

# City of Brookings **WORKSHOP Agenda**

## **CITY COUNCIL**

**Monday November 2, 2015, 4:00pm**

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

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

### **B. Roll Call**

### **C. Topics**

1. Harris Beach Multi-Use Path Intergovernmental Agreement. [Parks, pg. 2]
  - a. Intergovernmental Agreement [pg. 3]
2. Social Security Bar [City Manager, pg. 11]
  - a. Recreational Vehicle Park Concept Plan [pg. 13]
3. Community Design [City Manager, pg. 14]
  - a. Orton Family Foundation Information [pg. 15]

### **D. Council Member Requests for Workshop Topics**

### **E. Adjournment**

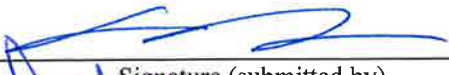
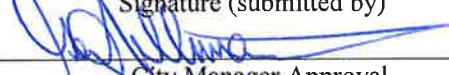
All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 10 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: 11/2/15

Originating Dept: Parks

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

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Subject: Harris Beach Multi-Use Path IGA

Background/Discussion: The Harris Beach Multi Use Path was funded in 2011 with an ODOT transportation enhancement grant in the amount of \$1,497,000.00 for the extension of a bike path through the Harris Beach area. The project was completed in August of this year. The path extends from Dawson Road, and connects to an existing path south of Harris Beach to Ransom Avenue.

The City initiated the grant process in 2011 for the new path and agreed that when complete, the maintenance would be provided by the City. The agreement requires the City to maintain and clear the surface of the trail, clear vegetation 36 inches from the edge of the path as well as debris from fallen trees and limbs. Damage to the trail or any apertenances will be the joint financial responsibility of ODOT, Oregon Parks and Recreation Department and City.

Financial Impact: Maintenance of the path is expected to require approximately 120 man hours of staff time initially(first year or two) with more hours required as vegetation encroaches the path. Anticipating the completion of the trail, Parks budgeted just over \$20,000 to purchase a Kubota all terrain vehicle with a street sweeper attachment to assist with trail and other park related maintenance.

Attachments:

a. Agreement

# **INTERGOVERNMENTAL AGREEMENT**

## **Title: Harris Beach Multi-Use Trail Maintenance Agreement No. 7016**

### **SECTION 1: PARTIES:**

This Agreement is between the State of Oregon, acting by and through its Parks and Recreation Department, hereinafter called OPRD, and, the City of Brookings hereinafter called City, hereinafter individually referred to as the Party and collectively referred to as the Parties.

### **SECTION 2: AUTHORITY**

This Agreement is authorized by ORS 190.003 Through 190.265

### **SECTION 3: PURPOSE**

Oregon Coast Highway #9 (U.S. 101) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC) and Oregon Department of Transportation (ODOT). In a joint agreement between ODOT, OPRD and the City of Brookings the Oregon Coast Bike Network was expanded to enhance existing bicycle and pedestrian routes. This expansion included a trail following Hwy #9 through the city limits of Brookings and Harris Beach State Park owned and operated by OPRD.

The section of the trail runs between Ransom Avenue and Dawson Avenue within the City of Brookings. In order to provide proper maintenance and repair to ensure safety to users on this section of the trail, OPRD and the City are entering into this agreement allowing the City access to the Harris Beach State Park portion of the trail. City and OPRD areas of responsibility are defined on the map labeled "Map", (Exhibit 1).

OPRD and the City will identify point of contact for each party's maintenance needs/requests. Parties agree to cooperatively work together to maintain multi-use trail for the benefit of trail users.

### **SECTION 4: EFFECTIVE DATE AND DURATION**

This Agreement shall be in effect from the date of last authorized signature until December 31, 2029 unless otherwise terminated or extended.

## SECTION 5: AUTHORIZED REPRESENTATIVES

Unless otherwise stated, the designees named below shall be the contact for all activities relating to the Work/Services to be performed under this Agreement

OPRD Designates:	City Designates:
Name/Title: Anna Krug, Park Manager	Name/Title: Anthony Baron, Parks & Technical services Supervisor
Address: 1655 Hwy 101 N.	Address: 898 Elk Drive
City, State zip code: Brookings, Oregon 97415	City, State zip code: Brookings, Oregon 97415
Phone: 541-469-0224 ext. 220	Phone: 541-469-1156
Fax: 541-469-9539	Fax: 541-469-3650
Email: <a href="mailto:Anna.krug@oregon.gov">Anna.krug@oregon.gov</a>	Email: <a href="mailto:abaron@brookings.or.us">abaron@brookings.or.us</a>

A PARTY MAY DESIGNATE A NEW AUTHORIZED REPRESENTATIVE BY WRITTEN NOTICE TO THE OTHER PARTY.

## SECTION 6: STATEMENT OF WORK AND RESPONSIBILITIES OF EACH PARTY

### A. CITY'S OBLIGATIONS / RESPONSIBILITIES

- Clear vegetation along trail – as needed with a minimum of twice per year. Vegetation will be maintained 36" from pavement edge on each side at a height of 6" or less.
- Partner with OPRD to manage invasive weeds along path using mechanical and chemical applications.
- Remove/blow off debris (leaves, pine needles, etc.) as needed – more often in rainy season to avoid safety issues. The City shall not allow this type of debris to build up.
- Hazard trees and branches – remove and clean up : assessed once per year or as needed if caused by storm damage. Planned hazard tree work will be completed utilizing OPRD Hazard Tree Policy (Exhibit 2) and OPRD tree failure record form (Exhibit 3) prior to work. Any planned tree removal requires OPRD approval.
- Vegetation debris disposal should be coordinated with OPRD staff. Mowing and small debris can be left in place or scattered at/near site. Tree limbs under 2" can be staged at the park's maintenance area located along the trail. Tree limbs over 3" should be chipped. Chips can be staged at trail heads identified by park staff to be spread on trails. Large woody debris that is suitable for fire wood can be staged in an area identified by park staff and park staff will coordinate and issue fire wood permits if there is area available. This option may be dependent on time of year. If staging and firewood permits are not an option, the woody debris must be removed and disposed of by the city.
- Trail surface maintenance and repairs- as needed, safety issues will be a priority

- Drainage – clean and maintain drainage
- Repair and replace signs as needed
- Install or repair bollards, gates, fencing, retention structures – repair and replace as needed. These should be inspected at least annually for maintenance and repair needs
- Items beyond routine maintenance/repair shall be addressed on an individual basis whereas the City and OPRD will work together to find a mutually acceptable solution, including financial resources, to ensure the continued operation of the trail.
- The City shall notify OPRD at least 48 hours in advance of any planned work/maintenance on the trail by phone at 541-469-0224. A message is adequate if no person is available to take the call.
- Emergency work in response to storm damage or a safety issue require notification by phone at 541-469-0224. A message is adequate if no person is available to take the call.
- The City shall respond to maintenance/repairs requests made by OPRD, by contacting OPRD within 72 hours of the initial notification.
- Safety issues noticed by either party shall be reported immediately upon discovery to the other party and dealt with as soon as possible.

#### **B. OPRD OBLIGATIONS / RESPONSIBILITIES**

- OPRD will forward visitor concerns and complaints about the trail to the City to be addressed unless directly related to Harris Beach State Park.
- Special use permits will be required by OPRD for any events or use of the trail by the City beyond routine use of trail. Permit application must be submitted at least 30 days prior to the event to allow sufficient processing time.

#### **SECTION 7: COMPENSATION AND PAYMENT TERMS**

There is no monetary consideration as part of this agreement for maintenance or repair of the trail or travel or any other expense paid to either party.

## **SECTION 8: SUBCONTRACTS**

Any subcontractors providing work under this Agreement shall obtain and maintain the appropriate insurance certificates required by the State of Oregon prior to subcontractor beginning work.

## **SECTION 9: PUBLICITY**

Any publicity or advertising regarding the work performed under this Agreement must be approved by the Harris Beach Park Manager and must acknowledge the support of the Oregon Parks and Recreation Department, and if applicable any other grantor agency.

## **SECTION 10: INDEMNITY**

a) Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), OPRD shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the City against any liability for personal injury or damage to life or property arising from OPRD's negligent activity under this Agreement provided, however, OPRD shall not be required to indemnify the City for any such liability arising out of the wrongful acts of the City its officers, employees or agents.

b) Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, OPRD against any liability for personal injury or damage to life or property arising from City's negligent activity under this Agreement provided, however, the City shall not be required to indemnify OPRD for any such liability arising out of the wrongful acts of OPRD, its officers, employees or agents.

## **SECTION 11: EXCUSES FOR NON-PERFORMANCE**

Neither Party shall be held responsible for delay or failure to perform when such a delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, usually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be foreseen or provided against. Either Party may terminate the Agreement, effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of the Agreement.

## **SECTION 12: RETENTION OF RECORDS AND REPORTS**

Both parties agree to maintain records of maintenance services and safety issues related to the trail. All records relevant to this Agreement shall be retained for the duration of the Agreement and made available to both parties and any other authorized governmental agencies for review.

### **SECTION 13: TERMINATION**

This Agreement may be terminated by mutual consent of both Parties or by either Party for any reason by submitting a 60 day advanced written notice to the other Party.

### **SECTION 14: NON-DISCRIMINATION**

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

### **SECTION 15: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

### **SECTION 16: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

### **SECTION 17: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

### **SECTION 18: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

### **SECTION 19: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third

persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 20: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 21: ASSIGNMENT AND SUCESSORS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 22: SUBCONTRACTS**

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

## **SECTION 23: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 24: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and



writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

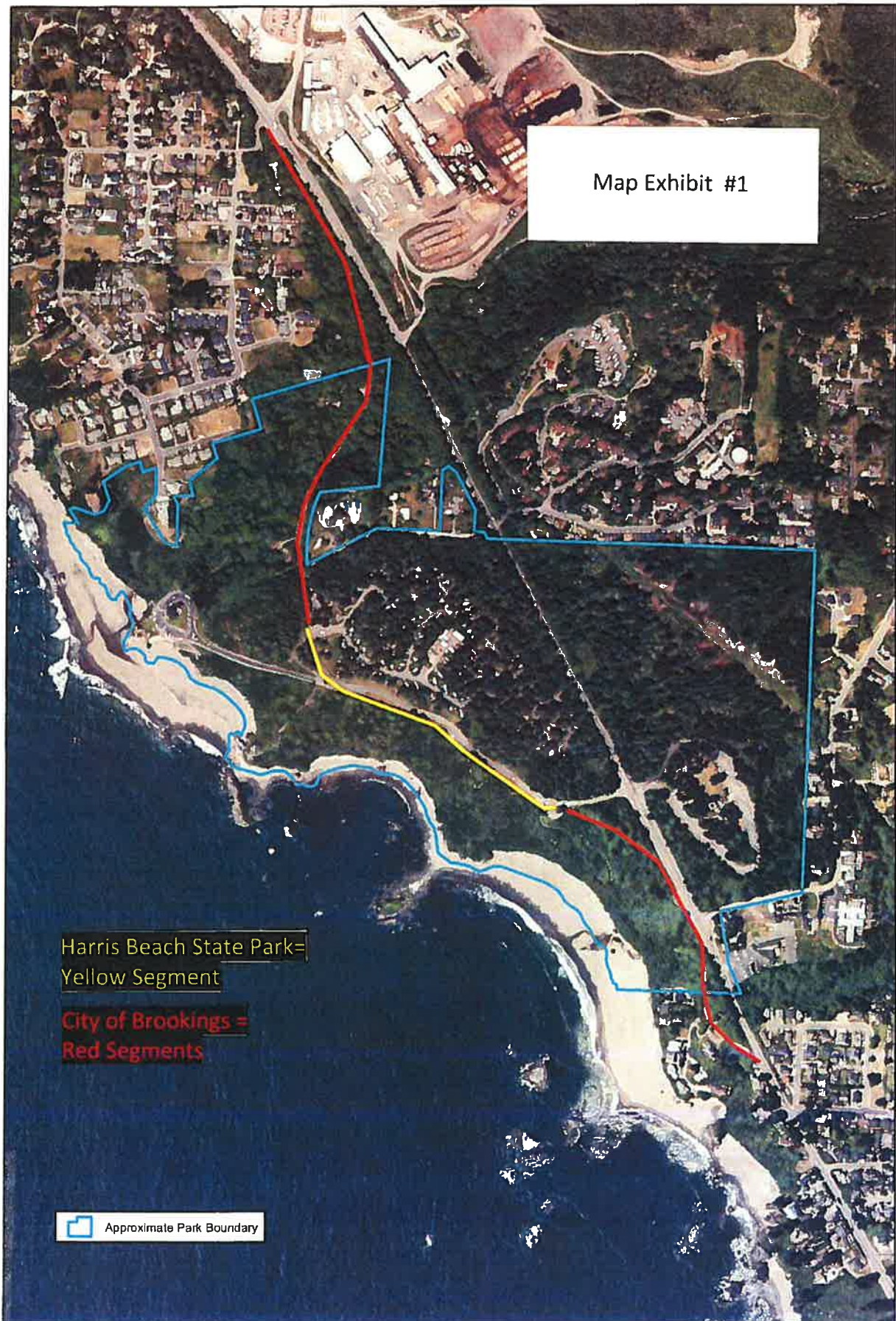
**AGREED:**

**CITY OF BROOKINGS**

By: _____	_____	_____
Signature	Date	Federal ID #
_____		
Print Name	Title	

**PARKS AND RECREATION DEPARTMENT**

By: _____	_____	<u>93-1018525</u>
Signature	Date	Federal ID #
_____		
Print Name	Title	






# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: November 2, 2015

Originating Dept: City Manager

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

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Subject: Social Security Bar

Recommended Action:

Discussion and direction to staff.

Financial Impact:

Undetermined.

Background/Discussion:

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

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

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

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

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

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

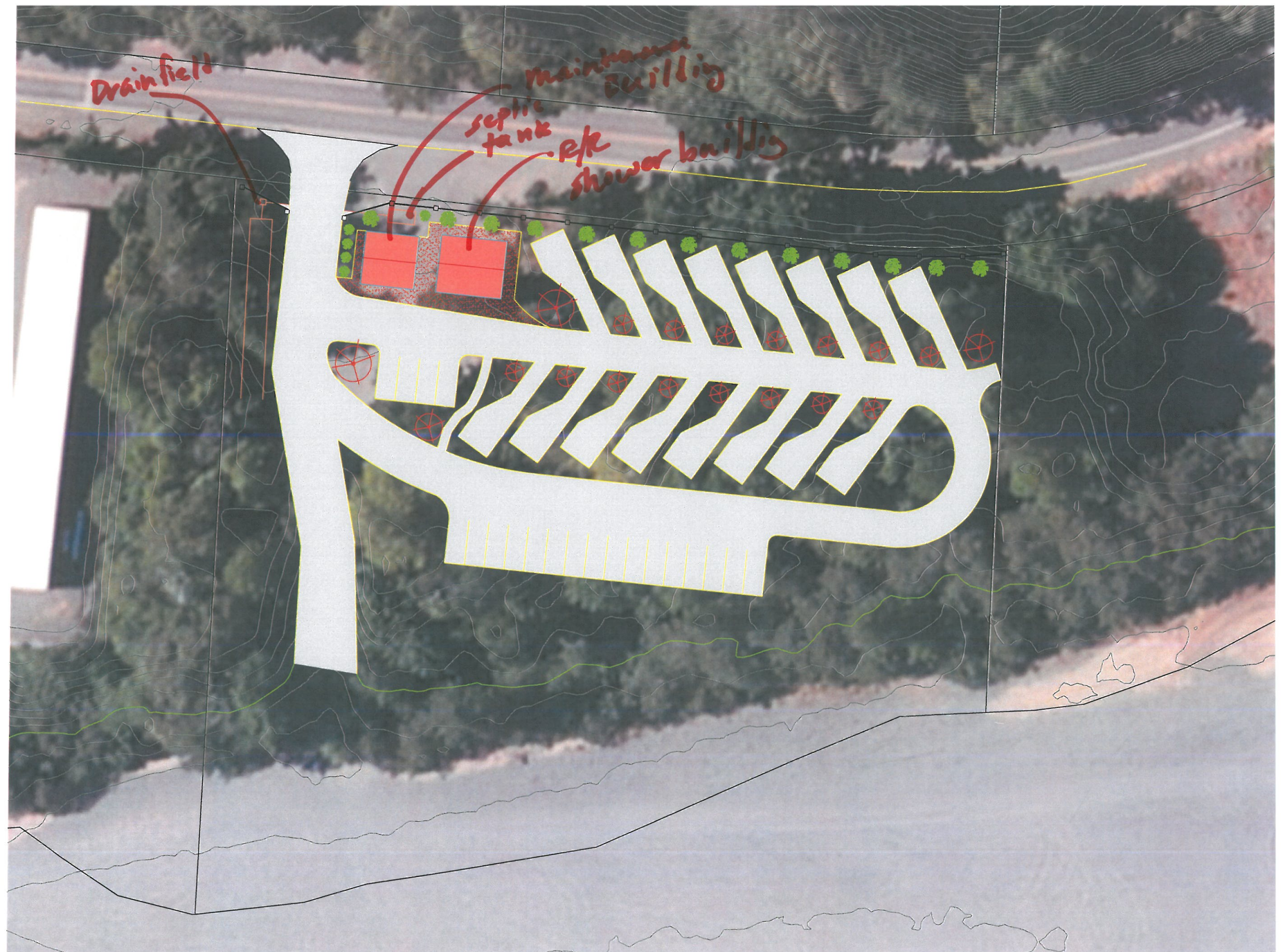
tables and a restroom to expanding the use to include a 16-space RV park, much like the Beachfront RV Park operated by the Port District.

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

Attachment(s):

- a. RV Park concept plan.







# CITY OF BROOKINGS

## COUNCIL WORKSHOP REPORT

Meeting Date: November 2, 2015

Originating Dept: City Manager

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

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Subject: Community Design

Recommended Action:  
Discussion and direction to staff.

Background/Discussion:  
Among the Action Items included in the Strategic Plan are the following:

1. Improve downtown directional/parking signs.
2. Incentive program for downtown shops.
3. Traffic study to improve parking downtown.
4. Promote downtown public art.
5. Develop public restrooms in the downtown area.
6. Implement a Main Street program.
7. More bears.
8. Develop RV parking along Frontage Road.
9. Central Building historic landmark sign.
10. Landscaping along Chetco Avenue.
11. Work with private interests to improve appearance of downtown through building and streetscape improvements.
- 12. Adopt ordinance to implement Downtown Master Plan 2002.**

Items 1-11 could be categorized as implementing measures for Item 12.

Policy Considerations:  
Question: Is the now 13-year-old Downtown Master Plan still relevant? Before proceeding further with the implementation items, perhaps we need to revisit/review the Downtown Master Plan. Funding may be available to assist. Attached, for example, is information concerning a design assistance grant program available through the Orton Family Foundation. Should we pursue funding for an update to the Downtown Master Plan or proceed with the Action Items using the 2002 plan as the guidance document?

Attachment(s):  
a. Orton Family Foundation information.

Invitation to communities to host design workshops that address specific local design challenges.

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## Funding and Design Assistance Available for Rural Communities

FOR IMMEDIATE RELEASE

Program Contacts:

Cynthia Nikitin	John Barstow
CIRD Program Director	Director of Communications
Project for Public Spaces	Orton Family Foundation
212-620-5660 ext. 328	802-495-0864
cird@pps.org	jbarstow@orton.org

### CITIZENS' INSTITUTE ON RURAL DESIGN™ ISSUES REQUEST FOR PROPOSALS

New York (October 27, 2015) — The Citizens' Institute on Rural Design™ (CIRD) has issued a request for proposals to rural communities interested in applying for funding to host a community design workshop in either 2016 or 2017.

The Citizens' Institute on Rural Design is a National Endowment for the Arts leadership initiative in partnership with the U.S. Department of Agriculture and Project for Public Spaces, Inc., along with the Orton Family Foundation. CIRD provides communities access to the resources they need to convert their own good ideas into reality.

CIRD offers annual competitive funding to six small towns or rural communities to host a two-and-a-half day community development and design workshop. With assistance from a wide range of design, planning, and creative placemaking professionals, the workshops are intended to bring together local leaders from non-profits, community organizations, and government agencies to develop actionable solutions to the communities' pressing development challenges. The communities will receive additional support through webinars, conference calls, and web-based resources on [www.rural-design.org](http://www.rural-design.org).

Design and development challenges include but are not limited to the following: Main Street revitalization, managing and shaping community growth, the design of community-supportive transportation systems, preservation of natural and historic landscapes and buildings, protecting working agricultural lands, and maximizing the role of arts and culture as an economic driver for local and regional economies. Since 1991 CIRD has convened more than 70 workshops in all regions of the country, empowering residents to leverage local assets today in order to build better places to live, work, and play in the future.

The deadline for submitting a proposal is Tuesday, Jan. 12, 2016 at 11 p.m. EST. Successful applicants will receive a \$10,000 stipend (that must be matched one-to-one) in addition to in-kind professional design expertise and technical assistance valued at \$35,000. The Request for Proposals is posted on the CIRD website: [www.rural-design.org/request-for-proposals](http://www.rural-design.org/request-for-proposals). Selected communities will be announced in March of 2016 and workshops will be held during the fall of 2016 through spring of 2017.



CIRD staff will also offer two pre-application assistance webinars to answer questions and guide interested applicants in assembling their proposals. The first is scheduled for **Tuesday, Nov. 10**, and the second will take place on **Thursday, Dec. 10**. Both calls will begin at 3 p.m. EST and last approximately one hour. Participation in each call is free but registration is required. To register visit: [www.rural-design.org/application-assistance](http://www.rural-design.org/application-assistance).



ORTON FAMILY  
FOUNDATION

### About the National Endowment for the Arts

Established by Congress in 1965, the NEA is the independent federal agency whose funding and support gives Americans the opportunity to participate in the arts, exercise their imaginations, and develop their creative capacities. Through partnerships with state arts agencies, local leaders, other federal agencies, and the philanthropic sector, the NEA supports arts learning, affirms and celebrates America's rich and diverse cultural heritage, and extends its work to promote equal access to the arts in every community across America. This year marks the 50th anniversary of the National Endowment for the Arts and the agency is celebrating this milestone with events and activities through September 2016. Go to [www.arts.gov/50th](http://www.arts.gov/50th) to enjoy art stories from around the nation, peruse Facts & Figures, and check out the anniversary calendar.

### About the U.S. Department of Agriculture - Rural Development

USDA Rural Development administers and manages housing, business and community infrastructure programs through a national network of state and local offices. Rural Development has an active portfolio of more than \$176 billion in loans and loan guarantees. These programs are designed to improve the economic stability of rural communities, businesses, residents, farmers and ranchers and improve the quality of life in rural America. Visit the USDA at [www.rd.usda.gov](http://www.rd.usda.gov).

### About Project for Public Spaces

Project for Public Spaces (PPS) is a nonprofit planning, design, and educational organization dedicated to helping people create and sustain public spaces that build stronger communities. Founded in 1975, PPS has completed projects in over 2,500 communities and all 50 US states. PPS has become an internationally recognized center for resources, tools, and inspiration about placemaking. Visit PPS at [www.pps.org](http://www.pps.org).

### About the Orton Family Foundation

With its Community Heart & Soul™ method, the Orton Family Foundation empowers people to shape the future of their communities by improving local decision-making, creating a shared sense of belonging and ultimately strengthening the social, cultural and economic vibrancy of communities. The Foundation assists the residents of small cities and towns in the use of the Community Heart & Soul™ method, a barn-raising approach to community planning and development that invites residents to shape the future of their communities in ways that uphold the unique character of each place. For more information visit [www.orton.org](http://www.orton.org).

## Contact Us

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[info@orton.org](mailto:info@orton.org)

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Shelburne, VT 05482  
[www.orton.org](http://www.orton.org)



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