

# Agenda

City of Brookings  
Common Council Meeting  
Brookings City Hall Council Chambers  
898 Elk Drive, Brookings Oregon  
October 24, 2005 7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Ceremonies/Appointments/Announcements**
  - A. Ceremonies**
    - 1. Proclamation – Red Ribbon Week [page 5]
  - B. Announcements**
    - 1. Sue Densmore Proposal [page 7]
- V. Oral Requests and Communications from the Audience**
  - A. Committee and Liaison reports**
    - 1. Chamber of Commerce
    - 2. Council Liaisons
  - B. Unscheduled**
- VI. Staff Reports**
  - A. Finance Department**
    - 1. System Development Charge Report [page 13]
  - B. Community Development Department**
    - 1. Intergovernmental Agreement with Curry County [page 15]
    - 2. DLCDD grant acceptance for Storm Water Master Plan Project [page 21]
  - C. City Manager**
    - 1. Other
- VII. Consent Calendar**
  - A. Approval of Council Meeting Minutes**
    - 1. Meeting of October 10, 2005 [page 37]

**End Consent Calendar**



## **VIII. Ordinances/Resolutions/Final Orders**

### **A. Resolutions**

1. 05-R-747 A resolution of the City of Brookings to recommend to the Oregon Department of Transportation, Project Development Team, Alternative 5 (A Non-Couplet) [page 43]

## **IX. Remarks from Mayor and Councilors**

### **A. Council**

### **B. Mayor**

## **X. Adjournment**

# Events

## October 2005

October 2005							November 2005						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30			
30	31												

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					October 1
					2
					3
9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing 9:30am KURY Radio 7:00pm CC-Planning 7:00pm FH CEP Joyce	12:00pm Comnity Agencies mtg (Chetco Sr.Ce 1:30pm CC Land 2:30pm FH-SafetyComMtg/ 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com 11:00am CC Borax meeting in 1:30pm CC Health Fair group	10:00am CC Council Work Session SDC	8
					9
					10
10:00am CC Ingrid for ODOT 957-3542 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City 10:00am FH-Brookings Rural Fire District-Phil Co	10:00am CC ODOT Constutition Way discussion 1:30pm CC Land Development Code	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray		15
					16
					17
9:30am CC-VIPS/Volunteers in Police Service-BP 6:00pm CC-American Red Cross Mtg/Karen 7:00pm FH-FireTng/ChShrp	8:00am CC Police Dept. Jess Oliver 2207 8:30am CC-Investigator/Patrol 9:30am KURY Radio 2:00pm CC Chetco Point Park	CM- Payroll Audit 1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff 10:00am CC- Site Plan Com 1:00pm CC-Municipal Court 2:00pm CC-CEP (Citizens for 7:00pm CC-Parks & Rec		22
					23
					24
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 1:00pm CC ODOT mtg	1:30pm CC Land Development Code committee 7:00pm Planning Commission Mtg	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray 3:30pm CC AMF board mtg	9:00am CC - Project Development Team 4:00pm FH Helmet Instruction w/Marvin 2259	29
					30
					31
7:00pm FH-FireTng/ChShrp (Fire Hall)					

# Events

## November 2005

November 2005						
S	M	T	W	T	F	S
6	7	1	2	3	4	5
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2005						
S	M	T	W	T	F	S
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
	November 1	2	3	4	5
	8:30am CC-Investigator/Patrol Information Sharing 9:30am KURY Radio Community Focus 7:00pm FH - CEP Education Comm. Joyce 469- 7:00pm CC-Planning	12:00pm Comnity Agencies mtg (Chetco Sr.Ce 1:30pm CC Land Development Code 1:30pm FH Health Fair Comm 2:30pm CC-SafetyComMtg/ 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff mtg/EWait 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray		6
7	8	9	10	11	12
9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 10:00am FH-Brookings Rural Fire District-Phil Cox-469-5729	1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray	8:00am City Hall CLOSED - Veterans Day Holiday	13
14	15	16	17	18	19
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palic 9:30am KURY Radio Community Focus 7:00pm CC Planning Commission meeting	1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:00pm CC-Municipal Court 2:00pm CC - CEP Joyce 7:00pm CC-Parks & Rec		20
21	22	23	24	25	26
9:30am CC-VIPS/Volunteers in Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	1:30pm CC Land Development Code committee	8:00am City Hall CLOSED - Thanksgiving Holiday 8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray	8:00am City Hall CLOSED - Holiday 4:00pm FH Helmet Instruction w/Marvin 2259	CC Traffic School with Marvin 2259
28	29	30			27
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	1:30pm CC Land Development Code committee			

# Proclamation

Whereas, the City of Brookings values the health and safety of all our citizens; and

Whereas, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers -- accidents, homicides and suicides; and

Whereas, it is the goal of the Red Ribbon Campaign and the City of Brookings to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and

Whereas, the Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

Whereas, there are many activities planned during the Red Ribbon Campaign in City of Brookings;

Now, therefore, the Mayor and Council of the City of Brookings do hereby proclaim October 23 to 31, 2005 as

## Red Ribbon Week

and urge all citizens to join in the week's activities and to work all year long to protect our community from the dangers of alcohol and other drugs.



A handwritten signature in black ink, which appears to read "Pat Sherman", is written over a horizontal line.

Pat Sherman  
Mayor

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**Sue Densmore Communication Strategies**

541-779-0097 office, 541-944-1139 Cell  
[sue@suedensmore.com](mailto:sue@suedensmore.com)

**Understanding the Need:**

The Brookings area is a unique and sensitive one well-able to develop a strong, sustainable economy while maintaining the beauty and livability associated with the Oregon coast. Blessed with a spectacular beaches and the traffic flow provided by Highway 101, Brookings enjoys multiple resource attractions. The community is very creative and can offer a family-friendly environment to those who choose to live, work or visit.

But, the region also faces challenges. Before looking for new businesses, it is important to identify the common needs of the community's existing businesses and understand the results of the declining resource-based economy. A business that has already located in your area provides the strongest growth opportunities. The community should develop a common vision and prioritize how it wants to grow to achieve it. The need to respect and protect natural resources, encourage appreciation of the arts, and create compatible business and industry components, all require thoughtful planning. Opportunities for common marketing or business development might be found, for example, with a new Performing Arts Center, a Community Center, galleries, restaurants, bed and breakfast and packages could be developed around all of these elements.

Creating destination events, such as artists-in-residence, writer's festivals, special institutes, and conferences can support existing businesses and attract new ones. Another challenge is to strengthen the local work force to foster development. Matching the courses at the newly-developed SWOCC campus with a cluster of businesses that match the community would increase apprenticeships and internships and build new resources to enhance existing businesses.

Government funds can be acquired to fund strategic changes. The development of the Urban Renewal Agency can address many infrastructure issues. Sustainability is the strongest future for any community.

### **Proposed Scope of Work:**

Specific services and deliverable products that Sue Densmore Communication Strategies will provide to the City of Brookings:

- Coordinate the process to develop a Vision for the region. Work directly with the Mayor, City Council and City staff, to develop a steering committee of 10 – 20 individuals that represent the community.
- Develop a "Sustainability Road Map" of potential projects, and possible funding sources for them, for review and approval. Facilitate discussions to define the priorities and match them to potential funding.
- Review grants and resources currently in place and research resources that match the priorities that have been developed by the community. Contact possible funding sources, evaluate interest and potential, and coordinate meetings and applications.
- Facilitate discussions with potential partners and research and develop joint opportunities.
- Facilitate, or develop, press coverage of projects and successful grants.

These would primarily be provided by Sue Densmore. Additionally, I have several available individuals that I would use for specific technical assistance in the areas of historic preservation and urban renewal agency projects.

### **Suggested Work Plan:**

The following work plan would be for one year. It would be broken into two phases: Phase One , covering October 1 , 2005 - March 2006 and Phase Two, covering April 2006 – September. 2006.

#### **Phase One - October 2005 – March 2006**

1. Meet with Mayor and small planning/steering committee to review current opportunities, programs that are in place and areas of concern. The Planning/Steering Committee will be enlarged after the interviews which are described below.

2. Review existing list of stakeholders, organizations and individuals who are participating in community discussions concerning sustainability, growth and community development.
3. Develop and interview a "focus group" of 20 – 30 people. Sue Densmore would create a series of questions to be asked of these individuals/organizations and conduct the interviews. The group would consist of representatives from the following areas:
  - a. 1/3 who have been actively involved and supportive of the City activities
  - b. 1/3 who have expressed concerned about the direction the city is going
  - c. 1/3 businesses, community college, schools, the Chamber, Rotary and other organizations active in the community
4. Review plans in place for funding opportunities, analyze obvious opportunities for the City, local organizations and the business community.
5. Prepare a draft report outlining the top three concerns, and top three opportunities, from the interviews and the review of plans. This report would further identify additional areas of opportunity and concern.
6. Present results to the Steering Committee in a day-long retreat/ planning session, including a SWOT analysis, which looks at Strengths, Weaknesses, Opportunities and Threats, and a "Bulls Eye Process" that sets goals and priorities for immediate, near-future and long-term goals in four areas. These four areas could be:
 

A Community Vision - new partnerships  
 New Economic opportunities  
 New Cultural opportunities  
 Financial support for needed services
7. Share and test the Vision and "Sustainability Road Map" with three community focus groups for further refinement.

#### **Specific Outcomes from Phase 1:**

1. A Vision plan for community and resource development including a "Sustainability Road Map"
2. Business development clusters and plans for the development of the Brookings Urban Renewal Agency



3. A broad timeline for projects including an overview of what would be needed to develop a Community Center and a Performing Arts Center
4. Prioritize Grant opportunities – Government, Private Foundations
5. Identify partners or integrated and thoughtful growth
6. Identify technical assistance opportunities and community training, internships, workforce development and in-kind resources.

#### **Phase Two: April 2006 – September 2006**

1. Establish a Community Development Steering Committee for implementation of the "Sustainability Road Map".
2. Complete application for grants and develop resources outlined in the "Road Map".
3. Develop partnerships to implement possible new projects, i.e. the Community Center and the Performing Arts Center

#### **Specific outcomes from Phase Two:**

1. Implementation plan for the "Sustainability Road Map"
2. Complete prioritized grant applications and develop resources
3. Facilitate the prioritized partnerships
4. Establish a plan for project development

#### **Statement of Qualifications:**

Community development can assume a variety of forms. As a community resource developer, I help identify and promote a unique community vision, as well as prepare a "Sustainability Road Map," so everyone can focus on the community's strengths and unique opportunities. By promoting the vision in a systematic way, Brookings can use the Urban Renewal Agency and other resources to develop new additional funding. I work well in a team approach and can insure that new connections and partnerships are identified and developed to meet the community's priorities and overall vision. Perhaps, the best way to illustrate this type of work approach is to describe some of the projects I've undertaken.

In **Medford**, the downtown was ignored and the retail and business community was moving out. In 1985, I chaired a committee that created a 30-day exhibit to look at the City's history and to discuss its future. Three thousand people attended over thirty events over a thirty-day period. At the end of that time the recommendation to create the Medford Urban Renewal Agency (MURA) prominently emerged. Now almost twenty years old, Medford has enjoyed a

highly successful result from the founding of the Urban Renewal Agency. In addition to having chaired the effort which resulted in MURA's establishment, I was also a founding MURA Board member and served on the Board for eighteen years. With the development of the South Gateway Shopping Center, we were able to raise millions of dollars to re-develop downtown Medford with 25 specific projects. These include a new library, a façade treatment program, installation of underground utilities, new parking, new sidewalks, downtown lighting, park development and a new street, with a planned residential and retail development, and strategic infill.

In **White City** in 1999 I secured a grant for the City, called the Spirit of the Northwest, which was given to six communities in the Northwest. The grant's goal was to find the heart of the community and to develop it. The goal, which I helped White City identify, was to create a downtown identity and a community vision. We started an annual Memorial Day Parade and Celebration (in cooperation with the Eagle Point Cemetery and the White City Domiciliary), started a Scholarship Foundation, created a Community Foundation and created designs for boulevards, bike and walking trails and people places.

In **Gold Hill** we started work in 2000 and it was apparent the community suffered from a lack of clear communication between the City government and the community. Fortunately, however, they had formed a non-profit community development organization called CanDO. We developed a Steering Committee comprised of representatives from the City Council, Planning Commission and CanDO and together developed a "Sustainability Road Map" for project and resource development and a Vision Plan. Through a variety of partnerships, and grant applications, we were able to facilitate, and ultimately secure, government grants, technical assistance grants, scenic byway resources, private foundation funding as well as private contributions. With these resources Gold Hill has re-surfaced Main Street, installed new sidewalks and street lamps, built a new library, tennis courts, bike and walking trails and an upgraded community park, all of which has renewed the business district. We were able to successfully accomplish every project which had been established as a prioritized in the original 2000 meetings and, as a result, Gold Hill now has new opportunities developing every day.

The **Illinois Valley** is a beautiful, recreation rich area, home to a Wild and Scenic River, the Kalmiopsis Wilderness, the Oregon Caves and the Oregon Caves Chateau, and is located in the Klamath-Siskiyou bioregion. Despite these attributes, it is also an area of high unemployment and significant poverty. The Illinois Valley Community Response Team, now renamed the Illinois Valley Community Development Organization (IVCDO) was granted an Enterprise Zone Designation in 1995. With the technical assistance and grant resources they identified, they have been able to begin addressing many of the community's social and cultural needs. In 2003, when the funding for those efforts ended, the IVCDO sought, and was awarded, a ten-year contract National

Park Services contract to be the concessionaire for the Oregon Caves Chateau. The IVCDO then approached me to assist them in further developing these opportunities. In 2005, we developed a "Sustainability Road Map" and Vision Plan which includes the restoration of the Chateau, development of a business incubator, a greenway and trails system, a community foundation and establishing a "Friends of the Caves" organization. Grant applications have been submitted to support marketing, develop new social ventures, create new workforce development and new business and community partnerships.

Please feel free to contact the following references. They are familiar with my work in general as well as having observed my work on the above-cited projects.

Bruce Laird - National Business Development Executive  
Oregon Community and Economic Development  
541-944-2920 [bruce.a.laird@state.or.us](mailto:bruce.a.laird@state.or.us)  
[www.econ.state.or.us](http://www.econ.state.or.us)

Scott Eilefson - Former Mayor of Gold Hill  
541-855-8936 [river234@charter.net](mailto:river234@charter.net)

Mike Bird - Attorney Grants Pass - property owner in Gold Hill  
Member of CanDO  
541-474-477 [mibrock@chatlink.com](mailto:mibrock@chatlink.com)

Burke Raymond - Former Jackson County Administrator  
541-601-8194 [cynbur@charter.net](mailto:cynbur@charter.net)

George Kramer - Historic Preservation Specialist  
Involved in the Medford Renaissance Exhibit and developed  
a very successful façade treatment program for MURA  
541-482-9504 [gkramer@jeffnet.org](mailto:gkramer@jeffnet.org)  
[www.preserveoregon.com](http://www.preserveoregon.com)

Gary Wheeler - Mayor of Medford  
Former Member of Medford Urban Renewal Agency Board  
541-779-2095 work 541-774-2000 Mayor's Office  
[mayor@ci.medford.or.us](mailto:mayor@ci.medford.or.us)

Bob Schumacher - Executive Director of IVCDO  
541-592-4440  
[Robert@ivcdo.org](mailto:Robert@ivcdo.org)

# **CITY OF BROOKINGS**



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## **STAFF REPORT**

Date: October 17, 2005

To: Mayor Sherman and City Council

From: Paul Hughes, Finance Director

Subject: System Development Charge Report

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## **BACKGROUND**

On October 7, 2005 you held a Council work session to discuss the September 2005 System Development Charge (SDC) Report, prepared by the Dyer Partnership and City staff. Michael Dees of the Dyer Partnership presented the report, and along with city staff, answered all of your questions. It was recommended that the water and sewer line infrastructure projects completed last year, be added the inventory lists which drive the reimbursement portion of the SDC. Also, a section of Railroad, from Alder to the North end, was added to the Transportation Capital Improvement Plan, which drives the improvement portion of the SDC. These two changes increased the total proposed maximum allowable SDC cost per Equivalent Dwelling Unit (EDU), from \$16,065 to \$16,579, a difference of \$514.

A copy of the report is on file in the finance department of City Hall, and has been available for public viewing since September 19th. A revised report, including the two changes discussed above, will be on file at City Hall and in the Chetco Community Library by November 7, 2005.

If the Council accepts the report with the proposed changes, the next step is to give written notification to all interested persons of the intent to modify the system development charges. After a 90 day waiting period, a public hearing will be held and an ordinance establishing the SDC methodology and costs will be adopted by the Council.

## **RECOMMENDATION**

Staff recommends Council approval of the System Development Charge report, with the recommended changes, and authorization for staff to notify interested persons of the City's intent to modify the current system development charge methodology and fees.

# CITY OF BROOKINGS




## STAFF REPORT

Date: October 18, 2005

To: Mayor Sherman and City Councilors

From: Ed Wait, Community Development Director

Through: Paul Hughes, Acting City Manager 

Subject: Intergovernmental Agreement between the City of Brookings and Curry County

## REPORT

The City and Curry County jointly provide service to the Brookings Urban Growth Boundary (UGB). The UGB area is urbanizing rapidly, and stormwater from the UGB runs off into the Chetco River and the Pacific Ocean. A current stormwater master plan is needed to reduce the potential of water pollution and flooding, and to reduce landslides or damage to adjacent property owners, and prime farmland. The City's stormwater master plan is over 20 years old and is outdated. The County has no stormwater master plan.

The County and the City realize the importance of working in tandem to provide a plan for short and long term activities associated with stormwater in the Brookings UGB. To that end both entities have requested grant funding in conjunction with our respective budgets to accomplish this task. The City has allocated \$50,000 in our 2005 thru 2006 budget for stormwater master planning. The City has applied to the Department of Land Conservation Development (DLCD) for an additional \$50,000 to assist us in this endeavor. The County has committed \$50,000 to this endeavor and has also applied for grant funding through DLCD. Both grants are contingent upon approval of an Intergovernmental agreement between both parties.

The attached Intergovernmental agreement (IGA) has been developed through our respective legal counsels and has been approved by the Curry County Board of Commissioners. With the approval of the IGA, DLCD will approve both grant requests for both City and County. With this approval we will then move forward and begin the stormwater master planning process.

## RECOMMENDATION

Approve the Intergovernmental Agreement.

#3496

**Intergovernmental Agreement  
Between the  
City of Brookings  
and  
Curry County**

**COPY**

**Stormwater Facilities Master Planning**

THIS AGREEMENT is made and entered into by and between the City of Brookings, an Oregon municipal corporation, hereinafter referred to as "CITY," and Curry County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY," and both hereinafter referred to collectively as the "PARTIES." WITNESSETH THAT:

NOW THEREFORE, for and in consideration of the terms, conditions, stipulations, and covenants contained herein, the PARTIES do mutually agree to perform as follows:

WHEREAS, this Agreement is entered into pursuant to ORS 190.010 that allows units of local government to enter into written agreements with other units of local government for the performance of functions and activities that a party to the agreement has the authority to perform:

WHEREAS, the PARTIES must manage stormwater within their jurisdictional boundaries to reduce problems from excessive stormwater quantity and stormwater-related water quality contamination;

WHEREAS, the PARTIES can manage stormwater more effectively by working together;

WHEREAS, the PARTIES have limited resources to devote to stormwater management; and

WHEREAS, the PARTIES submitted joint grant applications, and have agreed to partner together to prepare a stormwater facilities master plan for the Brookings urban growth boundary area;

NOW THEREFORE, for and in consideration of the terms, conditions, stipulations and covenants herein contained, the PARTIES do mutually agree as follows:

**A. TIME OF PERFORMANCE**

This agreement shall take effect on \_\_\_\_\_, 200\_\_, or when signed by both parties, and terminates on June 30, 2006. At that time, pending available funding and a finding of continuing need, this agreement may be amended, terminated or extended per Section "E" below.

**B. PARTIES RESPONSIBILITIES**

1. The PARTIES agree to work together to hire a consulting firm to produce a stormwater facilities master plan (SWFMP). The PARTIES will collectively create a

Request for Proposals, contact prospective firms, advertise for the RFP, review the proposals, and select a firm to prepare the SWFMP;

2. The Brookings Community Development Director or designee shall serve as the City's project manager. Public Service Director shall serve as the County's project manager. The project managers shall provide oversight and advice to the consultants, review work products developed by the consultants, and work with the consultants to complete the following tasks: set project goals and policies, identify stakeholders and regulators who might be impacted by or impact the stormwater facilities, identify and supply critical data about the existing conveyance system;
3. The PARTIES will provide public involvement and outreach for the SWFMP; and;
4. The PARTIES will review and process invoices from the consultants, and provide payment to the consultants in a timely fashion.

**D. PROJECT COORDINATORS**

1. Administration of this agreement for the CITY shall be accomplished by:
  - \* Community Development Director or his designee, 898 Elk Drive, Brookings, OR 97415, Phone: 541-469-1134
2. Administration of this agreement for the COUNTY shall be accomplished by:
  - \* Public Services Director, Curry County, P.O. Box 746, 94235 Moore Street, Gold Beach, OR 97444, Phone: 541-247-3304

**E. AMENDMENTS AND TERMINATION**

1. This document constitutes the entire agreement between the PARTIES and no other agreements regarding stormwater facility master planning exists between them, either stated or implied. Any amendments or changes to the provisions of this agreement shall be reduced to writing and signed by the PARTIES.
2. Either PARTY may cancel this intergovernmental agreement for just and reasonable cause by giving thirty (30) days notice in writing and delivered in person or by certified mail to the other PARTY. Any such termination of this agreement shall not prejudice any rights or obligations accrued to the PARTIES prior to termination.
3. This agreement may be modified or cancelled if the PARTIES fail to receive sufficient funding to pay for the work provided in this agreement.

**F. ACCESS TO RECORDS**

The parties and their duly authorized representatives shall have access to the books, documents, papers, and records of the other PARTY which are directly pertinent to this agreement for the purpose of conducting audit, examinations, and making excerpts and transcripts.

**G. COMPLIANCE WITH APPLICABLE LAWS**

The PARTIES shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

**H. CONDITIONS OF FINANCIAL NON-PARTICIPATION**

In the event one or more of the PARTIES decide not to participate and full funding for the program is not realized, the agreement will be amended as per Section E above. The PARTIES reserve the right to terminate this agreement in whole or in part.

**L. PAYMENTS**

1. The PARTIES will make payment to the consultants based on the proportional share of funding provided to the project. The City to provide \$100,000 and the County to provide \$50,000. The City will pay two dollars (\$2.00) to the county's one dollar (\$1.00) for project reimbursement.
2. Each PARTY will make payment to the consultants in full for the mutually agreed-upon amounts described in item 1 above.
3. Unless amended otherwise in writing, no other obligations for payments from the PARTIES are stated or implied under this agreement.

**J. REPORTS AND RECORDS**

The PARTIES will receive copies of all documents, studies, reports, and materials developed under this agreement.

**K. MERGER CLAUSE**

This agreement and attached exhibits constitute the entire agreement between the PARTIES. No waiver, consent, modification or change of terms of this agreement shall bind either party unless put in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

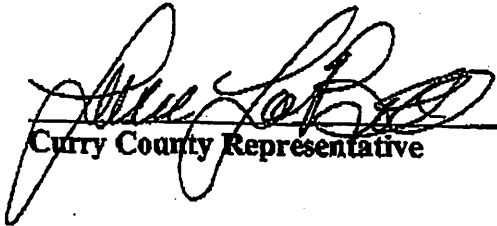
The PARTIES, by signature of their respective authorized representatives, hereby acknowledge that they have read this contract, understand it, and agree to be bound by its terms and conditions.



IN WITNESS WHEREOF, the PARTIES have caused this agreement to be executed by their authorized representatives:

\_\_\_\_\_  
City of Brookings Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Curry County Representative

\_\_\_\_\_  
10 - 5 - 05  
Date

# CITY OF BROOKINGS



## STAFF REPORT

Date: October 18, 2005

To: Mayor Sherman and City Councilors

From: Ed Wait, Community Development Director

Through: Paul Hughes, Acting City Manager

Subject: Stormwater Facilities Master Planning grant

## REPORT

The City Council established goals for fiscal year 2005 – 2006 that included a Stormwater master plan update in conjunction with Curry County for areas outside the City limits. Staff opened negotiations with Curry County and both entities agreed to participate in this process if grant funding could be secured. The Council approved \$50,000 in our budget for that task and staff explored available grant funds to assist in this effort. The State of Oregon Department of Land Conservation and Development (DLCD) were approached and staff applied for a matching grant of \$50,000 which would provide us with \$100,000 to approach this task. The County also applied for grant funding under this program for \$25,000.

The City and County have received notice that we have tentative approval for the grants for both entities. However, one of the requirements from DLCD was to have in place an Intergovernmental Agreement (IGA) between the parties to undertake this effort. The Board of Commissioners has signed that document and the council has now made a decision on the IGA.

## RECOMMENDATION

- 1) Approve the grant from DLCD if the IGA is approved
- 2) Direct staff to try and negotiate a new agreement with DLCD if the IGA is not approved.



# Oregon

Theodore R. Kulongoski, Governor

## Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2524

Phone: (503) 373-0050

First Floor/Coastal Fax: (503) 378-6033

Second Floor/Director's Office: (503) 378-5518

Web Address: <http://www.oregon.gov/LCD>



September 23, 2005

Ed Wait  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Dear Mr. Wait:

After mailing your new grant agreement for your project entitled "Stormwater Facilities Master Plan", I realized that we neglected to include the "Recipient Share of Cost". As a result, I have generated a new agreement that includes it. If you could please see that signature is expedited, I would greatly appreciate it.

The enclosed grant agreement indicates the total amount of our offer and lists the standard and special conditions the City must meet. Please note the following:

1. Before signing the grant agreement, **please read the agreement and attachments carefully** as they contain the terms and conditions upon which the grant is offered. If you have any questions, please contact your assigned DLCD grant manager.
2. **This grant offer is valid for 60 days from the date of issuance (September 23, 2005). Failure to accept this offer within this period will invalidate the offer.**
3. **Sign and return to DLCD both original agreements** to my attention at 635 Capitol Street NE, Suite 150, Salem, Oregon 97301. Your signature declares your acceptance of all terms and conditions in the grant agreement.
4. The grant agreement is **not** in effect until the agreements are returned to the department and both original agreements have been signed by DLCD.
5. A FAX will not be accepted.

Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement (June 30, 2006). If you have any questions about your technical assistance grant, please contact your grant manager, Amanda Punton at 503-731-4065, ext. 32.

Sincerely,

Diana J. Evans, Grants Coordinator  
Ocean and Coastal Management

Enclosures

**RECEIVED**  
SEP 28 2005  
CITY OF BROOKINGS  
COMMUNITY DEVELOPMENT

Oregon Department of Land Conservation and Development FY05-06 Grant Agreement		Date September 23, 2005
Grantee Name City of Brookings		Type of Grant Coastal TA
Street Address 898 Elk Drive Brookings, OR 97415		Grant No. TA-NP-06-011
Award Period July 1, 2005 through June 30, 2006		DLCD Share of Cost \$50,000
Authority CFDA 11.419 Federal Grant No. NA05NOS4191065		Recipient Share of Cost (if applicable) \$50,000
State General Fund Federal Fund X		Total Cost \$100,000
Project Title  Stormwater Facilities Master Plan		
Grantee Representative Ed Wait, Community Development Director 541-469-1133		DLCD Grant Manager Amanda Punton 503-731-4065 ext. 32

This Grant, approved by the Director of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, the Grantee agrees to comply with the grant provisions attached. Upon acceptance by the Grantee, the two signed documents shall be returned to DLCD. The Grantee shall sign both copies of this agreement and return both signed copies to DLCD within 30 days of the date at the top of this page. If not signed and returned without modification by the Recipient within 30 days of receipt by the Grantee, the Grant Manager may unilaterally terminate this grant. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to the Grantee.

The effective date of this grant is the latest date on which all parties have signed this grant. Funds provided in this grant can only be used for expenditures incurred after that date and before the date specified above as the closing date. This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement.

For the Grantee: Typed Name and Signature of Authorized Official	Title	Date
Signature of DLCD Program Manager		Date

## SPECIAL AWARD CONDITIONS

1. This award no. TA-NP-06-011 to the City of Brookings supports the work described in the City's proposal entitled Stormwater Facilities Master Plan, dated June 6, 2005, which is incorporated into this award by Attachment A. Where the terms of the award and proposal differ, the terms of this award shall prevail. This award requires the City of Brookings to provide a minimum of \$50,000 in project-related matching costs from non-federal sources. The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the state share. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the recipient must fulfill the non-Federal cost share commitment over the life of the award.
2. The City must maintain an accounting for \$100,000 in its official records.
3. Grantee agrees to perform the following activities:
  - a. Selection of consultant to prepare the SWFMP.
  - b. Set modeling parameters and criteria for stormwater and surface water analysis.
  - c. Compile and review existing hydrology and water quality data and develop monitoring strategy.
  - d. Identify stakeholders and convene an advisory committee.
  - e. Collect data needed for modeling.
  - f. Develop and calibrate the hydrologic model using a pilot basin.
  - g. Run model on other priority basins as allowed by funding.
  - h. Develop a list of structural and non-structural BMPs appropriate for the stormwater management objectives and constraints of the project area.
  - i. Interim progress report.
  - j. Final progress report.
4. The cover or the title page of all reports, studies, and other documents supported in whole or in part by this award shall acknowledge the financial assistance provided by Coastal Zone Management Act of 1972, as administered by the Ocean and Coastal Management Program, Department of Land Conservation and Development.
5. Progress reports shall be submitted to the DLCD grant manager on the following schedule:

Interim progress report	due December 31, 2005
Final report	due July 31, 2006
6. Payment schedule:
  - a. Reimbursement up to \$20,000 will with receipt of a completed and signed DLCD Reimbursement Request on or after December 31, 2005 upon completion of product a-d as described in 3 above and completion of an interim progress report, subject to grant manager approval.
  - b. Final reimbursement up to the total amount of the grant will be made with receipt of a completed and signed DLCD Reimbursement Request upon completion of all products listed in item 3 above and a completion report acceptable to the DLCD.
7. Grantee agrees to provide match from non-federal sources and to maintain in its official accounting records an accounting for \$50,000.

8. The grantee agrees that the total reimbursement request for grant products shall not exceed \$50,000.
9. Grantee shall coordinate closely with the DLCD grant manager regarding the selection and approval of the consultant designated by the grantee to perform all, or a portion, of the work under grant.
10. Brookings will coordinate closely with Curry County in selecting a consultant, selecting the pilot watershed for model formulation and calibration, and identifying priority watersheds for further modeling.
11. Brookings will coordinate closely with Curry County and the selected consultant to revise the proposed workplan as needed to meet the budgetary and time constraint of the grant agreement. Any revisions to the work plan that effect the grant products as listed in the grant agreement must be reviewed by the grant manager and submitted as a request to OCMP for amendment to the grant agreement.
12. Brookings will coordinate with Curry County and the selected consultant to hold an open house for all interested citizens and stakeholders as part of the process to identify stakeholders and convene an advisory committee.
13. The grantee agrees and understands that grant payments under this agreement may be reduced if grant products scheduled to be completed are not completed by the end of the grant period.

## STANDARD AWARD CONDITIONS

1. **DLCD Funds:** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD grant manager, Grantee shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to Grantee shall be made in accordance with the grant payment schedule described in paragraph 6 above. Payment is contingent upon DLCD's acceptance of the products produced under the grant. Grantee agrees that reimbursement of all payments is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to grantee may be withheld or reduced if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met.
5. **Termination:**
  - a. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
    - i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
    - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
    - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.
  - b. DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:
    - i. Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
    - ii. Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Grantee's performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. Grantee's Right to Terminate for Cause. Grantee may terminate this Grant Award with written notice to DLCD upon the occurrence of the following events:
    - i. DLCD is in default because DLCD fails to pay Grantee any amount pursuant to the terms of this Grant Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or

- ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this Grant Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
  - d. Return of Property. Upon termination of this Grant Award for any reason whatsoever, Grantee shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such Grantee property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, Grantee shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, Grantee shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
6. **Failure to Comply:** If Grantee fails to comply with any of the requirements or conditions of this agreement, DLCD may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to Grantee and Grantee shall upon demand by DLCD promptly repay DLCD.
7. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the Grantee shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three years after the closing date. Grant accounting records will be separately maintained from other accounting records.
8. **Closeout report:** The Grantee shall submit a closeout report to DLCD within 30 days after termination of the grant period.
9. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
10. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is not submitted to DLCD after the 30 days, as referenced in Standard Condition Number 8. DLCD shall authorize payment to the Grantee within 90 days of the time all required work is accepted by the DLCD grant manager after review for compliance with the grant conditions.
11. **Audit:** The Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of the department, shall have access to and the right to examine any records of transactions related to this agreement for three years after the final payment under this agreement is authorized by the department.
12. **Indemnity:** Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and DLCD and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subcontractors, or agents under this Agreement to the extent provided by law.
13. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than that stated in the work plan or after the end date of the grant.



14. **Amendments:** Amendments must be facilitated by the DLCD grant manager. An amendment may be initiated at any time during the grant period, but not past 30 days prior to the end date on a grant period of one year or less.
15. **Travel:** DLCD will reimburse Grantee, within the not-to-exceed amount identified in the budget as appended to this award, for travel only when the travel is essential to the normal discharge of DLCD's responsibilities. Grantee shall conduct all travel in the most efficient and cost-effective manner resulting in the best value to the DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. Grantee shall provide DLCD with receipts for all travel expenses except meals. All Grantee representatives will be limited to economy or compact-sized rental vehicles, unless Grantee personally pays the difference. DLCD will reimburse travel and other expenses of the Grantee at rates set forth in the Oregon Accounting Manual as of the date Grantee incurred the travel or other expenses. The Oregon Accounting Manual is available at <http://scd.das.state.or.us/oam/scdpolicy/tableofcontent.htm> .

2005-2006

## APPLICATION

### OREGON COASTAL MANAGEMENT PROGRAM

### TECHNICAL ASSISTANCE/PRIORITY PROJECT GRANT



*Please type or print clearly*

Date: June 6, 2005

Applicant: City of Brookings

Address: 898 Elk Drive

Phone: 541-469-1133

Fax: 541-469-3650

Contact Person, Title: Community Development Director, Ed Wait

E-mail address(es): ewait@brookings.or.us

Joint Project Partners (if applicable): Curry County

Amount Requested from DLCD: \$50,000      Grantee Share \$50,000

### Project Title: Stormwater Facilities Master Plan

#### Abstract (BRIEF description of the project, 50 words or so)

The City of Brookings will partner with Curry County to prepare a Stormwater Facilities Master Plan for the Brookings Urban Growth Boundary area. The Master Plan project will be conducted in phases, and this project will focus on the initial phases of master plan development, including data collection, development of procedures, stakeholder involvement, and model set-up.

#### Keywords

(Check all that apply)

☐ Technical Capacity (GIS, etc)

☒ Coastal Hazards

☒ Non point Pollution Control

☒ Economic Development

☒ Wetland and riparian resources

☐ Resource and land inventories

☐ Other

☒ Marine resource

☒ Special Area Planning

☒ Transportation

☒ Public involvement

☒ Capital improvements

**Project Narrative**

Please provide the information requested under each item. Be aware that while extensive, detailed information is not necessary, you need to provide enough information to help OCMP understand the project and make grant funding decisions.

**1. Goals and Objectives:**

State the goal(s) or overall purpose of the project. What is the problem, need, or opportunity that the project will address? Describe planning, technical, or information objectives that will help achieve the goal(s).

The need is to provide a plan for proper stormwater drainage in the Brookings UGB. The UGB area is urbanizing rapidly, and stormwater from the UGB runs off into the Chetco River and the Pacific Ocean. A stormwater master plan is needed to reduce the potential of water pollution and flooding, and to prevent landslides or damage to adjacent property owners, prime farmland and the Port of Brookings Harbor. The City's stormwater master plan is 20 years and is outdated. The County has no stormwater master plan. Much of the storm drainage network in the UGB presently relies on surface conveyance with minimal detention. The City has a need for a Stormwater Master Plan in the Brookings UGB to provide the basis for constructing necessary stormwater quality and conveyance facilities. To better manage water resources, the City is seeking funding to allow it to retain qualified consultants to update its Stormwater Facilities Master Plan (SWFMP) in conjunction with Curry County.

The proposed SWFMP will evaluate the City's present infrastructure, and evaluate future needs posed by anticipated growth and build out of the Brookings UGB. It will also recommend any needed facilities and policy changes necessary to better manage the structural and non-structural aspects of the City's stormwater management system. The SWFMP will provide a comprehensive facility master plan that covers the City of Brookings UGB, addresses stormwater quality and quantity issues as driving factors, and supports the City's present Clean Water Act (CWA), Endangered Species Act (ESA), Safe Drinking Water Act (SDWA) and future Total Maximum Daily Load (TMDL) programs and other regulatory compliance efforts.

The objective is to have a completed plan within one year that the City, the County, and development interests can follow.

The primary goals for the project:

1. Assessing the current stormwater system, and identifying short- and long-term drainage infrastructure improvements;
2. Providing support to the City's program development efforts to comply with the CWA, ESA, and SDWA.
3. Emphasizing natural drainage systems, with a reliance on surface stormwater management system as opposed to a largely piped system.
4. Developing a comprehensive SWFMP for the City of Brookings, in conjunction with Curry County.

**2. Scope of Work, Products, and Budget:****a. Work Program and Timeline:****1) Phasing**

This project will focus on developing a Stormwater Master Plan for the City of Brookings Urban Growth Boundary. The City of Brookings project will be done concurrently with Curry County for consistency and continuity between the jurisdictions, while recognizing that drainage basin boundaries begin outside the UGB. Streams generally cross into the County-managed portion of the UGB first, then continue to drain through the City limits into the Chetco River or Pacific Ocean.

This project will be developed using a phased approach. The OCMP grant will be used to hire a consultant to perform most of the tasks for the City, in conjunction with the County, for the Initial Phase and for portions of the Evaluation Phase (work items 1-3 only). Tasks associated with each phase are described in the following sections.

**1. Initial Phase:**

1. Set project policies and modeling parameters applicable to all urban growth area drainage basins and for the Chetco River. Review rainfall data, published event data and establish event criteria for stormwater quantity and water quality analysis;
2. Identify stakeholders and regulators who might be impacted by or impact the stormwater facilities (e.g., land owners, City of Brookings, Port of Brookings Harbor, Curry County, Harbor Water District, Harbor Sanitary District, USFS, Oregon Department of Agriculture, ODOT, DEQ, NOAA Fisheries) and attend meetings at the request of the City to identify key issues to be addressed in the plan;
3. Identify critical missing data about the existing conveyance system and work with the City to obtain the data;
4. Identify system constraints and deficiencies, and develop prioritized conceptual plans/projects to resolve system deficiencies along with estimated costs;
5. Select a pilot basin as the first basin to be modeled. This pilot basin will be used to demonstrate and test project policies and modeling parameters; and
6. Build the hydrologic and hydraulic conveyance model. This model will be developed for the entire geographic scope of the SWFMP, and the model will be available for capacity and conveyance review by the City.

**2. Evaluation Phase:**

1. Develop policies and procedures for water quality assessment and monitoring within the urban watersheds. Evaluate the City's existing water quality data, propose tools to achieve compliance with future TMDLs or load allocations for stormwater discharge;
2. Develop a conceptual list of structural facilities (Best Management Practices - BMPs) to implement an effective watershed management program addressing both quantity and quality of runoff. The program should support NPDES Stormwater Phase II regulatory requirements as a guideline for future CWA compliance;
3. Calibrate the existing conditions model based on reported or observed past flooding conditions;
4. Investigate flow-monitoring equipment, deployment locations and protocol for long term flow monitoring activities. Establish an ongoing calibration protocol and guidelines for the hydraulic model;
5. Expand the existing system hydrologic and hydraulic model to meet the needs of future development to the UGB, and to accommodate basin flows; and
6. Work with the City of Brookings to incorporate stakeholder issues into the SWFMP, recommend policies and projects, and define direction for ongoing interaction as needed.

**3. Final Phase:**

1. Compile the present and future system models and proposals for stormwater management facilities into a comprehensive master plan for quantity and water quality. Provide electronic (ESRI-compatible GIS) and paper maps of: the existing facilities including outfalls, identified drainage deficiencies, proposed improvements, and future system extensions;
2. Develop associated cost estimates for facility construction based on life cycle cost comparison, as well as ongoing maintenance costs; and
3. Provide a procedures manual for implementation of activities necessary to maintain and monitor the stormwater facilities in an adaptive fashion.

## 2) Work Tasks

The project will be managed by the City, in coordination with Curry County, but the work tasks will largely be conducted by a consultant to be selected late this summer. The specific work tasks are outlined in the phases listed above in Initial Phase and Evaluation Phase tasks 1-3.

## 3) Timeline

List dates of project start-up, progress milestones, interim products, and project completion. If this project is to be part of a longer, multi-year effort, list the expected timeline and describe subsequent phases to be completed.

### 1. Proposed Project Schedule

Prior to project kick-off, the City of Brookings will work with Curry County to select a consultant to prepare the SWFMP. The Request for Proposals and selection process should take 4-6 weeks, with an additional two weeks for contract negotiations. If the selection process begins in early August, the project should begin on October 1 at the latest.

1. Project Kick-off – October 1, 2005
2. Data Collection and Review – October 1-October 21, 2005
3. Identify Project Policies and Goals, Define Model Assumptions and Calibration Protocols, Identify Key Stakeholders and Issues, Conduct Development Workshop – October 15-November 20, 2005.
4. Select pilot basin and build hydrologic model – November 20-December 1.
5. Develop policies and procedures for water quality improvement and conceptual BMPs for quantity and quality control – Dec. 1-Dec. 15, 2005.
6. Calibrate model – by Dec. 31, 2005.

The remaining Evaluation Phase tasks (tasks 4-6), and the Final Phase will be completed in 2006.

### b. Budget

Provide budget information using the Summary form shown on the next page, and any additional information as indicated in the footnotes.

### 3. Project Partners

The City will partner with the Curry County, the Oregon Departments of Agriculture, Environmental Quality and Transportation, the Southcoast Watershed Council and the Rogue Valley Council of Governments.

### 4. Match, Cost-Sharing, and Local Contribution (see page 4)

Match will be provided as shown on the budget summary, by the City of Brookings. Additional sources of match will be sought and may be added to the project prior to project kick-off.

### 5. Will work be performed by a consultant/contractor for all or part of this project?

☒ Yes      ☐ No

If yes, please provide name of firm/consultant(s), if known, including address and telephone number. In either case, please describe the work to be performed by the consultant and the projected amount of the contract.

A consultant that will be selected before the project begins will perform the noted work items in the Initial and Evaluation Phases.

**GRANT APPLICATION**  
**Grant Budget**

page 3

**Grant Budget Summary**

NOTE: Please use the format in this table when developing a more detailed budget.

	Grant Request (from DLCD)	Grantee Share (Not Required)	Total Budget
Personal Services <sup>1</sup>			
Supplies			
Contract services <sup>2</sup>	\$50,000	\$50,000	\$100,000
Other <sup>3</sup>			
<b>TOTAL<sup>4</sup></b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$100,000</b>

**Budget notes:**

- 1 List all personnel. Compute costs on the basis of the number of expected person-hours, hourly rate, and related payroll expenses for each.
- 2 Total contract services. Provide additional information on expected contract services under item 5 on page 2, above.
- 3 Explain other expenses (e.g. printing or publishing, travel):
- 4 Brookings has budgeted \$50,000 for Stormwater Master Planning in the 2005-2006 fiscal year.

**SUBMITTAL**

Please submit all application information by US Mail, FAX, or e-mail to:  
Diana Evans, OCMP Grants Coordinator

## GRANT APPLICATION

### Grantee Share Cost (Match) Information

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page 4

**Local or state "match" of Federal grants (CZM funds)** may consist of:

- a. Cash contributed by the grantee from non-federal revenues or donated to the grantee by non-federal third parties.
- b. In-kind contributions (see below) made by grantee and non-federal third parties.

**Cash "match"** must be:

- a. Identifiable from the grantee's records;
- b. Not included as contributions for any other grant or contract;
- c. Necessary and reasonable for proper and efficient accomplishment of project objectives; and
- d. Not borne by the federal government directly or indirectly under any federal grant or contract.

For instance, funds awarded to a local government from the US Army Corps of Engineers or US Fish and Wildlife Service cannot be used as "match" against this grant.

**In-kind contributions** are non-monetary goods and services, as listed below, specifically identifiable to the project. In-kind contributions may be made by the grantee, other public agencies, private organizations, appointed members of advisory committees, or individuals who work on the project, and include such items as

- a. Volunteer services will be valued at different rates depending on the volunteer function. For specialty or professional services, use wage rates consistent with compensation paid for similar work in state and local government or at rates that reflect the grantee's local labor market. For volunteers who attend or participate in committees, workshops, please use the values established by [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html).
- b. Materials include office supplies, lumber, paper, or other supplies directly related to the project. Contributed material value should be reasonable and based on fair market value.
- c. Equipment, building, land, or office space, including depreciation and use-charges for equipment and buildings and fair rental charges for land.
- d. Employees of other organizations at regular rates for which employees are normally paid, including fringe benefits (OPE) but excluding overhead.

**Establishing the value of "in-kind"** should use normal accounting procedures to establish value as follows:

- a. Services - Maintain a record of volunteer services: who, when, where, and why.
- b. Documentation - Document your method of computing at the hourly rate for personal services and the cost of materials, equipment, buildings and land charges.

**Rate of local match paid out:** Your non-federal share (match), whether in cash or in-kind, is expected to be paid out at the same general rate as the state share (as per federal requirements on OCMP). In other words, at the half-way point in the project about half the in-kind match shall have been expended. However, exceptions to this requirement may be approved by the Grants Officer based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justifies a delayed payout of cash or accounting of in-kind contributions. In any case, the recipient must fulfill the non-federal cost share commitment over the life of the award.

**CITY OF BROOKINGS  
COMMON COUNCIL MEETING MINUTES**

City Hall Council Chambers  
898 Elk Drive, Brookings, OR 97415  
October 10, 2005 7:00 p.m.

**I. Call to Order**

Mayor Pat Sherman called the meeting to order at 7:00 p.m.

**II. Pledge of Allegiance**

Led by George Fernandez and the LIONS Club.

**III. Roll Call**

Council Present: Mayor Pat Sherman, Council President Larry Anderson, Councilors Craig Mickelson and Dave Gordon, Ex Officio Councilor Susan Stadelman, a quorum present.

Council Absent: Councilor Jan Willms

Staff Present:

City Attorney John Trew,  
Finance Director/Acting City Manager Paul Hughes,  
and Administrative Assistant Donna Colby-Hanks

Media Present: Curry Coastal Pilot Reporter Brian Bullock

Other:

Chamber of Commerce President Les Cohen,  
and approximately 15 other citizens

**IV. Ceremonies/Appointments/Announcements**

*A. Ceremonies*

*1. Proclamation – Domestic Violence Awareness Month*

Lea Sevey, Oasis Shelter, was not present to accept the proclamation.

*2. Proclamation – Safe School Week*

Mayor Sherman presented the Safe School Week Proclamation to the Superintendent of Brookings Schools Chris Nichols who stated the schools are taking the safety issue seriously.

*3. Proclamation – Hearing and Vision Days*

Mayor Sherman presented the Hearing and Vision Days Proclamation to George Fernandez and the LIONS Club. George stated the purpose of the LIONS Club is to serve the youth of the community and thanked the City of Brookings for the proclamation.



**B. Appointments**

**1. Planning Commission Ex Officio**

Mayor Sherman reviewed the application submitted by Skyler Shutord and recommended appointment as Ex Officio to the Planning Commission.

**Councilor Mickelson moved, a second followed, and the Council voted unanimously to appoint Skyler Shutord as Student Ex Officio to the Planning Commission to expire September 30, 2006.**

**2. Urban Renewal Advisory Committee**

Mayor Sherman recommended appointment of Tony Parrish, Dan Nachel, Joyce Tromblee, Pete Chasar, Donna Cramer, Michael Fitzgerald, and Werner Buehler to the Urban Renewal Advisory Committee with Director Mickelson to act a liaison.

**Councilor Anderson moved, a second followed, and the Council voted unanimously to appoint Tony Parrish, Dan Nachel, Joyce Tromblee, Pete Chasar, Donna Cramer, Michael Fitzgerald, and Werner Buehler to the Urban Renewal Advisory Committee with Director Mickelson to act a liaison.**

**C. Announcements**

None.

**V. Scheduled Public Appearances**

**A. Jeanne Nelson – recap of 2005 swim season**

Jeanne Nelson reviewed the statistics for the swim season and explained Gold Beach didn't participate in the swimming lessons which was reflected in the report. Additional revenue was generated by end of the year trip for Brookings 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade classes. Jeanne stated she had a great staff with some turnover, the improvements had been nice, and propane bids had saved on expenses.

**VI. Oral Requests and Communications from the Audience**

**A. Committee and Liaison reports**

**1. Chamber of Commerce**

Les Cohen stated the Chamber Forum to be held October 13, 2005 at the Best Western Beachfront Inn would be *Do Life Clean* presented by Renee Escobar. Cohen gave a progress report on the development of a resource directory to locate building trades with Community Development Director Ed Wait and Councilor Dave Gordon. One of the results of this research would be to develop construction trade classes with Brookings School District 17C and Southwestern Oregon Community College (SOCC).

**2. Council Liaisons**

Councilor Anderson attended a Watershed meeting, Community Agencies meeting, and multiple city and school functions.

Mayor Sherman attended multiple City Council Executive Sessions and the System Development Charges (SDC) Worksession.

Councilor Mickelson attended the SDC Worksession, multiple City Council Executive Sessions, and a Land Conservation and Development Commission (LCDC) meeting at which the update of the statewide goals was discussed.

Councilor Gordon attended multiple City Council Executive Sessions, the SDC Worksession, and a Chamber marketing meeting.

Ex Officio Stadelman attended Dornbecker Children's Hospital fundraiser meetings and soccer meetings.

*B. Unscheduled*

Larry Aslinger, 439 Buena Vista Loop, Brookings, was concerned with the amount of water proposed to be retained in retention basins in the Harbor Hills and the safety of property owners below those retention ponds. Acting City Manager Paul Hughes advised the City and County are working on a joint Stormwater Masterplan. Councilor Mickelson stated the applications before the Brookings Planning Commission were referrals from Curry County. Citizens that could be impacted by these applications should attend the Curry County Planning Commission meeting.

Frank Goodnough, P.O. Box 3141, Harbor, questioned the amount sewer fees would raise due to the annexations. The Council discussed final projections not being completed for the Borax project which was expected to have a 20 to 25 year build out. Acting City Manager Hughes suggested Mr. Goodnough contact the Community Development Department to obtain information on the capacity of the sewer plant and attend Harbor Sanitary meetings to receive input regarding their plans for fee increases.

## **VII. Staff Reports**

*A. City Manager*

*1. City Manager Recruitment*

Acting City Manager Paul Hughes reviewed the staff report and the timeline for the hiring of a city manager. Mayor Sherman stated the League of Oregon Cities (LOC) had received 50 applications, the top 10 applications had been reviewed and three candidates had been interviewed. Following a reception open to the public, the Mayor and Councilor Anderson met with staff to receive input. The Mayor and Council then met in Executive Session to discuss the candidates and their reference checks. One candidate returned for a second interview. Mayor Sherman recommended Dale Shaddox for the position of City Manager. The Council reviewed the qualifications of Mr. Shaddox and the steps taken to handle a difficult situation regarding background information.

**Councilor Mickelson moved, a second followed, and the Council voted unanimously to hire Dale Shaddox as Brookings City Manager and to authorize Mayor Sherman and Council President Anderson to negotiate a contract.**

**2. *Automated Meter Reading Equipment***

Acting City Manager Paul Hughes reviewed the staff report and stated he had discussed the proposal with both public works and the meter reader who approved. The Council discussed the long term plan to have all meters replaced. Hughes explained the replacement would take two or three budget cycles to complete. The Council agreed with Councilor Anderson when he stated the system would pay for its self in a very short period of time.

**Councilor Mickelson moved, a second followed, and the Council voted unanimously to approve the transfer of \$21,750 from Water Fund contingencies to Water Fund distribution capitol outlay to purchase handheld water meter data storage equipment and software.**

**3. *Other***  
None.

**VIII. Consent Calendar**

- A. *Approval of Council Meeting Minutes*
    - 1. *Meeting of September 26, 2005*
  - B. *Acceptance of Planning Commission Minutes*
    - 1. *Meeting of September 6, 2005*
    - 2. *Meeting of September 20, 2005*
  - C. *Approval of vouchers for month of September, 2005 (\$364,800.55)*
- End Consent Calendar*

**Councilor Anderson moved, a second followed, and the Council voted unanimously to approve the consent calendar as published.**

**IX. Ordinances/Resolutions/Final Orders**

- A. *Ordinances*
  - 1. *In the Matter of Ordinance No. 315.A, an Ordinance Amending Ordinance No. 315 Regulating the Consumption of Alcoholic Beverages on Public Premises*

Acting City Manager Paul Hughes reviewed the process for this ordinance amendment and read Ordinance No. 315.A in its entirety.

**Councilor Mickelson moved, a second followed, and the Council voted unanimously to have the second reading of Ordinance No. 315.A by title only.**

Hughes read the title of Ordinance 315.A. Ex Officio Stadelman questioned the exclusion of public highways by the ordinance.

City Attorney John Trew advised highways were usually under the control of the State and explained this amendment removed the permit process to allow alcohol on public premises.

Councilor Anderson stated this issue had been discussed at several City Council meetings. Anderson felt other agencies needed to address the alcohol issue to help decrease domestic violence and crime.

**Councilor Anderson moved, a second followed, and the Council voted unanimously to adopt Ordinance 315.A, amending Ordinance 315 regulating the consumption of alcoholic beverages on public premises.**

## **X. Remarks from Mayor and Councilors**

### *A. Council*

Councilor Gordon stated the alcohol problem was county wide. He advised the three areas of the county would be attending a summit on Wednesday, October 12, 2005 sponsored by the Ford Family Foundation to discuss the alcohol/drug problems in the County.

### *B. Mayor*

Mayor Sherman and the Council discussed the visioning process of Sue Densmore as a community resource developer.

Mayor Sherman presented the Domestic Violence Awareness Proclamation to Lea Sevey from the Oasis Shelter. Ms. Sevey stated Curry County was second highest in domestic violence in Oregon; Coos County was first. She discussed the effect of alcohol on domestic violence with the Council.

## **XI. Adjournment**

**Councilor Anderson moved, a second followed, and the Council voted unanimously by voice vote to adjourn the meeting at 8:15 p.m.**

Respectfully submitted:

Pat Sherman  
Mayor

ATTEST by City Recorder this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Paul Hughes  
Finance Director/City Recorder

**RESOLUTION 05-R-747**

A RESOLUTION OF THE CITY OF BROOKINGS TO RECOMMEND TO THE OREGON DEPARTMENT OF TRANSPORTATION, PROJECT DEVELOPMENT TEAM, ALTERNATIVE 5 (A NON-COUPLET).

WHEREAS, the ODOT Project Development Team (PDT) requested that the Brookings City Council express a preference for either Alternative 4 (a one-way couplet) or Alternative 5 (a non-couplet); and

WHEREAS, at the City Council's June 13, 2005 meeting, the City Council voted to refer Alternative 4 (a one-way couplet) and Alternative 5 (a non-couplet) to a vote of the citizens of Brookings; and

WHEREAS, the election was held on September 20, 2005 and a majority of the votes were in favor of Alternative 5 (a non-couplet),

NOW, THEREFORE, BE IT RESOLVED:

That the City Council recommend to the Oregon Department of Transportation, Project Development Team, Alternative 5 (a non-couplet) as the Highway 101 Improvement Solution.

The foregoing Resolution was duly adopted by the City of Brookings, Oregon on the 24th day of October, 2005. The effective date of this resolution is October 24, 2005.

PASSED by the council and signed by the Mayor this 24<sup>th</sup> day of October, 2005.

\_\_\_\_\_  
Pat Sherman, Mayor

ATTEST:

By \_\_\_\_\_  
Paul Hughes, City Recorder

# BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: September 2005

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
5	Single Family Dwelling	\$3,530.00	\$2,294.52	\$247.10	\$39,395.00	\$863,059.00	38	\$8,122,419.00	32	\$7,048,786.00
1	Single Family Addition	\$215.50	\$140.08	\$15.09	\$0.00	\$34,790.00	11	\$306,372.00	27	\$658,968.00
1	Single Family Garage-Carport	\$104.50	\$67.93	\$7.32	\$0.00	\$13,709.00	10	\$215,538.00	9	\$200,850.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	9	\$3,456,459.00	6	\$2,102,468.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$0.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$497,604.00	1	\$124,416.13
0	Commercial Addition-Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$5,949,000.00	12	\$226,464.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$71,936.00	3	\$439,000.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$16,870.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	3	\$0.00
2	Misc.-Retaining Wall-Fence	\$152.50	\$99.13	\$10.68	\$0.00	\$22,820.00	22	\$466,236.00	9	\$192,930.00
9	Total Building Permits	\$4,002.50	\$2,601.66	\$280.18	\$39,395.00	\$934,378.00	104	\$19,102,434.00	103	\$10,993,882.13
6	Mechanical Permits	\$143.85	\$0.00	\$10.07	N/A	N/A	75	N/A	82	N/A
5	Plumbing Permits	\$285.60	N/A	\$19.99	N/A	N/A	49	N/A	40	N/A
1	Mfg Home Install - Permit Fee	\$160.00	N/A	\$11.20	N/A	N/A	3	N/A	1	N/A
1	Mfg Home Install - Administrative Fee	\$30.00	N/A	N/A	N/A	N/A	4	N/A	1	N/A
22	TOTAL PERMITS	\$4,621.95	\$2,601.66	\$321.44	\$39,395.00	\$934,378.00	235	\$19,102,434.00	227	\$10,993,882.13
	Total Year to Date Calculated Fees	\$67,515.00	\$46,240.40	\$4,747.68	\$469,249.00					
	2004 YTD Calculated Fees	\$43,706.77	\$29,924.89	\$3,087.40	\$336,491.00					

# URBAN RENEWAL DISTRICT - BUILDING DEPARTMENT ACTIVITIES SUMMARY

For the Month of: September 2005

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
0	Single Family Dwelling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$577,906.00	2	\$706,336.00
0	Single Family Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$17,288.00
0	Single Family Garage-Carport	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$45,695.00	1	\$33,510.00
0	Two Family Residential	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	1	\$264,636.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$497,604.00	1	\$124,416.13
0	Commercial Addition-Change	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	3	\$5,937,000.00	9	\$110,564.00
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	2	\$439,000.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00
0	Misc.-Retaining Wall-Fence	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$262,751.00	1	\$65,000.00
0	Total Building Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12	\$7,320,956.00	19	\$1,760,750.13
0	Mechanical Permits	\$0.00	\$0.00	\$0.00	N/A	N/A	6	N/A	9	N/A
0	Plumbing Permits	\$0.00	N/A	\$0.00	N/A	N/A	4	N/A	4	N/A
0	Mfg Home Install - Permit Fee	\$0.00	N/A	\$0.00	N/A	N/A	0	N/A	0	N/A
0	Mfg Home Install - Administrative Fee	\$0.00	N/A	N/A	N/A	N/A	0	N/A	0	N/A
0	TOTAL PERMITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	22	\$7,320,956.00	32	\$1,760,750.13
	Total Year to Date Calculated Fees	\$20,795.40	\$19,093.88	\$1,455.68	\$65,804.00					
	2004 YTD Calculated Fees	\$6,609.00	\$4,568.31	\$462.63	\$44,284.00					