

MINUTES  
BROOKINGS COMMON COUNCIL  
CITY OF BROOKINGS  
NOVEMBER 8, 1977

Due to the lack of a quorum the regular Council meeting of November 8, 1977 could not be held. The meeting was rescheduled for November 9, 1977 at 5:30 p.m. to approve payment of October bills.

NOVEMBER 9, 1977

The meeting was called to order at 5:30 p.m. by Mayor Robert L. Kerr. Members present were Councilmen: Tony Leeds, Ray Lockman, and Jack Wheeler. Also present were City Manager Al R. Hooten and Recorder-Treasurer Marjorie B. McKernan. Councilman Allsup was absent.

LEGISLATIVE ACTION:

1. AUTHORIZATION TO ADVERTISE FOR BIDS FOR FIRE DEPARTMENT PICKUP.

MOTION was made by Councilman Leeds, seconded by Councilman Lockman and carried unimously that the City Recorder advertise for bids for a pickup for the Fire Department. Bids to be opened at the December 13, 1977 regular Council meeting.

2. PAYMENT OF VOUCHERS-OCTOBER, 1977

MOTION was made by Councilman Wheeler, seconded by Councilman Lockman and carried unimously that vouchers in the amount of \$22,584.82 for the month of October, 1977 be paid.

ADJOURNMENT

MOTION was made by Councilman Wheeler, seconded by Councilman Leeds and carried unimously that the meeting be adjourned to be reconvened on November 22, 1977 at 8:00 p.m. Meeting was then adjourned at 6:10 p.m.

NOVEMBER 22, 1977

The meeting was called to order at 8:05 p.m. by Mayor pro-tem Ray Lockman. Members present were: Councilmen Tony Leeds, Darrell Allsup and Jack Wheeler. Also present were: City Manager Al R. Hooten and Recorder-Treasurer Marjorie B. McKernan. Mayor Robert L. Kerr was absent.

APPROVAL OF MINUTES-OCTOBER 11 and 12, 1977.

MOTION was made by Councilman Wheeler, seconded by Councilman Leeds and carried unimously that the minutes of October 11 and 12, 1977 be approved as presented.

MONTHLY REPORTS:

City Attorney Cameron C. Thom advised the Council on the status of the case of the City of Brookings v Brookings Utility Company, et al and read a letter from Brookings Utility Company's Attorney,

advising that to settle this case out of Court the City is to pay to the Bankus Trust the amount of \$1,710.00 which would release the City and all parties concerned from all liabilities. Mr. Thom then presented the Council with a release agreement for their approval.

MOTION was made by Councilman Leeds, seconded by Councilman Allsup and carried unimously that this release agreement be approved and the Mayor and Recorder are authorized to sign said document and pay to the Bankus Trust the amount of \$1,710.00. Copy of letter and release agreement attached to these minutes.

Consultant Engineer- Joe Stonecypher advised that some action should be taken at this meeting on the bids received on the High Level Water System Improvement Project. Bids were received on this project on September 27, 1977 which were as follows:

Schedule A- Waterlines and Pump Station  
Horton Bros. \$116,539.00

Schedule B-Water Storage Reservoir  
Horton Bros. \$103,372.00

Total Basic Bid - Horton Bros. \$219,911.00

Alternate A-Waterline Extension to Meadow Lane.  
Horton Bros. \$ 30,580.00

Alternate B-Prestressed Concrete Water Storage Reservoir  
Total Alternate-B Complete:  
Horton Bros. \$143,000.00

Alternate B-Prestressed Concrete Water Storage Reservoir  
Crom Prestressing \$ 93,000.00

MOTION was made by Councilman Allsup, seconded by Councilman Wheeler and carried unimously that the bid of Crom Prestressing in the amount of \$93,000.00 for the prestressed concrete water storage reservoir be accepted and the the Inspection on this project is to be done by HGE, INC.

Joe Stonecypher also brought up the amount of payment due to Sunset Underground who did the Chetco Avenue Water Line Project. They have approximately \$33,000.00 due from the City, but until Sunset Underground can make some arrangements to pay the balance they owe to sub-contractors which is approximately \$75,000.00 the City should hold back on their payment. Some discussion followed but no final action was taken.

LEGISLATIVE ACTION:

1. REQUEST FOR EXTENSION OF FIFTH STREET STRAIGHT TO HWY 101

A petition with more than 200 signatures was presented to the Council for the above named request due to the increased development and traffic and to allow more direct access by the Fire Department to Hwy. 101.

Frenchy Arrell-Chetco Rexall Drug, Ray Nidiffer-Sentry Market, and the Western Bank Manager spoke on behalf of this request. After some discussion the City Manager was instructed to contact the State Highway Department and City Attorney check out the deed to the property before any action could be taken.

2. HGE, INC., CORESPONDENCE REGARDING ENGINEERING SERVICES WITH THE CITY OF BROOKINGS

This letter was read in full and is made a part of these minutes.

Mayor Lockman inquired from Councilman Allsup if he would like to comment on this letter due to the fact that he had been on the Council longer than the rest of the Council and was more aware of HGE's performance as the Engineers for the City. Councilman Allsup advised that he had no comment to make. Councilman Leeds then advised that he had not seen any proof of HGE performance being in error and would first like to be advised of what the problems are before he could make a decision as to whether their services should be discontinued or not. Councilman Wheeler stated that he saw no problem in dealing with one Consultant on one project and another on a different project. No action was taken on this matter and was tabled.

3. ORDINANCE NO. 286 AN ORDINANCE AMENDING THE ZONING MAP AND COMPREHENSIVE PLAN OF THE CITY OF BROOKINGS

Ordinance No. 286 was read in full.

MOTION was made by Councilman Allsup and seconded by Councilman Leeds that Ordinance No. 286 be read the second time by title only. Roll call was as follows:

Mayor pro-tem Lockman	Aye
Councilman Leeds	Aye
Councilman Allsup	Aye
Councilman Wheeler	Aye
Mayor Kerr	Absent

Ordinance No. 286 was then read the second time by title only.

MOTION was made by Councilman Allsup, seconded by Councilman Leeds and carried unimously that Ordinance No. 286 be adopted.

4. RESOLUTION NO. 203 AGREEMENT WITH OREGON TRANSPORTATION COMMISSION FOR STREET IMPROVEMENTS ON WHARF STREET

MOTION was made by Councilman Allsup, seconded by Councilman Leeds and carried unimously that Resolution No. 203 be approved and the Mayor and Recorder be authorized to sign said Agreement.

5. ORDINANCE NO. 287 AN ORDINANCE AMENDING SECTION 4 OF THE CITY OF BROOKINGS ORDINANCE NO. 279 PROVIDING FOR SEWER USE CHARGES AND ANNUAL EVALUATION OF THIS NEW SEWER SYSTEM OF RATES AND DECLARING AN EMERGENCY- This Ordinance complies with EPA regulations,

11.

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Brookings Common Council  
City of Brookings  
November 22, 1977

Ordinance No 287 was the read in full.

MOTION was made by Councilman Allsup and seconded by Councilman Wheeler that Ordinance No. 287 be read the second time by title only. Roll call was as follows:

Mayor pro-tem Lockman	Aye
Councilman Leeds	Aye
Councilman Allsup	Aye
Councilman Wheeler	Aye
Mayor Kerr	Absent

Ordinance No. 287 was then read the second time by title only.

MOTION was made by Councilman Wheeler, seconded by Councilman Leeds and carried unimously that Ordinance No. 287 be adopted.

6. AUTHORIZATION TO ACQUIRE FEDERAL SURPLUS PROPERTY FROM THE THE OREGON STATE AGENCY FOR SURPLUS PROPERTY.

MOTION was made by Councilman Allsup, seconded by Councilman Wheeler and carried unimously that this authorization be approved and Mayor and Recorder are authorized to sign said document.

7. REQUEST FROM FLYING GULL RESTAURANT FOR APPROVAL OF A LIQUOR APPLICATION

MOTION was made by Councilman Wheeler and seconded by Councilman Allsup that this Liquor Application be approved. Councilman Leeds opposed this request. Motion carried.

SUPT. OF PUBLIC WORKS REPORT

This report was presented to the Council by Herbert Herzog, Supt. of Public Works Department. Copy of this report is attached.

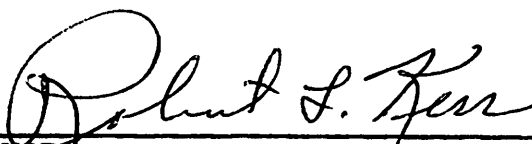
MANAGER'S REPORT

City Manager Al R. Hooten presented the Council with a proposed sub-division development ordinance and read it in full. Discussion followed and a meeting was set for Monday, 5th of December, 1977 to review this ordinance.

City Manager's report is also attached to these minutes.

ADJOURNMENT

MOTION was made by Councilman Leeds, seconded by Councilman Wheeler and carried unimously that the meeting be adjourned. The meeting then adjourned at 10:45 p.m. This meeting was recorded on tape and is on file in the Recorder's Office.

  
MAYOR

ATTEST:

  
RECORDER-TREASURER

LAW OFFICES OF  
**NEWHOUSE, FOSS, WHITTY & ROESS**

P. O. BOX 118  
444 N. FOURTH STREET  
COOS BAY, OREGON 97420

ANDREW J. NEWHOUSE  
JOHN T. FOSS  
JOHN W. WHITTY  
PAUL L. ROESS  
JON LITTLEFIELD  
G. JEFFERSON CAMPBELL, JR.  
WILLIAM A. MCDANIEL

JOSEPH A. MCKEOWN  
(807-1874)

TELEPHONE  
(503) 267-2156

November 11, 1977

Mr. Gino Pieretti  
Souther, Spaulding, Kinsey,  
Williamson & Schwabe  
Attorneys at Law  
12th Floor Standard Plaza  
Portland, Oregon 97204

Re: City of Brookings v  
Brookings Utility Company, et al  
Case No. 7548  
Your File No. 701-2S676

Dear Gino:

As you know, we have been in communication with Mr. Cameron Thom, the city attorney for the city of Brookings. It is our understanding through Mr. Thom, that the city of Brookings has agreed to a dismissal of the above entitled case and to the payment to the Bankus Trust of \$1,710.00, representing its cash disbursements in conjunction with the preparation of its defense on this suit in equity. It is further agreed that out of said sum the Bankus Trust will reimburse Fitzhugh and Baldwin for their cash disbursements in their defense of the above suit in equity and I believe their cash disbursements are approximately \$470.00.

Mr. Thom assures me that he has been in communication with you on this matter and that I am to prepare the necessary stipulated order of dismissal and releases setting forth the terms of this agreement. It is my understanding that I am to send these documents on to you for your review and approval and the city of Brookings would like to have them so that they can take official action on this matter at their next meeting. I enclose the proposed stipulated order of dismissal and releases. I have prepared the release for the signature of Mildred Bryne as trustee of the Bankus Trust. As you know, there are two other trustees, Mr. William Meyer and Mr. Allan Bankus, however, they have been in communication and are in agreement on this matter. I have also sent a copy of these documents to Syd Chandler, the attorney for the Fitzhughs and Baldwins, and I have also sent a copy of the documents to Mr. Cameron Thom, city attorney for the city of Brookings for his review or for any objections or corrections that he may feel are necessary.

Mr. Gino Pieretti  
November 11, 1977  
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I would appreciate it if you would review the matter as soon as possible in that this case is scheduled for trial on the 29th of November and we have a number of people under subpoena whom I would like to release for their convenience as soon as possible.

Thank you.

Very truly yours,

John Foss

mm

Enclosures

cc: Mr. Sydney Chandler  
Mr. Fred Starkweather  
Mr. Cameron Thom

RELEASE AGREEMENT

WHEREAS, the CITY OF BROOKINGS filed a suit in equity in the Circuit Court for Curry County against BROOKINGS UTILITY COMPANY, a dissolved Oregon corporation, WILLIAM F. MEYER, MILDRED M. BRYNE, and ALLAN BANKUS, as Trustees of the Elmer Bankus trust, hereafter referred to as the BANKUS TRUST, and against JESS W. FITZHUGH, CAROL E. FITZHUGH and DAVID J. BALDWIN and KAREN ANN BALDWIN, hereafter referred to as FITZHUGH and BALDWIN, and

WHEREAS, all the parties to said suit in equity have agreed that it is in the best interests of all to compromise and settle any and all disagreements between them, Now, Therefore,

IN CONSIDERATION of the mutual covenants and agreements contained herein, and the payment by the City of Brookings to the Bankus Trust of the sum of ONE THOUSAND SEVEN HUNDRED TEN DOLLARS (\$1,710.00) and by the payment by the Bankus Trust out of said sum of money to Fitzhugh and Baldwin of the sum of FOUR HUNDRED SEVENTY DOLLARS (\$470.00), the undersigns, individually or in their representative capacity, do hereby release and discharge each other of and from all liability, claims, demands, costs, charges, claims for indemnity, cross-claims or counterclaims, claims for contribution, specific performance and all and any other claims, past or future, which arose out of any and all agreements for the purchase and sale of the Brookings water system and land pertaining thereto under and pursuant to a Memorandum of Agreement dated July 20, 1973, by and between the City of Brookings and the Brookings Utility Company, and any subsequent sale of real property by and between the Bankus Trust and Fitzhugh and Baldwin.

It is the intent of all the parties hereto that this release includes any and all claims made, or which could have been made, in an action at law or suit in equity in Case No. 7548 in the Circuit Court for Curry County, and any claims at law or in equity which were made, or which could have been made, by way of counterclaim or cross-complaint by any of the parties hereto.

It is further agreed that except for the payments hereinabove referred to, all parties hereto will pay their own costs and attorney fees.

It is understood that all parties hereto, by making the payments set forth above and the mutual covenants and agreements, do not admit any legal liability or responsibility but do agree that any and all claims for damages or for relief in equity of whatever kind or nature arising out of the incidents referred to above, are hereby forever compromised, settled and laid to rest.

It is further agreed that Brookings Utility Company is a dissolved Oregon corporation and that the Bankus Trust was the owner and holder of the stock of said corporation prior to its dissolution, and that in executing this release agreement, the trustee or trustees of the Bankus Trust sign this agreement on behalf of the Bankus Trust and Brookings Utility Company, a dissolved corporation.

IN WITNESS WHEREOF, we have hereunto executed this release and covenant this 22nd day of November, 1977.

CITY OF BROOKINGS, a municipal corporation,

By Raymond J. Loch

BROOKINGS UTILITY COMPANY, a dissolved Oregon corporation, and WILLIAM F. MEYER, MILDRED M. BYRNE, ALLAN BANKUS Trustees of the Bankus Trust

By \_\_\_\_\_ Mildred M. Bryne

FITZHUGH & BALDWIN

By \_\_\_\_\_ Jess W. Fitzhugh

By \_\_\_\_\_ Carol E. Fitzhugh

By \_\_\_\_\_ David J. Baldwin

By \_\_\_\_\_ Karen Ann Baldwin



REPORT  
BY  
PUBLIC WORKS DEPARTMENT

NOVEMBER 22, 1977

TO: MAYOR AND COUNCIL

RE: REQUEST OF 10-28-77 CONCERNING:

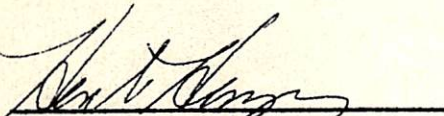
1. Ferry Creek dam - operation and maintenance of reservoir as integral part of water system.
2. Design and installation of primary water line between reservoir and treatment plant.

It has always been our plan to include the reservoir as a working back-up for emergency use in our water system. It is now evident that with some added construction, we would have the capability of using Ferry Creek for a treatable water source approximately seven months out of the year. A line would have to be installed from the reservoir to North Bank Road to intersect with the old 8" line which is not in use. With this capability we could eliminate the use of the intake pumps at our river source, and give us a better quality water to treat at our plant.

At present time we have drained the reservoir. We are allowing the surface to be washed naturally by rain. This is keeping the heavy flow of mud out of the river and allowing us to solve the silt problem naturally. The final cleaning will be facilitated by removal of the two steel plates now covering the flushing pipes. At that time, it may be necessary to use a small tractor to remove the balance of organic sludge left in the bottom of the reservoir.

We plan to pack and check all valves, and have the tower painted and sandblasted by bid. As-builts will be drawn covering valve assembly, depth of overflow pipes, etc. All unused pipes and fittings will be removed from the reservoir. To stop future contamination caused by lack of oxygen at the bottom of the reservoir, we plan to aerate the water flow at the headworks by means of a small waterfall. Also, the valve at the bottom of the reservoir will be opened slightly to cause a continuous flow of water. The overflow channel will require a small amount of cat work to satisfy recommendations made by the State Water Resource Board. We have included in our plans future maintenance as follows: (a) By-pass channel repair (b) Unsafe snag removal (c) Definite control of access to the reservoir.

It is our feeling that this program will bring the reservoir into an operating part of our water system, and maintenance could then be held to a minimum.

  
Herb Herzog  
Public Works Superintendent  
Water Treatment Division

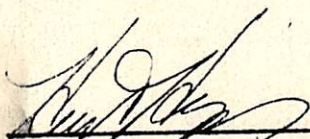
TO: / MAYOR AND COUNCIL

RE: REQUEST OF 10-28-77 CONCERNING:

6. Raw sewage contamination of inhabited areas and solutions available.

The problem which has been brought to our attention concerns the spillage of contaminated water into the North Beach area below Tanbark and Buena Vista residential district. We have taken chemical tests which show a positive presence of coliform bacteria.

Our first attempt at a solution will be a dye process to establish a possible rupture in the sewer line running from Tanbark to Easy Manor Drive. If this test is negative, the only other solution would be a septic system still in use in the area. We are presently checking to see if any properties still fall into that category. Under an existing ordinance, if we do find a property with a septic system in use, we can demand that they connect to the sewer within ninety days. One of these solutions should eliminate the contamination which is now being leached or spilled into the natural drainage area.



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Herb Herzog  
Public Works Superintendent  
Sewer Treatment Division

November 21, 1977

HH:ag

SICK LEAVE - VACATION TIME REPORT

PUBLIC WORKS

<u>EMPLOYEE</u>	<u>SICK LEAVE AVAIABLE</u>	<u>ACCRUED VACATION</u>
BARLOW, DENNIS	2½ days	4 days
CHRIST, CHARLES	0	0
EIDE, PAUL	36	10
GREEN, ALANA	0	0
HALL, DANIEL	2	5½
HERZOG, HERB	19	6
LARSEN, LARRY	4	4
LASZLO, ROD	1	0
OWENS, MICHAEL	9	10
SAPORA, CUNO	3	2½
SCOTT, WALT	3	4
SMITH, CECIL	21	11
WILLIAMS, SAM	60	13

As of November 15, 1977

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HERB HERZOG  
SUPT. PUBLIC WORKS

ITEM A subdivision development Ordinance was presented in draft status.

Three Articles:

1. Developments within Subdivisions.
2. Off site improvements of Subdivision properties.
3. Development of other Parcels of Land.

This was discussed, read in full and an additional meeting was scheduled to review this proposal for Monday, Dec. 5, 1977.

ITEM The Facility Extension Program.

A proposed agreement has been prepared and this has received no action but will be included in other development procedures in the City.

ITEM CETA Program.

Under Title VI Classification:

Utility/Laborer	Larry Larson
Meter Reader/Repair	Cuno Sapora
Public Works Secty/Clerk	Alana Green
Sewerage Plant Operator	
Trainee	Chas. Crist
Park/Recreation Maintenance	Not filled

Under Title II Classification:

Draftsman	Suzie James
Fire Inspector	Leslie Moore

ITEM The Wharf Street Easement Problem.

This was discussed and the land owner's proposal was acknowledged.

No action was taken on the issue because of City Attorney's advice that the City could not legally trade a R.O.W. to a private citizen.

It would normally be divided 50/50; part going one side of street and part going other side.

City Manager Report

November 22, 1977

ITEM Portland State Research Center.

The new City population count is 3370.


ITEM State Surplus Property Program.

Authorization of Mayor to sign as official designate was granted by Council and the papers and forms were to be signed and sent to the State Property Operator.

ITEM Re-advertising of Bond Issue for the Oxford, Maple, Cedar Street project has occurred with a bid opening scheduled for December 13, 1977 at the regular Council meeting.

ITEM The first meeting to discuss Brookings' need for a re-numbering and addressing of all residents, businesses, etc., was held on November 3, 1977 and an additional meet with this steering committee will be called.

End of Report.

  
\_\_\_\_\_  
Al R. Hooten, City Manager

ARH:cc

AUTHORIZATION OF PARTICIPANTS

RESOLUTION

"BE IT RESOLVED by the Governing Board, OR by the Chief Administrative Officer of those organizations which do not have a governing board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) is (are) listed below shall be and is (are) hereby authorized as our representative(s) to acquire federal surplus property from the Oregon State Agency for Surplus Property under the Terms and Conditions listed on the reverse side of this form."

NAME (Print or type) TITLE SIGNATURE
Robert L. Kerr Mayor
Al R. Hooten City Manager

PASSED AND ADOPTED this 22nd day of November, 1977, by the Governing Board of the City of Brookings

I, Marjorie B. McKernan, Clerk of the Governing Board of the City of Brookings do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by the Board at a regular meeting thereof held at its regular place of meeting at the date and by the vote above stated, which resolution is on file in the office of the Board.

City of Brookings Name of organization
P. O. Box C Mailing address

Brookings Curry 97415 City County ZIP Code

[Signed] Marjorie B. McKernan (Legally Authorized Official)

OR

AUTHORIZED this 22nd day of November, 1977, by:

Robert L. Kerr Name of chief administrative officer

Mayor Title

City of Brookings Name of organization

P. O. Box C Mailing address

Brookings Curry 97415 City County ZIP Code

[Signed] Robert L. Kerr (Legally Authorized Official)

## TERMS AND CONDITIONS

### (A) THE DONEE CERTIFIES THAT:

(1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1954; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the state, except with prior approval of the state agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI, Section 606, of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

### (B) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the state agency and, at the donee's expense, return such property to the state agency, or otherwise make the property available for transfer or other disposal by the state agency, provided the property is still usable as determined by the state agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

### (C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$3,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the state agency designates a further period of restriction.

(3) In the event the property is not so used as required by (C)(1) and (2) and federal restrictions (B)(1) and (2) have expired then title and right to the possession of such property shall at the option of the state agency revert to the State of Oregon and the donee shall release such property to such person as the state agency shall direct.

### (D) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B) and (C) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the state, without the prior approval of GSA under (B) or the state agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the state agency, shall be remitted promptly by the donee to GSA or the state agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, without the prior approval of GSA or the state agency, the donee, at the option of GSA or the state agency, shall pay to GSA or the state agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the state agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B) and (C) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the state agency, and shall, as directed by the state agency, return the property to the state agency, release the property to another donee or another state agency or a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the state agency.

(4) The donee shall make reports to the state agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the state agency.

(5) At the option of the state agency, the donee may abrogate the conditions set forth in (C) and the terms, reservations, and restrictions pertinent thereto in (D) by payment of an amount as determined by the state agency.

### (E) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, the state agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

### (F) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$3,000 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.



**ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED, AND SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

City of Brookings, (hereinafter called the "donee"),  
(Name of donee organization)

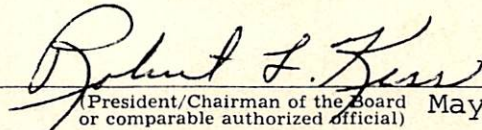
HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, to the end that no person in the United States shall on the ground of race, color, national origin, or sex, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Dated November 22, 1977

City of Brookings  
Donee Organization

BY

  
(President/Chairman of the Board or comparable authorized official) Mayor

City of Brookings

P. O. Box C

Brookings, Oregon 97415

Donee Mailing Address

APPLICATION FOR ELIGIBILITY  
FEDERAL PROPERTY UTILIZATION PROGRAM  
UNDER P.L. 94-519

Legal Name of Applicant: City of Brookings

Mailing Address: P. O. Box C Zip Code 97415

Location: Brookings County Curry

1. Application is made: a.  as a Public Agency  
b. \_\_\_\_\_ as a Nonprofit Educational or Public Health Institution (attach copy of Tax-exempt determination under Section 501 of the Internal Revenue Code of 1954)

2. Applicant is a: (See definitions)

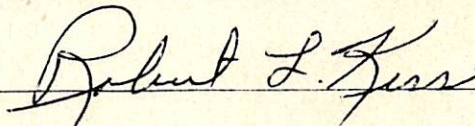
- |   |   |                                    |
|---|---|------------------------------------|
| a. _____ State Agency                                   | g. _____ School for the Physi-<br>cally Handicapped | l. _____ Child Care Center         |
| b. <input checked="" type="checkbox"/> Local Government | h. _____ Educational Radio<br>Station               | m. _____ Hospital                  |
| c. _____ School   | i. _____ Educational TV Station                     | n. _____ Health Center             |
| d. _____ College  | j. _____ Library                                    | o. _____ Clinic                    |
| e. _____ University                                     | k. _____ Museum                                     | p. _____ Other (Specify):<br>_____ |
| f. _____ School for the<br>Mentally Retarded            |   |                                    |

3. Source of funds: a.  Taxes ~~XXXXXXXXXX~~ b. \_\_\_\_\_ Grants and/or Contributions  
c. \_\_\_\_\_ Other (Describe) \_\_\_\_\_

4. Applicant is: a. \_\_\_\_\_ Accredited b. \_\_\_\_\_ Approved c. \_\_\_\_\_ Licensed  
(Attach documentary evidence substantiating Approval or Licensing)

5. When not obvious from institution's name, attach a narrative to provide:
- If a **Public Agency**, details of public program functions, activities, and/or facilities.
  - If **Nonprofit Educational**, details to include grades taught, enrollment, length of school day, weeks, and year; number and qualifications of full-time and part-time staff, and facilities operated or programs conducted.
  - If **Nonprofit Public Health**, details of services offered, number of beds where applicable, number of resident physicians, number of registered nurses, other professional staff, and facilities operated, or programs conducted.

Date November 22, 1977

Signed   
Title Mayor  
(Legally Authorized Official)

Attachments: (As required)

- Assurance of Compliance with Nondiscrimination
- Authorization of participants
- \_\_\_\_\_ Narrative program description (if required)
- \_\_\_\_\_ IRS determination (if nonprofit under Section 501 of IRS Code)
- \_\_\_\_\_ Evidence of approval, accreditation or licensing (if required)

FOR STATE AGENCY USE

- Applicant is approved as a: \_\_\_\_\_ Public Agency  
\_\_\_\_\_ Nonprofit Educational Institution  
\_\_\_\_\_ Nonprofit Public Health Institution
- Applicant is not approved \_\_\_\_\_ Comment: \_\_\_\_\_

Date \_\_\_\_\_

State Agency Approving Officer

CITY OF BROOKINGS  
VOUCHERS PAYABLE  
OCTOBER 31, 1977

<u>NAME</u>	<u>AMOUNT</u>
Acco Contractors, Inc.	\$ 930.42
Akin Motor Co., Inc.	10.60
Albert R. Allyn	4.70
American Linen Supply	100.31
Joe K. Andrews	1,225.00
Donna Ashley	42.34
Robert E. Babb	114.15
Barco Coastal Supply, Inc.	78.85
Wendell Bartholomew	50.00
Brookings Fire Department	270.00
Bearings, Inc.	31.35
Brookings-Harbor Sewing & Vacuum	21.00
Brookings-Harbor Pilot	65.10
Brookings Office Supplies	132.45
Brookings Supply, Inc.	122.89
Budge-McHugh Supply Co.	705.82
Burroughs Corporation	26.40
City-WOMF	309.25
Baker & Taylor Companies	506.23
Brodapt, Inc.	14.18
Certified Laboratories	57.84
Robert E. Chapman	114.15
Chetco Electric Co.	128.68
Chetco Rexall Drugs, Inc.	8.22
Coast Steel & Equipment, Inc.	347.06
"Command" L.E.E.Sales	24.80
Coos-Curry Electric	2,932.49
C. M. Cross	9.35
Curry County Assessor	3.00
Curry County Clerk	1.60
Curry County Communications	162.10
Del-Cur Supply Co-op	65.42
Del Norte Triplicate	9.17
Dennis Uniforms	22.72
Department of Commerce	138.12
Samuel W. Dotson	11.80
Ed & Mendys Chevron	118.48
Engineered Control Products, Inc.	122.25
Tad K. L. Engman	94.00
Avery D. Ensley, Jr.	8.45
Enviroteck Sparling	1,306.36
F & C Construction, Inc.	174.15
Finley Bros.	156.44
Gale Research Company	72.97
Gaylord Bros., Inc.	13.95
General Telephone Co.	782.90
Green Door Cafe	72.40
H. G. E., INC.	4,754.89
Hanscam's Center	4.59
Harbor Equipment	1.16
Hinds Supply Co.	1,144.44

Page No. 2-Vouchers Payable  
City of Brookings-October, 1977

<u>NAME</u>	<u>AMOUNT</u>
Homers Rent-All	19.00
Al R. Hooten	66.60
Hydronix Inc.	17.90
Suzie James	4.25
Int. Assoc. of Chiefs of Police	35.00
Josten's Library Services	24.26
Kerr Ace Hardware	199.70
Klip Stationers	20.71
Labproducts, Inc.	38.94
LaPine Scientific Co.	117.06
Littrell Parts	669.27
Christinia Lucas	125.00
Mack Trucks, Inc.	27.85
McKays	11.42
MacMillan Publishing Co., Inc.	46.37
Marjorie B. MCKernan	25.00
McInturff, Thom & Collver	350.00
Mill Beach Garden Shop	15.95
National Chemsearch	287.14
National Sheriff's Association	2,087.68
Neptune Meter Co.	38.92
Neptune Micro Floc, Inc	72.98
Niemi & Thorp Engineering	13.50
Northwest Raods	7.00
Northgate Mobil	26.54
O K Tire Store	57.74
League of Oregon Cities	7.47
Lyle K. Owens	4.70
Michael A. Owens	38.90
Pudget Sound Blueprint Co.	113.25
Pacific Water Works Supply Co., Inc.	58.75
Pacco	888.43
Paramount Pest Contrd, Inc.	8.00
Pennwalt Corp.	229.50
Petty Cash	50.08
Ray's Sentry	112.53
Edward W. Riley	12.25
South Coast Stationery	71.75
Sprouse Reitz Co., Inc.	8.34
The Crafty Bookstore	12.22
The H. W. Wilson Co.	75.00
3M-Business Products Sales	90.00
Traffic Safety Supply Co.	70.14
Tri-Co. Equipment , Inc.	203.42
U. S. Post Office	214.24
Universal Equipment, Inc.	267.94
Van Waters & Rogers	80.80
Edward S. Walsh Co. of Redding	299.58
Water Metrics Co.	448.48
Water & Sewage Works	24.00
	<hr/>
	\$25,420.55

Page No. 3-Vouchers Payable  
City of Brookings, October, 1977

<u>NAME</u>		<u>AMOUNT</u>
Brookings Cleaners	\$	108.00
Chris' Clenaing Service		108.00
Lorings Lighthouse Sporting		3.00
Hanscam's Center		55.72
Harbor Logging Supply		19.00
Marshfield Electric		75.72
Square Deal Builders Supply		542.39
Shell Oil Co.		866.48
Coos-Curry Electric		140.65
	\$	<u>27,339.71</u>
Less:		
H. G.E. ,INC.		<u>4,754.89</u>
Grand Total		<u>22,584.82</u>