

AGENDA
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, June 22, 2009, 7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Ceremonies/Appointments/Announcements**
 - A. Proclamations**
 - 1. Drug Awareness Week. *Pg. 7*
 - 2. South Coast Hunger Awareness Week. *Pg. 8*
- V. Public Hearings/Ordinances *Planning Director Morris/Advance Packet***
 - A.** Public hearing on File CP-2-09: Economic Opportunity Analysis and proposed amendments to Goal 9 of the City's Comprehensive Plan.
 - B.** Ordinance 09-O-639, revising Goal 9 of the City's Comprehensive Plan, and adopting the April, 2009, Economic Opportunity Analysis.
 - C.** Public hearing on File LDC-6-09: amending Chapter 17.120, Nonconforming Uses, of the Brookings Municipal Code (BMC).
 - D.** Ordinance 09-O-637, amending Chapter 17.120, Nonconforming Uses, of the BMC.
 - E.** Public hearing on File LDC-7-09: amending Chapter 17.116, Planned Unit Developments, of the BMC.
 - F.** Ordinance 09-O-636, amending Chapter 17.116, Planned Community, of the BMC.
 - G.** Public hearing on File LDC-8-09: amending Chapter 17.08, Definitions, of the BMC.
 - H.** Ordinance 09-O-638, amending Chapter 17.08, Definitions, of the BMC.
- VI. Resolutions**
 - A.** Resolution 09-R-917, adopting new CIS Membership Agreement. *AS Director Howard/pg. 9*
- VII. Oral Requests and Communications from Audience - Public Comments limited to 5 minutes per person. Turn public comment forms into City Recorder before start of meeting or during business hours. Obtain forms at City Hall or at www.brookings.or.us.**
- VIII. Regular Agenda**
 - A.** Approval of change order for fire apparatus. *Fire Chief / pg. 13*
 - B.** Approval to install tennis backboard at Bud Cross Park. *Public Works Director / pg. 21*
 - C.** Appeal regarding use of a recreational vehicle at 241 Chetco Avenue. *AS Director / pg. 33*
 - D.** Approval of settlement agreement with Verizon. *AS Director / pg. 47*
 - E.** Adoption of Economic Development Strategy. *City Manager / pg. 57*
 - F.** Discussion regarding commercial burning. *City Manager / pg. 63*
- IX. Consent Calendar**
 - A.** Approval of Council Minutes for June 8, 2009. *Pg. 71*
 - B.** Approval of liquor license application for off-premise sales at Pine Cone Tavern. *Pg. 73*
 - C.** Approval to send annual letter to Department of Land Conservation and Development requesting \$6,000 in grant funding for the Planning Department. *Pg. 75*

X. Remarks from Mayor and Councilors

- A. Mayor
- B. Councilors

XI. Adjournment

Public meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Call 469-1102 with any questions regarding this notice.

June 2009

June 2009							July 2009						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	8	9	10	11	12	13	12	13	14	8	9	10	11
21	15	16	17	18	19	20	19	20	21	15	16	17	18
28	22	23	24	25	26	27	26	27	28	22	23	24	25

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
June 1	2	3	4	5	6
9:00am CC- VIPS/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp	FH - Fire Training 1:30pm CC - LDC (Chambers) 7:00pm CC - Planning Commission	10:00am CC- Site Plan Com Mtg 7:00pm FH-PoliceReserves	3:00pm CC SafetyComMtg	1:00pm CC - PW Staff	10:30am Safety City
8	9	10	11	12	13
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	FH - Fire Training 1:30pm CC - LDC (Chambers) 5:30pm CC - Budget Meeting	10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept 12:00pm CC - Stout Park Subcommittee 5:00pm CC - Victim's Impact	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee 5:30pm CC - Budget Meeting		10:00am FH - Parker
15	16	17	18	19	20
9:00am CC-VIPS/Volunteers in Police Service 1:30pm CC - Public Art Committee 3:00pm CC - Planning Staff 5:30pm CC - Budget 7:00pm FH-FireTng/ChShrp	FH - Fire Training	10:00am CC- Site Plan Com Mtg	10:00am CC - AFLAC		
22	23	24	25	26	27
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	FH - Fire Training	10:00am CC- Site Plan Com Mtg	12:00pm CC - Stout Park Subcommittee 7:00pm CC-Parks & Rec		
29	30				
7:00pm FH-FireTng/ChShrp	FH - Fire Training				

July 2009

July 2009							August 2009						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	15
26	27	28	22	23	24	25	23	24	25	26	27	28	22
			29	30	31		30	31				29	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
		July 1	2	3	4
		10:00am CC- Site Plan Com Mtg 7:00pm FH-PoliceReserves	3:00pm CC SafetyComMtg 3:00pm FH - Stout Park Subcommittee	July 4th - Closed (closest workday)	July 4th
					5
6	7	8	9	10	11
9:00am CC- VIPs/Volunteers in Police Service 4:00pm CC - Council Workshop 7:00pm FH-FireTng/ChShrp	FH - Fire Training 7:00pm CC - Planning Commission	10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept	9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee		12
13	14	15	16	17	18
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	FH - Fire Training	10:00am CC- Site Plan Com Mtg	3:00pm CC - Stout Park Subcomm		19
20	21	22	23	24	25
9:00am CC-VIPS/Volunteers in Police Service 7:00pm FH-FireTng/ChShrp	FH - Fire Training 7:00pm CC - Planning Comm (TENT)	10:00am CC- Site Plan Com Mtg	7:00pm CC-Parks & Rec		26
27	28	29	30	31	
7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	FH - Fire Training	10:00am CC- Site Plan Com Mtg			

PROCLAMATION



WHEREAS, the Benevolent and Protective Order of Elks has designated June to honor all American Citizens for their accomplishments and give fitting recognition of their services to Community, State and nation in increasing Drug Awareness; and

WHEREAS, Brookings Elks Lodge #1934 will sponsor an observance during that week in tribute to all American Citizens of this community; and

WHEREAS, no event could be more deserving of our support and participation than one dedicated to all Americans young and old who represent the nation's greatest resource and who in the years ahead will assume the responsibility for the advancement of Drug Awareness to our free society; and

WHEREAS, our youth need the guidance, Inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and go forth to serve America; and


WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Drug Awareness Our understanding of the great need for this worthy cause will help prepare all American's in every way to be great Citizens of their community.

NOW THEREFORE, I, Larry Anderson, Mayor of the City of Brookings, do hereby proclaim the week of June 22 through June 28, 2009, as

DRUG AWARENESS WEEK

and urge all Departments of Government, Civic, Fraternal and Patriotic groups, and our Citizens generally, to participate wholeheartedly in its observance.

IN WITNESS WHEREOF, I, Mayor Larry Anderson, hereto set my hand and cause the official seal of the City of Brookings to be affixed this 22nd day of June, 2009.



Mayor Larry Anderson



PROCLAMATION



Whereas, *South Coast Hunger Awareness Week* will increase the discussion among South Coast communities on the issues of hunger, food insecurity, childhood nutrition and other food challenges for low income and vulnerable individuals, families and children, and recognize that more needs to be done in Brookings to improve the opportunities for families living in poverty; and

Whereas, Oregon Coast Community Action is a dynamic organization, working toward a vision of all South Coast households thriving and living with dignity, security, and hope by providing services that house, feed, warm and educate vulnerable families and children in our community; and

Whereas, over 200,000 people most of whom are adults that work full time, are retired or disabled, use emergency food boxes in Oregon each month; and

Whereas, thousands of people in Curry County live in poverty and with the rising cost of food and other necessities, more people are struggling to make ends meet in these difficult economic times; and

Whereas, keeping individuals, families and children healthy and promoting awareness of hunger in our region is a vital responsibility; and

Whereas, 36% of all those who ate from an emergency food box last year were hungry children who are at more risk for illness, behavioral problems and struggle in school; and

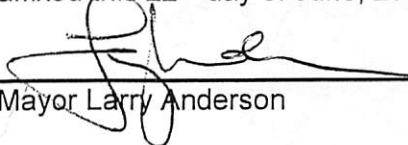
Whereas, everyone should help by participating in area food drives and fundraisers throughout *South Coast Hunger Awareness Week*; by celebrating food and nutrition for all people, regardless of their income status; by supporting the efforts of Oregon Coast Community Action through donations; or by visiting www.orcca.us and becoming more informed;

Now, therefore, I Larry Anderson, Mayor of Brookings, do hereby proclaim July 4 through July 11 as

South Coast Hunger Awareness Week

and encourage all Brookings' citizens to work together to promote the issues of hunger and food insecurity, improve the opportunities of the hungry in our communities, and increase awareness and understanding of hunger, nutrition and food in our city.

IN WITNESS WHEREOF, I, Mayor Larry Anderson, hereto set my hand and cause the official seal of the City of Brookings to be affixed this 22nd day of June, 2009.




Mayor Larry Anderson



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009


Signature (submitted by)

Originating Dept: Admin. Services

City Manager Approval

Subject:

CIS Membership Participation Agreement

Recommended Action:

Adopt Resolution 09-R-917, adopting a new CIS Membership Participation Agreement.

Financial Impact:

None

Background/Discussion:

The City is a Member of City County Insurance Services (CIS) and has Property and Liability Insurance and Workers Compensation Insurance through the Trust. Costs through the trust are historically less than purchasing coverage from the private sector, and the coverage through CIS is specialized for the needs of an Oregon local government. CIS requires that Members periodically update their Membership Participation Agreement due to modifications in their Bylaws and Rules, and is requiring that we update our Participation Agreement prior to July 1, 2009.

Attachment(s):

- Resolution 09-R-917, dated June 22, 2009

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

**IN THE MATTER OF A RESOLUTION
ADOPTING A NEW CIS MEMBERSHIP
PARTICIPATION AGREEMENT FOR THE
CITY OF BROOKINGS.**

RESOLUTION 09-R-917

WHEREAS, CIS Trust membership obligations and benefits are described in the CIS Trust Agreement, Bylaws and Rules, and

WHEREAS, Article 3 of the CIS Bylaws provides that participation in a Trust Program offered by the CIS Trust is a contractual relationship between the Member and the Trust, incorporating the provisions of the Trust Agreement Bylaws and Rules; and

WHEREAS, the governing body of an eligible Member is being asked to acknowledge the availability of these documents and the awareness that these documents constitute part of the coverage provided by CIS;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective upon adoption, the undersigned represents as follows on behalf of the City of Brookings:

- I am a person duly authorized to act on behalf of the governing body of the above named Member.
- I acknowledge that I have access to the CIS Trust Agreement, Bylaws, and applicable Rules at <http://www.cciservices.com/About/Default.aspx>
- I acknowledge that the above named Member, in participating in one or more Trust Programs offered through CIS, is aware that the CIS Trust Agreement, Bylaws and applicable Rules are incorporated as part of the terms and conditions applicable to CIS Trust Programs.

Adopted by Council and made effective on the _____ of _____, 2009.

Dated and signed this _____ day of _____, 2009.

Attest:

Mayor Larry Anderson

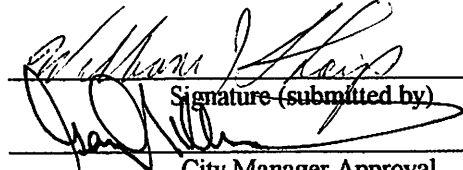
City Recorder Joyce Heffington

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: 6/22/09

Originating Dept: Fire Department


Signature (submitted by)

City Manager Approval

Subject:

Additional Pumper/Tender Cost

Recommended Motion:

Approve the additional cost of \$10,889 to Pumper/Tender being constructed for us by KME, Inc.

Financial Impact:

Funds for the replacement of a Pumper/Tender have been budgeted in the Fire Department and transferred to the Capital Reserve Fund annually, with a current balance of \$71,000. The original projected cost of the Pumper Tender was \$443,667, with a down payment coming from the Capital Reserve Fund, and the balance financed through Chetco Federal Credit Union at 3.0%, with lease payments of approximately \$31,000 made from the Fire Department budget. This lease payment was budgeted for in the 2009-10 budget. The additional amount could be added to the loan and financed or taken from the \$46,000 budgeted in the Fire Department equipment line item.

Background/Discussion:

In March 2009, the Fire Chief, Assistant Chief, and Mike Thorn of Oregon Apparatus Repair, traveled to Nesquehoning, PA to the KME plant to meet with the KME engineer. This planned meeting is to go over the specifications of the Pumper/Tender prior to commencing the actual construction of the truck. The intent is to determine that both parties are completely satisfied with the specifications and/or to identify any changes prior to construction. In that meeting, we went through the specifications line by line for that purpose. Much of this was a result of our specifications being developed three years ago and changes to the industry that could affect the performance of the engine, pump, or operation of the Pumper. Another factor was that we designed our specifications primarily around an E-One Pumper thinking they would be our primary interest. So some of the specific items were specified around how E-One builds their trucks rather than KME. Manufacturers have different ways of building equipment that changes the way things are mounted or different sources of parts and equipment provided on the trucks. Mike Thorn of Oregon Apparatus Repair, working as our technical consultant, made some of these recommendations based upon his expertise working and repairing the pumps, engines, and transmissions. With the time factor of approximately 3 years before we awarded the bid for the truck all the above factors brought about the need to change some of these products on our

pumper. From that meeting there was a list of 70 proposed changes; some additions and others credits. These changes net to an additional amount of \$10,889.

Attachment(s):

List of the recommended changes and the respective additional costs or credits

The list is as follows:

1. The unit will be built to comply with 2003 revision of the NFPA-1901 Standard for Automotive Fire Apparatus and the NFPA standard change regarding hose retention.
2. The rear wall of the cab stationary viewing windows will be deleted.
A credit of \$330.00 shall be applied. Accept []: No: []
3. Driver and officer side rear forward facing outboard seat SCBA cylinder brackets have been deleted. **A credit of \$185.00 shall be applied. Accept []: No: []**
4. Total of five (5) SCBA padded seat covers will be provided.
A credit of \$110.00 shall be applied. Accept []: No: []
5. Delete the cab interior EMS storage compartment and lighting.
A credit of \$1,234.00 shall be applied. Accept []: No: []
6. One (1) antenna base will be mounted on the cab roof and the wiring will terminate in the center overhead console. **A credit of \$120.00 shall be applied. Accept []: No: []**
7. Roof mounted air conditioning condenser cover will be painted job color.
8. Cab tilt assembly will be mounted in cast products aluminum enclosure on the officer side pump panel.
9. The rear axle top speed will be approximately 60 MPH.
10. Auxiliary air inlet/outlet will be deleted.
A credit of \$245.00 shall be applied. Accept []: No: []
11. The rear wheel tire tread will have an aggressive traction tread pattern.
An additional charge of \$400.00 shall be applied. Accept [] No: []
When this was originally specified we were not aware of the meanings of their descriptions to the types of tire tread. What was aggressive versus mud type tires. This was changed because the heavier load that these tires carry plus the types of terrain we need them to traverse.
12. A Class 1 ES-Key Electrical Management System will be provided in lieu of the Weldon V-MUX system. **An additional charge of \$500.00 shall be applied. Accept []: No: []**
This is a electronic computerized management system that monitors all the electronic and mechanical systems of the truck. It is available for the driver to see located on the visor above the front consol so that it is visible to the driver. It stores this information so that it can be recovered by our service company to provide repairs and service. The primary difference to these two systems is that the Class 1 ES Key model is what our service company currently works with and recommends.
13. Add Two (2) 12 volt accessory plugs in the center dash.
14. Delete the 12 volt accessory circuit in the center dash.
15. Only Two (2) ASA voyager cameras will be provided.
A credit of \$400.00 shall be applied. Accept []: No: []
16. Delete the license plate light and license plate bracket.
A credit of \$30.00 shall be applied. Accept []: No: []
17. The rear DOT tail/stoplights, turn signal, backup lights, and lower warning lights will be mounted in a Quad bezel.
18. Delete the Two (2) rear buzzer buttons on the rear body panels.
A credit of \$195.00 shall be applied. Accept []: No: []
19. The rear of body scene lights will be changed to Whelen 810 Opti-scene lights.

20. The scene lights mounted at the pump panel will be relocated to the front of the body side sheet and will be changed to Whelen 810 Opti-scene lights.
21. Add Two (2) sets of Whelen 810 Opti-scene lights One (1) to the rear body side sheet and One (1) set between the front and rear cab doors. **An additional charge of \$920.00 shall be applied.**
Accept []: No:
When KME submitted their quote to meet our specifications they misinterpreted our specifications and only provided certain side scene lights that were not adequate to meet our desired amount of side scene lighting. Our specifications were not clearly identified. These additional lights were added to meet these concerns.
22. Delete the Unity crosslay spotlights on the front of the body.
23. Add Two (2) incandescent lights in a durable housing will be mounted to illuminate the crosslays and dunnage area at the top edge of the hose bed wall at the front of the body. The lights will be activated by a switch at the pump operator's panel.
24. "NFPA Zone A" upper light bar will have Two (2) BLUE Forward Facing Linear LED's in lieu of white LED's lights.
25. "NFPA Zone C" will have Two (2) Whelen RB6 series rotating halogen beacon lights will be mounted one (1) each side at the rear of the body and will both be RED in color.
26. "NFPA Zone A" will have Whelen #60R02FRR linear super LED light heads and the officer side be BLUE in color and driver side will be RED in color.
27. Add Two (2) Firecom headsets, Two (2) HM-10 plug in modules and Two (2) rubber coated hanger hooks for the center forward facing seats.
28. A Hale QMAX packing gland will be provided in lieu of mechanical seal. **A credit of \$205.00 shall be applied. Accept []: No:**
29. Rear suction can be changed from the Bray air controlled In-line butterfly valve to an electric operated Hale Master Intake valve. **An additional charge of \$1,775.00 shall be applied.**
Accept Yes: []:
The Hale Master Intake Valve provides better flow, allows gating of the intake valve and has open closed indicator lights. The Bray valve is either open or closed and is not gatable. The Hale valve is also more compact and allows more flexibility in mounting.
30. The officer side 2-1/2" auxiliary suction will be located forward of the main suction inlet.
31. Add a driver side #2 discharge (Discharge to identical to Driver side#1 Discharge).
An additional charge of \$805.00 shall be applied. Accept []: No:
In order to meet our standardized version of discharges per side of the truck we are adding a 2nd discharge on the drivers side of the truck. Again, this was a misinterpretation of KME to our specifications because our specifications we not clearly represented..
32. Add an additional 3" discharge to the officer side pump panel. The discharge will include 3" piping, 3" Akron stainless steel ball valve, and electric control valve from the driver side pump panel. This will also include a 3"NSTF x 4-1/2" NSTM Kochek SKE-R 30° degree adapter and cap. **An additional charge of \$2,361.00 shall be applied. Accept []: No:**
We currently have one large diameter discharge per side of our trucks. In order to meet this standard we added this discharge on the Officers (right side) of the truck to afford large amounts to be discharged in the right side of the truck. KME did not understand what our specifications had requested and this is the fix for that problem. Our specifications were not clearly specified in the original spec list.

33. Officer side discharges #1 and #2 will have straight NST threads through the panel to permit the opening of the vertically hinged pump panel door. An additional charge of \$80.00 shall be applied. Accept []: No:
In order to provide for access to the plumbing through (1) one hinged door the plumbing on this side was changed to straight rather than drooped discharges.
34. Delete the driver side rear 4" discharge.
A credit of \$2,448.00 shall be applied. Accept []: No:
35. Add 2 1/2" NST rear hose bed discharge will be plumbed to the upper front body panel, extending into the front of the hose bed. This discharge will include 2-1/2" stainless steel piping and 2-1/2" Akron ball valve. The driver side hose bed discharge valve will be controlled by a push/pull handle located on the operator's panel. An additional charge of \$1,785.00 shall be applied. Accept []: No:
In previous pumpers this discharge was located on the rear back of the truck. It has always caused problems with climbing up the back of the truck because of the steps being in close proximity to the discharge. The discharge was moved to the front of the hose bed to remove this safety hazard and better facilitate hose connection to the 2 1/2 pre-connect hose.
36. To improve the operation range of the deck gun, the discharge pipe will be outfitted with a TFT (18") Extend-A-Gun, part # XG18VL-PL. The Extend-A-Gun will be wired to the hazard light on the cab dash. An additional charge of \$1,275.00 shall be applied. Accept []: No:
Because of the location of the Monitor or water cannon if it were not extended up with extended plumbing the water would be hitting the back of the cab or light bar. In order to facilitate adequate water flow it was extended by adding plumbing extensions.
37. The deck gun discharge will be controlled with an Akron hand wheel controlled, inline valve. The valve will be controlled at the pump operator's panel with a chrome plated hand wheel and mechanical valve position indicator. An additional charge of \$358.00 shall be applied. Accept []: No:
Rather than have a electronically controlled valve to control the Monitor or water cannon a manually controlled valve was recommended at considerable savings. This is the option we choose.
38. The deck gun will not be a foam discharge.
39. Crosslay# 3 will change to a capacity of 200' 1-3/4" hose in double stack configuration, 1-1/2" chiksan swivel adapter, 2" Stainless steel piping and ball valve, and will be a foam capable discharge. A credit of \$267.00 shall be applied Accept []: No:
40. The crosslay end flaps will be black in color.
41. The officer side pump panel will be vertically hinged.
42. Fire Department will provide pump color coding for the discharges: Same Red Color as Chassis
43. Delete the fuel gauge from the operator's pump panel. A credit of \$125.00 shall be applied Accept []: No:
44. Delete the air horn activation button from the operator's pump panel. A credit of \$105.00 shall be applied Accept []: No:
45. Large light water level gauges on each of the cab will be changed to Whelen PSTANK lights. A credit of \$275.00 shall be applied Accept []: No:
46. Large light water level gauges on each of the rear of the body will be changed to Whelen PSTANK lights. A credit of \$275.00 shall be applied Accept []: No:

47. The water and foam tank level gauges on the operator's panel and the remote gauge in the cab will be changed Fire Research "tank vision". An additional charge of \$250.00 shall be applied. Accept ☐: No:
This change was done to provide us with a more visible tank level gauge then the one specified in the specifications. This also was a change in available options from when the original specifications were done to when we actually went out to bid on the truck.
48. Stainless steel scuff plates will be installed on the floor of each of the compartments near the edge of the door opening to protect the compartment floor when accessing equipment from the compartment.
49. Delete the officer and driver side hose storage wells and Velcro retaining straps. A credit of \$870.00 shall be applied Accept Yes: ☐:
50. The SCBA storage compartment on the officer side will consist of Three (3) tandem compartments. The driver side will consist of Two (2) tandem compartment and One (1) single compartment. A total storage of Eleven (11) SCBA cylinders. An additional charge of \$2,300.00 shall be applied. Accept ☐: No:
These compartments are made to house the air bottles for our self contained breathing apparatus as a means to store them or transport them on the truck rather than tie up compartments with them. This innovative means of storing air bottles in this configuration is an option we needed but wasn't specified when we originally wrote our specifications.
51. Add Three (3) folding steps to each side of the body front. An additional charge of \$405.00 shall be applied. Accept ☐: No:
These steps allow the firefighters access to climb up the side of the truck to re-load hose in the pre-connect hose beds above the pump panel.
52. The vinyl hosebed cover will be black in color and fastened with a continuous bungee. An additional charge of \$345.00 shall be applied. Accept ☐: No:
This change was required by new National Fire Protection Standards that came about after we wrote our original specifications. We chose the least expensive version of this covering and fastener.
53. The generator was changed to a Smart Power; model HR-6, 6200 watt hydraulic generator. A credit of \$1,520.00 shall be applied Accept ☐: No:
54. The generator electrical load center will be located in the driver side front compartment.
55. Two (2) 110 volt, NEMA 5-15, 15 amp, duplex straight blade receptacle with a grey thermoplastic, corrosion resistant, weatherproof cover will be installed at a location to be determined by the fire department Each side at the rear of the truck
56. Two (2) Fire Research FOCUS, model #FC530 side mounted to the rear of the cab, push up scene light, deployable in a full 360 degree rotation will be provide in lieu of the telescoping lights above the pump enclosure.
57. The pike poles to be provided will be One (1) 6' and One (1) 10'.
58. The interior of the body compartments will be finish painted with Zolatone #20-63 Marble Stone scuff resistant paint to provide a protective application over all of the compartment interior surfaces. An additional charge of \$500.00 shall be applied. Accept ☐: No:
This paint was changed to better provide for wear resistance rather than the standard paint they used for the interior compartments. We felt this would provide longer protection than what they were providing as standard paint.
59. The cab exterior will be finish painted with PPG Delta system, single color; to match Fire Departments furnished paint code. A credit of \$990.00 shall be applied Accept ☐: No:

- 60 The fire department to approve the furnished paint codes at Preconstruction meeting: **DUHS 77721**
- 61 The left side operator's panel, gauge panel, right side pump panel and right side access door will be fabricated from 12-gauge 304L stainless steel with a #4, (150/180 grit), standard brushed finish.
- 62 The front axle rating can be upgraded to 21,480# rating. **An additional charge of \$500.00 shall be applied. Accept Yes: ☐ No: ☐**
- 63 A storage module will be installed on the center doghouse area between the driver and officer. The module will be constructed of 1/8" aluminum and will be painted with a scuff resistant paint to match the cab interior. The module will include two (2) cup holders, a pen tray, a flat open storage area for notebooks, six (6) divided storage area's for 3-ring binders, and four (4) slide in storage area's two (2) accessible from each side of the cab. **An additional charge of \$985.00 shall be applied. Accept ☐: No: ☐**
- This addition was added as a means to provide for storage of documentation and road books used during response to calls. This provides a handy location of all documentation materials. This option was not available to us during the original specifications process.
- 64 Panasonic Weather Band/AM/FM radio with CD player will be installed in the cab overhead panel as space allows. Two (2) speakers will be located in front of the cab and (2) speakers will be located in the rear of the cab. **An additional charge of \$1,235.00 shall be applied. Accept Yes: ☐: ☐**
- 65 A shoreline power outlet strip will be added to the rear of the engine enclosure. **An additional charge of \$265.00 shall be applied. Accept ☐: No: ☐**
- This option was added to provide for power to additional equipment stored inside the truck that needs to be plugged in.
- 66 All the Pressure discharge gauges will be backlit with blue illumination. **An additional charge of \$175.00 per gauge shall be applied. Accept ☐: No: ☐ (A total of 9 Gauges= \$1,575)**
- Normally these gauges are not illuminated from within. They are lit up normally by providing a light above them. In our application it would be better to have the gauges illuminated from within each gauge. This was not offered when the original specifications were written.
- 67 The Two (2) 4-1/2" Master gauges will be illuminated as per above method. **Additional Charge of \$495 Accept ☐: NO: ☐**
- Normally these gauges are not illuminated from within. They are lit up normally by providing a light above them. In our application it would be better to have the gauges illuminated from within each gauge. This was not offered when the original specifications were written.
- 68 The Fire Research "In-control TGA 300" Pressure governor can be added in place of CLASS ONE CAPTAIN" PRESSURE GOVERNOR. **An additional charge of \$545.00 shall be applied. Accept ☐: No: ☐**
- The primary difference between these two pressure governors is the Fire Research model is a computer model with a LED display rather than the Class One Captain model being a nuts and bolts basic product with no display but rather just switches. The computer LED display of the Fire Research product displays much of the necessary information for the water flow information and pressure in a LED display.
- 69 Add Fire Research OPTIMUM, model #OPA800 contour mount brow light will be provided above the center of the windshield. The Fire Research light will be equipped with a 1000 watt

model M10, Optimum lamp head. **An additional charge of \$755.00 shall be applied. Accept** ☐: **No:**

This light provides extra light to the front of the vehicle for better visibility directly in front of the truck. This option was not available to us during the time we wrote our specifications.

Option #1

The fire pump will be fitted with a Hale Master Intake Valve (MIV), on the driver side main suction inlets. The valve will be mounted between the suction tube extension and the suction tube, and will be recessed behind the operator's panel. The valve body and all related components that are in contact with water will be manufactured of fine grained, corrosion resistant bronze. The valve will have a bore of 6.40". The valve incorporate a pressure relief valve, set at the pump manufacturers facility to a rating of 125 PSI. The pressure relief valve will provide protection for the suction hose even with the valve in the closed position. The valve will incorporated a NFPA-1901 compliance, large diameter hose air bleed valve, controlled at the operator's panel. It also will incorporate a hand wheel control manual override, mounted at the suction inlet. The valve will not be able to move from fully open to fully closed in under three (3) seconds, in compliance with NFPA-1901. This option will also include Two (2) 6" NSTF x 4-1/2" NST Kocheck SKE-R 30° degree adapter and cap will be provided for the main suction inlets.

On Option #1, manual MIV driver side and NO valve on passenger side. \$2,544.00 (also includes One (1) 6" NSTF x 4-1/2" NST Kocheck SKE-R 30° degree adapter and cap and One (1) standard KME 6" NST chrome plated long handle pressure vented cap)

An additional charge of \$2,544.00 shall be applied. Accept ☐: **No:**

This option provides an intake valve with intake relief that will be permanently mounted behind the pump panel and controlled at the panel.

Without this the department would have to provide an auxiliary gated intake relieve valve that will hang out over the running board and intrude into pump operator space and will be more susceptible to damage. It will also cause more restriction in high volume pumping situations. Almost \$3000 was saved on this item because we went to a manual valve rather then a electronic version.

If the above document is accepted as written, **an additional charge of \$10,889.00 will be applied from the contract amount.** This change in the contract amount includes the selection of Option# 1.

Please sign in the space provided below and return to me as soon as possible. This document will amend the original specification.

Fire Department Authorization

Signature: -----

Title: -----

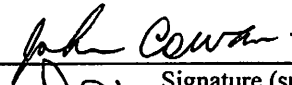

Date: -----

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June ²²10, 2009

Originating Dept: Public Works


Signature (submitted by)

City Manager Approval

Subject: Council review and possible approval for Rich Hayashi to precede with fundraising and eventual installation of a tennis practice backboard along side the Bud Cross tennis courts.

Recommended Motion: Motion to approve Rich Hayashi's proposal to fund and install a tennis backboard at Bud Cross Park.

Financial Impact: None

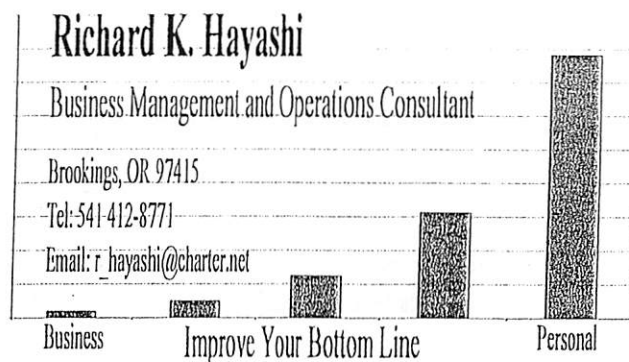
Background/Discussion: At the May 28th, 2009 Parks & Recreation meeting Mr. Hayashi presented his concept to the Commission. Questions were raised as to durability of the backboard, wind loading, foundation, anchoring, maintenance and vandalism. After the discussion the Park and Recreation Commission voted to refer the backboard proposal to the City Council for final approval.

Policy Considerations:

Attachment(s): Rich Hayashi's information packet.

Table of Contents

Why a tennis backboard?
Who wants a tennis backboard?
Basic requirements for a backboard
Proposed location
Construction Alternatives
Recommended Tennis Backboard
Good & Associates proposal



Why a tennis backboard?

Tennis is a lifelong recreation that can be enjoyed by people of all ages. According to data just released by the Sporting Goods Manufacturers Association (SGMA), tennis is the fastest growing sport in America among individual traditional sports with an increase in participation of 43 percent from 2000 to 2008. According to the SGMA, tennis was one of only six sports to experience participation growth exceeding 40 percent from 2000 through 2008. Tennis is well ahead of other traditional sports like baseball, ice hockey, gymnastics and football, all of which suffered a decline in participation during the past eight years. In the last year alone (through December 31, 2008), tennis experienced a 9.6 percent growth in participation.

Tennis is really undeveloped in this community. The number of players in the Brookings-Harbor area is far below the average for a community of this size. Yet, the interest would be there if the opportunity were there. A few years ago, over 30 Azalea girls signed up for tennis classes. Several of those will be players for life.

A tennis backboard is a relatively small investment that will provide a basic tool that many kids and adults can use to learn how to play tennis at their own pace. How many of you remember trying to play tennis for the first time on the courts? You probably spent 90% of your time chasing balls rather than hitting balls. This really discourages many new beginning tennis players. Many of these potential players also will lack the confidence to play on the courts but will play against a backboard by themselves until they gain that confidence. A tennis backboard is a fast and efficient approach for improving stroke mechanics. It provides a repeatable ball bounce that makes it easy to work on your strokes. It provides the highest number of strokes per hour, even more than a ball machine. It provides feedback since a properly hit ball will return right back to you. 75% of pro tour players used a backboard for practice as youngsters.

The tennis backboard is great when a tennis partner is not available. It is a great activity for kids and others looking for something to do. Many players like to use it to warm up and it can be used while waiting for a partner or for a court when they are all filled. Players, who have not played for a while, also like to use the backboard to find their rhythm and work on their mechanics before playing against someone.

An additional reason for having a tennis backboard is that it is a great focal point for meeting other tennis players. The tennis backboard provides play time and makes you approachable for other players. In other areas, the backboard is used instead of scheduling a partner to play with. The players use the backboard until other players looking for a partner show up. This was a great way of meeting other tennis players and for playing a variety of different players.

Who wants a tennis backboard?

Is there an interest in having a tennis backboard installed? The following information was gathered in the fall of 2007 when this project was first looked at. The final conclusions should still be applicable.

I surveyed 25 players and all except one wanted to see a backboard installed. The one lives outside the area and is only here on vacations so he did not care. This shows that players with some experience see the advantage of having a backboard available and want to see one installed.

I had a teacher at the high school and a teacher at Azalea ask their classroom students if they would like to see a tennis backboard installed. 36 high school and 6 Azalea kids signed a petition in favor of the backboard.

The number of kids that signed up shows interest but the numbers are subject to interpretation. The numbers may depend on how they were asked, the enthusiasm of the asker and the commitment that is being made. My interpretation of the numbers in a hand waving sort of way is the following. The 36 high school kids that signed the petition represented about 40-45% of the students asked. I would guess maybe 15-20 will use the backboard at one time or another. 5 to possibly 10 would use it regularly and 3-5 will play tennis for the rest of their life. For the full high school population, maybe 25-50 players would use the board.

So far I have not found one person that is against having a backboard installed at the park. They either want the backboard installed or they do not care.

Basic requirements for a backboard

The ideal backboard size is 20 feet wide and 10 feet high or higher.

The material of the backboard is not critical as long as the ball bounces off of it well and there are no irregularities on the surface to cause the ball to bounce in odd directions.

A reference white line to mark the height of a net should be painted on the backboard with the top edge of the line 36 inches above the ground surface.

The playing surface shall be hard and smooth to provide a true high bounce.

Lines should be painted to define the court area. The side lines would be defined by the backboard width and the back edge of the baseline (end) should be 39 feet from the backboard.

An additional 4-6 feet of clearance should be provided outside of the lines.

It should be located adjacent to the tennis courts to generate impromptu tennis.

Proposed Location

The old backboard which was torn down years ago was located in the parking lot adjacent to the swimming pool. It was mounted against the side fence of the tennis court. The pavement was very uneven and the board could not be used when the parking lot was used for swimming or baseball.

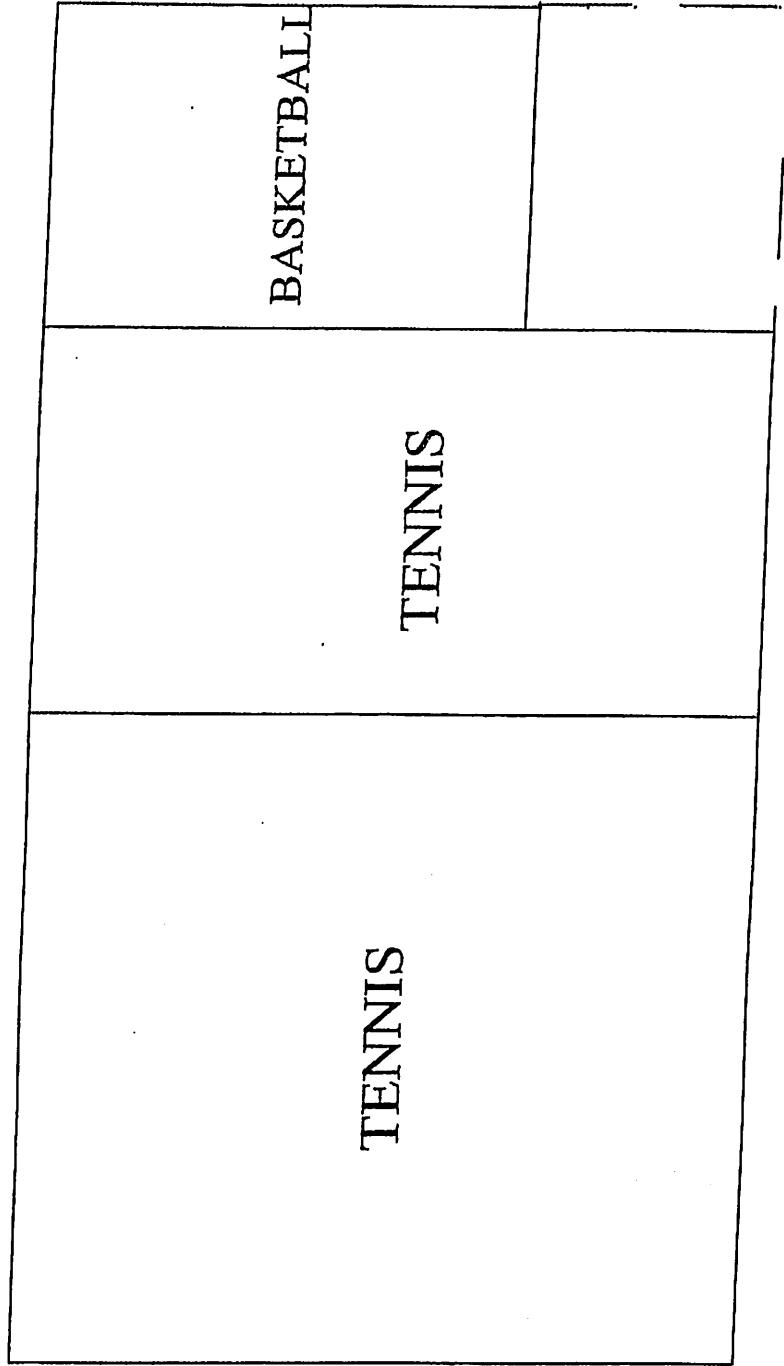
Based on the layout of Bud Cross Park and how it is used now, it is recommended that the tennis backboard be located at the Southeast corner of the park at the corner of Ransom Avenue and Third Street (See diagram). There is an area of about 47 feet square between the end of the basketball court and the parking area that is presently not being used for anything. Thus, there will be no impact on the present utilization of space. The area is paved. The surface is adequate though it could be better. The choice of this area has minimal affect on all other activities and the backboard will be available at all times. The backboard will be installed against the side fence of the tennis court (see the simulated picture).

Other considerations for the selection of an area include safety, disturbance to other activities and neighbors, and visual effects. Play on the tennis backboard as proposed will have some impact on the surrounding activities. The most likely errant shot will be over the backboard. In the proposed configuration, this will interrupt play in the adjacent tennis court. This is not a problem if it happens sporadically. If it happens repetitively the person using the backboard will be asked to tone it down or stop. Errant shots that go to the side into the basketball court or into the parking area will be rare. In normal usage, this will only happen if the ball glances off the edge of the racquet or the edge of the backboard. At the back of the space away from the backboard there is a rise going up to the street. A ball would have to be hit very hard and high to bounce back far enough to get into the street. It is possible for an occasional ball to get into the street but it will probably not be any worse than what happens from the regular courts and the baseball field.

Noise is the next consideration. A tennis backboard does make noise as well as the racquet hitting the tennis ball. In addition, a repetitive or constant noise will be more irritating than a sporadic noise at the same level. The tennis players in the adjacent court and the neighbors directly across the street are the most likely people to have a possible issue with noise. It is not likely that this type of noise would impact the basketball players. The selection of materials and construction will determine the amount of noise generated by the backboard and this will be a consideration in selecting the construction for the board.

Visual effects will be driven by the selection of materials and construction as well. The size of the backboard will match the fence that is there so there is no impact on the field of view. Graffiti and vandalism is always a concern for a structure of this type. Materials and construction can deter this a little and possibly reduce the cost of repair work. The proposed location is the biggest deterrent because it is in a highly visible area.

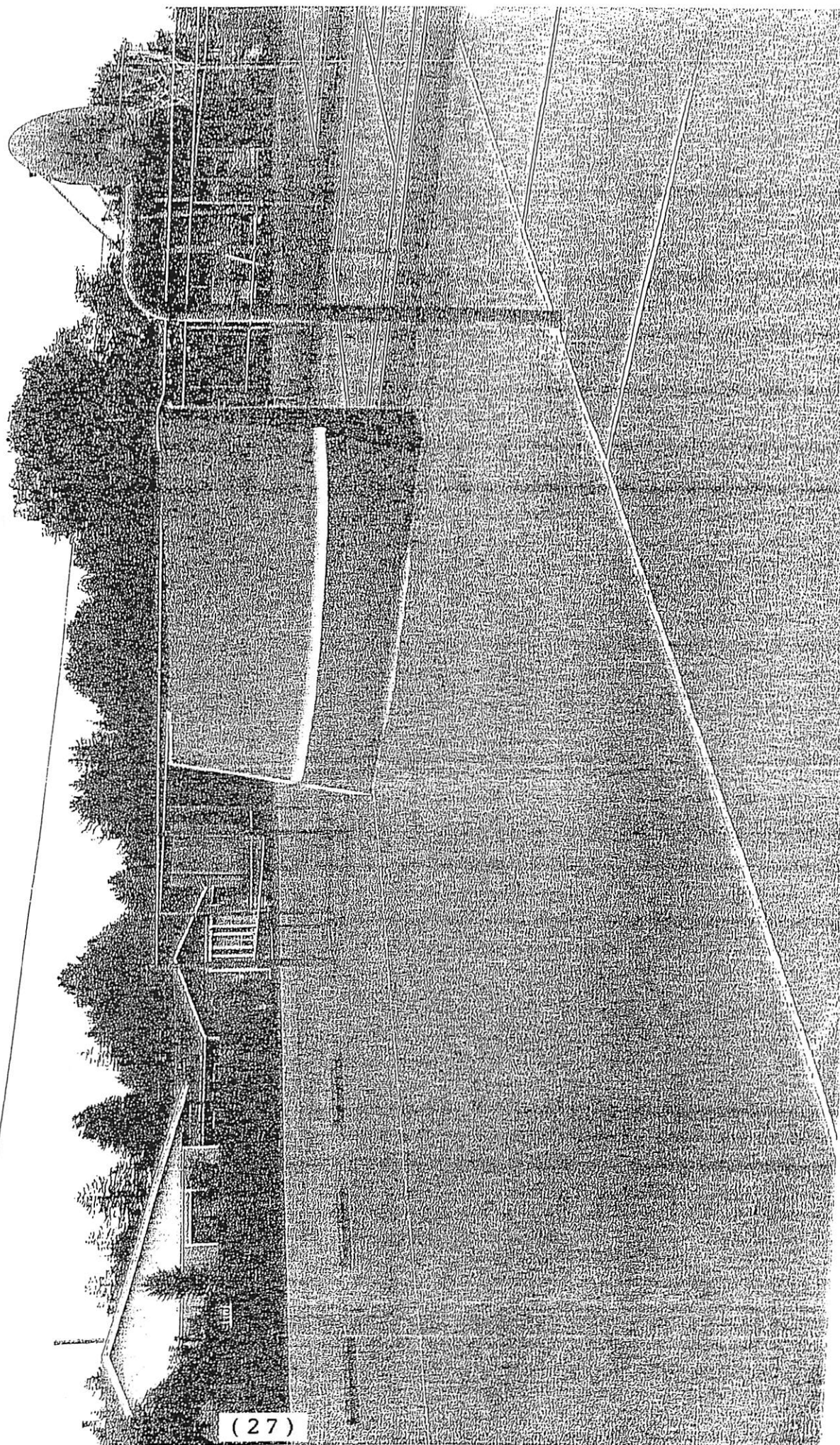
BASEBALL



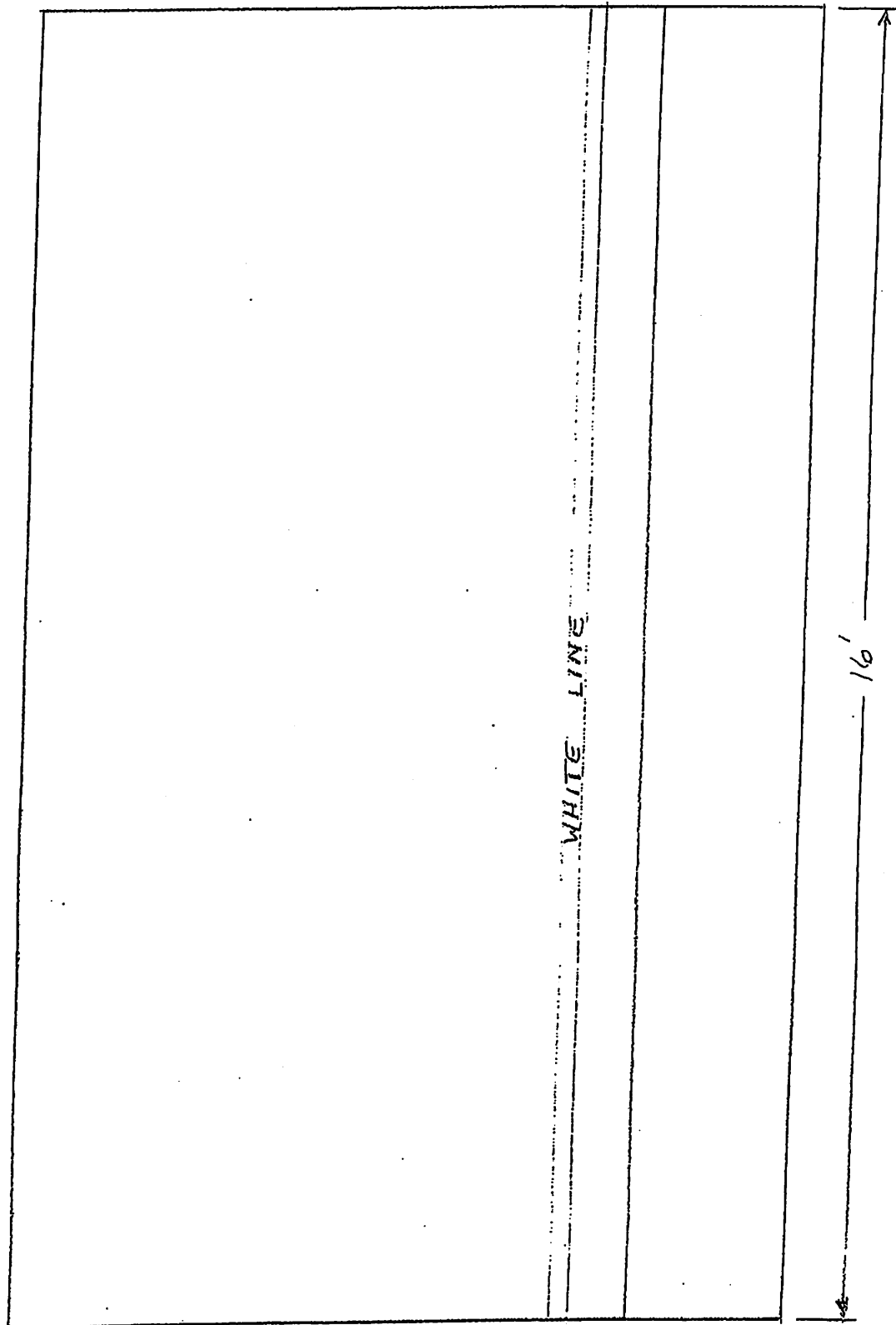
THIRD ST

PARKING

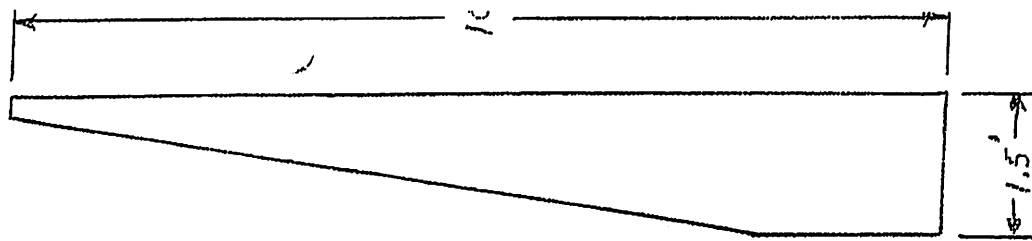
RANSOM AVE



TENNIS BACKBOARD
(~600 lbs.)



FRONT



SIDE

Construction alternatives

Tennis backboards can be made out of wood, plastic, fiberglass and concrete. The attached table shows a comparison of the materials and some commercially-available backboards.

Wood backboards are low in initial cost but require a lot of maintenance and have a short life expectancy. If not maintained, wood will warp, split and fade very quickly. They are extremely noisy and can have irregular bounces.

Plastic and fiberglass are significantly more expensive than wood but require no maintenance. They are moisture resistant and should have a long life expectancy. They provide a consistent bounce and the noise level is about the same or less than a racquet hitting a tennis ball.

The Rally Master backboards are solid colored plastic so the color will never fade or peel. The solid plastic construction makes it tough enough to withstand the impact of baseballs.

The boards are mounted directly to the fence so there is a potential problem with wind.

The Sportwall backboards are formed plastic or fiberglass casings that are filled with sand. Under normal usage and wear, they should have a long life expectancy. The casings are relatively thin though and they can be damaged or punctured.

Concrete walls are the most expensive approach. Because of the mass involved they require a large footing. As a result they are permanent fixtures and will have a long life expectancy. Maintenance is low with the possibility of sealing and painting. They provide a consistent bounce and the noise level is low. Concrete walls do cause an excessive amount wear to tennis balls.

Recommended Tennis Backboard

I surveyed some tennis player as to what would be the most appropriate type of material and construction for Bud Cross Park and the present situation. The consensus was not to use wood or concrete. Wood, like the previous backboard, is low in cost but has a short life expectancy, is high maintenance and generates excessive noise. Concrete is too expensive and is inappropriate for location proposed. I eliminated the Sportwall alternative because of the potential for damage and it is higher in cost than the remaining alternatives.

I recommend the manufactured backboard made by Good and Associates, an Oregon company. They have given me a bid for a backboard with some modifications that I have requested. The modifications will make the board more playable for 2 players at once, increase the height and make it a little easier to practice overheads. It will have a flat surface that is tilted back slightly for a more realistic rebound for the next hit. It is 16 feet wide so that 2 players can play at once and 10 feet high to match the height of the court fence. One of the original boards manufactured by this company was installed in Medford in 1989 and is still in operation. Painting has been the only maintenance. It did require some repairs because the lower boards were exposed to some standing water. The manager of the club would definitely purchase another one if and when one were needed.

The life expectancy of this manufactured board is greatly increased over regular wood backboards because the hitting surface is a high-quality weatherproof overlay, which is meticulously primed and painted to seal all exposed surfaces. Pedestals have been added to the design to keep the structure out of standing water and eliminate the problem of the board installed in Medford.

Noise is a big issue to me for wood backboards and I suspect I may be more sensitive to it than most people. The noise of a tennis ball hitting plywood or even the 2x6's is objectionable to me. The proposed backboard will have the wood panels laminated to polystyrene sheets for noise reduction. I played on one of these backboards in Grants Pass. The noise level is greatly reduced but I still considered it marginal. As another point of reference, I asked some people who were picnicking just outside the court fence about the noise level and they did not have any problems with it. The backboard I have specified will include additional insulation material that should reduce the sound down to a level more comparable to the sound of the racquet hitting the ball.

Because we are in Oregon, the manufact (29) ome to help install the backboard. The

Rally Champion

The Arc is the Difference!

THERAPEUTIC BALLS
FOR HEALTH AND FITNESS

Rally Champion Backboard Product Specification sheet.

- Item: Unique dual curved and angled backboard that rebounds the ball with the arc distance (s), and timing of real tennis.
- Frame: Kiln dried Douglas fir that is cut into the curves needed to form the concavity. These pieces are then planned, sanded, pre-drilled, and painted. They are then pre-marked for ease of installation and custom packaged in 200 lb test cardboard.
- Panels: Exterior wood panel which is embossed with a Phenolic saturated overlay on the hitting face for weather proofing. The panel is pre-drilled (30 holes), and the sound reduction material (double skinned polystyrene 1/2 in.) The panel faces are primed and coated with two coats of exterior acrylic latex, the edges are sanded and coated 6 times. Packaged in 200 lb test cardboard with reinforced corners. The net tape is textured, weather proof, and pre-installed.
- Hardware: All hardware is individually packaged and marked for installer convenience. Panel screws and washers are painted green, touch up paint is included. Assembly instructions, practice tips, and 3 year warranty card. The anchoring hardware allows for installing against a tennis fence or to posts set in the ground
- Company Brief: Good and Associate has formally been producing realistic tennis backboards for 10 years. We've produced about 650. without one warranty claim.

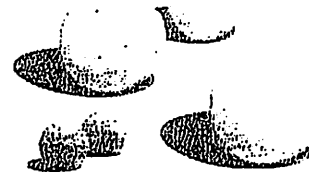
GOOD & ASSOCIATES

Glenn R. Good • Nancy A. Good, P.T.

P.O. Box 607 • Aurora, OR 97002 • (503) 266-4322 • Fax (503) 266-7486
(30)

Rally Champion

The Arc is the Difference!



THERAPEUTIC BALLS
FOR HEALTH AND FITNESS

April 7, 2009

PROPOSAL #1

An 8 foot x 16 foot Rally Champion Straight-Tilt model with sound reduction, delivered and installed for \$2,715.00. We will include a 3 foot high 16 foot wide ball containment net that extends above the backboard at no additional charge.

PROPOSAL #2

An 8 foot x 16 foot Rally Champion Straight-Tilt model mounted on a 2 foot high x 16 foot wide 'pedestal' for overhead practice capability. This model will also have sound reduction but no ball containment net. The delivered and installed price is \$3,315.00.

Enclosed please find a materials spec. sheet for our Backboards, (the Straight-Tilt model is the same except for curves). Also find a price and description sheet from one of our national dealer's catalogs.

GOOD & ASSOCIATES

Glenn R. Good • Nancy A. Good, P.T.

P.O. Box 607 • Aurora, OR 97002 • (877) 706-4322 • Fax (503) 266-7486

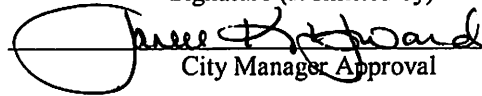
Source		Good & Assoc	Rally Master	Sport Wall	Sport Wall	
Material	Wood	Sealed Wood	Solid Plastic	Sand-filled ABS	Sand-filled Fiberglass	Concrete
Bounce	Irregular	Occasional Irregular	Consistent	Consistent	Consistent	Consistent
Noise Level	High	Moderate	Low	Low	Low	Low
Warranty		2 Year	20 Year	3 Year	5 Year	
Life Expectancy	5 Years	10 Years	> 20 Years	10 Years	15 Years	> 20 Years
Damage Susceptibility	Low	Low	Very Low	Moderate	Moderate	Very Low
Maintenance	High	Low	None	None	None	None
Cost	~\$700.00	\$ 3,315.00	\$ 4,345.00	~\$5000.00	~\$6000.00	>\$7300.00
		Tilted wall	Mounted to fence	Tilted wall	Tilted wall	
		Deeper bounce		Deeper bounce	Deeper bounce	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Appeal of Staff's interpretation of Brookings Municipal Code (BMC) 8.15.087, Temporary use of recreational vehicle or travel trailer on property located at 241 Chetco Avenue.

Recommended Motion: Motion to uphold Staff's interpretation of BMC 8.15.087.

Financial Impact: None

Background/Discussion: The City of Brookings adopted an ordinance in 1958 that required recreational vehicles (RV) to only be used within a licensed RV park. In 1990 revisions were adopted that allowed RV's to be used on private property for temporary sleeping purposes for a very limited time. In 2006 the City codified all existing ordinances into the BMC. During this process the ordinance providing provisions for temporary sleeping in RV's was inadvertently repealed. In 2007, City Council adopted Ordinance 07-O-591 which again provided provisions for limited temporary sleeping in RVs. **Attachment A** outlines the ordinance history.

This use is intended for extra guests who are visiting. These guests would eat meals and use other amenities in the dwelling. The RV can not be connected to City sewer or water. Much discussion ensued on this topic when the City Council adopted 07-O-591. A policy has been implemented that also allows this use to be utilized when a building permit has been issued for a dwelling unit on a vacant lot to provide for security.

City Staff received a call regarding two RV's located on the property located at 241 Chetco Avenue, zoned Multiple-Family Residential (R-3). **Attachment B** is a plot plan of the subject property. A site visit confirmed the RV's location. The property owners were sent notice that the use of the RV's was not allowed on vacant property that did not contain a dwelling. The property owners filed a written statement disputing the interpretation of "residentially zoned and developed private property". The fact that the subject property has water, sewer, and electric lines on site is why the appellants feel the property qualifies as "residentially developed". A meeting with Staff and the property owners was held to provide information for the Acting City Manager to make a determination. The Acting City Manager consulted with Attorney John Trew, fully reviewed file, and upheld the Planning Department's decision. As a result, the property owners filed this appeal to the City Council.

Attachment(s):

Attachment A – Ordinance History Outline
Attachment B – Plot Plan of Subject Property
Attachment C – Violation Correspondence

58-O-115 Section 15: It is unlawful to use a trailer for living or sleeping purposes within the City of Brookings except when parked within a licensed trailer park. (Effective June 10, 1958)

90-O-115.A Section 15: It is unlawful to use a trailer coach for living purposed within the City of Brookings except when parked within a licensed trailer park. A trailer coach may be used for temporary sleeping purposes within the City of Brookings provided as follows:

- A. That the trailer coach is located entirely on private property;
 - B. That no connection may be made to the City's water of sewer system; and
 - C. That the period of use shall not exceed seven (7) days out of any calendar year.
- (Effective August 13, 1990)

97-O-115.B Section 15: Renumber as Section 3, Temporary Uses. (Effective March 12, 1997)

06-O-572 Repeal Ord. 58-O-115, 90-O-115.A, Ord. 97-O-115.B (Effective May 10, 2006)

Below is the current regulation for temporary use of a recreational vehicle or travel trailer.

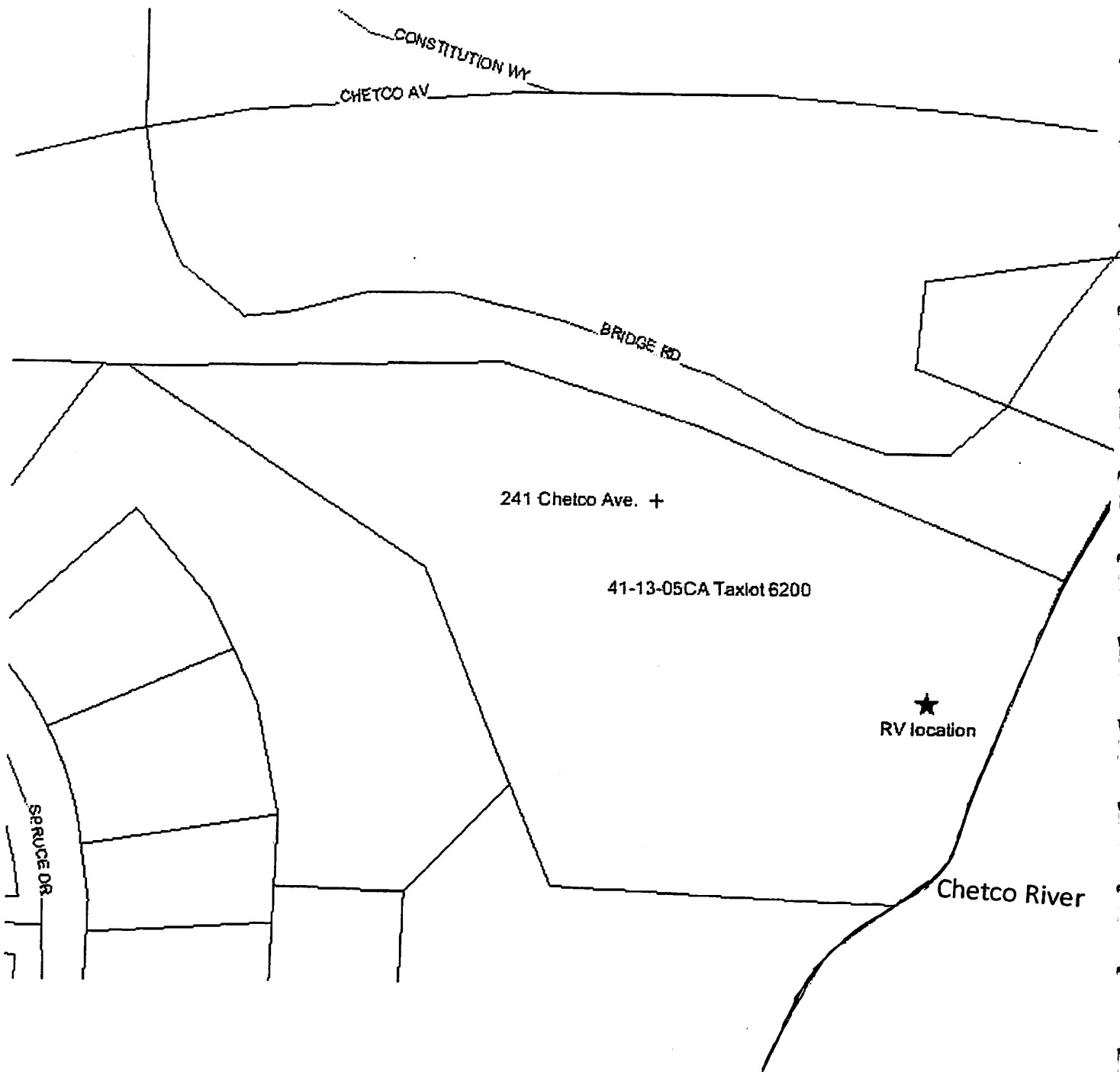
07-O-591 Chapter 8.15.087 Temporary use of a recreational vehicle or travel trailer.

A. All recreational vehicle parks within the city of Brookings shall conform to the electrical, fire, health, building, and plumbing ordinances of the city of Brookings, as amended, except as hereinafter specified.

B. It is a violation to use a recreational vehicle or travel trailer for living purposes within the city of Brookings except when parked within a licensed recreational vehicle park. A recreational vehicle or travel trailer may be used for temporary sleeping purposes within the city of Brookings provided as follows:

- 1. That the recreational vehicle or travel trailer is located entirely on residentially zoned and developed private property;
- 2. That no connection of any kind may be made to the city's water or sewer system; and
- 3. That the period of use for the property shall not exceed 14 days out of any calendar year.

C. It shall be a violation for any person, firm, or corporation owning or operating a recreational vehicle park in the city of Brookings to violate any of the provisions of this chapter. It shall be a violation for any person, firm, or corporation owning, maintaining, or in control of any recreational vehicle or travel trailer, or the occupant or tenant of any recreational vehicle or travel trailer in whatever capacity, to violate any provisions of this chapter. (Effective September 14, 2007)



Date: April 23, 2009 **NOTICE TO ABATE**

Attachment C

TO: Dennis & Diane Sullivan

1985 Rossanley Drive

Medford, OR 97501

Pursuant to Ordinance No. 572 of the Brookings Municipal Code, a violation exists at the following location(s) which are indicated to be in your ownership or control or you are the person causing the violation:

Street Address:

Tax Lot and Map Number:

241 Chetco Avenue

41-13-05CA; Tax lot 6200

The nature of the violation is as follows:

BROOKINGS MUNICIPAL CODE (BMC)

Chapter 17.100 Hazardous Building Site Protection Hillside Development Standards (attached) Development of a hillside lot without a development permit, violation of BMC 17.100. Stop work and install temporary erosion control measures immediately and provide 4 sets of: **Engineered grading, drainage and erosion control plans and geology report for review.**

Chapter 8.15.087 Temporary use of a recreational vehicle or travel trailer. (attached) Temporary use of an RV for sleeping purposes is in violation of BMC 8.15.087 on residential zoned property without a dwelling.

Chapter 17.28 Multiple-family Residential. (attached) Storage of RVs is in violation of BMC 17.28 on residential zoned property without a dwelling.

You are hereby directed to abate the violation of Chapter 8.15.087 and Chapter 17.28 within ten (10) days from the date of receipt of this notice. You are hereby directed to stop work and install temporary erosion control measures immediately. *Failure to abate the violation may warrant issuance of a citation and imposition of a civil penalty of up to \$500.00. Each day's violation constitutes a separate offense. In addition, the City may abate the violation and the cost of the abatement will be charged to you.*

You may dispute the existence of a violation and request a hearing by giving a written statement to the City Manager at 898 Elk Drive, Brookings, OR 97415 within ten (10) days from the date of receipt of this notice.

An error in the name or address of the person responsible shall not make this notice void, and in such case the posted notice shall be considered to be sufficient notice.

If you have any questions please call (541) 469-1137.

Issuing Officer

Donna Colby-Hanks

Donna Colby-Hanks, Senior Planner

Copy: Gary Milliman, City Manager/ Violation Notification List

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X <i>Dennis Sullivan</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Dennis + Diane Sullivan 1985 Rossanley Dr. Medford, OR 97501</p>		<p>B. Received by (Printed Name) Dennis Sullivan</p> <p>C. Date of Delivery APR 29 2009</p>	
		<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address: <input type="checkbox"/> No</p>	
		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) 7008 1140 0000 1790 8639</p>			
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

land and the developer, general agent, architect, builder, contractor or other person or entity who is known by the city to have participated in committing the violation, through a stop work order, to cease all further development until such time as the violation has been remedied. If development continues in disregard of notice from the city, the city may seek an injunction to stop further development until the violation has been remedied. The amount of time to remedy the violation shall depend upon the nature of the violation, the circumstance then existing and whether an emergency exists. Noncompliance within the time set by the city shall cause the city to take remedial steps to cure the violation and charge the costs, fees and expenses of such remedial

action to the owner of the land. This shall include any expenses, costs and fees paid by the city to third persons for labor and materials to remedy the violation. Charges made under this subsection shall be a lien against the real property on which the violation arises and the city recorder is authorized to enter the amount of such charges immediately in the docket of city liens.

D. The owner of the land, and the developer, general agent, architect, builder, contractor or other person or entity who takes part in any violation of this chapter, shall be guilty of a violation.

E. The remedies set forth in this section are cumulative and not exhaustive of all remedies the city may exercise to prevent, correct or abate a violation under this section. [Ord. 07-O-582 § 2.]

Chapter 8.15 NUISANCES

Sections:

8.15.087 Temporary use of a recreational vehicle or travel trailer.

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A. All recreational vehicle parks within the city of Brookings shall conform to the electrical, fire, health, building, and plumbing ordinances of the city of Brookings, as amended, except as hereinafter specified.

B. It is a violation to use a recreational vehicle or travel trailer for living purposes within the city of

Brookings except when parked within a licensed recreational vehicle park. A recreational vehicle or travel trailer may be used for temporary sleeping purposes within the city of Brookings provided as follows:

1. That the recreational vehicle or travel trailer is located entirely on residentially zoned and developed private property;

2. That no connection of any kind may be made to the city's water or sewer system; and

3. That the period of use for the property shall not exceed 14 days out of any calendar year.

C. It shall be a violation for any person, firm, or corporation owning or operating a recreational vehicle park in the city of Brookings to

violate any of the provisions of this chapter. It shall be a violation for any person, firm, or corporation owning, maintaining, or in control of any recreational vehicle or travel trailer, or the occupant or tenant of any recreational vehicle or travel trailer in whatever capacity, to violate any provisions of this chapter. [Ord. 07-O-591 § 2.]

Chapter 17.28 MULTIPLE-FAMILY RESIDENTIAL (R-3) DISTRICT

Sections:

Sections:

<u>17.28.010</u>	Purpose.
<u>17.28.020</u>	Permitted uses.
<u>17.28.030</u>	Accessory uses.
<u>17.28.040</u>	Conditional uses.
<u>17.28.050</u>	Minimum lot area and dwelling density.
<u>17.28.060</u>	Lot width, lot coverage and yard requirements.
<u>17.28.070</u>	Maximum building height.
<u>17.28.080</u>	Signs.
<u>17.28.090</u>	Parking.
<u>17.28.100</u>	Manufactured housing siting requirements.
<u>17.28.110</u>	Other required conditions.

17.28.010 Purpose.

This district is designed to provide an environment suitable for higher density urban residential uses. The R-3 district is intended for residential uses, community services and appropriate professional business and service offices. [Ord. 08-O-614 § 2; Ord. 08-O-613 § 2; Ord. 89-O-446 § 1.]

17.28.020 Permitted uses.

The following uses are permitted:

A. Two-family dwellings or duplexes. Dwelling must have a

garage or carport for each dwelling unit constructed of like materials;

B. Multiple-family dwellings and apartment houses;

C. Single-family dwellings, provided the building permit applicant or the applicant's spouse, parent, child or sibling purchased the property prior to August 13, 1998. Dwelling must have a garage or carport constructed of like materials. A single-family dwelling may include a manufactured home as defined by

ORS 446.003, and subject to BMC 17.28.100. [Ord. 08-O-614 § 2; Ord. 98-O-446.CC § 2; Ord. 94-O-446.T § 5; Ord. 89-O-446 § 1.]

17.28.030 Accessory uses.

The following accessory uses are permitted:

A. Home occupations, subject to the provisions of Chapter 17.104 BMC;

B. Other accessory uses and accessory buildings and structures, such as noncommercial greenhouses, customarily appurtenant to a permitted use;

C. Boats, trailers, pick-up campers, motor homes and similar equipment may be stored, but not

occupied, except as provided for temporary sleeping purposes in BMC 8.15.087, on a lot in an "R" district; provided, that:

1. Parking and storage shall be at least five feet from the front property line and at least three feet from a street and interior side or rear lot line; except, however, no storage shall be allowed within 20 feet of the corner along both property lines at a street corner;

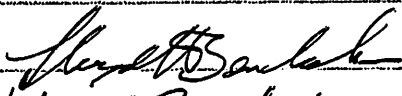
2. All areas used for storage of such vehicle/equipment shall be paved or a graveled hard surface. [Ord. 08-O-614 § 2; Ord. 89-O-446 § 1.]


5-7-09

To: Donna Colby-Hanks
Senior Planner
City of Brookings, Or. 97415

Dennis, Lloyd and Donna agree that the definition of Developed Property is the primary issue of our disagreement for temporary use of a recreational vehicle or travel trailer of our developed property.

Please give the exact definition of developed property according to BMC 8.15.087


Lloyd Bendickson


Dennis Sullivan



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-2163 Fax (541) 469-3650
www.brookings.or.us

May 27, 2009

Dennis & Diane Sullivan
Lloyd and Nancy Bendickson
1985 Rossanley Drive
Medford, OR 97501

Dear Mr. & Mrs. Sullivan and Mr. Bendickson:

Thank you for meeting with me Thursday, May 21, 2009, for a hearing regarding the Notice of Abatement you received on property located at 241 Chetco Avenue in Brookings, Oregon.

The issue revolves around the meaning of "residentially zoned and developed private property" as described in Brookings Municipal Code 8.15.087. I understand that there are numerous definitions of "development" and "residential." This section states that a recreational vehicle may be used for temporary sleeping purposes. As I mentioned to you at the hearing, the Council's overall intent with this code section, is to allow an exemption for residents' overnight guests. They specifically discussed this when revisions were made to this chapter of the code; one of which was to change the exemption from 7 to 14 days per calendar year.

This is also consistent with how the City has interpreted the code in the past and this meets the goal of the City when the code was drafted and revised recently. As such, I agree with the decision from the planning department, in that a nuisance in fact exists.

Under 8.15.087, you shall abate the nuisance within 10 days after determination is mailed. You also may appeal this decision to the city council by filing a written notice to the city manager within 10 days after the determination is mailed.

Sincerely,

Janell K. Howard
Acting City Manager

Attachment: BMC 8.15.087 – 8.15.110

June, 1 2009

City of Brookings
898 Elk Drive
Brookings, OR 97415

ATTN: City Manager


Dear Ms. Janell K. Howard, Acting City Manager

Please accept this written notice as a request to appeal your decision , to the Brookings City Council.

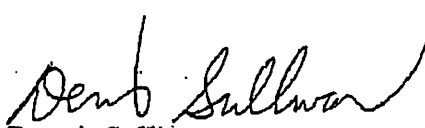
You stated, in the meeting Thursday, May 21, 2009, that you liked the idea of contacting other cities for their definition of "developed property". Did you contact other cities for their definition of "developed property"? If so, please send us a copy of their definition of "developed property".

Our attorney, John Hanson, is not available until 6/16/09. Please schedule our hearing with the City Council after 6/17/2009.

Thank you,



Lloyd Bendickson
49 Jack Nicklaus Rd.
Medford, OR 97504
(541) 773 2534 Home
(541) 944 3772 Cell



Dennis Sullivan
1985 Rossanley Dr
Medford, OR 97501
(541) 772 3837 Home
(541) 821 1989 Cell

From: Lloyd & Nancy Bendickson [mailto:lbendickson@charter.net]
Sent: Wednesday, June 17, 2009 11:35 AM
To: Joyce Heffington
Subject: City Council of Brookings Notice To Abate.doc

Lloyd Bendickson
49 Jack Nicklaus Rd.
Medford, OR 97504
(541) 773 2534 Home
(541) 944 3772 Cell

Dennis Sullivan
1985 Rossanley Dr
Medford, OR 97501
(541) 772 3837 Home
(541) 821 1989 Cell

6/16/2009

To: City Council of Brookings, OR 97415

Dear Council members of the City of Brookings, OR

RE: Notice To Abate, 241 Chetco Ave., Brookings, OR 97415.

Thank you for hearing our story about, how "intent", of an administration can evolve and the words in the code can stay the same.

When we purchased the subject property, in 1996, it was zoned Commercial. A zone change was requested and approved, to the present zoning, Multiple-family Residential (R-3). Our original plan for the property was to build condominiums, for our two families and to sell the others to help pay for the project. The City of Brookings has worked very well with us and made a special effort to abdicate a portion of the property adjacent to Bridge St. The city gifted back to ODOT a portion of the land, retaining a strip of land 25 feet wide, fronting on Bridge St. for future utility easement. In 1997 ODOT, sold us the property gifted back by the City of Brookings, giving us a total 2.94 A. Planning for the project with the city of Brookings, revealed the size of the water and sewer lines feeding the property insufficient for the number of units planned. The city calculated an 8" water line from Oak St. be installed, as well as repaving the street curb to curb and reconnecting current users. These improvements were to doom the project at the time because of the cost restraints. Since then, subsequent neighboring projects have provided an 8" water line to our easement on Spruce drive which services our current 2" water line. We granted the City of Harbor an easement for a large sewer line project that has been completed. The City of Harbor piggy backed a 4" sewer line for our use, adjacent to their 8" main sewer line to Oak Street. We still need to construct a pump station, donate it back to the city of Brookings, to utilize the sewer line.

We do plan on pursuing the project in the future. We continue to rework plans to utilize the land most efficiently. In the meantime we have been parking our RVs on the property and have been doing this on a seasonal basis, the past ten years, to make use of our property. We also have used the RVs for temporary sleeping quarters for approx. 1-3 days, when, our non-fishing, wives join us on a fishing trip, (Azalea festival, Memorial Day, 4th of July and Labor Day). We have not been considered a nuisance by the city until April 23, 2009.

On April 23, 2009 we were also sited under Chapter 17.100 Hazardous Building Site Protection Hillside Development. City Planner Donna Colby - Hanks met with us and ask us to show deeds making the three (3) tracts for twenty (20) consecutive years.

She also asked us to spread straw on denuded areas where we had an excavator work to remove "scotch broom" (a nocuous, invasive plant) and trees that had blown down in a recent storm. She revisited the sight and told us that issue is resolved. She told us that the issue of Chapter 8.15.087 Temporary use of a recreational vehicle or travel trailer, temporary use of an RV for sleeping purposes is in violation of BMC 8.15.087 on residential zoned property without a dwelling and Chapter 17.28 Multiple-family Residential, Storage of RVs is in violation of BMC 17.28 on residential zoned property without a dwelling. We submitted a letter to Donna Colby - Hanks, requesting a hearing with the City Manager to clarify the definition of "developed private property".

The phrase; "without a dwelling", is not contained in BMC Chapter 8.15.087 or BMC Chapter 17.28.

The definition of Develop: does not require a dwelling. Ref Brookings Municipal Code definitions and Oregon's Statewide Planning Goals & Guidelines.

Acting City Manager, Janell K. Howard, states in he letter, dated May, 2009, "The issue revolves around the meaning of "residentially zoned and "developed private property" as described in Brookings Municipal Code 8.15.087.

We do not find an ambiguity in the phrase, "residentially zoned" or its purpose. The ambiguity exists, when the Planning Department requires a "dwelling" to be included in the definition, of "developed private property".

Our "developed private property" is, "Residentially zoned"; R-3).

We comply with all requirements of BMC Section 8.15.087and Section 17.28.030, Accessory uses, C, C1, and C 2.

During this time we have always kept the property maintained and clear of debris. We have experienced homeless people living in the brush, so keeping the land maintained is important. We have always complied with fire regulations and tried to just be quiet and enjoy the peacefulness of the river. We have allowed strangers to share the view of the fireworks, and have allowed bank fishermen access to t he river. In general, we have tried to be good neighbors, by sharing with others our place in Brookings that we love. We would like to continue to use our property. Hopefully, we can come to a solution that will be satisfactory for all involved.

Respectfully Submitted

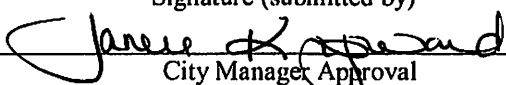
Lloyd Bendickson
Dennis Sullivan

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject:

Verizon Audit – Settlement Agreement

Recommended Motion:

Approve settlement agreement with Verizon and authorize the City Manager to sign agreement.

Financial Impact:

By approving and signing this agreement, the City will receive \$10,598.

Background/Discussion:

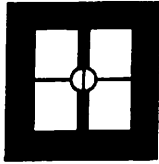
The City chose to participate with the Oregon Municipal Audit Review Committee (OMARC) in an audit of Verizon in December 2002. OMARC began this process because many cities saw their franchise fees fluctuate annually with no clear explanation. Also, as city boundaries change, utilities do not routinely or accurately update their customer lists. This audit of franchise fees from 2002 to 2005 was to assure that the City had received the correct amount from Verizon. The original cost for participation was \$1,374.78.

This agreement was extended on June 24, 2008. Verizon has now agreed to settlement agreements with all the participating OMARC cities. The settlement agreement for the City of Brookings is attached in the amount of \$10,598. In order to receive this amount, each city must sign their respective agreements.

Attachment(s):

Letter from the City of Hillsboro
Proposed Settlement Agreement with Verizon

CITY OF HILLSBORO



6/12/2009

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

RE: OMARC Verizon Franchise Fee Audit Results

Dear Gary Milliman:

Nearly six years ago, we began an audit of the telecommunications franchise fees remitted to Oregon cities by Verizon. In lieu of each city contracting for an auditor and have multiple demands for the same basic data from Verizon, the cities joined together and formed Oregon Municipal Audit Review Committee (OMARC). OMARC competitively bid the process to select an auditor and coordinated the process from start to finish. Without a doubt, this process has taken longer than anyone envisioned. However, the good news is that we are at the end and Verizon is willing to settle. This letter explains what is needed from your city in order to receive your payment for under-remitted franchise fees.

Based on the preliminary results of the audit and final negotiations with Verizon, your city is due the amount stated below. For comparison, the amount your city paid to participate in this audit is also provided.

City: Brookings
Amount: \$ 10,598.00
Original Cost: \$ 1,374.78

In order to receive this amount, the City needs to approve and sign the enclosed settlement agreement with Verizon. You will need to determine whether or not this agreement requires council approval and take appropriate steps for its execution. The settlement agreement has been reviewed by Hillsboro's City Attorney on behalf of OMARC and agreed to by Verizon and its attorneys. However, you should consider review by your own city attorney as well.

This agreement is conditioned upon all cities accepting its terms; your city will not have the option to change the agreement or to try to negotiate different terms with Verizon. Verizon will likely not pay any city until all cities have signed and returned the settlement agreement.

RECEIVED

JUN 15 2009

Key points of the settlement agreement are:

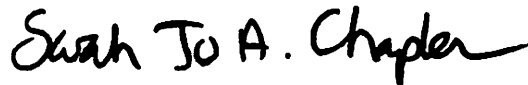
- Verizon will pay the above-stated amount within sixty days of all cities executing the agreement.
- This agreement settles all claims related to Verizon's payment of franchise fees or privilege taxes from January 1, 2002 through December 31, 2005.
- Again, although each city will sign its own agreement with Verizon, all cities must sign or the agreement does not take effect.

The signed agreement should be mailed directly to Verizon using the following address:

David Mielke
Verizon
600 Hidden Ridge Drive, HQE02E70
Irving, Texas 75038

So that OMARC can keep track of which cities have completed this final step please email a copy of the signed agreement to Gary Wallis at wallis@ci.wilsonville.or.us. If you have any questions or concerns about this agreement, please contact Gary Wallis or Nancy Werner (nancy@gov-law.com) as soon as possible.

Sincerely,



Sarah Jo Chaplen

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is between Verizon Northwest Inc. ("Verizon"), a Washington corporation, and Brookings ("City"), an Oregon municipal corporation. Verizon and the City are referred to collectively herein as "the Parties."

RECITALS

- A. Verizon pays to the City a Privilege Tax/Franchise Fee on exchange access service revenue pursuant to Oregon Revised Statutes 221.515 ("Privilege Tax").
- B. A group of Oregon cities formed the Oregon Municipal Audit and Review Committee ("OMARC"), to review and analyze Privilege Tax revenues received from Verizon ("Review").
- C. There is a dispute between Verizon and OMARC regarding the alleged under- or overpayments due to the City for the review period commencing on January 1, 2002 and continuing through December 31, 2005 ("Review Period"), which, if underpaid, would constitute a debt to the City.
- D. Verizon and the City are desirous of avoiding further expense in undertaking the Review, and desire and agree to provide for payment, in accordance with the terms of this Settlement Agreement, and thereby to settle and resolve any and all potential claims and disputes between them with respect to the Privilege Taxes paid during the Review Period, except as set forth herein ("the Claim").

NOW, THEREFORE, the Parties, through their undersigned representatives who are fully authorized to take the actions contemplated herein, pursuant to the foregoing recitals and in consideration of the following mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

AGREEMENT

1. **Privilege Tax.** The City and Verizon agree that, subject to Section 4 of this Agreement, in consideration for the payment of the Claim in the amount set forth in Section 3 of the Agreement, Verizon shall be deemed to, and shall have paid all of the Privilege Tax that was due and owing for the Review Period, including interest or penalties, and that upon payment of such amount, the City shall not undertake any collection activity with respect to the Privilege Tax for the Review Period except as provided for herein.

2. **Effective Date.** The Effective Date of the Agreement shall be the date of the last signature hereon, however, it is the intent of Verizon to enter into a similar agreement with the other Oregon cities listed in Exhibit A and notwithstanding the date of the last signature in this Agreement, this Agreement will not be effective until the date of the last signature on all Agreements with each of the Oregon cities listed in Exhibit A. Should an Agreement not be secured by Verizon with any one of the cities listed in Exhibit A, this Agreement will not be effective.

3. **Amount.** Within sixty (60) days of the Effective Date, Verizon agrees to pay the City and the City agrees to accept from Verizon the total amount of \$10,598 ("the Amount"). Subject to Section 4 of this Agreement, the City agrees that receipt by the City of payment of the Amount shall constitute a release by the Parties of all claims, known and unknown, that each party may have against the other with respect to the Privilege Tax for the Review Period ("Released Claims"). Payment shall be made at the address provided for notices in Section 9 of this Agreement. Regardless of the Effective Date, Verizon and the City agree that for purposes of any interest owed on the Privilege Tax during the Review Period pursuant to any applicable agreement between Verizon and the City and/or OMARC, the Amount will be deemed to have been paid on December 31, 2008.

4. **No Waiver.** The Parties acknowledge that there is a dispute regarding the calculation of revenues subject to payment of Privilege Taxes under Oregon law. The Parties agree that this payment is made for the purpose of compromise and for the purpose of concluding the Review. Notwithstanding any other provision of this Agreement, including the release set forth in paragraph 3, Verizon and the City each reserve their rights in all other forums and contexts

concerning the interpretation of Oregon law and administrative rules and any other applicable regulation concerning the calculation, collection and payment of Privilege Taxes. Subject to the terms of any other applicable agreement between Verizon and the City and/or OMARC, the City expressly reserves the right to assert any claims it may have regarding Verizon's calculation of revenues, subsequent to December 2005, that are subject to the payment of Privilege Taxes under Oregon law. The Released Claims include all claims for under or overpayments of the Privilege Tax for the Review Period.

5. This Agreement does not apply to, or release Verizon from payment of any taxes or fees, other than the Privilege Tax.

6. **No Admission.** The Parties agree that this Agreement is made solely for purposes of settlement and that by entering into this Agreement neither of the Parties is making any admissions as to the substantive factual or legal issues regarding the Claim, and that in the event of future unrelated disputes regarding payment of the Privilege Tax that become due and owing after the Review Period, that this Agreement may not, and shall not, be introduced into evidence in any administrative or judicial action.

7. **Voluntarily Entered.** The Parties represent and warrant that this Agreement is entered into voluntarily by the Parties with full knowledge of the consequences and implications of the obligations set forth herein. The Parties also represent and warrant that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Agreement, and in connection with the preparation and execution of this Agreement, and that they have carefully and thoroughly reviewed this Agreement in its entirety.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and may be amended or modified only by a writing signed by the Parties hereto. Notwithstanding any provision of this Agreement, this Agreement does not supersede any prior written agreements between Verizon and the City and/or OMARC.

9. Notices. All notices required or permitted to be given or to be made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed to have been received for purposes of this Agreement on the day the notice is personally delivered or deposited in the mail.

(a) All notices to Verizon regarding this Agreement should be sent to:

Mark Scovic
Mail Code HQE01H02
600 Hidden Ridge
Irving TX 75038

David Mielke
Mail Code HQE02E70
600 Hidden Ridge
Irving TX 75038

(b) All notices to the City regarding this Agreement should be sent to:

Gary Milliman
City Manager
898 Elk Drive
Brookings, OR 97415

10. Governing Law; Venue. The terms, provisions, interpretations and enforcement of this Agreement shall be governed by the laws of the State of Oregon, without regard to conflict of laws analysis. Any litigation between the Parties arising out of or related to this Agreement shall be brought and maintained in the Circuit Court for Curry Oregon. Provided, if any litigation arising under this Agreement is brought in a federal forum, it shall be brought and maintained in the United States District Court for the District of Oregon in Portland, Oregon.

11. Binding Obligation. The obligations of the Parties set forth in this Agreement shall be binding on the Parties, their successors and assigns.

12. Warranty of Authority. Each party to this Agreement hereby covenants and represents that the individual signing on its behalf is fully empowered to bind the party to the obligations and commitments set forth herein.

13. Counterparts. This Agreement may be executed in counterparts and by facsimile, and, if so executed, will be effective as if simultaneously executed at the time of receipt of the last executed counterpart.

14. No Party Deemed Drafter. The Parties agree that this Agreement has been negotiated by the Parties, by and through their respective counsel, all of whom have participated in the drafting hereof. The Parties agree that any rule of construction which provides that a document is to be construed against the draftsman shall not apply.

15. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the Parties to this Agreement, to be modified, amended and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.

16. No Assignment. City represents and warrants that it has not previously pledged, encumbered, assigned or transferred, or purported to pledge, encumber, assign or transfer any Released Claims.

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement to be effective on the date as set forth in Section 2 hereof.

VERIZON NORTHWEST INC.

CITY OF Brookings

By: _____

By: _____

Name: David Valdez

Name: _____

Title: President _____

Title: _____

Date: _____

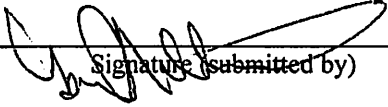
Date: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Economic Development Strategy

Recommended Motion: Motion to adopt City of Brookings Economic Development Strategy dated June, 2009.

Financial Impact: Some activities will require separate Council action to authorize expenditures.

Background/Discussion:

The City Council reviewed the draft Economic Development Strategy at the May City Council workshop. This policy document will be used by the Council and staff to guide actions affecting the future economic development of the community. It builds from a number of studies that have occurred over the past nine years.

Attachment(s): City of Brookings Economic Development Strategy, June 2009.

Brookings: Oregon's South Pacific

CITY OF BROOKINGS ECONOMIC DEVELOPMENT STRATEGY *June 2009*

The City of Brookings has undertaken a number of activities formulating the basis for an Economic Development Strategy in recent years including:

- The Proud Study (2000)
- The Downtown Master Plan (2002)
- Urban Renewal Plan (2002)
- Systematically updating the Land Development Code (2007-2009)
- Updating infrastructure master plans (2007-2008)
- The Lone Ranch Master Plan of Development (2004 and 2009)

More recently, the City Manager prepared two "white paper" reports on economic development, and the City retained ECONorthwest to update the economic element of its Comprehensive Plan. During the 2009 goals setting meeting, it became evident that the City Council is desirous of a more aggressive approach to facilitating economic development.

The City Manager has also reviewed various other documents, including the Curry County Economic Development Plan, and the Del Norte County Tri Agency Economic Development Plan.

City staff has participated in various community meetings economic development discussions, including the local Board of Realtors, Chamber of Commerce, Curry Promotional Alliance and others. The City Manager has met with other groups and individuals with future economic development related interests in Brookings, including representatives of Lone Ranch LLC, the Smith River Rancheria, Southwestern Oregon Community College, Border Coast Airport Authority, Curry Health District and others.

The following strategy outline is based upon information gathered as indicated above, and utilizing the City Manager's 35 years of community economic development and marketing experience.

DEFINING THE CITY'S FUTURE ECONOMIC BASE

While these are difficult economic times in which to develop an economic vision for the community, the City Council finds that the City's economic future will rely heavily upon:

1. Retaining existing resource-based business and industry, including lumber production and fishing, to the greatest extent possible. These activities typically provide better "living wage" jobs than are found in tourism or service industries.
2. More retirees as full time residents. Retirees bring with them entitlement incomes. The development of an employment base and the same level of infrastructure needed to support business/industry are not needed with a retirement-based community as retirees import income from elsewhere and contribute to the local economy from their home. Retirees bring a job and a "salary" with them...their job is being retired.
3. Employees who work in Del Norte County and live in Brookings.
4. Sustaining and expanding tourism.
5. Attracting "boutique industry"...smaller entrepreneurs who do not need to be located in an urban area are increasingly interested in moving their family business to an area where they and their employees can enjoy a better quality of life. "Quality of life" has a number of elements, including

public safety, education, parks, health care, clean air and being able to have a sense of pride in the community where you live.

- ❖ The same “quality of life” ribbon runs through business attraction, tourism, and recruiting new residents.

6. Service and retail industry to support people “employed” in 1-5 above.
7. State and National Parks.

ASSETS AND CONSTRAINTS

Assets and constraints to economic development in Brookings have been well documented in earlier studies and reports. The City Council finds that the top three major constraints to attracting more retiree homeowners to Brookings are:

1. Access to medical care.
2. Transportation...air and ground (“to visit the grandkids, medical and shopping).
3. Lack of shopping and entertainment opportunities.

Other economic development constraints identified through discussion with community stakeholders include:

- Lack of available sites for light industry.
- Lack of continuing education/job training opportunities.
- High utility connection costs (SDCs) for some business classifications.
- Need for more/better local recreational amenities.
- National economic trends and regulation of resources (lumber, fishing).

Assets related to building the future economic base include:

- Comparatively (with California) low property costs.
- Comparatively low taxes.
- Mild coastal climate.
- Attractive physical environment.
- Sustainable resource usage practices.
- Proximity to California and a major California State employer.
- Community-based organizations offering a variety of social opportunities.

GETTING THERE

Based upon a comprehensive review of the forgoing, the City’s economic development strategy consists of the following action items:

1. ***Improve access to medical care.*** Work with the Curry Health District to facilitate the development of a 24-hour urgent care facility and hospital on the 7.5-acre parcel adjacent to the Civic Center. This would involve annexing the Brookings area to the District. Work with public and private transit agencies to establish a ground shuttle transportation system to medical service providers in Medford.
2. ***Improve transportation systems.*** Continue working with the Border Coast Airport Authority to redevelop Del Norte Airport and attract additional commercial air carriers, specifically to add northbound service.
3. ***Make more property available for light industry.*** Sell the City-owned 1.99-acre parcel on Wharf Street and encourage the County to sell its 1.99-acre parcel on King Street to a light industry

user/developer. These are the only two vacant parcels in the City zoned for light industry. City and County maintenance facilities do not need to be in the heart of the City, and these properties would be more economically productive for the community if they were developed for industrial use.

4. ***Make park and recreation facilities part of the economic development plan.*** Parks are an existing resource that can be built upon. The quality of parks and public areas are a significant part of the decision making process by retirees, small business entrepreneurs and others considering relocating to the community. Parks are also part of the tourism economic base. Brookings could market itself as “the City of parks.” Elevate park maintenance and development to the same level as other economic development endeavors. Pursue the following projects:
 - a. A new aquatics facility. Possibly an ocean view/front indoor water park type of facility.
 - b. A “Brookings: City of Parks” marketing campaign promoting City parks and the City’s proximity to State and National Parks. (See attached concept graphic).
 - c. Sports field improvements at parks and schools; promote facilities for regional tournaments.
 - d. Work with the golf course lessee to establish a reliable water supply source and to complete facility improvements contemplated in the gold course master plan/conditional use permit.
 - e. Parking and access improvements.

Community amenities include local events, such as the Kite Derby, summer music series and holiday lights festival. The City should continue to support these activities.

5. ***Create more incentives for downtown urban renewal.*** The City has waived the off-street parking requirements for property located in the downtown business district, has invested thousands of dollars in façade improvement projects, and will be spending millions more in street/pedestrian/drainage improvements. Additional facade improvement grant funding should be made available and the City should begin purchasing land for off-street parking. Waiver of the off-street parking requirements has transferred the responsibility for this infrastructure to the City. Similarly, the City should consider waiving System Development Fees for targeted businesses...such as restaurants...in the downtown area. Alternatives to waiving the fee would include equalizing the fee with that of general commercial development or subsidizing the fees through the URA.
6. ***Build the college.*** Build the college and work with the college leadership to develop programs that will assist in developing a local workforce appropriate to the local economy, and to provide continuing education opportunities to the retirement community.
7. ***Develop a cooperative effort with local realtors to target-market retirees and California State employees.*** According to California labor market statistics, the number of California State employees working in Del Norte County rose by 6.0 per cent from December 2007-December 2008. In a recent meeting with realtors, it was noted that sales to California State employees (Pelican Bay, Agricultural Station, etc.) make up a sizeable portion of recent real estate acquisitions. In a recent meeting with the Pelican Bay Warden it was learned the employment of several hundred additional and replacement employees is anticipated over the next 24 months. About 30 per cent of current prison employees reside in the Brookings area.
8. ***Continue support of tourism expansion.*** The City currently appropriates a portion of the Transient Occupancy Tax (motel tax) it collects to support Chamber of Commerce tourism promotion efforts.
9. ***Improve Infrastructure.*** Improvements are needed to the City’s water, sewer, storm drain and street systems. These needs are detailed in other documents, but need to be addressed as a part of the economic development effort.

10. Take advantage of emerging opportunities. Not included in this strategy report is discussion of a possible destination resort. The City Manager has investigated the potential for such a development and has found that such a pursuit is not viable given the current economic climate, and is marginal in the best of times. Certainly there are sites within the City with destination resort potential: the property on north Chetco Avenue north of the Spindrift, the property along the north bank of the river, and the South Coast Lumber property at the end of Wharf Street. Certain of the community amenities discussed above (pool, etc) could be developed in some form of public/private partnership with a destination resort. Contact was made with a consultant who structures destination resort "deals." He advised that, if Brookings were to consider pursuing such a project in better economic times, the City would need to offer a subsidy of at least \$80,000 per room through some form of below market financing, property write-down, tax rebate or cash incentive. Destination resort developers recognize that their projects have positive residual affects on other businesses in the community. There may be other economic development opportunities that do not seem feasible or are not conceivable at this time. The City should be prepared to consider such opportunities as they arise.

BEYOND BROOKINGS

In pursuing its economic development efforts the City needs to be cognizant of regional economic development efforts and develop relationships and partnerships with other agencies on mutually beneficial projects/programs. Currently, the following opportunities have been identified:

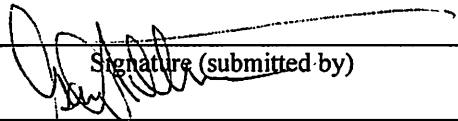
- **The Port.** Staff receives many comments from the public as to how the Port of Brookings Harbor is a "diamond in the rough" and could become a larger regional tourism attraction. The City has little or no contact with the Port, although the Port has a significant economic impact on the City of Brookings. The City Manager recommends that an effort be made to develop a joint economic development strategy with the Port.
- **The Alliance.** Curry County has taken the lead in the formation of the Curry Promotional Alliance. Modeled after the successful Mendocino Promotional Alliance, "branding" Curry County as a quality destination and being the source of quality local products are among the Alliance goals. The City should evaluate what role, if any, it should play in the Alliance.
- **America's Wild Rivers Coast.** America's Wild Rivers Coast (AWRC) was formed in 2002 as a regional marketing entity. A number of area businesses have adopted this "brand" in their tourism marketing efforts. AWRC operates a website and periodically coordinates regional promotions.
- **Del Norte County.** Del Norte County has reactivated the Tri-County Economic Development Authority. This agency...formed as a partnership by Del Norte County, the City of Crescent City and the Port of Crescent City...is pursuing an aggressive agenda to market Del Norte County for tourism and business relocation, development of the Port property, job training and reducing "retail leakage." The City should monitor the progress of these efforts.
- **Smith River Rancheria.** Smith River Rancheria is fast becoming one of the largest employers in the area, with a large percentage of employees and tribal members residing in Brookings. Rancheria development plans include a major casino expansion, hotel, conference and recreation facilities, and affordable housing. These activities could have residual benefit to Brookings in attracting tourists, new business and new residents. Regular contact with the Rancheria management should be maintained to pursue projects of mutual interest.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Land Clearing Debris Burning

Recommended Motion: Discussion and direction to staff

Financial Impact: Minor impact on Fire Department administration of permits and site visits.

Background/Discussion:

This matter was placed on the agenda at the request of Councilor Kitchen.

In May, 2005, the City Council adopted a policy of "No construction /building materials or land clearing burning permitted." This policy was developed after a multi-month period of public discourse and discussion. Attached are memorandums from 2004 and 2005 discussing the issue, which included the regulation of burn barrels.

Councilor Kitchen is seeking Council support for a change in policy whereby the Fire Chief would be authorized to develop regulations/conditions under which burning of land clearing debris would be permitted.

Attachment(s): 1) October 20, 2004, staff report.
2) May 5, 2005, staff report
3) Email from Councilor Kitchen

CITY OF BROOKINGS



STAFF REPORT

Date: October 20, 2004
To: Mayor Hagbom & City Councilors
From: Bill Sharp, Fire Chief
Thru: Leroy Blodgett, City Manager
Subject: Outside Burning

REPORT

There are currently four types of outside burning allowed within the city limits (described below). The first two described below are considered commercial burns which require a permit from the Oregon Department of Environmental Quality (DEQ). DEQ consults with the Fire Chief prior to issuing a permit to see if there are concerns. If there are significant concerns DEQ will not issue the permit. The second two types of burning are private burns and are permitted by the City without any DEQ consultation or permits.

Below are descriptions of the four types of burns:

1. Commercial open burning. This is usually from land clearing for development and often includes large piles of brush, trees, and debris.
2. Commercial construction burns. This is construction material left from a project. This type of burning may happen throughout a construction project as material accumulates on-site.
3. Private open burns. This is typically brush, wood, etc. from a private city lot. These are typically not large open burns and require a permit from the City Fire Department.
4. Private burn barrels. Burn barrels are allowed with certain restrictions and approval of the City Fire Department. Household garbage is not allowed to be burned.

Over the past years we have had numerous discussions with DEQ, citizens and City Council regarding outside burning. A recent survey on the city web site resulted in mixed opinions. Most want to continue burn barrels; it was about equal for and against private open burning; and most were opposed to commercial burning.

After discussing the current policy and problems with staff and the Department of Environmental Quality, and looking at all aspects of its impact, we determined that it was time to bring this issue before the City Council and recommend a policy change.

The change recommended by staff is not to allow any commercial burning inside the city limits. If approved, there would be no change of policy at this time regarding private open burns or burn barrels. This change will require contractors and/or developers to haul material to a disposal site or to an approved location outside the city for burning.

Martin Apts, DEQ Air Quality Officer for our region (Coos & Curry Counties) relayed to us that the cities of Coos Bay and North Bend ultimately came to this same position because of increased development and density. The change they made was done without many problems or fanfare.

STAFF RECOMMENDATION

Adopt a policy to no longer allow commercial burning within the city limits.

CITY OF BROOKINGS



STAFF REPORT

Date: May 5, 2005
To: Mayor Sherman & City Councilors
From: Leroy Blodgett, City Manager
Subject: Burn Barrels & Open Burns

REPORT

At a recent council work session staff was requested to put continuing of burn barrels & open burns on the agenda as a discussion item. Below are the regulations for any burning in the city limits:

BURNING PERMIT REGULATIONS And Information

BURNING PERMIT CLASSIFICATIONS

- BURN BARREL PERMIT:** Requires a metal barrel or other container with a heavy 1/4 inch mesh screen of at least 16-gauge wire and a ground area of approx. 20-feet in diameter cleared of all burnable materials. Hose should be nearby. FIRE IS TO BE OUT BY 10:00 am. A permit is good for the fire season.
- CLASS "B" PERMIT:** Open burning of a pile of yard trimmings equal in size to a pickup load or less. No Construction/Building materials or land clearing burning permitted. Burning is allowed from sunrise to 4 PM. Fire does not have to be out by 4 PM. However! No stoking or starting of fires after 4:00 pm. Must have water hose and shovel available. Permit good for the 2 days only.

Burning is allowed between sunrise and sunset. No fire is to be started or stoked after dark. Burning is not allowed on windy days. Open burns should be allowed to burn down by 4:00 pm. Burn barrels to be out by 10:00 am.

Burn piles should be given time to allow for drying. Materials should be free of mud and dirt to allow the fire to burn freely. Smoldering fires that create a large amount of smoke are

discouraged, and such fires shall either be extinguished or conditioned to burn freely. This includes burn barrels.

What can be burned?

Wood debris- yard debris/trimmings, paper/cardboard.

Materials which cannot be burned include:

Rubber, Asphalt, Paint, Oil, Tires, Kitchen Garbage, Disposable Diapers, Plastics, and anything else which will create a black smoke or an offensive odor.

For the welfare and safety of the public the Fire Department may cancel or suspend any permit.

A permit does not relieve the permittee from the responsibilities for fire damage, and the permittee may be held liable for such damage.

STAFF RECOMMENDATION

I understand this is only a discussion item. Therefore, staff has not made any recommendation.

Gary Milliman

From: Dave Kitchen
Sent: Monday, June 15, 2009 7:40 PM
To: Gary Milliman
Subject: Burn permits inside City Limits

Gary

Please put this topic on the next available council agenda. I know that this has been an earlier issue that was voted on four years ago. However the topic of burning inside city limits in my opinion should be something the Fire Chief should have in his area of responsibility on a case by case basis not just banned outright. I have spoken to Chief Sharp about this and he agrees with me. As a contractor I can not have much discussion on the matter because my clients stand to gain from legislation of this type, however I do not expect to gain anything monetarily personally.

Dave Kitchen
dkitchen@brookings.us.or

6/16/2009

(6 9)

MINUTES
City of Brookings
Common Council Meeting
City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, June 8, 2009

Call to Order

Mayor Anderson called the meeting to order at 7:00pm.

Roll Call

Council Present: Mayor Larry Anderson, Councilors Hedenskog, Gordon, Kitchen and Pieper; a quorum present.

Staff Present: Acting City Manager Janell Howard, Planning Director Dianne Morris, Building Official LauraLee Gray, Public Works Inspector Richard Christensen and City Recorder Joyce Heffington.

Other Present: Curry Coastal Pilot Reporter Arwyn Rice and approximately 16 public.

Mayor Anderson announced that he was moving Agenda Items V.C and V.D ahead of Item V.A on the agenda.

Ceremonies/Appointments/Announcements

Mayor Anderson proclaimed Supreme Americanism Week and Lions White Cane Day.

Councilor Gordon moved, a second followed and Council voted unanimously to accept Michele Benoit's resignation from the Parks and Recreation Commission.

Mayor Anderson announced June Yard Awards as follows:

- Yard of the Month – Marvin and Jean Miller, 401 Buena Vista Loop
- Most Improved– Anthony & Tami Sue Baron, 17249 S. Passley
- Most Improved Commercial – Peter Spratt, Flying Gull Restaurant

Public Hearings, Ordinances and Resolutions

Building Official Gray generally stating that adoption of the Natural Hazards Mitigation Plan would allow the City to apply for federal funds in the event of a natural disaster.

Councilor Gordon moved, a second followed and Council voted unanimously to approve by Resolution 09-R-913, the Curry County Multi-jurisdictional Natural Hazards Mitigation Plan.

Public Works Inspector Christensen introduced Resolution 09-R-915 generally stating that, if approved, funding from the Safe Routes to School Grant would be used to help reconstruct a portion of Easy Street, install storm drains, curb, gutter and sidewalks.

Councilor Kitchen moved, a second followed and Council voted unanimously to approve Resolution 09-R-915, authorizing the City's application for Safe Routes to School Grant funding.

At 7:18 pm, Mayor Anderson opened the continuation of the legislative hearing in the matter of File LDC-4-09, adding Chapter 17.94, Landscaping, to Title 17, of the Brookings Municipal Code, City initiated.

Hearing no declarations of exparte, personal interest or bias, and no objections as to Council's jurisdiction in the matter, Mayor Anderson reviewed the hearing procedure, and announced that the public input portion of the hearing was closed.

Director Morris reviewed the changes made subsequent to the last hearing, and added that Councilor Hedenskog had since requested that the words "adopted by resolution of the City Council," be removed from Section 17.94.020, Definitions.

Mayor Anderson announced that Councilor Kitchen had not participated in the earlier hearings on this matter and would not be involved in the discussion or vote, but wished to make a general statement on "green building."

Generally, Council Kitchen remarked that green building is not a fad and should be implemented as being important to both our infrastructure and climate.

Councilor Gordon moved, a second followed and Council voted unanimously to accept the language proposed in LDC-4-09 and proceed with the ordinance and accept the language with the condition that [the words "adopted by resolution of the City Council," be eliminated from Section 17.94.020, Definitions].

Mayor Anderson introduced Ordinance 09-O-635, regarding the adopting of the Chapter 17.94, Landscaping, into the Brookings Municipal Code.

Councilor Hedenskog moved, a second followed and Council voted unanimously to do a first reading of Ordinance 09-O-635 by title only, with the understanding that the words "adopted by resolution of the City Council," under Section 17.94.020, Definitions, will be eliminated from the language.

Mayor Anderson read the title.

Councilor Hedenskog moved, a second followed and Council voted unanimously to do a second reading of Ordinance 09-O-635 by title only.

Mayor Anderson read the title a second time.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Ordinance 09-O-635, [adding Chapter 17.94, Landscaping, to the Brookings Municipal Code].

Acting City Manager Howard introduced Resolution 09-R-916, proposed the adoption of a new lien fee rate, generally stating that the lien fee was needed to support the electronic lien docket the City would be implementing for collection purposes.

Councilor Kitchen moved, a second followed and Council voted unanimously to adopt Resolution 09-R-916, setting a new rate for lien search.

Consent Calendar

A. Approval of Council Minutes for 5-26-09.

B. Approval of vouchers for May in the amount of \$500,119.37.

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

Adjournment

Councilor Kitchen moved, a second followed and Council voted unanimously by voice vote to adjourn at 7:48pm.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2009:

Larry Anderson, Mayor

Joyce Heffington, City Recorder

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Chief Chris Wallace 27813/201
Date: 06/05/09
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Connie and Kevin Kocik** with their attached **additional privilege** liquor license application. The business "**Pine Cone Tavern**" is located at 629 Chetco 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,


Chief Chris Wallace
Brookings Police Department



898 ELK DRIVE
Brookings, Or. 97415
www.brookings.or.us

Phone: (541) 469-3118
Fax: (541) 412-0253

America's
Wild Rivers
Coast
100 MILES OF ALTERNATE EAST

JUN 01 2009

OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

Per.....



PLEASE PRINT OR TYPE

Application is being made for:

LICENSE TYPES

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

ACTIONS

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

FOR CITY AND COUNTY USE ONLY
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: BTDate: 5-28-0990-day authority: ☐ Yes ☐ No

Applying as:

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

1. Applicant(s): [See SECTION 1 of the Guide]

① Connie Klimek Kocik ③ _____② Kevin J Kocik ④ _____2. Trade Name (dba): Pine Cone Tavern

3. Business Location: 629 Chetco Ave Brookings (Curry) OR 97415
 (number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: P.O. Box 6697 Brookings OR 97415
 (PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 541-469-7461
 (phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No7. If yes to whom: Kocik Type of License: Limited on-premise8. Former Business Name: Same9. 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
(name of city or county)

11. Contact person for this application: Connie K Kocik 541-469-7461 541-661-7128
 (name) (phone number(s))
P.O. Box 6697 Brookings OR 97415
 (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 Connie Klimek Kocik Date 5/20/09 ③ _____ Date _____
 ② Kevin Joseph Kocik Date 5/20/09 ④ _____ Date _____

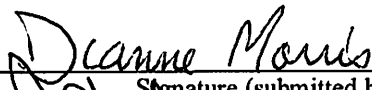
1-800-452-OLCC (6522)
www.olcc.state.or.us

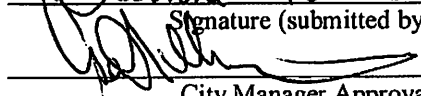
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2009

Originating Dept: Planning



Signature (submitted by)


City Manager Approval

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

Recommended Motion: A motion to send a letter requesting a Coastal Management grant.

Financial Impact: \$ 6,000. in grant funds to support the City's Planning program.

Background/Discussion: For many years the City has received this \$6,000. grant from the Coastal Management program DLCD administers. 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): Letter from DLCD offering the grant.



Oregon

Theodore R. Kulongoski, 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>



June 1, 2009

Dianne Morris, Planning Director
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Dianne:

The Department of Land Conservation and Development (DLCD) is pleased to offer the City of Brookings a Coastal Management grant for \$6,000 to assist you in your planning needs. While we wish that the grant could be higher to reflect increased costs, we are pleased that we were able to keep the dollar amounts the same as last year.

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 you have any questions, please contact your assigned DLCD field representative.
2. **Sign and return both original agreements to DLCD** to my attention at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301. Your signature declares your acceptance of all terms and conditions in the grant agreement.
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.**
4. The grant agreement is **not** in effect until the agreements **and** letter are returned to the department **and** both original agreements have been 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. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement (June 30, 2010).

Best wishes to you in the coming fiscal year.

Sincerely,

Robert J. Bailey, Coastal Program Manager
Ocean and Coastal Management Program
Enclosures



KME FIRE APPARATUS

By Kovatch Mobile Equipment Corp.

One Industrial Complex
Nesquehoning, PA 18240
(800) 235-3928 Phone
(570) 669-9461 Phone
www.kovatch.com

March 30, 2009

Brookings Fire Department
Chief William Sharp
898 Elk Drive
Brookings, Oregon 97415

Dear Chief Sharp:

I would like to take this opportunity to thank you and your committee for meeting with me at the KME factory for your pre-construction conference. Please carefully review this list and drawing and return a signed copy of each to myself. Upon receipt of a signed copy of this letter, these changes and clarifications will be amended to the build specification for your apparatus. The list is as follows:

1. The unit will be built to comply with 2003 revision of the NFPA-1901 Standard for Automotive Fire Apparatus and the NFPA standard change regarding hose retention.
2. The rear wall of the cab stationary viewing windows will be deleted.
A credit of \$330.00 shall be applied. Accept Yes No:
3. Driver and officer side rear forward facing outboard seat SCBA cylinder brackets have been deleted. A credit of \$185.00 shall be applied. Accept Yes No:
4. Total of five (5) SCBA padded seat covers will be provided.
A credit of \$110.00 shall be applied. Accept Yes No:
5. Delete the cab interior EMS storage compartment and lighting.
A credit of \$1,234.00 shall be applied. Accept Yes No:
6. One (1) antenna base will be mounted on the cab roof and the wiring will terminate in the center overhead console. A credit of \$120.00 shall be applied. Accept Yes No:
7. Roof mounted air conditioning condenser cover will be painted job color.
8. Cab tilt assembly will be mounted in cast products aluminum enclosure on the officer side pump panel.
9. The rear axle top speed will be approximately 60 MPH.
10. Auxiliary air inlet/outlet will be deleted.
A credit of \$245.00 shall be applied. Accept Yes No:
11. The rear wheel tire tread will have an aggressive traction tread pattern.
An additional charge of \$400.00 shall be applied. Accept Yes No:
12. A Class 1 ES-Key Electrical Management System will be provided in lieu of the Weldon V-MUX system. An additional charge of \$500.00 shall be applied. Accept Yes No:
13. Add Two (2) 12 volt accessory plugs in the center dash.
14. Delete the 12 volt accessory circuit in the center dash.
15. Only Two (2) ASA voyager cameras will be provided.
A credit of \$400.00 shall be applied. Accept Yes No:



Oregon

Theodore Kulongoski, Governor

Department of Environmental Quality

Western Region Coos Bay Office

381 N Second Street

Coos Bay, OR 97420

(541) 269-2721

FAX (541) 269-7984

City of Brookings
Attn.: City Council Members
898 Elk Drive
Brookings, OR 97415

June 22, 2009

RE: Open Burning in Brookings

The purpose of this letter is to provide the Brookings City Council with information about the Department of Environmental Quality's (Department) open burning program and how it relates to the City of Brookings.

With a population exceeding 4,000, the City of Brookings has been designated an Open Burning Control Area by the state of Oregon. The City of Brookings Open Burning Control Area is defined as all areas in or within three miles of the incorporated city limit.

The practice of open burning is more restrictive in open burning control areas than in other areas of the state. Any open burning of industrial, commercial, construction, and demolition waste (which includes land clearing debris) is prohibited within the City of Brookings Open Burning Control Area unless authorized by an Open Burning Letter Permit from the Department.

In determining whether to issue an open burning letter permit, the Department will consider how close any open burning will be to residential areas, schools, hospitals, elderly care facilities, commercial centers, or any other areas where the impacts of smoke will create a nuisance or a negative health impact to its citizens. In addition, the Department is guided by Oregon Administrative Rule 340-264-0020, which states:

1. To eliminate open burning disposal practices where alternative disposal methods are feasible and practicable;
2. To encourage the development of alternative disposal methods;
3. To emphasize resource recovery;
4. To regulate specified types of open burning;
5. To encourage utilization of the highest and best practicable burning methods to minimize emissions where other disposal practices are not feasible.

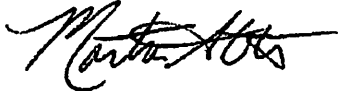
Based on the preceding information, the Department cannot guarantee that a permit for industrial, commercial, construction, demolition and/or land clearing open burning with the City of Brookings will be granted by the Department. As always, any violations of State of Oregon Administrative Rules will be investigated to determine if violations occurred and/or if enforcement referrals are necessary.



DEQ-501

I would be pleased to discuss this issue further. You can contact me at my Coos Bay Office at (541) 269-2721 x222. Alternatively, I can be available to discuss this issue with the city council.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Abts", written in a cursive style.

Martin Abts
Natural Resource Specialist III

