## **City of Brookings**

## MEETING AGENDA

#### CITY COUNCIL

### Monday, March 26, 2018, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660 (2)(a) "To consider the employment of a public officer, employee, staff member or individual agent," under the authority of ORS 192.660 (2)(d) "To conduct deliberations with persons designated by the governing body to carry on labor negotiations," and under the authority of ORS 192.660 (2)(i) "To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing."

### CITY COUNCIL

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Oral Requests and Communications from the audience
  - 1. Committee Reports
  - 2. Public Comments on non-agenda items 5 minute limit per person.\*

### E. Staff Reports

- 1. Chamber of Commerce Map Advertisement [Pg. 3]
  - a. Advertising Info [Pg. 4]
- 2. Support Letter of Salmon Ocean Fishing [Pg. 6]
  - a. Email from Andy Martin and drat Chamber letter [Pg. 7]
  - b. Information from PFMC website [Pg. 10]
- 3. Chetco Bar Fire Grant Agreement [Pg. 16]
  - a. Notification of Award [Pg. 17]
  - b. Grant Agreement [Pg. 18]
- 4. Wild Rivers Mushroom Festival Funding [Pg. 35]
  - a. Application [Pg. 36]
- 5. Waiver of Fees for Azalea Festival and Parade [Pg. 38]
  - a. Fee Waiver Request [Pg. 39]
- 6. Waiver of Fees for Elmo Williams Day [Pg. 44]
  - a. Fee Waiver Request [Pg. 45]

#### F. Consent Calendar

- 1. Approve Council minutes for March 12, 2018 [Pg. 46]
- 2. Accept TPAC minutes for February 8, 2018 [Pg. 48]
- 3. Approve Walloferns Liquor License [Pg. 49]

- 4. Reschedule May 28 Council Meeting to May 29, 2018
- 5. Receive monthly financial report for February 2018 [Pg. 51]

#### G. Remarks from Mayor and Councilors

1. Reports from Council Liaisons

#### H. Adjournment

\*Obtain Public Comment Forms and view the agenda and packet information on-line at <a href="https://www.brookings.or.us">www.brookings.or.us</a>, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

## CITY OF BROOKINGS

## **COUNCIL AGENDA REPORT**

Meeting Date: March 26, 2018

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

<u>Subject</u>: Transient Occupancy Tax (TOT) Fund Allocation for Chamber of Commerce Map Advertisement.

#### Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate \$995 to advertise in the Chamber of Commerce Map.

#### Financial Impact:

\$995 allocated from TOT revenues set-aside for tourism promotion.

#### Background/Discussion:

A Novoprint sales representative approached Staff regarding renewing the City's ad in the upcoming reprint of the Chamber of Commerce map. The map is reprinted every three years. Pricing has not increased since the last printing. Two price points were offered: a business card size ad for a cost of \$595 or a premium (double business card size) ad for a cost of \$995. The ad includes QR technology which, when scanned by a smart phone, takes users to the City's Visitors page on the website.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of March 8, 2018. At that meeting, TPAC unanimously recommended placing a premium ad for \$995.

#### Attachment(s):

a. Advertisement info

#### **Chamber of Commerce Map Ad**

Christy McMillan of NovoPrint contacted staff regarding renewing the City's ad in the Chamber of Commerce map. This renewal occurs every three years. Below please see the ad taken out three years ago.



Ms. McMillan noted pricing has not changed, and an ad of this size (business card) is \$595. A second option she offered was a premium (double business card) for \$995. The ad does have QR technology which, when scanned by a smart phone, takes users to the City's Visitors page on the website.

Deadline to reserve ad space is April 16.



# Interactive Map & Online Business Locator

Locator is a custom designed online map and business information service that provides your business with exposure to the local business community and access to an interactive map of the community that can be accessed from your own website.

- High quality, fast loading graphics
- No confusing code
- Information remains online for the life of the publication





NovoPrint offers a complete, accurate and easy-to-use interactive mapping solution as part of the Locator package. Your Business location is pinpointed on the interactive map. A pop-up of your display ad can be accessed from the categorical advertiser list. Driving directions and a direct link to business website can be easily accessed from the pop-up.

Full search capability allows for access to your business from anywhere in the world.





740 N. Plankinton Avenue, Suite 500 | Milwaukee, Wisconsin 53203 (800) 996-MAPS (6277) | (414) 276-6654 fax www.novoprint.com

## CITY OF BROOKINGS

## **COUNCIL AGENDA REPORT**

Meeting Date: March 26, 2018	
Outsing time Donte City Manager	Simultine (submitted by)
Originating Dept: City Manager	City Manager Approval

Subject: Support Letter for Salmon Ocean Fishing Season Alternative1

#### Recommended Motion:

Motion to authorize the Mayor to execute a letter to the Pacific Fisheries Management Council supporting ocean salmon fishing season Alternative 1 for 2018.

### Financial Impact:

None.

Reviewed by Finance & Human Resources Director:

#### Background/Discussion:

The City has received a request from the Brookings Harbor Chamber of Commerce tor a letter of support to the Pacific Fisheries Management Council (PFMC) to support Alternative 1 for the ocean Salmon fishing season off Brookings.

The Port of Brookings Harbor Board of Directors is reportedly also supporting Alternative 1.

The volume of information that comprises the analysis of the alternatives for the fishing season is extensive and can be found on the PFMC website. Attached are several tables describing the alternatives and some additional information obtained from that website. The tables indicate the projected number of fish available for commercial, sport and tribal fishermen. The source of all fish in this discussion are the Sacramento and Klamath Rivers.

Essentially, the Chamber is supporting Alternative 1 because it maximizes the number of ocean Salmon fishing days. The Oregon coast season would also begin about one month ahead of the California season, which would likely attract more California anglers to Brookings Harbor, increasing overnight stays and other economic activity. The deadline for comments to the PFMC is March 30.

#### Attachment(s):

- a. Email from Andy Martin and draft Chamber letter.
- b. Information from PFMC website.

#### Gary Milliman

From:

Andy Martin

Sent:

Friday, March 16, 2018 11:30 AM

To: Cc: gmilliman@brookings.or.us roqerdwrv@gmail.com

Subject:

Salmon season letter

#### Gary,

The Brookings-Harbor Chamber of Commerce approved the below letter that today's meeting to send to the PFMC regarding ocean salmon seasons. The deadline to comment is March 30. The options for review were released Wednesday.

Andv

Andy Martin
Wild Rivers Fishing
Brookings Fishing Charters LLC
www.wildriversfishing.com
www.brookingsfishing.com
(541) 813-1082 office
(206) 388-8988 cell/text

Brookings-Harbor Chamber of Commerce

March 16, 2018

Pacific Fishery Management Council 7700 NE Ambassador Place, Suite 101 Portland, OR 97220-1384 Pfmc.comments@noaa.gov

Dear Council Members,

Sport and commercial salmon fishing is an extremely important part of the economy of the Southern Oregon Coast, as well as a key reason many people choose to live and retire in the Brookings-Harbor area.

Poor salmon fishing in recent years, including the complete closure of ocean salmon fisheries in 2017 off of Brookings, have had a negative impact on the Brookings-area economy.

We are pleased to see a rebound in Klamath River and Rogue River fall Chinook salmon runs, and the options presented for public review for the 2018 seasons.

The Brookings-Harbor Chamber of Commerce supports Option 1 for the Oregon side of the Klamath Management Zone, which would allow sport fishing for salmon May 19-Aug. 26, with a season open seven days a week. Such a season is necessary to ensure anglers will have a reasonable opportunity to fish when the salmon are present off the coast of Brookings. The Brookings area provides access for salmon fishing for the Rogue Valley (Medford-Grants Pass-Ashland), Klamath Basin (Klamath Falls) and other population centers in Southern Oregon and Northern California, and we depend on those visiting anglers to stay at local motels and RV parks, shop at local merchants and dine at local restaurants.

The chamber also supports Option 1 for the commercial troll season off of Brookings and Gold Beach, which would allow commercial fishermen to target salmon during parts of May, June, July and August.

The businesses of the Brookings-Harbor area thank you for the opportunity to provide public comment on the ocean season options for 2018.

Sincerely,

Brookings-Harbor Chamber of Commerce Board of Directors

March 20, 2018

Pacific Fishery Management Council 7700 NE Ambassador Place, Suite 101 Portland, OR 97220-1384 Pfmc.comments@noaa.gov

Dear Council Members,

The Port of Brookings Harbor Board of Commissioners supports Alternative 1 for the recreational ocean salmon season in the Klamath Management Zone, as well as Alternative 1 for the commercial troll fishery on the Oregon side of the Klamath Management Zone.

Sport salmon fishing is an important part of the economy of the Oregon Coast, especially out of Brookings, which at times has the highest sport landings of sport-caught salmon in the ocean in Oregon. Salmon fishing is not only important for businesses that cater to visitors to the coast, but also local residents who rely on ocean seasons for recreation and to catch fish to eat. Brookings is often the preferred ocean port for residents of inland communities, such as Grants Pass, Medford, Klamath Falls, Bend, Yreka, Alturas and Redding, and a season that spans several months is vital for planning vacations and providing an opportunity to fish when salmon are present off the coast of Brookings.

Many local families also rely on commercial fishing for their livelihood.

Last year's ocean salmon closure off of Brookings not only had negative impacts on the local economy, it also shifted more pressure on rockfish stocks, which in part led to the abrupt in-season closure of bottom fishing.

With a rebound in Klamath River fall chinook salmon, as well as continued healthy populations of Rogue River fall chinook salmon, Alternative 1 would provide fishing opportunities for sport and commercial fishing while still providing escapement for Sacramento, Klamath and Rogue fall chinook stocks, as well as Rogue-Klamath coho. These options would have the greatest economic impact for the Brookings area, and give local and visiting anglers the best opportunity to fish for, and catch salmon, out of the Port of Brookings Harbor.

Sincerely.

Brookings-Harbor Chamber of Commerce Board of Directors

TABLE 2. 2018 Recreational management Alternatives for	2018 Recreational management Alternatives for non-Indian ocean salmon fisheries - STT Analyzed. (Page 3 of 7)	if 7) Wednesday, March 14, 2018, 1:05 PM	
	A. SEASON ALTERNATIVE DESCRIPTIONS		
South of Cape Falcon	South of Cape Falcon	South of Cape Falcon	
ALTERNATIVE I	ALTERNATIVE II	ALTERNATIVE III	$\overline{}$
Supplemental Management Information	Supplemental Management Information	Supplemental Management Information	_
Sacramento River fall Chinook spawning escapement of 151,111 hatchery and natural area adults.     Sacramento Index exploitation rate of 34.1%.     Mamath River recreational fishery allocation: 5,762 adult Klamath River fall Chinook.     Klamath ribal allocation: 17,568 adult Klamath River fall Chinook.	Sacramento River fall Chinook spawning escapement of 164,934 hatchery and natural area adults.     Sacramento Index exploitation rate of 28,1%.     Klamath River recreational fishery allocation: 1,785 adult Klamath River fall Chinook.     Klamath tribal allocation: 17,568 adult Klamath River fall Chinook.	Sacramento River fall Chinook spawning escapement of 180,093 hatchery and natural area adults.     Sacramento Index exploitation rate of 21.5%.     Klamath River recreational fishery allocation: 1,812 adult Klamath River fall Chinook.     Klamath tribal allocation: 12,083 adult Klamath River fall Chinook.	
	<ol> <li>Overall recreational coho TAC: 40,000 coho marked with a healed adipose fin clip (marked).</li> <li>Fisheries may need to be adjusted to meet NMFS ESA</li> </ol>	<ol> <li>CA/OR share of Klamath River fall Chinook commercial ocean harvest: 76% / 24%.</li> <li>Overall recreational coho TAC: 9.800 coho in the non-</li> </ol>	
6. Fisheries may need to be adjusted to meet NMFS ESA consultation standards, FMP requirements, other management objectives, or upon receipt of new allocation recommendations from the CFGC.	consultation standards, FMP requirements, other management objectives, or upon receipt of new allocation recommendations from the CFGC.	mark-selective coho fishery.  6. Fisheries may need to be adjusted to meet NMFS ESA consultation standards, FMP requirements, other management objectives, or upon receipt of new allocation recommendations from the CFGC.	
Cape Falcon to Humbug Mt.  • March 15-October 31 (C.6), except as provided below during the all-salmon mark-selective fishery and the non-mark-selective coho fishery (C.5).	Cape Falcon to Humbug Mt.  • March15-October 31 (C.6), except as provided below during the all-salmon mark-selective coho fishery.	Cape Falcon to Humbug Mt.  • March 15-October 31 (C.6), except as provided below during the all-salmon non-mark-selective coho fishery.	
Open seven days per week. All salmon except coho, two fish per day (C.1). Chincok minimum size limit of 24 inches total length (B). See gear restrictions and definitions (C.2, C.3).	Same as Alternative 1	Same as Alternative 1	
October 1-31: The fishery is only open shoreward of the 40 fathom management line.	September 4-October 31: The fishery is only open shoreward of the 40 fathom management line.	Same as Alternative 1	
In 2019, the season will open March 15 for all salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 24 inches total length (B); and the same gear restrictions as in 2018 (C.2, C.3).	In 2019, same as Alternative 1	In 2019, same as Alternative 1	
Fishing in the Stonewall Bank yelloweye rockfish conserval 1-800-662-9825 for specific dates) (C.3.b, C.4.d).	Fishing in the Stonewall Bank yelloweye rockfish conservation area restricted to trolling only on days the all depth recreational halibut fishery is open (call the halibut fishing hotline 1-800-662-9825 for specific dates) (C.3.b, C.4.d).	onal halibut fishery is open (call the halibut fishing hotline	

TABLE 2. 2018 Recreational management Alternatives for r	es for non-Indian ocean salmon fisheries - STT Analyzed. (Page 4 of 7)	of 7) Wednesday, March 14, 2018,1:05 PM
	A. SEASON ALTERNATIVE DESCRIPTIONS	
ALTERNATIVE I	ALTERNATIVE II	ALTERNATIVE III
Cape Falcon to Humbug Mt.  All-satmon mark-selective coho fishery:  June 30 through the earlier of August 19, or a landed catch of 20,000 marked coho (C.6).	Cape Falcon to Humbug Mt.  All-salmon mark-selective coho fishery:  • June 30 through the earlier of September 3, or a landed catch of 40,000 marked coho (C.6).	Cape Falcon to Humbug Mt.
Open seven days per week. All salmon, two salmon per day. All retained coho must be marked with a healed adipose fin clip (C.1). See minimum size limits (B). See gear restrictions and definitions (C.2, C.3).	Open seven days per week. All saimon, two salmon per day. All retained coho must be marked with a healed adipose fin clip (C.1). See minimum size limits (B). See gear restrictions and definitions (C.2, C.3).	
Any remainder of the mark-selective coho quota may be transferred inseason on an impact neutral basis to the September non-selective coho quota from Cape Falcon to Humbug Mountain (C.5).		
Non-mark-selective coho fishery:  September 1-3, and each Friday through Saturday from September 7 through the earlier of September 30 or a landed catch of a 4,500 non-mark-selective coho quota (C.6). Open days may be modified inseason.		Non-mark-selective coho fishery:  Open September 1-3, and each Friday through Sunday from September 7 through the earlier of September 30 or a landed catch of a 9,800 non-mark-selective coho quota. Open days may be modified inseason. (C.6).
All salmon, two salmon per day (C.1). See minimum size limits (B). See gear restrictions and definitions (C.2, C.3).		All salmon, two salmon per day (C.1). See minimum size limits (B). See gear restrictions and definitions (C.2, C.3).
Fishing in the Stonewall Bank yelloweye rockfish conservatio 1-800-662-9825 for specific dates) (C.3.b, C.4.d).	Fishing in the Stonewall Bank yelloweye rockfish conservation area restricted to trolling only on days the all depth recreational hallbut fishery is open (call the hallbut fishing hotline 1-800-662-9825 for specific dates) (C.3.b, C.4.d).	onal hallbut fishery is open (call the hallbut fishing hotline
Humbug Mt. to OR/CA Border (Oregon KMZ)  • May 19 through August 26 (C.6).	Humbug Mt. to OR/CA Border (Oregon KMZ)  ■ June 1-17;  ■ July 1-15;  ■ August 4-12 (C.6).	Humbug Mt. to OR/CA Border (Oregon KMZ)  • May 19-July 4 (C.6).    SV
Open seven days per week. All salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 24 inches total length (B). See gear restrictions and definitions (C.2, C.3).	Same as Alternative 1	Same as Alternative 1

Table A-2. Klamath River fall Chinook ocean impacts in numbers of fish by fishery and Alternative.

Alternative I				Commercia	ercial					Alternative	afive I			Rec	Recreational	nai					
40,700 natural area spawners, 31.9% spawner reduction rate, 8.4% age-4 ocean harvest rate	Ś	, 31.9% s	pawner	reductio	on rate,	8.4% age	8-4 ocea	n harvest	rate												
Fall 2017				Summer 2018	2018		-	Summer	Year	Port		Fall 2017	7		ונט	Summer 2018	2018		S	Summer	Year
Oct-Dec	- 1	Mar	Apr	May	Jun	Jul	Aug	Total	Total	Area	Sep	Oct	Nov-Dec	Mar	Apr	May	Jun	Jul	Aug	Total	Total
0				82	38	92	271	483	483	9	0	0		0	0	0	0	33	38	71	71
0				174	219	574	1,404	2,371	2,371	8	0	0	0	0	0	2	16	71	54	146	146
0				36	199	206	142	883	883	S S		0				က	75	178	259	515	515
					1,247	1,238	1,370	3,855	3,855	Š							180	466	174	820	820
							1,743	1,743	1,938	8	0	0	0					157	68	225	225
0					758		578	1,336	1,372	SF	0	0					131	213	1	355	355
	- 1			190				190	190	WO					48	10	18	4		117	117
0				480	2,461	2,411	5,509	10,861	11,092	Total	0	0	0	0	48	18	420	1,158	605	2,249	2,249
										A 160	A learned form										
ea spawn	ers.	27.0%	pawner	reduction	on rate.	7.9% ad	6-4 000	43,596 natural area spawners, 27.0% spawner reduction rate, 7.9% age-4 ocean harvest rate	rate		alive										
Fall 2017				Summer 2018	2018		,	Summer	Year	Port		Fall 2017	7		0,	Summer 2018	2018		S	Summer	Year
Oct-Dec	o	Mar	Apr	May	Jun	Jul	Aug	Total	Total	Area	Sep	Oct	Nov-Dec	Mar	Apr	May	Jun	Jul	Aug	Total	Total
	0			22	30	73	273	431	431	9	0	0		0	0	0	0	33	56	88	89
	0			118	172	456	1,412	2,158	2,158	8	0	0	0	0	0	2	16	7	62	154	154
	0				199	207	142	848	848	8		0					42	98	90	218	218
				200	1,247	619	685	3,251	3,251	δ								467	451	918	918
							1,754	1,754	1,949	巴	0	0	0					287	89	355	355
	0						582	582	618	SF	0	0						214	1	225	225
				178				178	178	Q					48	10	6			29	29
	0			1,052	1,648	1,654	4,849	9,203	9,434	Total	0	0	0	0	48	15	89	1,158	739	2,028	2,028
										Altern	Alternative III										
ea spawr	ers,	21.2% s	pawner	reductic	n rate,	9.0% age	B-4 ocea	47,080 natural area spawners, 21.2% spawner reduction rate, 9.0% age-4 ocean harvest rate	rate												
Fall 2017				Summer 2018	2018			Summer	Year	Port		Fall 2017	7		ונט	Summer 2018	2018		S	Summer	Year
Oct-Dec	oe	Mar	Apr	May	Jun	Ju In	Ang	Total	Total	Area	Sep	Oct	Nov-Dec	Mar	Apr	May	Jun	Ы	Aug	Total	Total
	0			46	29	73	272	420	420	2	0	0		0	0	0	0	-	1	12	12
	0			97	170	452	1,410	2,129	2,129	8	0	0	0	0	0	2	4	4	42	75	75
	0									8		0				က	75	23		101	101
				1,751	1,560	619	685	4,615	4,615	Š							243	465	450	1,158	1,158
							2,391	2,391	2,586	8	0	0	0					101	68	169	169
	0								36	SF	0	0						75	1	86	86
				118				118	118	Q					48	10				58	58
	0			2,013	1,759	1,143	4,758	9,673	9,904	Total	0	0	0	0	48	18	332	629	583	1,660	1,660

12

Cape Falcon to S. End of Heceta Bank
S. End of Heceta Bank to Humbug Mt.
Humbug Mt. to OR/CA Border (Oregon KMZ)
OR/CA Border to Horse Mt. (California KMZ) 5855

Horse Mt. to Pt. Arena (Fort Bragg)
Pt. Arena to Figeon Pt. (San Francisco)
Figeon Pt. to U.S./Mexico Border (Monterey) SP SP

Table A-3. Sacramento River fall Chinook ocean impacts in numbers of fish by fishery and Aternative.

		Year	Total	305	420	450	903	1,298	13,231	5,694	22,301		Year	Total	348	447	191	942	1,843	11,244	3,965	18,979		Year	Total	89	225	168	1,220	1,065	7,794	3,484	14,044
		Summer	Total	268	420	450	903	1,073			19,150		Summer	Total	311	447	191	942	1,618	8,355	3,965	15,828		Summer	Total	52	225	168	1,220	840	4,905	3,484	10,893
		0,	Aug	92	189	117	154	412	3,007		3,974		0,	Aug	138	216	41	397	412	3,007		4,210		0,	Aug	28	146		397	412	3,007		3,990
			크	154	181	189	545	661	5,348	1,248	8,326			Jul	154	181	92	545	1,206	5,348		7,525			Jul	7	35	24	545	428	1,898		2,936
		2018	Jun	6	4	103	204		1,987	962	3,306		2018	Jun	6	4	28				481	290		2018	Jun	7	35	103	278				423
onal		Summer 2018	May	4	9	41				870	921		Summer 2018	May	4	9					870	880		Summer 2018	May	4	9	4				870	921
Recreational			Apr	2	2					2,614	2,618			Apr	2	2					2,614	2,618			Apr	2	2					2,614	2,618
Re			Mar	4	-					55724	5			Mar	4	~						5			Mar	4	τ-					03000	2
		7	Nov-Dec		0			0					7	Nov-Dec		0			0					7	Nov-Dec		0			0			
		Fall 2017	Oct	0	0	0		0	548		548		Fall 2017	Oct	0	0	0		0	548		548		Fall 2017	Oct	0	0	0		0	548		548
	ative I		Sep	37	0			225	2,341		2,603	ative II		Sep	37	0			225	2,341		2,603	ative III		Sep	37	0			225	2,341		2,603
	Alternative I	Port	Area	9	8	S S	Š	巴	R	WO	Total	Alternative II	Port	Area	2	8	8	Š	8	SF	Q	Total	Alternative II	Port	Area	2	8	8	Š	巴	SF	Q	Total
-		Year	Total	6,134	4,770	1,253	2,159	4,956	19,572	5,412	44,255		Year	Total	5,001	3,814	974	1,743	4,956	14,295	5,073	35,854		Year	Total	4,796	3,642		2,516	6,425	7,120	3,382	27,880
		Summer	Total	6,134	4,770	1,253	2,159	4,022	12,452	5,412	36,201		Summer	Total	5,001	3,814	974	1,743	4,022	7,175	5,073	27,800		Summer	Total	4,796	3,642		2,516	5,491		3,382	19,826
		٠,	Aug	1,610	939	85	591	4,022	7,175		14,421		.,	Aug	1,610	939	82	295	4,022	7,175		3,127 14,125		,	Aug	1,610	939		295	5,491			8,335
			Jul	1,686	865	547	1,122				9			Ιης	35	685	547	561				1 1			Jul	2	2		561			- 1	2,580
rcial	- 1						<del>-</del>				4,21			٦	1,335	33	Š	ũ			- 1	3,12			7	1,335	685		26				
Ĕ		2018	Jun	1,128	1,539		446 1,		5,277		8,733 4,219		2018	Jun J	Ψ,			446 5				2,900 3,12		2018			1,219 68		558 56			- 1	2,670
Com		Summer 2018	May Jun	-		342			5,277	5,412	3		Summer 2018	Jun	, 893 1,						- 1	- 1		Summer 2018	Jun	893							6,241 2,670
Commercia		Summer 2018	구	-		342			5,277	5,412	8,733		Summer 2018	Jun	893 1,	1,219		446				2,900		Surriner 2018	Jun	893	1,219		558				2,67
		Summer 2018	May Ju	-		342			5,277	5,412	8,733	otal	Summer 2018	May Jun	893 1,	1,219		446				2,900	otal	Surrmer 2018	May Jun	893	1,219		558				2,67
	6,556 Total		Apr May Ju	1,710		342			5,277	5,412	8,733	54,833 Total		Apr May Jun	1,163 893 1,	1,219		446		891	5,073	2,900	41,924 Total		Apr May Jun	958 893	799 1,219	0	558		891	3,382	2,67
	6,556 Total		Mar Apr May Ju	1,710	1,427	279 342	446	934			8,828 8,733	Alternative II 54,833 Total	Fall 2017 Summer 2018	Mar Apr May Jun	1,163 893 1,	971 1,219		441 446			5,073	7,648 2,900	Alternative III 41,924 Total	11 2017	Mar Apr May Jun	958 893	799 1,219	0	1,102 558	934	6,229 891	3,382	6,241 2,67

Cape Falcon to S. End of Heceta Bank
S. End of Heceta Bank to Humbug Mt.
Humbug Mt. to OR/CA Border (Oregon KIMZ)
OR/CA Border to Horse Mt. (California KIMZ) 5855

8 S B

Horse Mt. to Pt. Arena (Fort Bragg)
Pt. Arena to Rgeon Pt. (San Francisco)
Rgeon Pt. to U.S./Mexico Border (Monterey)

27

TABLE 1. 2018 Commercial troll management Alternatives for non-Indian ocean salmon fisheries - STT Analyzed. (Page 4 of 10)	non-Indian ocean salmon fisheries - STT Analyzed. (Page 4	of 10) Wednesday, March 14, 2018,1:04 PM
	- 1	
ALTERNATIVE I	ALTERNATIVE II	ALTERNATIVE III
<ul> <li>Humbug Mt. to OR/CA Border (Oregon KMZ)</li> <li>May 9-31;</li> <li>June 7 through earlier of June 30, or a 1,500 Chinook</li> </ul>	Humbug Mt. to OR/CA Border (Oregon KMZ) <ul> <li>June 12 through earlier of June 30, or a 1,500 Chinook quota (C.8.b);</li> </ul>	Humbug Mt. to OR/CA Border (Oregon KMZ)  Closed (C.9.a).
quota;  July 8 through earlier of July 31, or a 2,000 Chinook quota	<ul> <li>July 13 through earlier of July 31, or a 2,000 Chinook quota (C.8.b);</li> </ul>	
<ul> <li>(C.s.b);</li> <li>August 1 through earlier of August 15, or a 500 Chinook quota; (C.9.a).</li> </ul>	<ul> <li>August 1 through earlier of August 15, or a 500 Chinook quota; (C.9.a).</li> <li>Same as Alternative 1</li> </ul>	
Open seven days per week. All salmon except coho (C.4, C.7). Chinook minimum size limit of 28 inches total length		
(b, C.1). See compliance requirements (C.1) and gear restrictions and definitions (C.2, C.3). Prior to June 1, all salmon caught in this area must be landed and delivered in		
the State of Oregon.		
June 7 – August 22 weekly landing and possession limit of 50 Chinook per vessel per landing week (ThursWed.). Any remaining portion of the June Chinook quota may be transferred inseason on an impact neutral basis to the next open sturia period (C.8)	June 12-August 15 daily landing and possession limit of 20 Chinook. Any remaining portion of the June and/or July Chinook quotas may be transferred inseason on an impact neutral basis to the next open quota period (C.8).	
() () () () () () () () () () () () () (	All vessels fishing in this area from June through August	
All vessels fishing in this area during June and August must land and deliver all salmon within this area or into Port Orford, within 24 hours of any closure of this fishery, and	must land and deliver all salmon into Port Ortord, Gold Beach, or Brookings, within 24 hours of any closure of this fishery, and prior to fishing outside of this area.	
prior to fishing outside of this area.	For all quota managed seasons (June, July, and August),	
For all quota managed seasons (June and August), Oregon state regulations require fishers to notify ODFW within one bear of the state o	Oregon state regulations require isners to notify ODFW within one hour of landing and prior to transport away	
nour or landing and prior to transport away from the port of landing by calling 541-867-0300 Ext. 252 or sending	from the port of landing by calling 541-867-0300 Ext. 252 or sending notification via e-mail to	
notification via e-mail to Kmzor trolireport@state.or.us, with vessel name and number, number of salmon by species,	kmzor trollreport@state.or.us, with vessel name and number, number of salmon by species, location of	
location of delivery, and estimated time of delivery.	delivery, and estimated time of delivery.	
In 2019, the season will open March 15 for all salmon except coho. Chinook minimum size limit of 28 inches total length. Gear restrictions same as in 2018. This opening could be modified following Council review at its March 2019 meeting.	In 2019, same as Alternative 1	In 2019, same as Alternative 1

	A. SEASON ALTERNATIVE DESCRIPTIONS	
ALTERNATIVE I	ALTERNATIVE II	ALTERNATIVE III
OR/CA Border to Horse Mt. (California KMZ)  • June 20-July 31	OR/CA Border to Horse Mt. (California KMZ)    July 1-September 3 (C.6).	OR/CA Border to Horse Mt. (California KMZ)       June 16-September 3 (C.6).
<ul> <li>August 20-September 3 (C.6).</li> <li>Open seven days per week. All salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 20 inches total length (B). See gear restrictions and definitions (C.2, C.3).</li> </ul>	Same as Alternative 1	Same as Alternative 1
Klamath Control Zone closed in August (C.4.e). See California State regulations for additional closures adjacent to the Smith, Eel, and Klamath Rivers.		
Horse Mt. to Point Arena (Fort Bragg)  July 15-October 31 (C.6).	Horse Mt. to Point Arena (Fort Bragg)  • July 1-October 31 (C.6).	Horse Mt. to Point Arena (Fort Bragg)  July 21-October 31 (C.6).
Open seven days per week. All salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 20 inches total length (B). See gear restrictions and definitions (C.2. C.3).	Same as Alternative 1	Same as Alternative 1
In 2019, season opens April 6 for all salmon except coho, two salmon per day (C.1). Chinnok minimum size limit of 20 inches total length (B); and the same gear restrictions as in 2018 (C.2, C.3).	In 2019, same as Alternative 1	In 2019, same as Alternative 1
Point Arena to Pigeon Point (San Francisco)     June 9-October 31 (C.6).     Open seven days per week. All salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 20 inches total length (B). See gear restrictions and definitions (C.2.0.3).	Point Arena to Pigeon Point (San Francisco)  • July 1-October 31 (C.6). Same as Alternative 1	Point Arena to Pigeon Point (San Francisco)  • July 21-October 31 (C.6). Same as Alternative 1
In 2019, season opens. April 6 for all salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 24 inches total length (B); and the same gear restrictions as in 2018 (C.2, C.3).	In 2019, same as Alternative 1	In 2019, same as Alternative 1
Pigeon Point to U.S./Mexico Border (Monterey)  • April 7-July 31 (C.6).  Open seven days per week. All salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 24 inches total length (B). See gear restrictions and definitions (C.2.0.3).	Pigeon Point to U.S./Mexico Border (Monterey)  • April 7-June 15 (C.6). Same as Alternative 1	Pigeon Point to U.S./Mexico Border (Monterey)  April 7-May 31 (C.6). Same as Alternative 1
In 2019, season opens April 6 for all salmon except coho, two salmon per day (C.1). Chinook minimum size limit of 24 inches total length (B): and the same gear restrictions as in 2018 (C.2, C.3).	In 2019, same as Alternative 1	In 2019, same as Alternative 1
California State regulations require all salmon be made avail missing adipose fin, upon request by an authorized agent or 14 Section 1.73).	California State regulations require all salmon be made available to a CDFW representative for sampling immediately at port of landing. Any person in possession of a salmon with a missing adipose fin, upon request by an authorized agent or employee of the CDFW, shall immediately relinquish the head of the salmon to the State (California Code of Regulations 14 Section 1.73).	rallable to a CDFW representative for sampling immediately at port of landing. Any person in possession of a salmon with a or employee of the CDFW, shall immediately relinquish the head of the salmon to the State (California Code of Regulations Title

## CITY OF BROOKINGS

## **COUNCIL AGENDA REPORT**

anager Approval

Meeting Date: March 26, 2018

Originating Dept: Management

Analyst

Subject: Chetco Bar Fire Economic Impact Grant Agreement

#### Recommended Motion:

Motion to authorize the City Manager to execute the Chetco Bar Fire Economic Impact Analysis and Recovery Plan Grant Contract with Oregon Department of Land Conservation and Development (DLCD)

#### Financial Impact:

\$5,000 in in-kind contribution (staffing).

Reviewed by Finance & Human Resources Director:

#### Background/Discussion:

On February 26, 2018, Council approved acceptance of a Federal Economic Development Administration (EDA) grant in the amount of \$50,000. The attached DLCD grant is the State counterpart to the full project funding equaling \$100,000 for the Chetco Bar Fire Economic Impact Analysis and Recovery Plan.

The remaining \$10,000 portion will be funded through a \$5,000 Travel Oregon grant and \$5,000 in in-kind staff time, staffing being provided by the City Manager and the City Recorder/Management Analyst.

As recipient, the City has 30 days to sign the acceptance of the grant award.

These funds will be used to evaluate the short and long term economic impacts of the 191,000-acre Chetco Bar Fire on the City of Brookings community, assessing the economic damage from loss of merchantable timber, fish spawning habitat (commercial and recreational fishing), tourism and in-migration sectors of the economic base. It will also identify measures and investments that would enhance economic recovery.

Strategic partners on this project include Curry County, South Coast Lumber Company, South Coast Development Council, Coos Curry Douglas Business Development Corporation, South Coast Fishermen, and Oregon Coast Visitors Association.

#### Attachment(s):

- a. Notification of award
- b. Grant Agreement



#### Department of Land Conservation and Development

635 Capitol Street NE, Suite 150 Salem, Oregon 97301-2540 Phone: 503-373-0050

Fax: 503-378-5518 www.oregon.gov/LCD

March 19, 2018

Gary Milliman, City Manager City of Brookings 898 Elk Drive Brookings, Oregon 97415

SENT VIA E-MAIL

Re: City of Brookings Grant No. TA-19-161 Agreement

Dear Mr. Milliman:

The Department of Land Conservation and Development (DLCD) is pleased to offer City of Brookings a grant in the amount of \$40,000 for the Chetco Bar Fire Economic Impact Analysis and Recovery Plan project. You will find the grant agreement in an attached PDF file. Please read it carefully.

Please e-sign the contract at page 8, or print, sign and scan the signed page. The agreement must be signed by City of Brookings and pages 1-8 of the agreement returned to DLCD. Whether returning the signed agreement via mail or e-mail, it must be received by DLCD's Salem office within 30 days of the date of this letter. If the signed agreement is not received by April 18, 2018, this offer may be withdrawn.

The attached grant agreement is not in effect until signed by City of Brookings and DLCD. An electronic file of the agreement with both signatures will be returned to you for your records. Funds will be sent to you in accordance with the payment schedule in the grant agreement. Please note that we can reimburse only eligible costs incurred after all parties have signed and before the termination date of this agreement.

If you have questions about the agreement, please contact me at 503-934-0054 or <a href="DLCD.GFGrant@state.or.us">DLCD.GFGrant@state.or.us</a>. If you have other questions about the project, please contact your grant manager, Dave Perry, at 541-574-1587 or <a href="dave.perry@state.or.us">dave.perry@state.or.us</a>.

Yours truly,

Tabatha Hoge

Grants Administrative Specialist

cc: Dave Perry Gordon Howard

January Hoge

## STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



#### 2017-2019 TECHNICAL ASSISTANCE GRANT

Offer Date: March 19, 2018	
Grantee	Grant No. TA-19-161
City of Brookings	
898 Elk Drive	
Brookings, Oregon 97415	
Project Title:	ic Impact Analysis and Recovery Plan
Project Title:  Chetco Bar Fire Econom	, br t
Project Title: Chetco Bar Fire Econom Grantee Representative	DLCD Grant Manager
Project Title:  Chetco Bar Fire Econom	, br t
Project Title:  Chetco Bar Fire Econom  Grantee Representative  Gary Milliman, City Manager	DLCD Grant Manager Dave Perry

#### Signature

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award.

#### List of Products

<u>Signed agreement</u>: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 7)

Task 1: Draft economic impact assessment and response report; evidence of CBFRC meetings

Task 2: Final economic impact assessment and response report; evidence of CBFRC meetings

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term "digital media" means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

## STATE OF OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

## 2017-2019 TECHNICAL ASSISTANCE GRANT AGREEMENT

DLCD Grant Number: TA-19-161 City of Brookings

This agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its **Department of Land Conservation and Development**, hereinafter referred to as "DLCD," and **City of Brookings**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

- 1. Effective Date and Availability of Grant Funds. This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained ("Effective Date"). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD's obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
- 2. Agreement Documents. The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: Project Description and Budget

Attachment B: DLCD Contact Names and Addresses

Attachment C: Request for Product Reimbursement Form and Instructions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

- 3. Grant Funds. The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is \$40,000 (the "Grant Funds"). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
- 4. Project. The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.

- 5. Reports. Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.
  - a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
  - b. Financial Reimbursement Reports. In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

#### 6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally. DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. Conditions Precedent to Disbursement. DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

- 7. Representations and Warranties of Grantee. Grantee represents and warrants to DLCD as follows:
  - a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. Amendments. The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.

#### 11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
  - i. "Grantee Intellectual Property" means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. "Product(s)" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. Non-Exclusive License. Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the preexisting elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

#### 12. Indemnity.

a. GENERAL INDEMNITY. SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

- b. CONTROL OF DEFENSE AND SETTLEMENT. GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL. AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS. OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.
- 13. Recovery of Grant Moneys. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

#### 14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
  - i. For its convenience upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. Grantee is in default because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - ii. Grantee is in default because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. Grantee's Right to Terminate for Cause. Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
- 15. Accounting and Fiscal Records: Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
- 16. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 17. Audit. The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to

- and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
- 18. Counterparts. This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
- 19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
- 20. Successors and Assigns. Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
- 21. Validity and Severability. If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
- 22. Relationship of the Parties. Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
- 23. No Third Party Beneficiary Rights. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee: City of Brookings	Grant No	o. TA-19-161
Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

**Grantor:** State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
Gordon Howard	Community Services Division Manager	
Signature of DLCD Grant Program Manager	<b>_</b>	

## ATTACHMENT A PROJECT DESCRIPTION AND BUDGET

#### PROJECT PURPOSE STATEMENT

The Project will assess the economic impacts of the 2017 Chetco Bar Fire on the economy of the City of Brookings and Curry County. The project also includes identification of action items to stimulate economic recovery and identify funding sources for follow-up work and an analysis of national, state, regional, and local employment trends consistent with OAR 660-009-0015(1).

#### PROJECT OVERVIEW AND MANAGEMENT

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manger. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description:
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

#### **Advisory Committees**

The Governor's Chetco Bar Fire Recovery Council (CBFRC) will serve as the primary advisory committee and is inclusive of representatives of Curry County, Brookings Harbor Chamber of Commerce, Brookings Harbor Board of Realtors, Curry Watershed Council, Curry Soil and Water Conservation District, Oregon Coast Visitors Association, South Coast Development Council, Oregon South Coast Fishermen's Association and other stakeholders.

The role of CBFRC is to review Project materials and advise on issues throughout the project. CBFRC will meet on a regular basis to review technical analysis and recommendations prepared by Brookings staff and the consultant. Individual CBFRC members will be responsible for communicating with officials from their respective jurisdictions and organizations to ensure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

#### Agency Role

DLCD will provide financial, administrative and technical assistance to the Project. DLCD supports the collaborative, regional approach envisioned in the Project and agrees to work equally and fairly with each jurisdiction to help assure that state and local interests are optimized.

#### Consultant Role

The Project will use consultant services to perform technical analysis related to the proposed plan. The consultant is expected to provide an analysis and recommendations relating to economic impacts of the Chetco Bar wildfire and future recovery efforts. The consultant is expected to attend regular meetings of the TAC and to assist local planning staff in presentations to planning commissions and elected officials.

#### **Project Meeting Materials**

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled TAC meeting.

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

#### **Project Schedule**

The schedule identified in "Schedule, Products, and Budget" section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2019.

#### Expectations for All Written and Graphic Products

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term "digital media" means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

#### PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

- 1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
- 2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
- 3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
- 4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
- 5. Grantee will provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.

- 6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
- 7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
- 8. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
- Grantee will coordinate and provide notice to DLCD and Curry County of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
- 10. Grantee will consult with the DLCD Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
- 11. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (Esri) file formats (coverage, shapefile or geodatabase).
- 12. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at http://www.oregon.gov/geo/Pages/standards.aspx, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
- 13. DLCD may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCD may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCD owns as Product(s) under Grant Agreement Section 11.
- 14. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCD Grant Manager.

#### SCHEDULE, PRODUCTS, AND BUDGET

#### **Pre-Task Submittals**

The contract in Project Requirement 7 in this Project Description and Budget will be submitted.

Timeline: By the date specified in the requirement.

Department of Land Conservation and Development 2017-2019 General Fund Grant Agreement – City of Brookings

#### Task 1: Economic Impact Assessment and Response Draft Report

Grantee will produce a draft economic assessment detailing the impact of the Chetco Bar Fire on the local economy. This Task will identify funding opportunities and actions that can be taken to stimulate economic recovery. The Task would identify impacts to specific segments of the economy, assess the level of individual and cumulative impacts, identify action items that could be taken to stimulate economic recovery, and identify the roles of various agencies in assisting with a coordinated effort to undertake identified recovery measures. The economic impact and response report will be developed in consultation with the CBFRC at a minimum of three meetings.

#### **Product:**

- a. Draft economic impact assessment and response report
- b. Evidence of at least three CBFRC meetings (e.g., agendas, presentation materials, meeting notes)

Timeline: Project start date through May 2018

Task 1 budget: \$20,000

#### Task 2: Final Economic Impact Assessment and Response Report

Grantee will present the draft report from Task 1 to the CBFRC and other project partners and stakeholders for review and comment. Grantee will produce a final report incorporating changes to the draft found necessary during review.

#### **Products:**

- c. Final economic impact assessment and response report
- d. Evidence of at least three CBFRC meetings (e.g., agendas, presentation materials, meeting notes)

Timeline: June through August 2018

Task 1 budget: \$20,000

#### **Budget Summary**

Task 1 – Economic Impact Assessment and Response Draft Report	\$ 20,000
Task 2 – Final Economic Impact Assessment and Response Report	\$ 20,000
TOTAL	\$ 40,000

### DLCD TA Grant Agreement Contact Information

For questions regarding your grant, please contact:

#### **Grant Manager:**

Dave Perry 810 SW Alder Street, Suite B Newport, Oregon 97365

Office: 541-574-1584 Mobile: 541-270-3279

E-mail: dave.perry@state.or.us

OR

#### **Grant Program Manager:**

Gordon Howard DLCD Salem Office 635 Capitol Street N.E., Suite 150 Salem, Oregon 97301-2540

Office: 503-934-0034

E-mail: gordon.howard@state.or.us

Payment requests should be sent to:

#### **Grants Administrative Specialist**

Tabatha Hoge DLCD Salem Office 635 Capitol Street N.E., Suite 150 Salem, Oregon 97301-2540

Office: 503-934-0054

E-mail: DLCD.GFGrant@state.or.us

### Attachment C

# Department of Land Conservation and Development (DLCD) 2017-2019 Request for Interim Reimbursement / Final Closeout

Grantee Name			Grant No. assigned by DL	CD	Final Reimbursement					
City of Brookings			TA-19-161		Yes No					
Grant Agreement Start Date From: Execution	Project End Date To: May 31, 2019		d covered by this bursement :	Period cov Reimburso To:	vered by this ement					
DLCD Grant Expenditures	DLCD Grant Expenditures	DLC	D Grant Expenditures	DLCD	Grant Expenditures					
		⊣ Thi	s Reimbursement							
Transactions	Previously Reported	+			Cumulative					
1. Salaries and Benefits				-						
2. Supplies and services										
3. Contracts (see instructions)										
4. Other (provide list & explain)										
5. Total (add lines 1-4)		<u> </u>								
Local Contributions (if applicable)										
6. Salaries and Benefits										
7. Supplies and services										
8. Contracts			-							
9. Other										
10. Total (add lines 6-9)										
11. Reimbursement requested (from line 5)	DO NOT WRITE IN THIS SPACE				NOT WRITE IN THIS SPACE					
12. Certification: I certify to the bes										
expenditures are for the purposes				ords are av	ailable upon					
request, and the financial records 13. Typed or Printed Name and Title	will be retained for six years		lress where reimburseme	nt is to be s	ent					
13. Typed of Frinted Name and Title		14. Au	ness where remiburseme	iit is to be s	ent					
15. Signature of Authorized Certifyin	g Official	16. Dat	e Reimbursement Submi	tted	,					
Do Not Write Below This Lin	Do Not Write Below This Line FOR DLCD USE ONLY Do Not Write Below This Line									
DLCD CERTIFICATION										
I certify as a representative of the De										
	tions of the grant and that reim				be issued					
	itions of the grant for the reasons should be issued.	tated on the	ne attached sheet, and reimi	oursement in	me amount or					
Signature of DLCD Grant Manager		Date								
Signature of DLCD Program Manage	r	Date								
Signature of DDCD i logicum Manage	•	<b>-</b>								
BATCH# DA	TE VO	UCHER	¥	DATE						
PCA# OF	BJECT # VE	NDOR#		AMOUN	Γ					

### Department of Land Conservation and Development 2017-2019 Planning Technical Assistance Grant Agreement Interim Reimbursement and Closeout Form Instructions

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

#### General Instructions and Reminders

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at <a href="DLCD.GFGrant@state.or.us">DLCD.GFGrant@state.or.us</a>. In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final reimbursement has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

#### Completing the Form

Please show total actual expenditures only of DLCD grant award and local contributions.

<u>First row</u>: DLCD will complete the Grantee Name and Grant Number. In the Final Reimbursement box, highlight or circle "No" for interim reimbursements and "Yes" for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the "Period covered by this reimbursement" The form includes separate boxes for "from" and "to." Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the reimbursement descriptions in the "Schedule, Products, and Budget" section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- "DLCD Grant Expenditures, Previous Reported" column -- should be blank if the submission is Reimbursement 1. If the request is for a second or later interim reimbursement or final closeout, enter the sum of previous reimbursements in this "Previously Reported" column.
- "DLCD Grant Expenditures, This Reimbursement" column captures and identifies expenditures for the products that are currently being submitted for review and reimbursement.
- "DLCD Grant Expenditures, Cumulative" column simply the total of the two previous columns.
- "DLCD Grant Expenditures, Transactions" Complete items 1–4 as applicable and item 5, total in the "Previously Reported" column if applicable and in the 'This Reimbursement' column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
  - 1. Salary and Benefits includes the grantee's staff time, including Other Personnel Expenses.
     Receipts are not required with this report submission.

- o **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
- 3. Contracts include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
- 4. Other Provide a brief explanation and cost breakdown for amounts listed as "Other." Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
- o **5. Totals** Sum the categories of grant expenditures in the Previously Reported, This Reimbursement, and Cumulative columns. The Total reimbursements at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the reimbursement request from line 5 "DLCD Grant Expenditures This Reimbursement" on line 11.

<u>Certification</u>: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where reimbursement should be sent must be provided in cell 14.
- The signature under "Signature of Authorized Certifying Official" must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a reimbursement can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the reimbursement schedule as identified in the Grant Agreement when submitting a request for reimbursement or closeout.

A signed cover letter, completed and signed reimbursement request form, and completed Products can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at <a href="DLCD.GFGrant@state.or.us">DLCD.GFGrant@state.or.us</a>, or (2) via the DLCD FTP site (contact Grants Administrative Specialist for instructions) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist Department of Land Conservation and Development 635 Capitol St. NE Suite 150 Salem, OR 97301

## CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: March 26, 2018

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Transient Occupancy Tax (TOT) Fund Allocation for Wild Rivers Mushroom Fest.

#### Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate \$2,000 to the Wild Rivers Mushroom Fest event.

#### Financial Impact:

\$2,000 allocated from TOT revenues set-aside for tourism promotion.

#### Background/Discussion:

The Wild Rivers Mushroom Club, event organizer, submitted a request for \$2,000 in funding assistance for its event scheduled for November 3-4, 2018. The funds will be used to cover upfront costs of organizing and marketing the event which is being expanded to a two-day event this year. The organizers indicate they expect this to be the final year they will need to request TOT funding.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of March 8, 2018. At that meeting, TPAC unanimously recommended granting \$2,000 in TOT funding to the Wild River Mushroom Fest event.

#### Attachment(s):

a. Event Funding Application

Event Title: Wild Rivers MUSINOUL TESTIVAL Amount Requested \$ 2000 to Event Description: A GUL westend Focused on our region's abundant wild musinoon habitat - how to Endthan how to ID thom, how to present than, how to Endthan	*
habitat - how to End than how to ID thom, how to present than, how to week than	
Event Date/s: 15t wedword in November (Nov. 3-4, 2018)	
Location: Chatco Activity Contor - Brockings Location secured? Yes & No	
Event Goals: 1) 6 build on the success in 2017 is expand to a full weakond, sustainable	<b></b>
aff-season event in Brookings = 2) to educate, entotain, and advocate for our area	3
its natural resources: 3) to mighlight Brookings as a vide winter destination	• •
Please explain how this event will	ļ
be sustained after the first year: By 2019, we anticipate having a "seed money" fund large enc	Nah
to cover all upfront costs & which will corry from upor to upor making us self-s	<b>'</b> I .
	ŀ
Sponsors/Investors: Wild Bliers Michael Club - Travel Oregon Coast Visit	<u> </u>
KSSOC Travel Southern Ocean Cost (TSOC) - Eat Fresh & Loral Archin Tearny -	
North American Mycology Associ. (NAMA) Budget	
Income Expenses	
Space   Space	<u>s</u> tidd
Workshops only   Stark 3 x 30   Permits   120	`
Admissions \$ 1050 Splan x 2x30 Insurance \$ 320 Februal Managhilia 500 Testucies of C. Local Particular normals 500	
Food Concessions \$ 482 bog bon 2017 Outside Advertising \$ 1500 (see ocula qui	<b>**</b>
Raffle & Auchan \$ 2000 based on 2017 Musc. Supplies \$ 500	ļ
2017 Workshop Leads 350	
Funds Carried over \$ 1918 reserved for 2018 Speakers \$ 800	
OCUA martaling again 1500 Brusher's @ 300/ex. Shuttle Sorvice 250	.
TPAC grant \$ 2000 to 2019 testi	sal
TOTAL \$ 9700 TOTAL \$ 9700	
Methodology for evaluating events success in	
terms of bringing visitors to the Brookings area: 1) Collect contact info from attendeds 50000 3	
	$\overline{}$
calculate those from out of town; a) Track inquirios 50 001A-7500-7 Travel Oceagon - test is	الم
websito-3) Inquine thru regional mustroom clubs re referrats Email: Kalicison. 1961@gmail.com	
Email: kdickson.1961@gmail.com	
Contact Person: Kothloon Dickson Phone: 541-461-1385	
	75
Organization: Whickwars Mudroom Club Address: 1882   Wortbrotia Law-Brooking If more space is required please attach additional pages	• –

### 2018 Wild Rivers Mushroom Festival

Nov. 3-4, 2018 at the Chetco Activity Center in Brookings

The Wild Rivers Mushroom Club learned a lot from their first year organizing the Wild Rivers Mushroom Festival (WRMF), and are ready to incorporate what they learned to make the 2018 Festival even better. (Although we didn't do too bad last year, as 1500+ attendees can attest!)

Here are the main activities we hope to offer to this year's Festival-goers:

- Two days of festival: the event will cover the entire weekend, opening Saturday morning at 10:00 a.m. and running through approximately 4:00 p.m. on Sunday. We're talking about ways to enlist restaurants in Brookings to offer wild mushroom dishes to their patrons all weekend, and investigating the feasilibility of a gourmet wild-mushroom dinner for Saturday evening (something we tried to do last year, but which fell through).
- Multiple speakers: Dennis desJardin, our 2017 keynote speaker, was so well received (and had such a good time!), that he's agreed to come back. In addition to Dennis, we're talking with a few more regional "experts" who would be able to speak at the festival.
- Multiple workshops: We offered 4 workshops in 2017, all of which were well-attended (standing room only in most cases), so this year we're increasing the choices, plus offering each workshop more than once (i.e. at different times, on both days, etc.). Some of our ideas include: a workshop for kids (possibly led by one of the outdoor school leaders in Del Norte); a culinary class that would include recipes & tasting; a workshop to teach creating dyes with mushrooms; at least two "how-to" workshops on growing mushrooms; and more.
- Educational field forays: We're still in the preliminary stages of planning, but anticipate that various club members will take small groups of people on hour-long hikes/walks to view, photograph, learn about, and otherwise discover, wild mushrooms.

The 2018 Wild Rivers Mushroom Festival will again be supported by the Eat Fresh & Local Action Team (EFL) in the person of Kathleen Dickson, South Curry County EFL liason (and member of the mushroom club). Dickson will support the mushroom club's efforts to market the event to out-of-town visitors, with the help of Travel Oregon and Oregon Coast Visitor's Association (OCVA), and will assist with other public relations as necessary.

Dickson is also approaching OCVA for a grant that would be triple what OCVA awarded in 2017, and which will be used to purchase radio and print advertising in three markets: Eugene, OR, Jackson County, OR, and Humboldt County, CA. These ad purchases will help to supplement our PSA "blitz" to mushroom clubs throughout the region. Of course, our PSA also gets sent to media outlets in every market for which we have contact info.

Note: the club anticipates that by 2019 – the third year of the Festival – we will be fully self-sustaining, and so expect that this year will be our last "ask" of the Brookings TPAC grant fund.

### CITY OF BROOKINGS

### **COUNCIL AGENDA REPORT**

Meeting Date: March 26, 2018

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Waiver of Fees for Azalea Festival and Parade event

### Recommended Motion:

Motion to waive fees for the use of Azalea Park and the Central Building parking lot during the Azalea Festival and Parade weekend event.

### Financial Impact:

\$828.50 in various park use fees.

### Background/Discussion:

The Chamber of Commerce has submitted a request for a waiver of park fees and Central Building parking lot use fees for Azalea Festival weekend.

The specific requested fees for waiver include:

- \$38 Event Fee for the parade
- \$38 Event Fee for the Fishing Pond at Bankus Park
- \$132 Azalea Park Use Fee
- \$21.50 Band Shell Use Fee
- \$80 Snack Shack Use Fee
- \$440 Picnic Table Use Fee
- \$79 Central Building parking lot Use Fee

The event organizers are considering family-style events at Azalea Park such as a softball pitch contest, horseshoe toss, hot dog eating contest, shrimp feed and a concert. They are also proposing a beer garden and concert venue in the back lot of the Central Building. They will keep the fishing pond at Bankus Park as in years past. The request also includes the Vietnam Vet Flag Ceremony and the Azalea Festival Pioneer Ceremony.

#### Attachment(s):

a. Fee Waiver Requests

### Annual Event - No Fees



City Use Only: Paid:

### PARK USE APPLICATION PERMIT

The City of Brookings programs, services, and activities are open to all persons without regard to race, age, sex, disability, religion or national origin.

CITY USE <u>ONLY</u>	Rec'd Date:		By:	
Department:	By:	Date:	Approved	Comment
Parks			Y/N	Y / N
Public Works			Y/N	Y/N
Fire			Y/N	Y/N
Police			Y/N	Y / N
Finance Dept.			Y / N	Y / N

Please sign, date and deliver to the next Dept. Please note comments on pg. 4 under "Comments" and RETURN TO LAURI Distributed:

Parks Notified:

Event Date(s):				
No. of participants (each day). Sto Nature/Name of Event: Azalea Festival Park Events				
Organization: Brookings Chamber of Commerce				
Contact Person: Phone #: Cell #:				
Mailing Address: P.D. Box 940, Brookings, DR				
email: Return deposit to:				
PARK/LOCATION: (Check all that apply)  AZALEA PARK AREA: (Check all that apply)				
Bankus Skate Park Chetco Point Stout Other:  Bankus Skate Park Chetco Point Stout Other:  Bankus Skate Park Chetco Point Scorts Other:  Bandshell/Stage Concession Stand - Bandshell Restrooms only - Bandshell Concession Stand - Softball Concession Stand -				
Check Yes or No to each of the following:  1. Will you be renting picnic tables?				
6. Do you want to place temporary signs? ☐Yes ☐No (Requires prior Park Supervisor approval – see page 1) Describe quantity, location, type:				
LIABILITY STATEMENT/AGREEMENT  I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property and to obtain any and all required permits and/or business licenses required by the City.  THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER  The undersigned agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage. User also acknowledges that he/she has read and understands the Rules and Regulations for Brookings City Parks and has reviewed all pages of the application. APPLICANT: It is the applicant's responsibility to obtain required insurance, permits and/or licenses prior to the event and provide proof to the City.				
Applicant Name (PRINT): Brook nap Chamber of Commerce  Applicant SIGNATURE:				

Applicant Notified:

### Annual Event - No Fees

Department

CITY PERSONNEL ONLY: Rec'd: 3/5/18 By:

Date

Approved

Comment



### CITY OF BROOKINGS EVENT PERMIT REQUEST

V COOR	Parks		Y/N	Y / N	
7 Car Show	Public Works		Y/N	Y / N	
☐ Car Show ☐ Flea Market	Fire	<del></del>	Y/N	Y / N	
☐ Farmer's Market	Police Finance Dept.		Y/N	Y / N	
☐ Farmer's Market  X Parade	<u> </u>		Y / N	Y / N	
		te, and deliver to the next D	ept. If commen	ts apply, please	
Block Party Azalea Parade	note on "Comm	nents – City Use Only." JRIZ Distr	ibuted:		
Oulei					
Event: 5/26/17		imes: 7 am	- noor	1	
Contact Person: Brookings Chamber Address: Box 940, Brookings, Of		Use Fees: Annuc			
Address: Box 940, Brookings, Of	2	<ol> <li>\$ 88.00 Barricade</li> <li>\$320.00 Barries</li> </ol>	e/Cone Dep	posit Fee	
Telephone: 541-469-3181		Refundable upon Only deposit required			
Email: jwlaw 58@gmail.c		up and returning all r		- P. C	
# of Barricades	# of Cor	nes			
Other:	lar	set up	by	Pw.	
	1	Y	X	•	
Permitee picking up on:	<u>′</u> Returnir	ng on:			
Upon approval Permitee to coordinate with PW regular business hours – contact 541-469-1171.	to schedule	time to pick up/retu	rn all matei	rials during	
PW to Deliver:Pick up on:					
Location where barricades are to be dropped off:					
It is the Permitee's responsibility to erect, maintain and remove barricades and cones and return them to location of delivery.					
\$1.0 Million Certificate of Insurance provided.  City to person or organization conducting the a as an additional named insured.)	(Required to activity. Ce	o transfer liability for tificate must name	or injury/da the City of	amage from f Brookings	
☑ Hold City Harmless Agreement					
Note: Requests must be received NO LATER THAN ten (10) business days prior to the event.					
Please fill out and return with fees to: PW/Visitor Center, City Hall, 898 Elk Drive, Brookings					
City Use Only: Copy to: Public Works					
☐ Certification of Insurance ☐ Hold Harmless Agreement \$ paid on					
Comments:					
Barricade/Cone deposit returned:					



### **PARK USE APPLICATION PERMIT**

The City of Brookings programs, services, and activities are open to all persons without regard to race, age, sex, disability, religion or national origin.

CITY USE ONLY	Rec'd Date:		By:	
Department:	By:	Date:	Approved	Comment
Parks			Y / N	Y/N
Public Works			Y/N	Y / N
Fire			Y/N	Y / N
Police			Y / N	Y/N
Finance Dept.			Y / N	Y/N

Please sign, date and deliver to the next Dept. Please note comments on pg. 4 under "Comments" and RETURN TO LAURI Distributed:

	Event Date(s): 5 126 18 to 5 127 18 Time: 8 am/pm to 3 am/pm Day(s): M/T/W/R/F/Sat/Sun
Öt	No. of participants (each day): Nature/Name of Event: Azalea Festival Fish Pond
14	Organization: <u>Dregon So Coast Fishermen</u>
27	Contact Person: Phone #: Cell #:
ZZ	Mailing Address:
ZZ ZZ	email: Return deposit to:
23	PARK/LOCATION: (Check all that apply)  AZALEA PARK AREA: (Check all that apply)
at Bans	□ Azalea       □ Bud Cross       □ Easy Manor       □ Gazebo       □ Bandshell/Stage       □ Concession Stand - Bandshell         □ Stout       □ Stouts       □ Tennis Courts       □ Oasis       □ Softball Field 1       □ Field 2       □ Multiuse Field       □ Concession Stand - Softball         Other:       □ Concession Stand - Softball       □ Concession Stand - Softball         □ Concession Stand - Softball       □ Concession Stand - Softball         □ Concession Stand - Softball       □ Restrooms only - Softball
owners of electricity a	Check Yes or No to each of the following:  1. Will you be renting picnic tables?
なず	6. Do you want to place temporary signs?  Yes  No (Requires prior Park Supervisor approval – see page 1)  Describe quantity, location, type:  Signs  On  101 + 5Th
2 2	LIABILITY STATEMENT/AGREEMENT
Λ 2	I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property and to obtain any and all required permits and/or business licenses required by the City.  THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER
Permi	The undersigned agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage. User also acknowledges that he/she has read and understands the Rules and Regulations for Brookings City Parks and has reviewed all pages of the application. APPLICANT: It is the applicant's responsibility to obtain required insurance, permits and/or licenses prior to the event and provide proof to the City.  Applicant Name (PRINT): Organ COSH Fisherman
	Applicant SIGNATURE: Date:Date:
	City Use Only: Paid: Applicant Notified: Parks Notified:



## Inside City Hall if Raining CITY OF BROOKINGS ATY PERSONNEL ONLY: Rec'd:

EVENT PERMIT REQUEST	Departine	ent by	Date	Approved	Comment
(CO)300	Parks			Y/N	Y / N
Car Show O. I. II. I	Public Work	5		Y/N	Y/N
H Floa Market City Hall	Fire Police			Y/N Y/N	
□ Car Show City Hall □ Flea Market □ Farmer's Market Flag Pole □ Parado	Finance Dep	ot.	<del> </del>	Y / N	Y/N
Parade			n the rest D-		
Block Party Flan Ceremony		date, and deliver t		pc. ir commer	its apply, please
☐ Parade ☐ Block Party Flag Ceremony ☐ Other: <del>PW Barricades Cones</del>	RETURN TO L	-	-	buted:	
Event: Vietnam Vet Flag Ceremony Times: 5 pm - 7 pm  Contact Person: Use Fees: Annual E  Address: 1. \$ 88.00 Barricade/Cone Depli					very Fee posit Fee
Telephone:				return of a	
Telephone:		Only depos			nt picking
Email:		up and retu	rning all m	naterials.	
# of Barricades	# of Co	ones			<del></del>
Other:			. <u>-</u>		
Permitee picking up on:					
Location where barricades are to be dropped off:					
	-				
It is the Permitee's responsibility to erect, maintain and remove barricades and cones and return them to location of delivery.					
\$1.0 Million Certificate of Insurance provided. (Required to transfer liability for injury/damage from City to person or organization conducting the activity. Certificate must name the City of Brookings as an additional named insured.)					
Hold City Harmless Agreement					
Note: Requests must be received NO LATER THAN ten (10) business days prior to the event.					
Please fill out and return with fees to: PW/Visitor Center, City Hall, 898 Elk Drive, Brookings					
City Use Only: Copy to: Public Works					
Certification of Insurance Hold Harmless Agreement \$ paid on					
Comments:					
Barricade/Cone deposit returned:					

### Annual Event - No Fees



### PARK USE APPLICATION PERMIT

The City of Brookings programs, services, and activities are open to all persons without regard to race, age, sex, disability, religion or national origin.

CITY USE <u>ONLY</u>	Rec'd Date:	<del>,</del>	By:	
Department:	By:	Date:	Approved	Comment
Parks			Y / N	Y / N
Public Works			Y / N	Y/N
Fire			Y / N	Y/N
Police			Y/N	Y/N
Finance Dept.			Y / N	Y / N

Please sign, date and deliver to the next Dept. Please note comments on pg. 4 under "Comments" and RETURN TO LAURI Distributed:

Event Date(s): 5 / 26 / 18 to Time: 10 _ am/pm to am/pm Day(s): M/T/W/R/F/Sat/Sun				
No. of participants (each day) Pioneer Ceremony				
Organization: Chetro Valley Historical Society				
Contact Person: Phone #: Cell #:				
Mailing Address: 15461 Musuem Rd Harbor DR				
email: Return deposit to:				
PARK/LOCATION: (Check all that apply)  AZALEA PARK AREA: (Check all that apply)				
Azalea □ Bud Cross □ Easy Manor □ Gazebo □ Bandshell/Stage □ Concession Stand − Bandshell □ Bankus □ Skate Park □ Chetco Point □ Lawn area □ Kidtown Picnic Area □ Restrooms only − Bandshell □ Stout □ Tennis Courts □ Oasis □ Softball Field 1 □ Field 2 □ Multiuse Field □ Concession Stand − Softball Other: □ Restrooms only − Softball				
Check Yes or No to each of the following:  1. Will you be renting picnic tables?				
6. Do you want to place temporary signs? ☐Yes ☐No (Requires prior Park Supervisor approval – see page 1)  Describe quantity, location, type:				
LIABILITY STATEMENT/AGREEMENT				
I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property and to obtain any and all required permits and/or business licenses required by the City.  THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER  The undersigned agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage. User also acknowledges that he/she has read and understands the Rules and Regulations for Brookings City Parks and has reviewed all pages of the application. APPLICANT: It is the applicant's responsibility to obtain required insurance, permits and/or licenses prior to the event and provide proof to the City.  Applicant Name (PRINT):				

City Use Only: Paid: \_\_\_\_\_\_ Applicant Notified: \_\_\_\_\_ Parks Notified: \_\_\_\_\_

### CITY OF BROOKINGS

### **COUNCIL AGENDA REPORT**

Meeting Date: March 26, 2018

Originating Dept: City Recorder

Signature (submitted by)

City Manager Approval

Subject: Waiver of Fees for Elmo Williams Day Event

### Recommended Motion:

Motion to waive fees for the use of the Capella for the Elmo Williams Day event.

### Financial Impact:

\$642.00 in Capella use fees.

### Background/Discussion:

The organizers of the Elmo Williams Day event, scheduled for Sunday, April 29, 2018 are requesting a Capella Use Fee waiver in the amount of \$642.00.

Last year, Council approved Capella Use Fees in the amount of \$206 basic fee plus \$103 per hour.

On February 26 of this year, Council approved a Transient Occupancy Tax grant in the amount of \$1,000 for the event.

#### Attachment:

a. Fee Waiver Request

### CITY OF BROOKINGS

898 Elk Drive, Brookings, OR 97415 541-469-1103 Fax: 541-469-3650

### CAPELLA BY THE SEA

USE APPLICATION FORM

Event Date(s): 4-29-18 To:	Time: NON	am pm	To:	0	am  X pm
Total Hours: Number Expected to Attend*: 200 day Open to Public? Yes No					
Event Type (please describe):	The vollians	oug_			
Applicant: Carolyn Mill	iman Contact P	erson: <u>E</u>	Imo D	ay (	cord.
Mailing Address: 1090 Park	VILW F	hone: 5	41-4	169-	
City/State/Zip: Brookling	s, DR 97415	Cell: 64	01-75	5-96	40
Email Address: Carolynmi					****
Return deposit to:  * Maximum capacity is 49 people with fix.	Address:  ed seating for 40. Events are subject	ect to a visit	by the Fire	Marshal	
Will alcohol be served: Yes No	Will alcohol be sold:    Yes	No - If yes	must obtai	n Liquor	License
Who will be serving alcohol	n a. Plans fo	r decorations	submitted	l: 🛛 Yes	s 🗆 No
As the individual, group or organization applying for permission to use the Capella by the Sea, it is hereby understood that I/WE have read, understand and agree to comply with all Rules, Regulations and General Use Instructions for use of the Capella by the Sea, copies of which were furnished with this application.					
Executed on: 3.13.18	_by:				
Executed on: 3.13.18 by: Mapplicant Name (Print)  Applicant Signature:					
Title/Organization (if applicable):					
STANDARD USE FEES Regi	uesting Fee Wa	iver			
			Char	ges	Date Paid
Basic Use Fee (includes set up & cleaning)	\$107.00/hr (\$214/2 hr minimum)	x   lo	12.		
Security Deposit (refundable)**	\$214/event			\$214.	
NOTE: Make checks payable to the "City of Brookings."					
City Receipt #					
** Refund of the security deposit will be contingent upon satisfactory final inspection. Any damages will be deducted from the deposit. Refunds will take approximately 14 business days to process.					
Proof of Required Insurance on file:  Public Works Assistant  Date					
☐ Approved ☐ Denied by:					
Approved Copies to:   Applicant Custodian notified Custodian notified					

### City of Brookings CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, March 12, 2018

### **Call to Order**

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

### **Roll Call**

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges present; Councilors Roger Thompson and Dennis Triglia absent; a quorum present.

Staff present: City Manager Gary Milliman, City Recorder Teri Davis, and Administrative Aide Rita Ritz.

Media Present: No media present

Others Present: Three audience members.

### Oral Requests and Communications from the audience

1. There was no one requesting to address Council

### **Staff Reports**

Spruce Waterline Replacement

City Manager Milliman presented the staff report.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to accept the bid of \$116,910 and to award the contract to McLennan Excavation Inc. for the Spruce Drive Waterline Replacement project.

Spruce Storm Drain Contract

City Manager Milliman presented the staff report.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to accept the bid of \$83,835 and award the contract to John Rapraeger Inc. for the Spruce Drive Storm Drain Addition.

Street Projects List

City Manager Milliman presented the staff report.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to approve the 2019-23 Street Projects List.

### **Consent Calendar**

1. Approve Council minutes for February 26, 2018

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to approve the Consent Calendar.

### **Remarks from Mayor and Councilors**

Councilor Hamilton asked for clarification regarding the Committee vacancies Mayor Pieper advised he has received one application for the open Planning Commission vacancy.

<b>Adjournment</b>
--------------------

Jake Pieper, Mayor

<u>Adjournment</u>		
Councilor Hodges moved, Councilor Hamilton meeting at 7:16 p.m.	seconded, and Mayor Pieper adjourned th	ie
Respectfully submitted:	ATTESTED: this day of 20°	18:

Teri Davis, City Recorder

### TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES Thursday — February 8, 2018

#### **CALL TO ORDER**

Meeting called to order at 4:00 PM

#### 1. ROLL CALL

*Present*: Committee members Angi Christian, Candice Michel, Dane Tippman, and Skip Watwood. Also present: Staff Committee Liaison Teri Davis

#### 2. APPROVAL OF MINUTES -

- a. Motion made by Candice Michel to approve the minutes of January 18, 18, motion seconded by Angi Christian and Committee voted; the motion carried unanimously.
- **3.** Public Comment There was no one present to address the Committee on non-agenda items.

#### 4. ACTION ITEMS

- a. Fireworks funding request
  - Committee members discussed whether the event meets the established funding criteria.
  - Skip Watwood expressed he likes supporting the event

Motion made by Dane Tippman to deny funding to the fireworks event, motion seconded by Angi Christian and Committee voted; the motion carried 3-1 with Skip Watwood voting nay.

- b. Elmo Williams Day Carolyn Milliman presented the request
  - Committee discussed whether the event meets the established funding criteria.

Motion made by Angi Christian to approve the funding request, motion seconded by Candice Michel.

Motion amended by Angi Christian to reduce the funding to \$1,000, motion seconded by Candice Michel and Committee voted; the motion carried unanimously.

- c. Winter Art & Chocolate Festival
  - Organizer rescinded their request prior to the meeting

Motion made by Candice Michel to remove the item from the agenda, motion seconded by Dane Tippman and Committee voted; the motion carried unanimously.

### 5. INFORMATIONAL ITEMS

- a. Wild Rivers Mushroom Festival Kathleen Dickson presented
- b. Spectrum Digital Campaign Analytics Jeremy Bakke presented
- **c. Event Calendar** not presented
- **d. Budget Status & Internet Hit Info** Committee reviewed the budget status and the internet hits for the month
- **7. SCHEDULE NEXT MEETING –** Next meeting scheduled for March 8, 2018.
- **8. ADJOURNMENT** with no further business before the Committee, meeting adjourned at 4:58 pm.

Respectfully submitted,

Skip Watwood, Chair

(approved at <u>March 8, 2018</u> meeting)

# CITY OF BROOKINGS POLICE DEPARTMENT



**Chris Wallace, Chief of Police** 

To:

Brookings City Council through City Manager Gary Milliman

From:

Lieutenant Donny Dotson

Date:

03/16/2018

Subject:

Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Justin Williams** with his attached **Off-Premises** liquor license application. The business "Walloferns" is located at 519 Chetco Avenue, Suite 2 Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicant be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

Lieutenant Donny Dotson Brookings Police Department





### **OREGON LIQUOR CONTROL COMMISSION**

### LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the	CITY AND COUNTY USE ONLY	
application (the license fee will be collected at a later	-1-1,00	
time).	Date application received $\frac{3/7/18}{}$	
APPLICATION: Application is being made for:  Brewery	Name of City or County Brooking 5	
Brewery-Public House		
☐ Distillery	Recommends this license be Granted Denied	
Full On-Premises, Commercial	D.,	
Full On-Premises, Caterer	Ву	
Full On-Premises, Passenger Carrier	Date	
Full On-Premises, Other Public Location		
Full On-Premises, Nonprofit Private Club	OLCC USE	
Full On-Premises, For-Profit Private Club	OLCC USE	
☐ Grower Sales Privilege	A 16 A5	
	Application received by	
Off-Premises	6-1-	
Off-Premises with Fuel Pumps	Date	
☐ Warehouse	License Action:	
Wholesale Malt Beverage & Wine (WMBW)	License Action:	
Winery		
1. LEGAL ENTITY (example: corporation or LLC) or INDIN		
Applicant #1	Applicant #2	
Justin Williams		
JUSTIN WITHINS		
Applicant #3	Applicant #4	
2. Trade Name of the Business (the name customers wil	l coa).	
Walloferns	i see).	
3. Business Location: Number and Street 519 Che	ton HO	
City Dank's and	nty CIRRY ZIP 97415	
4. Is the business at this location currently licensed by t	7 47.04	
5. Mailing Address (where the OLCC will send your mail):		
	x <del>133</del> 0 4023	
City Brookings	State OR ZIP 97415	
	744-5467	
7. Contact Person for this Application:	144-2461	
Name Justin Williams	Phone Number 501-744-5467	
Mailing Address, City, State, ZIP	Filone Number 301-144-3461	
	23 Brookings DR. 97415	
Email Justin S. Williams 1975 P. Gol		
I understand that marijuana (such as use, consumption, i		
prohibited on the licensed premises.	ingestion, minimum of sumples, give unay, suite, etti, to	
Signature of Applicant #1	Signature of Applicant #2	
Walt 1	· · · · · · · · · · · · · · · · · · ·	
Signature of Applicant #3	Signature of Applicant #4	

#### GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
TAXES	2,914,282.00	80,505.61	2,670,835.66	243,446.34	91.7
LICENSES AND PERMITS	110,900.00	8,061.14	79,040.58	31,859.42	71.3
INTERGOVERNMENTAL	227,300.00	13,808.06	80,642.23	146,657.77	35.5
CHARGES FOR SERVICES	165,000.00	4,237.80	108,977.30	56,022.70	66.1
OTHER REVENUE	171,000.00	12,433.52	117,943.46	53,056.54	69.0
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	4,077,069.00	119,046.13	3,057,439.23	1,019,629.77	75.0
EXPENDITURES					
JUDICIAL:					
PERSONAL SERVICES	24,561.00	2,492.38	16,199.80	8,361.20	66.0
MATERIAL AND SERVICES	11,850.00	1,101.18	5,840.52	6,009.48	49.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	36,411.00	3,593.56	22,040.32	14,370.68	60.5
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	194,964.00	17,722.37	146,947.65	48,016.35	75.4
MATERIAL AND SERVICES	98,400.00	2,872.54	84,844.32	13,555.68	86.2
CAPITAL OUTLAY	.00.		.00	.00	.0
	293,364.00	20,594.91	231,791.97	61,572.03	79.0
POLICE:					
PERSONAL SERVICES	2,114,007.00	172,481.04	1,330,707.98	783,299.02	63.0
MATERIAL AND SERVICES	170,800.00	8,054.82	104,421.03	66,378.97	61.1
CAPITAL OUTLAY	.00	.00	•	( 14,306.93)	.0
DEBT SERVICE	55,150.00	.00	20,374.46	34,775.54	36.9
TRANSFERS OUT	.00		.00	.00	.0
	2,339,957.00	180,535.86	1,469,810.40	870,146.60	62.8
FIRE:					
PERSONAL SERVICES	187,554.00	15,811.28	119,412.07	68,141.93	63.7
MATERIAL AND SERVICES	103,000.00	4,769.93	50,541.68	52,458.32	49.1
CAPITAL OUTLAY DEBT SERVICE	.00 45,519.00	.00. 00.	.00 38,047.96	.00 7,471.04	.0 83.6
TRANSFERS OUT	49,519.00	.00	.00	.00	.0
	336,073.00	20,581.21	208,001.71	128,071.29	61.9

### GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BU	JILDING:					
	PERSONAL SERVICES	174,119.00	9,384.07	98,821.37	75,297.63	56.8
	MATERIAL AND SERVICES	90,800.00	606.15	9,215.49	81,584.51	10.2
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00.		.00	.00	.0
		264,919.00	9,990.22	108,036.86	156,882.14	40.8
PARKS & RECREA	TION:					
	PERSONAL SERVICES	246,173.00	16,730.43	145,479.54	100,693.46	59.1
	MATERIAL AND SERVICES	87,200.00	6,658.20	64,698.57	22,501.43	74.2
	CAPITAL OUTLAY	.00	( 1,044.00)	.00	.00	.0
	DEBT SERVICE	49,000.00	4,031.88	32,255.04	16,744.96	65.8
	TRANSFERS OUT	.00	.00	.00	.00	.0
		382,373.00	26,376.51	242,433.15	139,939.85	63.4
FINANCE AND HU	MAN RESOURCES:					
	PERSONAL SERVICES	194,630.00	16,700.36	127,051.64	67,578.36	65.3
	MATERIAL AND SERVICES	33,700.00	376.11	19,342.42	14,357.58	57.4
	CAPITAL OUTLAY	.00.	.00	.00	.00	.0
		228,330.00	17,076.47	146,394.06	81,935.94	64.1
SWIMMING POOL:						
	PERSONAL SERVICES	61,112.00	.00	51,286.17	9,825.83	83.9
	MATERIAL AND SERVICES	43,000.00	618.81	15,336.39	27,663.61	35.7
	CAPITAL OUTLAY	.00	.00	.00	.00	
		104,112.00	618.81	66,622.56	37,489.44	64.0
NON-DEPARTMEN	TAL:					
	MATERIAL AND SERVICES	145,500.00	3,103.18	55,558.09	89,941.91	38.2
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TRANSFERS OUT	243,500.00	.00	.00	243,500.00	.0
	CONTINGENCIES AND RESERVES	652,530.00	.00	.00	652,530.00	.0
		1,041,530.00	3,103.18	55,558.09	985,971.91	5.3
		5,027,069.00	282,470.73	2,550,689.12	2,476,379.88	50.7
		( 950,000.00)	( 163,424.60)	506,750.11	( 1,456,750.11)	53.3
					.,.30,100.11)	

### STREET FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	INTERGOVERNMENTAL	485,000.00	33,916.19	236,572.79	248,427.21	48.8
	OTHER REVENUE	13,650.00	152.97	8,112.53	5,537.47	59.4
	TRANSFER IN	.00.	.00.	.00.	.00.	.0
		498,650.00	34,069.16	244,685.32	253,964.68	49.1
	EXPENDITURES					
EXPENDITURES:						
	PERSONAL SERVICES	205,515.00	12,311.03	123,014.27	82,500.73	59.9
	MATERIAL AND SERVICES	205,000.00	13,228.03	112,614.50	92,385.50	54.9
	CAPITAL OUTLAY	107,000.00	7,995.00	7,995.00	99,005.00	7.5
	DEBT SERVICE	27,583.00	360.11	2,881.14	24,701.86	10.5
	TRANSFERS OUT	31,582.00	.00	.00	31,582.00	.0
	CONTINGENCIES AND RESERVES	121,970.00	.00.	.00	121,970.00	.0
		698,650.00	33,894.17	246,504.91	452,145.09	35.3
		698,650.00	33,894.17	246,504.91	452,145.09	35.3
		( 200,000.00)	174.99	( 1,819.59)	( 198,180.41)	( .9)

### WATER FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	SOURCE 03	.00.	.00	.00	.00	.0
	CHARGES FOR SERVICES	1,637,000.00	120,559.15	1,117,517.47	519,482.53	68.3
	OTHER INCOME	54,500.00	3,929.30	40,102.98	14,397.02	73.6
	TRANSFERS IN	.00	.00	.00	.00.	.0
		1,691,500.00	124,488.45	1,157,620.45	533,879.55	68.4
	EXPENDITURES					
WATER DISTRIBUT						
	PERSONAL SERVICES	361,597.00	21,183.55	207,247.99	154,349.01	57.3
	MATERIAL AND SERVICES	197,500.00	12,347.74	135,716.10	61,783.90	68.7
	CAPITAL OUTLAY	50,000.00	.00	24,454.63	25,545.37	48.9
	DEBT SERVICE	14,900.00	398.40	3,187.13	11,712.87	21.4
		623,997.00	33,929.69	370,605.85	253,391.15	59.4
WATER TREATME	NT:					
	PERSONAL SERVICES	311,891.00	21,774.72	196,292.10	115,598.90	62.9
	MATERIAL AND SERVICES	242,000.00	13,210.60	144,292.21	97,707.79	59.6
	CAPITAL OUTLAY	20,500.00	.00	2,384.49	18,115.51	11.6
	DEBT SERVICE	14,900.00	398.40	3,187.13	11,712.87	21.4
	TRANSFERS OUT	589,386.00	.00	.00	589,386.00	.0
	CONTINGENCIES AND RESERVES	178,826.00	.00	.00	178,826.00	.0
		1,357,503.00	35,383.72	346,155.93	1,011,347.07	25.5
DEPARTMENT 24:						
	CAPITAL OUTLAY	.00	.00	.00	.00.	.0
		.00	.00	.00	.00	.0
		1,981,500.00	69,313.41	716,761.78	1,264,738.22	36.2
		( 290,000.00)	55,175.04	440,858.67	( 730,858.67)	152.0
				:		

### WASTEWATER FUND

	-	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE						
SOURCE 03		( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SE	RVICES	3,129,300.00	258,807.40	2,092,091.55	1,037,208.45	66.9
OTHER REVENUE		10,000.00	1,799.34	9,265.74	734.26	92.7
TRANSFER IN	_	.00	.00	.00	.00	.0
	_	3,134,800.00	260,606.74	2,101,357.29	1,033,442.71	67.0
EXPENDITURES						
WASTEWATER COLLECTION:						
PERSONAL SERVI	CES	528,144.00	33,312.47	323,703.55	204,440.45	61.3
MATERIAL AND SE	RVICES	243,700.00	11,099.71	90,147.38	153,552.62	37.0
CAPITAL OUTLAY		15,000.00	.00	2,384.49	12,615.51	15.9
DEBT SERVICE		14,900.00	398.40	3,187.14	11,712.86	21.4
TRANSFERS OUT	_	149,966.00	.00	.00	149,966.00	.0
		951,710.00	44,810.58	419,422.56	532,287.44	44.1
WASTEWATER TREATMENT:						
PERSONAL SERVICE	CES	536,014.00	38,405.38	329,647.76	206,366.24	61.5
MATERIAL AND SE	RVICES	582,300.00	45,177.87	317,742.24	264,557.76	54.6
CAPITAL OUTLAY		10,000.00	.00	2,384.49	7,615.51	23.8
DEBT SERVICE		14,900.00	398.40	3,187.14	11,712.86	21.4
TRANSFERS OUT		1,230,044.00	.00	.00	1,230,044.00	.0
CONTINGENCIES A	ND RESERVES	314,332.00		.00	314,332.00	.0
	_	2,687,590.00	83,981.65	652,961.63	2,034,628.37	24.3
	_	3,639,300.00	128,792.23	1,072,384.19	2,566,915.81	29.5
		( 504,500.00)	131,814.51	1,028,973.10	( 1,533,473.10)	204.0

### **URBAN RENEWAL AGENCY FUND**

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	534,592.00	6,536.41	523,087.57	11,504.43	97.9
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	3,000.00	1,045.00	4,515.98	( 1,515.98)	150.5
		537,592.00	7,581.41	527,603.55	9,988.45	98.1
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	35,000.00	76.02	3,241.02	31,758.98	9.3
	CAPITAL OUTLAY	391,853.00	.00	.00	391,853.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
	CONTINGENCIES AND RESERVES	.00.	.00	.00	.00.	.0
		877,592.00	76.02	3,241.02	874,350.98	.4
DEPARTMENT 20:	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00.	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES					
		.00	.00	.00.	.00	.0
		877,592.00	76.02	3,241.02	874,350.98	
		( 340,000.00)	7,505.39	524,362.53	( 864,362.53)	154.2
			<del></del>			

## BROOKING

**NOTES:** 

### **CITY OF BROOKINGS**

MAR 05 2018

### **City of Brookings**

898 Elk Drive, Brookings, OR 97415

Phone: 541-469-2163 Fax: 541-469-3650

5 Electors

2 Residents

4 Residents, 1 UGB

4 Residents, 3 Curry Co.

3 Residents, 2 UGB

RECEIVED.....

www.brookings.or.us

### APPROVED BY CITY COUNCIL ON

APPLICATION TO SERVE ON A COMMISSION OR COMMITTEE

PART I Contact Information:

Applicant Name: DAVID E. PAOL

Physical Address: 1380 Glan wood Dr., Brookings

Mailing Address: Final Address: Phone: 541254 4695

PART II Position Selection, Requirements and Restrictions: (Please answer all that apply)

1. Commission/Committee applying for: Composition (i) Term (ii)

Planning Commission/Commission for Citizen Involvement (iii) 5 Electors, 2 UGB 4 years

	654
years	months

3 years

2 years

3 years

2 years

3 years

□ No

3. UGB residents: How long have you lived in the UGB?

Tourism Promotion Advisory Committee (TPAC) (iii)

years	months

4. What is your current occupation?

Retired

### (i) Membership requirements:

**Budget Committee** 

Parks and Recreation Commission

Public Art Committee (PAC) (iii)

Traffic Safety Committee

Other (please specify):

- Residents must reside inside City limits; resident/UGB status determined by physical address.
- Electors are registered voters of the City of Brookings (verified by County Elections Office).
- UGB members must reside within the Brookings Urban Growth Boundary (contact the Planning Department at 541-469-1137 for assistance in determining UGB status).
- (ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.
- (iii) Other restrictions:
  - Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
  - TPAC: The three (3) Curry Co. members must own property, own a business or be employed in the City.
  - PAC: Three (3) members must have an art background.

### PART III Background Information: (Attach additional pages if needed)

1. List your related experience and/or background to the position you are applying for: Related Experience & Background: BS Degree in Civil Engineering. Practiced civil engineering and land surveying for 1964 to 2015. This includes Transportation Planning for proposed Bart-like system for Seattle, planned bus system for what became Tri-Met in Portland, planned bus system for Santa Clara County, California. Chief Transportation Planner for ODOT Public Transit Division. In private practice, owner of Paoli Engineering & Surveying with offices in Fort Bragg, California and Klamath Falls, Oregon from 1981 to 2015. This included City Engineer for Point Arena, California, which responsibility included working with City Council and staff on water, sewer, streets, bikeways, port, other consultants and other agencies such as Mendocino County and California Coastal Commission. Over 2000 projects with private clients needing surveys, design structural engineering, sewer and septic systems, water systems. Dozens of projects on coastal erosion and blufftop setback and design. 2. List any unrelated work history, educational background, and volunteer experience you may have: Most of my work and living environment was in a city and rural environment almost identical to Brookings; that would be Fort Bragg, California and Mendocino County. So even though my time of living here is not long, I am very much in tune with living in a small coastal city that used to rely on lumber mills and fishing ports. Three years ago I wrote and self-published a book, "Growing Up In Redwood Country," an autobiography that could be considered a reference document of my early life. Since I came here I wrote and published "Subduction Zone," a fictional story about a couple moving to Brookings, Oregon. Several months after they settled here, the 9.0 earthquake and its 100-foot tsunami occurred. The fictional damage to the community is described in some detail, including the bridges that fell, the fire that occurred in town, the damage to the water and sewer systems, the criminal elements that responded to the disaster, the evacuation methodology and the planning estimates made for the recovery. A copy is available at the library and at the local bookstore. My volunteer experience includes thirty-seven years a member of Lions Clubs, twice a President. Thirty years a member of a Masonic order, three times the leader, or "Worshipful Master". In my first year a member of the Azalea Park Foundation 3. Briefly describe your interest in this position and what you hope to accomplish: In line with my book "Subduction Zone" I would be very interested in developing or assisting in the development of a recovery plan for Brookings, after "The Big One". I am also interested in learning more about the big subdivision planned by U.S. Gypsum (?). It was approved over ten years ago and I wonder if the plan should be subject to a review; most planning documents are updated every five to ten years.

PART	Volunteer Agreement: Please read and check off the following before signing:  I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
	I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
	I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
Y	I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
	I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. ( <i>Planning Commission applicants, see</i> ** below)
✓ .	I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
	By signing this application voluntarily, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.
Ann	DAYID E. PAGLI icant (print name)
,,,,,	Said €. Pacti 3/5/2018
Арр	icant's Sgnature Date

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 9 am to 4:30 pm, Monday — Friday.

Commission and Committee contact information:

- Planning Commission: 541-469-1137 mschexnayder@brookings.or.us
- Budget Committee: 541-469-1123 jhoward@brookings.or.us
- Parks and Recreation Commission, Public Art Committee, Tourism Promotion Advisory Committee and Traffic Safety Committee: 541-469-1103 - <u>Iziemer@brookings.or.us</u>

<sup>\*\*</sup>Planning Commissioners holding office on April 1<sup>st</sup> of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGEC). You may view a sample form at <a href="http://www.oregon.gov/ogec/docs/sei/sei-11">http://www.oregon.gov/ogec/docs/sei/sei-11</a> form sample only for website.pdf. Official forms provided by OGEC.