

Vault

AGENDA
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, January 14, 2008, 7:00 p.m.

A meeting of the **Urban Renewal Agency** will follow immediately after the regular Council meeting.

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Ceremonies/Appointments/Announcements
 - A. Employee Anniversary – Kathy Dunn, 5 years. [pg. 7]
 - B. Council selection and appointment of Council President.
 - C. Confirmation of Mayor's liaison appointments.
- V. Public Hearings
 - A. Review and discussion with motion to approve revisions to Chapter 17.04, Development Permit Procedures, of the Brookings Municipal Code, and direct staff to prepare an adopting ordinance for review and possible adoption at the January 28, 2008 City Council meeting. *Planning* [Advance Packet Dated 1-4-08]
- VI. Scheduled Public Appearances
 - A. Planning Commission Annual Report. *Planning Commission* [pg. 9]
 - B. Report on the Curry Wildfire Protection Plan. *Chief Sharp*
- VII. Oral Requests and Communications from Audience
 - A. Council Liaison Reports
 - B. Public Comments – limit to a maximum of **5 minutes per person**. A completed **public comment form** must be filled out and turned in **prior to the start of the meeting**. Forms are available in the City Manager's office and may be downloaded from the City's website at www.brookings.or.us. Completed forms may be turned in to the City Manager's office during regular business hours. Comments **will be restricted** to the topics indicated on the form. All remarks and questions must be addressed to **the presiding officer, only**. Comments will be **respectful**. Harsh or abusive language will not be tolerated.
- VIII. Regular Agenda
 - A. Approve cost share agreement with Colvin Oil to replace 150 feet of failing, undersized storm drainpipe, and authorize the City Manager to accept an easement for new storm drainpipe. *Public Works Director* [pg. 11]
 - B. Authorize Coos Curry Electric Cooperative to remove and replace, at their own cost, a total of eight specific trees, located on Lundeen Lane near Azalea Park, and at Stout Park adjacent to Oak Street, that have been identified as hazardous due to their close proximity to major power lines. *Public Works Director* [pg. 19]
 - C. Approve the planting of trees in Azalea Park by the Oregon Department of Forestry. *Public Works Director* [pg. 21]
 - D. Authorize the City Manager to execute a Task Order with Oscar Larson and Associates for engineering and project management services in connection with modification of

the Harris Heights water reservoir project design, and to authorize the City Manager to execute a Change Order with Aquastore NW Inc. *City Manager* [pg. 23]

E. Authorize the City Manager to issue a Request for Qualifications for As-Needed Technical Services. *City Manager* [pg. 29]

F. General policy discussion regarding public safety services. *City Manager* [pg. 55]

Consent Calendar

G. Approval of Council Meeting Minutes for:

1. December 10, 2007 [pg. 65]

2. December 26, 2007 [pg. 71]

H. Acceptance of Planning Commission Meeting Minutes for:

1. November 29, 2007 [pg. 73]

2. December 4, 2007 [pg. 75]

I. Acceptance of Traffic Safety Committee Minutes for September, 2007 [pg. 77]

J. Approval of vouchers for December, 2007 in the amount of \$352,321.02. [pg. 79]

K. Approval of Budget Calendar & Budget Officer Appointment, FY 2008-2009. [pg. 83]

L. Acceptance of Annual Audit for Fiscal Year 2006-2007. [pg. 87]

M. Authorize the Mayor to write a letter to Governor Kulongoski thanking him for his response to the City's letter regarding the Oregon Ocean Marine Reserves. [pg. 89]

N. Approval of Liquor License Application for One Love, LLC, 1011 Chetco Ave. [pg. 105]

IX. Remarks from Mayor and Councilors

A. Mayor

B. Councilors

X. Adjournment

URBAN RENEWAL AGENCY

REGULAR MEETING

To follow immediately after the Common Council Meeting

I. Call to Order

II. Roll Call

III. Consent

A. Approval of Urban Renewal Agency minutes for December 10, 2007. [pg. 107]

B. Acceptance of Urban Renewal Advisory Committee minutes for October 4, 2007. [pg. 109]

C. Acceptance of Urban Renewal Advisory Committee minutes for November 8, 2007. [pg. 111]

D. Acceptance of Annual Audit for Fiscal Year 2006-2007. [pg. 113]

IV. Comments

A. Mayor and Council

B. Public

V. Regular Agenda

A. Discussion with recommendation to approve agreements with Seattle Northwest Securities, and Orrick, Herrington and Sutcliffe, to undertake tax increment debt issuance and to select project priorities or move to refer the project list back to the Urban Renewal Advisory Committee for prioritization. Executive Director [pg. 115]

VI. Adjournment

January 2008

January 2008						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2008						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	January 1, 2008	2	3	4	
	New Years - Closed (closest workd	10:00am CC- Site Plan Com Mtg 7:00pm FH-PoliceReserves	3:00pm CC SafetyComMtg Kathy Dunn		
7	8	9	10	11	12
9:00am CC- VIPS/Volunteers in Police Service/Marvin Parker	7:00pm CC - Planning Comm	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	1:00pm CC - Water Conservation - Staff meeting	4:00pm 2nd Saturday Art Walk (Downtown Galleries)
1:30pm CC - Health Fair 7:00pm FH-FireTng/ChShrp		12:00pm CC - Stout Park			
14	15	16	17	18	19
2:00pm 911 7:00pm FH-FireTng/ChShrp 7:00pm CC-Council Mtg	1:30pm CC - Land Development Committee	9:30am Traffic Safety Committee 10:00am CC- Site Plan Com Mtg	2:00pm CC - CEP (Emergency preparedness)	9:30am CM - Exec Session 12:00pm CC - Easy Manor Park Subcomm	
21	22	23	24	25	26
Martin Luther King Day - City Hall C	1:30pm CC - Land Development Committee	10:00am CC- Site Plan Com Mtg 1:00pm CC - Wastewater Master Plan Workshop	7:00pm CC-Parks & Rec Comm		CC Traffic School with Marvin 2259
9:00am CC-VIPS/Volunteers in Police Service-BPalicki					
11:00am Garden Club Mtg, Brookings Best W					
1:30pm CC - Health Fair 7:00pm FH-FireTng/ChShrp					
28	29	30	31		
CC - Council Meeting 7:00pm FH-FireTng/ChShrp	1:30pm CC - Land Development Committee	10:00am CC- Site Plan Com Mtg 1:30pm Ball Use Field Scheduling 5:00pm CC - Goals Workshop			

CC - Council Chambers
FH - Fire Hall
CM - City Manager's Office

1/10/2008 9:56 AM

February 2008

February 2008							March 2008						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	2	3	4	5	6	7	8
10	11	12	13	14	15	16	9	10	11	12	13	14	15
17	18	19	20	21	22	23	16	17	18	19	20	21	22
24	25	26	27	28	29		23	24	25	26	27	28	29
							30	31					

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
4 9:00am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTrng/ChShrp	5 1:30pm CC - Land Development Committee	6 10:00am CC- Site Plan Com Mtg 7:00pm FH-PoliceReserves	7 3:00pm CC SafetyComMtg Kathy Dunn	8 4:00pm 2nd Saturday Art Walk (Downtown Galleries)	
11 7:00pm FH-FireTrng/ChShrp 7:00pm CC-Council Mtg	12 1:30pm CC - Land Development Committee	13 10:00am CC- Site Plan Com Mtg 10:00am FH - Brookings Rural Fire Dept	14 9:00am CC-Crm Stoppers 1:00pm CC - Court 3:00pm CC Urban Renewal Advisory Committee	15 4:00pm 2nd Saturday Art Walk (Downtown Galleries)	
18 Presidents Day - Closed 9:00am CC-VIPS/Volunteers in Police Service-BPalicki 11:00am Garden Club Mtg, Brookings Best Western Inn (Best)	19 1:30pm CC - Land Development Committee 7:00pm CC Planning Commission meeting	20 10:00am CC- Site Plan Com Mtg	21 2:00pm CC - CEP (Emergency preparedness)	22 CC Traffic School with Marvin 2259	
25 7:00pm FH-FireTrng/ChShrp 7:00pm CC-Council Mtg	26 1:30pm CC - Land Development Committee	27 10:00am CC- Site Plan Com Mtg	28 7:00pm CC-Parks & Rec Comm	29 4:00pm 2nd Saturday Art Walk (Downtown Galleries)	

1/10/2008 9:58 AM

CERTIFICATE OF APPRECIATION

Awarded to

Kathy Dunn

For Five Years of Dedicated Service to the
Citizens of the City of Brookings.

Pat Sherman
Mayor Pat Sherman

Gary Milliman
City Manager, Gary Milliman

Honored this 14th day of January, 2008

BROOKINGS



The Brookings Planning Commission 2007 Overview- or -How I came to hate paperwork 101.

During 2007 the Brookings Planning Commission had to face several challenges. The challenge in several situations was not based in City Codes or Ordinances but rather with the community and making sure that their issues are responded to thereby assuring them that their voices are being heard . Loud and clear.

We approved and disapproved PUD's, partitions, zone changes and new construction.

Two of the major issues were the PUD "Pacific Heights" and the Downtown Master Plan. With both of these very complicated issues the Planning Commission pulled together and managed to hear all the voices.

After several lengthy sessions the Water tank issues for Pacific Heights were successfully resolved. We listened, for hours, to the concerns of our community residents and the representatives of the builders. Everyone concerned accepted the final rulings.

The Downtown Master Plan was a success even though it wasn't approved. Actually it was withdrawn by the city. So you ask, how was this a success when a plan the City has worked on for years was "withdrawn". Well it demonstrated that the City and the Planning Commission did listen to business owners and their neighbors and as a result of what they heard it was decided that the Downtown Master Plan was a well structured and defined proposal. All involved with developing this plan put in many, many hours. But, it was realized that the business community hasn't yet reached the stage of development where this plan would be successful. We worked together with the City Planning Department, Diane Morris and the community. And we got the result that was right for now and for Brookings.

Not every decision made by the Planning Commission is popular. But we don't do this as a popularity contest, we do this because the members of the Planning Commission, all volunteers, care about our town and want it to be a safe, thriving community and we are willing to put in the time required to be prepared for each meeting.



As Chairperson for 2007 I had the opportunity to watch the Planning Commission pull together, work as a team, and still recognize each individuals contribution. We have all learned a great deal about codes and laws and people.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: Public Works


Signature (submitted by)

City Manager Approval

Subject:

City participation in replacement of storm drain at 1023 Chetco Avenue and acceptance of storm drain easement.

Recommended Motion:

Approve cost share with Colvin Oil on replacement of 150 feet of failing, undersized storm drainpipe, not to exceed \$70,000, and authorize City Manager to accept easement for new storm drainpipe.

Financial Impact:

Colvin Oil has a job estimate of \$68,509.96

Background/Discussion:

A 24-inch storm drainpipe, which currently takes water from the City and ODOT system across the Colvin Oil property (1023 Chetco Avenue) and under a corner of the building at 1023 Chetco, is failing and needs upsizing. The City does not have an easement to maintain this storm drainpipe. Replacement of the existing failing storm drainpipe with 36-inch pipe is outlined in the Storm and Surface Waters Facilities Plan summary item #4 and in the original text of the plan as project #3 on pages 7-8 and 7-9. SDC storm water monies could fund a portion of this project; the remaining \$30,000 would come from contracted services in the street fund. Colvin Oil's participation in the project would be the dedication of a 20 foot wide, 150-foot long easement along the southeast edge of their property, and the associated costs of recording, survey and legal fees. The storm drainpipe under the building would be abandoned. Colvin Oil would contract the work and the City would pay Colvin Oil for the cost of the work in consideration for the easement.

Policy Considerations:

This project would allow the City of Brookings to upsize one of the identified storm drainage problem areas and place this portion of the storm systems under city control thus setting precedence for future identified projects with upstream and downstream property owners to resolve current and future drainage issues.

Attachment(s):

Feb 16, 2007 letter from ODOT

October 12, 2007 B & B Excavation Not to Exceed Bid Estimate

Copy of Storm & Surface Water Facilities Plan pages 7-8, 7-9, Summary 5

Copy of pages 132-133, Budget Documents 2007-2008

February 16, 2007

City of Brookings, City Hall
John Cowan
898 Elk Dr.
Brookings, OR 97415

Re: Sidewalk at 76 Station

Dear John:

The Oregon Department of Transportation has been contacted about sidewalk failing in front of the 76 Station in Brookings. After inspection, a void has developed under the sidewalk and appears to be heading in the direction of Highway 101. ODOT has videoed the manhole and culvert in this area. It has been determined that ODOT's manhole and culvert are in good working condition. But, the video did show the culvert that extends off ODOT right-of-way and onto the 76 Station property is failing. The video can be obtained upon request. ODOT is concerned that if this problem is not fixed it could damage our highway. It is the responsibility of the property owner to fix their culvert and any damages that occur to ODOT's highway system. Please contact the landowner and have the problem fixed before more damage occurs.

Thank you for your immediate attention to this matter.

Sincerely,

Lee Sparks
Assistant District Manager
(541) 957-3538

Cc: Ray Cranston, District Manager
Wade Luckman, District Operations Coord.
Brian Watjen, TMM
File

B & B Excavation

16070 Hwy 101 S
Brookings, OR 97415
OCCB# 19902

Estimate

DATE	ESTIMATE NO.
10/12/2007	63

NAME / ADDRESS
Colvin Oil

			PROJECT
ITEM	DESCRIPTION	QTY	TOTAL
Misc	Manholes	3	11,520.00
Sawcut		334	334.00
Misc	Remove and Replace Curb	30	300.00
Misc	Slurry fill culvert under Bldg	8	960.00
MATERIAL	36" HDPE	180	8,339.76
Kobelco	Excavator	56	7,000.00
Haul	Haul	104	7,280.00
Labor	Labor	232	6,960.00
Uniloader	Uniloader	56	3,808.00
Wacker	Wacker	20	500.00
Gravel	Stabilization Material	20	500.00
Gravel	Bedding	233	4,054.20
Gravel	Backfill	364	6,734.00
Asphalt	Asphalt patch	45	7,425.00
Misc	Locate Parking Lot Lights	1	75.00
Misc	By Pass Pump	68	2,720.00
Anticipates no conflict with existing utilities. Not to exceed price, barring hidden obstructions. If existing material is suitable for backfill, costs will be reduced. If existing parking lot drainage is tied into existing, new tie ins to be T&M.			
TOTAL			\$68,509.96

Phone #	Fax #
541-469-3832	

24" line should be modelled to refine capacity requirements. Surveying will also be needed along the drainway preceding the 24" line and along the line to Macklyn Creek to determine existing capacity of the 24" line and to determine remaining capacity needed. A decision can then be made whether to: (a) reconstruct the 24" line, (b) supplement the 24" line with a parallel line, or (c) replace the 24" line with a single, larger diameter culvert.

A budget allowance of \$30,000 should be sufficient for design and construction needs assuming a supplemental line of 24" diameter or less is needed. An opinion of probable cost can be prepared early in the project to apprise City officials of probable costs based on the actual scope of work.

In addition to this project, City staff should check downstream manholes on the Macklyn Creek line, especially where the 48" line makes a 90° bend in Subbasin 19.5, in order to monitor and clear any obstructions that could impair performance. Any observed surcharging of Macklyn Creek should be recorded with descriptions and photos. Manholes downstream should all be checked as soon as possible following any observed surcharging in Macklyn Creek. Modelling suggests inadequate capacity in the 36" line that carries Macklyn Creek. The 36" line runs approximately 500 feet under parking lots and a City street until it connects to a 48" line. Depths are described by City staff as approaching 25 feet for the 48" line near Highway 101. Replacement of the 36" line with a 48" line would be disruptive and costly. An order of magnitude OPC for the upgrade is \$500,000. It is recommended that the City not construct the Macklyn Creek upgrade until the lower cost measures described above have been implemented and their effectiveness assessed. Any upgrade of the Macklyn Creek line should be preceded with a more detailed study of the Macklyn Creek drainage basin (see Section 7.5).

Priority II Projects



Subbasin 19.6

Project #3 is a continuation of Project #1 across Highway 101. The project crosses the ODOT ROW. Elevations are not known with sufficient accuracy to determine pipe size; a 36" line is estimated to be adequate. The manhole on the east side of Highway 101 is approximately 5 feet deep; consequently, the highway crossing is relatively shallow and will require open cutting to be constructed. Based on the recent 2006 highway project, it will be at least 2016 before such construction will be allowed by ODOT.

Recommended capital improvements for Brookings include:

Reference Numbers	Priority	Subbasin Location	Description	Opinion of Probable Cost
1	I	19.6	250 LF Line upgrade (Addresses in part, problems near Lucky Lane)	\$84,000
2	I	19.9	Upgrade of drainage along north edge of City Hall parking lot.	\$30,000
3	I	19.9	Replace 36" Macklyn Creek line with 48" line. Not recommended prior to construction of (ref. no 2) project above and further study.	\$500,000 (order-of-magnitude estimate)
4	II	19.6	Continuation of (ref. no 1) project across Hwy 101. Not constructable until 2016 due to ODOT restrictions.	\$100,000 (budget allowance)
5	II	19.2	Continuation of (ref. no.1 and 4) projects above. Includes 30" and 42" line upgrades.	\$403,000
6	II	19.1	Replace 12" culvert across Alpine St.	\$1,000 (Assumes work completed by City Staff.)
7	II	19.1	Replace defective 48" line across Mill Beach Rd.	\$57,000
8	II	27	Extend storm drain along Old County Rd.	\$62,000
9	II	23.1	Replace culvert at Willow St. and Railroad St.	\$6,000
10	II	23.1	Replace culvert at Railroad St. and Oak St.	\$46,000
11	I	Macklyn Creek	Detailed stormwater study of the Macklyn Creek drainage.	\$30,000 - \$50,000 (depending on final scope)
Total				\$1,339,000

**CITY OF BROOKINGS
CAPITAL IMPROVEMENT PROJECT LIST
FISCAL YEAR 2007/2008**

FUND	DEPT	PROJECT	ESTIMATED COST	TOTAL	FUNDED/ UNFUND	AMOUNT FUNDED	COMMENTS
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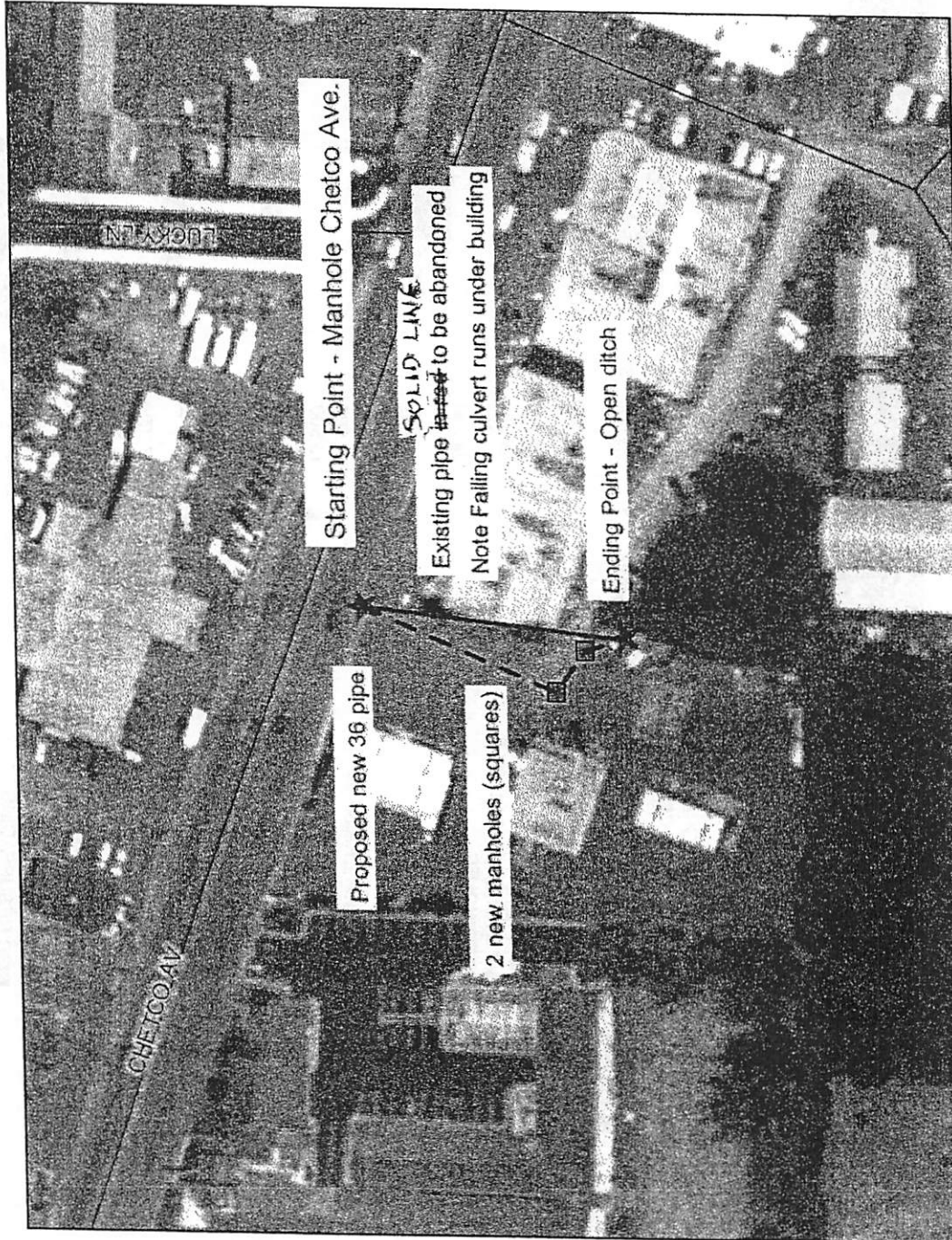
STORM DRAIN SDC'S

PRIORITY I	SUBBASIN 19.6	30" STORM DRAIN 250LF	\$ 30,829				
		4 MANHOLES	\$ 23,212				
		HEADWALL & GRATE	\$ 8,705				
		MISC RESURFACING	\$ 7,254				
				\$ 70,000			
	SUBBASIN 19.9	SUPPLEMENTAL 24' OR LESS STORM DRAIN	\$ 25,000	\$ 25,000			
PRIORITY II	SUBBASIN 19.6	36" STORM DRAIN AND MANHOLE	\$ 30,000	\$ 30,000			
	SUBBASIN 19.2	42" STORM DRAIN 500LF	\$ 70,837				
		30" STORM DRAIN 1300LF	\$ 149,095				
		7 MANHOLES	\$ 37,780				
		MISC RESURFACING	\$ 24,288				
				\$ 282,000			
	SUBBASIN 19.1	12' CULVERT 25LF	\$ 1,000	\$ 1,000			
		48" STORM DRAIN 60LF	\$ 10,530				
		4 MANHOLES	\$ 21,600				
		HEADWALL	\$ 13,500				
		MISC RESURFACING	\$ 1,350				
				\$ 46,980			
	SUBBASIN 27	36" STORM DRAIN 500LF	\$ 64,125				
		5 MANHOLES	\$ 27,000				
		MISC RESURFACING	\$ 6,750				
				\$ 97,875			
	SUBBASIN 23.1	12" STORM DRAIN 500LF	\$ 27,272				
		2 MANHOLES	\$ 10,909				
		MISC RESURFACING	\$ 6,819				
				\$ 45,000			
		15" STORM DRAIN 50LF	\$ 3,571				
		MISC RESURFACING	\$ 1,429				
				\$ 5,000			
		30" STORM DRAIN 200LF	\$ 22,950				

* All of these projects are listed in the Storm Water Master Plan completed in fiscal year 2006/2007. Funds are budgeted in 2007/08 for an update to the Systems Development Charge Report to incorporate these projects as well as those listed in other master plans completed FY 2006/07. The non-SDC eligible portion of each project will need funding from the General Fund or from Street Funding (already underfunded). The City does not have a Storm Drain Replacement Fund similar to the Street, Water and Waste Water Replacements Funds. The revenue from the Replacement Funds is derived from the \$7.50 (\$2.50 each) charge per month on all City utility accounts. Adding a Storm Drain Replacement Fee would increase each utility account \$2.50 per month and create annual replacement funds of approximately \$107,000 which we would use to fund non SDC eligible portion of each project. Total estimated Storm Drain SDC revenue available during Fiscal Year 2007/2008 is \$141,800. The percentage of each project eligible for SDC funding will not be known until they are implemented into the SDC Report.

indicates unfunded

1023 Chetco Ave 76 Station



Legend

- RIVERS
- ROADS
- URBAN GROWTH BOUNDARY
- SPECIAL PROVISIONS
- OCEAN
- ORTHOIMAGE

Scale: 1:1,250

Map center: 42° 3' 19.7" N, 124° 17' 36.3" W

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

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: Public Works


Signature (submitted by)

City Manager Approval

Subject: Remove hazardous trees at Stout Park and Azalea Park.

Recommendation: Authorize Coos-Curry Electric Coop (CCEC) to remove and replace, at their expense, four hazardous trees on Lundeen Lane near Azalea Park and four hazardous trees at Stout Park adjacent to Oak Street due to their close proximity to major power lines.

Background /Discussion: Staff was contacted by CCEC's tree removal contractor regarding hazardous trees, four at Stout Park and four on Lundeen Lane in Azalea Park, which either overhang or lean toward power main feed lines in those two areas. Fallen limbs from trees at Stout Park caused the downtown power outage several. Staff has received an email from Randy McDonald, CCEC representative, which is included with this agenda item. The removal of these trees would reduce the probability of power outages due to falling or wind blown tree limbs from city property.

CCEC has agreed to cut the trees down in log form so that the City can sell them to South Coast Lumber under our current permit and to plant replacement trees at Stout Park away from the power lines.

On December 20, 2007, the Parks & Recreation Commission moved to recommend to City Council to accept staffs recommendation of removal of the four trees at Stout Park and four trees at Azalea Park due to CCEC's declaration of hazard of the eight trees. They also requested that Gary Milliman, John Cowan, CCEC and the Friends of Trees draft an agreement on the scope of work to be done and what replacement trees will be specified, before CCEC removes the trees. During the Park & Recreation meeting the question was raised of undergrounding the power lines in Stout Park and CCEC representative Lauren Porsch indicated that to do so would be cost prohibitive, at approximately \$150,000 to \$200,000.

Financial Impact(s): None. If trees are removed in log form approximately two truck loads of logs could be sold to South Coast Lumber, generating approximately \$3,000 from the sale of logs and those monies could be put toward planting new trees away from power lines or other improvements in the parks.

Attachments:

CCEC Email from Randy McDonald

John Cowan

From: Randy McDonald [randym@cooscurryelectric.com]
Sent: Tuesday, November 06, 2007 11:17 AM
To: John Cowan
Cc: Lauren Porsch
Subject: danger tree

John, we have identified several danger trees in the city of Brookings, four of them are on Lundeen Lane and are a danger to our Transmission line feeding Harbor and our line #5 feeding the North Bank Chetco. These trees have multiple tops and are leaning heavy toward our lines. Stout Park is the other location; these old growth trees have created several outages over the years. Most recent was last week causing a major outage to the City of Brookings. These trees are a hazard to our lines, our workers and the general public and would like you to consider working with CCEC in the removal of these trees.

Thank you,


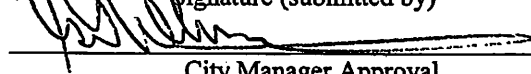
Randy McDonald

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: Public Works


Signature (submitted by)

City Manager Approval

Subject: Re-planting of trees in Azalea Park, from ballfields to North Bank Chetco River Road.

Recommended Motion:

Motion to approve planting of trees in Azalea Park by the Oregon Department of Forestry.

Financial Impact:

There will be no cost to the City of Brookings for the reforestation of the treated area of Azalea Park.

Background/Discussion:

On November 26, 2007 staff e-mailed Alan Kanaskie of the Oregon Department of Forestry to inquire the status of the Azalea Park Sudden Oak Death Treatment. Attached is his reply. Staff would like to recommend the re-planting of trees (Fir, Redwood and/or Cedar) in the area between the parking lots at the ballfields and North Bank Chetco River Road. Staff would also recommend not planting trees within 100 feet of the existing power lines which parallel Lundeen Lane so that there will not be a future maintenance conflict. On December 20, 2007, the Parks & Recreation Commission approved to forward this matter to Council with the request for "over planting" so trees could be thinned out at a later date.

Policy Considerations:

None

Attachment(s):

Alan Kanaskie email dated 11-30-07

John Cowan

From: KANASKIE Alan [AKANASKIE@ODF.STATE.OR.US]
Sent: Friday, November 30, 2007 3:11 PM
To: John Cowan
Subject: RE: Status of Azalea Park in Brookings

Hi John -

The handwork is done for now, according to Bill Woosley. I looked at it last weekend and it seems pretty good to my eye. We may clean up a few things once weather dries out and depending on our sampling results. We deployed some spore trap buckets at a couple of places this week.

I have not yet found a contractor to inject Agrifos near the Gazebo area, but I'm working on it.

Reforestation can begin as soon as January, depending on crew and seedling availability. The city should decide which areas will be planted and with what species. We can only do planting of readily available forest tree seedlings such as Douglas-fir, cedar, alder.

The burning pit may be filled in at any time.

Next week we will take some soil samples from a few areas that receive foot traffic to determine if there is any risk of transmitting the pathogen from these areas. I encourage you to keep the SOD signs up, but you can remove the keep out signs. People can move through these areas but they will need to take precautions as indicated on the signs (no plant material, clean mud from shoes, etc.).

Alan



Alan Kanaskie
Forest Pathologist
Oregon Department of Forestry
2600 State Street
Salem, OR 97310
Phone: 503-945-7397
FAX: 503-945-7416
Email: akanaskie@odf.state.or.us

From: John Cowan [mailto:jcowan@brookings.or.us]
Sent: Monday, November 26, 2007 11:37 AM
To: KANASKIE Alan
Cc: Gary Milliman
Subject: Status of Azalea Park in Brookings

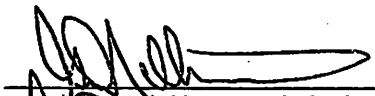
Alan, I have not heard from the Oregon Department of Forestry since the major activity at the park has ended. Is there still hand work which needs to be done? Have you found a contractor to apply the Agrifos to the trees around the Gazebo area? Do you have any kind of time line on when reforestation could take place in the treated areas? Is the City of Brookings able to fill in the burning pit to eliminate the hazard to the public? Any and all information would be greatly appreciated. From the City of Brookings end of things we have the quarantine signs posted approximately 50' apart, with KEEP OUT signs at approx. 150' apart. We are doing our best at limiting public access to the treated area. As you know though, as time goes by the public has a perception that the treatment is done and why can't they have access to that part of the park. Thanks, John Cowan


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Water Reservoir Project Design Change

Recommended Motion: Motion to authorize City Manager to execute a Task Order with Oscar Larson and Associates for engineering services in connection with modification of the Harris Heights water reservoir project design, and for project management services, and authorize City Manager to execute a Change Order with Aquastore NW Inc.

Financial Impact: Engineering fees of up to \$78,000. Change Order is expected to reduce cost of construction.

Background/Discussion:

The City contracted for the design and construction of a 2.0 million gallon water storage reservoir on property owned by the City is the Harris Heights area. The reservoir was designed in 2006. Subsequent to awarding the construction contract, the City management learned that the reservoir could not be constructed on the existing site in conformance with City structure height limitation standards.

The City Council earlier retained the services of Oscar Larson and Associates (OLA), civil engineers, to assume engineering responsibility for the project and make recommendations for resolving the identified issues. The City Manager advised the Council that he would return with a firm engineering cost estimate and recommendation with respect to redesign and/or relocation of the project.

The City Manager has met with OLA engineers to review alternatives and recommends that the City proceed with construction of a 1.6 million gallon (mg) water storage reservoir on the existing site. The advantages of this alternative would include: 1) construction could proceed in a timely manner through the issuance of a change order with the existing contractor, 2) the reservoir structure can be redesigned at minimal cost, 3) construction could proceed on a site currently owned by the City, 4) the estimated additional cost of proceeding with a project on a new site would be \$420,000, not including the cost of land acquisition, which would mean deferring other needed projects, 5) avoids potential costs associated with rebidding and contract cancellation with existing contractor. Disadvantages include 1) constructing a smaller reservoir at this time will require the City to construct a larger reservoir sooner than planned, before 2014, 2) there will be some operational limitations with the reservoir on the existing site due to imbalanced elevation of the City's two main reservoirs.

With respect to relocating the reservoir to an adjoining site, the City Manager has had one preliminary meeting with the property owner, and a site for the reservoir has been surveyed. The

site is located outside of the City Limits. This site could possibly serve as the site for the additional storage needed by 2014.

By approving the recommendation, we will be able to get this project under construction within 60 days and completion within eight months. A part of the OLA engineering work will be to evaluate concerns with respect to the adequacy of site drainage and include solutions as needed in the redesign work.

Oscar Larson & Associates		JN: 30712.1
TASK ORDER FORM		Task Order #: 2
Project Name:	2.0 MG Steel Reservoir	
Client:	City of Brookings	
Task Requested By:	Client	
Date of Request:	19 December 2007	
Estimated Completion:	June 2008	

Target Estimate:		
<input type="checkbox"/> \$200 - \$1,000	<input type="checkbox"/> \$5,000 - \$10,000	Estimate Requested:
<input type="checkbox"/> \$1,000 - \$5,000	<input checked="" type="checkbox"/> \$78,000	
Compensation is to be made on a time and materials basis utilizing the fee schedule in effect at the time the services are provided. The services to be provided are not subject to the payment of prevailing wages.		

Task Description: Client shall provide: 1. All legal and physical access to project site. 2. All documentation required for Consultant to complete its work. 3. Payment of all permits, processing, and application fees. 4. Payment of all contractor and laboratory fees. 5. Timely project management decisions. Consultant shall provide: See Attachment A, Scope of Work.
Justification: Requested by Client.

<i>Client's Authorization Signature:</i>	<i>Title:</i>	<i>Date:</i>
_____	_____	_____

Oscar Larson & Associates Use Only		
Job #: 30712.1	Identifier Used on Billings:	
Phase:	TO #: 2	
Project Manager: Michael Holtrigel		
Comments: This Task Order is an amendment to the Master Agreement between Client and Consultant dated 11/8/2007, which remains in force.		
<input checked="" type="checkbox"/> <i>Task assignment accepted</i>	<input type="checkbox"/> <i>Request modification and reissuance of task request</i>	
<i>Consultant's Authorization Signature:</i>	<i>Title:</i>	<i>Date:</i>
_____	_____	_____
Michael A. Holtrigel, PE	Principal	19 December 2007



ATTACHMENT A

Scope of Work

Description: Consultant submitted a report outlining options for resolving the problem with the height of the proposed 2 million gallon reservoir to be located off Seacrest Lane in Harris Heights, Brookings, Oregon. Client has selected Alternative 1 as described in that report, which is to reduce the height and volume of the reservoir. This task order is for the engineering services required to accomplish that alternative and to determine what improvements, if any, are needed to the storm drain system that will receive the overflow from the reservoir. The evaluation of the storm drain system will be based on available data from the project plans and the City's Storm Drain Master Plan. Also included in this task order are engineering services during construction.

Tasks:

1. Review storm drain system from the reservoir to the point of connection to the 24-inch storm drain in Seacrest Lane. Determine pipe capacities based on pipe slope and elevations as shown on available storm drain system mapping and the plans for the new reservoir. If required, determine the need for storm drain modifications or other measures to provide adequate capacity for potential tank overflows. It is our understanding that the City may be desirous of routing the reservoir overflow in the private road and Seacrest Lane (parallel with the new 12-inch water line) and connecting to the existing storm drain detention basin just southwest of the private road. This route will be evaluated as well as the existing storm drain system and other alternatives. If it is determined that a new storm drain to the detention basin, or other route, is needed, additional field survey and design will be required and will be provided at additional cost.
2. Design modifications to the reservoir overflow piping to provide an air gap separation between the overflow and the storm drain system in accordance with AWWA standards.
3. Design an altitude valve and modifications to the reservoir inlet piping to allow the reservoir to operate with a maximum water surface elevation of approximately 322 feet, 8 feet below the maximum water surface elevation of the existing 1.5 million gallon reservoir.
4. Prepare a change order to the existing construction contract to include the reduction in tank height, change of tank roof from aluminum dome to flat aluminum, and the piping modifications described above.
5. Assist the City in negotiations with the contractor regarding the change order or other issues.
6. Engineering services during construction, including:
 - a. Construction observation, periodic site visits to monitor performance, not full time observation.
 - b. Materials testing including compaction testing and concrete testing to confirm performance and quality.
 - c. Review of submittals for conformance with the intent of the plans and specifications.



- d. Review of pay requests and recommendations for payments.
- e. Final inspection, punch list and project closeout.

The following services are not included but can be provided at additional cost on request:

- 1. Engineering services to determine storm drain capacities downstream of the detention basin.
- 2. Design of storm drain improvements.

Our estimated cost for the above work is based on the following assumptions:

- 1. Client to provide all available information on the existing storm drain system, including a storm drain master plan showing storm drain sizes, slopes and design loadings. Our services do not include development of storm drain loadings or field survey to determine storm drain sizes, slopes or locations.
- 2. Client to provide access to the project site and to storm drains as necessary for the performance of the work.
- 3. Construction duration of 6 months.

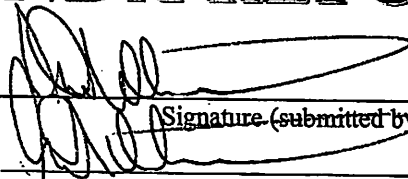


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: City Manager


Signature (submitted by)
City Manager Approval

Subject: Request for Qualifications: As-Needed Technical Services

Recommended Motion: Authorize City Manager to issue Request for Qualifications for As-Needed Technical Services

Financial Impact: No immediate impact.

Background/Discussion:

Currently, the City contracts for most of its engineering services, including the services of City Engineer, with HGE Inc., of Coos Bay, under an agreement first entered in 1979. Since 1979, technical service demands have increased and many firms, including HGE, now offer expanded services in the areas of engineering and planning.

With all contract services, it is good management practice to periodically evaluate the quality and cost of service being provided. Going through an RFQ process which involves several providers looking at the manner in which services are provided to the City often identifies operational improvements and efficiencies.

As-needed technical service contracts are now used to procure services from multifaceted consulting firms in a more cost-effective manner. Rather than running an RFQ process for each project or service, the City contracts with one firm which has the broad resources to fulfill many of the City's needs. By retaining a firm that can offer a broad range of services...engineering, environmental review, design, planning and financing...there is also improved integration of these contract functions.

Administration proposes that the City issue a Request for Qualifications (RFQ)...qualifications based process...for as-needed technical services. It is anticipated that this would result in the City entering into a new agreement...with HGE or another firm...to provide the City with a full range of development related services.

Attached is a copy of the draft RFQ, the current agreement with HGE and a draft of a new "As Needed Technical Services Agreement." With the new Agreement, we would use a tasking order process to access services; a sample task order is also attached.

Attachment(s): 1) Draft RFQ
2) Current HGE Agreement
3) Draft Services Agreement

**REQUEST FOR QUALIFICATIONS
City of Brookings**

AS NEEDED TECHNICAL SERVICES

City of Brookings, Oregon

GENERAL INFORMATION

Introduction

The City of Brookings is requesting Statement of Qualifications from qualified firms to provide city engineering and other professional/technical services for the City of Brookings, Oregon. This includes supervising all work produced by the city which is subject to the terms of ORS Chapter 672.

As a result of this Request for Qualifications (RFQ) the City will select a top qualifier with whom to commence contract negotiations. If negotiations are successful, the city will enter into a professional services contract with that firm. The City will consider an As Needed Technical Services (ANS) contract of approximately three (3) years with an option to renew the contract for an additional two (2) year term upon mutual consent of both parties. The City reserves the right to conduct periodic review of these services. At the conclusion of each contract period, the Consultant's performance will be formally evaluated. The City retains the option to renew the contract for additional two (2) year terms upon review of fees, performance and services. The Consultant may submit revised prices for consideration at the time of renewal. The City retains the option to use alternative service methods and service providers when the City deems it appropriate.

About the City of Brookings

Incorporated in 1951, the City of Brookings is a rural, coastal town, located a few miles north of the California border. The current population is approximately 6,315. The City Council consists of an elected Mayor and four Councilors. The Mayor's term is two years and the four Councilors serve staggered, four-year terms. The City Manager is the administrative head of the city government and is appointed by the City Council. Presently the City has 48 full-time employees.

Scope

General services provided under the ANS contract may include, but are not limited to:

- A. Providing on-call professional engineering and other consulting services to assist with the City's need for professional services. Such on-call services will include specific engineering, financial and professional services as may be requested by the City; such services will be defined, scheduled and authorized using Task Orders. Services may include, but are not limited to: general technical assistance, review of planning and environmental documents, review of development applications, provide recommendations on conditions of approval for development permits, civil and building plan checking, easement, lot line adjustment, subdivision maps and other subdivision plans and documents checking, capital projects planning, environmental studies, design, project management, specifications and estimates, construction management and observation, permit assistance and observation, financial analysis, formation of assessment districts, special zone of benefits, impact fees and other similar financial program, and other studies and reports as required.
- B. Serving in capacity of City Engineer.
- C. Additional services beyond the general scope, which cannot fully be described at this time, may be necessary if requested by the City.

PROPOSAL INSTRUCTIONS

Requirements

Proposals shall include, as a minimum, the following items:

- A. Describe your firm's background and history, including the number of years in business and the scope of service currently provided to clients. Include a statement describing why your firm is qualified to perform the work outlined in this RFQ and detailing the proposed approach to performing this work.
- B. Describe your firm's experience and current practice in providing engineering services to governmental entities, including the names of current government clients. Describe your firm's experience provide advice and services to City management, staff, and policy-making boards. Include a discussion of how your current and past experience will enable you to effectively and efficiently represent the City of Brookings as city engineer.
- C. Describe the workload capacity of your firm and type of work, which the firm would be able to handle. Include any limitations you would foresee in your firm's ability to handle certain types of work, or work capacity limitations.
- D. Describe your firm's experience and expertise as it specifically relates to land use and zoning.
- E. The name of the person(s) authorized to represent the respondent in negotiating and signing any agreement which may result from the proposal.
- F. Name and qualifications of the individual who will serve as the City Engineer.
- G. The names of the professional persons who will assist the City Engineer in performing the work and a current resume for each, including a description of qualifications, skills, and responsibilities.
- H. A statement that the Proposal includes all terms and conditions of the RFQ.
- I. Proof of insurance for:
 1. Commercial General Liability, \$1,000,000 combined single limit, per occurrence and general aggregate.
 2. Comprehensive Automobile Liability, \$1,000,000 combined single limit, per occurrence.
 3. Workers Compensation
 4. Professional Liability, \$1,000,000 per claim of annual aggregate.
- J. At least two (2) references of former client cities of similar size for which similar services have recently been provided. (Include names, phone numbers, and example plans and charts, if possible).

- K. A list of the tasks, responsibilities, qualifications and proof of adequate professional liability insurance for any subconsultants proposed to be used on a routine basis.
- L. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- M. Confirmation that the respondent is a civil engineer licensed to work in the State of Oregon.
- N. Written confirmation that the respondent has, and will make available to the project, the necessary personnel.
- O. Provide a proposed hourly rate schedule for all positions.
- P. Describe experience working with cities in the preparation of grant applications.
- Q. Describe experience working with cities in the preparation of infrastructure financing districts.

PROPOSAL EVALUATION

Minimum Qualifications

The City will review proposals received to determine whether or not the respondent meets the following minimum qualifications:

- A. Civil Engineer licensed to work in the State of Oregon.
- B. Ability to provide the engineering work needed by the City to the standards required by the City and county.
- C. Ability to provide additional as needed services as described in the scope of work.
- D. Possession of the financial resources for the performance of the professional services agreement, or the ability to obtain such resources.
- E. Being an Equal Opportunity Employer and being otherwise qualified by law to enter into the professional services agreement.

Investigations

The City reserves the right to conduct appropriate investigations into the background, previous experience, training, financial affairs and related matters of any firm or individual under consideration for a contract resulting in successfully completing the RFQ process. Said investigation may include, but is not limited to, credit reports, submission of audited financial statements, and communication with principal clients, as appropriate, relating to your firm's ability to successfully perform the duties and responsibility of city engineer.

Closing Date for Submittal of Qualifications

Submit one (1) original and seven (7) copies of your proposal in a sealed envelope clearly marked:

“STATEMENT OF QUALIFICATIONS FOR AS NEEDED TECHNICAL SERVICES”

City of Brookings
ATTENTION: City Manager
898 Elk Drive
Brookings, Oregon 97415

Proposals must be received no later than **4:30 P.M.** (local time), on Friday, _____. The City of Brookings assumes no responsibility for delayed, undelivered or express mail packages. Proposals not delivered to City Hall by the above specified time and date will not be considered.

Right to Award or Reject

All proposals will become part of the City’s public record on this matter, without obligation to the City. This RFQ does not commit the City of Brookings to award a professional services agreement. The City reserves the right to reject any, or all, proposals and to negotiate an agreement conclusion with one of the proposers. The City reserves the right to award the agreement to any proposer based on evaluation criteria.

Waiver of Informalities

The City reserves the right to waive minor informalities contained in proposals, when, in the City’s sole judgment, it is in the City’s best interest to do so.

Incurring Costs

The City accepts no liability for any costs incurred by respondents in the preparation or presentation of proposals.

<u>Time Line (Tentative)</u>	<u>Date Due</u>
Issue request for Qualifications	
Receive Qualifications	
Evaluation Qualifications and select finalists	
Schedule with finalists for proposal presentation to Council	
Choose finalist and authorize staff to start contract negotiations	
Present contract to City Council for approval	

Inquiries

Questions concerning this request for proposals should be submitted to:

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, Oregon 97415
(541) 469-1100 (office)
(541) 469-3650 (fax)
gmilliman@brookings.or.us

Evaluation of Requests for Qualifications & Selection

In connection with the evaluation, the City may, at its option, invite one or more applicants to make an oral presentation to qualifications review committee at time and location to be announced and may require the submission of supplemental material intended to substantiate or clarify information previously submitted.

The following information will be taken into consideration during the evaluation process.

Proposals will be evaluated by the City using the following criteria:

1. Meets all qualifications and requirements identified in this RFQ
2. Includes complete and clear responses to items in the Content of Response Section.
3. Breadth and relevance of experience of the engineers and staff proposed to provide City Engineering Services in a city of similar size.
4. Firm has adequate staff to accommodate additional work.
5. Demonstrated expertise in land use and zoning law as it relates to Municipalities.
6. Familiarity of the firm and proposed project team with relevant county, state and federal laws, regulations and standards which must be met by municipal systems.
7. Past experience of the firm and project team members with relevant county, state, and federal regulatory and funding agencies.
9. Past performance of the firm and project team members on similar agreements with cities or community districts.
10. Depth of resources available to provide a broad scope of services as described in the RFP.
11. Quality of proposed scope of work.
12. Cost.

The City Manager will recommend a final selection of consultant to the City Council. The selected firm will be expected to sign a written agreement that incorporates parts of this RFQ and the selected firm's Proposal. The selected firm will be required to sign a statement concerning government-wide debarment and suspension. The agreement will also require that the selected firm comply with applicable federal and state laws, rules and regulations.

The City of Brookings is an Equal Opportunity Employer

THIS ANNOUNCEMENT IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

JAN 10 1960
PR 100-1

Misc. Services

AGREEMENT TO FURNISH ENGINEERING SERVICES
TO THE CITY OF BROOKINGS, OREGON

(1) IN CONSIDERATION OF A FEE FOR SERVICES AS SET FORTH HEREIN, the firm of H.G.E. Inc., Coos Bay, Oregon, hereinafter called the ENGINEER, agrees to furnish engineering services to the City of Brookings, Curry County, Oregon, hereafter called the OWNER.

(2) Scope of Services. The specific services which the ENGINEER agrees to furnish generally consist of the following:

A. Preliminary and Miscellaneous Services

- 1) Preliminary engineering reports for improvement projects.
- 2) Comprehensive planning.
- 3) Preparation of grant and loan applications.
- 4) Council meeting and special meeting attendance.
- 5) Miscellaneous technical services which are not associated with authorized design projects.
- 6) Plan review and comments on subdivisions.

B. Basic Design and Construction Services

- 1) Preparation of plans and specifications for all City Engineering Projects which shall be complete in all details, ready for a call for bids or construction by City Personnel.
- 2) Tabulation of bids at bid opening, report same to Owner, and assist in awarding Contracts for Construction.
- 3) General supervision of the work by observation trips of the Engineer to the job site on a periodic basis.
- 4) Preparation and submittal of proposed contract change orders.
- 5) Preparation of monthly progress payments to the Contractor.
- 6) Review of shop drawings and working drawings.

- 7) Interpretation of monthly progress payments to the Contractor.
- 8) Final review of the constructed project.
- 9) Submission to the Owner of final quantities and costs.
- 10) Furnish a set of "as-built" ozalid tracings to the Owner for his files.

C. Additional Services

- 1) Site surveys and preliminary design surveys.
- 2) Construction stakeout.
- 3) Resident construction observation.
- 4) Preparation of Operation and Maintenance Manuals.
- 5) Redesigns ordered by the Owner after final plans have been accepted by the Owner.
- 6) Appearances before courts or boards on matters of litigation related to a project designed by the ENGINEER.
- 7) Property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

(3) Compensation. As a consideration for providing engineering services, the OWNER agrees to compensate the ENGINEER monthly on the basis of the following:

A. For Preliminary and Miscellaneous Services Specified in (2) A, If Applicable:

- 1) Compensation shall be in accordance with the hourly rates set forth in the Engineer's Standard Hourly Rate Schedule, Attachment "A", which shall be updated on January 1st of each year, except that compensation for attending one regular Council meeting per month shall be fixed at \$100.00 per month.
- 2) The ENGINEER will render to OWNER for such services an itemized bill, at the end of each month, the same to be due and payable by the OWNER to the ENGINEER on or before the 20th day of the following month.

B. For Basic Design Services Specified in (2) B:

- 1) For projects having an estimated construction cost of less than \$50,000.00, the compensation shall be in accordance with (3) A above.
- 2) On projects having an estimated construction cost in excess of \$50,000.00, the design fee shall be based on the current applicable percentage curve from the recommended fee schedule of the American Society of Civil Engineers. A copy of the current fee is included as a part of this Agreement in Attachment "B".

C. For Additional Services Specified in (2) C:

- 1) Compensation shall be in accordance with (3) A above.

(4) Additional Provisions. The following additional provisions are agreed to by both parties:

- A. That the ENGINEER will not proceed with any work covered by this Agreement until specifically requested by the OWNER'S authorized representative.
- B. The ENGINEER'S Standard Hourly Rate Schedule shall be updated on January 1st. of each succeeding year, after which the ENGINEER will be entitled to charge in accordance with said updated rates. It is agreed that the increases in the hourly rates shall directly reflect a reasonable cost of living increase.
- C. That this Agreement shall not take precedence over any other agreements between the parties hereto which have been executed prior to the date of this Agreement.
- D. That if any work covered by this Agreement designed or specified by the ENGINEER, shall be suspended or abandoned, the OWNER shall pay the ENGINEER for the services rendered for such suspended or abandoned work, the payment to be based, insofar as possible, on the value of work completed to date.
- E. That in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with this project, the method of payment shall be as agreed upon a supplementary agreement made prior to furnishing of the services.

- F. That this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
- G. That the OWNER shall pay for advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities, and shall secure the necessary land, easements, and rights-of-way.
- H. That the OWNER shall pay for all necessary special consultant services which the ENGINEER does not normally provide, such as soil investigations, laboratory tests, well tests, borings, and specialized studies and reports.
- I. That if payment is not made to the ENGINEER by the OWNER within the time specified and becomes more than 60 days delinquent, interest on the unpaid balance shall accrue at the rate of one percent (1%) per month.
- J. That any fees established under this Agreement shall be renegotiated if the scope of a project changes.
- K. Where projects are required to utilize Federal construction dollars, and where a different means of determining fee is required, ENGINEER will amend this contract to satisfy requirements of the program being considered. Fee determinations shall be in accordance with Federal guidelines for the project considered.
- L. This Contract shall be in effect immediately upon signing by both parties, and shall remain in effect until discontinued by either party provided, however, that if either party desires to discontinue the Contract, that a period of sixty (60) days notice shall be given of said intent prior to termination of services. In addition, ENGINEER shall continue to provide design and construction services for all projects under design or construction at Contract termination until the projects are completed in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

OWNER: CITY OF BROOKINGS

By

Edmund Hildebrand

Title

MAYOR

Date

1-30-79

ENGINEER: H.G.E. INC.

By

[Signature]

Title

Sec. / TREASURER

Date

Jan. 25, 1979

ATTACHMENT "A"

STANDARD HOURLY RATE SCHEDULE

H.G.E., INC. - ENGINEERS & PLANNERS

EFFECTIVE JANUARY 1, 1979 *

(1)	PRINCIPAL/MANAGER	\$40.00
(2)	FIELD SERVICES DIRECTOR	\$31.50
(3)	PROJECT MANAGER	\$27.50
(4)	PROJECT ENGINEER/ARCHITECT	\$25.00
(5)	JUNIOR ENGINEER	\$19.50
(6)	SENIOR DRAFTSMAN	\$22.50
(7)	JUNIOR DRAFTSMAN	\$16.50
(8)	CONSTRUCTION OBSERVER	\$20.00
(9)	CLERICAL	\$12.00
(10)	2-MAN FIELD CREW	\$38.00
(11)	3-MAN FIELD CREW	\$47.00
(12)	4-MAN FIELD CREW	\$55.00
(13)	OPERATIONS CONSULTANT	\$25.00

SPECIALIZED SURVEY EQUIPMENT (Where Applicable)

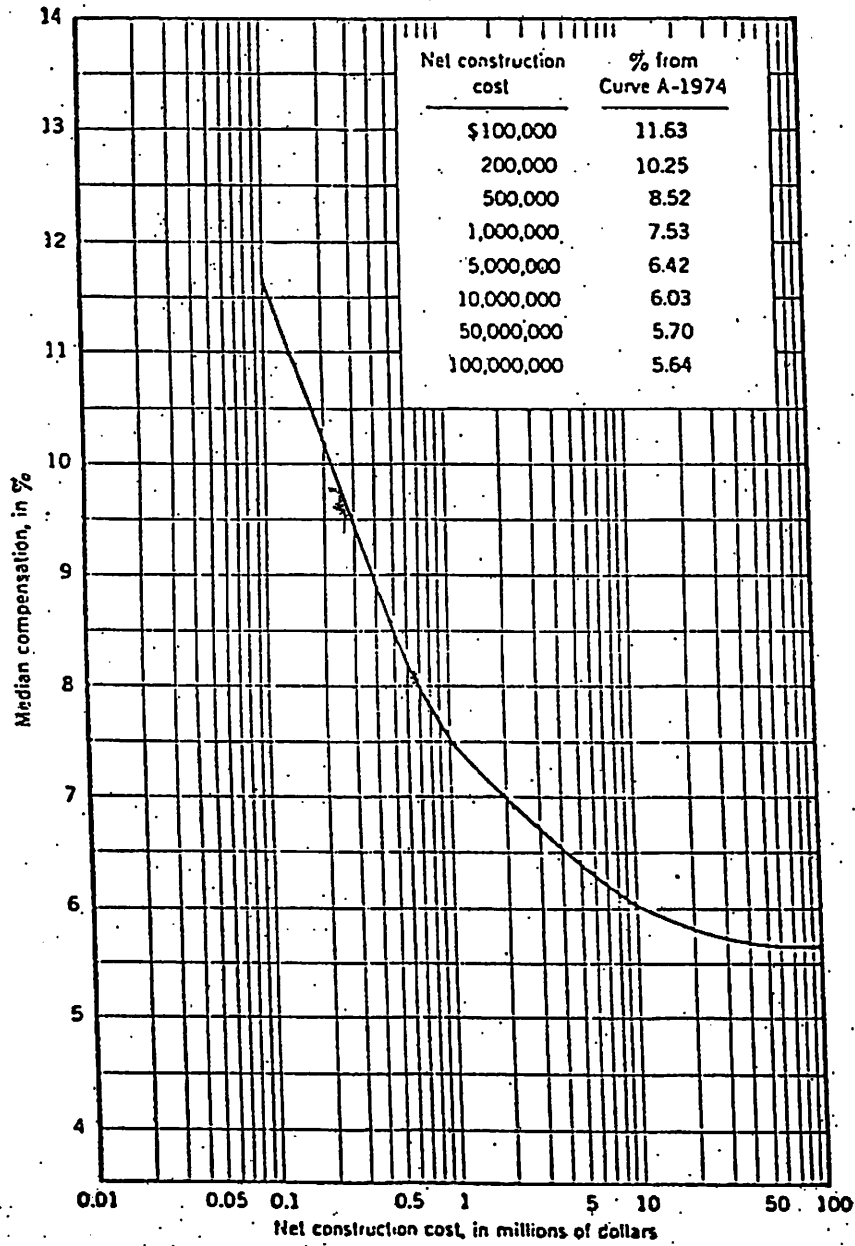
Distance Meter	\$30.00
Olivetti Computer	\$15.00

* To be updated on January 1st of each year.

ADDITIONAL REIMBURSABLE EXPENSES

- (1) Travel at \$0.18 per mile.
- (2) Actual cost of subsistence and lodging for field crews and construction observation.
- (3) Actual cost of printing and reproduction.
- (4) Actual cost of special tests and services of special consultants when authorized by the Owner.

ATTACHMENT "B"



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (Agreement) is made and entered into by and between the City of Brookings (City), and _____ (Consultant) identified in Section 1 hereof.

RECITALS

WHEREAS, Owner desires to engage Consultant to perform certain technical and professional engineering services, as provided herein, in connection with that certain project identified as: **As Needed Professional Services**.

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement. The parties to the Agreement are:

Owner: The City of Brookings, a municipal corporation, having its principal office at 898 Elk Drive, Brookings, OR 97415.

Consultant:

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

- A. The principal representative of the City shall be:

John Cowan, Public Works Director
City of Brookings
898 Elk Drive
Brookings, OR 97415

- B. The principal representative of the Consultant shall be:

C. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work.

City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the "Request for Proposal (RFP)," "Statement of Qualifications (SOQ)," and Rate Schedule attached hereto as Exhibit "A." Consultant shall perform and complete, in a manner satisfactory to City, all work and services set forth in Exhibit "A." The Director of Public Works, or the Director of Public Works' designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Director of Public Works.

4. Commencement and Completion of Work.

The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Consultant shall commence when the City, acting by and through its Director of Public Works, has issued a Notice to Proceed based upon a proposal for as needed services for such project, program, or activity. The work described in Exhibit "A" shall be completed within the time schedule noted in each proposal for such work, exclusive of any review periods required by City and any extensions approved pursuant to section 5 below. Consultant shall have no claim for compensation for any additional services or work, which has not been preauthorized in writing by the Director of Public Works.

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by the City, or due to any other cause which, in the reasonable opinion of the City is unforeseeable and beyond the control and not attributable to the fault or negligence of Consultant, then Consultant shall be entitled to an extension of time equal to said delay, subject to the City's right to terminate this Agreement pursuant to Section 11.

B. Consultant shall submit to the Director of Public Works a written request for an extension of time within ten (10) days after the commencement of such delay, citing the reason for such delay. Failure to submit the written request within such time period shall constitute a waiver thereof. The Director of Public Works shall, in his sole discretion, determine whether and to what extent any extensions of time shall be permitted. If the Director of Public Works approves such request, he shall do so in writing.

C. No extension of time requested or granted hereunder shall entitle Consultant to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, the City shall in good faith consider any request for additional compensation submitted by Consultant.

6. Data Provided to Consultant.

City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession, which may facilitate the, timely performance of the work described in Exhibit "A."

7. Independent Contractor.

Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City.

8. Consultant's Personnel.

A. All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of Brookings business license as required by the South Gate Municipal Code.

B. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.

C. Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Consultant shall indemnify and hold harmless the City and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant and/or its employee, independent contractors, agents, or representatives in connection with the work performed arising from this Agreement, to the extent resulting from their negligent or other wrongful conduct.

9. Compensation.

A. The total compensation to be paid by City to Consultant for all work and services described in Exhibit "A" shall be as submitted pursuant to the written budget proposal submitted for as-needed work with costs identified for each such project, program, or activity. Consultant's fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "A" attached hereto and made a part hereof.

B. On or before the fifth day of each calendar month following commencement of the work, Consultant may cause to be made and submitted to City a written estimate of the value of all work completed and materials incorporated into the project up to the first day of the month in which the estimate is made. In reviewing and approving such estimate, the City may consider, in addition to other facts and circumstances, the relationship of the work completed to the work remaining to be done. The City shall have the right to retain ten percent (10%) of the estimated cost of the work as partial security for Consultant's performance of this Agreement. Within thirty (30) days after approval of Consultant's estimate, City shall pay to Consultant the balance of such estimated value after deducting there from all prior payments and all sums to be retained as partial security under the terms of this Agreement.

C. Upon satisfactory completion of all work and services described in Exhibit "A," and City's approval thereof, City shall pay to Consultant the total amount remaining due for each increment or phase of the work, including all funds retained as partial security. Final payment shall be made by City to Consultant within thirty (30) days after City's written acceptance of the work.

D. No payment made hereunder by City to Consultant, other than the final payment, shall be construed as an acceptance by City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

10. Indemnity and Insurance.

A. Consultant agrees to indemnify, hold harmless and defend the City, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner arising out of or related to Consultant's and/or its employees, independent contractors, agents, or representatives negligent or wrongful acts, errors or omissions. Consultant will deliver to City a certificate of insurance evidencing professional liability insurance coverage in an amount not less than \$1,000,000.

B. In addition to paragraph A, above:

(1) The Consultant, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of Oregon.

(a) Workers' Compensation and Employer's Liability

Workers' Compensation-coverage as required by law.

Employer's Liability-limits of at least \$1,000,000 per occurrence.

(b) Comprehensive General Liability

Combined Single Limit-\$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of \$1,000,000. All of the Consultant's policies shall contain an endorsement providing that written notice shall be given to City at least thirty (30) calendar days prior to, cancellation of the policy, ten (10) days notice if cancellation is due, to nonpayment of premium.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of City, and any other insurance maintained by City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by Consultant under the Agreement, including without limitation that set forth in Section 10.A.

(3) Promptly on execution of this Agreement and prior to commencement of any work Consultant shall deliver to City copies of all required policies and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by the Consultant are not intended to and shall not in any manner limit or qualify Consultant's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Consultant elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.

11. Termination for Convenience.

The governing board of the City may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of City, become its property. If this Agreement is terminated by City as provided herein, Consultant will be paid a total amount equal to its actual costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

12. Termination for Cause.

A. The governing board of the City may, by written notice to Consultant, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof, or

(2) If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as City may authorize in writing) after receipt of notice from City specifying such failure.

B. In the event City terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, City may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, City may, at its election, require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to City or in possession of Consultant, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; . rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Public Works Department.

14. Consultant's Warranties and Representations.

Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon such breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, non contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. Consultant shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the City; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Consultant's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the City.

B. Any assignment, delegation or subcontract shall be made in the name of the Consultant and shall not bind or purport to bind the City and shall not release the Consultant from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Consultant under this Agreement.

16. Ownership of Documents.

All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Consultant in the course of performing the work required by this Agreement shall be the property of the City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use. City's reuse of such materials on any project other than the project, which is the subject of this Agreement, shall be at City's sole risk.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Consultant hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. In the event that the parties cannot reach agreement, parties agree to submit their dispute to non-binding arbitration prior to the commencement of any legal action or suit. The parties are free

to choose a mutually agreeable arbitrator; however, in the event of a lack of agreement between the parties, the matter shall be submitted to the American Arbitration Association and be subject to its Commercial Arbitration Rules. Each party shall bear its own costs and fees, and share equally in the cost of the arbitration fee.

19. Severability

If any provision of this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless will continue in full force and effect without being impaired or invalidated in any way.

20. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" RFP, SOQ, and Rate Schedule

21. Governing Law.

This Agreement shall be governed by the laws of the State of Oregon. Venue shall be within the County of Curry .

22. Effective Date.

Unless otherwise specified herein, this Agreement shall become effective as of the date set forth on which the last of the parties, whether City or Consultant, executes said Agreement. Agreement for as-needed professional services approved for two years ending June 30, 2009.

AGREEMENT FOR AS NEEDED PROFESSIONAL SERVICES BETWEEN CITY AND CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF BROOKINGS (CITY):

ATTEST:

Mayor Pat Sherman

City Recorder

Dated: _____

APPROVED AS TO FORM:

CONSULTANT

Name: _____

City Attorney John Trew

By: _____

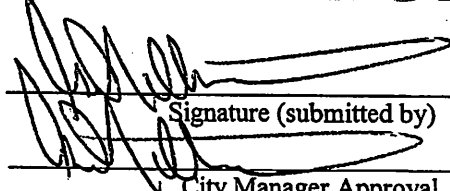
Title: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Public Safety Services Review

Recommended Motion: Staff is seeking general policy discussion only at this time

Financial Impact: Will vary depending upon selection of alternatives.

Background/Discussion:

The City has commissioned and adopted a number of infrastructure master plans in recent months. With the upcoming completion of the Pavement Management (Street Improvement) Plan, the City will have master plans prepared by engineering professionals addressing the City's water, sewer, wastewater and street improvement needs for decades into the future based upon growth projections.

The City Manager requested the Chief of Police and the Fire Chief to provide information to be used as a basis for developing a "master plan" for providing law enforcement and fire/rescue services to the community. Considerations included the projected level of population growth, age and adequacy of facilities and equipment, police officer turnover rates and officer safety, and the decline in the number of fire volunteers.

Law Enforcement

Chief among the management's goals for law enforcement services are:

1. Attracting and retaining well qualified individuals to work in all aspects of police services. Police employees who gain a familiarity with the community are more effective in delivering public protection services. Employee turnover is costly in training and loss of "street knowledge."
2. Maintaining a minimum of two officers on every shift for officer safety purposes. Currently with full staffing, there are about 46 hours per week when one Brookings police officer is the only law enforcement officer on duty in Curry County.
3. The use of technology to enhance patrol work. Many police agencies have installed laptop computers in patrol cars with wireless service. This enables the patrol officer to obtain information, such as warrants and vehicle ownership, directly from State information systems, reducing the frequency of radio calls to the dispatch center. It also improves information confidentiality.
4. Providing adequate facilities to house law enforcement personnel and equipment.

In an effort to reduce the amount of time when there is only one Brookings police officer on duty, Chief Wallace changed the Department operation from an eight-hour shift to a 10-hour shift. This has reduced the number of "one officer hours" by nearly one-third. The 46-hours per week of one officer shifts can rise dramatically as a result of employee illness, vacation leave or vacancies. **The City Manager believes that achieving a minimum staffing of two officers per shift and developing an action plan to reduce employee turnover should be immediate goals.**

Current response times are excellent, but are being impacted by increased calls for service. The dispatch center is increasingly required to prioritize responses to calls.

To provide an adequate level of staffing for all shifts, and to enhance the Department's criminal investigation capabilities, Chief Wallace recommends a Department staffing plan as follows:

CURRENT	PROPOSED
Chief of Police (1)	Chief of Police (1)
Police Lieutenant (1)	Police Lieutenant (1)
Sergeant (2)	Sergeant (3)
Detective (1)	Detective (2)
Patrol Officer (8)	Patrol Officer (10)
Communications Officer (7)	Administrative Secretary (1)
	Evidence Technician (1)
	Community Service Officer (1)
	Communications Officer (7)
	Communications Supervisor (1)
Total: 20	28

This staffing plan would serve the community well for many years into the future given current projected growth rates, including the full build-out of the Lone Ranch project. It is a baseline level of staffing that could support a population growth to about 10,000.

Included in this staffing plan is a Community Service Officer. A Community Service Officer would enforce Municipal Code violations and perform community policing functions, such as coordinating the Crime Stoppers program and crime prevention events.

According to Chief Wallace, the compensation for Brookings police employees had for many years been among the top for cities of like size in Oregon. Chief Wallace reports that this has eroded in recent years, and that Brookings compensation is now among the lowest. Chief Wallace believes that compensation has had the greatest impact on employee retention. Employee turnover is expensive, not just in training, but in employee benefit costs. For example, the retirement contribution cost for a new employee has been as much as 15 per cent higher than the retirement contribution cost for a longer term employee; this differential has substantially diminished in the current year to about 3.5 per cent. The estimated cost of making Brookings police employee compensation competitive in the market is about \$175,000. To bring the Department to the recommended level of staffing would cost \$687,315 annually.

Chief Wallace reports that the Department facility needs are just being met, with all available building space being utilized. Any expansion of staffing will also require an expansion of support facilities

Following are some considerations taken from a report on rural law enforcement prepared by the Illinois Law Enforcement Training and Standards Board:

- Violent crime in rural counties nationwide increased 53 per cent over a 15 year period.
- 77 per cent of law enforcement agencies nationwide are serving populations of less than 10,000.
- A study by the National Center on Addiction and Substance Abuse found that adolescents in small towns are more likely than their peers in larger cities to have used drugs. Methamphetamine use drives much of the crime in smaller communities.
- The rate of law enforcement officers killed in rural counties and towns was greater than the rate for urban areas.
- Police departments across the country are having increasing difficulties recruiting and retaining police officers, primarily due to compensation issues. A common problem in small towns is that police vacancies often serve as entry-level positions, with police officers moving on to higher paying jobs in larger communities after a few years on the job. "Some small towns face a vicious cycle of constantly hiring and training new recruits; this hinders continuity and stability and imposes additional financial burdens."
- An increasing number of small cities have "given up" trying to maintain their own independent police departments, and are either contracting with the local Sheriffs Department for service, or have consolidated with departments in neighboring communities.

The bottom line is that, for the City to retain its own Police Department providing a credible level of enforcement and investigation service, operating with good officer safety practices, independent of outside influences such as reductions in Sheriff deputies, it is going to cost the people of Brookings more money.

Fire and Rescue

Chief Sharp advises that the Brookings Fire Department was once staffed with over 50 volunteers, and recently dropped to as few as 18. According to Chief Sharp, the average number of volunteers has historically been about 40. Today, there are 33 volunteers, with only 11 who have been with the Department for more than two years. The Department is experiencing high turnover and lack of new volunteers for several reasons...a major one being the change in community demographics. When the cadre of volunteers was at its highest, Brookings was primarily a blue collar community with many of the volunteers employed in the timber industry. As the community has shifted from a resource-based economy to a tourism/retirement-based economy, the resource base for volunteer firefighters has diminished.

The demands upon the Fire Department have also changed. The Fire Department now responds to about 200 rescue/emergency calls per year and about 60 fire calls. Fire will always remain a threat, but will diminish somewhat due to new standards of construction. The Department responds to an average of 360 calls per year, issues 500 burn permits, and has limited time to do fire prevention, with about six school programs each year.

We are approaching a time when the City will need to consider a larger base paid staff. Chief Sharp recommends the addition of four full time firefighters and that the City seek to establish a second fire station north of Carpenterville Road. Currently, Chief Sharp and Assistant Chief Jim Watson are the only full time, paid fire personnel in Curry County.

The City's fire equipment is aging. The Department has relied heavily upon grant funding for equipment in the past, and the "grants well" has dried up. Chief Sharp reports that virtually all of the City's fire apparatus will need replacement within the next few years in order to maintain serviceable emergency response capability.

There are six fire jurisdictions and five fire departments in the south County area. Both the Brookings Rural Fire District and the Upper Chetco Fire District contract with the City of Brookings for fire protection services; Upper Chetco also has three volunteer firefighters. Harbor Fire has 16 volunteers, Cape Ferrello has 16 volunteers and Winchuck Fire has five volunteers. All south County fire agencies often team to respond to fire and rescue emergencies; Brookings and Harbor Fire are currently dispatched simultaneously. The Brookings Fire Department responded to 18 mutual aid calls in 2007.

Total revenues received from Brookings Rural and Upper Chetco Fire Districts were \$52,138 in 2007. The cost of repairing the primary fire engine used to serve Upper Chetco was more than the entire amount of revenue received from all contracting fire districts for the year. The City provides dispatching services to these agencies at no charge. It could easily be rationalized that the City of Brookings is subsidizing fire service in the surrounding communities.

Consolidation of Fire Departments has become fairly common. While serving as City Manager for Fort Bragg in the 1980's, your City Manager facilitated the consolidation of the City of Fort Bragg and the Fort Bragg Rural Fire Departments (which served the unincorporated harbor area and residential areas north/south of town).. The consolidation resulted in improved insurance ratings for property owners in both jurisdictions, greater flexibility in equipment and lower operating costs. The consolidated department consisted of two full time firefighters and 40 volunteers, two fire stations and 11 pieces of equipment serving a population of about 12,000. The City Manager believes that public safety could be enhanced and costs reduced through a consolidation of south County fire departments and/or the creation of a South County Fire District.

9-1-1 Related Issues

For the past several years there have been two 9-1-1 emergency call centers operating in Curry County. One 9-1-1 center is operated by the Sheriff's Department and is located in the basement of the Courthouse in Gold Beach. The second 9-1-1 call center is operated by the Brookings Police Department. The City receives some \$130,000 annually in state 9-1-1 revenues. In consideration for this payment, the City has provided dispatching services for nine non-City agencies, including all south Curry County fire departments, the U.S. Forest Service, U.S. Coast Guard and Coos Forest Patrol at no cost. The City also receives \$1,000 per month from Cal-Ore Life Flight for ambulance dispatching.

Curry County is now pursuing a plan to shift all 9-1-1 service...except the City of Brookings Police and Fire...to the Sheriffs dispatch center in Gold Beach. This would result in the City losing about \$100,000 annually in 9-1-1 revenue. Assuming the City would not continue to

provide dispatching service to adjoining fire districts for "free", this change would also have several operational affects. For example, currently, Brookings and Harbor Fire Departments are dispatched simultaneously. This will not occur when the unincorporated area 9-1-1 calls are shifted to the County, and may affect the Brookings fire insurance rating. The City may need to add equipment and/or personnel in order to maintain its current rating.

The 9-1-1 issue will be the subject of a separate Council Agenda Report scheduled for the January 28 City council meeting. The Oregon Office of Emergency Management has requested that the City take an official position on the proposed 9-1-1 change. The South County 9-1-1 Committee opposes the proposed change.

Public Safety Service Consolidation

A few cities nationwide have consolidated police and fire services to varying degrees. Nearest by, Grants Pass consolidated police and fire management. In Rohnert Park, California, the functions of police and fire are fully consolidated, with police officers being cross trained in fire/rescue...while still retaining a group of volunteers who are trained as firefighters. Some cities that implemented these programs concluded after several years that the training and skill retention of police and fire were too much to ask of one individual, and reverted back to traditional departments and roles.

Curry County Public Safety Task Force

The Curry County Board of Commissioners has appointed the Curry County Public Safety Task Force to develop a proposal for a public safety tax levy. This tax levy would primarily be used to restore Sheriff, Probation and District Attorney services to adequate levels, but may be expanded to include a distribution of funds to cities to improve police services as well.

At its last meeting on December 18, the Task Force requested each of the County public safety departments and each of the City police departments to prepare a "best practices" staffing analysis for their departments to be used as a basis for projecting the optimum level of service tax rate. No specific formula was discussed for including cities in the tax levy. The Task Force has not yet formulated a tax rate proposal. According to County staff, several concepts are under discussion, including the possibility of allocating a portion of the levy proceeds to cities, or enacting a lower tax rate...that would cover all but Sheriff's patrol costs...in cities. Councilor Dave Gordon serves on this Task Force.

Paying for Public Safety

Currently, the cost of police and fire services are paid from the General Fund. The City has a property tax rate of \$3.97 and the total property tax rate applicable to property within the City is \$10.72. The total tax rate in Brookings is the lowest among cities of like size (6,000-8,000 population) in the State. Of the 12 cities of like size, nine have a separate tax rate ranging from \$0.50-3.19 (all but one being over \$1.00) to fund fire/rescue services. Only those cities that have a separate tax rate for fire/rescue have City tax rates less than Brookings, and four of those with fire/rescue rates still have a basic City rate higher than Brookings.

If the City were to levy a separate property tax rate for fire/rescue of about \$1.15, the City General Fund would be relieved of an annual expenditure of \$300,000 and all of the staffing and

equipment needs (exclusive of new buildings) identified by Chief Sharp would be satisfied. This would also resolve the 2010 projected General Fund deficit as the \$300,000 in General Fund revenues now allocated to fire/rescue would be supplanted by fire/rescue levy revenues.

A public safety levy of about \$4.85 would be needed to fund the full operation of the Police Department, including the staffing and equipment needs (exclusive of new buildings) identified by Chief Wallace. A levy of about \$1.75 would be needed to fund the staffing and equipment upgrades (exclusive of new buildings) identified by Chief Wallace.

Staff is not recommending as specific tax increase at this time. The above information is provided to enable the Council to have a basic understanding of the amount of tax levy needed to support various alternatives.

Possible Courses of Action

1. Prepare to place some form of a public safety levy on the November 2008 ballot. The levy would be in an amount needed to support the police and fire department goals indicated above.
2. Work with the County Task Force in the preparation of a countywide public safety...law enforcement only...levy proposal.
3. Propose the formation of a South Curry County Fire Protection District which would have its own property tax levy.
4. Some combination of alternatives.

Staff recommends that the Council schedule a workshop on public safety for further discussion of this matter.

Policy Considerations:

Should the City of Brookings play a leadership role in establishing new organizational structures and revenue systems for providing an adequate level of public safety services countywide? Or, should the City of Brookings focus on fully developing and funding adequate resources to provide public safety services within the City Limits that are not susceptible to external influences, such as the absence of "back up" from adjoining jurisdictions?

Attachment(s): Cities of like size, comparative tax rates.
Cities of like size, comparable staffing
Preliminary Financial Analysis

Property Tax - Like Size

City Like Size	Pop	Value		Tax Rate/District (Averages)				Total Rate (Average)	Comp of Other
		Real Market	Assessed	County	City	Schools	Other		
Madras	6070	400,106	240,261	5.39	3.52	8.43	2.92	20.26	RFPD (1.18) ESD (.24)
Seaside	6165	1,351,217	791,498	1.62	3.36	6.11	2.38	13.47	RFPD (.54) LE (.72)
Brookings	6315	1,048,452	543,116	0.60	3.97	5.46	0.70	10.72	
Umatilla	6385	151,818	121,533	3.15	4.59	9.32	2.10	19.14	RFPD (1.00) ESD (.56)
Talent	6415	500,784	227,972	2.24	3.23	6.68	4.79	16.94	RFPD (3.19)
Hood Rvr	6580	851,756	470,567	1.61	2.81	8.51	2.18	15.12	RFPD (1.25) 911 (.56)
Molalla	6830	551,053	353,359	2.40	5.58	6.99	0.98	15.96	
Sandy	7070	790,511	459,424	2.40	4.12	5.50	2.77	14.79	RFPD (2.17)
Sutherlin	7500	547,925	356,035	1.11	5.83	5.83	0.19	12.95	
Lincoln	7615	1,682,610	800,823	2.96	5.10	6.44	1.79	16.28	RFPD (1.00) ESD (.38)
Stayton	7700	613,607	442,308	3.03	3.92	6.74	1.79	15.47	RFPD (1.31) ESD (.38)
Independence	7715	449,204	279,244	1.98	5.65	8.82	2.98	19.43	RFPD (1.32) ESD (.38)

Brookings (13)

Chief
1 Lt
2 Sgts
1 Det
8 Officers

Lincoln City (25)

Chief
1 Lt
4 Sgts
3 Det
16 officers

Madras (9)

Chief
2 Sgts
5 Officers
1 Det
Office manager

Umatilla (10)

Chief
Lt.
Sgt
7 Officers
1 Clerk/dispatcher
1 Code Enforcmt Officer
2 Records Clerks
2 Reserves

Sutherlin (13)

Chief
2 Sgts
2 Corporals
1 Det
7 Officers

Hood River (15)

Chief
1 Lt
3 Sgts
10 officers
1 parking patrol
1 comm serv. Officer
Admin Asst
Muni Crt Clerk

Molalla (12)

Chief
3 sgts
8 officers
1 prop tech

Talent (9)

Chief
1 Sgt
7 Patrol
1 clerk
1 Comm Serv Officer

Seaside (21)

Chief
1 Lt
3 Sgts
1 Sgt Det
14 officers
1 Drug enf officer
1 CS Officer

Independence (14)

Chief
3 sgts
1 det
1 code enforcmt officer
9 duty officers

Reedsport (10)

Chief
2 sgt
7 officers
1 comm supervisor

Sandy (11)

Chief
2 sgts
8 officers
1.5 code enforcers

Stayton (10)

Chief
1 Lt
2 Sgts
3 Det
9 Patrol
1 Ordinance

STAFFING INCREASES PROPOSED

<u>POLICE</u>	<u>Salary Rate</u>	<u>Annual</u>	<u>Benefits**</u>	<u>Health Ins.***</u>
Captain	\$6,413.00	\$76,956.00	\$20,855.08	\$11,897.52
Detective	\$4,341.00	\$52,092.00	\$14,116.93	\$11,897.52
Adm. Sec.	\$2,615.00	\$31,380.00	\$8,503.98	\$11,897.52
Evid. Tech.	\$3,086.00	\$37,032.00	\$10,035.67	\$11,897.52
Comm. Serv. Officer	\$3,572.00	\$42,864.00	\$11,616.14	\$11,897.52
Comm. Superv.	\$4,786.00	\$57,432.00	\$15,564.07	\$11,897.52
Sergeant	\$4,786.00	\$57,432.00	\$15,564.07	\$11,897.52
Patrol Officer	\$3,937.00	\$47,244.00	\$12,803.12	\$11,897.52
Patrol Officer	\$3,937.00	\$47,244.00	\$12,803.12	\$11,897.52

Proposed Wage increase	\$11,396.00	\$136,752.00	16.4% average	\$37,059.79	\$0.00
Totals		\$586,428.00		\$158,921.99	\$107,077.68

<u>FIRE</u>	<u>Salary Rate</u>	<u>Annual x 4</u>	<u>plus 20% inc.</u>	<u>Benefits**</u>	<u>Health Ins.***</u>
4 Firefighters	\$3,501.00	\$168,048.00	\$201,657.60	\$54,649.21	\$47,590.08

<u>Grand Totals</u>					
Police Extra Staff	\$852,427.67	Police M&S, CO	\$93,681.00	Total	\$946,108.67
Fire Extra Staff	\$303,896.89	Fire M&S	\$50,090.00	Total	\$353,986.89

DEPARTMENT EXPENSES

<u>POLICE</u>	<u>Budget 2007-08</u>	<u>incr. by 45%*</u>
Materials & Supplies	\$151,180.00	\$68,031.00
Capital Outlay	\$57,000.00	\$25,650.00
Total		\$93,681.00

<u>FIRE</u>	<u>Budget 2007-08</u>	<u>plus 50%</u>	
Materials & Supplies	\$100,180.00	\$50,090.00	
Capital Outlay	\$0.00	?	Projected for New Station and Equipment
Total		\$50,090.00	

* Adding nine employees is a 45% increase in staffing, therefore increase in M&S, Capital Outlay.

**Benefit Formula

6% PERS
12% PERS -Employer
9.1% Taxes
27.1% Total

Health Insurance is calculated at the highest amount paid
The amount includes Health, Dental, Eye and Life insurance. \$991.46

Other financial impacts not measured: Additional liability coverage, wc coverage, vehicle insurance, etc.

Salary Rate is the average within a possible salary range.

2007 Current Salary \$834,084.00 w/o overtime, etc.
Non-police certified position: proposed 12.4% increase
Police positions: proposed 18% increase

MINUTES
City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon 97415
Monday, December 10, 2007

Council will met at 6:00pm in Executive Session under authority of ORS 192.660(2)(h), "to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed." In attendance were the full Council and City Manager Milliman with Attorney Mark Amberg, conferenced in.

Call to Order

Mayor Sherman called the meeting to order at 7:04pm.

Roll Call

Council Present: Mayor Pat Sherman, Council President Larry Anderson, Councilors Dave Gordon, Ron Hedenskog and Jan Willms; a quorum present.

Staff Present: City Manager Gary Milliman, Administrative Services Director Patti Dunn, Planning Director Dianne Morris, Public Works Director John Cowan, Police Lieutenant John Bishop, Public Works Utility Worker/Mechanic Chuck Gage, City Attorney John Trew, Administrative Assistant Joyce Heffington.

Media Present: *Curry Pilot Editor Scott Graves*

Other: Approximately 14 public

Ceremonies/Appointments/Announcements

Mayor Sherman recognized Public Works Utility Worker/Mechanic Chuck Gage for ten years of service.

Councilor Anderson moved, a second followed and Council voted unanimously to accept the Mayor's recommendation and appoint Rick Bishop to Urban Renewal Advisory Committee, Position 7.

Councilor Willms moved, a second followed and Council voted unanimously to accept the Mayor's recommendation and appoint Ken Barkema to Parks and Recreation Commission Position 2.

Councilor Willms moved, a second followed and Council voted unanimously to accept Richard Yock's resignation from Planning Commission Position 2.

Council Liaison Reports

Councilor Willms attended meetings of the Easy Manor Park Subcommittee, Stout Park Subcommittee, Brookings Harbor Education Foundation, the Urban Renewal Advisory Committee, Parks and Recreation Commission and the March of the Santas.

Councilor Anderson attended four school related and three city related meetings.

Mayor Sherman attended meetings of the Brookings Harbor Education Foundation, Azalea Park Foundation, Easy Manor Park Subcommittee, Ocean Policy Advisory Commission (OPAC) in Gold Beach, Small Cities in Coquille, and the Homeless Coalition.

Councilor Hedenkog attended meetings of the Port Commission and OPAC in Gold Beach.

Councilor Gordon attended the first meeting of the committee established in the County to research a law enforcement district.

Public Comments

Linda Morgan, a nurse with the Curry County Health Department, addressed Council requesting a letter of support from the City for a Curry County grant to fund a federally qualified health center. The center would support a clinic in Brookings two days a week.

Mayor Sherman asked for a motion to add this request to the agenda.

Councilor Willms moved, a second followed and Council voted unanimously to add to the agenda an item authorizing the City to write a letter supporting the County's grant application for funding to support a federally qualified health center.

Regular Agenda

Councilor Willms moved, a second followed and Council voted unanimously to authorize a letter supporting the County's grant application [for funding to support a federally qualified health center].

City Manager Milliman reviewed the staff report recommending approval of the proposed Water Conservation Demonstration Project. This project would provide leak detection services and incentives for water conservation retrofits.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve the Water Conservation Demonstration Project [as outlined in the Council Agenda Report].

City Manager Milliman reviewed the staff report regarding the recommendation to authorize the Mayor to submit a proposal to the Coos Curry Electric Cooperative (CCEC) with respect to achieving certain economic and conservation goals, and conclude discussion on the formation of a municipal electric utility.

After a lengthy discussion, Council generally agreed to receive input from Council regarding the tone and content of the proposed amendments before moving forward. Councilor Gordon stated that he was removing himself from participating in future discussion with the CCEC. Councilor Hedenskog agreed to take his place.

Mayor Sherman moved, a second followed and Council voted to have a subcommittee, comprised of the Mayor, Councilor Hedenskog and the City Manager, sit down and discuss with members [of the Coos Curry Electric Cooperative] some of the points [made in the outline of draft amendments to the franchise agreement] which were not intended to be hostile, even though they were taken so, and conclude the discussion about the formation of a municipal utility with the decision not to go forward with it.

City Manager Milliman reviewed the staff report regarding the City entering into an agreement with the Brookings Harbor Soccer League in support of the development of a multipurpose athletic field at Azalea Park, stating that this is a three party agreement including the Urban Renewal Agency and that the park is in the Urban Renewal Plan.

Councilor Anderson moved, a second followed and Council voted unanimously to authorize the Mayor to execute an operating agreement with the Brookings Harbor Soccer League for items discussed in the [Council Agenda Report] dated December 10.

Planning Director Morris reviewed the recommendations made in the Citizen Involvement Annual Report for 2007, stating that most of the responses were favorable.

Councilor Willms moved, a second followed and Council voted unanimously to accept the Committee for Citizen Involvement Annual Report for 2007, and forward to the County

Planning Coordinator and State's Citizen Involvement Advisory Committee as required by Resolution 399.

Councilor Anderson moved, a second followed and Council voted unanimously to approve the Storm and Surface Water Facilities Plan for the Brookings-Harbor Area, dated October, 2007.

Public Works Director Cowan reviewed the staff report regarding the storm drain project tying an existing drain into the construction project at Chetco Terrace Estates. He also advised that the City would be working to get a dedicated easement along this pipe line.

Councilor Hedenskog moved, a second followed and Council voted unanimously to approve the bid by P&S Construction to tie an existing six-inch storm drain line into Chetco Terrace's storm drain system.

City Manager Milliman reviewed the staff report regarding the proposed recommendation to enter into agreement with WILLDAN to prepare a Pavement Management System, pointing out that while \$70,000 had been budgeted, WILLDAN's proposal came in at \$35,000.

Councilor Anderson moved, a second followed and Council voted unanimously to authorize the Mayor to execute a consulting services agreement with WILLDAN for the preparation of a Pavement Management System with a condition to the motion that the project be completed ninety days after May 1st.

Dan Brattain, 907 Midland Way, Brookings and Chair of the Del Norte Airport Advisory Commission, addressed Council regarding the City's proposed participation in the Border Coast Airport Authority Joint Powers Agreement (JPA), generally stating that the JPA is seeking to expand and this agreement will improve their position for future funding.

David Finigan, 981 H Street, Crescent City, Chair of the JPA, addressed Council generally stating that support of the JPA would be economically beneficial to the City.

City Manager Milliman added that the City would have no financial responsibility, but would hold a seat on the Board and be directly involved in planning for the airport's future needs.

City Attorney Trew generally stated that he still had questions and concerns and wanted to be clear that Council's actions at this time would be limited to agreeing to look at this and not sign any agreements. Trew also stated that he had several legal questions that needed to be answered.

Councilor Gordon moved, a second followed and Council voted unanimously to approve in concept the City's participation in the Border Coast Airport Authority Joint Powers Agreement.

Councilor Willms moved, a second followed and Council voted unanimously to authorize the City Manager to negotiate final terms and execute Separation Agreement and Release of Claims with Joe Ingwersen.

Consent Calendar

- A. Approval of Council Meeting Minutes for October 22, 2007 and November 13, 2007**
- B. Acceptance of Planning Commission Meeting Minutes for November 6, 2007.**
- C. Acceptance of Parks and Recreation Commission Minutes for October 25, 2007.**
- D. Approval of vouchers for November, 2007 in the amount of \$258,224.39.**
- E. Receive and file report on Water Storage Tank Project from City Manager.**
- F. Receive and file report on Storm Emergency Follow-Up from City Manager.**

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

Ordinances

Police Lieutenant Bishop reviewed the staff report regarding the City's need to adopt an ordinance establishing the City's authority to conduct criminal history checks in compliance with state law.

Councilor Anderson read in full Ordinance 07-O-599, an ordinance adding Chapter 2.30, Authority of the Police Department to Perform Criminal History Records Checks, to Title 2, Administration and Personnel, of the Brookings Municipal Code; and declaring an emergency.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading by title only of Ordinance 07-O-599.

Councilor Anderson read the title of Ordinance 07-O-599.

Councilor Willms moved, a second followed and Council voted unanimously to adopt Ordinance 07-O-599, an ordinance adding Chapter 2.30, Authority of the Police Department to Perform Criminal History Records Checks, to Title 2, Administration and Personnel, of the Brookings Municipal Code; and declaring an emergency.

City Manager Milliman reviewed the staff report regarding the adoption of an ordinance establishing a master fee resolution, generally stating that capturing fees in one master fee schedule will allow for a more efficient process for identifying and revising fees as necessary.

Councilor Willms read in full Ordinance 07-O-598, an ordinance adding Chapter 1.10, "Fees and Charges" to Title 1, General Provisions, of the Brookings Municipal Code.

Councilor Gordon moved, a second followed and Council voted unanimously to do a second reading by title only of Ordinance 07-O-598.

Councilor Anderson moved, a second followed and Council voted unanimously to adopt Ordinance 07-O-598, an ordinance adding Chapter 1.10, "Fees and Charges" to Title 1, General Provisions, of the Brookings Municipal Code.

Resolutions

Planning Director Morris reviewed the staff report regarding Resolution 07-R-881, a resolution repealing the County Referral Fee.

Councilor Gordon moved, a second followed and Council voted unanimously to adopt Resolution 07-R-881, a resolution amending Resolution 06-R-760, establishing fees for the performance of the actions and reviews required by the Brookings Municipal Code, repealing the County Referral Fee.

Mayor Sherman called a break at 9:20pm and reconvened the meeting at 9:25pm.

Mayor Sherman reviewed her proposal requesting Council adopt Resolution 07-R-779, a resolution establishing a Sustainability Policy for the City of Brookings.

After much discussion it was decided to delay any decision on this issue until after the Council Goal's workshop.

Mayor Sherman reviewed her proposal to have the City adopt Resolution 07-R-880, a joint resolution with the City of Port Orford, generally calling for improved coordination between the County and both cities regarding planning issues in the urban growth area, and advised that Port Orford will be adopting the same resolution on the December 19th.

Councilor Hedenskog moved, a second followed and Council voted unanimously to adopt Resolution 07-R-880, the Joint Resolution of the Cities of Port Orford and Brookings, calling for improved coordination between the Cities and Curry County with respect to urbanization planning within the Cities' urban growth areas and authorize continued collaboration with

the City of Port Orford on this issue with the removal of the words after Urban Growth Boundary in item #1.

Adjournment

Councilor Willms moved, a second followed, and Council voted unanimously by voice vote to adjourn to a meeting of the Urban Renewal Agency at 10:08pm.

Respectfully submitted:

ATTEST by City Recorder
this ____ day of _____, 2008:

Pat Sherman
Mayor

Joyce Heffington
Interim City Recorder

MINUTES
City of Brookings
Special Council Meeting

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

Wednesday, December 26, 2007

Call to Order

Mayor Sherman called the meeting to order at 3:00pm.

Roll Call

Council Present: Mayor Pat Sherman, Council President Larry Anderson and Councilor Ron Hedenskog; a quorum present. *Absent were* Councilors Jan Willms and Dave Gordon.

Also present: City Manager Gary Milliman, Administrative Assistant Joyce Heffington and approximately 6 public.

Agenda Item

City Manager Milliman reviewed the staff report regarding the recommendation to authorize a letter in support of Oregon Department of Transportation's (ODOT) relocation of the weigh station at Constitution Way and urging ODOT to retain the signalization project in the current State Transportation Improvement Program Modernization Project program of work.

Elizabeth Stacey, representing ODOT, Roseburg office, presented the concept plan for the signalization project and reviewed the changes that would be made in the area of Constitution Way and stated that the solution would last twenty years and the weigh station relocation would happen regardless of any other improvements that are made at the site.

Warren L. Dowler, 99101 Kemlin Place, addressed Council generally stating concerns regarding the lack of a bicycle path provision in ODOT's plans and the general location of the new site as further impacting an already unsafe situation for vehicles turning left onto McVay.

Mayor Sherman generally stated that the City's decision area concerned the signalization project while the movement of the weigh station was an ODOT issue.

Councilor Hedenskog moved, a second followed and Council voted unanimously in favor of a letter supporting the [Oregon Department of Transportation project for the] realignment and signalization at the Constitution Way intersection and the removal of the weigh station with some wording being added to mention that Highway 101 is a designated bikeway.

Adjournment

Councilor Anderson moved, a second followed and Council voted by voice vote to adjourn at 3:37pm.

Respectfully submitted:

ATTEST by City Recorder
this ____ day of _____, 2008:

Pat Sherman
Chair

Joyce Heffington
Interim City Recorder

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
November 29, 2007

CALL TO ORDER

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

ROLL CALL

Commissioners present: Patricia Brown, Frances Hartmann & Chair Tony Parrish, Don Vilelle

Commissioners absent: Michelle Benoit

Others present: City Councilor Jan Willms, City Manager Gary Milliman, Public Works Director John Cowan

APPROVAL OF MINUTES

- A. Motion made by Commissioner Brown to approve the minutes of October 25, 2007 as written; motion was seconded and Commission voted, the motion carried unanimously.

PUBLIC APPEARANCES

Loraine Woods, PO Box 7097, Brookings, OR, Azalea Park Foundation member. She would like the foundation notified when maintenance on the azaleas in their section is needed so azaleas are cut back correctly.

REGULAR AGENDA

- A. *Review proposal to remove trees by Coos Curry Electric Co-op and make recommendation for City Council consideration* -- Public Works Director John Cowan read Agenda Report concerning removal of eight designated hazard trees in Azalea and Stout Park due to their proximity to power poles.

Pauline Olsen, 317 Memory, Brookings, spoke in opposition of removing the designated trees in Stout Park and of the value they are to the community. Provided names of registered arborists able to determine the necessity of removing the trees.

Ed Gross, 177 Julia Way, Brookings, tree farmer and USFS retired Soils Scientist, observed the Stout Park trees as being healthy, 60 to 80 years old and wind firm, meaning they have grown in the open and their root structure has accommodated many storms over the years. Believes no urgency to remove the trees but there is a hazard to power lines from branches falling onto them which could be prevented by pruning.

Judy Kaplan, 441 Buena Vista Loop, Brookings, believes pruning of the trees would be adequate rather than to cutting down the trees.

Brian Woosley, owner of Western Pacific Tree Service, Brookings, advised that the tops of these trees have been blown out, the trunks are not straight and the upper branches have grown out sideways and up (dog leg) and grown up over the power lines, so unable to trim the trees without branches falling unto the power lines. Believes the tree tops will blow out again and are a threat to the CCEC power system. Trees on Lundeen Lane are leaning over, have multiple tops and one is within 10 feet of the transmission line. CCEC is trying to protect the electric system by removing all the trees and will replace trees at their expense.

Commission discussed tree removal and options. A motion was made by Commissioner Vilelle to remove the four trees in Stout Park and four on Lundeen Lane and the matter be referred to the City Council; the motion was not seconded and did not pass. A motion was made by Commissioner Hartmann to postpone any decision until the Park & Recreation meeting on December 20th pending input from Arborist Kristin Ramstad; the motion was seconded and the Commission voted, the motion carried unanimously.

- B. *Flagpole at Azalea Park Bandshell Area* – Chair Parrish advised that an anonymous donor is interested in installing a flagpole at the Azalea Park bandshell. Discussed whose responsibility it would be of raising flag for events and possibly locating flagpole at the ballfields instead. Donors have stated they are not interested in that location. Commissioners stated they do not wish to pursue the matter of installing a flagpole, Chair Parrish will advise interested donor.

INFORMATION UPDATES/DISCUSSION ITEMS

- A. *Easy Manor Park Update* – Commissioner Brown presented minutes of the November 11, 2007 subcommittee meeting. Advised grant information is forthcoming and turnstyle has been removed at Easy Manor Park.

COMMISSIONER REPORTS/COMMENTS

Commissioner Vilelle attended Azalea Park Foundation meeting where concerns were expressed regarding the trimming of the azaleas. Attended two Nature Coastal Holidays meetings where they discussed the Christmas light show at Azalea Park.

Chair Parrish advised that the Santa March was very successful. Believes trash at Stout Park has decreased for the time being. For safety reasons would like parking regulations on Oak Street at Stout Park to be looked into, large trucks from Brookside Nursery are parked there daily hindering vision.

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 8:27 p.m.

Respectfully submitted,



Tony Parrish, Chair

(approved at December 20, 2007 meeting)

MINUTES
BROOKINGS PLANNING COMMISSION
December 4, 2007

Due to the absence of the Chair and Vice-Chair, the Secretary called the meeting to order and asked the Commission to appoint a temporary Chair. By a voice vote, Commissioner Gorman assumed the chair.

The regular meeting of the Brookings Planning Commission was called to order by pro temp Chair Gorman at 7:04 in the Council Chambers at the Brookings City Hall on the above date with the following Commission members and staff in attendance.

Commissioners Present:

Steve Bismarck	Juliane Leighton
Randy Gorman	Bruce Nishioka
	Richard Yock

Commissioners absent: Commissioner Markham, and Commissioner Dundom

Staff Present:

Dianne Morris, Planning Director, Donna Colby-Hanks, Senior Planner, and Cathie Mahon, Secretary.

CHAIR ANNOUNCEMENTS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON WRITTEN REQUESTS AND COMMUNICATIONS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS

None.

THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS

The Chair opened the Public Hearing for File No. LDC-2-07, an amendment to Chapter 17.04-Development Permit Procedures, of the Brookings Municipal Code. The Chair announced the hearing was legislative and the Commission will make a recommendation to City Council.

No exparte contact, personal bias, personal interest, conflicts or objections were declared by the Commission. There was no challenge from the audience as to the jurisdiction of the Commission to hear the request. The public hearing was closed at 7:13 p.m. and a vote taken:

By a 5-0 vote (Motion: Commissioner Gorman) the Planning Commission will send a favorable recommendation to City Council.

COUNTY REFERRELS

None.

MINUTES

By a 3-0-2 vote (Motion: Commissioner Nishioka-Commissioners Bismarck, Gorman, and Nishioka voted in the affirmative with Commissioners Yock and Leighton abstaining due to absence) the Planning Commission approved the minutes of November 6, 2007.

COMMENTS by the PLANNING STAFF

2007 Planning Commission Annual Report

- Planner Morris distributed the report by Chair Markham. She asked the Commissioners to review it and bring any changes to the next meeting on January 8, 2008. Chair Markham will present it to City Council on January 14, 2008.

Memo-County Referrals

- Staff has requested an authorization from City Council to handle County Referrals administratively. One reason is the applicant often attends two public hearings; before the Brookings Planning Commission for review, and the final decision at the County Public Hearing. The staff time involved to review the file, make copies for the packet and have the Commission review it, would be better used for some of the long range projects scheduled for 2008.
- One idea is to have the Site Plan Committee review land use proposals by County applicants. Also discussed was rescinding the fee. It has been a topic of discussion that applicants are paying two fees, one to the County and one to the City. Discussion ensued.
- By a 5-0 vote (Motion: Commissioner Yock) the Planning Commission voted in favor of the proposed policy change to have Planning Staff administratively review County Referrals with the following requests:
 - Discuss any County Referral with the Site Plan Committee.
 - Inform the Planning Commission about Staff reviews of the County Referrals and the County's resulting Final Order.
 - Consider requests for public review if received from interested parties.
 - To rescind the "County Referral Fee".

COMMISSIONERS COMMENTS

None.

ADJOURNMENT:

With no further business before the Planning Commission, the meeting closed 7:36 p.m.

Respectfully submitted,



Randy Gorman, Pro Temp Chair
(approved at Jan 8, 08 meeting)

Note: After the meeting Richard Yock tendered his resignation due to moving out of the UGB.

MINUTES
TRAFFIC SAFETY COMMITTEE
Council Chamber, 898 Elk Drive
September 12, 2007

ROLL CALL

Jim Watson, Roy Steward

Staff Present: John Cowan, Director of Public Works, Lauri Ziemer, Public Works

Meeting called to order at 9:38 am

OLD BUSINESS

- Removal of crosswalks at Pacific & Oak and installation of new crosswalks has been completed. A flashing red light will be installed in place of the flashing amber light at the new Oak & Pacific stop sign.
- Curb on Fern Avenue, east side of Macklyn House sticks out onto Fern Avenue and makes a hazard for the school buses and other traffic. John Cowan advised that we cannot realign curb because of property lines, may be able to remove approximately 5 feet of curb and pave. Checking further into the matter.
- Placement of speed signs on Fifth Street are being checked into by the Public Works Department.

NEW BUSINESS

- Schools would like red curb at High School on Pioneer near the old crosswalk to the VFW hall removed and replaced with a yellow curb for approximately 40 feet. John Cowan to check into further.

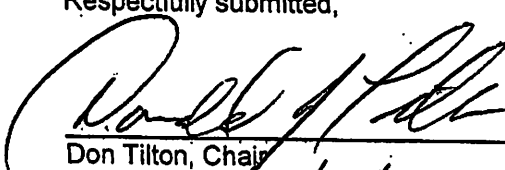
PUBLIC COMMENT

None

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 9:50 am.

Respectfully submitted,



Don Tilton, Chair
(approved at 11/28/07 meeting)

Check Register - Summary
 GL Posting Period(s): 12/07 - 12/07
 Check Issue Date(s): 12/01/2007 - 12/31/2007

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/07	12/06/2007	58534	138	Becco, Inc	10-00-2005	57.90
12/07	12/06/2007	58535	148	B-H Chamber of Commerce	10-00-2005	3,416.67
12/07	12/06/2007	58536	110	Brookings Harbor Auto Parts	10-00-2005	5.98
12/07	12/06/2007	58537	313	Brookings Vol Firefighters	10-00-2005	2,083.33
12/07	12/06/2007	58538	370	CCIS	10-00-2005	19,826.07
12/07	12/06/2007	58539	3834	Clean Sweep Janitorial Service	10-00-2005	700.00
12/07	12/06/2007	58540	166	Dan's Auto & Marine Electric	10-00-2005	402.20
12/07	12/06/2007	58541	284	Day-Wireless Systems	10-00-2005	2,265.75
12/07	12/06/2007	58542	316	Donald & Roberta Chandler	10-00-2005	548.00
12/07	12/06/2007	58543	749	Emerald Pool & Patio	10-00-2005	255.55
12/07	12/06/2007	58544	3342	Fastenal	10-00-2005	74.22
12/07	12/06/2007	58545	3639	Gleaves Swearingen	10-00-2005	1,190.56
12/07	12/06/2007	58546	2882	Globalstar USA	10-00-2005	72.80
12/07	12/06/2007	58547	167	Hach Company	10-00-2005	126.25
12/07	12/06/2007	58548	3632	Harbor View Windows	10-00-2005	282.61
12/07	12/06/2007	58549	2552	Hugh Noble	10-00-2005	22.33
12/07	12/14/2007	58550	438	VOID - John Bishop	10-00-2005	.00 M
12/07	12/06/2007	58551	2801	Kelth's Sporting Goods	10-00-2005	218.70
12/07	12/06/2007	58552	162	Kerr Hardware	10-00-2005	1,004.17
12/07	12/06/2007	58553	544	Legislative Counsel Committee	10-00-2005	390.00
12/07	12/06/2007	58554	328	Les Schwab Tire Center	10-00-2005	400.04
12/07	12/06/2007	58555	4065	Oak Harbor Freight Lines Inc	10-00-2005	167.83
12/07	12/06/2007	58556	157	Office Depot	10-00-2005	842.23
12/07	12/06/2007	58557	3561	Oil Can Henry's	10-00-2005	31.49
12/07	12/06/2007	58558	695	P & S Construction Co, Inc	10-00-2005	5,000.00
12/07	12/06/2007	58559	1561	Pacific Coast Hearing Center	10-00-2005	10.00
12/07	12/06/2007	58560	1029	Pitney Bowes Purchase Power	10-00-2005	1,000.00
12/07	12/06/2007	58561	322	Postmaster	10-00-2005	720.00
12/07	12/06/2007	58562		Information Only Check	10-00-2005	.00 V
12/07	12/06/2007	58563	1193	PRN Data Services, Inc	10-00-2005	4,117.50
12/07	12/06/2007	58564	378	Quality Control Services	10-00-2005	450.00
12/07	12/06/2007	58565	187	Quality Fast Lube & Oil	10-00-2005	69.00
12/07	12/06/2007	58566	180	Ray's Food Place	10-00-2005	110.54
12/07	12/06/2007	58567	199	Richard Harper	10-00-2005	300.00
12/07	12/06/2007	58568	4067	S.W.A.T. Inc	10-00-2005	76.00
12/07	12/06/2007	58569	3487	Tailored Solutions Corp	10-00-2005	456.00
12/07	12/06/2007	58570	2586	TMG Services Inc	10-00-2005	104.67
12/07	12/06/2007	58571	179	Trew, Cyphers & Meynink	10-00-2005	2,905.00
12/07	12/06/2007	58572	2541	U.S. Bank	10-00-2005	400.00
12/07	12/06/2007	58573	990	United Parcel Service	10-00-2005	32.40
12/07	12/06/2007	58574	861	Village Express Mail Center	10-00-2005	6.13
12/07	12/06/2007	58575	1483	Wall & Wall, P.C., CPA's	10-00-2005	6,325.00
12/07	12/06/2007	58576	4063	William M Outland	10-00-2005	10.82
12/07	12/06/2007	58577	4068	Winchuck Wood Art	10-00-2005	2.50
12/07	12/06/2007	58578	4068	Wireless Connections LLC	10-00-2005	1,600.00
12/07	12/06/2007	58579	253	Xerox Corporation	10-00-2005	70.73
12/07	12/11/2007	58580	1881	AFLAC	10-00-2005	288.50
12/07	12/13/2007	58581	833	Azalea Lanes	10-00-2005	70.50
12/07	12/13/2007	58582	2998	Blackbird Shopping Center	10-00-2005	989.70
12/07	12/13/2007	58583	4070	Bodman Construction Inc	10-00-2005	350.00
12/07	12/13/2007	58584	2160	Cashier, DHS Drinking Water Pr	10-00-2005	40.00
12/07	12/13/2007	58585	1745	Coastal Paper & Supply, Inc	10-00-2005	171.04
12/07	12/13/2007	58586	183	Colvin Oil Company	10-00-2005	2,774.23
12/07	12/13/2007	58587	3254	Coos County Solid Waste Dept	10-00-2005	44.00
12/07	12/13/2007	58588	182	Coos-Curry Electric	10-00-2005	1,301.37
12/07	12/13/2007	58589	2542	Crystal Fresh Bottled Water	10-00-2005	160.00
12/07	12/13/2007	58590	151	Curry Coastal Pilot	10-00-2005	463.48

M = Manual Check, V = Void Check

Check Register - Summary
 GL Posting Period(s): 12/07 - 12/07
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12/07	12/13/2007	58591	195	Curry Transfer & Recycling	10-00-2005	709.43
12/07	12/13/2007	58592	284	Day-Wireless Systems	10-00-2005	135.05
12/07	12/13/2007	58593	185	Del Cur Supply	10-00-2005	35.00
12/07	12/13/2007	58594	3017	DOI-USGS	10-00-2005	7,430.00
12/07	12/13/2007	58595	153	Ferrellgas	10-00-2005	264.43
12/07	12/13/2007	58596	3915	Harrang/Long/Gary/Rudnick PC	10-00-2005	3,408.37
12/07	12/13/2007	58597	1699	Imagistics	10-00-2005	219.65
12/07	12/13/2007	58598	544	Législative Counsel Committee	10-00-2005	390.00
12/07	12/13/2007	58599	328	Les Schwab Tire Center	10-00-2005	193.99
12/07	12/13/2007	58600	867	Local Gov't Personnel Inst	10-00-2005	480.00
12/07	12/13/2007	58601	299	Lorings Sporting Goods	10-00-2005	526.24
12/07	12/13/2007	58602	424	Munnell & Sherrill	10-00-2005	26.10
12/07	12/13/2007	58603	279	One Call Concepts, Inc	10-00-2005	24.15
12/07	12/13/2007	58604	1561	Pacific Coast Hearing Center	10-00-2005	300.00
12/07	12/13/2007	58605	3264	Pacific Electrical Contr Inc	10-00-2005	1,998.26
12/07	12/13/2007	58606	252	Paramount Pest Control	10-00-2005	38.00
12/07	12/13/2007	58607	293	Petty Cash	10-00-2005	217.28
12/07	12/13/2007	58608	169	Roto Rooter	10-00-2005	198.00
12/07	12/13/2007	58609	3369	Schwabe Williamson & Wyatt PC	10-00-2005	2,301.00
12/07	12/13/2007	58610	2025	Scientific Distributors LLC	10-00-2005	326.04
12/07	12/13/2007	58611	4071	Sharron Johnston	10-00-2005	22.22
12/07	12/13/2007	58612	380	Stadelman Electric Inc	10-00-2005	9,312.25
12/07	12/13/2007	58613	142	Tidewater Contractors Inc	10-00-2005	806.52
12/07	12/13/2007	58614	136	United Pipe & Supply Co Inc	10-00-2005	2,047.75
12/07	12/13/2007	58615	1523	United Rentals Northwest Inc	10-00-2005	735.00
12/07	12/13/2007	58616	991	Verizon Northwest	10-00-2005	543.01
12/07	12/13/2007	58617	861	Village Express Mail Center	10-00-2005	12.36
12/07	12/20/2007	58618	4058	44Mag Distributing LLC	10-00-2005	50.00
12/07	12/20/2007	58619	882	Advanced Security Systems	10-00-2005	18,587.50
12/07	12/20/2007	58620	4076	Associated Business Systems	10-00-2005	9.17
12/07	12/20/2007	58621	146	Bay West Supply, Inc	10-00-2005	446.76
12/07	12/20/2007	58622	1522	Blumenthal Uniforms	10-00-2005	182.02
12/07	12/20/2007	58623	159	CAL/OR Insurance Specialist	10-00-2005	354.00
12/07	12/20/2007	58624	3015	Charter Communications	10-00-2005	1,145.39
12/07	12/20/2007	58625	822	Coast Auto Center	10-00-2005	264.35
12/07	12/20/2007	58626	4077	Colt Burley	10-00-2005	80.35
12/07	12/20/2007	58627	182	Coos-Curry Electric	10-00-2005	3,461.29
12/07	12/20/2007	58628	259	Da-Tone Rock Products	10-00-2005	182.38
12/07	12/20/2007	58629	3342	Fastenal	10-00-2005	90.77
12/07	12/20/2007	58630	298	Freeman Rock, Inc	10-00-2005	170.63
12/07	12/20/2007	58631	269	Grainger	10-00-2005	955.54
12/07	12/20/2007	58632	198	Grants Pass Water Lab	10-00-2005	155.10
12/07	12/20/2007	58633	139	Harbor Logging Supply	10-00-2005	64.85
12/07	12/20/2007	58634	131	HGE, Inc	10-00-2005	26,782.89
12/07	12/20/2007	58635	438	John Bishop	10-00-2005	159.80
12/07	12/20/2007	58636	4064	Johnson's Const. Co. of OR Inc	10-00-2005	1,350.00
12/07	12/20/2007	58637	262	Kim Hunnicutt Court Reporting	10-00-2005	54.00
12/07	12/20/2007	58638	4078	Kristen Marrell	10-00-2005	84.00
12/07	12/20/2007	58639	202	League of Oregon Cities	10-00-2005	932.93
12/07	12/20/2007	58640	328	Les Schwab Tire Center	10-00-2005	20.50
12/07	12/20/2007	58641	4075	Mike & Bradlee Snow	10-00-2005	20,000.00
12/07	12/20/2007	58642	155	Mory's	10-00-2005	12.50
12/07	12/20/2007	58643	4079	Murphy Villas	10-00-2005	46.00
12/07	12/20/2007	58644	685	Nelson Research Corporation	10-00-2005	60.00
12/07	12/20/2007	58645	375	OR Department of Revenue	10-00-2005	73.00
12/07	12/20/2007	58646	449	Oregon Mayors Association	10-00-2005	83.00
12/07	12/20/2007	58647	2089	OVFA	10-00-2005	175.00

M = Manual Check, V = Void Check

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12/07	12/20/2007	58649	866	Pitney Bowes Global Financial	10-00-2005	137.00
12/07	12/20/2007	58650	1193	PRN Data Services, Inc	10-00-2005	1,099.00
12/07	12/20/2007	58651	187	Quality Fast Lube & Oil	10-00-2005	35.00
12/07	12/20/2007	58652	2221	Ramar Apartments	10-00-2005	192.42
12/07	12/20/2007	58653	4074	Rick Bishop	10-00-2005	17,910.50
12/07	12/20/2007	58654	4072	Ryan Rettke	10-00-2005	12.28
12/07	12/20/2007	58655	2025	Scientific Distributors LLC	10-00-2005	274.86
12/07	12/20/2007	58656	3093	Shelton-Turnbull Printers Inc	10-00-2005	94.22
12/07	12/20/2007	58657	2426	SOC-ICC	10-00-2005	10.00
12/07	12/20/2007	58658	380	Stadelman Electric Inc	10-00-2005	4,431.27
12/07	12/20/2007	58659	142	Tidewater Contractors Inc	10-00-2005	757.06
12/07	12/20/2007	58660	2097	Tim & Tammy Beckley	10-00-2005	18.30
12/07	12/20/2007	58661	136	United Pipe & Supply Co Inc	10-00-2005	3,296.27
12/07	12/20/2007	58662	1523	United Rentals Northwest Inc	10-00-2005	387.95
12/07	12/20/2007	58663	1651	United States Plastics Corp	10-00-2005	28.37
12/07	12/20/2007	58664	4073	William Burletson	10-00-2005	6.39
12/07	12/20/2007	58665	686	Worlton Auto Body	10-00-2005	86.50
12/07	12/26/2007	58666	145	EBS Trust	10-00-2005	38.70
12/07	12/26/2007	58667	144	OR Teamster Employers Trust	10-00-2005	15,791.36
12/07	12/26/2007	58668	189	OR Teamster Employers Trust	10-00-2005	12,830.48
12/07	12/26/2007	58669	3433	OR Teamster Employers Trust	10-00-2005	17,765.28
12/07	12/26/2007	58670	214	Regence Life & Health Ins	10-00-2005	274.50
12/07	12/26/2007	58671	213	Teamsters Local Union 223	10-00-2005	751.00
12/07	12/26/2007	58672	3404	Teamsters Local Union 223	10-00-2005	920.00
12/07	12/27/2007	58673	4080	Aquastore NW Inc	10-00-2005	32,822.50
12/07	12/27/2007	58674	146	Bay West Supply, Inc	10-00-2005	43.49
12/07	12/27/2007	58675	1522	Blumenthal Uniforms	10-00-2005	89.98
12/07	12/27/2007	58676	2121	Bound Tree Medical LLC	10-00-2005	692.85
12/07	12/27/2007	58677	822	Coast Auto Center	10-00-2005	4.72
12/07	12/27/2007	58678	183	Colvin Oil Company	10-00-2005	2,935.29
12/07	12/27/2007	58679	182	Coos-Curry Electric	10-00-2005	15,100.75
12/07	12/27/2007	58680	337	Curry County Public Health	10-00-2005	636.00
12/07	12/27/2007	58681	648	Curry County Sheriffs Office	10-00-2005	3,916.00
12/07	12/27/2007	58682	173	Curry Equipment Company	10-00-2005	204.00
12/07	12/27/2007	58683	2775	Curtiss Lunsford	10-00-2005	53.00
12/07	12/27/2007	58684	259	Da-Tone Rock Products	10-00-2005	1,444.15
12/07	12/27/2007	58685	4082	Don Ulbricht	10-00-2005	20.54
12/07	12/27/2007	58686	2117	Edge Wireless	10-00-2005	251.61
12/07	12/27/2007	58687	269	Grainger	10-00-2005	85.90
12/07	12/27/2007	58688	2109	Granite Construction Co.	10-00-2005	448.20
12/07	12/27/2007	58689	4084	Helga D Chillis	10-00-2005	40.28
12/07	12/27/2007	58690	1699	Imagistics	10-00-2005	165.33
12/07	12/27/2007	58691	4083	Jeffrey Bruno	10-00-2005	59.45
12/07	12/27/2007	58692	299	Lorings Sporting Goods	10-00-2005	86.00
12/07	12/27/2007	58693	1127	Lyle Signs Inc	10-00-2005	11.00
12/07	12/27/2007	58694	155	Mory's	10-00-2005	18.44
12/07	12/27/2007	58695	442	OCCMA	10-00-2005	171.70
12/07	12/27/2007	58696	695	P & S Construction Co, Inc	10-00-2005	200.00
12/07	12/27/2007	58697	1251	Performance Promotions	10-00-2005	807.29
12/07	12/27/2007	58698	4086	Phil Peck & Kathy Damron	10-00-2005	101.94
12/07	12/27/2007	58699	207	Quill Corporation	10-00-2005	72.50
12/07	12/27/2007	58700	3782	Sensus Metering Systems	10-00-2005	1,200.00
12/07	12/27/2007	58701	4071	Sharron Johnston	10-00-2005	23.91
12/07	12/27/2007	58702	3013	Skip Watwood	10-00-2005	8.92
12/07	12/27/2007	58703	1626	Softchoice Corporation	10-00-2005	993.10
12/07	12/27/2007	58704	612	Strahm's Sealcoat	10-00-2005	1,710.00

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Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
12/07	12/27/2007	58705	4085	Susan Foreman	10-00-2005	14.16
12/07	12/27/2007	58706	3752	Trace Analytics Inc	10-00-2005	75.00
12/07	12/27/2007	58707	161	United Communications Inc	10-00-2005	1,563.39
12/07	12/27/2007	58708	136	United Pipe & Supply Co Inc	10-00-2005	13,804.95
12/07	12/27/2007	58709	1523	United Rentals Northwest Inc	10-00-2005	47.00
12/07	12/27/2007	58710	861	Village Express Mail Center	10-00-2005	26.32
12/07	12/27/2007	58711	282	GFOA	10-00-2005	350.00
12/07	12/27/2007	58712	444	Secretary of State	10-00-2005	40.00
12/07	12/27/2007	58713	444	Secretary of State	10-00-2005	300.00
12/07	12/28/2007	58714	526	Joe Ingwersen	10-00-2005	19,965.44
Totals:						<u>352,321.02</u>

Dated: _____

Mayor: _____

City Council: _____

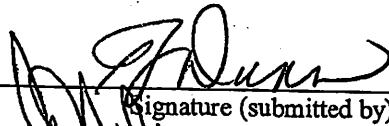
City Recorder: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: Jan. 14, 2008

Originating Dept: Administration



Signature (submitted by)

City Manager Approval

Subject: BUDGET CALENDAR AND APPOINTMENT OF BUDGET OFFICER

Recommended Motion:

TO APPROVE THE APPOINTMENT OF ADMINISTRATIVE SERVICES DIRECTOR AS THE BUDGET OFFICER AND APPROVE THE BUDGET CALENDAR FOR FISCAL YEAR 2008-2009 AS PRESENTED.

Financial Impact: NONE

Background/Discussion:

Each year the City Council must appoint a Budget Officer. The Budget Calendar follows the same schedule as have been proposed for past budget calendars. The dates comply with the State laws for creating local budgets. The appointment of Administrative Services Director as the Budget Officer complies with past practice. However, there are no Charter, City Ordinances or State rules that require the Finance Director duties include the Budget Officer role. In the two cities I have worked before, they each handled it differently. At one city the Mayor was the Budget Officer and at the other City the City Manager was the Budget Officer. However, as the Finance Director, I was the one who put the budget together for the past six years.

Policy Considerations: NONE

Attachment(s): BUDGET CALENDAR.



CITY OF BROOKINGS 2008 – 2009 BUDGET CALENDAR

January 14, 2008	.....	City Council to appoint Budget Officer and approve budget calendar
January 21, 2008	.....	Budget worksheets to department Directors
March 3, 2008	.....	Completed department budget worksheets returned to Administrative Services Director
April 5, 2008	.....	Publish 1 st notice of Budget Committee meeting
April 12, 2008	.....	Publish 2 nd notice of Budget Committee meeting
April 21, 2008	.....	Budget Committee meeting (dates for additional meetings, if necessary, will be set at this meeting)
May 17, 2008	.....	Publish budget summary and notice of Hearing
June 9, 2008	.....	Budget Hearing
June 23, 2008	.....	Budget adoption by City Council

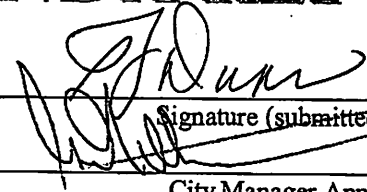
**City of Brookings Tax District
Urban Renewal Plan Tax District**

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: Jan. 14, 2008

Originating Dept: Administration


Signature (submitted by)

City Manager Approval

Subject: FY 2006-2007 Annual Audit

Recommended Motion:

To accept the Comprehensive Annual Financial Report for the Fiscal Year 2006-2007 as provided by Wall & Wall P.C. for the City of Brookings.

Financial Impact:

\$21,325.00 Paid to Wall & Wall

Background/Discussion:

This is required by ORS for a Comprehensive Annual Financial Report (CAFR) to be conducted on an annual basis within six months of the close of the fiscal period. The auditor's report state the audit was conducted in accordance of auditing standards contained in the Government Auditing Standards. The audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Wall & Wall found the City's accounting records to be sufficient for audit and the internal control structure was adequate. The City's financial activities showed they met requirements for collateral coverage, indebtedness, insurance and fidelity bonding, investments, public contracts and disclosures, and appropriate use of highway funds. However, the auditor's findings, found the City was over expended in the Debt Service Bond Fund due to the City not budgeting 20% of the 2003 advance refunding debt. Additionally, the City complied with the laws, rules and regulations pertaining to programs funded wholly or partially by other governmental agencies.

Brief highlights of the City's financial activities and the financial position are explained in the Management's Discussion and Analysis on page 3.

Policy Considerations:

None

Attachment(s):


FY 2006-07 CAFR City of Brookings

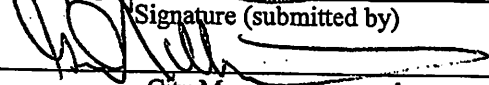
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: January 14, 2008

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Governor Kulongoski's response to the City regarding Oregon Marine Reserves.

Recommended Motion:

Authorize the Mayor to write a letter to Governor Kulongoski thanking him for his response to the City's letter regarding the Oregon Marine Reserves.

Financial Impact:

None.

Background/Discussion:

On October 15, 2007, the City Council sent a letter to Governor Kulongoski outlining the City's concerns on the establishment of Oregon Marine Reserves off the Oregon Coast. Attached is the Governor's response to the City and supporting documentation.

Policy Considerations:

None.

Attachment(s):

Letter from Governor Kulongoski
Letter from City to Governor Kulongoski
Oregon Coastal Zone Management Association (OCZMA) Resolution
OCZMA's letter to Governor Kulongoski
Governor's letter to OCZMA
Governor's statement to Oregon Fishing Industry Representatives



THEODORE R. KULONGOSKI
Governor

December 14, 2007

The Honorable Pat Sherman
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Mayor Sherman and Members of the Brookings City Council:

Thank you for your letter regarding the establishment of marine reserves within Oregon's nearshore waters. I recognize that you are concerned about the potential effects this ocean proposal may have on the City of Brookings. Please know that I am acutely aware of the economic challenges faced by Oregon's coastal communities. Family wage jobs and economic opportunity loom just as important as marine reserves. In brief, I will not support actions that will further limit the economic viability of Oregon's fishing industry. Below please find my responses to your questions:

1. *Is there scientific evidence that the proposed marine reserves are either necessary or desirable for the health of the Oregon coastal waters? Put simply, do we know that there is a problem? If so, how may we access information substantiating its existence?*

Scientists have demonstrated that marine reserves successfully protect ocean habitats and marine plants and animals in the United States and around the world, however, we have not yet tested them here in Oregon. With an increasing number of uses of our ocean, and a lack of knowledge of the impacts such uses pose on our marine environment, it is important that we allow some portions of the coast to be left undisturbed. Marine reserves are an important tool that the state can use to sustainably manage our marine resources for present and future generations.

For information about the challenges facing Oregon's nearshore waters, please visit the Oregon Department of Fish and Wildlife's *Nearshore Marine Resources Management Strategy* at <http://www.dfw.state.or.us/MRP/nearshore/index.asp>. For information about the benefits provided by marine reserves you may also like to visit <http://www.piscoweb.org/outreach/pubs>.

2. *Has anyone studied the potential short term and/or long term economic impact of the reserves on coastal communities?*

Economic considerations are an important part of the marine reserves process. First, a person nominating a reserve must describe possible economic effects of siting a reserve in their proposed location. Second, the Science and Technical Advisory Committee (STAC) to the Ocean Policy Advisory Council (OPAC) will factor socioeconomics into its evaluation of the marine reserve nominations submitted by the public. Third, once potential sites have been identified, separate agency action is needed to finalize and implement the reserves. An economic and social impact analysis is mandated by the Administrative Procedures Act for all state rulemaking and will be

integral in the process of rulemaking by the various agencies with jurisdiction over the implementation of the proposals.

3. *If the reserves are established, how will they be monitored for meeting pre-determined outcome objectives? Have these objectives been developed?*

OPAC's Marine Reserve Working Group (MRWG) is in the process of finalizing Oregon's marine reserve objectives with the assistance of STAC. The full OPAC is scheduled to consider the objectives on January 8. Also in January, the MRWG will work with STAC to establish the specific criteria that will be used to evaluate each marine reserve that is nominated. Separate protocols will be developed for monitoring the reserves once they have been created along Oregon's coast.

4. *Who will be responsible for enforcing the rules governing the reserves? How will the overall project be funded?*

Depending on location of the marine reserves, the Oregon State Police Fish and Wildlife (OSP F&W) Division would perform enforcement of these areas through observations from land utilizing optics including binoculars, spotting scopes and night vision. Additionally, the OSP F&W Division has at its disposal seven Zodiac (rigid hull inflatable) patrol vessels stationed strategically along the Oregon Coast. These patrol vessels are 24 feet and under in length and are typically used only in fair ocean conditions during daylight hours. Finally, the OSP F&W Division is actively pursuing funding and authority for purchasing a large patrol vessel in the 60 foot range to facilitate recreational and commercial fisheries enforcement in the Pacific Ocean with the idea of stationing the vessel in the Port of Newport so as to be centrally located along the Oregon Coast. Finally, coastal communities and fishermen may voluntarily assist in enforcement of the marine reserves. Locally nominated sites are likely to be watched by residents in order to ensure that a few unlawful ocean users do not take advantage of a site that is closed to extractive activities.

5. *Will there be definite timelines for assessing the effectiveness of the reserves with guidelines for changes if they are indicated by scientific data collection?*

The marine reserves should be based on the best available information available to us. Where information is limited, we should use the precautionary approach. New data that emerges can be applied through management efforts. In addition, research projects having obtained appropriate state permits will be allowed inside reserves after they are established.

During the 2009 legislative session, I will seek funding for the Oregon Department of Fish and Wildlife for monitoring the reserves to test their effectiveness in conserving marine habitats and biodiversity while minimizing possible adverse social and economic impacts on ocean users and ocean-dependent communities. The research conducted in the reserves and the new data that emerges can be applied to future management of the areas. If a reserve is not meeting the goal, it can be altered, moved, or removed from the network.

6. *The Council also notes that there is a vacancy on the OPAC for the position defined for the South Coastal County Commissioner. We suggest that this position be filled as soon as possible.*

Thank you for your input.

7. *What plans are being made to involve, at a substantive level, the stakeholders in the coastal communities that will be affected by the marine reserves?*

Coastal communities and the general public are encouraged to participate throughout the nomination and designation process. A great deal of expertise is tapped through such a process. First, OPAC consists of stakeholders such as recreational and commercial fishermen, a port representative, coastal local elected officials and conservationists. With direct help from members of coastal communities, MRWG will identify outreach activities that will supplement current OPAC action. Second, the general public is invited to attend OPAC and MRWG meetings (which are predominantly held on the coast) to listen and provide public comment, as well as receive information via email from OPAC between meetings. Third, and most importantly, the public is encouraged to nominate sites for marine reserves and share their expertise with OPAC. Finally, public comment is an essential component of the agency rulemaking process, which will commence after OPAC forwards its recommendations for marine reserve sites to the Governor.

In closing, as you may know, I recently met with 14 members of the fishing industry regarding the topics of wave energy and marine reserves. They raised many of the same thoughtful concerns that were highlighted in your letter. As a result of the feedback I have received from coastal communities on my marine reserve proposal, I committed to the fishermen that less than ten reserves would be established in Oregon's Territorial Sea. Attached please find a copy of my statement to that effect.

Thank you again for contacting me with your questions about Oregon's marine reserves process. I hope that you will encourage members of your community to submit a reserve nomination to OPAC for consideration. Please feel free to contact Jessica Hamilton on my staff at 503-986-6543, if you wish to discuss any of the concerns you raised in your letter in more detail.

Sincerely,


THEODORE R. KULONGOSKI
Governor

TRK:jh:ab
Attachment

Theodore R. Kulongoski
Governor



NEWS RELEASE
FOR IMMEDIATE RELEASE
November 1, 2007

Contact:

Patty Wentz, 503.378.6169

Rem Nivens, 503.378.6496

Statement of Governor Kulongoski to Oregon Fishing Industry Representatives

"Thank you for coming here today. I appreciate your candor. Please know that I am listening and that no Marine Reserves will be established without even more input from you and the other stakeholders. The people who live and work on the ocean must have a place at the table. That table is the OPAC process and I am asking for your robust participation.

But as you participate, here's something you should be aware of. I am making this commitment to you today:

- I am asking FERC to limit the permitting of wave energy to 5 to 7 sites. This way we can make longer-range decisions about both wave parks and energy generation informed by science and after careful analysis of the economic and social effects of these new uses of the ocean. To assure that such analysis is as complete as necessary and to ensure that FERC takes our concerns about effects seriously, I will give serious consideration to asking state agencies and OPAC to amend the Territorial Sea Plan to address wave energy. That amendment would trigger amendment of Oregon's Coastal Zone Management Plan which FERC must pay attention to as it sites energy projects in the future.
- I am encouraging OPAC to limit its recommendations for reserves to less than 10 reserve sites that are large enough to provide for scientifically testing the ecological benefits they might produce, but small enough to avoid economic or social impacts, such as loss of significant fishing opportunities.



October 15, 2007

The Honorable Ted Kulongoski
Governor of Oregon
900 Court St., N.E. #254
Salem, Oregon 97301

Re: **Proposed Oregon Marine Reserves**

Dear Governor Kulongoski:

At its meeting of October 8, 2007, the Brookings City Council discussed the issue of the emerging proposal for development of marine reserves along the Oregon coast. At the termination of the discussion, the Council agreed that there remain a sufficient number of questions about the project that the City of Brookings would like to put its reservations on record.

The Council's concerns include, but are not limited to, the following:

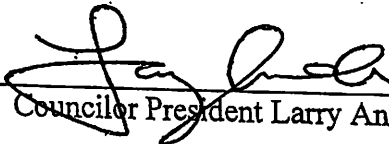
1. Is there scientific evidence that the proposed marine reserves are either necessary or desirable for the health of the Oregon coastal waters? Put simply, do we know that there is a problem? If so, how may we access information substantiating its existence?
2. Has anyone studied the potential short term and/or long term economic impact of the reserves on coastal communities?
3. If the reserves are established, how will they be monitored for meeting pre-determined outcome objectives? Have these objectives been developed?
4. Who will be responsible for enforcing the rules governing the reserves? How will the overall project be funded?
5. Will there be definite timelines for assessing the effectiveness of the reserves with guidelines for changes if they are indicated by scientific data collection?
6. The Council also notes that there is a vacancy on the OPAC for the position defined for South Coastal County Commissioner. We suggest that this position be filled as soon as possible.
7. What plans are being made to involve, at a substantive level, the stakeholders in the coastal communities that will be affected by the marine reserves?

Brookings City Council requests that great care be taken to fill in the information gaps evident in the most recent (9/27/07) draft Oregon Marine Reserve Policy Guidance document before moving forward with implementation of this or any alternative plan to establish Oregon coastal marine reserves. The marine reserves plan has the potential to significantly impact coastal communities such as ours which depend on the ocean for its subsistence at many levels. Obviously, we want our sea kept healthy, but we need to know the best, evidence-based way to achieve this common goal.

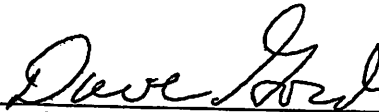
Thank you for considering these questions and concerns.



Mayor Pat Sherman



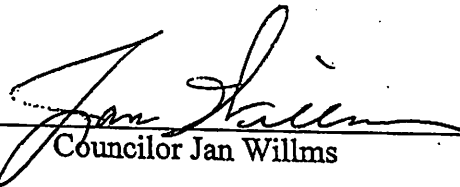
Councilor President Larry Anderson



Councilor Dave Gordon



Councilor Ron Hedenskog



Councilor Jan Willms

Cc: Frank Warrens, MRWG Chair
50 N.W. 20th Avenue
Portland, Oregon 97209

Greg McMurray, OPAC Staff
Department of Land Conservation and Development
635 Capitol St. S.E.,
Salem, Oregon 97301



Oregon Coastal Zone Management Association

P.O. Box 1033 • 313 S.W. 2nd • Suite C • Newport, Oregon 97365 • Tel: 541-265-8918 / 265-6651 • Fax: 541-265-5241 • www.oczma.org

Adopted Unanimously by the OCZMA Membership in Attendance on October 12, 2007 in Reedsport, Oregon

WHEREAS, the State of Oregon has *not* committed resources to inventory Oregon's Territorial Sea (0 to 3 miles) to provide baseline information needed to support a marine reserve(s) siting process for state waters;

WHEREAS, the State of Oregon has *not* committed resources to monitor and enforce a marine reserve or a limited system of marine reserves in state waters if marine reserves are established;

WHEREAS, the State of Oregon has *not* committed resources to research the efficacy of marine reserves in state waters; such information that will be needed for adaptive management;

WHEREAS, the Marine Reserves Working Group (MRWG) and the Scientific & Technical Advisory Committee (STAC) working under the Ocean Policy Advisory Council (OPAC) have *not* been given the resources or time to develop science-based criteria for the siting of marine reserves in state waters;

WHEREAS, there were no consultations with the Ocean Policy Advisory Council (OPAC), elected officials on the Oregon Coast or members of the recreational or commercial fishing industry prior to the announcement of a public nomination process for the siting of marine reserves in state waters;

WHEREAS, issues regarding certain legal authorities of the Ocean Policy Advisory Council (OPAC) remain unresolved, although OPAC members have requested these issues be addressed;

WHEREAS, the voting seat on the Ocean Policy Advisory Council (OPAC) for a county commissioner from the South Oregon Coast continues to remain unfilled by Governor Kulongoski;

WHEREAS, the State of Oregon has *not* committed resources to document and analyze the socio-economic impacts of proposed marine reserve sites;

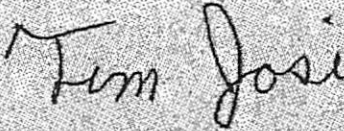
WHEREAS, a state planning process to evaluate the cumulative impacts of marine reserves and wave energy development in state waters on the marine environment and the economy of the Oregon Coast has *not* been established;

City of Brookings • City of Coos Bay • City of Depoe Bay • City of Florence • City of Garibaldi • City of Lakeside • City of Lincoln City • City of Nehalem
City of Newport • City of North Bend • City of Port Orford • City of Reedsport • City of Rockaway Beach • City of Tillamook • City of Toledo • City of Yachats
Clatsop County • Clatsop Soil & Water Conservation District • Coos County • Coos Soil & Water Conservation District • Coquille Indian Tribe • Curry County
Curry Soil & Water Conservation District • Douglas County • Lane County • Lincoln County • Lincoln Soil & Water Conservation District • Port of Astoria
Port of Astoria • Port of Bandon • Port of Brookings Harbor • Oregon International Port of Coos Bay • Port of Garibaldi • Port of Gold Beach
Port of Nehalem • Port of Newport • Port of Port Orford • Port of Siuslaw • Port of Tillamook Bay • Port of Toledo • Port of Umpqua
Siuslaw Soil & Water Conservation District • Tillamook County • Tillamook Soil & Water Conservation District • Umpqua Soil & Water Conservation District

WHEREAS, major advances in fisheries management have made Oregon's ocean commercial and recreational fisheries in state waters sustainable, which, in turn, affords OPAC ample time to develop science-based criteria and support a public process to explore the potential costs and benefits of marine reserves;

WHEREAS, the public nomination process for marine reserves, as presently proposed, will likely further polarize the issue of marine reserves in Oregon and slow progress at reaching consensus on the establishment of a limited system of marine reserves in state waters;

NOW, THEREFORE, BE IT RESOLVED, that the Oregon Coastal Zone Management Association (OCZMA) urges Governor Kulongoski to cancel or postpone the proposed public nomination process for marine reserves, scheduled for early 2008, to allow time to engage in a genuine dialogue with the impacted parties and local governments on the Oregon Coast about alternatives that incorporate local government and resident concerns and expertise, as required under ORS 196.420(6) and other established state ocean management policies.

A handwritten signature in black ink that reads "Tim Josi". The signature is written in a cursive, flowing style.

Commissioner Tim Josi (Tillamook County), Chair
Oregon Coastal Zone Management Association (OCZMA)



Oregon Coastal Zone Management Association

P.O. Box 1033 • 313 S.W. 2nd • Suite C • Newport, Oregon 97365 • Tel: 541-265-8918 / 265-6651 • Fax: 541-265-5241 • www.oczma.org

November 15, 2007

The Honorable Ted Kulongoski
Governor of the State of Oregon
Oregon State Capitol
900 Court Street, NE, Room 160
Salem, Oregon 97301-4047

RE: MARINE RESERVES AND WAVE ENERGY ON THE OREGON COAST

Dear Governor Kulongoski:

I am writing today to thank you for holding the meeting on November 1, 2007 with the Coastal Caucus and a delegation of people involved in commercial and recreational ocean fisheries. I also want to let you know we are encouraged by the written statement on marine reserves you issued on November 1, 2007.

Here's why. In the last month or two, OCZMA and a number of ports and local jurisdictions on the Oregon Coast wrote letters/resolutions expressing strong concerns about the open nomination process for marine reserves. In a nutshell, most of these letters/resolutions made the following points:

- (1) The State of Oregon needs to ensure local socio-economic concerns are factored into the evaluation of marine reserve study sites (and, for that matter, wave energy development);
- (2) The State of Oregon needs to ensure adequate resources are committed to carry out needed research and enforcement activities; and
- (3) The State of Oregon should anchor a marine reserve siting process at the local level, *an inclusive process* that takes full advantage of local knowledge and maximizes local buy-in to the process.

Again, your November 1st statement sent us a clear signal that you understand many of our concerns. In particular, we find the sentence in your statement, "The new ocean uses must benefit—not disrupt—existing economic and recreational uses of our ocean," particularly reassuring.

We also strongly endorse your comment that funding must be identified *in advance* of implementation. Indeed, there are acute research needs (such as mapping the Territorial Sea) that will require a substantial commitment of state resources.

City of Brookings • City of Coos Bay • City of Depoe Bay • City of Florence • City of Garibaldi • City of Lakeside • City of Lincoln City • City of Nehalem
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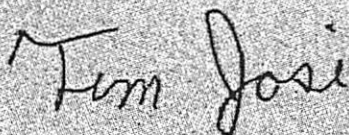
Governor Ted Kulongoski, State of Oregon
Re: Marine Reserves and Wave Energy on the Oregon Coast
Page Two—November 15, 2007

To make your constructive sentiments operational, we must establish a locally-driven planning process where leaders of the recreational and commercial fisheries can feel comfortable sharing information. That's the only way the Ocean Policy Advisory Council (OPAC) will get the information about marine environment and our ocean fisheries it needs to avoid causing unwarranted socio-economic impacts.

I would also like to comment on your call to limit wave energy facilities to 5 to 7 sites in Oregon's Territorial Sea, and, that OPAC should limit its recommendation to 10 or less marine reserve sites in Oregon waters. For us, the number of sites for marine reserves and wave energy facilities and the size of those sites, while important, are secondary considerations. *It's the location* of marine reserves or wave energy facilities that's of central concern. In theory, if located correctly (e.g., *not* in key fishing grounds), over time, we could end up supporting even more marine reserves and wave energy facilities than your November 1st statement proposes. The focus on location underscores our central point that only by tapping into local knowledge will it be possible to find *locations* for marine reserves and wave energy facilities that can attract local support. Local support will follow if these sites, as you so ably suggest, benefit and don't disrupt existing economic and recreational uses of our ocean.

Again, thank you for your November 1st written statement and for your dialogue with recreational and commercial fishing industry representatives. We believe you've substantially enhanced the chances a constructive dialogue about these complex issues can go forward. We stand ready to work with you.

Sincerely,



Tim Josi, Chair
OREGON COASTAL ZONE MANAGEMENT ASSOCIATION (OCZMA)

TI:OH/gy

cc: OCZMA Membership
Oregon Coastal Legislators (Senators Betsy Johnson, Jeff Kruse, Joanne Verger;
Representatives Deborah Boone, Jean Cowan, Wayne Krieger, Arnie Roblan,
Brad Witt)
Secretary of State Bill Bradbury
Mike Carrier, Governor's Natural Resources Policy Director
Jessica Hamilton, Governor's Natural Resources Advisor
Louise Solliday, Director, Oregon Department of State Lands (ODSL)
Roy Elicker, Director, Oregon Department of Fish & Wildlife (ODFW)
Scott McMullen, Chair, Ocean Policy Advisory Council (OPAC)



THEODORE R. KULONGOSKI
Governor

December 14, 2007



The Honorable Tim Josi, Chair
Oregon Coastal Zone Management Association
PO Box 1033
Newport, OR 97365

Dear Commissioner Josi:

Thank you for sending me the Oregon Coastal Zone Management Association (OCZMA) resolution regarding the establishment of marine reserves within Oregon's nearshore waters, as well as a recent letter on this topic. I recognize that members of OCZMA are concerned about the potential effects this ocean proposal may have on coastal communities and I certainly appreciate their interest. I believe that marine reserves can be designated in a manner that supports a healthy, productive ocean and does not limit the economic viability of Oregon's fishing industry and related businesses.

I appreciate your support for my request to the Ocean Policy Advisory Council (OPAC) that it limit its recommendations to less than 10 marine reserves. I believe that the public nomination process that OPAC will use is an excellent way to engage ocean users in identifying potential sites. This unique process is designed to use the expertise of those who fish and live on the ocean and have a great deal of data about habitats and special places.

Oregon's marine reserve process will succeed if knowledgeable coastal residents participate and support their creation. I hope that OCZMA will encourage its members to submit locally-based reserve nominations to OPAC for consideration. Please feel free to contact Jessica Hamilton on my staff at 503-986-6543, if you wish to discuss opportunities for OCZMA to further engage in this historic process.

Sincerely,


THEODORE R. KULONGOSKI
Governor

TRK:jlab

Theodore R. Kulongoski
Governor



NEWS RELEASE
FOR IMMEDIATE RELEASE
November 1, 2007

Contact:

Patty Wentz, 503.378.6169

Rem Nivens, 503.378.6496

Statement of Governor Kulongoski to Oregon Fishing Industry Representatives

"Thank you for coming here today. I appreciate your candor. Please know that I am listening and that no Marine Reserves will be established without even more input from you and the other stakeholders. The people who live and work on the ocean must have a place at the table. That table is the OPAC process and I am asking for your robust participation.

But as you participate, here's something you should be aware of. I am making this commitment to you today:

- I am asking FERC to limit the permitting of wave energy to 5 to 7 sites. This way we can make longer-range decisions about both wave parks and energy generation informed by science and after careful analysis of the economic and social effects of these new uses of the ocean. To assure that such analysis is as complete as necessary and to ensure that FERC takes our concerns about effects seriously, I will give serious consideration to asking state agencies and OPAC to amend the Territorial Sea Plan to address wave energy. That amendment would trigger amendment of Oregon's Coastal Zone Management Plan which FERC must pay attention to as it sites energy projects in the future.
- I am encouraging OPAC to limit its recommendations for reserves to less than 10 reserve sites that are large enough to provide for scientifically testing the ecological benefits they might produce, but small enough to avoid economic or social impacts, such as loss of significant fishing opportunities.

- While I am eager for OPAC to provide its recommendations on reserves, I will assure you that I will not advocate for implementation of those recommendations until funding has been identified to address monitoring, enforcement and scientific research required to properly implement a system of reserves.
- I am committed to working closely with fishermen and coastal communities as we move forward with reserves and wave energy. As part of this commitment, I will be dispatching my Chief of Staff, Chip Terhune, to the coast to continue conversations with coastal communities. The new ocean uses must benefit - not disrupt - existing economic and recreational uses of our ocean.

Again I thank you for coming. This has been a very productive conversation and very helpful as we move forward to ensure that Oregon's oceans continue thrive for all uses."

-30-

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To: Brookings City Council through City Manager Gary Milliman
From: Lieutenant John Bishop
Date: January 4, 2008
Subject: Liquor License Application

The Brookings Police Department found no local disqualifying information on Melissa Warren-Benbow and Edward Coleman Benbow with their attached individual liquor license application. Melissa and Edward Benbow will be the owners of One Love, LLC located at 1011 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant is granted their request with final approval coming from the Oregon Liquor Control Commission.

Respectfully Submitted

A handwritten signature in black ink, appearing to be "J. Bishop", is written over the printed name of the signatory.

Lieutenant John Bishop
Brookings Police Department



898 ELK DRIVE
BROOKINGS, OR. 97415

www.brookings.or.us

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



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION



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: 107

Date: 12-18-07

90-day authority: ☐ Yes ☒ No

Applying as:

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

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

① ONE LOVE, LLC ③ _____

② _____

2. Trade Name (dba): One Love, LLC

3. Business Location: 1011 Chetco Ave. Brookings Curry OR 97415
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 6422 Brookings OR 97415
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: (541) 326-9039 (541) 326-9248 N/A
(phone) (fax)

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

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

8. Former Business Name: N/A

9. Will you have a manager? ☒ Yes ☐ No Name: Melissa Warren-Benbow
(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: Melissa Warren-Benbow (541) 326-9248
(name) (phone number(s))
820 Ransom Brookings N/A meledkids@charter.net
(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 Melissa Warren-Benbow Date 12-13-07 ③ _____ Date _____
② [Signature] Date 12-13-07 ④ _____ Date _____

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

MINUTES

City of Brookings

Urban Renewal Agency Meeting

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

Monday, December 10, 2007

Call to Order

Chair Sherman called the meeting to order at 10:08pm.

Roll Call

Present were Chair Pat Sherman, Directors Larry Anderson, Ron Hedenskog, Dave Gordon and Jan Willms; a quorum present. *Also present* were Executive Director Gary Milliman, Administrative Assistant Joyce Heffington, and approximately 5 public.

Minutes

- A. Approval of Urban Renewal Agency minutes for October 22, 2007.
- B. Acceptance of Urban Renewal Advisory Committee Minutes for September 20, 2007 and October 11, 2007

Director Hedenskog moved, a second followed and Agency voted unanimously to accept the minutes as written.

Regular Agenda

Executive Director Milliman reviewed the staff report regarding the Façade Improvement Program project located at 519 Chetco Avenue, generally stating that the project was not completed as approved and that the Urban Renewal Advisory Committee's (URAC) recommendation was to deny funding.

Noah Bruce, P.O. Box 61, Brookings, addressed the Agency generally stating that the paperwork for the project was incorrect and that it was his mistake and the owner's should not be penalized when the total cost of the project more than supported the match. He also generally stated that he had brought this error to the attention of staff, although it was well into the stucco process when he did so.

Mike and Bradlee Snow, 2832 Dashwood Street, California, addressed the Agency generally asking that payment of the match be made, stating that the final work on the project was as they had agreed upon with the contractor and that they had paid significantly more for the project than was required by the match.

URAC Chair Pete Chasar generally stated that the Committee's decision was simple and was based on a clear deviation from the estimates and visuals for the project as presented by the contractor and that the guidelines supported their decision. In response to a question from Director Gordon, he also stated that, if the project had been presented as completed, they would have approved funding.

After some discussion, the Agency generally agreed that the owner's should not be penalized for an error made by the contractor.

Director Hedenskog moved, a second followed and the Agency voted unanimously to authorize payment of the full amount of matching funds as previously approved for the Façade Improvement Program project located at located at 519 Chetco Avenue and approve a change in design of the project consistent with the completed project.

Executive Director Milliman reviewed the staff report recommending that the Agency approve the Operating Agreement with the Brookings Harbor Soccer League for the development of the multipurpose field and funding up to \$17,000 for the installation of a water line.

Director Anderson moved, a second followed and the Agency voted unanimously to approve the recommendation to authorize the installation of the water line [to serve a new multipurpose field at Azalea Park].

Adjournment

Director Hedenskog moved, and the Agency voted unanimously by voice vote to adjourn at 10:50pm.

Respectfully submitted:

ATTEST by City Recorder
this ____ day of _____, 2008:

Pat Sherman
Chair

Joyce Heffington
Interim City Recorder

Minutes
Special Meeting
Urban Renewal Advisory Committee
Council Chambers, 898 Elk Drive
Thursday, October 04, 2007

Call to Order: Chair Chasar called the meeting to order at 3:00 p.m.

Present:

Committee members: Chair Pete Chasar, Donna Cramer, Tony Parrish, Joyce Tromblee, Dan Nachel and Werner Buehler. Absent was Ted Fitzgerald. City Staff attending was Building Official LauraLee Gray. *Citizens in attendance* were Bob Peipers and Rick Bishop. *Also present* were applicants Rick Gray, Chuck Fidroeff and Emma McMillan.

Public Comments:

Rick Bishop commented that he is not getting email notification of special meetings. He also stated that there should be uniform design for dumpster screening when using matching Façade Improvement Program funds and asked what had happened to the funding left over from last year's Façade Improvement Program. Chair Chasar said he would follow up on both the email notification and the status of any remaining FIP funds.

Discussion Items:

Façade Improvement Program (FIP) applications:

702 Chetco Avenue - Grant amount requested \$20,000.00. After much discussion, it was determined that more information was needed regarding the owners tax-exempt status with regards to the use of FIP funds, more detail was needed in the bid, and there was concern that contractor not included in the bids would be performing the work.

Joyce Tromblee moved, a second followed and the Urban Renewal Advisory Committee voted unanimously to table the 702 Chetco Avenue Project to the next meeting.

520 and 522 Hemlock Street - Grant amount requested \$10,287.00.

Tony Parrish moved, a second followed and the Urban Renewal Advisory Committee voted unanimously to approve the project for 520 and 522 Hemlock Street for \$10,287.

Additional discussion items:


Tony Parrish suggested an earlier time frame for applications so work will be completed in the same year as funding is approved.

Joyce Tromblee suggested that a representative from Curry Transfer and Recycling should be invited as a guest speaker to give some direction on dumpster screening if the Committee is considering adoption of a uniform design.

Chair Chasar reported Council's concern that FIP guidelines and regulation were not being strictly enforced at the Committee level.

Adjournment: Meeting was adjourned at 3:55

Respectfully submitted,


Chair Pete Chasar (Approved at 11/8/07 meeting).

Minutes

Urban Renewal Advisory Committee

Council Chambers, 898 Elk Drive
Thursday, November 08, 2007

Call to Order: Chair Chasar called the meeting to order at 3:05 p.m.

Present:

Committee members: Chair Pete Chasar, Donna Cramer, Tony Parrish and Joyce Tromblee. Absent were Dan Nachel, Ted Fitzgerald and Werner Buehler. City Staff attending were Executive Director Gary Milliman, Building Official LauraLee Gray and Public Works Inspector Richard Christensen. Also in attendance were Council Liaison Jan Willms and Rick Bishop.

Minutes/Last Meeting:

- September 20, 2007, accepted as read
- October 4, 2007, accepted with minor change:
 - "Chair Chasar shared" to "Chair Chasar reported."
- October 11, 2007 accepted as read

Visitor Comments:

Rick Bishop expressed appreciation for results of the façade improvement program but still wants financial reports.

Façade Improvement Projects:

519 Chetco Avenue:

Joyce Tromblee moved, Tony Parrish seconded and the Committee voted unanimously to deny approval of funding due to deviations from approved project without prior approval for the project at 519 Chetco Avenue.

Streetscape report:

Public Works Inspector Christensen reported that the trees are doing well and a tree is still available for donation by Flora Pacifica. It would cost approximately \$500.00 to have the sidewalk cored and the tree planted. Tentatively the site for the tree will be in front of His Haven of Hope after all construction is completed. Trash cans are in place at the Pilot, Coldwell Banker, McDonalds, The Marketplace and Frontage Street. A suggestion was made to move the trash can at Elmer Bankus Park to make it less accessible to vehicles as people are using it for personal use.

Discussion Items:

City Manager Milliman is still waiting on budget proposals for preliminary designs for downtown; funding though economic development grants may be possible. Joyce

Tromblee suggested a bike rack be installed at the triangle of Chetco Avenue, Fern, and Fleet Streets. Donna Cramer commented on the danger of the Chetco Avenue bike trail ending abruptly into parking places. Pete Chasar suggested re-routing the bike lane to tie into the bike lane on Railroad Street.

The Committee was unaware of the recent change of parking regulations in the downtown area and expressed concern that, due to this change, creating new parking will now be a priority for the agency. City Manager Milliman reported that Dr. Rush is willing to continue to allow the public use of his downtown lot but is not interested in committing to a lease.


Tony Parrish suggested that we offer a 50% match for the cleanup of abandoned posts and signs around town. Donna Cramer stated that the dumpster screening needs to be pursued.

Tony Parrish expressed concern over Coos Curry Electric's proposal to remove trees from Stout Park and felt the Committee should make a recommendation to the City Council to ask for more information prior to approving this request.

Adjournment:

Meeting adjourned at 4:45pm.

Respectfully submitted,


Chair Pete Chasar
(Approved at 12/13/87 meeting).

Items for next meeting:

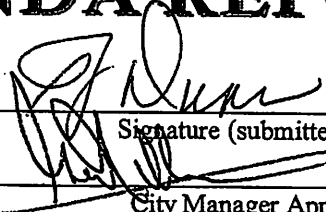
1. Elections for Chair and Vice Chair
2. Report back on façade project deadline dates – LauraLee Gray
3. Dumpsters in right of way- LauraLee Gray

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: Jan. 14, 2008

Originating Dept: Administration


Signature (submitted by)

City Manager Approval

Subject: FY 2006-2007 Annual Audit - URA

Recommended Motion:

To accept the Comprehensive Annual Financial Report for the Fiscal Year 2006-2007 as provided by Wall & Wall P.C. for the Brookings Urban Renewal Agency.

Financial Impact:

None of the auditor's expenses were taken from the Agency.

Background/Discussion:

This is required by ORS for a Comprehensive Annual Financial Report (CAFR) to be conducted on an annual basis within six months of the close of the fiscal period. The auditor's report state the audit was conducted in accordance of auditing standards contained in the Government Auditing Standards. The audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Their conclusions include the accounting records were properly maintained and the accounting and internal control structure was adequate. The results of tests indicate for the items tested, the Agency complied with the laws, rules, and regulations pertaining to programs funded wholly or partially by other governmental agencies, and for the items test, financial reports and related data were in agreement with and supported by the accounting records.

Brief highlights of the report are that net assets increased by 41% caused mostly by an increase in the tax increments of 37%, and annual expenditures increased by 65%.

Policy Considerations:

None

Attachment(s):

FY 2006-07 CAFR Brookings Urban Renewal Agency

CITY OF BROOKINGS

URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: January 14, 2007

Originating Dept: City Manager


Signature (submitted by)

Executive Director Approval

Subject:

Retain Financial and Legal Services for Debt Issuance and discuss prioritization of projects

Recommended Motion:

- 1) Motion to approve Agreements with Seattle Northwest Securities and Orrick, Herrington and Sutcliffe to undertake tax increment debt issuance.
- 2) Select project priorities or motion to refer project list back to the URAC for prioritization.

Financial Impact:

Debt issuance of up to \$3.5 million by the Urban Renewal Agency to be serviced by tax increment revenue.

Background/Discussion:

The Urban Renewal Plan (URP) adopted by the City in 2002 contemplated that the Agency would issue debt to finance urban renewal projects beginning in 2009. The Plan projected that tax increment revenues would reach \$290,700 annually by 2007 and \$460,104 by 2009 and \$460,104 by 2009. The adopted 2007-08 budget projects that tax increment revenues for the current year will be \$356,600.

The URP anticipates that there will be four long-term bond issues during the life of the URP, and states that "Bonds will be issued as revenues, projects requirements, and overall bond market conditions dictate" which indicates some flexibility in the bond sale schedule.

Staff has contacted several underwriters and financial advisors to obtain estimates of the net spendable proceeds that would be available based upon the Agency's current revenue. Generally, they have estimated that, if an Urban Renewal Tax Allocation Bond were issued today, the Agency could realize about \$2.5-2.8 million in net spendable proceeds. It would take 3-4 months to get the bonds sold.

According to the "*Administrative Guidelines and Procedures Manual for Urban Renewal Agencies in Oregon*" published by the Association of Oregon Redevelopment Agencies in February, 2001, "Tax increment revenues are to be used solely for the payment of principal and interest on indebtedness issued or incurred to carry out the urban renewal plan." The City's Urban Renewal Plan states that "Revenues are obtained from anticipated urban renewal bond proceeds and the proceeds of short term urban renewal notes."

The maximum indebtedness authorized under the Plan is \$15,825,000.

Staff has also discussed the debt issuance approach with three municipal finance firms/underwriters and three bond counsel firms. These firms have included Wedbush Morgan Securities, Seattle Northwest Securities, Henderson Capital Partners, Orrick, Herrington and Sutcliffe, Kirkpatrick and Lockhart Gates

Ellis, and Piper Jeffrey. Staff also considered retaining bond counsel only to prepare Bank qualified Bond documents and a Request for Proposals that could be used by the URA to market the debt directly to interested banks. This later approach is not recommended at this time due to market conditions and based upon preliminary responses from prospective bank purchasers.

Based upon experience and project approach, the Administration recommends retention of Seattle Northwest Securities (SNW) as financial advisor/underwriter and Orrick, Herrington and Sutcliffe as bond counsel. SNW is familiar with the City, having handled several debt financings in the past, and Orrick has demonstrated knowledge in the field of URA debt issuance. Orrick's fee, assuming a debt issuance of \$4.0 million or less, would not exceed \$35,000. SNW's fee will be negotiated at the time of the sale of the bonds. Fees for both services will be paid from the proceeds of the debt issuance.

Our goal would be a debt issuance of \$3.5 million, but we may need to go with \$3.0 million based upon a more conservative growth projection in today's market. The \$3.5 million is based upon today's proven tax increment revenue with 3.0 percent annual growth.

PROJECT LIST

"The primary purpose of the Brookings urban renewal plan is to revitalize the commercial area of the City, and to attract new businesses and jobs to the commercially zoned areas of Brookings." Report on the Brookings Urban Renewal Plan, July, 2002.

Attached is a list of projects that are included in the Urban Renewal Plan. The Plan provides that "The sequencing and prioritization of individual project activities will be done by the Urban Renewal Agency, and any citizen advisory bodies that the Agency calls upon to assist in this process."

While most of the list is project-specific, there are also categories such as "Preservation and Rehabilitation." It is under this heading, for example, that the façade improvement program is conducted. In a debt financing, the Agency could include, for example, \$500,000 for "preservation and rehabilitation" from which an ongoing façade improvement program would be funded.

A project that is not included on the URP list, or can not be rationalized into a category of projects on the list, would need to be amended into the Plan...which may be a complex procedure.

At its meeting of September 13, the Urban Renewal Advisory Committee (URAC) recommended that the URA focus on public improvements in the City's downtown area (as described in the Downtown Brookings Master Plan) as the URA moves forward with this debt issuance. Specifically, the URAC supported using bond proceeds for the following projects:

1. Continue with the façade improvement matching grant program and expand to include other property improvements, such as shielding waste containers from view and consolidating waste containers from several properties on a single site...
2. Establish a grant program to provide incentives (such as SDC payments) to attract targeted businesses, such as restaurants, to the downtown area.
3. Install curb, gutter, sidewalk, street, parking and drainage improvements along Spruce, Hemlock, Railroad, Wharf, Fern, Alder and Oak Streets between Chetco and Railroad. Improvements to be consistent with the Downtown Master Plan.
4. Upgrade City entrance signs and internal directional signs, such as the fading-out sign cluster at the intersection of North Bank Road and Old County Road. Include both "Welcome to Brookings" signs at City Limits and "Downtown Brookings" signs.

5. Acquire use by purchase or lease and install public parking and/or "landscaping* improvements on various undeveloped lots in the "downtown" area.

In developing a project list, it is important to keep in mind that this will be "the project" for the next 4-5 year period as all URA revenues will be committed to debt service. Clearly the URAC recommendation was to focus on infrastructure improvements in the downtown area as the next order of work. Attached for information purposes are copies of the project lists for the Cities of Seaside and Independence as contained in the Official Statement for their Urban Renewal Bonds issued in 2006 and 2007.

PROJECT COST ESTIMATES

Preliminary project cost estimates are as follows:

Downtown Street/Curb/Gutter/Sidewalk: (Chetco/Railroad, Oak/Center)	\$5,000,000
Chetco Sidewalk/Lighting/Drainage/Furniture: (5 th Street to Easy Street)	3,100,000
Façade Improvements: (20 buildings at \$10,000)	200,000
Signs:	30,000
Off-Street Parking: (100 spaces at \$30,000)	3,000,000
SDC Incentives: (5 restaurants at \$25,000)	125,000
Landscaping: (5 sites at \$3,000 ea)	15,000

Project Notes:

- Staff has submitted a request for \$300,000 in Community Development Block Grant funds to the Oregon Economic and Community Development Department to pay for a portion of the engineering costs associated with the Downtown Street Project. This would reduce the projected need for URA funds to \$4,700,000 for the complete project.
- Staff is preparing to submit a Transportation Enhancement Activities (TEA) project to ODOT seeking full funding for construction of the Chetco Sidewalk/Lighting/Drainage/Furniture project, extending the project boundary beyond the URA to the entrance to Harris Beach State Park (see attached).
- The off-street parking estimate is based upon actual land cost (advertised) in the downtown parking area and construction estimates. Additional on-street parking can be achieved as a part of the street construction project. Making several of the streets one-way, as proposed in the Downtown Master Plan and by Councilor Hedenskog, could increase the availability of on-street parking.
- The façade improvement estimate is based upon a revision of the program to provide a maximum match of \$10,000. The average grant to date is about \$11,000.
- The SDC incentive involves using URA funds to pay for a portion of the SDC for targeted businesses as an incentive. For purposes of discussion only, we used \$25,000 for a restaurant. No program has been developed.

- Not included is the cost of URA administration. We will need to develop a "line item" for administration to include in the financing as all tax increments will be used for debt service.

Obviously, the URA cannot accomplish all of these projects with the available funding. Staff recommends that the Agency prioritize the projects, or refer the project list back to the URAC for a recommendation on prioritization.

Attachment(s): 1) Proposal from Orrick, Herrington and Sutcliffe
2) Proposal from Seattle Northwest Securities
3) Narrative for proposed Transportation Enhancement Activities grant



ORRICK BROOKINGS, OREGON
1120 SW 10TH STREET
SUITE 200
BROOKINGS, OR 97415
TEL: 503/466-1400
FAX: 503/466-1401
WWW.ORKRICK.COM

January 7, 2008

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

Re: ***Terms of Engagement as Bond Counsel to the City of Brookings
and the Brookings Urban Renewal Agency***

Dear Gary:

We are pleased to have the opportunity to serve as Bond Counsel to the City of Brookings and its Urban Renewal Agency (collectively, the "City") in connection with the financing for urban renewal projects. This letter (the "Agreement") sets forth generally the terms of our proposed engagement as Bond Counsel to the City in connection with the financing, including the legal services we will provide and our proposed fee arrangements for those services. We understand that the financing will be in the form of a tax-exempt bond (the "Bonds"), either publicly offered or privately placed on behalf of the City by Seattle-Northwest Securities Corporation ("SNW"). We, of course, encourage you to discuss with us at any time any questions or concerns you may have or if there are any changes you would like us to make to better tailor the terms of our engagement to meet the needs of the City.

1. Legal Services.

(a) As Bond Counsel to the City in connection with the issuance of the Bonds, we anticipate that we will among other things:

(i) Work with the City and Seattle-Northwest Securities Corporation (SNW), in structuring the Bonds and assisting the City to ensure that the Bonds comply with federal tax and other legal requirements.

(ii) Draft and/or review the principal financing and security documents, including the preparation of a bond resolution, tax and closing certificates, and a Continuing Disclosure Certificate, if required under Securities and Exchange Commission Rule 15c2-12 (collectively, the "Legal Documents"), all as required for the authorization, sale and issuance of the Bonds.



ORRICK

Mr. Gary Milliman
City of Brookings, Oregon
January 7, 2008
Page 2

(iii) If the City elects to sell the Bonds through a public offering, review or prepare summaries of certain terms of the Legal Documents included in the public offering document (the "Official Statement") and prepare and/or review information included in the Official Statement for the Bonds under the captions "The Bonds" and "Tax Matters."

(iv) Assist the City in the preparation of approving resolutions, the publication of required notices and the conduct of required public hearings in connection with the issuance and sale of any Bonds. Attend such meetings or hearings of the City and working group meetings or conference calls in connection with the Bonds as the City requests.

(v) Prepare final closing papers to be executed by the City as required in connection with the closing of the Bonds and coordinate the closing of the Bonds.

(vi) Perform such due diligence as may be required to deliver an approving legal opinion to the City on the validity of the Bonds and the tax-exempt status of interest thereon, if applicable.

2. **Staffing.** I will have primary responsibility and will coordinate all of our work performed on behalf of the City in connection with the financing. Christine Reynolds, an associate attorney, will assist with document drafting and other financing matters. Scott Schickli, our senior tax counsel, will provide advice on tax matters. Doug Goe, our senior public finance partner in Portland will also be available, if needed, for questions and assistance. Other attorneys, including Sam Sperry from our San Francisco office, and project managers will be available and may, as needed, also provide additional assistance to the City.

Fees. For the City's Bond issue, we are happy to work on either a fixed fee or an hourly basis. We would note, however, that for most of our local government and urban renewal clients, we typically work on a fixed fee basis. Based on our discussions and understanding that the City intends to issue bonds in an amount between \$2.5 and \$4.0 million, with the Bonds either publicly offered or privately placed by SNW, we would estimate that our fees at between \$25,000 and \$35,000 and would agree that our fees will not exceed the lesser of \$35,000 or the actual amount of time devoted to the matter at our standard hourly rates. In agreeing to this maximum amount, however, we have assumed there are no significant delays in the financing schedule or developments that would require significant legal work beyond that described above.



O R R I C K

Mr. Gary Milliman
City of Brookings, Oregon
January 7, 2008
Page 3

In the event any such delays or developments were to occur, we would discuss with you an appropriate adjustment to our fee.

We are committed to working closely with you and the other members of the financing team to achieve the desired results for the City on the most cost-effective basis possible.

3. **Costs and Disbursements.** Disbursements incurred by us on the City's behalf, such as photocopying, courier, facsimiles and long distance phone calls will be itemized and billed as they are incurred. We will also bill for any directly related computer research at our actual cost. These costs and disbursements would include the assembly and distribution of the closing transcript for the Bonds (in binders and on CD-ROM) and are in addition to our fees described above. We would agree that these costs and disbursements would in no event exceed \$2,000.

4. **Statements of Account.** To the extent we are not working on a financing for a fixed fee, our policy is to bill each client monthly for all services performed and costs and disbursements recorded in the previous month. Because there are sometimes delays in the accrual of costs, we will occasionally include accrued costs in a subsequent statement. Our statements will include a breakdown of the name of timekeeper, date of work performed, time spent, and a reasonably detailed description of the nature of the work performed. We encourage you to contact us with any questions or concerns you may have regarding a billing statement and we will address your concerns in a timely manner. Your contesting matters in a billing statement in good faith will not constitute a breach of the terms of this engagement. Unless questions remain outstanding regarding a billing statement, the City agrees to pay our statements in full within thirty days of receipt.

5. **Relationships with Other Parties.** The role of Bond Counsel, generally, is to prepare or review the procedures for the issuance of bonds, notes or other evidence of indebtedness and to provide a legal opinion with respect to the validity thereof and other subjects (often including the tax status of interest thereon) addressed by the opinion. Consistent with the historical origin and unique role of Bond Counsel, and reliance thereon by the capital markets, Orrick's role as Bond Counsel under this engagement is to provide opinions and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

The City acknowledges that Orrick regularly performs legal services for many private and public entities in connection with a wide variety of matters unrelated to the City. For



ORRICK

Mr. Gary Milliman
City of Brookings, Oregon
January 7, 2008
Page 4

example, Orrick has represented, is representing or may in the future represent other private and public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the City's financing or that may be involved with or adverse to the City in other projects. The City acknowledges that in the course of representing other clients, Orrick may receive confidential information which it will not reveal that may be material to the City or any other financing. Given the special, limited role of Bond Counsel described above, the City also acknowledges that no conflict of interest exists or would exist, and waives any actual or potential conflict of interest that might be deemed to arise, now or in the future, from this engagement or any such other relationship that Orrick may have had, have or enter into, and the City specifically consents to any and all such relationships.

6. **Termination.** The City will have the right to terminate our engagement at any time. We too will have the right to terminate our engagement at any time, subject to giving the City a reasonable opportunity to arrange alternative representation. In the event of termination prior to the issuance of the Bonds, the City would be obligated to pay us for fees and costs incurred through the date of termination, subject to the limits described herein.

7. **Disposition of Files.** Upon any termination of our services, we will, upon the City's written request, deliver to the City its papers and property. The City will retain those papers and property for at least three years, and will provide us with access to those items upon request for any reasonable purpose.

8. **Understandings.** The City understands that we cannot make and have not made any guarantees regarding the outcome of any matter. Any discussions we have with the City in this regard are limited by our knowledge at the time. The City acknowledges that it has been given a reasonable opportunity to seek the advice of independent counsel of its choice with respect to this Agreement and that the City has availed itself of that opportunity if and to the extent the City deemed it appropriate to do so.

9. **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

If the above terms of our engagement are acceptable, please indicate the City's agreement by arranging for the enclosed copy of this letter to be signed and returned to us, retaining an



ORRICK

Mr. Gary Milliman
City of Brookings, Oregon
January 7, 2008
Page 5

original for your records. Facsimile signatures are as effective as original signatures. If there are any questions about this letter, please call me. We look forward to working with the City and the Agency.

Respectfully submitted,

ORRICK, HERRINGTON & SUTCLIFFE LLP

Michael E. Schrader

ACCEPTED AND AGREED:

**on behalf of the City of Brookings, Oregon
and the Brookings Urban Renewal Agency**

By: _____
Gary Milliman, City Manager
City of Brookings, Oregon

Dated: January __, 2008

• **UNDERWRITING SERVICES AGREEMENT**

This Underwriting Services Agreement (the "Agreement") is entered into effective as of January __, 2008, (the "Effective Date") and is by and between Seattle-Northwest Securities Corporation, a Washington corporation ("SNW") and the City of Brookings, Oregon ("Client") (each of SNW and Client may be referred to herein as a "Party" and collectively as the "Parties.")

Recitals

WHEREAS, Client, from time to time, may issue debt securities in the form of bonds or other debt obligations ("Bonds") and wishes to use the services of SNW for assistance with respect to such potential Bond offerings and other matters related to its finances;

WHEREAS, SNW is in the business of and has knowledge, expertise, experience in underwriting services and Client wishes to engage SNW to provide these services;

NOW, THEREFORE, based on the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties hereto agree as follows:

1. Services.

SNW agrees to provide investment banking services to Client, which shall include, but not be limited to the following:

A. Underwriting Planning Services.

- i. Assist Client in capital planning and in developing any necessary underwriting plans in accordance with the goals identified by Client. Meet with Client, City Council, feasibility consultants and bond counsel as appropriate to review financial options for Client and discuss and assess potential financing arrangements deemed desirable by Client;
- ii. Advise Client as to likely maturities, interest rates, structure, security, timing and amount of bond sales needed to implement Client's financing plans consistent with overall debt service and Client's goals;
- iii. Analyze financial implications of various forms of Bond offerings on Client and on ratepayers or taxpayers. Review and recommend structuring options for the Bonds as appropriate;
- iv. Make presentations at Council meetings and to citizen groups, as requested; and
- v. Advise Client on timing and other considerations for achieving an optimal financing plan.

B. Underwriting Sale Services.

Client agrees to engage SNW to provide underwriting sale services in connection with any debt to be offered and sold by means of a public offering. Such underwriting sale services shall include, but not be limited to, the following:

- i. Prepare, with the assistance of Client, its bond counsel and feasibility consultant, resolutions, loan agreements, indentures, preliminary official statements, official statements, memoranda and other documents, appropriate for use in the sale of the Bonds;

- ii. Advise on the benefits of purchasing bond insurance and/or other forms of credit enhancement with respect to the Bonds;
- iii. Assist in making presentations to rating agencies, insurance companies, financial institutions and investors with respect to the Bonds as appropriate;
- iv. Schedule the sale of the Bonds and coordinate the advertising and other activities that normally precede such a sale;
- v. Provide a schedule or schedules of anticipated debt service payments;
- vi. Assist bond counsel in arranging the closing and finalizing documentation for the Bond sale;
- vii. Assist Client with investment of the proceeds if so requested by Client; and
- viii. At such time as pertinent resolutions, the preliminary official statement and all other necessary documents and proceedings have been determined by Client and SNW to be satisfactory in all respects for financing purposes, SNW will submit to Client a proposal for the purchase of the Bonds. SNW will indicate to Client the interest rates, purchase price, and anticipated the public offering prices of the Bonds. Client will consider the purchase proposal submitted by SNW for each series of Bonds, but it will not be obligated to accept the same and may reject the same.
- ix. Client agrees to make, or cause to be made available to SNW, Client's personnel with appropriate knowledge of Client, its operations and finances, and copies of financial statements, feasibility, legal and other reports, agreements, resolutions and other documents pertinent to the transaction as reasonably may be required from time to time for the prompt and efficient performance of SNW duties, obligations and functions.
- x. In carrying out this Agreement, SNW will make available the full experience of its organization and will employ its prestige so as to represent Client with maximum effectiveness in its relations with the financial community and with potential investors.

C. Placement Services.

Client agrees to engage SNW to provide placement services in connection with any debt to be offered and sold by means of a private placement. Such services shall include, but not be limited to, the following:

- xi. Prepare, with the assistance of Client, its bond counsel and feasibility consultant, resolutions, loan agreements, indentures, offering circulars, memoranda and other documents appropriate for use in the sale of the Bonds;
- xii. Schedule the sale of the Bonds and assist in the negotiation of bond terms including interest rates, purchase prices and bond covenants;
- xiii. Provide a schedule or schedules of anticipated debt service payments;
- xiv. Assist bond counsel in arranging the closing and finalizing documentation for the Bond sale;
- xv. Assist Client with investment of the proceeds if so requested by Client; and
- xvi. Client agrees to make, or cause to be made available to SNW, Client's personnel with appropriate knowledge of Client, its operations and finances, and copies of financial statements, feasibility, legal and other reports, agreements, resolutions and other documents pertinent to the transaction as reasonably may be required from time to time for the prompt and efficient performance of SNW duties, obligations and functions.

- xvii. In carrying out this Agreement, SNW will make available the full experience of its organization and will employ its prestige so as to represent Client with maximum effectiveness in its relations with potential investors.

2. Fees and Expenses

- A. Compensation shall be due to SNW only upon successful completion of each sale of Bonds. The amount of such compensation shall be negotiated between SNW and Client at the time of each such sale of Bonds and shall be based upon factors considered relevant at the time including, but not limited to, the par amount of such Bonds, the complexity of the transaction, and the services provided by SNW.
- B. Unless otherwise agreed in writing, Client shall pay the cost of bond counsel, bond printing, official statement printing and mailing, bond registration, rating agency fees (if any), bond insurance costs (if any), and its travel as applicable. SNW shall pay all costs incurred by it, including, but not limited to, fees of its counsel, advertising expenses, Blue Sky and legal investment memoranda expenses, travel expenses, and communication expenses.
- C. Client shall engage the services of qualified bond counsel. At closing, bond counsel shall deliver an unqualified approving legal opinion as to the validity and federal tax-exempt status, if appropriate, of the Bonds.

3. Term, Termination and Assignment

This Agreement shall extend for three years from the Effective Date set forth above. This Agreement may be terminated by Client or SNW at any time with written notice provided at least 15 days prior to the date of termination. The responsibility for performing SNW's services under the terms of this Agreement shall not be assigned, transferred or delegated by SNW to a third party, without the prior written consent of Client.

4. Independent Contractor.

SNW is an independent contractor. The manner in which it performs the services hereunder shall be controlled by SNW, however, the nature of services to be provided by SNW and the goals of such services may be specified by Client. Neither SNW nor any of its employees shall be deemed to be an employee or agent of Client and neither SNW nor any of its employees has any authority to make any binding commitments on behalf of Client, except as expressly approved by Client in writing.

5. Arbitration.

Except for an action to enforce any determination of an arbitrator or arbitration panel hereunder, any controversy regarding the language or performance of this Agreement shall be submitted to arbitration. Either Party may request arbitration by written notice to the other. The arbitration shall be conducted in accordance with the Rules of the National Association of Securities Dealers (NASD).

6. **Notices.** Any notice required to be given under this Agreement, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF BROOKINGS
ATTN:

SEATTLE-NORTHWEST SECURITIES CORPORATION
ATTN: Carol Samuels
1000 SW Broadway, Suite 1800
Portland, OR 97205

7. **Applicable Laws.** The laws of Oregon, without regard to choice of law principles, shall be used in construing this Agreement and enforcing the rights and remedies of the Parties hereunder.

8. **Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than those contained within this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

CITY OF BROOKINGS, OREGON

**SEATTLE-NORTHWEST SECURITIES
CORPORATION**

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

CITY OF BROOKINGS

CHETCO AVENUE IMPROVEMENTS

PHASE II

\$6,200,000

BACKGROUND

The Oregon Department of Transportation and the City of Brookings cooperated on a project to reconstruct Chetco Avenue (U.S. 101) between the Chetco River Bridge and Parkview Drive in 2007. Improvements included re-paving, installation of curb, gutter and sidewalk, street furniture, landscaping and street lighting.

The City adopted a Downtown Master Plan in 2002 and established an Urban Renewal Agency in 2003. Improvements to pedestrian and bicycle facilities along Chetco Avenue were identified as implementation measures in both plans.

Harris Beach State Park is located within the City Limits. The main entrance to the State Park is located just north of Parkview Drive. The Oregon State Parks and Recreation Department plans to convert the existing rest area and visitor information center located on the east side of Chetco/U.S. 101 to a group campground, adding visitor capacity to the State Park. The City desires to provide a safe and attractive pedestrian and bicycle connection between the State Park and downtown Brookings as a part of its urban renewal program. This would also serve to reduce vehicle traffic on U. S. 101 between the State Park and downtown Brookings. U.S. 101 through Bookings is designated as part of the Oregon Coast Bike Route.

PROJECT DESCRIPTION

Phase II of the project would involve the installation of pedestrian facilities...curb, gutter and sidewalk...installation of street furniture, landscaping and unique street lighting, bicycle lane improvements and utility undergrounding along Chetco Avenue (U.S. 101) from the end of the Phase I project to the entrance to Harris Beach State Park.

FUNDING NEEDED

The estimated project cost is \$6,200,000.