



Agenda

City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings Oregon
December 12, 2005 7:00 p.m.

There will be a Council Work Session to allow Brown & Caldwell to present information on bio-solid disposal options at 5:30 pm just prior to the Common Council meeting. The regular Council Meeting will begin at 7:00 pm.

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Ceremonies/Appointments/Announcements

A. Announcements

1. Introduction of Police Officer Stephen Clarke
2. Introduction of Police Officer Dustin Watson

V. Public Hearing

- A. Appeal of a Planning Commission decision denying a variance, VAR-3-05, to a side yard setback for a RV garage on property belonging to Kenneth Byrtus, identified as Assessor's Map 41-13-06CD, Tax lot 102. [page 5]
- B. Request for a Comprehensive Plan/Zone Change, CPZ-1-05, from Residential to Open Space and from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) on property belonging to the City of Brookings, identified as Assessor's Map 40-14-36AD, Tax lot 1900. [page 39]
 1. Final Order in the matter of Planning Commission File No. CPZ-1-05; application for a Zone Change; City of Brookings, applicant. [page 45]
 2. Ordinance No. 05-O-570, An Ordinance amending the Comprehensive Plan designation on a parcel of land located on East Harris Heights Road from Residential to Open Space and the zoning from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) [page 47]



VI. Oral Requests and Communications from the Audience

- A. Committee and Liaison reports**
 - 1. Chamber of Commerce
 - 2. Council Liaisons
- B. Unscheduled**

VII. Staff Reports

- A. Finance Department**
 - 1. Ratification of Union Contract [page 51]
 - 2. Approval of Inspector position and salary range [page 53]
- B. Fire Department**
 - 1. Approval of bid award for 8 new Bendix King Digital Mobil radios [page 59]
 - 2. Approval of purchase of Firefighter I & II training DVD's to Action Training Systems. [page 61]
- C. City Manager**
 - 1. Approval of Work Session date with Park and Recreation Commission on February 26, 2006 7:00 pm to discuss ODOT proposals/options for the Chetco Ave./5th Street intersection. [page 63]
 - 2. Other

VIII. Consent Calendar

- A. Approval of Council Meeting Minutes**
 - 1. Meeting of November 14, 2005 [page 65]
- B. Approval of vouchers for month of November, 2005 (\$ 284,043.77) [page 69]**
- C. Approval of Liquor License Application for Pancho's Cantina Y Restaurante [page 73]**
- D. Acceptance of a deed from Mahar/Kessler Properties LLC for Lot 46 of Vista Ridge Subdivision for water tank location [page 75]**
- E. Approval of dates for budgetary goals work sessions [page 79]**

End Consent Calendar

IX. Remarks from Mayor and Councilors

- A. Council**
- B. Mayor**

X. Adjournment

Events

December 2005

December 2005						
S	M	T	W	T	F	S
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	30	31

January 2006						
S	M	T	W	T	F	S
1	2	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	30	31				

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
			December 1	2	3
			8:15am CC-CmtyDevDpt Staff mtg/EWait 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray		4
5	6	7	8	9	10
9:30am CC- VIPS/Volunteers in Police Service/Marvin Parker 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palic 3:30pm KURY Radio Community Focus 7:00pm CC-Planning Commssn	12:00pm Comnity Agencies mtg (Chetco Sr.Ce 1:30pm CC Land Development Code 2:30pm FH-SafetyComMtg/ Kathy Dunn 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:00pm Vaught OTEC Lone Ranch Progress mtg 3:00pm CC Urban Renewal		11
12	13	14	15	16	17
7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	10:00am FH-Brookings Rural Fire District-Phil Cox-469-5729 3:30pm KURY Radio Community Focus 7:00pm CC Planning Commission Mtg	1:30pm CC Land Development Code committee 5:00pm CC-Victims Impact Panel-Mindy-Curry Prevention Services-541-247-241	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com 1:00pm CC-Municipal Court 2:00pm CC - CEP Joyce 4:00pm Health Fair 7:00pm CC-Parks & Rec		18
19	20	21	22	23	24
9:30am CC-VIPS/Volunteers in Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:30am CC-Investigator/Patrol Information Sharing Meeting-Barbara Palic 3:30pm KURY Radio Community Focus 7:00pm CC City Council meeting tentative	1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray		25
					City Hall Closed- Christmas Day H
26	27	28	29	30	31
CITY HALL CLOSED 7:00pm FH-FireTng/ChShrp (Fire Hall)	3:30pm KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	1:30pm CC Land Development Code committee	8:15am CC-CmtyDevDpt Staff mtg/EWait 10:00am CC- Site Plan Com Mtg/LauraLee Gray	4:00pm FH Helmet Instruction w/Marvin 2259	CC Traffic School with Marvin 225

February 2006						
S	M	T	W	T	F	S
5	6	7	1	2	3	4
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

12/7/2005 1:54 PM

TO: Mayor and City Council
FROM: John Bischoff, Planning Director
THROUGH: Dale Shaddox, City Manager
DATE: December 1, 2005



Issue: An appeal of a Planning Commission decision denying a side yard setback for a RV garage on property belonging to Kenneth Byrtus, identified as Assessor's Map 41-13-6CD, Tax Lot 102.

Background: Applicant's RV garage was constructed with information based on the wrong property line and actually extends about 4 feet into the neighboring lot as explained in the attached Planning Commission Staff Report. The applicant has attempted to correct the condition by purchasing the adjoining property and creating a lot line adjustment but to comply with all Land Development Code provisions was required to apply for a side yard setback variance of 2 feet as explained in the attached staff report. The hearing on the appeal has been delayed by request of the applicant who has submitted a letter waiving the 120 day period.

Recommendation: At their regularly scheduled meeting of August 16, 2005 the Planning Commission denied the application with the finding that not knowing where his property line was actually located does not constitute a circumstance that is beyond his control and thus does not meet the requirements of Criteria One of the variance ordinance. A copy of the Planning commission Staff Report is attached.

CITY OF BROOKINGS PLANNING COMMISSION
STAFF AGENDA REPORT

SUBJECT: Variance
FILE NO: VAR-3-05
HEARING DATE: August 16, 2005

REPORT DATE: June 17, 2005
ITEM NO: 8.1

GENERAL INFORMATION

APPLICANT: Kenneth Byrtus.

REPRESENTATIVE: None.

REQUEST: A two foot side yard setback variance to allow a 6 foot setback for a building that requires an 8 foot setback. This request would, in effect allow a lot line adjustment that would create the requested 6 foot setback.

TOTAL LAND AREA: 1.18 acres.

LOCATION: At the westerly end of Byrtus Pl. More specifically 1105 Byrtus Place.

ASSESSOR'S NUMBER: 41-13-6CD, Tax Lot 102. The Lot Line Adjustment would include T/L 104

ZONING / COMPREHENSIVE PLAN INFORMATION

EXISTING: R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size).

PROPOSED: Same.

SURROUNDING: R-1-6 with R-3 (Multiple Family Residential) to the southeast along the coast.

COMP. PLAN: Residential.

LAND USE INFORMATION

EXISTING: A single family house and an RV garage.

PROPOSED: Same except the RV garage is the building requiring the setback variance.

SURROUNDING: Single family homes in the R-1-6 Zone and Condominiums in the R-3 Zone.

PUBLIC NOTICE: Mailed to all property owners within 250 feet of subject property and published in local newspaper.

BACKGROUND INFORMATION

The subject property is a trapezoidal shaped, 1.18 acre (51400.8 sq. ft.), parcel located at the west end of Byrtus Place, which is a private street. The subject parcel is actually separated from the end of Byrtus Pl. by a 25 foot wide access strip to Tax Lot 104, which is located adjacent to the south boundary of the subject lot (See Exhibit 1) and thus is easement accessed. The subject lot has a northerly boundary of 210 feet, an easterly boundary of 202.95 feet and a southerly boundary of 330 ft. more or less to the mean high tide line. The westerly boundary extends northeasterly approximately 240 feet from the high tide line to the north boundary. The property contains a single family house and a RV garage. The applicant also owns the adjoining lot to the south, which includes the access strip that separates the subject lot from the end of Byrtus Pl. Topographically the subject property is flat with a slight downward slope toward the ocean.

The subject property is zoned R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) as is the surrounding area, which is developed with single family homes. Byrtus Place is a private street within a 25 foot right-of-way with a paved travel way and no other improvements. This street was approved as a part of a major partition with the understanding that it would be fully improved to a 45 foot standard when the lots to the north of it were developed and at that time become a public street. Water and sewer service is available to the subject property.

PROPOSED VARIANCE

In October 2004 the applicant was issued a building permit and has constructed a 20 X 70 foot RV garage using a block wall along the easterly boundary as part of the wall of the garage. As it turns out, the wall that the applicant thought was on his property, is actually about 4 feet into the 25 foot wide access strip for the adjoining lot to the south (T/L 104). Even if the wall had been on the applicant's property, it would have been on the property line, thus the RV garage would have a zero side yard setback. When the RV garage was being built the City Building Official questioned the location and was told by the applicant that his property line was on the easterly side of the 25 foot wide access strip and that the access strip was an easement over the applicant's property. After receiving complaints from neighbors the Building Official asked on two more occasions and was assured that the building was on the applicant's property and was shown a property corner marker, which the applicant stated was the corner of his property. After the RV garage was finished it came to light that the access strip was not an easement but actually a part of the adjoining lot to the south and at this time staff informed that applicant that the garage was actually on the neighbors property and thus nonconforming and must be removed or measures taken to mitigate the nonconforming condition.

As a step to mitigate this condition, the applicant has purchased the adjoining lot to the south, which, of course, includes the 25 foot wide access strip. The applicant's proposed solution would include a lot line adjustment to move the easterly boundary of the subject lot a total of 10 feet into the access strip to provide a six foot side yard setback for the building. The problem is that the building is 21 feet high and thus requires an 8 foot side yard setback. To compound the issue, the access strip to the adjoining lot on the south cannot be narrower than 15 feet to meet the requirements of Section 112, Rear Lot Development, of the Land Development Code. Moving the lot line enough to provide the required 8 ft. setback would reduce the access strip to 13 feet in width. Thus the applicant is requesting a 2 foot side yard setback variance to allow the 10 foot lot line adjustment. Without the variance a simple lot line adjustment will not resolve the issue.

The entire issue could be resolved by combining both lots into one, however, T/L 104 also has a house on it so this cannot be done because the R-1-6 Zone does not allow more than one house on a lot. Another possible solution would be to move the property line to the west and thus place the RV garage on Tax Lot 104.

ANALYSIS

The Planning Commission must determine that all of following criteria has been met when deciding on applications for a variance:

1. Exceptional or extraordinary conditions applying to the property that do not apply generally to other properties in the same zone or vicinity, which conditions are a result of lot size or shape, topography or other circumstances over which the applicant has no control, and to which the applicant has not contributed.
2. The variance is necessary for the preservation of the property right of the applicant substantially the same as is possessed by owners of other property in the same zone or vicinity.
3. The authorization of the variance shall not be materially detrimental to the purpose of this code, be injurious to property in the same zone or vicinity in which the property is located or by otherwise detrimental to the objectives of any city development plan or policy.
4. The variance request is the minimum variance from the provisions and standards of this code, which will alleviate the hardship.

The following is staff's analysis of the proposed variance in relation to the criteria cited above based on the evidence submitted by the applicant.

Criterion 1, Exceptional Circumstance.

In the findings relating to this criterion the applicant states that when the RV garage was built, it was his understanding that the easterly property line of his lot was the easterly boundary of the access strip to the adjoining property to the south (T/L 104) and that the 25 foot wide access was an easement over his property and thus this misunderstanding is the circumstance that is beyond his control.

Criterion 2, Preservation of A Property Right.

In the findings relating to this criterion the applicant states that "A property owner must have the right to present and work through reasonable solutions to issues directly affecting their property ownership and enjoyment. I present here such a reasonable solution; one which if approved comes with out injury, damage or adverse impact to any parties, other than expense to myself. Property owners rights are protected through the cooperation of agencies, apply reason to regulations governing development, this application is simple asking for approval of a reasonable request to allow the landowner the right to bring resolution to this issue."

Criterion 3, Affect On City Ordinances.

The fact of this case is that the RV garage was constructed partially on property that was not in the ownership of the applicant at the time. Although the applicant has subsequently bought the property that the garage is partially on, it is a separate tax lot and the proposed lot line adjustment between the two properties cannot be done to fully mitigate the setback issue with out violating other aspects of the Land Development Code and thus a variance is still required. As stated above another way to resolve the issue is by moving the lot line to the west, placing the garage totally on Tax Lot 104. The purpose of this criterion is to protect the Land Development Code from setting a precedent by granting a variance for a reason so general that there is no exceptional or extraordinary circumstance involved.

Criterion 4, Minimum Variance.

The requested 2 foot side yard setback variance is the minimum variance that will resolve the issue as proposed.

FINDINGS

1. The applicant is requesting a side yard setback variance of 2 feet for a RV garage recently constructed on his property.

2. The subject building was constructed using a block wall as a part of the east wall of the building.
3. The access strip for Tax Lot 104, which adjoins the subject property on the south, runs along and adjacent to the east boundary of the subject property.
4. The block wall is actually located approximately 4 feet into the 25 foot wide access strip for Tax Lot 104, which at the time of construction was in a different ownership from the applicant.
5. When questioned by the City Building Official on three occasions, about the location of the building the applicant stated that his property extended to the easterly boundary of the access strip and that the access was an easement over his property. The Building Official has stated that she had no reason to doubt the applicant's statement.
6. The subject property is located within the R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) Zone.
7. The RV garage is 21 feet high and pursuant to the provisions of the R-1-6 Zone requires an 8 foot wide side yard setback.
8. When the actual property boundaries were discovered, the applicant was inform by certified letter that he must show that his understanding of the property lines was correct or remove the building.
8. As a mitigation measure the applicant bought Tax Lot 104 with the intent of moving the easterly boundary of the subject property, through a Lot Line Adjustment, to meet the 8 foot setback requirement.
10. Section 112, Rear Lot Development, of the Land Development Code requires flag lots to have an access strip of at least 15 feet in width.
11. If the easterly boundary of the subject property is moved more than 10 feet into the 25 foot wide access strip, the access strip would fall below the required 15 feet in width.
12. Moving the easterly boundary of the subject property only 10 feet provides a side yard setback of only 6 feet, which is the reason for the variance request.

CONCLUSIONS

In this particular case staff is taking the option of not making a recommendation to the Planning Commission and no conclusions will be made until the Commission makes a decision. In this instance staff believes that the Commission must make the decision as to whether the fact that the applicant did not know or misunderstood where his property lines are located is a circumstance that is beyond his control and therefore reason to approve the variance.



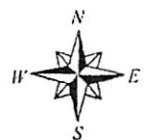
Applicant: Kenneth Byrtus

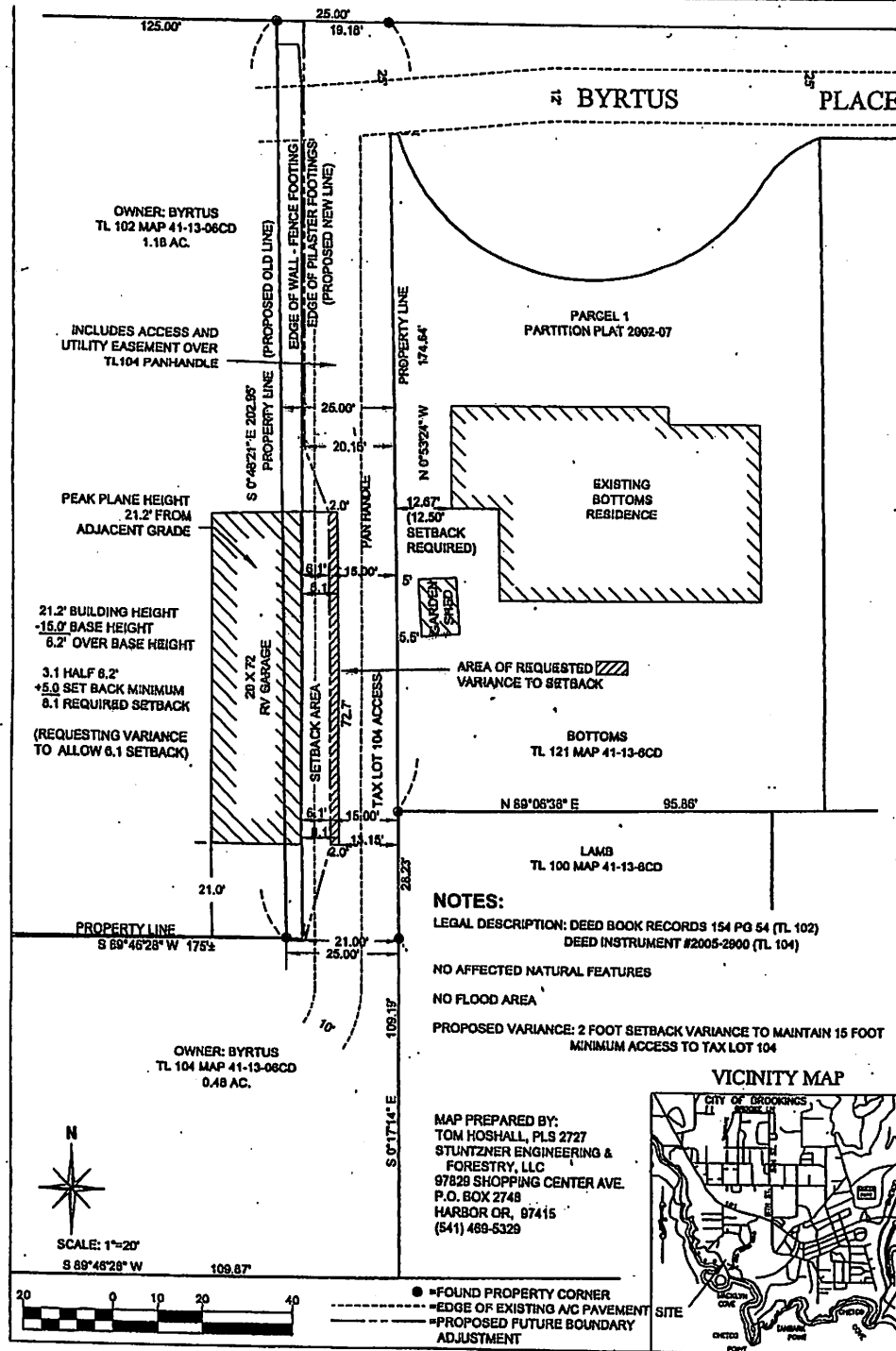
Assessor's No: 41-13-06CD Tax Lot 104

Size: 1.18 acre

Location: 1105 Byrtus Place

Zone: R-1-6 (Single-family Residential, 6,000 sq. ft. minimum lot size)





Applicant: Kenneth Byrtus

Assessor's No: 41-13-06CD Tax Lot 104

Size: 1.18 acre

Location: 1105 Byrtus Place

Zone: R-1-6 (Single-family Residential, 6,000 sq. ft. minimum lot size)



FOR ONLY

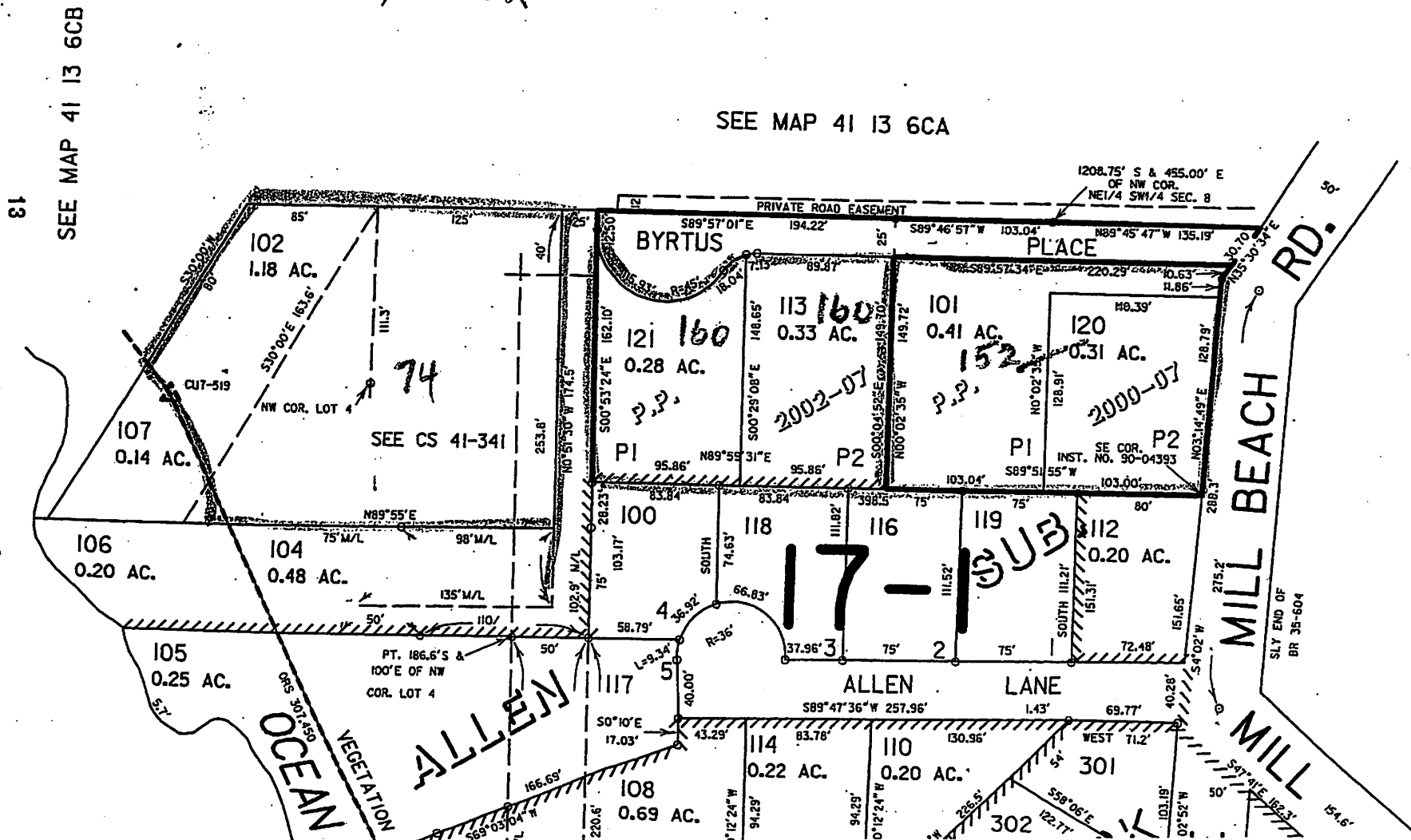
SE1/4 SW1/4 SEC. 6 T.41S. R.13W. W.M.
CURRY COUNTY

1" = 100'

EXHIBIT 4

COPY OF TAX MAP
DATED
JULY 2002

SEE MAP 41 13 6CA



REPLAT OF
PORTION OF
11 2W

Documents submitted by applicant at Planning Commission
Meeting-August 16, 2005

VAR-3-05

EXHIBIT	DOCUMENT	NUMBER OF PAGES	DATE	ADDITIONAL INFO:
A	Findings of Fact MP-1-00	4	August 15, 2005	Major Partition findings from John Babin, attorney
B	Letter from neighbors: Randall & Lynne Sorbel	1	July 20, 2005	Support variance request
C	Letter from neighbor: Richard Lamb	1	No date	Support variance request
D	Letter from neighbor:Linda Bottoms	1	No date	Support variance request
E	1970 Survey-for Mr. & Mrs. Cunningham	1	May 28, 1970	
F	Allen Subdivision Subdivision	1	n/a	
G	Gulbrandsen Partition Plat 2000	1	Feb.2000	Smith Surveying
H	Byrtus Partition Plat 2002	Page 2 of 2 (page 1 not submitted)	Sept. 5, 2002	Reily Smith Land Surveying
I	City of Brookings Site Plan sign-off	1	10-28-04	
Photos of Property:				
J & K	Copy of property	1	n/a	
L	Copy of Photo	1	n/a	
M	Copy of Photo	1	n/a	
N	Copy of Photo	1	n/a	
O	Copy of Photo	1		
P	Copy of Photo	1		
Q	Copy of Photo	1		
R	Copy of Photo	1		
S	Copy of Photo	1		
T	Survey by Stuntzner- December 2004	1	12-14-04	For Mike Shively

BEFORE THE PLANNING COMMISSION
CITY OF BROOKINGS, COUNTY OF CURRY
STATE OF OREGON

RECEIVED
AUG 16 2005

CITY OF BROOKINGS
COMMUNITY DEVELOPMENT

In the matter of Planning Commission File No.)
MP-1-00; application for approval of a major)
partition; Kenneth Byrtus, applicant.)

Final Order
(Proposed)
Findings of Facts

Applicants submits the following as proposed findings and conclusions in their Application for a lot line adjustment and a variance.

1. The Applicants purchased Tax Lot 102 from Bill Cunningham and his wife in 1988.

At the time of the purchase Bill Cunningham represented to the Applicants that the property corners for the eastern boundary line were two 5/8 inch iron pipes located on a line with property owned by Edna Allen and Monell. The Cunninghams further represented that the property was subject to a 25 foot easement which was for the benefit of the owner of adjacent Tax Lot 104.

2. Various documents and diagrams were shown to the Applicants on or about that time which supported the concept that their easterly boundary line was located at the afore-mentioned iron pipes on the boundary lines with Monell and Edna Allen.
3. In 1992 Applicants constructed a small garage which is located in a similar position to the current garage that violates the set back requirement. Questions involving set back requirements raised by the building official at that time, Marshall Ferg, were resolved. The building official concluded that the proposed small garage did not violate set back requirements and he allowed the construction to proceed.
4. In the year 2000, the Applicants purchased a parcel of property owned by Monell. This

property is the same property on which the iron pipes were located that created the boundary line that created what the Applicants thought was their boundary line with Monell. The surveyor Riley Smith was hired to partition the property purchased from Monell into two parcels. A map prepared by surveyor Riley Smith further supported Applicants' misconceived idea that the boundary with Tax Lot 102 was marked by the iron rods located on the corners of the Monell property.

5. At no time during the partition process did surveyor Smith bring any variance or encroachment problems to the attention of the Applicants. If the variance/encroachment problem had been brought to the applicants at that time, modifications could have been made to the minor partition that would have satisfied set back requirement and access road widths. The failure to correct this unknown problem in the year 2000, has led to the problem and hardship which the Applicants face with their apparent set back problem on a subsequently constructed garage.
6. In January 2005, Applicants purchased Tax Lot 104 from Schively. Schively had purchased Tax Lot 104 from Joe Bryant in approximately 1988. The Applicants are the current owners of Tax Lot 104 which is the lot directly adjacent to and most effected by the set back requirement alleged to have been violated.
7. According to Tom Hoshall, a professional land surveyor with Stuntzner Engineering & Forestry, LLC, the legal description for Tax Lot 104 is somewhat confusing with regard to the 25 foot flag portion. This confusion could have further supported the Applicants' misconception that the 25 foot wide flag pole portion of 104 was in actuality an easement as opposed to the simple ownership of the flag pole portion.

8. In 2004, the Applicants removed the smaller garage and constructed a larger and taller garage, the construction of the larger and taller garage was done to accommodate a large recreational vehicle owned by the Applicants' father. The construction costs for the current garage were \$80,000.00, total costs to remedy would be \$150,000.00. The plans for the current garage were approved by the City of Brookings Inspector on October 21, 2004. The set back requirements were approved by the building inspector based on representations made to her by the Applicants that the easterly boundary line went to current Tax Lot 100 and 121 boundary lines.
9. All adjacent property owners consent to and join in the request for approval of the Application for a Variance.

**BASED ON THE FOREGOING FINDINGS OF FACT THE PLANNING COMMISSION
ADOPTS THE FOLLOWING CONCLUSIONS:**

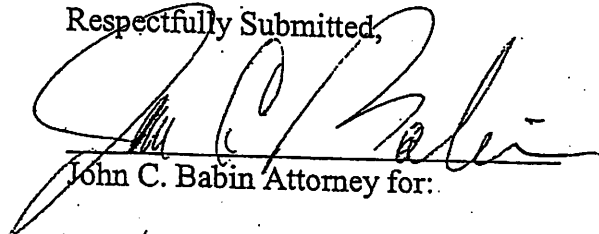
1. The construction and existence of a recreational vehicle garage which violates the side yard set back requirement by two (2) feet (after allowance of a lot line adjustment) is an exceptional and extraordinary condition applying to Tax Lot 102, that does not generally apply to other properties in the same zone or vicinity. The condition is a result of the unusual flag lot shaped configuration of the adjoining Tax Lot 104, and certain misrepresentations and misconceptions regarding property line boundaries made to the Applicant. The Applicant did not substantially contribute to these conditions and to the extent that his contribution to the conditions that he did, the contributions are minor and innocent. If the Applicant had been alerted to the set back violation, at various stages of his ownership, he could have constructed the current garage and the previous garage well within the set back

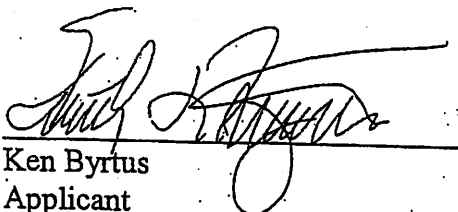
requirements. The factors indicate that the Applicants' part in the current exceptional circumstances was innocent and insubstantial.

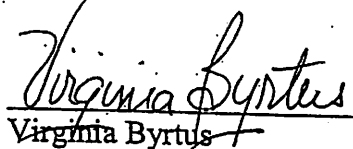
2. The variance is necessary to preserve the substantial property right of the applicant. The open space for which the side yard set back requirements are designed to protect the neighboring property owners is protected.
3. The authorization of the variance is not materially detrimental to the purpose of the code or injurious to the property in the same zone or vicinity. The set back for Bottoms (Tax Lot 121) is 12.67 feet for their residence and 5.5 feet from their gardenshed from the panhandle of the flag lot. The set back from Lamb (Tax Lot 100) is significantly more than the set back for Bottoms. The current owner of Tax Lot 104 are the Applicants' themselves. All adjoining property owners of support and join support and join in the request that the variance be granted
4. The approval of a lot line adjustment and a variance of two (2) is the minium variance from the provisions and the standards of this code, which will alleviate the hardship and should be granted.

Dated this 15th day of August, 2005

Respectfully Submitted,


John C. Babin Attorney for:


Ken Byrtus
Applicant


Virginia Byrtus
Applicant

Randall and Lynne Sorbel
1101 Byrtus Place
Brookings, Oregon

July 20, 2005

City of Brookings
Planning Department
Brookings, OR 97415

Regarding: Application for variance by Ken Byrtus
#VAR-3-05

To Whom It May Concern:

We have received official notification that an application for variance has been filed by our neighbor, Ken Byrtus. We understand this matter to be in reference to his personal property located on our street, specifically, the location of his wall in relation to setback lines. We have considered the issues and concerns that would affect not only our property, but all properties on Byrtus Place and feel confident that we can support Mr. Byrtus in this issue.

We ask that this letter serve as our request that you approve this application for variance.

Sincerely,


Randall and Lynne Sorbel

EXHIBIT C

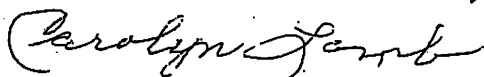
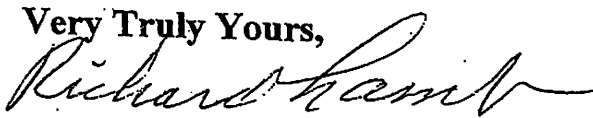
City Of Brookings Planning Department
Brookings, OR 97415

Re: Variance Application of Ken Byrtus # VAR-3-05

Dear Sirs:

I am responding to the Notice of public hearing sent to my attention. We live at 290 Allen Lane in the City of Brookings and are adjacent to Ken and Virginia Byrtus property. We are aware of the above referenced application for a variance and ask that the variance be granted. If you have any question please give me a call.

Very Truly Yours,



Richard Lamb

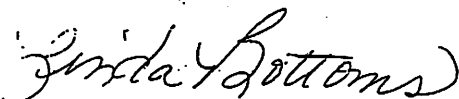
City Of Brookings Planning Department
Brookings, OR 97415

Re: Variance Application of Ken Byrtus # VAR-3-05

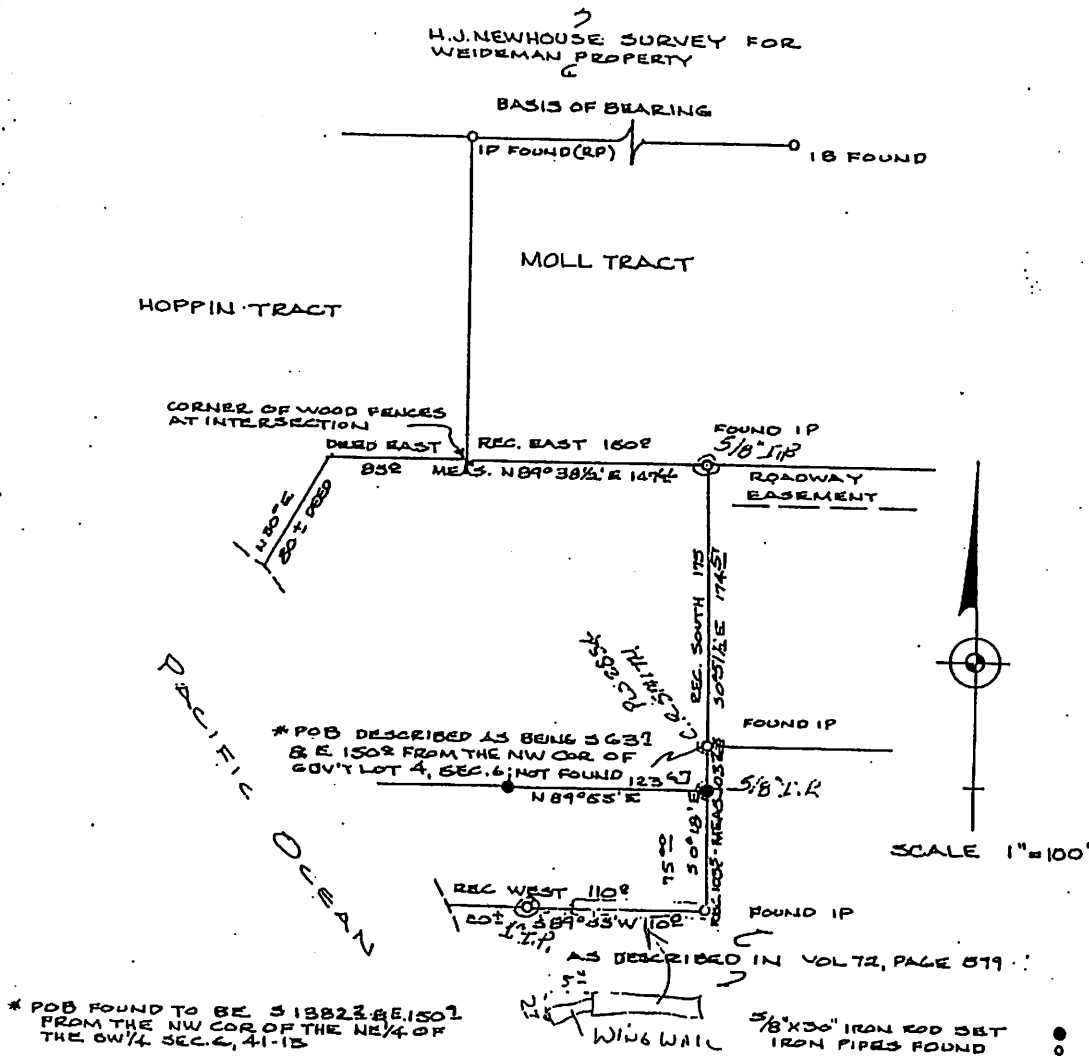
Dear Sirs:

I am responding to the Notice of public hearing sent to my attention. We live at 1103 Byrtus Place in the City of Brookings and are adjacent to Ken and Virginia Byrtus property. We are aware of the above referenced application for a variance and ask that the variance be granted. If you have any question please give me a call.

Very Truly Yours,



Linda Bottoms



MAP OF SURVEY

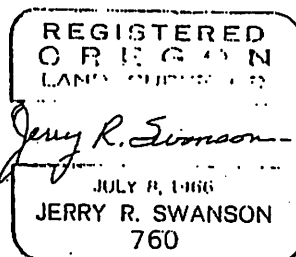
FOR

MR AND MRS BILL CUNNINGHAM

LOCATED WITHIN GOV'T. LOTS 3 & 4, SEC. 6, T41S, R15W, W.M. CITY OF BROOKINGS, CURRY COUNTY, OREGON

APRIL, 1970

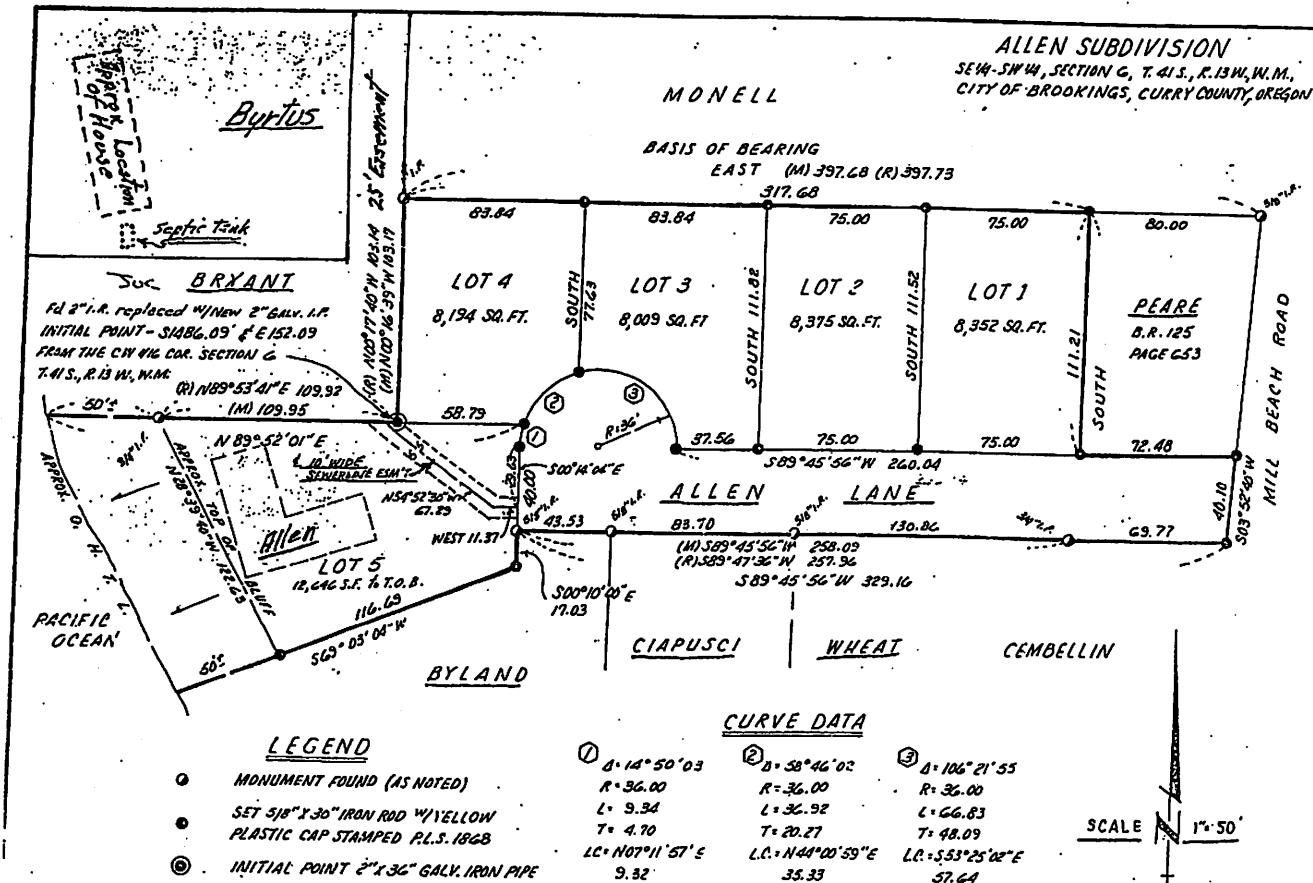
JRS



RECEIVED

May 28, 1970

CURRY COUNTY SURVEYOR

**DEDICATION**

KNOW ALL MEN BY THESE PRESENT, THAT I MARY EDNA ALLEN CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTE SHOWN HEREON AS ALLEN LANE, AND THE EASEMENT IN TESTIMONY WHEREOF, I HAVE SET MY HAND A.

STATE OF OREGON S.S.
COUNTY OF CURRY

BE IT REMEMBERED THAT ON THIS 16 DAY OF 1968 COUNTY AND STATE, APPEARED MARY EDNA ALLEN, TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO AS: IN TESTIMONY WHEREOF, I HAVE SET MY HAND A.

Mary Edna Allen
2/58

APPROVED FOR CITY OF BROOKINGS
IN OPEN SESSION OF THE BROOKINGS PLANNING
MEETING A MATTER OF PUBLIC RECORD, PURS.

ATTEST: RICHARD A. ULLIAN PLANNING D.

SURVEYOR'S CERTIFICATE

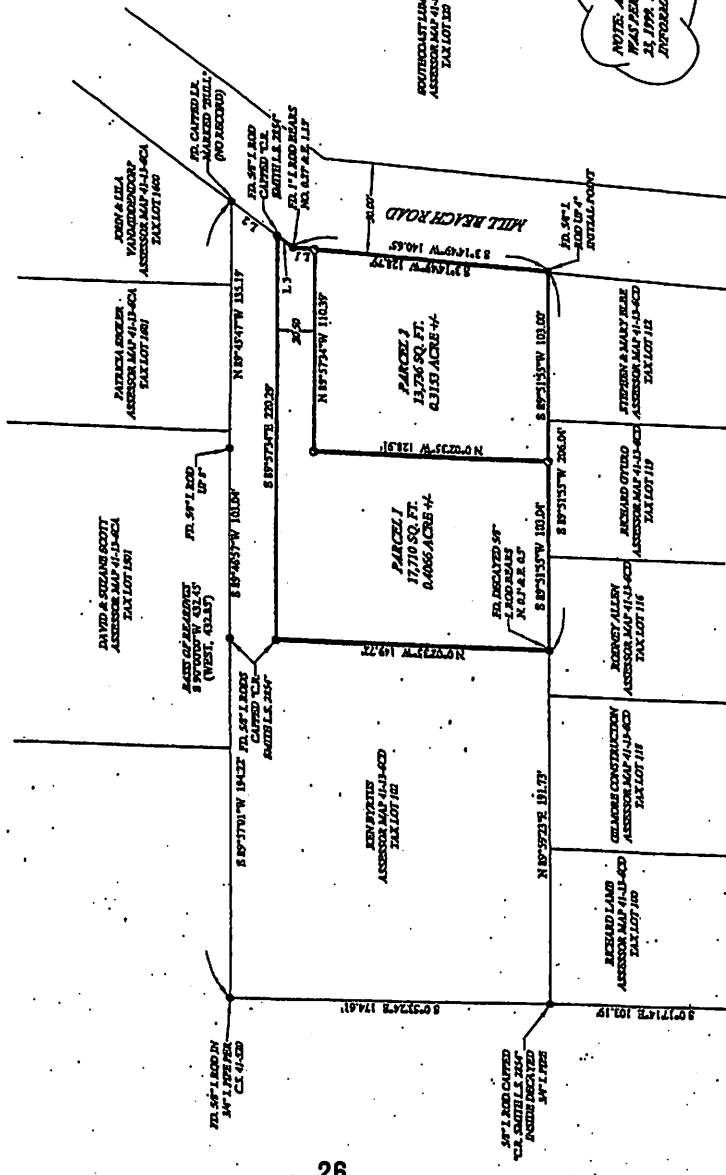
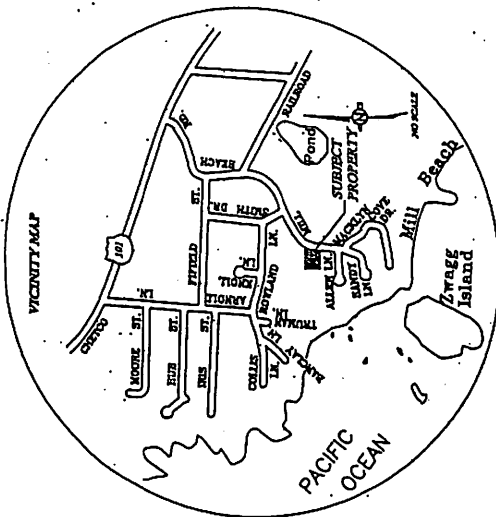
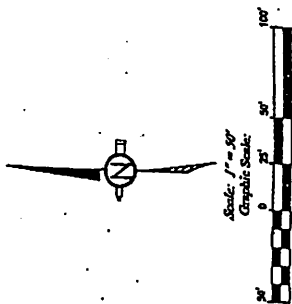
STATE OF OREGON S.S.
COUNTY OF CURRY

EXHIBIT F

PARTITION PLAT NO. 2000-07 CURRY COUNTY INSTRUMENT NO. 2000-1545 GULBRANDSEN PARTITION

LOCATED WITHIN:

THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 6, T. 41 S., R. 13 W.,
WILLAMETTE MERIDIAN, CITY OF BROOKINGS,
CURRY COUNTY, OREGON



LEGEND:

- Found monument per C.S. 41-1347
- Calculated position
- Set 5/8" rebar with yellow plastic cap marked "C. R. Smith L.S. 2854"
- Curry County Recorded Map of Survey
- Calculated bearing/distance

NOTE: A "LOT LINE ADJUSTMENT" SURVEY
WAS PERFORMED BY ME AND RECORDED DEC
23, 1999. PLEASE SEE C.S. 41-1417 FOR OTHER
INFORMATION

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE ORIGINAL.

Charles R. Smith
CHARLES R. SMITH
PROFESSIONAL LAND SURVEYOR

FRONT LINE TABLE:

Line	Bearing	Distance
1	S 87°17'18" W	11.80
2	S 87°17'18" W	30.70
3	S 87°17'18" W	10.85

RECORDED MAP REFERENCES:

C.S. 41-1494, C.S. 41-30, C.S. 41-37,
C.S. 41-35, 41-34, 41-33, C.S. 41-341,
C.S. 41-1347, PARTITION PLAT 1989-25

PROFESSIONAL LAND SURVEYOR

Charles R. Smith
CURRY COUNTY
JAN 23, 1991
CHARLES R. SMITH
2854
EXPIRES JUNE 30, 2000

* Smith Land Surveying *

CHARLES R. SMITH, P.L.S. 2854

P.O. BOX 778
BROOKINGS, OR. 97415

PHONE: (503) 468-3104
FAX: (503) 468-7597

As of 2000-01

Date: FEB. 7, 2000

Drawn: R. H. Smith

Checked: C. R. Smith

Client:

Mr. GLEN GULBRANDSEN

330 Mill Beach Road

Brookings, OR. 97415

File Name:

Outline.dwg

Sheet

2 of 2

REGISTERED
PROFESSIONAL
LAND SURVEYOR
ONBORN
JAN. 21, 1991
RELY H. SMITH
L.S. 143
EXPIRES: JUNE 30, 2002

I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF THE ORIGINAL.
RELY H. SMITH
PROFESSIONAL LAND SURVEYOR

SESSON MAP 41-13-CD (FORMERLY TAX LOT 113)

- NOTES:**
1. UNTIL SUCH TIME AS BYRUS PLACED IS CONSTRUCTED TO FULL CITY STREET STANDARDS, PARCELS 1 AND 2 OF THIS PARTITION CANNOT BE DIVIDED FURTHER.
 2. UNTIL SUCH TIME AS BYRUS PLACED IS APPROVED TO FULL CITY STREET STANDARDS, THE MAINTENANCE OF THE STREET SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS SERVED BY THE STREET.
 3. POINT OF RECORDING PER BYRUS MEEN, CLATSOP COUNTY DISTRICTMENT NO. 189-668.
 4. POINT OF RECORDING PER BYRUS MEEN, CLATSOP COUNTY DISTRICTMENT NO. 189-668.
 5. SEVERLY (PST. NO. 30-0024, TAX LOT 100) AND BYRUS (P.L. 144 PG. 144) TAX LOT 100 HAVE AN ADJACENT, 12.5' EASEMENT FOR ROAD AND UTILITY PURPOSES OVER THE AREA LEADING TO THE "COR." AS SHOWN OVER PARCEL 1.

OTHER REFERENCES:
C.S. 41-520 C.S. 41-1347 C.S. 41-1013 C.S. 41-555,
C.S. 41-540 C.S. 41-34 C.S. 41-42, &
PARTITION PLAT 2000-07

Relly Smith
Land Surveying
844 Robson Ln., Brookings, OR 97415
P.O. BOX 1
WILLIAM L. BYRUS TRUST OF THE
KENNETH L. BYRUS TRUST OF THE
P.O. BOX 1
BROOKINGS, OR 97415
Date: Sept. 5, 2000
Drawn: R. H. Smith
Job # 00-127
2 of 2

EXHIBIT H

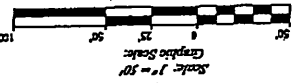
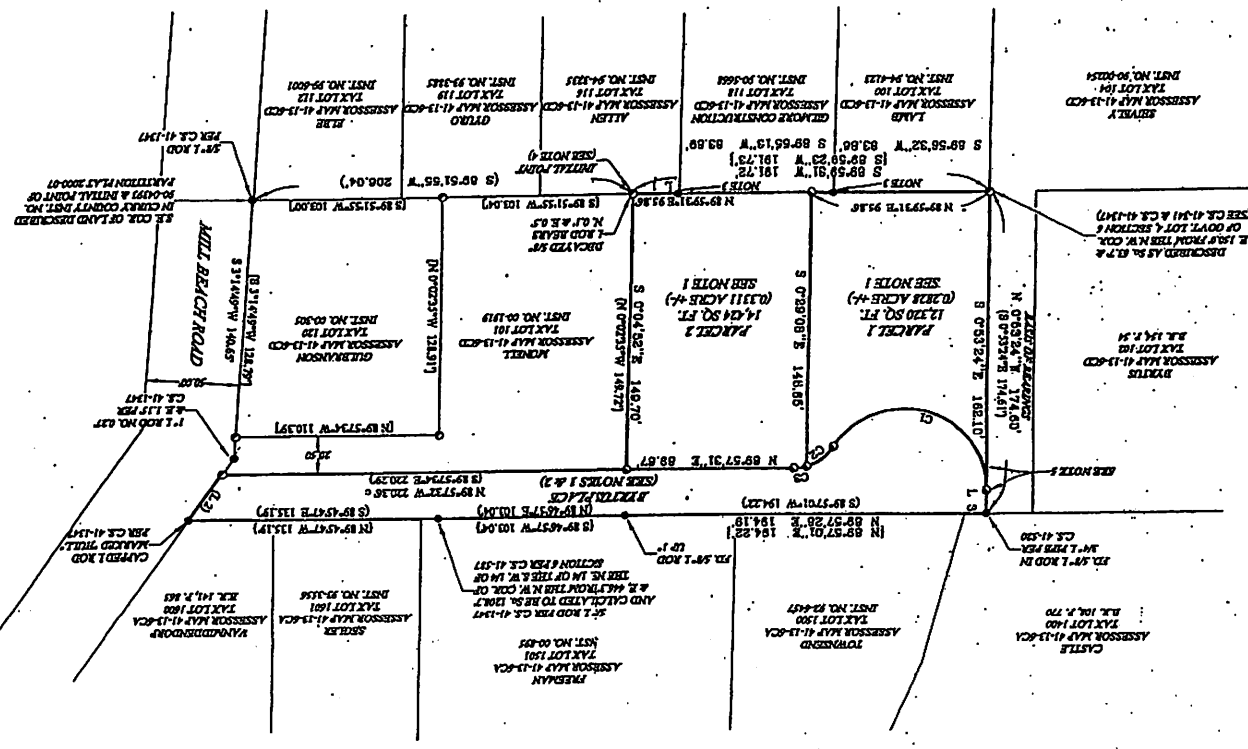
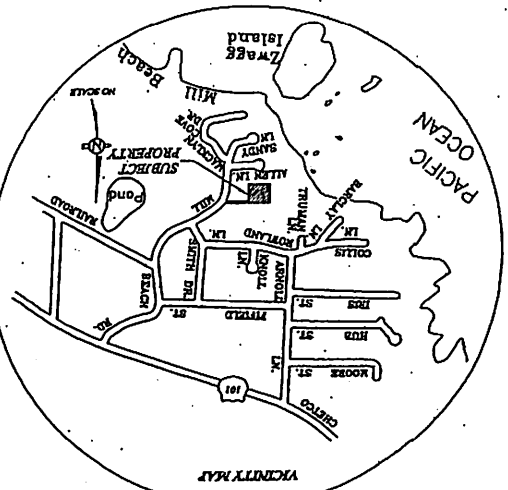
CURVE TABLE

Curve	Delta (deg)	Radius	Chord	Length
1	162.2102	147.3535	147.3535	25.00
2	41.2035	115.83	115.83	45.00
3	17.60	17.60	17.60	17.60
4	7.11	17.60	17.60	17.60
5	3.59	17.60	17.60	17.60

SHORT LINE TABLE

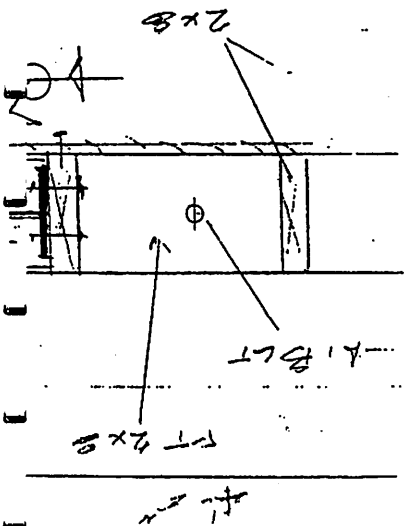
Line	Distance	Bearing
1	12.50	S 0°53'24"E
2	30.70	S 85°30'34"W
3	29.87	S 89°35'01"W

- LEGEND:**
- Found monument as noted
 - Calculated position
 - Found 5/8" rebar with plastic cap marked C.R. Smith L.S. 2854
 - Set 5/8" rebar with plastic cap marked R.H. Smith L.S. 2542
 - Calculated bearing/distance
 - C.S. 41-1347 by C.R. Smith
 - Per Partition Plat 2000-07 by C.R. Smith
 - Per Byrus decd. Inst. No. 1999-6649



PARTITION PLAT NO. 8002-07
CURRY COUNTY INSTRUMENT NO. 8002-1537
BYRUS PARTITION
LOCATED WITHIN:
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6,
T. 41 S., R. 12 W., WILLAMETTE MERIDIAN, CITY OF BROOKINGS,
CURRY COUNTY, OREGON

11



CITY OF BROOKINGS	
CITY MANAGER	10/28/09
PUBLIC WORKS	10/28/09
POLICE DEPT.	
FIRE DEPT.	10-28-09
CITY ENGINEER	
PLANNING DEPT.	10-25-09
BUILDING INSP.	10/21/09
PERMITS & APPLICATIONS	

APPROVED

Laura Lee May

These plans not to be altered or changed without the approval of the Brookings Building Department.

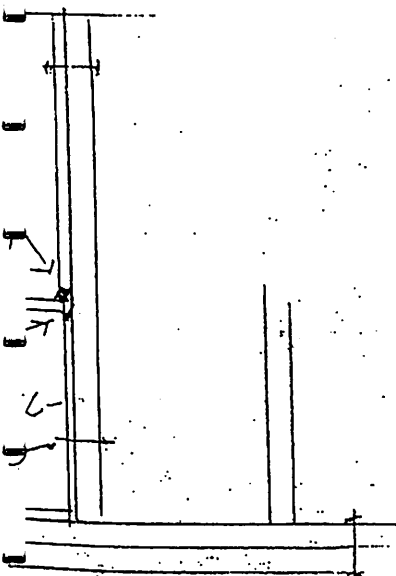


EXHIBIT I

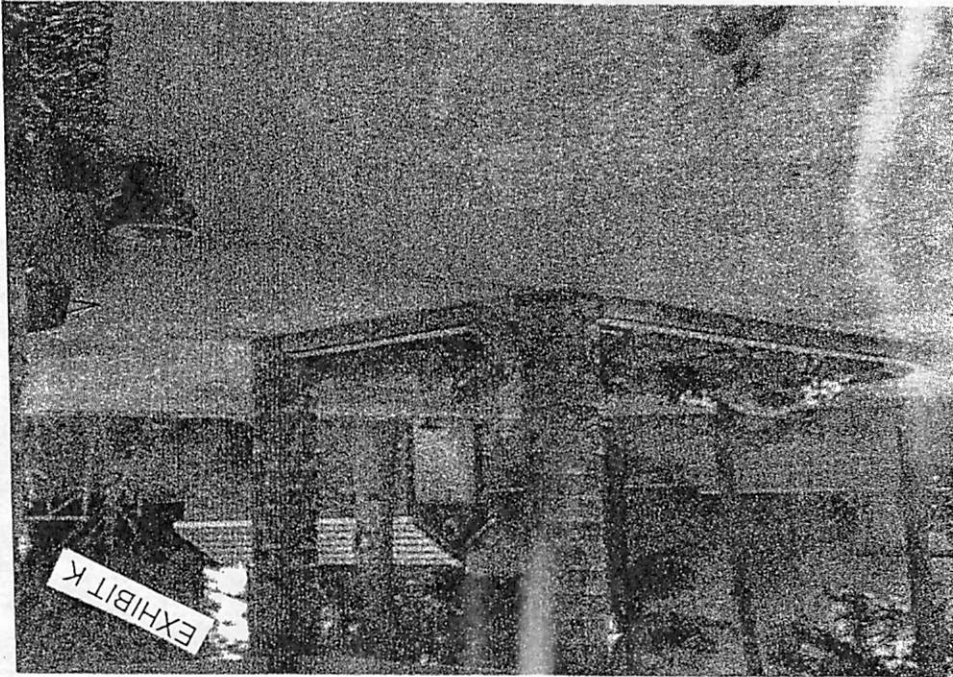


EXHIBIT 1

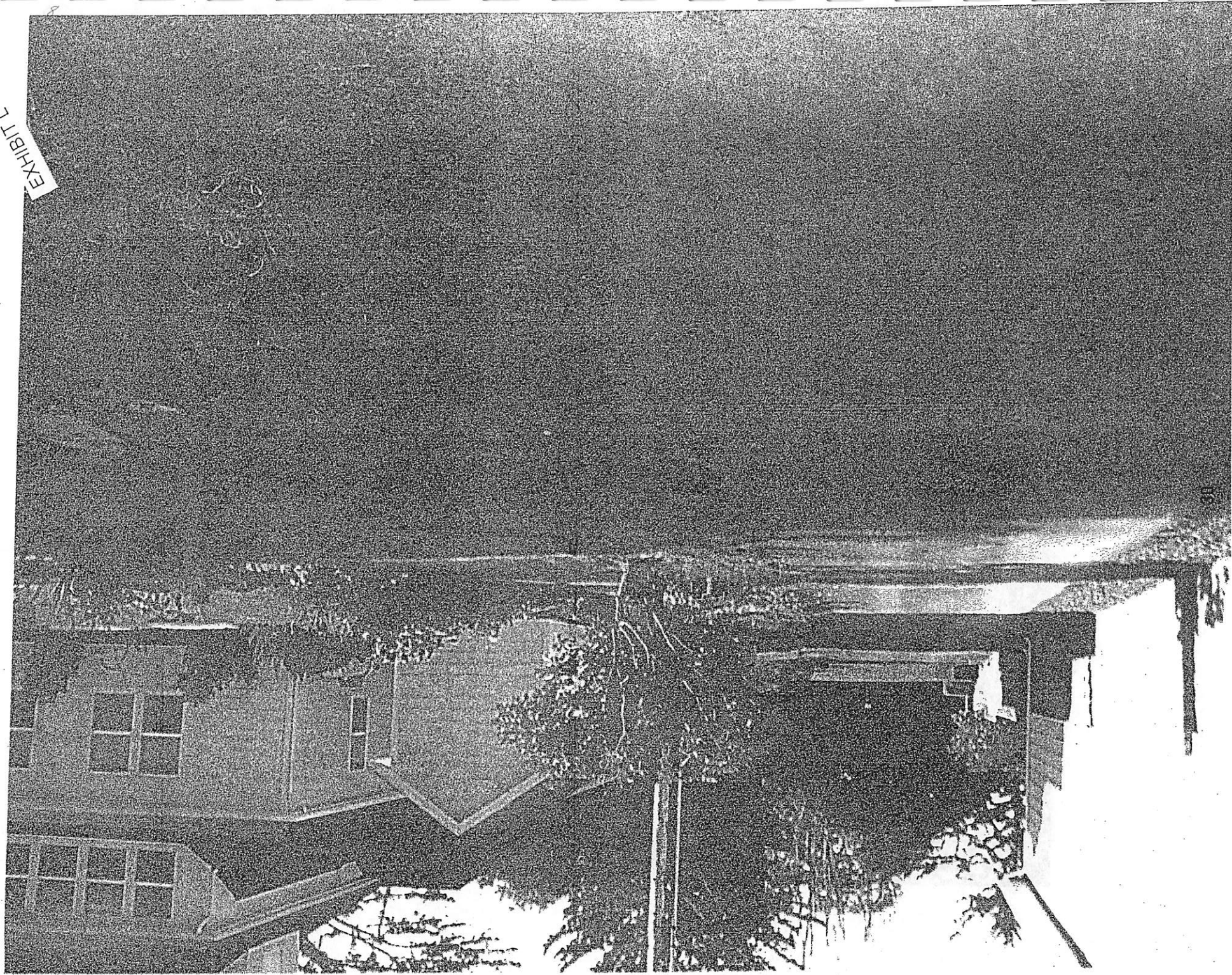


EXHIBIT M

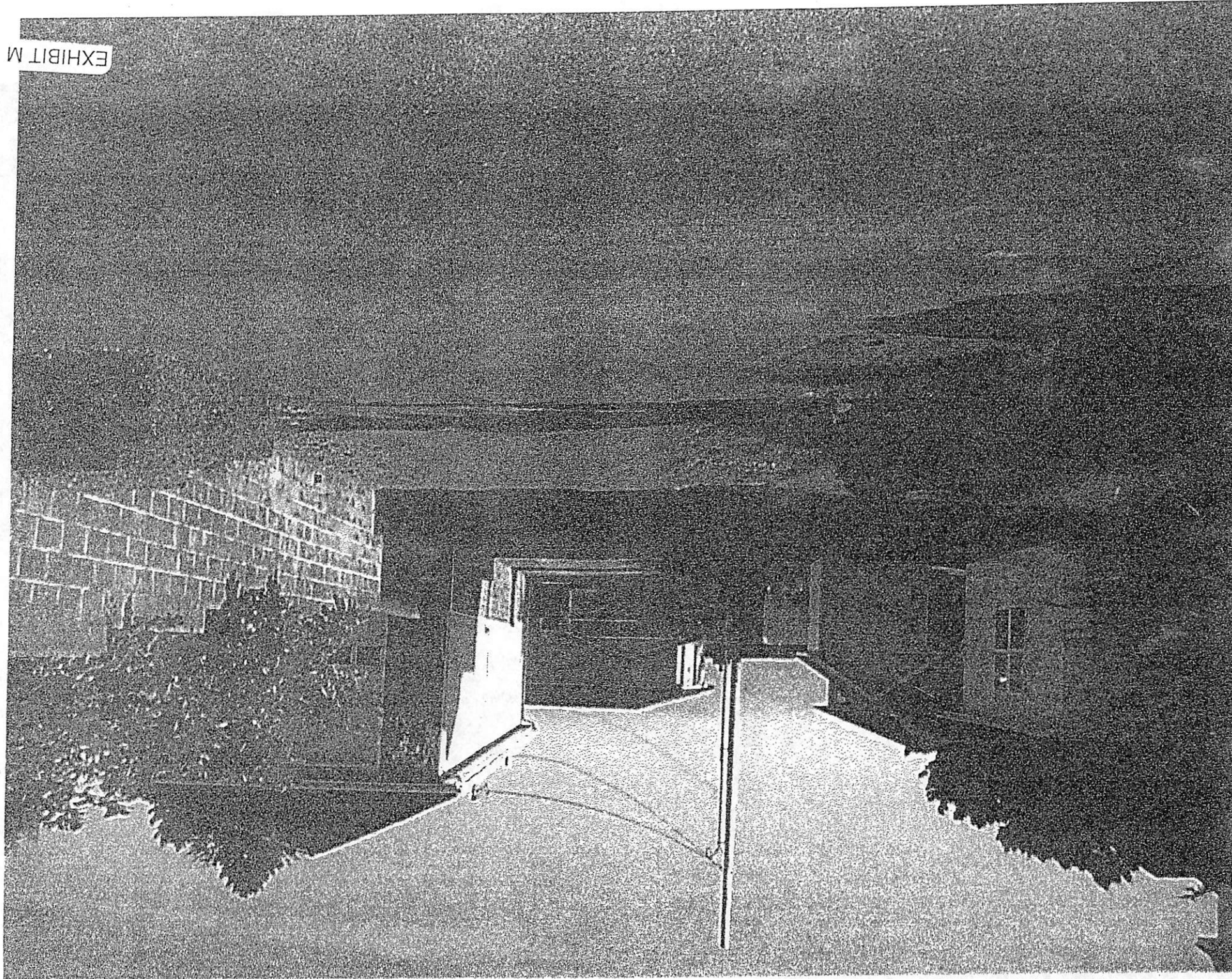


EXHIBIT N

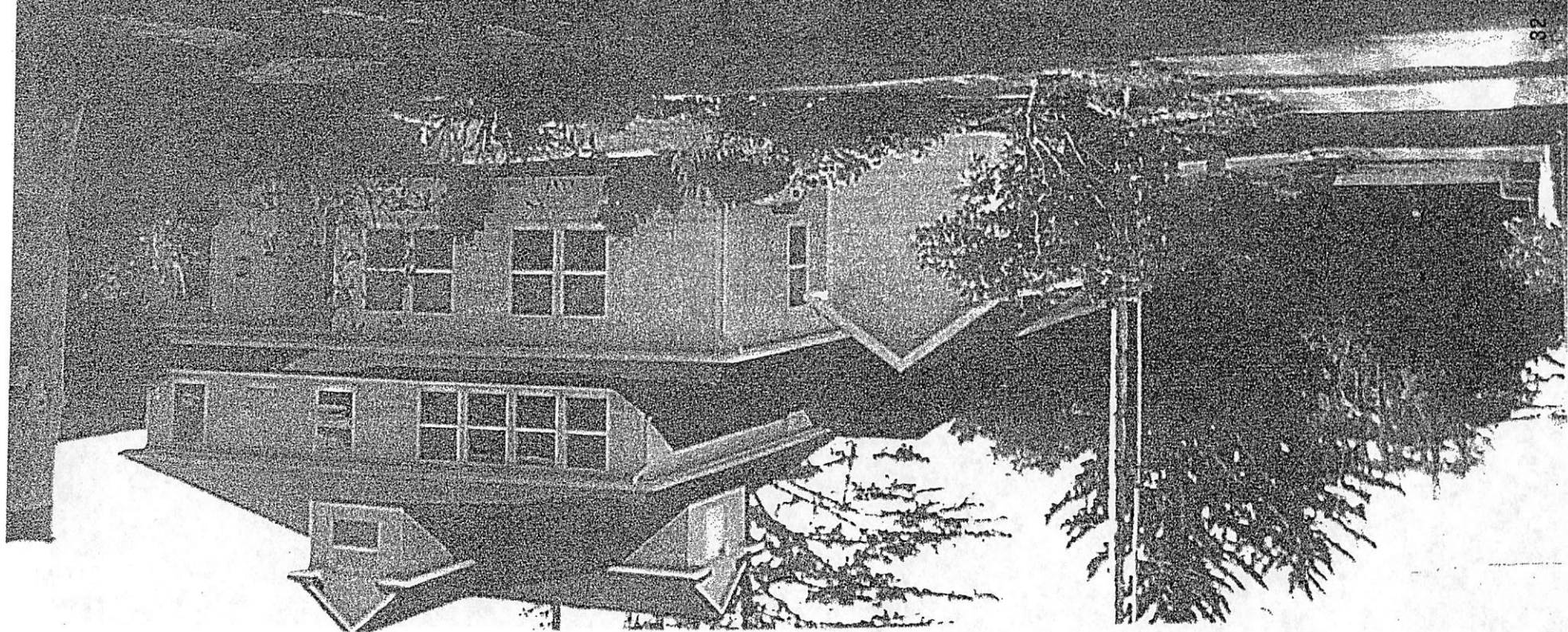


EXHIBIT O



EXHIBIT P

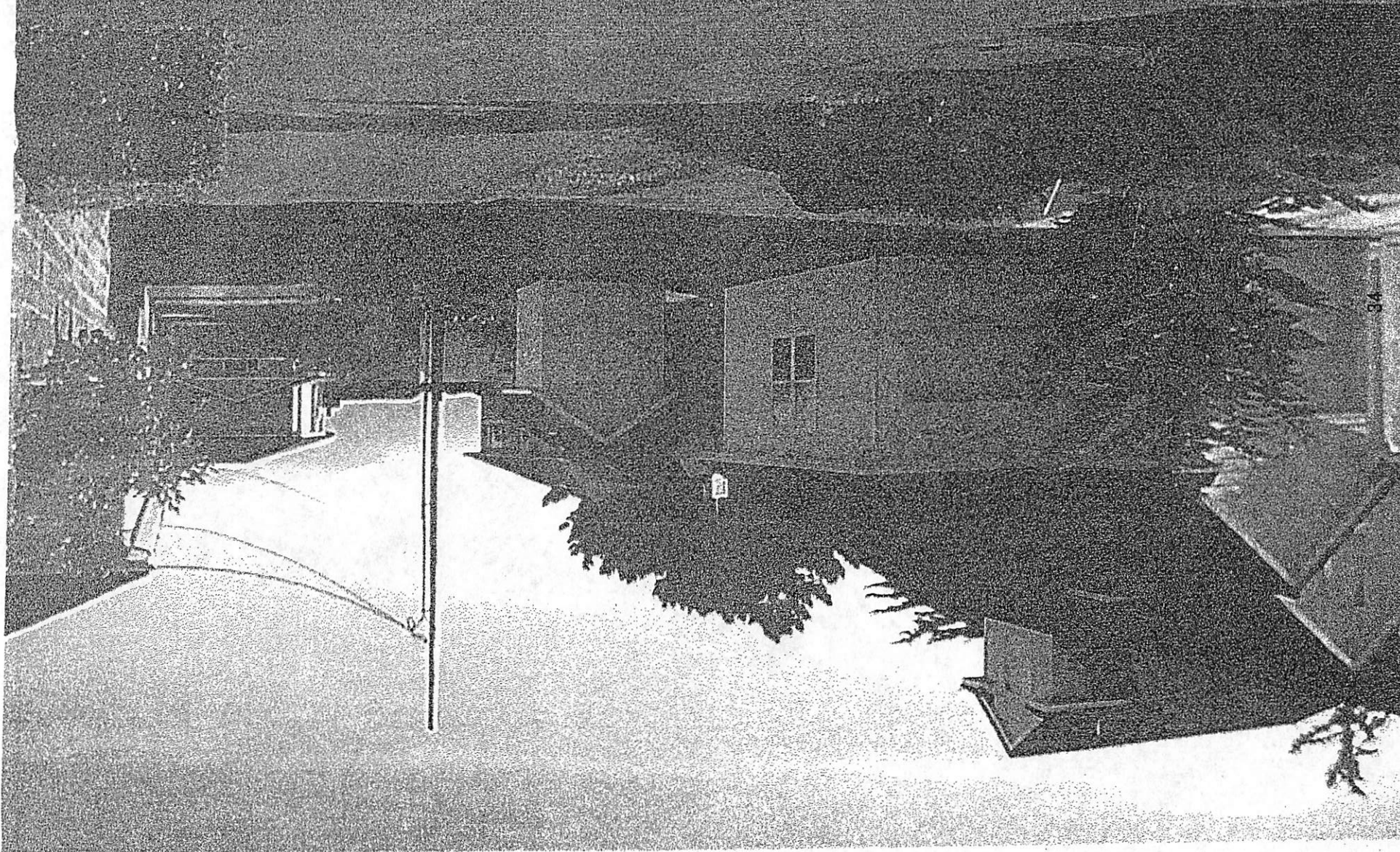


EXHIBIT 0

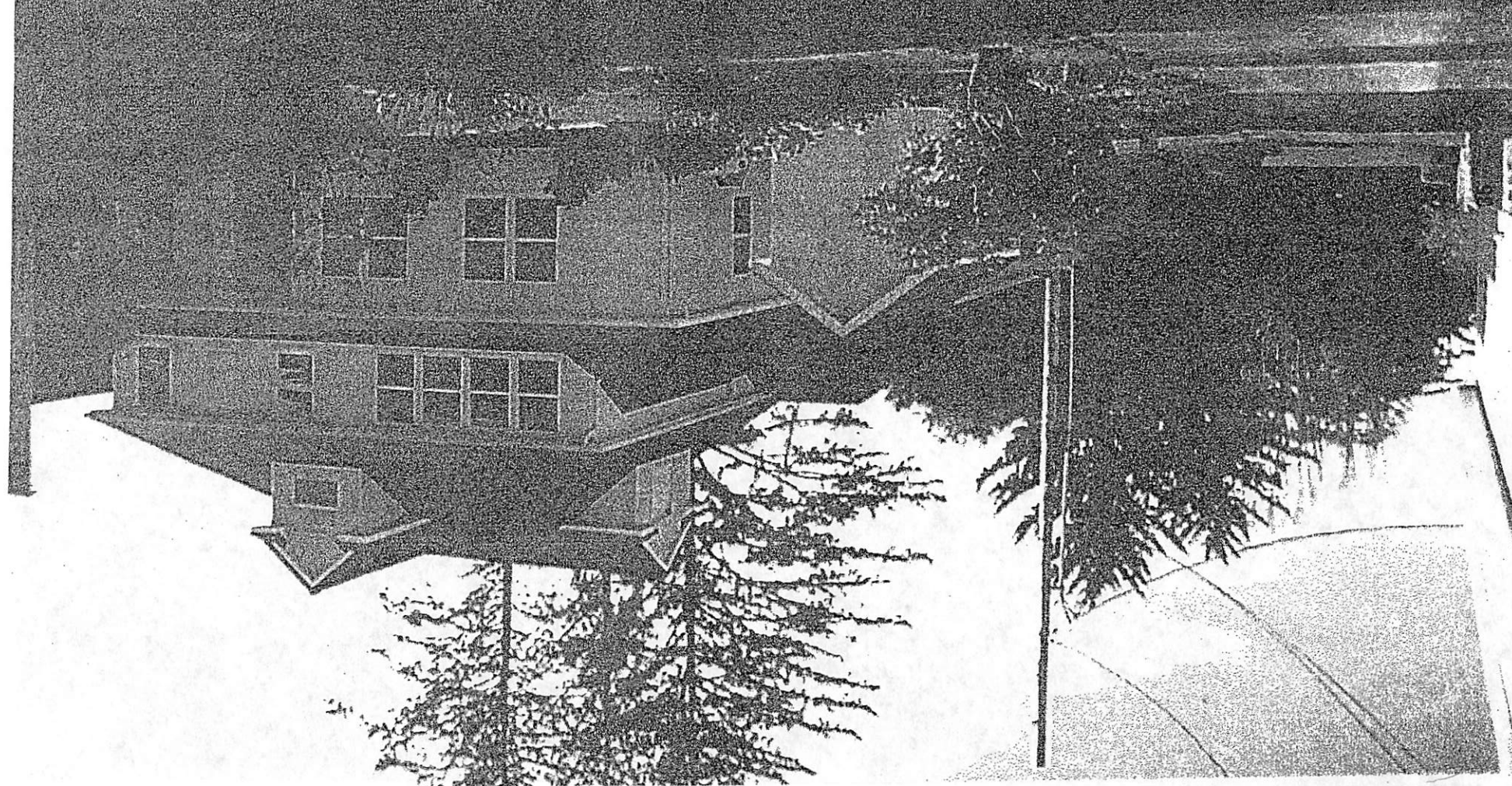
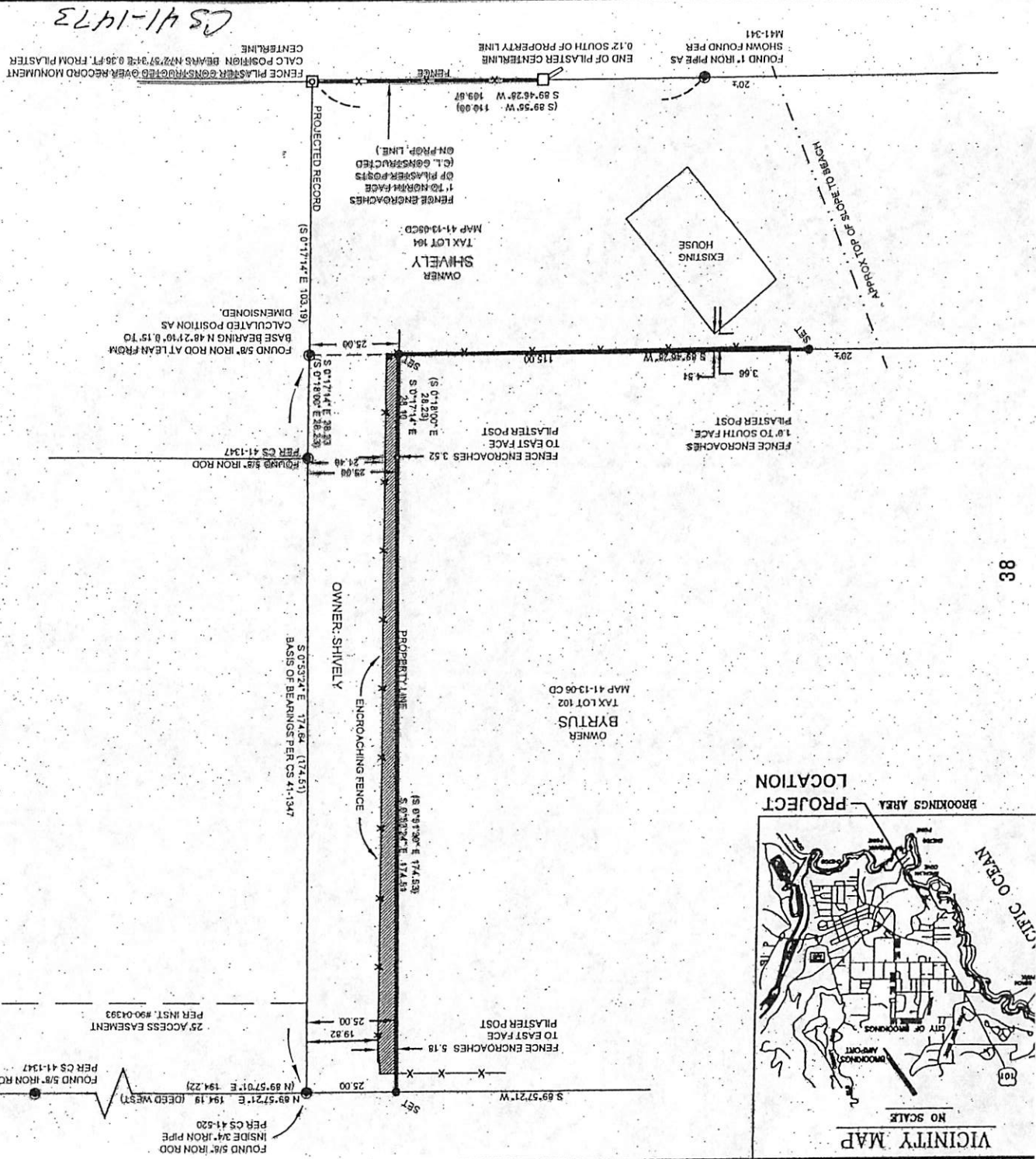
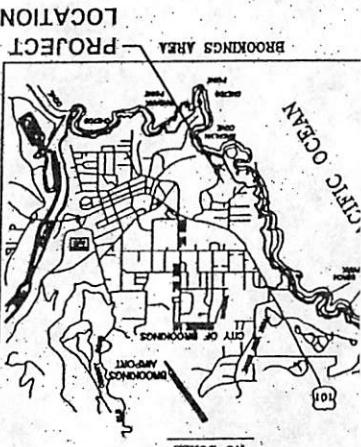


EXHIBIT R

EXHIBIT S





CS 41-1473

MAP OF SURVEY
-FOR MIKE SHIVELY
LOCATED IN THE
NE1/4 OF THE SW1/4 OF SECTION 6,
T41S, R13W, W.M., CITY OF BROOKINGS
CURRY COUNTY, OREGON



LEGEND

- FOUND MONUMENT AS NOTED
 MONUMENT SET 5/8" X 30" IRON ROD WITH
 PLASTIC CAP MARKED "STUNTINER ENGR."
 CALCULATED POINT
 ENCROACHMENT AREA
 -964 SQ FT. ALONG ACROSS STRIP
 -64 SQ FT. ALONG NORTH B'DY. NEAR HOUSE.
 ENCROACHING FENCE

NARRATIVE: THE PURPOSE OF THIS SURVEY WAS TO VERIFY AND MONUMENT THE BOUNDARIES OF FIVE PARCELS DESCRIBED IN DEED INSTRUMENT #2000-0196 AND 1990-0253-4. NOTED ENCUMBRANCES ARE AS SHOWN HEREON. NO CONTACT WAS MADE WITH THE ADJOINING OWNER, JACK SATHIE. AS THIS SURVEY WAS MAINT DIXON AND, BASIS OF BEARING, AS SHOWN WAS ORIGINALLY PER DEED RECORD #2000-0196 NORTH BOUNDARY OF THE 25' ACCESS EASEMENT AND CS 41-520.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]

OREGON
JUNE 27, 1988
THOMAS M. HOSHYAL
27272
EXPIRATION DATE 6/27/96

Stuntzner Engineering & Forestry, LLC	
ENGINEERING • LAND SURVEYING • FORESTRY PLANNING • WATER RIGHTS	
P.O. Box 470 Hopedale, Oregon 97103	
Phone: (503) 468-5339 Fax: (503) 468-0706	Date: 12/14/2004 Checked By: TMS Project: MAP OF REMEDY
Job No. 204-3-118 Method By: AT	Drawing Name: 204-3-118 Remedial Map Sheet 1 of 1

TO :

Mayor and City Council

FROM :

John Rosenthal, Planning Director

THROUGH :

Date Shaddox, City Manager

DATE :

November 14, 2005

Issue:

Comprehensive Plan and zone change on a city owned lot.

Background:

The city owns a lot located 200 feet east from Seacrest Dr. on a private road named E. Harris Heights Rd. This lot was obtained in 1981 specifically for the placement of a water tank to balance the city's water distribution system. The city has initiated a zone change from the existing R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) and a corresponding Comprehensive Plan change, to allow the tank as a permitted use and to allow the height needed for the proper tank capacity.

Recommendation:

The Planning Commission and staff recommend approval of the Comprehensive Plan and zone changes.



CITY OF BROOKINGS PLANNING COMMISSION
STAFF AGENDA REPORT

SUBJECT: Comprehensive Plan/Zone Change
FILE NO: CPZ-1-05
REPORT DATE: September 27, 2005
ITEM NO: 9.1
HEARING DATE: October 26, 2005

GENERAL INFORMATION

APPLICANT: City of Brookings.

REPRESENTATIVE: City Staff.

REQUEST: A Comprehensive Plan change from Residential to Open Space and a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space).

TOTAL LAND AREA: 0.30 acres.

LOCATION: On the northerly side of a private street, named East Harris Heights Rd. approximately 200 feet easterly from Seacrest Ln. on the north side of the Glenwood Condominiums.

ASSESSOR'S NUMBER: 40-14-36AD, Tax Lot 1900.

ZONING / COMPREHENSIVE PLAN INFORMATION

EXISTING: R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size).

PROPOSED: PO/S (Public Open Space).

SURROUNDING: West and South—R-1-6; North—Northwest R-1-6, Northeast and East—County R-2 Residential Two.

COMP. PLAN: City and County—Residential.

LAND USE INFORMATION

EXISTING: Has old garage building that will be removed.

PROPOSED: Water Tank.

SURROUNDING: Single family homes and Condominiums.

PUBLIC NOTICE: Mailed to all property owners within 250 feet of the subject site and advertised in the local newspaper.

BACKGROUND INFORMATION

The subject property is a city owned, irregular shaped, 0.30 acre (13,068± sq. ft.) parcel of land located on the north side of a private street named East Harris Heights Rd. approximately 200 feet east of Seacrest Ln. The property has 141.18 feet of frontage on the private street, a westerly boundary of 97.63 feet and a northerly boundary of 104.13 feet and an easterly boundary of 159.76 feet. At this time the property contains an old garage that will be removed.

The lot is currently zoned R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) as is the area to the northwest, west and south. The city limits line is along the easterly boundary and the area to the northeast and east is zoned by the county as R-2 (Residential Two). The area to the west is developed with single family homes on building envelope lots as a part of the Glenwood PUD, and the area to the south is developed with condominiums as apart of the same PUD. The area within the county is developed with single family houses on large lots.

Topographically the property is essentially flat on the northerly portion and then slopes to the south and east on the southerly portion.

East Harris Heights Rd. is a paved travel way within a 22 foot wide easement with curbs on both sides. The paved portion extends to the city limits and from that point it is a gravel road.

PROPOSED ZONE CHANGE

The city is proposing a Comprehensive Plan change from the current Residential designation to an Open Space designation and a zone change from the current R-1-6 Zone to the PO/S zone. The purpose for the change is to allow the construction of a 2 million gallon water tank. The tank would be a conditional use in the R-1-6 Zone and is a permitted use in the PO/S Zone. If the lot remained in the R-1 Zone, the conditional use would also have to include consideration of a structure height that is greater than 30 feet. The PO/S Zone allows structures up to 40 feet in height as a permitted use. The PO/S Zone is also the more appropriate zone for the use. The project will include a perimeter fence around the site.

ANALYSIS

The Land Development Code does not contain specific criteria to be considered when deciding a change of zone. However, in the process of making such a decision the Commission must consider the different uses allowed as permitted in the requested new zone and the compatibility of those uses with, and the impact they may have on, existing uses in the surrounding area. The Commission must also consider how the requested change affects the goals and policies of the City's Comprehensive Plan. The requested zone change presents three areas that must be analyzed - compatibility with existing uses, traffic impact on existing streets and consistency with the goals and policies of the Comprehensive Plan. The following is staff's analysis.

Compatibility

Although not particularly compatible aesthetically with residential uses, water tanks are compatible with the need to provide sufficient water pressure to areas of the city to supply both household and fire flows. Water tanks must also be located at specific elevations to provide these services and thus

sites of suitable elevation must be utilized regardless of their compatibility with surrounding uses. The city acquired the subject site specifically for a water tank in 1981.

Traffic Impacts.

With the current R-1-6 Zoning the subject lot could be divided into two lots and be constructed with single family houses, which generate 10 vehicle trips per day or a total of 20 additional trips a day over the private street. The PO/S Zone will generate only one trip per day for routine inspections of the water tank.

Comprehensive Plan.

Goal 11, Public Facilities and Services, contains the following policy:

"Water distribution, pumping and storage. New development requiring extension of water mains, pumping and storage facilities will be paid for and constructed by the developer pursuant to the provisions of the City of Brookings Standard Specifications document dated August 1988".

The subject site was selected and acquired as the location for a new storage reservoir in 1981 for the purpose of serving growth in the north end of town. Funds for the tank will come from System Development Charges or SDCs, which are paid at the time a vacant lot is developed, thus the project is consistent with the goal and policies of the Comprehensive Plan.

FINDINGS

1. The city is requesting a Comprehensive Plan change from a Residential designation to a Open Space designation and a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) on a 0.30 acre parcel of land owned by the city.
2. The property was acquired by the city in December of 1981 for the specific purpose of constructing a water reservoir.

3. Under the existing R-1-6 Zone, the water tank and the additional 10 feet of structural height would both be subject to a conditional use permit approval.

4. Under the PO/S Zone the tank can be constructed to the required 40 feet in height as a permitted use.

5. Water storage reservoirs for distribution purpose must be sited at specific elevations and in locations that are available at that elevation.

6. Routine inspection of the tank site will generate two vehicle trips each day, one trip to the site and one trip away.

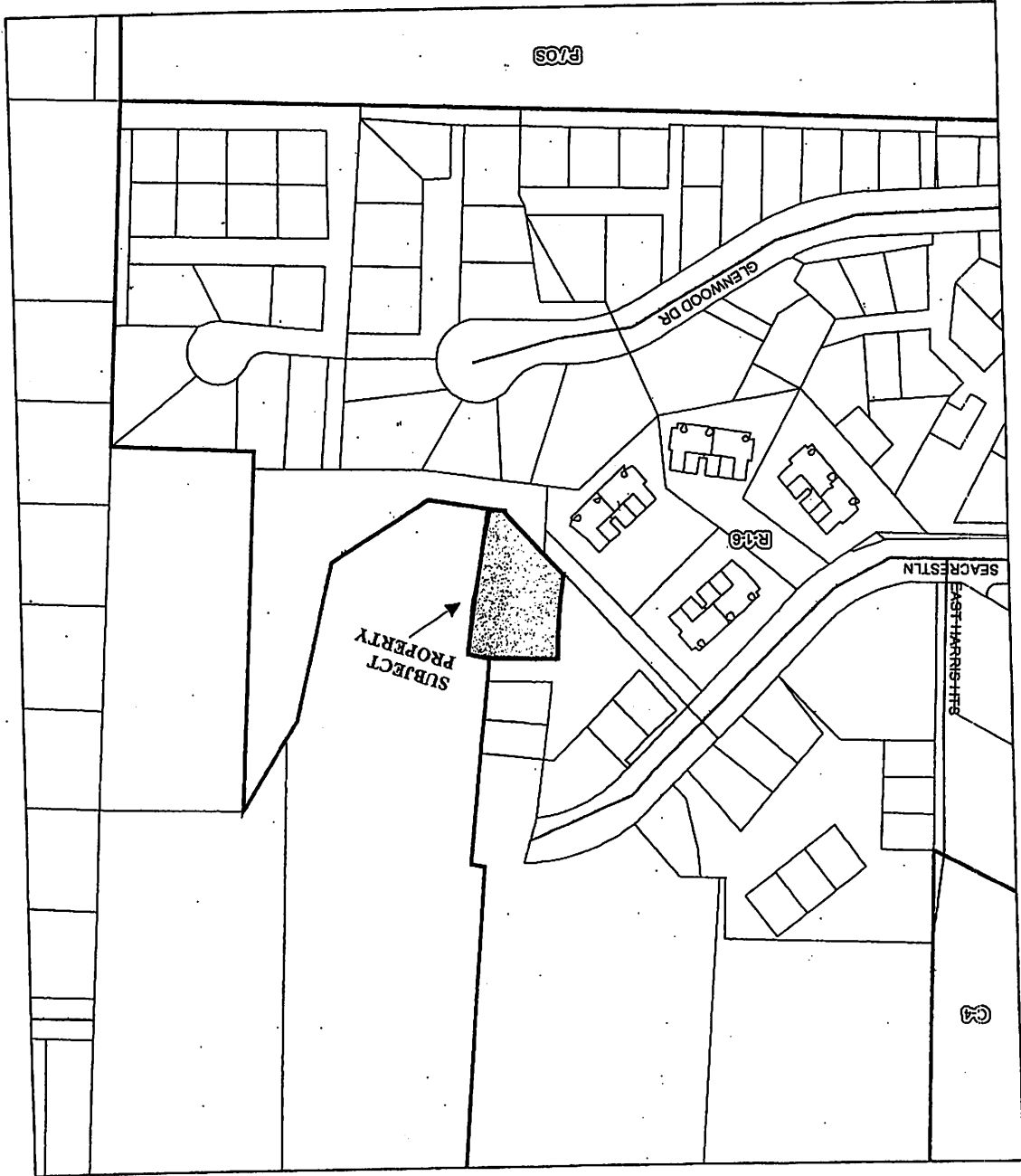
7. Goal 11, Public Facilities and Services, of the Comprehensive Plan contains a policy that the city will expand facilities to provide services for growth.

CONCLUSIONS

The water tank is a necessary addition to the city's water distribution system and will be located on a parcel that was acquired in 1981 specifically for this purpose because of the elevation and location of the site. The proposed change to the Public Open Space Zone will allow the construction of a water tank on the site as a permitted use for both the use itself and for the height requirement of the tank as opposed to going through the conditional use process required by existing Single Family Residential Zone.

RECOMMENDATION

Staff supports a recommendation of **APPROVA** of Case File No. CZ-1-05, to the City Council based on the findings and conclusions stated in the staff report.



Applicant: City of Brookings

Assessor's No: 40-14-36 AD Tax Lot 1900

Size: .30 acre parcel

Location: East Harris Heights Road

Zone: change from R-1-6 (Single-family) to OP (Open Space)

BEFORE THE PLANNING COMMISSION
CITY OF BROOKINGS, COUNTY OF CURRY
STATE OF OREGON

In the matter of Planning Commission File No.)
CPZ-1-05; application for a Zone Change; City of)
Brookings, applicant.)
Fact)
and Findings of)
Final ORDER)

ORDER approving an application for a Comprehensive Plan designation change from Residential to Open Space and a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) on a 0.30 acre parcel located on the north side of East Harris Heights Rd. approximately 200 feet east of Seacrest Ln.; Assessor's Map 40-14-36AD, Tax Lot 1900; Zone R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size).

WHEREAS:

1. The Planning Commission duly accepted the application filed in accordance with Section 144, Amendments, of the Land Development Code; and,

2. The Brookings Planning Commission duly considered the above described application on the agenda of its regularly scheduled public hearing on October 29, 2005; and

3. Recommendations were presented by the Planning Director in the form of a written Staff Agenda Report dated September 27, 2005, and by oral presentation, and evidence and testimony was presented by the applicant and the public at the public hearing; and,

4. At the conclusion of said public hearing, after consideration and discussion of testimony and evidence presented in the public hearing, the Planning Commission, upon a motion duly seconded, accepted the Staff Agenda Report and recommended that the City Council approved the request, and

5. The Brookings City Council duly considered the above described application in a public hearing at a regularly scheduled public meeting held on December 12, 2005, and is a matter of record; and

6. At the conclusion of said public hearing, after consideration and discussion of testimony and evidence presented in the public hearing, the City Council, upon a motion duly seconded, accepted the Planning Commissions recommendations; and

THEREFORE, LET IT BE HEREBY ORDERED that the application for an amendment on the subject parcel is approved. This approval is supported by the following findings and conclusions:

FINDINGS

1. The city is requesting a Comprehensive Plan change from a Residential designation to a Open Space designation and a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) on a 0.30 acre parcel of land owned by the city.

2. The property was acquired by the city in December of 1981 for the specific purpose of constructing a water reservoir.

3. Under the existing R-1-6 Zone, the water tank and the additional 10 feet of structural height would both be subject to a conditional use permit approval.

4. Under the PO/S Zone the tank can be constructed to the required 40 feet in height as a permitted use.

5. Water storage reservoirs for distribution purpose must be sited at specific elevations and in locations that are available at that elevation.

6. Routine inspection of the tank site will generate two vehicle trips each day, one trip to the site and one trip away.

7. Goal 11, Public Facilities and Services, of the Comprehensive Plan contains a policy that the city will expand facilities to provide services for growth.

CONCLUSIONS

The water tank is a necessary addition to the city's water distribution system and will be located on a parcel that was acquired in 1981 specifically for this purpose because of the elevation and location of the site. The proposed change to the Public Open Space Zone will allow the construction of a water tank on the site as a permitted use for both the use itself and for the height requirement of the tank as opposed to going through the conditional use process required by existing Single Family Residential Zone.

Dated this 12th day of DECEMBER, 2005.

Pat Sherman, Mayor

ATTEST:

John C. Bischoff, Planning Director

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

AN ORDINANCE AMENDING THE
COMPREHENSIVE PLAN DESIGNATION
ON A PARCEL OF LAND LOCATED ON
EAST HARRIS HEIGHTS ROAD FROM
RESIDENTIAL TO OPEN SPACE AND THE
ZONING FROM R-1-6 (SINGLE FAMILY
RESIDENTIAL, 6,000 SQ. FT. MINIMUM
LOT SIZE) TO PO/S (PUBLIC OPEN
SPACE)

ORDINANCE NO. 05-O-570

Sections:

Introduction.
Section 1. Comprehensive Plan designation to Commercial.
Section 2. Zoning Map amendment to General Commercial.

WHEREAS, a public hearing was held on October 26, 2005 before the Brookings Planning Commission for the purpose of considering a request for a Comprehensive Plan change from a Residential designation to an Open Space designation and a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to PO/S (Public Open Space) on a 0.30 acre parcel of land located on East Harris Heights Rd. 200 feet east of Seacrest Dr.; (identified as Assessor's Map No. 40-14-36AD; Tax Lot 1900).

WHEREAS, following closure of the public hearing after considerable evidence and testimony was presented by proponents and opponents, the Planning Commission directed the Planning Director to prepare a recommendation, with findings, to the City Council, for approval of the request; and

WHEREAS, the Brookings City Council, at its regularly scheduled meeting of December 12, 2005 did conduct a public hearing on this matter, during which hearing, considerable testimony and evidence was presented by the applicant's representative, interested parties and recommendations were received from and presented by the Planning Director; and

WHEREAS, at the conclusion of said public hearing, after consideration and discussion, the Brookings City Council, upon a motion duly seconded, did vote in the majority to grant the applicant's request and instructed staff to prepare a Final Order to that effect;

The city of Brookings ordains as follows:

Section 1. Amendment to the Comprehensive Plan to designate property Open Space. The Comprehensive Plan of the City of Brookings is amended to show that the property described in Exhibit "A" and "B", attached, is designated as Open Space.

Section 2. Amendment to the Zoning Map to designate property PO/S (Public Open Space) The Zoning Map of the City of Brookings is amended to show that the property described in Exhibit "A" and "B", attached, is zoned PO/S (Public Open Space).

(See Attachment A and B)

First Reading: _____
Second Reading: _____
Passage: _____
Effective Date: _____

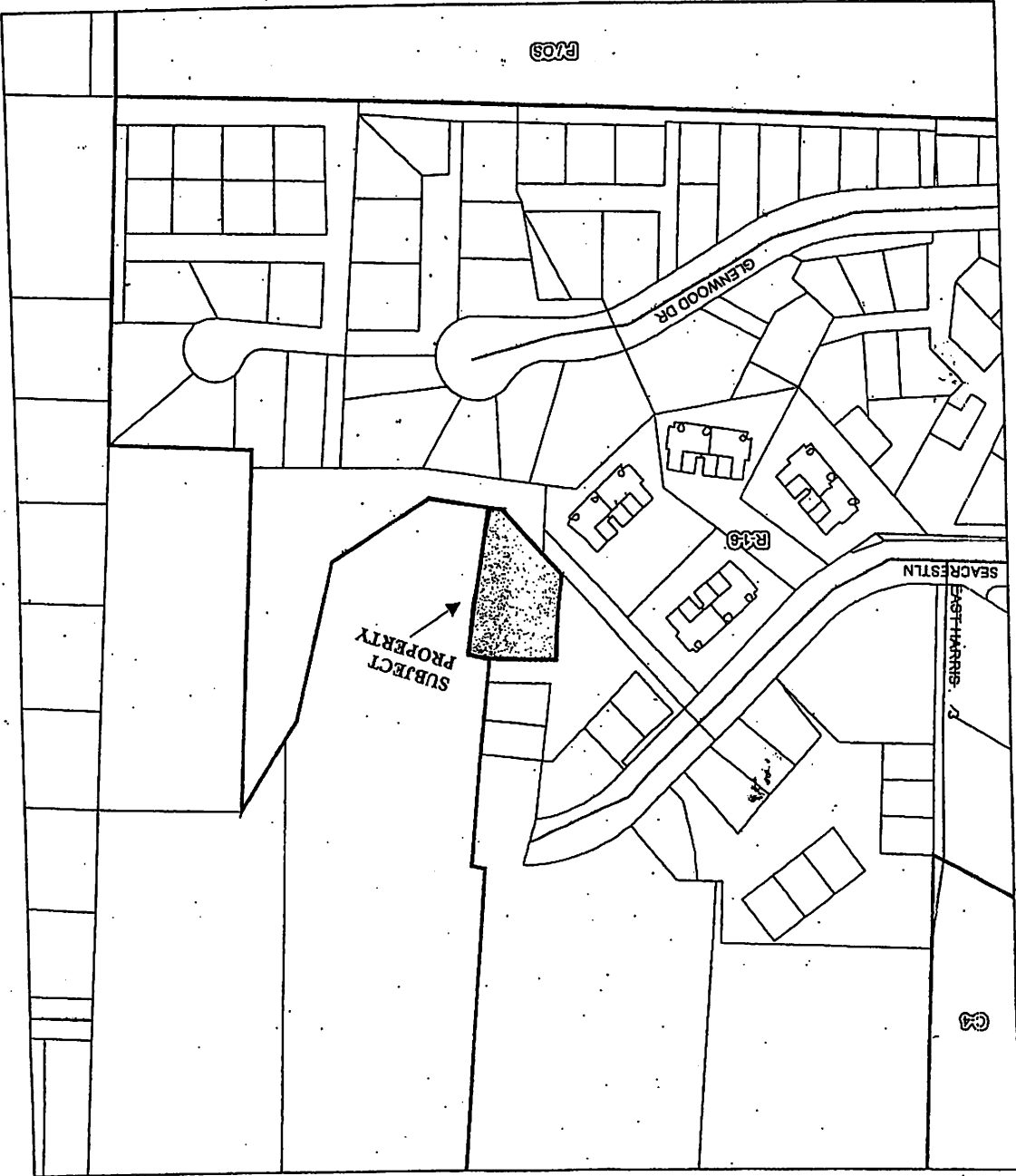
Signed by me in authentication of its passage this _____ day of _____ 2004

Pat Sherman, Mayor

ATTEST:

Paul Hughes, Finance Director/Recorder

Exhibit B





CITY OF BROOKINGS

City Council Agenda Report

Date: December 7, 2005

To: Mayor & City Council

From: Paul Hughes, Finance Director

Subject: Teamsters Collective Bargaining Agreement, General Employees

Recommendation:
Approve the Collective Bargaining Agreement for General Employees with Teamsters Local #223 for the term July 1, 2005 – June 30, 2008 as proposed.

Background / Discussion:

The negotiating team for the City (Finance Director, Police Chief, Public Works Director and Chief Treatment Officer) has completed the negotiation for a three year contract with the Teamsters, representing non-supervisory general employees. The contract was negotiated in a spirit of fairness and within the budget.

The contract calls for a 2.5% cost of living adjustment each year. The City will continue to pay the premiums of the medical, dental and vision coverage provided by the Oregon Teamster Trust (or equal plan) throughout the term of the contract. The City's budget already includes appropriations for these expenditures.

The only new item included in the contract that has a financial impact is the addition of "on-call" or "standby" pay. The contract calls for 1.5 hours of straight time pay, or compensatory time, for each day of standby duty, Monday through Sunday. This refers to the Public Works and Water/Waste Treatment employees who are required to carry a communication device and be able to report for work in less than 30 minutes.

Financial Impact(s):

The addition of "On-Call", or "Standby" pay will have a small financial impact on the budget but most likely will not require an adjustment to budgeted figures.

City Manager Review and Approval for placement on Council Agenda:

Dale Shaddox, City Manager

898 Elk Drive
Brookings, OR 97415
www.brookings.or.us

Phone: (541) 469-2163
Fax: (541) 469-3650

CITY OF BROOKINGS (GENERAL EMPLOYEES)
AND
TEAMSTERS LOCAL UNION NO. 223
COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2005 - JUNE 30, 2008

ARTICLE 1 - RECOGNITION	1
Section 1.1 Recognition	1
ARTICLE 2 - NON-DISCRIMINATION	1
Section 2.1 Non-Discrimination	1
Section 2.2 Gender	1
ARTICLE 3 - MANAGEMENT RIGHTS	1
Section 3.1 Management Rights	1
ARTICLE 4 - PERSONNEL MANUAL	1
Section 4.1 Manuals	1
ARTICLE 5 - UNION SECURITY	1
Section 5.1 Fair Share	1
Section 5.2 Religious Objection	1
Section 5.3 Check Off	1
Section 5.4 Hold Harmless	2
Section 5.5 New Hires	2
ARTICLE 6 - WAGES	2
Section 6.1 Wages	2
Section 6.2 Pay Periods	2
Section 6.3 Acting in Capacity	2
Section 6.4 New Classification	2
Section 6.5 Anniversary Date	2
Section 6.6 Step Increases	2
ARTICLE 7 - INCENTIVE PAY	2
Section 7.1 Training Hours	2
Section 7.2 Certification Pay	2
ARTICLE 8 - HOURS OF WORK	2
Section 8.1 Work Week/Day	2
Section 8.2 Breaks	2
Section 8.3 Flexible Work Schedule	3
Section 8.4 Work Schedule	3
Section 8.5 Shift Rotation	3
Section 8.6 Trade Days	3
ARTICLE 9 - OVERTIME	3
Section 9.1 Overtime	3
Section 9.2 Compensatory Time	3
ARTICLE 10 - CALL BACK TIME	3
Section 10.1 Call-Back	3
ARTICLE 11 - HOLIDAYS	3
Section 11.1 Holidays	3
Section 11.2 Holiday Pay	3
Section 11.3 Holiday Work	4
Section 11.4 Part-Time	4
ARTICLE 12 - VACATIONS	4
Section 12.1 Accrual Rate	4

Section 12.2 Pay Rate	4
Section 12.3 Continuous Service	4
Section 12.4 Death or Termination	4
Section 12.5 Accrual	4
Section 12.6 Scheduling	4

ARTICLE 13 - SICK LEAVE	4
Section 13.1 Accrual	4
Section 13.2 Utilization	4
Section 13.3 Family Illness	4
Section 13.4 Compassionate Leave	5
Section 13.5 Immediate Family	5
Section 13.6 Integration With Worker's Compensation	5
Section 13.7 Sick Leave Without Pay	5
Section 13.8 Maternity/Parental Leave	5
Section 13.9 Transfer of Sick Leave	5

ARTICLE 14 - UNION LEAVE	5
Section 14.1 Stewards	5

ARTICLE 15 - OTHER LEAVES OF ABSENCE	5
Section 15.1 Miscellaneous Leave With Pay	5
Section 15.2 Military and Peace Corps Leave	5
Section 15.3 Leave Without Pay	5

ARTICLE 16 - SENIORITY	5
Section 16.1 Definition	5
Section 16.2 Seniority List	6
Section 16.3 Lay Off	6
Section 16.4 Bumping	6
Section 16.5 Recall	6
Section 16.6 Probationary Period	6
Section 16.7 Promotional Probationary Period	6

ARTICLE 17 - JOB DESCRIPTIONS	6
Section 17.1 Job Descriptions	6

ARTICLE 18 - CLOTHING AND EQUIPMENT	6
Section 18.1 Uniforms	6

ARTICLE 19 - MILEAGE AND PER DIEM	6
Section 19.1 Per Diem	6
Section 19.2 Mileage	6

ARTICLE 20 - RETIREMENT	6
Section 20.1 Retirement	6

ARTICLE 21 - HEALTH INSURANCE	7
Section 21.1 Medical, Dental and Vision	7

ARTICLE 22 - LIFE INSURANCE	7
Section 22.1 Life Insurance	7

ARTICLE 23 - LIABILITY AND INDEMNIFICATION	7
Section 23.1 Liability Insurance	7

ARTICLE 24 - EDUCATIONAL REIMBURSEMENT	7
--	---

Section 24.1 Educational Reimbursement	7
ARTICLE 25 - DISCIPLINE	7
Section 25.1 Discipline	7
Section 25.2 Discharge	7
Section 25.3 Right to Representation	8
ARTICLE 26 - USE OF ALCOHOL AND DRUGS	8
Section 26.1 City Policy and Employee Rights	8
ARTICLE 27 - PERSONNEL FILES	8
Section 27.1 Inspection	8
Section 27.2 Employee Response	8
Section 27.3 Employee Signature	8
Section 27.4 Removal of Negative Material	8
ARTICLE 28 - GRIEVANCE PROCEDURE	9
Section 28.1 Procedure	9
Section 28.2 Expenses	9
Section 28.3 Time Limits	9
ARTICLE 29 - NO STRIKE - NO LOCKOUT	9
Section 29.1 Strike	9
Section 29.2 Discipline	10
Section 29.3 Union's Responsibility	10
Section 29.4 Picket Line	10
Section 29.5 Lockout	10
ARTICLE 30 - BULLETIN BOARD	10
Section 30.1 Bulletin Board	10
ARTICLE 31 - OUTSIDE EMPLOYMENT	10
Section 31.1 Application	10
Section 31.2 City Response	10
Section 31.3 Revocation	10
ARTICLE 32 - SAVINGS CLAUSE	10
Section 32.1 Savings Clause	10
ARTICLE 33 - TERM OF AGREEMENT	11
Section 33.1 Term	11
APPENDIX A - WAGE SCHEDULE	12

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Teamster's Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon herein called "Union" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the City of Brookings General Employees.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all regular employees of the City of Brookings who work 20 hours or more per week, excluding employees covered by the Brookings Police bargaining agreement, all supervisory and confidential employees as defined by ORS 243.650(6) and (23), seasonal and temporary employees (hired for a limited period of time not to exceed six (6) consecutive months in a twelve (12) month period)

ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, union membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Union and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include both male and female employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

ARTICLE 4 - PERSONNEL MANUAL

4.1 Manual. The City will provide each employee and the Union with a copy of City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

ARTICLE 5 - UNION SECURITY

5.1 Fair Share. All employees covered by this Agreement shall, within thirty (30) days from date of employment, either: (1) become and remain members of the Union; or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement in good dues standing, except as otherwise noted in this Article.

5.2 Religious Objection. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall not be required to join the Union as a condition of employment or to enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the regular dues and initiation fees and assessments to a non-religious charity mutually agreed upon by the employees and the Union. The employee shall furnish written proof to the City and the Union that this requirement is met each month.

5.3 Check Off. The City, when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fee. If the employee has not joined the Union within the required time, the fair share amount shall be deducted from the employee's pay check and paid the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month and forward to the Union within ten (10) calendar days.

5.4 Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless in the event of any suit or

claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Union in the execution of these provisions.

5.5 New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

6.2 Pay Periods. Employees shall be paid every other Friday. In the event the regular pay day falls on a recognized holiday, employees shall be paid on the last preceding regular work day.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for forty (40) hours or more shall have his wage increased five percent (5%).

6.4 New Classifications. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Union by certified mail. The Union may, within fifteen days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

A. An employee shall receive a (1) step increase at the successful completion of probation.

B. An employee with satisfactory performance shall be granted a step increase on July 1st each year.

ARTICLE 7 - CERTIFICATION PAY

7.1 Certification Pay. For employees hired after July 1, 2005, certification pay will be paid at 1% for each certification level that is above and beyond the level required for the position, up to a maximum of five percent (5%). Employees shall receive the increase in their monthly salary beginning the first of the month after the City is in receipt of said certification. For employees hired prior to July 1, 2005, certification pay will be paid at one percent (1%) for each certification required for the position as long as the required certifications are received prior to July 1, 2006. Certification pay will also be paid at one percent (1%) for each certification received above and beyond what is required for the position. The maximum total certification pay attainable is five percent (5%).

ARTICLE 8 - HOURS OF WORK

8.1 Work Week/Day. The work week shall normally consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off. Eight (8) or ten (10) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day.

Water and Wastewater Operator normal work and on call schedule: The first forty (40) hour work week will be Saturday through Tuesday off. Work Wednesday through Sunday for forty (40) hours followed by work Monday through Friday for the second week of forty (40) hours. This will cover the weekends and give each employee an eighty (80) hour pay period. On call duty will run from Thursday morning at 8:00 a.m. to the next Thursday morning at 8:00 a.m. Only designated Water/Waste Water Operators will be in the rotation. The on call Operators will rotate in as needed to cover weekends.

8.2 Breaks. Each employee shall receive a minimum of thirty (30) and a maximum of a sixty (60) minute unpaid lunch break and two fifteen (15) minute rest breaks with pay per normal shift.

8.3 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other flexible work

schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least five (5) days in advance.

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Department Head or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Department Head or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked.

ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1 1/2) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, or ten (10) per day if employee is on a 4 day-10 hour schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of cash or compensatory time off at the option of the employee until the employee has accumulated a maximum of eighty (80) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted eighty (80) hours.

9.3 Standby. When the City requires an employee to carry a communication device and be able to report for work in less than 30 minutes, the employee so designated shall receive an additional 1.5 hours of straight time pay, exclusive of any pay differential, or at the employee's discretion, 1.5 hours of compensatory time for each day of standby Monday through Sunday. 3.0 hours of compensatory or straight time pay shall be received on a holiday. Standby time shall not be considered or treated as hours worked for any purpose.

The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven days. An employee may, upon approval of his/her supervisor, have another qualified employee on the list stand by in his/her place. If the substituting employee agrees to be on standby status for a full week, he/she will receive the additional compensation and remain in his/her original position on the list.

ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work in a work related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of two (2) hours pay at the overtime rate.

ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following days shall be recognized by the City as official holidays:

- (1) New Years Day on January 1
- (2) Martin Luther Kings Birthday on the third Monday in January
- (3) President's Day on the 3rd. Monday in February
- (4) Memorial Day on the last Monday in May
- (5) Independence Day on July 4
- (6) Labor Day on the 1st Monday in September
- (7) Veterans Day, November 11
- (8) Thanksgiving Day on the 4th Thursday in November
- (9) Day after Thanksgiving
- (10) Christmas Day on December 25
- (11) (2) Floating Holidays (must be taken at a mutually agreeable time)

11.2 Holiday Pay. Full-time employees shall receive eight (8) hours of pay at the employee's regular hourly rate of pay.

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 720 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its

ARTICLE 13 - SICK LEAVE

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Department Head or designee. All employees shall be scheduled for and granted a vacation each year after the completion of probation.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Department Head and City Manager.

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the City except that time spent by an employee on military, vacation, sick leave or holiday leave.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve (12) months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee.

Completed Years of Continuous Service	80 hours	120 hours	160 hours	200 hours	Vacation Earned
	1	5	15	20	+
	-	-	-		4
					14
					19

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rate:

ARTICLE 12 - VACATIONS

11.3 Holiday Work. Employees required to work on the above holidays shall receive eight (8) hours of holiday pay at their current pay rate as provided above, in addition to either the current rate of pay for each hour worked on the holiday or, time off at the option of the employee at the straight time rate for each hour worked on the holiday.

successor as determined by the State of Oregon.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after three (3) consecutive days.

13.3 Family Illness. Sick leave of one day per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave.

13.4 Compassionate Leave. Three (3) days of paid compassionate leave per occurrence may be used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member. An employee may use an additional four (4) days sick leave when needed.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the State Compensation Board, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Sick Leave Without Pay. Any full-time employee in need of an extended amount of time off due to illness or injury may apply for leave without pay for up to ninety (90) calendar days once all other accrued leave with pay has been depleted.

13.8 Maternity/Parental Leave. Parental leave shall be provided in accordance with applicable law.

13.9 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for a life threatening illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year.

ARTICLE 14 - UNION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Union shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Union when such cannot reasonably be done outside working hours.

ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Miscellaneous Leave With Pay. A full-time employee, with approval, is entitled to leave his duties without loss of time, pay, or other benefits for absence caused by:

1. Voting. Time necessary for voting, when the employee is unable to vote before or after working hours, due to an emergency work schedule.

2. Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be

covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay.

ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Union with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The city shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closest to their former salary.

16.5 Recall. Employees shall maintain recall rights for twelve (12) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New employees shall be on probation without seniority for the first twelve (12) months of their employment. During this probationary period employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgement, his work or conduct is below acceptable standards. The judgement of the City shall not be grievable.

ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Union shall be provided with job descriptions. If during the life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Union. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform. The City has full discretion to determine which positions will be assigned a uniform, and what the uniform will be. Employees hired prior to July 1, 2005, who are currently provided a City-prescribed uniform, will continue to receive a City-prescribed uniform throughout the term of this agreement.

ARTICLE 19 - MILEAGE AND PER DIEM

19.1 Per Diem. The City shall provide an employee per diem per day for meals and schedule appropriate lodging for an employee with approved overnight travel as per City policy as defined in the City of Brookings employee handbook.

19.2 Mileage. The City will reimburse employees whenever they are directed and authorized to use their personal vehicle for approved City business as per City policy as defined in the City of Brookings employee handbook.

ARTICLE 20 - RETIREMENT

20.1 Retirement. The city shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or its successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

ARTICLE 21 - HEALTH INSURANCE

21.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance provided by the Oregon Teamster Trust (or equal plan) under the following plans: Medical Plan FW, Dental Plan Five, and Vision Plan Three. The City will pay the premiums for such coverage through June 30, 2008. Payment of premiums for coverage subsequent to June 30, 2008, shall be a matter for collective bargaining.

Eligibility. A full-time employee as defined in Article 1 - Recognition must be on paid status at least eighty (80) hours in the qualifying month to be covered the following month. (Examples: An employee begins employment January 10 and is on paid status the required 80 hours in this month. He is then covered in the month of February. An Employee terminates January 25 after being on paid status the required 80 hours. He then is covered for the month of February. In both cases, if an employee is not on paid status the required 80 hours in January, he would not be covered in February). Paid status does not include overtime hours worked or "cash out" of accrued leave.

It is understood that the concept of "cash out" of accrued leave time (vacation, holiday, compensatory and sick time) does not constitute hours worked or compensated hours. A cash out is when an employee receives payment for accrued leave without actually taking the paid time off or upon termination from employment.

ARTICLE 22 - LIFE INSURANCE

22.1 Life Insurance. The City agrees to provide ten thousand dollars (\$10,000) of term life insurance covering employees against both occupational and non-occupational related death.

ARTICLE 23 - LIABILITY AND INDEMNIFICATION

23.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

ARTICLE 24 - EDUCATIONAL REIMBURSEMENT

24.1 Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The city will participate in an educational reimbursement program as follows:

1. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.
2. For job related courses taken on the employee's own initiative with the City's approval, the City shall reimburse the employee for up to 100% of the cost of tuition and books.
3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied

- by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. For job related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.

ARTICLE 25 - DISCIPLINE

- 25.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.
- The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level.

Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

- 25.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

- 25.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

ARTICLE 26 - USE OF ALCOHOL AND DRUGS

- 26.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have a Union representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.

2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.

3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.

4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

ARTICLE 27 - PERSONNEL FILES

- 27.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of material received prior to the date of his employment by the City. The

official personnel file shall be maintained by the City Manager or his designee.

27.2 Employee Response. An employee may respond, in writing, to any item placed in his personnel file, and said response shall become a part of said file.

27.3 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

27.4 Removal of Negative Material. Materials of a negative nature shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement. There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Department Head. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

Step 2. City Manager. If the complaint, having been presented to the Department Head in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union, may file it as a grievance, in writing, with the City Manager within fourteen (14) calendar days of receipt of the written answer from the Department Head. The written grievance shall include the following:

- a) The nature of the facts describing the problem
- b) Provisions of the Agreement alleged to have been violated
- c) The nature of the remedy sought
- d) The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The City Manager shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may, within ten (10) calendar days of the date of the City Manager's response, notify the other of its intent to take the matter to arbitration. If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

28.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall

be responsible for the costs of presenting its own case.

28.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (b) If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 29 - NO STRIKE - NO LOCKOUT

29.1 Strike. During the term of this Agreement the Union shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

29.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

29.3 Union's Responsibility. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Union upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

29.4 Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

29.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

ARTICLE 30 - BULLETIN BOARD

30.1 Bulletin Board. A Bulletin Board and space in City Hall and the Public Works Department for same shall be provided by the City. Postings on such Board shall be restricted to official business.

ARTICLE 31 - OUTSIDE EMPLOYMENT

31.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the City Manager by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City.
2. In no way conflict with the interest of the City or be a discredit to the City.
3. Not take preference over work required by City employment.
4. If the employee is performing the same type of work off-duty as they are on-duty, their wage must be at least the same as their on-duty wage.

31.2 City Response. Written response shall be provided by the City Manager within fifteen (15) days of the request.

31.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

ARTICLE 32 - SAVINGS CLAUSE

32.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent

Jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Term. This Agreement shall go into effect at 12:01 a.m. July 1, 2005, and shall remain in effect through June 30, 2008. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice on the other no later than January 1, prior to the expiration date above or any subsequent anniversary date, requesting that the Agreement be opened for modification and/or termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Union:

Signature

Date

Signature

Date

Title

Title

EXHIBIT "A"
SCHEDULE "A" - WAGES
Effective July 1, 2005

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accounts Receivable Clerk	6	2042	2144	2251	2364	2482	2606
Accounts Payable Clerk	6	2042	2144	2251	2364	2482	2606
Secretary	10	2482	2606	2736	2873	3017	3168
City Planner	16	3326	3492	3667	3850	4043	4245
Senior Planner	14	3017	3168	3326	3492	3667	3850
Building Official	16	3326	3492	3667	3850	4043	4245
Inspector	13	2873	3017	3168	3326	3492	3667
Lead Treatment Plant Operator	12	2874	3018	3169	3327	3493	3668
Treatment Plant Operator	9	2483	2607	2737	2874	3018	3169
Treatment Plant Operator Assistant	5	2043	2145	2252	2365	2483	2607
Parks Foreman	12	2736	2873	3017	3168	3326	3492
Parks Maintenance	6	2042	2144	2251	2364	2482	2606
Public Works Foreman	12	2736	2873	3017	3168	3326	3492
Utility Worker	6	2042	2144	2251	2364	2482	2606
Utility Worker/Mechanic	6	2042	2144	2251	2364	2482	2606
Equipment Operator/Utility Worker	8	2251	2364	2482	2606	2736	2873
Utility Services Technician	8	2251	2364	2482	2606	2736	2873

Effective July 1, 2006

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accounts Receivable Clerk	6	2093	2198	2308	2423	2544	2671	2805
Accounts Payable Clerk	6	2093	2198	2308	2423	2544	2671	2805
Secretary	10	2544	2671	2805	2945	3092	3247	3409
City Planner	16	3409	3580	3759	3947	4144	4351	4569
Senior Planner	14	3092	3247	3409	3580	3759	3947	4144
Building Official	16	3409	3580	3759	3947	4144	4351	4569
Inspector	13	2945	3092	3247	3409	3580	3759	3947
Lead Treatment Plant Operator	12	2946	3093	3248	3410	3581	3760	3948
Treatment Plant Operator	9	2545	2672	2806	2946	3094	3248	3411
Treatment Plant Operator Assistant	5	2094	2199	2309	2424	2545	2673	2806
Parks Foreman	12	2804	2944	3091	3246	3408	3579	3759
Parks Maintenance	6	2093	2198	2308	2423	2544	2671	2805
Public Works Foreman	12	2804	2944	3091	3246	3408	3579	3759
Utility Worker	6	2093	2198	2308	2423	2544	2671	2805
Utility Worker/Mechanic	6	2093	2198	2308	2423	2544	2671	2805
Equipment Operator/Utility Worker	8	2307	2423	2544	2671	2805	2945	3092
Utility Services Technician	8	2307	2423	2544	2671	2805	2945	3092

EXHIBIT "A"
SCHEDULE "A" - WAGES
Effective July 1, 2007

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Accounts Receivable Clerk	6	2145	2253	2365	2483	2608	2738
Accounts Payable Clerk	6	2145	2253	2365	2483	2608	2738
Secretary	10	2608	2738	2875	3019	3170	3328
City Planner	16	3494	3669	3852	4045	4247	4459
Senior Planner	14	3169	3328	3494	3669	3852	4045
Building Official	16	3494	3669	3852	4045	4247	4459
Inspector	13	3019	3170	3328	3495	3670	3853
Lead Treatment Plant Operator	12	3020	3171	3329	3496	3671	3854
Treatment Plant Operator	9	2609	2739	2876	3-20	3171	3329
Treatment Plant Operator Assistant	5	2146	2254	2366	2485	2609	2739
Parks Foreman	12	2874	3018	3169	3327	3493	3668
Parks Maintenance	6	2145	2253	2365	2483	2608	2738
Public Works Foreman	12	2874	3018	3169	3327	3493	3668
Utility Worker	6	2145	2253	2365	2483	2608	2738
Utility Worker/Mechanic	6	2145	2253	2365	2483	2608	2738
Equipment Operator/Utility Worker	8	2365	2483	2607	2737	2874	3018
Utility Services Technician	8	2365	2483	2607	2737	2874	3018

CITY OF BROOKINGS

City Council Agenda Report



Date: December 6, 2005

To: Mayor & City Council

From: Paul Hughes, Finance Director

Subject: Inspector Job Description and Salary Range

Recommendation:
Approve the attached Inspector job description and the salary of \$2,873 - \$3,850/month, Range 13 of the 2005/2006 wage scale.

Background /Discussion:

Inspection and code enforcement duties have been, and are currently absorbed by the Public Works Supervisor and the City Building Official respectively. Last fiscal year it became apparent that these duties could no longer be absorbed by other positions and the addition of a full-time staff member was needed. The current budget includes this position in the employee roster list and the appropriations.

Financial Impact(s):

This position is included in the current fiscal year budget.

City Manager Review and Approval for placement on Council Agenda:

Dale Shaddox, City Manager

CITY OF BROOKINGS
INSPECTOR

GENERAL STATEMENT OF DUTIES:

This is a multi-disciplinary position that assists the Public Works Director by inspecting Public Works improvements to determine compliance with approved plans, city ordinances, standards and regulations, responds to complaints and violations of City Ordinances as related to the City's land use regulations and building codes, performs inspections for the Building Department as directed and related work as required.

SUPERVISION RECEIVED:

Work is performed under the general direction of the Public Works Director.

SUPERVISION EXERCISED:

Supervision is not normally a responsibility of this classification.

KEY PERFORMANCE AREAS:

1. Inspects all related work performed within the public rights-of-way and easements held by the city to ensure compliance with approved plans, project specifications and details as needed.
2. Responds to complaints from the public, orally and in writing. Investigate possible violations of City Ordinances as related to the City's land use regulations and building code violations. Identify violations not in compliance and follow-up with warning notices and citations to ensure compliance with City codes. Work with citizens, property and business owners to correct violations.
3. Establishes and maintains records (i.e., photos, video tape, maps, and written descriptions) of inspections of public works projects and off-site improvements in general.
4. Establishes and maintains records of Ordinance and Building Code Violations and the disposition of same.

CITY OF BROOKINGS
INSPECTOR

5. Conveys general engineering information regarding construction projects and street improvement projects to other employees, plan holders and schedules.

6. Coordinates between departments providing feedback and information.
7. Attends pre-construction conferences and weekly construction meetings.

8. Performs other duties as assigned.

ESSENTIAL FUNCTIONS:

Inspecting all related work performed within the public rights-of-way and easements held by the city to determine compliance with city ordinances, standards and regulations. Establishing and maintaining records of inspections of public works projects and off-site improvements in general. Responding to complaints regarding violations of City Ordinances relating to the Community Development Department and Building Codes. Establishing and maintaining records of inspections of code enforcement actions.

EMPLOYMENT STANDARDS:

KNOWLEDGE OF: Methods, materials and equipment used in the construction and maintenance of streets, utility lines, storm drainage, parks, water distribution and wastewater collection systems. Knowledge of public works safety procedures, Public Works Construction Standards and techniques for construction. Knowledge of City Ordinances as related to the Community Development Department and State of Oregon Building Codes.

ABILITY TO: Communicate with utility agencies, contractors, city employees and general public. Maintain effective working relationships with employees and the general public. Establish, maintain and organize records and materials.

SKILL IN: Applying code interpretations to specific sites; Safe operation of assigned vehicles.

CITY OF BROOKINGS
INSPECTOR

EDUCATIONAL REQUIREMENTS:

High school graduation and the ability to obtain State of Oregon 1 and 2 Family Dwelling Structural and Mechanical Inspector Certification, Water Distribution and Waste Water Collection Operator's Certification Level 1, and appropriate NICT Certification(s) (minimum level 1) within ten months of hire date. Additional Certifications resulting from educational achievement will be taken into consideration for advancement or promotional opportunities.

An associate degree in civil engineering technology, construction management, building, or related degree is preferred.

EXPERIENCE:

Five years of increasingly responsible public works experience and training including at least two years of inspection responsibility; or any satisfactory combination of experience and training which demonstrates the knowledge, skills and ability to perform the above described duties.

NECESSARY SPECIAL REQUIREMENTS:

Possession of or ability to obtain necessary valid Oregon driver's licenses. Ability to obtain State of Oregon 1 and 2 Family Dwelling Structural and Mechanical Inspector Certification, Water Distribution and Waste Water Collection Operator's Certification Level 1, and appropriate NICT Certification(s) (minimum level 1) within ten months of hire date. Possession of the required certifications at time of hire is preferred.

PRE-EMPLOYMENT REQUIREMENTS:

Drug screen, physical, bond ability, educational and experience verification. Demonstrated ability to perform essential functions.

COMPENSATION TYPE: Hourly

EXEMPTION STATUS: Non-Exempt

JOB GRADE:

Entry level through Step 7

CITY OF BROOKINGS
INSPECTOR

POSITION FUNCTIONAL REQUIREMENTS

Division/Dept: Public Works Department
Job Title: Inspector
Reports To: Public Works Director

The functions and abilities for successful performance in this position include, but may not be limited to:

Physical Job Functions

Designated Function	Reach (Inches)	Distance (Feet)	Weight (Pounds)	Time (%)
COLLATING	18	3		2
DIALING	18			5
FILING	18			2
KNEELING				2
LIFTING	3		25-100	5
REACHING	3			5
SITTING				80
SORTING	18			10
STOOPING				3
STANDING				10
TYPING	12			5
WALKING				10
WORD PROCESSING	18			10

Note: Percentages of time usually exceed 100% because many functions actually occur simultaneously.

CITY OF BROOKINGS
INSPECTOR

Mental Aptitudes Table

Designated Function	% Time	Aptitude Level
WRITING	10	1
READING	20	1
REASONING	50	1
MATHEMATICS	25	1
VERBAL	20	2

Note: Percentages may exceed 100% because functions may occur simultaneously

Basic Acuities

Designated Function	Acuity Level
VISION	1
HEARING	1
TOUCH	2
TASTE	3
SMELL	1

Note: Acuity and aptitude levels are: High = 1 Medium = 2 Low = 3

Acuity and aptitude levels are established after reasonable accommodations are provided.

Memorandum



TO:

Mayor, Council

FROM:

William J. Sharp, Fire Chief

DATE:

11/20/05

2005 Federal Grants

Issue:

Earlier this year the Fire Department applied for the Federal "Fire Act" Grant to replace our 8 Department Mobile radios with new Bendix King Digital Mobile radios and to upgrade our Firefighter training video library with new up-dated DVD materials. We were notified recently that we were successful and awarded the grant. The Fire Department budget reflects the revenue for this purchase in the amount of \$26,000 with the City's portion of \$1,300.

We requested and received two quotes from radio suppliers. The actual quotes from the radio suppliers were:

My-Comm, Inc, Eugene, Oregon - \$19,652.16
Slater Communications, Inc, Salem, Oregon - \$18,252.54

Fire Chief recommends purchase of the 8 Bendix King radios to My-Comm. Inc. The other quote did not meet our criteria and was incomplete.

Memorandum

TO: Mayor, Council
FROM: William J. Sharp, Fire Chief
THROUGH: Dale Shaddox, City Manager
DATE: 11/20/05



Issue: 2005 Federal Grants Training Videos

Earlier this year the Fire Department applied for the Federal "Fire Act" Grant to replace our 8 Department Mobile radios with new Bendix King Digital Mobile radios and to upgrade our Firefighter training video library with new up-dated DVD materials. We were notified recently that we were successful and awarded the grant. The Fire Department budget reflects the revenue for this purchase in the amount of \$26,000 with the City's portion of \$1,300.

The supplier for these materials is a sole source provider. Action Training Systems of Poulsbo, Washington provided us with a quote of \$5,950.00.

Fire Chief recommends purchase of the Firefighter I & II training DVD's to Action Training Systems.



CITY OF BROOKINGS

City Council Agenda Report

Date: December 7, 2005

To: Mayor & City Council

From: Dale Shaddox, City Manager

Subject: Joint Study Session: City Council/Parks and Recreation Commission, February 13, 2006

Recommendation:

Agree to conduct a joint study session with the Parks and Recreation Commission at its regular meeting of January 26, 2006, 7PM in the Council Chamber.

Background / Discussion:

We have been contacted by ODOT representatives advising that they are moving ahead with some preliminary design concepts for various phases of the Hwy. 101 reconstruction project scheduled for 2009 or beyond. Now that the City has selected the non-couplet option, the ODOT team is considering options for the Chetco Avenue/5th Street intersection. Specifically, the intersection design will have impacts on the City park known as Elmer Bankus Fountain Park, and also the frontage roadway and adjacent landscaping on the south side of the intersection, east side. ODOT is requesting that a meeting be scheduled to review some conceptual design options and solicit additional ideas from City representatives. Our thought is that it would be most efficient for the City Council, Parks and Recreation Commission and City staff to meet in joint session for this purpose. Immediately afterwards the intention of the ODOT team is to sketch out a drawing reflecting the outcome of this joint meeting and present it to the City Council at its next regular meeting (February 13) for final conceptual approval.

Financial Impact(s):

None. This an ODOT funded project

City Manager Review and Approval for placement on Council Agenda:

Dale Shaddox, City Manager

898 Elk Drive
Brookings, OR 97415
www.brookings.or.us

Phone: (541) 469-2163
Fax: (541) 469-3650

**CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
November 14, 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 Sally Laasch.

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

Staff Present:
City Manager Dale Shaddox,
City Attorney John Trew,
Community Development Director Ed Wait,
Inter-departmental Aide Lauri Ziemer,
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. Announcements
I. Introduction of Inter-departmental Aide Lauri Ziemer
Administrative Assistant Donna Colby-Hanks introduced Lauri Ziemer to the Council and welcomed her to the City Staff.
Mayor Sherman welcomed City Manager Dale Shaddox and announced there would be an open house for Shaddox and Ziemer on Wednesday, November 16 from 3:30 to 5:00 pm.

V. Oral Requests and Communications from the Audience
A. Committee and Liaison reports
I. Chamber of Commerce

Les Cohen stated the Marketing and Promotion meeting had been well attended. The November/December edition of Oregon Coast Magazine contained a superb article on the Brookings area. Also the Chamber has teamed with Slam'n Salmon Derby and placed an ad in the Oregon Fish & Wildlife Sport Fishing regulations. The Chamber has acquired a DVD "Living on the Edge" for citizens to view that provides information on developing in this area. Cohen advised work on the Building Resource Directory is continuing.

2. Council Liaisons

Councilor Wilms attended a Parks and Recreation meeting, an ASPIRE meeting, a Health Fair meeting, two Planning Commission meetings, a park tour directed by Public Works Director Don Wilcox, and the League of Oregon Cities (LOC) Conference in Eugene.

Councilor Anderson attended a weekly meeting to work on revising the Land Development Code and the LOC Conference.

Mayor Sherman attended Community Agencies meeting, Health Fair meeting, a Southwest Area Health Education Council meeting, and the LOC Conference.

Councilor Mickelson attended three Planning Commission meetings, the Chamber Marketing and Promotion meeting, and the LOC Conference.

Councilor Gordon attended the Chamber Marketing and Promotion meeting, a meeting with the Indian Tribe Council to discuss drug prevention, and the LOC Conference.

B. Unscheduled

Richard Sine, P.O. Box 7188, Brookings, suggested the City contact Borax for a donation of property on which to construct new city buildings.

Larry Aslinger, 439 Buena Vista Loop, Brookings, discussed storm effects near Pelican Bay Drive.

VI. Staff Reports

A. Community Development Department

1. Approval of Intergovernmental Agreement with ODOT to develop a Downtown Parking Plan and perform Code Review
Community Development Director Ed Wait reviewed the staff report and discussed with the Council the scope of work for the parking plan.

Councilor Anderson moved, a second followed, and the Council voted unanimously to approve the Intergovernmental Agreement between

Oregon Department of Transportation and the City of Brookings to develop a Downtown Parking Plan and perform Code Review.

2. Discussion for a Council Work Session on Urban Growth Area Joint Management Agreement with Curry County on Monday, November 21, 2005
3. Discussion on a date for a Council/Curry County Work Session on Urban Growth Area Joint Management Agreement with Curry County

Community Development Director Ed Wait reviewed the staff report and advised the first work session to be scheduled would be for City Council and staff. The second work session would be for Curry County and City Council. The City Council Work Session to review the Joint Management Agreement will be in the Council Chambers on November 21, 2005 at 7:00 pm. Staff will contact Curry County and set a date for the joint Work Session.

- B. City Manager
 1. Discussion on City Council meeting dates for November and December

City Manager Dale Shaddox reviewed the staff report.

Councilor Gordon moved, a second followed, and the Council voted unanimously to cancel the November 28 and December 26, 2005 City Council meetings with the regular schedule to resume on January 9, 2006.

2. Set January 14, 2006 8:00 am to 5:00 pm for Goal Setting Worksession
- City Manager Dale Shaddox reviewed the staff report and advised members of committees and commissions, staff, and Council would be invited to attend this work session. The Council approved January 14, 2006 from 8:00 am to 5:00 pm for a Goal Setting Work Session.

3. Other

City Manager Dale Shaddox thanked the Council for the opportunity to attend the League of Oregon Cities Conference.

VII. Consent Calendar

- A. Approval of Council Meeting Minutes
 1. Meeting of October 24, 2005
- B. Acceptance of Planning Commission Minutes
 1. Meeting of October 4, 2005
- C. Acceptance of Parks and Recreation Commission Minutes
 1. Meeting of June 23, 2005
 2. Meeting of September 22, 2005
- D. Approval of vouchers for month of October, 2005 (\$358,144.21)

- E. Approval of Liquor License Application for Rancho Viejo, Inc.
- F. Approval of final contract for Sue Densmore
- G. Acceptance of Park and Recreation Commissioner April Gotthard's resignation and authorization to fill the position
- End Consent Calendar

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

VIII. Remarks from Mayor and Councilors

A. Council
Councilor Gordon stated this was the first LOC Conference he had attended and felt it was helpful to hear how other cities dealt with some of the same problems Brookings is facing.

B. Mayor
None

IX. Adjournment

Mayor Sherman moved, a second followed, and the Council voted unanimously by voice vote to adjourn at 7:47 pm.

Respectfully submitted:

Pat Sherman
Mayor

ATTEST by City Recorder this _____ day of _____, 2005.

Paul Hughes
Finance Director/City Recorder

Check Register - Summary Report

GL Posting Period(s): 11/05 - 11/05

Check Issue Date(s): 11/01/2005 - 11/30/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/02/2005	53082	910	OR Department of Justice	10-00-2005	115.38
11/05	11/02/2005	53083	1132	OR Department of Justice	10-00-2005	322.15
11/05	11/02/2005	53084	2366	OR Department of Justice	10-00-2005	203.08
11/05	11/02/2005	53085	144	OR Teamster Employers Trust	10-00-2005	11,724.75
11/05	11/02/2005	53086	189	OR Teamster Employers Trust	10-00-2005	25,012.80
11/05	11/02/2005	53087	205	PERS Retirement	10-00-2005	14,929.15
11/05	11/02/2005	53088	214	Regence Life & Health Ins	10-00-2005	249.10
11/05	11/02/2005	53089	213	Teamsters Local Union 223	10-00-2005	675.00
11/05	11/03/2005	53090	3362	3PM/Padilla	10-00-2005	68.27
11/05	11/03/2005	53091	167	American Sigma	10-00-2005	73.00
11/05	11/03/2005	53092	3358	Anne Bane	10-00-2005	33.75
11/05	11/03/2005	53093	138	Becco, Inc	10-00-2005	57.90
11/05	11/03/2005	53094	687	Ben-Ko-Matic Brush Company	10-00-2005	298.90
11/05	11/03/2005	53095	148	B-H Chamber of Commerce	10-00-2005	4,297.43
11/05	11/03/2005	53096	3355	Brian Scott	10-00-2005	1.18
11/05	11/03/2005	53097	313	Brookings Vol Firefighters	10-00-2005	2,083.33
11/05	11/03/2005	53098	3205	Burke Raymond	10-00-2005	121.26
11/05	11/03/2005	53099	370	CCIS	10-00-2005	120.00
11/05	11/03/2005	53100	1840	Chetco Federal Credit Union	10-00-2005	3,330.00
11/05	11/03/2005	53101	306	Coastal Carpet Cleaning	10-00-2005	85.00
11/05	11/03/2005	53102	3366	Curtis Deneau	10-00-2005	42.27
11/05	11/03/2005	53103	3354	Cynthia Cale	10-00-2005	1.59
11/05	11/03/2005	53104	3315	Dale Shaddox	10-00-2005	1,591.81
11/05	11/03/2005	53105	3135	David Gordon	10-00-2005	29.10
11/05	11/03/2005	53106	101	Deluxe Business Checks & Solut	10-00-2005	380.13
11/05	11/03/2005	53107	371	DEQ Business Office	10-00-2005	200.00
11/05	11/03/2005	53108	3359	Donald & Jolie Wall	10-00-2005	30.95
11/05	11/03/2005	53109	316	Donald & Roberta Chandler	10-00-2005	548.00
11/05	11/03/2005	53110	3364	Donna Hoeft	10-00-2005	5.04
11/05	11/03/2005	53111	3342	Fastenal	10-00-2005	15.25
11/05	11/03/2005	53112	113	VOID - Fred Meyer	10-00-2005	.00 M
11/05	11/03/2005	53113	3361	G Schott	10-00-2005	45.33
11/05	11/03/2005	53114	119	Gall's Inc	10-00-2005	63.03
11/05	11/03/2005	53115	2882	Globalstar USA	10-00-2005	158.36
11/05	11/03/2005	53116	3360	Harold Ollenberger	10-00-2005	27.41
11/05	11/03/2005	53117	131	HGE, Inc	10-00-2005	31,064.17
11/05	11/03/2005	53118	1082	Hilary Thompson	10-00-2005	29.49
11/05	11/03/2005	53119	393	ICMA	10-00-2005	624.00
11/05	11/03/2005	53120	3356	Jay McBee	10-00-2005	22.61
11/05	11/03/2005	53121	3353	Katherine Bailey	10-00-2005	17.15
11/05	11/03/2005	53122	53122	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53123	53123	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53124	53124	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53125	53125	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53126	53126	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53127	53127	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53128	53128	Information Only Check	10-00-2005	.00 V
11/05	11/03/2005	53129	162	Kerr Hardware	10-00-2005	1,029.59
11/05	11/03/2005	53130	997	Kurt Kessler Kustom Bldr Inc	10-00-2005	1.21
11/05	11/03/2005	53131	328	Les Schwab Tire Company	10-00-2005	503.32
11/05	11/03/2005	53132	299	Lorings Sporting Goods	10-00-2005	257.75
11/05	11/03/2005	53133	1127	Lyle Signs Inc	10-00-2005	180.19
11/05	11/03/2005	53134	2095	Manuel Cunha	10-00-2005	4.67
11/05	11/03/2005	53135	3365	Marla C Hanthorn	10-00-2005	7.85
11/05	11/03/2005	53136	2051	National Waterworks, Inc	10-00-2005	785.84
11/05	11/03/2005	53137	1029	Pitney Bowes Purchase Power	10-00-2005	131.05
11/05	11/03/2005	53138	322	VOID - Postmaster	10-00-2005	310.00

M = Manual Check, V = Void Check

Check Register - Summary Report

GL Posting Period(s): 11/05 - 11/05

Check Issue Date(s): 11/01/2005 - 11/30/2005

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/03/2005	53139	1193	PRN Data Services, Inc	10-00-2005	4,412.65
11/05	11/03/2005	53140	207	Quill Corporation	10-00-2005	263.98
11/05	11/03/2005	53141	199	Richard Harper	10-00-2005	300.00
11/05	11/03/2005	53142	736	Ron Edwards Contractors Inc	10-00-2005	11,728.00
11/05	11/03/2005	53143	3310	Scott Instruments	10-00-2005	631.00
11/05	11/03/2005	53144	380	Stadelman Electric	10-00-2005	189.50
11/05	11/03/2005	53145	2254	Sunny Whealley	10-00-2005	164.00
11/05	11/03/2005	53146	3357	Terrance Brown	10-00-2005	27.31
11/05	11/03/2005	53147	3363	Tim Fogelquist	10-00-2005	87.01
11/05	11/03/2005	53148	2586	TMG Services Inc	10-00-2005	33.64
11/05	11/03/2005	53149	1374	UAP Distribution Inc	10-00-2005	876.25
11/05	11/03/2005	53150	157	Viking Office Products	10-00-2005	170.87
11/05	11/03/2005	53151	1483	Wall & Wall, P.C., CPAs	10-00-2005	1,495.00
11/05	11/03/2005	53152	3367	William Sprowl	10-00-2005	7.82
11/05	11/03/2005	53153	269	WW Grainger	10-00-2005	321.24
11/05	11/03/2005	53154	113	Fred Meyer	10-00-2005	399.99
11/05	11/03/2005	53155	113	Fred Meyer	10-00-2005	1,126.44
11/05	11/04/2005	53156	322	Postmaster	10-00-2005	610.00
11/05	11/10/2005	53157	167	American Sigma	10-00-2005	470.00
11/05	11/10/2005	53158	Information Only Check	10-00-2005	.00	V
11/05	11/10/2005	53159	183	Colvin Oil Company	10-00-2005	3,138.34
11/05	11/10/2005	53160	2542	Crystal Fresh Bottled Water	10-00-2005	175.50
11/05	11/10/2005	53161	151	Curry Coastal Pilot	10-00-2005	806.90
11/05	11/10/2005	53162	195	Curry Transfer & Recycling	10-00-2005	593.93
11/05	11/10/2005	53163	Information Only Check	10-00-2005	.00	V
11/05	11/10/2005	53164	Information Only Check	10-00-2005	.00	V
11/05	11/10/2005	53165	166	Dan's Auto & Marine Electric	10-00-2005	396.33
11/05	11/10/2005	53166	2827	Dianne Snow	10-00-2005	80.00
11/05	11/10/2005	53167	3370	Earl E Books	10-00-2005	35.78
11/05	11/10/2005	53168	139	Harbor Logging Supply	10-00-2005	146.22
11/05	11/10/2005	53169	1699	Imagistics	10-00-2005	337.57
11/05	11/10/2005	53170	421	Johnstone Supply	10-00-2005	459.75
11/05	11/10/2005	53171	3371	Ken Ruff/David Weschenfelder	10-00-2005	23.06
11/05	11/10/2005	53172	328	Les Schwab Tire Company	10-00-2005	475.18
11/05	11/10/2005	53173	1127	Lyle Signs Inc	10-00-2005	142.65
11/05	11/10/2005	53174	334	North Coast Electric	10-00-2005	228.03
11/05	11/10/2005	53175	3159	Northcoast Health Screening	10-00-2005	115.00
11/05	11/10/2005	53176	279	One Call Concepts, Inc	10-00-2005	51.45
11/05	11/10/2005	53177	177	Oregon Medical Laboratories	10-00-2005	37.50
11/05	11/10/2005	53178	1193	PRN Data Services, Inc	10-00-2005	1,265.00
11/05	11/10/2005	53179	167	Quality Fast Lube & Oil	10-00-2005	126.20
11/05	11/10/2005	53180	207	Quill Corporation	10-00-2005	225.88
11/05	11/10/2005	53181	180	Rays Food Place	10-00-2005	139.28
11/05	11/10/2005	53182	169	Roto Rooter	10-00-2005	119.10
11/05	11/10/2005	53183	3369	Schwabe Williamson & Wyatt PC	10-00-2005	217.00
11/05	11/10/2005	53184	3372	The Seminar Group	10-00-2005	525.00
11/05	11/10/2005	53185	170	Umpqua Research Co	10-00-2005	63.00
11/05	11/10/2005	53186	161	United Communications Inc	10-00-2005	1,485.60
11/05	11/10/2005	53187	136	United Pipe & Supply Co Inc	10-00-2005	3,105.00
11/05	11/10/2005	53188	991	Verizon Northwest	10-00-2005	518.24
11/05	11/10/2005	53189	2122	VISA	10-00-2005	37.00
11/05	11/10/2005	53190	269	WW Grainger	10-00-2005	280.28
11/05	11/10/2005	53191	253	Xerox Corporation	10-00-2005	70.73
11/05	11/10/2005	53192	3373	Hotel Vinlage Plaza	10-00-2005	502.89
11/05	11/16/2005	53193	1881	AFLAC	10-00-2005	332.86
11/05	11/16/2005	53194	910	OR Department of Justice	10-00-2005	115.38
11/05	11/16/2005	53195	1132	OR Department of Justice	10-00-2005	322.15

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/16/2005	53196	2366	OR Department of Justice	10-00-2005	203.08
11/05	11/16/2005	53197	205	PERS Retirement	10-00-2005	14,320.15
11/05	11/16/2005	53198	214	Regence Life & Health Ins	10-00-2005	249.10
11/05	11/17/2005	53199	3379	ATG Credit LLC	10-00-2005	659.70
11/05	11/17/2005	53200	630	AWWA	10-00-2005	288.00
11/05	11/17/2005	53201	174	Barbara Palkki	10-00-2005	120.00
11/05	11/17/2005	53202	1522	Blumenthal Uniforms	10-00-2005	259.45
11/05	11/17/2005	53203	1458	Bob Schaefer	10-00-2005	30.00
11/05	11/17/2005	53204	714	Brookings Signs & Graphics	10-00-2005	84.00
11/05	11/17/2005	53205	192	Brown & Caldwell	10-00-2005	10,240.19
11/05	11/17/2005	53206	159	CAL/OR Insurance Specialist	10-00-2005	354.00
11/05	11/17/2005	53207	3378	Carole Berenyl	10-00-2005	18.35
11/05	11/17/2005	53208	2160	Cashier, DHS Drinking Water Pr	10-00-2005	380.00
11/05	11/17/2005	53209	110	Cavem Auto And Truck Supply	10-00-2005	129.51
11/05	11/17/2005	53210	3015	Charter Communications	10-00-2005	890.00
11/05	11/17/2005	53211	2215	Chetco Medical Center	10-00-2005	300.00
11/05	11/17/2005	53212	1646	Chuck Gage	10-00-2005	30.00
11/05	11/17/2005	53213	1106	City of Grants Pass	10-00-2005	17,453.00
11/05	11/17/2005	53214	1745	Coastal Paper & Supply, Inc	10-00-2005	275.95
11/05	11/17/2005	53215	182	Coos-Curry Electric	10-00-2005	3,059.83
11/05	11/17/2005	53216	3315	Dale Shaddox	10-00-2005	477.32
11/05	11/17/2005	53217	284	Day-Wireless Systems	10-00-2005	360.75
11/05	11/17/2005	53218	371	DEQ Business Office	10-00-2005	4,671.00
11/05	11/17/2005	53219	3377	Donald Landrus	10-00-2005	27.94
11/05	11/17/2005	53220	3380	Employment Relations Board	10-00-2005	500.00
11/05	11/17/2005	53221	2929	Eusebia Padilla	10-00-2005	1.21
11/05	11/17/2005	53222	3342	Fastenal	10-00-2005	51.62
11/05	11/17/2005	53223	105	First Impressions	10-00-2005	393.92
11/05	11/17/2005	53224	3368	Ford Hall Company Inc	10-00-2005	393.04
11/05	11/17/2005	53225	119	Gall's Inc	10-00-2005	98.72
11/05	11/17/2005	53226	2592	GFS Chemicals Inc	10-00-2005	95.74
11/05	11/17/2005	53227	1749	Granich Engineered Products	10-00-2005	685.40
11/05	11/17/2005	53228	198	Grants Pass Water Lab	10-00-2005	200.00
11/05	11/17/2005	53229		Information Only Check	10-00-2005	.00
11/05	11/17/2005	53230	139	Harbor Logging Supply	10-00-2005	219.38
11/05	11/17/2005	53231	186	Hennick's Hardware	10-00-2005	4.20
11/05	11/17/2005	53232	2811	Hilda Hedberg	10-00-2005	40.34
11/05	11/17/2005	53233	2849	Jim Relford	10-00-2005	1.40
11/05	11/17/2005	53234	262	Kim Hurnicutt Court Reporting	10-00-2005	32.00
11/05	11/17/2005	53235	1397	L N Curtis	10-00-2005	71.71
11/05	11/17/2005	53236	2598	Larry Garcia	10-00-2005	31.79
11/05	11/17/2005	53237	137	Laurelee Gray	10-00-2005	22.00
11/05	11/17/2005	53238	202	League of Oregon Cities	10-00-2005	5,723.03
11/05	11/17/2005	53239	299	Lorings Sporting Goods	10-00-2005	532.00
11/05	11/17/2005	53240	690	Margo Hanscom Prop Mgmt	10-00-2005	36.70
11/05	11/17/2005	53241	877	Med-Tech Resource, Inc	10-00-2005	86.01
11/05	11/17/2005	53242	155	Mony's	10-00-2005	146.19
11/05	11/17/2005	53243	334	North Coast Electric	10-00-2005	283.97
11/05	11/17/2005	53244	376	OR Dept of Revenue	10-00-2005	73.00
11/05	11/17/2005	53245	143	Oregon Department of Revenue	10-00-2005	50.55
11/05	11/17/2005	53246	252	Paramount Pest Control	10-00-2005	38.00
11/05	11/17/2005	53247	3298	Paul Nolte	10-00-2005	315.00
11/05	11/17/2005	53248	1871	Paulson Eye Care	10-00-2005	95.00
11/05	11/17/2005	53249	293	Petty Cash	10-00-2005	153.94
11/05	11/17/2005	53250	3376	Phillip & Linda Cox	10-00-2005	18.72
11/05	11/17/2005	53251	2275	Phillip Heiss	10-00-2005	38.28
11/05	11/17/2005	53252	187	Quality Fast Lube & Oil	10-00-2005	33.60

M = Manual Check, V = Void Check

Check Register - Summary Report

GL Posting Period(s): 11/05 - 11/05

Check Issue Date(s): 11/01/2005 - 11/30/2005

Dec 01, 2005 08:41am

Page: 4

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
11/05	11/17/2005	53253	3374	Reese Electric Inc	10-00-2005	972.00
11/05	11/17/2005	53254	517	Santiam Emergency Equipment	10-00-2005	1,048.75
11/05	11/17/2005	53255	2467	Seven Feathers Hotel & Casino	10-00-2005	259.20
11/05	11/17/2005	53256	3093	Shelton-Tumbull Printers Inc	10-00-2005	142.55
11/05	11/17/2005	53257	486	State Forester	10-00-2005	419.15
11/05	11/17/2005	53258	2336	Terry Patterson	10-00-2005	68.13
11/05	11/17/2005	53259	2640	The Dyer Partnership Inc	10-00-2005	7,179.20
11/05	11/17/2005	53260	135	The World	10-00-2005	482.64
11/05	11/17/2005	53261	179	Trew, Cyphers & Meynink	10-00-2005	3,890.00
11/05	11/17/2005	53262	136	United Pipe & Supply Co Inc	10-00-2005	2,291.02
11/05	11/17/2005	53263	991	Verizon Northwest	10-00-2005	19.08
11/05	11/17/2005	53264	157	Viking Office Products	10-00-2005	100.22
11/05	11/17/2005	53265	861	Village Express Mail Center	10-00-2005	6.11
11/05	11/17/2005	53266	1483	Wall & Wall, P.C., CPAs	10-00-2005	3,900.00
11/05	11/29/2005	53267	3396	Leonard Hatcher	10-00-2005	2,250.00
11/05	11/29/2005	53268	145	EBS Trust	10-00-2005	105.50
11/05	11/29/2005	53269	910	OR Department of Justice	10-00-2005	115.38
11/05	11/29/2005	53270	1132	OR Department of Justice	10-00-2005	322.15
11/05	11/29/2005	53271	2366	OR Department of Justice	10-00-2005	203.08
11/05	11/29/2005	53272	144	OR Teamster Employers Trust	10-00-2005	11,724.75
11/05	11/29/2005	53273	189	OR Teamster Employers Trust	10-00-2005	25,012.80
11/05	11/29/2005	53274	205	PERS Retirement	10-00-2005	15,438.21
11/05	11/29/2005	53275	213	Teamsters Local Union 223	10-00-2005	719.00
Totals:						284,043.77

Dated:

Mayor:

City Council:

City Recorder:

CITY OF BROOKINGS POLICE DEPARTMENT

Chris Wallace, Chief of Police



To:

Brookings City Council through City Manager Dale Shaddox

From:

Chief Chris Wallace 27813/201

Date:

11-28-2005

Subject:

Liquor License Application(s)

The Brookings Police Department found no local disqualifying information prohibiting **Waid Stephen Woodruff, Barbara Kay Woodruff** and business manager **Francisco Garcia** with their attached individual liquor license applications. Woodruff Enterprises Inc. will now be the new listed owner with a business trade name change from Rubio's to Pancho's Cantinay Restaurant. The business mentioned is located at 1136 Chetco Avenue, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

Chris Wallace
Chief Chris Wallace
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 <u>C/TM</u>	
Applying as: ☐ Individuals ☐ Limited Partnership ☒ Corporation ☐ Limited Liability Company		Applicant(s): [See SECTION 1 of the Guide] ① <u>WOODLUFF ENTERPRISES, INC.</u> ② _____ ③ _____	
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) Name: _____ (date) Title: _____ OLCC USE ONLY Application Rec'd by: <u>[Signature]</u> Date: <u>1-22-05</u> 90-day authority: ☐ Yes ☐ No		1. Applicant(s): [See SECTION 1 of the Guide] ① <u>WOODLUFF ENTERPRISES, INC.</u> ② _____ ③ _____	

2. Trade Name (dba): <u>RANCHOS CANTINA Y RESTAURANTE</u>		3. Business Location: <u>1136 CHETCO AVE, BROOKINGS, ORE, OR 97445</u> (number, street, rural route) (city) (county) (state) (ZIP code)	
4. Business Mailing Address: <u>96378 DAWSON ROAD, BROOKINGS, ORE 97445</u> (PO box, number, street, rural route) (city) (state) (ZIP code)		5. Business Numbers: <u>(541) 469-4416</u> (phone) <u>(541) 469-4432</u> (fax)	
6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No		7. If yes to whom: <u>FRANCISCO & YOLANDA GARCIA (JERENA)</u> Type of License: <u>FULL ON-PREMISES SALES</u>	
8. Former Business Name: <u>Rubio's</u>		9. Will you have a manager? ☒ Yes ☐ No Name: <u>FRANCISCO GARCIA</u> (manager must fill out an individual history form)	
10. What is the local governing body where your business is located? <u>BROOKINGS, OR</u>			
11. Contact person for this application: <u>BARBARA WOODLUFF</u> (name of city or county) <u>(541) 469-4403 or 661-4555</u> (phone number(s)) <u>BARBWOOD2@CHARTEK.NET</u> (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 Francisco Garcia Date 11/14/05 ③

Date 11/14/05 ④

Date _____

1-800-452-OLCC (6522)

www.olcc.state.or.us





CITY OF BROOKINGS

City Council Agenda Report

Date: December 2, 2005

To: Mayor & City Council

From: John Buschoff, City Planner

Subject:

Acceptance of a deed for a water tank site within the Vista Ridge Subdivision.

Recommendation:

Staff recommends acceptance of the deed.

Background / Discussion:

When the preliminary plat map for the Vista Ridge Subdivision was presented, staff determined that a water tank would be necessary at the highest point, the north east corner, of the subdivision. This tank would provide pressure for the new homes plus increase water pressure throughout the Parkview area.

A separate lot, Lot 46, was created in the northeast corner of the subdivision for the water tank. The applicant has submitted a deed granting Lot 46 to the city.

Financial Impact(s):

There is no negative financial impact on the city.

City Manager Review and Approval for placement on Council Agenda:

Dale Shaddox, City Manager

898 Elk Drive
Brookings, OR 97415
www.brookings.or.us

Phone: (541) 469-2163
Fax: (541) 469-3650



After recording return to:
City of Brookings
898 Elk Drive
Brookings, OR 97415

Until a change is requested all tax statements
shall be sent to the following address:
City of Brookings
898 Elk Drive
Brookings, OR 97415

File No.: ()
Date: October 31, 2005

STATUTORY WARRANTY DEED

THIS SPACE RESERVED FOR RECORDER'S USE

Mahar Kessler Properties LLC, an Oregon limited liability company, Grantor, conveys and warrants to City of Brookings, a municipal corporation of the State of Oregon, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 46, VISTA RIDGE SUBDIVISION in the City of Brookings, Curry County, Oregon.

This property is free from liens and encumbrances, EXCEPT:

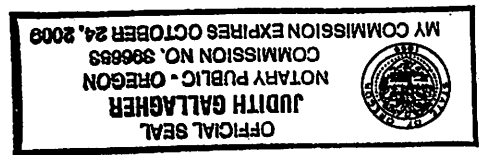
1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is **NONE**. (Here comply with requirements of ORS 93.030)

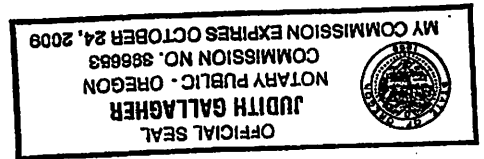
Dated this 8 day of November, 2005.

STATE OF Oregon)
) ss.)
) County of Curry)
This instrument was acknowledged before me on this 8 day of November, 20 05
by Kurt R. Kessler as Member of Mahar/Kessler Properties LLC, on behalf of the Limited Liability
Company.



Judith Gallagher
Notary Public for Oregon
My commission expires: 10/24/09

STATE OF Oregon)
) ss.)
) County of Curry)
This instrument was acknowledged before me on this 23rd day of November, 20 05
by Victoria V.J. Kessler as Member of Mahar/Kessler Properties LLC, on behalf of the Limited Liability
Company.



Judith Gallagher
Notary Public for Oregon
My commission expires: 10/24/09

APN:

Statutory Warranty Deed

- continued

File No.: kimacomm (KEP)
Date: 10/31/2005

APPROVED BY THE CITY OF BROOKINGS

BY: _____

Mahar/Kessler Properties LLC, an Oregon
Limited Liability Company

By: Michael T. Mahar, Member

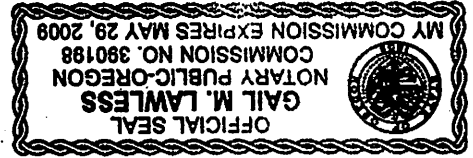
By: Kurt R. Kessler, Member

By: Victoria V.J. Kessler, Member

STATE OF Oregon

)
)ss.
)
County of

This instrument was acknowledged before me on this 3 day of NOVEMBER, 2005
by Michael T. Mahar as Member of Mahar/Kessler Properties LLC, on behalf of the Limited Liability
Company.



Notary Public for Oregon
My commission expires: May 29, 2009

Gail M. Lawless



CITY OF BROOKINGS

City Council Agenda Report

Date: December 7, 2005

To: Mayor & City Council

From: Dale Shaddox, City Manager

Subject: City Council Study Sessions and Goals & Objectives Study Session

Recommendation:

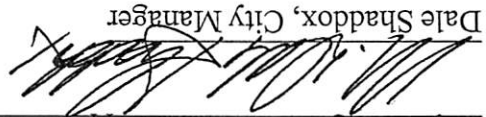
Approve Wednesday Evening City Council Study Sessions for January 11, 18 and 25, from 5PM to 6:30PM for the Purpose of Receiving Departmental Briefings and Establishing Budgetary Goals and Objectives for Fiscal Year 2006/07.

Background / Discussion:

Each year the City Council meets in January to review Goals and Objectives for the current fiscal year, and to establish same for the upcoming fiscal year, beginning on July 1. Historically, these meetings have included broad community goals as well as city department operational/capital project goals. Given that the City has hired Sue Densmore as a consultant to conduct an extensive community visioning program that is expected to begin in January, I believe that the City Council should conduct a separate series of work sessions focusing on City department operations and needed capital projects for FY 2006/07. The proposed process consists of meeting with City department heads for a series of short evening study sessions. The first two (January 11 and 18) would be for the purpose of receiving briefings from individual department heads on their respective operations and needed capital projects. The purpose of the final study session on January 25 would be for the Council and department heads to discuss and agree on the Goals and Objectives for FY 2006/07, which would translate to budgetary priorities as we prepare the annual budget document.

Financial Impact(s):
None.

City Manager Review and Approval for placement on Council Agenda:


Dale Shaddox, City Manager

Agenda

CITY OF BROOKINGS
Urban Renewal Agency
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
October 10, 2005 6:00 p.m.

VAULT COPY

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Review and approval of July 25, 2005 minutes
- VI. Downtown Street Lights
- VII. Adjournment

Minutes
CITY OF BROOKINGS
Urban Renewal Agency
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
July 25, 2005 6:00 p.m.

- I. Call to Order
Chair Sherman called the meeting to order at 6:01 p.m.
- II. Pledge of Allegiance
Chair Sherman led the pledge of allegiance.
- III. Roll Call

Agency members present: Chair Pat Sherman, Jan Williams, Dave Gordon, and Craig Mickelson, a quorum present
Others: Interim City Manager Burke Raymond, Finance Director Paul Hughes, Community Development Director Ed Wait, and Administrative Assistant Donna Colby-Hanks

Media: none

- IV. Approval of line of credit for Urban Renewal projects
Finance Director Hughes reviewed the staff report. Interim City Manager Raymond recommended opening a line of credit for several reasons.
- Cheto Point Park is located within the Urban Renewal District
 - Law requires the Urban Renewal Agency to be in debt
 - Important for citizens to see Agency functioning
 - Establish relationships with financial institutions
- Hughes stated there would be some additional legal fees not specified in the letter.

Member Gordon moved, a second followed, and the Agency members voted unanimously to authorize staff to execute the line of credit commitment letter from Umpqua Bank and to authorize Mayor Sherman to sign loan documents.

- XI. Cheto Pointe Project
Interim City Manager Raymond passed around a color coded map of Cheto Point Park showing in orange the proposed handicapped accessible trails and viewing areas. Projects in red were proposed to be accomplished next year with a grant yet to be applied for. Community Development Director Ed Wait reviewed the staff report and stated the handicapped accessible trail would be to the beach, not the trail over the hill. Member Mickelson questioned the access to MacKllyn Cove. Wait described the hard surfaces being the most expensive part of the project. Some benches and/or picnic tables would also be sited. Chair Sherman suggested working with the schools on restoration of native plants.

Member Mickelson moved, a second followed, and the Agency members voted unanimously to reprogram \$50,000 from the general fund to the Urban Renewal Agency's budget for the Chetco Point Park Improvements.

XII. Adjournment

The Agency voted unanimously by voice vote to adjourn at 6:20 p.m.

Respectfully submitted:

Pat Sherman
Chair

ATTEST by City Recorder this _____ day of _____, 2005.

Paul Hughes
Finance Director/City Recorder

**STAFF REPORT**

Date: October 6, 2005

To: The Urban Renewal Agency

From: Ed Wait, Community Development Director

Subject: Funding for Downtown Decorative Lighting

REPORT

One of the projects to be undertaken by the Urban Renewal Agency is to improve the visual appearance of the Urban Renewal District. One of the components of this improvement is to place Decorative Lighting in the district to enhance the visual feel.

The State Department of Transportation has been working with staff on the US 101 Lone Ranch Beach-Chetco River Bridge Project that includes lighting upgrades from 5th Street to the Dot Martin Bridge. The City engaged ODOT early in the planning process and presented a concept to enhance the lighting planned by ODOT to a more attractive and pedestrian scale standard that would meet the intent of our mission. The Urban Renewal Agency budgeted \$55,000 in our 2005 - 2006 budget for this purpose.

Due to the timing of the project the City was unable to get the lighting design built into the bid documents prior to the scheduled bid opening. ODOT assured us that we could bring this item forward as a change to the contract once the project was bid. The project went to bid earlier this year and has been awarded to Tidewater Contractors. The ODOT lighting component was bid at \$312,121. The City supplied our design to ODOT and requested quotations from the contractors to upgrade the lighting standards. A problem was identified with our design and ODOT rejected our first concept, but, assisted in developing a design that would meet their standards. This design was than submitted to the contractor and we have received a quotation from the contractor to provide these upgrades. That amount is \$135,584 and is higher than we had originally planned.

The Urban Renewal Agency is always exploring ways to complete our vision and provide components of the plan at the lowest cost that creates the biggest benefit. With this project the URA will invest \$136,000 and be provided with the benefit of a \$400,000+ upgrade for our community that is directly in line with the mission of the Agency. The additional amount needed for this project is \$81,000 and is available in the Agencies budget.

RECOMMENDATION

Approve these funds to complete this project.

TIDEWATER CONTRACTORS, INC.
 P.O. Box 1956~Brookings, OR 97415
 Redi-Mix~Asphalt~Sand & Gravel~Excavation~Road Building
 Jess Fitzhugh
 Dave Baldwin
 CCB# 29995 CCLB# 456696



VIA FACSIMILE

October 6, 2005

ODOT-Coquille
 Petr Lovasic
 541-396-5321

City of Brookings
 Ed Wait
 469-3650

RE: Lighting Pole Upgrade/Revision
 ODOT # 13155

Here are the additional costs associated with the lighting revisions

Pacific Electric	\$ 120,040.00
Freeman Installation costs	\$ 5,500.00
TOTAL	\$ 135,583.20 (including markup)

I have attached a copy of the estimate from Pacific Electric that has more detail. Please contact us ASAP with your decision.

Thank you.

[Signature]
 Scott Darger

Tidewater Contractors, Inc.



Pacific Electrical Contractors

Pacific Electrical Contractors, Inc.
920 S. Grape Street, P.O. Box 1430
Madison, Oregon 97501
Phone 541-773-7377
Fax 541-773-2077
www.pacificelect.com

October 4, 2005

Tidewater Contractors, Inc.
Attn: Gina
P.O. Box 1956
Brookings, OR 97415

Re: US 101 Lone Ranch Beach-Chetco River Bridge
Lighting Pole Upgrade/Revision

Original	
Bid Item #1080	\$ 24,850.00 (52)
Bid Item #1090	\$101,700.00 (52)
Bid Item #1100	\$ 15,800.00 (52)
Bid Item #1110	\$ 11,075.00 (52)
Total	\$128,575.00

Revised Alternate	
Bid Item #1080	\$ 27,940.00 (30-RN20)(34-Z40)
LUMEC RN20	\$139,696.00 (30)
LUMEXC Z40	\$ 73,431.00 (34)
Bid Item #1120 - J-Box/Misc.	\$ 4,668.00 (12)
Bid Item #1120 - Extra Conduit	\$ 2,880.00 (60M)
Total	\$248,615.00

Alternate Total	\$248,615.00
Original Total	\$128,575.00
Additional Net Cost	\$120,040.00
Original Contract	\$312,121.00
Revised Contract (If Approved)	\$432,161.00

If you have any question please feel free to contact me at (541) 773-7751.

Sincerely,
Pacific Electrical Contractors, Inc.

John Elbon
Vice President