

Agenda

City of Brookings
Common Council Meeting
City Hall Council Chambers
898 Elk Drive
Brookings OR 97415
June 24, 2002 7:00 p.m.



*Flowers fill the skies on the
Fourth of July...
here in the Home of Winter Flowers*

agenda

CITY OF BROOKINGS
COMMON COUNCIL MEETING
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
June 24, 2002 7:00 p.m.

At 6:00 p.m., before the regularly scheduled Common Council meeting, the City Council and the Planning Commission will hold a joint work session to discuss the formation of an Urban Renewal District.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS

A. Announcements

1. Introduction of Gregory Johnson and Marvin Parker, newly hired Police Officers.

V. ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

A. Committee and Liaison reports

1. Chamber of Commerce
2. Council Liaisons
3. Unscheduled

VI. STAFF REPORTS

A. City Manager

1. "Amended Port Orford Landfill Trust Agreement," proposed by the Curry County Solid Waste/Recycling Committee.
2. Downtown Parking
3. Other

B. Finance Department

1. Refinance of police cars lease

VII. CONSENT CALENDAR

A. Approval of Council Meeting Minutes

1. Minutes of June 10, 2002, Regular Council Meeting

B. Approval of Vouchers (\$402,100.69)

(end Consent Calendar)

VIII. ORDINANCES/RESOLUTIONS/FINAL ORDERS

A. Ordinances

1. No. 02-O-342.C—in the matter of an ordinance amending Ordinance No. 80-O-342, An Ordinance providing for a six percent (6%) transient room tax for the City of Brookings; providing administrative procedures for collection of same; and further, establishing violations of such and penalties therefore.

B. Resolutions

1. No. 02-R-703—in the matter of a resolution adopting the budget, declaring tax levied, making appropriations for the 2002-2003 fiscal year and to categorize the levy as provided in ORS 294.435.

2. No. 02-R-704—In the matter of a resolution adopting a Supplemental Budget for the 2001-2002 Fiscal Year

General Fund—Revenue

Transfer In—General Reserve	\$ 46,362
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General Fund—Expenditures

Parks and Rec—Personal Services	\$ 46,362
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General Reserve—Expenditures

Transfer out—General Fund	\$ 46,362
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Construction	\$(46,362)
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Debt Service 1993—Expenditures

Legal & Administrative Services	\$ 850
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Contingency	\$ (850)
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Dawson Bancroft Bond—Revenue

Assessment Revenue	\$ 425
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Dawson Bancroft Bond—Expenditures

Legal and Administrative Services	\$ 425
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IX. REMARKS FROM MAYOR AND COUNCILORS

A. Council

B. Mayor

X. ADJOURNMENT

July 2002

July 2002						
S	M	T	W	T	F	S
7	1	2	3	4	5	6
14	8	9	10	11	12	13
21	15	16	17	18	19	20
28	22	23	24	25	26	27
	29	30	31			

August 2002						
S	M	T	W	T	F	S
4	5	6	7	1	2	3
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	July 1	2	3	4	5	6
	9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	8:00am Patrol meeting-John Bishop 9:30am KURY Radio Community Focus Talk Show w/City 7:00pm CC-Planning Commssn & Plan Review of Urban	12:00pm Comnity Agencies mtg (Chetco Sr.Center) 7:00pm FH-PoliceReserves	City Hall CLOSED - 4th of July Ho 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crime Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray		
7	8	9	10	11	12	13
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 3:00pm CC-HOPE Mtg/ Councilor Lorraine Kuhn	8:00am CC-ODOT/DMV Dealer Training; Clyde Carrick: 503/945-5077 2:30pm FH-SafetyComMtg/ HTHmpson	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		
14	15	16	17	18	19	20
1:00pm AMF Free Summer Concert 2002: Oregon Lab Band at Azalea Park	9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BP 6:00pm CC-American Red Cross 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	6:00pm FH-Subrbn Fire Dist Mtg/RexAtwell	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 2:00pm CC-CEP (Citizens for Emergency Preparedness): MArrell-469-5731, J		
21	22	23	24	25	26	27
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	6:30pm CC-Seatbelt Class-PD/BPalicki	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 7:00pm CC-Parks & Rec Comm/ LBlodgett		
28	29	30	31			
1:00pm AMF Free Summer Concert 2002: Catishun at Azalea Park	7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)				

CC=Council Chambers
FH=Fire Hall

6/20/2002

August 2002

August 2002							September 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
18	19	20	21	22	23	24	15	16	17	18	19	20	21
25	26	27	28	29	30	31	22	23	24	25	26	27	28
							29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				August 1 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crime Stoppers 10:00am CC- Site Plan Com Mtg/LauraLee Gray	2	3
4	5	6	7	8	9	10
1:00pm AMF Free Summer Concert 2002: Buzzard Brothers at Azalea Park	9:30am CC- VIPS/Volunteers in Police Service/BPalicki 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 7:00pm CC-Planning Commssn	12:00pm Comnlty Agencies mtg (Chetco Sr.Center) 7:00pm FH-PoliceReserves	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		
11	12	13	14	15	16	17
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3) 3:00pm CC-HOPE Mtg/ Councilor Lorraine Kuhn	2:30pm FH-SafetyComMtg/ HThmpson	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		Summer Rec Program "End of Ye
18	19	20	21	22	23	24
1:00pm AMF Free Summer Concert 2002: at Azalea Park - ThunderRose (western band)	9:00am CC-Municipal Court/ JdgHarper 9:30am CC-VIPS/Volunteers in Police Service-BP 6:00pm CC-American Red Cross 7:00pm FH-FireTng/ChShrp (Fire Hall)	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)	6:00pm FH-Subrbn Fire Dist Mtg/RexAtwell	8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray 1:15pm CC-ODOT meeting-John 7:00pm CC-Parks & Rec Comm/ LBlodgett		12:00pm City Volunteer & Employee Annual Picnic (Azalea Park)
25	26	27	28	29	30	31
	7:00pm FH-FireTng/ChShrp (Fire Hall) 7:00pm CC-Council Mtg	9:30am KURY Radio Community Focus Talk Show w/City Staff/Council (KURY 95.3)		8:15am CC-CmtyDevDpt Staff mtg/LLightle 10:00am CC- Site Plan Com Mtg/LauraLee Gray		

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FH=Fire Hall

6/20/2002



Staff Report

To: Mayor Hagborn & City Councilors
From: Leroy Blodgett, City Manager
Date: June 20, 2002
Re: Port Orford Landfill Post Closure Agreement

BACKGROUND

In 1993 the cities of Port Orford, Gold Beach and Brookings and Curry County entered into an agreement for the closure and post-closure of the Port Orford Landfill. The agreement was for a ten-year period ending April 1, 2003. To fund the closure and post-closure CTR has been collects from customers and pays to the County \$1.53 per ton of solid waste. This equates out to 13 cents per residential customer per month.

Even though the original agreement was for ten years, DEQ requires the post-closure (monitoring of the site) for 30 years. Therefore, an amendment to the agreement is required. A copy of the original agreement, the amendments and a report from the County's Accounting Manager is included in your packets.

STAFF RECOMMENDATION

Approve the "Amended Port Orford Landfill Trust Agreement" and authorize the Mayor to execute the document.

May 3, 2002

City of Brookings
City Council
898 Elk Drive
Brookings, Or. 97415

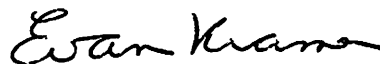
Re: Amended Port Orford Trust Agreement

Dear City Council Members:

The Curry County Solid Waste/ Recycling Committee respectfully supports the enclosed "Amended Port Orford Landfill Trust Agreement." This amended agreement would continue funding for the Port Orford Landfill Post- Closure at the standard rate of 13 cents per 32 gallon can per month. The 13 cent rate is what the ratepayers are already paying, and the amount is currently incorporated within CTR's proposed rates for fiscal year 2002-2003.

The Committee recommends that the amended Agreement be signed at your next available meeting." If you have any questions about this, please give me a call at (541) 332-6565.

Sincerely,



Evan Kramer
Chair of the Curry County Solid Waste/ Recycling
Committee

cc: Gil Hargreaves (Oregon DEQ)
The Board of Curry County Commissioners



AMENDED PORT ORFORD LANDFILL TRUST AGREEMENT

It is hereby agreed to by and among Curry County, a political subdivision of the State of Oregon, the Cities of Brookings, Gold Beach, and Port Orford, all municipal corporations of the State of Oregon, Wells Fargo Bank, a national bank, and the Department of Environmental Quality, an agency of the State of Oregon, that the March 1993 Trust Agreement, a copy of which is attached, be amended as follows:

Title

The title of the agreement is amended from "Closure/ Post-Closure Trust Agreement" to simply "Post-Closure Trust Agreement" for the Port Orford Landfill.

First Paragraph

The name of the trustee is amended from "First Interstate Bank of Oregon" to "Wells Fargo Bank."

Recital B.

1. "OAR 340-61-034" is stricken and "OAR 340-095-0090" is inserted in its place.
2. Curry County Ordinance "92-02" is deleted and substituted with "96-7, Section 2.06.190(2)".

Recital C

In the first sentence the word "Closure/" is deleted.

Recital D

The current Recital D is deleted. A new recital D is adopted which reads "By entering into this agreement the Cities as defined below and Curry County are making no commitment beyond allowing the current rate for post- closure of the Port Orford Landfill to continue at the rate of \$1.53 per ton for the duration of this agreement."

Paragraph 1

The word "Closure/" is deleted so that the name of the trust is now called the "Port Orford Landfill Post-Closure Trust".

Paragraph 2

1. The current paragraph a. is deleted in its entirety.
2. The current paragraph b. is deleted in its entirety.
3. A new paragraph a. is adopted which reads as follows: "Based upon the solid waste rates approved by the Grantors, franchisee shall collect amounts for the Post -Closure Account (at the rate of \$1.53 per ton) for a period of twenty years from April 1, 2003. The Post-Closure Account including income earned thereon shall be deemed fully funded at the end of the twenty year period, provided however, that income from the account after this twenty- year period shall not be considered to be excess to the purposes of the trust solely by operation of this section.

Paragraph 3

1. In the first sentence the words "Closure and" are deleted.
2. In subparagraph c. the words "closure and" are deleted.
3. In subparagraph d. the words "closure and" are deleted.

Paragraph 5

Paragraph 5 is deleted in its entirety.

Paragraph 7

Paragraph 7 is deleted in its entirety.

Paragraph 15

In the first sentence of the paragraph, the words "closure and" which appear twice are deleted.

Paragraph 19

In the first sentence, the words "Closure and" are deleted.

Executed on the last day that all parties have signed this agreement.

BOARD OF CURRY COUNTY COMMISSIONERS

Rachelle D. Schaaf, Chair

Date

Lucie La Bonté, Vice Chair

Date

Marlyn Schafer, Commissioner

Date

CITY OF BROOKINGS

Bob Hagbom, Mayor

Date

CITY OF GOLD BEACH

Karl Popoff, Mayor

Date

CITY OF PORT ORFORD

Gary Doran, Mayor

Date

TRUSTEE

Wells Fargo Bank

By

Date

Its _____

DEQ

By

Date

Its _____

'93 MAY 11 CLOSURE/POST-CLOSURE TRUST AGREEMENT

CURRY COUNTY CLERK

PORT ORFORD LANDFILL

State of Oregon }
 County of Curry } ss
 I hereby certify that the within is a true
 of the original record on file in my office
 custody.

Dated this 11 day of MAY
 Renee' Koien, Curry Co. Clerk
 By Marcia Wolke
 Deputy

TRUST AGREEMENT, entered into as of this 8th day of MARCH, 1993, by and between Curry County, a political subdivision of the State of Oregon ("Curry County"), the Cities of Brookings, Gold Beach, and Port Orford, all Municipal Corporations of the State of Oregon, First Interstate Bank of Oregon, NA, a national bank ("Trustee"), and the Department of Environmental Quality (DEQ), an agency of the State of Oregon.

R E C I T A L S

A. Curry County is the permit holder of a landfill known as the Port Orford Landfill on the real property owned by Curry County and which is legally described in Exhibit 1, attached hereto and incorporated herein by this reference.

B. In order to comply with the operation and closure requirements for the Port Orford Landfill, Curry County and the grantors in this trust, together with the Department of Environmental Quality desire to establish a financial assurance trust fund in accordance with OAR 340-61-034 and Curry County Ordinance 92-02.

C. The Port Orford Landfill Closure/Post-Closure Trust will be funded from a component of the collection and disposal fees as specifically authorized by Curry County and municipal authorities within Curry County. It is understood

that Curry Transfer and Recycling (CTR) (the current franchisee) has consented by prior contract to collect such fees under this agreement.

D. By entering into this agreement the Cities as defined below are making no commitment beyond converting what had been the Wridge Creek Closure component into the Port Orford Closure/Post Closure component for the period of time outlined in this agreement.

D E F I N I T I O N S

A. Cities. Unless the context indicates otherwise, "Cities" shall include Brookings, Gold Beach, and Port Orford, all municipal corporations of the State of Oregon.

B. Curry County. Unless the context indicates otherwise, "Curry County" shall mean the County of Curry, a political subdivision of the State of Oregon.

C. DEQ. "DEQ" shall mean the Department of Environmental Quality, an agency of the State of Oregon, or if it ceases to exist, its successor agency.

D. Facility. "Facility" shall mean the Port Orford Landfill.

E. Franchisee. "Franchisee" shall mean the current and any future solid waste collection franchise holder in Curry County.

F. Grantors. "Grantors" shall mean Curry County, a Political Subdivision of the State of Oregon, and the Cities of Brookings, Gold Beach, and Port Orford, all municipal corporations of the State of Oregon.

G. Effective Date. The Effective Date of this Agreement shall be March 1, 1993.

A G R E E M E N T S

In consideration of the mutual covenants contained herein, Grantors and Trustee agree as follows:

1. Name of Trust. This agreement is called the Port Orford Landfill Closure/Post-Closure Trust.

2. Establishment of Fund. This Agreement is established by Grantors and Trustee to meet the financial assurance requirements applicable to the Facility under the law. Franchisee will collect and arrange for the transfer to Trustee and Trustee will receive in trust, amounts from collection and disposal fees paid by customers within Curry County which are levied and specifically dedicated for inclusion in this Trust by Ordinance or other governmental declaration of Curry County or by Ordinance or other governmental declaration of municipal authorities within Curry County. The amounts collected by Franchisee for transfer to Trustee shall be segregated from other collection fees paid by customers and shall be maintained in a segregated interest-bearing bank account for the sole benefit of the Trust pending their transfer to the Trust. At this point Franchisee holds the fees for the benefit of the trust, but the Trustee has no duties or obligations under the agreement until such time as the funds are transferred to and accepted by the Trustee. Franchisee shall make such transfer no later than 45 days following the

end of each month for which such fees are collected. Such amounts shall become assets of the Trust immediately upon receipt by Franchisee and shall never constitute assets of Franchisee. The amounts received, together with any other property hereafter transferred by Franchisee or others to Trustee and accepted by Trustee for administration as provided in this Agreement, the proceeds, investments and reinvestments of such property, and the accumulated income from such property, shall constitute the Fund as that term is used herein.

a. Based upon the solid waste collection rates approved by the Grantors, franchisee shall collect amounts for the Closure Account for a period of three years from April 1, 1993. The Closure Account including income earned thereon will be deemed fully funded at the end of the three year period, provided however, that income from the account after this three year period shall not be considered to be excess to the purposes of the trust solely by operation of this section.

b . Based upon the solid waste collection rates approved by the Grantors, franchisee shall collect amounts for the Post-Closure Account for a period of ten years from April 1, 1993. The Post-Closure Account including income earned thereon will be deemed fully funded at the end of the ten-year period, provided however, that income from the account after this ten-year period shall not be considered

to be excess to the purposes of the trust solely by operation of this section.

3. Purpose of Trust. The purpose of this Trust shall be to provide financial resources to be held by the Trustee for Grantors to use to fund the following activities as required by and in accordance with the Closure and Post-Closure Plan for the Facility, and all amendments thereto, (the "Plan"), submitted to and approved by the DEQ:

a. The installation, operation and maintenance of any required environmental control systems on, under, over, through or around the Facility;

b. The monitoring and providing of security for the Facility;

c. The closure and post-closure of the Facility; and

d. Compliance with the conditions of all operating, closure and post-closure permits. This Trust and the Fund shall not be used to finance any other activities or for any other purpose.

4. Beneficiaries. The beneficiaries of this Trust shall be Curry County, DEQ, and the Cities of Brookings, Gold Beach, and Port Orford which shall each have the specific rights set forth in this Agreement.

5. Establishment of Accounts. The Fund shall be divided into two accounts: (1) the Closure Account; and (2) the Post-Closure Account. All contributions to this Trust shall be designated by Grantors as either for the

operations and closure of the Facility, which amounts shall be allocated to the Closure Account, or for the post-closure care of the Facility, which amounts shall be allocated to the Post-Closure Account. All expenses paid and distributions from the Fund shall be paid from the appropriate Account.

6. Distributions During Term of Trust. From time to time in accordance with the Plan, one or more Grantors or authorized representatives of Curry County, in their capacities as independent contractors, shall incur expenses in furtherance of the purposes of this Trust. The Grantor(s) or the representative incurring such expense shall present an itemized bill for such expense to Trustee and DEQ along with a written request that such expense either be paid or reimbursed from the Fund and the Account in the Fund to which such expense applies. Within sixty (60) days after receipt of such itemized bill, DEQ shall verify that the expenditures are in accordance with the Plan or otherwise justified. If DEQ approves such expense or does not give Trustee written notice within such sixty (60) day period that the expense is disapproved, Trustee shall pay such bill directly to the provider or reimburse the Grantor or the representative who incurred the expense within ten (10) days after expiration of such sixty (60) day period. If DEQ disapproves such a payment, it shall not be paid by Trustee.

7. Distribution Upon Closure.

a. If at any time during the term of this Trust, Grantors and DEQ agree that the amounts in the Closure Account of the Fund are in excess of those necessary for the operations and closure costs of the Facility, then upon written direction from Grantors and DEQ, Trustee shall distribute such excess in accordance with the provisions of Paragraph 7.b.

b. Within thirty (30) days following completion of all operations and closure activities relating to the Facility in accordance with the terms of the Plan and receipt by Curry County of certification of closure from DEQ, any amounts in the Closure Account, of the fund including principal and interest shall be reallocated to the Post-Closure Account to the extent the amounts in the Post-Closure Account are insufficient, in the judgment of Grantors and DEQ, to fund all expenses of post-closure care of the Facility. Grantors shall provide written notice to Trustee regarding such reallocation. Any excess amount shall be disbursed by Trustee as directed by DEQ and Grantors for the following purpose:

(1) The reduction of the rates that persons within the grantors' jurisdictional area are charged for solid waste collection services as defined by ORS 459.005.

Said rate reductions shall be made on an equal basis for Grantors' ratepayers provided each jurisdiction charges its ratepayers an equal amount for the fund. If any such jurisdictions charge more or less for the fund than other

contributing jurisdictions, the rate reductions shall be proportionally adjusted.

8. Distributions Upon Termination.

a. If at any time during the term of this Trust, Grantors and DEQ agree that the amounts in the Post-Closure Account of the Fund including principal and interest are in excess of those necessary for the post-closure care of the Facility, then upon written direction from Grantors and DEQ, Trustee shall distribute such excess in accordance with the provisions of Paragraph 8.b.

b. Within thirty (30) days following completion of all post-closure activities relating to the Facility in accordance with the terms of the Plan and receipt by Curry County of certification of completion of post-closure from DEQ, Trustee shall disburse all remaining assets in the Fund to Grantors as directed by DEQ and Grantors for the following purpose:

(1) The reduction of the rates that persons within the grantors' jurisdictional area are charged for solid waste collection services as defined by ORS 459.005.

Said rate reductions shall be made on an equal basis for Grantor's ratepayers provided each jurisdiction charges it ratepayers an equal amount for the fund. If any such jurisdictions charges more or less for the fund than other contributing jurisdictions, the rate adjustment shall be proportionally adjusted.

Any such notice to the Trustee under this section shall be made by Grantors.

9. Management of Trust Fund. Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single trust fund without distinction between principal and income. In investing, reinvesting, exchanging, selling, and managing the Fund, Trustee shall discharge its duties with respect to the Fund solely in the interest of the beneficiaries of this Trust and with the care, skill, prudence and diligence under the circumstances then prevailing which persons of prudence, acting in like capacity and familiar with such matters, would use in the conduct of an enterprise with like character and like aims, provided that Trustee shall at all times hold sufficient cash or assets readily convertible to cash to meet the requirements for distributions under the terms of this Agreement.

Trustee is authorized to invest the Fund in insured time deposits, including such deposits bearing a reasonable rate of interest in its own institution, in United States Government and Agency Securities, or in regulated investment funds whose underlying funds are invested in insured time deposits or in United States Government and Agency Securities.

10. Powers of Trustee. Trustee is empowered to do all things appropriate for the orderly administration of the Trust, subject to Trustee's power and control, unless

otherwise specifically provided herein. Without limiting this general power, and without limitation of other powers hereby granted or otherwise possessed by Trustee, including those specified in the Uniform Trustees' Powers Act in effect in Oregon as it may be amended from time to time, Trustee shall have the following powers and discretion which Trustee shall exercise in such manner and upon such terms and conditions as Trustee shall deem necessary, desirable or convenient:

a. To sell, exchange, convey, transfer or otherwise dispose of any property held by Trustee in the Trust, by public or private sale. No person dealing with Trustee shall be bound to see the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

b. To retain any property for such period as Trustee may deem desirable, whether or not such property produces any income and independent of any requirement of diversification;

c. To receive additions to the assets of the Fund from any source;

d. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

e. To borrow, guaranty, or indemnify in the name of this Trust and to secure any such loan or obligation by

mortgage, encumbrance, pledge, or other security interest, and to renew, modify, extend or amend any such obligation. No lender shall be bound to see to or be liable for the application of the proceeds of any obligation, and Trustee shall not be personally liable for any obligation;

f. To vote a security, in person or by general or limited proxy, to participate in or consent to any voting trust, and to deposit securities with and transfer title to a protective or other committee;

g. To register any securities held in the Fund in Trustee's own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentally thereof, with a Federal Reserve bank, but the books and records of Trustee shall at all times show that all such securities are part of the Fund;

h. To insure the Fund against any risk against any liability with respect to third persons;

i. To prosecute, defend, contest, or otherwise litigate actions, suits, claims, or proceedings for the protection or benefit of this Trust; and

j.. Except as otherwise provided herein, Trustee in the exercise of its duties is authorized to do all acts that might legally be done by an individual in absolute ownership and control of property.

11. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund from the Account to which the activity giving rise to the taxes or commissions applies. Grantors shall notify Trustee when they have received notice of any taxes levied against or assessed regarding the fund. All other expenses incurred by Trustee in connection with the administration of this Trust, including fees for legal services rendered to Trustee, the compensation of Trustee, and all other proper charges and disbursements of Trustee shall be paid from the Fund.

12. Agents and Attorneys. Trustee may employ such agents and attorneys as Trustee may deem necessary or desirable for the proper administration of this Trust, or in connection with any uncertainty, controversy or litigation which may arise with respect to this Agreement, and pay reasonable compensation to such agents and attorneys for their services, such compensation to be allocated between the Accounts and the fund as directed by Grantors and DEQ

together in writing. Trustee shall be fully protected in relying upon the advice of legal counsel on questions of law and shall not be liable for any loss or damage caused by any agent or attorney selected by Trustee, if reasonable care was exercised in selecting and retaining such agent or attorney.

13. Trustee Compensation. Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with Grantors, with such compensation paid from the fund. Grantors and DEQ shall direct the Trustee in writing regarding which Fund or Funds from which the compensation shall be paid..

14. Trustee Qualifications; Successor Trustee.

a. Trustee shall be a national bank insured by and regulated under the FDIC. No person or entity who is a beneficiary of this Trust shall be eligible for selection as Trustee.

b. Trustee may resign without the necessity of Court approval or Grantors may replace Trustee, but such resignation or replacement shall not be effective until Grantors, with the consent of DEQ and in accordance with the terms of Paragraph 14.a., have selected a successor trustee and the successor has accepted the appointment. The successor trustee shall have the same powers and duties as those conferred upon Trustee hereunder. Upon the successor trustee's acceptance of the appointment, Trustee shall assign, transfer, and pay over to the successor trustee the

funds and properties then constituting the Fund. If for any reason Grantors and/or DEQ cannot or do not act in the event of the resignation of Trustee, Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in writing sent to Grantors, DEQ, and the present Trustee by certified mail ten (10) days before such change becomes effective. Any expenses incurred by Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Paragraph 11.

15. Accounting. The amounts of money to be set aside for closure and post-closure in the fund shall be established in the closure and post-closure plan to be approved by DEQ. Grantors shall advise Trustee in writing of such amounts. Trustee shall maintain adequate accounting procedures to ensure the amounts allocated to each of the Accounts do not exceed the amounts approved by DEQ. DEQ shall be entitled to audit, at its own expense, all accounting records maintained by Trustee in connection with this Trust and the Fund at reasonable times during normal businesses hours upon ten (10) days prior written notice.

16. Instruction to Trustee. All orders, requests, and instructions by Grantors to Trustee shall be in writing, and signed by the appropriate parties as outlined in this agreement. Trustee shall be fully protected in acting without inquiry in accordance with Grantor's orders,

requests, and instructions. Additionally all orders, requests, and instructions by DEQ shall be in writing, signed by the director of DEQ and Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of Grantors or DEQ, hereunder has occurred. Trustee shall have no duty to act in the absence of such orders, requests, and instructions from Grantors, and/or DEQ, except as provided for herein.

17. Amendment of Agreement. This Agreement may only be amended by an instrument in writing executed by all of the Grantors, Trustee, and DEQ.

18. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Paragraph 17, this Trust shall be irrevocable and shall continue until terminated as provided in Paragraph 8 or at the written agreement of all of the Grantors, Trustee, and DEQ.

19. Immunity and Indemnification. Trustee has no individual or fiduciary liability to take any actions with respect to the Facility, or to perform any of the activities or otherwise comply with the Closure and Post Closure Plan, nor shall the Trustee have any individual or fiduciary liability for complying with written instructions from DEQ

or the Grantors. Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by Grantors or DEQ issued in accordance with this Agreement. Trustee shall be indemnified and saved harmless from the Fund, from and against any personal liability to which Trustee may be subjected by reason of any act or conduct in its fiduciary and individual capacities, including all expenses and attorney fees whether those fees are incurred before trial, after trial, or on appeal reasonably incurred in its defense in the event Grantors fail to provide such defense, excluding acts by the Trustee which constitute willful misconduct or fraud.

20. Provision Against Assignment and Alienation. No share or interest shall vest under this Trust until it is actually paid or delivered by Trustee in accordance with the provisions of this Agreement. No beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner to anticipate or dispose of his or her interest in this Trust or the income produced thereby prior to its actual distribution by the Trustee to the beneficiaries or to another for the benefit of the beneficiaries in the manner authorized herein. No share or interest shall be liable for the debts of Grantors or DEQ, or be subject to the process of any seizure of any court.

21. Merger with Similar Trusts. If at any time and from time to time, Trustee is trustee of two or more trusts under this or any other instrument which are to fulfill substantially similar purposes for Grantors and DEQ, any two or more of such trusts may, in the discretion of Trustee, be merged if the probable effect of such merger will not be to the substantial disadvantage of Grantors or DEQ or otherwise frustrate the purposes of this Trust.

22. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The description hearings for each paragraph of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

23. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Oregon.

24. Bankruptcy or Franchise Termination. Bankruptcy or insolvency of the beneficiaries or of any of the beneficiaries' estates, or termination of the CTR's (the current franchisee) Curry County Franchise, shall not relieve the Trust of its obligation to make distributions under the terms of this Trust Agreement.

While the obligation to make distributions might not be relieved upon bankruptcy or insolvency or termination of CTR's franchise, the Trustee shall have no duty or obligation to make such distributions if the Trustee is

prohibited from doing so pursuant to a court order or other applicable law.


Executed as of the day and year first above written.

GRANTORS:

BOARD OF CURRY COUNTY COMMISSIONERS


Terry C. Hanscam, Chairman

DATE: 3/8/93


Peg Reagan, Vice-Chair

DATE: 3/8/93


Rocky McVay, Commissioner

DATE: 3/8/93

CITY OF PORT ORFORD

Delaine Kennedy, Mayor

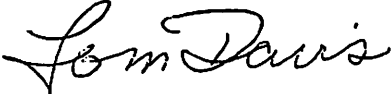
DATE:

CITY OF GOLD BEACH

Marlyn Schafer, Mayor

DATE:

CITY OF BROOKINGS


Tom Davis, Mayor

DATE:

APPROVED AS TO FORM:

M. Gerard Herbage
M. Gerard Herbage
Curry County Counsel

TRUSTEE:

FIRST INTERSTATE BANK OF OREGON, NA

C. Plouf
BY Its Trust Officer
Date 5/5/93

DEQ

Ryden R. Taylor
By Its Admin. / ALSD
Date 4/19/93



MEMORANDUM

TO: Gerry Herbage, County Counsel
FROM: Geoffrey Buchheim, Accounting Manager
DATE: March 1, 2002
RE: Port Orford Landfill Closure financial assurance

Gerry,

After examining past and current information and preparing possible future liability calculations, the current rate of \$1.53 per ton is adequate to fund the post closure liabilities of the Port Orford landfill.

Attached is a cash flow projection for the next 21 years to the year 2022. State law & regulations require the County to place a final cover on its landfill sites when the landfill stops accepting waste, and to perform certain maintenance and monitoring functions at these sites for 30 years after the closure. As I understand it, the final year of monitoring for the Port Orford landfill will be 2022. The following are some notes about the future cash flow projections.

1. The beginning balance amount is the market value of the trust as of December 31, 2001. This amount was taken from the Wells Fargo account summary for the period of January 1, 2001 through December 31, 2001.
2. Annual deposits are the amounts deposited during the year. The current procedure is the tons of waste multiplied by the rate of \$1.53. From past information, there has been an average .1% increase in waste tonnage. I have put that .1% increase in the annual deposits.
3. Reimbursements in arrears is the outstanding balance due to Curry County for costs of monitoring and maintenance. In the past, there have not been adequate funds to cover reimbursement of all the County's costs, therefore payments have been made as balance in the trust grows. Since the current balance is \$62,518.98, the County should be reimbursed the full amount due.
4. The costs consist of testing and reporting services with an inflationary increase of 4% each year. There is also a \$2,000 contingency built in to cover any unexpected repairs or maintenance.

The cash flow projection has an ending balance of over \$6,000, which can be reimbursed to CTR customers. I find that the current rate of \$1.53 per ton is adequate. Since there is projected ending balance of over \$6,000, I recommend that this rate be evaluated on a periodic basis, as more information is known, to determine if it should be lowered.

PROJECTED CASH FLOWS FOR PORT ORFORD LANDFILL - POST CLOSURE TRUST

YEAR

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Beginning Balance	62,518.98	27,644.61	34,120.37	40,025.58	45,329.80	50,001.34	54,007.19	57,312.92	59,882.69	61,679.15	62,663.39	62,794.89
Annual Deposits:												
Surcharge (waste tons*rate)	22,185.00	22,207.19	22,229.39	22,251.62	22,273.87	22,296.15	22,318.44	22,340.76	22,363.10	22,385.47	22,407.85	22,430.26
Interest earned	1,524.91	744.62	873.49	989.24	1,091.19	1,178.61	1,250.75	1,306.83	1,346.04	1,367.52	1,370.39	1,353.72
Reimbursements in arrears	(42,230.87)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual Disbursements:												
Costs	(15,390.00)	(16,005.60)	(16,645.82)	(17,311.66)	(18,004.12)	(18,724.29)	(19,473.26)	(20,252.19)	(21,062.28)	(21,904.77)	(22,780.96)	(23,692.20)
Trustee fee	(963.41)	(470.44)	(551.85)	(624.99)	(689.39)	(744.62)	(790.20)	(825.63)	(850.40)	(863.97)	(865.79)	(855.26)
Ending Balance	27,644.61	34,120.37	40,025.58	45,329.80	50,001.34	54,007.19	57,312.92	59,882.69	61,679.15	62,663.39	62,794.89	62,031.41

*Reimbursements in arrears:

80,687.21	Costs billed for reimbursement on 6/4/1996 from Curry County
<u>(39,000.00)</u>	Payment for 6/4/1996 billing
41,687.21	Outstanding balance owed Curry County as of 6/12/1996 per Trustee
80,141.05	Costs billed for reimbursement on 8/30/2000 from Curry County
<u>(90,867.94)</u>	Payment for 6/4/1996 & 8/30/2000 billing
30,960.32	Outstanding balance owed Curry County as of 8/30/2000 per Trustee
<u>11,270.55</u>	Costs to be billed to Trust for reimbursement for 2000-2001 fiscal year
42,230.87	

Costs consist of:

Testing & reporting svcs	13,390.00	Costs increased by 4% inflationary index per year
Contingency	<u>2,000.00</u>	
	15,390.00	

	2014	2015	2016	2017	2018	2019	2020	2021	2022
Beginning Balance	62,031.41	60,329.00	57,641.86	53,922.28	49,120.59	43,185.07	36,061.84	27,694.81	18,025.58
Annual Deposits:									
Surcharge (waste tons*rate)	22,452.69	22,475.14	22,497.62	22,520.11	22,542.63	22,565.18	22,587.74	22,610.33	22,632.94
Interest earned	1,316.57	1,257.93	1,176.76	1,071.97	942.44	786.99	604.39	393.38	152.62
Reimbursements in arrears	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Annual Disbursements:									
Costs	(24,639.89)	(25,625.48)	(26,650.50)	(27,716.52)	(28,825.18)	(29,978.19)	(31,177.32)	(32,424.41)	(33,721.39)
Trustee fee	(831.79)	(794.74)	(743.45)	(677.25)	(595.41)	(497.20)	(381.84)	(248.53)	(96.42)
Ending Balance	60,329.00	57,641.86	53,922.28	49,120.59	43,185.07	36,061.84	27,694.81	18,025.58	6,993.33



Staff Report

To: Mayor Hagborn & City Councilors
From: Leroy Blodgett, City Manager
Date: June 20, 2002
Re: Downtown Parking

BACKGROUND

Ordinance 157 provides for City Council to establish parking regulation on public streets by resolution. Currently on-street parking on Chetco Avenue is restricted to one-hour. During the public meetings for the Downtown Master Plan it was pointed out that one-hour parking is not sufficient time for customers to shop and or spend time downtown. On the other hand, a few businesses like the one-hour limited time parking. Recently we have had requests from business owners to extend the time limit to two hours.

To allow more time for public input on this subject we have not included a resolution, at this time, to change the parking limit. Staff feels that once more off-street parking is available there should be no longer be concern by those wanting the one-hour parking to remain. Construction of the new downtown parking should be completed within the next few months. Design, lease agreement negotiations and ODOT permits have caused some delay, but all should be resolved soon.

STAFF RECOMMENDATION

Direct staff to prepare a resolution, for consideration at the next regular City Council meeting, to change the parking restriction on Chetco Avenue to two-hours.

Staff Report



To: Mayor Hagbom & City Council
Through: Leroy Blodgett, City Manager
From: Paul Hughes, Finance Director
Date: June 18, 2002
Re: Refinance of Police Cars Lease

BACKGROUND

The City of Brookings currently has a 36 month, 6% lease through US Bank for four Police patrol vehicles. Chetco Federal Credit Union has offered to refinance the remaining 12 months of the lease at a rate of 2%. This will result in a savings of approximately \$250 over the remaining year and give the City the opportunity to do business locally.

RECOMMENDATION

Staff recommends City Council approve the refinance and to allow Mayor Hagbom execute the loan documents.

LOAN TRANSACTION / ADVANCE VOUCHER

LOAN CONDITIONS			LINE OF CREDIT IS APPROVED FOR:
<input type="checkbox"/> EXTENDED PAYMENT <input type="checkbox"/> VSI PLACED <input type="checkbox"/> INTEREST ONLY	<input type="checkbox"/> ADJUSTMENT TO THE PERIODIC RATE AND ANNUAL PERCENTAGE RATE <input type="checkbox"/> PAYMENT DUE DATE ADJUSTMENT <input type="checkbox"/> INTEREST QUARTERLY LOAN	<input type="checkbox"/> CHANGE IN MONTHLY PAYMENT <input type="checkbox"/> CHANGE OF COLLATERAL <input type="checkbox"/> CHANGE IN INSURANCE	<input type="checkbox"/> PERSONAL LINE OF CREDIT* <input type="checkbox"/> PREMIUM LINE OF CREDIT** <input type="checkbox"/> REAL ESTATE LINE OF CREDIT***
			\$.00

AMOUNT OF ADVANCE \$38,034.12	<input type="checkbox"/> VARIABLE RATE <input checked="" type="checkbox"/> FIXED RATE	AUTOMATIC TRANSFER FROM: <input type="checkbox"/> SHARE DRAFT <input type="checkbox"/> SHARES	<input type="checkbox"/> PAYROLL DEDUCTION <input checked="" type="checkbox"/> CASH PAYMENT
PURPOSE BUYOUT FOR LEASE			
DESCRIBE PAYOFF OR ADD ON			
ADDITIONAL FINANCE CHARGES	LOAN FEE \$.00	TITLE INS.	APPRAISAL
		RECORDING	DMV FEES
			TOTAL \$120.00
LINE OF CREDIT AVAILABLE \$.00	NEW LOAN BALANCE \$38,034.12	PAYMENT \$3,204.01	NEXT PAYMENT DUE MONTHLY 07/26/2002
THE PERIODIC RATE TODAY IS 0.0054% PERCENT PER DAY WHICH EQUALS AN ANNUAL PERCENTAGE RATE OF 2.0000%			

CREDIT INSURANCE IS OPTIONAL AND VOLUNTARY AND NOT A CONDITION FOR OBTAINING A LOAN.

CREDIT LIFE INSURANCE? ... YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	JOINT LIFE INSURANCE? ... YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CREDIT DISABILITY INSURANCE IN EFFECT? ... YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
---	--	---

Single Credit Life Insurance for Primary Borrower Only: (\$50,000 Max. per loan(s)): \$1.07 per \$1,000 outstanding balance of insured Loans

Joint Credit Life Insurance for Primary Borrower and Co-Applicant: \$1.07 per \$1,000 outstanding balance of insured Loans

Credit Disability Insurance Primary Borrower Only: (\$600 maximum monthly payment per loan): \$1.89 per \$1,000 outstanding balance of insured Loans

THE COST OF INSURANCE WILL BE COMPUTED AND CHARGED TO MY ACCOUNT MONTHLY AND WILL APPEAR ON MY PERIODIC STATEMENT.

SECURITY AGREEMENT

IN ACCORDANCE WITH THE TERMS AND CONDITIONS DISCLOSED ON THE REVERSE SIDE

SHARES IN THE AMOUNT OF _____	ACCT. NO. _____	CERTIFICATE IN THE AMOUNT OF _____
--------------------------------------	------------------------	---

(In addition to amounts previously pledged, OTHER COLLATERAL AS DESCRIBED BELOW: ** Additional Collateral

YEAR	MAKE	MODEL	I.D. NO.	LICENSE NO.
2000	FORD	SEDAN	2FAFP71W0YX170296	
2000	FORD	SEDAN	2FAFP71W0YX170296	
2000	FORD	SEDAN	2FAFP71W01YX171291	

CHECKS MADE PAYABLE IN PROCESS OF LOAN			
AMOUNT	PAYABLE TO	AMT.	PAYABLE TO
AMOUNT	PAYABLE TO	AMT.	PAYABLE TO
AMOUNT	PAYABLE TO	AMT.	PAYABLE TO
AMOUNT	PAYABLE TO	AMT.	PAYABLE TO
AMOUNT	PAYABLE TO	PROCEEDS DEPOSITED TO:	
AMOUNT	PAYABLE TO	ACC-#	AMOUNT
AMOUNT	PAYABLE TO	ACC-#	AMOUNT

I authorized a withdrawal from my Share Account # _____ of _____ to be included with the loan check to complete the requested transaction.

COMMENTS: ** 2000 Ford Sedan ID # 2FAFP71W5YX170293	<input type="checkbox"/> OWNER OF COLLATERAL X _____ <input type="checkbox"/> OWNER OF COLLATERAL OTHER THAN APPLICANT X _____
---	---

☐ THIS ADVANCE IS SECURED SOLELY BY A DEED OF TRUST ON MY REAL ESTATE OR DWELLING.

MEMBER CITY OF BROOKINGS ADDRESS 898 ELK DRIVE BROOKINGS OR 97415	DATE _____
	ACCT. NO. 44911- 01
Chetco FEDERAL CREDIT UNION	
P.O. BOX 3000J HARBOR, OR 97415 503-469-7700	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS.
 ..* SEE REVERSE SIDE FOR MINIMUM MONTHLY PAYMENT SCHEDULE.

CITY OF BROOKINGS
COMMON COUNCIL MEETING
Brookings City Hall Council Chambers
898 Elk Drive, Brookings, Oregon
June 10, 2002 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 the Emblem Club

III. ROLL CALL

Council Present: Mayor Bob Hagbom, Councilors: Lorraine Kuhn, Rick Dentino, Larry Curry, Frances Johns Kern, a quorum present

Council Absent: Ex Officio Councilor Noël Connelly

Staff Present: City Manager Leroy Blodgett, Finance Director Paul Hughes, Summer Recreation Program Coordinator Pam Callaway, Detective Barbara Palicki, Administrative Secretary Linda Barker

Media Present: Curry Coastal Pilot Reporter Brian Bullock

Others: Les Cohen, B-H Chamber of Commerce; Pete Smart, CTR; approximately 10 other citizens including 8 Emblem Club members

IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS

A. Ceremonies
None

B. Appointments

1. Chetco Watershed Council/South Coast Watershed Council
Mayor Hagbom announced Councilor Curry was appointed to the Chetco Watershed Council and the South Coast Watershed Council. City Manager Blodgett was appointed as alternate delegate.

Councilor Johns Kern moved, it was seconded and the Council voted unanimously to appoint Councilor Curry as delegate, and City Manager Blodgett as alternate delegate, to the Chetco Watershed Council and South Coast Watershed Council.

2. Mayor Hagbom announced Councilor Johns became Frances Johns Kern with her recent marriage to Don Kern. A round of applause followed.

C. Announcements

1. Mayor Hagbom introduced Pam Callaway, new Summer Recreation Program Coordinator. City Manager Blodgett added the Summer Recreation Program almost fell apart last year and the City considered not having the program this year. Pam stepped forward this spring and volunteered to be program coordinator and the results have been the best program since he has been City Manager. He said the program money has been well spent and thanked Callaway. She had pictures of various events held so far this summer.
2. Proclamations
 - a. Supreme Americanism Week-June 9-15, 2002/Brookings Emblem Club
Mayor Hagbom presented the Emblem Club delegation with a proclamation proclaiming June 9-15, 2002, Supreme Emblem Club Americanism Week. The delegation sang *God Bless America*. Mayor Hagbom announced Shirley Ardagna would be installed as Emblem Club state president next week in Ontario. The local group took first in their district in the ritual contest and is looking forward to the state competition next week.
 - b. Safety City –A City Treasure
Mayor Hagbom presented a proclamation to McGruff, declaring Safety City a City Treasure. According to Detective Barbara Palicki, McGruff's handler, June 10, 2002, was the first day of Safety City's fifth year. There are only 5 openings left in the program this year, which is open to five-year olds. The program is funded by donations from city businesses and residents. Dan Palicki started and made this program go. This year the program acquired a new fleet of tricycles as the past four years had taken its toil on the original fleet. She invited all to stop by Kalmiopsis School playground and view the program. She also welcomed anyone who wanted to volunteer from 9:00 to 11:15 a.m. five days a week during June and July. There is no charge for the children enrolled in the program.
3. Yard of the Month/Most Improved Property of the Month for June
Mayor Hagbom announced the Yard of Month Award went to Carlo and Joyce Ferrando at 17250 Garvin Court. Tony and Judy Benson garnered honors for Most Improved Property for the work they have done to 1007 Seventh Street.
4. City Manager Blodgett announced the passing of Hojee von Silberwiese, a six-year veteran of the Police Department's K-9 force. Hojee has been credited for his assistance in apprehending felons both in Oregon and California and he was one of the first dogs allowed inside the walls of Pelican Bay State Prison to assist in numerous situations. Hojee's handler was Chief Chris Wallace. Hojee will be cremated and it was suggested his ashes be placed in the City Hall Courtyard with acknowledgements of other K-9

Officers who have also passed. Detective Palicki said this is a most beautiful idea.

5.

Councilor Dentino moved, it was seconded, and the Council voted unanimously to establish, build and dedicate a memorial for police dogs in the City Hall Courtyard.

V. PUBLIC HEARING

A. 2002/2003 Budget Year

Mayor Hagbom opened the public hearing on the 2002/2003 Budget Year at 7:22 p.m. Finance Director Hughes gave his staff report. The Budget Committee approved the draft budget on April 24. State law requires a public hearing to take public testimony. The draft budget was published as required by state law. Hughes mentioned two changes on the draft budget. One pertained to the Police Department fund, the addition of a school resource officer. School District 17-C is providing funds for this officer, producing an increase in personal services and an offsetting increase in general revenue, other funds.

The second change was to the Street Fund, due to notification from the state as to a decrease of \$11,000 in state highway revenue. This decrease was absorbed in the larger-than-expected cash carryover, again with no bottom line effect on the budget.

No one from the public testified.

B. Proposed uses of State Revenue Sharing Funds

Finance Director Hughes reported that state law requires two public hearings on the use of state revenue sharing funds. The first hearing was held before the Budget Committee on April 24 to discuss possible uses of the funds. The anticipated revenue is \$25,000, based on a percentage of the state liquor tax. The funds are budgeted entirely in the general fund and not specified for any particular use.

No one from the public testified.

The Public Hearing closed at 7:37 p.m.

VI. SCHEDULED PUBLIC APPEARANCES

A. Community Pride Month Tallies from Curry Transfer and Recycling

General Manager Pete Smart reported they held a drive to collect yard waste and receive metal debris in the spring of this year. From the Brookings area drive, ten truckloads of yard waste and three truckloads of metal waste (approximately 125 yards each) were recovered which was down from the previous year. CTR is trying to have the program twice a year, beginning the next collection the second week of September. In answer to a question from the audience, Smart said only all metal things are disposable in the program, therefore computers do not qualify.

VII. ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE

A. Committee and Liaison reports

1. Chamber of Commerce-

Executive Director Les Cohen reported the Azalea Festival hosted larger crowds than in the past and the parade was particularly well received. Most advertising this year was focused outside the area, in the Rogue Valley and northern California area.

The Chamber is pursuing regional advertising with the American Wild Rivers Coast promotion. Cohen showed the recent issue of the Southern Oregon Visitors Guide. Three hundred fifty thousand copies of this have been distributed around the state and country. The back page is an ad for the Wild Rivers Coast, featuring a picture of Mayor Hagbom fishing. Also hot off the press is the official Oregon Travel Guide with a full-page advertisement for the Brookings-Harbor area.

He reported on the Wild Rivers Coast consortium. The working group met June 5 and has a meeting planned for June 19. The full consortium will meet in August.

Sunday June 9 was the first American Music Festival concert for the season. Cohen reported it was the best kick-off concert so far in terms of the number of people who turned out. The next concert will be June 23, featuring Barbershop and Sweet Adeline music from the Rogue Valley.

He concluded his report noting the Chamber's Awards Banquet will be held Saturday, June 15, in conjunction with graduation ceremonies for Leadership 2002. This is the fifth class of Leadership Brookings-Harbor. Applications are being accepted for 2003.

6. Council Liaisons

Councilor Kuhn reported she had attended the June Planning Commission meeting where a size increase for a Parkview Drive Alzheimer's facilities was approved, as well as approval being given to place a fueling station in the Fred Meyers parking lot.

Councilor Johns Kern attended the May Parks and Recreation Commission meeting; an urban renewal workshop; and the Skatepark dedication.

Councilor Curry attended the Community agencies meeting, June 5, where twelve agencies were represented

Councilor Dentino traveled to Salem for the League of Oregon Cities general government meeting. He also attended the Pelican Bay Telecommunication meeting; the Skatepark dedication; the urban renewal workshop and worked at the AMF concert.

- C. **Unscheduled**
Shawna Lee Numly, PO Box 1276, Brookings, a SWOCC college students doing a speech project, announced the Pelican Players are presenting *My Fair Lady* through the beginning of July. She said Relay for Life has been very active with both the Pelican Players and speech class forming teams. The American Cancer Society sponsored fundraiser will be July 12 and 13 at the Brookings-Harbor High School football field.

VIII. STAFF REPORTS

- B. **City Manager**
City Manager Blodgett reported staff is working on the final pieces of the Urban Growth Boundary with finalization targeted for in the next couple of weeks. U. S. Borax has submitted a Planning Commission application for annexation. Staff is reviewing it at this time before it is heard at the July 2 Planning Commission meeting.
He also said his office staff has changed. Sharon Ridens has moved to Sutherlin and Linda Barker has assumed the secretarial duties.

IX. CONSENT CALENDAR

- A. Approval of Council Meeting Minutes
1. Minutes of May 13, 2002, Regular Council meeting
B. Acceptance of Parks and Recreation Commission Minutes
1. Minutes of April 25, 2002, regular Commission meeting
C. Acceptance of Planning Commission Minutes
1. Minutes of May 7, 2002, Regular Commission meeting
D. Right to possess and consume alcoholic beverages on City property—Azalea Park—Rotary Picnic, June 29, 2002, applicant Brookings-Harbor Rotary Club.
E. Approval of liquor license request for The Pizza Place, Monte and Colleen Harrison, applicants.

Councilor Dentino moved, a second followed, and the Council voted to approve the consent calendar with changes to the May 13, 2002, City Council minutes. Councilors Curry and Johns Kern abstained as they were not present at the May 13 meeting.

X. ORDINANCES/RESOLUTIONS/FINAL ORDERS

- A. **Ordinances**
No. 02-O-547, in the matter of an ordinance declaring that blighted areas exist within the City of Brookings, recognizing the need for an Urban Renewal Agency to function in the City of Brookings and providing for the exercise of the Agency's powers by the City Council of the City of Brookings-Second reading.

City Manager Blodgett read the ordinance in its entirety, its second reading before the Council as required by state law to give the public opportunity to comment.

Councilor Dentino moved, it was seconded, and the Council voted unanimously to approve Ordinance No. 02-O-547 in its entirety.

B. Resolutions

No. 02-R-702, in the matter of a resolution declaring the city's election to receive state revenues for fiscal year 2002/2003.

City Manager Blodgett read the resolution, which had been prepared by the Finance Director and City Attorney. He reported that staff was recommending approval of the resolution whereby the city elects to receive state revenues for the fiscal year 2002-2003.

Councilor Kuhn moved, it was seconded and the Council voted unanimously to approve Resolution No. 02-R-702.

C. Final Orders

1. Final ORDER and Findings of Fact for Planning Commission File No. CZ-1-02, an ORDER denying an application for a zone change from R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size) to R-1-10 (Single Family Residential, 10,000 sq. ft. minimum lot size) on the area bounded by Shigh Creek on the north, Highway 101 on the east, Harris Beach State Park on the south, and the Pacific Ocean on the west, know as the Dawson Tract.

City Manager Blodgett reminded the Council that this public hearing was held May 13. The Council voted for denial of the zone change with the Final ORDER and Findings of Fact to be prepared by the Planning Director for consideration at this meeting.

Councilor Kuhn moved, it was seconded, and the Council voted unanimously to approve the Final Order and Findings of Fact for Planning Commission File No. CZ-1-02.

2. Final ORDER and Findings of Fact for Planning Commission File No. APP-2-02, an order denying an appeal of the Planning Commission's approval of a subdivision creating 10 lots located in the southeast corner of the north/south and the east/west alignment of Dawson Rd. File No. SUB-2-02; Assessor's Map 40-14-36BB, Tax Lot 5000; zoned R-1-6 (Single Family Residential, 6,000 sq. ft. minimum lot size).

City Manager Blodgett reported that this public hearing was held May 13. The Council voted for denial of the appeal to a Planning Commission decision on File SUB-2-02, with the Final ORDER and Findings of Fact to be prepared by the Planning Director for consideration at this meeting.

Councilor Dentino moved, it was seconded, and the Council voted unanimously to approve the FINAL Order and Findings of Fact for Planning Commission File No. APP-2-02.

XI. REMARKS FROM MAYOR AND COUNCILORS

A. Council

B. Mayor

There were no additional remarks from the Mayor or Council.

XII. ADJOURNMENT

By unanimous decision, the Council adjourned at 7:57 p.m.

Respectfully submitted:

Bob Hagbom
Mayor

ATTEST by City Recorder this _____ day of June 2002.

Paul Hughes
Financial Director/City Recorder

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/02	05/02/2002	43495	167	American Sigma	10-00-2005	174.15
05/02	05/02/2002	43496	1760	Atkins Custom Embroidery	10-00-2005	390.05
05/02	05/02/2002	43497	138	Becco, Inc	10-00-2005	73.80
05/02	05/02/2002	43498	148	B-H Chamber of Commerce	10-00-2005	2,554.19
05/02	05/02/2002	43499	528	Caselle, Inc	10-00-2005	1,607.00
05/02	05/02/2002	43500	1763	Catharine Lathrop	10-00-2005	43.21
05/02	05/02/2002	43501	820	CMI Business Systems	10-00-2005	244.44
05/02	05/02/2002	43502	183	Colvin Oil Company	10-00-2005	210.98
05/02	05/02/2002	43503	182	Coos-Curry Electric	10-00-2005	648.05
05/02	05/02/2002	43504	337	Curry County Health Dept	10-00-2005	70.00
05/02	05/02/2002	43505	1531	David Fom Builder	10-00-2005	4,672.19
05/02	05/02/2002	43506	1767	David Graham	10-00-2005	23.90
05/02	05/02/2002	43507	1761	David Russell	10-00-2005	9.74
05/02	05/02/2002	43508	316	Donald & Roberta Chandler	10-00-2005	548.00
05/02	05/02/2002	43509	261	Engineered Control Products	10-00-2005	99.93
05/02	05/02/2002	43510	113	Fred Meyer	10-00-2005	211.45
05/02	05/02/2002	43511	1655	Gorski/Bruce Bros	10-00-2005	45.00
05/02	05/02/2002	43512	1770	Heinz Wissen	10-00-2005	1.76
05/02	05/02/2002	43513	1764	Holbrook	10-00-2005	35.68
05/02	05/02/2002	43514	1766	Jill Eiler	10-00-2005	48.46
05/02	05/02/2002	43515	1771	Judith M Kelly	10-00-2005	41.33
05/02	05/02/2002	43516	1505	Kessler/Murphy	10-00-2005	43.63
05/02	05/02/2002	43517	1015	Leroy Blodgett	10-00-2005	303.43
05/02	05/02/2002	43518	1772	Luella Holmes	10-00-2005	15.75
05/02	05/02/2002	43519	155	Mory's	10-00-2005	165.34
05/02	05/02/2002	43520		Information Only Check	10-00-2005	.00 V
05/02	05/02/2002	43521	424	Munnet & Sherrill	10-00-2005	1,459.55
05/02	05/02/2002	43522	252	Paramount Pest Control	10-00-2005	35.00
05/02	05/02/2002	43523	1762	Philippine Tirion	10-00-2005	3.25
05/02	05/02/2002	43524	322	Postmaster	10-00-2005	520.00
05/02	05/02/2002	43525		Information Only Check	10-00-2005	.00 V
05/02	05/02/2002	43526	1193	PRN Data Services, Inc	10-00-2005	5,215.00
05/02	05/02/2002	43527	187	Quality Fast Lube & Oil	10-00-2005	27.00
05/02	05/02/2002	43528	1574	R & L Signs	10-00-2005	100.00
05/02	05/02/2002	43529	1741	RBF Consulting	10-00-2005	16,651.27
05/02	05/02/2002	43530	214	Regence Life & Health Ins	10-00-2005	227.90
05/02	05/02/2002	43531	199	Richard Harper	10-00-2005	300.00
05/02	05/02/2002	43532	1765	Robin Marrington	10-00-2005	27.40
05/02	05/02/2002	43533	1751	S & K Dollar Store	10-00-2005	26.00
05/02	05/02/2002	43534	1248	Skip & Becky Watwood	10-00-2005	27.43
05/02	05/02/2002	43535	618	SL Custom Cards	10-00-2005	230.00
05/02	05/02/2002	43536	142	Tidewater Contractors Inc	10-00-2005	322.56
05/02	05/02/2002	43537	680	TMT Pathway	10-00-2005	2,530.31
05/02	05/02/2002	43538	821	Toshiba America Info Systems	10-00-2005	310.00
05/02	05/02/2002	43539	295	Tsunami Computer Service	10-00-2005	19.95
05/02	05/02/2002	43540		Information Only Check	10-00-2005	.00 V
05/02	05/02/2002	43541	136	United Pipe & Supply Co Inc	10-00-2005	1,762.85
05/02	05/10/2002	43542	1550	Academic & Scientific Supply	10-00-2005	142.05
05/02	05/10/2002	43543	167	American Sigma	10-00-2005	226.00
05/02	05/10/2002	43544	303	Associated Bag Company	10-00-2005	106.30
05/02	05/10/2002	43545	687	Ben-Ko-Matic Brush Company	10-00-2005	462.00
05/02	05/10/2002	43546	110	Brookings Auto Parts	10-00-2005	193.96
05/02	05/10/2002	43547	251	Brookings Sports Unlimited	10-00-2005	41.73
05/02	05/10/2002	43548	313	Brookings Vol Firefighters	10-00-2005	2,083.33
05/02	05/10/2002	43549	149	Carpenter Auto Center	10-00-2005	92.84
05/02	05/10/2002	43550	193	Central Equipment Co, Inc	10-00-2005	85.66
05/02	05/10/2002	43551	178	Chetco Pharmacy & Gift	10-00-2005	5.23

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/02	05/10/2002	43552	822	Coast Auto Center	10-00-2005	1,069.36
05/02	05/10/2002	43553	1745	Coastal Paper & Supply, Inc	10-00-2005	127.34
05/02	05/10/2002	43554	183	Colvin Oil Company	10-00-2005	1,282.72
05/02	05/10/2002	43555	1776	Community Planning Workshop	10-00-2005	6,000.00
05/02	05/10/2002	43556	182	Coos-Curry Electric	10-00-2005	11,534.94
05/02	05/10/2002	43557	169	CTR - Roto Rooter	10-00-2005	125.00
05/02	05/10/2002	43558	151	Curry Coastal Pilot	10-00-2005	1,078.55
05/02	05/10/2002	43559	1357	Curry County Clerk	10-00-2005	5.00
05/02	05/10/2002	43560		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43561		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43562		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43563		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43564	166	Dan's Auto & Marine Electric	10-00-2005	906.93
05/02	05/10/2002	43565	259	Da-Tone Rock Products	10-00-2005	352.12
05/02	05/10/2002	43566	284	Day-Wireless Systems	10-00-2005	77.50
05/02	05/10/2002	43567	185	Del Cur Supply	10-00-2005	61.10
05/02	05/10/2002	43568	1773	Dennis & LouAnn Bragg	10-00-2005	12.16
05/02	05/10/2002	43569	937	Dennis Tippetts	10-00-2005	43.39
05/02	05/10/2002	43570	196	DHR Child Support Unit	10-00-2005	203.08
05/02	05/10/2002	43571	250	DHR Child Support Unit	10-00-2005	278.31
05/02	05/10/2002	43572	1747	Dirksen Oil	10-00-2005	518.50
05/02	05/10/2002	43573	152	FedEx	10-00-2005	14.14
05/02	05/10/2002	43574	153	Ferrellgas	10-00-2005	268.45
05/02	05/10/2002	43575	113	Fred Meyer	10-00-2005	118.80
05/02	05/10/2002	43576	1346	Gail's Graphics	10-00-2005	357.50
05/02	05/10/2002	43577	119	Gall's Inc	10-00-2005	1,029.98
05/02	05/10/2002	43578	139	Harbor Logging Supply	10-00-2005	141.36
05/02	05/10/2002	43579	186	Hennick's Hardware	10-00-2005	99.95
05/02	05/10/2002	43580	114	HPS Electrical Apparatus	10-00-2005	1,090.00
05/02	05/10/2002	43581	1699	Imagistics	10-00-2005	150.00
05/02	05/10/2002	43582	1038	Julie Watson	10-00-2005	180.00
05/02	05/10/2002	43583		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43584		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43585		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43586		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43587		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43588		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43589		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43590		Information Only Check	10-00-2005	.00 V
05/02	05/10/2002	43591	162	Kerr Hardware	10-00-2005	1,316.98
05/02	05/10/2002	43592	386	Lab Safety Supply Inc	10-00-2005	73.30
05/02	05/10/2002	43593	448	Leo Lightle	10-00-2005	112.55
05/02	05/10/2002	43594	911	Nancy Corrigan	10-00-2005	24.31
05/02	05/10/2002	43595	344	Neely's Machine & Fabrication	10-00-2005	454.89
05/02	05/10/2002	43596	685	Neilson Research Corporation	10-00-2005	55.00
05/02	05/10/2002	43597	884	NRA Sales Office	10-00-2005	166.00
05/02	05/10/2002	43598	910	OR Department of Justice	10-00-2005	115.38
05/02	05/10/2002	43599	1132	OR Department of Justice	10-00-2005	391.62
05/02	05/10/2002	43600	1464	OR Department of Justice	10-00-2005	266.77
05/02	05/10/2002	43601	1742	OR Department of Justice	10-00-2005	143.27
05/02	05/10/2002	43602	144	OR Teamster Employers Trust	10-00-2005	7,755.44
05/02	05/10/2002	43603	189	OR Teamster Employers Trust	10-00-2005	16,618.80
05/02	05/10/2002	43604	695	P & S Construction	10-00-2005	1,605.00
05/02	05/10/2002	43605	1768	Performance Power Concepts	10-00-2005	110.00
05/02	05/10/2002	43606	205	PERS Retirement	10-00-2005	10,158.54
05/02	05/10/2002	43607	1700	Phil's Auto Recycling	10-00-2005	70.00
05/02	05/10/2002	43608	1029	Purchase Power	10-00-2005	1,589.67

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/02	05/10/2002	43609	207	Quill Corporation	10-00-2005	24.71
05/02	05/10/2002	43610	181	Ramcell of Oregon	10-00-2005	91.40
05/02	05/10/2002	43611	180	Ray's Food Place	10-00-2005	72.54
05/02	05/10/2002	43612	1774	Robert & Carolyn Brown	10-00-2005	51.63
05/02	05/10/2002	43613	1516	Ron Bodman	10-00-2005	71.09
05/02	05/13/2002	43614	761	VOID - Soroptimist International	10-00-2005	.00 M
05/02	05/10/2002	43615	213	Teamsters Local Union 223	10-00-2005	540.00
05/02	05/10/2002	43616	1566	Terry's Torch & Toolbox	10-00-2005	511.50
05/02	05/10/2002	43617	697	The Mallory Company	10-00-2005	175.47
05/02	05/10/2002	43618	142	Tidewater Contractors Inc	10-00-2005	868.98
05/02	05/10/2002	43619	179	Trew, Cyphers & Meynink	10-00-2005	3,281.50
05/02	05/10/2002	43620	161	United Communications Inc	10-00-2005	395.45
05/02	05/10/2002	43621	990	United Parcel Service	10-00-2005	27.49
05/02	05/10/2002	43622	136	United Pipe & Supply Co Inc	10-00-2005	1,527.14
05/02	05/10/2002	43623	268	US Filter Company	10-00-2005	438.36
05/02	05/10/2002	43624	991	Verizon Northwest	10-00-2005	1,518.33
05/02	05/10/2002	43625	157	Viking Office Products	10-00-2005	241.03
05/02	05/10/2002	43626	631	Windjammer	10-00-2005	415.98
05/02	05/10/2002	43627	269	WW Grainger	10-00-2005	520.98
05/02	05/20/2002	43628	1803	Emergency One, Inc	10-00-2005	175,000.00
05/02	05/24/2002	43629	1782	Alfred M Morain	10-00-2005	40.41
05/02	05/24/2002	43630	1799	American Legion	10-00-2005	500.00
05/02	05/24/2002	43631	150	Any Time Coffee Service	10-00-2005	49.80
05/02	05/24/2002	43632	190	Bankcard Center	10-00-2005	214.50
05/02	05/24/2002	43633	146	Bay West Supply, Inc	10-00-2005	177.92
05/02	05/24/2002	43634	1780	Ben Groesbeck	10-00-2005	45.00
05/02	05/24/2002	43635	354	Bill Pratt	10-00-2005	30.78
05/02	05/24/2002	43636	200	Bob Hagbom	10-00-2005	342.08
05/02	05/24/2002	43637	546	Booth & Collinson	10-00-2005	50.00
05/02	05/24/2002	43638	416	Brookings Lock & Safe Co	10-00-2005	90.56
05/02	05/24/2002	43639	1373	Cascade Fire Equipment	10-00-2005	136.30
05/02	05/24/2002	43640	1794	Charles Carey	10-00-2005	38.08
05/02	05/24/2002	43641	1745	Coastal Paper & Supply, Inc	10-00-2005	48.98
05/02	05/24/2002	43642	183	Colvin Oil Company	10-00-2005	2,471.37
05/02	05/24/2002	43643	803	Commercial Landscape Supply	10-00-2005	136.36
05/02	05/24/2002	43644	1735	Conway Associates	10-00-2005	550.00
05/02	05/24/2002	43645	182	Coos-Curry Electric	10-00-2005	14,976.51
05/02	05/24/2002	43646	169	CTR - Roto Rooter	10-00-2005	71.20
05/02	05/24/2002	43647	497	Curry County Computer Services	10-00-2005	50.00
05/02	05/24/2002	43648	195	Curry Transfer & Recycling	10-00-2005	106.28
05/02	05/24/2002	43649	798	Dan Palicki	10-00-2005	149.95
05/02	05/24/2002	43650	284	Day-Wireless Systems	10-00-2005	886.50
05/02	05/24/2002	43651	958	Delaney's Bakery	10-00-2005	30.00
05/02	05/24/2002	43652	1790	Dennis & Carol Pekkole	10-00-2005	43.40
05/02	05/24/2002	43653	196	DHR Child Support Unit	10-00-2005	203.08
05/02	05/24/2002	43654	250	DHR Child Support Unit	10-00-2005	278.31
05/02	05/24/2002	43655	145	EBS Trust	10-00-2005	48.00
05/02	05/24/2002	43656	1777	Emerald Outdoor Living	10-00-2005	1,989.50
05/02	05/24/2002	43657	1786	Energy Sales	10-00-2005	53.02
05/02	05/24/2002	43658	1795	VOID - Ernest & Janet Perry	10-00-2005	.00
05/02	05/24/2002	43659	1783	Frank Hafemann	10-00-2005	51.59
05/02	05/24/2002	43660	1465	Global Equipment Company	10-00-2005	220.68
05/02	05/24/2002	43661	1655	Gorski/Bruce Bros	10-00-2005	43.09
05/02	05/24/2002	43662	198	Grants Pass Water Lab	10-00-2005	133.00
05/02	05/24/2002	43663	1779	GTE Communications Systems	10-00-2005	112.72
05/02	05/24/2002	43664	1789	Helen Reeves	10-00-2005	2.75
05/02	05/24/2002	43665	131	HGE, Inc	10-00-2005	16,401.43

M = Manual Check, V = Void Check

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/02	05/24/2002	43666	737	In The Line of Duty	10-00-2005	785.00
05/02	05/24/2002	43667	1797	Isidore Gallego	10-00-2005	11.87
05/02	05/24/2002	43668	350	John Zia	10-00-2005	985.00
05/02	05/24/2002	43669	1792	Ken & Jamie Caylor	10-00-2005	5.60
05/02	05/24/2002	43670	386	Lab Safety Supply Inc	10-00-2005	457.02
05/02	05/24/2002	43671	328	Les Schwab Tire Company	10-00-2005	174.95
05/02	05/24/2002	43672	681	Linda Barker	10-00-2005	50.00
05/02	05/24/2002	43673	1722	Luzier Hydrosiences	10-00-2005	7,639.42
05/02	05/24/2002	43674	1784	Maria Elena Young	10-00-2005	58.70
05/02	05/24/2002	43675	1791	McDonald's of Brookings	10-00-2005	22.01
05/02	05/24/2002	43676	279	One Call Concepts, Inc	10-00-2005	26.10
05/02	05/24/2002	43677	910	OR Department of Justice	10-00-2005	115.38
05/02	05/24/2002	43678	1132	OR Department of Justice	10-00-2005	391.62
05/02	05/24/2002	43679	1464	OR Department of Justice	10-00-2005	266.77
05/02	05/24/2002	43680	1742	OR Department of Justice	10-00-2005	143.27
05/02	05/24/2002	43681	375	OR Department of Revenue	10-00-2005	76.25
05/02	05/24/2002	43682	1793	Oregon's Finest	10-00-2005	67.69
05/02	05/24/2002	43683	1798	OVFA Conference	10-00-2005	1,140.00
05/02	05/24/2002	43684	1787	Pape' Machinery	10-00-2005	64.34
05/02	05/24/2002	43685	252	Paramount Pest Control	10-00-2005	35.00
05/02	05/24/2002	43686	311	Paramount Supply Company	10-00-2005	382.90
05/02	05/24/2002	43687	888	Paul's Floor Maintenance	10-00-2005	275.00
05/02	05/24/2002	43688	708	Pelican Bay Art Association	10-00-2005	100.00
05/02	05/24/2002	43689	205	PERS Retirement	10-00-2005	10,327.16
05/02	05/24/2002	43690	293	Petty Cash	10-00-2005	157.53
05/02	05/24/2002	43691	227	Pract & Prof Property Mgmt	10-00-2005	43.09
05/02	05/24/2002	43692	187	Quality Fast Lube & Oil	10-00-2005	59.00
05/02	05/24/2002	43693	207	Quill Corporation	10-00-2005	289.00
05/02	05/24/2002	43694	214	Regence Life & Health Ins	10-00-2005	243.80
05/02	05/24/2002	43695	1516	Ron Bodman	10-00-2005	42.44
05/02	05/24/2002	43696	267	SeaWestern Fire Apparatus	10-00-2005	3,333.20
05/02	05/24/2002	43697	208	Sharon Ridens	10-00-2005	5.44
05/02	05/24/2002	43698	618	SL Custom Cards	10-00-2005	460.00
05/02	05/24/2002	43699	1648	Tourangeau Nor Wes Corp	10-00-2005	932.92
05/02	05/24/2002	43700	978	U.S. Bank	10-00-2005	3,234.64
05/02	05/24/2002	43701	268	US Filter Company	10-00-2005	433.00
05/02	05/24/2002	43702	991	Verizon Northwest	10-00-2005	154.24
05/02	05/24/2002	43703	248	Vic Williams	10-00-2005	45.00
05/02	05/24/2002	43704	157	Viking Office Products	10-00-2005	195.38
05/02	05/24/2002	43705	212	White House Sales	10-00-2005	919.48
05/02	05/24/2002	43706	269	WW Grainger	10-00-2005	104.07
05/02	05/24/2002	43707	707	ZEP Manufacturing	10-00-2005	60.70
05/02	05/29/2002	43708	817	Auto Additons, Inc	10-00-2005	41.75
05/02	05/29/2002	43709	138	Becco, Inc	10-00-2005	31.90
05/02	05/29/2002	43710	1808	Becknell V Scott	10-00-2005	19.65
05/02	05/29/2002	43711	416	Brookings Lock & Safe Co	10-00-2005	39.00
05/02	05/29/2002	43712	1785	Cascade Control Corp	10-00-2005	101.26
05/02	05/29/2002	43713	1373	Cascade Fire Equipment	10-00-2005	264.96
05/02	05/29/2002	43714	820	CMI Business Systems	10-00-2005	690.54
05/02	05/29/2002	43715	586	Cole-Parmer Instrument Co	10-00-2005	246.88
05/02	05/29/2002	43716	183	Colvin Oil Company	10-00-2005	21.34
05/02	05/29/2002	43717	1801	Cop Shop Etc	10-00-2005	9.00
05/02	05/29/2002	43718	337	Curry County Health Dept	10-00-2005	15.00
05/02	05/29/2002	43719	284	Day-Wireless Systems	10-00-2005	107.00
05/02	05/29/2002	43720	316	Donald & Roberta Chandler	10-00-2005	548.00
05/02	05/29/2002	43721	1802	Element K Journals	10-00-2005	67.00
05/02	05/29/2002	43722	1795	Ernest & Janet Perry	10-00-2005	19.24

Per	Date	Check No	Vendor No	Payee	Check GL Acct	Amount
05/02	05/29/2002	43723	1778	Fluid Connector Products, Inc	10-00-2005	587.37
05/02	05/29/2002	43724	289	Gail Hedding	10-00-2005	50.00
05/02	05/29/2002	43725	913	Herbert Sanders	10-00-2005	15.03
05/02	05/29/2002	43726	1809	Jack A Hoffer	10-00-2005	41.00
05/02	05/29/2002	43727	1804	Kim Hot Start	10-00-2005	187.99
05/02	05/29/2002	43728	121	Lane County RIS	10-00-2005	870.00
05/02	05/29/2002	43729	1739	McCoys LawLine	10-00-2005	3,315.00
05/02	05/29/2002	43730	1796	Mike & Nancy Corrigan	10-00-2005	19.65
05/02	05/29/2002	43731	888	Paul's Floor Maintenance	10-00-2005	800.00
05/02	05/29/2002	43732	322	Postmaster	10-00-2005	2,020.00
05/02	05/29/2002	43733	187	Quality Fast Lube & Oil	10-00-2005	27.00
05/02	05/29/2002	43734	1741	RBF Consulting	10-00-2005	12,857.37
05/02	05/29/2002	43735	199	Richard Harper	10-00-2005	300.00
05/02	05/29/2002	43736	1807	Sheldon & Gro Lent	10-00-2005	25.34
05/02	05/29/2002	43737	770	Sonic Repair	10-00-2005	299.00
05/02	05/29/2002	43738	380	Stadelman Electric	10-00-2005	92.00
05/02	05/29/2002	43739	812	Strahm's Sealcoat	10-00-2005	2,182.15
05/02	05/29/2002	43740	1769	Suburban Propane	10-00-2005	75.16
05/02	05/29/2002	43741	697	The Mallory Company	10-00-2005	150.00
05/02	05/29/2002	43742	142	Tidewater Contractors Inc	10-00-2005	352.17
05/02	05/29/2002	43743	821	Toshiba America Info Systems	10-00-2005	310.00
05/02	05/29/2002	43744	295	Tsunami Computer Service	10-00-2005	19.95
05/02	05/29/2002	43745	268	US Filter Company	10-00-2005	681.55
05/02	05/29/2002	43746	253	Xerox Corporation	10-00-2005	70.00
Totals:						<u>402,100.69</u>



Memo

To: Mayor, City Council

From: City Manager Leroy Blodgett

Date: 6/19/2002

Re: Proposed change to Ordinance No. 80-O-342, Transient Room Tax

After passage of the short-term rental ordinance in December, 2001, a hard look was taken at the transient room tax ordinance to develop forms and accounting records needed to comply with the provisions of the short-term rental ordinance. In doing so several areas were identified that either needed follow-up or clarification in the transient room tax ordinance.

Section 5, Subsection C of the transient room tax ordinance is in conflict with the newly passed short-term rental ordinance in that it waives the transient room tax for . . . *a private home, vacation cabin or like facility from any owner who rents such facilities incidental to his own use thereof.* This is exactly the situation the short-term rental ordinance covers and imposes the tax. While being the latest passed, the short-term rental ordinance would take precedence over the transient room tax in this matter and this proposed change clarifies and bring into unison both ordinances.

In doing research on this subject, it was noted that the City of Eugene (whose ordinance ours is patterned after) also contains a subsection that waives transient room tax during a local disaster or declared emergency if the rent is paid by a local agency. This clause has been added in the proposed transient room tax ordinance change.

The attached proposed ordinance, which has been approved for content by the City Attorney, is "redlined" meaning the old ordinance language has been lined through and new language is highlighted in gray.

Staff is recommending approval of the ordinance change

**IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON**

**IN THE MATTER OF AN ORDINANCE)
AMENDING ORDINANCE NO. 80-O-342,)
AN ORDINANCE PROVIDING FOR A SIX) *ORDINANCE NO.02-O-342.C*
PERCENT (6%) TRANSIENT ROOM TAX)
FOR THE CITY OF BROOKINGS;)
PROVIDING ADMINISTRATIVE)
PROCEDURES FOR COLLECTION OF)
SAME; AND FURTHER, ESTABLISHING)
VIOLATIONS OF SUCH AND PENALTIES)
THEREFORE. [7/9/80]**

Sections:

- Section 1. Ordinance Identified.
- Section 2. Amendment to Section 5 - Exemption

The city of Brookings ordains as follows:

Section 1. Ordinance Identified. This ordinance amends Ordinance No. 80-O-342, enacted July 9, 1980, and titled, "An ordinance providing for a six percent (6%) transient room tax for the city of Brookings; providing administrative procedures for collection of same; and further, establishing violations of such and penalties therefor."

Section 2. Amendment to Section 5 – Exemption. No tax imposed under this ordinance shall be imposed upon:

- A. Any occupant for more than 30 successive calendar days with respect to any rent imposed for the period commencing after the first 30 days of such successive occupancy;
- B. Any occupant whose rent is of a value less than two dollars per day;
- C. ~~Any person who rents a private home, vacation cabin, or like facility from any owner who rents such facilities incidental to his own use thereof;~~ Any occupant whose rent is paid by a local agency, either directly or through a voucher, in response to a local disaster or declared emergency.

D. Any occupant whose rent is paid for hospital room or to a medical clinic, convalescent home or home for the aged people, or to a public institution owned and operated by a unit of the government.

First Reading: _____

Second Reading: _____

Passage: _____

Effective Date:

Signed by me in authentication of its passage this _____ day of
, 2002.

Bob Hagbom
MAYOR

ATTEST:

Paul Hughes
City Finance Director/Recorder



Staff Report

To: Mayor Hagbom & City Council
Through: Leroy Blodgett, City Manager
From: Paul Hughes, Finance Director
Date: June 24, 2002
Issue: **Resolution to Adopt the Budget, Declare the tax levy, Make Appropriations and Categorize the Levy for Fiscal year 2002-2003.**

BACKGROUND

Oregon local budget law requires the city's governing body to enact a resolution adopting the budget for the next fiscal year, prior to June 30th. (ORS 294.435)

As required by Oregon law, the City of Brookings Fiscal year 2002-2003 budget includes the following:

1. The detailed expenditures and resources for each fund, organizational unit, program or activity,
2. The detailed actual information for the first and second preceding years,
3. The adopted budget information for the current year,
4. The proposed and approved budget figures for the upcoming year.

Before the City can implement the 2002-2003 budget and receive tax money necessary for operations, this resolution must be adopted by the City Council.

RECOMMENDATION

Staff recommends approval by the council in the matter of resolution 02-R-703 adopting the budget, declaring tax levied, making appropriations for the 2002-2003 fiscal year and to categorize the levy as provided in ORS 294.435.

**IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON**

<i>In the Matter of a Resolution Adopting the</i>)	
<i>Budget, Declaring Tax Levied,</i>)	RESOLUTION
<i>Making Appropriations for the 2002-2003</i>)	NO.
<i>Fiscal Year and to Categorize the Levy as</i>)	02-R-703
<i>Provided in ORS 294.435</i>)	

BE IT RESOLVED that the City Council of the City of Brookings hereby adopts the budget for fiscal year 2002-2003 in the sum of \$15,129,350 now on file in the office of the City Finance Director/Recorder.

BE IT FURTHER RESOLVED that the City Council of the City of Brookings hereby imposes the taxes provided for in the adopted budget at the rate of \$3.7630 per \$1,000 of assessed value for operations; and in the amount of \$114,946 for bonds; and that these taxes are hereby imposed and categorized for tax year 2002-2003 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
General Fund	\$3.7630/1000	
Debt Service Fund		\$114,946

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2002, and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND

	<u>Appropriation</u>
Judicial	\$ 11,925
Legislative/Administrative	254,600
Police	1,340,150
Fire	199,400
Community Development	310,750
Parks & Recreation	155,185
Finance	207,750
Swimming Pool	73,215
Non-Departmental	<u>242,875</u>
TOTAL FUND APPROPRIATION	<u>\$ 2,795,850</u>

STREET FUND

Personal Services	\$ 122,800
Materials & Services	118,200
Capital Outlay	41,700
Interfund Transfers	24,800
Contingencies	<u>3,600</u>
TOTAL FUND APPROPRIATION	<u>\$ 311,100</u>

WATER FUND

Distribution	\$ 299,300
Treatment	233,000
Interfund Transfers	101,800
TOTAL FUND APPROPRIATION	<u>\$ 634,100</u>

WASTEWATER FUND

Collection	\$ 502,850
Treatment	610,500
Interfund Transfers	1,105,050
Contingencies	<u>314,100</u>
TOTAL FUND APPROPRIATION	<u>\$2,532,500</u>

9-1-1 FUND

Materials & Services	\$ 36,300
Capital Outlay	135,000
Interfund Transfers	5,000
Contingencies	<u>67,200</u>
TOTAL FUND APPROPRIATION	<u>\$ 243,500</u>

DAWSON BANCROFT BOND FUND

Debt Service	\$ 120,975
TOTAL FUND APPROPRIATION	<u>\$ 120,975</u>

DEBT SERVICE FUND

Debt Service	\$ 106,900
TOTAL FUND APPROPRIATION	<u>\$ 106,900</u>

DEBT SERVICE 1993 SERIES FUND

Materials and Services	\$ 850
Debt Service	477,842
TOTAL FUND APPROPRIATION	<u>\$ 478,692</u>

GENERAL RESERVE FUND

Capital Outlay	\$ 155,000
Contingencies	<u>1,012,400</u>
TOTAL FUND APPROPRIATION	<u>\$1,167,400</u>

STOUT PARK TRUST FUND

Materials and Services	<u>\$ 4,450</u>
TOTAL FUND APPROPRIATION	<u>\$ 4,450</u>

WATER BOND FUND

Interfund Transfers	\$ 133,400
Contingencies	<u>1,323,100</u>
TOTAL FUND APPROPRIATION	<u>\$ 1,456,500</u>

WASTEWATER LOAN FUND

Debt Service	\$ 799,000
Contingencies	<u>150,000</u>
TOTAL FUND APPROPRIATION	<u>\$ 949,000</u>

WASTEWATER CONSTRUCTION FUND

Materials and Services	\$ 150,000
Capital Outlay	110,000
Interfund Transfers	<u>15,000</u>
TOTAL FUND APPROPRIATION	<u>\$ 275,000</u>

SYSTEM REPLACEMENT FUND

Street - Capital Outlay	\$ 164,200
Water - Capital Outlay	567,100
Wastewater - Capital Outlay	<u>188,800</u>
TOTAL FUND APPROPRIATION	<u>\$ 920,100</u>

SYSTEM DEVELOPMENT FUND

Street - Capital Outlay	\$ 253,400
Water - Capital Outlay	755,000
Wastewater - Capital Outlay	603,000
Parks & Recreation - Capital Outlay	167,700
Storm Drain - Capital Outlay	<u>142,500</u>
TOTAL FUND APPROPRIATION	<u>\$2,607,800</u>

BE IT FURTHER RESOLVED that the Brookings City Finance Director/Recorder certify to the County Assessor the tax levy made by this Resolution and shall file with the County Assessor a copy of the budget as finally determined.

PASSED by the City Council of the City of Brookings and signed by the Mayor this 24th day of June, 2002.

ATTEST:

Bob Hagbom
Mayor

Paul Hughes
Finance Director/Recorder

Staff Report



To: Mayor Hagbom & City Council
Through: Leroy Blodgett, City Manager
From: Paul Hughes, Finance Director
Date: June 13, 2002
Re: **Resolution adopting a supplemental budget for the 2001/2002 fiscal year**

BACKGROUND

As a result of unanticipated expenditures, the General Fund, General Reserve Fund, Debt Service 1993 Fund and Dawson Bancroft Bond Fund budgets need to be adjusted through the supplemental budget process. The General Fund expenditures were salaries paid according to the Skate Park Construction Contract. The Skate Park construction expenses were budgeted in the General Reserve Fund along with the revenues. A transfer from the Reserve Fund to the General Fund is necessary. The Debt Service 1993 Fund expense was a bond trustee fee. A transfer within the fund from the contingency line to the legal and administrative services line is needed. The Dawson Bancroft Bond expense was also a bond trustee fee. This fund does not have a contingency line so revenues will have to be increased in an amount equal to the expense. This is ok since actual revenues received are greater than budgeted.

RECOMMENDATION

Staff recommends that City Council approve the resolution adopting a supplemental budget for the 2001/2002 fiscal year.

