nothing in this section shall be construed to prohibit City staff from complying with a lawfully issued warrant.

**Section 3.** Pursuant to Oregon state law, City services shall be provided regardless of immigration status. City staff will not inquire into an individual's immigration status as a condition of providing City services.

**Section 4.** The City desires that all of its residents feel safe to utilize all City owned or sponsored facilities, including parks, library, the Aquatic Center, and Woodburn's Transit facilities without fear of discrimination.

**Section 5.** The Woodburn City Council encourages all Woodburn residents to unite and work together to promote kindness and understanding in our community, rejecting hatred, bigotry, and divisiveness, as this community strives to protect the freedoms held dear and granted to all by the United States Constitution.

**Section 6.** While this City Council may pass this inclusivity resolution in the hope that it is inspirational, the only true measure of its success will be in how all members of our community elect to treat each other day in and day out.

Approved as to Form: \_\_\_\_\_  
City Attorney Date

APPROVED: \_\_\_\_\_  
Kathryn Figley, Mayor

Passed by the Council \_\_\_\_\_  
Submitted to the Mayor \_\_\_\_\_  
Approved by the Mayor \_\_\_\_\_  
Filed in the Office of the Recorder \_\_\_\_\_



## Attachment B

# 2015 ORS 181A.820<sup>1</sup>

## Enforcement of federal immigration laws

(1) No law enforcement agency of the State of Oregon or of any political subdivision of the state shall use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws.

(2) Notwithstanding subsection (1) of this section, a law enforcement agency may exchange information with the United States Bureau of Immigration and Customs Enforcement, the United States Bureau of Citizenship and Immigration Services and the United States Bureau of Customs and Border Protection in order to:

(a) Verify the immigration status of a person if the person is arrested for any criminal offense; **or**

(b) Request criminal investigation information with reference to persons named in records of the United States Bureau of Immigration and Customs Enforcement, the United States Bureau of Citizenship and Immigration Services or the United States Bureau of Customs and Border Protection.

(3) Notwithstanding subsection (1) of this section, a law enforcement agency may arrest any person who:

(a) Is charged by the United States with a criminal violation of federal immigration laws under Title II of the Immigration and Nationality Act or 18 U.S.C. 1015, 1422 to 1429 or 1505; **and**

(b) Is subject to arrest for the crime pursuant to a warrant of arrest issued by a federal magistrate.

(4) For purposes of subsection (1) of this section, the Bureau of Labor and Industries is not a law enforcement agency.

(5) As used in this section, "warrant of arrest" has the meaning given that term in ORS 131.005 (General definitions). [Formerly 181.850]

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 181A—State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security Services*, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors181A.html](https://www.oregonlegislature.gov/bills_laws/ors/ors181A.html) (2015) (last accessed Jul. 16, 2016).

## 2015 ORS 166.165<sup>1</sup>

### Intimidation in the first degree

**(1)**Two or more persons acting together commit the crime of intimidation in the first degree, if the persons:

**(a)(A)** Intentionally, knowingly or recklessly cause physical injury to another person because of the actors' perception of that person's race, color, religion, sexual orientation, disability or national origin; **or**

**(B)**With criminal negligence cause physical injury to another person by means of a deadly weapon because of the actors' perception of that person's race, color, religion, sexual orientation, disability or national origin;

**(b)**Intentionally, because of the actors' perception of another person's race, color, religion, sexual orientation, disability or national origin, place another person in fear of imminent serious physical injury; **or**

**(c)**Commit such acts as would constitute the crime of intimidation in the second degree, if undertaken by one person acting alone.

**(2)**Intimidation in the first degree is a Class C felony. [1981 c.785 §2; 1983 c.521 §2; 1989 c.1029 §2; 1993 c.332 §1; 1995 c.79 §53; 1997 c.249 §50; 2007 c.100 §19; 2011 c.421 §2]

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 166—Offenses Against Public Order; Firearms and Other Weapons; Racketeering*, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors166.html](https://www.oregonlegislature.gov/bills_laws/ors/ors166.html) (2015) (last accessed Jul. 16, 2016).

## 2015 ORS 166.155<sup>1</sup>

### Intimidation in the second degree

**(1)**A person commits the crime of intimidation in the second degree if the person:

**(a)**Tampers or interferes with property, having no right to do so nor reasonable ground to believe that the person has such right, with the intent to cause substantial inconvenience to another because of the person's perception of the other's race, color, religion, sexual orientation, disability or national origin;

**(b)**Intentionally subjects another to offensive physical contact because of the person's perception of the other's race, color, religion, sexual orientation, disability or national origin; **or**

**(c)**Intentionally, because of the person's perception of race, color, religion, sexual orientation, disability or national origin of another or of a member of the other's family, subjects the other person to alarm by threatening:

**(A)**To inflict serious physical injury upon or to commit a felony affecting the other person, or a member of the person's family; **or**

**(B)**To cause substantial damage to the property of the other person or of a member of the other person's family.

**(2)**Intimidation in the second degree is a Class A misdemeanor.

**(3)**For purposes of this section, "property" means any tangible personal property or real property. [1981 c.785 §1; 1983 c.521 §1; 1989 c.1029 §1; 2007 c.100 §18; 2011 c.421 §1]

<sup>1</sup> Legislative Counsel Committee, *CHAPTER 166—Offenses Against Public Order; Firearms and Other Weapons; Racketeering*, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors166.html](https://www.oregonlegislature.gov/bills_laws/ors/ors166.html) (2015) (last accessed Jul. 16, 2016).

## Attachment E

# Chief's Editorial: Relationships Build Trust

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Tuesday, 09/12/2017

Chief of Police James C. Ferraris; Woodburn Police Department



The recent decision by the federal government to end DACA causes me to once again reflect on the relationship between our immigrant communities and local law enforcement. As I am out and about in the greater Woodburn community, I hear of continued confusion, fear and mistrust of government among immigrant communities.

Critical to our mission as local police officers is the notion that people in our community, particularly our immigrant communities trust us and not fear us. Trust cultivates an environment of cooperation with victims and witnesses of crime, cooperation that we desperately need to keep our community safe. The on-going controversies surrounding immigration issues in our country unfortunately plays counter to that mission, resulting in emotions encouraging fear - not trust - stifling any such cooperation.

Oregon law, which we follow and enforce, guides us in our daily work of keeping our community safe. ORS 181A.820 helps reinforce the goal of mutual trust and respect between local law enforcement and immigrant communities. This Oregon law specifically prohibits local law enforcement from engaging solely in administrative immigration matters. The statute does however, allow for local law enforcement involvement in immigration matters when circumstances of a crime are present, including a person subject to arrest pursuant to a warrant issued by a federal magistrate. The decisions surrounding immigration policy and its future are mired in politics well beyond the reach of local law enforcement. What is within the reach of both local law enforcement and our immigrant communities are opportunities to continue fostering mutual trust and respect. Now is the time for us to come together and work hard to overcome any fear and mistrust of local law enforcement. We can do this together through building and maintaining positive relationships, being transparent, practicing the tenets of police legitimacy and procedural justice, and working in partnership to keep our community a safe place to live, work and visit.

# Woodburn City Council approves inclusive city resolution

Julia Comnes

Wednesday, May 24, 2017

Resolution focuses on city's commitment to respecting all residents; does not make Woodburn a 'sanctuary city'



INDEPENDENT FILE PHOTO - In March, protesters rallied against recent Immigrations and Customs Enforcement activity in Woodburn. The inclusive city resolution passed by the Woodburn City Council on May 22 focuses on the city's commitment to respecting all residents and does not include any intention to resist immigration enforcement.

The Woodburn City Council unanimously approved a resolution Monday night that declares the City of Woodburn a welcoming and inclusive city regardless of a resident's race, national origin, immigration or refugee status, religion, sexual orientation, gender and age, among other categories. [The resolution](#), drafted by the Global Inclusion Advisory Committee upon the City Council's recommendation, would not change the way the Woodburn Police Department enforces laws or the way the city conducts business. But Mayor Kathy Figley, who sits on the Global Inclusion Advisory

Committee, said the resolution was a priority to show members of the community that all residents are welcome to access city services.

"A lot of the impulse (to draft the resolution) had to do with just the uptick of hate language, and in some areas hate crimes. Some people just feel being mean to people or hateful to people is somehow now OK because the president said it when he was out campaigning," Figley said. "We really started with the consensus that it's not OK and we feel like we need to say it's not OK."

The resolution focuses on the city's commitment to value all members of the community, its desire that all residents feel safe to utilize all city-owned facilities, and its policy that city staff not inquire into an individual's immigration status as a condition of providing city services.

"The inclusive city resolution is one more step in communicating with our residents that they are important, they are valued and they do have access to city services," said Jim Row, assistant city administrator. "We want them to participate in civic affairs."

The city has made clear that the resolution is not a "sanctuary city" resolution, which some cities have passed in recent months. The Portland City Council passed such a resolution in March.

Oregon already requires local law enforcement not to utilize personnel, equipment or monies for the purpose of enforcing federal immigration law. However, state law still allows law enforcement agencies to exchange information with the U.S. Bureau of Immigration of Customs Enforcement and other federal agencies. In addition, local law enforcement agencies may arrest someone charged with a criminal violation of federal immigration laws or who has a warrant out for their arrest from federal immigration agencies.

The inclusive city resolution contains the text from [ORS 181A.820](#), which is the Oregon law that addresses local enforcement of federal immigration laws, and a [letter from Woodburn Police Chief Jim Ferraris](#) that was distributed to newspapers soon after the inauguration that addresses hate crimes and immigration fears.

In Oregon, sanctuary city resolutions typically declare a city's unwillingness to cooperate with ICE. The Woodburn inclusive city resolution makes no such declaration.

"A sanctuary city resolution (is) essentially kind of thumbing your nose at the federal government and indicating a desire to obstruct their ability to enforce federal immigration laws. This is not about that," Row said. "This is reaffirming the city's commitment to ensure that all residents have access to city services and the ability to participate in the activities of the city and city life."

Figley said the city will continue to cooperate with ICE pursuant to Oregon state law.

"We're going to adhere to Oregon statutes," Figley said. "This is an instance in which we are obeying state law. And it's certainly not that we never cooperate with ICE. ... We have certainly detained individuals who ICE was interested in, although we detained them for other reasons."

Figley said another reason the city did not draft a sanctuary city resolution is that the city can't guarantee every citizen will be safe.

"In all conscience, I can't tell people you're safe if I don't know you're safe," Figley said. "I'd like you to be, we'll try to have your back if God forbid you're detained, we'll try to be sure you get good representation. (But) we can't tell you you'll be safe."

The resolution, though coming months [after ICE activity in Woodburn](#), is still an important commitment to residents, Figley said.

"I think as the summer goes on and you have everything from summer activities and the different festivals and whatnot, you don't want people to stay home, especially from something they'd enjoy," Figley said.

*Julia Comnes covers all things Woodburn. She can be reached at 503-765-1195 or [jcomnes@woodburnindependent.com](mailto:jcomnes@woodburnindependent.com).*



## Attachment G

# Salem Approves 'Inclusive City' Resolution

**The Salem City Council has unanimously approved a resolution declaring Oregon's capital an "inclusive city."**

Feb. 28, 2017, at 11:14 a.m.

Salem Approves 'Inclusive City' Resolution

**AP**

SALEM, Ore. (AP) — The Salem City Council has unanimously approved a resolution declaring Oregon's capital an "inclusive city."

Under the resolution approved Monday night Salem would not allow city resources to be used to enforce federal immigration law.

The resolution brought forth by Councilor Tom Andersen resembled the idea of sanctuary cities, which have come into the spotlight following the election of President Donald Trump, who has said he might target federal aid to cities that help shield people in the country illegally.

The Statesman reports (<http://stjr.nl/2lttjdX>) the move by Salem was largely symbolic, as Oregon law right now prohibits state resources being used to enforce federal immigration law.

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RESOLUTION NO. 5319-17

DECLARING THE CITY OF TUALATIN AN INCLUSIVE CITY

WHEREAS, the City of Tualatin is committed to being an inclusive city for all individuals and is a community that accepts everyone, regardless of a person's race, ethnicity, place of origin, or religion; and

WHEREAS, all people within the city need to feel safe to contact local law enforcement or city government and to be able to access critical public safety services without fear; and

WHEREAS, the City of Tualatin is committed to ensuring that the provision of services and benefits by the City shall not be conditioned upon a community member's federal immigration status, except as required by law;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

**Section 1.** We declare the City of Tualatin as an Inclusive City, as a statement of unity for our community, that embraces, celebrates, and welcomes its immigrant and refugee residents and recognizes their contributions to the collective prosperity of all residents of the City of Tualatin.

**Section 2.** We declare that the City of Tualatin adheres to Oregon Revised Statue 181A.820, which prohibits any law enforcement agency in the State of Oregon from using any resources (money, equipment, or personnel) "for the purpose of detecting or apprehending persons whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of federal immigration laws".

**Section 3.** This resolution is intended to be consistent with federal and state law, including 8 U.S.C. § 1373 and 1644.

Adopted by the City Council this 22<sup>nd</sup> Day of May, 2017.

APPROVED AS TO FORM

BY \_\_\_\_\_  
City Attorney

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder

## Attachment I

### The Newberg Graphic

# Council OKs 'inclusive city' resolution

Aaron Knapp

Wednesday, March 15, 2017

The Newberg City Council approved a resolution last week that declares Newberg to be an "inclusive city," after councilors heard more than an hour of public testimony in support of the measure.

Before the 6-0 vote in favor of the resolution March 6, City Manager Joe Hannan advised the council that the designation, a hybrid of numerous proposals, reiterates existing state law that city employees already follow while offering undocumented residents and their families a small — if largely symbolic — assurance that city staff and police will not enforce federal immigration rules.

Concluding public testimony, Isaura Peña, a Newberg resident and staff member with Unidos Bridging Community, said the resolution is not about the legal debate going on throughout the country, but a symbolic gesture for worried residents.

"It's a sign of solidarity for the parents of our city, it's a sign of acceptance to our neighbors and friends, it's a symbolic 'thank you' to those who work in our city, and it's a sign of hope for our children and our youth," she said. "As a member of our community I urge you all to support this resolution and publicly stand against hate with our neighbors and friends."

The move comes in wake of plans from President Donald Trump's administration to build a wall on the border with Mexico and more zealously enforce immigration law, as well as threats to withhold federal funds from communities that designate themselves as a "sanctuary" for those in the country illegally.

In spite of this, many cities across the country — including Portland, Beaverton and more recently Hillsboro — have adopted that designation, approving language that prohibits local staff and police from enforcing federal immigration laws. Other cities, such as McMinnville and Salem, have approved "inclusive city" resolutions.

Staff with Unidos Bridging Community, the Yamhill County group that lobbied McMinnville and Newberg with support from Councilor Denise Bacon to adopt inclusive city resolutions, have previously said the term inclusive has a connotation that better resembles what a city can offer as opposed to the physical protection implied by the word sanctuary.

Oregon already has a longstanding law that forbids employees of the state or any political subdivision within it, like cities, from enforcing federal immigration laws, which some perceive as making all of Oregon a sanctuary state. This has prompted concerns that federal funding is in jeopardy for all communities in the state, especially with the Trump administration's plan to put \$1 trillion into the country's infrastructure.

However, Hannan said members of Oregon's congressional delegation have assured that there have been no proposals detailing how the administration might punish sanctuary cities, and, even if there were, those would have to be approved by Congress and likely have to withstand scrutiny from the judicial system.

Hannan said the city has never been called on by the federal officials to assist in immigration enforcement and such requests are unlikely, but even tacitly leaving open that possibility may dissuade some residents from approaching local police with concerns.

"One of the things that we want to make very clear is to have people feel comfortable in town, that they can come to law enforcement, because that's very critical for us," he said.

In addition to Peña, the council heard from residents, business owners in both English and Spanish as well as local pastors, such as Leslie Murray of North Valley Friends Church. Some of the testimony included volunteers reading aloud statements written by people too nervous to come to the meeting — the council commended some in the audience who attended as part of a citizenship class.

During the council's debate on the resolution, several councilors took issue with aspects of the wording, especially concern that the hybrid resolution accomplishes all that Unidos wanted its original proposal to achieve.

Councilor Stephen McKinney called for someone in the audience — Unidos volunteer Cherice Bock stepped forward — to speak directly to this issue. Gently calling attention to the lack of diversity on the council, she reminded councilors of the fear expressed during public testimony and noted that their goal was to address a "breakdown in communication" regarding state law.

"We are not asking the city to do something that is against the law. We are asking for the law to be upheld in ways that are empathetic and loving and keep families together as much as possible," she said, adding that the goal is to ensure that community services are extended to these residents.

McKinney was the sole councilor not to vote for the resolution, opting to abstain over concerns that the resolution was provided to councilors just hours before the meeting started and there had not been time to adequately debate the finer points of the language. He noted that he had been inundated with calls and questions regarding this resolution from some in favor and some opposed, though none of those detractors gave input at the meeting.

"It is symbolic, but in terms of the process ... it deeply distresses me that something of this importance comes to us at 3:02 in the afternoon," McKinney said. "I will not be voting for or against this major because of this is at best a flawed process here."

While agreeing that the resolution arrived late, Councilor Patrick Johnson countered that they had all known this resolution was coming for weeks. Given several recent public hearings where residents testified, did not get their way and questioned the value of testifying at all, he worried about alienating more residents if the council were to put off voting for a resolution that is fairly straight forward.

"We have definitive criteria we have to follow, we have a resolution saying 'hey, we're going to follow it' and we have a whole bunch of people in this room here testifying saying 'hey, follow the law.' It's a slam dunk," Johnson said. "If we take all this testimony and all these folks who took time to come out tonight and turn them away ... I just worry about the erosion of that public trust."

Mayor Bob Andrews acknowledged his own concerns with some of the wording, but noted "I don't think we're providing a sanctuary. We're saying our arms are open, okay, our arms are open and our hearts are open."

At his announcement that the resolution was approved 6-0, the audience of at least 60 people applauded and cheered before filing out of the room. The resolution took effect immediately after it was passed.

## **RESOLUTION NO. 2626**

### **A RESOLUTION DECLARING THE CITY OF WILSONVILLE A WELCOMING AND INCLUSIVE CITY**

WHEREAS, the City of Wilsonville has and will continue to encourage all Wilsonville residents to thrive and advance in all aspects of community life, including education, employment, recreation, City services, and community involvement; and

WHEREAS, persons of all races, color, national origin, immigration or refugee status, religion, sex, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status all collectively contribute to the health, well-being, economy, and general welfare of the Wilsonville community as families, neighbors, workers, and taxpayers; and

WHEREAS, discrimination against any group of persons can negatively impact the health, well-being, and general welfare of the City by leading to community disengagement, diminished economic and educational opportunities, increased stigmatization, and diminished physical, mental, and emotional health; and

WHEREAS, the City recognizes the inherent worth and dignity of all persons and believes all should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status; and

WHEREAS, the City Council has received a significant amount of public testimony expressing concern that recent changes to federal immigration policies are generating fear and anxiety among members of the City's diverse communities; and

WHEREAS, in keeping with the City's commitment to fairness and equity, as recently expressed in the January 5, 2017 Martin Luther King Jr. Day Proclamation, Wilsonville hereby reaffirms a strong commitment to social equality and justice;

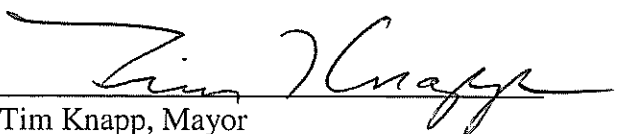
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville is an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture,

religion, sex, gender, gender identity, sexual orientation, marital status, mental and/or physical ability, age, or economic status.

2. The City will continue, in a manner consistent with the laws of the United States of America, the State of Oregon, and the City of Wilsonville, to prohibit the use of City funds, personnel, and/or equipment for the enforcement of federal immigration laws. This Resolution shall be interpreted and executed in a manner consistent with ORS 181A.820 and with 8 U.S.C. §§ 1373 and 1644. In the event this Resolution directly conflicts with either state or federal law, such directly conflicting state or federal law must control.
3. The City of Wilsonville will ensure all City services are provided regardless of immigration status. Further, City staff will not ask for or otherwise seek out an individual's immigration status as a condition of providing City services, unless the provision of such services has a legal requirement to obtain such information.
4. The City desires that all of its residents feel safe to utilize all City-owned or sponsored facilities, including the parks, Community Center, library, and SMART transit, without fear of discrimination or federal immigration enforcement or detention.
5. The Wilsonville City Council encourages all Wilsonville residents to unite and work together to promote kindness and understanding in our shared community, rejecting hatred, bigotry, and divisiveness, as this community strives to protect the freedoms held dear and granted to all by the United States Constitution. While this City Council may pass this inclusivity resolution in the hope that it is inspirational, the only true measure of its success will be in how all members of the community elect to treat each other day in and day out.
6. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 1st day of May, 2017, and filed with the Wilsonville City Recorder this date.

  
Tim Knapp, Mayor

ATTEST:

  
Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Starr	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor Akervall	Yes



## RESOLUTION NO. 2017-03

A Resolution to declare the City of McMinnville as an Inclusive City for all persons, regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional and physical ability, age, or economic status.

### RECITALS:

Persons of all races, colors, national origins, immigration or refugee status, religions, sexes, gender identities (including gender expression), sexual orientations, disabilities, ages, or economic status have contributed to the health, well-being, and general welfare of the City as families, neighbors, workers and taxpayers.

Inclusion and integration of all residents is a vital concern for the general welfare of the City in all respects, and discrimination based on the race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional, and physical ability, age, or economic status of any person is against the public policy of the City.

Chronic discrimination against any group of persons can negatively impact the health, well-being and general welfare of the City by leading to community disengagement, diminished economic and educational opportunities, increased stigmatization, diminished physical, mental and emotional health.

Promotion of health, well-being, and general welfare are core obligations of the City, and the City's ongoing prosperity requires harnessing all available labor, skills, and ideas to grow the City's economy and expand opportunities.

The City recognizes the inherent worth and dignity of all persons, who should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional, and physical ability, age, or economic status.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The City of McMinnville is an Inclusive City that embraces, celebrates, and welcomes the collective contributions to the prosperity of the City of all persons regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional and physical ability, age, or economic status.
2. Consistent with the laws of the State of Oregon and the Charter of the City of McMinnville, the use of City funds, personnel or equipment for the enforcement of federal immigration law is prohibited.
3. The provision of services or benefits by the City shall not be conditioned upon a resident's race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional, and physical ability, age, or economic status.
4. This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 10<sup>th</sup> day of January, 2017 by the following votes:

Ayes: Drabkin, Garvin, Jeffries, Menke, Stassens, Ruden

Nays: \_\_\_\_\_

Approved this 10<sup>th</sup> day of January, 2017.



MAYOR

Approved as to form:



CITY ATTORNEY

CITY OF MONMOUTH, COUNTY OF POLK

STATE OF OREGON

Resolution Declaring the City of Monmouth        )  
an Inclusive City    )

RESOLUTION NO. 1833

WHEREAS, the City of Monmouth is a diverse community, including diversity among its residents in race, ethnicity, religion, socioeconomic status, age, sexual orientation, gender and gender identification, national origin or perceived national origin, immigrant and refugee status, veteran status and disability; and

WHEREAS, all members of the community who choose to live in Monmouth peacefully have the right to be treated fairly and to live their lives with dignity, free from discrimination or disparate treatment; and

WHEREAS, the City of Monmouth recognizes that the best way to engage all members of our diverse community with local government is through trusting relationships built upon mutual respect and understanding; and

WHEREAS, the City of Monmouth understands that a healthy city is one in which all members of the community have an equity-based opportunity to access city services, participate in the public process and feel safe and welcome in their community; and

WHEREAS, the City of Monmouth is committed to being proactive in practicing equality in city practices and governance through its actions, processes and decisions; and

WHEREAS, in the City of Monmouth, elected officials recognize their duty to serve all members of the community, protect their basic human rights, and ensure their safety and well-being; and

WHEREAS, inclusion and integration of all residents of the City is a vital concern for the general welfare of the City in all respects; and

WHEREAS, discrimination based on race, ethnicity, religion, socioeconomic status, age, sexual orientation, gender and gender identification, national origin or perceived national origin, immigrant and refugee status, veteran status and disability is a fact of life for many people in Oregon; and

WHEREAS, discrimination leads to community disengagement, diminished opportunities for integration, increased stigmatization, greater incidents of health morbidity; and

WHEREAS, discrimination negatively impacts local economic activity; and

WHEREAS, the promotion of health, well-being, and general welfare are core obligations of the City; and

WHEREAS, prosperity requires harnessing all the City's available labor, skills, and ideas to grow the City's economy and expand opportunities;

WHEREAS, with regard to immigration status, in particular, under the United States constitution, the immigration power to exclude and deport is reserved exclusively to the national government; and

WHEREAS, the use of City funds, personnel and equipment for the enforcement of federal immigration law is prohibited in accordance with the provisions of state law, ORS 181A. 820;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONMOUTH:

Section 1. That the City of Monmouth is an Inclusive City that embraces, celebrates, and welcomes all people without regard to race, ethnicity, religion, socioeconomic status, age, sexual orientation, gender and gender identification, national origin or perceived national origin, immigrant and refugee status, veteran status or disability.

Section 2. That the City Council of the City of Monmouth is committed to standing together with the people of Monmouth in opposing acts of intolerance committed against community members.

Section 3. That the provision of services or benefits by the City shall not be conditioned upon any resident's federal immigration status, except as required by federal or State law, or upon their race, ethnicity, religion, socioeconomic status, age, sexual orientation, gender and gender identification, national origin or perceived national origin, veteran status or disability.

Adopted and approved by the City Council  
and signed by the Mayor:  
April 4, 2017.

Attest:

\_\_\_\_\_  
Steven V. Milligan, Mayor

\_\_\_\_\_  
Phyllis L. Bolman, City Recorder

**CITY OF BROOKINGS**  
**STATE OF OREGON**

**RESOLUTION 17-R-1122**

**A RESOLUTION OF THE CITY OF BROOKINGS DECLARING THE CITY OF BROOKINGS A WELCOMING AND INCLUSIVE CITY THAT RESPECTS AND APPRECIATES ALL RESIDENTS**

**WHEREAS**, Brookings serves as an example of the American Dream, where people from around the world have located to enjoy freedom, entrepreneurship, employment, safety and the right to participate in family and civic life, to be valued and empowered both as private individuals and as community members; and

**WHEREAS**, Brookings' history of acceptance of all people, and caring for others has enhanced and strengthened our economy, educational systems, public safety, understanding, community identity and quality of life; and

**WHEREAS**, Brookings recognizes persons of all races, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender, gender identity, sexual orientation, marital status, mental, emotional, and/or physical ability, age, or economic status collectively contribute to the health, well-being, economy and the general welfare of the City of Brookings; and

**WHEREAS**, The City acknowledges that all Brookings residents are valuable and important members of our community as members of our families, our neighbors, workers and taxpayers; and

**WHEREAS**, the City of Brookings recognizes the inherent worth and dignity of all persons and believes all should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity, sexual orientation, marital status, veteran status, mental, emotional, and/or physical ability, or age, economic status; and

**WHEREAS**, discrimination against any group of persons can negatively impact health, well-being and the general welfare of the City of Brookings by creating community disengagement, diminished economic and educational opportunities, increased stigmatization, and diminished physical, mental and emotional health; and

**WHEREAS**, the City of Brookings has, and will continue to, encourage all Brookings residents to thrive and advance in all aspects of community life including education, employment, recreation, community service and civic involvement without fear of discrimination; and

**WHEREAS**, our community members have demonstrated their resiliency, selfless generosity, aptitude, and respect by assisting those in need during the Chetco Bar Fire emergency regardless of ideological differences; and



**WHEREAS**, in keeping with the City Council's commitment to fairness and equity, Brookings hereby reaffirms its commitment to social equality and justice;

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Brookings, Curry County, Oregon, that

**SECTION 1.** The City of Brookings is an inclusive City that has and will continue to welcome the collective contributions of all persons, honoring and respecting people of every race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender, gender identity, sexual orientation, marital status, veteran status, mental, emotional, and/or physical ability, age, or economic status.

**SECTION 2.** Pursuant to Oregon state law, the City is prohibited from using City funds, personnel, and/or equipment for the enforcement of federal immigration laws. Nothing in this section shall be construed to prohibit City staff from complying with a lawfully issued warrant.

**SECTION 3.** Pursuant to Oregon state law, City services shall be provided regardless of immigration status. City staff will not inquire into an individual's immigration status as a condition of providing City services.

**SECTION 4.** The City desires that all of its residents feel safe to utilize all City-owned or sponsored facilities, including parks, library, golf course, the City pool, and other facilities without fear of discrimination.

**SECTION 5.** The Brookings City Council encourages all Brookings residents to unite and work together to promote kindness and understanding in our community, rejecting hatred, bigotry, and divisiveness, as this community strives to protect the freedoms held dear and granted to all by the United States Constitution.

**SECTION 6.** While this City Council may pass this inclusivity resolution in the hope that it is inspirational, the only true measure of its success will be in how all members of our community elect to treat each other day in and day out.

**SECTION 7.** This resolution is intended to be consistent with federal and state law including 8 U.S.C. § 1373 and 1644.

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

Attest:

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

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

# City of Brookings

## CITY COUNCIL MEETING MINUTES

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

Monday, September 11, 2017

### **Call to Order**

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

### **Roll Call**

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

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Public Works and Development Director Paul Stevens, Parks and Planning Manager Tony Baron, Administrative Assistant Lauri Ziemer, and City Recorder Teri Davis.

Media Present: Jane Stebbins from the Curry Pilot and a reporter from Channel 12 were present

Others Present: Fifteen audience members.

### **Ceremonies**

*National Emblem Club Week Proclamation*

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize Mayor Pieper to issue a Proclamation designating the week of September 10 as National Emblem Club Week.**

- Mayor Pieper read the proclamation and presented it to Emblem Club representatives.
- A representative from the Emblem Club addressed Council thanking the community.

*Don Vilelle Volunteer Resignation*

Various Council and Committee members thanked Don for his service.

Don Vilelle thanked Council for the recognition.

Don Vilelle was honored on the occasion of his resignation from volunteer service and was presented with a plaque commemorating his service.

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

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

### **Staff Reports**

*Chetco Bar Fire Update*

City Manager Milliman presented the staff report.

Mr. Milliman thanked staff and especially Fire Chief Jim Watson for all the hard work; noted that the Finance Department is preparing a request for reimbursement; thanked the Tolowa DeeNi Nation for its exceptional service to fire survivors; addressed the Talking Points provided in the Council agenda packet; and presented a Resource Needs Analysis (entered into record).

### **Councilor took no action**

#### *Employee Handbook Revisions*

City Manager Milliman presented the staff report.

**Councilor Thompson moved, Councilor Hamilton seconded and Council voted unanimously to adopt the City of Brookings Personnel Policy Handbook dated September 11, 2017.**

### **Consent Calendar**

1. Approve Council minutes for August 23, 2017
2. Approve Council minutes for August 28, 2017
3. Accept Planning Commission minutes for June 6, 2017
4. Accept Planning Commission minutes for August 1, 2017
5. Accept Don Vilelle Parks & Rec Committee Resignation

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

### **Remarks from Mayor and Councilors**

Councilor Thompson thanked staff for all the hard work and the updates

Councilor Hamilton commented that the idea of serving meals to the fire fighters at special events is commendable but not feasible.

Councilor Hamilton thanked the City Manager and staff for all their efforts.

Councilor Triglia thanked the community and the Police and Fire Departments.

Mayor Pieper noted that he appreciates the community's support through all this.

### **Adjournment**

Mayor Pieper adjourned the meeting at 7:46 p.m.

Respectfully submitted:

ATTESTED:

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

---

Jake Pieper, Mayor

---

Teri Davis, City Recorder

**TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES**  
**Thursday – July 20, 2017**

**CALL TO ORDER**

Meeting called to order at 4:00 PM

**1. ROLL CALL**

*Present:* Committee members Angie Christian, Chuck Costello, Tim Patterson, and Dane Tippman.

*Also present:* Council Liaison Bill Hamilton, City Manager Gary Milliman and Staff Committee Liaison Teri Davis

**2. APPROVAL OF MINUTES –**

- a. Motion made by Dane Tippman to approve the minutes of June 15, 2017, motion seconded by Chuck Costello and Committee voted; the motion carried unanimously.**

**3. ACTION ITEMS**

- a. Xplore Video Proposal for Salmon Run Golf Course –** Committee discussed how the golf course contributes to tourism. Dane Tippman pointed out that the budget for advertising and promotion is already very tight. **Motion made by Tim Patterson to recommend the proposal to City Council, motion seconded by Angi Christian.**

**Angi Christian made a motion to amend the original motion stipulating that \$2500 of the funding will come out of the advertising fund and the remainder to come out of the events fund; Dane Tippman seconded the amendment motion. Committee voted; the motion to amend the original motion carried unanimously.**

**Committee then voted on the amended motion to recommend the proposal to City Council; the vote was 3-1 with Dane Tippman voting “nay.”**

- b. 2017-18 Budget –** No action was taken.

**4. INFORMATIONAL ITEMS**

- a. Council actions on recent TPAC recommendations –** Gary provided committee with follow-up and outcomes to recently recommended TPAC items.
- b. Transient Room Tax Collected –** spreadsheet provided by Finance & Human Resources Director showing Transient Room Tax collected from July 1995-June 2017.
- c. Spectrum Digital Advertising –** benchmark info provided by Spectrum representative. Committee requests passwords to view the analytics individually. Committee requests that the representative return to a future meeting to explain the analytics.
- c. Internet Hit Info –** Committee reviewed internet hits document provided

**5. PUBLIC COMMENT –** Mike Frederick spoke about past events and some upcoming plans.

**6. COMMITTEE COMMENTS –** Chuck Costello presented samples of tourism pamphlets; Gary advised that similar items could be produced in-house by staff.

- Committee also discussed the popularity of the 101 Things to Do magazine.
- Gary advised that the Vet Fest has been cancelled for this year.

**7. SCHEDULE NEXT MEETING –** Next meeting scheduled for TBD.

**8. ADJOURNMENT –** with no further business before the Committee, the meeting adjourned at 4:54 pm.

Respectfully submitted,

  
Skip Watwood, Chair

(approved at September 14, 2017 meeting)

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	2,914,282.00	66,517.82	42,891.85	2,871,390.15	1.5
LICENSES AND PERMITS	110,900.00	6,128.30	23,134.11	87,765.89	20.9
INTERGOVERNMENTAL	227,300.00	.00	( 1,200.00)	228,500.00	( .5)
CHARGES FOR SERVICES	165,000.00	14,353.60	30,104.79	134,895.21	18.3
OTHER REVENUE	171,000.00	4,451.16	11,916.63	159,083.37	7.0
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	<u>4,077,069.00</u>	<u>91,450.88</u>	<u>106,847.38</u>	<u>3,970,221.62</u>	<u>2.6</u>
<b>EXPENDITURES</b>					
<b>JUDICIAL:</b>					
PERSONAL SERVICES	24,561.00	1,980.26	3,754.29	20,806.71	15.3
MATERIAL AND SERVICES	11,850.00	617.23	1,065.20	10,784.80	9.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,411.00</u>	<u>2,597.49</u>	<u>4,819.49</u>	<u>31,591.51</u>	<u>13.2</u>
<b>LEGISLATIVE/ADMINISTRATION:</b>					
PERSONAL SERVICES	194,964.00	15,629.44	31,258.76	163,705.24	16.0
MATERIAL AND SERVICES	98,400.00	11,211.42	32,370.80	66,029.20	32.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>293,364.00</u>	<u>26,840.86</u>	<u>63,629.56</u>	<u>229,734.44</u>	<u>21.7</u>
<b>POLICE:</b>					
PERSONAL SERVICES	2,114,007.00	174,177.64	336,364.13	1,777,642.87	15.9
MATERIAL AND SERVICES	170,800.00	20,101.40	26,734.74	144,065.26	15.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	55,150.00	.00	.00	55,150.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,339,957.00</u>	<u>194,279.04</u>	<u>363,098.87</u>	<u>1,976,858.13</u>	<u>15.5</u>
<b>FIRE:</b>					
PERSONAL SERVICES	187,554.00	14,506.64	29,033.40	158,520.60	15.5
MATERIAL AND SERVICES	103,000.00	19,782.60	23,291.68	79,708.32	22.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	45,519.00	.00	.00	45,519.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>336,073.00</u>	<u>34,289.24</u>	<u>52,325.08</u>	<u>283,747.92</u>	<u>15.6</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	174,119.00	14,687.30	29,441.43	144,677.57	16.9
MATERIAL AND SERVICES	90,800.00	4,708.98	4,792.09	86,007.91	5.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>264,919.00</u>	<u>19,396.28</u>	<u>34,233.52</u>	<u>230,685.48</u>	<u>12.9</u>
PARKS & RECREATION:					
PERSONAL SERVICES	246,173.00	21,405.91	38,869.69	207,303.31	15.8
MATERIAL AND SERVICES	87,200.00	15,823.49	18,569.85	68,630.15	21.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	49,000.00	4,031.88	8,063.76	40,936.24	16.5
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>382,373.00</u>	<u>41,261.28</u>	<u>65,503.30</u>	<u>316,869.70</u>	<u>17.1</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	194,630.00	14,954.18	29,908.18	164,721.82	15.4
MATERIAL AND SERVICES	33,700.00	4,569.47	13,064.47	20,635.53	38.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>228,330.00</u>	<u>19,523.65</u>	<u>42,972.65</u>	<u>185,357.35</u>	<u>18.8</u>
SWIMMING POOL:					
PERSONAL SERVICES	61,112.00	23,401.25	45,458.21	15,653.79	74.4
MATERIAL AND SERVICES	43,000.00	6,845.93	9,690.64	33,309.36	22.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>104,112.00</u>	<u>30,247.18</u>	<u>55,148.85</u>	<u>48,963.15</u>	<u>53.0</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	145,500.00	8,392.52	34,917.86	110,582.14	24.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	243,500.00	.00	.00	243,500.00	.0
CONTINGENCIES AND RESERVES	652,530.00	.00	.00	652,530.00	.0
	<u>1,041,530.00</u>	<u>8,392.52</u>	<u>34,917.86</u>	<u>1,006,612.14</u>	<u>3.4</u>
	<u>5,027,069.00</u>	<u>376,827.52</u>	<u>716,649.18</u>	<u>4,310,419.82</u>	<u>14.3</u>
	<u>( 950,000.00)</u>	<u>( 285,376.64)</u>	<u>( 609,801.80)</u>	<u>( 340,198.20)</u>	<u>( 64.2)</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	485,000.00	31,948.58	31,948.58	453,051.42	6.6
OTHER REVENUE	13,650.00	111.97	437.52	13,212.48	3.2
TRANSFER IN	.00	.00	.00	.00	.0
	<u>498,650.00</u>	<u>32,060.55</u>	<u>32,386.10</u>	<u>466,263.90</u>	<u>6.5</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,515.00	16,345.30	32,101.96	173,413.04	15.6
MATERIAL AND SERVICES	205,000.00	21,102.76	33,112.51	171,887.49	16.2
CAPITAL OUTLAY	107,000.00	.00	.00	107,000.00	.0
DEBT SERVICE	27,583.00	360.15	720.30	26,862.70	2.6
TRANSFERS OUT	31,582.00	.00	.00	31,582.00	.0
CONTINGENCIES AND RESERVES	121,970.00	.00	.00	121,970.00	.0
	<u>698,650.00</u>	<u>37,808.21</u>	<u>65,934.77</u>	<u>632,715.23</u>	<u>9.4</u>
	<u>698,650.00</u>	<u>37,808.21</u>	<u>65,934.77</u>	<u>632,715.23</u>	<u>9.4</u>
	<u>( 200,000.00)</u>	<u>( 5,747.66)</u>	<u>( 33,548.67)</u>	<u>( 166,451.33)</u>	<u>( 16.8)</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,637,000.00	186,800.71	351,151.92	1,285,848.08	21.5
OTHER INCOME	54,500.00	2,842.01	7,314.47	47,185.53	13.4
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,691,500.00</u>	<u>189,642.72</u>	<u>358,466.39</u>	<u>1,333,033.61</u>	<u>21.2</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	361,597.00	26,802.10	54,068.01	307,528.99	15.0
MATERIAL AND SERVICES	197,500.00	48,684.16	57,178.19	140,321.81	29.0
CAPITAL OUTLAY	50,000.00	909.45	4,981.43	45,038.57	9.9
DEBT SERVICE	14,900.00	398.39	796.78	14,103.22	5.4
	<u>623,997.00</u>	<u>76,794.10</u>	<u>117,004.41</u>	<u>506,992.59</u>	<u>18.8</u>
WATER TREATMENT:					
PERSONAL SERVICES	311,891.00	24,913.79	48,007.07	263,883.93	15.4
MATERIAL AND SERVICES	242,000.00	35,414.24	42,860.55	199,139.45	17.7
CAPITAL OUTLAY	20,500.00	.00	.00	20,500.00	.0
DEBT SERVICE	14,900.00	398.39	796.78	14,103.22	5.4
TRANSFERS OUT	589,386.00	.00	.00	589,386.00	.0
CONTINGENCIES AND RESERVES	178,826.00	.00	.00	178,826.00	.0
	<u>1,357,503.00</u>	<u>60,726.42</u>	<u>91,664.40</u>	<u>1,265,838.60</u>	<u>6.8</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,981,500.00</u>	<u>137,520.52</u>	<u>208,668.81</u>	<u>1,772,831.19</u>	<u>10.5</u>
	<u>( 290,000.00)</u>	<u>52,122.20</u>	<u>149,797.58</u>	<u>( 439,797.58)</u>	<u>51.7</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,129,300.00	327,808.73	502,296.51	2,627,003.49	16.1
OTHER REVENUE	10,000.00	.00	444.44	9,555.56	4.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,134,800.00</u>	<u>327,808.73</u>	<u>502,740.95</u>	<u>2,632,059.05</u>	<u>16.0</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	528,144.00	41,780.36	83,858.69	444,285.31	15.9
MATERIAL AND SERVICES	243,700.00	26,783.84	35,119.70	208,580.30	14.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	14,900.00	398.39	796.78	14,103.22	5.4
TRANSFERS OUT	149,966.00	.00	.00	149,966.00	.0
	<u>951,710.00</u>	<u>68,962.59</u>	<u>119,775.17</u>	<u>831,934.83</u>	<u>12.6</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	536,014.00	40,994.36	78,597.65	457,416.35	14.7
MATERIAL AND SERVICES	582,300.00	49,698.57	64,074.30	518,225.70	11.0
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	14,900.00	398.39	796.78	14,103.22	5.4
TRANSFERS OUT	1,230,044.00	.00	.00	1,230,044.00	.0
CONTINGENCIES AND RESERVES	314,332.00	.00	.00	314,332.00	.0
	<u>2,687,590.00</u>	<u>91,091.32</u>	<u>143,468.73</u>	<u>2,544,121.27</u>	<u>5.3</u>
	<u>3,639,300.00</u>	<u>160,053.91</u>	<u>263,243.90</u>	<u>3,376,056.10</u>	<u>7.2</u>
	<u>( 504,500.00)</u>	<u>167,754.82</u>	<u>239,497.05</u>	<u>( 743,997.05)</u>	<u>47.5</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	534,592.00	.00	.00	534,592.00	.0
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	3,000.00	(.13)	(.13)	3,000.13	.0
	<u>537,592.00</u>	<u>(.13)</u>	<u>(.13)</u>	<u>537,592.13</u>	<u>.0</u>
<b>EXPENDITURES</b>					
<b>GENERAL:</b>					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	.00	35,000.00	.0
CAPITAL OUTLAY	391,853.00	.00	.00	391,853.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>877,592.00</u>	<u>.00</u>	<u>.00</u>	<u>877,592.00</u>	<u>.0</u>
<b>DEPARTMENT 20:</b>					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
<b>DEPARTMENT 22:</b>					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
<b>DEPARTMENT 24:</b>					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>877,592.00</u>	<u>.00</u>	<u>.00</u>	<u>877,592.00</u>	<u>.0</u>
	<u>( 340,000.00)</u>	<u>(.13)</u>	<u>(.13)</u>	<u>( 339,999.87)</u>	<u>.0</u>

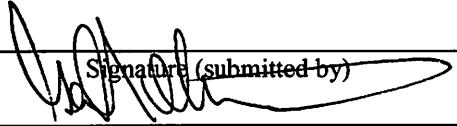


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 25, 2017

Originating Dept: City Manager

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


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Subject: City Manager Vacation Leave Conversion

Recommended Motion:

Motion to authorize converting up to 400 hours of accrued vacation leave for the City Manager to a deferred compensation contribution to the International City/County Management Association Retirement Program.

Financial Impact:

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City Manager currently has some 900 hours of accrued vacation leave. He has requested that the City Council authorize converting up to 400 hours of accrued vacation to cash and directing the cash amount into his deferred compensation account with the International City/County Management Association. Ultimately this would also save the City money as the pay-out will not be subject to PERS or Social Security.



# INDIVISIBLE 97415

*To: Mayor Pieper and the Brookings City Council*

*From: The Members of Indivisible 97415*

*Re: City Council Agenda, 9/25/17, Item #8: Resolution Declaring the City of Brookings a Welcoming & Inclusive City*

Indivisible 97415 has reviewed Resolution 17-R-1122, proposed by Councilor Dennis Triglia, and we unanimously voted support for adoption.

This Resolution, which would declare the City Brookings to be a welcoming and inclusive city that respects and appreciates all residents, reflects our own Mission Statement:

"We are as diverse as our Earth, seeking common ground as we educate, advocate and promote civil dialogue about Human Rights, Social Justice and Environmental Issues. United, we are Indivisible."

Indivisible 97415 shares and supports commitments to social equality and justice, which are clearly stated in this Resolution. Further, we believe that this particular Resolution reflects the spirit and attitude of mutual respect, support and caring recently exhibited throughout our catastrophic wild fire. Neighbors and strangers, residents and individuals from various counties and states came together for the mutual goal of saving lives and property. This example has strengthened our City and surrounding communities.

The principles expressed in the Resolution, which particularly address acceptance and respect for *all* individuals will most assuredly have a positive impact on individuals seeking to live and work in communities of diversity and acceptance. This is not only a social benefit, it is economically beneficial, as well.

Indivisible 97415 thanks you for your consideration and adoption of this Resolution and the principles it supports.