

Agenda

City of Brookings
Common Council Meeting
Brookings City Hall Council Chambers
898 Elk Drive, Brookings Oregon
August 25, 2003 7:00 p.m.



- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Ceremonies/Appointments/Announcements**
 - A. Announcements**
 - 1. Introduction of new Economic and Urban Development Director-Ed Wait**
- V. Oral Requests and Communications from the Audience**
 - A. Committee and Liaison reports**
 - 1. Chamber of Commerce**
 - 2. Council Liaisons**
 - B. Unscheduled**
- VI. Staff Reports**
 - A. City Manager**
 - 1. Harbor Sanitary Agreements [page 5]**
 - 2. Other**
- VII. Consent Calendar**
 - A. Approval of Council Meeting Minutes**
 - 1. Minutes of August 14, 2003 Regular Council meeting [page 13]**
- VIII. Remarks from Mayor and Councilors**
 - A. Council**
 - B. Mayor**
- IX. Adjournment**

City of Brookings
Events Calendar

September 2003

September 2003							October 2003						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	September 1 City Hall CLOSED - Labor Day Holiday 9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	2 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	3 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 1:30pm CC-SafetyComMtg/ HThmpson 7:00pm FH-PoliceReserves	4 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC- Sheriff's Search & Rescue mtg	5	6
7	8 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	10	11 CC-Elections Drop Site-Shelly-247-3297 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Downtown Development committee mtg-7 to 10 pm	12	13
14 CC-Elections Drop Site-Shelly-247-3297	15 9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen Degenais 7:00pm FH-FireTng/ChShrp (Fire Hall)	16 7:00am CC-Elections Drop Site-Shelly-Curry County Elections-247-3297 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	17 6:00pm CC-Victim's Impact Panel-Mindy-247-2412-Cun Prevention Services	18 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray	19	20
21	22 7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	23 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	24 6:30pm CC-Seatbelt Class-Det. Palicki-PD	25 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	26	27
28	29 7:00pm FH-FireTng/ChShrp (Fire Hall)	30 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)				

City of Brookings
Events Calendar

October 2003

October 2003							November 2003						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	15	16	17	18	16	17	18	19	20	21	22
26	27	28	22	23	24	25	23	24	25	26	27	28	29
			29	30	31		30						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			October 1 12:00pm Comnity Agencies mtg (Chetco Sr.Center) 1:30pm CC-SafetyComMtg/ HThmpson 7:00pm FH-PoliceReserves	2 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crm Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC- Sheriff's Search & Rescue mtg		
5	9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	6 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	7	8 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Downtown Development committee mtg-7 to 10 pm	9	10
12	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	13 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	14	15 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 2:00pm CC-CEP (Citizens for Emergency Preparedness):	16	17
19	9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BPalicki 6:00pm CC-American Red Cross Mtg/Karen Degenals 7:00pm FH-FireTng/ChShrp (Fire Hall)	20 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	21	22 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC-PD-Barbara Palicki 10:00am Leroy's Office- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett	23	24
26	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	27 9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	28	29 8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray	30	31

CC-Council Chambers
FH-Fire Hall

CITY OF BROOKINGS



STAFF REPORT

Date: August 20, 2003
To: Mayor Hagbom & City Councilor
From: Leroy Blodgett, City Manager
Subject: Harbor Sanitary Agreement

REPORT

Since 1989, Harbor Sanitary District (HSD) has collected system development charges (SDC's) within HSD to fund additional capacity to the sewer treatment plant. HSD would collect and deliver the fee to the City.

Due to a disagreement between the City and HSD, the SDC's collected from 1992 to 1997 were not delivered to the City. In 1997, the disagreements were resolved and HSD commenced to give the City the SDC's collected after that time. However, between 1992 and 1997 HSD collected \$68,136 in SDC's that were never delivered to the City.

Staff and our City Attorney have met with HSD representatives and their attorney to negotiate an agreement to release those funds. The agreement is to release 100% of the original principle to the City. HSD will retain any interest gained on the principle during that time. It also releases both parties from any claims relating to the dispute. The proposed agreement is included in the Council Packet. Once the agreement is approved by City Council and the HSD Board of Directors the funds will be turned over to the City. The use of these funds and all other sewer SDC's are restricted to only for payment of the sewer bond.

STAFF RECOMMENDATION

Approve, as proposed, the Settlement Agreement and Mutual Release between the City of Brookings and Harbor Sanitary District.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is effective upon the signature by all parties and is by and between the following parties: The Harbor Sanitary District, a local public agency organized and operated under the authority granted by ORS 450.005-450.303; (herein referred to as "District"); The City of Brookings, an Oregon municipality corporation (herein referred to as "City").

RECITALS

- A. On June 26, 1989, City and District entered into a Memorandum of Understanding whereby, in part, District agreed to pay systems development charges established by City ordinance for replacements and improvements to the City Sewage Treatment Plant, transmission facilities and outfall system.
- B. In 1989 City adopted Ordinance No: 418, establishing a systems development charge to provide future capacity for several City services, including sewers. In 1991, City again adopted an Ordinance establishing a systems development charge, City Ordinance 91-0-447. This ordinance again established an SDC to provide, in part, for additional sewer capacity.
- C. In 1989, District adopted Ordinance No: 53, establishing its own systems development charge to provide future capacity for sewage treatment. This ordinance was adopted in response to City adopting Ordinance No: 418. In 1992, District adopted Ordinance No: 92-1, establishing an interim systems development charge for sewage treatment plant and outfall system capacity, repealing Ordinance No: 53. Ordinance No. 92-1 was adopted by District in response to the City adopting City Ordinance No: 91-0-447.
- D. In March of 1992, correspondence was exchanged between Manville Heisel, then the attorney for District, and Michael Gillespie, then the attorney for City. This correspondence related to expenditures of system development charge funds by City and whether those expenditures were authorized by Oregon statutes establishing systems development charges and limiting SDC expenditures.
- E. Because District was advised by its attorney that City was making expenditures of SDC funds that were not authorized by statute, District collected SDC charges under its ordinances but withheld payment of those funds to the City, pending resolution of the question whether City's expenditures of SDC funds were permitted by law. City has now demanded payment of the SDC funds collected by District, alleging that its expenditure

of SDC funds was authorized by Oregon Statutes. Potential litigation has arisen between the parties as the result of the District withholding system development charge funds from City. Both District and City wish to avoid the high costs and uncertainty of litigation. While no litigation has yet been filed, each party has made certain demands upon the other and each party has asserted rights against the other based on various legal theories.

- F. The parties wish to enter an agreement to fully satisfy and settle all claims and disputes among them arising from or related to District withholding payment of SDC funds to City from 1992 through 1997.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1

PURPOSE

This agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below.

SECTION 2

STATEMENT OF DISPUTE

City has asserted claims against District based upon the Memorandum of Understanding dated June 26, 1989, and the District withholding payment of system development charges collected by District for City from 1992 through 1997 pursuant to said Memorandum of Understanding. District has alleged that it withheld payment of system development charges collected to City based upon the opinion of their counsel that the City's expenditure of those funds were in violation of Oregon statutes limiting the permissible purposes for the expenditure of SDC funds. Both City and District agree that each party has substantial evidence to support their respective contentions.

SECTION 3

TERMS OF SETTLEMENT

District hereby agrees to pay City the sum of Sixty Eight Thousand One Hundred Thirty-six and 00/100 Dollars (\$68,136.00) representing the principal amount of SDC charges withheld by District from City for the period from 1992-1997. District agrees to make the payment of these funds to City to reimburse City for expenditures City has made for capacity improving sewer treatment and outfall projects based upon City's representations that the expenditures of City funds made were within the purposes authorized by Oregon Statutes establishing systems development charges.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE - 2

SECTION 4

TERMS OF SETTLEMENT

It is understood by the parties hereto that the facts, in respect of which this Agreement is made, may hereafter prove to be other than or different from the facts in that connection now known by either of them or believed by either of them to be true, as set out in this Agreement. Each of the parties hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

SECTION 5

AGREEMENT NOT TO BE CONSTRUED AS AN ADMISSION

This Agreement is executed by the parties hereto for the sole purpose of compromising and settling the matters involved in this dispute, and it is expressly understood and agreed, as a condition hereto, that this Agreement shall not constitute or be construed to be an admission by any party or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

It is further understood and agreed that this settlement is in compromise of doubtful and disputed claims and that neither the transfer of property nor mutual release is to be construed as an admission of liability on the part of any above-named party by whom liability is expressly denied.

SECTION 6

RELEASES

Both parties hereby release each other from any and all claims, demands, damages, costs, attorney fees, liability, claims for contribution, claims for indemnity, claims for breach of contract arising out of or in any way related to the dispute recited herein. This release is intended to be final and to fully resolve any claims City may have now or in the future against District for payment of systems development charges not paid by District to City for the period from 1992 through 1997.

SECTION 7

BINDING EFFECT

With respect to the dispute cited herein, this Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, assigns and remainder persons.

SECTION 8

NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Harbor Sanitary District
P.O. Box 2457
Harbor, OR 97415

City of Brookings
898 Elk Dr.
Brookings, OR 97415

Any notice or other communication shall be deemed to be given at the expiration of the first day after the date of deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

SECTION 9

AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all the parties.

SECTION 10

HEADINGS

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

SECTION 11

ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

SECTION 12

COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

SECTION 13

SEVERABILITY

In any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

SECTION 14

WAIVER

A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

SECTION 15

GENDER

Any indication of gender of a party in this Agreement shall be modified, as required, to fit the gender of the party or parties in question.

SECTION 16

FURTHER ASSURANCES

From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents as may be necessary to carry out the purposes of this Agreement.

SECTION 17

GOVERNING LAW AND VENUE

This Agreement has been made entirely within the State of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the state courts in Curry County, Oregon.

SECTION 18

ATTORNEY'S FEES

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this contract to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

SECTION 19

ARBITRATION

Any controversy or claim arising out of or relating to this agreement, including without limitation, the making, performance, or interpretation of this agreement, shall be settled by arbitration. If the parties disagree whether either is legally entitled to recover damages under this agreement, then either party may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of a Circuit or District Court of Curry County, Oregon. The parties will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each are obligated to pay one half of the arbitrator's fee.

Unless otherwise agreed the arbitration shall be conducted in Curry County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. If arbitration is commenced, this contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrator's award. The parties agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Ole Newman, Chairperson

Attest:

Ralph Martin, Secretary

City of Brookings

By: Bob Hagbom, Mayor

SETTLEMENT AGREEMENT AND MUTUAL RELEASE - 7

**CITY OF BROOKINGS
COMMON COUNCIL MEETING MINUTES
City Hall Council Chambers
898 Elk Drive, Brookings, OR 97415
August 11, 2003
7:00 p.m.**

I. Call to Order

Mayor Bob Hagbom called the meeting to order at 7:00 p.m.

II. Pledge of Allegiance

Led by John Jolie

III. Roll Call

Council Present: Mayor Bob Hagbom, Council President Rick Dentino, Councilors Larry Curry, Frances Johns Kern, and Craig Mickelson, a quorum present.

Council Absent: None

Staff Present:

City Manager Leroy Blodgett, Fire Chief William Sharp, Police Lt. John Bishop and Administrative Secretary Linda Barker

Media Present: Curry Coastal Pilot Reporter David Courtland

Other:

And approximately four other citizens

Mayor Hagbom recapped issues from the Oregon Mayor's Conference and thanked the citizens of Brookings for their participation in city government.

IV. Ceremonies/Appointments/Announcements

A. Ceremonies

1. Proclamation-Charles D. Fuller Day

Mayor Hagbom introduced and thanked Charlie Fuller for being a very special neighbor. He read a proclamation highlighting Fuller's volunteer work with the VFW and other military service organizations.

B. Announcements

1. Yard of the Month and Most Improved Property for August

Mayor Hagbom announced that Jerry Saylor, 310 Oxford Street, was the winner of the Yard of the Month and Lynette and Kelly Kemp won the Most Improved Property for August. Signs were

placed in the winner's yards and they will receive a \$50 credit on their water bill.

V. Oral Requests and Communications from the Audience

A. Committee and Liaison reports

1. Council Liaisons

Councilor Mickelson attended the Planning Commission meeting August 5 and will attend a Planning Commission work session tomorrow on RV parking.

Councilor Johns was out of the area during July and attended no meetings.

Councilor Dentino acted as the City's liaison to the Port of Brookings Harbor Board of Directors meeting where a presentation for additional security in the south county area was made. He also worked an American Music Festival concert in Azalea Park and conducted the Community Agencies meeting at the Senior Center August 6.

Councilor Curry attended the Community Agencies meeting at noon August 6 and that evening attempted to attend a Chetco Watershed Council meeting but only three other people attended so the meeting was postponed.

Mayor Hagbom spoke briefly on the Mayor's Conference he attended in LaGrande last week. He said meetings such as this one reinforce the concept of what a wonderful place we live in.

B. Unscheduled

1. None

VI. Staff Reports

A. Fire Department

1. Federal Fire Act Grant Award

City Manager Blodgett said he had asked department heads and staff to be creative in searching for sources for funding and was very pleased that Chief Sharp investigated and applied for a Federal Fire Act grant. The grant was awarded to the City on the first application.

Chief Sharp then explained the need for new breathing apparatus and training and safety issues caused by having different types of breathing apparatus. Accepting the grant and using monies budgeted for turnouts will allow for the purchase of 20 Scott Air Pac 50s Breathing Apparatus, 20 spare Scott air bottles, 35

individual Scott masks and 6 Bendix King Digital/Analog hand held radios. In response to Councilor Dentino's question about the disposition of the masks currently being used, Sharp responded the Police Department will receive and be trained on five masks and other departments have shown an interest in the remaining masks for spare parts. Mayor Hagbom thanked Sharp for all his hard work in obtaining the grant.

Councilor Dentino moved, a second followed, and the Council voted unanimously to accept the Federal Fire Act Grant award in the amount of \$100,170 and allow use of monies budgeted for turnouts to cover the City's share of the project.

B. Police Department

1. Records Management System Update

Before giving his presentation on the records management system, Police Lt. Bishop passed along greetings from Police Chief Chris Wallace who is currently attending the FBI Academy in Virginia.

Bishop then updated the Councilors on efforts to replace the present records management system. The need for replacement become known when Area Information Records System and Lane County Regional Information Systems (AIRS/RIS) notified the Police Department they were changing their system and the mainframe system we are currently using would not be supported after February 2004. AIRS/RIS services would be available to the City but at a much increased cost. After researching software companies and interviewing other law enforcement agencies, software produced by CMI best met the Department's needs.

Bishop said Curry County and the City of Gold Beach are facing the same situation and after consultations with them two scenarios were developed:

1. Using a grant, the County would purchase the system and provide service at no cost for the first year other than the hook-up from our 911 center to the server in Gold Beach. After the first year, the cost will be on a per workstation basis at a significantly lower cost than what the City currently pays to AIRS/RIS.
2. If a grant is not used, the County may still buy the system and then charge the other law enforcement agencies on a per work station basis.

Both scenarios would cost less than what is currently paid to AIR/RIS and after the initial cost of the software the yearly cost would include licensing fees and maintenance. Maintenance and fees per workstation would drop significantly. Curry County

Commissioners voted August 4, 2003, to tentatively except this system and, because of the time frame, waived the RFP requirements under an emergency clause.

Councilor Johns Kern moved, a second followed, and the Council voted unanimously to support the Police Department and direct staff to continue with efforts to purchase the CMI system with Curry County.

C. *City Manager*

1. *Other*

City Manager Blodgett noted the City's new website is up and running and invited everyone to take a look at it. City staff developed the website at an estimated cost savings of \$15,000. Included on the home page is a survey on the new city trashcans and responses are coming in daily showing web-users are viewing our website. The survey will be changed periodically and survey totals will be posted on the home page.

The new Economic and Urban Development Director position has been filled. Ed Wait will start Monday August 18.

Blodgett reminded everyone of the volunteer/employee appreciation picnic coming up on August 23.

Staff is working on an agreement with Harbor Sanitary District on past SDC and rate changes and is pleased with work so far. This item should come before the Council at their next meeting.

On August 19 at 2:00 p.m. a work session has been scheduled with the Curry County Commissioners, City Councilors and city and county staff to review and discuss the Master Plan Zoning ordinance and intergovernmental agreement. Councilors will be provided copies of the two documents.

The Planning Commission will hold a work session August 12 to review RV parking regulations within the city.

Festival of Arts is being held this coming weekend. A new event to Brookings is the Wild River's Coast Salmon Festival and Derby over Labor Day weekend. It is a three-day fishing derby costing \$20 to enter which includes a salmon barbeque dinner on Sunday. First, second and third prizes will be awarded for the heaviest fish.

VII. Consent Calendar

- A. *Approval of Council Meeting Minutes*
 - 1. *Minutes of July 28, 2003, regular Council meeting*
- B. *Acceptance of Parks and Recreation Commission Minutes*
 - 1. *Minutes of June 26, 2003, regular Commission meeting*
- C. *Acceptance of Planning Commission Minutes*
 - 1. *Minutes of July 1, 2003, regular Commission meeting*
- D. *Approval of Vouchers for month of July, 2003 (\$ 963,813.36)*

Councilor Dentino moved, a second followed and the Council voted unanimously to approve the consent calendar as written

VIII. Remarks from Mayor and Councilors

- A. *Council*
 - None
- B. *Mayor*
 - Saying the Albacore are biting less than 12 miles out, Mayor Hagbom moved the meeting be closed.

IX. Adjournment

With no further business before them, the Council adjourned the meeting at 7:48 p.m.

Respectfully submitted:

Bob Hagbom
Mayor

ATTEST by City Recorder this ____ day of _____, 2003.

Paul Hughes
Finance Director/City Recorder