

City of Brookings

MEETING AGENDA

CITY COUNCIL/URBAN RENEWAL AGENCY

Monday, September 8, 2014, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Proclamation - Supreme Emblem Club Week [pg. 3]
2. September Yard of the Month Award Announcements
 - a. Residential - Brookings Presbyterian Church, 540 Pacific Avenue
 - b. Commercial - Tim Hartzell and Kate Davies, 427 Hillside Avenue

E. Staff Report

1. Connect Oregon V Grant Agreement for Runway Safety Project. [City Manager, pg. 4]
 - a. Agreement [pg. 6]
 - b. Project Description [pg. 25]

F. Public Hearings/Final Orders/Ordinances

1. Quasi-judicial public hearing in the matter of File ANX-1-14, a request to annex approximately 13.33 acres located adjacent to the eastern boundary of the North Bank Chetco River Road. [See Advance Packet]
2. Ordinance 14-O-738, amending the City of Brookings limits and zoning map. [See Advance Packet]

G. Oral Requests and Communications from the audience - Public Comments on non-agenda items – 5 minute limit per person.*

H. Staff Reports

1. Request to place Public Radio Broadcast Antenna on the City's Public Safety Communications Tower. [City Manager, pg. 32]
 - a. Letter from Curry Coast Community Radio [pg. 33]
 - b. Triplicate article [pg. 35]
2. Tourism Promotion Advisory Committee recommendation to contract with Radio Medford for radio advertising to promote off-season tourism events. [City Manager, pg. 36]
 - a. Proposal [pg. 37]
3. Legislative Services to secure legislation for a Curry Health Network Emergency Department at the Brookings Clinic. [City Manager, pg. 60]
 - a. Engagement letter [pg. 62]
 - b. Talking points [pg. 66]

I. Consent Calendar

1. Approve Council minutes for August 25, 2014. [pg. 68]
2. Accept Tourism Promotion Advisory minutes for May 15 & July 17, 2014. [pg. 71]
3. Accept August 2014 Vouchers in the amount of \$322,007.76. [pg. 75]

J. Remarks from Mayor and Councilors**K. Adjournment****URBAN RENEWAL AGENCY****A. Call to Order****B. Roll Call****C. Consent Calendar**

1. Approve June 23, 2014 Agency minutes. [pg. 78]

D. Public Comments**E. Staff Reports**

1. Funding request from NAPA Auto Parts for a facade improvement project in the amount of \$20,000. [Executive Director, pg. 79]
 - a. Grant application [pg. 81]

F. Agency Remarks**G. Adjournment**

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

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

City of Brookings *Proclamation*

WHEREAS, the members of the Supreme Emblem Club of the United States of America, in promulgating community service, have actively engaged in seeking out the worthy and the needy in every community; and

WHEREAS, their assistance and guidance to young men and women is evidenced by great numbers of scholarships, assuring the advanced education of the deserving; and

WHEREAS, the requirements of those who have special needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of flood, quake, hurricane, and other disasters of nature; and

WHEREAS, these are dedicated to the principle of philanthropic endeavor; and

WHEREAS, be it resolved that the deeds of dedicated, charitable members of the Supreme Emblem Club of the United States of America be recognized;

NOW, THEREFORE, I, Ron Hedenskog, Mayor of the City of Brookings, Oregon, do hereby proclaim the week of September 7th, 2014, as

Supreme *Emblem Club Week*

In Witness Whereof,

I, Mayor Ron Hedenskog, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 8th day of September, 2014.

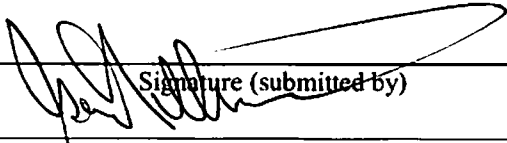
Mayor Ron Hedenskog

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 8, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: ConnectOregon V Grant Agreement for Runway Safety Area Project

Recommended Motion:

Motion to authorize City Manager to execute the Grant Agreement for ConnectOregon V funding with the Oregon Department of Transportation for the Runway Safety Area Project at Del Norte County Regional Airport.

Financial Impact:

In January, 2014, the City Council directed that \$20,000 be included in the draft 2014-15 General Fund budget for possible debt service payment in connection with the Border Coast Regional Airport Authority (BCRAA) Runway Safety Area project at Del Norte County Airport, with the stipulation that any grant revenue received by the City that can be utilized for this project be offset from the City's debt service contribution. In April, the City and BCRAA subsequently entered into a financing participation agreement with this stipulation. The City will experience some administrative costs associated with submitting period reports and serving as fiscal agent for the grant funding.

Background/Discussion:

The City of Brookings is a member of the BCRAA. BCRAA has been pursuing permitting and funding for two major projects at the Del Norte County Regional Airport for several years. BCRAA recently received a California Coastal Development Permit for a Runway Safety Area (RSA) project.

The RSA project must be completed by December 31, 2015, to meet Federal Aviation Administration (FAA) requirements. Failure to complete this work by the aforementioned deadline could result in the loss of commercial airline service to the airport.

BCRAA has secured FAA grant funding for approximately 95 per cent of the cost of this \$16 million RSA project (includes \$8.0 million in wetland mitigation costs). The required local match for the FAA funding is \$800,000. BCRAA staff reports that BCRAA may need up to an additional \$1.0 million in funding for additional environmental review, and that airport revenues are insufficient to finance these additional local costs and the match. BCRAA is pursuing additional grant funding sources.

The City applied for \$400,000 under the ConnectOregon V program for the RSA project. The application was prepared by BCRAA staff and consultants, and the City Manager made presentations to advocate for the funding before four regional and statewide

commission/committees. ConnectOregon V is a highly competitive program. The Oregon Transportation Commission (OTC) recently approved the City's grant funding request.

The City has now received a grant agreement for the ConnectOregon V funding, which is the subject of this agenda item. The City will be the grant recipient, but the project will be administered by the BCRAA. The City will serve as an administrative intermediary for receipt/disbursement of funds and submission of progress reports.

At its meeting of September 3, 2014, the BCRAA Board of Directors was scheduled to take a number of actions relating to the RSA project, including:

- Approved grant acceptance and reimbursement agreements with FAA for the 95 per cent federal share.
- Approved construction management, biological monitoring and environmental oversight agreements.
- **Awarded the construction bid (subject to FAA approval) to Tidewater Contractors, Inc., of Brookings in the amount of \$5,429,756.**

The entire RSA construction package (construction, engineering, administration, environmental, etc.) will total \$9,729,538, with 95 per cent (\$9,243,061) being funded by FAA, \$400,000 from the ConnectOregon V grant and \$86,477 from the BCRAA Enterprise Fund.

Construction is expected to begin in late September with completion continuing through 2015.

In addition to the RSE construction grant, an FAA Airport Improvement Program (AIP) grant has been approved for wetland mitigation in the amount of \$2,435,586. These funds will be used to begin purchasing property that will be set-aside as permanent wetland to replace the wetland area being absorbed into the runway project. BCRAA has applied for an additional \$5,165,000 in mitigation grant funding from FAA for 2015.

Brookings joined BCRAA in 2009 recognizing that sustaining and improving commercial air service to the Del Norte County Regional Airport is important to the economic well being of Brookings and the Del Norte/Curry County region. Brookings is one of six BCRAA members, the others being Curry County, Del Norte County, Smith River Rancheria, Elk Valley Rancheria and the City of Crescent City. To date, Del Norte County...which owns the DNCRA...has been the major source of funding for capital projects. The DNCRA and two other County-owned airports are managed by BCRAA.

Grant funding secured through ConnectOregon V by the City of Brookings is a major contribution to the fulfillment of the goal in forming BCRAA...that regional cooperation among local and tribal governments will facilitate securing the funding needed to improve and sustain the DNCRA.

Completion of the RSA project will not only satisfy an FAA safety mandate, but will clear the way for the next phase of improvements at the DNCRA: replacement of the passenger terminal.

Attachment(s):

- a. Grant Agreement.
- b. Runway Safety Area project description.

GRANT AGREEMENT
CONNECTOREGON V
OREGON DEPARTMENT OF TRANSPORTATION
MULTIMODAL TRANSPORTATION FUND PROGRAM 2014
Project Name: Runway Safety Areas

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “ODOT,” and **City of Brookings**, acting by and through its elected officials, hereinafter referred to as “Recipient,” both hereinafter referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before five years after the Effective Date (Availability Termination Date). No Grant Funds are available for any expenditures before the Effective Date or after the Availability Termination Date. ODOT’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subcontractor Insurance**
 - d. Exhibit D: **Application and documents provided by Recipient to ODOT prior to the execution of the Agreement**

Exhibits A through D are incorporated by reference into this Agreement. Exhibits A through C are attached hereto. 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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds; Match.** The total Project Cost is estimated at \$16,000,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient Grant Funds in an amount not to exceed \$400,000 or eighty (80) percent of the total eligible Project Costs, whichever is less, of eligible Project Costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. ODOT will withhold five (5) percent of the Grant Funds to be distributed as provided in Section 6.c.
- 4. Project:**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for

any changes to the Project unless such changes are approved by ODOT by amendment pursuant to Section 11.c hereof.

b. Project Change Procedures.

- i. If Recipient anticipates Project key milestones will be delayed by more than ninety (90) days from the key milestones shown in Exhibit A, Recipient shall submit a Request for Change Order (Form 734-2648), the form of which is hereby incorporated by reference, to ODOT's Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the milestone completion date shown in Exhibit A. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.
- ii. Recipient shall not proceed with any changes to Project scope or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODOT's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODOT. ODOT may choose to request review by the Oregon Transportation Commission.

5. Progress Reports.

- a. **Monthly Reports.** Recipient shall submit monthly progress reports to ODOT using the *ConnectOregon* Monthly Progress Report (Form 734-2668), attached by reference and made a part of this Agreement. ODOT will appoint a Project Liaison after execution of this Agreement and provide Recipient with the contact information. Progress reports must be submitted to the ODOT Project Liaison and ODOT's *ConnectOregon* Program Manager by the first Wednesday of each month. The fillable form can be downloaded on-line at the following address: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.
- b. **Final Report.** Recipient shall submit a written report to ODOT's *ConnectOregon* Program Manager that identifies the number of jobs created or retained both during construction and after Project completion, as a direct result of this Project. The report must also include the number of jobs projected in the application. This report must also include data on the methodology that measures the Project's success as described in the grant application. The report must be received and approved by ODOT within eighteen (18) months after the completion of Project. Recipient's obligation to provide this report will survive expiration of this Agreement. Recipient shall use ("Final Report" Form 734-2947), which also must be signed by Recipient. The form is available at: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.

6. Disbursement and Recovery of Grant.

- a. **Disbursement Generally.** ODOT shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by ODOT within forty-five (45) days of ODOT's approval of a request for reimbursement from Recipient. Requests for Reimbursement will identify the Project, Agreement number, Project

start and end date, the request for reimbursement number or the account number or both, and itemize all expenses as well as provide a detailed breakdown of Project Costs expended and Grant Funds reimbursed to date, and the amount of undisbursed Grant Funds. Requests for Reimbursement shall be submitted monthly for any month for which Recipient seeks reimbursement of Eligible costs. Eligible costs are the reasonable and necessary costs incurred by the Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by ODOT, either by this Agreement or by exclusion as a result of financial review or audit.

b. Conditions Precedent to Disbursement. ODOT's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance the terms of this Agreement, including without limitation completion of all prerequisites for reimbursement provided in Exhibit B.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to ODOT a request for reimbursement in accordance with Section 6.a. Recipient must submit its final request for reimbursement following completion of the Project and no later than ninety (90) days after the earlier of completion of the Project or the Availability Termination Date. Failure to submit the final request for reimbursement within ninety (90) days after the completion of the Project or the Availability Termination Date could result in non-payment.

c. Retainage. ODOT will withhold five percent retainage from the amount paid pursuant to each reimbursement request and shall release this retainage to Recipient as the following conditions are met:

- i. Eighty percent (80%) of the five percent retainage shall be released to Recipient upon final project acceptance by ODOT.
- ii. Twenty percent (20%) of the five percent retainage shall be released to Recipient upon approval by ODOT of the report described in Section 5.b of this Agreement. In accordance with Administrative Rule OAR 731-035 and Oregon Laws 2013, Chapter 723 (House Bill 5008) ODOT may not pay and the Recipient forfeits the amount under this paragraph if the Recipient does not submit the report required by Section 5.b on or before the due date. Recipient acknowledges and agrees that Recipient may not apply for another *ConnectOregon* grant during the next application cycle if Recipient fails to submit the report required by Section 5.b on or before the due.

- d. Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT’s written demand and no later than fifteen (15) days after ODOT’s written demand. Recipient shall return all Unexpended Funds to ODOT within fourteen (14) days after the earlier of the Availability Termination Date or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from this federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT, and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Availability Termination Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third party beneficiary of Recipient’s subagreement with the Contractor and to name ODOT as an additional obligee on contractors’ bonds.

- iii. Recipient agrees to provide ODOT with a copy of any signed subagreement upon request by ODOT. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to ODOT within ten (10) days of its being discovered.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless ODOT and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, ensuring that:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

10. Termination

- a. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required the approval of ODOT.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to ODOT, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient;
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
 - iii. ODOT fails to make payments due in accordance with this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

- d. Rights upon Termination; Remedies.** Any termination of this Agreement shall not prejudice any rights or obligations accrued prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

11. GENERAL PROVISIONS

- a. 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 ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. No Third Party Beneficiaries.** ODOT and Recipient 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 an intended beneficiary of the terms of this Agreement.
- f. 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 Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.f. Any communication or notice personally delivered shall be deemed to be given when actually delivered. 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 ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT 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.
- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the

implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. 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.
- l. 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.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes 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. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

ODOT/Recipient
Agreement No. 30140

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

The Oregon Transportation Commission at its August 2014 meeting approved the *ConnectOregon V* project application list and delegated authority to the Director of the Oregon Department of Transportation to enter into project agreements.

City of Brookings, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

(If required in Recipient process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Susan Daugherty, Airport Program Manager
150 Dale Rupert Road
Crescent City CA 95531
Phone: 707-464-7288
Fax: 707-464-1023
sdaugherty@co.del-norte.ca.us

Recipient Signature Contact:

Gary Milliman
City of Brookings
898 Elk Drive
Brookings, OR 97415
gmilliman@brookings.or.us
Phone: (541-469-1101)

STATE OF OREGON, by and through its Department of Transportation

By _____
Director

Date _____

APPROVAL RECOMMENDED

By _____
Freight Planning Program Manager

Date _____

By _____
Active Transportation Section Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Keith L. Kutler, Assistant Attorney General, by
e-mail dated August 12th, 2014

ODOT Contact:

Carol Olsen, *ConnectOregon* Program Manager
ODOT - Active Transportation Section
555 13th Street NE
Salem, OR 97301
Phone: 503-986-3327
carol.a.olsen@odot.state.or.us

EXHIBIT A
Project Description, Key Milestones, Schedule and Budget

Agreement No. 30140

Application Number: 3A0252

Project Name: Runway Safety Areas

A. PROJECT DESCRIPTION

Recipient is a member of the Border Coast Regional Airport Authority (BCRAA). The Project is a contribution to BCRAA for its project consisting of improvements to the Jack McNamera Field Airport located in Crescent City, California. BCRAA's project consists of the following: 1) extending, grading, and filling areas beyond the existing paved ends of runway 11/29 an additional 1,000 feet in length by 500 feet in width at the northwest end and 1,000 feet in length by 500 feet in width at the southeast end of the runway; and 2) extending, grading and filling area beyond the existing ends of runway 17/35 an additional 300 feet in length by 150 feet in width at southward end of the runway and an additional 150 feet in length by 150 feet in width at the northward end of the runway. The threshold of Runway 17 will also be displaced by 150 feet.

BCRAA's project also includes environmental wetland mitigation in the form of property acquisition, stabilizing soils, filling and grading uneven terrain, and improving drainage along the lengths and widths of both existing runways to achieve allowable gradients and other RSA terrain standards. Implementation involves cut, fill and grading activities, including an estimated 47,200 cubic yards of cut and 52,500 cubic yards of fill.

B. PROJECT KEY MILESTONES AND SCHEDULE

Project has six (6) Key Milestone(s). Key Milestones are used for evaluating performance on Project and determining level of compensation for completed work as described in the Agreement. Key Milestones cannot be changed without an amendment to the Agreement. Recipient may shift the estimated Grant Funds shown below between milestones without an amendment to the Agreement, but shall not, under any circumstances, exceed the "Total Not To Exceed Grant Fund Allocation." Recipient shall report changes to the Estimated Amounts corresponding to each Key Milestones, shown below, in Recipient's Monthly Report to the ODOT Project Liaison.

If Recipient anticipates Project Key Milestones will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(b) of the Agreement, to the ODOT Project Liaison as soon as Recipient becomes aware of any possible delay. The Request for Change Order must be submitted prior to the Key Milestone completion date shown in this Exhibit.

The anticipated start date of Project is: 10/31/2014

The estimated completion date of Project is: 12/31/2015

Table 1: Key Milestones

| Key Milestone | Description | Estimated Due Date |
|----------------------|--|---------------------------|
| 1 | Scoping and planning | N/A |
| 2 | Right of way and land acquisition | N/A |
| 3 | Permits | 7/30/2014 |
| 4 | Final plans/bidding engineering documents | N/A |
| 5 | Construction contract award | 9/30/2014 |
| 6 | Project completion | 12/31/2015 |

Table 2 – Funding Breakdown

| | | | |
|----------|--|---------------------|---------------------|
| A | Total Not To Exceed Grant Fund Allocation | \$400,000 | |
| B | ConnectOregon V twenty (20) percent required match | \$100,000 | |
| C | ConnectOregon V Total | | \$500,000 |
| D | Other Funds In Addition to twenty (20) percent Required Match | \$15,500,000 | |
| E | Total Project Funding | | \$16,000,000 |

EXHIBIT B

Recipient Requirements

- I.** Recipient shall comply with all applicable requirements of ORS 367.080 to 367.086, OAR chapter 731, Division 35. Failure by Recipient to comply with these requirements will subject Recipient to the sanctions as described in OAR735-035-0080.
- II.** Recipient shall comply with ORS 280.518, which requires any economic development program financed with proceeds from the state lottery to display a sign in a conspicuous location on Project site or specify in the program information that Project is financed with proceeds from the state lottery. ODOT will provide standard signage as appropriate. If Recipient chooses to make a custom sign, Recipient must obtain written approval from ODOT's *ConnectOregon* Program Manager to use its custom sign and Recipient shall be responsible for the cost of such custom signage. If Project site is remote and a sign would not be visible to the public, Recipient shall provide proof to ODOT's *ConnectOregon* Program Manager that Recipient has specified in its program information that Project is financed with proceeds from the state lottery.
- III.** Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
- IV.** Recipient acknowledges and agrees that, whenever 839-025-0230(4) requires ODOT as the public agency providing public funds for a project that is a public work under ORS 279C.800(6)(a)(B) to pay the fee required under ORS 279C.825, ODOT will calculate and pay the fee and deduct the amount of the fee from Recipient's Grant Funds under this Agreement.
- V.** Recipient shall notify ODOT's Project Liaison and ODOT's *ConnectOregon* Program Manager in writing when any contact information changes during the term of this Agreement.
- VI.** Recipient must provide matching funds in an amount equal to twenty (20) percent of the eligible Project Costs. Matching funds must be used for elements necessary for implementation of Project, including land, excavation, permits, engineering, payroll, special equipment purchase, rental or lease. Recipient is responsible for all costs in excess of the Grant Funds.
- VII.** Recipient shall pay back all of the Grant Funds to ODOT if Project is not completed in accordance with, or consistent with Exhibit A and Exhibit E, as each may be amended. Recipient obligations for Recovery of Grant Funds are provided in Section 6.d of this Agreement.
- VIII.** Recipient and ODOT's Project Liaison shall, upon completion of all on-site work for the Project, perform an on-site review. Once review is completed, the ODOT Project Liaison may recommend acceptance of Project by signing the *ConnectOregon* "Recommendation of

Acceptance” (Form 734-2649), which also must be signed by Recipient. The form is available at: <http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>.

- IX.** Recipient shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. ODOT and Recipient agree that the useful life of Project is defined as twenty (20) years. Recipient has, by submitting its application for this *ConnectOregon* V grant, represented and certified to sufficient funds and to its ability to operate and maintain Project. Recipient agrees to require any successor owner of the Project property to comply with this requirement. Failure to comply with this requirement may be remedied by Recipient or its successor in interest by (a) restoring the property to the uses(s) required by this Agreement or (b) repayment of expended funds. In the event repayment of expended funds is required, the amount determined using the Straight Line Depreciation (SLD) method must be repaid to ODOT. The SLD is calculated by taking the grant amount divided by twenty years. ODOT may conduct site reviews of the Project as provided in Section 8.a of this Agreement throughout the useful life of the Project. This paragraph shall survive any expiration or termination of this Agreement.
- X.** Recipient shall, upon execution of this Agreement and as a condition to this Agreement, complete and file with the appropriate County Clerk, “Memorandum of Agreement and Acknowledgment of ODOT Assistance”, substantially in the form of Exhibit D attached hereto and by this reference made a part hereof. Recipient shall provide confirmation of this filing by forwarding to ODOT’s *ConnectOregon* Program Manager a notarized copy of the recorded Memorandum of Agreement and Acknowledgment of ODOT Assistance. By means of said acknowledgment of Recipient’s financial obligations, the continued use of said property for public purposes, and the maintenance of the facility or service at a level consistent with normal depreciation or demand or both is recognized and attached to the property as conditions. Any interest in said property by ODOT is proportional to the state participation in Project. While in default of conditions of this Agreement, Recipient will be ineligible to receive state funds from any ODOT-administered program for any project on a street, road or property. The Memorandum of Agreement and Acknowledgment of ODOT Assistance shall remain in place for the useful life of Project. ODOT acknowledges that such interest shall not be deemed a lien, mortgage, deed of trust or other security instrument or interest granted by Recipient for security purposes. The useful life of Project is defined as twenty (20) years. Reimbursement to Recipient will not be made until the Recipient receives a letter from the *ConnectOregon* Program Manager indicating that the conformed copy of the Memorandum of Agreement and Acknowledgement of Assistance has been received. Recipient may have additional obligations to meet in prior to receiving reimbursement for construction costs identified in this Agreement.
- XI.** Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed. These photographs must be provided to the ODOT Project Liaison and ODOT’s *ConnectOregon* Program Manager.

XII. Additional requirements

A. Prerequisites for Reimbursement of Construction Costs

- 1. Matching Funds provided by FAA.** If a source of matching funds for this Project is a Federal Aviation Administration (FAA) Grant, Recipient shall provide a copy of the fully executed FAA Grant Agreement(s) that provide(s) the matching funds. The copy of the FAA Grant Agreement must be provided to ODOT's *ConnectOregon* Program Manager prior to any costs being considered eligible for reimbursement and actually being reimbursed from Grant Funds. The matching funds must be available and committed for the duration of Project. When Recipient provides a copy of the FAA Grant(s) to ODOT's *ConnectOregon* Program Manager, Recipient may request disbursement of the Grant Funds.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

- i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODOT. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by ODOT:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- iv. ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include ODOT, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- v. "TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- vi. NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- vii. CERTIFICATE(S) OF INSURANCE.** Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The Recipient shall immediately notify ODOT of any change in insurance coverage.

After recording, return to:

EXHIBIT D

MEMORANDUM OF AGREEMENT AND ACKNOWLEDGEMENT OF ODOT ASSISTANCE

[State Recording Authority: ORS 93.710 and ORS 205.130(2)]

Agreement Number: 30140

Project Name: Runway Safety Areas

Grant Agreement No. 30140 ("Grant Agreement") between the City of Brookings and the State of Oregon, Department of Transportation (ODOT) was executed on _____. Pursuant to Exhibit B, Section VII, of the Grant Agreement, upon the recording of this document, the City of Brookings will receive Grant Funds for Project described in the Grant Agreement. The property and assets under the jurisdiction of the City of Brookings will be improved with the assistance from the State of Oregon, Department of Transportation, in accordance with the terms of the Grant Agreement. Such assistance will be provided to City of Brookings, in reimbursement of costs associated with the Runway Safety Areas. The use and disposition of said property is subject to the terms of the Grant Agreement, copies of which may be obtained from the Director of ODOT. A description of the improved property is attached.

(Insert Recipient Name)

By: _____
(Name of person)

(Notary Stamp)

Title: _____

State of Oregon: County of _____

Signed or attested before me on _____ by _____
(Date)
(name(s) of person(s))

_____ My commission expires on _____.

STATE OF OREGON, DEPARTMENT OF TRANSPORTATION

By: _____
McGregor Lynde

(Notary Stamp)

Title: Active Transportation Section Manager

Signed or attested before me on _____ by _____
(Date)
(name(s) of person(s))

_____ My commission expires on _____.

Oregon Department of Transportation; 555 13th Street NE, Salem, OR 97301-4178.



Del Norte County Regional Airport

Runway Safety Area Improvement Project
&
Terminal Replacement Project

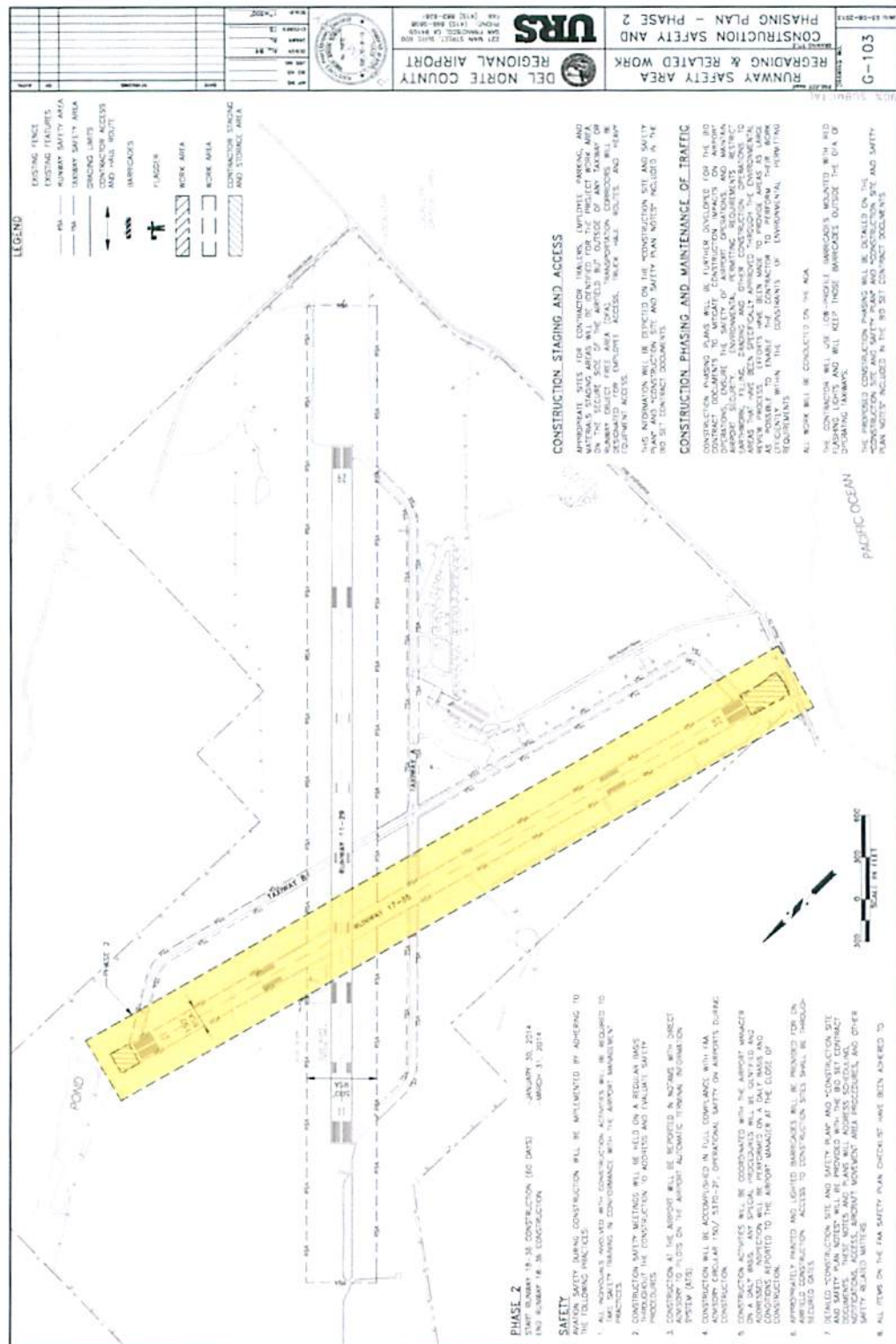
Project Site Map

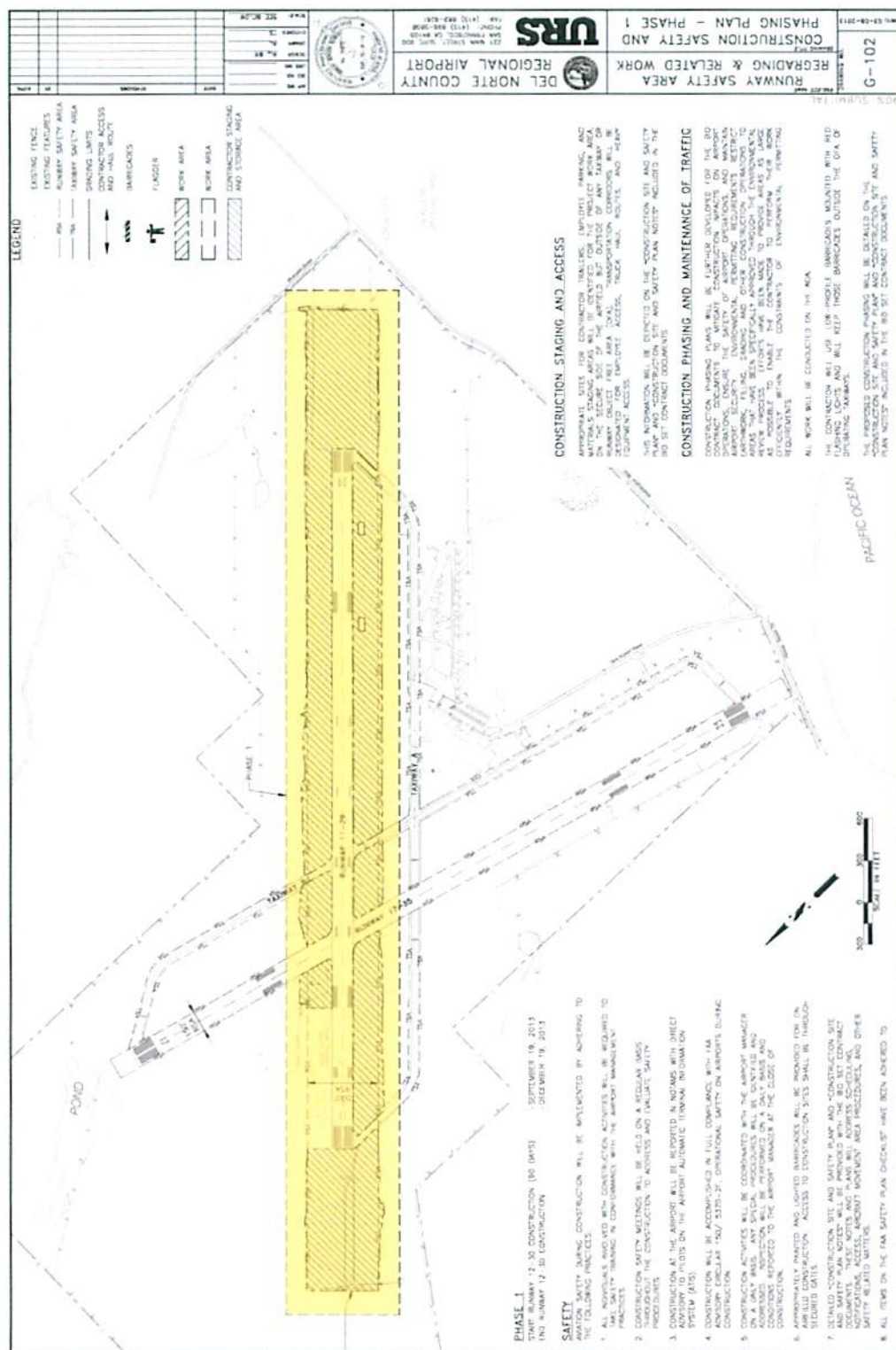


Runway Safety Area Improvement Project

An RSA is the surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.”

The 2006 Federal Department of Transportation Appropriations Act requires that every commercial airport meet the improved RSA Safety Area standards by December 31, 2015.





Runway Safety Area Improvement Project

- There is an immediate need for additional environmental work to meet permit conditions requiring an additional \$600,000-800,000 beyond what is currently available in FAA grant funding. This work must be accomplished in the first quarter of 2014 prior to any grant award for the RSA project.

It was hoped that the additional mitigation site work (\$600,000-\$800,000) for the RSA project could be funded in the FAA 2013 grant cycle. However, due to Coastal Development Permit (CDP) issuance occurring in September instead of August, we were unable to obtain funding in that cycle. This has led to the need of immediate funding to complete that portion of the RSA project to satisfy permit conditions.

Runway Safety Area Improvement Project

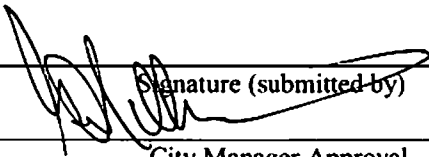
- Staff will submit the additional mitigation site work to FAA with a request for funding along with the RSA construction grant application. There is not a guarantee that those funds will be awarded.
- The RSA work must be complete before December 31, 2015
- The RSA project must come before the terminal project
- RSA Construction Bidding will be in early 2014
- FAA Grant Application, based on bids, will be submitted in Spring, 2014. We have an FAA "Intent to Fund" but we must be able to assure them that we will have the matching funds estimated at 1 million, which is 5% of the total estimated cost of 20 million.
- FAA Grant award for the RSA project is anticipated by June, 2014.
- RSA Construction is anticipated to begin in Fall, 2014

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 8, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Placement of Public Radio Broadcast Antenna on Public Safety Communications Tower

Recommended Action:

Motion to authorize City Manager to prepare and execute an agreement with Curry Coast Community Radio to install and maintain a radio broadcast antenna on the City public safety communications tower, with the term of the agreement to be three years and with the applicant to pay all costs associated with installing and maintaining the antenna, including electricity costs.

Financial Impact:

See below.

Background/Discussion:

This matter was discussed at the City Council workshop on September 2, 2014.

The City has received a request from Curry Coast Community Radio (CCCR), a non-profit organization, for the installation of a broadcast antenna on the City's public safety communications tower.

Staff has conferred with the Public Safety Department and with the City's tower maintenance contractor and has confirmed that the placement of the proposed antenna would not interfere with the use of the tower for public safety purposes.

CCCR would pay the estimated \$5,200 cost of the installation. They are seeking a waiver of any ongoing fees for hosting the antenna. Staff has not yet drafted an agreement, but an agreement would address such issues as removal or relocation of the antenna if it becomes necessary for public safety communications purposes.

The estimated monthly electricity cost for the antenna is \$10-20.00.

According to CCCR representatives, the new radio station will not be a "commercial" station in that they will not be selling and broadcasting advertising. A similar station recently began operation in Crescent City.

Attachment(s):

- a. Letter from Curry Coast Community Radio
- b. Triplicate article

**KCIW 100.7 FM
WHAT RADIO IS MEANT TO BE**

Curry Coast Community Radio

**Curry Coast Community
Radio, Inc.
P.O. Box 565
Brookings, OR 97415**

August 25, 2014

**Gary Milliman
City Manager
898 Elk Dr.
Brookings, OR 97415**

Dear Mr. Milliman

Curry Coast Community Radio is an initiative to create a low-power FM community radio station in the community of Brookings-Harbor. Our mission is to provide an effective forum for the free exchange of artistic expression, information, and differing points-of-view to encourage communication, cooperation, and collaboration among local government entities, schools, service groups, other non-profits, and population segments whose voices are not often heard or heeded.

We are an Oregon nonprofit corporation established on October 1, 2013. We were granted an FCC Construction Permit on February 3, 2014, allowing us to proceed with the construction of a low-power FM community radio station. We will go on the air with the call sign KCIW and will broadcast on a frequency of 100.7 FM. Our signal will be received through most of the Brookings-Harbor area, and we will stream our programming on the Internet to all of Curry County (and the world). Our web site is <http://kciw.org>.

We depend on contributions from the community for ongoing financial support and are seeking grant funding to pay for start-up costs.

To most effectively serve our community we need to locate our broadcast antenna in a central location with line-of-sight to the great majority of Brookings-Harbor residents. The City of Brookings antenna tower located adjacent to City Hall is in an ideal location for this purpose. We propose to enter into an agreement with the City of Brookings for the free use of the tower in exchange for a commitment on our part to provide an emergency broadcast capability directly accessible to City emergency services.

We have discussed our proposal informally with you and Lt. Donny Dotson. The purpose of this letter is to begin to formalize an agreement.

Specifically, we propose to:

1. Mount a small circular polarization broadcast antenna at the 100-ft level on the tower. Our FCC license limits output to 100w effective radiated power.
2. Mount a 13" dish antenna on the tower at a location with line-of-sight to our studio. This will provide the studio-to-transmitter link.
3. Locate a rack-mounted transmitter and an IP CODEC in the tower utility building. Total rack height used will be approximate 10".
4. Route a transmitter cable from the transmitter to the antenna and an ETHERNET (POE) cable from the IP CODEC to the dish antenna.
5. Establish an interface from City emergency services directly to the transmitter to allow emergency services to instantly preempt normal programming to broadcast emergency information.

In addition, we will provide emergency backup power at our studio to allow continued studio operation in the event of a power failure.

We agree to pay any and all costs of equipment installation at the tower site.

All activities relating to the installation of equipment and broadcast operation at the tower site will be coordinated with the City.

We're eager to work with the City to move this effort forward. Please feel free to contact me if you have any questions.



Tomas Bozack
President
Curry Coast Community Radio, Inc.
541-254-0935

Local's nonprofit radio station on air

We have a wonderful new radio station in town, KFUG FM 101.1, owned by Paul Critz. KFUG was begun by Jim Wayman, who started streaming KFUG from his home in town many years ago. Much later, while Critz was running a local photography studio, he started doing disc jockey programs for Wayman. When KFUG was up for sale in 2011, Critz decided to buy it because he wanted

Senior Sleuth

by Joan Miles



to get back into radio, which had been his first job in high school and college.

Back in the '80s when Critz was a teenager, he used to visit his father in Crescent City and listen to

Bill Stamps on the radio. He hated the music, but it was really "cool" to hear Bill Stamps. He was the "Voice of Crescent City," Critz said. "He was really impressive. It was a kind of broadcast you really don't have the opportunity to see or hear anymore. He would talk about the people he ran into that morning at the post office. Everybody knew him. It wasn't like listening to radio. It was like

a personal conversation. He was a consummate professional.

"I wish I still considered myself more of a disc jockey, but I have to run the radio station. This is a nonprofit and I don't draw a salary. Nobody here draws a salary. So I have to work on the side. I do videography. That's how I make my money. And I technically have a show every

See Sleuth / B3

SLEUTH

Continued from B1

weekday from 10 to noon, although the last couple of weeks it's been hard to do. The FCC license we have is strictly for nonprofits. It's a community radio low-power FM. You have to be a nonprofit to get one of those."

Initially, Critz tried to be a for-profit station, but it cost many thousands of dollars to get an FCC license that way. Then the FCC decided to hand out low-power FM licenses last year for the first time in 13 years. So Critz filed the paperwork and became a nonprofit.

"We were a shoe-in because we were in a small town, and not near a lot of other radio stations. We were already on the air, operating as a for-profit low-power AM station. But this made our sound much better.

"Every radio station has to have an engineer. Somebody who knows everything about the FCC regulations and how the transmitter works and also

runs the nuts and bolts of the thing. We have a retired engineer who volunteered to help in that capacity, Jeff Stouffer, who's also working as a school bus driver. He's a big 6-foot-6-inch guy with white hair, and everyone calls him Shorty. Not only has he given us his time and materials, but also his own money. And he donates things like the metal mast that our antenna is on over on top of the Elks.

"I'm hoping KFUG will pay for itself. But it's also important to get up every morning and do something you love. Right now, for KFUG to pay for itself, it would be about \$1,500 a month. And we're bringing in about \$1,100 a month in underwriting. I have about a dozen underwriters. It's taken a couple of years to get where we are.

"My girlfriend, Lihi Halperin, is a DJ here at KFUG. We're doing a monthly tourism video for *exploredelnorte.com*. We just finished our first one about fun things to do on the Smith River in the sum-

mer and sold ads for it. We also did one for the rancheria and Patrick's Creek. Thousands of people come on *exploredelnorte.com* every month.

"We have about 27 people on the air right now. Back at the height of the school year, we had over 40, including shows with teenagers. My daughter also has a show. When the teachers come back, I want to talk to those who do media classes at the high school and set up some sort of internship. I'd like to get more journalistic things on the air, like Dan Schultz's "Counter-Culture Radio" on Monday, 7-8 p.m., and "Gender Talk" on Thursday, 7-9 p.m. And we have two hours of broadcasting in the Hmong language and two hours in Spanish.

"I also hope to get more political discussions on air. Democrats are a little to the right of me. I may even be more radical than the socialists."

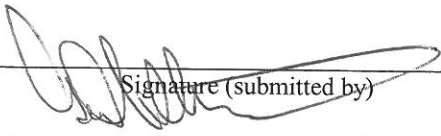
Senior Sleuth runs every two weeks. Reach Joan Miles at 464-2729 or at esl.joan.miles@yahoo.com.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 8, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Radio Advertising

Recommended Motion: Motion to approve the Tourism Promotion Advisory Committee's (TPAC) recommendation to contract with Radio Medford for radio advertising to promote upcoming off-season tourism events.

Financial Impact: \$2,128 from the Transient Occupancy Tax revenue programmed for radio advertising.

Background/Discussion: TPAC has reviewed proposals from three radio broadcast stations to run advertising for off season events to encourage tourism. Radio Medford's proposal would provide for a total of 304 30-second commercials on two radio stations over a three-month period at a cost of \$2,128. Radio advertising would begin approximately two weeks before scheduled events such as Oktoberfest, Festival of Lights and Crabfest.

Attachment:

- a. Radio Medford Partnership Proposal



Partnership Proposal

Radio Medford will assist in creating a successful marketing campaign to promote The Port of Brookings Harbor, by effectively reaching listeners who will respond to their effective message and make it top of mind and their destination for the weekend!

June 23 – September 21 Schedule (2 consecutive weeks per month)

105.1 "The Wolf"

- 12x M-F, 6a-7p
- 12x M-F, 7p-12m (\$0)
- 8x Sa-Su, 7a-7p (\$0)
- For a total of: 160 x commercials

Lite 102

- 10x M-F, 6a-7p
- 10x M-F, 7p-12m (\$0)
- 8x Sa-Su, 7a-7p (\$0)
- For a total of: 144 x commercials

Summary:

- 304 x commercials on 105.1 "The Wolf" and Lite 102

Investment: \$2,128

(will be split to \$532 per June, July, August and September)

Approved by: _____ Date: _____

BROOKINGS HARBOR


Schedule Description: SUMMER / FALL 2014

Flight Dates: 06/23/2014-09/21/2014

From: Bre Manley

Phone: (541) 779-1550

Email: bmanley@radiomedford.com

| | Time of the day commercials will air | Number of commercials | Length | Unit Rate | Total Cost |
|---|---|--------------------------|--------|---------------|-------------------|
| Radio Total | | 304 | | \$7.00 | \$2,128.00 |
| KAKT-FM | | 160 | | \$7.80 | \$1,248.00 |
|  | 6/23/2014 | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 6/30/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 7/21/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 7/28/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 8/11/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 8/25/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| 9/1/2014 | | 20 | | \$7.80 | \$156.00 |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |



KCMX-FM



| | | | | | |
|-----------|---|--------------------------|--------|-----------|------------|
| 9/15/2014 | | 20 | | \$7.80 | \$156.00 |
| | Time of the day commercials will air | Number of commercials | Length | Unit Rate | Total Cost |
| | M-F 6A-7P | 6 | 30 | \$26.00 | \$156.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 6 | 60 | \$0.00 | \$0.00 |
| | | 144 | | \$6.11 | \$880.00 |
| 6/23/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 6/30/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 7/21/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 7/28/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 8/11/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 8/25/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 9/1/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |
| | Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| | M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |
| 9/15/2014 | | 18 | | \$6.11 | \$110.00 |
| | M-F 6A-7P | 5 | 30 | \$22.00 | \$110.00 |



| | | | | |
|---|--------------------------|--------|-----------|------------|
| Sa-Su 7A-7P | 8 | 30 | \$0.00 | \$0.00 |
| Time of the day commercials will air | Number of commercials | Length | Unit Rate | Total Cost |
| M-F 7P-12M | 5 | 60 | \$0.00 | \$0.00 |



Media Kit

1438 Rossanley Drive • Medford, Oregon 97501 • Phone (541) 779-1550 • Fax (541) 776-2360



Station Profile

| | | |
|-------------------------------|---|--|
| Call Letters/Name: | KTMT-FM "NOW 93.7" | |
| Dial Position: | 93.7 (31,000 watts) | |
| Positioning Statement: | NOW 93-7, We play all the hits! | |
| Format: | CHR - Today's Hit Music on NOW 93.7. Featuring the hottest music from Justin Timberlake, Rihanna, Justin Bieber, Katy Perry, Maroon 5 and more! | |
| Target: | People 18-49. Secondary W18-49 | |
| Station Features: | "Jojo Lopez and the Most Music in the Morning," Commercial Free ride home everyday at 5 pm. | |
| Communities Served: | Licensed to Medford, NOW 93-7, KTMT-FM Serves Medford, Ashland, Grants Pass, Jacksonville, Gold Hill, Eagle Point, Northern California, Klamath Falls and more. | |
| Translator Locations: | Alturas, Happy Camp, Yreka, Klamath Falls, 100.9, Grants Pass 92.1, Jacksonville, Ashland 93.3. | |
| Key Facts: | With the transmitter located on 7,500 ft Mt. Ashland, KTMT has one of the highest FM transmitters in the U.S., which makes for a huge coverage area. KTMT has also received the highest radio industry, community service honor, the Crystal Award. | |
| Air Personalities: | <ul style="list-style-type: none">• JoJo Lopez• Angela• Felix• DJ Q | <ul style="list-style-type: none">6a-10a10a-3p3p-7p7p-12a |
| Online: | now937.com | |



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 40.4% |
| Women | 59.6% |

Age:

Median Age: 32

| | |
|-------|-------|
| 18-24 | 28.4% |
| 25-34 | 30.1% |
| 35-44 | 21.6% |
| 45-54 | 13.2% |
| 55-64 | 5.1% |
| 65+ | 1.7% |

Household Income:

Median Household Income: \$63,600

| | |
|-------------------|-------|
| \$100K+ | 28.3% |
| \$75,000-\$99,999 | 13.3% |
| \$50,000-\$74,999 | 19.7% |
| \$30,000-\$49,999 | 17.9% |
| <\$30,000 | 20.9% |

Education:

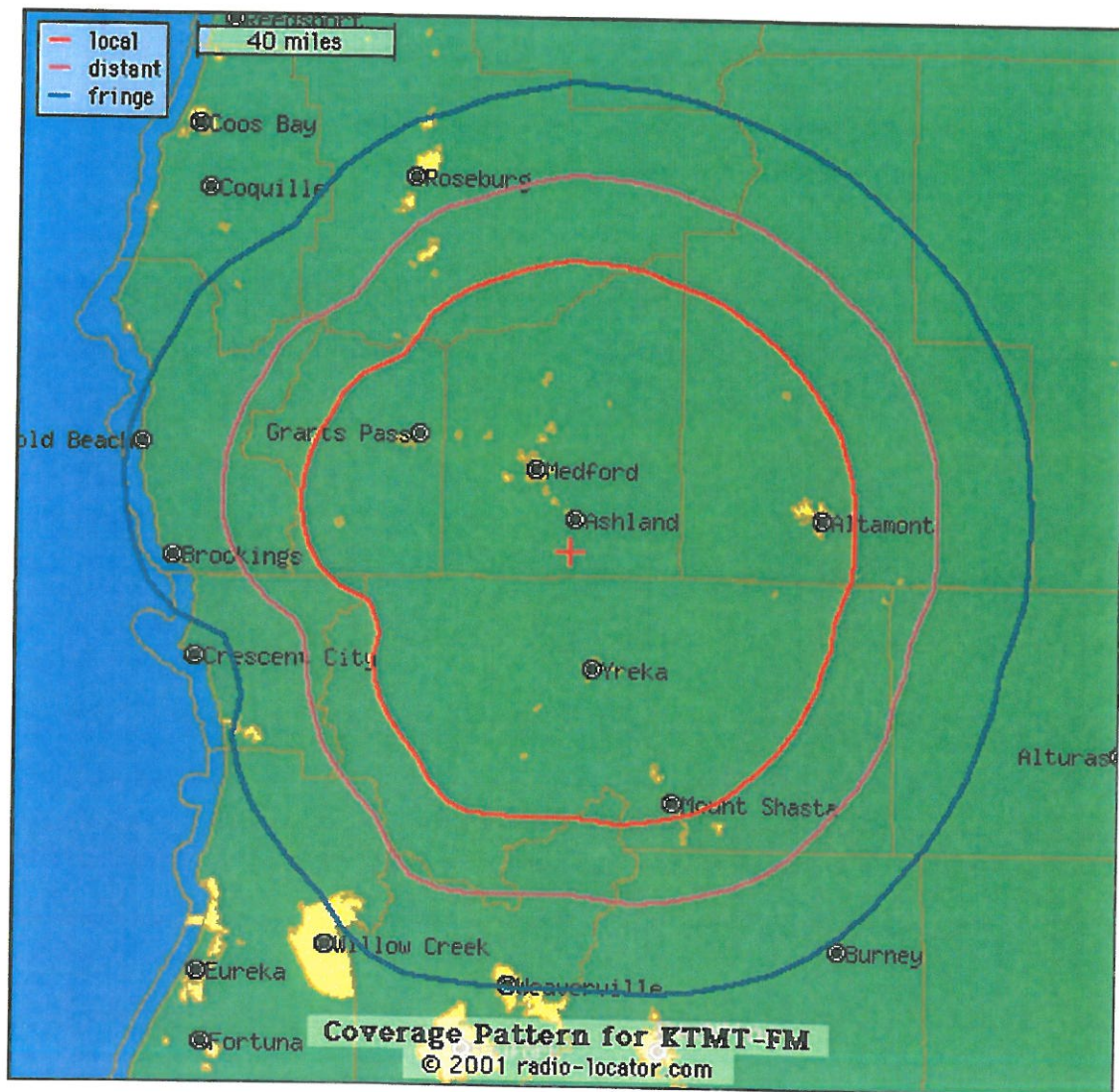
| | |
|--------------------------------------|-------|
| College Graduate or More | 29.4% |
| Some College | 30.2% |
| High School Grad or Equivalent (GED) | 30.6% |
| <Grade 12 Education | 9.9% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 24.5% |
| Sales and Office Occupations | 19.7% |
| Natural Resources, Construction, Maintenance Occupations | 4.7% |
| Other Employed | 21.9% |



NOW 93.7 Coverage Map





Station Profile

| | | | | | | | | | |
|-------------------------------|---|------------------------|----------|---------|--------|----------------|--------|----------------|---------|
| Call Letters/Name: | KBOY-FM | | | | | | | | |
| Dial Position: | 95.7 (60,000 Watts) | | | | | | | | |
| Positioning Statement: | Southern Oregon's Classic Rock station, Continuous Classic Rock, All Classic Rock All the Time | | | | | | | | |
| Format: | Classic Rock from the 60s to the 90s by artists like: Eagles, Led Zepplin, Rolling Stones, Pink Floyd, Aerosmith, The Who, and more. | | | | | | | | |
| Target: | 25 – 54 year olds, skewing 65% male who listen mostly to Classic Rock. On a narrow basis our core is 30 – 44 year olds. | | | | | | | | |
| Station Features: | 95-minute Commercial Free ride each day at 10 am, Work-Force Double Shot from 12 pm to 1 pm, Work-Day Triple Play at 5 pm. | | | | | | | | |
| Communities Served: | Licensed to Medford, 95.7 KBOY-FM serves Medford, Ashland, Grants Pass, Jacksonville, Gold Hill, Eagle Point, Northern California, and more. | | | | | | | | |
| Translator Locations: | Ashland 95.7, Grants Pass 96.1 | | | | | | | | |
| Key Facts: | Southern Oregon's first radio station. Rocking since 1958. KBOY FM is famous for its #1 rated Morning Show for over the past 20 years, comedians "Bob & Tom". | | | | | | | | |
| Air Personalities: | <table><tr><td>• The Bob and Tom Show</td><td>5a – 10a</td></tr><tr><td>• Sarge</td><td>10a-3p</td></tr><tr><td>• Kelly Clarke</td><td>3p –7p</td></tr><tr><td>• Alice Cooper</td><td>7p –mid</td></tr></table> | • The Bob and Tom Show | 5a – 10a | • Sarge | 10a-3p | • Kelly Clarke | 3p –7p | • Alice Cooper | 7p –mid |
| • The Bob and Tom Show | 5a – 10a | | | | | | | | |
| • Sarge | 10a-3p | | | | | | | | |
| • Kelly Clarke | 3p –7p | | | | | | | | |
| • Alice Cooper | 7p –mid | | | | | | | | |
| Online: | 957kboy.com | | | | | | | | |



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 65.7% |
| Women | 34.3% |

Age:

Median Age: 43.9

| | |
|-------|-------|
| 18-24 | 12.9% |
| 25-34 | 18.1% |
| 35-44 | 21.9% |
| 45-54 | 30.2% |
| 55-64 | 14.4% |
| 65+ | 2.6% |

Household Income:

Median Household Income: \$72,400

| | |
|-------------------|-------|
| \$100K+ | 31.6% |
| \$75,000-\$99,999 | 16.5% |
| \$50,000-\$74,999 | 19.8% |
| \$30,000-\$49,999 | 16.2% |
| <\$30,000 | 15.8% |

Education:

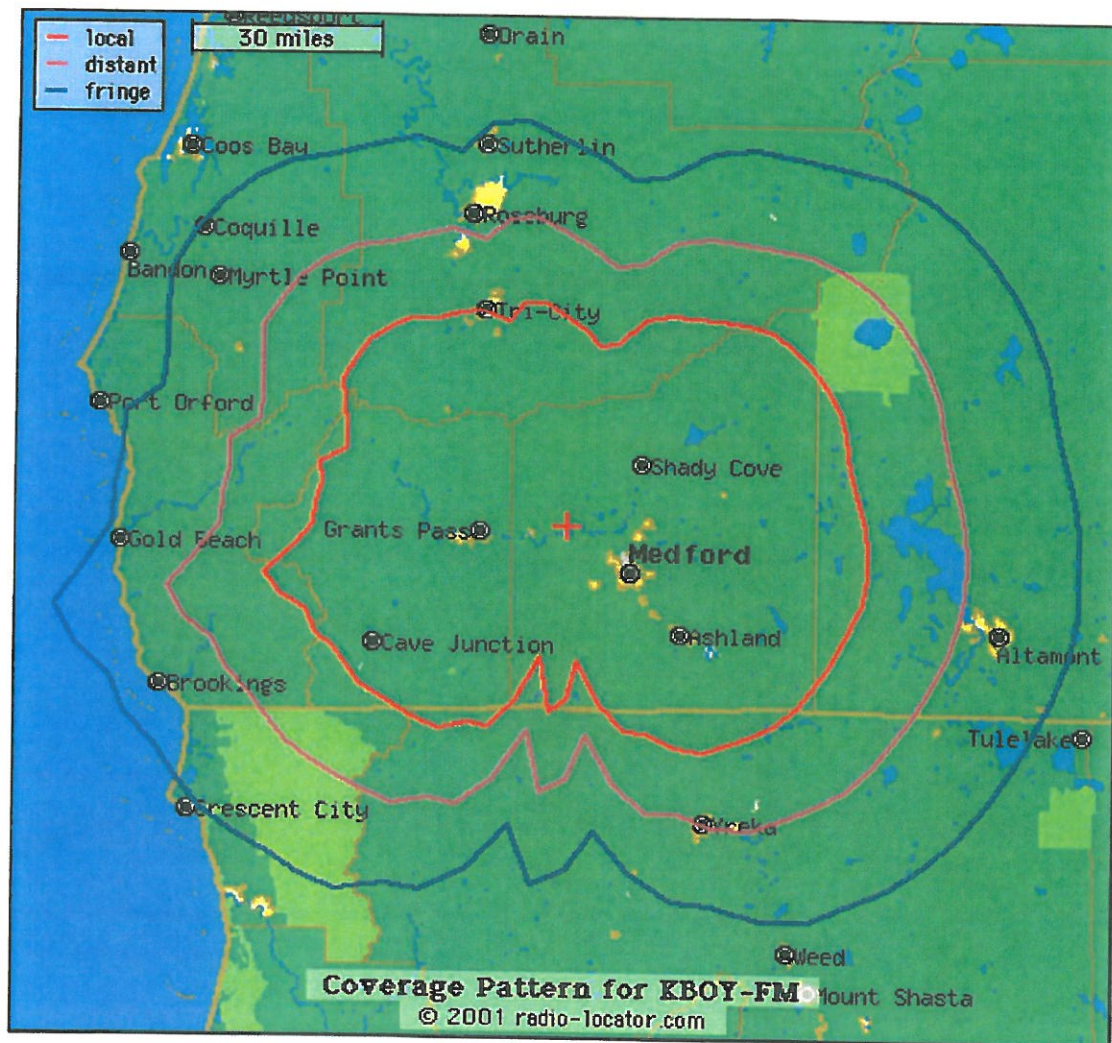
| | |
|--------------------------------------|-------|
| College Graduate or More | 28.5% |
| Some College | 31.2% |
| High School Grad or Equivalent (GED) | 33.8% |
| <Grade 12 Education | 6.5% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 25.8% |
| Sales and Office Occupations | 17% |
| Natural Resources, Construction, Maintenance Occupations | 11.3% |
| Other Employed | 21.9% |



KBOY FM Coverage Map





Station Profile

| | |
|-------------------------------|--|
| Call Letters/Name: | KCMX-FM aka – Lite 102 |
| Dial Position: | 101.9 (32,000 watts) |
| Positioning Statement: | Soft Rock, Lite 102 "Your Official Listen At Work Station", "Lite – the most music in the Rogue Valley, Lite 102" |
| Format: | Mainstream Adult Contemporary. Since 1981, Lite 102 has been playing the songs you love by the artists you know, like Elton John, Phil Collins, James Taylor, Tears for Fears, Fleetwood Mac, Faith Hill, Rod Stewart and more! No station plays a better variety of favorites from the 70s to today. Lite 102 is the perfect station to listen to all day at work. |
| Target: | The wide target is 25 – 54 year olds. A narrow focus is on 35 to 48 year old females. |
| Communities Served: | Licensed to Ashland/Medford, Lite 102 KCMX-FM serves Medford, Ashland, Grants Pass, Jacksonville, Gold Hill, Eagle Point, White City, and surrounding areas. |
| Translator Locations: | Grants Pass 107.1 |
| Air Personalities: | <ul style="list-style-type: none">• "Intelligence For Your Life w/John Tesh" 5a – 9a• Rick Gary 10a – 3p• Leslie Haze 3p – 7p• Delilah 7p – Mid <u>SATURDAY</u> <ul style="list-style-type: none">• John Tesh 5a – 9a <u>SUNDAY</u> <ul style="list-style-type: none">• John Tesh 9a – Noon |
| Online: | lite102.com with LIVE streaming |



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 36.9% |
| Women | 63.1% |

Age:

Median Age: 47.7

| | |
|-------|-------|
| 18-24 | 8.1% |
| 25-34 | 15.8% |
| 35-44 | 19.5% |
| 45-54 | 24.1% |
| 55-64 | 20.1% |
| 65+ | 12.3% |

Household Income:

Median Household Income: \$71,100

| | |
|-------------------|-------|
| \$100K+ | 32.7% |
| \$75,000-\$99,999 | 14.1% |
| \$50,000-\$74,999 | 20.5% |
| \$30,000-\$49,999 | 16% |
| <\$30,000 | 16.7% |

Education:

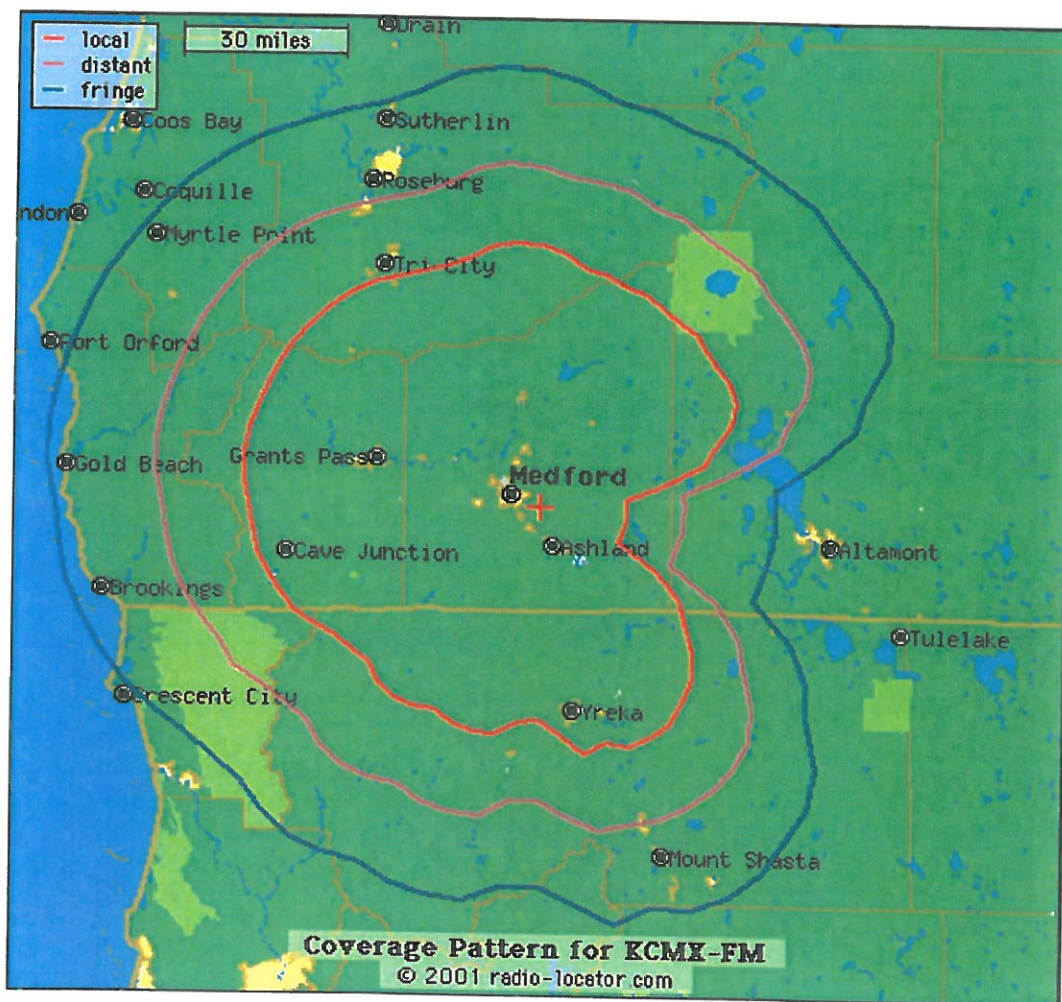
| | |
|--------------------------------------|-------|
| College Graduate or More | 37.6% |
| Some College | 28.6% |
| High School Grad or Equivalent (GED) | 27.2% |
| <Grade 12 Education | 6.6% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 30.1% |
| Sales and Office Occupations | 18.7% |
| Natural Resources, Construction, Maintenance Occupations | 4.7% |
| Other Employed | 16.2% |



KCMX FM Coverage Map





Station Profile

Call Letters/Name: KTMT-AM aka – ESPN Radio

Dial Position: 580 AM (1,000 watts)

Positioning Statement: ESPN Radio – Southern Oregon Home of Sports Radio

Format: Sports talk radio

Target: People 18-54 who love sports!

Communities Served: Serves Phoenix-Talent, Ashland, Medford, Jacksonville, Ruch-Applegate, Central Point, White City, Eagle Point, Shady Cove-Trail, Gold Hill, Rogue River, Grants Pass, Cave Junction, and more!

Line-up:

Weekdays

- | | |
|--------------------------------|--------|
| • Mike and Mike in the Morning | 3a-7a |
| • The Herd w/Colin Cowherd | 7a-10a |
| • Jim Rome on (CBS) | 10a-1p |
| • The Dan Le Batard Show | 1p-4p |
| • Sedano & Stink | 4p-7p |
| • Freddie Coleman Show | 7p-10p |
| • Sports Center | 10p-3a |

Saturday/Sunday

- Home of the Medford Rogues Baseball
- Home of the Seattle Seahawks
- High School Football / Basketball

Online: espn580.com



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 79.9% |
| Women | 20.1% |

Age:

Median Age: 46.6

| | |
|-------|-------|
| 18-24 | 5.5% |
| 25-34 | 19.2% |
| 35-44 | 21.3% |
| 45-54 | 23.2% |
| 55-64 | 17.6% |
| 65+ | 13.2% |

Household Income:

Median Household Income: \$90,700

| | |
|-------------------|-------|
| \$100K+ | 43.1% |
| \$75,000-\$99,999 | 18.5% |
| \$50,000-\$74,999 | 17.8% |
| \$30,000-\$49,999 | 12.2% |
| <\$30,000 | 8.4% |

Education:

| | |
|--------------------------------------|-------|
| College Graduate or More | 47.7% |
| Some College | 26.8% |
| High School Grad or Equivalent (GED) | 21.4% |
| <Grade 12 Education | 4.4% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 34.7% |
| Sales and Office Occupations | 18.2% |
| Natural Resources, Construction, Maintenance Occupations | 7.1% |
| Other Employed | 16.2% |

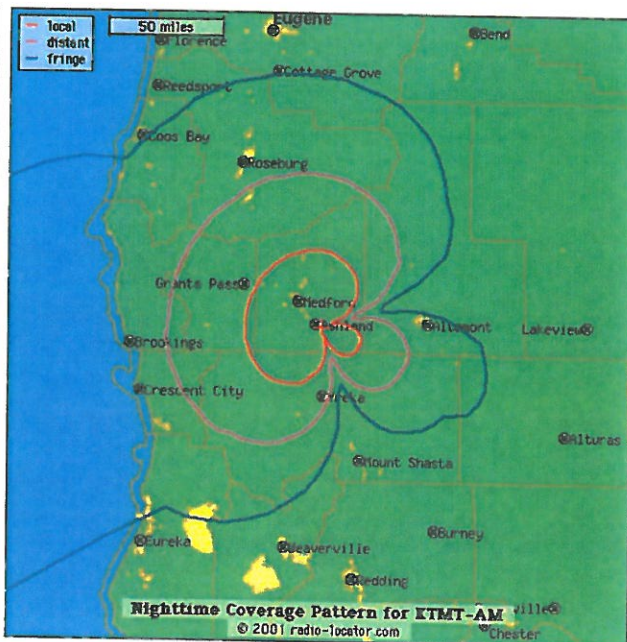
ESPN

AM RADIO 580

KTMT AM Coverage Map

Daytime Coverage

Nighttime Coverage





Station Profile

| | | | |
|-------------------------------|---|--|--|
| Call Letters / Name: | KAKT-FM "105.1 The Wolf" | | |
| Dial Position: | 105.1 FM | | |
| Positioning Statement: | "Southern Oregon is Wolf Country" | | |
| Format: | Country. The BEST in country music and high energy! Country fans know that Southern Oregon is Wolf Country. Brad Paisley, Taylor Swift, Zac Brown Band, Jason Aldean, Kenny Chesney, Lady Antebellum, Carrie Underwood and More! | | |
| Target Audience: | Persons 25-64 year olds who love Country Music. | | |
| Station Features: | "Mornings with Brian Bishop & Shannon Young," 2 hours commercial free starting at 9:00am. Home of Oregon State Beavers Sports. | | |
| Communities Served: | Licensed to Phoenix, Oregon, KAKT-FM. Serves Phoenix-Talent, Ashland, Medford, Jacksonville, Ruch-Applegate, Central Point, White City, Eagle Point, Shady Cove-Trail, Gold Hill, Rogue River, Grants Pass, Cave Junction, and more! | | |
| Translator Locations: | Grants Pass, Ashland and Jacksonville, 104.7 FM | | |
| Air Personalities: | <ul style="list-style-type: none">• Mornings w/ Brian Bishop & Shannon Young 6a-10a• Leslie Haze 10a-3p• Jim Diamond 3p-7p• "The Big Time" with Whitney Allen 7p-Mid• "After Midnight w/ Blair Garner Mid-6a | | |

Sunday

- **Bob Kingsley's Country Top 40**

Online: thewolf1051.com with LIVE streaming



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 33.2% |
| Women | 66.8% |

Age:

Median Age: 30.7

| | |
|-------|-------|
| 18-24 | 28.2% |
| 25-34 | 34.8% |
| 35-44 | 21.7% |
| 45-54 | 10.9% |
| 55-64 | 3.3% |
| 65+ | 1.2% |

Household Income:

Median Household Income: \$66,100

| | |
|-------------------|-------|
| \$100K+ | 29.3% |
| \$75,000-\$99,999 | 13.1% |
| \$50,000-\$74,999 | 21.1% |
| \$30,000-\$49,999 | 17.6% |
| <\$30,000 | 18.9% |

Education:

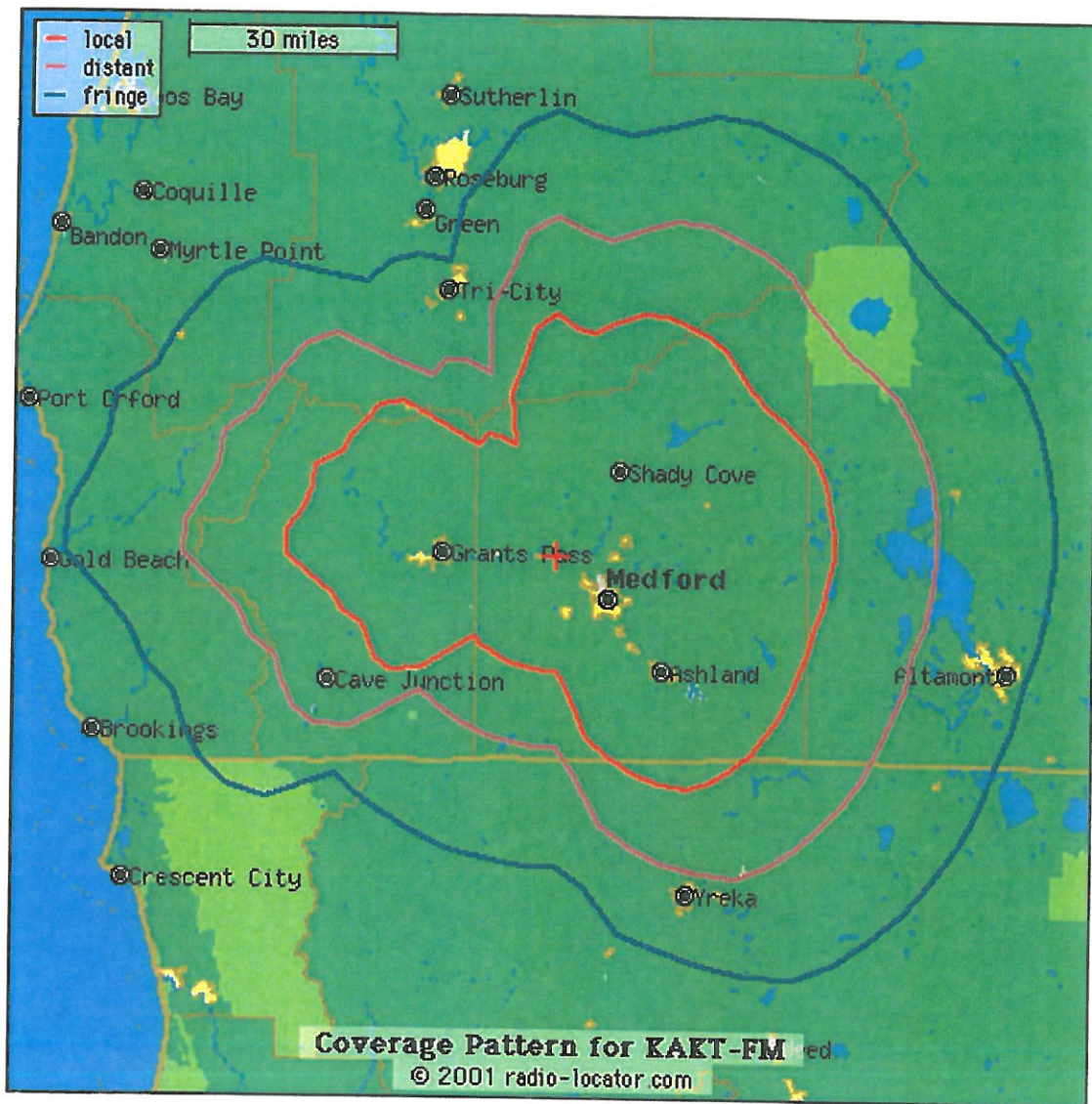
| | |
|--------------------------------------|-------|
| College Graduate or More | 24.9% |
| Some College | 34.4% |
| High School Grad or Equivalent (GED) | 34.3% |
| <Grade 12 Education | 6.5% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 24.4% |
| Sales and Office Occupations | 21.7% |
| Natural Resources, Construction, Maintenance Occupations | 5.5% |
| Other Employed | 23.9% |



KAKT FM Coverage Map



KCMX NEWSTALK AM 880



Station Profile

Call Letters/Name: KCMX-AM aka – KCMX Newstalk 880

Dial Position: 880 AM (1,000 watts)

Positioning Statement: Southern Oregon's Original Choice for News & Talk

Format: News/Talk – A perfect mix of live local programming with the top franchises in syndicated talk radio

Other Features: KCMX Newstalk 880 AM is also Southern Oregon's Home for U of O Ducks!

Target: Adults 35+

Line-up:

WEEKDAYS

| | |
|-----------------------------|-----------|
| • IMUS in the Mornings | 3a-5a |
| • First Light | 5a-6a |
| • Sunrise with Craig | 6a-9a |
| • Alex Jones | 9a-noon |
| • Lars Larson | noon-3p |
| • Mark Levin | 3p-5p |
| • KDRV Newswatch | 5p-5:30p |
| • Mark Levin | 5:30p-6p |
| • Dave Ramsey | 6p-9p |
| • Clark Howard | 9p-10p |
| • Lars Larson National Show | 10p-Mid |
| • KDRV Newswatch | 12 Mid-3a |

SATURDAY

| | |
|-----------------------------|----------|
| • Michael Medved | Mid - 3a |
| • On The House | 6a - 9a |
| • In The House | 9a - 12p |
| • In The Garden | 12p - 2p |
| • Cooking Outdoors | 2p - 3p |
| • Beer O'Clock | 3p - 4p |
| • Vinetime | 4p - 5p |
| • Kim Komando Computer Show | 5p-7p |
| • Clark Howard | 7p-Mid |

SUNDAY

| | |
|----------------------|-----------|
| • KDRV | Mid - 4a |
| • Alan Warren | 4a - 6a |
| • Dr. Bob Martin | 6a - 9a |
| • The Travel Show | 9a - Noon |
| • Forever Young | 12p - 1p |
| • Bob Brinker | 1p - 4p |
| • Michael Medved | 4p-8p |
| • Armed Forces Radio | 8p-Mid |

Online:

kcmxam.com



Station Demographic Profile- Adults 18+

Gender:

| | |
|-------|-------|
| Men | 60.8% |
| Women | 39.2% |

Age:

Median Age: 54.1

| | |
|-------|-------|
| 18-24 | 3.6% |
| 25-34 | 10.8% |
| 35-44 | 15.6% |
| 45-54 | 22.1% |
| 55-64 | 22.2% |
| 65+ | 25.7% |

Household Income:

Median Household Income: \$82,200

| | |
|-------------------|-------|
| \$100K+ | 38.5% |
| \$75,000-\$99,999 | 16.1% |
| \$50,000-\$74,999 | 19.3% |
| \$30,000-\$49,999 | 14.7% |
| <\$30,000 | 11.3% |

Education:

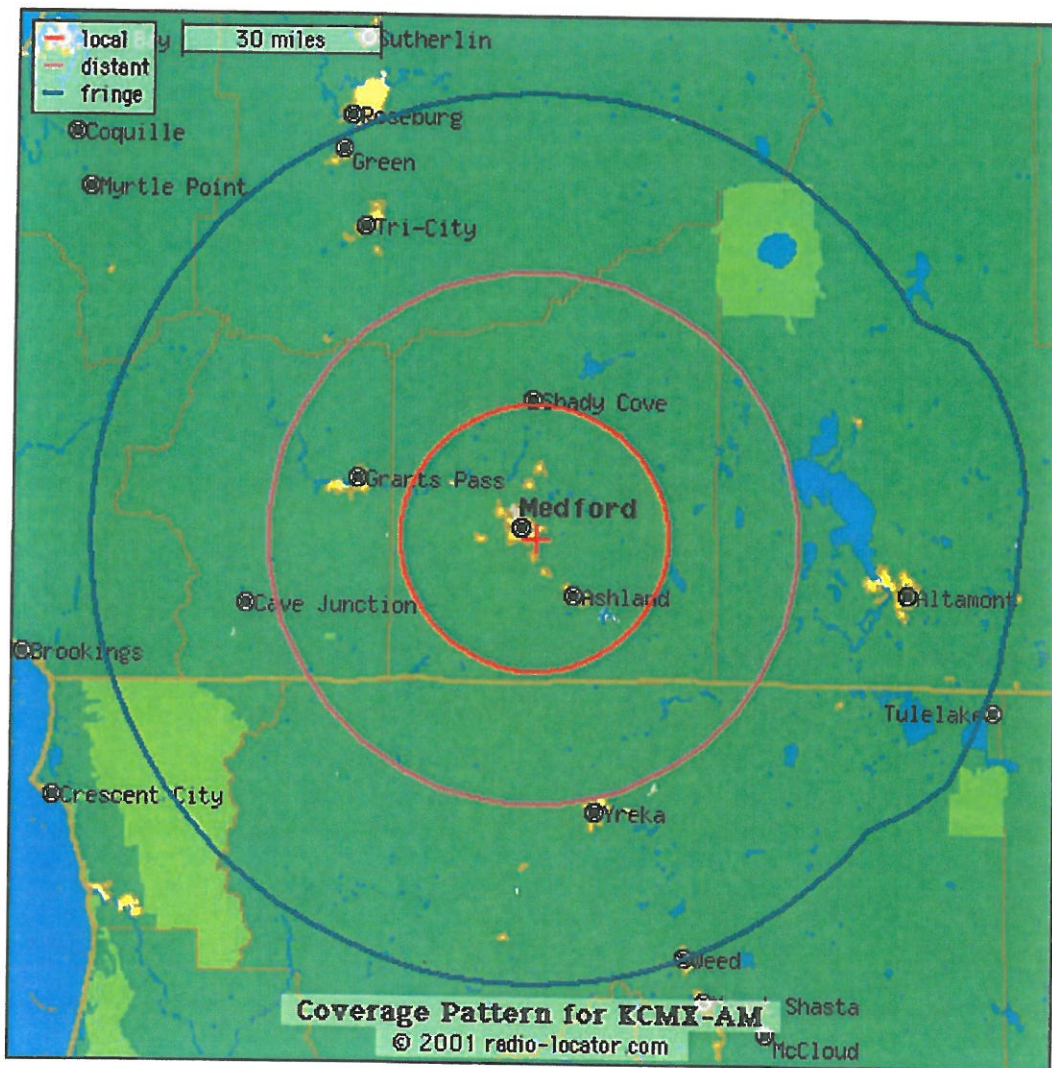
| | |
|--------------------------------------|-------|
| College Graduate or More | 49.3% |
| Some College | 26.3% |
| High School Grad or Equivalent (GED) | 30.8% |
| <Grade 12 Education | 3.6% |

Occupation:

| | |
|--|-------|
| Professional/Managerial | 34.7% |
| Sales and Office Occupations | 13.7% |
| Natural Resources, Construction, Maintenance Occupations | 4.5% |
| Other Employed | 12% |

KCMX NEWSTALK AM 880

KCMX AM Coverage Map




CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 8, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Legislative Services for Curry Health Network Emergency Department at Brookings Clinic

Recommended Motion:

Motion to confirm and authorize the engagement letter with the law firm of Davis Wright Tremaine for services in connection with securing rules and/or legislation to secure an Emergency Department for the Curry Health Network Brookings Clinic, and request that CHN share 50 per cent of the cost of said services.

Financial Impact:

Legal fees are not expected to exceed \$25,000 to develop a proposed rule and meet with legislators. Additional costs would be needed to pursue special legislation. A budget amendment will be needed once total costs are known; there are sufficient funds in reserve to undertake this project; staff is proposing that CHN share 50 per cent of the cost.

Background/Discussion:

The City Council has made establishing an Emergency Room/Department (ED) at the Curry Health Network (CHN) Brookings Clinic a top priority. Over the course of the last year, the Mayor and City Manager have met numerous times with CHN management; Mayor Hedenskog, councilor McClain and the City Manager made a presentation at a CHN Board meeting; the Mayor and City Manager have participated in meetings with federal and state regulators, and representatives of the Governor's Office...all in pursuit of securing an ED at the Brookings Clinic.

Based upon information that has come from the above referenced efforts, it appears that:

1. CHN is supportive of a proposal to establish a stand-alone ED at the Brookings Clinic.
2. There are no federal regulatory issues to satisfy or overcome to implement a stand-alone ED at the Brookings Clinic.
3. The Oregon Health Authority (OHA) has the authority to approve a stand-alone ED at the Brookings Clinic under Oregon Administrative Regulations (OAR) but a rule may be needed to narrow the criteria used in granting such permits.
4. If it is not possible to secure a rule and approval of a permit administratively, special legislation will be needed. Oregon Legislators will begin meeting the week of September 15 to discuss legislative initiatives for the 2015 session.
5. There will need to be a mechanism established to fund the ongoing capital and operation and maintenance costs of an ED at the Brookings Clinic. This could be accomplished by annexation of the Brookings/Harbor area into the Curry Health District or through the

formulation of a separate tax district. This issue cannot be addressed until clear authority is secured to operate an ED at the Brookings Clinic.

Staff contacted John DiLorenzo of the Davis Wright Tremaine (DWT) law firm in Portland to discuss items 3 and 4 above. DiLorenzo assists clients in developing proposed rules and legislation, and presenting rule and legislative proposals to the regulatory agencies members of the Legislature and the Governor's Office. Di Lorenzo has developed a strategy for pursuing the appropriate rule to facilitate approval of an ED for the Brookings Clinic. The City Manager executed an engagement letter with DWT and is now seeking City Council confirmation of that agreement. The engagement letter has been reviewed by the City Attorney.

As this work will benefit both the City and the CHN, staff recommends that the City request the CHN to share half the cost of the DWT services.

Attachment(s):

- a. Engagement letter with Davis Wright Temaine LLC
- b. Brookings Emergency Room Talking Points

August 27, 2014

City of Brookings
ATTN: Gary Milliman
City Manager
898 Elk Drive
Brookings, OR 97415

Re: Engagement Letter and Conflict Waiver

Dear Mr. Milliman:

Thank you for selecting Davis Wright Tremain LLP to represent you in your legal matters. This letter confirms our representation of the City of Brookings (the "City") for which you are the City Manager.

Scope of Representation

We understand that we will be representing the City for the purposes of (a) analyzing the licensure and certificate of need issues relating to a new emergency department in Brookings, to be located at the Curry Health District urgent care center ("Emergency Department"); (b) determine the administrative and legislative options available to authorize the Emergency Department; and (c) pursue options, which might include petitioning the Oregon Health Authority and the Legislative Assembly to authorize the Emergency Department. (the "Engagement").

Engagement Terms

At Davis Wright Tremain LLP we believe it is essential that our clients and we have the same understanding of the client-attorney relationship. With this in mind, enclosed for your review is a copy of our Standard Terms of Engagement for Legal Services, which describes in greater detail the basis on which we provide legal services to our clients. The Standard Terms of Engagement constitutes our engagement agreement. Therefore, we ask that you review it carefully and contact us promptly if you have any questions about our relationship.

DWT 24679354v2 0050033-004127

Legal Fees

Ingrid Brydolf and I will be the primary attorneys at Davis Wright Tremaine handling your work. Fees for services are based on a variety of factors including, for example, time and effort involved, the experience of those doing the work, the complexity of the matter and the amount involved. Of these and other considerations, the time devoted and the experience of those providing the services will be given the most weight. My rate at present is \$570.00 per hour. Ingrid's rate is \$470.00 per hour.

Waiver of Future Conflicts of Interest

Davis Wright is, as you know, a large law firm with multiple offices in the United States (and China), through which it represents a multitude of clients in virtually every facet of legal work, including clients who have matters adverse to local governments and cities such as Brookings. DWT does not currently represent any party adverse to the City. However, to avoid any misunderstanding and to preserve the firm's ability to represent you and our other clients, in addition to the provisions of our Standard Terms of Engagement, we wish to confirm the following understanding about possible future conflicts of interest. DWT anticipates that it may be asked by its current or future clients to represent their interests in future matters adverse to the interests of the City. The City understands that it is a condition to DWT's agreement to represent the City that, subject to the terms of this letter and the limitations if any set forth in the Oregon Rules of Professional Conduct ("RPC") that the City provide a broad consent and waiver of any future, prospective conflicts of interest. This broad consent is intended to include all potential future matters, even litigation against the City. Examples of such matters for which advance consent is granted by the City include, but are not limited to DWT's representation of existing or future clients: (a) seeking to strike down ordinances, rules or regulations adopted by the City now or in the future, (b) seeking public records maintained by the City, (c) in disputes involving land use, design review, taxing authority, liquor licenses, local improvement districts or regulatory and adjudicative matters of any kind before the City (and expressly including challenging determinations of the City including through litigation), (d) before the Legislative Assembly or in any other forum seeking to impose restrictions upon the City or in opposition to legislation or other action favored by the City, (e) seeking, including through litigation, monetary or injunctive redress from the City or any officer, employee or agent of the City, (f) representation of clients seeking referenda relating to City enactments or initiation of Charter Amendments or City Ordinances by way of the initiative process, (g) pursuing or resisting condemnation actions to which the City is a party, and (h) opposing any other plans, actions, goals or initiatives pursued by the city or initiating any actions which the City disfavors.

With respect to such possible future matters adverse to the City, the City agrees that: (a) DWT can in the future represent clients in any matter adverse to the City, including litigation or other adversarial proceedings, so long as the matter is not substantially related to the Engagement; (b) DWT might obtain confidential information of interest to the City from DWT's other clients in these future matters that DWT will not share with the City and will have no duty to do so; and (c) the City prospectively waives and consents to any conflict of interest that might arise from any

such future engagements, and will not seek to disqualify DWT or assert a conflict of interest with respect to any such future engagements, even if DWT may have obtained proprietary and confidential information of a nonpublic nature from the City during the course of this Engagement that could theoretically be used in any future matter adverse to the City to its material disadvantage, provided that DWT takes adequate steps to screen such information from the DWT lawyers representing a client in the future matter adverse to the City. If at any time the City objects to DWT's representation in such future matters, the City is free to terminate the Engagement and engage separate counsel to represent its interests at its expense.

DWT is not representing any other client on matters relating to the Scope of Representation under this engagement agreement and shall avoid conflicts of interest regarding the Scope of Representation. However, DWT does represent Curry Health Network ("CHN") on unrelated matters, and CHN will be involved in your proposal and is expected to be supportive. Based on those facts, we do not anticipate that there will be any adversity between the CHN and the City regarding your proposal. However, there is always the theoretical possibility that a future disagreement may arise such that DWT may then have a conflict of interest. In that event, then DWT will not be able to continue representing the City in this matter unless both CHN and the City grant their consent to the conflict of interest which would then exist. By agreeing to this engagement with DWT, the City acknowledges and accepts that DWT would have to cease representing the City in the event that either party would then be unwilling to grant such consent.

Under RPC 1.7, we may not represent a client if the representation of that client will be directly adverse to another client, even if the work we do for the other client is in unrelated matters, or there is a significant risk that the representation will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer unless each of the following statements is true: (1) we reasonably believe that we will be able to provide competent and diligent representation to each affected client; (2) the representation is not illegal; (3) the representation does not obligate us to contend for inconsistent results between clients; and (4) each affected client gives informed consent.

DWT's proposed representation of the City, and other clients who may be adverse to the City in future matters, will not be illegal and would not obligate us to contend for inconsistent results. Under the circumstances, we believe that we will be able to provide competent and diligent representation of the City while representing other clients on unrelated matters adverse to the City because the lawyers in our office who regularly represent such other clients in other matters will not work for the City in this matter. There are no other factors of which we are aware that will materially limit our representation of the City.

You have indicated that you consent to this conflict of interest, and we thank you for your consideration. If you have any questions or concerns, please do not hesitate to discuss them with us. In addition, we are also required to recommend that you seek independent legal counsel regarding whether to grant this consent, although whether you do so is completely up to you. In

addition, our firm often represents parties who have regulatory matters with units of government. We understand that you also give your consent to our representation of others on unrelated matters involving regulation by your city.

To memorialize the agreement regarding attorney fees, costs, and waiver of conflicts, I respectfully request that you countersign the enclosed copy of this letter and return it to our office in the enclosed, self-addressed stamped envelope.

We are pleased that you are entrusting your work to us, and we will do our best to provide you with prompt, high quality legal counsel. It is important for us to know how our clients feel about the services we provide. If you ever feel we are not meeting this commitment or you have other questions about our relationship, please do not hesitate to call me or our Managing Partner, David C. Baca. We look forward to serving you.

Sincerely,

DAVIS WRIGHT TREMAINE LLP



John DiLorenzo, Jr.

JAD:rmp
Enclosure

cc: Central Records

**I AGREE TO THE TERMS DESCRIBED ABOVE INCLUDING THE WAIVER OF
POTENTIAL CONFLICTS OF INTEREST.**

City of Brookings

By: _____
Gary Milliman, City Manager

Date

BROOKINGS EMERGENCY ROOM TALKING POINTS

The City of Brookings would like to facilitate establishing an Emergency Room at the Curry Health Network Brookings Clinic. This is an immediate need.

1. Having an ER in Brookings will:
 - a. Reduce the cost of medical care through earlier intervention in serious cases, reducing travel time to a facility and reducing costs for ambulance and other transportation.
 - b. Save lives by improving making critical care services immediately available, thereby improving the quality of health care.
 - c. Improve access to health care by providing health care services to people in the community in which they live, reducing travel times and enabling critical care patients more immediate access to regional medical services by air ambulance.
 - d. Enhance economic development.
2. Brookings is the largest community in Oregon without a hospital and an ER.
3. Brookings is the largest city in Curry County. More than one half of the County population resides in the greater Brookings area.
4. Travel time to the nearest hospital/ER by ambulance in good weather is approximately 30 minutes.
5. All highway routes between Brookings and hospitals/ERs in either Crescent City, California, or Gold Beach could be considered "mountainous" given their terrain, and because they are subject to frequent slip-outs, slides and other blockages during winter months.
6. Cal Ore Life Flight has a base of operations at the Brookings Airport, but cannot fly patients out of Brookings to Medford or Portland for cardiac or other serious illness/injury treatment because the patients have not been stabilized and released for travel at an ER. Flying time from Brookings to Medford is approximately 18 minutes.

*Note: the **travel time** for a Brookings patient needing cardiac care in Medford is now about 50 minutes...longer during period of bad weather...as opposed to about 20 minutes ...regardless of weather...if there was a hospital/ER in Brookings.*

7. At least one Brookings resident suffering a heart attack went to the current Urgent Care unit at the Brookings Clinic believing it was an ER and died in the parking lot awaiting an ambulance.
8. Cal Ore Life Flight reports they transported 2,268 Brookings area residents by ambulance to either Sutter Coast (25 miles) or Curry General (28 miles) in 2012.
9. Cal Ore Life Flight estimates that they are now responding to 3-5 emergency calls per day to the Brookings clinic to transport critically ill or injured patients from the Clinic to an ER.
10. Brookings has a large and growing elderly population, with approximately 56 of the population being retired.
11. According to Curry Health Network, some \$70 million in health care dollars are leaving the State from Curry County.
12. The lack of a hospital and/or an emergency room in Brookings is the Number 1 constraint in efforts to boost the Brookings area economy. According to local realtors, the lack of adequate health care is the Number 1 deterrent to attracting new residents and business to the area. Many prospective new residents are retirees who have a rising need for health care services, and turn away from Brookings after learning about severely limited access to medical services.
13. Cal Ore Life Flight would like to develop a training and operations facility at the Brookings Airport, but it is not economically feasible for them to do so until there is an ER in Brookings.
14. While the Brookings area is not located within the Curry Health District, local leaders are supportive of annexing Brookings into the Health District to provide a sufficient tax base for the operation of a Brookings ER. This would also help sustain the overall health district.

City of Brookings CITY COUNCIL MEETING Minutes

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

Monday, August 25, 2014

Call to Order

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

Roll Call

Council present: Mayor Ron Hedenskog, Councilors Jake Pieper, Kelly McClain, Brent Hodges and Bill Hamilton; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Report Jane Stebbins and approximately 6 others.

Mayor Hedenskog moved, a second followed and Council voted unanimously to remove Item F.2 from the agenda.

Resolutions

Resolution 14-R-1045 calling for placement of a fuel tax measure on the May, 2015 election ballot.

City Manager Milliman provided the staff report.

Public Comment: Carlo Pelaccio, Brookings, said he fully supported the gas tax.

Councilor McClain said the City would have to increase the System Replacement Charge (SRF) fee on City water bills to complete needed street repairs. The City, he said, could get more revenue with a fuel tax and tourists filling up their RV's in town would help pay the cost of repairs. McClain said he wouldn't support a fuel tax unless it saved the residents money. He also said he'd talked with a local high volume fuel user who would pay a few hundred dollars a year more than he pays now and suggested that the City offer a refund to high volume users at some point.

Pelaccio said he thought it should be the same across the board; a business using more gas uses the streets more.

Councilor McClain said that the user he'd talked to typically drives some distance after re-fueling in Brookings.

Councilor Pieper said high volume users put more wear and tear on the road.

Councilor Hodges said he was in favor of a capped dollar amount and he disagreed with Pieper about high volume users. Larger users aren't driving around our residential sites, but rather to the highway and out of town. He said he'd liked to know what Fred Meyers sells in a week.

Councilor McClain said we'd all like to know how much fuel is actually sold here but it's been made clear that no one is going to provide that information.

Councilor Hodges said his fear is that if four cents isn't enough, then it will become five or ten cents.

Councilor McClain said he was confident that the City would collect more than it does now and Brookings citizens will pay less.

Councilor Hamilton said he originally opposed the tax because he wasn't confident about the numbers but he now felt four cents was do-able and should be acceptable. Hamilton said we should all pay our fair share.

Mayor Hedenskog asked if the measure would allow the City to collect more than four cents a gallon or \$300,000 a year and Milliman said they could not collect more than four cents a gallon in taxes and City Attorney Rice said that if they took in more than \$300,000 in a year, they would adjust the tax accordingly in the following year.

Milliman reviewed fuel sales figures for cities with smaller sized populations and pointed out that Eugene provides an 80% refund for large volume users. He then asked Rice if a refund policy could be defined by ordinance and Rice said the ordinance could include any details that need to be worked out once the tax was passed.

Mayor Hedenskog asked if they should put something in the resolution about not having good fuel sales numbers and McClain and Pieper said it wasn't needed.

Councilor Hamilton said the fuel tax would take some pressure off of the City's water customers and that they would need to do a lot of PR in the next few months to sell it.

Councilor McClain said the SRF on the water bill will go away. He also said that he found it funny that people didn't want to make tourists pay more when this is a tourist town.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 14-R-1045, calling for a measure proposing a local tax on motor vehicle fuel sales and directing the City Election Officer to place the measure on the May 19, 2015 Primary Election ballot.

Staff Reports

Refer Carousel proposal for Azalea Park to the Parks and Recreation Commission and City staff for review and recommendation.

Councilor Hodges moved, a second followed and Council voted unanimously to refer the inquiry from A Carousel for Brookings, Inc., concerning a possible location and operation/ownership of a carousel at Azalea Park to the Parks and Recreation Commission and City Staff for review and recommendation.

Authorize Mayor to send letter to Curry County Board of Commissioners requesting financial assistance with North Bank Chetco River Road repairs.

City Manager Milliman provided the staff report.

Mayor Hedenskog said he'd had this added to the agenda after learning at a DeFazio breakfast that the County receives funds to maintain and repair roads that are used to access federal lands.

Councilor Pieper said the section of North Bank being discussed was inside the City limits and he seriously doubted that the County Commissioners would take such a request seriously.

Councilor McClain said everyone in the County pays taxes toward road repair and this is a County road. The County, he said, should, at the very least, pitch in. McClain added that it was a smart idea to send the letter.

Councilor Hodges said he agreed with McClain that the road exclusively serves County residents, but everyone living in the area would be effected.

Councilor Hamilton said it wouldn't hurt to send the letter, but he could also see what Pieper meant and he would rather see some of the [County's road] funds pay for this.

Councilor McClain moved, a second followed and Council voted unanimously to authorize the Mayor to send a letter to the Curry County Board of Commissioners requesting assistance with funding repairs to North Bank Chetco River Road.

Consent Calendar

1. Approve Special Council minutes for August 4, 2014.
2. Approve Regular Council minutes for August 11, 2014.
3. Accept Public Art Committee Minutes for July 7, 2014.
4. Receive July 2014 monthly financial report.

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

Remarks from Mayor and Councilors

Mayor Hedenskog remarked that he liked the Bruin Bear's new location.

Councilor Hamilton remarked on the recent death of his good friend and wanted to tell people that it's a bad idea to cross Chetco Avenue without a crosswalk. He also said another crosswalk might be needed between Crissey and Arnold.

Councilor McClain offered clarification regarding a recent news article and explained how he'd derived at a ranking of 18 out of 36 counties for Curry in terms of taxes as opposed to Jim Kolen's, the Curry County Tax Assessor, ranking of 23. He said he would be happy to sit down with the County and go over the numbers with them.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 7:50 PM.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2014:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)

MINUTES

Thursday, May 15, 2014

CALL TO ORDER

Meeting called to order at 4:07 PM

1. ROLL CALL

Present: Committee members Barbara Ciaramella, Candice Michel, Bob Pieper, Skip Watwood, Joe Willett, Chair Tim Patterson

Also present: Admin Assistant Lauri Ziemer, Parks Supervisor Tony Baron, B-H Port Manager, Ted Fitzgerald

2. APPROVAL OF MINUTES

Motion made to approve the minutes of April 4, 2014; motion seconded and Commission voted; the motion carried unanimously.

Motion made to approve the minutes of April 17, 2014; motion seconded and Commission voted; the motion carried unanimously.

3. PUBLIC COMMENTS

Tony Baron presented Tour DeBrookings Promotional Biking event information on behalf of Mayor Hedenskog. Members thought the idea had potential to attract bicyclists to the area, but would need more coordination and organization. Bob Pieper to talk to the local bike shop owner to determine if they might be interested in the idea and organize an event. Barbara advised Loree Pryce is also working on an Oregon biking grant.

4. ACTION ITEMS

a. Tent – Invited guest Ted Fitzgerald discussed his ideas on the tent; thought the Port would be a good location to invest in a permanent tent pad and anchors, but did not necessarily want Port to own, store, maintain and be liable for the tent. There is currently a Pistol River family that has a tent they rent out and may be able to work out an event schedule with them for a reasonable amount rather than buy a tent, and also suggested checking into the cost of renting a tent from larger rental agencies like United rentals when events are scheduled. Barbara mentioned Curry County also has tents and is to check with them on their tent rental costs. Tim thought it would be better for the Port to own the tent so they are in control. Discussed tent sizes, costs and expansion possibilities which Barbara has researched. Committee agreed that they should have a tent by this winter if not sooner. Matter to be discussed further at May 29th meeting.

5. INFORMATIONAL ITEMS

Ted gave an update on the Party at the Port and some of the events planned for Azalea Festival.

6. LIAISON REPORTS

a. City/Chamber/Port Coordination – Barbara advised Candice Penny is no longer at the Casino and she spoke with her replacement and would like to invite him to a future meeting.

b. Events – Bob says he is focusing on a whale idea event and a bicycle event and he is trying to find people who would be interested in proceeding with event ideas. Committee thought a biking event might be possible. Candice had talked with Scott Graves of Stagelights about putting together an off-season music weekend event in different venues around town, she advised him to submit a proposal. Barbara also suggested a History Pub event in connection

with the 100 year anniversary of the Central Building, which she thought Carolyn Milliman might be interested in coordinating. Skip suggested groups who might be interested in a beer festival/Octoberfest and to check further with them. Tim suggested a press release asking for Event proposals.

- c. Print Media** – Joe had been in contact Carson Media Marketing and they would be willing to conduct a presentation and media analysis for the committee knowing we did not have money set aside for large amounts of advertising. He also had been in contact with Bi-Coastal Media and advised that 3 months of summer radio ads would cost @\$1448. Costs would include the ad production and updated weekly tags to encourage visitors. Bob questioned if radio ads were necessary during the summer when motels were already full and the committee thought ads should be run during the off season. Joe to write up bid details for committee to discuss for RFP's, and a sample radio commercial.

Barbara suggested an electronic billboard at Crissey Field advertising Brookings, Tim suggested she research the possibility further.

7. NEXT MEETING SCHEDULED - Next meeting scheduled May 29th at 4:00pm to further discuss the tent.

8. ADJOURNMENT - With no further business before the Committee, the meeting adjourned at 6:15 pm.

Respectfully submitted,



Tim Patterson, Chair
(approved at May 29, 2014 meeting)

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)
MINUTES
Thursday – July 17, 2014

CALL TO ORDER

Meeting called to order at 4:05 PM

1. ROLL CALL

Present: Committee members Barbara Ciaramella, Candice Michel, Bob Pieper, Joe Willett, Chair Tim Patterson

Absent: Skip Watwood

Also present: City Manager Gary Milliman

2. APPROVAL OF MINUTES

Motion made to approve the minutes of June 19, 2014; motion seconded and Commission voted; the motion carried unanimously.

3. PUBLIC COMMENTS

None

4. ACTION ITEMS

Gary Milliman advised two additional items had been submitted after the agenda deadline, he provided the committee information on the Funding Request for McVay Rock Disc Golf Course and the Cape Blanco Music Festival/GoWild Rivers Coast Mobile App. **Motion made to add additional items to agenda; motion seconded and Commission voted; the motion carried unanimously.**

a. Outdoor Writers Association Proposal –Del Norte Chamber Executive Director Jeff Parmer advised that the Port and Chamber have both agreed to sponsor \$1000 each to support the event. A combination of writers, photographers, videographers, radio stations and bloggers participate in the event by visiting local sites and writing articles providing publicity for the area. The funds go towards hosting the organization. **Motion made by Candice Michel to provide \$1000 towards sponsorship of the event; motion seconded and Commission voted; the motion carried unanimously.**

b. Event Funding Request – Coastal Cooking Experience – Anne Bouley, provided information on her event proposal request. Event will be cooking demonstrations by eight local chefs making and using local foods and recipes, food vendors, cooking contests, educational food sessions, and samples. Believes it will attract people from out of the area, and would hope to expand event in future. Will be advertising in Medford, Crescent City, and Coos Bay. **Motion made by Candice Michel to approve \$1000 Event Proposal Request; motion seconded and Commission voted; the motion carried unanimously.**

c. Event Tent – No new information available.

d. Oregon Lifestyles DVD Proposal – committee reviewed previous request to have a DVD made for the cost of \$3000. No further action taken, died for lack of motion.

e. Cape Blanco Music Festival and Go Wild Rivers Coast Mobile App – Charlie Kocher presented information on the advertising that is being planned for the Cape Blanco Music Festival and advised if the committee wanted to include an ad for Brookings it would cost \$864 with an ad deadline of Monday. Charlie also advised the committee that the Wild Rivers Go App is up and running and they have had a great response, explained how the app works, marketing, number of

people downloading app and answered questions. Committee discussed submitting ad for the Cape Blanco event and felt that concert goers would be attending the event and then returning home and ad would not be of value. **Motion made by Tim Patterson to submit an ad for the Cape Blanco Music Festival Advertising; motion died for lack of second. Motion made by Candice Michel to have committee study the Go Wild app and bring the matter back to the committee for further discussion; motion seconded and Commission voted; the motion carried unanimously.**

f. McVay Rock Disc Golf Course - Shane Stevens advised that his group is interested in upgrading/developing a nine disc golf course at McVay Park, they have been working with the State and have been granted a one year use permit. A bridge needs to be constructed to use both sides of the park and the dog park will be reconfigured. The sport is growing with courses in Crescent City and a new one planned for Gold Beach. Clubs do weekly and larger tournaments and would attract visitors to the area. Discussed project/budget costs which need to be provided before further committee consideration, Tim volunteered to help him with preparing proposal.

5. INFORMATIONAL ITEMS

City Tourism Website – Gary had requested everyone view the City website and report back their comments. Candice was concerned about the currentness and upkeep of the events. Barbara thought the City website was easier to navigate than the Travel Oregon and better than the Chambers. Bob thought the website was too governmental appearing and didn't think it was where tourists would go to get tourism information, Candice and Barbara both advised they thought otherwise. Gary advised that the Chamber is developing a new website that will have more emphasis on tourism and promotion of events, with Chamber member business information. Committee did not believe it necessary to further pursue a City tourism website.

6. SCHEDULE NEXT MEETING - Next meeting scheduled for August 21st at 4:00pm, Gary will not be able to attend, Lauri will be attending in his place.

7. ADJOURNMENT - With no further business before the Committee, the meeting adjourned at 6:08 pm.

Respectfully submitted,



Tim Patterson, Chair

(approved at August 21, 2014 meeting)

Report Criteria:

Report type: Summary

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|--------------|---------------------|-----------------|------------------|-----------------------------------|------------------|----------|
| 08/14 | 08/06/2014 | 73439 | 4939 | BI- Mart Corporation | 25-00-2005 | 152.20 |
| 08/14 | 08/06/2014 | 73440 | 5004 | Blumenthal Uniforms & Equipment | 10-00-2005 | 34.55 |
| 08/14 | 08/06/2014 | 73441 | 313 | Brookings Vol Firefighters | 10-00-2005 | 2,250.00 |
| 08/14 | 08/06/2014 | 73442 | 5048 | Brookings-Harbor Medical Center | 25-00-2005 | 200.00 |
| 08/14 | 08/06/2014 | 73443 | 715 | Budge McHugh Supply | 20-00-2005 | 8,582.73 |
| 08/14 | 08/06/2014 | 73444 | 528 | Caselle, Inc | 25-00-2005 | 854.33 |
| 08/14 | 08/06/2014 | 73445 | 212 | Chem Quip Inc | 25-00-2005 | 1,876.24 |
| 08/14 | 08/06/2014 | 73446 | 3512 | Richard Christensen | 25-00-2005 | 75.00 |
| 08/14 | 08/06/2014 | 73447 | 3834 | Clean Sweep Janitorial Service | 10-00-2005 | 1,120.00 |
| 08/14 | 08/06/2014 | 73448 | 5191 | Cloud Sherpas | 49-00-2005 | 5,557.16 |
| 08/14 | 08/06/2014 | 73449 | 1745 | Coastal Paper & Supply, Inc | 25-00-2005 | 281.82 |
| 08/14 | 08/06/2014 | 73450 | 5349 | Columbia Care Services, Inc | 10-00-2005 | 2,670.00 |
| 08/14 | 08/06/2014 | 73451 | 5351 | Crescent City Del Norte County | 32-00-2005 | 1,000.00 |
| 08/14 | 08/06/2014 | 73452 | 5042 | Curry Health Network | 10-00-2005 | 42.00 |
| 08/14 | 08/06/2014 | 73453 | 166 | Dan's Auto & Marine Electric | 10-00-2005 | 144.94 |
| 08/14 | 08/06/2014 | 73454 | 185 | Del Cur Supply | 10-00-2005 | 150.14 |
| 08/14 | 08/06/2014 | 73455 | 5344 | Dooley Enterprises, Inc | 61-00-2005 | 861.35 |
| 08/14 | 08/06/2014 | 73456 | 5278 | Frank Dunn | 20-00-2005 | 120.00 |
| 08/14 | 08/06/2014 | 73457 | 261 | Engineered Control Products | 20-00-2005 | 436.83 |
| 08/14 | 08/06/2014 | 73458 | 773 | Environmental Resource Associates | 25-00-2005 | 293.08 |
| 08/14 | 08/06/2014 | 73459 | 3342 | Fastenal | 20-00-2005 | 376.46 |
| 08/14 | 08/06/2014 | 73460 | 153 | Ferrellgas | 25-00-2005 | 372.22 |
| 08/14 | 08/06/2014 | 73461 | 298 | Freeman Rock, Inc | 20-00-2005 | 379.20 |
| 08/14 | 08/06/2014 | 73462 | 4646 | Frontier | 10-00-2005 | 603.38 |
| 08/14 | 08/06/2014 | 73463 | 4874 | The Galli Group | 25-00-2005 | 3,528.00 |
| 08/14 | 08/06/2014 | 73464 | 5078 | Geotechnical Resources, Inc | 10-00-2005 | 505.00 |
| 08/14 | 08/06/2014 | 73465 | 3961 | Grizzly Fence & Construction | 15-00-2005 | 135.00 |
| 08/14 | 08/06/2014 | 73466 | 1130 | H.D. Fowler | 25-00-2005 | 164.58 |
| 08/14 | 08/06/2014 | 73467 | 525 | Mark Haglund | 25-00-2005 | 75.00 |
| 08/14 | 08/06/2014 | 73468 | 199 | Richard Harper | 10-00-2005 | 300.00 |
| 08/14 | 08/06/2014 | 73469 | 162 | Kerr Hardware | 20-00-2005 | 916.80 |
| 08/14 | 08/06/2014 | 73470 | 867 | Local Gov't Personnel Inst | 10-00-2005 | 300.00 |
| 08/14 | 08/06/2014 | 73471 | 4269 | Milliman, Gary | 10-00-2005 | 67.50 |
| 08/14 | 08/06/2014 | 73472 | 4901 | Mountain View Paving, Inc | 15-00-2005 | 969.85 |
| 08/14 | 08/06/2014 | 73473 | 424 | Munnell & Sherrill | 25-00-2005 | 257.09 |
| 08/14 | 08/06/2014 | 73474 | 4443 | Napa Auto Parts | 10-00-2005 | 11.16 |
| 08/14 | 08/06/2014 | 73475 | 4487 | Net Assets Corporation | 10-00-2005 | 180.00 |
| 08/14 | 08/06/2014 | 73476 | 279 | One Call Concepts, Inc | 25-00-2005 | 59.40 |
| 08/14 | 08/06/2014 | 73477 | 708 | Pelican Bay Art Association | 10-00-2005 | 114.00 |
| 08/14 | 08/06/2014 | 73478 | 322 | Postmaster | 25-00-2005 | 850.00 |
| 08/14 | 08/06/2014 | 73479 | 187 | Quality Fast Lube & Oil | 25-00-2005 | 85.32 |
| 08/14 | 08/06/2014 | 73480 | 207 | Quill Corporation | 10-00-2005 | 303.45 |
| 08/14 | 08/06/2014 | 73481 | 3063 | Tim Rettke | 20-00-2005 | 120.00 |
| 08/14 | 08/06/2014 | 73482 | 5002 | Seven Feathers Casino Resort | 25-00-2005 | 603.30 |
| 08/14 | 08/06/2014 | 73483 | 5352 | Shilo Inn East Seaside | 20-00-2005 | 654.00 |
| 08/14 | 08/06/2014 | 73484 | 990 | UPS | 20-00-2005 | 32.04 |
| 08/14 | 08/06/2014 | 73485 | 944 | Verizon | 10-00-2005 | 508.99 |
| 08/14 | 08/06/2014 | 73486 | 169 | Waste Connections Inc | 10-00-2005 | 1,315.45 |
| 08/14 | 08/06/2014 | 73487 | 5341 | Janice Whetstone | 10-00-2005 | 65.00 |
| 08/14 | 08/06/2014 | 73488 | 917 | Wm. H. Reilly & Co | 25-00-2005 | 130.03 |
| 08/14 | 08/18/2014 | 73489 | 303 | Associated Bag Company | 25-00-2005 | 542.64 |
| 08/14 | 08/18/2014 | 73490 | 3996 | Beery Elsner & Hammond LLP | 10-00-2005 | 2,421.00 |
| 08/14 | 08/18/2014 | 73491 | 4363 | Black & Rice LLP | 10-00-2005 | 3,636.30 |

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|--------------|---------------------|-----------------|------------------|---------------------------------------|------------------|----------|
| 08/14 | 08/18/2014 | 73492 | 2407 | Blue Star Gas | 10-00-2005 | 5,175.11 |
| 08/14 | 08/18/2014 | 73493 | 4193 | C & K Markets, Inc | 25-00-2005 | 29.67 |
| 08/14 | 08/18/2014 | 73494 | 1373 | Cascade Fire Equipment | 10-00-2005 | 280.07 |
| 08/14 | 08/18/2014 | 73495 | 3015 | Charter Communications | 10-00-2005 | 84.90 |
| 08/14 | 08/18/2014 | 73496 | 822 | Coast Auto Center | 15-00-2005 | 262.52 |
| 08/14 | 08/18/2014 | 73497 | 1745 | Coastal Paper & Supply, Inc | 10-00-2005 | 1,254.77 |
| 08/14 | 08/18/2014 | 73498 | 5259 | CSA Planning, Ltd | 10-00-2005 | 9,151.00 |
| 08/14 | 08/18/2014 | 73499 | 4746 | Curry County Treasurer | 10-00-2005 | 850.50 |
| 08/14 | 08/18/2014 | 73500 | 173 | Curry Equipment | 15-00-2005 | 11.95 |
| 08/14 | 08/18/2014 | 73501 | 1 | Geri Cook | 20-00-2005 | 100.67 |
| 08/14 | 08/18/2014 | 73502 | 1 | So Coast Humane Socieity | 20-00-2005 | 54.76 |
| 08/14 | 08/23/2014 | 73503 | 1 | Deposit Refund | 10-00-2005 | .00 V |
| 08/14 | 08/18/2014 | 73504 | 4876 | D'sineZ | 15-00-2005 | 204.00 |
| 08/14 | 08/18/2014 | 73505 | 749 | Emerald Pool & Patio | 10-00-2005 | 3,733.53 |
| 08/14 | 08/18/2014 | 73506 | 2186 | Ferguson | 20-00-2005 | 3,075.00 |
| 08/14 | 08/18/2014 | 73507 | 5065 | Gold Beach Lumber | 25-00-2005 | 1,526.74 |
| 08/14 | 08/18/2014 | 73508 | 269 | Grainger | 20-00-2005 | 273.17 |
| 08/14 | 08/18/2014 | 73509 | 5173 | KOBI/KOTI-TV | 32-00-2005 | 860.00 |
| 08/14 | 08/18/2014 | 73510 | 4901 | Mountain View Paving, Inc | 15-00-2005 | 969.85 |
| 08/14 | 08/18/2014 | 73511 | 5008 | Online Information Services | 10-00-2005 | 90.55 |
| 08/14 | 08/18/2014 | 73512 | 4728 | Oregon Department of Revenue | 10-00-2005 | 2,460.00 |
| 08/14 | 08/18/2014 | 73513 | 2699 | Public Works Supply | 20-00-2005 | 198.85 |
| 08/14 | 08/18/2014 | 73514 | 1840 | Rogue Federal Credit Union | 25-00-2005 | 1,140.72 |
| 08/14 | 08/18/2014 | 73515 | 142 | Tidewater Contractors Inc | 20-00-2005 | 250.00 |
| 08/14 | 08/18/2014 | 73516 | 4825 | Y-Bull Septic & Excavating, LLC | 10-00-2005 | 945.00 |
| 08/14 | 08/18/2014 | 73517 | 1 | Calvery Chapel of Gold Beach | 10-00-2005 | 154.00 |
| 08/14 | 08/18/2014 | 73518 | 1 | Denver Wilson | 20-00-2005 | 101.19 |
| 08/14 | 08/21/2014 | 73519 | 4058 | 44Mag Distributing LLC | 10-00-2005 | 500.00 |
| 08/14 | 08/21/2014 | 73520 | 3473 | 4imprint | 61-00-2005 | 631.64 |
| 08/14 | 08/21/2014 | 73521 | 4734 | Aramark Uniform Services | 25-00-2005 | 159.97 |
| 08/14 | 08/21/2014 | 73522 | 5048 | Brookings-Harbor Medical Center | 25-00-2005 | 200.00 |
| 08/14 | 08/21/2014 | 73523 | 2364 | C&S Fire-Safe Services | 15-00-2005 | 697.50 |
| 08/14 | 08/21/2014 | 73524 | 183 | Colvin Oil Company | 20-00-2005 | 3,730.76 |
| 08/14 | 08/21/2014 | 73525 | 166 | Dan's Auto & Marine Electric | 10-00-2005 | 7.48 |
| 08/14 | 08/21/2014 | 73526 | 284 | Day Management Corp | 10-00-2005 | 1,520.00 |
| 08/14 | 08/21/2014 | 73527 | 1 | Florence Herman | 20-00-2005 | 2.94 |
| 08/14 | 08/21/2014 | 73528 | 1 | Thomas & Lowell Patrick | 20-00-2005 | 3.40 |
| 08/14 | 08/21/2014 | 73529 | 1 | Lacy Webster | 20-00-2005 | 56.65 |
| 08/14 | 08/21/2014 | 73530 | 1130 | H.D. Fowler | 20-00-2005 | 3,631.09 |
| 08/14 | 08/21/2014 | 73531 | 154 | Hagen's Dry Cleaners | 10-00-2005 | 3.50 |
| 08/14 | 08/21/2014 | 73532 | 5353 | Land and Water Environmental Services | 57-00-2005 | 2,500.00 |
| 08/14 | 08/21/2014 | 73533 | 4261 | Lexipol LLC | 10-00-2005 | 2,450.00 |
| 08/14 | 08/21/2014 | 73534 | 283 | Muffler & More | 25-00-2005 | 190.00 |
| 08/14 | 08/21/2014 | 73535 | 207 | Quill Corporation | 10-00-2005 | 984.54 |
| 08/14 | 08/21/2014 | 73536 | 2738 | Taser International | 10-00-2005 | 4,547.79 |
| 08/14 | 08/21/2014 | 73537 | 142 | Tidewater Contractors Inc | 25-00-2005 | 563.77 |
| 08/14 | 08/21/2014 | 73538 | 797 | Town & Country Animal Clinic | 61-00-2005 | 255.91 |
| 08/14 | 08/21/2014 | 73539 | 151 | Western Communications, Inc | 10-00-2005 | 353.00 |
| 08/14 | 08/28/2014 | 73540 | 4827 | Boldt, Carlisle & Smith LLC | 10-00-2005 | 2,150.00 |
| 08/14 | 08/28/2014 | 73541 | 416 | Brookings Lock & Safe Co | 25-00-2005 | 60.50 |
| 08/14 | 08/28/2014 | 73542 | 5358 | Laurie Buehlerv | 10-00-2005 | 25.00 |
| 08/14 | 08/28/2014 | 73543 | 2364 | C & S Fire-Safe Services | 20-00-2005 | 734.50 |
| 08/14 | 08/28/2014 | 73544 | 1373 | Cascade Fire Equipment | 10-00-2005 | 295.62 |
| 08/14 | 08/28/2014 | 73545 | 5359 | Cascade Subscription Service INC | 10-00-2005 | 179.00 |
| 08/14 | 08/28/2014 | 73546 | 3844 | Donna Colby-Hanks | 10-00-2005 | 123.39 |
| 08/14 | 08/28/2014 | 73547 | 183 | Colvin Oil Company | 10-00-2005 | 3,397.86 |

| GL Period | Check Issue Date | Check Number | Vendor Number | Payee | Check GL Account | Amount |
|---------------|---------------------|-----------------|------------------|--------------------------------------|------------------|------------|
| 08/14 | 08/28/2014 | 73548 | 182 | Coos-Curry Electric | 10-00-2005 | 23,775.86 |
| 08/14 | 08/28/2014 | 73549 | 259 | Da-Tone Rock Products | 10-00-2005 | 643.00 |
| 08/14 | 08/28/2014 | 73550 | 317 | DCBS - Fiscal Services | 10-00-2005 | 222.45 |
| 08/14 | 08/28/2014 | 73551 | 575 | Dell Marketing L.P. | 49-00-2005 | 1,336.42 |
| 08/14 | 08/28/2014 | 73552 | 5356 | Delta Construction Co. | 25-00-2005 | 130,547.10 |
| 08/14 | 08/28/2014 | 73553 | 1 | Lloyd Costa | 20-00-2005 | 21.12 |
| 08/14 | 08/28/2014 | 73554 | 1 | Ira Deutsch | 20-00-2005 | 45.00 |
| 08/14 | 08/28/2014 | 73555 | 1 | Randy Parisot | 20-00-2005 | 109.13 |
| 08/14 | 08/28/2014 | 73556 | 2640 | Dyer Partnership Inc., The | 25-00-2005 | 32,475.78 |
| 08/14 | 08/28/2014 | 73557 | 261 | Engineered Control Products | 20-00-2005 | 175.01 |
| 08/14 | 08/28/2014 | 73558 | 5125 | Jordan Fanning | 25-00-2005 | 21.00 |
| 08/14 | 08/28/2014 | 73559 | 4646 | Frontier | 30-00-2005 | 24.16 |
| 08/14 | 08/28/2014 | 73560 | 4874 | The Galli Group | 25-00-2005 | 2,647.25 |
| 08/14 | 08/28/2014 | 73561 | 5360 | Glenwood Condo's HOA | 57-00-2005 | 100.00 |
| 08/14 | 08/28/2014 | 73562 | 269 | Grainger | 25-00-2005 | 266.04 |
| 08/14 | 08/28/2014 | 73563 | 198 | Grants Pass Water Lab | 20-00-2005 | 432.00 |
| 08/14 | 08/28/2014 | 73564 | 167 | Hach Company | 25-00-2005 | 1,554.01 |
| 08/14 | 08/28/2014 | 73565 | 4968 | KGS Northwest, LLC | 25-00-2005 | 1,125.00 |
| 08/14 | 08/28/2014 | 73566 | 5309 | Larry Anderson Construction | 57-00-2005 | 182.58 |
| 08/14 | 08/28/2014 | 73567 | 5357 | Mackenzie Lee | 10-00-2005 | 202.00 |
| 08/14 | 08/28/2014 | 73568 | 4573 | Methodworks | 25-00-2005 | 550.00 |
| 08/14 | 08/28/2014 | 73569 | 2 | Paul Sherman | 10-00-2005 | 50.00 |
| 08/14 | 08/28/2014 | 73570 | 2 | Randall Thieben | 10-00-2005 | 100.00 |
| 08/14 | 08/28/2014 | 73571 | 424 | Munnell & Sherrill | 25-00-2005 | 58.92 |
| 08/14 | 08/28/2014 | 73572 | 5354 | New Creation Builders | 25-00-2005 | 850.00 |
| 08/14 | 08/28/2014 | 73573 | 334 | North Coast Electric Company | 25-00-2005 | 153.17 |
| 08/14 | 08/28/2014 | 73574 | 3159 | NorthCoast Health Screening | 25-00-2005 | 75.00 |
| 08/14 | 08/28/2014 | 73575 | 5355 | Oregon American Planning Association | 10-00-2005 | 165.00 |
| 08/14 | 08/28/2014 | 73576 | 252 | Paramount Pest Control | 10-00-2005 | 45.00 |
| 08/14 | 08/28/2014 | 73577 | 311 | Paramount Supply Company | 20-00-2005 | 509.08 |
| 08/14 | 08/28/2014 | 73578 | 5361 | Phoenix Inn Suites Eugene | 10-00-2005 | 94.00 |
| 08/14 | 08/28/2014 | 73579 | 5101 | Pitney Bowes Reserve Acct | 10-00-2005 | 500.00 |
| 08/14 | 08/28/2014 | 73580 | 322 | Postmaster | 10-00-2005 | 25.00 |
| 08/14 | 08/28/2014 | 73581 | 187 | Quality Fast Lube & Oil | 20-00-2005 | 88.63 |
| 08/14 | 08/28/2014 | 73582 | 5303 | SHI International Corp | 49-00-2005 | 677.75 |
| 08/14 | 08/28/2014 | 73583 | 380 | Stadelman Electric Inc | 25-00-2005 | 6,594.99 |
| 08/14 | 08/28/2014 | 73584 | 2863 | Verizon Wireless | 10-00-2005 | 507.05 |
| 08/14 | 08/28/2014 | 73585 | 108 | VWR International Inc | 25-00-2005 | 270.88 |
| 08/14 | 08/28/2014 | 73586 | 169 | Waste Connections Inc | 25-00-2005 | 835.33 |
| 08/14 | 08/28/2014 | 73587 | 917 | Wm. H. Reilly & Co | 25-00-2005 | 528.18 |
| 08/14 | 08/28/2014 | 73588 | 5011 | Xylem Water Solutions USA, INC | 53-00-2005 | 2,946.01 |
| Grand Totals: | | | | | | 322,007.76 |

City of Brookings URBAN RENEWAL AGENCY MEETING Minutes

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, June 23, 2014

Call to Order

Chair Hedenskog called the meeting to order at 8:29 PM immediately following the City Council meeting.

Roll Call

Agency present: Chair Ron Hedenskog, Directors Jake Pieper, Kelly McClain, Brent Hodges and Bill Hamilton; a quorum present.

Staff present: Executive Director Gary Milliman, Finance & Human Resources Director Janell Howard, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others present: No media and one other.

Consent Calendar

1. Approve May 27, 2014 Agency minutes.

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

Staff Reports

Appropriations transfers for Fiscal Year 2013-14.

Director Howard provided the staff report.

Director Hodges moved, a second followed and Council voted unanimously to Resolution 14-R-1042, approving appropriation transfers in the General Fund.

Director Hodges moved, a second followed and Council voted unanimously to Resolution 14-R-1043, approving appropriation transfers in the General Fund.

Adjourn

Chair Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:35 PM.

Respectfully submitted:

ATTESTED:
this ____ day of _____ 2014:

Ron Hedenskog, Chair

Joyce Heffington, City Recorder

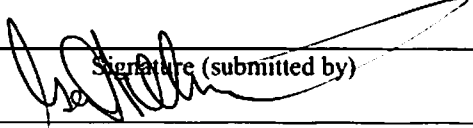
CITY OF BROOKINGS

URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: September 8, 2014

Originating Dept: Executive Director


Signature (submitted by)
Executive Director Approval

Subject: Façade Funding Request: NAPA Auto

Recommended Motion:

If the Agency wishes to approve this request: Motion to allocate \$20,000 in Urban Renewal Agency funds for the NAPA Auto Parts façade improvement project, with actual funds provided not to exceed 50 per cent of the actual project cost, and subject to the receipt of a detailed cost estimate from a licensed contractor, paint color chips and a rendering of the actual building façade with all elements in a form acceptable to the Executive Director.

Financial Impact:

Funds would need to be allocated from the \$360,000 set-aside designated for the Railroad Street reconstruction project. The City and the URA will need an estimated \$1.0 million in URA and SDC funds as the local match for the Railroad Street project in 2016. The current un-programmed balance of transportation SDC funds is \$275,000. Whatever Railroad funding need that is not available from URA and SDC cash on-hand funding will need to be financed.

Background/Discussion:

The Urban Renewal Agency (URA) offered a façade improvement matching grant program from 2006 to 2008. During that time, URA made 24 matching grants to property owners, ranging from less than \$1,000 to \$20,000, for or use in funding building facade improvements. Examples of past recipient include Lorings Sporting Goods, the Redwood Theatre, and the building at the southwest corner of Chetco and Willow.

The URA has received a \$20,000 façade grant funding proposal from property owner George Watwood for use in repairing, residing and repainting the NAPA Auto Parts and adjacent auto repair shop (Top Gear Transmission) building at 1130 Chetco Avenue. Attached is the funding request. Work would include removal and replacement of metal siding, dry rot repair, expansion of siding and painting the entire building in a NAPA blue color theme.

Not included with the application are a detailed cost estimate and/or bid from a licensed contractor, a rendering of the actual building façade and paint color chips. If the URA wishes to consider this request, staff recommends that approval be conditional upon receiving these items in a form acceptable to the Executive Director.

The URA has the discretion to provide funding for the project, even though the façade program is no longer budgeted. Funds would need to be reallocated from the \$360,000 balance set-aside for the Railroad Street reconstruction project scheduled for 2016.

Attachment(s):

- a. Façade improvement grant application

CITY OF BROOKINGS

Urban Renewal Agency

FACADE IMPROVEMENT PROGRAM



APPLICATION

1. Applicant Information:

Name(s): George B Watwood III

Address: P.O. Box 6067 Brookings OR 97415

Phone: Work- 541-469-2143 Home- _____ Cell- 541-661-1504

Legal Form: Sole Proprietorship ☒ Partnership ☐ Corporation ☐

Profit ☐ Non-Profit ☐

Tax ID No: _____

2. Building / Business to be Rehabilitated:

Name: NAPA Auto Parts, TOP Gear Transmission

Address: 1130 Chetco Ave Brookings, OR 97415

Tax Map & Lot Number : 4113 - 06 BD tax lot 2001 & 2100

3. Owner of Property (If other than applicant):

Name: _____

Street: _____

City: _____ State: _____ ZIP: _____

4. Brief Description of Exterior Facade Improvements: (Please be prepared to submit color and/or material samples, if applicable, for Design Committee review).

Remove & Replace existing metal Facade (SIDING) and windows. Replace with All new. Cover existing Decorative block. Repair All Dry Rot and Paint entire* Building. Add Additional signage. All Colors will Be NAPA Auto Parts Color Scheme

* INCLUDES "TOP GEAR TRANSMISSION" (2 businesses)

Brookings Urban Renewal Agency – Facade Improvement Application

5. Estimated Total Cost of Facade Improvements: \$ 40,000.00

Note: 50% of this amount, not to exceed \$20,000, is the maximum amount eligible for potential reimbursement.

6. In addition to facade improvement, is other work planned at the same time or under the same contract? If yes, a clear separation and delineation of all such costs must be attached.

Yes: ☐ No: ☒

Total of all facade work: \$ 40,000.00

Total of all other work: \$ _____

7. Source of Matching Funds: Cash on Hand

8. Planned Project Start Date: October 2014

Planned Project Completion Date: November 2014

NOTE: The Brookings Urban Renewal Agency will review the proposed Facade Improvements Proposal and advise the applicant of any recommended changes. Some proposed improvements may not be funded by the agency.

Certification By Applicant

The applicant certifies that all information provided in this application is true and complete to the best of the applicant's knowledge and belief. If the applicant is not the owner of the property to be rehabilitated, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into the agreement to perform the work proposed in this proposal. Evidence of this authority must be attached.

Applicant Signature

Date



Property Owner Signature

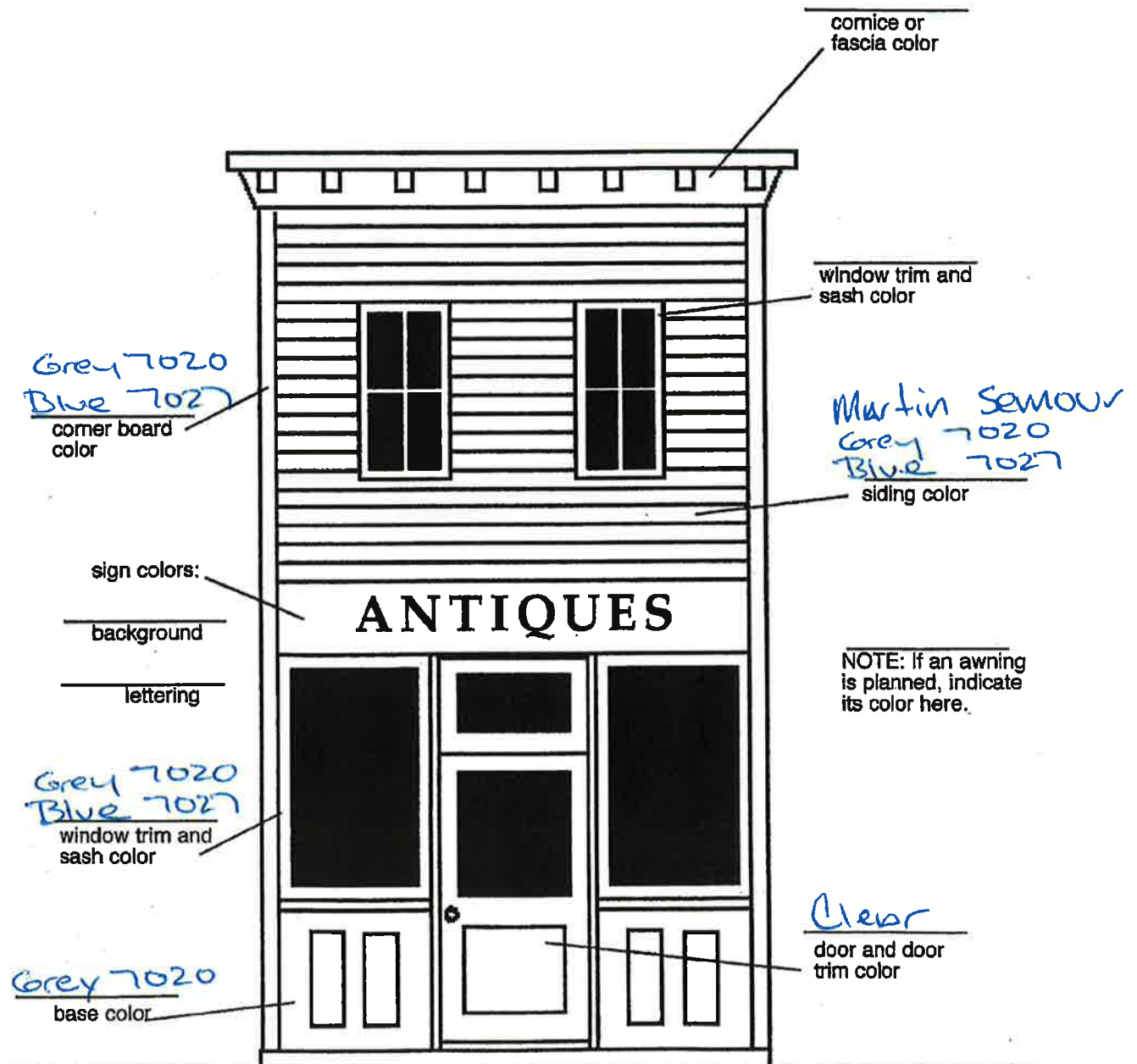
8-26-2014

Date

Return application with required attachments to:

City of Brookings
Urban Renewal Agency
898 Elk Drive
Brookings, OR 97415

Using color chips or color names, numbers and the brand, indicate your facade colors below.



All colors are Martin Semour











FACADE IMPROVEMENT PROGRAM GUIDELINES

This is a reimbursement program designed to provide financial aid for businesses and property owners who rehabilitate buildings within the Urban Renewal District of Brookings in order to alleviate blight and improve the area's overall appearance.

PROCEDURAL BASICS

- Provides matching grant funds or loans for improvements within the Urban Renewal District.
- Funding amount is based on project need and available funding allocated by the Urban Renewal Agency (URA) Board of Directors (City Council).
- Applications are processed as they are received
- Approved project costs are reimbursed after paid in full by the applicant.

BUILDING FACADE IMPROVEMENT MATCHING GRANTS

- Business or property owners can receive up to \$10,000 in matching grant funds per business, up to a maximum of \$20,000 in any one fiscal year. "Matching funds" means that the owner will be reimbursed for half of approved project costs when the work is paid and full and the project is completed.
- The minimum value of any project to be considered for a grant is \$1500
- Design consultant fees, when a professional designer is utilized for the project, are eligible for up to 10% of the total project cost or \$5,000, whichever is less.
- To qualify for matching funds, exterior design details and colors must be approved by the Urban Renewal Advisory Committee (URAC).
- Applications for the "same" improvement on any property within 5 years of an approved project will not be accepted.

Funds can be used for structural and aesthetic facade improvements clearly visible from the public right-of-way.

GENERAL GUIDELINES

1. This program will not provide any funds for work completed prior to application approval, other than design consultant fees as described above.
2. Exterior facades shall be updated and integrated into a design that complements adjacent structures to provide a harmonious composition of masses, materials, colors, and textures. Submission of color and/or material samples, as applicable, will be required with your application.
3. Lighting standards and fixtures shall be of a design and size compatible with the building and adjacent areas.
4. Building components, such as windows, doors, eaves and parapets, shall be coordinated with the design theme and proportional with each other.

5. Design attention shall be given to mechanical equipment or other utility hardware so as to screen them from view to the extent feasible.
6. Signs will be a part of the architectural concept and must be brought into compliance with current standards. Size, materials, color, lettering and location shall be harmonious with the building design and the number of signs shall be minimized.
7. The URAC, at its discretion, may consider other conditions or building appurtenances.

COLOR GUIDELINES

Because repainting is one of the easiest, most cost-effective ways to enhance a property — or an entire downtown area — the following color guidelines are a key part of the Brookings Urban Renewal Program.

Basic color guidelines:

- Choose exterior colors that harmonize rather than contrast with surrounding buildings. In short, color should not be used as a "sign" or to attract attention. Intense or extremely bright colors or radical patterns create disharmony that makes the Urban Renewal District look less attractive.
- Using harmonizing colors does not limit you to the same colors as your neighbors. There is broad latitude in these color guidelines.
- When considering color, be sure to include all elements of your property: walls, fences, planters, signs and other accessory structures.
- Keep it simple. Too many different colors or too many shades of a color are distracting and tend to cheapen a building's appearance.
- Natural materials, like stone or brick, usually are more interesting and attractive when left in their unpainted, natural states, and require less maintenance.

Suggested colors: The sample colors and color combinations provided are only examples to help you select the right color scheme for your property. There are no hard, fast rules. The important thing is to follow the spirit of these guidelines. Photo copies of the sample color combinations are attached and original color chip samples are on file in the City Manager's office.

DESIGN REVIEW COMMITTEE

The URAC is hereby designated as the Design Review Committee (DRC). After the DRC determines that an application is complete and meets program objectives, the application will be forwarded to the City Manager for further processing.

The DRC shall function as the body that determines whether the project meets the mission and purpose statements of the Facade Improvement Program. Their project funding recommendations will be forwarded to the URA for final approval.

The attached facade illustration can be used as a guide in your preparation for meeting with the DRC. A drawing or photos of your facade with any planned modifications detailed will be very helpful.

PROCESS

In addition to the completed standard application form, your application packet needs to include:

- preliminary design drawings
- evidence of property and/or business ownership
- photographs of the site
- description of methods and materials to be used – including color and/or material samples (paint samples must be paint chips provided by the manufacturer - photocopies will not be accepted).
- location map
- itemized cost estimates from licensed contractors using the City's Standard Bid Form.
- itemized cost estimates from a professional design consultant, if one is to be utilized, using the City's Standard Bid Form.
- the amount of matching funds requested
- estimated project completion time

Application packets may be obtained from, and completed applications returned to, the City Manager's Office. If the application is complete and conforms to the requirements, it will be forwarded to the URAC for review, evaluation, and recommendation to the URA. The DRC process may also include a site inspection and applicant interview.

If the URA approves the application, the construction phase will be monitored by the City Manager or City Manager's designee.

Construction must be initiated within six months and completed within twelve months of URA approval.

Matching grant funds will be dispersed upon project completion, after final inspection by the City's Building Official and approval of the City Manager.

CONDITIONS AND CONSIDERATIONS

1. The Brookings URA shall have the sole authority to approve an application. A project may be modified and changes required at either the DRC or URA review levels.
2. Applicant must be the owner.
3. Projects must comply with approved submitted plans in order to qualify for matching or loan funds.
4. Changes to the approved project plan, including additions, deletions or modifications, must be approved in advance. This request must be submitted on the City's standard change request form. Failure to do so will release the URA from any obligation to provide any matching grant funds.
5. Commercial and business applicants must be current with all City taxes, licenses and fees.
6. Street addressing must be brought up to code.
7. All signage on the property must be made code compliant as part of any approved project.
8. Approved project costs are reimbursed only after paid in full by the applicant and the project is approved by the City Manager after a passing inspection by the Building Official
9. Projects in excess of \$5,000 require submittal of a minimum of 3 bids/quotes, unless specifically approved by the City Manager prior to application submission. Bids must come from someone other than the owner, the owner's relatives, business partners or relatives of the business partners. While the applicant will not be required to use the services of the low bidder, reimbursement by the City will be computed, and thus limited, as if the low bid

contractor had been selected. Bids must be submitted on a City of Brookings Standard Bid form.

10. Applicant has the responsibility for checking with all appropriate entities regarding any necessary regulatory approvals. This application is intended only for accessing this funding program.
11. The City Manager may grant time extensions beyond set limits due to inclement weather.

DEFINITIONS

Designer means a designer or architect; the designer shall furnish proof of working with a structural engineer and be licensed, bonded, insured, and have all appropriate City licenses. The designer, architect, and structural engineer cannot be the applicant.

ELIGIBILITY

Subject properties must be located within the Urban Renewal District boundary.

Eligible activities: including, but not limited to: rehabilitation of building facades, including masonry cleaning, cornice restoration, new siding, exterior painting, canopies, window awnings, repair to gutters and downspouts, removal of old signs and replacement of new conforming signs, refuse container enclosures and improvements which enhance the pedestrian environment. Funds may also be used for structural upgrades to a facade wall.

Ineligible activities: including, but not limited to: previously completed projects, security systems, personal property, and billboards.

Attachments: Sample Color Combinations

For more information, please contact:

City of Brookings, City Manager
898 Elk Drive
Brookings, OR 97415
541-469-1101



More accurate color samples
available in the City Manager's office

