

MINUTES  
BROOKINGS COMMON COUNCIL  
CITY OF BROOKINGS  
June 10, 1980

The meeting was called to order by Mayor Elmer Hitchcock at 8:02 p.m.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

Members present were: Councilman Darrel Allsup, Robert Earle and Roy Brimm.

Staff present were: Praecilla Pruitt, Secretary. Also present was City Attorney John Contrakon and City Engineer Richard Nored.

III. APPROVAL OF MINUTES

MOTION by Councilman Earle, seconded by Councilman Allsup that the minutes of May 7, 12, 13, 14, 19 (a.m. & p.m.), 21 and 30, 1980 be approved. Motion carried unanimously.

IV. COMMUNICATIONS

1. Letter from Brookings-Harbor Chamber of Commerce thanking Council for gift of garbage receptacle.

Mayor Elmer Hitchcock read the letter.

2. Presentation by Tony Anusich concerning City Housing Authority Co-operation Agreements.

Mr. Anusich was not in attendance to give the presentation.

V. APPOINTMENTS

MOTION by Councilman Earle, seconded by Councilman Allsup that Lucile Peterson be appointed as temporary City Recorder and be allowed to post notices of election in accordance with the City Charter, and further that all Department Heads and Supervisors of the City will co-ordinate their administrative activities with Mrs. Peterson for a period beginning this date and through July 30, 1980. Motion carried unanimously.

VI. PUBLIC PARTICIPATION

A question was asked how they would hire a new City Manager and Mayor Hitchcock replied that it would be advertised.

VII. CITY ENGINEER'S REPORTS

1. Report on request from Marvin H. Pope to straighten Ransom Street at the corner of Fifth Street.

The City Engineer stated that a survey had been requested by the Council, and there was an old survey submitted with a hand drawn map showing an encroachment on Mr. Pope's property. He did not feel that the City was under any obligation since the street was there for a long time. If the City desired to straighten up Ransom Street it would be the Council's decision. There was discussion about the cost and the Engineer stated that Mr. Pope had requested that the City take the material on his property and move it across the street. Councilman Earle stated that it should be tabled until we know about the finances.

MOTION by Councilman Allsup, seconded by Councilman Earle that the matter be tabled. Motion carried unanimously.

VIII. CITY ATTORNEY'S REPORTS

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Brookings Common Council  
Regular Meeting  
June 10, 1980

1. Annexation Ordinance for proposed Pacific Grove Subdivision detailing new boundaries established by City.  
Ordinance No. 338 was read in its entirety.

MOTION by Councilman Earle, seconded by Councilman Brimm that we adopt Ordinance No. 338. Motion carried unanimously.

The Ordinance was to be read again at the July 30, 1980 meeting.

2. Resolution for withdrawal of proposed Pacific Grove Subdivision annexation from the Dawson Fire District date certain for public hearing.  
Resolution No. 253 was read in its entirety. There was no action taken.

3. The City Attorney informed the Council that the City owes the County \$60,000 which was due April 17, 1980. He suggested that the City pay the County \$6,000 on or before the end of the month and then issue a short term note for \$54,000 which would be turned into a refund bond.

MOTION by Councilman Earle, seconded by Councilman Allsup that we pay \$6,000 and enter into an agreement to pay the balance of \$54,000 over a period of years through our Water Enterprise Fund. Motion carried unanimously.

4. The City Attorney stated that he had been requested to look into the Senior Housing Project. He felt that there were some points about the agreement that had been misunderstood but Mr. Anusich would discuss it with the Council. Councilman Earle was not against housing for Senior Citizens, but felt it would cost the taxpayers \$600,000,000,000. The Government was subsidizing low cost housing development and pushing the private contractors out of business. He stated that on the second page, Paragraph 2 of the contract states that payments in lieu of taxes shall be paid at the end of each fiscal year established for such project and would be equal to 10% of the shelter rent. Councilman Earle contended that the agreement was under Section 8 or low cost housing and not for Senior Citizens.

MOTION by Councilman Brimm, seconded by Councilman Allsup that we table the matter until the next meeting. Motion carried unanimously.

5. The Attorney stated that he had been requested to inventory all the property of the City of Brookings and he had gathered all the deeds at City Hall and those indexed at the Gold Beach Courthouse. He further stated that the reason Easy Manor Park was on the foreclosure list was that the streets, rights-of-way and easements had been dedicated to the City, but there was no actual grant of the Park property to the City by the man that had created the Subdivision. The property had been listed as an unknown owner.
6. The City Attorney informed the Council that he had been working with Chief Babb and Judge Rice to streamline the procedure for citations issued for major traffic offenses, misdemeanor complaints filed by the Police officers, as well as the citizens themselves that wish to file complaints.
7. The City Attorney asked the Council if they desired any further change in the business license Ordinance. Councilman Earle stated he would like to have a fee structure similar to Gold Beach. The City Attorney stated that the Council had requested a definition of what is a business rather than the varying rates. Councilman Earle clarified that the \$50.00 basic fee should remain, but reduce the fee for those that would sell for only one day a year.

It was the consensus of the Council that the City Attorney and the Council would look at the Gold Beach business license and it would be brought back at the next Council meeting.

8. The City Attorney stated that from a joint meeting with the Council, Planning Commission and CCOG, notices have been posted for a public hearing on the Comprehensive Plan. It would be necessary to pass an Urban Growth Area and Sphere of Influence Management Agreement between the County and the City whereby they both will inform the other of changes in the Comprehensive Plan or anything that would affect the other territory.

MOTION by Councilman Earle, seconded by Councilman Brimm that we enter into an agreement with the County. The motion carried unanimously.

The agreement was signed by the Mayor and Councilmen. The City Attorney read the Ordinance adopting the Urban Area & Sphere of Influence Management Agreement in its entirety.

MOTION by Councilman Allsup, seconded by Councilman Brimm that we adopt Ordinance No. 339. Motion carried unanimously.

MOTION by Councilman Earle, seconded by Councilman Allsup that we read Ordinance No. 339 by title only. Motion carried unanimously.

The Ordinance was read by title only.

#### IX. ADMINISTRATIVE REPORTS

1. Request from Philip L. Nelson, attorney for Riviera Heights Subdivision Developers, to amend Section 15 of Ordinance No. 115 dealing with trailers.

MOTION by Councilman Earle, seconded by Brimm that we reject the request from Mr. Nelson.

Mr. Harris contended that he had been using the trailer as an office and not a sleeping trailer and he was asking for a holding tank. He stated that there were other people in the City that were in trailers and it was not fair. Councilman Earle asked if Mr. Harris desired to put in a Dexter toilet. Mr. Harris stated that there was a bathroom in the trailer and he wanted a holding tank but must have a letter from the City. Councilman Allsup stated he felt it would be agreeable with him to give him a letter stating that he use the trailer only as an office and not a sleeping trailer or allow anyone else to live there. The City Attorney stated that there were three statutes involved. First, he was in violation of the Ordinance that states that there is only to be a trailer house in trailer parks that are approved. Second, the sewer Ordinance states that you shall not have a trailer house on any land unless you have adequate approval from the City for certain kinds of a system. If the City desires to allow a Dexter system they may do so, but the problem is that there has been no application made for what exists up there, or at any time prior to the time Mr. Harris was cited. Third, the Zoning Ordinance states that there shall be no trailers except in a PF zone or a planned unit development. That when construction plans have been approved then there is a necessity for having equipment up there and a night watchman. The Attorney suggested that an amendment to the Zoning Ordinance should be made so that there would be no construction until the construction plans are approved. After further discussion the Attorney stated that Mr. Harris was trying to get the Council to make an admission that he had been discriminated against

and he was not asking for a legislative matter. Councilman Brimm stated that when Mr. Harris comes in with his construction plans and they are passed and follows the City Ordinances then we can do something about his request. The motion was voted upon and carried unanimously.

2. Request from Darrell Salisbury concerning variance to Ordinance No. 243 regarding water meter installations for trailer courts.

Councilman Earle felt that the \$10.50 per unit might be an appropriate way rather than going into additional construction and engineering costs.

MOTION by Councilman Allsup, seconded by Councilman Brimm that the City Attorney should check the Ordinance and see what must be done to give him water and still comply with the Ordinance.

Councilman Brimm felt that a study should be made to figure out how much water he would use. A minimum could be set up and then be based on the meter reading and what went over would be distributed among the tenants. The City Attorney requested that Mr. Salisbury meet with him to discuss the facts and the attorney would apply them to the terms of the Ordinance and bring it back to the Council

X. LEGISLATIVE ACTION

1. An Ordinance declaring the City's election to receive State Revenue Sharing. Ordinance No. 337 was read in its entirety. It was to be read the second time on the 25th of June.

2. Request from Ross Jones for Council acceptance of public improvements in Phase No. 2 of Highlands Subdivision for operation and maintenance one year thereafter. The City Engineer stated that he felt that a bond would be necessary since Lots 30, 31 and 32 should not be sold or building permits issued. The City Attorney felt that either the Subdivision should be approved without those lots being included or to approve the subdivision with the restriction that building permits not be allowed before approval of the final plat is given. The City Engineer felt that he should be required to put a covenant on the plat for Lots 30, 31 and 32 so that the lots would be filled prior to the issuance of building permits.

MOTION by Councilman Allsup, seconded by Councilman Brimm that we deny this request and Mr. Ross and the City Engineer were to work this out and come back at a later meeting. Motion carried unanimously.

3. An Ordinance establishing the fourth (4th) Wednesday of the month as a second (2nd) regular scheduled monthly Council meeting.

Councilman Allsup felt that the Planning Commission should have their meeting between the two monthly Council meetings so that the Council would have time to act upon any action that the Planning Commission had taken. The Council was to get together with the Planning Commission to discuss the matter.

MOTION by Councilman Earle, seconded by Councilman Allsup that this item be tabled. Motion carried unanimously.

4. Resolution authorizing the City Finance Director to cash petty cash vouchers. Resolution No. 252 was read in its entirety.

MOTION by Councilman Earle, seconded by Councilman Allsup that we adopt Resolution No. 252. Motion carried unanimously.

5. Resolution No. 251 for interfund transfer was read in its entirety.

MOTION by Councilman Earle, seconded by Councilman Allsup that we adopt Resolution No. 251. Motion carried unanimously.

6. Amendment to Ordinance providing that water meters must be installed within one year after approval and payment.

The City Attorney questioned what would happen if you don't have the water meter hooked up at that time. Mayor Hitchcock explained that the purpose of the ordinance was for the persons that hold onto these meters and hookups for a number of years and not use them. The City Attorney stated that there was no penalty for forfeiture stated in the Ordinance. It was the consensus of the Council that it be tabled until the Attorney adds a penalty clause, and that the fee would be forfeited after one year.

XI. PAYMENT OF VOUCHERS

MOTION by Councilman Brimm, seconded by Councilman Allsup that we pay the bills in the amount of \$30,415.30. Motion carried unanimously.

XII. OTHER BUSINESS

1. A memorandum from the Finance Director stating that the final payment to the City Manager, Frank Freeman for his termination pay would be a net amount of \$7,103.07. Mayor Hitchcock requested that a stipulation be made that his check be withheld until the office and car keys which we have, the Police Commissioner's badge and credit card, if one was issued, and his original resume be inserted into his personnel file.

MOTION by Councilman Brimm, seconded by Councilman Allsup that we direct the City Recorder to write a letter to Mr. Freeman and request these items and when they are met the final check will be released. Motion carried unanimously.

2. Mayor Hitchcock stated that Mr. Wilson was unable to be present to present a check to the Fire Department for \$225.00, and that it was legal for the Fire Department to charge for going outside the District.
3. Mayor Hitchcock read a letter from the Good Samaritan Center praising the lecture and film that the Fire Chief had given at the Rest Home.
4. It was the consensus of the Council that the City Attorney would act on the Iowa Tanbark sewer project. The City Attorney stated that there was an agreement that the developer would incur the legal costs and the City Attorney and City Engineer would present a bill. The City Engineer stated that his recommendation would be not to allow Mrs. Stanhurst to connect to the sewer until the whole problem is resolved.
5. The Memorandum from the Finance Director of June 9, 1980 was read to the Council. It was the consensus of the Council that there would be two pay periods and a maximum of 25% draw if the employee so desired.

MOTION by Councilman Earle, seconded by Councilman Allsup that we accept the recommendations of the Finance Director with the exception of Resolution No. 252 which was previously passed and the pay periods, and that the Department Heads be advised of the moratorium immediately. Motion carried unanimously.

The moratorium was on purchasing of non-essential goods and services and recommendations pertaining to employee insurance benefits for the coming year.

MOTION by Councilman Allsup, seconded by Councilman Brimm that the meeting be adjourned. Motion carried unanimously.

The meeting was adjourned at 10:10 p.m. This meeting is recorded on tape and is on file in the City Recorder's office.

ATTEST:

Aug Peterson  
CITY RECORDER

G. A. Hitchcock  
MAYOR

PROPOSAL

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The Mayor and City Council  
City of Brookings  
Brookings, Oregon 97415

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the proposal is in all respects fair and without fraud, that it is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the specifications for the construction of the proposed improvements; that he has personally inspected the contemplated construction area; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the specifications; and that this Proposal is made according to the provisions and under the terms of the specifications, which are hereby made a part of this Proposal.

The Bidder agrees that if this Proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the contract with the Owner in the form of Contract specified, and will at the time of execution of the Contract deliver to the Owner the performance bond required herein, and will to the extent of his Proposal, furnish all the materials necessary to complete the work in the manner and in the time and according to the methods as specified in the specifications and required by the Engineer thereunder.

The Bidder further agrees to complete construction of all work in all respects including billing, by June 19, 1980.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, or more particularly set forth in the specifications, liquidated damages shall be paid to the Owner at the rate of Two Hundred Dollars (\$200) per calendar day until the work shall have been finished, as provided by the specifications. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the specifications and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, and that they represent a true measure of the labor and material required to perform the work including all allowance for overhead and profit for each type and unit of work called for in these specifications.

<u>ITEM</u>	<u>TOTAL FOR ITEM</u>
(01) <u>Asphaltic Concrete Surfacing Surface,</u> <u>80,000 square feet at the unit price of:</u>	
<u>Zero</u> Dollars	
and <u>forty-six</u> Cents (\$ <u>0.56</u> )	
per square foot.	\$ <u>44800<sup>00</sup></u>
TOTAL BID . . . . .	\$ <u>44800<sup>00</sup></u>

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified performance bond within seven (7) calendar days after the receipt of notification of acceptance of his proposal, then in that event, the bid security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) deposited herewith according to the conditions of the Notice to Contractors and Instructions to Bidders, shall be retained by the Owner as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the bidder shall fail or refuse to enter into the Contract for the said work and to furnish the performance bond as specified in the specifications. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on this Proposal, the Surety who will provide the performance bond will be \_\_\_\_\_ whose address is \_\_\_\_\_ (Street), \_\_\_\_\_ (City), \_\_\_\_\_ (State).

The name of the Bidder who is submitting this Proposal is Redwood Empire doing business at P.O. Box 297 (Street), Arroyo (City), California (State), which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this proposal or of the partnership, or of all persons interested in this proposal as principals are as follows:

Milton Schwartz, Pres      Borun O'Brien, Sec. & Treas.  
Robert J. King, Vice Pres      \_\_\_\_\_

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

(If Corporation)

In witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

Name of Corporation: Redwood Empire Agency

By: Robert J. King

Title: Vice Pres.

Attest: Maurice O. Harrison  
Secretary

Acknowledge Receipt of Addendum:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_



PROPOSAL

\*\*\*\*\*

The Mayor and City Council  
City of Brookings  
Brookings, Oregon 97415

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the proposal is in all respects fair and without fraud, that it is made without any connection or collusion with any person making another proposal on this contract.

The Bidder further declares that he has carefully examined the specifications for the construction of the proposed improvements; that he has personally inspected the contemplated construction area; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions or work involved, including the fact that the description of work and materials as included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the specifications; and that this Proposal is made according to the provisions and under the terms of the specifications, which are hereby made a part of this Proposal.

The Bidder agrees that if this Proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the contract with the Owner in the form of Contract specified, and will at the time of execution of the Contract deliver to the Owner the performance bond required herein, and will to the extent of his Proposal, furnish all the materials necessary to complete the work in the manner and in the time and according to the methods as specified in the specifications and required by the Engineer thereunder.

The Bidder further agrees to complete construction of all work in all respects including billing, by June 19, 1980.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, or more particularly set forth in the specifications, liquidated damages shall be paid to the Owner at the rate of Two Hundred Dollars (\$200) per calendar day until the work shall have been finished, as provided by the specifications. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the specifications and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, and that they prepresent a true measure of the labor and material required to perform the work including all allowance for overhead and profit for each type and unit of work called for in these specifications.

<u>ITEM</u>	<u>TOTAL FOR ITEM</u>
(01) <u>Asphaltic Concrete Surfacing Surface,</u> <u>80,000 square feet at the unit price of:</u>	
_____ Dollars	
<u>and fifty-three Cents (\$ 0.53c _____)</u>	
per square foot.	\$ _____

TOTAL BID . . . . . \$ 42,400.00

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified performance bond within seven (7) calendar days after the receipt of notification of acceptance of his proposal, then in that event, the bid security in the sum of 10% Dollars (\$ \_\_\_\_\_) deposited herewith according to the conditions of the Notice to Contractors and Instructions to Bidders, shall be retained by the Owner as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the bidder shall fail or refuse to enter into the Contract for the said work and to furnish the performance bond as specified in the specifications. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on this Proposal, the Surety who will provide the performance bond will be United Pacific Insurance Company whose address is 200 Market Building (Street), Portland, (City), Oregon 97201 (State).

The name of the Bidder who is submitting this Proposal is Tidewater Contractors, Inc. doing business at P.O. Box 1956 (Street), Brookings, (City), Oregon 97415 (State), which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.



BALDERREE, KILLORAN, NELSON & FREUDENBERG

ATTORNEYS AT LAW

MICHAEL S. KILLORAN  
PHILIP L. NELSON  
BENJAMIN E. FREUDENBERG  
COUNSEL  
W. W. BALDERREE

P. O. BOX 576  
133 N. W. D. STREET  
GRANTS PASS, OREGON 97112  
TELEPHONE (503) 476-0771

RECEIVED

JUN 2 - 1980

CITY OF BROOKINGS

Mayor and Council of the  
City of Brookings  
Brookings City Hall  
Brookings, OR 97415

Re: Riviera Heights Subdivision

Dear Mayor and Council Members:

The Department of Environmental Quality, through its representative in Curry County Mr. E. A. Henderson, R.S., Environmental Sanitarian, has informed the developer of Riviera Heights Subdivision that before a permit can be approved for installation of a holding tank for the job office trailer near the intersection of Old County Road and Marina Heights Drive, a letter must be received from the City of Brookings stating that there is no objection to such installation. (A copy of the letter from Mr. Henderson to the developer is attached.)

This letter is an application on behalf of Harris Miller, Inc. to obtain the foregoing permission from the City Council.

As a collateral issue, the developer feels it is very desirable that a guard or guards be allowed to stay in the office trailer overnight in order to protect the property, especially personal property, of the developer during an extended period of construction. I have been informed also that the Chief of Police has indicated that having a guard on the site would make the duties of the Police Department less onerous in its attempt to protect the property of the developer.

Unfortunately, Section 15 of Ordinance No. 115, which regulates trailer parks, provides "It is unlawful to use a trailer for living or sleeping purposes within the City of Brookings except when parked within a licensed trailer park." (One of the developers has recently been charged with a violation of this ordinance under Section 15.)

We are proposing an amendment to Section 15 so developers within the City limits would be better able at night to protect their equipment and improvements erected upon the sites during construction. The proposed Section 15, as amended, would read as follows:

BALDERREE, KILLORAN, NELSON  
& FREUDENBERG  
ATTORNEYS AT LAW

Mayor and Council of the  
City of Brookings  
Re: Riviera Heights Subdivision  
May 29, 1980  
Page 2

"It is unlawful to use a trailer for living or sleeping purposes within the City of Brookings except when parked within a licensed trailer park or except when said trailer is being used as an office trailer, or combined office and watchman's trailer, in conjunction with the development or improvement of real property within said City."

Your City Manager indicated to me some time ago that perhaps the Council would not be favorably disposed to consider such an amendment, but I do feel it would allow those developing property within the City of Brookings to assist in their self-protection and also to take a burden off the shoulders of the City police which would then be free to devote its energies to the protection of the general public without undue concern for protection of developers' equipment.

Your favorable consideration of this request regarding the amendment to the ordinance would be very much appreciated.

Very sincerely,

PHILIP L. NELSON

Philip L. Nelson

PLN:lp

cc: Harris Miller, Inc.  
Mr. John R. Coutrakon  
Brookings City Attorney  
P. O. Box 1600  
Brookings, OR 97415  
~~Mr. Frank Freeman,~~  
City Manager  
City of Brookings



Mack Arch on the Curry Coast

**COUNTY OF CURRY**

ENVIRONMENTAL SANITATION  
OFFICE

POST OFFICE BOX 696

GOLD BEACH, OREGON  
97444

PHONE NO. 247-7011, EXT. 311 OR 321

May 20, 1980

H.M.R. Developers  
11655 William Highway  
Grants Pass, OR. 97526

ATTENTION: O.D. Harris

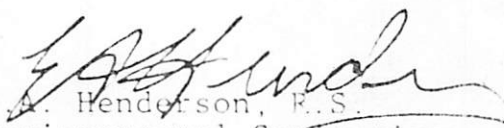
Dear Mr. Harris,

We have received and are holding your application for the installation of a holding tank for the job office on county road and Marina Heights Drive.

Before the permit can be approved, we must receive a letter from the City of Brookings that there is no objection to this installation. Also, with your permit application, a check for \$25.00 was not enclosed.

After these two conditions are met, this Department will be able to issue the permit for a holding tank. In the meantime, with the installation in place, you are in violation of Oregon Revised Statutes and may be subject to civil penalties.

Cordially,

  
E.A. Henderson, E.S.  
Environmental Sanitation

EAH:sll  
file

