

City of Brookings **WORKSHOP Agenda**

CITY COUNCIL

Monday, March 5, 2012, 4:00pm

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

A. Call to Order

B. Roll Call

C. Topics

1. City Art Inventory Presentation. [Pg. 2, Public Art Committee]
2. Chetco Avenue Christmas Decorations. [Pg. 3, City Manager]
 - a. Proposal from Brookings Downtown Merchant Association [Pg. 4]
3. Chamber of Commerce Agreement. [Pg. 7, City Manager]
 - a. Agreement [Pg. 8]
4. Smoking Ban Ordinance. [Pg. 12, Public Works]
 - a. Proposed revisions [Pg. 13]
5. Yard of the Month Program. [Pg. 14, City Manager]
6. Administration of Utility Billing. [Pg. 15, Administrative Services]

D. Council Member Requests for Workshop Topics

E. Adjournment

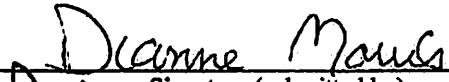
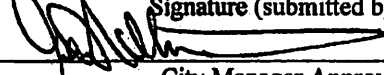
All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: March 5, 2012

Originating Dept: Planning


Signature (submitted by)

City Manager Approval

Subject: Public Art Committee creation of an inventory of City owned art.

Recommendation: Hear Committee members ideas about possible review of City art to consider needed repairs, replacement, rotation, etc.

Financial Impact: None.

Background/Discussion: Public Art Committee members toured City Hall and other City property and created a list, complete with photos, of art owned by the City. In doing so they discovered some interesting things that two of the Committee members will discuss with you at the workshop. The inventory with photos is extensive so a copy has been placed in the Council Reading mailbox for your review and will be available to look at during the workshop.

Policy Considerations: None.

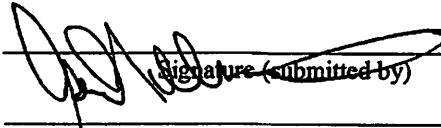
Attachment(s): None

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 5, 2012

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Chetco Avenue Christmas Decorations

Recommended Action: Hear presentation from Brookings Downtown Merchants Association and refer request for City financial support of Chetco Avenue Christmas Decorations.

Financial Impact: \$5,000 General Fund.

Background/Discussion:

The City has received a request from the Brookings Downtown Merchants Association (BDMA) for City participation in a project to install Christmas decorations along Chetco Avenue. The BDMA is seeking a \$5,000 contribution from the City toward the purchase of decorations, permission to install decorations on City street light poles, and the installation of a Christmas tree at the Hillside Oasis pocket park.

The pole decorations would not be lighted, but would consist of a reflective garland material. The BDMA would be purchasing 106 strands of garland at a cost of \$2,600. Other costs associated with the garland installation would include rental of a bucket truck, labor and installation materials.

The estimated cost of purchasing and installing a fully-decorated 18-foot Christmas tree is \$1,550, which includes electrical costs.

BDMA would need to secure approval from Coos Curry Electric Cooperative and/or Frontier Communications to install the garland on poles owned by those entities. BDMA and the City would also need to secure permits from ODOT for the installation of the garland, which would likely involve traffic control along Chetco Avenue.

The City's Public Art Committee, who developed and implemented the plan for the Hillside Oasis pocket park, supports the proposal to place a Christmas tree at that location.

Attachment(s):

- a. Proposal from Brookings Downtown Merchants Association.

Chetco Avenue Christmas Decorations 2012

Proposed by the Brookings Downtown Merchants Association, Brookings, OR 97415

A Proposal for the Decoration of Chetco Avenue from November 29, 2012 to January 4, 2013

Summary

The theme of this year's Christmas decorations will be "Brookings: The South Oregon Coast Christmas Village." Participating merchants will decorate their store fronts with the theme of an 'Old English Village.'

Areas to Be Decorated

Two main areas of Brookings would be decorated. Cost breakdown is found in Annex A of this proposal.

A. Light Poles from Constitution Way to Ransom Avenue

Total of 101 Poles

Cost of \$3, 6000

B. A Christmas Tree

Located on corner of Hillside and Chetco Avenue

Cost of \$1,150.00

Annex A

Christmas Decoration Cost for Lamp Posts

\$2,600.00 for decorations

- a. 52 (15 foot)**
- b. 53 (18 foot)**

\$300.00: bucket truck (Put up and Take Down)

\$300.00: Labor (Put up and Take down)*

\$100.00: Installation Clips

\$3,600.00 Total

***Depending on Volunteer Strength**

Christmas Tree

\$25.00 Permit

\$500.00 Decorations

\$200.00 Tree*

\$300.00 Boom Truck for Set-Up and Removal

\$100.00 Electricity (Set-Up)

\$150.00 Guide Cables

\$125.00 Scaffolding

\$150.00 Electrical Power for Month

\$1,550.00 Total

***Possible Donation Item**

Chetco Avenue Christmas Decorations 2012

Proposed by the Brookings Downtown Merchants Association, Brookings, OR 97415

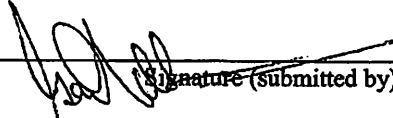
**A Proposal for the Decoration of Chetco Avenue from November 29, 2012 to
January 4, 2013**

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 5, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Chamber of Commerce Agreement

Background/Discussion:

The agreement between the City and the Brookings Harbor Chamber of Commerce dated July 1, 2007, is scheduled to expire on June 30, 2012. The agreement provides that the City pays to the Chamber an amount equal to 25 per cent of the transient occupancy tax collected by the City. Under the terms of the agreement, the Chamber uses those funds to provide a program to promote tourism and local and special events. The program is generally described to include advertising, mailings, billboards and other advertising methods. The agreement also provides that the Chamber is to operate a Visitor Information Center during certain days and hours as specified. The agreement limits the amount of City funding to be used for payroll costs to 30 per cent of the total funds provided.

Staff is requesting that the City Council provide comments with respect to any changes in the terms and conditions that the Council desires to pursue, or any other changes in the manner in which the City allocates funding for tourism promotion.

During the term of the existing agreement, the City has paid the following amounts to the Chamber of Commerce:

FY 2007-08	44,609	FY 2009-10	35,247
FY 2008-09	40,076	FY 2010-11	35,095

The City enacted a Transient Occupancy Tax in 1980. The local ordinance establishing the tax provides that 25 per cent of the proceeds are to be used to promote tourism. The 2011-12 budget projects Transient Occupancy Tax revenue of \$138,000; 25 per cent of this amount would be \$34,500. The term "promote tourism" is not defined in the ordinance.

The State has made substantial revisions to Transient Lodging Tax regulations since 1980, including provisions requiring that 70 per cent of any tax levied after 2003 be used for "tourism promotion or tourism related facilities." While this provision does not legally apply to the Brookings tax, ORS 320.300 defines "tourism promotion" as 1) advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists, 2) conducting strategic planning and research necessary to stimulate future tourism development, 3) operating tourism promotion agencies and 4) marketing special events and festivals designed to attract tourists.

Attachment(s):

- a. Agreement with the Brookings Harbor Chamber of Commerce

AGREEMENT

(City of Brookings/Brookings-Harbor Chamber of Commerce)

THIS AGREEMENT, effective as of July 1, 2007, by and between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon, hereinafter called "CITY"; and the BROOKINGS-HARBOR CHAMBER OF COMMERCE, an Oregon Not For Profit Corporation, hereinafter called "CHAMBER".

RECITALS

WHEREAS, the Common Council of CITY desires to contract for a tourism promotion program utilizing funds from motel taxes collected within the City of Brookings, and

WHEREAS, CHAMBER has the capability and desire to undertake such a tourism promotion program,

AGREEMENT

NOW, THEREFORE, for and in consideration of the sums to be paid by CITY and the obligations to be performed by CHAMBER as hereinafter set forth, the parties hereto mutually covenant, stipulate and agree as follows:

1. Promotions Fee. CITY agrees to pay to CHAMBER a fee to perform a specified program of activities as agreed upon during the City of Brookings annual budget preparation and adoption process. Said agreed upon fee shall equal 25% of the annual estimated motel tax to be collected by CITY in the upcoming fiscal year.

If actual motel tax collected exceeds the annual estimate, the following will occur:

- CHAMBER will submit a supplemental budget equal to 25% of the difference between actual and estimated motel tax
- Upon review and approval of the supplemental budget by CITY, 25% of the difference between actual and estimated motel tax will be forwarded to the Chamber.

If actual motel tax collected is less than the annual estimate, 25% of the difference between the actual and estimated motel tax will be deducted from the following year's first monthly payment to the CHAMBER.

2. Payment. Monies payable under Paragraph 1 shall be transmitted by CITY to CHAMBER monthly, by the 15th day of the following month, in the amount of 1/12th of the annual agreed upon total annual fee.

3. Promotions Program. CHAMBER shall develop and implement an agreed upon program designed to promote tourism and local and special events in the Brookings area. Such

programs may include, but are not limited to: radio, television, and magazine advertisements; mailings; flyers; billboards; and other advertising methods designed to both promote tourism and local and special events, and to inform visitors as to scenic and historic attractions, entertainment, restaurants, accommodations, and other matters of special interest to visitors. CHAMBER will be solely responsible to furnish all labor and supplies necessary to develop and implement such program. CHAMBER shall operate a Visitor Information Center (the "Center") during the hours set forth in Paragraph 5.

4. Use of Funds. All fees paid by CITY under this Agreement shall be disbursed for expenses related to or in support of tourism promotions, provided that no more than thirty percent (30%) of the fees paid may be used for payroll costs.

5. Center Hours. The hours of operation of the Center shall be substantially as follows:

October through March: 8 hours/day 5 days/week

April through May: 8 hours/day 5 days/week
 4 hours/day Saturdays

June through September: 8 hours/day 5 days/week
 4 hours/day Sat/Sundays

6. Books and Records. CHAMBER shall prepare an accounting of fees received from CITY under Paragraph 1 and disbursements made by CHAMBER under Paragraph 4 separate and apart from its general books of account (the "Promotions Ledger"). The City Manager or his/her designee may examine the Promotions Ledger during normal business hours after providing written notification to the CHAMBER at least 48 hours prior to the time such examination is to be held. Information provided by CHAMBER to CITY under this Paragraph 6 shall not be considered the confidential property of CHAMBER. Nothing contained herein shall be interpreted to grant CITY access to the general books, papers and accounting records of CHAMBER or any other material of CHAMBER, except as specifically set forth in this Agreement.

7. Reports. CHAMBER shall file a copy of the Promotions Ledger with the City Manager on a monthly basis. CHAMBER understands that such filings shall be considered public information. In addition, CHAMBER shall file with the City Manager on or before January 31 of each year, a program report detailing performance accomplishments, suggestions and problems occurring under this Agreement to that point in time.

8. Annual Proposal and Fee Submittal. On or before March 30 of each year CHAMBER shall submit a proposed detailed program and related fee request for the upcoming fiscal year to begin on July 1. CITY shall consider this submittal as part of the annual City of Brookings budget preparation and adoption process.

9. CHAMBER Covenants. CHAMBER, in receiving monies from CITY and in providing services to CITY hereunder, shall:

(a) At all times be deemed an independent contractor and not an employee, agent, partner or joint venture with CITY. The parties acknowledge that any contracts entered into between CHAMBER and any third party shall not be an obligation of the CITY and CHAMBER shall not represent that it has the power or authority to contractually bind or obligate the CITY.

(b) Not discriminate in providing services hereunder on the basis of age, race, sex, color, religion or national origin.

(c) Not assign, transfer or delegate to any third party complete operational authority for services performed under this Agreement without the prior written consent of CITY, which consent will not be unreasonably withheld or delayed.

10. Equipment. CHAMBER shall purchase no equipment with monies received under this Agreement unless CITY is notified, proper bid procedures are followed, and equipment is consistent with the purposes of this Agreement.

11. Indemnity. CHAMBER shall be solely responsible and shall hold CITY harmless from all matters relating to CHAMBER'S performance under this Agreement, including payment of its employees in compliance with social security, withholding and other regulations governing such matters. CHAMBER shall, at all times, indemnify and hold CITY harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, including attorney fees, which CITY may sustain or incur as a result of errors or omissions in CHAMBER'S performance under this Agreement. CITY shall, at all times, indemnify and hold CHAMBER harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, including attorney fees, which CHAMBER may sustain or incur as a result of errors or omissions in CITY'S performance under this Agreement.

12. Term. This Agreement shall take effect on the 1st day of July, 2007, and shall remain in effect for a period of five years or until terminated as described in this Agreement.

13. Termination. Either party for any reason may terminate this agreement provided that written notice of termination is given no less than twelve (12) months prior to the anniversary date of the Agreement. In addition, this Agreement may be terminated automatically if it is later determined that any of its terms conflicts with or are preempted by state law, now existing or hereafter enacted.

14. Compliance With Law. CHAMBER shall observe and comply with all local, state and federal laws, ordinances and regulations applicable to the services described in this Agreement.

15. Notices. The addresses of the parties to this Agreement for purpose of any notices

permitted or required under this Agreement are as follows:

CITY: City of Brookings
898 Elk Drive
Brookings, OR 97415

CONTRACTOR: Brookings-Harbor Chamber of Commerce
P.O. Box 940
Brookings, OR 97415

16. Integration. This Agreement constitutes the entire and fully integrated agreement between the parties. All prior negotiations or agreements between the parties, oral or written, are superseded by, and included in, this Agreement.


17. Modification. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties by their duly authorized representatives.

18. Titles and Headings. Titles and headings to sections and paragraphs herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein above written.

CITY OF BROOKINGS,
A municipal corporation

BROOKINGS-HARBOR
CHAMBER OF COMMERCE

By 
CITY Mayor

By 
CHAMBER President

ATTEST by City Recorder this 17 day of January, 2007.



Administrative Services Director/City Recorder

APPROVED

CITY OF BROOKINGS
Council WORKSHOP Report

Workshop Date: March 5, 2012

Originating Dept: Public Works



Signature (submitted by)

City Manager Approval

Subject: Smoking Ban in Parks

Financial Impact:

Minimal. A new standard 12"x18" aluminum basic sign one color is approximately \$40/each.

Background/Discussion:

At the City Council meeting February 27, 2012, Council motioned to revise the proposed Smoking Ban Ordinance and revisit at a workshop. Council expressed concern on the amount of the penalty, and revised language on the specific park locations where smoking is prohibited. Council expressed that a penalty of up to \$750 was unreasonable, whereas a \$75 penalty per violation was reasonable. Also, the ordinance's smoking restricted areas included the following language, "spectator areas located adjacent to playgrounds." This language was considered vague.

Staff has revised the proposed ordinance addressing both concerns of Council. The newly proposed ordinance eliminates the "spectator areas located adjacent to playgrounds" language and creates a \$75.00 penalty for each separate offense.

Bold= new language

~~Strikeout~~ = deleted language

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 12-O-690

IN THE MATTER OF ORDINANCE 12-O-690, AN ORDINANCE ADDING SECTION 12.25.017, SMOKING PROHIBITED IN DESIGNATED PARK AREAS, TO BROOKINGS MUNICIPAL CODE CHAPTER 12.25, PUBLIC PARKS AND RECREATIONAL AREAS.

Sections:

- Section 1. Ordinance identified.
Section 2. Adds Section 12.25.017.

The City of Brookings Ordains as follows:

Section 1. Ordinance identified. This ordinance adds Section 12.25.017, Smoking prohibited in designated park areas, to Brookings Municipal Code Chapter 12.25, Public parks and recreational areas.

Section 2. Adds Section 12.25.017: Section 12.25.017, Smoking prohibited in designated park areas, is added as follows:

12.25.017 Smoking prohibited in designated park areas

- A. Persons are prohibited from smoking in City parks at all times in the following areas: **within the fenced area of Kidtown at Azalea Park and all children's playgrounds, athletic fields, bleachers and benches and spectator areas located adjacent to playgrounds**, and within 20 feet of all restroom and concession facilities.
- ~~B. Penalties under this section shall be \$75.00 for each separate offense, in accordance with BMC Chapter 1.05, General Penalty.~~

First Reading: _____

Second Reading: _____

Passage: _____

Effective Date: _____

Signed by me in authentication of its passage this _____, day of _____, 2012

ATTEST:

Mayor Larry Anderson

City Recorder Joyce Heffington

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 5, 2012

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Yard of the Month Program

Financial Impact:

Through utility rebates and business license credits, this program costs the City approximately \$750, and approximately 20-25 hours of staff time, annually.

Background/Discussion:

For the past 9 years, the City has conducted an annual Yard of the Month program which takes place May through September. The program awards property owners and business tenants in three categories; Yard of the Month (outstanding landscape), the Most Improved Property (shows substantial improvement) and Commercial Property (recent improvements to include landscaping and/or building). Monthly winners receive a certificate, and a \$50.00 rebate toward their City utility bill or business license renewal. Winners are also recognized with signage, local media coverage and mention at a City Council meeting.

Nominations are encouraged through press releases, radio and newspaper announcements, however, staff rarely receives more than four or five public nominations during each program year and so award selection falls to staff. In addition to selecting properties, staff is also responsible for cleaning and prepping signs each spring, creating award certificates, arranging for and attending award presentations and verifying eligibility per program rules. The signs are also beginning to show wear and tear and will soon need to be replaced.

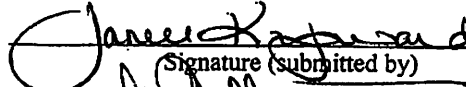
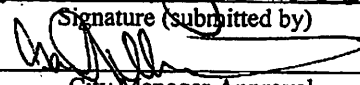
Staff is looking for direction as to whether or not Council wishes to continue the program before putting this on the March 12th City Council agenda.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 5, 2012

Originating Dept: ASD


Signature (submitted by)

City Manager Approval

Subject:

Utility Billing Administration

Background/Discussion:

The Administrative Services Department has been looking at ways to improve efficiency and collections of utility bills. Some discussion topics follow:

1. Service Deposits
 - a. Increase amount
 - b. Tiered System
 - c. Refund after set period of time if in excellent standing
2. Due Dates/Red Tags/Shut offs
 - a. Current Deadlines
 - i. Due Date = 25th of the following month
 - ii. Red Tag = Third Tuesday of following month
 - iii. Shut off = Thursday after red tag
 - b. Tighten deadlines to decrease liability to City.
3. Fees
 - a. Late Fee
 - b. Red Tag Fee
 - c. Shut off Fee
 - d. Other Miscellaneous Fees
 - i. Cleaning Water
 - ii. Vacation on/off
 - iii. Construction Water
 - iv. After Hours Call Out
 - v. Plumbing Inspection