

City of Brookings

MEETING AGENDA

CITY COUNCIL/URBAN RENEWAL AGENCY

Monday, August 12, 2013, 7:00pm

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

CITY COUNCIL

The City Council will meet in **Executive Session at 6:00pm** in the City Manager's office under authority of ORS 192.660 (2)(i) to review and evaluate the employment-related performance of the City Manager who has not requested an open hearing.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Announcement of August Yard of the Month Awards
 - a. Residential: David & Sharon Bergman, 96510 Susan Place
 - b. Commercial: Evergreen Federal, 850 Chetco Avenue

E. Public Hearings/Ordinances/Resolutions/Final Orders

1. Resolution 13-R-1020 authorizing submittal of a sponsor grant application to the Oregon Department of Transportation for a bike kiosk. [Parks, pg. 3]
 - a. Bike kiosk rendering [pg. 4]
 - b. Resolution 13-R-1020 [pg. 5]

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

G. Staff Reports

1. Contract to replace ball field backstops at Bud Cross Park. [Parks, pg. 6]
 - a. Grizzly Fence Estimate [pg. 7]
 - b. West Coast Estimate [pg. 8]
2. Development of an unleashed pet area at Stout Park. [Parks, pg. 9]
 - a. Map of Stout Park [pg. 10]
 - b. Sample Rules [pg. 11]
3. Memorandum of Understanding (MOU) with the Brookings Harbor Garden Club for City property landscape maintenance. [Parks, pg. 12]
 - a. MOU [pg. 13]
4. Removal of two trees next to spectator area at Azalea Park Ball Field #2. [Parks, pg. 15]
 - a. Map [pg. 16]
 - b. Photos [pg. 17]
 - c. Letter from Western Pacific Tree Service [pg. 18]
5. Contract for geotechnical engineering and construction services for stabilization of Old County Road. [PWDS, pg. 19]
 - a. GSI Proposal [pg. 20]
6. Tourism Promotion Advisory Committee review. [City Manager, pg. 24]

7. Public/education/government (PEG) equipment and programming. [City Manager, pg. 26]
 - a. Proposal from Candice Michel [pg. 27]
 - b. Equipment List [pg. 28]
8. Intergovernmental Agreement (IGA) with Brookings Harbor Port District for Police Services. [City Manager, pg. 29]
 - a. Cost analysis [pg. 32]
 - b. Draft IGA [pg. 34]
9. Golf Course Lease Agreement Late Payment Penalty. [City Manager, pg. 38]

H. Consent Calendar

1. Approve Council minutes for July 22, 2013. [pg. 39]
2. Approve Liquor License Application for Superfly Distillery. [pg. 44]
3. Approve staff to send and City Manager to sign a letter requesting a Coastal Management Grant from Department of Land Conservation and Development. [pg. 46]
4. Accept Parks and Recreation minutes for May 23, 2013. [pg. 56]
5. Accept July 2013 Vouchers in the amount of \$368,519.25. [pg. 58]

I. Remarks from Mayor and Councilors

J. Adjournment

URBAN RENEWAL AGENCY

Immediately following the Urban Renewal Agency meeting, the Agency will meet in **Executive Session** in the City Manager's office under authority of ORS 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

A. Call to Order

B. Roll Call

C. Consent Calendar

1. Approve Agency minutes for July 22, 2013. [pg. 62]

D. Public Comments

E. Staff Reports

1. Urban Renewal Project Review and workshop scheduling. [Executive Director, pg. 63]
 - a. Project Review [pg. 64]

F. Agency Remarks

G. Adjournment into Executive Session under authority of 192.660 (2)(e), "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

*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.

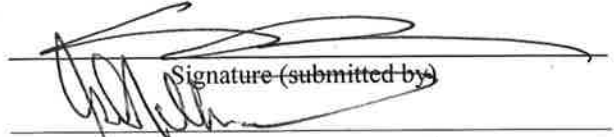
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 8/12/13

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Resolution for submission of a sponsor grant application to the Oregon Department of Transportation for a bike kiosk.

Recommended Motion: Adopt Resolution 13-R-1020 authorizing submission of a sponsor grant application to the Oregon Department of Transportation for a bike kiosk to be installed at a location to be determined.

Financial Impact: Estimated cost for kiosk and site work is \$12,000. Sponsor request from ODOT to be \$5,000. The remaining \$7,000 will be paid from the Capital Reserve Fund.

Background/Discussion: To further develop bike and eco-tourism along the southern Oregon Coast, the City of Brookings has been invited by the Oregon Department of Transportation to submit a grant application in the amount of \$5,000 for the sponsorship of a multi-purpose bike kiosk (rest area). Brookings will join Bandon, Langlois, Port Orford, and Gold Beach in erecting informational kiosks with a resting area comprised of bike racks and benches for traveling and local cyclists. This provides an opportunity for bike tourists to obtain information about places to eat, play and stay in each south coast community (Bandon to Brookings). Additionally, kiosks provide information about other transit opportunities in the area including the Coastal Express, walking trails, etc.

Each community on the south coast, in conjunction with Oregon Rural Tourism Studio and the Ford Family Foundation, seeks to develop better cohesion and a regional brand for stimulating sustainable tourism and community pride. These "rest stops" compliment the beautiful natural environment of the south coast while providing an educational experience for visitors and residents alike. Economic opportunity, increased physical activity, and better utilization of our natural environment were each identified as areas which had the power to affect the health of residents in Curry County in the most recent community health status assessment and health improvement planning process. Developing Brookings as a more bike-able community was also identified as a core priority by the Brookings Vision Council.

Kiosks for Port Orford, Gold Beach, and Langlois will be funded through the Ford Leadership Institute Program of North Curry and the Wild Rivers Coast Alliance. ODOT seeks applications to sponsor kiosks for Brookings and Bandon at \$5,000 each. Kiosk structures will be orientated north/south providing a windbreak in both the summer and winter months. They have a metal frame, polycarbonate roof panels for the curved roof. Downspout chains also aid in securing the structure to the ground during periods of high wind.

Attachment(s):

- a. Bike kiosk rendering



**CITY OF BROOKINGS
STATE OF OREGON
RESOLUTION 13-R-1020**

**A RESOLUTION OF THE CITY OF BROOKINGS AUTHORIZING SUBMISSION OF AN
ODOT PUBLIC TRANSIT DIVISION (PTD) TRANSPORTATION OPTIONS
SPONSORSHIP GRANT APPLICATION.**

WHEREAS, ODOT is accepting applications for the Sponsorship Grant Program;
and

WHEREAS, the City of Brookings desires to participate in this grant program to
the greatest extent possible as a means of providing needed bike transportation
improvements and enhancements along the scenic coastal bike route; and

WHEREAS, grant funding for the project will be applied to the purchase of a pre-
manufactured bike kiosk to be located along the bike route through the City of
Brookings to provide information about other transit opportunities in the area
including the Coastal Express, walking trails, etc.; and

WHEREAS, the applicant hereby certifies that the matching share for this
application is readily available at this time; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
Brookings, Oregon, does hereby authorize the submission of a Sponsorship Grant
Program application to ODOT for the purchase of a bike kiosk.

Passed by the City Council _____, 2013 and made effective the
same date.

Attest:

Mayor Ron Hedenskog


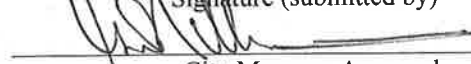
City Recorder Joyce Heffington

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Bud Cross Park – Ball Field Backstops

Recommended Motion:

Authorize City Manager to execute a contract with Grizzly Fence in the amount of \$26,020 to replace the ball field backstops at Bud Cross Park.

Financial Impact:

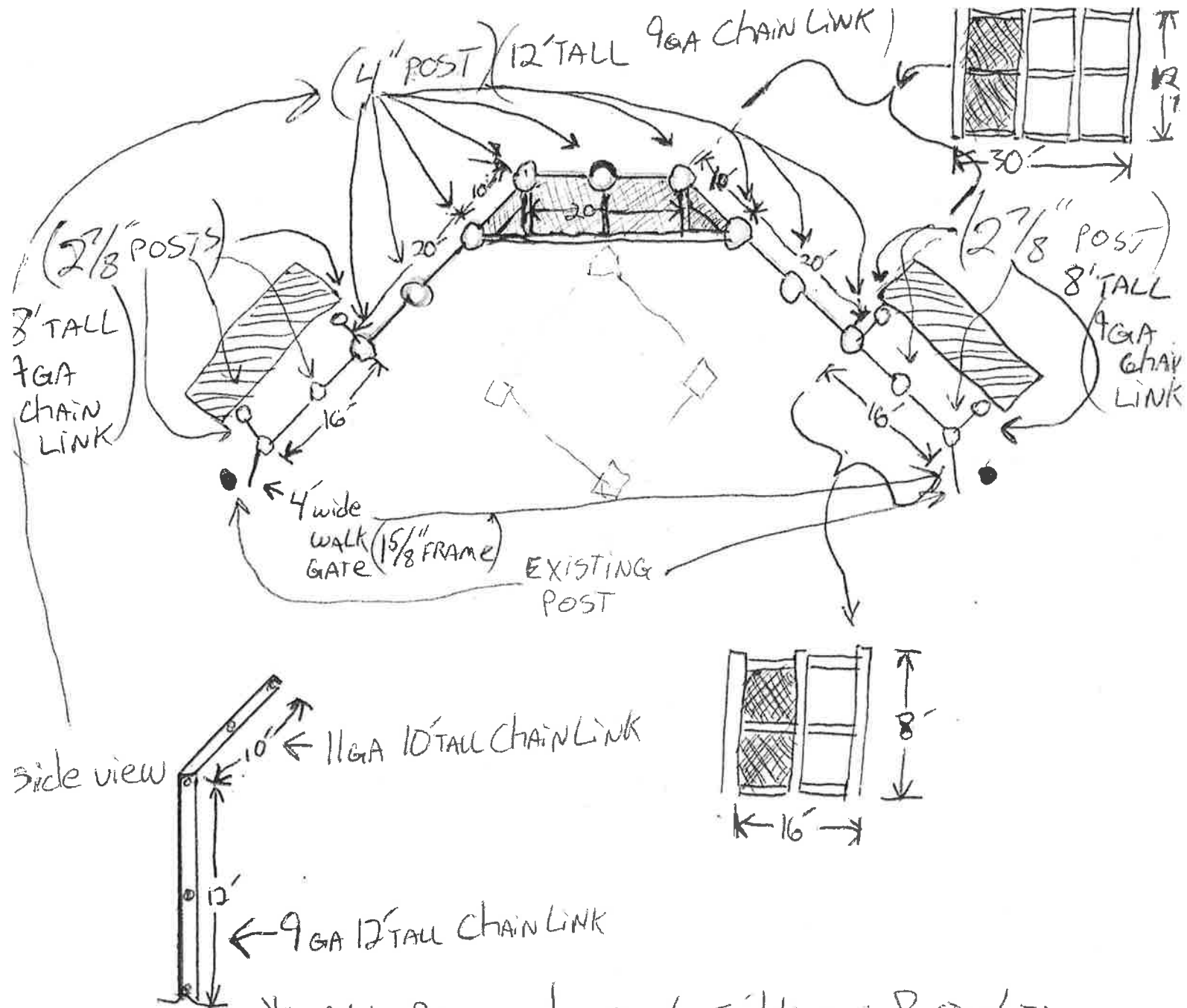
The contract will be paid with a \$10,000 grant received from West Family Foundation, \$2,500 in community donations received from Smith River Rancheria and Brookings Harbor Little League, and \$13,520 from the capital project reserve fund.

Background/Discussion:

In 2011, the Parks and Recreation Commission developed a Master Plan for the redevelopment of Bud Cross Park. Key elements of the Plan include improving accessibility, providing a group picnic area, erosion control and drainage improvements, increased security and improved sports field condition. The ball field backstops were identified as a safety hazard and have been in service for nearly 30 years with little to no maintenance from City Staff.

Attachment(s):

- a. Grizzly Fence Estimate
- b. West Coast Fence Estimate



- * ALL PRECUT STEEL FITTINGS & STEEL TIES
- * ALL POST SET AT LEAST 3' IN CONCRETE
- * ALL MIDRAIL / TOP RAIL / BOTTOM RAIL 15/8" SS 20

MATERIALS & LABOR = \$13,010 PER BACKSTOP

GRIZZLY FENCE 8-15-2012

PROPOSAL

859

WEST COAST FENCING

CCB #36430
3425 Geer Blvd S.E.
DOGS BAY, OREGON 97420

(541) 267-6677

City of Beavering
c/o Tony Eard
898 Elk Drive
Beavering, OR 97415

DATE 541-213-9274	7/25/2013
30' 30" 1/2" Backstop	
541-459-3651 Fax	
541-459-3651 Office	
JOPHON	

We hereby submit this proposal and estimate for

Revised/Updated Quote: Original Quote 9/19/2012

supplying all the materials and labor for replacing two baseball backstops. One quote is for an 18' foot straight up backstop & the other quote is for an angled top as per the drawing.

Total for straight top- \$25,500.00

Total for angled top- \$29,500.00

We Propose hereby to finish materials and labor to complete in accordance with the above specifications, for the sum of

nothing

Payment to be made as follows:

See Options Above. 1/2 Down payment required with signed proposal.
Balance would be due within 30 days from completion.

All materials furnished to be as specified, all work to be completed in a timely manner according to standard practices. No alteration or deviation from above specified for materials and work. All work will be completed within 30 days. All work to be completed within 30 days. All work to be completed within 30 days. All work to be completed within 30 days.

Elmer Redding

Made This Proposal by the
with down payment and accepted within

45 days.

Acceptance of Proposal

I have read and understand the conditions of this proposal and agree to the terms and conditions of the proposal. I agree to pay the balance of the proposal within 30 days of completion of the work.

Signature

Signature


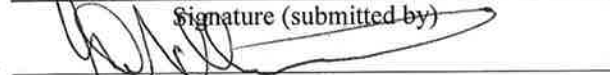
Date of Acceptance:

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Stout Park Unleashed Area

Motion: To approve the development of an unleashed area at Stout Park

Background/Discussion: In March of 2013 the City Council approved a revision to the Brookings Municipal Code to allow for unleashed pets in designated areas. Stout Park is the only location suitable for the development of an unleashed area.

The Parks and Recreation Commission approved a recommendation to City Council at their July 25th meeting for the development of the unleashed area at Stout Park.

Unleashed area(s) in parks offer a friendly environment for exercise and where dog owners can network with others who want their dogs to socialize. It also offers a great opportunity to educate and promote responsible pet ownership within the community.

The Unleashed Area will include:

- Bench
- Watering station
- Trash receptacle
- Doggie Pot bag dispenser
- Unleashed Area information sign board including rules and announcements.
- Boundary signage identifying boundary of Unleashed Area
- Decorative fire hydrant supplied by Public Art Committee

Financial Impact:

\$1,500 - \$2,500 from Parks C.I.P. budget

Attachments:

- a. Stout Park Map,
- b. Sample Unleashed Area Rules

Stout Park - Unleashed Area



- Legend**
- RIVERS
 - ROADS
 - URBAN GROWTH BOUNDARY
 - OCEAN

Scale: 1:1,100

Map center: 42° 3' 17.4" N, 124° 16' 48.1" W

0 110 220 330 ft.

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.



Stout Park Unleashed Area

Daily

Unleashed Area Rules


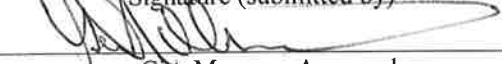
- Dogs must demonstrate appropriate social interaction.
- Dogs displaying aggressive behavior toward people or other dogs must be leashed and removed from the Dog Park immediately.
- Owners and handlers must accept responsibility for any damage or injury caused by their dog.
- Dogs must display tags showing proof of current license and rabies vaccination.
- Bring no more than two dogs to the Unleashed Area at any time.
- Owners and handlers must remain in the Unleashed Area to supervise pets, and keep them within view and under verbal control at all times.
- To prevent injury, remove pinch or choke collars when playing off leash.
- For health and safety reasons, do not bring a dog in heat to a Brookings park.
- For health and safety reasons, do not bring a puppy without a complete cycle of vaccinations to a Brookings park.
- Children must be closely supervised
- Be considerate of park neighbors by playing quietly with dogs in the early morning and evening hours.
- Comply with all other park rules.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Memorandum of Understanding with Brookings Harbor Garden Club

Recommended Motion:

Motion to authorize the Mayor to execute a new Memorandum of Understanding with the Brookings Harbor Garden Club with respect to City property landscape maintenance.

Financial Impact:

\$3,000 annual cost of maintaining landscaped areas.

Background/Discussion:

For the past year, the Brookings Harbor Garden Club (BHGC) has been maintaining the City-owned landscaped area along Chetco Avenue between Ross Road and the Ray's Market driveway, and the landscaped area in the quad area of City Hall. These areas were previously maintained by City park staff.

The BHGC currently maintains the Botanical Garden located on ODOT property at the intersection of Chetco and North Bank Chetco River Road.

Under the new terms of the proposed Memorandum of Understanding (MOU), the BHGC membership will continue the responsibility for maintaining these areas for the next three (3) years and the City will provide the BHGC with a \$3,000 annual stipend. The City would continue to maintain the grass.

Attachment(s):

- a. Revised Memorandum of Understanding with Brookings Harbor Garden Club.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BROOKINGS
AND
BROOKINGS HARBOR GARDEN CLUB**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Garden Club (CLUB), an Oregon non-profit corporation.

WHEREAS, CITY owns that certain area known as Bankus Park, inclusive of the Bankus Fountain area and landscaped area along the east side of Chetco Avenue between Ross Road and the driveway access to Ray's Market;

WHEREAS, CLUB currently cares for and maintains that area located on Oregon Department of Transportation property known as the Botanical Garden;

WHEREAS, CLUB had demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, CLUB has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

1.0 CLUB OBLIGATIONS

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance for:
 - a. All non-turf areas at Brookings City Hall, Bankus Fountain and the landscaped area along the east side of Chetco Avenue between Ross Road and the driveway access to Ray's Market.
- 1.02. Manage planted areas by dividing existing and/or installing new plants as determined by CLUB.
- 1.03. Perform general litter clean-up as needed.
- 1.04. Remove all vegetation debris and haul to a place provided by City.

2.0 CITY OBLIGATIONS

- 2.01. Provide and maintain all irrigation systems and water service.
- 2.02. Mow all grass areas
- 2.03. All maintenance related to the operation of the fountain.
- 2.04. Perform general litter and animal feces clean up in grassy areas.
- 2.05. Coordinate its maintenance activities with those of CLUB.
- 2.06. Provide new plants, fertilizer, mulch, sprays and collection bags.

3.0 INSURANCE REQUIREMENT

CLUB will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage.

4.0 TERM

This agreement shall take effect upon the execution of this agreement, and shall remain in effect for a period of 3 years or until terminated as described in this agreement.

5.0 TERMINATION

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days prior to next six month scheduled payment.

6.0 STIPENDS

CITY will provide CLUB with an annual stipend of \$3,000 payable in increments of \$1,500 upon execution of this Agreement and \$1500 at the beginning of each six month period thereafter for three years.

7.0 MEETINGS

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

8.0 HOLD HARMLESS CLAUSE

CLUB shall defend; save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of CLUB or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this _____ day of _____, 2013.

CITY OF BROOKINGS
An Oregon Municipal Corporation

ATTEST

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

BROOKINGS HARBOR GARDEN CLUB
An Oregon Non-profit Corporation

Karen Munson

Name:

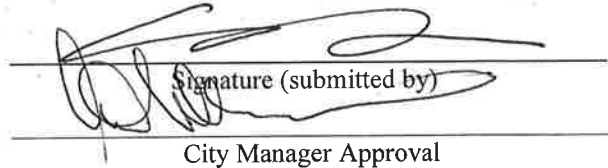
Title: *President - 2013*

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: Parks


Signature (submitted by)

City Manager Approval

Subject: Tree Removal – Azalea Park

Recommended Motion:

Authorize removal of two trees adjacent to spectator area at Azalea Park Ball Field #2

Financial Impact:

No cost to City.

Background/Discussion:

In March of 2010, City Manager presented to the Parks and Recreation Commission a request to remove a large fir tree located behind the backstop of Field #2 at Azalea Park. The request was from the adult softball league and the complaint was that it was difficult to see a batted ball with the tree in the background. The Commission voted unanimously to deny the request.

Staff recently received another request from the adult softball league to remove the large fir tree and adjacent myrtle tree based on the complaint that it is a hazard to spectators who watch ball games at field #2. Over the past couple years, there have been several large limbs fall on and around the aluminum bleachers located just below the large fir tree. Staff has witnessed this and is aware of the poor condition of the adjacent myrtle tree. The Parks and Recreation Commission voted unanimously, at its July 2013 meeting, to forward the recommendation to Council for the removal of the trees based on the potential danger it poses to spectators who congregate below them.

The trees in question will be impacted greatly when the ball field reconfiguration project is implemented. They are also in the path of a future storm water pipe to replace the current failing storm water pipe at the bottom of the filled ravine.

Attachment(s):

- a. Map
- b. Photo's
- c. Letter from Western Pacific Tree Service.

Azalea Park Ball Field - Tree Removal



0 125 250 375 ft.

Map center: 42° 3' 28.9" N, 124° 16' 19.9" W



- Legend**
- RIVERS
 - ROADS
 - URBAN GROWTH BOUNDARY
 - OCEAN



Scale: 1:1,262

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

Tree located at Azalea Park behind Field #2 backstop area



Western Pacific Tree Service, Inc.

P.O. Box 998 Brookings, OR 97415

541-469-7450 fax 541-813-1256

Lic No. 132201



7/22/2013

To: Brookings Harbor Softball League
Attn: Barbara Glazebrook

Per your request I have looked at the trees in question behind the Azalea softball field. The following are my observations.

1) Because of excessive fill around its base at least half of the small clump of Myrtle wood is dead and the rest is dying. The live part of the tree shows signs of stress and there is very little that can be done to shape it.

Recommendation: Complete removal and replant.

2) The very large Fir tree directly behind the spectators stand does not show Conk or other" visible" signs of decay. Having stated that, it does have many multiple trunks and tops. In my 28 years of working in the Tree Trimming industry, I can assure you that as these arms continue to grow some of them will break out and come to the ground regardless of whether or not the wind is blowing. The tree looks nice but it is a concern in such close proximity to people and property.

Recommendation: Complete removal if people will continue to spend a lot of time around its base.

Side note: If, the City of Brookings decides that they do not want the responsibility or having these questionable trees this close to regular activity, My company will remove them free of charge as a public service. Trees would be felled, limbs chipped and firewood given away.

Brian Woosley,

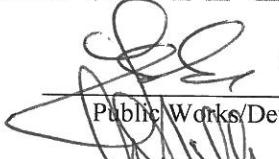
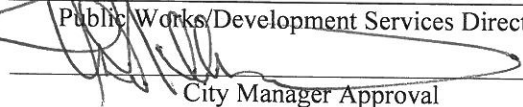

President, Western Pacific Tree Service Inc.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: PW/DS


Public Works/Development Services Director

City Manager Approval

Subject: Award of Contracts for Geotechnical Engineering and Construction Services for Stabilization of Old County Road

Recommended Motion: Authorize the City Manager to execute a Standard Public Contract with GSI Stabilization International to construct road stabilization on Old County Rd not to exceed \$70,700. The total cost of engineering and construction of the repair not to exceed \$85,315.

Financial Impact: The recent and unexpected road damage at Old County Road appeared after the 2013/14 budget process and this project is unfunded. Staff recommends reassigning the Oregon Department of Transportation (ODOT) annual fund exchange program for Ransom Street sidewalk extension for \$80,000 to Old County Road slope stabilization project. The additional \$5,315 would be paid from street system replacement funds.

Background/Discussion: The City Council approved assigning the \$80,000 of ODOT fund exchange to Ransom Street sidewalk extension (near Bud Cross Park) at June 24, 2013 Council meeting. Recently, Public Works staff noticed significant cracking along the shoulder of Old County Road near Azalea Park. Staff promptly retained the geotechnical engineering services of Chris Ell, PE with GRI. Mr. Ell advised City staff of the risk of serious road failure and provided the City with three contractors specializing in alternative slope stabilization methods which would be less expensive than conventional stabilization methods such as soldier pile construction. Chris Ell was retained with a professional services contract for \$14,615 which includes design and construction management support.

Staff solicited three bids and the results are as follows;

GSI Geostabilization International - Grand Junction CO	\$70,700
PLI Systems – Portland, OR	\$170,276
Pacific Geo and Construction - Portland, OR	Non responsive

Both PLI Systems and GSI visited the project site. Staff made several efforts to contact Pacific Geo and Construction and was not able to coordinate a site visit or confirm interest in bidding.

Time is of the essence to stabilize this slope before a rain event and restore a water service which was temporarily disconnected.

Policy Considerations: None

Attachment(s): a. GSI proposal



GeoStabilization International
P: 970.210.6170 | F: 970.245.7737 (fax)
PO Box 4709, Grand Junction, CO 81501
bryan@gsi.us

www.geostabilization.com

May 30, 2013

GSI 2013-546

Loree Pryce, PE
Public Works/Development Services Director
City of Brookings
898 Elk Drive
Brookings, Oregon 97415

Subject: Proposal for Slope Stabilization of Old County Road Shoulder Failure

Dear Ms. Pryce:

GeoStabilization International (GSI) is pleased to offer this proposal to stabilize the shoulder failure on Old County Road in Brookings, Oregon. GSI performed a site reconnaissance with Mr. Chris Ell of GRI personnel in preparation of this proposal.

Project Overview

The following proposal outlines a stabilization plan that includes the installation of hollow bar soil nails faced with an erosion control mat and galvanized high strength mesh for a total proposed length of stabilization of 80 lineal feet.

Photo illustrating the outboard shoulder failure encroaching upon the paved surface.



Soil Nail Construction Plan

The site will be stabilized with an array of hollow bar soil nails installed to lengths up to 20 feet. The soil nails will be faced with an erosion control mat and galvanized high strength mesh. Only minor clearing and grubbing will be required and will be less than one cubic yard per foot of road stabilization length. Clearing and grubbing has been excluded as part of our scope of work but may be included for an additional fee.

Photo of Soil Nail and High Strength Mesh Facing Reinforcement



Photo of Soil Nail and High Strength Mesh Facing Reinforcement after Vegetation



Resources

Our equipment is mounted on a track-mounted excavator that allows the work to be accomplished from the outboard travel land. Traffic may intermittently pass through the inboard travel lane using traffic control during construction and may be fully opened during off construction hours. We have excluded traffic control as part of our scope of services.

GSI Crews and Equipment Adept at Maintaining Active Traffic During Construction**Schedule**

We estimate that the site will take approximately 1 week to complete working 6 days per week as daylight permits. GSI crews can typically mobilize to the site within 2 weeks of Notice to Proceed.

Cost

The cost outlined in the following table includes drawings sealed by a professional engineer licensed in the state of Oregon, all materials and equipment required for installation of the soil nail slope stabilization plan, a 75-year design life, and a 5-year performance warranty. The quantities have been calculated according to the proposed stabilization plan described herein for the total length of stabilization outlined in the following table.

Description	Qty	Unit	Unit Price	Total
Mobilization	1	LS	\$10,000.00	\$10,000.00
Design/Build/Warranty Slope Stabilization	80	LF	\$758.75	\$60,700.00
Total				\$70,700.00

The City of Brookings may increase or decrease the lineal footage depending on available funds.

GSI Includes or Excludes the Following Items as Indicated

	Exclude	Include		Exclude	Include
Soil Nails Supply & Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Permits, if required	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stamped Drawings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Property Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Grading and Excavation	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Old County Road, Brookings, Oregon

GeoStabilization International

Erosion Control	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hauling of Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utility Locates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One (1) Mobilization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Man Lift (s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fencing/Guardrail Above Finished Wall	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Surveying	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- An existing water line service and meter is located near the center of the stabilization area. It is recommended the City confirm the water line is not leaking and consider relocation prior to construction. At a minimum, the meter will need to be moved closer to the road shoulder. We can install the soil nail array to avoid damage to the water line but can not be held responsible if the City does not accurately define its location.
- Pricing excludes materials testing for cementitious materials.
- Traffic control is not included in the scope of this proposal.
- The work is assumed to progress as one continuous operation.
- Any retainage is to be released 30-days after the completion of GSI's work.
- Reasonable access to Work area will be provided to GSI at all times during construction for equipment and materials delivery.
- Any fencing, guardrail, and/or barricades above any walls stabilized by GSI are excluded and are to be provided by others at no additional cost to GSI.
- All work will be based on a work schedule of Monday through Saturday, 10 hours per day as daylight permits.
- All invoices are due, in their entirety, upon receipt. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month. Owner shall be liable for all costs of collecting amounts due and unpaid, including reasonable attorney's fees.


This proposal is contingent on the fact that the erosion and undermining does not increase significantly prior to our mobilization. If significant movement occurs we should be contacted to potentially modify the scope of this proposal.

Warranty:

Our proposal includes a stamped set of drawings and carries a five-year performance warranty commencing after GSI project completion. This warranty is void absent GSI receiving mutually agreed project payment. If at any point within the warranty period the repaired section becomes unstable, GSI will, in a timely manner, remedy the situation with a design/construction solution at no cost to the owner. This warranty does not cover work completed by others or shallow surface erosion problems that may develop in the future. Exceptions to the warranty include catastrophic seismic, weather, or other events outside reasonable accounting in design (including earthquakes and weather events exceeding expectation for the region) or further construction by third parties that destabilizes the repair (including utility trenches dug into or through any soil nails, deep excavations in the area, etc). Extreme storm water volumes may cause erosion which could undermine the repaired areas which may void this warranty. After such an event these areas should be checked for erosion.

This offer expires 45 days from the date transmitted. GeoStabilization International is confident that we can construct a quality stabilization system in an efficient manner. This proposal is conditional upon entering a mutually acceptable contract between GSI and the City of Brookings.

Sincerely,
GeoStabilization International



Bryan Wavra, P.E.
NW Project Development Engineer
Bend, Oregon

Accepted by: _____

Printed name/title

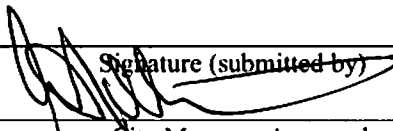
Date: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Tourism Promotion Advisory Committee Review

Recommended Motion:

1. Authorize the Tourism Promotion Advisory Committee to proceed with the development of a plan for utilization of funds budgeted for tourism promotion in the 2013-14 budget.
2. Direct the Tourism Promotion Advisory Committee to appoint a Committee Chair to work with City Staff in the development of agendas and to chair Committee meetings.

Financial Impact:

See background/discussion, below.

Background/Discussion:

This matter was discussed at the July workshop and was continued to the August workshop to provide an opportunity for a joint workshop meeting with the members of the Tourism Promotion Advisory Committee.

The City Council appointed the Tourism Promotion Advisory Committee (TPAC) in October, 2012. Since that time, TPAC has held 10 meetings. Regular attendance of members has declined from eight to six, with Brent Siebold having resigned upon his retirement from State Parks and member Jeremy Small not having attended in some months.

To date, TPAC has:

1. Made recommendations to the City Council on categories for which the City's 2012-13 tourism promotion Transient Occupancy Tax allocation should be spent. These recommendations were approved by the City Council and are as follows:
 - \$17,500 for a television advertising campaign.
 - \$7,000 to provide incentives for new off-season events.
 - \$10,500 for an Internet advertising campaign.
2. Interviewed and made a split recommendation on the selection of a television advertising campaign provider.
3. Provided advice/direction to the television advertising campaign contractor concerning program content.
4. Reviewed three proposals for grant funding under the off-season event program, recommending one for approval.
5. Received, but tabled, consideration of three proposals for Internet advertising.
6. Participated in the Rural Tourism Studio Project.

The 2012-13 fiscal year has ended and a new funding allocation has been budgeted for 2013-14.

There was some discussion at the time of TPAC's formation as to whether the Committee would be made permanent and, if so, the number of members/terms/etc. TPAC members discussed these matters at length at their meeting of July 30, 2013 and again with the City Council at the joint workshop on August 5. TPAC's recommendation was to retain its committee in its current form for an additional year while the City works toward one of the following longer term approaches:

- a. Preferred Alternative: a joint agreement with the Port District and the Chamber of Commerce whereby all three entities pool their financial resources and jointly conduct a tourism promotion program.
- b. If unable to achieve above goal: appoint a 5-7 member committee with members appointed from designated stakeholder groups, such as motel operators, the Port and other businesses, with a basic requirement that the appointee's experience has some nexus with the tourism industry.

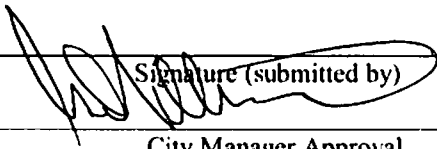
Based upon the August 5 workshop discussion, TPAC will explore alternative structures for its committee and explore the feasibility of a joint relationship for tourism promotion with the Brookings Harbor Port District and Brookings Harbor Chamber of Commerce.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Video Programming

Recommended Action:

Discussion concerning public/education/government (PEG) equipment and programming

Financial Impact:

\$5,481 in equipment costs and \$975 production cost for first program. Equipment funding to be from Public, Education and Government funding provided by Charter Communications; production cost to be paid from Wastewater Fund.

Background/Discussion:

As a result of the current negotiations with Charter Communications concerning a new franchise agreement, it has come to management's attention that we are underutilizing funds allocated to the City specifically for local public/education/government (PEG) programming equipment.

Charter Communications pays the City \$7,400-8,200 annually specifically to purchase and maintain equipment for PEG programming. To date, the only PEG equipment that the City has purchased/maintained is located in the City Council Chambers, and we have expended less than \$2,500 annually for the past five years. We are preparing to update some of the equipment at a cost of about \$11,000, but this will still mean that we have underutilized these funds. The concern is that Charter may attempt to recover the "unspent funds" or reduce future payments. These funds have never been separately accounted-for, although they should be; currently the funding has been deposited into the General Fund.

Staff is proposing to expand the use of the PEG channel to include locally originated programming describing City services. The estimated cost of equipment to accommodate this field activity is \$5,481.

With respect to programming, staff requested a cost estimate from former Channel 9 videographer Candice Michel for developing a 30 minute video describing how the City's wastewater treatment system works. Few people have knowledge of the important role that this \$30 million asset plays in the community. The estimated cost for producing such a video is \$975. The video would then be shown periodically on the City's PEG channel. Similar videos could be produced showcasing the City's water system, parks, police services and fire services. The videos could also be live-streamed on the City's website.

Attachment(s):

- a. Proposal from Candice Michel
- b. Equipment list

City of Brookings Location Filming
Waste Treatment Plant 30 minute special
Production Costs

Activity	# people	time	rate	cost
Storyboard and pre-production	2	3hrs	\$25/hr	\$150
preliminary interviews & walk-through				
shooting order				
Filming	2	2hrs	\$25/hr	\$100
Post-production				
Editing	1	25 hrs	\$25/hr	\$625
VO/ intro/graphics	2	2hrs	\$25/hr	\$100
Ttl:		32hrs		\$975

City of Brookings Location Filming

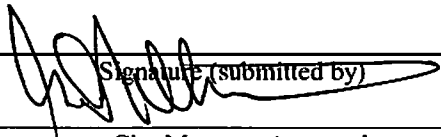
Equipment	Qty	Cost*			
Canon XA10 HD camcorder	1	\$1,999.99			
Wireless microphone WMV1	2	\$350.00			
Battery pack	1	\$98.00			
Battery charger CG800	1	\$75.00			
Manfrotto 294 Carbon Fiber Tripod With 3-Way QR Head	1	\$320.00			
ASUS N53SV-DH71 editing computer	1	\$2,100.00			
Adobe Premiere Pro CS6 editing software	1	\$539.00			
ttl:		\$5,481.99			
* 5/16/2013					

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Police Services Intergovernmental Agreement with Brookings Harbor Port District

Recommended Motion:

1. Authorize Mayor to execute a Police Services Intergovernmental Agreement with the Brookings Harbor Port District for an annual fee of \$66,000, payable in quarterly installments, with an effective service date of September 1, 2013.
2. Authorize City Manager to work with the Port District to develop a plan of service and budget for providing police services to the unincorporated territory within the Brookings Harbor Port District.

Financial Impact:

See background/discussion below.

Background/Discussion:

At its meeting of June 24, the City Council authorized staff to undertake a study of the feasibility of providing police services to the property owned by the Brookings Harbor Port District lying outside the City's boundaries. This action was taken in response to a request from the Port that the City consider providing such service on a contract basis.

Subsequent to that meeting, and following a meeting of the Port District Commission, the District amended its request to include developing a plan for providing police services to all lands within the District's geographic boundaries (a large area; maps will be provided at the workshop).

At a follow-up meeting between District and City staff, and District Commissioner Relaford, on July 31, the following approach was discussed:

1. Finalize the attached contract for police services to become effective September 1, 2013.
2. Develop a plan of service and budget for providing police services to the larger District. This plan and budget may be used to form the basis for a May, 2014, ballot measure to enact a property tax levy within the District to fund police services.

City staff raised the issue of annexation of property within the Urban Growth Area. Staff is concerned about any arrangement whereby the City would be providing its highest value and highest cost service to non-residents for an extended period, and missing the added tax value of development on lands that enjoy police services.

This matter was discussed at the City Council Workshop of August 5, 2013.

The City Manager conferred with the Director of Public Safety and the Director of Finance/Human Resources concerning the initial proposal to provide police services to Port property. Current levels of staffing were reviewed, as well as the Sheriff's Department call data for the Port property. The Port property was added to the regular patrol schedule to gather data on the number of patrol hours that would be provided as a part of the Police Department's routine patrol schedule. Three basic areas of service and cost were explored.

PATROL: The two-week patrol study found that officers would spend approximately 27 hours per week providing routine patrol of the Port as a part of their regular shift. These hours would be distributed over the seven-day-per-week, 24-hour-per-day, 365-day-per-year schedule under which the Police Department now operates. Staff analyzed the cost of providing patrol services using two methods: as a percentage of the budget and as an actual cost of fielding a mid-level police officer exclusive of administrative overhead and equipment costs.

CALLS: Police management reviewed a two-year history of call data for the Port property, both from the City's 9-1-1 records and from data provided by the Sheriff's Department. Police management assigned a time value to each classification of call. The cost of this service was also analyzed using the two methods discussed above. It is anticipated that there may be more reports/calls for service taken by the Brookings Police Department than has been experienced by the Sheriff's Department, as the Brookings Police Department would be providing 24/7 coverage, which the Sheriff's Department does not. Also, the Brookings Police Department employs a proactive approach to law enforcement, meaning police officers make contact with the public and explore suspicious activities in an effort to deal with situations/conditions before a crime is attempted.

SPECIAL EVENTS: There are several special events that generate more than 1,000 participants during the course of the year on Port property. The Police Department will facilitate appropriate event security and provide a law enforcement presence at these events at a level that is determined by the Public Safety Director and Port management. The Port will pay the City the actual cost of providing this service.

Not included in the cost proposal incorporated into the draft Intergovernmental Agreement is administrative overhead and dispatching costs. This contract arrangement will be a learning experience for both City management and Port management, and a more detailed analysis of actual costs will be developed during this initial year of implementation.

Staff believes that adding the Port property to the responsibilities of the Brookings Police Department would not require an increase in staffing. The Council may recall that the City added a police officer approximately two years ago to assure that there would be at least two police officers on duty at all times. Due to turnover, retirements and training periods, this higher level of service has only recently been implemented. In some cases, there are now two officers and a sergeant on a shift, and more officers during periods of shift overlap. The addition of one police officer enabled the City not only to provide 24/7 two-officer coverage, but has increased the Department's capability to handle additional workload.

Another benefit to City residents of contracting this service to the Port District is the general law enforcement approach that intensifying law enforcement activity in a given area pushes the criminal element to areas where the level of law enforcement presence is less. Thus, by adding

the Port property to the general patrol pattern, the City would be further buffered from criminal activity.

Policy Considerations

Staff recommends that the City Council discuss the following policy issues:

1. Initial contracting for police services to the Port District as proposed in the Draft Intergovernmental Agreement.
2. Should the City consider providing police services to the larger Port District area without annexation of at least those properties located within the Urban Growth Area?

Attachment(s):

- a. Police Service to Port Cost Analysis
- b. Draft Intergovernmental Agreement

POLICE SERVICE TO PORT COST ANALYSIS

Cost of one mid-level patrol officer, not including equipment and overhead, is approximately \$90,138. Use \$100,000. Actual weighted hourly rates are \$43.17 regular and \$60.58 OT.

“Typical” police officer handles just over 1,000 police calls/year. 200 calls equals 20 per cent of police officer; \$20,000.

CALLS

Sheriff and BPD 9-1-1 data shows 343 police calls 06/25/11-06/25/13, excluding 9-1-1 incomplete/misuse calls, which do not typically result in an office response. This would be 171 calls per year. BPD has reviewed calls and estimates it would take 125 hours to handle. This does not include cost of dispatcher and supervision.

125 hours X \$43.17: \$5,396. Use \$5,400.

There would probably be more calls than experienced now as there will be higher level of coverage. This method only captures direct cost, no overhead.

Alternate Call Method based upon Budget

Total BPD police service calls 06/25/12-05/25/13 was 11,990 excluding ambulance and fire standby calls (2,566).

200 calls is approximately 1.68 per cent of total calls. 1.68% of \$2,130,305 = \$35,335.

40 per cent of officer time is spent on calls. 40 % X \$35,534 = \$14,136. Use \$14,000.

PATROL

Experimental patrol period estimates 27 hours/wk, 1,404 hours/yr for regular patrol at same level as provided in City. Use hourly rate of \$43.17.

1,404 hours/year patrol X \$43.17 = \$60,610.68. Use \$60,600.

This method only captures direct cost, no overhead.

Alternative Patrol Method based upon Budget

Estimated total annual patrol hours: 24,960 patrol/sergeant/detective hours.

\$2,130,305 budget divided by 24,960 = \$85.35 per patrol hour.

1,404 = 5.6 per cent of total patrol hours.

5.6% of budget = \$119,297. Use \$119,300

60 per cent of officer time is spent on patrol. 60 per cent of \$119,300 = \$71,580. Use \$71,600.

SPECIAL EVENTS

Estimated 76 hours per event, overtime + paid reserves; 20 hrs/OT + 54 hrs/regular. No overhead applied.

Cost per event ($\$60.58 \times 20 \text{ #} + \$15.00 \times 54 \text{ #}$) = \$2,010.60.

Assume following events would require same level of staffing with Port providing additional security:

1. Kite Festival
2. Pirate Festival
3. Fourth of July
4. Party at the Port
5. Slam'n Salmon

Cost per event $\$2,010.60 \times 5 \text{ events} = \$10,053$. Use \$10,000.

Note: Does not include cost of handling incidents that may occur at events or overhead.

BASIC CONTRACT COST A (CALLS + PATROL hourly rate): \$66,000

BASIC CONTRACT COST B (CALLS + PATROL % budget): \$85,600

EVENTS COSTS: \$10,000

TOTAL CONTRACT COST A: \$76,000 +12.0% overhead: \$85,120

TOTAL CONTRACT COST B: \$95,600

DRAFT #2
INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the City of Brookings, an Oregon municipal corporation, (“City”) and the Brookings Harbor Port District (“Port”), for the provision of Police Services at the Port of Brookings Harbor.

RECITALS

WHEREAS, City currently operates the Brookings Police Department providing 24 hour/365 day police services within the City limits; and

WHEREAS, Port has established a Police Department with the authority to exercise police powers in accordance with the provisions and limitation of federal and state laws; and

WHEREAS, City and Port have determined that it would be most efficient for Port to obtain police services from City; and

WHEREAS, ORS 190.010 authorizes City and Port to enter into an intergovernmental agreement;

NOW THEREFORE, City and Port enter into this Agreement.

AGREEMENT

SECTION 1 – SCOPE OF SERVICES

City agrees to provide Port the following police services, pursuant to this Agreement. Police services provided under this Agreement shall be in accordance with policies, procedures and protocols established by and at the discretion of City, in consultation with Port, as needed.

1. Police services to be provided shall include, but not be limited to, enforcement of state statutes, investigation of criminal offenses, and other duties as assigned by City’s Police Chief or the Police Chief’s designee (“Chief”).
2. Service shall be provided in the same manner as police services are provided in City.
3. The area identified in Exhibit “A”, hereto made part of this Agreement by attachment, denotes the geographical area of responsibility encompassed by this Agreement.
4. Chief will meet with Port management at least once each quarter to report on services provided under this Agreement and discuss public safety concerns with the Port Commission.
5. Port acknowledges that City police resources may be insufficient to provide adequate security during special events conducted at the Port. Security planning for special events shall be a joint responsibility of City and Port and all event security plans shall be jointly approved. Port agrees to provide at its sole expense additional security personnel to assist City police in providing adequate security personnel to assist City police in providing adequate public safety on Port property during such events, not later than November of the preceding year. Port management will provide an annual schedule of events to Chief to enable Chief to evaluate staffing and other needs.

SECTION 2 – HOURS OF SERVICE

Officers shall provide routine patrol services for the Port on a random schedule 24 hours per day and provide complaint call coverage 24 hours per day, 365 days per year.

SECTION 3 - EMPLOYEES

1. Assignment of Employees. All City police employees assigned to perform duties under this Agreement shall be at the sole determination and discretion of City and Chief.
2. Status of Employees. All City police employees assigned to provide police services for Port shall remain City police employees and shall not have any right, status or benefit of Port employment.
3. Performance of Employees. City shall maintain standards of employee performance and discipline used in the delivery of police services to Port, including training and professional standards of conduct as set forth by DPSST and Brookings Police Department policy.
4. Payment of Employees. Port shall not be liable for direct payment of salaries, wages, or other employee compensation to City police employees.
5. Accountability of Employees. All City police employees, regardless of patrol areas served under this Agreement, shall at all times be under the direction and control of Chief.

SECTION 4 - SUPPORT SERVICES

1. Administrative services provided by City shall include required records functions, required monthly/annual Oregon Uniform Crime Reporting documentation of incident activity, patrol and emergency response time and field unit status using records management programs and procedures in place or proposed by Brookings Police Department.
2. City will maintain evidence collected by City police officers during this contract in conformance with commonly accepted evidence standards as defined in Section 3.4.
3. Police reports generated as a result of Port complaint calls will be completed using City forms.
4. Port agrees to make office space available within Port District office for use by police employees as needed in support of special events, preparing reports and conducting interviews and the general conduct of police business relating to providing services hereunder.
5. Port agrees to provide, at its sole expense, the use of watercraft as needed for the conduct of police services herein provided.

SECTION 5 - AUTHORIZATION

Port hereby authorizes City to enforce all ORS criminal statutes and agrees to a time-limited grant of jurisdiction to enforce vehicle and traffic statutes during the period of this Agreement – regardless of whether such statutes are considered regulatory or criminal – on and within Port properties, streets and facilities as defined in Exhibit A.

SECTION 6 – COMPENSATION

1. Port shall pay a quarterly fee of \$16,500 to City basic policing services provided under this Agreement, which includes all costs (personnel, benefits, equipment and predictable overtime). Payments shall be made on or before the 15th of each month for which payment is due. All funds

DRAFT #2

received must be earmarked for law enforcement services. Any reduction in funding must be proportionate with other City-wide funding reductions.

2. The quarterly fee listed above shall be adjusted annually based upon the CPI-U West Size class B/C index and upon a review of the first nine-month history of actual patrol time and calls for service directly attributable to Port-owned property.
3. In addition to basic policing services, Port shall pay to City the actual cost of providing police services in support of special events based upon actual weighted hourly rates (salary + benefits) for assigned police personnel. Said payment shall be made within 30 days of the date of the City invoice prepared for the provision of said services.
4. It is agreed and understood that City owns and shall continue to own all right, title and interest in all City patrol vehicles and other City owned equipment utilized in performing police services herein, and nothing herein, nor any of the payments to be made by Port is intended to, or shall be construed to vest Port with any ownership rights, thereto, with any and all such ownership rights remaining with City.

SECTION 7 – EFFECTIVE DATE, REVIEW AND TERMINATION

1. Terms of this Agreement shall begin on _____, 2013 and shall continue through _____ unless sooner terminated in accordance with this section, or superseded by another agreement.
2. This Agreement may be terminated by either party with 60 days written notice. In the event of termination Port must pay in full any and all fees and expenses incurred in accordance with this Agreement through the date of termination. Such fees and expenses are due and payable within 15 days of termination.
3. In the event of termination, City shall continue to provide services necessary to complete any case(s) that has been charged but has not yet been completed prior to said termination, such as appearing at court hearings, and Port shall pay a reasonable hourly rate, as determined by City and Port pursuant to Section 7.4, below, until such case(s) has been completed.
4. Any change in the scope or character of services requested may require a fee review by both parties at least 30 days before implementation of any such change. An increased or decreased fee schedule may be established based upon any requested change in the area, scope, or character of the services provided by City. City and Port shall review the performance, scope, and character of work, compensation and other conditions as needed, but not less than on a quarterly basis.

SECTION 8 – HOLD HARMLESS

1. City agrees to indemnify, defend, and hold Port, its officers, agents and employees, harmless from any and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of, or in any way related to, this Agreement, and arising out of the actions or conduct of City or any of its officers, agents or employees.
2. Port agrees to indemnify, defend and hold City, its officers, agents or employees, harmless from and all claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of, or in any way related to, this Agreement, and arising out of actions or conduct of Port or any of its officers, agents or employees.

DRAFT #2

3. City agrees to include Port, its officers, agents and employees, as additional named insured on liability and vehicle insurance programs to provide coverage against any and all claims occurring as a result of the existence of this Agreement or services performed pursuant to this Agreement.

SECTION 9 – CHOICE OF FORUM

Subject matter and personal jurisdiction over each and every dispute, claim, action, liability, cost, and attorney fee which is in any way related to any right, duty, or contribution or indemnification claim which is any way related to, or connected to, this, regardless of whether such dispute, claim, action, liability, cost, and attorney fee is based upon tort, statute, or contract, shall lie in the Circuit Court of the State of Oregon for the County of Curry.

SECTION 10 – SEVERABILITY

The determination that any provision of this Agreement is in conflict with any federal, state, local constitution, charter, law, ordinance, regulation or order, shall not nullify any other provision of this Agreement. The conflicting provision shall continue in effect to the extent that it remains valid. All remaining sections and conditions of this Agreement shall remain in effect until terminated pursuant to Agreement.

SECTION 11 – DESIGNATED REPRESENTATIVES

Until further written notice from Port or City, any notice under this Agreement shall be sent to:

For City: City Manager, 898 Elk Drive, Brookings, OR 97415

For Port: Executive Director, P.O. Box 846, Brookings, OR 97415

IT IS SO AGREED.

Dated this _____ day of _____, 2013

City of Brookings

Brookings Harbor Port District

City Manager Gary Milliman Date

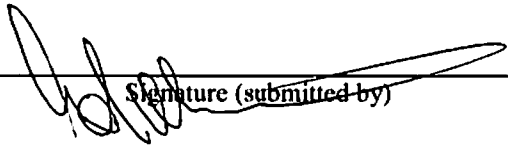
Executive Director Ted Fitzgerald Date

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Golf Course Lease Agreement Late Payment Penalty

Recommended Motion:

Alternate 1: Motion to waive the late payment penalty for the 2013 golf course lease payment by The Claveran Group.

Alternate 2: Motion to direct staff to pursue all legal means to secure payment of the late payment penalty for the 2013 golf course lease payment by The Claveran Group.

Financial Impact:

See below.

Background/Discussion:

The amended lease agreement with The Claveran Group (Salmon Run Golf Course) approved by the City Council on April 8, 2013, was executed by The Claveran Group LLC principal Steve Muir and emailed to the City on August 2, 2013. That amended agreement provides for an annual lease payment of \$20,000; the payment was due and payable on February 2, 2013. The Claveran Group made the lease payment exactly six months later on August 2, 2013.

When the City Council considered the lease amendment in April, The Claveran Group had also requested a change in the lease payment date to May 31, 2013. The City Council did not approve this request. Thus, the late payment penalty provisions of the underlying lease agreement remain in effect. As of the date of the payment, the amount of accrued penalties was \$747.00. According to Salmon Run General Manager Ed Murdock, The Claveran Group does not plan to pay the late payment penalty.

Staff is seeking Council direction as to whether to waive the late payment penalty.

CITY COUNCIL MEETING Minutes

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

Monday, July 22, 2013

Call to Order

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

Roll Call

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

Staff Present: Finance & Human Resources Director Janell Howard, Building Official LauraLee Snook, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and 2 others.

Ceremonies/Appointments/Announcements

Mayor Hedenskog announced July Yard of the Month awards as follows:

- Residential – Rosy & Debra Williams, 316 Memory Lane.
- Commercial – Coos Curry Electric Cooperative, 815 Railroad Street.

Staff Reports

Award contract for Beach Lift Station Rehabilitation project and accept temporary construction and permanent storm drain easements.

Building Official Snook provided the staff report.

Councilor Hamilton asked if staff was confident the contractor could adequately shore up the slope and Snook said they were.

Councilor Pieper moved, a second followed and Council voted unanimously to award the bid in the amount of \$117,000 for the Beach Avenue Lift Station Rehabilitation project to McClennan Excavation as the lowest responsible bidder and accept temporary construction and permanent storm drain easement given by Hannah Lawson at 1515 Beach Avenue, and authorize the Mayor to sign the easements.

Law Enforcement Property Tax Levy Proposal.

Mayor Hedenskog provided the agenda report.

Councilor Hodges said a flat rate would be easier to deal with than a split rate.

Councilor Hamilton said a number of people had told him that a levy under a dollar would be acceptable, while others had said they would not support any levy.

Councilor Pieper said he hoped that, whatever levy the County proposed, it would be to cover the bare bones minimum to determine whether or not voters wanted to support minimal law enforcement in the unincorporated area.

Councilor McClain said Council had been unable to support the County's earlier numbers and the City's proposed \$0.92 per thousand would cover essential services, and allow the unincorporated area to determine what level of patrol was desirable.

Commissioner Susan Brown discussed a proposed levy of \$1.15 which, she said, was the number needed to provide essential services. Brown said in order to keep the cities levy amount at \$0.92, a split rate would be needed, with the cities paying \$0.92 and the unincorporated area paying \$1.45. Her plan, Brown said, would not pay back road department funds at this time, and if the levy passed, the County could fund patrol using general funds. She said she is also proposing that the County get started on implementing a Transient Occupancy Tax (TOT) in the unincorporated area.

Mayor Hedenskog asked Brown about the amount of revenue a TOT tax would provide and Brown said charging a TOT of 9% in the unincorporated area and 3% in the cities, would generate over a \$1 million in funds.

Mayor Hedenskog asked Brown if she thought the governor would allow the County to use 100% of the TOT funds for law enforcement, and Brown said it might be possible if the County made the request with a plan in mind, such as the one they were discussing. Brown said the state wasn't going to miss revenue that it didn't already receive.

Councilor Pieper asked if the County's general fund would pay for any of the essential services and Brown said in her plan it would not. Pieper then asked if there was a contingency plan should the levy fail and Brown said they would have to look at state mandates if the levy failed.

Councilor McClain asked how many deputies the county currently had and Brown said four, with six budgeted. Brown said they were finding it difficult to fill the remaining two positions, due to the lack of secure funding.

Councilor McClain said it sounded a little like a shell game, but he thought weaning the County away from spending general funds to support law enforcement was a good plan. The unincorporated area needed to be responsible for its own patrol, he said, and the magic number was something under a dollar.

Councilor Hodges said he would like to see a law enforcement district formed and asked Brown if there was anyone working to open up any forest lands for logging. Brown said that was a big job and Hodges said the County should push harder.

Councilor Pieper said, if the County was freeing up general funds to pay for more deputies, it was not "like" a shell game...it was a shell game, and while he would support making a recommendation to the County on what to include on the ballot, he didn't know if he could support it to the residents.

Mayor Hedenskog introduced a revised draft letter and asked Council for input.

Councilor Pieper said he would like to see the first sentence changed so that the position was the City's and not that of the City Council.

Councilor Hodges said he was not sure he agreed with that change or that everyone within the City would agree with it and Councilor Pieper said, probably not, but there was only one official position of the City, and that was the Council's. When Council takes a position, he said, there should be no deviation from that position in any part of the City.

Councilor Hodges said staff's position may be different and Councilor Pieper said it shouldn't be. Pieper said the Council and the City's staff are the City, and if Council were to take an official position, it needed to uphold down through the ranks.

Councilor Hodges said he could speak from a Council member's standpoint, but not for everyone at the City, and Pieper said staff members who are paid with tax dollars and rates do not have a position because they are not elected officials.

City Attorney Rice said it was legally permissible to make the change.

Mayor Hedenskog read the proposed draft letter incorporating his revisions and Pieper's suggestion, as follows:

"The purpose of this letter is to clearly state the position of the City of Brookings with respect to a possible countywide property tax levy for law enforcement now being contemplated by the Board of Commissioners.

Starting with the levy in the year 2010, Brookings City Council has been opposed to taxation that unfairly asks citizens of this City to subsidize Sheriff's patrol deputies for the unincorporated areas of the County. In addition, we have argued against any levy methodology that unfairly places a greater responsibility for City citizens to fund the offices of the DA, juvenile, probation, courts and the jail. We have stated continuously that all County citizens should share the funding of essential law enforcement equally. Today, the City Council is in unanimous agreement with this same approach.

In April the City Council proposed a split rate levy of \$0.92 and \$1.93 per \$1,000 assessed valuation to pay for County law enforcement services that equally benefit residents of the cities and the unincorporated areas. That rate was based on our analysis of a document supplied by Commissioner Smith. Since then, the Board of Commissioners has approved the 2013-14 budget that can be used to supply more reliable numbers. Although the Board of Commissioners may agree on a somewhat different rate for a levy, the Brookings City Council is recommending specific language in the proposed levy, such as, the use of proceeds from this property tax levy should be explicitly defined in the language of the measure as being limited to 1) Sheriff's Department general administration, not including road deputies or dispatching services, 2) the operation and maintenance of the County jail, 3) the provision of District Attorney services, 4) the provision of Juvenile and Probation services and, 5) the local cost share of the County Emergency Services Coordinator.

The City Council further recommends that any such property tax levy be authorized for a period of three years, during which time alternatives for providing and funding law enforcement services in Curry County would be explored.

The City Council believes that the County has other alternatives at its disposal to secure funding for patrol services in the unincorporated area and for dispatching services, such as the current practice of charging fees to the cities of Port Orford and Gold Beach for dispatch services, and placing a transient lodging tax measure before the unincorporated area voters to fund Sheriff patrol services."

Councilor Hodges moved, a second followed and Council voted unanimously to direct the Mayor to prepare and sign the letter [to the County regarding a proposed tax levy], as read into the record.

Resolutions

Resolution 13-R-1017 and applying interest credit and reducing interest rate for Curry Health Network for Curry Health Network System Development Charges.

Director Howard provided the staff report.

Councilor Hodges said he thought Council was considering reducing the interest rate to 6%.

Director Howard said that 6% was the number she had previously thrown out as being the highest rate the City might have to pay and, speaking conservatively, she wouldn't want to see the City paying a higher rate than CHN was paying the City. Howard said the resolution in the packet reflected the City Manager's take on what he thought Council was looking to do, but she felt there were a lot of options in between.

Mayor Hedenskog said he had proposed a four step, incentive-based methodology, with the first step being to drop the interest rate to 6%, followed by a second step, dropping it to 3%.

Councilor McClain said he would hate to give CHN an interest rate reduction and later see the City have to borrow at a higher rate. He said he could agree with a 5% or 6% interest rate but there needed to be some give and take. He said as far as he knew, the hospital application had not yet been made and while he would like to assist CHN in getting a hospital, if Council were to give everything up now, they would have no leverage later on.

Councilor Pieper said a lowered interest rate should be based on CHN having held up its part of the bargain, and the section in the resolution waiving future SDCs should be removed.

Councilor McClain said he was against lowering the interest rate to less than 6% at this time and the approach he would take would be to reduce the rate to 6% now, with an additional interest and principle reduction upon seeing some progress. Future SDC's should be considered last, he said.

Mayor Hedenskog listed the possible incentives as 1) reducing the interest rate to 6%, 2) reducing the interest rate to 3%, 3) applying a 3% interest rate credit to the principle retroactively, and 4) waiving future SDCs when CHN submitted building permits for expansion.

Councilor Hamilton said he could easily support reducing the interest rate to 6% at this time, and other step reductions when some forward motion was made toward the hospital application with a reduction in principle being the last step.

Mayor Hedenskog said the only way the City could lose money was if it borrowed at a higher rate and he was not afraid to reduce the interest rate to 3%, although he did like the idea of providing stepped incentives.

Councilor Pieper said he would hate to see Council hold CHN over a barrel on the interest rate and suggested reducing it to 4.5%.

Councilor McClain said he saw no reason to go below 6% at this time.

Councilor Hodges said he thought reducing the rate to 6% was fair, with additional step reductions moving forward, but he was against waiving SDCs.

After further discussion it was generally agreed to reduce the interest rate to 6%, now, and then meet with CHN representatives and work out a plan for a stepped approach tied to specific goals.

Councilor Hodges moved, a second followed and Council voted unanimously to lower the SDC interest rate [to CHN] from 9% to 6%.

Councilor Pieper moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1017 [reducing interest rate for Curry Health Network System Development Charges] including the revisions that we spoke about [to provide only a 3% reduction in the interest rate].

Resolution 13-R-1018 authorizing the refinance of outstanding water system obligation.

Director Howard provided the staff report.

McClain asked how much it cost to refinance and Howard said it had cost the city one-half percent.

Councilor Hodges moved, a second followed and Council voted unanimously to adopt Resolution 13-R-1018, authorizing the refinancing of outstanding water system obligation.

Consent Calendar

1. Approve Council minutes for July 8, 2013.
2. Receive June 2013 financial report.

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

Remarks from Mayor and Councilors

Mayor Hedenskog remarked on how busy the Kite Festival was on Saturday.

Councilor McClain remarked that petitions were being circulated to place a measure on the ballot to change to a Charter form of County government.

Adjournment

Councilor Hodges moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:53 PM.

A meeting of the Urban Renewal Agency followed.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2013:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

RECEIVED
JUL 29 2013
R#2.128848
CITY OF BROOKINGS

Application is being made for:

LICENSE TYPES

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

ACTIONS

- ☐ Change Ownership
☐ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☒ Other: CHANGE LOCATION

90-DAY AUTHORITY

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

APPLYING AS:

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

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 7/15/13

90-day authority: ☐ Yes ☒ No

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

① MICHAEL RYAN WEBSTER ③ _____

② ERIC JOSEPH WEBSTER ④ _____

2. Trade Name (dba): 11 SUPERFLY DISTILLING COMPANY

3. Business Location: 701 RAILROAD AVE BROOKINGS OR 97415
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 8028 PO BOX 8028 BROOKINGS OR 97415
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 530-520-8005
(phone) (fax)

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

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

8. Former Business Name: _____

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

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

11. Contact person for this application: RYAN WEBSTER 530 520 8005
(name) (phone number(s))

(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 7-15-13 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant Donny Dotson 34631/202
Date: 08/05/2013
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Michael and Eric Webster** with their attached **Change Location** liquor license application. The business "**Superfly Distilling Company**" will be located at 701 Railroad Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

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

Lieutenant Donny Dotson
Brookings Police Department

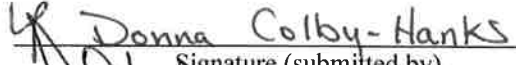


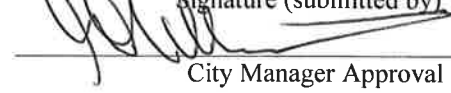
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: PWDS



Signature (submitted by)


City Manager Approval

Subject: A letter from City Council to the Department of Land Conservation and Development (DLCD) requesting grant funding.

Recommended Motion: A motion to send a letter requesting a Coastal Management grant and authorizing the City Manager to sign the grant agreement.

Financial Impact: \$5,400 in grant funds to support the City's Planning program.

Background/Discussion: For many years the City has received an annual grant from the Coastal Management program DLCD administers. Last year the amount of the grant was reduced from previous years due to reduced funding. This year the amount remains the same as last year. The only match for the City is staff time working on the day to day planning matters. There is a requirement that the City Council make a formal request for the grant by way of a letter or resolution.

Policy Considerations: None.

Attachment(s):

- a.* Letter from DLCD offering the grant
- b.* Grant agreement
- c.* Draft letter to be sent to DLCD



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232
rhedenskog@brookings.or.us; www.brookings.or.us

Mayor Ron Hedenskog

August 13, 2012

Patricia L. Snow, Coastal Program Manager
Ocean and Coastal Management Program
Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem, Or. 97301-2540

RE: Department of Land Conservation and Development (DLCD) Grant Request

Dear Patricia,

The Department of Land Conservation and Development (DLCD) grant offer was considered on the City Council's regular agenda August 13, 2012. The Council is making this formal request for the annual Coastal Management Grant funding being offered by DLCD for support of the City's Planning Program. The City appreciates the continued funding DLCD has offered to help provide appropriate planning staff and procedures to ensure compliance with the Statewide Planning Program.

Sincerely,

Ron Hedenskog
Mayor

**Oregon Department of Land Conservation and
Development
FY13-14 Grant Agreement**

Date
July 18, 2013
Type of Grant
Coastal Zone Management

Grantee Name City of Brookings

Grant No.
CPA-13-004

Street Address

898 Elk Drive
Brookings, OR 97415

DLCD Grant Amount

\$5,400

Award Period

July 1, 2013 through June 30, 2014

Grantee Share

\$5,400

Authority

CFDA 11.419

Coastal Zone Management Administrative Awards

Department of Commerce

National Oceanic and Atmospheric Administration (NOAA)

Federal Grant No. NA13NOS4190058 Award Amount: \$2,075,500

State General Fund

Federal Fund

XX

Total Cost

\$10,800

Project Title

Coastal Zone Management 13-14

Grantee Representative

Donna Colby-Hanks, City Planner

541-469-1138

dmorris@brookings.or.us

DLCD Grant Manager

Dave Perry

541-574-1584

dave.perry@state.or.us

This Grant, approved by the Coastal Program Manager of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of state funds contingent upon the issuance of a grant from OCRM/NOAA to DLCD for FY 13/14. By signing the two documents, the Grantee agrees to comply with the Grant provisions shown in Attachment A. Attachment A contains standard terms and conditions, reporting requirements and payment schedule.

Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. *If not signed and returned without modification by the Grantee within 30 days of receipt, the Grant Manager may unilaterally terminate this Grant.* Upon receipt of the signed documents, the DLCD Coastal Program Manager shall sign and one copy will be returned for the Grantee's file.

For the Grantee:

Sign and Print/Type Name of Authorized Official

Title

Date

DLCD Program Manager Signature

DLCD Coastal
Program Manager

Date

Attachment A

Work Program

By agreement with the federal Office of Ocean and Coastal Resource Management (OCRM), use of funds under this grant program is for work within the boundaries of those jurisdictions in Oregon's federally-approved Coastal Zone that have adopted comprehensive plans and land use regulations acknowledged by the Land Conservation and Development Commission (LCDC) and incorporated within the Oregon Coastal Management Program (OCMP).

NOTE: *Grantee acknowledges that grant funds shall not be used for legal or administrative costs associated with defending the Grantee or other grantees from decisions made by the department or the commission.*

Grant Matching Funds Requirement and Rate of Payment

1. This award requires the City of Brookings to provide \$5,400.00 in project-related matching costs from non-federal sources. The City must maintain an accounting for \$10,800.00 in its official records.
2. Matching funds, whether in cash or in-kind, are expected to be paid out at the same general rate as the state share, and matching fund accounting shall be included with each reimbursement request. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the Grantee must fulfill the non-Federal matching commitment over the life of the award.

Payment and Reporting Schedule

1. Reimbursement up to 50% of the grant award will be made upon completion of a semi-annual report due January 31, 2014, for the period July 1, 2013 to December 31, 2013;
2. Final reimbursement up to the total amount of the grant will be made upon completion of a second semi-annual report due July 31, 2014 for the period January 1, 2014 to June 30, 2014.

<p><u>Please note:</u> DLCD will NOT make payment when semiannual reports are more than 60 days beyond the due date.</p>

The following reports are **required** on an on-going basis and in addition to the two semi-annual reports required above:

- Notice of pending land use decisions shall be provided on an ongoing basis to the appropriate DLCD Coastal Regional Representative **before** land use decisions are made. Staff reports and draft findings of fact shall be submitted to the Regional Representative with these notices;
- If this Grant Agreement is terminated for any reason, a final programmatic and financial closeout report is required within 30 days.

Grantee agrees to

1. Designate a Coastal Specialist(s) responsible for preparing staff reports and draft findings of fact for proposed local land use decisions, reports of violations of local land use regulations, and results of field inspections and who will be a point of contact for the Department;
2. Provide **timely** notices, staff reports, and draft findings of fact related to proposed legislative and quasi-judicial land use decisions to the DLCD Regional Representative and affected state and federal agencies before the decisions are made;
3. Coordinate with state agencies, federal agencies, and other units of local government, including port districts, to carry out the provisions of applicable acknowledged plan(s) and ordinances, and to identify plan and regulation violations;
4. At minimum, the Coastal Specialist, or the jurisdictions designee shall attend at least one of two semi-annual meetings of the Oregon Coastal Management Program Network Partners sponsored by the Department. DLCD will reimburse Grantee, up to \$200 per person from this grant to support travel costs associated with attendance at such meeting. Grantee shall conduct all travel in the most efficient and cost effective manner resulting in the best value to DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. Grantee shall provide DLCD with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCD will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> ;
5. Provide pre-application advice and information to potential applicants about acknowledged comprehensive plan and land use regulations that may be applicable, identify sources of technical information that may be useful in addressing these requirements, and invite DLCD to participate in pre-application conferences as appropriate;
6. Provide, upon request, timely findings or certification of compatibility of proposed land use actions or permits with applicable provisions of acknowledged comprehensive plan(s) and land use regulations to relevant state and federal agencies to which application has been made and for which a statement of Land Use Compatibility (LUCS) is required by the state or federal agency
7. Retain all financial and personnel records pertaining to grant expenditures and local matching funds for a period of at least three years from date of filing of final report on this grant, as provided under Standard Conditions, below;
8. Advise in a timely way the Department's Regional Representative of any amendment that may be needed for this grant agreement; and
9. Provide two semi-annual reports to the Department as specified in this agreement.

Use of Grant Funds

Funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out one or more of the following activities:

1. Carry out administrative actions including zone changes, conditional uses, variances, permits, partitionings and other development applications, and similar ministerial and quasi-judicial actions;
2. Codify plan documents and land use regulations, including conversion to digital data bases;
3. Collect data, conduct inventories and studies related to comprehensive plan elements, ancillary or functional plans, and land use regulations;
4. Develop and conduct special public workshops and technical training programs on land use;
5. Develop, amend, or implement intergovernmental coordination programs or agreements;
6. Enforce land use regulations, including developing and implementing dispute resolution programs;
7. Conduct or sponsor land use training for local elected and appointed officials, staffs, and citizens on land use;
8. Make legislative land use amendments to comprehensive plans and land use regulations;
9. Purchase maps and aerial photos to support land use planning functions;
10. Support citizen involvement programs and activities;
11. Update and reprint maps, develop GIS data, inventory data and plan documents;

Standard Conditions

1. The funds made available under this agreement are federal funds (CFDA #11.419) and may not be used to supplant state or local government funds that would otherwise be available in the absence of such federal funds.
2. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, through a grant to the Department of Land Conservation and Development.

3. The Grantee, upon signing the Grant Agreement, agrees to designate a Coastal Specialist(s) either in a cover letter accompanying this agreement, or in an e-mail to diana.evans@state.or.us;
4. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
 - For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
 - Immediately upon written notice if DLCD fails to receive funding, appropriations, limitation, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
 - Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.

DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:

- Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.

Return of Property: Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of the Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

5. The Grantee will maintain standard accepted accounting and fiscal records of the receipt and expenditure of funds by the grantee. The account records for the expenditure of these funds shall be distinguished from the account records of all other funds. Allocations for the time devoted by the designated Coastal Specialist(s) to this award shall be accounted for on a daily basis.

6. The Comptroller General of the United States, the Secretary of Commerce of the United States, the Inspector General of the United States Department of Commerce, the Attorney General of the State of Oregon, the Secretary of State of the State of Oregon, and the Director of the Oregon Department of Land Conservation and Development, or any other duly authorized federal or state representative, shall have access to the documents, papers, and records of transactions related to this Grant. Any special program or financial reports shall be promptly submitted to the Director of the Department of Land Conservation if so requested. All records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after the completion of the final financial closeout report, whichever is later.

The Grantee is subject to the requirements of 2 CFR 225, 15 CFR 24, and audit requirements found in the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156, as implemented by OMB Circular A-133. In order for the department to comply with the Single Audit Act, the Grantee shall submit to the department, as soon as available, a copy of all audits and compliance correspondence for the audited period covering the payment of federal funds under this agreement.

7. Positive efforts shall be made to use small businesses and minority-owned businesses as sources of supplies.
8. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement or to any benefit which might arise therefrom.
9. The Grantee agrees to comply with the non-discrimination requirements below:
Statutory Provisions
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 8 which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
 - Title IX of the Education Amendments of 1972 (20 USC §§1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
 - Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794) and Department of Commerce implementing regulations published at 15 CFR Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;
 - The Age Discrimination Act of 1975, as amended (42 USC §§6101 et seq.) and Department of Commerce implementing regulations published at 15 CFR Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
 - Any other applicable non-discrimination law(s).

Other Provisions

- Parts II and III of EO11246 (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and 12086 (43 FR 46501, 1978), require Federally assisted construction contracts to include the nondiscrimination provisions of §§202 and 203 of that EO and Department of Labor regulations implementing EO11246 (41 CFR § 60-1.4(b), 1991).
- EO 13166 (August 11, 2000), “Improving Access to Services for Persons With Limited English Proficiency,” and Department of Commerce policy guidance issued on March 24, 2003 (68 FR 14180) to Federal financial assistance recipients on the Title VI prohibition against national origin discrimination affecting Limited English Proficient (LEP) persons.



Oregon

John A. Kitzhaber, MD, Governor

Department of Land Conservation and Development

Oregon Coastal Management Program

635 Capitol Street NE, Suite 150

Salem, OR 97301-2540

Telephone: (503) 373-0050

Fax: (503) 378-6033

<http://www.oregon.gov/LCD/OCMP>



July 22, 2013

Donna Colby-Hanks, City Planner
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Donna:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Brookings a Coastal Management grant for \$5,400 to assist you in your planning needs.

The enclosed grant agreement indicates the total amount of our offer and lists the standard and special conditions the City must meet. These conditions are essentially the same as the past few years. Please note the following:

1. Before signing the grant agreement, **please read the agreement and attachments carefully** as they contain the terms and conditions upon which the grant is offered. If any corrections in contact information, etc. are necessary, please make those with red ink and initial the changes. If you have any questions, please contact your assigned DLCD field representative which is listed on the first page of the grant agreement.
2. **Sign and return the original agreement to DLCD** to diana.evans@state.or.us. I will then have DLCD sign, scan and return to you the fully executed agreement. Signature of the grant declares acceptance of **all** terms and conditions in the grant agreement. Please note that there are reporting requirements as a result of accepting this grant. They are spelled out within the text of Attachment A.
3. **In addition** to signing and returning the original agreements, the agreement **must be** accompanied by a request for the grant funding by way of a **formal letter or resolution from your City Council or Board of Commissioners**. This was a new requirement for 2008, and we are continuing this request for the 2013-2014 grant term.
4. The grant agreement is not in effect until the agreements and letter/resolution are returned to the department and signed by DLCD.
5. A FAX will not be accepted..

Funds will be sent to you in accordance with the payment schedule in the grant agreement.

Sincerely,

Patricia L. Snow, Manager
Oregon Coastal Management Program

Enclosure



MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
May 23, 2013

CALL TO ORDER

Chair Patricia Brown called the meeting to order at 7:03pm followed by the Pledge of Allegiance

ROLL CALL

Present: Commissioners Garth Richey, Don Vilelle and Chair Patricia Brown

Also present: Parks/Tech Services Supervisor Tony Baron

APPROVAL OF MINUTES

A. Motion made to approve the minutes of February 21, 2013 as written; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES

None

REGULAR AGENDA

- A. Tree Removal at Stout Park - Tony Parrish requested removal of two Tanoaks, a Madrone, and Cascara tree at Stout Park. Tree removal are would open up area, improve view, provide more sunlight, remove tree hazards and enable Stout Mountain Railway to expand their railway lines. Cost of tree removal would be \$450 with the Railway willing to pay half. Commissioner Vilelle wondered if trees would be replaced, Tony advised that they are planting trees and shrubs in the park, and that the trees removed will not be noticed. Tony Baron had no objections to the trees removal. **Commissioner Ritchey made a motion to approve the request to remove the four trees assuming that it will cost the City no more than \$225 and that Desi's tree service will in fact clean up all the branches and debris; motion seconded by Commissioner Vilelle and Commission voted; the motion carried unanimously.**
- B. 2013 Pool Schedule & Fees - Tony Baron provided the 2013 revised pool schedule. The new pool manager has made suggestions and changes to improve the pool and make it more kid friendly. Pool still operating at a loss, hoping with improved management and implementation of a more family oriented area to increase attendance. **Commissioner Vilelle made a motion to approve the revisions; motion seconded by Commissioner Ritchey and Commission voted; the motion carried unanimously.**
- C. Bear Sculpture at Oasis Park - Tony Baron advised that Mike Woodstra has provided plans for a bear sculpture with a planter in the top that is on a concrete pad and removable and proposes installing it in Oasis Park. Commissioners concern is that kids will climb it, Tony advises the surface is smooth and the branch is strong and not very high if a child were to climb it; said kids typically do not hang around Oasis Park, it's more a place where families stop and take photographs of the downtown bears. **Commissioner Ritchey made a motion to approve and forward a recommendation to City Council for the installation of a bear sculpture at Oasis Park donated by local artist, Mike Woodstra; motion seconded by Commissioner Vilelle and Commission voted; the motion carried unanimously.**

INFORMATION UPDATES/DISCUSSION ITEMS

- A. Alder Street ROW - Tony Baron advised that this ROW also known as Boulder Park is difficult to maintain with the boulders on the grass and wanted to get the Commissions feelings on possibly removing the boulders. Believed the boulders were originally placed there to keep cars from parking on the grassy area and now that the grass is established the boulders could be removed and used elsewhere in City. To be discussed again at a later date.

- B. Chetco Overlook - Tony Baron advised that the ODOT ROW Maintenance Agreement starts July 1. City will now take care of the Hwy 101 ODOT right of way from Chetco Bridge to Harris Beach which entails mowing, street sweeping, sidewalk/curb /gutter, and storm/sewer maintenance. City hiring a seasonal employee to assist with the maintenance. Chetco Overlook area will be accessible for maintenance.
- C. Fire Hydrants Painted - Tony Baron showed photographs of fire hydrants that had been painted by the Public Arts Committee for use in an off leash dog park area which has been discussed in the past. He indicated that the grass area of Stout Park is looking to be the best location as there are no children activities in the area or possibly the grassy area in Easy Manor Park behind the restrooms if it was fenced. The Commission had previously approved a change in the Brookings Municipal Code to allow for an off leash dog park.
- D. Insect Infestation- Leaf Rollers and Redheaded Azalea Caterpillars are eating all the tender new growth on all of the native azaleas in Stout Park and Azalea Park. Full Spectrum Landscaping will be spraying the parks twice, now and in September when they typically hatch. Unknown if azaleas have been previously infested, Tony Baron to check into a possible bug that would eat the caterpillars and leaf rollers so spraying is not forever necessary.

STAFF UPDATES

- Have hired Dennis Tippits full time to work park maintenance and have also hired a seasonal employee for the next four months working parks and streets.

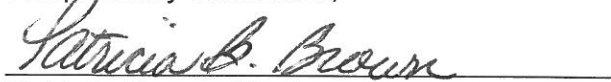
COMMISSIONER REPORTS/COMMENTS

Chair Brown - Regrets that the Garden Club did not have time to spread bark mulch before the Azalea festival, but thought everything looked great around town. Don Vilelle volunteered to spread bark mulch by Bankus fountain after the festival.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:51pm.

Respectfully submitted,



Patricia Brown, Chair

(approved at July 25, 2013 meeting)

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/03/2013	70973	682	Al's Radio Shack	10002005	31.99
07/13	07/03/2013	70974	5157	Jo Atherton	10002005	90.00
07/13	07/03/2013	70975	255	Batteries Plus	10002005	49.00
07/13	07/03/2013	70976	2407	Blue Star Gas	10002005	1,585.90
07/13	07/03/2013	70977	1522	Blumenthal Uniforms	10002005	183.25
07/13	07/12/2013	70978	416	Brookings Lock & Safe Co	10002005	.00 V
07/13	07/03/2013	70979	313	Brookings Vol Firefighters	10002005	2,250.00
07/13	07/03/2013	70980	715	Budge McHugh Supply	10002005	1,209.22
07/13	07/03/2013	70981	528	Caselle, Inc	10002005	769.33
07/13	07/03/2013	70982	4977	Civic Plus	10002005	4,454.00
07/13	07/03/2013	70983	1740	Code Publishing Company Inc	10002005	252.45
07/13	07/03/2013	70984	3844	Donna Colby-Hanks	10002005	69.00
07/13	07/03/2013	70985	183	Colvin Oil Company	10002005	3,375.36
07/13	07/03/2013	70986	182	Coos-Curry Electric	10002005	21,574.80
07/13	07/03/2013	70987	389	Cummins Northwest LLC	10002005	308.79
07/13	07/03/2013	70988	259	Da-Tone Rock Products	10002005	1,485.72
07/13	07/03/2013	70989	1	Douglas Heaton	10002005	186.91
07/13	07/03/2013	70990	1	William Outland	10002005	140.37
07/13	07/03/2013	70991	5156	Desi's Tree Trimming	10002005	650.00
07/13	07/03/2013	70992	749	Emerald Pool & Patio	10002005	1,019.80
07/13	07/03/2013	70993	5125	Fanning, Jordan	10002005	230.00
07/13	07/03/2013	70994	2186	Ferguson	10002005	14,096.14
07/13	07/03/2013	70995	4757	First American Title Insurance Co.	10002005	250.00
07/13	07/03/2013	70996	298	Freeman Rock, Inc	10002005	46.48
07/13	07/03/2013	70997	4646	Frontier	10002005	636.55
07/13	07/03/2013	70998	338	GC Systems Inc	10002005	610.32
07/13	07/03/2013	70999	167	Hach Company	10002005	353.08
07/13	07/03/2013	71000	139	Harbor Logging Supply	10002005	713.03
07/13	07/03/2013	71001	4953	Harbor Truss	10002005	150.00
07/13	07/03/2013	71002	199	Harper, Richard	10002005	300.00
07/13	07/03/2013	71003	4526	Janell K. Howard	10002005	879.99
07/13	07/03/2013	71004	162	Kerr Hardware	10002005	795.76
07/13	07/03/2013	71005	202	League of Oregon Cities	10002005	4,742.15
07/13	07/03/2013	71006	328	Les Schwab Tire Center	10002005	91.44
07/13	07/03/2013	71007	867	Local Gov't Personnel Inst	10002005	285.00
07/13	07/03/2013	71008	3678	Kenneth Manuele	10002005	150.00
07/13	07/03/2013	71009	4165	Tyler McCourt	10002005	99.00
07/13	07/03/2013	71010	4269	Milliman, Gary	10002005	67.50
07/13	07/03/2013	71011	433	NCL of Wisconsin	10002005	426.19
07/13	07/03/2013	71012	685	Neilson Research Corporation	10002005	390.60
07/13	07/03/2013	71013	4487	Net Assets Corporation	10002005	250.00
07/13	07/03/2013	71014	334	North Coast Electric Company	10002005	2.70
07/13	07/03/2013	71015	4748	Northstar Chemical, Inc	10002005	3,240.00
07/13	07/03/2013	71016	3789	Oak Street Health Care Center	10002005	150.00
07/13	07/03/2013	71017	279	One Call Concepts, Inc	10002005	27.72
07/13	07/03/2013	71018	4970	Outdoor Creations, INC	10002005	920.00
07/13	07/03/2013	71019	4815	Platt	10002005	550.00
07/13	07/03/2013	71020	322	Postmaster	10002005	820.00
07/13	07/03/2013	71021	3751	Proficient Automotive	10002005	628.80
07/13	07/03/2013	71022	207	Quill Corporation	10002005	622.54
07/13	07/03/2013	71023	4363	Robert N. Black, Attorney	10002005	3,606.00
07/13	07/03/2013	71024	3369	Schwabe Williamson & Wyatt PC	10002005	312.00
07/13	07/03/2013	71025	267	SeaWestern Fire Fighting Equip	10002005	980.37

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/03/2013	71026	1197	Teledyne Isco Inc	10002005	764.73
07/13	07/03/2013	71027	797	Town & Country Animal Clinic	10002005	179.10
07/13	07/03/2013	71028	273	Traffic Safety Supply Co, Inc	10002005	391.75
07/13	07/03/2013	71029	2863	Verizon Wireless	10002005	426.82
07/13	07/03/2013	71030	2122	Cardmember Service	10002005	4,644.39
07/13	07/03/2013	71031	610	WESCO Distribution Inc	10002005	2,656.00
07/13	07/03/2013	71032	4694	Travis Wright	10002005	99.00
07/13	07/11/2013	71033	2505	Aramark	10002005	112.25
07/13	07/11/2013	71034	3996	Beery Elsner & Hammond LLP	10002005	315.16
07/13	07/11/2013	71035	2407	Blue Star Gas	10002005	1,156.80
07/13	07/11/2013	71036	416	Brookings Lock & Safe Co	10002005	99.00
07/13	07/11/2013	71037	3015	Charter Communications	10002005	84.90
07/13	07/11/2013	71038	3834	Clean Sweep Janitorial Service	10002005	805.00
07/13	07/11/2013	71039	4736	C-More Pipe Services CO.	10002005	3,330.00
07/13	07/11/2013	71040	173	Curry Equipment Company	10002005	212.89
07/13	07/11/2013	71041	1	John & Heather Bowers	10002005	2.83
07/13	07/11/2013	71042	1	Nicole Edwards	10002005	112.74
07/13	07/11/2013	71043	1	Daniel Goodwin	10002005	110.49
07/13	07/11/2013	71044	1	Steve & Wendy Gullickson	10002005	17.35
07/13	07/11/2013	71045	1	Tallisha Nice	10002005	195.72
07/13	07/11/2013	71046	1	Joe & Laura Nicholson	10002005	33.30
07/13	07/11/2013	71047	1	Andrew Shull	10002005	100.13
07/13	07/11/2013	71048	1	Sunshine Ware	10002005	24.32
07/13	07/11/2013	71049	4646	Frontier	10002005	20.12
07/13	07/11/2013	71050	5024	Lincoln Commercial Pool Equipm, Inc	10002005	1,010.06
07/13	07/11/2013	71051	4498	Mauldin Electric	10002005	1,308.50
07/13	07/11/2013	71052	4781	OHA Cashier	10002005	70.00
07/13	07/11/2013	71053	5008	Online Information Services	10002005	116.20
07/13	07/11/2013	71054	4970	Outdoor Creations, INC	10002005	685.00
07/13	07/11/2013	71055	5028	Provantage	10002005	44.72
07/13	07/11/2013	71056	207	Quill Corporation	10002005	595.67
07/13	07/11/2013	71057	5084	RH2 Engineering, Inc	10002005	2,095.00
07/13	07/11/2013	71058	990	UPS	10002005	531.75
07/13	07/11/2013	71059	169	Waste Connections Inc	10002005	1,457.53
07/13	07/11/2013	71060	4131	Zumar Industries Inc	10002005	775.25
07/13	07/18/2013	71061	882	Advanced Security Systems	10002005	70.50
07/13	07/18/2013	71062	4508	AICPA Institute	10002005	225.00
07/13	07/18/2013	71063	4801	Ali's Graphic Shirts & More	10002005	39.00
07/13	07/18/2013	71064	3759	Apple Time Inc	10002005	530.17
07/13	07/18/2013	71065	342	Applied Industrial Technology	10002005	27.72
07/13	07/18/2013	71066	817	Auto Additons, Inc	10002005	595.99
07/13	07/18/2013	71067	4939	BI- Mart Corporation	10002005	1,226.19
07/13	07/18/2013	71068	1522	Blumenthal Uniforms	10002005	389.26
07/13	07/18/2013	71069	3622	Boardwalk Mail Services	10002005	31.89
07/13	07/18/2013	71070	4788	BOLI	10002005	250.00
07/13	07/18/2013	71071	5048	Brookings Harbor Medical Center	10002005	75.00
07/13	07/18/2013	71072	5158	Brookings Harbor Ministerial Assoc	10002005	65.00
07/13	07/18/2013	71073	416	Brookings Lock & Safe Co	10002005	6.00
07/13	07/18/2013	71074	5144	Brush, Tim	10002005	23.50
07/13	07/21/2013	71075	4193	C & K Markets, Inc	10002005	.00 V
07/13	07/18/2013	71076	149	Carpenter Tire Factory	10002005	4.70
07/13	07/18/2013	71077	3015	Charter Communications	10002005	990.00
07/13	07/18/2013	71078	822	Coast Auto Center	10002005	693.47
07/13	07/18/2013	71079	1745	Coastal Paper & Supply, Inc	10002005	1,009.25
07/13	07/18/2013	71080	183	Colvin Oil Company	10002005	3,838.32
07/13	07/18/2013	71081	5109	Compview INC	10002005	720.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/18/2013	71082	5042	Curry General Hospital	10002005	42.00
07/13	07/18/2013	71083	166	Dan's Auto & Marine Electric	10002005	292.63
07/13	07/18/2013	71084	284	Day Management Corp	10002005	740.50
07/13	07/18/2013	71085	317	DCBS - Fiscal Services	10002005	879.47
07/13	07/18/2013	71086	1	Carole Bach	10002005	14.55
07/13	07/18/2013	71087	1	Jake Brattain	10002005	10.10
07/13	07/18/2013	71088	1	Terri & William Clancy	10002005	11.81
07/13	07/18/2013	71089	1	Kenneth Davis Jr	10002005	9.61
07/13	07/18/2013	71090	1	Tom Donaldson & Kay Jones	10002005	22.83
07/13	07/18/2013	71091	5156	Desi's Tree Trimming	10002005	375.00
07/13	07/18/2013	71092	484	DMV	10002005	587.00
07/13	07/18/2013	71093	2640	Dyer Partnership Inc., The	10002005	38,253.79
07/13	07/18/2013	71094	153	Ferrellgas	10002005	1,027.11
07/13	07/18/2013	71095	5027	Jaired Freeman	10002005	267.00
07/13	07/18/2013	71096	4646	Frontier	10002005	1,113.60
07/13	07/18/2013	71097	1346	Gail's Graphics	10002005	168.00
07/13	07/18/2013	71098	5078	Geotechnical Resources, Inc	10002005	420.00
07/13	07/18/2013	71099	5159	John Geraghty	10002005	30.00
07/13	07/18/2013	71100	269	Grainger	10002005	480.60
07/13	07/18/2013	71101	198	Grants Pass Water Lab	10002005	361.00
07/13	07/18/2013	71102	4128	GSI Water Solutions Inc	10002005	847.00
07/13	07/18/2013	71103	1130	H.D. Fowler	10002005	341.25
07/13	07/18/2013	71104	154	Hagen's Dry Cleaners	10002005	91.00
07/13	07/18/2013	71105	3632	Harbor View Windows	10002005	125.00
07/13	07/21/2013	71106	4171	In-Motion Graphics	10002005	.00 V
07/13	07/18/2013	71107	4954	John Deere Financial	10002005	761.93
07/13	07/18/2013	71108	1397	L N Curtis & Sons	10002005	702.00
07/13	07/18/2013	71109	5024	Lincoln Commercial Pool Equipm, Inc	10002005	287.35
07/13	07/21/2013	71110	4741	M & J Glazebrook Construction	10002005	.00 V
07/13	07/18/2013	71111	4498	Mauldin Electric	10002005	190.00
07/13	07/18/2013	71112	5160	Motel 6	10002005	251.95
07/13	07/18/2013	71113	123	Motorola	10002005	3,732.00
07/13	07/18/2013	71114	424	Munnell & Sherrill	10002005	133.29
07/13	07/18/2013	71115	1844	My-Comm, Inc	10002005	301.65
07/13	07/18/2013	71116	5162	National Hose Testing Specialt, Inc	10002005	3,735.80
07/13	07/18/2013	71117	5163	Newman Traffic Signs	10002005	590.83
07/13	07/18/2013	71118	3159	Northcoast Health Screening	10002005	357.00
07/13	07/18/2013	71119	5155	Oregon Department of Revenue	10002005	1,802.00
07/13	07/18/2013	71120	5161	Oregon State Medical Examiner	10002005	15.00
07/13	07/18/2013	71121	5133	Pace Engineer, Inc	10002005	14,300.00
07/13	07/18/2013	71122	252	Paramount Pest Control	10002005	45.00
07/13	07/18/2013	71123	1920	Pitney Bowes, Inc	10002005	83.00
07/13	07/18/2013	71124	4992	Police Legal Sciences, Inc	10002005	840.00
07/13	07/18/2013	71125	1893	Public Safety Center	10002005	96.48
07/13	07/18/2013	71126	207	Quill Corporation	10002005	66.53
07/13	07/18/2013	71127	267	SeaWestern Fire Fighting Equip	10002005	228.08
07/13	07/18/2013	71128	5148	Shaun Pigott Associates, LLC	10002005	2,080.00
07/13	07/18/2013	71129	3093	Shelton Turnbull Printers Inc	10002005	596.59
07/13	07/18/2013	71130	380	Stadelman Electric Inc	10002005	11,929.88
07/13	07/18/2013	71131	4925	State of Oregon Surplus Property	10002005	900.00
07/13	07/18/2013	71132	4370	Verizon Business	10002005	475.90
07/13	07/18/2013	71133	861	Village Express Mail Center	10002005	25.83
07/13	07/18/2013	71134	169	Waste Connections Inc	10002005	6,397.33
07/13	07/18/2013	71135	4193	C & K Markets, Inc	10002005	57.73
07/13	07/19/2013	71136	4171	In-Motion Graphics	10002005	580.00
07/13	07/19/2013	71137	4741	M & J Glazebrook Construction	10002005	4,725.60

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
07/13	07/25/2013	71138	738	Adolph Kiefer & Assoc	10002005	578.04
07/13	07/25/2013	71139	4797	Tony Baron	10002005	60.00
07/13	07/25/2013	71140	5108	Brad Kelly, PT	10002005	425.00
07/13	07/25/2013	71141	5048	Brookings Harbor Medical Center	10002005	150.00
07/13	07/25/2013	71142	5070	Cannon Solutions America	10002005	629.25
07/13	07/25/2013	71143	528	Casselle, Inc	10002005	425.00
07/13	07/25/2013	71144	4736	C-More Pipe Services CO.	10002005	75,432.17
07/13	07/25/2013	71145	1	Brandon Ibarra	10002005	65.51
07/13	07/25/2013	71146	4646	Frontier	10002005	242.77
07/13	07/25/2013	71147	3408	IDEXX Distribution Inc	10002005	919.81
07/13	07/25/2013	71148	4171	In-Motion Graphics	10002005	810.00
07/13	07/25/2013	71149	4954	John Deere Financial	10002005	103.87
07/13	07/25/2013	71150	5166	Kennedy/Jenks Consultants	10002005	10,000.00
07/13	07/25/2013	71151	1397	L N Curtis & Sons	10002005	770.00
07/13	07/25/2013	71152	1396	Lifeguard Store, The	10002005	265.50
07/13	07/25/2013	71153	5024	Lincoln Commercial Pool Equipm, Inc	10002005	1,650.46
07/13	07/25/2013	71154	5164	Mac Mazzettia Construction	10002005	7,025.00
07/13	07/25/2013	71155	4901	Mountain View Paving, Inc	10002005	1,000.00
07/13	07/25/2013	71156	4942	NAS Associates, INC	10002005	4,700.00
07/13	07/25/2013	71157	433	NCL of Wisconsin	10002005	106.69
07/13	07/25/2013	71158	5101	Pitney Bowes Bank, Inc	10002005	500.00
07/13	07/25/2013	71159	5165	PPI Group	10002005	14,000.00
07/13	07/25/2013	71160	2699	Public Works Supply	10002005	219.10
07/13	07/25/2013	71161	207	Quill Corporation	10002005	403.41
07/13	07/25/2013	71162	3	Dallas Ettinger	10002005	7.57
07/13	07/25/2013	71163	3	Susan Roughen	10002005	102.42
07/13	07/25/2013	71164	3	Sheridan Anne Smith	10002005	18.25
07/13	07/25/2013	71165	3	Rick Smith	10002005	212.91
07/13	07/25/2013	71166	3	Oliver Wormsbecker	10002005	36.08
07/13	07/25/2013	71167	3369	Schwabe Williamson & Wyatt PC	10002005	78.00
07/13	07/25/2013	71168	5167	Trojan Technologies	10002005	32,212.50
07/13	07/25/2013	71169	861	Village Express Mail Center	10002005	10.67
07/13	07/25/2013	71170	2468	Weeks, Cliff	10002005	54.99
Grand Totals:						368,519.25

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City of Brookings

URBAN RENEWAL AGENCY Minutes

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, July 22, 2013

Call to Order

Chair Hedenskog called the meeting to order at 8:54 PM.

Roll Call

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

Staff Present: Finance & HR Director Janell Howard, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Curry Coastal Pilot Reporter Jane Stebbins.

Consent Calendar

1. Approve Agency minutes for June 24, 2013.

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

Resolutions

Resolution 13-R-1019, authorizing the refinance of outstanding Urban Renewal obligations.

Director Howard provided the staff report.

Director Hodges moved, a second followed and the Agency voted unanimously to adopt Resolution 13-R-1019, authorizing the refinancing of outstanding Urban Renewal obligations.

Adjournment

Chair Hedenskog moved, a second followed and the Agency voted unanimously to adjourn by voice vote at 8:58 PM.

Respectfully submitted:

ATTESTED:
this ____ day of _____ 2013:

Ron Hedenskog, Chair

Joyce Heffington, City Recorder

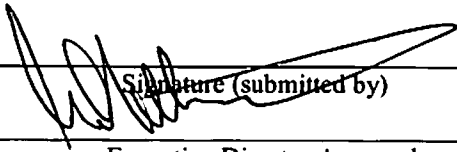
CITY OF BROOKINGS

URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: August 12, 2013

Originating Dept: Executive Director



Signature (submitted by)

Executive Director Approval

Subject: Urban Renewal Project Review and Special Workshop

Recommended Motion:

Motion to schedule a special workshop to review Urban Renewal Plan and discuss possible future projects.

Financial Impact:

Background/Discussion:

It has now been 10 years since the adoption of the Urban Renewal Plan. Staff has prepared a report on the status of the Urban Renewal Plan, and is requesting a workshop with the Council to discuss prioritization of projects going forward.

Attachment(s):

- a. City of Brookings Urban Renewal Agency Project Review.

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-afield 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.

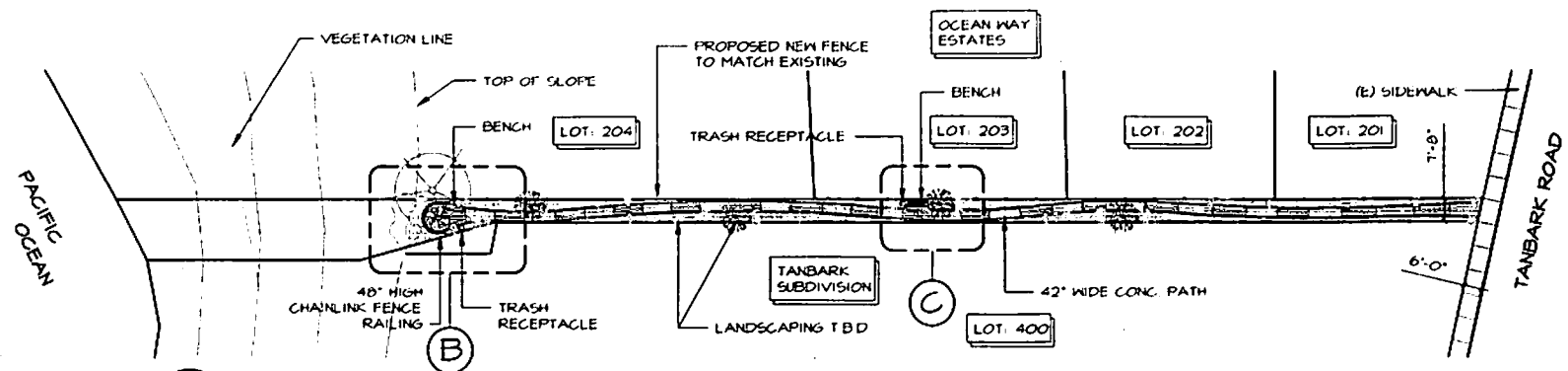
SITE

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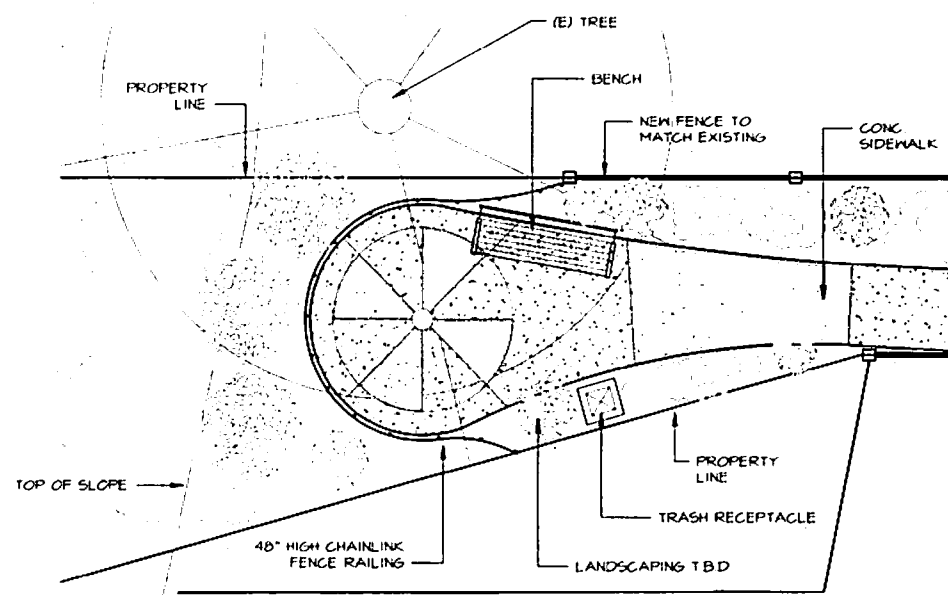
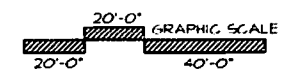
CITY OF BROOKINGS
PROPOSED
TANBARK OVERLOOK
BROOKINGS, OREGON 97415

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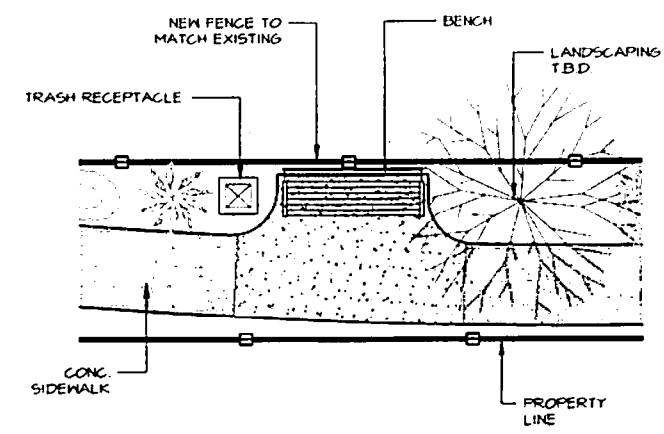
A. OVERALL SITE PLAN
TANBARK OVERLOOK

SCALE: 1" = 40'-0"



B. ENLARGED PLAN
TANBARK OVERLOOK

SCALE: 1/4" = 1'-0"



C. ENLARGED PLAN
TANBARK OVERLOOK

SCALE: 1/4" = 1'-0"

City of Brookings
Tanbark Overlook
Phase 1

Nov 6 2011

No.	Description	Quantity	Unit	Unit Cost	Item Cost
1	Bench	2		\$879.00	\$1,758
2	Trash Receptacles	2		\$423.00	\$846
3	Aggregate Base	65	Ton	\$30.00	\$1,950
4	Concrete Sidewalk	1280	SF	\$8.00	\$10,240
5	Wood Fence	200	LF	\$15.00	\$3,000
6	48" Chain Link Fence	50	LF	\$20.00	\$1,000
7	Landscaping	All	LS	\$2,500.00	\$2,500
Total Construction Cost					\$21,294
Contingency (10%)					\$2,149
Legal & Administration					\$1,400
Total Project Cost - Phase 1					\$24,843

**Cost Estimate
Mill Beach Access Road**

Item	Description	Unit	Quantity	Unit Price	Total
1	Mobilization	1	LS	\$ 5,000	\$ 5,000
2	Grading (1000 SF delta 10 feet)	185	CY	\$ 15	\$ 2,778
3	Foundation stabilization	100	CY	\$ 20	\$ 2,000
4	Paving	5100	SF	\$ 2	\$ 10,200
5	Aggregate base	300	ton	\$ 20	\$ 6,000
6	RipRap	1	LS	\$ 3,000	\$ 3,000
7	Signage	1	LS	\$ 1,000	\$ 1,000
8	Retaining wall	1	LS	\$ 2,000	\$ 2,000
9	Permits	1	EA	\$ 1,000	\$ 1,000
10	Drainage improvements	1	LS	\$ 2,500	\$ 2,500
	Subtotal				\$ 35,478
	Contingency				\$ 3,548
	Total 1 road improvements only				\$ 39,026
11	Restroom	1	EA	\$ 27,500	\$ 27,500
12	Water	75	LF	\$ 50	\$ 3,750
13	Sewer Lateral	25	LF	\$ 40	\$ 1,000
14	Sewer Lift	1	EA	\$ 2,000	\$ 2,000
15	Electrical	1	LS	\$ 3,000	\$ 3,000
16	ADA access to bathroom	1	LS	\$ 2,000	\$ 2,000
17	Concrete Pad	1	LS	\$ 1,500	\$ 1,500
18	Lighting	1	LS	\$ 2,000	\$ 2,000
	Subtotal				\$ 42,750
	Contingency				\$ 4,275
	Total 2 bathroom only				\$ 47,025
Alternate 1: Use permeable pavers instead of asphalt at bottom of slope					
1a	Permeable pavers	3000	SF	\$6	\$ 18,000
2a	Paving	2100	SF	\$2	\$ 4,200
	Subtotal				\$ 22,200
	Replace Alt 1 with Item 4 above				\$ (10,200)
	Difference (additional cost)				\$ 12,000
Total Cost	All Alternatives				\$ 98,051