

City Council Meeting Agenda

Monday, October 13, 2014, 7:00 PM

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

1. Call To Order
2. Pledge Of Allegiance
3. Ceremonies/Appointments/Announcements
 - a. Proclamation - Red Ribbon Week
Documents: [PROC - RED RIBBON WK.PDF](#)
 - b. Proclamation - Bullying Prevention Week
Documents: [PROC - BULLYING PREVENTION MONTH.PDF](#)
4. Oral Requests And Communications From The Audience
 - a. Public Comments
Public Comments on non-agenda items – 5 minute limit per person.*
5. Staff Reports
 - a. Approval Of Language Regarding Unsightly Conditions To Be Added To The Nuisance Chapter In The Brookings Municipal Code.
Documents: [UNSIGHTLY CONDITIONS CAR.PDF](#),
[UNSIGHTLY.ATT.A.LANGUAGE.PDF](#)
 - b. Award Of Bid For The Downtown Improvement Project Phase 3.
Documents: [DOWNTOWN IMPROVEMENTS CAR.PDF](#), [DOWNTOWN.ATT.A.BID TAB.PDF](#)
 - c. Authorization To Expend Transient Occupancy Tax Funds For The McVay Rock Open Disc Golf Tournament As Recommended By The Tourism Promotion Advisory Committee.
Documents: [MCVAY DISC GOLF CAR.PDF](#), [MCVAY.ATT.A.PROPOSAL.PDF](#)
 - d. Authorization To Expend Transient Occupancy Tax Funds For The Central Building Centennial Event As Recommended By The Tourism Promotion Advisory Committee.
Documents: [CENTRAL BUILDING FUNDING CAR.PDF](#), [CENTRAL BUILDING.ATT.A.PROPOSAL.PDF](#)
 - e. Authorization To Pay Curry County For Roadway And Utility Easements In Connection With The Brookings Airport Infrastructure Project Easements.
Documents: [AIRPORT EASEMENT CAR.PDF](#), [AIRPORT.ATT.A.CITY APPRAISAL.PDF](#), [AIRPORT.ATT.B.SOUTH COAST APPRAISAL.PDF](#),
[AIRPORT.ATT.C.MEMO.PDF](#), [AIRPORT.ATT.D.DRILLING.PDF](#),
[AIRPORT.ATT.E.SOUTH COAST LETTER TO ITZEN.PDF](#), [AIRPORT.ATT.F.LETTER TO HERBAGE.PDF](#), [AIRPORT.ATT.G.MAP.PDF](#), [AIRPORT.ATT.H.CAL ORE LETTER TO CITY.PDF](#), [AIRPORT.ATT.I.SOUTH COAST LETTER TO CITY.PDF](#)
6. Resolutions
 - a. Resolution 14-R-1046, Approving A Change Of Control From Charter Communications, Inc. To Comcast Communications For The Cable Television Franchise Agreement.
Documents: [CABLE COMCAST CAR.PDF](#), [CABLE.ATT.A.14-R-1046.PDF](#),
[CABLE.ATT.B.FORM 394.PDF](#), [CABLE.ATT.C.SEPT 4 LETTER.PDF](#),

7. Consent Calendar

1. Approve City Council minutes for September 22, 2014.
2. Authorize the City Manager to execute the amended Intergovernmental Agreement for Implementation of Coos and Curry Counties Household Hazardous Waste Management Plan, adding the City of Lakeside as a member.
3. Authorize the City Manager to execute Flexible Service Maintenance Agreement, #30283, with the Oregon Department of Transportation.
4. Approve Liquor License Application for the Railroad Street Market.
5. Approve Liquor License Application for the Backstreet Bar, 777 Cottage Street.
6. Accept Parks & Recreation Commission minutes for July 7, 2014.
7. Accept Tourism Promotion Advisory Commission minutes for August 21, 2014.
8. Accept Public Art Committee minutes for August 18, 2014.
9. Accept September 2014 Vouchers in the amount of \$819,961.27.

Documents: 1.9-22-14 CC MINUTES.PDF, 2.HHW IGA CAR W ATTACHMENTS.PDF, 3.ODOT FLEX SERVICE CAR AND ATT.PDF, 4.LIQLICAPP.RAILROAD MKT.PDF, 5.LIQLICENSEAPP.BACKSTREET.PDF, 6.7-24-14 PR MINUTES.PDF, 7.8-21-14 TPAC MINUTES.PDF, 8.8-18-14 PAC MINUTES.PDF, 9.SEPT VOUCHERS.PDF

8. Remarks From Mayor And Councilors

9. 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, Substance abuse is damaging to our children and is a contributing factor in the three leading causes of death for teenagers - accidents, homicides and suicides; and

WHEREAS, October 23rd through October 31, 2014, has been designated **NATIONAL RED RIBBON WEEK** whereby all Americans can show their commitment to drug-free lifestyles; and

WHEREAS, Brookings Emblem Club #265 and the City of Brookings encourages everyone to participate in **RED RIBBON WEEK** to establish an atmosphere that promotes family and individual responsibilities for living drug free, without the use of illegal drugs or the illegal use of legal drugs, and

WHEREAS, the citizens of Brookings are invited to show their support for a drug-free community in which to raise happy, healthy, alcohol, tobacco and drug-free children by wearing and displaying red ribbons during this week;

NOW THEREFORE, BE IT RESOLVED that I, Ron Hedenskog, Mayor of the City of Brookings, do hereby proclaim the week of October 23rd to October 31st, 2014 to be

Red Ribbon 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 13th day of October, 2014.



Mayor Ron Hedenskog



For the Community
Against the Consequences
**I AM
DRUG-FREE™**

City of Brookings *Proclamation*

WHEREAS, bullying is physical, verbal, sexual, or emotional intimidation or harm intentionally directed at a person or group of people and occurs in neighborhoods, playgrounds, schools, and through technology, such as the Internet and cell phone; and

WHEREAS, research indicates that bullying is the most common form of violence, annually affecting millions of American children and adolescents and thousands of Oregon children and adolescents; and

WHEREAS, citing statistics for Brookings from the 2013 Oregon Healthy Teen Survey for 11th graders, during the 12 months before the survey, 5% had been in a physical fight on school property and during the same period 4% had been threatened with a weapon on school property. In that period, over 16% of the students seriously considered attempting suicide. In the 30 days before the survey 24% felt harassed at school or on the way to or from school and during that same period, 5% did not go to school because they didn't feel safe; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems; students who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors while children who witness bullying often feel less secure, more fearful, and intimidated.

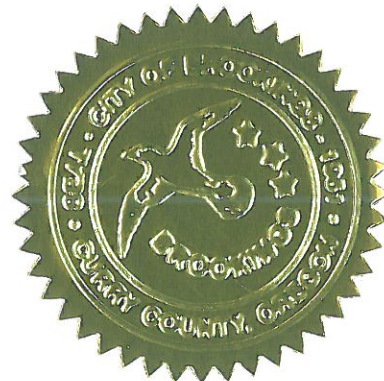
NOW, THEREFORE, I, Ron Hedenskog, Mayor of the City of Brookings, hereby declare the month of October, 2014, as

Bullying Prevention Month

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 13th day of October, 2014.



Mayor Ron Hedenskog



CITY OF BROOKINGS

Council Agenda Report

Council Meeting Date: 10/13/2014

Originating Dept: PWDS

W Laura Lee Snook
Signature (submitted by)
[Signature]
City Manager Approval

Subject: Discussion regarding language to expand the nuisance section of the Brookings Municipal Code to include unsightly conditions that impact the downtown area and other high visibility locations.

Recommendation: Approve the proposed language to create a new subsection 8.15.045 Section 8.15, Nuisances, of the Brookings Municipal Code.

Financial Impact: None to City

Background/Discussion: As discussed at the September 2, 2014 Council Workshop, many positive steps have been taken to beautify the downtown area, such as street trees, benches, flower baskets and undergrounding utilities. The City also funded the façade improvement program for several years to encourage property owners to improve their properties.

The purpose of these efforts is to create an attractive downtown, not only to encourage visitors to stop, but also to revitalize the business district.

Many private property owners have participated in improving downtown by renovating and landscaping their properties. Their efforts are sometimes over shadowed by property owners who allow their buildings to fall into disrepair.

Current ordinances allow City intervention only when a building has become so deteriorated that it has become dangerous. Approval of the proposed language and addition of subsection 08.15.045 would give Staff the authority to require correction when a building has become an eyesore due to neglect.

Policy Considerations:

A vital and attractive downtown encourages people to invest in, and relocate businesses to Brookings. Requiring property owners to maintain their buildings at a minimal level of maintenance is an important and necessary component to attain this type of growth and in keeping with the policy of making Brookings an attractive place to open a business or to stop and explore what local businesses have to offer.

Attachment(s):

- a. Excerpts from BMC Section 8.15, Nuisances, with suggested language.

8.15.045 Deteriorated Condition.

No owner or person in charge of property having frontage on Chetco Avenue, between the Chetco River Bridge and Easy Street; or Railroad Street, between Mill Beach Road and Alder Street shall defer maintenance of a structure to cause or permit the following conditions;

- A. Paint that is peeling, faded or mildewed over an area greater than 25% of any exterior wall area, windows and door openings shall be excluded from the area calculation.**
- B. Siding material that is failing over an area greater than 25% of any exterior wall, windows and door openings shall be excluded from the area calculation.**
- C. Fascia board that is failing over an area greater than 25% of the fascia board.**
- D. Roofing which is failing over an area greater than 25% of the roof area.**

If any of the above conditions are deemed to be present, the Building Official shall file a report with the City Manager who may declare such conditions as a public nuisance. The property owner shall be notified of such finding in the same manner as provided in section 8.15.090, General Abatement.

A property owner may appeal such finding of a public nuisance under this section to the City Council within 15 days of the date of such notice. The City Council shall hear the appeal within 30 days of receipt of an appeal, and shall render a decision within 15 days thereafter.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: PW/DS



Signature (submitted by)

City Manager Approval

Subject: Bid award for construction of the Downtown Improvements Project Phase 3

Recommended Motion: Motion to award the bid in the amount of \$177,791.60 for the Downtown Improvement Project Phase 3 to Freeman Rock, Inc. as the lowest responsible bidder.

Financial Impact: This project was identified as a 2013/14 capital improvement project (CIP). A portion of the project is to be paid for with Urban Renewal funding in the amount of \$80,000. The remaining balance of \$97,791.60 will be paid for from the 2013/14 CIP water main replacement budget and is SRF and SDC eligible.

Background/Discussion: The existing 4 inch asbestos cement (AC) along Alder Street is significantly undersized and is in poor condition. The current City Water Master Plan calls for a new 8" water line to be installed on Alder Street from Spruce Street to Railroad Street.

There is currently one block of Alder Street, between Spruce and Willow Street that does not have a sidewalk. A component of this project is to install a sidewalk at this location, completing an ADA compliant pedestrian path between Chetco Avenue and Railroad Street. Necessary upgrades to the storm drain system in this area will be incorporated in the project.

There are several sidewalk infill and repairs on Hemlock Street that are necessary in order to comply with ADA and provide a safe pedestrian route. Staff has determined that due to the small scope of this work, it would be most cost effective to package that work in the bid for the Alder Street work. Coordinating the sidewalk work with the water main replacement on Alder Street saves considerable costs in paving and mobilization.

The design plans and specifications were completed in-house, and construction management and inspection will also be handled in house thereby reducing additional engineering overhead fees by 20%.

Staff recommends a motion to award to the lowest responsible bidder, Freeman Rock, Inc. in the amount of \$177,791.60.

Attachment(s):

- a. Bid Tabulation

Item	Description	Fund	Quantity	Unit	Unit Price	Total	Unit Price	Total
	Downtown Improvements Phase 3						Freeman Rock, Inc	
1	Construction facilities and temp controls	All	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 12,310.00	\$ 12,310.00
2	Demolition and Site Preparation	All	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 17,180.00	\$ 17,180.00
3	Traffic control	All	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,200.00	\$ 8,200.00
4	Foundation Stabilization	UR, WD	70	CY	\$ 50.00	\$ 3,500.00	\$ 56.50	\$ 3,955.00
5	Subgrade backfill (paving & sidewalk)	UR, WD	190	CY	\$ 40.00	\$ 7,600.00	\$ 40.80	\$ 7,752.00
6	Trench backfill	UR, WD	141	CY	\$ 40.00	\$ 5,640.00	\$ 65.00	\$ 9,165.00
7	3" AC Pavement	UR, WD	8044	SF	\$ 3.00	\$ 24,132.00	\$ 3.40	\$ 27,349.60
8	Restore striping	WD	1	LS	\$ 4,500.00	\$ 4,500.00	\$ 3,150.00	\$ 3,150.00
9	5' Concrete Sidewalk	UR	1744	SF	\$ 8.00	\$ 13,952.00	\$ 5.50	\$ 9,592.00
10	Curb and Gutter	UR	372	LF	\$ 18.00	\$ 6,696.00	\$ 23.00	\$ 8,556.00
11	Driveway Approach (3)	UR	440	SF	\$ 10.00	\$ 4,400.00	\$ 11.00	\$ 4,840.00
12	Access Ramp at Alder	UR	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 1,260.00	\$ 2,520.00
13	Roof drains (1)	UR	8	LF	\$ 30.00	\$ 240.00	\$ 44.50	\$ 356.00
14	8" Waterline	WD	402	LF	\$ 120.00	\$ 48,240.00	\$ 78.00	\$ 31,356.00
15	8" Valve	WD	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 1,515.00	\$ 9,090.00
16	4" Waterline	WD	20	LF	\$ 90.00	\$ 1,800.00	\$ 85.00	\$ 1,700.00
17	2" Air Valve/Vac assembly	WD	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 3,010.00	\$ 6,020.00
18	Fire hydrant assembly	WD	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,800.00	\$ 4,800.00
19	Curb Inlet Catch Basin	SD	3	EA	\$ 1,800.00	\$ 5,400.00	\$ 1,750.00	\$ 5,250.00
20	12" Storm drain	SD	20	LF	\$ 110.00	\$ 2,200.00	\$ 70.00	\$ 1,400.00
21	SD Manhole	WWC	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,250.00	\$ 3,250.00
	TOTAL BASIC BID					\$183,800.00		\$177,791.60

Contingency 10%
TOTAL

\$18,380.00
\$202,180.00

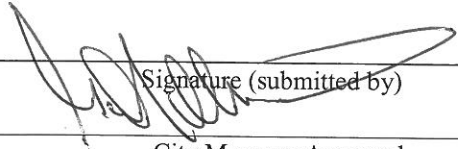
RANGE \$180,000 - \$210,000

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2013

Originating Dept: TPAC



Signature (submitted by)

City Manager Approval

Subject: Funding for McVay Rock Open

Recommended Motion:

Motion to allocate \$3,500 in Transient Occupancy Tax funds for the McVay Open disc golf tournament as recommended by the Tourism Promotion Advisory Committee and authorize the City Manager to execute an agreement with the event organizers.

Financial Impact:

\$3,500 in Transient Occupancy Tax funds would be used for this project,

Background/Discussion:

The Southern Oregon Disc Golf Association is planning a tournament at McVay Rock State Recreation Area on January 17, 2015. The Association and several local organizations have developed a disc golf course at McVay Rock and are in the process of expanding the course. Their goal is to attract tournaments throughout the year. This would be the first such tournament.

Disc golf is a rapidly expanding sport. There is a disc golf course in Crescent City and others exist and/or are being planned along the Oregon coast. The goal is to include the course at McVay in a collection of courses that would be sufficient to support national tournaments.

The Tourism Promotion Advisory Committee recommended funding of \$3,500 to assist with this event.

Attachment(s):

- a. Event proposal (request was for \$4,000).

Event Title: McVay Rock Open Amount Requested: \$4,000

Event Description: A Professional Disc Golf Association sanctioned C-Tier disc golf tournament

Event Dates: January 17, 2015

Location McVay Rock State Park Location secured? YES

Event Goals: (1) To generate buzz throughout the region and nation that Brookings is available to the traveling disc golfer. (2) To identify Brookings as part of a local mosaic of courses required to have larger multi-day events such as National Tournaments

Please explain how this event will be sustained after the first year. In addition to local businesses that have already made commitments to supporting the course and the growth of disc golf in the community, there will be regular, small, "pay to play" events.

Sponsors/Investors: In-Motion Graphics & Design, Home Depot, Woof's Dog Bakery, Wild RiversPizza, McClennan Contracting, Wild Rivers Disc Golf Club, Gateway Education, Gateway Disc Sports (so far)

Budget

Income			Expenses		
Fees collected	\$ 25/30/35	2250	Facility/Venue Costs	\$ 150	
Disc Sales	\$	200	Insurance	\$ 125	
Concessions	\$	75	Advertising	\$ 950	*See Notes
Raffle	\$	300	Supplies	\$ 700	
			Outhouses	\$ 85	
Additional Contests	\$	200	Prize Payout	\$ 1500	
	\$		PDGA Fees	\$ 600	
TOTAL	\$	3,025	TOTAL	\$ 4195	

Methodology for evaluating event's success in terms of bringing visitors to the Brookings area. Tournament evaluations will be made available.

There will be experienced people at the tournament who can provide opinions and feedback.

Contact Person: Shane Stephens / Ron Cole Phone: 541-302-2533 / 707-954-7666
Keven Mealue 707-954-5507

Organization: Southern Oregon Disc Golf Assn. Address: 1111 Checto Ave, Brookings

Foot Notes:

All figures are based on attendance of 75 participates.

In addition to tradition media advertising, the following items are included as advertising.

1. Players Pack

This is a hospitality that is a regular part of disc golf tournaments. They can be very elaborate and include food/drink coupons, shirts, discs, minis and schwag such as led lights, erasable, scorecards, pencils and beer or items that will assist the player in challenging areas and include things like hats, gators, even shoes.

2. Tourney Disc

A player will typically get a disc that has a tourney stamp that identifies where and when the tourney took place. There is an \$80 fee for the stamp and a 50 disc minimum order of discs that are between \$6 and \$8 each. The total in expenses includes fee, per disc cost at 75 participants and shipping.

Additional Notes

Prize Payout

It is important that the first tournament in Brookings set the bar for hospitality, high stakes and fun for future events here. A high payout will increase the amount of contestant turnout.

This is the first tournament in Brookings and it is in January. This date was chosen because there is less competition for participants and because we are regularly visited with extraordinary weather this time of year. We feel this combined with a high payout will maximize turnout.

PDGA Fees

Sanctioning of the event \$50

\$10/person non-PDGA member fee for temporary membership

\$2/person PDGA general fee

In the recent tournament in Crescent City of 50 players 35 were required to pay the additional fees for temporary membership. All participants must pay the \$2 fee for a sanctioned event.

*** We don't expect there to be money left over but in the event there is it will be set aside as seed money for the following years tournament.

Thank you for your time,

Ron Cole
President
Gateway Education
707 954 7666

Shane Stephens
Vice President
S. Oregon Disc Golf Assn.
541-301-2533

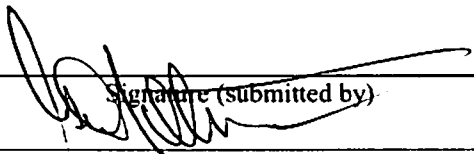
Kevin Mealue
President
Wild Rivers DGC
707 954 5507

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: TPAC



Signature (submitted by)

City Manager Approval

Subject: Funding for Central Building Centennial

Recommended Motion:

Motion to allocate \$2,500 in Transient Occupancy Tax funds for the Central Building Centennial event as recommended by the Tourism Promotion Advisory Committee and authorize Mayor to execute related agreement with event organizers.

Financial Impact:

\$2,500 allocation from Transient Occupancy Tax revenue.

Background/Discussion:

A Central Building Centennial event being planned for February 27-May 1, 2015.

The Central Building is the only site within the City that is listed on the National Register of Historic Places. The proposed event is actually a series of events to be held over a period of three days. Events that would attract visitors will include walking tours, local history presentations, musical performances and an art show. Members of the Brookings family have confirmed their attendance. Invitations have also been extended to representatives of the National Register of Historic Places and the Brookings Institute.

The applicant has submitted a detailed budget, including a list of community sponsors who have made in-kind and monetary commitments to date.

Attachment(s):

- a. Event Proposal (note original request was for \$5,000)

Event Title: 100 th Central Building Celebration	Amount Requested \$5,000
Event Description: The Central Building located in Brookings, Oregon is celebrating the 100 year anniversary in 2015 (1915-2015). Event to include walking tour, ribbon cutting/celebration (including cake), Saturday Evening Music, Friday night kickoff reception, community photography to commemorate this historic event, school children participating in essay writing contest, local artist participating in Art Contest, Antique Car Show, VFW, presentations/speakers, historical photographs,	
Event Date/s: February 27, 2015-Mar 1, 2015	
Location/s: Central Building (Downtown Brookings), Walking Tour to include most of Downtown Brookings, Lutheran Church for 2/28/15 Evening Music, Activity Center for 2/27/15 Kickoff Reception	
Location Secured? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Event Goals: To attract visitors to Brookings during off tourism season (Feb/Mar 2015 that are interested in learning about the rich history we have here in Brookings, Oregon. Visitors will stay in local hotels, eat at local restaurants, and visit local businesses as they walk/drive past local business while on the walking tour and attending the various events. Local businesses that agree to sponsor our event will be included in advertising and signage for event.	
Please explain how this event will be sustained after the first year: A Walking Tour Brochure for the Downtown Brookings area will be created for use during our event. With minor alterations the brochure could be used by future city visitors. Perhaps they could be placed in designated areas throughout the Brookings area (examples: visitor center, city hall, Central Building lobby)	
Sponsors/Investors: See budget information provided regarding sponsor information	
Methodology for evaluation events success in terms of bringing visitors to the Brookings area: Tourism dollars entering Brookings; community involvement; school children learning about Brookings history as they research essay contest; everyone having a great time.	
Contact Person: Carolyn Milliman/Jennifer White	Phone: 541-412-7479/323-397-7200
Organization: 100 th Central Building Anniversary	Address: 1090 Parkview Dr., Brookings, OR 97415
	Email: BrookingsCentralBuilding@yahoo.com
If more space is require please attach additional pages	

Budget

Income		Expenses	
Need donated Food for Friday Night Kickoff Reception	\$1,000	Food for Friday Night Kickoff	\$1,000
Need donated Cake/Cupcakes	\$1,000	Cake for Saturday Celebration	\$1,000
Estimated Sale of Tickets for 2/28/15 Evening Music	\$1,500	Venue for Saturday Evening Music	\$500
		Saturday Evening Musician	\$1,000
Sale of Promotional Items (T-Shirts, Pins, Caps, etc.); cover cost of production and design	\$3,000	Cost of Promotional Items (T-Shirts, Pins, Caps, etc.); cover cost of production and design	\$3,000
Oregon Realtor & Owner of Central Building (Gossett/Beale)	\$500	Balloons	\$300
		Insurance	\$100
		Pelican Art Contest	\$100
City of Brookings Tourism	\$5,000	Walking Tour Brochures	\$3,000
		Signage/Advertising	\$2,000
Sponsors		Celebration Supplies	\$1,000
Les Schwab	\$100	School Essay Contest Awards	\$1,000
Feather Your Nest	\$50	Traffic Control/City Permits	\$500
Dottie's Corner	\$50	Portable Restroom Rental	\$500
Gypsies Gifts	\$50	Helium Air for Balloons	\$500
Individuals/Families contributing \$50 each (2)	\$100	Microphone/Sound System for Saturday Celebration Ceremony	\$200
Milliman/White Family	\$700		
Potential Sponsors Contacted (approx. 50 businesses @ \$50 each or more); See attached list	\$2,500-5,000	Rental of space in downtown building for Stout Railroad	\$200
TOTAL	\$15,550-\$18,050	TOTAL	\$15,900
Sponsors Providing Services	Services	Optional Additional Expenses	Optional Exepenses
Chetco Activity Center	Venue for Friday Night Kickoff	Tent Rental (if rain)	\$1,000
VFW	Use of Hall during Saturday Event	Historical Displays/Frames	\$1,000
Emblem Club	Providing Docents during Saturday Event	Presentation/Speakers	\$500
Seaview	Use of Van during Saturday Event	Central Building Setup	\$1,000
Curry Electric	Magazine Article	Total	\$3,500
Pilot Newspaper	Articles/Ads for Event		
Radio Station	Ads		
Harbor-Brookings Chamber of Commerce	Assist with Promoting Event		
CWC Graphic Artist	Donate graphic design skills		
Brookings Sign	Banners at cost, 10% discount and free bumper stickers		
The Pacific Rim Print Shop	Provide at cost printing plus discount		
Antique Car Show	Antique Car Show to take place during Weekend		
Redwood Theater	Use of Theater for Presentations		

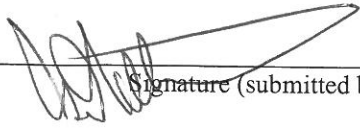
Potential Sponsors Contacted
• Ray's
• Fred Meyer
• US Bank
• Umqua Bank
• Evergreen Bank
• Ace Hardware
• Curry Network Medical
• Oil Can Henry
• Edwards Jones
• State Farm
• Lucky 7 Casino
• Stout Railroad
• Dr. D Automotive
• Chevy Dodge, Car Dealer
• Remax Realty
• Integrity Financial
• Crowell, Benz, and Hartwick
• Curry Good Sam
• Salsa Suzy
• Mentor Oregon
• BNF
• Pisces Fish Company
• Chetco Etc. Coffee
• Divine Spark
• Wisetails
• Sea Mist Botanicals
• Nails 101
• Dr. Hodges Chiropractic
• Dairy Queen
• La Flora Mexican Restaurant
• The Snug Restaurant
• The Health Store
• Bi-Mart
• Harbor Tattoo
• Dr. Walker
• Coast Auto
• Jones Investment
• Caldwell Banker
• First Title
• Manley Art Center
• Wild Bird
• Chase Bank
• Gold Beach Lumber
• Manley Art Center Members

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Airport Infrastructure Project Easements

Recommended Motion:

Motion to authorize payment of \$22,300 to Curry County as compensation for City utility and roadway easements, and \$10,550 to Curry County as compensation for a roadway easement on behalf of South Coast Lumber Company in connection with the Brookings Airport Infrastructure Project.

Financial Impact:

\$32,850 from the City's water and sewer System Development Charge fund.

Background/Discussion:

The City submitted an application to the U.S. Economic Development Administration (EDA) to fund the extension of water and sewer service to the Brookings Airport to facilitate development of underutilized land at that location and create jobs in 2012.

The goal of the project was to create sites with full utility access that could be developed for light industrial use. Curry County officials have recently advised City staff that they are negotiating a lease agreement with a private party to develop the first of these private projects, and that this project could create as many as 20 new jobs. The project has been described in general terms as involving the construction of a 20,000 square foot light industrial building on three acres of land just west of the Airport terminal. As of this writing, specifics as to the identity of the company have not been announced. The County also has a lease agreement with Cal Ore Life Flight for the development of a new 2,000 square foot hanger and training facility at the Airport, creating an estimated 12 new jobs in the community. Staff understands that the location within the Airport of the Cal Ore Life Flight lease area may change.

Neither of these projects could move forward but for the Brookings Airport Infrastructure Project initiated by the City. Both of these private development projects have the potential for generating significant lease and tax income to the County, as well as utility service and tax income to the City. Both projects are consistent with the job creation goal of the project.

During the application review process, the EDA required that Curry County become a co-applicant as they would be the primary beneficiary of the project.

Thus, the City of Brookings and Curry County are co-applicants and co-recipients of the financial assistance award from EDA for the "Infrastructure Improvements to Brookings Airport and Industrial Park" project. The total estimated cost of the project is \$2,936,850. The Federal

share of the cost is \$1,762,110 and the Recipient share is \$1,174,740. The City has agreed to pay the full cost of the Recipient share; the County has no financial obligation to the project.

The City requested that the County provide easements necessary for the construction and maintenance of the water and sewer improvements as a “no cost” form of participation in the project. Additionally, as South Coast Lumber Company had agreed to provide utility, roadway and tank site easements at no cost...a contribution of substantial value to the project...they requested that the County provide them with a roadway easement at no cost.

Exhibit A of the Financial Assistance Award provides that construction of the project must commence no later than October 17, 2014. We have been working toward this deadline now for many months. Mayor Hedenskog, project engineer, Michael Dees, and the City Manager met with the Brookings Airport Advisory Committee, Commissioner David Itzen and County consulting engineer Randy Kruckenberg on February 12, 2014, at which time plans for the project...including access roads and the pipelines under the runway...were fully disclosed and discussed. City representatives left that meeting with the understanding that all was in order and we would proceed with final design. Draft easement documents were prepared and the City first requested the easements needed to cross the County property on April 21, 2014.

Due to the five month delay in securing easement approvals from the County, we have missed the start of construction deadline and are requesting an extension. Another scheduling factor is that we need to complete all logging activity for the roadway and the tank site by May, 2015. Thus, we now plan to bid the project for construction in early spring 2015.

Note that part of the delay with the easements can be attributed to modifications to the documents required by FAA. The City was not allowed to have direct access to FAA representatives concerning the easement issues.

Curry County executed a Co Applicant Agreement on August 14, 2012, and the EDA Financial Assistance Award document on October 17, 2012, through which it agreed to the Special Award Conditions, Line Item Budget, compliance with Uniform Administrative Requirements for Grants and Agreements, Cost Principles for State/Local/Indian Tribal Governments, Audits and EDA Standard Terms and Conditions Public Works and Implementation Construction Components.

The budget includes \$40,000 for “land, structures and rights of way appraisals.” It was anticipated that this funding would be needed to acquire easements along Parkview Drive, across the Gowman property to interconnect the City’s Seacrest Reservoir with the new reservoir, and to acquire the reservoir site. There was never any discussion of purchasing easements from the County for the water or sewer line, or ingress/egress to the reservoir site. The cost of the appraisals for the County easements was \$9,600 and EDA has determined that these costs are not eligible for grant funding.

Special Award Condition 4 provides that, prior to the start of construction, “the Recipient shall provide evidence satisfactory to the Government that the Recipient has acquired good and merchantable title, free of all mortgages, foreclosable liens, or encumbrances, to all land, rights-of-way, and easements necessary for the completion of the Project.” Curry County is a Recipient.

The benefit of the project to the County is well documented.

The current water supply to the airport is very limited (less than 45 gpm) and at very low pressure at times less than the 20 psi required by Oregon State health regulations. This disallows any fire fighting support from the water system and does not allow significant development of new airport facilities.

This project will allow provision of over 3,000 gpm of fire-fighting water delivery, including the capacity to support fire sprinkler systems, domestic water service at pressures greater than 45 psi and provision of sewer service which is currently not available to the airport.

The original horizontal directional drilling (HDD) pipeline design provided for connection to any water or sewer lines which the airport may wish to make at locations just at the airport fence line at both the east and west side of the field. These easements were prepared in consultation with Cal Ore Life Flight, who has a lease on a portion of airport property near the terminal and who had planned to develop a new facility there.

During a site visit with County officials on August 25, City staff learned that the County was negotiating the relocation of the Cal Ore Life Flight lease to the east side of the Airport, and was in the process of negotiating the lease of a much larger area...three acres...to another private party who planned to construct a 20,000 square foot industrial facility on the site. This change precipitated several changes in the location/alignment of the easements. The City developed several alternatives for changing the utility easement locations and evaluated a County request for relocation of the road easement. At its meeting of September 17, 2014, the Board of Commissioners selected a new utility easement route, which was submitted to FAA for review on September 24, 2014. No change was made in the roadway easement alignment after the City demonstrated that realignment would make the road not-constructible and that the existing alignment could be used to provide access to other future development on Airport property. County officials had also inquired about developing the tank access road to City public road standards; this is not within the scope of this project.

The cost of realigning the utility easement and performing advance staking on the project site to enable County officials to “visualize” the project is \$23,800. EDA has agreed to pay for 60 per cent of this cost within the approved project budget; the 40 per cent will be the Recipient (City) share.

Following is an excerpt from the grant application:

“The project will provide water and sewer infrastructure improvements to Brookings Airport and an adjoining 20-acre parcel owned by Curry County. The improvements will facilitate development of airport-dependent light industrial uses on the airport site and additional light industrial uses on the adjacent County-owned property.”

A secondary goal of the project is to improve disaster preparedness. The provision of water and sewer service is important to support the use of the Brookings Airport as a staging area following a major disaster event affecting the region.

In a letter dated May 23, 2012, the Curry County Board of Commissioners expressed support for the project indicating that *“This Brookings Airport is a significantly underutilized economic resource”*, that *“the Brookings Airport Infrastructure Project would make light industrial sites available for both air-dependent and general light industry development”*, and that *“The*

Brookings Airport is also the only public airport proximate to the Curry County Population base that is not located in a tsunami inundation zone. The airport is designated as the major staging area for the receipt of supplies and others resources in the event of a disaster event. Having adequate water and sewer facilities available at the airport is essential to sustain a disaster relief effort."

THE EASEMENTS

The City and South Coast Lumber Company are requesting easements on the County-owned Airport property for the following elements of the project.

PIPELINES

Water and sewer pipelines would be installed under the airport runway. The sewer pipeline would terminate in the vicinity of the airport terminal. The water pipeline would continue past the airport terminal, would be available to serve new development on both the north and south side of the Airport, and would continue through airport property and onto South Coast Lumber property where it would terminate at a new water storage reservoir.

The width of the pipeline easement would be 30 feet, which is sufficient to accommodate both water and sewer pipes and maintain required distances for separation between potable water and sanitary sewer mains.

INGRESS/EGRESS TO RESERVOIR SITE

The City is requesting a roadway easement across the airport property for ingress/egress to the proposed reservoir that would be located on the adjacent South Coast Lumber property. This easement would be 30 feet in width and would follow the alignment of the existing Airport Road to a location near the airport gate, then turning north across undeveloped property on a portion of airport property that is not used for aeronautical purposes.

INGRESS/EGRESS TO SOUTH COAST PROPERTY

South Coast Lumber Company has requested an ingress/egress access easement across airport property as "quid pro quo" for providing ingress/egress and a reservoir site on their property. The South Coast ingress/egress easement would enable South Coast to transport logs from its adjacent forest land to the County Road. This easement would follow the same alignment as the City ingress/egress easement.

Early-on the City advised South Coast that such a "trade" of consideration seemed reasonable, but that if compensation to the County is required for this access easement, the City will pay for the easement based upon an appraised value. We noted that South Coast Lumber Company has frequently acted as a "good corporate citizen" by conveying land to the City and the County at no fee, including a parcel of land that was added to the Brookings Airport in 1996.

On September 15, 2014, without notice to the City, Commissioner David Itzen contacted South Coast Lumber Company to request that South Coast log a tract of County property as a good faith contribution towards the project as compensation to the County for the requested road easement. This request was inconsistent with the City's understanding with both South Coast and the County that, if the County insisted on financial remuneration for the roadway easement requested by South Coast, the City would pay the fair market value on behalf of South Coast. Staff believes it is inappropriate for South Coast to provide any form of consideration for this easement beyond the substantial contribution they have already made by providing easements on their property for the road, water pipeline and tank site **at no cost**.

Note that more than half of the distance of the roadway easements for both the City and South Coast are across property that is already used as a paved access road to the Airport.

TEMPORARY CONSTRUCTION EASEMENTS

The City is seeking a 70 foot wide temporary construction easement for the new road that would extend from Airport Road to the water storage reservoir.

PIPELINES UNDER THE RUNWAY

One of the County-stated reasons for relocating the utility easements was to avoid conflicts with existing surface facilities on the Airport runway. These facilities would not be impacted by the water and sewer pipelines, which will be installed at a depth of approximately 25 feet. We evaluated the suggestion by the County to re-route the pipelines around the runway. This was found not to be desirable or feasible because:

1. There are steep cut and fill banks above and below the Parkview Drive/Airport Road roadway, making placement of two lines, one of water and the other for a sewer force main impractical except on the roadway itself.
2. The separation distance between the water line and wastewater line of 10 feet required by health and environmental regulations would take up the majority of the roadway surface, thereby requiring complete replacement of the asphalt roadway surface.
3. Construction would be very disruptive of traffic into and out of the airport, at times causing delays.
4. The cost differential between the horizontal directional drilling (HDD) procedure and route verses surface trench installed routing around the north end of the airport is an addition of approximately \$400,000. This includes the necessary additional engineering and surveying. It does not include new permitting, environmental or administrative time.
5. The HDD process is a mature proven technique. It has been used extensively for situations such as this, where it is imperative that no surface disruption occur or is even possible between the entry and exit locations of the pipe line. For example, this method is used to cross under environmental sensitive areas such as wetlands or under bodies of water such as bays, rivers and sloughs. We understand this method has been used at the Portland International Airport for installation of new storm drainage lines and jet fuel delivery lines under the runways, taxi-ways and tarmacs in order to avoid disruption of operations.
6. The proposed installation would be at a depth of 25 feet, or deeper if preferred, under the airport and under areas which currently have no construction other than runway, taxi-way and tarmac. At this depth, no existing signal lines, infrastructure, utilities or other features of the airport would be impacted.
7. The installation at this depth would have no negative effect on the ability of the airport to construct future improvements, such as hangers, over the very deep pipe lines.
8. There is no anticipation of maintenance of these lines via the surface, just as is the case when installed under water or wetlands. The installed pipe lines consist of a single fused pipe with no fittings or joints which could leak. The lines have anticipated service lives of over 90 years.

The utility easement as proposed and approved by the County will provide that the pipelines be constructed, in part, beneath an existing building that reportedly has a rebar-enforced, 18-inch

concrete floor. The project engineer estimates that this route will result in additional construction costs of some \$29,000.

USE OF AIRPORT ROAD

We only became aware that the upper portion of Airport Road is not a County Road at the June 4, 2014 meeting with County officials. If Airport Road was a County Road, no easement would be required. A few weeks prior to that meeting, City and County staff met to discuss conveying various County roads to the City and this segment of Airport Road was among those roads listed by the County as being County-maintained roads within the City Limits that could possibly be conveyed to the City. Based upon the discussion at the June 4 meeting, it appears that long-time County Roadmaster Dan Crumley and County Counsel Jerry Herbage were unaware that FAA restrictions apply to the use of this road, and that it is not a part of the County Road system. It is our understanding that the County has been using County Road funds to maintain and improve this road for decades.

COMPENSATION TO COUNTY FOR EASEMENTS

At a meeting with County officials on June 4, 2014, we were informed that FAA had advised the County that they should receive fair market value for the requested easements.

Staff and City legal counsel reviewed the federal regulation sections provided by the County to substantiate their position that payment of fair market value was required by FAA. We have reviewed Chapter 22 of FAA regulations relating to the release of property upon which federal funds have been used for acquisition or improvement. We disagree with their assertion that we are required under FAA regulations to pay "fair market value" for the easements. We reviewed the Federal Register sections referenced in the letter and found that quite the opposite may be the case; that the rules encourage airports to provide "community use" of airport properties at below fair market value.

We believe that the County could justify that a "release" from these FAA "requirements" is not needed as the proposed easements will be used to support and enhance aeronautical and compatible nonaeronautical uses on the airport property, and will not impair the continued use of the airport for aeronautical purposes. We requested that the County request a waiver from FAA, and we agreed to prepare the justification for the waiver and requested that we be allowed to directly engage FAA in this matter.

Note that this project was reviewed with Commissioner Itzen, County Airport contract engineer Randahl Krukenberg and the Brookings Airport Advisory Board several months ago. Project Manager Michael Dees, Mayor Hedenskog and I were all present at that meeting. None of the easement/FAA concerns were expressed at that time; indeed, the plan to slant drill under the runway was fully disclosed and no objections were raised.

Project Michael Dees also reviewed this project with FAA representatives in Seattle during the construction plan preparation stage. The only FAA issue at that time was the proximity of the proposed water storage tank to the runway and installation of appropriate aviation safety markings on the tank. That issue was resolved in March.

We were informed by County Counsel Jerry Herbage, in an email on September 24, 2014, that *"the Board has indicated to me that it does not want to waive compensation. It would like for the County to discuss with the City the idea of receiving in kind services such as connection to sewer and water services, fire hydrants, and that type of thing."* City staff does not recommend providing in-kind services or fee waivers as a form of compensation. The City needs to maintain

a close accounting of its actual costs associated with this project...even those costs for which there is no federal reimbursement...for audit and financial reporting purposes.

Construction plans were completed and the project was ready to bid. However, we are now modifying the plans to reflect the revised utility easement and pipeline alignments. Note that easements for this project have also been secured from five other private property owners.

Attachment(s):

- a. Appraisal summary letter re: City utility easements.
- b. Appraisal summary letter re: South Coast easement.
- c. September 15, 2014 memo re: Status of Airport Infrastructure Project.
- d. Brookings Airport Infrastructure Improvements Project Horizontal Direction Drilling at Airport.
- e. September 16, 2014 letter from South Coast Lumber Company to Commissioner David Itzen.
- f. June 10, 2014 letter to County Counsel Jerry Herbage.
- g. Current Design and Proposed Public Utility Easement Map.
- h. May 18, 2012 letter from Cal Ore Life Flight.
- i. June 12, 2012 letter from South Coast Lumber Company.

Marineau and Associates

real estate appraisers and consultants

P.O. BOX 1017 • 510 HIGHLAND AVENUE • COOS BAY, OREGON 97420-0221
TELEPHONE (541) 269-2624 • FAX NO. (541) 267-7808
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JEFFREY L. MARINEAU, MAI
WILLIAM E. FLORA
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THEODORE E. ADKINS
ROY N. METZGER, CBA
JAMES E. TURNER
FRED J. MARINEAU (1919-1996)

City of Brookings
898 Elk Drive
Brookings, Oregon 97415
Attention: Loree Pryce, Project Manager

July 29, 2014

RE: Appraisal of Access Easement of AE-1, Public Utility Easement PUE-1, Temporary Easement of TCE-1, and the Larger Parcel, Curry County Map and Tax Lot 40-13-31-200.

Dear Loree:

Pursuant to your request and authorization, I have prepared an appraisal report of the Access Easement of AE-1, Public Utility Easement PUE-1, Temporary Construction Easement of TCE-1, and the Larger Parcel identified as Curry County Map and Tax Lot 40-13-31-200, located at 17330 Parkview Drive, Brookings, Oregon 97415.

The appraisal report has been written at the request of the client with supporting data and analyzes in compliance with the guidelines of USPAP, Uniform Standards of Professional Appraisal Practice, and the regulations as formulated in FIRREA. The intended users are City of Brookings and assigns. This is an appraisal written to USPAP report standards and State law.

The Sales Comparison Approach is used to value the subject land. The Income Approach and Cost Approach are not necessary in this appraisal to produce a credible value estimate nor are they applicable. After careful consideration of all available information and analyzing all factors pertinent to the fee simple valuation of the subject Larger Parcel, Access Easement (AE-1), Temporary Construction Easement (TCE-1), and Public Utility Easement (PUE-1), as defined in this report, the estimated market value, as of July 3, 2014, is as follows.

LARGER PARCEL (Land Only):	\$ 2,400,000
Access Easement AE-1 (Page 66)	\$ 15,189.76
ACCESS EASEMENT TOTAL (Rounded)	\$ 15,200
Public Utility Easement PUE-1 (page 67)	\$ 3,390
PUBLIC UTILITY EASEMENT TOTAL (Rounded)	\$ 3,400
Temporary Construction Easement TCE-1 (page 69)	\$ 3,692.40
TEMPORARY CONSTRUCTION EASEMENT TOTAL (Rounded)	\$ 3,700

Your attention is directed to the attached report for property and market descriptions, date of presentation, and reasonable assumptions that are offered in support of the previous stated conclusions of market value; subject to the included Statement of Limiting Conditions. A copy of the appraiser's Certification is also included herein.

Thank you for the opportunity of providing you with this service. Please contact this office at the referenced address if you have any questions or comments concerning this appraisal report.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeffrey L. Marineau".

Jeffrey L. Marineau, MAI

Marineau and Associates

real estate appraisers and consultants

P.O. BOX 1017 • 510 HIGHLAND AVENUE • COOS BAY, OREGON 97420-0221
TELEPHONE (541) 269-2624 • FAX NO. (541) 267-7808
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JEFFREY L. MARINEAU, MAI
WILLIAM E. FLORA
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ROY N. METZGER, CBA
JAMES E. TURNER
FRED J. MARINEAU (1919-1996)

City of Brookings
898 Elk Drive
Brookings, Oregon 97415
Attention: Loree Pryce, Project Manager

July 30, 2014

RE: Appraisal of the South Coast Lumber Access Easement
and the Larger Parcel, Curry County Map and Tax Lot 40-
13-31-200.

Dear Loree:

Pursuant to your request and authorization, I have prepared an appraisal report of the South Coast Lumber Access Easement and the Larger Parcel identified as Curry County Map and Tax Lot 40-13-31-200, located at 17330 Parkview Drive, Brookings, Oregon 97415.

The appraisal report has been written at the request of the client with supporting data and analyzes in compliance with the guidelines of USPAP, Uniform Standards of Professional Appraisal Practice, and the regulations as formulated in FIRREA. The intended users are The City of Brookings and assigns. This is an appraisal written to USPAP report standards and State law.

The Sales Comparison Approach is used to value the subject land. The Income Approach and Cost Approach are not necessary in this appraisal to produce a credible value estimate nor are they applicable. After careful consideration of all available information and analyzing all factors pertinent to the fee simple valuation of the subject Larger Parcel and the South Coast Lumber Access Easement, as defined in this report, the estimated market value, as of July 3, 2014, is as follows.

LARGER PARCEL (Land Only - Page 51):	\$ 2,400,000
Access Easement (Page 54)	\$ 10,506.34
ACCESS EASEMENT TOTAL (Rounded)	\$ 10,550

Your attention is directed to the attached report for property and market descriptions, date of presentation, and reasonable assumptions that are offered in support of the previous stated conclusions of market value; subject to the included Statement of Limiting Conditions. A copy of the appraiser's Certification is also included herein.

Thank you for the opportunity of providing you with this service. Please contact this office at the referenced address if you have any questions or comments concerning this appraisal report.

Sincerely,



Jeffrey L. Marineau, MAI



City of Brookings

PUBLIC WORKS/DEVELOPMENT SERVICES DEPARTMENT
898 Elk Drive, Brookings, OR 97415
(541) 469-1138, Fax (541) 469-3650, TTY (800) 735-1232
lpryce@brookings.or.us

Memorandum

Date: September 15, 2014
To: City Manager
From: Public Works/Development Services Director *UP*
Subject: Status of Airport Infrastructure Project

There have been discussions with county and city staff in regards to payment for the appraisal and paving the tank access road. Stan Good is the grant project manager with EDA. Stan has provided clear direction on use of the grant money for these two suggestions from the County. Stan says neither payment for a county easement nor paving the tank access road will be allowed under the terms of the EDA grant.

Commissioner David Itzen co-signed the joint use agreement for the grant, and EDA recognizes that by co-signing the agreement, the County will benefit from the project. Since the County already has ownership of the land and will continue to own it after the project, there is no justified reason to be paid for an easement. This would take money away from the construction and reduce the overall benefit for everyone.

In regards to paving the road, EDA has only in very rare cases, paid for a fully paved access road to new infrastructure. These cases were only justified when the pavement was necessary for storm drainage whereby the drainage could undermine the access road. In this case, there is no justification to qualify for the EDA to pay for paving the access road.

Also note, the City has paid over \$13,000 in additional expenses thus far in design coordination, staking, real estate appraisal fees and anticipating an additional \$20,000 in revised easements and redesign of the utilities due to the County's involvement thus far in this grant.

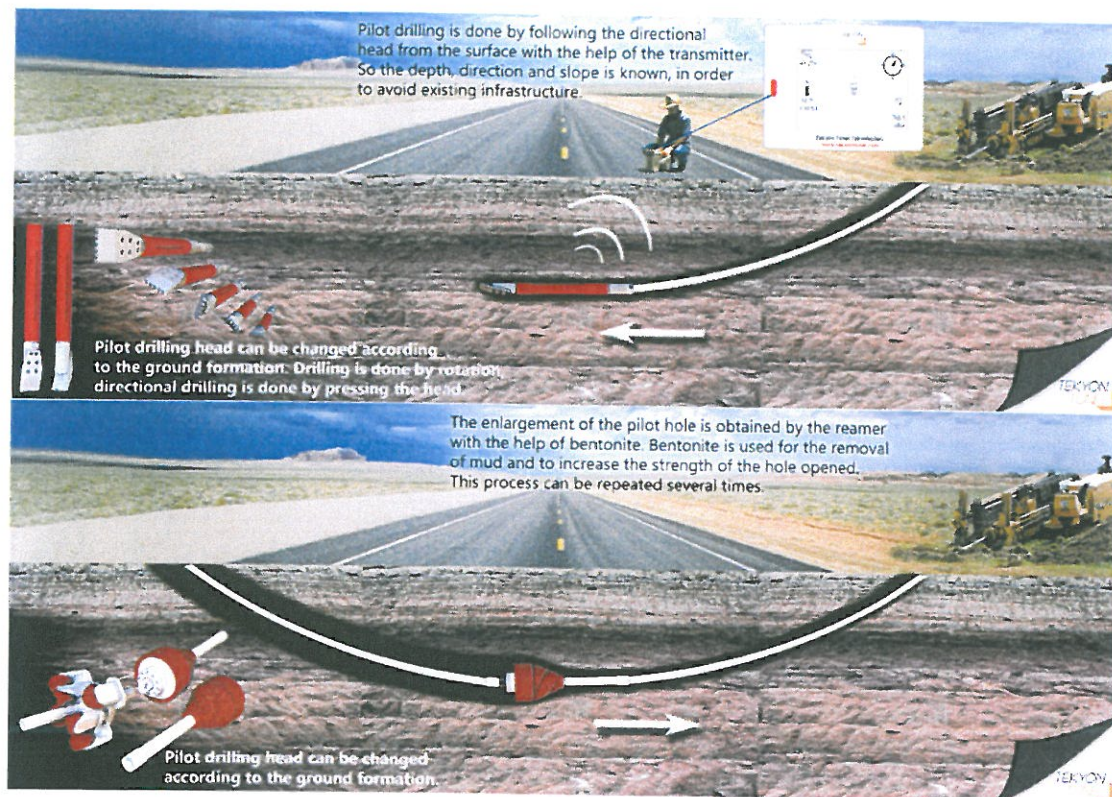
Brookings Airport Infrastructure Improvements Project

Horizontal Directional Drilling at Airport

The City of Brookings is working in partnership with Curry County to develop plans for the expansion of economic activity at the airport. There is also a need to improve water and sewer infrastructure in the vicinity of the airport to deal with service inadequacies and facilitate development.

Curry County has developed an airport master plan which includes the addition of several aircraft hangers and other improvements that would facilitate the development of aircraft-related business activities on the airport site. Water is currently supplied to the airport area via Dodge Pump Station (PS) No. 2 and its associated hydro-pneumatic pressure tank through a 4-inch water main. This provides the airport with a very low pressure of less than 20 psi at times and low volume of about 45 gpm. This is inadequate for future development.

In order to provide higher pressures and volumes needed in the area, the construction of a water reservoir to the east of the airport is necessary (due to the required elevation). Supply to and from this reservoir requires a new pump station to be constructed at the Seacrest Reservoir and a supply line to be run to the tank via Parkview Drive. Likewise a sewer forcemain must be run from the airport area to connection with existing sewer mains on Parkview Drive in order to provide sewage service to the area. The most direct, less disruptive, and cost effective route is via horizontal directional drilling (HDD) under the airfield from the east to west side. This will provide connection opportunities for the airport on either side of the field for both water and sewer service so that development may proceed as planned by Curry County in their airport master plan.



Illustrations of the HDD process

The potential water and sewer demands of the airport area are shown below and have been included in the planning and design for this project.

Potential Airport Water & Sewage Demands

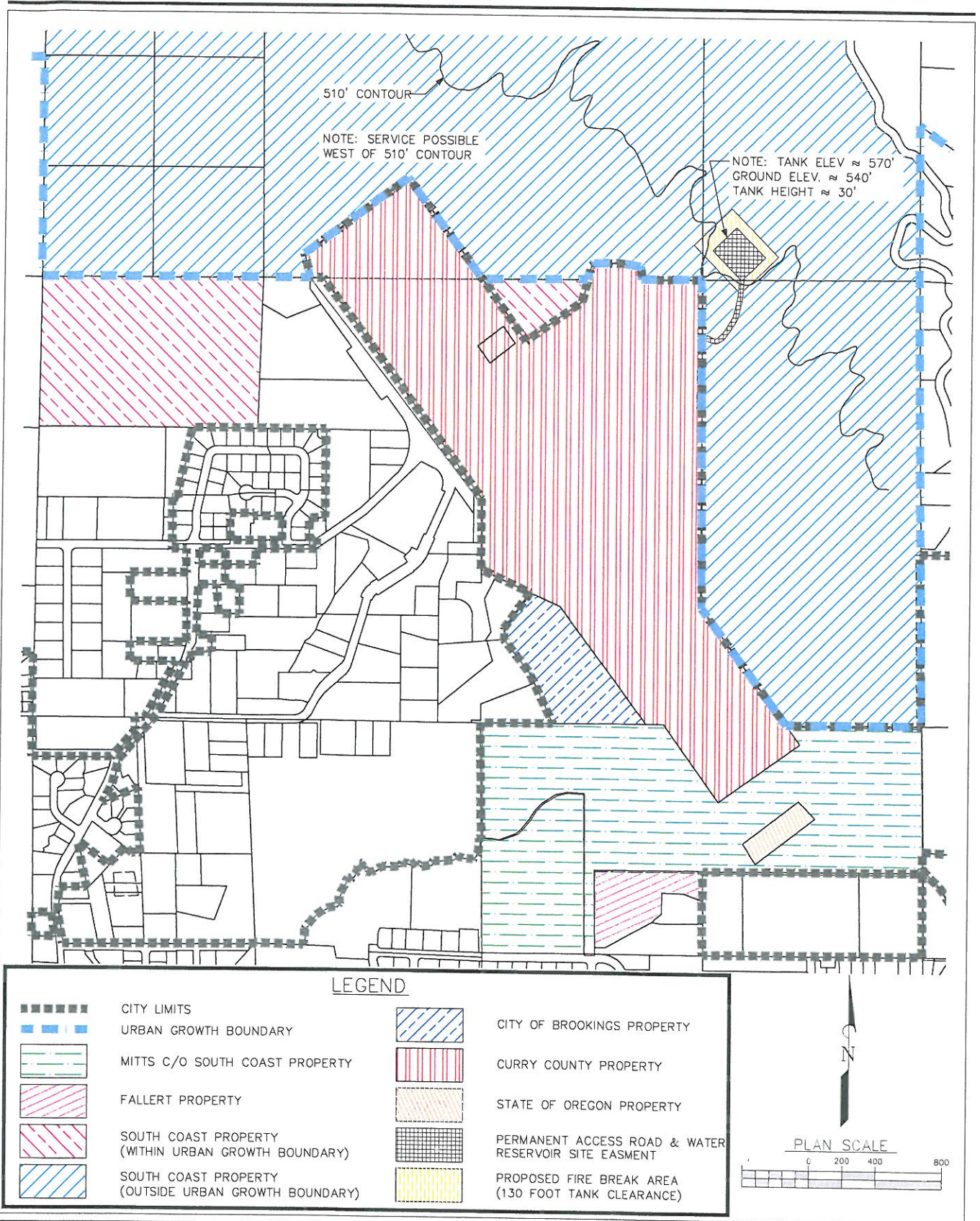
Item	Units	GPD/Unit	Total GPD	Peak GPM
Pilots Lounge	1			
Toilets	2	358	716	6
Sinks (rest room)	2	45	90	6
Sinks (utility)	1	90	90	3
Hose Bib**	1	50	50	10
Total			946	25
Hangers (w/out facilities)	20			
Hose Bib**	1	50	50	10
Total All Hangers (w/out Fac.)			1000	200
Hangers (with facilities)	6			
Toilets (Private)	1	90	90	3
Sinks (rest room – priv.)	1	11	11	3
Sinks (utility)	1	90	90	3
Hose Bib**	1	50	50	10
Total Each Hanger			241	19
Total All Hangers (with Fac.)			1446	114
Life Flight Facility	1			
Toilets	2	358	716	6
Sinks (rest room)	2	45	90	6
Washing Machine	1	275	275	12
Urinal	1	358	358	2.5
Showers	2	314	628	7
Sink (Kitchen)	1	50	50	3
Sinks (utility)	1	90	90	3
Hose Bib**	1	50	50	10
Total			2257	49.5
Maintenance Building	1			
Toilets	2	358	716	6
Sinks (rest room)	2	45	90	6
Washing Machine	1	275	275	12
Urinal	1	358	358	2.5
Showers	2	314	628	7
Sinks (utility)	1	90	90	3
Hose Bib**	1	50	50	10
Total			2207	46.5
Civil Air Patrol Building	1			
Toilets	2	358	716	6
Sinks (rest room)	2	45	90	6
Sinks (utility)	1	90	90	3
Hose Bib**	1	50	50	10
Total			946	25
All Airport Total			8,802	460
* 55 gal/load x 5 loads/day ** 10 gpm max flow				

The HDD installation is designed to cause no disruption to flight or vehicular access to the airport during construction. The pipes are fused so that there are no joints which could leak. The location of the tank was based on required elevation to provide adequate (45 psi) but not excessive pressure at the airport so that the lines passing at least 22 feet under the airfield are not highly pressurized. The pipe will be rated to at least 150 psi working pressure. The location and height of the new water reservoir has been approved by both the Federal Aviation Administration (FAA) and the Oregon Department of Aviation (DOA). The depth of the pipe under the airfield was selected to avoid any impact to existing or future development, either surface or buried. This improvement will allow firefighting water flows of up to 3,000 gpm to be provided to the airport area.

Planning also considered that a new helicopter pad might be constructed immediately east of the existing fence line of the airfield and the conventional trench installed water line from this point eastward was routed in such a manner as to avoid running under this planned development.

We believe that the proposed infrastructure improvements will prove to be non-obtrusive and essential for Curry County's future development in the Airport area.

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THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: FEBRUARY 2014

PROJECT NO.: 145.43

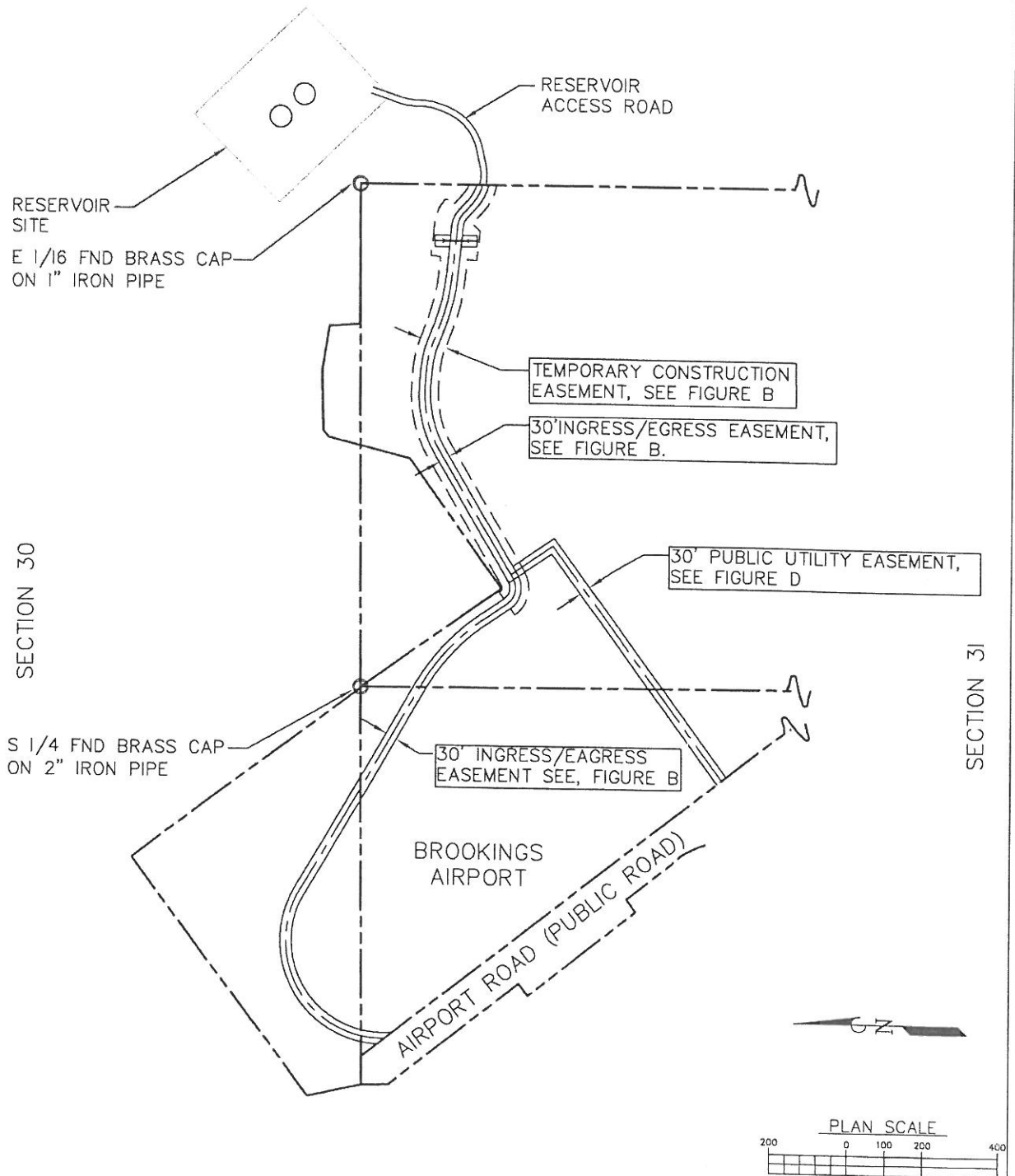
**CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMENTS**

PROPERTY MAP (REVISED)

FIGURE NO.

A

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31 ,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: FEBRUARY 2014

PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMETNS

INGRESS/EGRESS & PUBLIC UTILITY EASEMENT MAP

FIGURE NO.

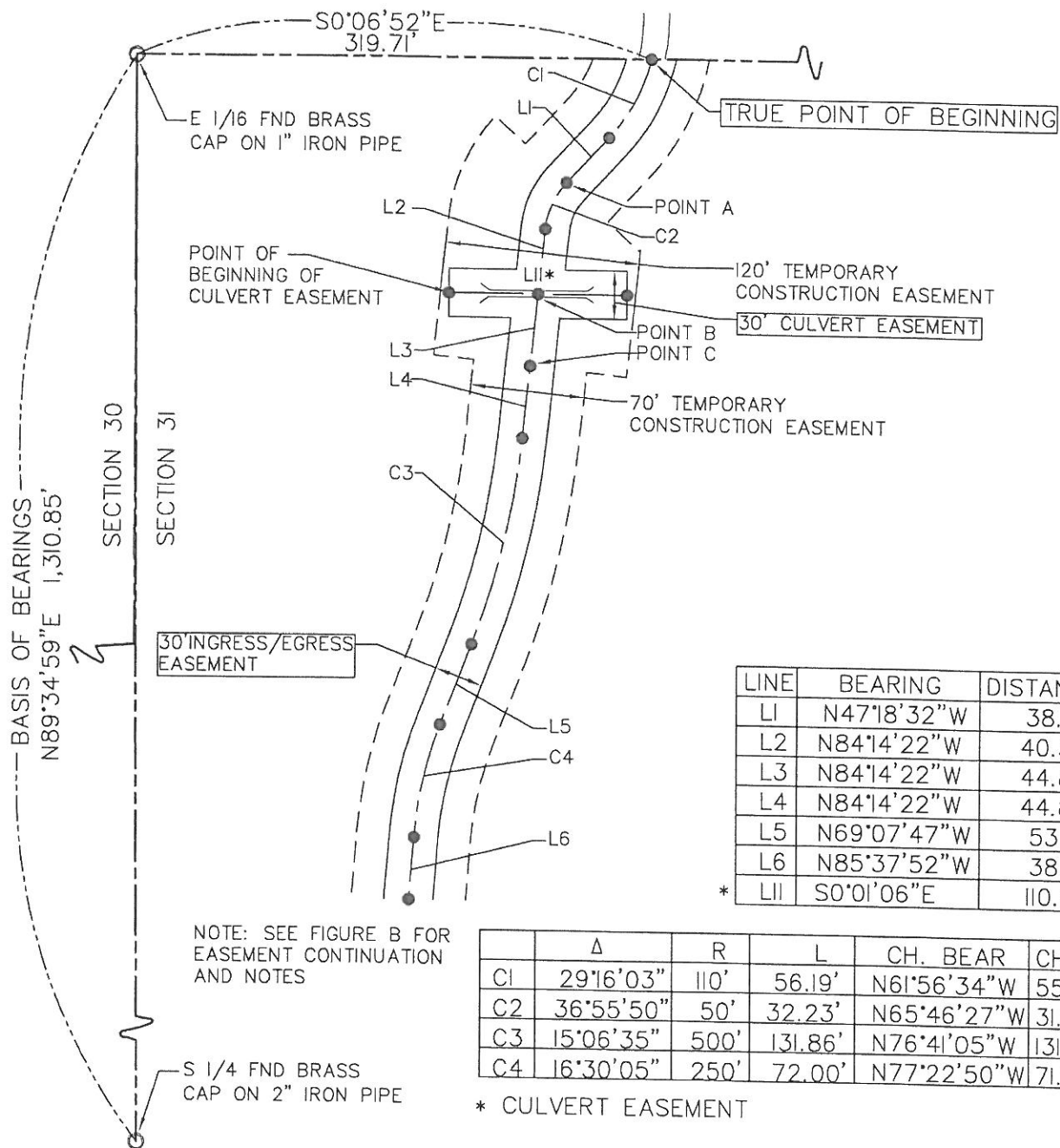
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LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31 ,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

PLOT DATE April 9, 2014

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LINE	BEARING	DISTANCE
L1	N47°18'32\"W	38.34'
L2	N84°14'22\"W	40.34'
L3	N84°14'22\"W	44.80'
L4	N84°14'22\"W	44.80'
L5	N69°07'47\"W	53.51'
L6	N85°37'52\"W	38.60'
* L11	S0°01'06\"E	110.00'

	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03\"	110'	56.19'	N61°56'34\"W	55.58'
C2	36°55'50\"	50'	32.23'	N65°46'27\"W	31.67'
C3	15°06'35\"	500'	131.86'	N76°41'05\"W	131.48'
C4	16°30'05\"	250'	72.00'	N77°22'50\"W	71.75'

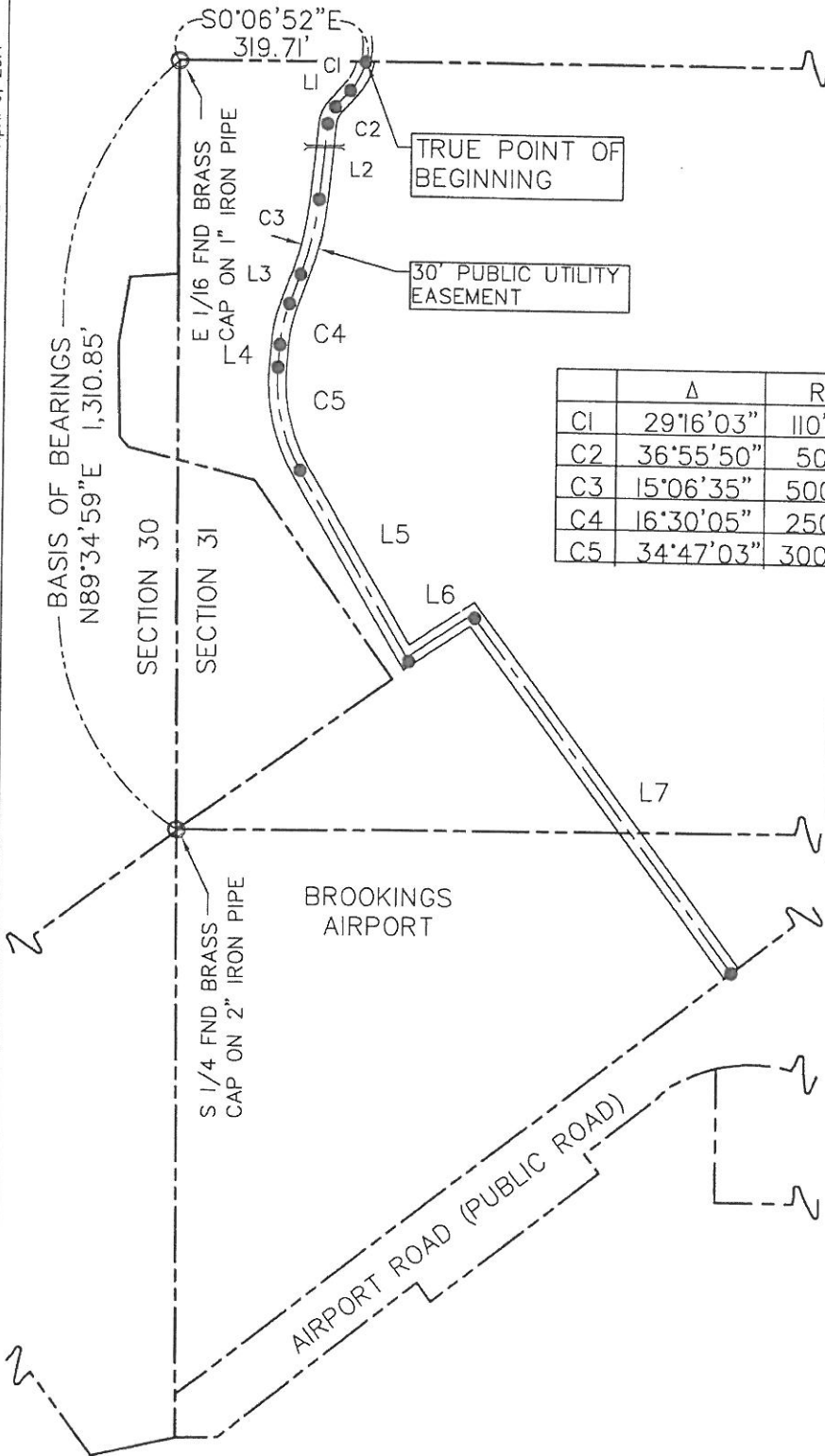


THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMENTS	FIGURE NO.
DATE: APRIL 2014	INGRESS/EGRESS EASEMENT MAP DETAIL	C
PROJECT NO.: 145.43		

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31 ,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

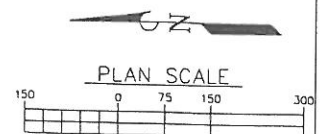
PLOT DATE April 9, 2014

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	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03"	110'	56.19'	N61°56'34"W	55.58'
C2	36°55'50"	50'	32.23'	N65°46'27"W	31.67'
C3	15°06'35"	500'	131.86'	N76°41'05"W	131.48'
C4	16°30'05"	250'	72.00'	N77°22'50"W	71.75'
C5	34°47'03"	300'	182.13'	S76°58'36"W	179.35'

LINE	BEARING	DISTANCE
L1	N47°18'32"W	38.34'
L2	N84°14'22"W	129.94'
L3	N69°07'47"W	53.51'
L4	N85°37'52"W	38.60'
L5	S59°35'05"W	367.23'
L6	S34°17'49"E	134.28'
L7	S53°42'13"W	750.57'



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: FEBRUARY 2014

PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMENTS

PUBLIC UTILITY EASEMENT MAP

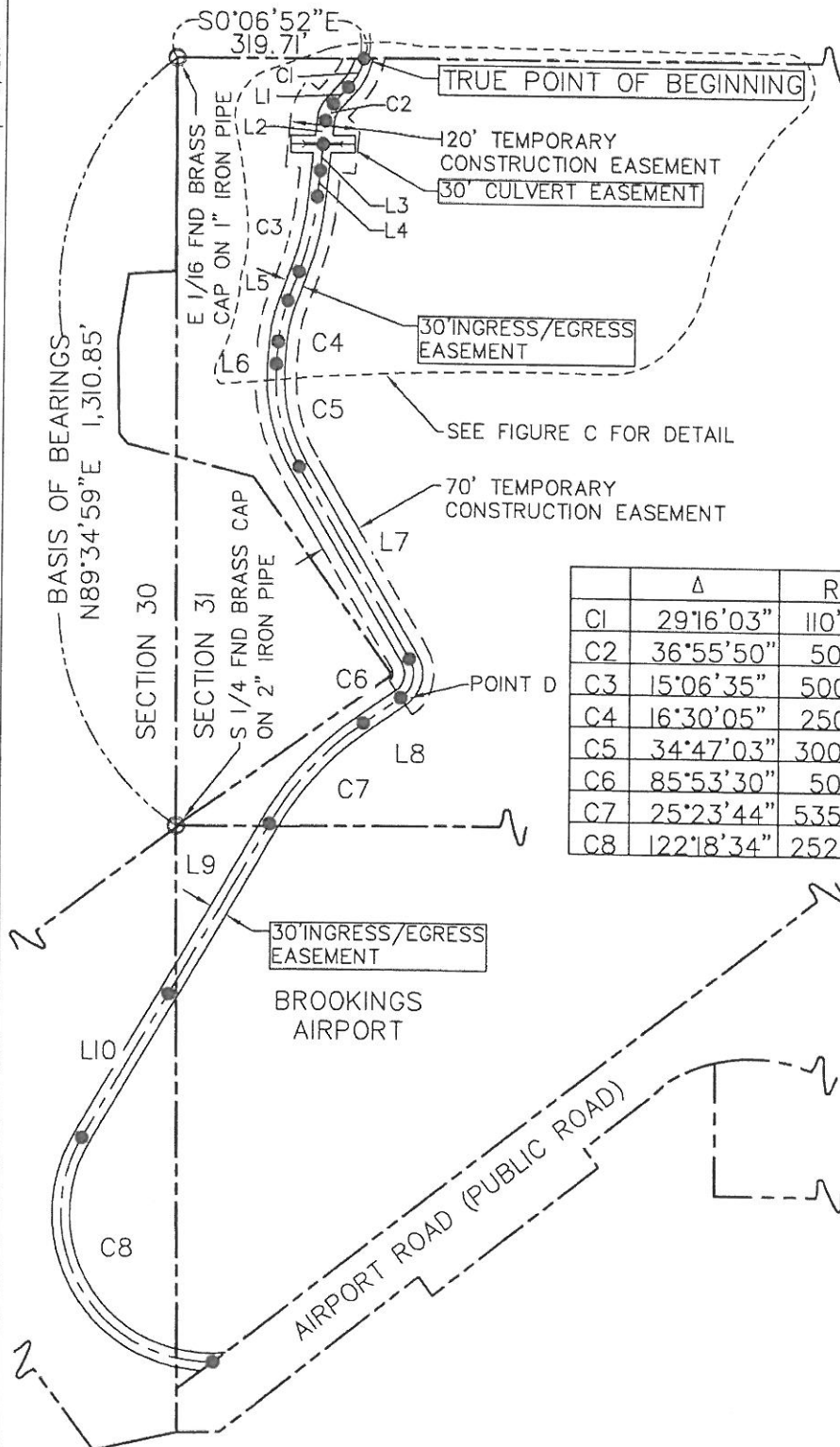
FIGURE NO.

D

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

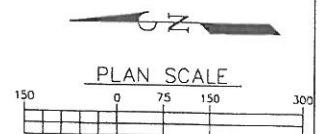
PLOT DATE April 9, 2014

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LINE	BEARING	DISTANCE
L1	N47°18'32\"W	38.34'
L2	N84°14'22\"W	40.34'
L3	N84°14'22\"W	44.80'
L4	N84°14'22\"W	44.80'
L5	N69°07'47\"W	53.51'
L6	N85°37'52\"W	38.60'
L7	S59°35'05\"W	378.84'
L8	N34°31'25\"W	77.44'
L9	N59°55'09\"W	337.39'
L10	N59°16'50\"W	286.53'

	Δ	R	L	CH. BEAR	CH. L
C1	29°16'03\"	110'	56.19'	N61°56'34\"W	55.58'
C2	36°55'50\"	50'	32.23'	N65°46'27\"W	31.67'
C3	15°06'35\"	500'	131.86'	N76°41'05\"W	131.48'
C4	16°30'05\"	250'	72.00'	N77°22'50\"W	71.75'
C5	34°47'03\"	300'	182.13'	S76°58'36\"W	179.35'
C6	85°53'30\"	50'	74.96'	N77°28'10\"W	68.13'
C7	25°23'44\"	535'	237.13'	N47°13'17\"W	235.20'
C8	122°18'34\"	252'	537.95'	S59°33'53\"W	441.47'



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: APRIL 2014

PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMETNS

INGRESS/EGRESS EASEMENT MAP

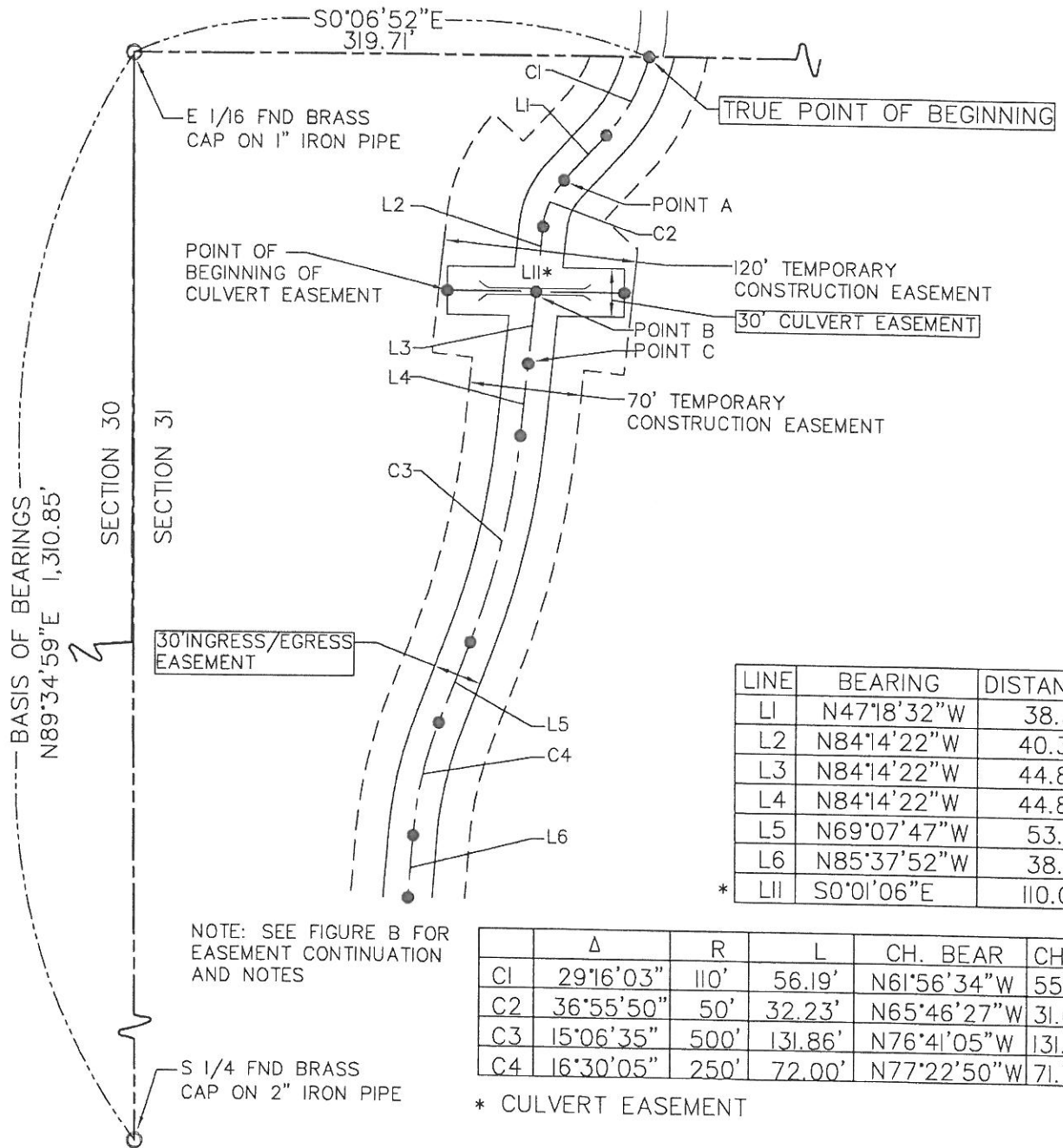
FIGURE NO.

B

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

PLOT DATE April 9, 2014

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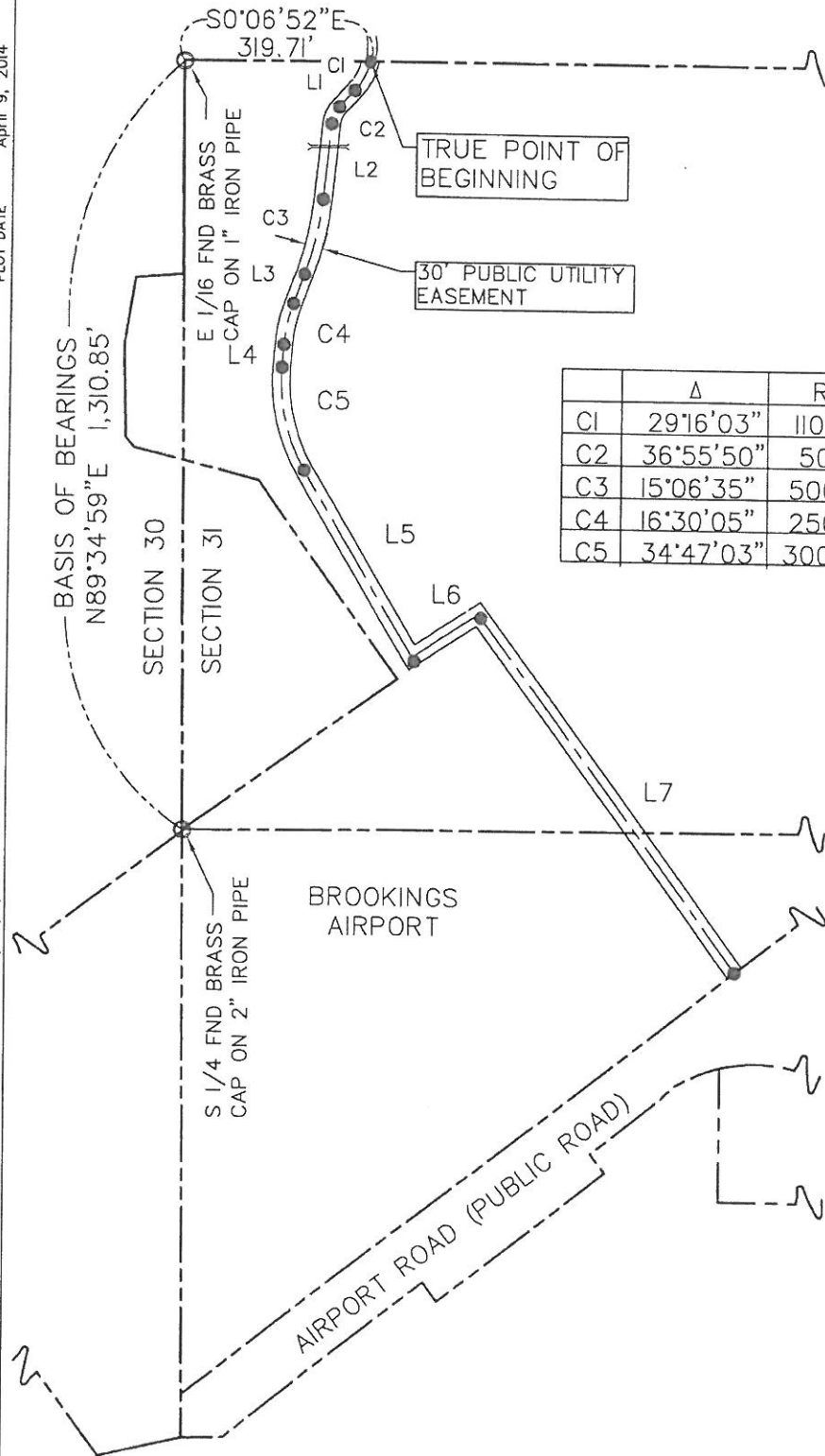


THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF BROOKINGS AIRPORT INFRASTRUCTURE IMPROVEMETNS	FIGURE NO. C
DATE: APRIL 2014	INGRESS/EGRESS EASEMENT MAP DETAIL	
PROJECT NO.: 145.43		

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON

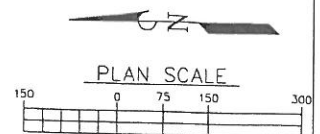
PLOT DATE April 9, 2014

\\DYER\Projects\DIActive\145.43\dwg\AIRPORT EASEMENT.dwg, 4/9/2014 3:48:00 PM



	Δ	R	L	CH. BEAR	CH. L
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L6	S34°17'49"E	134.28'
L7	S53°42'13"W	750.57'



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: FEBRUARY 2014

PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMETNS

PUBLIC UTILITY EASEMENT MAP

FIGURE NO.

D



**South Coast
Lumber Co.**
& Affiliates

885 Railroad Ave.
P.O. Box 670
Brookings, OR 97415

Phone: (541) 469-2136
Fax: (541) 469-3487
www.socomi.com

Tuesday, September 16, 2014

Dave Itzen
Curry County Commissioner
Gold Beach, Oregon

Dear Dave:

As per our phone conversation yesterday, I am submitting a request for a perpetual easement allowing South Coast Lumber to cross County property utilizing existing, and the future developed access route to the new Water Tank site being developed by the City of Brookings.

The water tank site is being developed on property of South Coast Lumber. As part of the agreement to allow the City of Brookings to develop and place the water tank upon the property of South Coast Lumber, we have made access across the property to the tank site a requirement.

The proposed water tank will benefit the community of Brookings as well as the Airport. South Coast Lumber has been a good partner in cooperation with local Government entities. It is disappointing that the communication between Curry County and the City of Brookings has been fragmented and apparently less than cooperative.

Your suggestion that South Coast Lumber log a tract of County Property as a good-faith contribution towards the Airport property to remediate an FAA requirement is something that we will need to consider. Gary Milliman had indicated that the City of Brookings was going to cover the expense associated with the easement acquisition.

Sincerely;

Pat Fadden
Staff Forester
South Coast Lumber Co.



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTL (800) 735-1232
gmilliman@brookings.or.us

GARY MILLIMAN

City Manager
Credentialed City Manager
International City Management Association

ICMA Career Excellence Award 2012
ICMA Management Innovation Award 1979

Jerry Herbage, County Counsel
Curry County
94235 Moore Street
Gold Beach, OR 97444

June 10, 2014

Dear Mr. Herbage,

The purpose of this letter is to address the concerns raised by the Federal Aviation Administration (FAA) concerning the Brookings Airport Infrastructure Project as described in the email dated May 22, 2014, which you forwarded to the City on May 29, 2014, and as further described in our meeting on June 4, 2014.

We request a meeting or conference call with County representatives, FAA representatives and our project team at the earliest possible date.

THE CITY AND THE COUNTY ARE CO-APPLICANTS

The City of Brookings and Curry County are co-applicants and co-recipients of the financial assistance award from the U.S. Economic Development Administration (EDA) for the "Infrastructure Improvements to Brookings Airport and Industrial Park" project.

Curry County executed a Co Applicant Agreement on August 14, 2012, and the EDA Financial Assistance Award document on October 17, 2012 through which it agreed to the Special Award Conditions, Line Item Budget, compliance with Uniform Administrative Requirements for Grants and Agreements, Cost Principles for State/Local/Indian Tribal Governments, Audits and EDA Standard Terms and Conditions Public Works and Implementation Construction Components.

The budget includes \$40,000 for "land, structures and rights of way appraisals." It was anticipated that this funding would be needed to acquire easements along Parkview Drive, across the Gowman property to interconnect the City's Seacrest Reservoir with the new reservoir, and to acquire the reservoir site. There was never any discussion of purchasing easements from the County for the water or sewer line, or ingress/egress to the reservoir site.

Special Award Condition 4 provides that, prior to the start of construction, "the Recipient shall provide evidence satisfactory to the Government that the Recipient has acquired good

and merchantable title, free of all mortgages, foreclosable liens, or encumbrances, to all land, rights-of-way, and easements necessary for the completion of the Project.” Curry County is a Recipient.

Exhibit A of the Financial Assistance Award provides that construction of the project must commence no later than October 17, 2014. We have been working toward this deadline now for many months. Mayor Hedenskog, and our project engineer, Michael Dees, joined me in a meeting with the Brookings Airport Advisory Committee, Commissioner Itzen and County consulting engineer Randy Kruckenberg on February 12, 2014, at which time plans for the project...including access roads and the pipelines under the runway...were fully disclosed and discussed. We left that meeting with the understanding that all was in order and we would proceed with final design.

It occurs to us that, perhaps, the FAA representatives are not fully aware that the County is a co-Recipient for this project.

THE PROJECT IS FUNDED BY THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION AND THE CITY OF BROOKINGS

The total estimated cost of the project is \$2,936,850. The Federal share of the cost is \$1,762,110 and the Recipient share is \$1,174,740. The City has agreed to pay the full cost of the Recipient share; the County has no financial obligation to the project.

At this time, the City is simply requesting that the County provide easements necessary for the construction and maintenance of the water and sewer improvements as a “no cost” form of participation in the project.

THE PROJECT PROVIDES SUBSTANTIAL ECONOMIC BENEFIT TO THE AIRPORT AND THE AIRPORT OWNER

The benefit of the project to the County and the City is well documented. I have attached narrative excerpts from the project application.

The horizontal directional drilling (HDD) pipeline design provides for connection to any water or sewer lines which the airport wishes to make at locations just at the airport fence line at both the east and west side of the field.

The current water supply to the airport is very limited (less than 45 gpm) and at very low pressure at times less than the 20 psi required by Oregon State health regulations. This disallows any fire fighting support from the water system and does not allow significant development of new airport facilities.

This project will allow provision of over 3,000 gpm of fire-fighting water delivery, including the capacity to support of fire sprinkler systems, domestic water service at pressures greater than 45 psi and provision of sewer service which is currently not available to the airport.

Following is an excerpt from the grant application:

"The project will provide water and sewer infrastructure improvements to Brookings Airport and an adjoining 20-acre parcel owned by Curry County. The improvements will facilitate development of airport-dependent light industrial uses on the airport site and additional light industrial uses on the adjacent County-owned property."

The application also indicates that the provision of water and sewer service is important to support the use of the Brookings Airport as a staging area following a major disaster event affecting the region.

Attached is a letter dated May 23, 2012, from the Curry County Board of Commissioners expressing support for the project and indicating that *"This Brookings Airport is a significantly underutilized economic resource"*, that *"the Brookings Airport Infrastructure Project would make light industrial sites available for both air-dependent and general light industry development"*, and that *"The Brookings Airport is also the only public airport proximate to the Curry County Population base that is not located in a tsunami inundation zone. The airport is designated as the major staging area for the receipt of supplies and others resources in the event of a disaster event. Having adequate water and sewer facilities available at the airport is essential to sustain a disaster relief effort."*

THE EASEMENTS

The City and South Coast Lumber Company are requesting easements on the Airport property for the following elements of the project. We are certainly willing to amend that sentence that FAA found objectionable (email dated May 22, 2014, from Andrew Edstrom) out of the proposed easement agreements.

PIPELINE

The City is seeking approval from our project partner, Curry County, to install water and sewer pipelines under the airport runway. The sewer pipeline would terminate in the vicinity of the airport terminal. The water pipeline would continue past the airport terminal, would be available to serve the newly leased space for the Cal Ore Life Flight hanger, and would continue through airport property and onto South Coast Lumber property where it would terminate at a new water storage reservoir.

The width of the pipeline easement would be 30 feet, which is sufficient to accommodate both water and sewer pipes and maintain required distances for separation between potable water and sanitary sewer mains.

Please see the discussion below on the topic of pipelines under the runway.

INGRESS/EGRESS TO RESERVOIR SITE

The City is requesting a roadway easement across the airport property for ingress/egress to the proposed reservoir that would be located on the adjacent South Coast Lumber property. This easement would be 30 feet in width and would follow the alignment of the existing Airport Road to a location near the airport gate, then turning north across undeveloped property on a portion of airport property that is not used for aeronautical purposes.

INGRESS/EGRESS TO SOUTH COAST PROPERTY

South Coast Lumber Company has requested an ingress/egress access easement across airport property as “quid pro quo” for providing ingress/egress and a reservoir site on their property. The South Coast ingress/egress easement would enable South Coast to transport logs from its adjacent forest land to the County Road. This easement would follow the same alignment as the City ingress/egress easement.

If compensation to the County is required for this access easement, the City will pay for the easement based upon an appraised value. We note, however, that South Coast Lumber Company has frequently acted as a “good corporate citizen” by conveying land to the City and the County at no fee, including a parcel of land that was added to the Brookings Airport in 1996.

TEMPORARY CONSTRUCTION EASEMENTS

The City is seeking a 70 foot wide temporary construction easement for the new road that would extend from Airport Road to the water storage reservoir.

THE PIPELINES UNDER THE RUNWAY

It has been suggested that we reconsider this route and, instead, install the water and sewer mains along the County Road and Airport Road. The roadway route around the north end of the airport is a poor choice because:

1. There are steep cut and fill banks above and below the roadway, making placement of two lines, one of water and the other for a sewer force main impractical except on the roadway itself.
2. The separation distance between the water line and wastewater line of 10 feet required by health and environmental regulations would take up the majority of the roadway surface, thereby requiring complete replacement of the asphalt roadway surface.
3. Construction would be very distributive of traffic into and out of the airport, at times causing delays.
4. The cost differential between the horizontal directional drilling (HDD) procedure and route verses surface trench installed routing around the north end of the airport is an addition of approximately \$400,000. This includes the necessary additional engineering and surveying. It does not include new permitting, environmental or administrative time.
5. The HDD process is a mature proven technique. It has been used extensively for situations such as this, where it is imperative that no surface disruption occur or is even possible between the entry and exit locations of the pipe line. For example, this method is used to cross under environmental sensitive areas such as wetlands or under bodies of water such as bays, rivers and sloughs. We understand this method has been used at the Portland International Airport for installation of new storm drainage lines and jet fuel delivery lines under the runways, taxi-ways and tarmacs in order to avoid disruption of operations.

6. The proposed installation would be at a depth of 25 feet or deeper if preferred, under the airport and under areas which currently have no construction other than runway, taxi-way and tarmac. . At this depth, no existing signal lines, infrastructure, utilities or other features of the airport would be impacted.
7. The installation at this depth would have no negative effect on the ability of the airport to construct future improvements over the very deep pipe lines such as hangers.
8. There is no anticipation of maintenance of these lines via the surface, just as is the case when installed under water or wetlands. The installed pipe lines consist of a single fused pipe with no fittings or joints which could leak. The lines have anticipated service lives of over 90 years.

USE OF AIRPORT ROAD

We only became aware that the upper portion of Airport Road is not a County Road at the June 4 meeting. As you will recall, we met recently to discuss conveying various County roads to the City and this segment of Airport Road was among those roads listed by the County as being County-maintained roads within the City Limits that could possibly be conveyed to the City. Based upon the June 4 reaction from long-time County Roadmaster Dan Crumley, it appears that he was also unaware that FAA restrictions apply to the use of this road, and that it is not a part of the County Road system. It is our understanding that the County has been using County Road funds to maintain and improve this road for decades.

COMPENSATION TO COUNTY FOR EASEMENTS

We understand that FAA has advised the County that they should receive fair market value for the requested easements. The City has retained the services of Chris Fromme, of Coos Bay, to appraise the subject easements. We hereby request that you provide us with a copy of the appropriate sections of the grant agreement assurances or other documentation of this requirement.

COMPENSATION TO COUNTY FOR ADMINISTRATIVE COSTS

We understand that FAA has advised the County that they should seek full compensation for all County staff time and expenses associated with processing the above described easements. We hereby request that you provide us with a copy of the appropriate sections of the grant agreement assurances or other documentation of this requirement.

NEPA REVIEW

We have attached a copy of the Environmental Review Narrative that we prepared for this project and that was circulated to all required agencies for review, including FAA.

REQUESTED COURSE OF ACTION

Again, we are requesting a joint meeting or conference call with County and FAA officials concerning this matter. Please provide FAA with a copy of this letter and the attachments; with your permission, we would be happy to do so.

We have reviewed Chapter 22 of FAA regulations relating to the release of property upon which federal funds have been used for acquisition or improvement. Specifically, we have reviewed:

- Section 22.4(c) relating to release requests.
- Section 22.5 relating to concurrent use of aeronautical property for other uses.
- Section 22.10 relating to release from Federal obligation to furnish space or land without charge.
- Sections 22.24 and 22.25 relating to the procedure for release requests.

We believe that the County could justify that a release is not needed as the proposed easements will be used to support and enhance aeronautical and compatible nonaeronautical uses on the airport property, and will not impair the continued use of the airport for aeronautical purposes.

Respectfully,

Cc: Commissioner Itzen

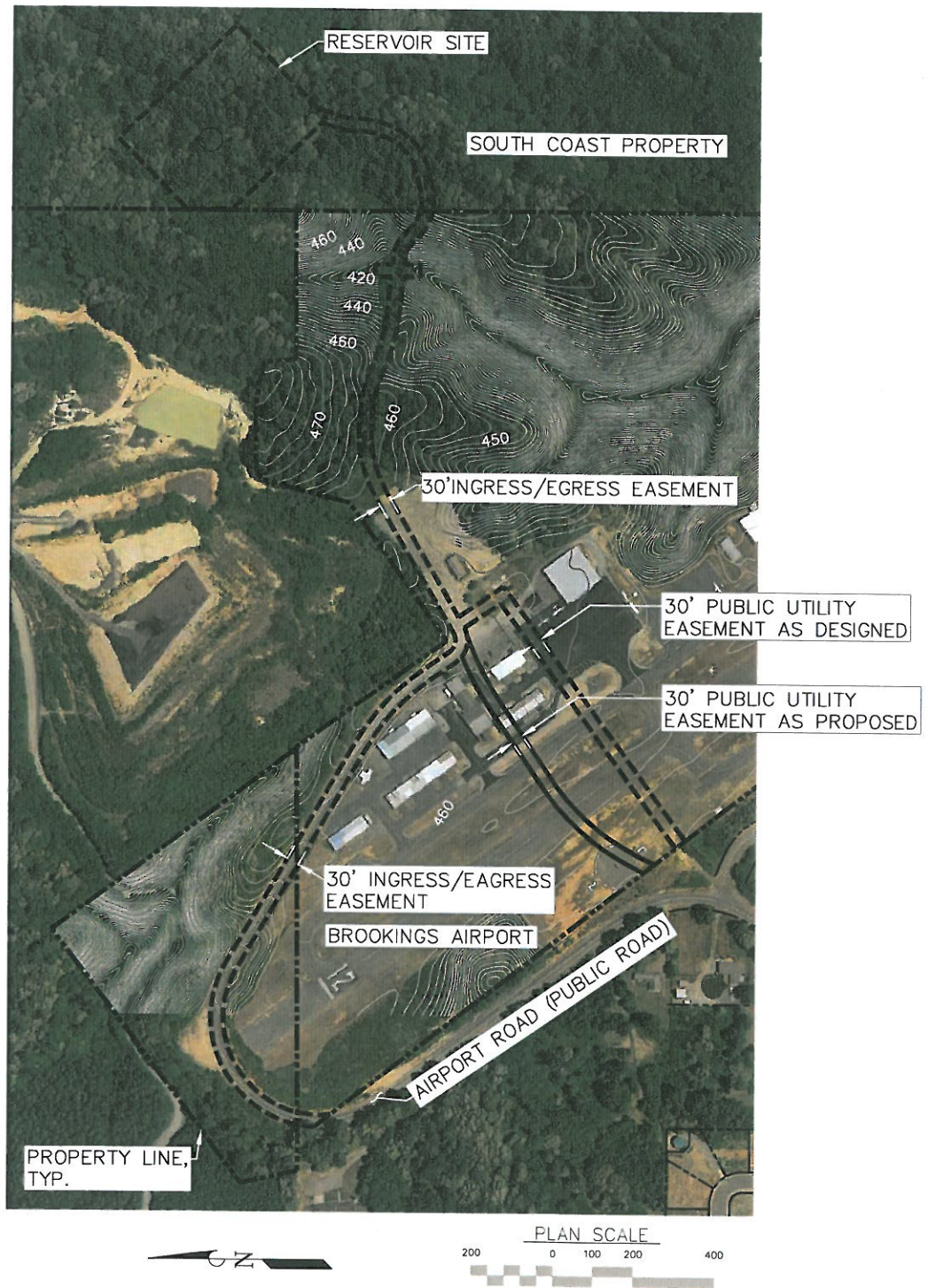
Mayor and City Council

Loree Pryce, Public Works/Development Services Director

Michael Dees, The Dyer Partnership

Pat Fadden, South Coast Lumber Company

LOCATED IN SW 1/4 OF SECTION 30 & N 1/2 OF SECTION 31 ,
TOWNSHIP 40 SOUTH, RANGE 13 WEST, W.M., CURRY COUNTY, OREGON



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.

DATE: SEPTEMBER 2014
PROJECT NO.: 145.43

CITY OF BROOKINGS
AIRPORT INFRASTRUCTURE IMPROVEMENTS

CURRENT DESIGN AND PROPOSED PUBLIC UTILITY EASEMENT MAP

FIGURE NO.

A

\\Dyer\projects\01Active\145.43\DWG\Miscellaneous drawings not for construction\Prelim easement change for county.dwg 9/4/2014 3:00:54 PM PST



CAL-ORE **Life Flight**

A division of Westlog, Inc.

May 18, 2012

Mr. Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, Oregon 97415

The purpose of this letter is to express our support for the Brookings Airport Infrastructure Project.

Cal-Ore Life Flight is a ground and air ambulance service with bases in Curry County, Oregon and Del Norte and Humboldt Counties in California. We operate a high demand air ambulance service for which both Curry and Del Norte County patients are transferred to higher level care. Our service greatly depends on the services and equipment available at the Brookings Airport.

Cal-Ore has recently leased space at the Brookings Airport for the development of a crew quarters and helicopter pad. The typical base locations employ an average of 12 employees (nurses, paramedics, pilots, mechanics, mgt.), with an approximate cost of set-up, training, facilities, and equipment (excluding aircraft) of \$750K-\$1.0MM. Having adequate water and sewer facilities available at the airport is essential to this development.

Also, the Brookings Airport is the only public airport proximate to the Curry County population base that is not located in a tsunami inundation zone. The airport is designated as the staging area for the continuation of our critical operations in the event of a major disaster.

Cal-Ore Life Flight considers this a worthwhile project and urges funding of the Brookings Airport Infrastructure Project.

Sincerely,



Dan Brattain, President

Administrative Office

PO Box 1986
311 Cove Road
Brookings, Oregon 97415

800-761-5183
541-469-7911
541-469-4518 Fax

www.cal-ore.com

 **camts**



**South Coast
Lumber Co.**
& Affiliates

885 Railroad Ave.
P.O. Box 670
Brookings, OR 97415

Phone: (541) 469-2136
Fax: (541) 469-3467
www.socomi.com

June 12, 2012

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

Dear Mr. Milliman,

South Coast Lumber Company is willing to consider selling or providing easement for the water tank and pipelines referenced in the letter from the City of Brookings dated June 12, 2012.

Sincerely,

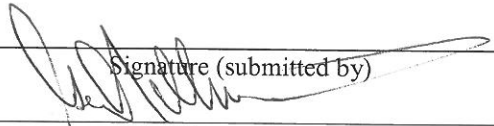
Ronald Fallert
CEO
South Coast Lumber Company

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Cable Television Franchise Transfer

Recommended Motion:

Motion to adopt Resolution 14-R-1046, approving a Change of Control from Charter Communications, Inc. (dba Falcon Telecable) to Comcast Communications for the Cable Television Franchise Agreement.

Financial Impact:

The City shared the legal cost in this matter with Curry County. Legal fees totaled \$2,556.

Background/Discussion:

Charter Communications, Inc. has entered into an agreement with Comcast Corporation to transfer the franchise for providing cable television service within the City Limits from Charter to Comcast.

Comcast has made all of the filings and given notice of this change as required under federal law and the City's current (albeit expired) franchise agreement. Staff has reviewed the Comcast filing and retained special legal services to assist in this matter.

The City has been in negotiations to secure a new franchise agreement with Charter Communications for almost five years. Agreement has been reached on all but two items relating to maintenance of equipment for use in transmitting the signal from the City's point of origination (i.e. the Council Chambers and the EOC) on to the cable system live.

Comcast has assured staff that these items will be resolved shortly after the franchise changes from Charter to Comcast. They have agreed to all of the conditions as outlined in the City's letter dated September 4, 2014, with the exception of reimbursing the City for costs incurred in transferring the franchise, including legal costs. This provision currently does not exist in the City's franchise ordinance.

Attachment(s):

- a. Resolution 14-R-1046
- b. FCC Form 394.
- c. September 4, 2014, letter to Klayton Fennell, Comcast.
- d. June 17, 2014, letter from Klayton Fennell to City.

CITY OF BROOKINGS
STATE OF OREGON

RESOLUTION 14-R-1046

A RESOLUTION OF THE CITY OF BROOKINGS, APPROVING A CHANGE OF CONTROL FROM CHARTER COMMUNICATIONS, INC. (DBA FALCON TELECABLE) TO COMCAST CORPORATION FOR THE CABLE TELEVISION FRANCHISE AGREEMENT.

WHEREAS, Falcon Telecable, a California Limited Partnership (Franchisee) is the duly authorized holder of the Cable Television Franchise Agreement, as amended to date (Franchise), authorizing the Franchisee to serve the City of Brookings, Oregon, (Franchise Authority), and to operate and maintain a cable television system therein; and

WHEREAS, Charter Communications, Inc. (Charter) is the ultimate parent company of Franchisee; and

WHEREAS, on April 25, 2014, Charter and Comcast Corporation (Comcast) entered into the Comcast/Charter Transactions Agreement (Agreement), pursuant to which the Franchisee will become a wholly-owned subsidiary of Comcast (Transaction); and

WHEREAS, Franchisee has filed FCC Form 394 with respect thereto; and

WHEREAS, the Franchise Authority has considered and approves of the Transaction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brookings, Oregon, as follows:

1. The preceding recitals are approved and incorporated herein by reference;
2. The Franchise Authority consents to the Transaction;
3. The Franchise Authority confirms that the Franchise is valid and outstanding and in full force and effect and there are no defaults under the Franchise. Subject to compliance with the terms of this resolution, all action necessary to approve the transfer of control of Franchisee to Comcast has been duly and validly taken;
4. There is no substantial change in the terms and conditions as described in the Form 394 Application and the subsequent additional information, attached hereto as Exhibit A;
5. Franchisee is in compliance with the terms of the Franchise at the time of the transfer of control and corrects any known violations prior to the transfer;
6. Comcast agrees to comply with all terms and conditions of the Franchise and promptly seek renewal of the Franchise;
7. Upon closing the Transaction, Franchisee shall remain bound by the lawful terms and conditions of the Franchise;

8. This Resolution shall be deemed effective upon adoption;
9. This Resolution shall have the force of a continuing agreement with Franchisee, and the Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and Comcast.

Passed by the City Council _____, 2014; effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

FCC 394
APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE June 17, 2014	1. Community Unit Identification Number: OR0181
--------------------	--

2. Application for: ☐ Assignment of Franchise ☒ Transfer of Control

3. Franchising Authority: **City of Brookings, OR**

4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:
Brookings, OR

5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	N/A
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	As soon as reasonably practicable after all regulatory approvals.

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I – TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) Charter Communications, Inc.			
Assumed name used for doing business (if any) N/A			
Mailing street address or P.O. Box 400 Atlantic Street			
City Stamford	State CT	ZIP Code 06901	Telephone No. (include area code) (203) 905-7801

2. (a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

☐ Yes ☒ No

If No, explain in an Exhibit.

Exhibit No.
See Exhibit 1

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

☒ Corporation

a. Jurisdiction of incorporation: Pennsylvania	d. Name and address of registered agent in jurisdiction: CT Corporation System 2001 Market Street Philadelphia, PA 19103
b. Date of incorporation: December 7, 2001	
c. For profit or not-for-profit: For profit	

☐ Limited Partnership

a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
b. Date of formation:	

☐ General Partnership

a. Jurisdiction whose laws govern formation:	b. Date of formation:
--	-----------------------

☐ Individual

☐ Other. Describe in an Exhibit.

Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully- the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	See Exhibit 3	
(b)		
(c)		
(d)		
(e)		
(f)		

PART II - TRANSFEREE/ASSIGNEE

1. (a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first) Comcast Corporation			
Assumed name used for doing business (if any) Comcast			
Mailing street address or P.O. Box One Comcast Center			
City Philadelphia	State PA	ZIP Code 19103	Telephone No. (include area code) 215-286-1700

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first) Klayton F. Fennell (klay_fennell@comcast.com)			
Firm or company name (if any) Comcast Cable Communications, LLC			
Mailing street address or P.O. Box One Comcast Center			
City Philadelphia	State PA	ZIP Code 19103	Telephone No. (include area code) 215 286-5585 (voice) 215-286-8408 (fax)

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address One Comcast Center (or a regional or area office as appropriate)		
City Philadelphia	State PA	ZIP Code 19103

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

☐ Yes ☒ No

If the answer is No, explain in an Exhibit.

Exhibit No.
4

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

☒ Yes ☐ No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
5

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

☐ Yes ☒ No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ Yes ☒ No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

☐ Yes ☐ No

N/A

If No, attach as an Exhibit a full explanation.

Exhibit No.
N/A

SECTION III. TRANSFEE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principles, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

☒ Yes ☐ No

Exhibit No.
6

SECTION IV. TRANSFEE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

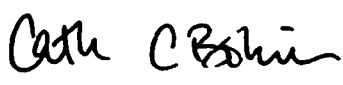
Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable system currently or formerly owned or operated.

Exhibit No.
7

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date June 17, 2014
	Print full name Catherine Bohigian
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) Executive Vice President, Government Affairs <input type="checkbox"/> Other. Explain:	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.


I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date June 17, 2014
	Print full name Lynn R. Charytan
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) Senior Vice President, Legal Regulatory Affairs and Senior Deputy Counsel <input type="checkbox"/> Other. Explain:	

Exhibit 1

DESCRIPTION OF TRANSACTION

Comcast Corporation ("Comcast") and Charter Communications, Inc. ("Charter") have entered into the Comcast/Charter Transactions Agreement, dated as of April 25, 2014 (the "Agreement"), whereby, contingent upon and following the consummation of Comcast's pending acquisition of Time Warner Cable Inc. ("TWC"), three separate transactions will occur impacting the ownership of certain cable systems currently owned by Comcast, TWC, and Charter (the "Transactions"):

- (1) Comcast will sell TWC systems serving approximately 1.5 million customers to Charter.
- (2) Charter and Comcast will exchange cable systems and related assets serving approximately 1.5 million TWC customers and 1.6 million Charter customers.
- (3) Comcast will spin off a new, independent company, currently known as "SpinCo," that will become Midwest Cable, Inc. and will operate systems serving approximately 2.5 million Comcast customers.

Your cable franchisee is included in the second Transaction.

Pursuant to the Agreement, ultimate control of the cable franchisee subject to this Form 394 will change from Charter to Comcast. As a preliminary matter, the current cable franchisee may change pursuant to a Charter internal *pro forma* restructuring (still remaining entirely under the ownership and control of Charter). Immediately thereafter, the cable franchisee will become an indirect, wholly-owned subsidiary of Comcast.

A copy of the Agreement, as filed with the Securities and Exchange Commission (Form 8-K), is available at <http://corporate.comcast.com/twctransaction/official-filings-together> under "Official Filings." Four documents (including two programming agreements) have been omitted, as they are not necessary in order to understand the terms of the Agreement or contain confidential trade, business, pricing or marketing data, or other data not otherwise publicly available. In addition, Comcast Corporation filed a Securities and Exchange Commission Form S-4A Registration Statement on May 23, 2014. A copy is also available at <http://corporate.comcast.com/twctransaction/official-filings-together> under "Official Filings." Hard copies of either document will be provided upon request.

The Agreement contains all material terms of the Transactions and is fully binding on the parties. Pursuant to the Agreement, the parties have agreed to enter into additional documentation that is intended to implement the previously negotiated Agreement and is not intended to add or to alter material terms.

Exhibit 2

Comcast Corporation will be the indirect parent company of the legal entity holding the franchise for the cable system that is the subject of this Form 394. Comcast Corporation and the legal entity holding the franchise for the cable system that is the subject of this Form 394 have no current plans to change the terms and conditions of service or operations of the system. The cable system will be operated pursuant to the terms of the franchise agreement and applicable law after the consummation of the proposed transaction. Comcast Corporation and the legal entity holding the franchise for the cable system that is the subject of this Form 394 reserve the right to make service and operational changes in accordance with the terms of the franchise agreement and applicable law.

Exhibit 3

Comcast Corporation is a publicly traded Pennsylvania corporation.

The following persons held a 5% or greater voting interest in Comcast Corporation's Common Stock as of the close of business on March 21, 2014:

<u>Title of Voting Class</u>	<u>Name of Beneficial Owner</u>	<u>Amount Beneficially Owned</u>	<u>% of Class</u>
Class B Voting Stock	Brian L Roberts One Comcast Center Philadelphia, PA 19103	9,444,375	100%*
Class A Common Stock	Brian L Roberts One Comcast Center Philadelphia, PA 19103	5,454,773	Less than 1%

Information Required under Section 2 of FCC Form 394 with Respect to 5% Voting Owners

a) Name and Address	Comcast Corporation One Comcast Center Philadelphia, PA 19103	Brian L. Roberts One Comcast Center Philadelphia, PA 19103
b) Citizenship	N/A	USA
c) Relationship to the Transferee/Assignee	N/A	Chairman
d) Number of Shares	N/A	9,444,375 Class B Common* 5,454,773 Class A Common
e) Number of Votes	N/A	142,387,291
f) Percentage of Votes	N/A	33 1/3%

* Includes 9,039,663 shares of Class B common stock owned by a limited liability company of which Mr. Brian L. Roberts is the managing member and 404,712 shares of Class B common stock owned by certain family trusts of which Mr. Roberts and/or his descendants are the beneficiaries. The shares of Class B common stock beneficially owned by Mr. Brian L. Roberts represent 33 1/3% of the combined voting power of the two classes of our voting common stock, which percentage is generally non-dilutable pursuant to the terms of Comcast's Articles of Incorporation. Under Comcast's Articles of Incorporation, each share of Class B common stock is convertible, at the shareholder's option, into one share of Class A common stock or Class A special common stock. Vote total is calculated based on Class B shares having 15 votes per share and Class A shares having 0.1323 votes per share as calculated on March 21, 2014, the record date for the Comcast Corporation Proxy Statement.

The officers and directors of Comcast Corporation are as follows.

Officer Name	Title
Brian L. Roberts	Chairman of the Board of Directors
	President
	Chief Executive Officer
Michael J. Angelakis	Vice Chairman
	Chief Financial Officer
David L. Cohen	Executive Vice President
	Chief Diversity Officer
	Assistant Secretary
Neil Smit	Executive Vice President
Stephen B. Burke	Executive Vice President
Alexander D. Evans	Executive Vice President - Global Corporate Development and Strategy
Amy L. Banse	Senior Vice President
Arthur R. Block	Senior Vice President
	General Counsel
	Secretary
David A. Scott	Senior Vice President
Lawrence J. Salva	Senior Vice President
	Chief Accounting Officer
	Controller
William E. Dordelman	Senior Vice President
	Treasurer
Karen Dougherty Buchholz	Senior Vice President - Administration
A. Melissa Maxfield	Senior Vice President - Congressional and Federal Government Affairs
Jennifer Khoury Newcomb	Senior Vice President - Corporate and Digital Communications

Officer Name	Title
D'Arcy F. Rudnay	Senior Vice President - Corporate Communications
	Chief Communications Officer
Robert S. Pick	Senior Vice President - Corporate Development
Rebecca Arbogast	Senior Vice President - Global Public Policy
Cynthia K. Hook	Senior Vice President - Internal Audit
	General Auditor
Jason S. Armstrong	Senior Vice President - Investor Relations
Lynn R. Charytan	Senior Vice President - Legal Regulatory Affairs
Kathryn A. Zachem	Senior Vice President - Regulatory and State Legislative Affairs
Kristine A. Dankenbrink	Senior Vice President – Taxation
Gerard J. Lewis, Jr.	Chief Privacy Officer
Gary E. Rostick	Vice President
James P. McCue	Vice President
	Assistant Treasurer
Jennifer Heller	Vice President
	Chief Compliance Officer
Jennifer L. Daley	Vice President
	Assistant Treasurer
Justin B. Smith	Vice President
	Chief Joint Venture Compliance Officer
Marc A. Rockford	Vice President
	Senior Deputy General Counsel
Charisse R. Lillie	Vice President - Community Investment
Gregg M. Goldstein	Vice President - Corporate Development
Joseph P. McGinley	Vice President - Corporate Development
Mark Noble	Vice President - Corporate Development
Keith T. Cheatham	Vice President - Corporate Real Estate and Insurance
Maria Arias	Vice President - Diversity and Inclusion
Bret Perkins	Vice President - External and Government Affairs
Kevin P. O'Connor	Vice President - Federal Tax

Officer Name	Title
Joseph F. DiTrollo	Vice President - Financial Operations
Leonard J. Gatti	Vice President - Financial Reporting
Sena Fitzmaurice	Vice President - Government Communications
Beth Arnholt	Vice President - Integrated Talent Management
Lindsey P. Dickinson	Vice President - Legislative Affairs
Samuel G. Lancaster	Vice President - Legislative Affairs
Jordan B. Goldstein	Vice President - Regulatory Affairs
David M. Don	Vice President - Regulatory Policy
James J. Finnegan	Vice President - Strategic Intellectual Property
Thomas J. Donnelly	Vice President - Taxation
Rudy Brioche	Vice President and Counsel - Global Public Policy
Directors	
Presiding Director Kenneth J. Bacon	
Brian L. Roberts	
Dr. Judith Rodin	
Eduardo G. Mestre	
Edward D. Breen	
Gerald L. Hassell	
J. Michael Cook	
Jeffrey A. Honickman	
Johnathan Rodgers	
Joseph J. Collins	
Ralph J. Roberts	
Sheldon M. Bonovitz	

Exhibit 4

Comcast Corporation is a Pennsylvania corporation and, as of the effective time of the closing, will be the indirect parent company of the legal entity holding the franchise (the "Franchisee"). To the extent required by applicable law, the Franchisee is and, after the closing of this transaction will continue to be, duly qualified to transact business in the State or Commonwealth in which this system is operated.

Exhibit 5

Comcast Corporation is the indirect parent company of numerous legal entities holding cable franchises. Comcast and its subsidiaries have been involved in thousands of proceedings with franchise authorities. In a very small number of instances, Comcast or certain of its indirect subsidiaries have had an interest in or connection with an applicant that has been dismissed or denied by a franchising authority. The only final denial issued within the past ten years is listed below.

Henry County, Virginia. In June 2005, two FCC Forms 394 were filed with the franchise authority, with the first requesting the assignment of the franchise from Adelphia Communications Corporation to Time Warner Cable and the second requesting a transfer of control of the franchise from Time Warner Cable to a wholly-owned subsidiary of Comcast. The franchise authority denied consent to the transfer applications in order to exercise an alleged right of first refusal to purchase the cable system. The transaction closed subject to an Agreed Order issued by the United States District Court for the Western District of Virginia. A wholly-owned subsidiary of Comcast has provided cable service to the community and has remitted cable service franchise fees since August 1, 2006.

Exhibit 6

A copy of the Comcast Corporation Annual Report on Form 10-K for the year ending December 31, 2013, as well as other filings made with the Securities and Exchange Commission, is available at www.cmcsa.com under "Financials." A hard copy will be provided upon request.

Exhibit 7

Comcast Corporation is a global media and technology company with two primary businesses, Comcast Cable and NBCUniversal. Comcast Cable is the nation's largest multichannel video, high-speed Internet and phone provider to residential customers under the XFINITY brand and also provides these services to businesses. NBCUniversal operates 30 news, entertainment and sports cable networks, the NBC and Telemundo broadcast networks, television production operations, television station groups, Universal Pictures and Universal Parks and Resorts. For additional information about Comcast Corporation, please see the following pages of this Form 394, pages 1 through 11 of the Comcast Corporation Annual Report on Form 10-K for the year ending December 31, 2013, and www.comcastcorporation.com.

Comcast Overview

Overview

Comcast Corporation is a global media and technology company with two primary businesses: Comcast Cable and NBCUniversal. Comcast is also a limited partner with venture capital firm Comcast Ventures and is the majority owner of the sports and entertainment company Comcast-Spectacor.

Comcast Cable

Comcast Cable is the nation's largest video, high-speed Internet and phone provider to residential customers under the Xfinity brand as well as to businesses.

- Nation's Largest Video Provider: 21.7 million customers
- Nation's Largest Residential High-Speed Internet Provider: 20.7 million customers
- Nation's Fourth Largest Phone Company: 10.7 Million customers
- Combined Customer Relationships: 53.1 million
- Homes and Businesses Passed: 53.8 million
- Operations: 39 states and Washington, D.C.

(As of 12/31/13)

NBCUniversal

NBCUniversal is one of the world's leading media and entertainment companies in the development, production, and marketing of entertainment, news, and information to a global audience. NBCUniversal owns and operates a valuable portfolio of news, entertainment and sports television networks, a premier motion picture company, significant television production operations, a leading television stations group, world-renowned theme parks, and a suite of leading Internet-based businesses. NBCUniversal is owned by Comcast Corporation.

- **Broadcast Networks:** NBC and Telemundo. 10 NBC owned and operated local stations and 15 Telemundo owned local stations.
- **Cable Networks and Digital Media Properties:** USA Network, Syfy, E!, CNBC, MSNBC, Bravo, Golf Channel, Oxygen, NBC Sports Network, Esquire Network, Chiller, CNBC World, Cloo, CNBC World, Mun2, Sprout, Universal HD, and 10 regional sports networks and three regional news networks. Digital media properties include Fandango and iVillage.
- **Filmed Entertainment:** Universal Pictures. Production under both the Universal Pictures and Focus Features names.
- **Theme Parks:** Universal Orlando, which includes Universal Studios Florida, Universal's Islands of Adventure and CityWalk; Universal Studios Hollywood.

Founded

1963

Chairman and CEO

Brian L. Roberts

Headquarters

Philadelphia, PA

Employees

Approximately 136,000 full-time and part-time

Ticker Symbol

NASDAQ – CMCSA, CMCSK

Corporate Website

<http://comcastcorporation.com>

Corporate Blog

<http://corporate.comcast.com/comcast-voices>

XFINITY Products

<http://www.xfinity.com>

NBCUniversal

<http://www.nbcuniversal.com>



XFINITY TV

Overview Xfinity TV brings customers more of the content they love, wherever they are, on any device. The X1 platform is an Entertainment Operating System that gives customers an interactive TV experience, providing instant access to all of their entertainment. Leveraging Internet Protocol (IP) technology and Comcast's cloud-enabled servers and network, the X1 platform enables customers to get integrated search, personalized recommendations and apps on TV. As part of cloud technology innovation, Comcast is currently rolling out the X1 DVR with cloud technology and live in-home streaming.

- Key Offerings**
- View 300+ TV channels from major broadcast, cable and premium networks on TV, plus more than 100 HD channels.
 - Access more than 50,000 of the best and latest TV shows and movies across Xfinity On Demand
 - Stream 50+ live TV channels and thousands of TV shows and movies from Xfinity On Demand at Xfinity.com/TV and the Xfinity TV Go app.
 - Download popular TV shows and movies from Xfinity On Demand to the Xfinity TV Go app.
 - Watch practically your entire channel line-up of live TV in any room in the house on any device with live in-home streaming.
 - Access DVR recordings anywhere in your home through Xfinity.com/TV or the new Xfinity TV app on mobile devices, and download them to your device to watch anytime, anywhere.
 - Enjoy a huge selection of current season TV content, the best new release movies from all the major studios, and one of the broadest selections of independent films across platforms on Xfinity On Demand.
 - Access to a deep library of movies and TV shows across screens from Xfinity Streampix.
 - Schedule the DVR remotely, search live TV and On Demand listings, change the channel on the TV and select favorites online at Xfinity.com/TV and with the Xfinity TV Remote app.
 - Use motion and gesture controls to seamlessly find what to watch on live TV and Xfinity On Demand while viewing TV with the X1 Remote Control app.
 - Catch popular Spanish-language TV shows, movies, and kids' and music programming online at Xfinity.com/latinotv.
 - Watch Xfinity On Demand on the Xbox 360, and quickly find TV shows and movies with voice-activated commands or the wave of a hand via Kinect.
 - Access the Xfinity TV app on 2012 Samsung Smart TVs (planned for 2013 SmartTV models in 2014)

For more information about Xfinity TV, visit www.xfinity.com/TV.



XFINITY Internet

Overview Comcast is the nation's largest Internet provider and delivers the fastest Internet speeds, along with reliable service. As the owner and operator of one of the most-advanced fiber-based networks in the country, our scale enables us to deliver more speed to more homes than any other service provider in the U.S. We've also invested in an advanced broadband technology platform, called DOCSIS 3.0. In the past 13 years, we have increased broadband speeds 12 times and we now offer a variety of speed tiers to best fit every customer's needs — from 3 Mbps to the ultra-fast 505 Mbps. Today we deliver up to 10 Gbps speeds to business customers.

Key Offerings Our service is more than just speed. For no additional cost, Internet customers also receive:

- **In-Home Wi-Fi:** Experience the fastest in-home Wi-Fi with our latest XFINITY Wireless Gateway, which can connect dozens of wireless devices.
- **Security:** Connect safely to the Internet with the most comprehensive online security offering in the industry, the Constant Guard Protection Suite (a \$360 value), which includes the top rated Norton Security Suite.
- **XFINITY WiFi:** Stay connected on the go through hundreds of thousands of Wi-Fi hotspots today and even more in the future.
- **XFINITY Connect:** Communicate with family and friends either online or via the XFINITY Connect App, which enables users to send and receive email, access voicemail or manage contacts and digital calendars.

Comcast is also committed to closing the digital divide. We are spearheading an ambitious and comprehensive broadband adoption program called Internet Essentials. Through February 2014, this \$9.95/month service has connected more than 1.2 Million low-income Americans or 300,000 families to broadband Internet at home. For more information, visit InternetEssentials.com (for English) or InternetBasico.com (for Spanish).

For more information about **XFINITY Internet**, visit <http://www.comcast.com/xfinity>.

*As of Q4 2013



XFINITY Voice

Overview XFINITY Voice gives you reliable home phone service with more ways to connect and save. It's an innovative service that delivers unlimited nationwide calling with the best call clarity plus, enhanced features that can help lower your wireless bill. Find your everywhere voice and stay more connected with XFINITY Voice.

Key Offerings

Unlimited Nationwide Calling and Texting: With XFINITY Voice you not only get the best call clarity but also Unlimited nationwide calling and texting on Wi-Fi enabled devices at home and on the go. Simply use the free XFINITY Connect app to call and text as much as you like via Wi-Fi without a wireless plan.

Readable Voicemail: See what you can't hear and have your voicemails converted to email messages that you can check from anywhere, on any device.

Assign a Number: With the free XFINITY Connect app, your iPod Touch and tablet can call and text like a smartphone, without a wireless plan. Assign a personal phone number to up to five Wi-Fi enabled devices and turn your devices into a phone.

Advanced Call Forwarding: Whether you're in the car or at work you can still answer your home phone. Connect up to four Wi-Fi enabled devices to your home phone and your calls will always find you.

Universal Caller ID: See who's calling your home phone on your TV, computer, home phone and smartphone.

For more information about XFINITY Voice, visit <http://www.comcast.com/xfinity>.

*As of Q4 2013



Comcast Business

Overview Backed by industry-leading, 24/7 tech-class support, Comcast Business provides advanced communication solutions to help companies meet their business objectives. Comcast Business leverages Comcast's powerful, next generation network, our technical and operational expertise and our local resources to offer a wide range of products and services, an enhanced fiber-based network and experienced customer service, all to help a business's bottom line.

Key Offerings

Data Solutions

Comcast Business Internet offers businesses a feature-rich, reliable and secure Internet solution. Comcast offers its business customers four tiers of Internet service with download speeds starting at 16 Mbps downstream and 3 Mbps upstream and going up to 150 Mbps downstream and 20 Mbps upstream via next-generation DOCSIS 3.0. Customers also get additional features such as Cloud Services by Microsoft, advanced security with Norton Business Suite and Website Hosting services at no extra charge.

Comcast Business Ethernet delivers secure, scalable, high-performance point-to-point and multipoint connectivity over a fully owned, national fiber-based network. Optimized for mid-sized business with multiple locations in a metropolitan area or region, Comcast Business Ethernet provides an entirely new level of reliable, scalable and secure Internet connectivity that is significantly faster than legacy technologies.

Voice Solutions

Comcast Business Voice is a reliable voice alternative with integrated and advanced features for businesses that has been rated best in call clarity*. Customers get unlimited local and long-distance calling, and advanced call management and voicemail options including hunt group, call holding, call transfer, three-way calling, call forwarding, business directory listings, the ability to receive email or text notifications of voicemail, the ability to listen and manage voicemail online, and more.

Comcast Business VoiceEdge is a cloud-based voice and unified communications (UC) solution that delivers a common user experience, high-definition (HD) quality voice service and a full suite of productivity-enhancing features that are fully-managed and delivered over Comcast's advanced network. The service comes in complete, affordable packages that include Polycom HD phones, unlimited nationwide calling, professional installation, training options, and a mobile app for Android and iOS.

Comcast Business Trunks provide connectivity between a customer's Private Branch Exchange (PBX) and Comcast's advanced network. The scalable service allows customers to purchase based on the concurrent calls the business needs.

Video Solutions

Comcast Business TV provides reliable and cost-effective video solutions to satisfy a variety of customers' business needs at office locations such as conference rooms and waiting areas. Packages run from basic TV to upgrades including the Sports Pack, Canales Selecto (Hispanic networks) and Music Choices.

Upware

Upware is a suite of business-grade cloud solutions that can be purchased and managed through one integrated web portal. The Upware marketplace (business.comcast.com/Upware) contains business applications from industry-leading companies in key categories, including Data Backup, Data Security, Collaboration, and eSignature. Major Upware partners include DocuSign, Norton, Carbonite, Box, Microsoft and Cisco.

For more information about **Comcast Business**, visit www.business.comcast.com.



**Call clarity claim based upon January 2012 call clarity analysis by Tektronix*

Updated Q4 2013

XFINITY Home

Overview XFINITY Home is a broadband and cloud-based platform that provides next-generation home security, control and energy management features. This platform allows customers to stay connected to their home and family through the use of an interactive Web portal, mobile devices and the free XFINITY Home app. In addition to 24/7 professional monitoring, XFINITY Home offers an expanding suite of home control and remote energy management services that include lighting controls, digital thermostats, live video monitoring, custom text and email alerts, remote arming and disarming capabilities, water and carbon monoxide sensors.

Key Offerings **XFINITY Home Features**

- Access security and home automation features and settings from virtually anywhere – through a portable touch screen console in the home, on a computer or tablet, and on a smartphone through the XFINITY Home app.
- Control and set timing with smart energy management features, including programming lights to turn on and off at designated times, and schedule or remotely adjust heating and air conditioning settings.
- See what's going on around the home while away with real-time video monitoring on Internet-connected devices.
- Receive real-time text and email alerts when doors and windows open or close.
- Check the weather, voicemail, news and sports, play games and more with the in-home touch screen console.
- Enjoy peace-of-mind with added layers of protection, including wireless and battery backup, in addition to the third-party central station that monitors customers' homes 24 hours a day.
- Arm, monitor and control the home with the following available equipment: Window/Door Sensors, Motion Sensors, Glass Break Sensors, Indoor/Outdoor Cameras, Smoke Detectors, Wireless Keypads, Keychain Remotes, Thermostats, Lighting and Appliance Modules, Water/Flood Sensors and Carbon Monoxide Sensors.

For more information about XFINITY Home visit www.xfinity.com/home.

*As of Q4 2013





City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTL (800) 735-1232
gmilliman@brookings.or.us

GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

ICMA Career Excellence Award 2012
ICMA Management Innovation Award 1979

Klayton F. Fennell
Vice President, Government Affairs
One Comcast Center
Philadelphia, PA 19103

September 4, 2014

**RE: Change of Control – Comcast Corporation/Charter Communications
City of Brookings, Oregon**

Dear Mr. Fennell:

Thank you for providing materials in response to the City of Brookings' request for additional information regarding Comcast's Form 394 Application to transfer ultimate franchise control from the current franchise holder (Charter) to Comcast. The City appreciates Comcast's cooperation in this matter.

The City continues to maintain that the original Form 394 Application was incomplete. Therefore, the 120-day timeframe provided by federal law to review the request did not begin to run until the City received the additional requested information from Comcast on or about July 31, 2014. Nevertheless, it continues to be the City's intention to timely and efficiently review the additional information. Further, absent new information or a substantial change in current circumstances, the City intends to make a decision on approval or denial by the beginning of October 2014.

In the event the City does approve the request for transfer of control, the approval would be conditioned on acceptance of the terms listed below. To expedite the approval process, the City seeks Comcast's agreement to these terms as soon as possible.

1. That there is no substantial change in the terms and conditions as described in the provided Form 394 Application and the subsequent additional information.
2. That the current Franchisee is in compliance with the franchise terms at the time of the transfer of control and corrects any known violations prior to the transfer.
3. That Comcast reimburse the City for its reasonable costs and expenses – including its attorney fees – incurred as a result of the City analyzing and acting upon Comcast's application for change of control.
4. That Comcast agrees to comply with all terms and conditions of the expired franchise and promptly seek renewal of the franchise.

5. That the current Franchisee complies with the franchise agreement's requirement that it build specific origination points for PEG access.

With respect to item 5 listed above, Charter has not fully complied with the terms of its franchise agreement despite repeated requests to do so. Specifically, although Charter did construct an origination point for PEG access for City Hall, Charter has failed to construct the other origination points listed in Exhibit A as required by Section 6.4.B(4) of the franchise agreement. Specifically, those origination points are:

1. City Hall
2. One school site selected by the City
3. Southwestern Oregon Community College Curry County Campus
4. Chetco Community Public Library

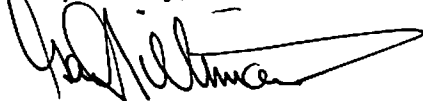
During the course of our now five year effort to negotiate a new franchise agreement with Charter, the City tentatively agreed to "trade" items 2-3-4 for a single additional site; that site being the City's Emergency Operating Center (EOC) adjacent to City Hall. This tentative agreement to reduce the number of required origination points was to be a part of the global new franchise agreement. Charter has installed the origination point at the EOC, but is now declining to acknowledge the installation in the new franchise agreement, and has refused to execute a franchise agreement containing language requiring Charter to maintain the two origination points.

Franchise negotiations with Charter are now stalemated with only two items left unresolved.

In the event that Comcast and Charter do not finalize or otherwise consummate the proposed Transaction Agreement that triggered the Form 394 Application, any City approval of the request becomes void. Likewise, if Comcast and Charter finalize the Transaction Agreement but do so on materially different terms than those represented in the current Form 394, any City approval becomes void, and Comcast must resubmit its request on a new Form 394.

Lastly, the City specifically reserves the right to seek additional information under the franchise agreement and applicable federal law with respect to the consideration of the proposed transfer.

Respectfully,



Cc: Nancy Werner, Attorney at Law



One Comcast Center
Philadelphia, Pennsylvania 19103

June 17, 2014

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

Re: Charter Communications/Comcast Corporation Transaction

Dear Mr. Milliman:

As you may have read, Charter Communications, Inc. ("Charter"), the ultimate parent of the entity holding the cable franchise in your community, has entered into an agreement with Comcast Corporation ("Comcast"). Pursuant to this agreement, Comcast will become the ultimate owner of your franchisee.

This transaction does not change your local franchise entity. The same entity will remain, but instead of being an indirect, wholly-owned subsidiary of Charter, your cable franchisee will become an indirect, wholly-owned subsidiary of Comcast.

If you determine that your consent is **not** required for this transaction to proceed, you need not take any further action. If, however, you believe your consent is necessary, we have provided copies of the Federal Communications Commission's ("FCC") Form 394, other information, and a draft consent resolution to help facilitate the consent process.

- **FCC Form 394.** FCC Form 394 (required copies enclosed) is designed to provide you with the relevant information needed to assess the financial, legal, and technical qualifications of Comcast to be the ultimate parent entity of your cable franchisee.
- **Timing.** According to the FCC's rules, if you decide consent is required, you have a maximum of 120 days from the date you receive this information to review all materials and act upon our request for consent to the transaction. (Please note, your franchise may specify a shorter time frame.)
- **Consent Resolution.** Should you choose to affirmatively consent to the transaction, we have enclosed a draft consent resolution to be used to help expedite the consent process. We would request that a consent resolution, if needed, be placed on your agenda for consideration at your earliest convenience.

All of us at Comcast are excited about the opportunity to serve your community. We invite you to visit www.comcastcorporation.com/together for additional information about the transaction and Comcast. If you have any questions about the FCC Form 394, the consent resolution, or any of the enclosed documents, please give me a call at (215) 286-5585, send an email to klay_fennell@comcast.com, or send a facsimile to (215) 286-8408.

Sincerely,

Klayton F. Fennell
Vice President, Government Affairs
Attachment and Enclosures

City of Brookings

City Council Meeting MINUTES

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

Monday, September 22, 2014

The City Council met in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660(2)(f), "to consider information or records that are exempt by law," under ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions," and under ORS 192.660(2)(i), to review and evaluate the employment-related performance of a public officer who has not requested an open hearing.

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, Public Works & Development Director Loree Pryce, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Report Jane Stebbins and approximately 5 others.

Ceremonies/Appointments/Announcements

Staff introduced four new employees: Court Clerk Pamela Ganey, Payroll/Accounts Payable Clerk Joy Anderson, Public Works Utility Worker Robert Breadon, and Public Works & Development RARE employee, Austin Dunn.

Scheduled Public Appearances

"Oregon Great Shake-Out" presentation.

Don Kendall, County Emergency Services Coordinator, invited the City to join in on the Great Shake-Out events which will include a "fun-walk" along various exit routes, and Shake-Out at 10:16 AM on October 16. He also asked that people register on-line at:

<http://www.shakeout.org/register/>

Staff Reports

Authorization to execute an agreement with the Oregon Hydrangea Company to land-apply biosolids for the month of October, 2014.

Director Pryce provided the staff report.

Councilor Hodges said he thought it was a great idea and asked if well water would be an issue. Pryce said testing will be done after the application to determine if there are any issues.

Councilor Hamilton asked if there would be an odor issue and Pryce said there really is no way to know until the pilot project is done, and no one is really close to the application area.

Councilor Pieper said he agreed with staff that it would be a win-win-win situation for the City, the hydrangea farmer and the environment.

City Manager Milliman pointed out that local application of biosolids would save the City \$50,000 annually and Mayor Hedenskog added that the addition of the dewatering facility had also saved the City what he thought was around \$200,000 annually.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to execute an agreement for services with the Oregon Hydrangea Company to land-apply biosolids only for the month of October, 2014, and based on the results of this pilot application, direct staff to coordinate a long term land application at this location.

Pre-authorization to informally bid and award a contract for road stabilization construction at Marine Drive and North Bank Chetco River Road.

Director Pryce gave the staff report.

Councilor Pieper asked when the letter had been sent to the County requesting help with the North Bank Chetco River Road project (North Bank) and Mayor Hedenskog said it had been a week since it was sent.

Councilor Hodges asked whether the North Bank project would use rip-rap or soil nails and Pryce said that soil nails would provide a longer term, more expensive solution, while rip rap would work well in this situation for a number of years and cost less.

City Manager Milliman asked Pryce if any of the stabilization issues were related to the November 2012 storm and she said they may have been.

Mayor Hedenskog said after walking North Bank he thought it was a water erosion issue but he wasn't sure that this was the cause for Marina Heights.

Councilor Hodges said he would like to start out with the least expensive approach and Mayor Hedenskog said he was disappointed because this project would eat up funding that would have paid for other City road projects.

Councilor McClain said it was "ridiculous" that the County wouldn't help the City fix what is, in essence, a County road. He said if the County wanted to extend an olive branch, they would take the money they would have spent on the \$12,000, "kumbaya" session they'd proposed and apply it to North Bank. He also said the County should start using road funds to fix County roads and stop using them to fund County operations.

Mayor Hedenskog said the gas tax would double the money the City was putting in its road fund.

Councilor Hamilton said he was disappointed at the County's lack of response to help fix a road that serves County residents.

Councilor Hodges likened North Bank to Highway 101 and when 101 needs fixing, he said, ODOT takes care of it. This road, he said, has the sole purpose of getting unincorporated residents into the incorporated area, and allow access for recreation and commerce on county property. If the County is unwilling to help their residents have this access, Hodges said, it speaks volumes about our County leadership.

Mayor Hedenskog said North Bank also services a significant amount of federal land and the County receives federal funds to maintain roads that service those lands.

Councilor Hodges moved, a second followed and Council voted unanimously to pre-authorize the City Manager to informally bid and award a contract to the lowest

responsible bidder for road stabilization construction at Marine Drive and North Bank Chetco River Road in an amount not to exceed \$136,000 and \$45,000, respectfully.

Authorization to execute a Task Order increase with Dyer Partnership for additional design and contract management services for the Airport Infrastructure Project.

Director Pryce presented the staff report Mayor Hedenskog asked if the grant had built-in cost overruns. Pryce said that even with the increase, the project would still be within budget. She also advised that there will likely be an additional increase to cover the changes to the project requested by the County.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to execute a professional services contract addendum with the Dyer Partnership for extra work on existing design and contract management services [for the Airport Infrastructure project] in an amount not to exceed an additional \$29,000, thereby increasing the contract to \$429,000.

Authorization to execute a Project Letter of Understanding with the Oregon Department of Transportation for the Railroad Street reconstruction project.

City Manager Milliman gave the staff report.

Mayor Hedenskog moved, a second followed and Council voted unanimously to execute the Project Letter of Understanding with the Oregon Department of Transportation for the Railroad Street reconstruction project.

Consent Calendar

1. Approve Council minutes for September 22, 2014.
2. Receive monthly financial report for August, 2014.

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

Remarks from Mayor and Councilors

Mayor Hedenskog remarked on the upcoming "photo op" to take place in Crescent City regarding the grant funding the City had obtained for the airport runway project and City Manager Milliman said this was a major step forward for the airport improvement program.

Councilor Hamilton commended staff on the Easy Street project saying that he uses Easy Street a lot and it was a great comfort to know that there is now a safe passage for children and others, like him, who are wheelchair bound.

Adjournment

Councilor Pieper 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

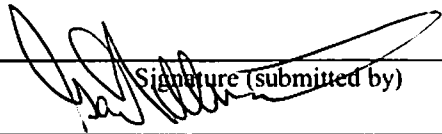
Joyce Heffington, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Amended Household Hazardous Waste Intergovernmental Agreement

Recommended Motion:

Motion to authorize City Manager to execute the Contract Amendment for Intergovernmental Agreement for Implementation of Coos and Curry Counties Household Hazardous Waste Management Plan adding the City of Lakeside as a member.

Financial Impact:

None.

Background/Discussion:

The City of Brookings is a participant in an Intergovernmental Agreement (IGA) for Household Hazardous Waste program management. The City of Lakeside has recently voted to join the IGA. An amendment to the IGA is needed to accept Lakeside.

Attachment(s):

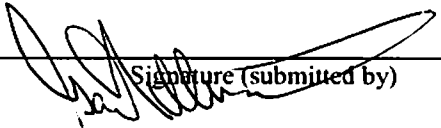
- a. Contract Amendment for IGA Household Hazardous Waste Management Plan

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Amended Household Hazardous Waste Intergovernmental Agreement

Recommended Motion:

Motion to authorize City Manager to execute the Contract Amendment for Intergovernmental Agreement for Implementation of Coos and Curry Counties Household Hazardous Waste Management Plan adding the City of Lakeside as a member.

Financial Impact:

None.

Background/Discussion:

The City of Brookings is a participant in an Intergovernmental Agreement (IGA) for Household Hazardous Waste program management. The City of Lakeside has recently voted to join the IGA. An amendment to the IGA is needed to accept Lakeside.

Attachment(s):

- a. Contract Amendment for IGA Household Hazardous Waste Management Plan

**CONTRACT AMENDMENT FOR INTERGOVERNMENTAL AGREEMENT FOR
IMPLEMENTATION OF COOS AND CURRY COUNTIES HOUSEHOLD HAZARDOUS
WASTE MANAGEMENT PLAN**

This Intergovernmental Agreement amendment is entered into on the date last set forth below by and between Coos and Curry Counties, political subdivisions of the State of Oregon, acting by and through their respective Board of Commissioners and the Cities of Bandon, Brookings, Coos Bay, Coquille, Gold Beach, Myrtle Point, and Port Orford, acting by and through their elected officials, city managers or administrators (collectively referred to as "Cities").

WHEREAS, Coos and Curry Counties and Cities have a Intergovernmental Agreement for implementation of Coos and Curry Counties Household Hazardous Waste Management Plan, dated January 14, 2011, and filed at 2011 C&A #77 in the Records of the Coos County Clerk;

WHEREAS, the parties desire to amend the Intergovernmental Agreement to include the City of Lakeside as a participant in the House Hazardous Waste Program

NOW, THEREFORE, IT IS HEREBY AGREED that the Intergovernmental Agreement shall be amended and reformed as follows:

**INTERGOVERNMENTAL AGREEMENT FOR IMPLEMENTATION OF THE COOS AND
CURRY COUNTIES HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN**

This Intergovernmental Agreement is entered into on the date last set forth below by and between Coos and Curry Counties, political subdivisions of the State of Oregon, acting by and through their respective Board of Commissioners and the Cities of Bandon, Brookings, Coos Bay, Coquille, Gold Beach, Myrtle Point, **Port Orford, and Lakeside**, acting by and through their elected officials, city managers or administrators (collectively referred to as "Cities").

15. NOTIFICATION. All notices required to be given or authorized to be given hereunder shall be in writing and either personally delivered or sent by certified United States mail to the other Party at the address shown below.

Coos County:

Cheryl Westgaard, Business
Operations Manager, Solid Waste Department
250 N. Baxter
Coquille, OR 97423

City of Coquille:

Ben Marchant, City Manager
851 N. Central Blvd.
Coquille, OR 97423

Curry County:

M. Gerard Herbage, County Counsel
Curry County Office of Legal Counsel
P.O Box 746
Gold Beach, Oregon 97444

City of Gold Beach

Jodi Fritts-Matthey, City Administrator
29592 Ellensburg Ave.
Gold Beach, OR 97444

City of Bandon:

Matt Winkel, City Manager
P.O. Box 67
Bandon, OR 97411

City of Brookings:

Gary Milliman, City Manager
898 Elk Drive
Brookings, OR 97415

City of Coos Bay:

Roger Craddock, City Manager
500 Central Avenue
Coos Bay, OR 97420

City of Myrtle Point:

Darin Nicholson, City Manager
424 Fifth Street
Myrtle Point, OR 97458

City of Port Orford:

Terrie Richards, City Administrator
P.O. Box 310
Port Orford, OR 97465

City of Lakeside:

Curtis Kelling, City Recorder/Manager
P.O. Box L
915 North Lake Road
Lakeside, OR 97449

AND IT IS FURTHER AGREED that in all other respects the terms and conditions of the original contract and amendments thereto shall continue in full force and effect;

AND IT IS FURTHER AGREED, that this Amendment is subject to the final approval of the Household Hazardous Waste Management Steering Committee;

AND IT IS FURTHER AGREED, that this Amendment may be executed in counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**COOS COUNTY
BOARD OF COMMISSIONERS**

Chair

Commissioner

Commissioner

Date

**CURRY COUNTY
BOARD OF COMMISSIONERS**

Chair

Commissioner

Commissioner

Date

SIGNATURES CONTINUE ON NEXT PAGE

City of Bandon

Signature

Date: _____

Print Name, Title

City of Coos Bay

Signature

Date: _____

Print Name, Title

City of Coquille

Signature

Date: _____

Print Name, Title

City of Gold Beach

Date: _____

Signature

Print Name, Title

City of Myrtle Point

Date: _____

Signature

Print Name, Title

SIGNATURES CONTINUE ON FOLLOWING PAGE

City of Port Orford

Signature

Date: _____

Print Name, Title

City of Brookings

Signature

Date: _____

Print Name, Title

City of Lakeside

Signature

Date: _____


Print Name, Title

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 13, 2104

Originating Dept: PW/DS


Public Works Development Services Director

City Manager Approval

Subject: ODOT Flexible Service Maintenance Agreement

Recommended Motion: Authorize the City Manager to execute a flexible service maintenance agreement with Oregon Department of Transportation (ODOT).

Financial Impact: None at this time. The agreement identifies the terms for reimbursable reciprocating work. If in the future, there is a need for immediate interagency exchange of services, this agreement defines the process and reimbursement parameters.

Background/Discussion: This agreement was last executed in 2007. The only noticeable change besides the agreement date is the amount authorized has increased from \$25,000 to \$150,000 and total contract work under this agreement may not exceed \$300,000 (from \$25,000).

This agreement is only applicable if there is a need for either ODOT or the City of Brookings to exchange equipment or services. The only know interagency exchange that has occurred during the last agreement is in roughly 2012 when the City paid ODOT to temporarily street sweep when our sweeper was broken.

Policy Considerations: None

Attachment(s):

- a. Agreement

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Brookings

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

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, 366.574 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

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

TERMS OF AGREEMENT

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services and borrow materials when needed. Maintenance services include patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage. Materials include liquid asphalt, deicer, striping paint, and slurry sealing.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.
3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.
4. The total financial obligation for both Parties will not exceed \$600,000 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.

SCOPE OF WORK

1. State's Transportation Maintenance Manager may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's Transportation Maintenance Manager. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on city-owned and maintained roads city streets and right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Public Works Director. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
3. The original Work Order Authorization initiated by State shall be forwarded to State's Transportation Maintenance Manager, Brian Watjen, ODOT, Region 3, PO Box 51, Port Orford, OR 97465-0051, brian.watjen@odot.state.or.us, 541-332-5711.

4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.
5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to Agency's Public Works/Development Services Director, Loree Pryce, 898 Elk Drive, Brookings, OR 97415, 541-469-1137, lpryce@brookings.or.us.
2. Under no condition shall State's total obligation for payments exceed \$300,000 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, State's Transportation Maintenance Manager, Brian Watjen, PO Box 51, Port Orford, OR 97465-0051, 541-332-5711, brian.watjen@odot.state.or.us.
2. Under no condition shall Agency's total obligation for payments exceed \$300,000 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not

assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.

2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by State's Transportation Maintenance Manager, Brian Watjen, PO Box 51, Port Orford, OR 97465-0051, 541-332-5711, brian.watjen@odot.state.or.us, or assigned designee upon individuals absence.
5. The Work Order Authorization form for Agency may be signed by Agency's Public Works/Development Services Director, Loree Pryce, 898 Elk Drive, Brookings, OR 97415, 541-469-1137, lpryce@brookings.or.us, or assigned designee upon individuals absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's

possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.

4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
2. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
3. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
6. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
 - b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.

- c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
 8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 9. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the

other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

11. 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.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

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

Agency/State
Agreement No. 30283

CITY OF BROOKINGS, by and through its
elected officials

By _____

Title _____

By _____

Title _____

Date _____

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Loree Pryce, PE
Public Works/Development Services
Director
898 Elk Drive
Brookings, OR 97415
541-469-1138
lpryce@brookings.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Technical Services Manager/Chief
Engineer

Date _____

By _____

Region 3 Manager

Date _____

By _____

District 7 Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date _____

State Contact:

Darrin Neavoll, District 7 Manager
3500 Stewart Parkway
Roseburg, OR 97470
541-957-3683
Darrin.l.neavoll@odot.state.or.us

EXHIBIT A

WORK ORDER AUTHORIZATION

☐ State Requesting _____ to Perform Work

☐ _____ Requesting State to Perform Work

Agreement No. 30283 Work Order No. _____

Under the terms of Agreement No. 30283 between the Oregon Department of Transportation (State) and City of Brookings (Agency), which is hereby incorporated by reference, the following Project work is authorized:

Project Name: ☐ Flexible Maintenance Services

State Work Order Coordinator: Brian Watjen, ODOT Transportation Maintenance Manager
Agency Work Order Coordinator: Loree Pryce, Brookings Public Works/Development Services Director

Total Authorized Amt. this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

☐ Patching (100-102, 107-108) ☐ Shouldering (111-112, 119) ☐ Ditching (120) ☐ Sweeping (116-117)
☐ Vegetation Control (131) ☐ Striping (140-141, 147) ☐ Winter Maintenance (170-171, 179-181, 192)
☐ Brushing (132-133) ☐ Signing (142-143) ☐ Landscaping (136) ☐ Drainage (121) ☐ Guardrail Repair (151) ☐ Bridge Repair (163, 169) ☐ Hazardous Material Spills (149) ☐ Equipment Rental (specify equipment)

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's _____ Date _____

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title _____ Date _____

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Asst. Attorney General _____ Date _____

cc: District # 7 Manager or Transportation Maint. Mgr.
State's Work Order Coordinator
Central Services, Procurement Office (OPO) for Agreement File

EXHIBIT A
Work Order – Local Agency
Rev. 04-08-2008

7/30/14
\$25.00



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
- ☐ Commercial Establishment
- ☐ Caterer
- ☐ Passenger Carrier
- ☐ Other Public Location
- ☐ Private Club
- ☐ Limited On-Premises Sales (\$202.60/yr)
- ☒ Off-Premises Sales (\$100/yr)
 - ☐ with Fuel Pumps
- ☐ Brewery Public House (\$252.60)
- ☐ Winery (\$250/yr)
- ☐ Other: _____

ACTIONS

- ☐ Change Ownership
- ☐ New Outlet
- ☐ Greater Privilege
- ☐ Additional Privilege
- ☐ Other _____

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☒ Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: _____

90-day authority: ☐ Yes ☐ No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Angel Navarro ③ _____

② _____ ④ _____

2. Trade Name (dba): Railroad Street Market

3. Business Location: 534 Railroad St Brookings Curry OR 97415
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 534 Railroad St Brookings OR 97415
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: _____
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Brookings OR Curry
(name of city or county)

11. Contact person for this application: Angel Navarro
(name)
534 Railroad St suite C Brookings OR
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 7-14-14 ③ _____ Date _____
② _____ Date _____ ④ _____ Date _____

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant Donny Dotson 34631/202
Date: 10/08/14
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Angel Navarro** with his attached **New Outlet** liquor license application. The business "**Railroad Street Market**" is located at Railroad Street, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donny Dotson".

Lieutenant Donny Dotson
Brookings Police Department





OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☐ Change Ownership
☒ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
 (signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: 10/8/14

90-day authority: ☐ Yes ☒ No

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☒ Limited Liability Company ☐ Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① BACKSTREET BAR LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): BACKSTREET BAR LLC

3. Business Location: 777 COTTAGE ST BROOKINGS, CURRY, OR. 97415
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: POB 7881 BROOKINGS, OR. 97415
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (541) 661-3341 or (541) 251-1504
 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: N/A Type of License: N/A

8. Former Business Name: N/A

9. Will you have a manager? ☒ Yes ☐ No Name: TIMOTHY WAYNE MUSSER
 (manager must fill out an Individual History form)

10. What is the local governing body where your business is located? BROOKINGS
 (name of city or county)

11. Contact person for this application: KEVIN DEE SHORT (541) 661-3341
 (name) (phone number(s))
POB 7881 BROOKINGS, OR. 97415 MOSSBACK CONTRACTORS @G-MAIL
 (address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 10/7/14 ③ _____ Date _____
 ② [Signature] Date 10/7/14 ④ _____ Date _____

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant Donny Dotson
Date: 10/08/14
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Kevin Short** and **Tim Musser** with their attached **New Outlet** liquor license application. The business "**Backstreet Bar LLC**" is located at 777 Cottage St, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donny Dotson", written over a horizontal line.

Lieutenant Donny Dotson
Brookings Police Department



MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
July 24, 2014

CALL TO ORDER

Chair Patricia Brown called the meeting to order at 7:02pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Trace Kather, Garth Richey, and Chair Patricia Brown

Absent: Commissioner Don Vilelle

Also present: Parks/Tech Services Supervisor Tony Baron

APPROVAL OF MINUTES

A. Motion made to approve the minutes of February 27, 2014 as written; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES

Forbes Duncan of Harbor appeared before the commission expressing interest in the dog park at Stout Park, and would like to have the park dedicated to the late Catherine Powers, dog lover and Manager of the Curry County Animal Shelter. He also volunteered to help make dog park happen. Tony advised that the park has been approved, but fencing the area is required which he is in the process of trying to budget for, with hopes of accomplishing by September/October. Commission had previously agreed to dedicate park to Catherine.

REGULAR AGENDA

None

INFORMATION UPDATES/DISCUSSION ITEMS

A. Park Master Plan Update/Addendum - To include trails and recreation programming

Tony discussed desire of his and Loree Pryce's to develop a hiking trail map into the Parks Master Plan, which would be part of a RARE students job that we are currently interviewing for. Also part of the RARE position is to research and develop a plan to create a City recreation program utilizing City parks and facilities. Commission agreed those were good ideas.

STAFF UPDATES

- A. Stout Park lighting & power CIP project** – Tony advised that four electrical pedestals are being installed at Stout Park, which is being readied for the Art in Stout Park Festival, Aug 2 and 3rd, with 70 vendors. The lights poles will be installed in late August.
- B. OPRD grant application** – Tony advised that he had applied for two grants this year for Azalea Park, Phase I and neither had been granted. He plans to scale project down and reapply next year.
- C. Bench installation at Chetco Point Park** – On hold until WWTP slope stabilization project is complete, probably in September/October.

COMMISSIONER REPORTS/COMMENTS

Commissioner Kather – wondered if there had been any interest in installing exercise program functional movement equipment, like pull ups bars, balance beams, and/or a climbing wall in parks next to trails. Tony advised the idea had previously been discussed and could be pursued again. He believes there are areas in Azalea and Stout Park that could accommodate those items.

Commissioner Richey – is impressed with the parks and how many people are using them. He appreciates the effort that is being made by the group that is pursuing a new pool plan.

Tony advised the pool is doing well this summer and is being used more by the public and swim lesson programs filling up. Tony would like to schedule a walk-thru of Azalea Park with the Commissioners to review some projects that are planned for the area. Date to be determined.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:28 pm.

Respectfully submitted,

A handwritten signature in blue ink, reading "Patricia B. Brown", is written over a horizontal line.

Patricia Brown, Chair

(approved at September 25, 2014 meeting)

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)
MINUTES
Thursday – August 21, 2014

CALL TO ORDER

Meeting called to order at 4:04 PM

1. ROLL CALL

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

Also present: Mayor Ron Hedenskog, Public Works Admin Assistant Lauri Ziemer

2. APPROVAL OF MINUTES

Motion made to approve the minutes of May 15 2014; motion seconded and Commission voted; the motion carried unanimously.

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

3. PUBLIC COMMENTS

Two citizens advised that Bud Halliday's Carousel had been granted non-profit status and expressed their desire to have the carousel down at the port where it would be more visible. This item has not been brought before the commission or City Council for approval and no location has been determined.

4. ACTION ITEMS

a. Go Wild Rivers Coast Mobile App – Jim Laity did not appear to present the Go Wild App information. Skip advised that 1300 people had downloaded the app and 500 people are using it. He thought it was a great tool, but believes it is mainly for advertising and expensive. Thinks Pilot is competing with larger internet providers like Trip Advisor and doesn't know if app will reach enough people. No further action taken.

b. Radio Advertising Proposals – Joe Willett believes Radio Medford would provide the best coverage with a generic ad and customized tags at the end catered to the time of year and upcoming events. **Motion made by Bob Pieper to approve \$2128 in funding to Radio Medford with Joe Willett assisting with radio ads.** Committee thought to start advertising two weeks before any planned event such as Oktoberfest, Azalea Light Festival, or Crabfest and questioned if advertising had to be consecutive or could be staggered over three months for when events are planned. **Motion seconded and Commission voted; the motion carried unanimously.** Matter forwarded to the City Council.

c. Event Tent – Tim Patterson advised that the Event Tent proposal went before the Port Commission, but met with mixed reviews. Ted Fitzgerald to check further on an event tent that is owned by the Florence Chamber and how it is managed and report back to the Port within the next 30 days. Tim also got a proposal from a tent company in Canada that had smaller module connecting tents that might be considered. Ted would like to participate further with TPAC on tourism events with the Port and determine how many events might plan to use a tent. Barbara offered to contact business owners to find out if they would support a tent for possible use or events. Matter tabled until next months meeting.

5. INFORMATIONAL ITEMS

a. Rogue Relay – Ron Hedenskog advised that the City had been approached by Rogue Relay, a group that has conducted a large running event in June for the past two years and that currently ends in Gold Beach, about the possibility of ending the event at Azalea Park this year. They had requested a \$2500 sponsorship, park fees be waived, portable showers and a catered dinner. Ron indicated that Gold Beach is not happy with the proposed change. The City Council has agreed to contribute \$2500 and a waiver for park use fees. **Motion made by Bob Pieper to approve \$2500 sponsorship from Transient Occupancy Tax Revenues; motion seconded and Commission voted; the motion carried unanimously.** Matter pending upon hearing from Rogue Relay if they decide to change ending point to Azalea Park.

b. Budget Status – Committee reviewed revenue and expenses. Committee was advised that the Coastal Cooking Event by Ann Bouley has been canceled and the \$1000 event fees returned. Currently the remaining TPAC budget balance is \$21,800.45.

c. Festival of Arts Eval Form – Reviewed Evaluation form for the recent Festival of Art Event. Committee members who attended thought it was very successful and a very good location for the event. Tim asked if the group requested monies again next year if anyone thought the committee should approve the request and Candice stated she thought it would be approvable so that the event continues to grow and remains successful. Skip suggested developing a contact, mailing or email list to notify people of upcoming events and encourage tourism. Candice suggested a monthly calendar that is sent out to everyone on the website email list.

d. Branding – Ron Hedenskog brought up information he recently learned of about "Branding" local names and logos for possible income, committee agreed to discuss further a next meeting.

6. SCHEDULE NEXT MEETING - Next meeting scheduled for September 18th at 5:38 pm.

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

Respectfully submitted,



Tim Patterson, Chair

(approved at September 18, 2014 meeting)

CITY OF BROOKINGS
Public Arts Committee – August 18, 2014

To inspire art through visual presence and community education.

Present: Chair Judy May-Lopez, Destiny Schwartz, Scott Clapson (by telephone)

Also present: PW/DS Director Loree Pryce

Meeting called to order at 12:15 p.m. Motion made by Destiny and seconded by Scott to approve the July 7th minutes. Motion carried.

Old Business:

Scott reported he had talked with Michelle Pruden who has six students interested in mural projects. Judy will prepare a preliminary list and send out to the committee.

Salon Dolce: Destiny will check with Chelle if she talked with the building owner. Judy will check with contractor on feasibility and ease of separating fence from neighboring building.

Tim Patterson/movie theater metal fence: On hold as this may be going away.

Scott reported Kathleen Creswell working on the mural at the port; she had looked at mural possibilities for Kid's Zone and is interested in working with high school students.

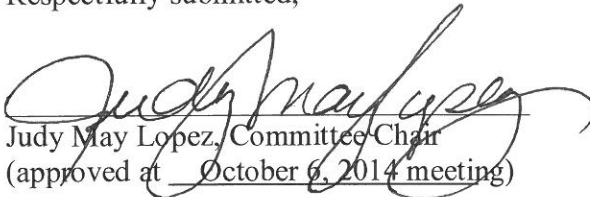
Scott reported Lynn Guile is not interested in the mural going up and down the building, only across. Judy will check into the use of a special truck to be used in this project.

Celito Lindo: - Scott continues talking with Maria on mural possibilities and has also talked with artist, Christine Olsen on this mural.

Loree reported there will be an upcoming City Council Workshop in September regarding downtown blight. She will also advise Vision Council and C.A.R.E.

Meeting adjourned at 11:29pm

Respectfully submitted,


Judy May Lopez, Committee Chair
(approved at October 6, 2014 meeting)

ACTION ITEMS:

Judy will prepare a preliminary list and sent out to the committee.

Judy will check with contractor on ease of separating building from fence.

Destiny will check with Chelle regarding conversation with building owner.

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/14	09/04/2014	73589	4939	BI- Mart Corporation	25-00-2005	137.48
09/14	09/04/2014	73590	5362	Brett Dresen	10-00-2005	600.00
09/14	09/04/2014	73591	313	Brookings Vol Firefighters	10-00-2005	2,250.00
09/14	09/04/2014	73592	715	Budge McHugh Supply	15-00-2005	3,285.62
09/14	09/04/2014	73593	5070	Canon Solutions America	10-00-2005	511.60
09/14	09/04/2014	73594	4988	Challenger Sports Corp	10-00-2005	200.00
09/14	09/04/2014	73595	164	Chambers South Inc	10-00-2005	155.08
09/14	09/04/2014	73596	3834	Clean Sweep Janitorial Service	25-00-2005	175.00
09/14	09/04/2014	73597	1745	Coastal Paper & Supply, Inc	10-00-2005	681.05
09/14	09/04/2014	73598	3844	Donna Colby-Hanks	10-00-2005	71.00
09/14	09/04/2014	73599	183	Colvin Oil Company	25-00-2005	5,541.00
09/14	09/04/2014	73600	173	Curry Equipment	25-00-2005	121.00
09/14	09/04/2014	73601	5042	Curry Health Network	61-00-2005	454.00
09/14	09/04/2014	73602	259	Da-Tone Rock Products	15-00-2005	931.86
09/14	09/04/2014	73603	5363	David C. Smith & Associates, INC	25-00-2005	3,515.00
09/14	09/04/2014	73604	5224	Department of Administrative Services	25-00-2005	900.00
09/14	09/04/2014	73605	1	Stephanie Burgess	20-00-2005	268.87
09/14	09/04/2014	73606	1	Phillip Pfaendler	20-00-2005	9.45
09/14	09/04/2014	73607	1	Beverly Schierenbeck	20-00-2005	34.23
09/14	09/04/2014	73608	1	Barbara Yates	20-00-2005	263.06
09/14	09/04/2014	73609	4357	Downtown Commerical Center	10-00-2005	720.00
09/14	09/04/2014	73610	2186	Ferguson	20-00-2005	96.33
09/14	09/04/2014	73611	153	Ferrellgas	25-00-2005	580.15
09/14	09/04/2014	73612	2954	Gardner Denver Inc	53-00-2005	9,520.00
09/14	09/04/2014	73613	5065	Gold Beach Lumber	15-00-2005	794.90
09/14	09/04/2014	73614	3961	Grizzly Fence & Construction	15-00-2005	983.80
09/14	09/04/2014	73615	139	Harbor Logging Supply	25-00-2005	1,347.90
09/14	09/04/2014	73616	199	Richard Harper	10-00-2005	300.00
09/14	09/04/2014	73617	5366	Holiday Inn Express Bend	10-00-2005	267.00
09/14	09/04/2014	73618	4526	Janell K. Howard	10-00-2005	315.18
09/14	09/04/2014	73619	994	Hughes Fire Equipment	10-00-2005	3,255.38
09/14	09/04/2014	73620	262	Kim Hunnicutt Court Reporting	10-00-2005	60.00
09/14	09/04/2014	73621	328	Les Schwab Tire Center	20-00-2005	158.13
09/14	09/04/2014	73622	4269	Milliman, Gary	10-00-2005	67.50
09/14	09/04/2014	73623	283	Muffler & More	10-00-2005	45.00
09/14	09/04/2014	73624	4893	National Diamond Enterprises, LLC	25-00-2005	413.00
09/14	09/04/2014	73625	685	Neilson Research Corporation	20-00-2005	405.00
09/14	09/04/2014	73626	4487	Net Assets Corporation	10-00-2005	250.00
09/14	09/04/2014	73627	5364	North Central Laboratories	25-00-2005	201.55
09/14	09/04/2014	73628	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
09/14	09/04/2014	73629	322	Postmaster	25-00-2005	850.00
09/14	09/04/2014	73630	2699	Public Works Supply	25-00-2005	215.35
09/14	09/04/2014	73631	612	Strahm's Sealcoat & Striping, INC	15-00-2005	3,120.00
09/14	09/04/2014	73632	142	Tidewater Contractors Inc	15-00-2005	531.50
09/14	09/04/2014	73633	5365	Zane Vanzelf	10-00-2005	163.00
09/14	09/04/2014	73634	861	Village Express Mail Center	10-00-2005	83.60
09/14	09/04/2014	73635	2122	Cardmember Service	10-00-2005	2,813.57
09/14	09/04/2014	73636	670	Western Equipment Distributors	10-00-2005	28.32
09/14	09/04/2014	73637	5003	Wild River Pizza	10-00-2005	96.30
09/14	09/04/2014	73638	4220	Woof's Dog Bakery	61-00-2005	46.99
09/14	09/09/2014	73639	5370	Alpha Omega Trucking LLC	10-00-2005	.00 V
09/14	09/09/2014	73640	5367	APCO International Membership	30-00-2005	.00 V
09/14	09/09/2014	73641	4734	Aramark Uniform Services	25-00-2005	.00 V

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount	
09/14	09/09/2014	73642	4363	Black & Rice LLP	10-00-2005	.00	V
09/14	09/09/2014	73643	5369	C.J. O'Neail & CO.	15-00-2005	.00	V
09/14	09/09/2014	73644	5070	Canon Solutions America	10-00-2005	.00	V
09/14	09/09/2014	73645	528	Caselle, Inc	25-00-2005	.00	V
09/14	09/09/2014	73646	3834	Clean Sweep Janitorial Service	10-00-2005	.00	V
09/14	09/09/2014	73647	5370	Alpha Omega Trucking LLC	10-00-2005	260.00	
09/14	09/09/2014	73648	5367	APCO International Membership	30-00-2005	120.00	
09/14	09/09/2014	73649	4734	Aramark Uniform Services	25-00-2005	136.16	
09/14	09/09/2014	73650	4363	Black & Rice LLP	10-00-2005	1,457.00	
09/14	09/09/2014	73651	5369	C.J. O'Neail & CO.	15-00-2005	875.00	
09/14	09/09/2014	73652	5070	Canon Solutions America	10-00-2005	186.87	
09/14	09/09/2014	73653	528	Caselle, Inc	25-00-2005	854.33	
09/14	09/09/2014	73654	3834	Clean Sweep Janitorial Service	10-00-2005	780.00	
09/14	09/09/2014	73655	822	Coast Auto Center	10-00-2005	658.90	
09/14	09/09/2014	73656	1740	Code Publishing Company Inc	10-00-2005	413.10	
09/14	09/09/2014	73657	1	Lisa Griffith	10-00-2005	205.00	
09/14	09/09/2014	73658	1	Darrell Mollica	10-00-2005	105.00	
09/14	09/09/2014	73659	5333	Double D Electric	50-00-2005	20,350.00	
09/14	09/09/2014	73660	153	Ferrellgas	25-00-2005	5.35	
09/14	09/09/2014	73661	529	Flora Pacifica Inc	75-00-2005	450.00	
09/14	09/09/2014	73662	5078	Geotechnical Resources, Inc	10-00-2005	2,570.00	
09/14	09/09/2014	73663	2814	Ron Hedenskog	10-00-2005	13.16	
09/14	09/09/2014	73664	4171	In-Motion Graphics	10-00-2005	3.90	
09/14	09/09/2014	73665	162	Kerr Hardware	15-00-2005	799.96	
09/14	09/09/2014	73666	5173	KOBI/KOTI-TV	10-00-2005	790.00	
09/14	09/09/2014	73667	5353	Land and Water Environmental Services	53-00-2005	500.00	
09/14	09/09/2014	73668	5368	Marineau and Associates	53-00-2005	9,600.00	
09/14	09/09/2014	73669	4498	Mauldin Electric	25-00-2005	280.00	
09/14	09/09/2014	73670	207	Quill Corporation	10-00-2005	962.37	
09/14	09/09/2014	73671	1840	Rogue Federal Credit Union	25-00-2005	1,140.72	
09/14	09/09/2014	73672	582	South Coast Office Supply	10-00-2005	48.87	
09/14	09/18/2014	73673	5046	911 Supply LLC	10-00-2005	476.83	
09/14	09/18/2014	73674	5015	Arthritis Foundation	10-00-2005	117.00	
09/14	09/18/2014	73675	4985	Bill Hamilton	10-00-2005	93.00	
09/14	09/18/2014	73676	4608	BMI	20-00-2005	95.00	
09/14	09/18/2014	73677	3015	Charter Communications	10-00-2005	84.90	
09/14	09/18/2014	73678	4928	CIS Trust	10-00-2005	16,267.66	
09/14	09/18/2014	73679	4977	Civic Plus	49-00-2005	5,376.70	
09/14	09/18/2014	73680	5191	Cloud Sherpas	49-00-2005	100.00	
09/14	09/18/2014	73681	5371	Comfort Suites Airport Salem	10-00-2005	273.90	
09/14	09/18/2014	73682	5259	CSA Planning, Ltd	10-00-2005	4,888.36	
09/14	09/18/2014	73683	284	Day Management Corp	30-00-2005	1,187.17	
09/14	09/18/2014	73684	5356	Delta Construction Co.	25-00-2005	569,938.99	
09/14	09/18/2014	73685	1	Ken Barkema	20-00-2005	10.52	
09/14	09/18/2014	73686	1	Ed Charlton	20-00-2005	187.27	
09/14	09/18/2014	73687	1	Myer, Andrew	20-00-2005	284.27	
09/14	09/18/2014	73688	1	Chris Sandefur	20-00-2005	194.99	
09/14	09/18/2014	73689	1	Kathleen Sloan	20-00-2005	48.62	
09/14	09/18/2014	73690	1	Chris Swick	20-00-2005	85.49	
09/14	09/18/2014	73691	5156	Desi's Tree Trimming	10-00-2005	450.00	
09/14	09/18/2014	73692	4876	D'sineZ	10-00-2005	920.00	
09/14	09/18/2014	73693	2640	Dyer Partnership Inc., The	25-00-2005	22,775.61	
09/14	09/18/2014	73694	2186	Ferguson	20-00-2005	8,912.12	
09/14	09/18/2014	73695	4646	Frontier	10-00-2005	20.12	
09/14	09/18/2014	73696	5078	Geotechnical Resources, Inc	25-00-2005	400.00	
09/14	09/18/2014	73697	154	Hagen's Dry Cleaners	10-00-2005	23.25	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/14	09/18/2014	73698	5372	Hallmark Inns & Resorts	61-00-2005	282.00
09/14	09/18/2014	73699	4171	In-Motion Graphics	10-00-2005	2.60
09/14	09/18/2014	73700	2397	International Code Council, Inc	10-00-2005	766.00
09/14	09/18/2014	73701	5373	Jef Hatch	10-00-2005	40.00
09/14	09/18/2014	73702	4493	Kyle Kennedy	61-00-2005	138.00
09/14	09/18/2014	73703	2	Anna Laca	10-00-2005	50.00
09/14	09/18/2014	73704	340	NFPA	10-00-2005	165.00
09/14	09/18/2014	73705	5375	Niemie Upholstery	10-00-2005	20.00
09/14	09/18/2014	73706	533	OCPDA	10-00-2005	100.00
09/14	09/18/2014	73707	5008	Online Information Services	10-00-2005	110.50
09/14	09/18/2014	73708	5374	Oregon Police Canine Association	61-00-2005	195.00
09/14	09/18/2014	73709	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
09/14	09/18/2014	73710	1920	Pitney Bowes, Inc	10-00-2005	288.38
09/14	09/18/2014	73711	3751	Proficient Automotive	10-00-2005	80.00
09/14	09/18/2014	73712	5376	Loren Rings	10-00-2005	124.36
09/14	09/18/2014	73713	5379	Sleep Inn & Suites Eugene	10-00-2005	94.05
09/14	09/18/2014	73714	5379	Sleep Inn & Suites Eugene	10-00-2005	94.05
09/14	09/18/2014	73715	246	Snook, LauraLee	10-00-2005	138.40
09/14	09/18/2014	73716	5378	Stagecoach Inn Motel	10-00-2005	74.90
09/14	09/18/2014	73717	5377	Andy Stubbs	10-00-2005	89.00
09/14	09/18/2014	73718	5380	Bryan Tillung	10-00-2005	124.36
09/14	09/18/2014	73719	5381	Amanda Travis	10-00-2005	40.00
09/14	09/18/2014	73720	906	Valley River Inn	10-00-2005	415.48
09/14	09/18/2014	73721	4475	Dusty Watson	61-00-2005	138.00
09/14	09/18/2014	73722	4825	Y-Bull Septic & Excavating, LLC	10-00-2005	270.00
09/14	09/23/2014	73723	5046	911 Supply LLC	10-00-2005	322.50
09/14	09/23/2014	73724	682	Al's Radio Shack	49-00-2005	47.97
09/14	09/23/2014	73725	5383	American Tractor Co.	20-00-2005	650.00
09/14	09/23/2014	73726	254	American Water Works Assn	20-00-2005	635.00
09/14	09/23/2014	73727	993	ATCO International	25-00-2005	220.00
09/14	09/23/2014	73728	3996	Beery Elsner & Hammond LLP	10-00-2005	2,305.50
09/14	09/23/2014	73729	2407	Blue Star Gas	10-00-2005	4,724.59
09/14	09/23/2014	73730	3622	Boardwalk Mail Services	25-00-2005	15.48
09/14	09/23/2014	73731	4788	BOLI	10-00-2005	215.00
09/14	09/26/2014	73732	416	Brookings Lock & Safe Co	25-00-2005	.00 V
09/14	09/23/2014	73733	4193	C & K Markets, Inc	10-00-2005	131.24
09/14	09/23/2014	73734	5239	Chris Fromme	10-00-2005	1,500.00
09/14	09/23/2014	73735	1740	Code Publishing Company Inc	10-00-2005	68.85
09/14	09/23/2014	73736	3844	Donna Colby-Hanks	10-00-2005	37.87
09/14	09/23/2014	73737	183	Colvin Oil Company	10-00-2005	3,464.20
09/14	09/23/2014	73738	4746	Curry County Treasurer	10-00-2005	1,066.16
09/14	09/23/2014	73739	166	Dan's Auto & Marine Electric	10-00-2005	371.88
09/14	09/23/2014	73740	259	Da-Tone Rock Products	15-00-2005	750.00
09/14	09/23/2014	73741	5382	Davis Wright Tremaine LLP	10-00-2005	6,596.50
09/14	09/23/2014	73742	1	American Cancer Society	10-00-2005	107.00
09/14	09/23/2014	73743	1	Gary & Doris Motta	20-00-2005	300.00
09/14	09/23/2014	73744	1	Tom Parks	10-00-2005	205.00
09/14	09/23/2014	73745	1	St. Timothy's Episcopal Church	10-00-2005	65.00
09/14	09/23/2014	73746	2640	Dyer Partnership Inc., The	53-00-2005	5,307.50
09/14	09/23/2014	73747	3342	Fastenal	10-00-2005	338.22
09/14	09/23/2014	73748	298	Freeman Rock, Inc	25-00-2005	1,468.61
09/14	09/23/2014	73749	4646	Frontier	30-00-2005	24.16
09/14	09/23/2014	73750	198	Grants Pass Water Lab	20-00-2005	288.00
09/14	09/23/2014	73751	1130	H.D. Fowler	20-00-2005	2,171.83
09/14	09/23/2014	73752	167	Hach Company	25-00-2005	717.72
09/14	09/23/2014	73753	139	Harbor Logging Supply	20-00-2005	92.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
09/14	09/23/2014	73754	2814	Ron Hedenskog	10-00-2005	59.65
09/14	09/23/2014	73755	2397	International Code Council, Inc	10-00-2005	125.00
09/14	09/23/2014	73756	4573	Methodworks	25-00-2005	550.00
09/14	09/23/2014	73757	4269	Gary Milliman	10-00-2005	464.60
09/14	09/23/2014	73758	424	Munnell & Sherrill	25-00-2005	32.34
09/14	09/23/2014	73759	1844	My-Comm, Inc	10-00-2005	80.50
09/14	09/23/2014	73760	329	New Hope Plumbing	10-00-2005	95.00
09/14	09/23/2014	73761	3935	Northern California Glove	25-00-2005	170.00
09/14	09/23/2014	73762	5155	Oregon Department of Revenue	10-00-2005	3,460.00
09/14	09/23/2014	73763	687	Owen Equipment Company	25-00-2005	406.10
09/14	09/23/2014	73764	187	Quality Fast Lube & Oil	10-00-2005	42.25
09/14	09/23/2014	73765	207	Quill Corporation	10-00-2005	411.64
09/14	09/23/2014	73766	380	Stadelman Electric Inc	10-00-2005	1,485.53
09/14	09/23/2014	73767	570	State of Oregon	10-00-2005	40.00
09/14	09/23/2014	73768	142	Tidewater Contractors Inc	20-00-2005	564.23
09/14	09/23/2014	73769	273	Traffic Safety Supply Co, Inc	15-00-2005	160.13
09/14	09/23/2014	73770	4542	Umpqua Bank Leasing	30-00-2005	47,689.78
09/14	09/23/2014	73771	990	UPS	20-00-2005	98.87
09/14	09/23/2014	73772	169	Waste Connections Inc	20-00-2005	364.75

Grand Totals:

819,961.27

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary