

VAULT COPY

Agenda  
City of Brookings  
Common Council Meeting  
City Hall Council Chambers  
898 Elk Drive  
Brookings, OR 97415  
October 9, 2000  
7:00 p.m.



where the winter flowers are all aglow in the "Fall" of it!  
Brookings, Oregon

# agenda

CITY OF BROOKINGS  
COMMON COUNCIL MEETING  
Brookings City Hall Council Chambers  
898 Elk Drive, Brookings, Oregon  
October 9, 2000  
7:00 p.m.

***I. CALL TO ORDER***

***II. PLEDGE OF ALLEGIANCE***

***III. ROLL CALL***

***IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS***

***A. Announcements***

- 1. Special recognition to Police Department from State of Oregon Parks and Recreation Department***

***B. Proclamations***

- 1. Domestic Violence Awareness Week in Brookings - October 15 through 21, 2000***

***V. PUBLIC HEARING***

***VI. SCHEDULED PUBLIC APPEARANCES***

***VII. ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE***

***A. Committee and Liaison reports***

- 1. Chamber of Commerce***
- 2. Businesses for a Better Brookings***
- 3. Port of Brookings-Harbor***
- 4. Parks & Recreation Commission***
- 5. Council Liaisons***

***B. Unscheduled***

# **VIII. STAFF REPORTS**

- A. *City Manager*
  - 1. *US Hwy 101 speed limit investigation report*
  - 2. *Designation of Voting Delegate at League of Oregon Cities Annual Business Meeting*
  - 3. *ODOT Maintenance Agreement*
  - 4. *Election to include accrued sick leave in the retirement calculation for employees*
- B. *Community Development Department*
  - 1. *Awarding bid for skid steer loader*
  - 2. *2000 Fund Exchange Agreement*
- C. *City Attorney*
  - 1. *Approval of City Manager Contract*

# **IX. CONSENT CALENDAR**

- A. *Approval of Council Meeting Minutes*
  - 1. *Minutes of September 25, 2000, Regular Council Meeting*
- B. *Acceptance of Parks and Recreation Commission Minutes*
  - 1. *Minutes of August 24, 2000, Regular Commission Meeting*
- C. *Acceptance of Planning Commission Minutes*
  - 1. *Minutes of September 5, 2000, Regular Commission Meeting*
- D. *Approval of Vouchers (\$291,010.23)*

*(end Consent Calendar)*

# **X. ORDINANCES/RESOLUTIONS/FINAL ORDERS**

- A. *Ordinances*
- B. *Resolutions*

# **XI. REMARKS FROM MAYOR AND COUNCILORS**

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

# **XII. ADJOURNMENT**

OCTOBER 2000

*Council Chambers Use  
& Fire Hall Use as of 10/5/00*

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1:00pm AzPrk-FREE AMF Summer 2000 Music Concert: Bryan Bowers; AzMidSchl if bad wthr	7:00pm CC-Skate Park Mtg 7:00pm FH-FireTrng/ChShrp	7:00pm CC-Planning Comm reg mtg/JBischoff	12:00pm Comnity Agencies mtg @ Chetco Sr.Center 4:00pm CC-Public Works/LLightle 7:00pm FH-PoliceReserves	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crime Stoppers 1:30pm ??-Planning for UGB Hrg/LBlodgett 2:00pm CC-Emerg Tsk Force w/Co. Coordntr- Chf Sharp; Marrell	1:15pm CC-Public Works bid opening/LBarker	
	9:00am CC-VIPS/Volunteers in Police Service-BPalicki 7:00pm CC-Council Mtg 7:00pm FH-FireTrng/ChShrp	3:00pm CC-HOPE Mtg/ Tim Adsit-469-7443	1:00pm CC-Health Fair Mtg/BPalicki & HWeckler 2:30pm FH-SafetyComMtg/ HThmpson	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle 3:00pm CC-AMF Mtg/LBlodgett		10:00am GREAT OREGON FALL BEACH CLEANUP 10AM to 1PM
	8 Columbus Day					
	9:00am CC-Municipal Court/ JdgHarper 7:00pm FH-FireTrng/ChShrp	5:00pm CC-Townhall Mtg/State Senate Candidates Roger McCorkle; Leanne Litrell 541/290-6387-Cffee?Cookies?	3:00pm CC-Student Interviews for Office Aid 6:00pm FH-Subrbn Fire Dist Mtg/RexAtwell	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle		
	15 National Boss Day					
	9:00am CC-VIPS/Volunteers in Police Service-BPalicki 7:00pm CC-Council Mtg 7:00pm FH-FireTrng/ChShrp			7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle 7:00pm CC-Parks & Rec Comm/ CMickelson		
	22					
	7:00pm FH-FireTrng/ChShrp					
Daylight Savings Ends						

AMF=American Music Festival  
AzPk=Azalea Park  
Bndshll=Bandshell  
BPD=BrkgsPolice Dept  
CC= Council Chambers or City Council  
CCCOA=Curry County Council on Alcoholism  
CDD=Community Development Dept/CmtyDevDpt

FH=Fire Hall  
HOPE=Healthy Opportunity for Positive Environment  
ODOT=Oregon Dept of Transportation  
PC=Planning Comm  
PROUD=Pstive Revltzn of Urban Dwntrwn Com  
SDC=Systems Devlpt Charge Review Brd  
VIPS=Volunteers in Police Service

OCTOBER 2000

W	T	F	S
		1	2
6	7	8	9
13	14	15	16
20	21	22	23
27	28	29	30

NOVEMBER 2000

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

*Council Chambers &  
Fire Hall Use as of 10/5/00*

**NOVEMBER 2000**

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			12:00pm Comnity Agencies mtg @ Chelco Sr.Center 1:00pm CC-ODOT PreBid Mtg:ThomasCrkBrdg Job/Cindy 541/398-3707 7:00pm FH-PoliceReserves	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle 9:00am CC-Crime Stoppers		
	9:00am CC-VIPS/Volunteers in Police Service-BPalicki 7:00pm FH-FireTmg/ChShrp	7:00pm CC-Planning Comm reg mtg/JBischoff	2:30pm FH-SafetyComMtg/HThmpson 7:00pm Joint City/County Public Hearing on remand issues of UGB adjustment @ B/W Brkgs Inn Conf Rm	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle		
	7:00pm CC-Council Mtg 7:00pm FH-FireTmg/ChShrp	3:00pm CC-HOPE Mtg/ Tim Adsit-469-7443	6:00pm FH-Subrbn Fire Dist Mtg/RexAtwell 7:00pm "Curry Govts" Mtg @ Gold Beach City Hall-2nd Wed of May, Jul,Sep,Nov,Jan, Mar	7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle 8:30pm CC-Seatbelt Class-PD/BPalicki 7:00pm FH-Parks & Rec Comm/ CMickelson		Veterans Day
	9:00am CC-Municipal Court/JdgHarper 7:00pm FH-FireTmg/ChShrp 9:00am CC-VIPS/Volunteers in Police Service-BPalicki			7:00am TV49-Coast Today w/City Officials &/or Employees 8:00am City Hall CLOSED - Thanksgiving Holiday.....	8:00am City Hall CLOSED.....	
	7:00pm CC-Council Mtg 7:00pm FH-FireTmg/ChShrp			Thanksgiving 7:00am TV49-Coast Today w/City Officials &/or Employees 8:15am CC-CmtyDevDpt Staff mtg/LLightle		
			<b>OCTOBER 2000</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31		<b>DECEMBER 2000</b> S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24/31 25 26 27 28 29 30	



# Oregon

John A. Kitzhaber, M.D., Governor

September 30, 2000

5  
**Parks and Recreation Department**  
Harris Beach State Park Management Unit  
1655 Highway 101 North  
Brookings, OR 97415-9798  
(541) 469-2021 Registration  
(541) 469-0224 Office  
(541) 469-9539 FAX



Brookings Chief of Police Ken Lewis  
898 Elk Drive  
Brookings, OR 97415

Dear Chief Ken Lewis:

Please share this letter of Thank You! with your excellent staff. Throughout this year your staff has responded to everything from "Cougar patrol," to lost kids, to juvenile knife fights and general thefts. From your dispatchers to the responding officers, your staff was always professional. I would also like to thank your VIP's, they were especially helpful with our "kids without bicycle helmets" problems and just their "presence" was comforting to the majority of the campers.

Sincerely

Angela Kohlhoff Visitor Services

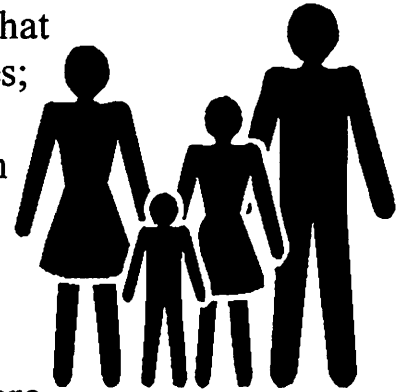




# PROCLAMATION

**WHEREAS**, domestic violence is a serious crime that effects people of all races, ages, income levels, and sexes;

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse;



**WHEREAS**, in our country, more than three women are murdered by their husbands or boyfriends everyday, and approximately 1 million incidents of domestic violence are reported in the United States in 1998;

**WHEREAS**, children who grow up in violent homes are believed to be abused and neglected at a rate higher than the national average;

**WHEREAS**, domestic violence costs the nation billions of dollars annual in medical expenses, police, and court costs, shelters and foster care, sick leave, absenteeism, and non-productivity;

**WHEREAS**, only a coordinated community effort will put a stop to this heinous crime;

**NOW THEREFORE**, I, Bob Hagbom, Mayor of the City of Brookings, do hereby proclaim the week of October 15<sup>th</sup> through October 21<sup>st</sup>, 2000, to be

## ***BROOKINGS DOMESTIC VIOLENCE AWARENESS WEEK***

and urge all citizens to participate actively  
to eliminate the use of personal and institutional violence  
against women and children.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Brookings to be affixed this 9th day of October, 2000.

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Bob Hagbom, MAYOR

# **Staff Report**

**To:** Mayor Hagbom & City Councilors

**From:** Leroy Blodgett, City Manager

**Date:** October 4, 2000

**Re:** Highway 101 Speed Limit



## **BACKGROUND**

Nearly a year ago the Oregon Department of Transportation (ODOT) completed a study on the speed limit on US Highway 101 to the north of town. The result was to move the 45-MPH speed out just past Harris Beach. Since then, we have had numerous requests from citizens to reduce the speed limit to 35 MPH at least out to Parkview Drive and for some as far north as Carpenterville Road.

During the past two weeks, we have increased patrol and placed the radar reader board along the highway. Attached are two reports: one regarding patrol and one regarding the reader board. Please note the recommendations from VIPS at the end of their report. These are good recommendations, and we will consider implementing them. Increased patrol and placement of the reader board has continued resulting in more citations issued since this report was prepared.

I have taken the time to drive into town from the north, driving at the speed limit to see if it felt too fast. It is my opinion, the speed limit should be reduced to 35 MPH out to where the city limits crosses US Highway 101, which is just north of Harris Heights Road. This would slow traffic in areas with busy intersections.

If City Council approves the staff recommendation we will make the request to ODOT.

## **ALTERNATIVES**

#1) Direct the City Manager to request ODOT extend 35 MPH speed limit to point where the city limits crosses US Highway 101 at the north end of the City.

#2) Direct the City Manager to request ODOT extend 35-MPH speed limit to Parkview Drive or some other place.

#3) Do not request any change in the speed limit.

## **RECOMMENDATION**

Staff recommends approval of Alternative #1.



**898 ELK DRIVE  
BROOKINGS, OREGON 97415  
(541) 469-3118  
CHIEF KEN LEWIS**

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**TO:** City Manager/ Chief Lewis  
**FROM:** Sergeant Chris Wallace 27813/208  
**SUBJECT:** Traffic Enforcement (North Brookings)  
**DATE:** 09-22-00 through 09-29-00, 6:00pm.

City Manager/ Chief Lewis,

At your request I have compiled information regarding traffic enforcement in the North end of Brookings. I will list below enforcement taken by Brookings Officers and will also attach information obtained from Doug Johnson (Volunteer Coordinator) regarding documented information obtained over several days of having the reader board placed along side Hwy 101 at the North end of Brookings. For the first week I found Mr. Johnson's compiled information to be the most useful as it clearly shows a large percentage of motorists are traveling above the posted speed limit. I also found it interesting a couple of the District 17-C school buses were observed over the posted speed limit along with numerous commercial vehicles. If in fact this is found to be a on going problem a representative from the Brookings Police Department could contact a department head for these vehicles and encourage them to talk to their employees regarding motorist safety. I will use this same format to compile information for the next two weeks if you are both in agreement with the method I have chosen to document your request.

**Brookings Officer Traffic Enforcement:**

09-22-00, 2:41pm, U.S. Hwy 101/ Harris Heights 74 in a 55 Zone. (Warning) #201

09-22-00, 3:07pm, U.S. Hwy 101/ Parkview Drive (Citation No-Ops) #210

09-22-00, 3:43pm, 1655 Hwy 101 North (Warning Headlight) #210

09-28-00, 5:34pm, U.S. Hwy 101/ Harris Beach (Citation V.B.R.) #202

**See attached reader board statistics supplied by Doug Johnson (Volunteer Coordinator)**

Sergeant/ K-9 Chris Wallace 27813/208

*Chris Wallace*

29 September 2000

To: Sgt. Wallace

cc: Chief Lewis  
Officer Palicki

Fr: Doug Johnson, Volunteer Coordinator

Re: Radar Reader Board Results

1. The Volunteers in Police Service commenced on Wednesday 9-28-2000 placing the radar reader board north of the city in the 45 miles per hour speed limit zone. The volunteers observed the reader board and documented the below information.

### **WEDNESDAY**

**LOCATION:** Highway 101 South across from Parkview Drive.

**TIME AT LOCATION:** 8:45 am till 5 pm

**OBSERVED:** 3:45 pm till 4:15 pm (70 vehicles)

**45 MPH :** 3%

**46-50MPH:** 87%

**51-55MPH:** 10%

### **NOTES:**

1. It was observed that two of three buses from the 17C School District were exceeding the speed limit.

2. Also it was observed that the majority of commercial vehicles were exceeding the speed limit these included trucks from CTR, South Coast Lumber and various other trucks we were not able to identify.

### **THURSDAY**

**LOCATION:** Highway 101 North/ 100 yards north of Rest Stop Turn-Off.

**TIME AT LOCATION:** 8:45am till 7:15pm

**OBSERVED:** 10:30am till 11am (206 vehicles)

**45MPH:** 11%

**46-50MPH: 62%**

**51-55MPH: 24%**

**56-60MPH: 2%**

**OVER-60MPH: 1%**

**NOTES: NONE**

### **FRIDAY**

**LOCATION: 101 South- 200 yards north of entrance to Harris Beach**

**TIME AT LOCATION: 8:30am till 6pm**

**OBSERVED: 3:40pm till 4:15pm (184 vehicles)**

**45MPH: 12%**

**46-50MPH: 45%**

**51-55MPH: 27%**

**56-60MPH: 16%**

**OVER-60MPH: -0-**

**NOTES: None**

### **SUGGESTIONS**

1. Placing signs indicating " Speed Limit Strictly Enforced", Speed Checked by Radar".
2. Placing a marked police unit at random locations (unmanned)
3. Placing a fake camera on top of radar reader board (a member of VIPS has such a Camera)



## **Staff Report**

**To:** Mayor Hagbom & City Councilors  
**From:** Leroy Blodgett, City Manager  
**Date:** October 5, 2000  
**Re:** LOC Voting Delegate

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### **BACKGROUND**

Each year the League of Oregon Cities (LOC) holds its Annual Business Meeting on the last day (Sunday) of the annual conference. At the meeting delegates will discuss and vote on resolutions recommended by the Resolutions Committee. Each city needs to appoint a voting delegate and an alternate by October 27, 2000.

### **RECOMMENDATION**

Appoint Mayor Hagbom as the voting delegate and Council President Curry as the alternate.



## **Staff Report**

**To:** Mayor Hagbom & City Councilors  
**From:** Leroy Blodgett, City Manager  
**Date:** October 4, 2000  
**Re:** ODOT Maintenance Agreement

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### **BACKGROUND**

The Oregon Department of Transportation has proposed that they and the City of Brookings enter into a "Flexible Service Maintenance Agreement". Having the agreement would allow the State and the City to share resources. For example, the State may have equipment in the area that is not readily available to the City, or they may be paving in the area and we could take advantage of their material costs and labor. On the other hand, the State may ask us to assist in cleaning culverts or camera culvert pipes. Each party would be responsible to reimburse the other for actual expense, so there is no loss for providing a service. The agreement does not commit either party to provide a service if they cannot easily do so.

### **ALTERNATIVES**

Approve the agreement as presented.

Approve the agreement with changes

Do not approve the agreement.

### **RECOMMENDATION**

Staff recommends that City Council approve the agreement as presented.

This is another effort to collaborate with ODOT. So far, we have had a very good experience dealing with ODOT and I believe that will be the case with this agreement.

October 3, 2000

Misc. Contracts & Agreements  
No. 18616

**FLEXIBLE SERVICE MAINTENANCE AGREEMENT  
City of Brookings**

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and City of Brookings, acting by and through its Elected Officials, hereinafter referred to as "City".

**RECITALS**

1. By the authority granted in ORS 190.110, 366.770, and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and City have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and City highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

**TERMS OF AGREEMENT**

1. Under such authority, State and City desire to enter into this agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, drainage and purchase of liquid asphalt.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation Maintenance Field Operations Manual, Maintenance Management System (MMS) Manual, Water Quality and Habitat Guide, and Best Management Practices Manual which by this reference are incorporated herein. The Work Order Authorization shall include MMS Activity numbers. Other maintenance services may be included as defined on the Work Order by a MMS Activity # from the current manual edition.
3. The term of this agreement shall begin on the date all required signatures are obtained and shall be in effect for a period of 2 years. The agreement may be extended at that time by mutual consent of both parties in the form of an amended agreement.

Agreement No. 18616  
Brookings, Flex Maintenance

4. This agreement may be modified by mutual consent of both parties and upon execution of amendments to this agreement stating said modifications. If the total cost of this agreement or individual work order exceeds \$100,000, the Department of Justice must review and approve any amendments and/or work orders prior to performance of any work.

#### **SCOPE OF WORK**

1. State's District Manager may request maintenance services from City on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this agreement. The Work Order Authorization may be signed by State's District Manager. Each Work Order that is issued pursuant to this agreement shall become a part of this agreement. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the work order may be faxed. Both parties shall sign the faxed work order before work begins. An original signed work order shall be completed and returned to the originating party within ten working days.
2. City may request maintenance services from State on an as-needed basis for work performed on City-owned and maintained streets and City right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this agreement. The Work Order Authorization may be signed by the City Superintendent. Each Work Order that is issued pursuant to this agreement shall become a part of this agreement. Both parties shall sign the Work Order Authorization before commencement of work. Under emergency conditions, the work order may be faxed. Both parties shall sign the faxed work order before work begins. An original signed work order shall be completed and returned to the originating party within ten working days.
3. State shall provide instructions to City employees concerning work to be performed under the work order, and City shall direct and supervise its employees who are assigned to assist State.
4. City shall provide instructions to State's employees concerning work to be performed under the work order, and State shall direct and supervise its employees who are assigned to assist City.

#### **REIMBURSEMENT INSTRUCTIONS**



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 Brookings, Flex Maintenance

1. State shall track all costs incurred while performing road maintenance on the City system. This shall be done by accumulating cost for equipment and services in an expenditure account unique to this agreement. The State's District Manager shall be responsible for monitoring this expenditure account. The State's cost for labor and equipment will be based on State's rate used for its internal financial management of personnel and equipment. The State's District Manager shall keep the City informed of those incurred costs by submitting a monthly statement of account.
2. State shall quarterly total all costs due based on the monthly statement of accounts sent to City and submit an invoice to City. Payment shall be made within forty-five (45) days of the invoice date. Billings shall be submitted to (will need specific name and address)
3. Under no condition shall State's total obligation for payments exceed \$50,000 during the term of this agreement.

#### **Quarterly**

1. City shall track all costs incurred while performing road maintenance on the state highway system. The City costs for labor and equipment will be based on the City's rates used for its internal financial management of personnel and equipment. The City shall keep the State's District Manager informed of those incurred costs by submitting a monthly statement of account.
2. City shall quarterly total all costs due based on the monthly statements of accounts sent to State and submit an invoice to State for payment within 45 days of receipt of the invoice. Billings shall be submitted to: Department of Transportation, District Manager, 3500 Stewart Parkway, OR 97470; 541.957.3538.
3. Under no condition shall City's total obligation for payments exceed \$50,000 during the term of this agreement.

#### **EXPENDITURE AUTHORIZATION**

1. State certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within State's current appropriation or limitation of the current biennial budget. State shall not be indebted or liable for any obligation created by this agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of City in violation of Article XI, Section 8, of the Oregon Constitution.

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Brookings, Flex Maintenance

2. City certifies, at the time this agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this agreement within City current appropriation or limitation of the current biennial budget. City shall not be indebted or liable for any obligation created by this agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
3. Neither State nor City shall be liable for any expenditures under this agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.

### *EQUIPMENT AND SERVICES*

1. Each party shall make available to the other party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.
4. If a piece of equipment requires repair while in use, a State mechanic and a City mechanic shall assess the problem and, in consultation with each other, determine which party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and *City Superintendent* shall determine the responsible party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for

Agreement No. 18616

Brookings, Flex Maintenance

the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the parties are acting only for their mutual convenience and efficiency.

6. The parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the party requesting it. The party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each party for a period of three years following termination of the agreement.
11. Both parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

## GENERAL PROVISIONS

1. Both parties hereby grants the other party authority to enter onto each other's right-of-way for the purpose of performing the maintenance services as stated on the work order.
2. Both parties will only assign personnel to work on each other's right-of-way that have similar experience on State/City right-of-way.
3. Both parties acknowledge and agree that each party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall

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have access to such fiscal records and other books, documents, papers, plans and writings of each party that are pertinent to this agreement to perform examinations and audits and make excerpts and transcripts. Both parties shall retain and keep all files and records for a minimum of three years following termination of the agreement.

4. Both parties shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including, without limitation, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, by this reference made a part hereof. Without limiting the generality of the foregoing, both parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. City represents that this agreement is signed by personnel who have been authorized to do so by the City.
6. State personnel assigned to assist City shall not be considered employees of City. City personnel assigned to assist State shall not be considered employees of State. City and State shall each be responsible for the following items in regard to their own employees:
  - a) Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.
  - b) Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
  - c) Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreement governing personnel relations with employees.
7. The parties to this agreement are of equal authority. Each party acts independently in the performance of its obligations and functions under this agreement, and neither party is to be considered the agent of the other.
8. To the extent permitted by Article XI, Section 7 and Section 10 of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other party against liability for damage to life or property arising from the indemnifying party's own activities under this agreement,

Agreement No. 18616

Brookings, Flex Maintenance

provided that a party will not be required to indemnify the other party for any such liability arising out of the wrongful acts of employees or agents of that other party.

9. All employers under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.
10. This agreement may be terminated by mutual written consent of both parties, or by either party, upon 30 days' written notice. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
11. Neither party shall enter into any subcontracts for any of the work scheduled under this agreement without obtaining prior written approval from the other party.
12. This agreement and attached exhibit constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order 2, in which the Director grants authority to the Region Managers to approve and execute agreements up to \$75,000 for projects included in the biennial budget.

**APPROVAL RECOMMENDED**

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Region Manager

By \_\_\_\_\_  
Executive Deputy Director/Chief Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

Agreement No. 18616

Brookings, Flex Maintenance

**APPROVED AS AN AGREEMENT TO  
AGREE**

(If total cost over \$100,000)

By \_\_\_\_\_  
Asst. Attorney General

Date \_\_\_\_\_

**CITY OF BROOKINGS, by and through its  
Elected Officials**

By \_\_\_\_\_  
Bob Hagbom, Mayor

Date \_\_\_\_\_

**WORK ORDER AUTHORIZATION**☐ State Requesting \_\_\_\_\_ to Perform Work☐ Brookings Requesting State to Perform Work

Agreement No. 18616 Work Order No. \_\_\_\_\_

Under the terms of Agreement No. 18616 between the Oregon Department of Transportation (State) and City of Brookings, which is hereby incorporated by reference, the following project work is authorized:

Project Name: ☐ Flexible Maintenance Services

State Work Order Coordinator: \_\_\_\_\_ Work Order Coordinator \_\_\_\_\_

Total Authorized Amt. this Work Order \$ \_\_\_\_\_ Expenditure Acct. No.: \_\_\_\_\_

Work Order Start Date: \_\_\_\_\_ Work Order End Date: \_\_\_\_\_

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate). Work necessary to complete project as described in original agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*☐ Patching (100-102, 107-108) ☐ Shouldering (111-112, 119) ☐ Ditching (120) ☐ Sweeping (116-117)☐ Vegetation Control (131) ☐ Striping (140-141, 147) ☐ Winter Maintenance (170-171, 179-181, 192)☐ Brushing (132-133) ☐ Signing (142-143) ☐ Landscaping (136) ☐ Drainage (121) ☐ Provide Liquid Asphalt☐ Guardrail Repair (151) ☐ Bridge Repair (163, 169) ☐ Hazardous Material Spills (149)☐ Equipment Rental (specify equipment) ☐ Other \_\_\_\_\_ (Activity # \_\_\_\_\_)  
(specify activity & MMS Activity #)

General Description of Project: \_\_\_\_\_

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this work order authorization is within the scope of work of the original agreement.

State's District Manager \_\_\_\_\_ Date \_\_\_\_\_

ACCEPTANCE OF TERMS BY LOCAL AGENCY

City of Brookings, City Superintendent \_\_\_\_\_ Date \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$100,000, signature required



Asst. Attorney General \_\_\_\_\_ Date \_\_\_\_\_

cc: District #7 Manager or Area Maint. Mgr.  
State's Work Order Coordinator  
Roadway, Contracts Unit / General Files

EXHIBIT A

Work Order – Local Agency  
Rev. 1/2/1999



**TO:** Mayor & Council  
**THRU:** Leroy Blodgett, City Manager   
**FROM:** Gail L. Hedding, Finance Director/Recorder   
**DATE:** September 25, 2000  
**RE:** Accrued Sick Leave/PERS Retirement

**Issue:**

The City of Brookings has not made the election for accrued sick leave to be a part of the PERS retirement calculation.

**Background:**

Each employer within the PERS retirement system may elect to include accrued sick leave in the calculation of retirement benefits. In talking with our PERS representative, the City of Brookings has not notified PERS of that election. In reviewing the union contract for our police department, it came to our attention that the contract states "Upon termination of employment with the City, one-half of the employee's unused sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules." Therefore, for the police union employees the election needs to be made to include accrued sick leave so the PERS administrative process is consistent with the contract requirements.

We have had no union members retire since the contract has become effective, however, there have been three separations. In the case of separations, the sick time should be reported so it can be properly carried over to the next public employer, if appropriate.

It has been the practice of the City of Brookings that benefits are identical between union and non union employees.

In discussing the impact of accrued sick time with the PERS representative, he indicated that with our cap of 576 hours, it is unlikely the sick leave accrual will have an impact on either the retirement calculation or the PERS rate.

**Recommendation:**

Council approve the City of Brookings to make an election to include accrued sick leave in the retirement calculation for employees.

# Memorandum

**TO:** Mayor, City Council

**FROM:** Leo Lightle, Community Development Director

**DATE:** October 2, 2000



Issue: Awarding contract for purchase of a used skid-steer loader for the Public Works Department.

Background: Bids will be opened on October 6, 2000, for the used skid-steer loader. We will present the results and recommendation at the October 9, 2000, City Council Meeting .

**TO:** Mayor, City Council  
**FROM:** Leo Lightle, *LL*  
 Community Development Director  
**DATE:** October 4, 2000  
**ISSUE:** 2000 Fund Exchange Agreement

Community Development Department



## **BACKGROUND:**

The 2000 Fund Exchange essentially replaces the Special Cities allotment Grant that the City of Brookings has received in previous years. This program will expire this year, that is awarding of the funds; time will be given to complete the project. The major change is that we could receive the money directly from the Federal Highway Department. With the extra engineering and extra paperwork involved with the Federal Highway Department the project would have to be in excess of \$200,000 to be cost effective.

Whereas the city is not eligible to receive 200,000 plus dollars, we are recommending that we enter into an agreement with the Oregon Department of Transportation (ODOT) Exchange Program. The state will exchange 94 state dollars with 100 federal dollars. It is cost effective for the state in that most of their projects are in excess of \$200,000.

This exchange of funds gets more asphalt, concrete and storm drainage work done, therefore it is the most cost effective use of the dollars available.

## **RECOMMENDATION:**

The City Council approve the contract with ODOT referred to as the 2000 Fund Exchange Agreement, Oak Street from Spruce to Railroad Street.

JOHN B. TREW  
CAROL P. CYPHERS  
JOHN MEYNINK

## **TREW, CYPHERS & MEYNINK**

ATTORNEYS AT LAW  
222 E. 2nd Street  
P.O. Box 158  
Coquille, Oregon 97423-0158

(541) 396-3171  
FAX (541) 396-5723  
e-mail: trewcyphers@harborside.com

ESTABLISHED BY  
A. J. SHERWOOD  
IN 1886  
HARRY A. SLACK, SR.  
(1900-1988)  
HARRY A. SLACK, JR.  
(RETIRED 1991)

### **CITY ATTORNEY REPORT**

**TO:** Mayor and City Councilors  
**FROM:** John Trew, City Attorney  
**DATE:** October 9, 2000  
**RE:** City Manager Employment Contract

### **BACKGROUND**

The Brookings Common Council directed that the new City Manager work with a written employment contract. The process of negotiating an employment contract between the City and City Manager resulted in the proposed agreement. City Manager Blodgett has agreed to the employment contract as proposed.

### **ALTERNATIVES**

1. Authorize the Mayor to sign the proposed employment contract on behalf of the City.
2. Do not authorize the Mayor to sign the proposed employment contract on behalf of the City.

### **RECOMMENDATION**

Authorize the Mayor to sign the proposed employment contract on behalf of the City.

# **CITY OF BROOKINGS OREGON**

## **City Manager Employment Contract**

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Brookings, State of Oregon, a municipal corporation, hereinafter called "Employer", as party of the first part, and Leroy Blodgett, hereinafter called "Employee," as party of the second part, both of whom understand as follows:**

**WITNESSETH:**

**WHEREAS, Employer desires to employ the services of said Leroy Blodgett as City Manager of the City of Brookings, as provided by the Brookings City Charter; and**

**WHEREAS, it is the desire of the governing board, hereinafter called "Council," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and**

**WHEREAS, Employee desires to accept employment as City Manager of the City of Brookings;**

**NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:**

### **Section 1: Duties**

**Employer hereby agrees to employ said Leroy Blodgett as City Manager of said Employer to perform the functions and duties as specified in the City Manager job description and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.**

### **Section 2: Term – At Will**

- A. Employee shall be appointed by Employer for an indefinite term.**
- B. This agreement shall be reviewed and may be subject to change, with approval of Employee and Employer, at the time of each annual performance evaluation of Employee**
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraph A and B, of this agreement.**
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.**

### **Section 3: Termination and Severance Pay**

- A. In the event Employee is terminated by the Council and the Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay**

*Employee a lump sum cash payment equal to his salary and benefits for three months. Employee shall also be compensated for all earned vacation, holidays, and other accrued benefits to date.*

*In the event Employee is terminated for violation of local, state or federal laws, then in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.*

- B. In the event Employer, at any time during this agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that he resign, then, in that event Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal and Employer shall comply within the meaning and context of the herein severance pay provision.*

#### ***Section 4: Resignation***

*In the event Employee voluntarily resigns his position with Employer Employee shall give Employer 30 days notice in advance, unless the parties agree otherwise.*

#### ***Section 5: Disability***

*If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or other accrued leave, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3, paragraph A.*

#### ***Section 6: Salary***

- A. Employer agrees to pay Employee for services rendered pursuant hereto an annual base salary of \$60,000 payable in installments at the same time as other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that is desirable to do so on the basis of an annual salary review of said Employee made at the same time as the annual performance evaluation.*

#### ***Section 7: Performance Evaluation***

- A. Employer shall evaluate the performance of the Employee within six months after the effective date of this agreement. Upon satisfactory performance Employer agrees to increase Employee's salary not less than 5 percent. The not less than 5 percent salary increase is limited to the initial six-month performance evaluation and does not obligate the Employer to grant future salary increases to Employee.*
- B. The Council shall review and evaluate the performance of Employee at least once annually in advance of the adoption of the annual operating budget. Said review evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Furthermore, the Mayor*

*(chief elected officer) shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.*

### ***Section 8: Hours of Work***

*The position of City Manager falls under the definition of executive personnel as defined in OAR 839-24-000 and is exempt from overtime provisions. Employee is required, for a fixed salary, to render such services as may be necessary to complete assigned duties and responsibilities in a proper and efficient manner. Employee may be required to work more than forty hours one week and less than forty in another week and will receive equal pay for each week. However, Employee must use accrued vacation leave, sick leave or other allowed leave if absence from work extends more than 2 consecutive workdays.*

### ***Section 9: Outside Activities***

*Employee shall not spend more than 10 hours per week in teaching, consulting or other non-Employer connected business without the prior approval of the Council.*

### ***Section 10: Automobile***

*Employee's duties require that he shall use his personal automobile for the purpose of performing his duties as City Manager during his employment with Employer. Employer shall be responsible for reimbursing Employee for mileage on a monthly basis at a rate equal to the maximum allowed by the employer. Automobile use and reimbursement shall be reviewed and subject to change during any performance evaluation or at any other time the Council deems necessary*

### ***Section 11: Dues and Subscriptions***

*Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Employer.*

### ***Section 12: Professional Development***

- A. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the O-ICMA Conferences, the state League of Oregon Cities Annual Conference, and such other national, regional, state and local government groups and committees thereof which Employee serves as a member and benefits Employer.*



- B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.**

### ***Section 13: General Expenses***

***Employer recognizes that certain expenses of a non personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses and the finance director is hereby authorized to disburse such money upon receipt of duly executed expenses or petty cash vouchers, receipts, statements or personal affidavits.***

### ***Section 14: Civic Club Membership***

***Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is therefore required to become a member of at least one such civic club or organization, for which Employer shall pay all expenses. Employee shall report to the Employer on each membership that he has taken out at Employer's expense. Employee shall not become an officer or board member of any organization that contracts for services with the City without prior approval by the Brookings City Council.***

### ***Section 15: Indemnification***

***To the extent allowed by law, Employer shall defend, save harmless, and indemnify Employee against a tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager.***

### ***Section 16: Bonding***

***Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.***

### ***Section 17: Other Terms and Conditions of Employment***

- A. The Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Brookings charter or any other law.**
- B. All provisions of the Brookings charter and code, and regulations and rules of Employer relating to vacation and sick leave, holidays and other benefits, except for compensatory time, and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided,**
- C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefor on termination of employment.**

### ***Section 18: No Reduction of Benefits***

*Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree such a reduction across-the-board for all employees of the Employer.*

### ***Section 19: Notices***

*Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows.*

**(1) EMPLOYER:**            *City of Brookings*  
                                  *ATTN: Mayor*  
                                  *898 Elk Drive*  
                                  *Brookings, Oregon 97415*

**(2) EMPLOYEE:**           *Leroy Blodgett*  
                                  *P.O. Box 7618*  
                                  *Brookings, Oregon 97415*

*Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.*

### ***Section 20: Moving Expense***

**A.** *Employer shall reimburse Employee for moving expenses from Myrtle Creek, Oregon to Brookings Oregon in an amount not to exceed \$2,500. Employee must move within the city limits of the City of Brookings within six months of the execution of this agreement and remain a resident of the City of Brookings through the term of this agreement.*

### ***Section 21: General Provisions***

- A.** *The text herein shall constitute the entire agreement between the parties.*
- B.** *This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.*
- C.** *This agreement shall become effective commencing August 14, 2000.*
- D.** *If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or potion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.*

*IN WITNESS WHEREOF, the City Council of Brookings has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.*

---

***Bob Hagbom, Mayor  
City of Brookings  
State of Oregon***

***Employee:***

---

***Leroy Blodgett***

***ATTEST:***

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***Gail L. Hedding, City Recorder***

**CITY OF BROOKINGS  
COMMON COUNCIL MEETING MINUTES  
City Hall Council Chambers  
898 Elk Drive, Brookings, OR 97415  
September 25, 2000  
7:00PM**

***I. CALL TO ORDER***

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

***II. PLEDGE OF ALLEGIANCE***

Led by Councilor Keith Pepper

***III. ROLL CALL***

Council Present: Mayor Bob Hagbom, Council President Larry Curry, Councilors Keith Pepper, Frances Johns, and Lorraine Kuhn, a quorum present.

Council Absent: None

Staff Present: City Manager Leroy Blodgett, City Attorney John Trew, Finance Director/Recorder Gail Hedding, Community Development Director Leo Lightle, and Fire Chief William J. Sharp, Public Works Supervisor Dennis Barlow, and Administrative Secretary Sharon Ridens

Media Present: Chuck Hayward, Curry Coastal Pilot

Other: Port of Brookings-Harbor Manager Russ Crabtree, Chamber of Commerce President Richard Gyuro and Executive Director Les Cohen, Augie Kofoet-Vice President Businesses for a Better Brookings, ODOT District 7 Assistant District Manager Lee E. Sparks, and approximately 12 other citizens

***IV. CEREMONIES/APPOINTMENTS/ANNOUNCEMENTS***

***A. Proclamations***

***1. Fire Prevention Week - October 8 through 14, 2000***

Mayor Hagbom announced the Council would proclaim October 8 through October 14, 2000, as "Fire Prevention Week." Fire Chief William J. Sharp received the written proclamation.

**B. Announcements**

**1. Brookings-Harbor School District 17C letter regarding recent bomb threat**

Mayor Hagbom read letters of special recognition from Brookings-Harbor School District 17-C thanking the Police Department for their excellent response during the recent bomb threat incident, and from Kalmiopsis Elementary School (copy included in minutes), appreciating the wonderful contribution the VIPS (Volunteers in Police Service) make, this second year, to their school during the start-up week assisting in traffic control and crossing.

**V. PUBLIC HEARING**

There was no public hearing

**VI. SCHEDULED PUBLIC APPEARANCES**

**A. Lee E. Sparks, ODOT Assistant District Manager of District 7**

Lee Sparks, Assistant District Manager of Oregon Department of Transportation's (ODOT) District 7, thanked Brookings for the "standard" beautiful weather in the home of winter flowers. He continued with updating the Council on projects involving Brookings: 1) US Hwy 101 missing street signs-5th Street and Parkview, now replaced; 2) the 35mph controversy north of town on US Hwy 101 between Ransom and Parkview, discussing results of a recent speed survey. City Manager Leroy Blodgett reported, though the staff maybe not be totally convinced the speed needs to be reduced to 35mph from it's current 45mph, he has asked Police Chief Ken Lewis to increased the patrol in the area. Hopefully, this will be a first step to see if drivers will reduce their speed to the required 45mph. If there continues to be problems, then the City could request a 35 mph speed zone in that area. Sparks advised Council, with out the law enforcement results, it is very difficult to succeed on speed reductions; 3) the raised median island and turn lane requests at south end of Chetco River Bridge, which is due for completion soon; 4) the turn-in conditions at the new private school located at the Nazarene Church - he asked ODOT to check on compliance of their conditional use permit; and 5) road signs through the Oregon Travel Information Council for Salmon Run Golf & Resort should be done by the end of the year. Sparks gave special gratitude to the Brookings Garden Club for their work at the "Welcome to Brookings" sign south of town, and asked for time to give them a special presentation.

Some discussion ensued with Richard Calkins of 941 Helen Lane, Brookings, commenting on the enforcement of speed on US Hwy 101 north of Easy Street and thanking ODOT for providing him with the aforementioned recent speed

survey facts. He stated he was encouraged with the use of radar gun(s) and ticketing. However, Calkins again asked for Council to do everything in their power to reduce the speed zone to 35mph on US Hwy 101 from Easy Street to Parkview.

City Manager Blodgett advised City staff will continue to work on the enforcement issues and provide a report to the Council at the next meeting. Councilors Pepper and Johns recommended natural means of slowing people down, such as designed plantings and medians, and asked Calkins to realize the Council is supportive of finding the correct manner to resolve the problem, with "certainly not wanting anyone to get hurt." Mayor Hagbom reminded the audience the Council does not have the right to make changes regarding US Hwy 101 without ODOT's approval, and stated we all want to see something done to correct any danger.

## **VII. ORAL REQUESTS AND COMMUNICATIONS FROM THE AUDIENCE**

### ***A. Committee and Liaison reports***

#### ***1. Chamber of Commerce***

Executive Director Les Cohen reported this week was important for our community, because on Wednesday, September 27, 2000, County representatives will be signing a resolution assigning a task force between three counties, three states, and three air-service regions, to obtain air service at a reasonable cost to the communities in these counties: Del Norte, Curry, and Josephine. Also involved are three chambers enhancing those efforts for regular scheduled air traffic service. Cohen thanked all groups that were involved in making the All City Picnic a success on last Sunday and concluded with inviting Council and audience to the last American Music Festival Sunday Concert in the Park on October 1, 2000, with renowned autoharpist Bryan Bowers performing.

#### ***2. Businesses for a Better Brookings***

President Augie Kofoet of 787 Ransom, Brookings reported on a "very successful" Spruce Street Market, which included approximately 25 vendors with produce, crafts, food booths, and plants.

#### ***3. Port of Brookings-Harbor***

Executive Director Russ Crabtree of 920 Midland Way, Brookings expressed his appreciation of our Brookings Fire Department who assisted in the major three boat fire last Wednesday in the Port. He stated, "Good to know that in time of emergencies the Port can count on Brookings Fire Chief Bill Sharp and his volunteers!" Crabtree continued by advising the

Council the September 29, 2000, Port sponsored meeting, of which Council had been asked to have a representative present, had been changed to October 11, 2000, still being held in the Harbor Sanitary Conference Room with State Representative Ken Messerle regarding the Sport Haven Beach. He reported the Port of Brookings Harbor, which has the distinction of being the busiest recreational sport port on the coast, is on the verge of having a conference center and a luxury 130 unit resort hotel on a 3.5 acre site adjacent to the Coast Guard station. Review of the proposal is to occur on October 17, Tuesday. The challenge of minimum dredge fleet continues.

4. *Council Liaisons*

Councilor Lorraine Kuhn attended and participated in the recent community picnic sponsored by the H.O.P.E. Committee, Winema Girl Scouts and Kiwanis. There were hundreds of children and families enjoying themselves throughout the day with games and food, including over 300 ice cream cones, over 700 hot dogs, and even more pop - all free to anyone who would stand in line!

Councilor Frances Johns also attended the "wonderful" community picnic, noted the adults had as much fun as the children. She also attended the Brookings Harbor School District 17C meeting, which included a presentation on the kindergarten receiving computers for the students.

B. *Unscheduled*

Fred Hummel of 202 Alder Street, Brookings, commented on traffic control on US Hwy 101 and referenced a prior study. He informed Council the copy of our City Ordinance Book is not complete at the Chetco Public Library. Mayor Hagbom thanked him for the information and advised staff would work on that problem.

Mayor Hagbom stated strong accolades on the positive and cooperative relationship between the City of Brookings and Oregon Department of Transportation (ODOT) that has developed in the last six months to a year. He noted their sincere and prompt responses to the City's concerns at the Redwood Theater cross walk, street sign replacements, speed zone concerns, etc and has every reason to believe ODOT will work with us on whatever is needed.

Don Nuss of 808 Pioneer, Brookings read from a printed statement (copy handed to Council, and included in minutes) asking again for lawful disclosure of the minutes and financial information from the Brookings-Harbor Chamber of Commerce.



# **VIII. STAFF REPORTS**

## ***A. Finance Department***

### ***1. Summer Recreation Program Report***

Finance Director/Recorder Gail Hedding provided a complete report on the Summer Recreation Program for 2000, which concluded as another successful year. However, she noted there were new challenges for next year with the move of Director Michelle Kalina. There was no discussion and no action taken by Council.

Hedding asked for an added agenda item regarding the election of accrued sick leave (memo handed to Council and included in these minutes). Councilor Pepper asked that the matter be continued to the next meeting to allow for additional time to review all the necessary information. Councilor Johns disagreed. However, due to no other objections, the matter was continued to the next regular meeting.

## ***B. City Manager***

### ***1. Report on tobacco vendor assisted sales ordinance***

City Manager Leroy Blodgett provided an update on the tobacco vendor assisted sales issue and ordinance discussed at prior meetings. He reported from the last Curry Governments meeting, after advising them of the Council's decision on our own City Ordinance recommendation and Curry County Health Department Education Director Dave Manzella's presentation, noting the mayors of Port Orford and Gold Beach thought adopting an ordinance would be a positive measure, if it was countywide. Therefore, it was decided to encourage the County Commissioners, who were not at that meeting, to be at their next Curry Governments meeting in November to continue the discussion. Due to this continuation, Blodgett advised the letters to our local vendors had not yet been sent, waiting for possible action from the county. Mayor Hagbom advised County Commissioner Bill Roberts had called today with positive input and support of this issue and ordinance.

### ***2. City Manager's assessment report***

City Manager Blodgett advised he had been contacted by two teens from Brookings Harbor High School regarding work projects for the City relative to their required "senior projects". He also noted he and the mayor would be attending a workshop on telecommunications from October 13-15, 2000, put on by Rural Development Initiatives, Inc. and their Rural Futures Forum. Also attending will be Parks and Recreation Commissioner Nancy Shute and Gold Beach Mayor Marlyn Schafer.

Blodgett elaborated on his one-month assessment report provided in the Council packets, but stated most of his time has been reading and getting up-to-date with ordinances and personnel issues/policies. He stated he felt fortunate to have such a fine staff, and was impressed with and appreciated the cooperation between the City, the Port of Brookings-Harbor, and the Chamber of Commerce. Blodgett has made application to join Rotary International, and noted it is great to work with the Curry Coastal Pilot newspaper and their staff. Future reports will be coming on the urban growth boundary, PROUD, skate park, fire department expansion, and parks and recreation.

Councilor Pepper stated he has been disappointed in not finalizing a PROUD report for presentation to Council. He suggested to Blodgett we bring this before the Council sometime in November, 2000, so as to get it moving forward and allocate funds in this fiscal budget.

There was no further discussion, but Council thanked Blodgett for the good assessment.

*C. Community Development Department*

*1. Vacation of Center Street extending easterly from the intersection of Wharf Street for a distance of approximately 1,000 ft.*

Community Development Director Leo Lightle reminded the Council of the Planning Commission and Council's consideration in March 1999, of the request to vacate a section of Center Street approximately 900 feet in length located adjacent to the south side of the plywood mill. This request was approved by Council in March 1999, with the understanding the ordinance to complete the vacation process would not be approved and notice of the vacation given to the county until the Wharf Street extension was constructed and accepted by the city. Wharf Street having now been completed and accepted by the city. Lightle and his staff recommended the adoption of the ordinance to complete the process of vacating the subject portion of Center Street.

Ordinance No. 00-O-536, was read in its entirety by City Manager Leroy Blodgett, as requested by Mayor Hagbom.

**Councilor Pepper moved, Councilor Johns seconded, and the Council voted unanimously to approve the first reading.**

**Councilor Pepper moved, Councilor Johns seconded, and the Council voted unanimously to have the ordinance read by title only for the second reading.**

City Manager Blodgett read Ordinance No. 00-O-536, by title only.

**Councilor Pepper moved, Councilor Johns seconded, and the Council voted unanimously to adopt Ordinance No. 00-O-536, in the matter of an ordinance vacating a portion of Center Street extending easterly from the intersection of Wharf Street for a distance of approximately 1,000 feet.**

2. *Authorization to call for bids for skid steer loader*

Director Lightle explained the necessity for the purchase of a skid steer loader. Lightle and staff recommended the Council authorize Public Works to go through the bid process for purchasing a skid steer loader. There was minimal discussion.

**Councilor Pepper moved, Councilor Johns seconded, and the Council voted unanimously to authorize Public Works to put together specification to purchase a used skid steer loader, calling for bids.**

3. *Acceptance of water and sewer line for Hewitt RV Park*

Director Lightle provided the background for water and sewer lines for the Hewitt RV Park and recommended the Council accept into the City's system the water and sewer mains that serve Hewitt's RV Park upon receiving the easements. There was minimal discussion. Lightle clarified specific requirements for anyone establishing a sewer line.

**Councilor Johns moved, Councilor Pepper seconded, and the Council voted unanimously to accept into the Brookings Water and Wastewater System the water and sewer mains that serve Hewitt's Recreational Vehicle Park upon receiving the appropriate easements.**

4. *Building Department changes*

Community Development Director Lightle explained the packet provided memo regarding the building department changes requiring no action by Council. Lightle indicated press releases and letters have been prepared for the community involved. He also noted, due to changes of codes, the department will be using plan review code guidelines. There was no discussion and no action taken by Council.

Councilor Pepper advised he spoke with Linda Kelly, owner of the Banana Belt Trading Post, who reminded him of the temporary ordinance allowance made earlier this year, which is expiring September 30, 2000. Pepper suggested staff look at amending the sign ordinance to propose maintaining that program making it permanent. Mayor Hagbom asked City Attorney John Trew to investigate the possibility of accomplishing that change.

*D. City Attorney*

*1. City Manager ordinance revision*

City Attorney John Trew asked Council to refer to recommendation amending Section 6 of Ordinance No. 89-O-457, adopted by Council on January 10, 1990. He noted under the present ordinance the severance award amount is dictated by the ordinance. The suggested amendment of Section 6 would allow both the City and City Manager flexibility in negotiating an employment contract. Trew recommended Council amend the ordinance, if wanting that flexibility. Discussion ensued. Mayor Hagbom informed Council this matter has been in the works for the past six years. He then asked for comments from the audience.

Fred Hummel of 202 Alder, Brookings, provided a brief history of Ordinance 89-O-457 involving the employment of a city manager. His recommendation was to not change an ordinance that has been working through the last two city managers and "if it ain't broke, don't fix it". Councilor Pepper stated he appreciated hearing the background on this ordinance, but felt at the current level of our city manager's salary, \$30,000 is not fiscal responsible and that the Council needs to be given a more flexibility. Discussion ensued between Council and City Attorney Trew.

Augie Kofoet of 797 Ransom, Brookings commented on leaving the ordinance as it is.

Don Nuss of 808 Pioneer, Brookings, asked if these variables would be considered under executive session at the time of hiring a city manager. City Attorney Trew advised a contract would be brought before the Council and public for acceptance.

Discussion ensued further with Hummel from the audience, and later with the Mayor and Council.

Council having reviewed and discussed the proposed Ordinance No. 00-O-457.A, at the open council meeting on this date, September 25, 2000, Mayor Hagbom asked City Attorney John Trew to read the ordinance in full. Trew did so.

**Councilor Pepper moved, Councilor Johns seconded, and the Council voted unanimously to have the second reading of Ordinance No. 00-O-457.A, in the matter amending Ordinance 89-O-457, an ordinance creating the office of City Manager, by title only.**

Mayor Hagbom restated the motion and with no further discussion called for the question.

**Councilor Pepper moved, Councilor Curry seconded, and the Council voted unanimously to adopt Ordinance No. 00-O-457.A, in the matter amending Ordinance 89-O-457, an ordinance creating the office of City Manager.**

#### **IX. CONSENT CALENDAR**

##### ***A. Approval of Council Meeting Minutes***

- 1. Minutes of September 11, 2000, Regular Council Meeting***

*(end Consent Calendar)*

**Councilor Johns moved, Councilor Curry seconded, Councilor Pepper abstained due to absence at that meeting, and the remainder of Council voted unanimously to approve the consent calendar as printed.**

#### **X. ORDINANCES/RESOLUTIONS/FINAL ORDERS**

##### ***A. Ordinances***

- 1. No. 00-O-457.A, a revision to an ordinance creating the office of City Manager for the City of Brookings, Oregon; establishing the powers, duties, responsibilities, and authority of the City Manager; establishing the procedures for the appointment, removal, salary and benefits of the City Manager; and repealing Ordinance No. 84-0-386 Addressed previously under agenda item no. VIII. D. (1).***

2. *No.00-O-536, an ordinance vacating a portion of Center Street extending easterly from the intersection of Wharf Street for a distance of approximately 1,000 feet.*

Addressed previously under agenda item no. VIII. C. (1).

*B. Resolutions*

There were no resolutions.

**XI. REMAKRS FROM MAYOR & COUNCILORS**

*A. Council*

There were no additional remarks

*B. Mayor*

Mayor Hagbom stated he had an opportunity to review the new hotel plans for the Port and they were very exciting. He expressed further the excitement an all events center only 125 yards away seating over 400 people, plus a theater with ability to seat over 400, and new talk of a museum.

Councilor Pepper commented on the recent inquiry and misreporting as to his not filing for election. He stated he did not file, because he changed jobs and is required to be out of the area for extended periods of time - Marin County California. Employment there began August 1, 2000. He is and will continue to maintain his residency in Brookings and will continue to work with Olivia Abbott and other members of the Board of the Holiday Light Festival. In addition, he stated, he will continue to vote as an Oregon resident. Pepper informed the Council he was going to be away on vacation for most of October, and felt this would be his only opportunity to speak about the direction the Council and mayoral campaign may be heading, referring to candidates Hummell, and both Nusses. Pepper continued with references to demeanor of campaigns and propaganda produced to promote the campaigns. Pepper called for honesty, integrity, to not print misinformation and unsubstantiated allegations, and challenged campaigns to be run based on proposals for improvement of the community, not on bogus and unfounded claims "having nothing to do with this fine city, but only personal axes to grind."

Mayor Hagbom reminded Council and audience the comments made by Councilor Pepper were his own personal opinions, and do not necessarily reflect the opinion of the Council.

**XII. ADJOURNMENT**

**Councilor Curry moved, Councilor Johns seconded, and the Council voted unanimously to adjourn the meeting at 8:51 PM.**

Respectfully submitted:

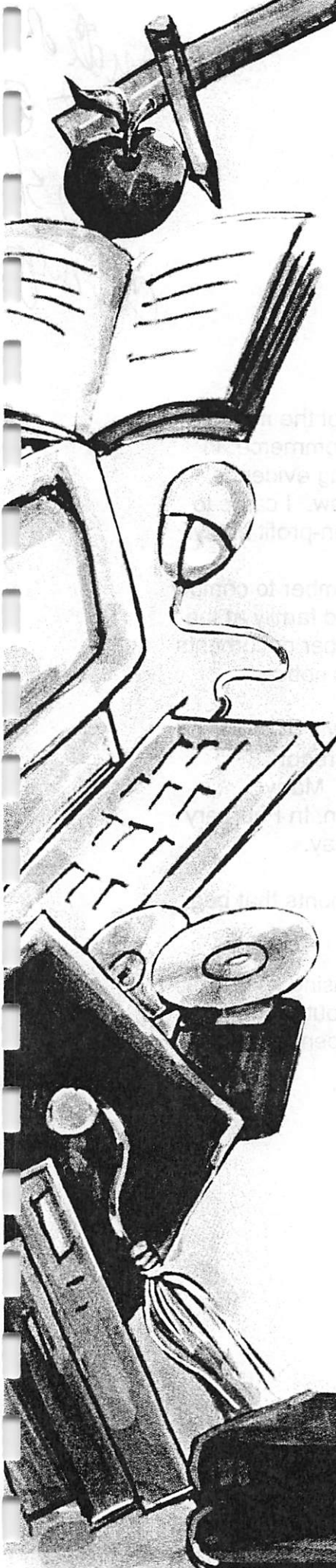
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Bob Hagbom  
MAYOR

ATTEST:

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Gail L. Hedding  
Finance Director/Recorder



Kalmiopsis Elementary School  
564 Fern Avenue  
Brookings OR 97415  
(541) 469-7417 Fax (541) 469-0413

Handled  
out @  
9/25/00  
mtg

September 22, 2000

City Council  
City of Brookings  
898 Elk Drive  
Brookings OR 97415

Dear Sirs and Madams,

We would like to take this opportunity to share our gratitude and appreciation for the wonderful contribution the VIPS make to our school.


This is the 2<sup>nd</sup> year they have assisted with the school start-up. They came every morning and afternoon for two weeks to assist with the traffic control and crossing. This allows teachers and school personnel to focus on getting our kids and parents settled.


The VIPS and Kalmiopsis have developed a relationship of mutual trust and respect. Their efforts towards keeping our campus and children safe and happy have been invaluable.

Safety City, Eddie Eagle and joining school events have had a very positive impact on our children.

We commend our local VIPS and thank the city for supporting them and making them available to our school and community.

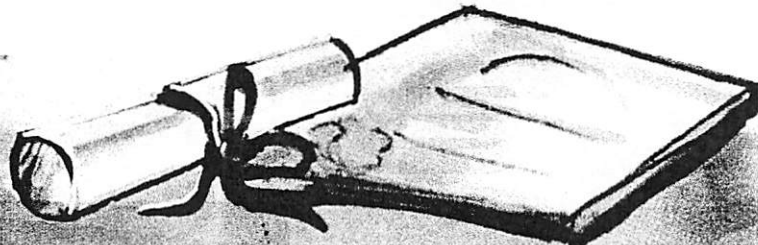
Sincerely,

  
Chris McKay  
Principal

  
Paul Schoenborn  
Vice Principal

CC: Barbara Palaki  
Chief Ken Lewis  
Paul Prevenas

**received**  
9-25-00





Handed  
out to  
9/25/  
CE/mly

To: City of Brookings Mayor and Common Council  
From: Don Nuss  
Subject: Update on Chamber Disclosure  
Date: 9/25/00

At this time last year I made requests for lawful disclosure of the minutes and financial information from the Brookings-Harbor Chamber of Commerce. In November 1999, I came to the City of Brookings with overwhelming evidence that the Chamber of Commerce was not complying with Oregon law. I came to the City for help because tax dollars are helping to support this non-profit entity.

I asked you to use the power of purse and compel the Chamber to comply with the law. The City of Brookings chose to protect its friends and family at the Chamber. By denying members of the Chamber access to Chamber documents the City was directly involved in a chain of events that need public notice.

In January I contacted the membership directly with concerns of policy and asked for support and money to hire an attorney to enforce Oregon disclosure laws at the Brookings-Harbor Chamber of Commerce. Many members were more than happy to give money toward this action. In February other members and I retained attorney Randall Tosh from Coos Bay.

To date I have received incomplete and unverifiable documents that beg for a court ordered inspection.

The Chamber has chosen to answer these concerns by closing its books, closing its meetings and now excommunicating honest members out of the Chamber. These red flags must be addressed by an honest independent investigation.

Thank you,



Don Nuss  
808 Pioneer Rd.  
Brookings OR 97415

# Memorandum

51

**TO:** Mayor & Council  
**THRU:** Leroy Blodgett, City Manager *LB*  
**FROM:** Gail L. Hedding, Finance Director/Recorder *Gail*  
**DATE:** September 25, 2000  
**RE:** Accrued Sick Leave/PERS Retirement



*Handed  
out @  
9/25/00  
mte*

**Issue:**

The City of Brookings has not made the election for accrued sick leave to be a part of the PERS retirement calculation.

**Background:**

Each employer within the PERS retirement system may elect to include accrued sick leave in the calculation of retirement benefits. In talking with our PERS representative, the City of Brookings has not notified PERS of that election. In reviewing the union contract for our police department, it came to our attention that the contract states "Upon termination of employment with the City, one-half of the employee's unused sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules." Therefore, for the police union employees the election needs to be made to include accrued sick leave so the PERS administrative process is consistent with the contract requirements.

We have had no union members retire since the contract has become effective, however, there have been three separations. In the case of separations, the sick time should be reported so it can be properly carried over to the next public employer, if appropriate.

It has been the practice of the City of Brookings that benefits are identical between union and non union employees.

In discussing the impact of accrued sick time with the PERS representative, he indicated that with our cap of 576 hours, it is unlikely the sick leave accrual will have an impact on either the retirement calculation or the PERS rate.

**Recommendation:**

Council approve the City of Brookings to make an election to include accrued sick leave in the retirement calculation for employees.

**PARK AND RECREATION COMMISSION MEETING**  
August 24, 2000

**ROLL CALL**

Present: Mickelson, Canfield, Fritz, Prevanus, Kofoet, Shute, Blodgett. Excused absent: L. Williams, Nowlin.

**MINUTES**

A motion was made, (s) and passed 7-0 to approve the minutes of the July 27, 2000 meeting as written.

**STOUT PARK**

N. Shute had nothing new to report.

**CHETCO POINT PARK**

C. Mickelson had nothing new to report.

**SOFTBALL/SOCCER FIELDS**

P. Prevanus had nothing new to report other than the fields appear to be well used.

**PARK MASTER PLAN**

R. Fritz reported that he has been studying the park plans he has received. He plans to meet with a park person from the city of Medford. He feels that there needs to be a 3 prong approach in the plan--city background, demographics, and needs of everyone from children to seniors. It should then be possible to then know where to start looking for money sources.

**SKATE PARK**

C. Mickelson stated that the first meeting of the special committee will be 8/31/00. What ever site is chosen, the good neighbor policy is a top priority.

**LIAISON REPORTS**

N. Canfield reported for L. Williams that there was no July Azalea Park Foundation meeting. Weeding continues every 2 weeks at Azalea Park.

**COMMISSIONER COMMENTS**

C Mickelson reported that he will be absent from the September meeting and appointed P Prevanus to chair that meeting.

Motion to adjourn: passed.

Respectly submitted. N. Canfield.

*8/29/00 - pc to Leo Lightle & Dennis Barber, City Mgr*

**MINUTES  
BROOKINGS PLANNING COMMISSION  
REGULAR MEETING  
September 5, 2000**

The regular meeting of the Brookings Planning Commission was called to order by Chair Ted Freeman, Jr. at 7:00 p.m. in the Council Chambers at Brookings City Hall on the above date with the following Commission members and staff in attendance.

Jim Collis	Rick Dentino	John Bischoff, Planning Director
Judi Krebs	Richard Gyuro	Linda Barker, Secretary
Ted Freeman, Jr.	Vikki Nuss	

Commissioner Howe was not present at the meeting.

**CHAIRPERSON ANNOUNCEMENTS**

Chair Freeman announced that agenda item 7.2 , File No. MP-1-99/FIN had been canceled and would not be considered by the Planning Commission at this meeting.

Chair Freeman also introduced new City Manager Leroy Blodgett who spoke briefly on the improvements that have been made to the city's public access television broadcast system.

**MINUTES**

By a 5-0 vote (motion: Commissioner Krebs, second: Commissioner Freeman, Commissioner Dentino abstaining as he was not present at the July 5 meeting) the Planning Commission approved the minutes of the July 5, 2000, regular meeting as written.

By a 4-0 vote (motion: Commissioner Krebs, second: Commissioner Dentino, Commissioners Freeman and Gyuro abstaining as they were not present at the August 1 meeting) the Planning Commission approved the minutes of the August 1, 2000, regular meeting as written.

**THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON FINAL ORDERS**

None

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

By a 6-0 vote (motion: Commissioner Krebs, second: Commissioner Gyuro) the Planning Commission approved a request for an extension of time and gave final map approval for MP-1-99/FIN, a major partition dividing an 11.77 acre parcel of land into two lots of 1.0 acre and 10.77 acres and dedicating a new street segment which is an extension of Wharf Street north from its westerly end to intersect with Center Street.

**THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION IN THE PUBLIC HEARINGS**

1. By a 6-0 vote (motion: Commissioner Krebs, second: Commissioner Nuss) the Planning Commission approved (File No. CUP-9-97/MC-1) a request for a minor change to a previously approved conditional use permit to allow the addition of approximately 9,055 sq.

ft. to the existing residential care facility, located on a 16.96 acre parcel on the south side of Parkview Drive approximately 624 feet east of Highway 101, more specifically 984 Parkview Drive; zoned R-1-6; Dr. Jitendra Patel, applicant, Richard P. Turi, representative. The approval included two additional conditions of approval, No. 18 and 19:

18. This conditional use is to allow the establishment for the care of Alzheimer patients. If, at any time in the future, the nature of the use of this facility changes to a different level of care or business, this conditional use permit will become null and void.
19. If, at any time during the operation of this facility, the number of available parking spaces cannot accommodate the demand for parking on a continuing basis, the city retains the ability to require the construction of the parking area shown on the preliminary plans submitted with this minor change request.

Before the hearing began all Commissioners present declared ex parte contact resulting from a site visit. Commissioner Nuss also declared the applicant was a customer of her business and this caused no bias. No member of the audience challenged any member of the Commission for bias or conflict of interest.

This action was taken following questions or comments regarding the request from the following:

Richard Turi	PO Box 1107	North Bend Oregon
Dr. Jitendra Patel	PO Box 760	Brookings Oregon
Margaret Robeson	PO Box 554	Brookings Oregon

The applicant waived his right to seven (7) additional days in which to submit written argument.

2. By a 6-0 vote (motion: Commissioner Krebs, second: Commissioner Dentino) the Planning Commission approved the Final ORDER and Findings of Fact for File No. CUP-9-97/MC-1 with the above listed changes to the conditions of approval.

## **THE PLANNING COMMISSION TOOK THE FOLLOWING ACTION ON COUNTY REFERRALS**

None

## **UNSCHEDULED PUBLIC APPEARANCES**

None

## **REPORT OF THE CITIZENS ADVISORY COMMITTEE**

None

## **MESSAGES AND PAPERS FROM THE CITY MANAGER**

None

**MESSAGES AND PAPERS FROM THE MAYOR**

None

**REPORT OF THE PLANNING DIRECTOR**

A date has been set for a joint meeting of the Brookings City Council and the Curry County Commissioners to hear the urban growth boundary remand items. The meeting will be held at 7:00 p.m., November 8, 2000, in the Brookings Best Western Conference Room. The Planning Commission will receive a copy of the staff report before the meeting. Mailouts are being prepared for all property owners within the city limits and the current and proposed urban growth boundary.

**PROPOSITIONS AND REMARKS FROM COMMISSION MEMBERS**

Commissioner Krebs asked about the date of the November Planning Commission meeting as the regularly scheduled date is the same as the general election. Secretary Barker will check with the County elections department to see if this is a write-in election and if it is whether the ballot collection box can be placed in the hallway that evening. She will report at the October meeting.

Following up on an item from last meeting Commissioner Nuss responded that if it lowers costs for the city the agendas can be run on white paper.

She also received clarification from Director Bischoff that curbs in front of fire hydrants do not need painting as it is unlawful to park within 10 feet of a fire hydrant.

Commissioner Krebs showed a copy of the Del Norte Triplicate with an article on Crescent City's efforts to control urban blight. She specifically indicated the northern end of Matot Street as an example of Brookings' blight. The Planning Director said the owner of that property has been in municipal court and the case was dismissed after he managed to register the cars on the lot. Commissioner Krebs added that the gate to the storage yard containing the cars is now down and a satellite dish is lying in the yard.

**ADJOURNMENT**

There being no further business before the Planning Commission, the meeting was adjourned at 8:20 p.m.

Respectfully submitted,

**BROOKINGS PLANNING COMMISSION**

  
Ted Freeman, Jr., Chair

City of Brookings

Check Register - Summary Report  
 GL Posting Period(s): 09/00 - 09/00  
 Check Issue Date(s): ALL - ALL

Page: 1  
 Oct 04,2000 10:47am

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09/00	09/01/2000	39079	316	Donald & Roberta Chandler	10-00-2005	548.00
09/00	09/01/2000	39080	918	Elston Manufacturing Inc	10-00-2005	131.00
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M = Manual Check, V = Void Check

City of Brookings

Check Register - Summary Report  
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 Oct 04,2000 10:48am

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09/00	09/07/2000	39131	166	Dan's Auto & Marine Electric	10-00-2005	464.33
09/00	09/07/2000	39132	117	Dan's Photo & Cameras	10-00-2005	23.58
09/00	09/07/2000	39133	284	Day-Wireless Systems	10-00-2005	886.50
09/00	09/07/2000	39134	185	Del Cur Supply	10-00-2005	308.75
09/00	09/07/2000	39135	984	Douglas Bouwman	10-00-2005	10.06
09/00	09/07/2000	39136	153	Ferrellgas	10-00-2005	2,549.97
09/00	09/07/2000	39137	967	Firehouse Magazine	10-00-2005	45.97
09/00	09/07/2000	39138	289	Gail Hedding	10-00-2005	36.55
09/00	09/07/2000	39139	139	Harbor Logging Supply	10-00-2005	209.30
09/00	09/07/2000	39140		Information Only Check	10-00-2005	.00 V
09/00	09/07/2000	39141		Information Only Check	10-00-2005	.00 V
09/00	09/07/2000	39142		Information Only Check	10-00-2005	.00 V
09/00	09/07/2000	39143		Information Only Check	10-00-2005	.00 V
09/00	09/07/2000	39144		Information Only Check	10-00-2005	.00 V
09/00	09/07/2000	39145	162	Kerr Hardware	10-00-2005	1,100.39
09/00	09/07/2000	39146	245	Larry Anderson	10-00-2005	8.19
09/00	09/07/2000	39147	202	League of Oregon Cities	10-00-2005	30.00
09/00	09/07/2000	39148	982	Lyle & Janet Cross	10-00-2005	7.49
09/00	09/07/2000	39149	983	Michael & Mary Cooper	10-00-2005	39.07
09/00	09/07/2000	39150	155	Mory's	10-00-2005	51.85
09/00	09/07/2000	39151	975	Nona Johnson	10-00-2005	8.75
09/00	09/07/2000	39152	979	Northwest Regional Magazines	10-00-2005	81.70
09/00	09/07/2000	39153	884	NRA Sales Office	10-00-2005	226.70
09/00	09/07/2000	39154	864	OR State Police	10-00-2005	110.00
09/00	09/07/2000	39155	144	OR Teamster Employers Trust	10-00-2005	6,617.38
09/00	09/07/2000	39156	189	OR Teamster Employers Trust	10-00-2005	14,586.43
09/00	09/07/2000	39157	974	Oregon Chapter 31, IAAI	10-00-2005	20.00
09/00	09/07/2000	39158	206	Pitney Bowes, Inc	10-00-2005	250.25
09/00	09/07/2000	39159	227	Pract & Prof Property Mgmt	10-00-2005	29.20
09/00	09/07/2000	39160	187	Quality Fast Lube & Oil	10-00-2005	29.95
09/00	09/07/2000	39161	181	Ramcell of Oregon	10-00-2005	182.76
09/00	09/07/2000	39162	985	Randall Knight	10-00-2005	7.90
09/00	09/07/2000	39163	214	Regence Life & Health Ins	10-00-2005	233.02
09/00	09/07/2000	39164	199	Richard Harper	10-00-2005	69.00
09/00	09/07/2000	39165	976	Sutter Coast Hospital	10-00-2005	82.95
09/00	09/07/2000	39166	213	Teamsters Local Union 223	10-00-2005	510.00
09/00	09/07/2000	39167	156	That Special Touch Florist	10-00-2005	117.00
09/00	09/07/2000	39168	981	Tim & Stacy King	10-00-2005	9.75
09/00	09/07/2000	39169	161	United Communications Inc	10-00-2005	572.08
09/00	09/07/2000	39170	990	United Parcel Service	10-00-2005	31.50

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Per	Date	Check No	Vendor No	Payee	Check GL Account Number	Amount
09/00	09/07/2000	39171	136	United Pipe & Supply Co Inc	10-00-2005	1,285.86
09/00	09/07/2000	39172	772	Willamette Valley Company	10-00-2005	37.50
09/00	09/07/2000	39173	917	VOID	10-00-2005	.00
09/00	09/14/2000	39174	724	Advanced Graphix Inc	10-00-2005	270.00
09/00	09/14/2000	39179	103	Amazing Computers	10-00-2005	4,958.75
09/00	09/14/2000	39180	150	Any Time Coffee Service	10-00-2005	20.50
09/00	09/14/2000	39181	922	Brian & Connie Bay	10-00-2005	55.00
09/00	09/14/2000	39182	988	Brookings Harbor Ford	10-00-2005	135.81
09/00	09/14/2000	39183	276	Brookings Harbor Medical Ctr	10-00-2005	214.00
09/00	09/14/2000	39184	251	Brookings Sports Unlimited	10-00-2005	9.00
09/00	09/14/2000	39185	989	California Contractors Supply	10-00-2005	334.20
09/00	09/14/2000	39186	305	Chief Supply	10-00-2005	49.98
09/00	09/14/2000	39187	112	Ciba Specialty Chemicals	10-00-2005	2,447.55
09/00	09/14/2000	39188	980	Clackamas County	10-00-2005	640.00
09/00	09/14/2000	39189	183	Colvin Oil Company	10-00-2005	1,861.20
09/00	09/14/2000	39190	195	Curry Transfer & Recycling	10-00-2005	75.11
09/00	09/14/2000	39191	129	David Evans & Associates, Inc	10-00-2005	1,439.00
09/00	09/14/2000	39192	484	Department of Motor Vehicles	10-00-2005	52.00
09/00	09/14/2000	39193	196	DHR Child Support Unit	10-00-2005	203.08
09/00	09/14/2000	39194	250	DHR Child Support Unit	10-00-2005	278.31
09/00	09/14/2000	39195	145	EBS Trust	10-00-2005	68.00
09/00	09/14/2000	39196	105	First Impressions	10-00-2005	519.21
09/00	09/14/2000	39197	343	FNW Queen Pump	10-00-2005	584.40
09/00	09/14/2000	39198	338	GC Systems Inc	10-00-2005	931.29
09/00	09/14/2000	39199	327	Goldsmith Company	10-00-2005	356.45
09/00	09/14/2000	39200	154	Hagen's Dry Cleaners	10-00-2005	48.10
09/00	09/14/2000	39201	440	Jess Oliver	10-00-2005	19.95
09/00	09/14/2000	39202	959	John's Produce	10-00-2005	99.80
09/00	09/14/2000	39203	122	Ken Lewis	10-00-2005	5.07
09/00	09/14/2000	39204	525	Mark Haglund	10-00-2005	158.36
09/00	09/14/2000	39205	911	Nancy Corrigan	10-00-2005	19.24
09/00	09/14/2000	39206	910	OR Department of Justice	10-00-2005	115.38
09/00	09/14/2000	39207	177	Oregon Medical Laboratories	10-00-2005	150.00
09/00	09/14/2000	39208	995	PacWest Food II Inc	10-00-2005	25.00
09/00	09/14/2000	39209	205	PERS Retirement	10-00-2005	7,686.74
09/00	09/14/2000	39210	133	Planners Training Team	10-00-2005	52.00
09/00	09/14/2000	39211	187	Quality Fast Lube & Oil	10-00-2005	62.85
09/00	09/14/2000	39212	646	Quartermaster	10-00-2005	209.70
09/00	09/14/2000	39213		Information Only Check	10-00-2005	.00 V
09/00	09/14/2000	39214	207	Quill Corporation	10-00-2005	748.23
09/00	09/14/2000	39215		Information Only Check	10-00-2005	.00 V
09/00	09/14/2000	39216	180	Ray's Food Place	10-00-2005	558.88
09/00	09/14/2000	39217	257	Ron Bodman Construction	10-00-2005	298.10
09/00	09/14/2000	39218	278	Ron Plaster	10-00-2005	420.00
09/00	09/14/2000	39219	987	State of Oregon	10-00-2005	10.00
09/00	09/14/2000	39220	179	Trew, Cyphers & Meynink	10-00-2005	2,011.50
09/00	09/14/2000	39221	978	U.S. Bank	10-00-2005	3,234.64
09/00	09/14/2000	39222	136	United Pipe & Supply Co Inc	10-00-2005	60.00
09/00	09/14/2000	39223	991	Verizon Northwest	10-00-2005	1,485.47
09/00	09/14/2000	39224	248	Vic Williams	10-00-2005	45.00
09/00	09/14/2000	39225	157	Viking Office Products	10-00-2005	234.62
09/00	09/14/2000	39226	686	Worlton Auto Body	10-00-2005	2,747.00
09/00	09/14/2000	39227	253	Xerox Corporation	10-00-2005	966.24
09/00	09/21/2000	39228	1004	Adrienne Hodge	10-00-2005	7.98
09/00	09/21/2000	39229	103	Amazing Computers	10-00-2005	2,840.00
09/00	09/21/2000	39230	167	American Sigma	10-00-2005	525.50
09/00	09/21/2000	39231	190	Bankcard Center	10-00-2005	450.15

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09/00	09/21/2000	39232	138	Becco, Inc	10-00-2005	49.00
09/00	09/21/2000	39233	305	Chief Supply	10-00-2005	445.92
09/00	09/21/2000	39234	820	CMI Business Systems	10-00-2005	65.00
09/00	09/21/2000	39235	195	Curry Transfer & Recycling	10-00-2005	90.47
09/00	09/21/2000	39236	958	Delaney's Bakery	10-00-2005	60.00
09/00	09/21/2000	39237	1003	Dennis & Sandra Kalista	10-00-2005	38.94
09/00	09/21/2000	39238	371	DEQ Business Office	10-00-2005	27.84
09/00	09/21/2000	39239	998	Don Hodges	10-00-2005	26.86
09/00	09/21/2000	39240	996	Frank Crouch	10-00-2005	30.96
09/00	09/21/2000	39241	113	Fred Meyer	10-00-2005	1,317.03
09/00	09/21/2000	39242	119	Gall's Inc	10-00-2005	517.43
09/00	09/21/2000	39243	327	Goldsmith Company	10-00-2005	128.75
09/00	09/21/2000	39244	198	Grants Pass Water Lab	10-00-2005	133.00
09/00	09/21/2000	39245	131	HGE, Inc	10-00-2005	686.00
09/00	09/21/2000	39246	394	Internet Technologies Inc	10-00-2005	136.00
09/00	09/21/2000	39247	1007	John Babin	10-00-2005	12.36
09/00	09/21/2000	39248	1005	Karla Rogers	10-00-2005	41.30
09/00	09/21/2000	39249	262	Kim Hunnicutt Court Reporting	10-00-2005	10.00
09/00	09/21/2000	39250	997	Kurt Kessler	10-00-2005	10.00
09/00	09/21/2000	39251	245	Larry Anderson	10-00-2005	24.81
09/00	09/21/2000	39252	992	Motorola Credit Corporation	10-00-2005	72,564.17
09/00	09/21/2000	39253	424	Munnel & Sherrill	10-00-2005	36.45
09/00	09/21/2000	39254	784	North Coast Paving & Rock	10-00-2005	510.32
09/00	09/21/2000	39255	279	One Call Concepts, Inc	10-00-2005	29.70
09/00	09/21/2000	39256	441	PBCC	10-00-2005	290.80
09/00	09/21/2000	39257	207	Quill Corporation	10-00-2005	22.70
09/00	09/21/2000	39258	985	Randall Knight	10-00-2005	5.27
09/00	09/21/2000	39259	379	Rick Hiser	10-00-2005	75.00
09/00	09/21/2000	39260	169	Roto Rooter of Curry County	10-00-2005	143.65
09/00	09/21/2000	39261	380	Stadelman Electric	10-00-2005	853.52
09/00	09/21/2000	39262	170	Umpqua Research Co	10-00-2005	405.00
09/00	09/21/2000	39263	136	United Pipe & Supply Co Inc	10-00-2005	1,300.00
09/00	09/21/2000	39264		Void Check	10-00-2005	.00 V
09/00	09/21/2000	39265	269	WW Grainger	10-00-2005	180.19
09/00	09/21/2000	39266	192	Brown & Caldwell	10-00-2005	39,478.86
09/00	09/21/2000	39267	131	HGE, Inc	10-00-2005	156.00
09/00	09/21/2000	39268	134	Stuntzner Engineering	10-00-2005	2,222.00
09/00	09/21/2000	39269	917	VOID	10-00-2005	.00
09/00	09/21/2000	39270	917	Wm. H. Reilly & Co	10-00-2005	69.25
09/00	09/28/2000	39271	303	Associated Bag Company	10-00-2005	35.90
09/00	09/28/2000	39272	174	Barbara Palicki	10-00-2005	100.00
09/00	09/28/2000	39273	138	Becco, Inc	10-00-2005	29.99
09/00	09/28/2000	39274	148	B-H Chamber of Commerce	10-00-2005	5,717.37
09/00	09/28/2000	39275	313	Brookings Vol Firefighters	10-00-2005	2,083.33
09/00	09/28/2000	39276	159	CAL/OR Insurance Specialist	10-00-2005	1,279.10
09/00	09/28/2000	39277	370	CCIS	10-00-2005	7,338.19
09/00	09/28/2000	39278	1010	Charlene Dunn	10-00-2005	21.64
09/00	09/28/2000	39279	745	Chetco Senior Center	10-00-2005	240.00
09/00	09/28/2000	39280	183	Colvin Oil Company	10-00-2005	1,806.58
09/00	09/28/2000	39281	182	Coos-Curry Electric	10-00-2005	4,153.84
09/00	09/28/2000	39282	1000	Custom Oregon Product Supplies	10-00-2005	156.95
09/00	09/28/2000	39283	196	DHR Child Support Unit	10-00-2005	203.08
09/00	09/28/2000	39284	250	DHR Child Support Unit	10-00-2005	278.31
09/00	09/28/2000	39285	498	Dictaphone Corp	10-00-2005	983.00
09/00	09/28/2000	39286	316	Donald & Roberta Chandler	10-00-2005	548.00
09/00	09/28/2000	39287	994	Hughes Fire Equipment	10-00-2005	99.45
09/00	09/28/2000	39288	968	Keller Leisure Supply	10-00-2005	255.00

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09/00	09/28/2000	39289	121	Lane County, Finance	10-00-2005	850.00
09/00	09/28/2000	39290	1015	Leroy Blodgett	10-00-2005	235.95
09/00	09/28/2000	39291	1011	Linda Martin	10-00-2005	12.77
09/00	09/28/2000	39292	299	Lorings Sporting Goods	10-00-2005	348.25
09/00	09/28/2000	39293	339	Mike Cooper	10-00-2005	106.00
09/00	09/28/2000	39294	1002	Northside Truck & Equipment	10-00-2005	7,562.00
09/00	09/28/2000	39295	910	OR Department of Justice	10-00-2005	115.38
09/00	09/28/2000	39296	401	Oregon State Police	10-00-2005	300.00
09/00	09/28/2000	39297	402	Patti Slupski	10-00-2005	27.00
09/00	09/28/2000	39298	205	PERS Retirement	10-00-2005	7,932.46
09/00	09/28/2000	39299	322	Postmaster	10-00-2005	500.00
09/00	09/28/2000	39300	493	Ray Allen Manufacturing	10-00-2005	213.10
09/00	09/28/2000	39301	214	Regence Life & Health Ins	10-00-2005	233.38
09/00	09/28/2000	39302	199	Richard Harper	10-00-2005	436.50
09/00	09/28/2000	39303	278	Ron Plaster	10-00-2005	2,000.00
09/00	09/28/2000	39304	1012	Rural Development Initiatives	10-00-2005	250.00
09/00	09/28/2000	39305	330	Slater Communications	10-00-2005	186.10
09/00	09/28/2000	39306	956	Suiter's Paint & Body	10-00-2005	558.55
09/00	09/28/2000	39307	1014	SWOCC Curry Program	10-00-2005	284.75
09/00	09/28/2000	39308	295	Tsunami Computer Service	10-00-2005	19.95
09/00	09/28/2000	39309	1013	U.S. Bank	10-00-2005	20.00
09/00	09/28/2000	39310	170	Umpqua Research Co	10-00-2005	230.00
09/00	09/28/2000	39311	136	United Pipe & Supply Co Inc	10-00-2005	1,785.00
Totals:						<u>291,010.23</u>

## BUILDING DEPARTMENT ACTIVITIES SUMMARY

For Month of September, 2000

No.	Building	Permit Fee	Plan Check Fee	Surcharge	SDF's	Value Current Month	No. to Date	Total to Date	No. Last Yr	Total Last Year
3	Single Family Dwelling	\$1,459.00	\$948.35	\$0.00	\$13,401.00	\$363,159.00	31	\$4,022,339.50	24	\$3,331,633.82
1	Single Family Addition	\$56.50	\$0.00	\$3.96	\$0.00	\$6,000.00	19	\$289,218.12	38	\$461,318.08
2	Single Family Garage-Carport	\$209.00	\$135.86	\$14.63	\$0.00	\$26,748.00	12	\$134,138.80	11	\$106,255.56
1	Two Family Residential	\$615.50	\$400.00	\$43.09	\$7,340.00	\$172,338.00	2	\$333,554.00	1	\$88,775.00
0	Multi-Family Residential Apts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$209,334.00	1	\$1,225,823.00
0	Commercial New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$119,987.36	1	\$42,020.00
1	Commercial Addition-Change	\$56.50	\$0.00	\$3.96	\$0.00	\$5,000.00	8	\$1,125,845.00	22	\$814,380.09
0	Churches	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	2	\$27,035.00	0	\$0.00
0	School Repair-Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$2,000.00	1	\$2,000.00
0	Building Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	5	\$0.00	1	\$500.00
2	Misc.-Retaining Wall-Fence	\$77.00	\$50.04	\$5.39	\$0.00	\$5,500.00	11	\$35,288.00	2	\$2,700.00
10	Total Building Permits	\$2,473.50	\$1,534.25	\$173.15	\$20,741.00	\$578,745.00	94	\$6,298,739.78	102	\$6,075,405.55
6	Mechanical Permits	\$141.60	N/A	\$9.91		N/A	60	N/A	55	N/A
6	Plumbing Permits	\$285.60		\$19.99	\$0.00	N/A	45	N/A	33	N/A
0	Manufactured Home Permits	\$0.00		\$0.00	\$0.00	N/A	2	N/A	3	N/A
22	TOTAL PERMITS	\$2,900.70	\$1,534.25	\$203.05	\$20,741.00	\$578,745.00	201	\$6,298,739.78	193	\$6,075,405.55
	Total Year to Date Calculated Fees	\$29,278.90	\$17,942.25	\$2,036.99	\$174,816.00					
	1999 YTD Calculated Fees	\$27,686.74	\$13,962.53	\$1,495.83	\$153,190.00					

In August, 2000 Harbor issued permits for 1.6 EDUs.

During the Month of September, 2000, Brookings issued permits for 5.00 new sewer connections. The City of Brookings now has 377.54 EDU Units connected to the Brookings Wastewater System since the signing of the MAO.