

City of Brookings

MEETING AGENDA

CITY COUNCIL/URBAN RENEWAL AGENCY

Monday, October 27, 2014, 7:00pm

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

The City Council will meet in **Executive Session at 6:00 PM**, in the City Manager's office, under the authority of ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Reappointment of Scott Clapson to the Public Art Committee. [pg. 3]
2. Appointment of Tom Bozack to the Parks and Recreation Committee. [pg. 6]

E. Ordinances/Resolutions

1. Ordinance 14-O-740, adding Section 8.15.045, Deteriorated condition, to the Brookings Municipal Code. [Building, Advance Packet]
2. Ordinance 14-O-739, adding Chapter 3.20, Tax on Sale of Marijuana and Marijuana Infused Products to the Brookings Municipal Code. [City Manager, Advance Packet]
3. Resolution 14-R-1047, setting tax rates on the sale of marijuana. [City Manager, pg. 9]
 - a. Resolution 14-R-1047 [pg. 10]

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

G. Staff Reports

1. Authorization to execute a Local Agency Agreement with the Oregon Department of Transportation for Railroad Street improvements from Wharf to Oak Street and grant match. [City Manager, pg. 11]
 - a. Location Map [pg. 13]
 - b. Street Section Detail [pg. 14]
 - c. Local Agency Agreement [pg. 15]

H. Consent Calendar

1. Approve Council minutes for October 13, 2014. [pg. 32]
2. Accept Parks and Recreation Commission minutes for September 18, 2014. [pg. 37]
3. Accept September 25, 2014 Tourism Promotion Advisory Committee minutes. [pg. 39]
4. Receive monthly financial report for September 2014. [pg. 41]
5. Approve cancellation of the second November and December Council meetings.

I. Remarks from Mayor and Councilors

J. Adjournment

URBAN RENEWAL AGENCY

A. Call to Order

B. Roll Call

C. Consent Calendar

1. Approve September 8, 2014 Agency minutes. [pg. 47]

D. Public Comments

E. Staff Reports

1. Facade Improvement Grant Program reinstatement consideration. [Executive Director, pg. 48]
 - a. Program overview [pg. 50]
 - b. URA Funding Availability and Use [pg. 51]
 - c. URA Project Review [pg. 53]

F. Agency Remarks

G. Adjournment

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

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



City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: (541) 469-2163 Fax: (541) 469-3650

www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: Scott Clapsan Date: 10-17-14
Physical Address: 92 Tanbark Circle Brookings, OR 97415
Mailing Address: 401 Fir street Brookings, OR 97415
Email Address: scottclapsan@yahoo.com Phone: 541-373-0187

PART II. Position Selection, Requirements and Restrictions: (Please answer all that apply)

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input checked="" type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? 2 (yrs/mths)

Are you a City elector (registered voter)? ☐ Yes ☒ No

3. **UGB residents:** How long have you lived in the UGB?: 2 (yrs/mths)

4. **What is your current occupation?** Admin. Asst.

NOTES:

(i) *Membership requirements:*

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

(ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) *Other restrictions:*

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

PART III. Background Information : *Attach additional pages if needed:*

1. List your **related** experience and/or background **to the position you are applying for:**

One year experience on Public Arts Committee
Design minor college
Co-organizer Portland State University Peace Bench
Vice Pres. of Class LA City College
Environmental Senator LA City College
Azalea Park Foundation

2. List your **work history and educational background**, as well as any volunteer experience that is **not** related to the position for which you are applying:

Visual Merchandising - crate & Barrel
Food Bank Events Coordinator
Admin. Asst. Pacific Beauty College
Earth Day Organizer LA City College

3. Briefly describe your **interest in this position** and what you **hope to accomplish:**

Public Art increases community pride.
Including people in community beautification
is a huge passion for me.

PART IV. Volunteer Agreement : *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☐ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Scott Chapson
Applicant (print name)

Scott Chapson
Applicant's Signature

10-17-14
Date

Bobette Heftrich
Witness (print name)

[Signature]
Witness's Signature

10-17-14
Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at http://www.oregon.gov/OGEC/forms_publications.shtml. Official forms are provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday–Friday.

Commission and Committee contact information:

Planning Commission: 541-469-1135
Parks and Recreation Commission: 541-469-1103
Traffic Safety Committee: 541-469-1103

Public Art Committee: 541-469-1135
Budget Committee: 541-469-1123
Tourism Promotion Advisory Committee
541-469-1101



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www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: Tomas Bozack Date: October 16, 2014

Physical Address: 1334 Heather Lane, Brookings, OR 97415

Mailing Address: 1334 Heather Lane, Brookings, OR 97415

Email Address: bozackt@gmail.com Phone: 541-254-0935

PART II. Position Selection, Requirements and Restrictions: (Please answer all that apply)

<u>1. Commission/Committee applying for:</u>	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input checked="" type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? 7/2 (yrs/mths)

Are you a City elector (registered voter)? ☒ Yes ☐ No

3. **UGB residents:** How long have you lived in the UGB?: N/A (yrs/mths)

4. **What is your current occupation?** Retired

NOTES:

(i) *Membership requirements:*

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

(ii) *Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) *Other restrictions:*

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

PART III. Background Information : *Attach additional pages if needed:*

1. List your **related** experience and/or background **to the position you are applying for:**

None

2. List your **work history and educational background**, as well as any volunteer experience that is **not** related to the position for which you are applying:

I'm a retired mechanical/aerospace engineer. I hold a bachelors of science degree in mechanical engineering from Michigan Technological University and a masters of science degree in mechanical engineering from Stanford University. I worked as an aerospace engineer for the U.S. Navy for 33 years as a technical manager responsible for the processing and analysis of flight test data and the development of complex integrated systems test scenarios. I previously served as the secretary of the Brookings Airport Advisory Committee for Curry County. I'm active in the Curry County Democratic Central Committee where I write position papers and manages the website (currydemocrats.org) and social media presence. I'm president of Curry Coast Community Radio Inc., an Oregon nonprofit corporation with the mission to establish a nonprofit community-supported radio station serving the Brookings-Harbor community.

3. Briefly describe your **interest in this position** and what you **hope to accomplish:**

I would like to help Brookings build on its strengths to make an even better environment for its residents and visitors, with special emphasis on quality of life and economic development. I believe that the future of Brookings lies in the diversification of its economic base by attracting new residents and compatible businesses through improved infrastructure, educational and recreational activities, and community aesthetics.

PART IV. Volunteer Agreement : *Please read and check off the following before signing:*

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

Tomas Bozack

Applicant (print name)




Applicant's Signature

10/16/14

Date

Anthony Baron

Witness (print name)



Witness's Signature

10/16/14

Date

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Public Art Committee: 541-469-1135

Budget Committee: 541-469-1123

Tourism Promotion Advisory Committee
541-469-1101

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 27, 2014

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution 14-R-1047 Setting Tax Rates on the Sale of Marijuana

Recommended Motion:

Motion to adopt Resolution 14-R-1047 Setting Tax Rates on the Sale of Marijuana.

Financial Impact:

Unknown.

Background/Discussion:

The City Council is scheduled to consider authorizing a tax on the sale of medical and recreational marijuana at the October 27 meeting. The proposed Ordinance would authorize the City Council to enact a tax rate of up to 5.0 per cent on the sale of medical marijuana and 15 per cent on the sale of recreational marijuana. The Ordinance authorizes the City Council to enact the actual tax rate by Resolution.

Resolution 14-R-1047 enacts the actual tax rates. The Resolution included in the packet provides for tax rates of five and 15 per cent respectively. If the City Council enacts the enabling ordinance, the City Council can set the tax rate at any percentage up to the maximums.

Note that the sale of recreational marijuana is not yet legal in Oregon and is the subject of a Measure on the November 4, 2014, statewide ballot.

The City Attorney has recommended that, if the City Council desires to enact a tax on the sale of medical marijuana, it should do so in advance of the November 4 election. There remains some question as to whether a local tax is permissible under the provisions of the Measure.

Attachment(s):

- a. Resolution 14-R-1047

CITY OF BROOKINGS
STATE OF OREGON

RESOLUTION 14-R-1047

A RESOLUTION OF THE CITY OF BROOKINGS, SETTING TAX RATES ON THE SALE OF MEDICAL MARIJUANA AND RECREATIONAL MARIJUANA IN THE CITY OF BROOKINGS.

WHEREAS, the City Council has adopted Ordinance 14-O-739, which adds Chapter 3.20, Tax on Sale of Marijuana and Marijuana infused products, to the Brookings Municipal Code; and

WHEREAS, said ordinance establishes that said tax shall be set by resolution of the City Council in amounts not to exceed five percent (5%) on the sale of medical marijuana and fifteen percent (15%) on the sale of recreational marijuana;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brookings, Oregon, that the following tax rates shall be established on the sale of marijuana products in the City of Brookings:

<u>Category</u>	<u>Tax Rate</u>
Medical Marijuana	5 percent (5%)
Recreation Marijuana	15 percent (15%)

BE IT FURTHER RESOLVED that said tax rates shall become effective on November 26, 2014.

Passed by the City Council _____, 2014.

Attest:

Mayor Ron Hedenskog


City Recorder Joyce Heffington


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 27, 2014

Originating Dept: PW/DS


Public Works/Development Services Director


City Manager Approval

Subject: Local Agency Agreement Multimodal Transportation Enhancement Program (MTEP) - Railroad Street from Wharf to Oak Street Improvements

Recommended Motion: Motion to authorize the City Manager to execute a local agency agreement with Oregon Department of Transportation (ODOT) for Railroad Street Improvements from Wharf to Oak Street and provide a total grant match of not more than \$1,000,000 using a combination of urban renewal, street system development and system replacement funds.

Financial Impact: The Railroad Street project improvements are estimated at \$3,010,000 whereby \$2,010,000 will be funded by federal and state funds and the remaining 33.22 per cent match of \$1,000,000 will be funded by the City of Brookings street system development, system replacement and urban renewal funds. This agreement requires the City's match to be paid in two installments, one for design and one for construction. The agreement does not define the amount of each payment. It is estimated that the design phase costs will be 25 per cent of the City's match or \$250,000. The urban renewal budget for this first phase of design cost match is \$362,771.

Background/Discussion: Railroad Street is a collector street and parallel to Highway 101 in the heart of downtown Brookings which has been the subject of needed attention for many years. The current condition of Railroad Street is dilapidated, lacking sidewalks and operating with narrow travel lanes, an inconsistent bicycle path, no turn lanes and open drainage ditches. Lighting is also an issue. We have had complaints about the senior community crossing at Oxford Lane. Our ADA community has expressed numerous concerns with this street including crossing at Oak Street and Railroad to get to the library.

The City applied for the 2015-2018 STIP Enhancement Project grant funding in November 2012. The project was reviewed by South West Area Commission on Transportation (SWACT) and ranked well throughout a multi-stage competitive process, ultimately receiving funding approval by the Oregon Transportation Commission.

The project is programmed for construction in calendar 2016. While ODOT plans to proceed with project design at this time, federal funding for construction has been delayed in the federal legislative process.

Management is also pursuing funding for a portion of the local match through the Oregon Infrastructure Authority and is reviewing possible financing of the local match as opposed to a cash payment.

Project benefits include;

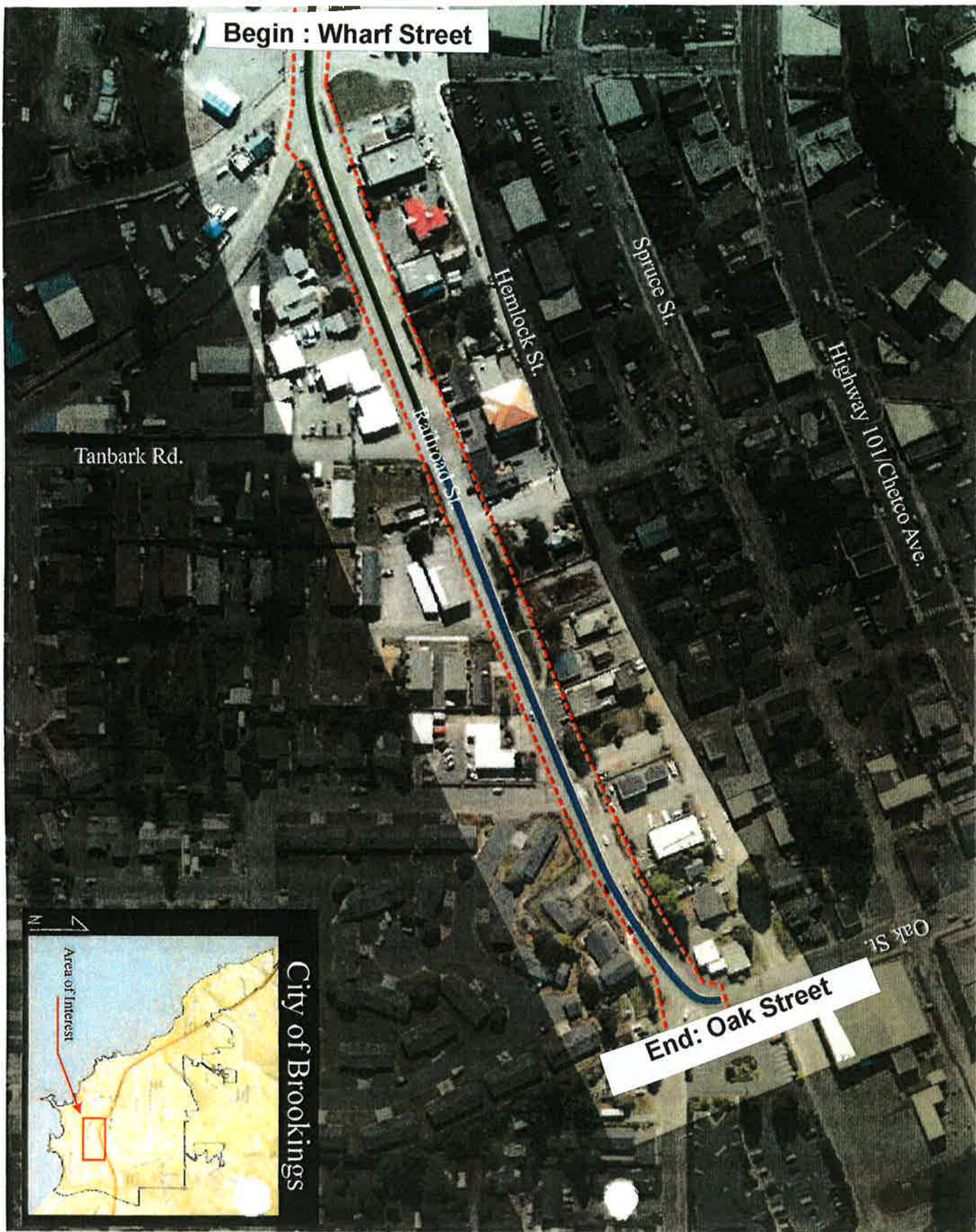
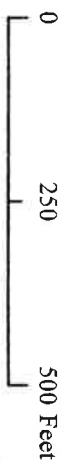
- Provide for improved vehicular, public transport, biking and pedestrian access as a parallel route to Highway 101.
- Americans with Disabilities (ADA) improvements
- Promote economic development and downtown revitalization by modernizing the street
- Provide an alternative scenic route for Oregon Coast bicyclists
- Improving the vehicular level of service will encourage more use thereby potentially reducing local traffic on Chetco Avenue.
- Provides safe route to school sidewalk improvements.

Letters of support for this project include the ODOT regional manager Darrin Neavoll, Brookings Harbor Chamber of Commerce, Curry Public Transit, Elks Lodge, former Brookings Merchant Association, Smith River Rancheria, Coos Curry Electric Cooperative, Brookings Planning Commission, and several members of the Disability Services Advisory Committee (DSAC).

Attachment(s):

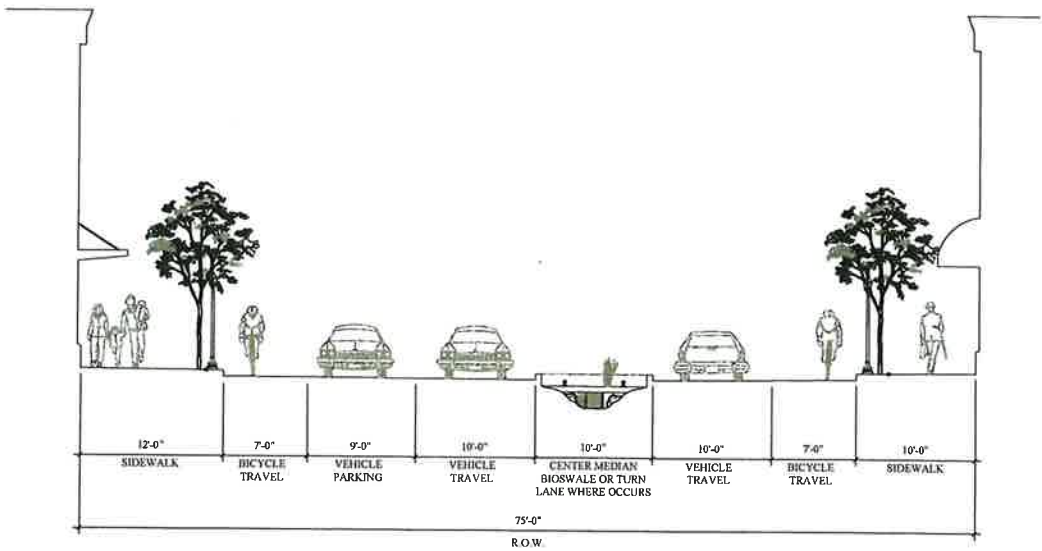
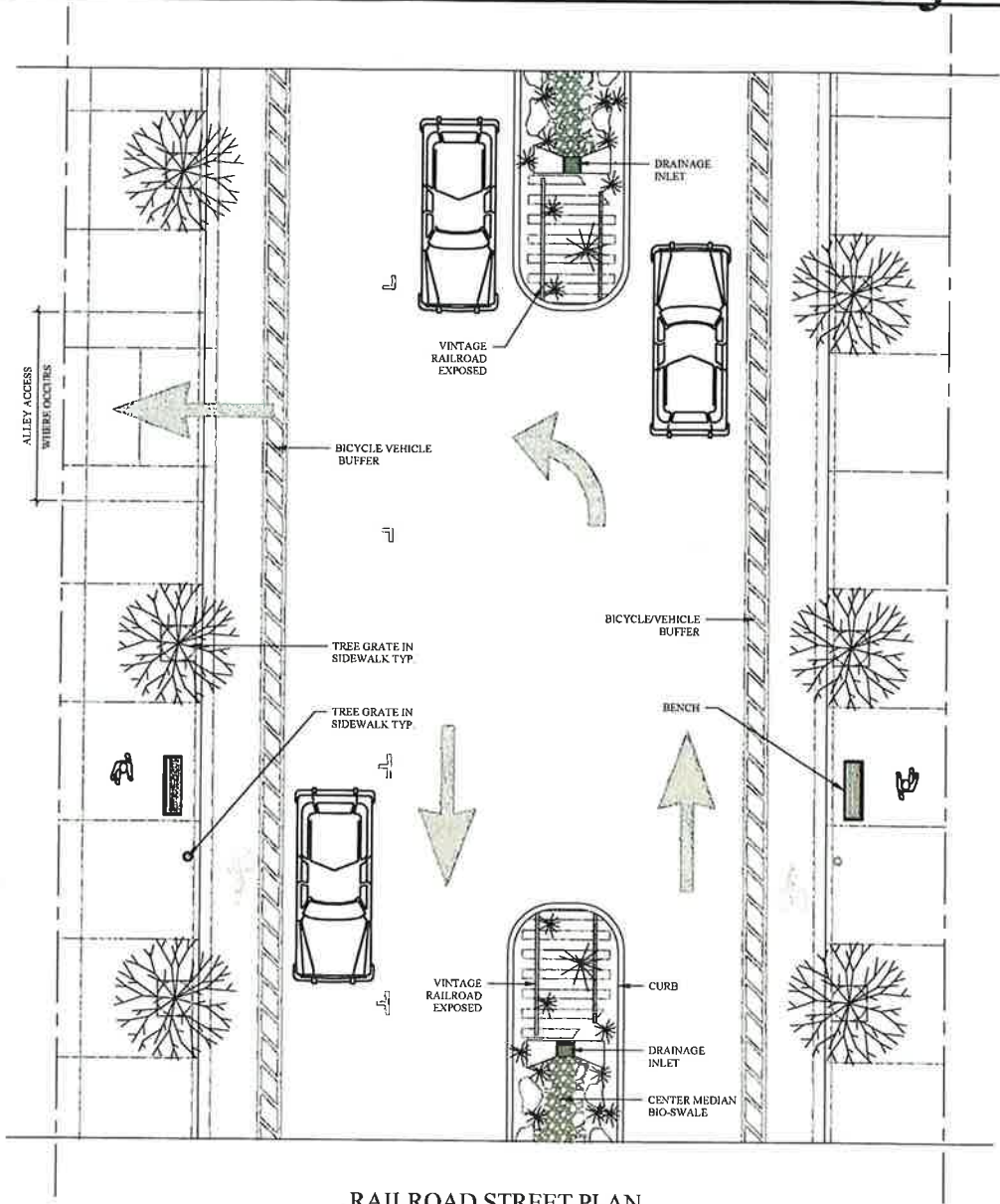
- a. Project location map
- b. Project street section detail
- c. Local Agency Agreement

Street Corridor Project





Railroad Street Corridor Project



**LOCAL AGENCY AGREEMENT
MULTIMODAL TRANSPORTATION ENHANCE PROGRAM (MTEP)
RAILROAD STREET: WHARF TO OAK STREET (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 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Railroad Street, Center Street and Oak Street are a part of the city street system under the jurisdiction and control of Agency.

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

DEFINITIONS

1. "Funding Ratio" means the relationship between MTEP funds and total project cost and Agency funds and the total project cost.
2. "MTEP" means Multimodal Transportation Enhance Program and may be funded by a combination of federal and state funds.
3. "Project Closeout" means project is ready to close as there are no more expenditures associated with project.
4. "Project Overruns" means the final cost estimate at contract award exceeds the estimated Total Project Cost estimate in this Agreement, or the final actual project costs exceed the final cost estimate at contract award.
5. "Project Underrun" means the final cost estimate at contract award is below the estimated Total Project Cost in this Agreement, or the final actual project costs are below the final cost estimate at contract award.
6. "Total Project Cost" means the estimated amount as show in this Agreement. This amount will include MTEP funds, local matching funds, and other funds as required to complete project as stated in this Agreement.

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree that State will construct improvements at Railroad Street between Center Street and Oak Street to include the following enhancement improvements: one lane in each direction with a bioswale median, sidewalks

and bike lanes on both sides of the street, illumination, and bus stops, on behalf of Agency, hereinafter referred to as "Project." The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The Project shall be conducted as a part of the Multimodal Transportation Enhance Program (MTEP) with funds provided under Title 23, United States Code and may include a combination of federal and state funds. The Total Project Cost is estimated at \$3,010,000.00, which is subject to change. Federal and State funding for this Project shall be limited to \$2,010,000.00. Agency shall be responsible for all remaining costs, including the local match and any non-participating costs, and all costs in excess of the available federal or state funds. The MTEP funding for this Project is 66.78% of the Total Project Cost. Agency funding for this Project is 33.22% of the Total Project Cost. The Funding Ratio for this Project is 66.78% MTEP funds to 33.22% Agency funds.
3. If, at the time of contract award or Project Closeout, the Project underruns the estimated Total Project Cost in this Agreement, MTEP funding provided by State and Agency funds will be obligated proportionally based on the 66.78%:33.22% funding ratio stated in paragraph 2 above. Any unused MTEP funds will be retained by State and will not be available for use by Agency for this Agreement or any other projects.
4. Project Overruns which occur at the time of contract award, and or at the time of Project Closeout are the responsibility of the Agency.
5. Project decisions regarding design standards, design exceptions, utility relocation expenses, right of way needs, preliminary engineering charges, construction engineering charges, and contract change orders, as applicable shall be mutually agreed upon between the Agency and the State, as these decisions may impact the Total Project Cost. However, State may award a construction contract at ten (10) percent (%) over engineer's estimate without prior approval of Agency.
6. Agency shall fulfill the match requirement in the form of a cash payment to State.
7. State will submit the requests for federal funding to Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed prior to acceptance by FHWA or outside the scope of work will be considered nonparticipating and paid for at Agency expense.
8. This Agreement is contingent upon an amendment to the Statewide Transportation Improvement Program (STIP) to add the Project or adjust funding and a subsequent approval by the Oregon Transportation Commission (OTC). If the STIP amendment does not occur, this Agreement shall be considered null and void.
9. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
10. 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.

11. This Agreement may be terminated by mutual written consent of both Parties.
12. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
13. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
15. Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
16. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not

contain the particular term or provision held to be invalid.

17. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
18. 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.
19. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. 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.
20. State Contact for this Agreement is Scott Adams, 3500 NW Stewart Parkway, Roseburg, OR 97470-1687, (541) 957-3636, Scott.adams@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
21. Agency's Contact for this Project is Loree Pyrce, Public Works/Development Services Director, 898 Elk Drive, Brookings, OR 97415, (541) 469-1138, lpyrce@brookings.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

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.

Signature Page to Follow

CITY OF BROOKINGS, by and through its
elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Agency 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 Contact:

Scott Adams
3500 NW Stewart Parkway
Roseburg, OR 97470-1687
(541) 957-3636
Scott.adams@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 3 Manager

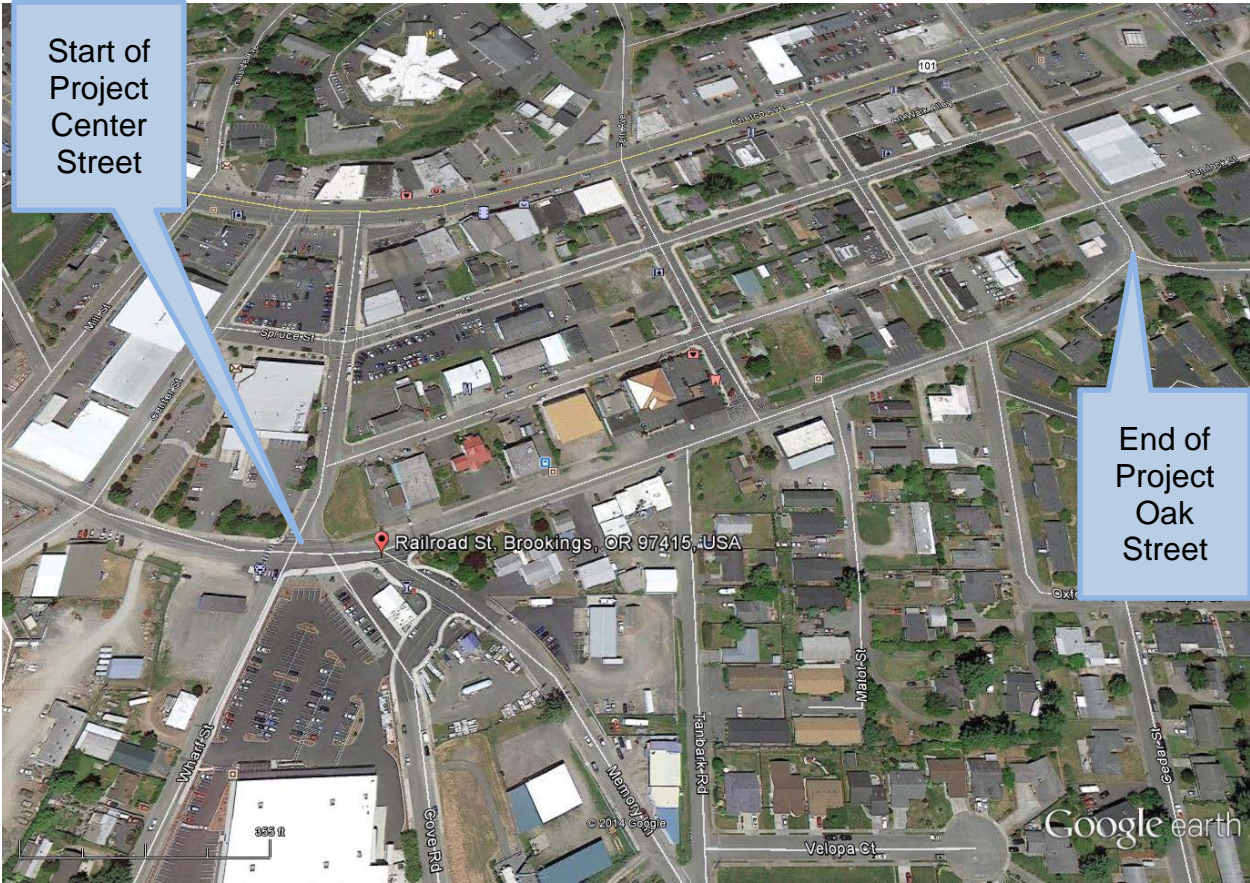
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

EXHIBIT A – Project Location Map



ATTACHMENT NO. 1 to Agreement No. 30278
SPECIAL PROVISIONS

1. State, or its consultant, shall conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, hydraulic studies, assist with acquisition of necessary right of way and easements; obtain all required permits and arrange for all utility relocations/adjustments. State or the consultant shall conduct all work components necessary to complete the Project.
2. Upon State's award of the construction contract, State, or the consultant, shall be responsible for all required materials testing and quality documentation; and prepare necessary documentation with ODOT-qualified personnel, and State will make all contractor payments. Contract administration, construction engineering and inspection will follow the most current version of the *ODOT Construction Manual* and the *ODOT Inspector's Manual*.
3. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.
4. State may make available the Region's On-Call Preliminary Engineering (PE), Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services, Agency agrees that State shall manage the work done by the consultant.
5. State will perform work throughout the duration of the Project and shall provide a preliminary estimate of State costs for this work. Prior to the start of each Project phase State shall provide an updated estimate of State costs for that phase. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per this Agreement.
6. State and Agency agree that the useful life of this Project is defined as twenty (20) years.
7. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
8. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach. Agency will be ineligible to receive or apply for any Title 23, United States Code funds until State receives full reimbursement of the costs incurred.
9. Maintenance responsibilities will survive any termination of this Agreement.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State or its consultant, with Agency involvement shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.

PROJECT FUNDING REQUEST

4. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, the consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

5. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (30278). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used,

State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using criteria in OMB CIRCULAR NO. A-133.

6. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State.
7. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

10. Agency shall follow requirements stated in the Single Audit Act. The requirements stated in the Single Audit Act must be followed by those local governments and non-profit organizations receiving five hundred thousand (\$500,000) or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "OMB CIRCULAR NO. A-133", requires local governments and non-profit organizations to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within three (3) months from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within three (3) months from date that costs are incurred. Final invoices submitted after the three (3) months shall not be eligible for reimbursement. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (Title 49 CFR part 18 subpart 42).
13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.

- b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the actual total cost of the Project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the total cost of the Project.

STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or the consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or the consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or State-owned facility any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design

exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.

19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or the consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.
20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, b) State-approved consultant, or c) certified agency. Engineering work will be monitored by State or certified agency to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, b) State-approved consultant or c) certified agency. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
22. Agency may request State's two-tiered consultant selection process as allowed by OAR 137-048-0260 to perform architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects. Use of the State's processes is required to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, Title 49 CFR part 18, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4) and State Personal Services Contracting Procedures as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the consultant prior to receiving authorization from State to proceed.
23. The party responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State or certified agency shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's or certified agency's award of a construction contract, State or certified agency shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test

Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

REQUIRED STATEMENT FOR United States Department of Transportation (USDOT) FINANCIAL ASSISTANCE AGREEMENT

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at http://www.oregon.gov/ODOT/CS/CIVILRIGHTS/pages/sbe/dbe/dbe_program.aspx#plan.

Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 18, 24 and 26; 2 CFR 225, and OMB

CIRCULAR NO. A-133, Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. State and the consultant, if any, agree that right of way activities shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or the consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be created by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. State or the consultant must receive written authorization to proceed from State's Right of Way Section prior to beginning right of way activities. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). State's Liaison shall contact State's Region Right of Way office for additional information or clarification on behalf of Agency.
34. Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
35. State or the consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
36. State and Agency grants each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

37. State or Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others. Agency may request State, in writing and, at Project expense, to provide railroad coordination and negotiations through the State's Utility & Railroad Liaison on behalf of Agency. However, State is under no obligation to agree to perform said duties.

UTILITIES

38. State, the consultant, or Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

39. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
40. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
41. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

42. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive

any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

43. 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.
44. 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.
45. 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.

ALTERNATIVE DISPUTE RESOLUTION

46. The Parties shall attempt in good faith to resolve any dispute arising out of this Project 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.

WORKERS' COMPENSATION COVERAGE

47. All employers, including Agency, that employ subject workers who work under this Project 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 five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

48. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, October 13, 2014, 7:00pm

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

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, Building Official LauraLee Snook, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Report Jane Stebbins and approximately 17 others, including three staff members.

Ceremonies/Appointments/Announcements

Mayor Hedenskog proclaimed October 23 through October 31 as Red Ribbon Week and October as Bullying Prevention Month.

City Manager Gary Milliman was presented with a plaque commemorating the renaming of the Emergency Operating Center as "The Gary Milliman Emergency Operating Center."

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

Bernie Lindley, Vicar. St. Timothy's Church, addressed Council regarding a recent incident with a homeless person and said the system is broken and the problem of housing and caring for the homeless belongs to everyone. He said he hoped the City could find a solution.

Ira Tozer, Brookings, addressed Council regarding the homeless issue and suggested that the City might provide igloo type shelters in a secluded place, or at the least lockers and padlocks so the homeless have some place to leave their belongings so they don't get stolen.

Staff Reports

Approval of language regarding unsightly conditions to be added to the nuisance chapter in the Brookings Municipal Code.

Building Official Snook provided the staff report.

Councilor Hodges said he didn't enjoy putting stipulations on other people's property but there were some situations where it was probably warranted.

Councilor McClain said the City had made a number of downtown improvements and an ordinance that allows the City to work with such properties was needed.

Councilor Pieper said Council would see how flawed this regulation is when the first few cases come through.

Councilor Hamilton said it was a good idea and would help keep the City looking good.

Mayor Hedenskog moved, a second followed and Council voted, 4-1, to approve the proposed language to create a new [Section] 8.15.045, [Chapter] 8.15, Nuisances, [adding unsightly conditions to the] Brookings Municipal Code, with "Yes" votes from Mayor Hedenskog and Councilors McClain, Hamilton and Hodges and a "No" vote from Council Pieper.

Award of bid for the Downtown Improvement Project Phase 3.

Building Official Snook presented the staff report and City Manager Milliman pointed out that Snook had taken on Public Works project management and was doing a great job.

Councilor McClain moved, a second followed and Council voted unanimously 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.

Authorization to funds the McVay Rock Open disc golf tournament as recommended by the Tourism Promotion Advisory Committee (TPAC).

City Manager Milliman gave the staff report and said that several visitors had asked where they could play Disc Golf at the City Hall Visitor Window.

Councilor McClain said this was the kind of event he was looking to fund.

Councilor Hamilton said he hoped it would turn out well, but he was concerned about the timing.

Councilor Hodges said any new event is good, but the funding seemed like "a big chunk of change," to him.

Councilor Hodges moved, a second followed and Council voted unanimously to allocate \$3,500 in Transient Occupancy Tax funds for the McVay Rock 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.

Authorization to expend Transient Occupancy Tax funds for the Central Building Centennial event as recommended by the Tourism Promotion Advisory Committee.

City Manager Milliman provided the staff report and added that the event organizers thought the "walking tour" brochures the funding would provide could be used year-round.

Carolyn Milliman, the event Chair, said they were already working on the event.

Councilor Hamilton said he thought \$2,000 was low for this event; funding should be at least \$3,000 as it's an important event for the City.

Councilor McClain said he didn't want to second guess TPAC's numbers and felt they had a reason for the amount they had recommended.

Councilor Pieper moved, a second followed and Council voted unanimously 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 the Mayor to execute related agreement with event organizers.

Authorization to pay Curry County for roadway and utility easements in connection with the Brookings Airport Infrastructure Project Easements.

City Manager Milliman presented the staff report, which was quite lengthy. Following is a brief summary of the report:

The project goal is to facilitate job creation and light industrial uses on the County-owned airport property with the secondary goal of improving disaster preparedness. The total estimated project cost is \$2,936,850 of which the Economic Development Agency (EDA) is paying \$1,762,110 and the Recipient's share (the City and County are co-applicants and co-recipients of the grant) is \$1,174,740, of which the City is paying the full amount.

The County has no financial obligation for the project.

The project had been progressing according to schedule until June, 2014, when, in response to the City's request that it provide necessary easements at no cost, the County informed the City that they would have to pay for any easement on airport property as the FAA had advised them that they needed to be compensated for the easements at full market value and the easements needed to receive FAA approval.

City staff and legal counsel reviewed the pertinent FAA regulations and, based upon their review, requested that the County seek a waiver from FAA. The County declined to submit a waiver, but said it would be open to the idea of receiving in-kind services, such as sewer and water connections, in lieu of payment. The City declined to provide in-kind services, citing the need to closely monitor and track actual costs for reporting and audit purposes.

During this same time period, the County asked for a site visit so they could "visualize" the project. The visit required advance staking, the cost of which was \$23,800. The EDA approved a 60% payment of this cost; the City would pay the remaining 40% and the full cost (\$9,600) of the appraisals.

The County approved a new easement location on September 17 and on September 24 City staff submitted it to the FAA for approval.

Also in September, Commissioner Itzen, without noticing the City, contacted South Coast Lumber to request that they log a tract of County property as a "good faith contribution" to the project in return for ingress/egress access across airport property. South Coast Lumber had requested the easement as a "quid pro quo" for providing the reservoir site and ingress/egress access to the project.

It is staff's position that it is inappropriate for South Coast Lumber to provide any form of payment for the easement when they have already provided, at no cost, easements on their property for the road, water pipeline and tank site. Moreover, it is inconsistent with the City's understanding with South Coast Lumber and the County that, if the County insisted on being paid for the easement, the City would pay the County on South Coast's behalf.

The resulting five month delay in securing easement approvals from the County, as well as the additional design work that will be required by the realignment, resulted in the City requesting the EDA to extend construction bidding to early spring of 2015.

Mayor Hedenskog said he never saw this coming and found it quite disconcerting. He then asked Commissioner Susan Brown if she'd like to make any comment.

Brown said she was frustrated as well; there should have been a way to get this done sooner. She said the information she receives from the other commissioners is very spotty.

Councilor Hodges said he found it frustrating that the County seems to forget that City residents also pay County taxes.

Brown said they needed to do a better job of working together on something like this.

Councilor McClain gave Brown "props" for showing up at the meeting and said that the project was a benefit to entire county. He said the City had 25% of the County's residents who were paying the full cost [of the Recipient's portion] of the project. He said he considered it extortion by the County to require that they pay for the easements, but someone needed to act like an adult.

Councilor Hamilton said the project had great potential to provide additional revenue for the City and County.

Milliman said, for the record, that the potential for this \$2.9 million project in new development is very good and that a new business had been in contact with the Building Official with the potential to hire up to 20 employees.

Mayor Hedenskog moved, a second followed and Council voted unanimously 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 the South Coast Lumber Company in connection with the Brookings Airport Infrastructure Project.

Resolutions

Resolution 14-R-1046, approving a Change of Control from Charter Communications, Inc. to Comcast Communications for the Cable Television Franchise Agreement.

City Manager Milliman gave the staff report and pointed out that the latest revision to the resolution, which was provided to the Council and the public on Friday, incorporated all of the changes requested by Charter, except one...a change that would provide that Charter was in full compliance. Milliman said that they are not in compliance, as they never provided all of the PEG channels specified in the franchise agreement. He said that, after five years if negotiations, Charter wanted a nice clean change over and if they Council did not approve the Resolution, the change automatically go through. Milliman said he recommended that Council adopt the resolution.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 18-R-1046, approving a Change of Control from Charter Communications, Inc. (dba Falcon Telecable) to Comcast Communications for the Cable Television Franchise Agreement.

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.

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

Adjournment

Councilor Pieper moved, a second followed and Council voted unanimously by voice vote to adjourn at 9:02 PM.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2014:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
September 25, 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 Garth Richey, Don Vilelle and Chair Patricia Brown. Commissioner Kather arrived at @7:15

Also present: Parks/Tech Services Supervisor Tony Baron, Mayor Ron Hedenskog, Public Work Director Loree Pryce and several members of the public

APPROVAL OF MINUTES

A. Motion made to approve the minutes of July 24, 2014 as written; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES

Mayor Ron Hedenskog – thanked the Commissioners for volunteering and for their work on the Parks and Recreation Commission. He advised that he and City staff have been collaborating with the non-profit organization, Friends of Brookings-Harbor Aquatic Center (FBHAC) that is trying to build a community recreation center with a pool and gymnasium to research the possibility of establishing the recreational facility with them in Brookings. He and staff have visited different facilities along the coast and in Grants Pass that are run and maintained by different entities including City run, Park District managed and in cooperation with the YMCA. He advised grants are available to assist in the process of planning/building a facility. He would like to request the support of the Parks and Recreation Commission to develop such a community recreation center with the assistance of City staff and FBHAC and proposed that the next meeting of the Parks and Recreation Commission be a joint meeting with the FBHAC and staff. Commission agreed to scheduling the meeting in October.

Public Works Director Loree Pryce also appeared to request the support of the Parks and Recreation Commission in the development of a community recreational facility.

REGULAR AGENDA

A. A Carousel in Azalea Park – Tony Baron introduced Bud Halliday and Marion Roberts, who have formed a non-profit group that has expressed interest in locating a Carousel in Azalea Park near KidTown. They are asking for use of the land in Azalea Park in the form of a lease and would maintain the facility and area. The carousel will have to be enclosed to protect it and the suggested area is to the left of KidTown restrooms. They will be conducting fundraising to raise funds to purchase a used carousel at first and will replace the horses with hand carved sea creatures as time goes by to create a sea themed carousel with local area history backboards. They plan to charge to ride \$1.50 to the carousel and believe the costs would cover the maintenance. They do not know the exact cost of a carousel yet and enclosure yet. Bud Halliday advised that they will advertise the carousel and believes it will become a tourist attraction and improve the economy to the area. Connie Hunter of Brookings believes developing a cultural asset such as the carousel will bring tourism and money to the community. **Motion made by Garth Richey to recommend the suggested area of Azalea Park location to the City Council, motion seconded by Commission Vilelle and Commission voted; the motion carried unanimously.** Matter forwarded to the City Council.

B. Memorial Benches in Azalea Park – Tony Baron presented proposal to install two granite memorial benches in Azalea Park from Meg and Mike Claflin near the Capella, dedicated in memory to William and Maggie Graham. Commissioners questioned if benches in Azalea Park were subject to vandalism, Tony Baron advised that yes, but granite benches may not be as prone to vandalism. **Motion made by Garth Richey to approve the benches as proposed in the bench proposal, motion seconded by Commission Vilelle and Commission voted; the motion carried unanimously.**

INFORMATION UPDATES/DISCUSSION ITEMS

A. INTRODUCE RARE PARTICIPANT - Tony Baron introduced Austin Dunn, the 2014-15 RARE (Resource Assistance for Rural Environment) employee. He will be assisting the Public Works department for the next eleven months with several projects. He is currently developing a work plan for the native azaleas in Azalea Park with a map location for each azalea and their current condition/appearance to create a long term management plan for the azaleas. So far he has mapped approximately 500 azaleas. Austin advised he is also working on a project of connecting walking trails in the City such as Mill Beach to Chetco Point and Tanbark.

Linda Bozack of Brookings spoke that she liked the idea of trail connectivity and wondered if public access would be available at Rainbow Rock to make an accessible beach trail. The current one is used by surfers and not maintained. Commissioners questioned if the area was in the city limits, they were advised it is, but that it is probably ODOT right of way and further research would have to be done if a possible agreement could be worked out with ODOT.

STAFF UPDATES

A. November 20th meeting date has been changed to October 16th, which will be a co-meeting with the FBHAC to discuss the collaboration of the community recreational facility.

COMMISSIONER REPORTS/COMMENTS

Commissioner Vilelle – asked where the rocks were that had been placed at Boulder Park (Alder Street) and why the boulders were moved after the Commission had voted to keep them there. Tony Baron advised they had been relocated to Azalea Park as new sidewalks, curbs and gutters are being installed on Alder Street on one side. The rocks originally had been placed there to stop cars from parking in the right of way and the area is not officially a park, but some consider it a pocket park. Since being placed staff has discovered the rocks are breaking up and the smaller rocks cause problems when mowing the area.

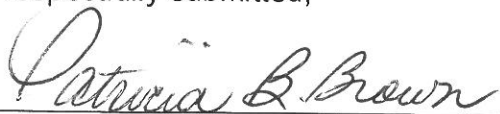
Commissioner Richey – pleased that there is an effort being made to possibly expand the pool and create a recreational facility.

Chair Brown – agreed that a recreational facility would be a great benefit to community for children since the recent closing of the bowling alley.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:50 pm.

Respectfully submitted,



Patricia Brown, Chair

(approved at October 16, 2014 meeting)

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)
MINUTES
Thursday – September 18, 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: Public Works Admin Assistant Lauri Ziemer until 5:40, at which time Gary Milliman arrived to conduct meeting

2. APPROVAL OF MINUTES

Motion made to approve the minutes of August 21, 2014; motion seconded by Barbara Ciaramella and Commission voted; the motion carried unanimously.

The Committee unanimously agreed to add the McVay Rock Disc Golf Event Proposal to the agenda as item 4c which was provided too late to be on the printed agenda.

3. PUBLIC COMMENTS

Joe Willett commented on the recent Amgen Bicycle ride and the possibility of Gold Beach convincing them to finish in Gold Beach next year.

4. ACTION ITEMS

a. Central Building Centennial Event Proposal – Carolyn Milliman and Eldon Gossett presented proposal requesting \$5000 for the Central Building 100th Centennial Celebration planned for the weekend of February 27- March 1, 2015. They plan to involve the arts community, schools, businesses and the whole community along with individuals from Brookings, SD and the Brookings Institute. Requesting TPAC funds for event activities, advertising, signs and walking tour brochures. Several organizations have already committed to being involved. Committee questioned that the \$5000 request is over the amount allowed and that it is a one time event. Carolyn indicated that it is a one time occasion but hopes the event might generate interest to form a Brookings Historical group that would continue on with the walking tour and plan other events; and that the dollar amount requested was just a starting point. Committee agreed to wait until second event proposal was heard before voting.

b. Event Tent – Tim advised the event tent is on hold with the port, so no new info.

c. McVay Rock Disc Golf Event Proposal – Shane Stephens and Ron Cole presented proposal requesting \$4000 for a professional Disc Golf Tournament scheduled for January 17, 2015. The course at McVay Park is being expanded and will be finished by the tournament; none of the funds requested will be used for the course construction. Committee questioned number of participants, where they would be coming from, and if weather would affect the event. Advised they expect @75 participants coming from Coos Bay, Gold Beach, Grants Pass, and Crescent City and weather does not affect the event, will happen rain or shine. They advised that a large purse prize payout will draw players to the tournament. Gary provided information on a disc golf course in Grangeville, ID and the growing popularity of the event. Ron advised of other locations in the area that are interested in developing courses for the south coast that would help attract the next generation of tourists to the area for these type of tournaments.

After listening to both proposals and reviewing the budget and possible future event proposals, **Motion made by Candice Michel to grant \$3500 to the McVay Rock Disc Golf Tournament towards their inaugural tournament; motion seconded by Barbara Ciaramella.** Discussion included requesting the group contact local motels/hotels for special rates to encourage participants to stay in Brookings city motels. **The Commission voted; the motion carried unanimously.** Matter forwarded to the City Council.

Motion made by Candice Michel to grant \$2500 to the Central Building Centennial Event proposal as a major sponsor, motion seconded by Bob Pieper and Commission voted; the motion carried unanimously. Matter forwarded to the City Council.

5. INFORMATIONAL ITEMS

a. John Roberts – provided information and his point of view as a tour guide last March for a group of @19 Japanese tourists composed of private land, mill owners and a Forestry Coop group who came to see the Redwoods and stayed in Crescent City. He said the group expressed belief that more tourists would be interested in coming to visit the area. Difficulties arose with transportation, between airport landings and bus availability in the area. He believes that if there was some sort of local bus ground transportation available there is a potential market to bring tourists to the Brookings area and schedule events that could be arranged for them to stay several more days. Tim suggested the Senior Center bus, and John indicated that buses must be properly licensed and insured for tourist groups.

b. Branding – not discussed.

c. Expense Report – Committee reviewed revenue and expenses.

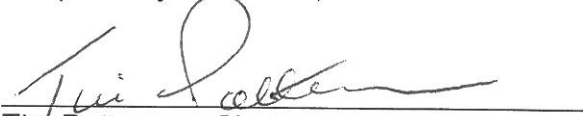
d. Radio Contract – Gary advised that the radio contract has been secured and they are preparing draft scripts for the ads. Committee questioned who is to oversee the advertising work, Gary advised he is and will review the ads with Joe Willett. Contract is for four consecutive months starting in October.

Committee would like to talk about a Brookings brochure and Barbara suggested a showcase type event for local businesses. Items to be discussed at next meeting

6. SCHEDULE NEXT MEETING - Next meeting scheduled for October 16th at 4:00 pm.

7. ADJOURNMENT - With no further business before the Committee, the meeting adjourned at 5:42 pm.

Respectfully submitted,



Tim Patterson, Chair

(approved at October 16, 2014 meeting)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,503,742.00	51,787.21	141,141.90	2,362,600.10	5.6
LICENSES AND PERMITS	96,000.00	7,104.89	23,538.23	72,461.77	24.5
INTERGOVERNMENTAL	242,600.00	9,538.76	58,920.69	183,679.31	24.3
CHARGES FOR SERVICES	135,000.00	3,160.90	30,772.68	104,227.32	22.8
OTHER REVENUE	158,500.00	1,938.01	10,730.39	147,769.61	6.8
TRANSFERS IN	257,058.00	.00	.00	257,058.00	.0
	3,392,900.00	73,529.77	265,103.89	3,127,796.11	7.8
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	37,664.00	1,106.01	3,833.63	33,830.37	10.2
MATERIAL AND SERVICES	8,770.00	300.00	1,557.86	7,212.14	17.8
CAPITAL OUTLAY	500.00	.00	.00	500.00	.0
	46,934.00	1,406.01	5,391.49	41,542.51	11.5
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	157,114.00	13,152.99	41,029.41	116,084.59	26.1
MATERIAL AND SERVICES	87,000.00	11,027.79	29,686.00	57,314.00	34.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	244,114.00	24,180.78	70,715.41	173,398.59	29.0
POLICE:					
PERSONAL SERVICES	1,869,075.00	158,394.19	462,088.39	1,406,986.61	24.7
MATERIAL AND SERVICES	156,700.00	5,913.38	35,457.63	121,242.37	22.6
CAPITAL OUTLAY	55,150.00	14,306.93	14,465.84	40,684.16	26.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	2,080,925.00	178,614.50	512,011.86	1,568,913.14	24.6
FIRE:					
PERSONAL SERVICES	156,751.00	13,745.91	39,194.20	117,556.80	25.0
MATERIAL AND SERVICES	102,500.00	8,730.32	25,758.47	76,741.53	25.1
CAPITAL OUTLAY	45,519.00	.00	.00	45,519.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	304,770.00	22,476.23	64,952.67	239,817.33	21.3
PLANNING AND BUILDING:					
PERSONAL SERVICES	184,477.00	14,847.19	44,489.71	139,987.29	24.1
MATERIAL AND SERVICES	46,400.00	9,326.42	22,806.93	23,593.07	49.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	230,877.00	24,173.61	67,296.64	163,580.36	29.2

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PARKS & RECREATION:					
PERSONAL SERVICES	139,799.00	11,502.96	34,446.95	105,352.05	24.6
MATERIAL AND SERVICES	47,900.00	4,466.18	16,103.35	31,796.65	33.6
CAPITAL OUTLAY	18,550.00	.00	7,493.06	11,056.94	40.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	206,249.00	15,969.14	58,043.36	148,205.64	28.1
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	163,459.00	12,624.04	36,585.06	126,873.94	22.4
MATERIAL AND SERVICES	30,800.00	1,304.03	6,785.14	24,014.86	22.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	194,259.00	13,928.07	43,370.20	150,888.80	22.3
SWIMMING POOL:					
PERSONAL SERVICES	57,107.00	5,590.40	37,596.82	19,510.18	65.8
MATERIAL AND SERVICES	46,100.00	5,634.51	18,970.01	27,129.99	41.2
CAPITAL OUTLAY	10,000.00	.00	2,533.14	7,466.86	25.3
	113,207.00	11,224.91	59,099.97	54,107.03	52.2
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	141,000.00	5,143.99	29,251.92	111,748.08	20.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	242,000.00	.00	.00	242,000.00	.0
CONTINGENCIES AND RESERVES	618,565.00	.00	.00	618,565.00	.0
	1,001,565.00	5,143.99	29,251.92	972,313.08	2.9
	4,422,900.00	297,117.24	910,133.52	3,512,766.48	20.6
	(1,030,000.00)	(223,587.47)	(645,029.63)	(384,970.37)	(62.6)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	846,000.00	117,710.78	174,714.29	671,285.71	20.7
OTHER REVENUE	13,800.00	15,398.65	15,398.65	(1,598.65)	111.6
TRANSFER IN	.00	.00	.00	.00	.0
	<u>859,800.00</u>	<u>133,109.43</u>	<u>190,112.94</u>	<u>669,687.06</u>	<u>22.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	173,796.00	14,480.74	42,328.20	131,467.80	24.4
MATERIAL AND SERVICES	181,800.00	11,198.66	30,249.12	151,550.88	16.6
CAPITAL OUTLAY	561,300.00	697.78	1,118.34	560,181.66	.2
TRANSFERS OUT	26,047.00	.00	.00	26,047.00	.0
CONTINGENCIES AND RESERVES	100,857.00	.00	.00	100,857.00	.0
	<u>1,043,800.00</u>	<u>26,377.18</u>	<u>73,695.66</u>	<u>970,104.34</u>	<u>7.1</u>
	<u>1,043,800.00</u>	<u>26,377.18</u>	<u>73,695.66</u>	<u>970,104.34</u>	<u>7.1</u>
	<u>(184,000.00)</u>	<u>106,732.25</u>	<u>116,417.28</u>	<u>(300,417.28)</u>	<u>63.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,459,500.00	153,908.69	467,359.07	992,140.93	32.0
OTHER INCOME	9,000.00	5,885.22	10,910.48	(1,910.48)	121.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,468,500.00</u>	<u>159,793.91</u>	<u>478,269.55</u>	<u>990,230.45</u>	<u>32.6</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	388,826.00	33,462.37	99,897.18	288,928.82	25.7
MATERIAL AND SERVICES	192,900.00	11,202.67	42,309.00	150,591.00	21.9
CAPITAL OUTLAY	79,900.00	11,529.22	15,069.44	64,830.56	18.9
	<u>661,626.00</u>	<u>56,194.26</u>	<u>157,275.62</u>	<u>504,350.38</u>	<u>23.8</u>
WATER TREATMENT:					
PERSONAL SERVICES	271,466.00	21,782.43	63,174.04	208,291.96	23.3
MATERIAL AND SERVICES	176,200.00	2,718.43	37,146.42	139,053.58	21.1
CAPITAL OUTLAY	24,900.00	2,617.10	3,082.32	21,817.68	12.4
TRANSFERS OUT	909,702.00	.00	.00	909,702.00	.0
CONTINGENCIES AND RESERVES	134,606.00	.00	.00	134,606.00	.0
	<u>1,516,874.00</u>	<u>27,117.96</u>	<u>103,402.78</u>	<u>1,413,471.22</u>	<u>6.8</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,178,500.00</u>	<u>83,312.22</u>	<u>260,678.40</u>	<u>1,917,821.60</u>	<u>12.0</u>
	<u>(710,000.00)</u>	<u>76,481.69</u>	<u>217,591.15</u>	<u>(927,591.15)</u>	<u>30.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<hr/>					
REVENUE					
<hr/>					
SOURCE 03	307,213.00	.00	.00	307,213.00	.0
CHARGES FOR SERVICES	2,952,000.00	248,187.75	755,651.33	2,196,348.67	25.6
OTHER REVENUE	1,000.00	.00	.00	1,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	3,260,213.00	248,187.75	755,651.33	2,504,561.67	23.2
<hr/>					
EXPENDITURES					
<hr/>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	486,747.00	38,747.16	114,028.77	372,718.23	23.4
MATERIAL AND SERVICES	239,600.00	6,541.37	37,326.07	202,273.93	15.6
CAPITAL OUTLAY	24,900.00	2,617.10	3,082.32	21,817.68	12.4
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	751,247.00	47,905.63	154,437.16	596,809.84	20.6
<hr/>					
WASTEWATER TREATMENT:					
PERSONAL SERVICES	466,212.00	36,846.50	108,741.92	357,470.08	23.3
MATERIAL AND SERVICES	510,600.00	5,661.85	64,770.75	445,829.25	12.7
CAPITAL OUTLAY	982,113.00	584,468.02	727,740.34	254,372.66	74.1
TRANSFERS OUT	1,172,453.00	.00	.00	1,172,453.00	.0
CONTINGENCIES AND RESERVES	227,588.00	.00	.00	227,588.00	.0
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	3,358,966.00	626,976.37	901,253.01	2,457,712.99	26.8
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	4,110,213.00	674,882.00	1,055,690.17	3,054,522.83	25.7
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	(850,000.00)	(426,694.25)	(300,038.84)	(549,961.16)	(35.3)
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2014

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	540,810.00	5,361.74	12,455.53	528,354.47	2.3
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	.00	.00	500.00	.0
	<u>541,310.00</u>	<u>5,361.74</u>	<u>12,455.53</u>	<u>528,854.47</u>	<u>2.3</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	.00	70,000.00	.0
CAPITAL OUTLAY	378,771.00	450.00	450.00	378,321.00	.1
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	432,539.00	.00	.00	432,539.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>881,310.00</u>	<u>450.00</u>	<u>450.00</u>	<u>880,860.00</u>	<u>.1</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>881,310.00</u>	<u>450.00</u>	<u>450.00</u>	<u>880,860.00</u>	<u>.1</u>
	<u>(340,000.00)</u>	<u>4,911.74</u>	<u>12,005.53</u>	<u>(352,005.53)</u>	<u>3.5</u>

City of Brookings

URBAN RENEWAL AGENCY MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, September 8, 2014

Call to Order

Chair Hedenskog called the meeting to order at 10:39 PM.

Roll Call

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

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

Others present: Curry Coastal Pilot Report Jane Stebbins and approximately one other.

Consent Calendar

1. Approve June 23, 2014 Agency minutes.

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

Staff Reports

Funding request from NAPA for a facade improvement project in the amount of \$20,000.

Executive Director Gary Milliman presented the staff report.

Chair Hedenskog said \$20,000 was peanuts. The Agency would have to take money from a larger project, he said, but he was willing to do it.

Director Pieper said it would be inappropriate not to open it up to everyone and \$20,000 for one building was a big chunk of change. If Council passed a blight ordinance, he said, the same property owner would have to make repairs under an abatement notice. Pieper suggested taking it to a workshop.

Director McClain agreed it should be sent to a workshop and if they decided to do it, they needed to do it fairly.

Director Hamilton agreed and said he would need to see more detail before making any commitment.

Director Hodges also agreed and said if it's done, it needed to be open to everyone.

Milliman said he would bring it to the October workshop.

Adjourn

Chair Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 10:51 PM.

Respectfully submitted:

ATTESTED:

this ____ day of _____ 2014:

Ron Hedenskog, Chair

Joyce Heffington, City Recorder


CITY OF BROOKINGS

URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: October 27, 2014

Originating Dept: Executive Director



(Signature (submitted by))

Executive Director Approval

Subject: Reinstatement of Façade Improvement Grant Program

Recommended Action:

Motion to defer consideration of funding for reinstatement of Façade Improvement Grant Program to the 2015-16 budget deliberations.

Financial Impact:

See below.

Background/Discussion:

This matter was discussed at the City Council meeting of September 9, 2014, and the City Council workshop of October 6, 2014, in response to a façade improvement grant request from George Watwood.

The Urban Renewal Agency façade improvement grant program ended in 2008. A total of 24 façade grants were approved ranging from \$430-20,000. The grant program required a dollar-for-dollar match by the applicant, and the maximum grant was \$20,000. Attached is a listing of all projects. The Agency expended a total of \$275,545 for this program over a period of three years.

The program was administered by staff in consultation with the Urban Renewal Advisory Committee. Applications were initially reviewed and evaluated by staff, with interaction with the applicant, and were then reviewed by URAC. Topics such as architectural design, paint color and appropriate elements to be funded with URA funding were discussed by URAC, who then made funding recommendations to the Urban Renewal Agency.

The URA ended the program in 2008 and, with a few minor exceptions, turned its entire attention to the rehabilitation of streets, curbs, sidewalks, lighting, drainage and other utilities in the downtown core business district. The City Council/Agency reviewed the status of the Urban Renewal Plan and a list of potential projects earlier this year. The focus has continued to be on funding the Railroad Street improvement project planned for 2016. Currently, \$360,000 in URA funding is set aside for this project.

Staff is currently pursuing alternative funding through the Oregon Infrastructure Financing Authority for the local match to the Railroad Street redevelopment grant. If alternative financing

is secured, the Agency may wish to “free up” tax increment funding to pursue other projects, including the façade improvement program.

At its workshop of October 6, the Agency members indicated that the priority for use of Urban Renewal funding for the current fiscal year remain as currently budgeted. Staff recommends that the matter be revisited this fiscal year if alternative financing is secured for the local share of the Railroad Street project.

Attachment(s):

- a. Façade Improvement Program Overview
- b. URA Funding Availability and Use
- c. URA Project Review

Facade Improvement Program Overview

Total available, 06-08 \$ 275,568 Project Total 24

Total Match: \$ 275,545 (Paid out)

Balance : \$ 23 (rounded)

Approved Projects			Total	Committed	Running	Amount	Year
#	Physical Address	DBA	Cost	FIP Match	Balance	Paid	Comp
1	815 Railroad	Coos Curry Electric	11,290	5,645	269,923	5,645	2006
2	509 Chetco Ave	Colours Gallery	2,700	1,350	268,573	1,350	2006
3	624 Fleet St	Fitzgerald Building	860	430	268,143	430	2006
4	515 Chetco Ave	Gallery Restaurants	5,514	2,757	265,386	2,757	2006
5	611 Spruce	Roberts & Associates	19,940	9,970	255,416	9,970	2007
6	630 Fleet St.	Brookings Natural Foods	3,500	1,750	253,666	1,750	2006
7	554 Chetco Ave	Lorings Lighthouse	50,000	20,000	233,666	20,000	2007
8	815 Railroad	Coos Curry Electric (signage)	6,932	3,466	230,200	3,466	2006
9	555 Chetco Ave	Brookings Chiropractic	46,800	20,000	210,200	20,000	2007
10	410 Oak St.	Azalea Lane	41,225	20,000	190,200	20,000	2006
11	365 Wharf	Bernie Bishop Mazda	21,500	10,750	179,450	10,750	2007
12	517 Chetco Ave	Babin & Keusink, PC	6,154	3,077	176,373	3,077	2007
13	2 Ross Road	The Center	44,672	20,000	156,373	20,000	2007
14	704 Chetco	Curry Collections	42,440	20,000	136,373	20,000	2007
15	549 Chetco	(vacant)	38,200	19,100	117,273	19,100	2008
16	604 Railroad	Local Market	35,000	17,500	99,773	17,500	2007
17	620 Hemlock	Humane Society Thrift Shop	35,821	17,911	81,862	17,911	2007
18	509 Chetco	Exotic Wood	7,500	3,750	78,112	3,727	2007
19	621 Chetco	Theatre	46,410	20,000	58,112	20,000	2008
20	609 Chetco	Suzie Q's	14,050	7,025	51,087	7,025	2008
21	519 Chetco	Chetco Plaza	80,438	20,000	31,087	20,000	2007
22	654 Chetco	Banana Belt	1,600	800	30,287	800	2007
23	520/522 Hemlock	Storage facility	20,574	10,287	20,000	10,287	2008
24	702 Chetco	His Haven of Hope	53,600	20,000	-	20,000	2008

\$636,720

Total Paid \$275,545

Unpaid Committed Balance \$ -

* includes additional \$6373 approved by Council for 702 Chetco project

\$361,153 Leveraged

11,481 Avg Grant

URBAN RENEWAL AGENCY FUNDING AVAILABILITY AND USE

CURRENT ANNUAL REVENUE: *\$515,000*

CURRENT ANNUAL DEBT SERVICE: *\$420,740*

CURRENT ANNUAL ADMINISTRATIVE ALLOCATION: *\$50,000*

UNDESIGNATED FUND BALANCE: *\$25,000*

POSSIBLE PROJECTS

- **Aquatics/Community Center.** Fund construction for covering existing swimming pool and adding a community recreation center. Would need to resolve issue that location is not within the boundaries of the URA; could be rationalized that the facility would have a “direct benefit” to URA thus making it eligible for URA funding..
- **Reconfigure/improve Azalea Park athletic fields.** Reconfigure existing softball fields and add a soccer field. Install all-weather surfaces. This would make the field available for more tournaments and attract more visitors (players, families) to the Brookings area. \$2.8 million estimate.
- **Railroad Street reconstruction.** Provide portion of local match for grant-funded Railroad Street reconstruction project. 2016. \$1.0 million total match needed.
- **Hemlock Street reconstruction.** This street was a part of the downtown street improvement project, but was not included in the construction due to budget constraints. Poor drainage and street surface conditions persist. \$362,000.
- **Performing Arts Center.** Purchase bowling alley, develop additional parking and enter into agreement with non-profit to redevelop bowling alley as a performing arts center.
- **Downtown façade grant program.** Reinstate program that was terminated several years ago when all funds were allocated to downtown infrastructure project.
- **More downtown flower baskets.** Double the number of flower baskets. \$4,320 for more baskets/brackets + \$8,000 General Fund expenditure annually to sustain the program.
- **Downtown parking.** Create additional off street parking by leasing property adjacent to alleys (i.e. existing areas used for parking and/or storage and/or vacant land) and develop as unified public parking.

- **Downtown directional signing.** Install signs to assist visitors in identifying shopping and parking areas downtown, location of attractions (like Chetco Point Park).
- **Historic Landmark sign.** At the Central Building. This is the only National Register site in Brookings and the building will be 100 years old in 2015.
- **Development Master Planning and Marketing.** Option and develop master plan for selected undeveloped sites.
- **Extend water and sewer service for a new snack shack/restroom at Azalea Park** (at athletic fields). This project was approved some years ago, but was not implemented due to the emergence of plans to reconfigure the fields.
- **Sidewalk Infill Projects.** Install sidewalks at various locations within the URA where there are gaps in the sidewalk system. Three such projects are currently scheduled on Hemlock Street and Alder Street.

CITY OF BROOKINGS URBAN RENEWAL AGENCY PROJECT REVIEW

The City of Brookings Urban Renewal Plan was developed in 2002. The purpose of this report is to review progress on the Plan during the first decade of the Urban Renewal Agency, and to initiate discussion on projects going forward.

I have included the 2002 cost estimates for each major category of work. These are not budget numbers or maximum numbers, but are useful in understanding the relative importance each of the Projects were given at the time.

PUBLIC PARKS AND OPEN SPACES (1,582,500)

Create a Central Plaza

No projects completed or contemplated.

Walkways and Plazas

The URA plan identifies several specific areas where pedestrian facilities are needed: Cottage Street between Pacific and Mill Street, Valley Street between Hillside and Pacific, Pacific Avenue north of Highway 101, South side of Highway 101 from Crissy Circle to Arnold, Hillside Avenue between Highway 101 and Valley Street, many locations along Railroad Street. The Railroad Street sidewalks would be installed as a part of the Railroad Street project (see **STREETS AND PUBLIC UTILITIES**). We have budgeted URA funds for infill sidewalks along the 600 block of Hemlock and on Alder Street between Spruce and Hemlock in the current fiscal year. No separate “walkways and plazas” are contemplated.

Local Nature Interpretive Areas

The only project that has been discussed is a possible trail restoration and interpretive area in the Sudden Oak Death treatment area of Azalea Park.

Looped Walkway from Downtown to Public Parks

No projects completed or contemplated.

Wetlands Park at Old Mill Pond

South Coast Lumber was contacted concerning this project in 2011-12 and was not interested in pursuing. Location is on South Coast Lumber property.

Enhance Chetco Park and Other Parks in Project Area

Parks in the Project Area include Chetco Point Park, Azalea Park, Bankus Park and Stout Park. Bud Cross Park is **not** in the Project Area. Park projects currently contemplated and which could be funded through URA include: Reconfiguring the athletic fields at Azalea Park to provide for

all-weather use, an additional snack shack at Azalea Park, restrooms at Chetco Point Park, and restrooms at Stout Park. Funding to extend water and sewer service from Lundeen Lane into Azalea Park to support field irrigation improvements and the development of an additional snack shack were allocated by the URA in 2010, but were not expended due to plans for a major restructuring of the athletic fields. A small amount of funds were also allocated for improvements to Stout Park.

STREETS AND PUBLIC UTILITIES (\$3,165,000)

Improve Chetco Avenue, Railroad, Fern, Willow, Spruce, Hemlock, Alder, Wharf Streets

Chetco Avenue through downtown Brookings was reconfigured in 2006-07; the URA participated in funding this project. A project to reconstruct Railroad Street is proposed for 2016-17; grant funding is being sought and URA funding will be needed to provide the required \$1.0 million match. Reconstruction of Fern, Willow, Alder, Wharf and Spruce Streets in the downtown area was completed using \$3.4 million in URA funding. Only Hemlock Street remains to be addressed among streets on this list.

Assist Street Improvements in Capital Improvement Plan

URA funding could be used to pay a portion of the cost for any other street improvement project occurring in the Project Area. The City is currently developing a new Transportation system Plan which will identify street improvement needs citywide.

Assist Water, Sewer, Storm Improvements in Capital Improvement Plan

A substantial portion of the cost associated with the downtown street improvement project involved the replacement of water, sewer and storm drain infrastructure. URA funding could be used to pay a portion of the cost for any other water, sewer or storm drain project occurring in the Project Area.

STREETSCAPE (\$791,250)

Accent Paving

No projects completed or contemplated.

Decorative Lighting

Unique street lights were installed as a part of the two downtown street improvement projects completed to date, and will be included in future plans for Hemlock and Railroad Streets. No other decorative lighting projects have been completed or are contemplated.

Street trees, planters, landscaping

Street trees were installed as a part of the Chetco Avenue improvement project. Flower baskets for downtown light poles have been designed and the City plans to seek bids for providing and maintain baskets in 2014. A small amount of URA funds were used to install landscaping at the

two “pocket parks” along Chetco Avenue. Funds could be used to landscape the highway right-of-way on the north end of the Chetco River Bridge and install a gateway monument (see **Gateway Monuments and Landscape Features**).

Benches, Trash Receptacles, Bike Racks

Street furniture was installed along Chetco Avenue as a part of the street improvement project. URA funding could also be used to install new benches, trash receptacles and bike racks at Azalea Park, Chetco Point Park and Stout Park.

Street and Directional Signs

Enhanced signing downtown could assist tourists with locating parking and community amenities. A plan could easily be developed for such a project.

Public Art

The Public Art Committee could be asked for recommendations.

Gateway Monuments and Landscape Features

The original Plan contemplated gateway monuments for the downtown area along Chetco Avenue. There could be considerable discussion as to the boundaries of the “downtown area.” One project that has been discussed in a preliminary way is landscaping the Highway shoulder areas between the Chetco River Bridge and Oak Street and installing a Brookings monument sign similar to the one on the north end of town. See also **Enhancement of Public Museum**.

Undergrounding of Overhead Utilities

Undergrounding has been accomplished as a part of the downtown street improvement projects. No stand-alone undergrounding projects are contemplated.

PEDESTRIAN, BIKE AND TRANSIT (\$791,250)

New Bike Paths in Renewal Area

A multi-use path is planned as a part of the Railroad Street project. The City’s bicycle plan also includes bike paths along Oak Street and other locations.

Pedestrian Connections to Waterfront

This project is not clearly defined in the Plan. The project might be interpreted to include the Mill Beach Access and the two proposed pedestrian access/overlooks in the Tanbark Road area. The estimated cost of these projects is \$122,000. See attached.

OTHER PUBLIC FACILITIES (\$2,373,750)

Public Restrooms

Public restroom needs have been identified at the following locations within the Project Area: Chetco Point Park, Mill Beach Access, Stout Park.

Enhancement of Public Museum

There is no public museum in the project area. There is a private museum at the privately-owned Central Building, which is the only building in Brookings that is a registered National Historic Landmark. A 100th Anniversary of the Central Building is being planned by a citizens group in 2015. The group is hoping to include a number of projects beyond the building itself in a multi-week program; none of these projects would be considered an “enhancement of public museum.” One project that could be considered a “monument” project would be to install a National Historic Landmark monument on the City parking lot property adjacent to the Central Building

Relocate City Hall

Preliminary plans for the construction of a new City Hall were developed in the early 2000’s. The project was never pursued past the conceptual stage. If the City returns to a growth pattern, there will be a need to expand City staff and the current City Hall facility would become inadequate. There are several approaches to dealing with this matter. The City has a major infrastructure investment in the current City Hall/Police/Fire complex. Rather than relocating the facility elsewhere, the existing Council Chambers and, possibly, the garden area could be converted to office use, and the City Council Chambers/Courtroom could be relocated off-site, possible to a community center. Fort Bragg moved its City Council Chambers off-site during my tenure there as City Manager, and the Crescent City City Council meets in the community center.

Performing Arts Center

Staff recently met with representatives of the two theater companies and other performing arts groups in the community. There is interest among these groups for a joint-use performing arts center. The URA may be able to assist in this effort by funding preliminary study work to select a site and prepare a preliminary facility plan.

Community Center

There is a group that is actively pursuing the development of an aquatics center, and this group has recently expanded this discussion to include the possible development of a companion community center. While a swimming pool is not listed among URA projects, the URA may be able to assist in this combination project effort by funding preliminary study work and preparation of a preliminary facility plan.

PUBLIC PARKING FACILITIES (\$791,250)

New Lot at Fern and Spruce

The URA considered purchase of this property several years ago and declined to proceed. The property is currently available for sale at \$175,000.

New lots at pockets along Railroad Street

This project has not been pursued. A parcel at the southeast corner of Railroad and Wharf Streets is currently for sale (across from Bi Mart), but staff believes this is not a convenient location for downtown shoppers. It may be a good location for a bicycle kiosk and small park as the Railroad Street plan calls for developing a bicycle path through town along Railroad Street, and a private bicycle repair business is located on the adjacent property.

New RV Parking Lot

The original Plan called for the development of an RV parking lot on Alder Street between Spruce Drive and Spruce Drive. It is generally thought that this location is too far-afeld from the downtown core area to serve as a parking area for visitors. The City owns a portion of the parking lot in front of Ray's Market that is stripped for RV parking. This parking lot could use better signing/visibility as RV parking. No other sites along Chetco Avenue have been identified as potential RV public parking sites.

DEVELOPMENT AND REDEVELOPMENT (\$3,165,000)

Assist Development of New Medical Facility

There is no clear definition of this project. The URA could assist Curry Health Network (CHN) in the development of the new clinic and the current effort to obtain the necessary certificate of need to expand the clinic for use as a hospital and emergency room. The URA could offer incentives in various forms, including subsidizing System Development Charges, pledging URA funding toward the CHN debt service or directly contributing toward the construction of the hospital project.

Assist development of higher education facilities

There are no higher education facilities located in or contemplated to be located in the Project Area.

Assist in construction or expansion of job creating facilities

This is a very broad project definition. Activities could include below-market loans to start-up or business expansions, paying SDCs or other fees on behalf of new businesses, purchasing property at market value and reselling to a job-creating business at below market, paying for offsite improvements.

The URA purchased the former City Maintenance Yard at market value and resold the property to Bi-Mart at a lower price, essentially assisting Bi-Mart in the construction of a new facility that created jobs.

LOW INTEREST RATE LOANS AND INCENTIVES (\$791,250)

A broad project definition. The URA has not developed a low interest loan program, but could sell bonds to create a low interest loan fund. The only incentive program that the URA has offered to date has been to new restaurants seeking to locate in the downtown area; the URA has a program to pay the SDCs for new restaurants; there have been no applicants.

PRESERVATION AND REHABILITATION (\$791,250)

The City conducted a façade improvement program in 2006-2008, using URA funds to match private funds in the rehabilitation of some two dozen building facades in the downtown area. That program was curtailed when the URA focused on the downtown street improvement project. URA funding could be used for funding a facade program, and/or funding a program of low interest loans and grants for the structural rehabilitation of buildings in the Project Area. Preservation and rehabilitation of public facilities would also fall into this category.

PROGRAM ADMINISTRATION (\$1,582,500)

This is a program category that authorizes the URA to pay for the cost of administration of the URA from tax increment funds. A portion of the cost of City staff time and auditing costs is charged against the URA.

TAX INCREMENT

The Urban Renewal Agency receives its funding from property tax revenues occurring as a result of increased taxable values within the Urban Renewal Area. Most URA's pursue projects early in the Plan period (the Brookings Plan period is 2002-2019) that would result in an immediate and lasting impact on raising tax increment revenue. Brookings did not take this approach, but instead focused its efforts in the first 10 years on public infrastructure projects, with a comparatively small amount of funding being allocated to private building improvements and attracting a major new retailer.

The 2002 Plan estimated annual tax increment revenues of \$782,343 by 2013. Actual revenues for fiscal 2012-13 were \$489,838 and are projected at \$523,678 for the current fiscal year. At least part of the reason for this shortfall can be attributed to general poor economic conditions during most of the period since the inception of the URA. The annual debt service on the existing loan for the 2008 downtown project is \$449,121. There was an unallocated fund balance of \$280,000 as of June 30, 2013.