

City of Brookings

MEETING AGENDA

CITY COUNCIL/URBAN RENEWAL AGENCY

Tuesday, May 29, 2018, 7:00pm

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

The City Council will meet in Executive Session at 6:30 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."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Public Hearings & Resolutions

1. Public hearing and approval of appropriations for the 2018-19, Fiscal Year Budget [F&HR, Pg. 4]
 - a. Resolution 18-R-1132, State Revenue Sharing [Pg. 5]
 - b. Resolution 18-R-1133, Budget [Pg. 6]
2. Approval of Water and Sewer Rates and System Replacement Fees for Fiscal Year 2018-19 [F&HR, Pg. 9]
 - a. Resolution 18-R-1134 [Pg. 10]
 - b. Resolution 18-R-1135 [Pg. 12]
 - c. Resolution 18-R-1136 [Pg. 14]

E. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

F. Staff Reports

1. Department of Land Conservation and Development Housing Planning Funds [PWDS, Pg. 15]
 - a. Request for Assistance information form [Pg. 16]
2. Contract Extension with The Dyer Partnership [City Manager, Pg. 19]
 - a. Contract Extension [Pg. 20]
 - b. Original Agreement [Pg. 21]
3. Brookings Airport Purchase [City Manager, Pg. 33]
 - a. Purchase and Transfer Agreement Brookings Airport [Pg. 35]
 - b. Brookings Airport Federal Obligations Assignment & Assumption Agreement [Pg. 44]
 - c. Brookings Airport ODA COAR Grant Agreements Assignment and Assumptions Agreement [Pg. 49]
 - d. Capital Expenditure Summary [Pg. 56]
 - e. Standard FAA Grant Assurances [Pg. 57]
4. Travel Oregon Competitive Medium Grant [PWDS, Pg. 77]
 - a. TPAC Letter of Support [Pg. 79]

- b. Bike Kiosk mock up [Pg. 80]
- c. Bike repair station specifications [Pg. 81]
- d. Bike storage lockers specifications [Pg. 82]
- e. Central Building mock up [Pg. 85]
- f. Curtis email approving bike lockers [Pg. 86]
- g. Cost estimate [Pg. 87]
- h. ODOT confirmation of sponsorship email [Pg. 88]
- i. Bikes Mean Business flyer [Pg. 89]
- 5. Curry Transfer and Recycling Rate Increase [City Manager, Pg. 91]
 - a. Rate schedule with rate increase and franchise fee effective July 1, 2018 [Pg. 92]
- 6. Waiver of Fees for Wild Rogue Relay [Parks, Pg. 95]
 - a. Fee Waiver and Sponsorship Request [Pg. 96]
- 7. Rock the Chetco Event Funding [City Recorder, Pg. 98]
 - a. Event Funding Application [Pg. 99]
- 8. City Manager Employment Agreement [F&HR, Pg. 100]
 - a. City Manager employment agreement [Pg. 102]

G. Consent Calendar

- 1. Approve Council minutes for May 14, 2018 [Pg. 107]
- 2. Accept TPAC minutes for April 12, 2018 [Pg. 110]
- 3. Approve Superfly's Liquor License [Pg. 112]
- 4. Receive monthly financial report for April 2018 [Pg. 114]

H. Remarks from Mayor and Councilors

I. Adjournment

URBAN RENEWAL AGENCY

A. Call to Order

B. Roll Call

C. Accept Agency minutes for December 11, 2017 [Pg. 120]

D. Public Comments

E. Staff Reports

- 1. Public hearing and approval of Agency appropriations for the 2018-19, Fiscal Year Budget. [F&HR, Pg. 121]
 - a. Resolution 18-R-1137, Budget [Pg.122]

F. Agency Remarks

G. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, 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.

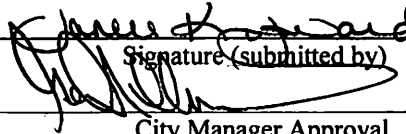
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 14 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: Finance & HR


Signature (submitted by)

City Manager Approval

Subject:

Hold Public Hearing and Approval of Appropriations for FY 2018-19 Budget.

Recommended Motion:

1. Adopt Resolution 18-R-1132 declaring the City's election to receive state revenues for 2018-19 fiscal year.
2. Adopt Resolution 18-R-1133, adopting the City of Brookings' budget, declaring tax levied, making appropriations for the 2018-19 fiscal year, and to categorize the levy.

Financial Impact:

The total approved fiscal year 2018-19 budget, with recommended changes, for the City of Brookings is \$23,244,349. The General Fund operating expenditures total \$5,012,855 with revenues projected at \$4,580,948, with the Contingency projected to decrease slightly by \$24,437.

Background /Discussion:

Oregon local budget law requires the city's governing body to enact a resolution adopting the budget for the next fiscal year, prior to June 30th. Before the City can implement the 2018-19 budget and receive tax money necessary for operations, these resolutions must be adopted by the City Council.

The State of Oregon requires an opportunity for the public to comment on the use of State Revenue Sharing funds before the Budget Committee and City Council. The hearing before the Budget Committee was held on April 26, 2018. A second hearing is to be held at this City Council meeting.

Budget highlights include:

- \$6.8 million in capital expenditures in water, sewer, storm drain, street, and parks improvements.
- A 3.9% rate increase in the water utility rate and no increase in the sewer utility rate.

Attachments:

- a. Resolution 18-R-1132 State Revenue Sharing
- b. Resolution 18-R-1133 Adopt Budget

CITY OF BROOKINGS

RESOLUTION 18-R-1132

A RESOLUTION DECLARING THE CITY OF BROOKINGS' ELECTION TO RECEIVE STATE REVENUES FOR THE 2018-19 FISCAL YEAR.

WHEREAS, Pursuant to ORS 221.770, the City of Brookings hereby elects to receive state revenues for fiscal year 2018-19, and

WHEREAS, the Budget Committee of the City of Brookings held a public hearing on April 26, 2018 and the City Council of the City of Brookings held a public hearing on May 29, 2018, giving citizens an opportunity to comment on the use of State Revenue Sharing;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Brookings, Curry County, Oregon, do hereby approve this resolution.

Adopted by Council and made effective on the 29th of May, 2018.

Dated and signed this _____ day of _____, 2018.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

I certify that a public hearing before the Budget Committee was held on April 26, 2018 and a public hearing before the City Council was held on May 29, 2018, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Janell K. Howard, Finance and Human Resources Director

CITY OF BROOKINGS

RESOLUTION 18-R-1133

A RESOLUTION ADOPTING THE CITY OF BROOKINGS BUDGET, DECLARING TAX LEVIED, and MAKING APPROPRIATIONS FOR THE 2018-19 FISCAL YEAR AND TO CATEGORIZE THE LEVY.

BE IT RESOLVED that the City Council of the City of Brookings hereby adopts the budget for fiscal year 2018-19 in the sum of \$23,244,349 now on file at the Finance and Human Resources Department.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below, are hereby appropriated as follows:

GENERAL FUND		
Judicial	\$38,746	
Legislative/Administration	368,113	
Police	2,647,383	
Fire	288,291	
Planning & Building	271,115	
Parks & Recreation	385,699	
Finance & Human Resources	260,145	
Swimming Pool	103,687	
Non-Departmental	148,000	
Special Appropriations:		
Debt Service	142,769	
Transfers	358,907	
Contingency	628,093	
TOTAL GENERAL FUND APPROPRIATION		\$5,640,948
STREET FUND		
Streets Maintenance	507,076	
Special Appropriations:		
Debt Service	22,238	
Transfers	46,612	
Contingencies	118,724	
TOTAL STREET FUND APPROPRIATION		694,650
WATER FUND		
Water Distribution	649,362	
Water Treatment	503,349	
Special Appropriations:		
Debt Service	15,111	
Transfers	711,650	
Contingencies	177,528	
TOTAL WATER FUND APPROPRIATION		2,057,000
WASTEWATER FUND		
Wastewater Collection	845,536	
Wastewater Treatment	935,103	
Special Appropriations:		
Debt Service	15,111	
Transfers	1,687,282	
Contingencies	315,268	
TOTAL WASTEWATER FUND APPROPRIATION		3,798,300
9-1-1 FUND		
9-1-1 Division	175,055	
Special Appropriations:		
Debt Service	23,845	
Transfers	102,100	
Contingencies	100,000	
TOTAL 9-1-1 FUND APPROPRIATION		401,000
TOURISM FUND		
Tourism Division	56,300	
Special Appropriations:		
Transfers	6,900	
TOTAL TOURISM FUND APPROPRIATION		63,200

AIRPORT FUND		
Airport Division		62,607
WATER LOAN FUND OECDD		
Debt Service		454,880
STORM LOAN FUND		
Debt Service		97,013
WASTEWATER LOAN FUND		
Debt Service		1,241,185
TECHNOLOGY RESERVE FUND		
Technology Program	67,930	
Special Appropriations:		
Transfers	45,200	
Contingencies	10,000	
TOTAL FUND APPROPRIATION		123,130
CAPITAL PROJECTS RESERVE FUND		
Park and Recreation Program	759,060	
Public Safety	110,000	
Special Appropriations:		
Capital Outlay	1,703,428	
TOTAL RESERVE FUND APPROPRIATION		2,572,488
STREET SYSTEM REPLACEMENT FUND		
Street Maintenance	295,586	
Special Appropriations:		
Transfers	4,914	
TOTAL STREET SRF FUND APPROPRIATIONS		300,500
WATER SYSTEM REPLACEMENT FUND		
Water System Maintenance	838,793	
Special Appropriations:		
Transfers	126,707	
TOTAL WATER SRF FUND APPROPRIATIONS		965,500
WASTEWATER SYSTEM REPLACEMENT FUND		
Wastewater System Maintenance	1,363,291	
Special Appropriations:	152,709	
Transfers		
TOTAL WASTEWATER SRF FUND APPROPRIATIONS		1,516,000
STORMWATER SYSTEM REPLACEMENT FUND		
Stormwater System Maintenance	339,994	
Special Appropriations:		
Transfers	55,006	
TOTAL STORMWATER SRF FUND APPROPRIATIONS		395,000
STREET SYSTEM DEVELOPMENT FUND		
Street Program		70,000
WATER SYSTEM DEVELOPMENT FUND		
Water System		37,000
WASTEWATER COLLECTIONS SYSTEM DEVELOPMENT FUND		
Wastewater System		274,000
PARKS & REC SYSTEM DEVELOPMENT FUND		
Parks and Recreation Program		300,000
STORMWATER SYSTEM DEVELOPMENT FUND		
Stormwater System		115,500
WASTEWATER TREATMENT SYSTEM DEVELOPMENT FUND		
Wastewater System		504,500
SPECIAL POLICE		

K-9	44,500	
Safety City	11,000	
Federal Restitution	4,166	
State Restitution	1,390	
Police Reserves	18,000	
Police VIPS	750	
Grants Program	11,500	91,306
HEALTH FAIR FUND		
Health Fair Program	2,500	
Special Appropriations:		
Contingency	1,300	
TOTAL HEALTH FAIR FUND		3,800
SPECIAL FIRE FUND		
Fire Program		11,100
TOTAL CITY OF BROOKINGS APPROPRIATIONS		21,790,607
RESERVED AMOUNTS		
Water Loan Fund	331,026	
Wastewater Loan Fund	1,122,716	
		1,453,742
TOTAL ADOPTED BUDGET		<u>\$23,244,349</u>

BE IT FURTHER RESOLVED that the City Council of the City of Brookings hereby imposes the taxes provided for in the adopted budget at the rate of \$3.7630 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2018-19 upon the assessed value of all taxable property within the district as follows:

CATEGORIZING THE TAX		
	General Government	Excluded from Limitation
General Fund	\$3.7630/1000	

ADOPTED by the City Council for the City of Brookings this 29th of May, 2018.

Mayor Jake Pieper

ATTEST by:

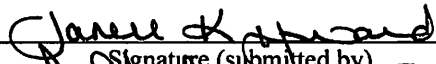
Teri Davis, City Recorder

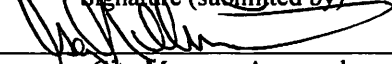
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: Finance & HR



Signature (submitted by)


City Manager Approval

Subject: Approve Water and Sewer Rates, and System Replacement Fees for 2018-19

Recommended Motion:

1. Adopt Resolution 18-R-1134, adopting Water rates for 2018-19.
2. Adopt Resolution 18-R-1135, adopting Sewer rates for 2018-19.
3. Adopt Resolution 18-R-1136, adopting System Replacement Fees for 2018-19.

Financial Impact:

The above rates are necessary to balance the budget as approved by the Budget Committee.

Background /Discussion:

The rate increases included in the attached resolutions are as approved by the Budget Committee.

A rate increase of 3.9% for water was approved by the budget committee.

There is no rate increase proposed for sewer, therefore a rate increase of 0.0% for sewer was approved by the budget committee.

System Replacement Fees (SRF) are adjusted by the CPI-U, which increased 2.4%. As a reminder, there is currently no Streets SRF, as it was eliminated due to voters approving a local fuel tax, effective July 1, 2015. The local fuel tax was renewed by voters in the election earlier this month.

Attachment(s):

Resolution 18-R-1134 Water Rates

Resolution 18-R-1135 Sewer Rates

Resolution 18-R-1136 System Replacement Fees

CITY OF BROOKINGS

RESOLUTION 18-R-1134

IN THE MATTER OF A RESOLUTION ADOPTING RATES, FEES AND CHARGES TO THE USERS OF THE CITY OF BROOKINGS WATER SUPPLY SERVICES AND REPEALING RESOLUTION 17-R-1106.

WHEREAS, Ordinance No 88-O-432 provides for adoption of rates, fees and charges to the users of the City of Brookings water supply services; *and*

WHEREAS, the collection of reasonable rates, fees and charges are necessary to sustain the water system and water service;

WHEREAS, the City Council desires to have the monthly user charges for City of Brookings water supply services increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U), March to March;

WHEREAS, the City Council and Budget Committee understand that an increase of 3.9% is necessary to balance resources and requirements for 2018-19;

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective July 1, 2018, the following rates, fees and charges are hereby adopted:

Account setup/Administrative reconnect fee: \$20.00 Nonrefundable

Monthly User Charges	Inside City Limits	\$12.76 Base Fee \$2.76 per 100 cu ft of usage
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	Outside City Limits	\$25.52 Base Fee \$5.52 per 100 cu ft of usage
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Service Deposit

High risk	\$	300.00
Medium risk	\$	200.00
Low Risk	\$	0.00

Temporary Construction Service	\$	90.00
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(Up to six month service. Service terminates upon receipt of certificate of occupancy or the end of the six month term, whichever occurs first. May apply for additional six months for additional \$90)

Non-occupant water usage	\$	40.00
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(14 calendar day maximum)

Vacation Turn – On	\$ 35.00
-Outside City Limits	\$ 45.00
Vacation Turn – Off	\$ 35.00
-Outside City Limits	\$ 45.00
Late Fee	\$ 15.00
Shut off Fee	\$ 35.00
After Hours Call Out Fee	\$ 130.00
Meter Test	\$ 52.00

BE IT FURTHER RESOLVED that Resolution 17-R-1106 is repealed in its entirety.

Passed by the City Council May 29, 2018, and made effective July 1, 2018.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

CITY OF BROOKINGS

RESOLUTION 18-R-1135

IN THE MATTER OF A RESOLUTION ADOPTING RATES, FEES AND CHARGES TO THE USERS OF THE CITY OF BROOKINGS SEWER SERVICES AND REPEALING RESOLUTION 17-R-1107.

WHEREAS, Ordinance No. 91-O-477 provides for adoption of rates, fees and charges to the users of the City of Brookings sewer services;

WHEREAS, the collection of reasonable rates, fees and charges are necessary to sustain the sewer system and sewer service;

WHEREAS, the City Council desires to have the monthly user charges for City of Brookings Sewer Services increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U), March to March;

WHEREAS, the City Council and Budget Committee agree that no increase is necessary to balance resources and requirements for 2018-19;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Brookings, Oregon, a municipal corporation, that the following rates, fees and charges are hereby adopted, which remains the same as the 2017-18 rates:

Account setup/Administrative reconnect fee: Included with water fee

Service deposit Included with water deposit

Monthly user charges for:

Single family residential: \$61.86

Multi-family residential: \$61.86

Commercial \$3.48 monthly service charge
plus \$6.78/ccf of water use

Restaurants: \$3.48 monthly service charge
plus \$7.69/ccf of water use

Schools: \$3.48 monthly service charge
plus \$4.03/ccf of water use

Churches	\$3.48 monthly service charge plus \$3.91/ccf of water use
Industrial:	\$3.48 monthly service charge plus \$12.02/ccf of water use
Harbor Sanitary District:	As established by agreement

BE IT FURTHER RESOLVED that Resolution 17-R-1107 is repealed in its entirety.

Passed by the City Council May 29, 2018, and made effective July 1, 2018.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

CITY OF BROOKINGS

RESOLUTION 18-R-1136

A RESOLUTION ADOPTING FEES AND CHARGES FOR SYSTEM REPLACEMENT FOR THE WATER SYSTEM, WASTEWATER SYSTEM, AND STORM WATER SYSTEM, AND ESTABLISHING AN ANNUAL INFLATIONARY ADJUSTMENT FOR REPLACEMENT CHARGES, REPEALING RESOLUTION 17-R-1108.

WHEREAS, Ordinance 87-O-419 provides for adoption of System Replacement Charges and Ordinance 06-O-574 provides for all future revisions to System Replacement Charges to be adopted by resolution of the City Council; and

WHEREAS, the collection of reasonable charges are necessary to finance capital replacement, non-capacity increasing extension, and non-capacity increasing expansion of municipal utility facilities, including the acquisition of land or rights-of-way thereto; and

WHEREAS, the City Council desires to have the monthly user charges for City of Brookings Utilities System Replacement be increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U), March to March; and

WHEREAS, the CPI-U increased 2.4% from March 2017 to March 2018;

NOW, THEREFORE, BE IT RESOLVED: by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective July 1, 2018, the following Utilities System Replacement Charges are replacing the current Utilities System Replacement Charges:

<u>CHARGE</u>	<u>RATE</u>
Street System Replacement	\$0.00
Water System Replacement	\$3.11
Wastewater System Replacement	\$3.98
Stormwater System Replacement	\$4.35

BE IT FURTHER RESOLVED that Resolution 17-R-1108 is repealed in its entirety.

PASSED by the City Council May 29, 2018.

Attest:

Mayor Jake Pieper

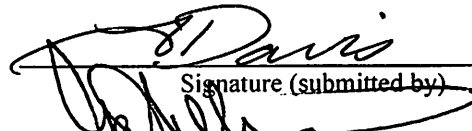
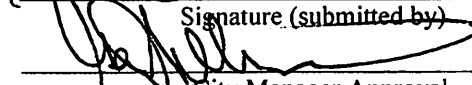
City Recorder Teri Davis

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval

Subject: Department of Land Conservation and Development Housing Planning Funds

Recommended Motion:

Motion to authorize the Mayor to submit a Department of Land Conservation and Development Request for Assistance to create a Housing Strategy Implementation Plan.

Financial Impact: None

Reviewed by Finance & Human Resources Director: _____

Background/Discussion:

The Department of Land Conservation and Development (DLCD) is offering funding, which requires no match, to provide technical assistance to cities to address affordable housing.

The funding program can be utilized to develop one of four products: a Housing Needs Analysis, a Code Audit, a Code Update or a Housing Strategy Implementation Plan (for communities with a completed Housing Needs Assessment less than five years old.)

At the Council Workshop on May 7, staff was directed to return to Council with further information regarding recent State legislation, possible incentive programs, and recommended code revisions addressing affordable housing. Because the City has a completed Housing Needs Assessment, staff is instead seeking Council's approval to take an alternate course of action, i.e., submitting a Request for Assistance to create a Housing Strategy Implementation Plan which will give the City guidance in establishing a feasible action plan to implement one or more housing strategies. The Housing Strategy product may address needed zoning changes, incentives for affordable housing, SDC waivers, programs to manage short-term and vacation rentals, or other regulatory or non-regulatory tools. Staff believes a document such as this would be a more valid and valuable tool for Council than any which Staff may be able to produce and, moreover, will give backing and credibility to any Council decision based upon it.

Funding decisions are expected to be made quickly as projects are required to be complete by June 30, 2019. If the City is selected for the funding, DLCD will match and assign a consultant to the City, based on its needs. DLCD will also manage the consultant through the plan creation process. The City will be required to sign a memorandum of understanding which will spell out the roles and responsibilities of the consultant, DLCD, and the City.

Attachment(s):

- a. Request for Assistance information and form



REQUEST FOR ASSISTANCE OREGON HOUSING PLANNING PROJECT



The Oregon Department of Land Conservation and Development (DLCD) is accepting requests for planning assistance from cities and counties to update comprehensive plans and land use regulations to increase the affordability and supply of housing in the state.

Background

During the 2018 legislative session, the legislature appropriated funds to DLCD for the purpose of providing technical assistance to local governments in increasing the affordability of housing within urban growth boundaries ([HB 4006](#)). Technical assistance will include an analysis of housing needs, audits of land use codes (to identify barriers to housing development), revisions to land use codes (to remove barriers), and implementation plans for increasing housing supply.

To provide this assistance, DLCD will contract with consultants experienced in completing Housing Needs Analyses (HNAs) and updating land use codes, and the consultant will work for a city – or group of cities within a county or region – to prepare draft updates to the comprehensive plan or code. For jurisdictions with up-to-date plans and codes, assistance with developing a strategy to implement the plan is also offered. The projects must be completed and funds expended by June 30, 2019.

Available Services

Cities and counties may request assistance developing one of the following products.

Housing Needs Analysis. The consultant will work with one or more advisory committees appointed by the city – or the county acting on behalf of a group of cities – to prepare a hearings-ready draft HNA. An HNA includes a housing needs projection (addressing housing types and price levels), residential land needs analysis, buildable lands inventory, and identification of measures for accommodating needed housing as described in OAR chapter 660, divisions 7 and 8. The purpose of an HNA is to ensure that cities have an available land supply to accommodate their housing needs over the next 20 years.

Code Audit. The consultant will work with an advisory committee appointed by the city or county to conduct a code audit of existing zoning and development code(s) to identify permitting criteria and processes that are a barrier to housing development. Specifically, an audit will assess the presence of a clear and objective approval path for needed housing, identify criteria or processes that may be a barrier to the development of needed housing, and determine whether permitted use lists and development standards ensure that the mix and density of allowed housing can accommodate needed housing as identified in the HNA. Priority will be given to cities with HNAs updated within the last five years.

Code Update. The consultant will work with an advisory committee appointed by the city or county to conduct a code update of the zoning and development code(s) to remove barriers to housing development and add provisions to increase housing development, types, and affordability. The code update will address local needs by updating the code(s) as needed to: provide or enhance a clear and objective approval path for Needed Housing, remove or amend criteria or processes that hinder development of needed housing, and update permitted use lists and development standards to ensure that the mix and density of allowed housing can accommodate needed housing. In addition to

comprehensive code updates, a city may propose a code update focused on a more specific or targeted subject affecting residential development (e.g., off-street parking standards, lot-dimension standards) that have already been identified as a barrier to the development of needed housing by an adopted HNA or code audit. Priority will be given to cities with HNAs updated within the last five years.

Housing Strategy Implementation Plan. For communities with HNAs less than five year old, the consultant will work with an advisory committee appointed by the city or county to develop an action plan to implement one or more of the housing strategies identified in the HNA. A housing strategy may include changes to zoning, programs to manage short-term or vacation rentals, incentives for affordable housing, SDC waivers, or other regulatory or non-regulatory tools.

Eligibility

All cities and counties are eligible to submit a Request for Assistance. Because housing planning is completed for a specific urban growth area, a non-Metro county government is eligible only as a convener for a group of cities within its boundaries. A Metro county is eligible for its urban area.

If the department receives more interest than available funding can accommodate, priority will be given first to cities that are over 10,000 population and severely rent-burdened.¹ Second priority will be given to other cities that are severely rent-burdened; third priority will be to cities over 10,000 population with high population growth rates. The department will also consider local government readiness, geographic distribution, consultant availability and expertise, and type of technical assistance requested.

Application and Next Steps

Complete and sign one-page application (on following page). Applications will be accepted through June 15, 2018.

Selected jurisdictions will be asked to sign a memorandum of understanding that spells out the roles and responsibilities of the consultant, DLCD, and the local government.

Additional Information

Please contact your DLCD regional representative with questions or for more information.

<u>Mid-Willamette Valley</u> Angela Carnahan angela.carnahan@state.or.us 503-934-0056	<u>East Metro</u> Jennifer Donnelly jennifer.donnelly@state.or.us 503-725-2183	<u>West Metro</u> Anne Debbaut anne.debbaut@state.or.us 503-725-2182
<u>Central Oregon:</u> Scott Edelman scott.edelman@state.or.us 541-306-8530	<u>Southern Oregon</u> Josh LeBombard josh.lebombard@state.or.us 541-414-7932	<u>South Coast</u> Dave Perry dave.perry@state.or.us 541-574-1584
<u>North Coast</u> Matt Spangler matt.spangler@state.or.us 541-574-1095	<u>Eastern Oregon :</u> Phil Stenbeck phil.stenbeck@state.or.us 541-325-6924	<u>Southern Willamette Valley</u> Patrick Wingard patrick.wingard@state.or.us 541-393-7675

¹ HB 4006 prioritized funding for these cities, and defined a “severely rent burdened” city as one where 25 percent or more of the renter households in the city spend more than 50 percent of the income of the household on gross rent for housing.

REQUEST FOR ASSISTANCE: Oregon Housing Planning Project		
City: <u>OR</u> County: For these cities:		
Contact Person (name and title):		
Contact phone number:		
Contact e-mail address:		
Service of Interest. Select one. <input type="checkbox"/> Housing Needs Analysis <input type="checkbox"/> Code audit (priority will be given where HNA is less than five years old) <input type="checkbox"/> Code update (priority will be given where HNA is less than five years old) <input type="checkbox"/> Housing strategy implementation plan (if HNA is less than five years old)		
By signing below, the local government demonstrates community support as required by ORS 284.753(5) – signature by an elected official authorized to act on behalf of the governing body.		
_____ Signature of local governing body representative		_____ Date
_____ Title		

Submittal

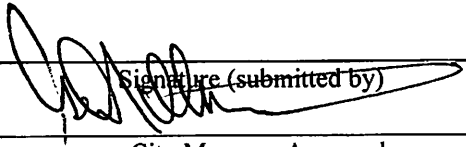
Please submit this Request for Assistance by June 15, 2018 to DLCD by email to the following address: DLCD.GFGrant@state.or.us.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: City Manager



Signature (submitted by)


City Manager Approval

Subject: Contract Extension with The Dyer Partnership

Recommended Motion:

Motion to authorize City Manager to execute an as-needed technical services agreement contract extension with The Dyer Partnership.

Financial Impact:

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City has contracted with The Dyer Partnership for as-needed engineering services since 2008. The Current contract extension expires June 30, 2018. The City issued a Request for Qualifications for this service in April. Staff felt it appropriate to take a fresh look at providing this service after 10 years of contracting with Dyer. Two proposals were received.

The incoming City Manager is seeking time to consider other alternatives for providing these services. Staff recommends a contract extension with The Dyer Partnership to continue providing as needed services on an ongoing basis, subject to a 60-day cancellation.

Attachment(s):

- a. Contract Extension
- b. Original Agreement



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1101 Fax (541) 469-3650 TTY (800) 735-1232
www.brookings.or.us

PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

CONTRACT EXTENSION: AS-NEEDED TECHNICAL SERVICES AGREEMENT WITH THE DYER PARTNERSHIP, ENGINEERS & PLANNERS, INC.

THIS EXTENSION OF CONTRACT ("Extension") is made by and between the City of Brookings, an Oregon municipal corporation ("City"), and The Dyer Partnership, Engineers & Planners, Inc., an Oregon corporation ("Engineer"), for as-needed engineering and other technical services.

RECITALS

WHEREAS, in August 2014, Engineer was awarded a three (3) year contract with the City;

WHEREAS, the three (3) year contract expired June 30, 2017 and a contract extension to June 30, 2018 was approved October 24, 2017;

WHEREAS, the City has a need for continued engineering and other technical services; and

WHEREAS, the parties mutually desire to extend the original contract as provided below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1.0 ORIGINAL CONTRACT. The original contract that is the subject of this Extension is the agreement between the City and the Engineer dated July 1, 2014. A copy of the original contract is attached hereto.
- 2.0 EXTENSION. The original contract is hereby extended for an additional period, which will begin July 1, 2018. Either party may terminate said contract after giving the other party at least 60 days written notice.
- 3.0 TERMS AND CONDITIONS. All other terms and conditions of the original contract, including any amendments or modifications, will remain in full force and effect.
- 4.0 ENTIRE AGREEMENT. This Extension, the original contract attached hereto, and any subsequent, amendments or modifications, constitute the entire agreement between the parties.

Executed this _____ day of May, 2018 in Brookings, Oregon.

City of Brookings

The Dyer Partnership

Gary Milliman, City Manager

Steve Major, President

ATTEST: _____
Teri Davis, City Recorder

**PROFESSIONAL SERVICE AGREEMENT
AS-NEEDED TECHNICAL SERVICES**

THIS AGREEMENT is made and entered into this ^{15th} day of April, 2008, by and between the City of Brookings, hereinafter referred to as the CITY, and The Dyer Partnership, Engineers & Planners, Inc., hereinafter referred to as the ENGINEER.

WITNESSETH

WHEREAS, CITY requires the services of a professional engineering and other technical services for various needs of the CITY;

WHEREAS, ENGINEER has available and offers to provide the personnel and facilities necessary to accomplish said services;

WHEREAS, ENGINEER has submitted a proposal dated February 29, 2008 describing ENGINEER'S qualifications and capacity to provide as-needed technical services to CITY. Said proposal is herein incorporated as Exhibit A.

NOW, THEREFORE, CITY and ENGINEER agree as follows:

I. SERVICES OF ENGINEER

A. General scope of services to be provided. When authorized by the CITY, the services which the ENGINEER shall furnish, will generally consist of, but not be limited to, the following:

1. Consultation with the city manager, city council, and various department supervisors regarding engineering, planning and public works issues.
2. Attend meetings, when requested or when necessitated by construction work underway.
3. Prepare master plans, facility plans, and feasibility studies of facilities.
4. Develop public works construction and maintenance standards as well as maintenance and capital improvement programs.
5. Design of improvements to facilities including water, wastewater, storm drain, street systems as well as other facilities owned by the CITY and prepare related documents sufficient to receive approval of governing authorities.
6. Prepare opinions of probable construction costs and total project costs.

7. Project reviews, construction observation, and field surveying services.
8. Conduct miscellaneous technical services requested by the CITY.
9. Preparation of federal and state funding requests.
10. Conduct plan reviews including development plans to ensure conformance with CITY public works construction standards. Development is defined as infrastructure improvements planned, designed, and constructed or otherwise implemented by others for CITY ownership or use. Subdivision utilities are examples of development.

B. Basic design services. When authorized by the CITY, ENGINEER will provide design services for any improvement project. These will generally consist of, but not to be limited to, the following itemized services:

1. Prepare complete drawings and specifications, ready for invitation to bid and conduct such field work as is necessary therefore.
2. Prepare opinions of probable construction costs.
3. Tabulation of bids at bid opening, report tabulations to the CITY, and assist in awarding contracts for construction.
4. Perform general observation of construction work at the job site on periodic basis.
5. Prepare and submit proposed contract change orders.
6. Prepare monthly progress payments to the contractor.
7. Perform final review of the project.
8. Prepare final acceptance of the project, a one-year warranty inspection and recommendations accordingly to the CITY.
9. Submit final quantities and costs to the CITY.
10. Furnish a set of "record" reproducible drawings in CAD format, if requested, to the CITY for their files.

C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required and provided when authorized by the CITY. Included in these services, but not limited to, are as follows:

1. Special Services by ENGINEER.
 - a. Field engineering - Provide the service of a survey crew to stakeout construction work, or provide preliminary design surveys and design land surveys. The services of the survey crew shall be to furnish all necessary equipment, instruments, transportation, stakes, and subsistence required for field engineering of any program.
 - b. Resident observation - Provide the services of an observer, acceptable to the CITY, as requested when contracts have been let by the CITY for construction. The Observer shall keep a daily diary of work in progress. The Observer shall check and approve all construction work, prepare "record" drawings of the construction work, and prepare the monthly progress payments to the Contractor.
 - c. Redesigns ordered by the CITY after final plans have been completed.
 - d. Appearances before courts or boards on matters of litigation related to the project.
 - e. Preparation of operation and maintenance manuals.
 - f. Coordinating and obtaining permits and arranging governmental agency reviews. Coordinating with funding agencies during project.
 - g. Miscellaneous technical services not otherwise covered in Section I.A and I.B above.
2. Related services provided by specialized consultants. ENGINEER may provide the services of specialized consultants through this AGREEMENT as required by projects undertaken by the ENGINEER or as required or requested by the CITY. Such related services may include:
 - a. Soils investigations - including test borings and related analysis.
 - b. Testing services including laboratory tests, well tests and compaction tests or concrete tests.
 - c. Specialized geological, hydraulic, or other studies.
 - d. Structural engineering.
 - e. Planning.
 - f. Grant writing and project financing.

- g. Other consultant services requested by the CITY.

II. RESPONSIBILITY OF ENGINEER.

- A. ENGINEER is an independent contractor, and is responsible for the means and methods of carrying out the services and for the safety of its employees and agents.
- B. The ENGINEER is employed to render a professional service only, and any payments made to ENGINEER are compensation solely for such services as ENGINEER may render and recommendations ENGINEER may make in carrying out the work.
- C. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- D. In performing construction administration services, ENGINEER shall act as agent for the CITY. The ENGINEER's review or observation of work prepared or performed by other individuals or firms employed by the CITY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
- E. It is understood that any resident engineering or inspection provided by the ENGINEER is for the purpose of determining compliance with the technical provisions of the Project documents and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. The ENGINEER does not have authority over, or responsibility for, the means, methods, techniques, sequences, procedures of construction or appliances selected by Contractor, for safety precautions and programs incident to the contractor's work in progress, nor for any failure of contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- F. If the ENGINEER's performance of services hereunder requires the ENGINEER to rely on information provided by other parties (excepting the ENGINEER's subcontractors), the ENGINEER shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by the CITY. However, if the ENGINEER should know or have reason to believe, based on its experience and generally held knowledge by consultants in its field, that certain representations of others are overstated or questionable, the ENGINEER shall so advise the CITY in writing and the CITY shall advise the ENGINEER, likewise in writing, whether the CITY wishes the ENGINEER to verify the validity, completeness, or accuracy of such information.

- G. The ENGINEER will communicate effectively with the CITY in all matters relating to services provided by the ENGINEER. At a minimum this will include, but not be limited to, the following:
1. Be available in a timely manner, in person or by telephone, for consultation or advice to the CITY or the CITY's counsel upon reasonable notice from the CITY.
 2. Follow established procedures regarding which CITY representative may request advice.
 3. Draft or write engineering, design, and construction letters or other documents as the CITY requires.
 4. Provide periodic status reports on major engineering issues.
 5. Provide itemized monthly billings as described in Section IV.

III. RESPONSIBILITY OF CITY

- A. CITY shall provide all criteria and full information as to CITY's requirements of assigned improvement project; designate a person to act with authority on CITY's behalf in respect to all aspects of assigned improvement project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any defect in the work.
- B. CITY shall also do the following and pay all costs incident thereto:
1. Make all provisions for ENGINEER to enter upon public and private property as necessary for ENGINEER to provide services under this agreement.
 2. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the assigned improvement project, any auditing service required in respect of contractors' applications for payment, and any inspection services to determine if contractors are performing the work legally, except as otherwise agreed to by ENGINEER in this AGREEMENT.
 3. Provide CITY's insurance requirements with respect to public procurement bidding documents prepared by the ENGINEER.
- C. CITY shall pay expenses incident to obtaining bids or proposals from contractors, if any.
- D. CITY shall pay necessary fees and expenses for permits or agency reviews.

- IV. **AUTHORIZATION OF SERVICES.** The CITY shall authorize the ENGINEER in writing to provide services on a TASK ORDER basis.
- A. If the services to accomplish a task can be defined and limited, ENGINEER shall present a description of the task, a detailed scope of services and a related maximum fee for providing such services.
 - B. If the services to accomplish a task cannot be defined, limited or quantified, ENGINEER shall work on a time and materials basis and provide a description of work performed by each staff member monthly with accompanying invoices. Invoices will be prepared and submitted monthly per Section IV.B., but total cost for the task shall not exceed the maximum.
 - C. ENGINEER shall not provide any services without prior written authorization of CITY.
- V. **PAYMENTS TO ENGINEER**
- A. **Compensation.** For the services described and performed by ENGINEER, the CITY agrees to pay, and the ENGINEER agrees to accept, compensation in accordance with the Schedule of Rates and Charges, which are included in Exhibit A.
 - B. **Invoices.** Invoices for services of ENGINEER shall be billed to the CITY in summary form on or about the last day of each month for all services performed through the 26th day of each month. Reimbursable expenses shall be itemized and backup invoices provided if requested by CITY.
 - C. **Payment of Invoices.** Invoices are due and payable upon receipt. If CITY fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from date of receipt; and, in addition, ENGINEER may, after giving seven day's written notice to CITY, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
 - D. **Disputed Invoices.** CITY will review ENGINEER's invoice and within ten (10) days of receipt notify ENGINEER in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, CITY shall pay the invoice amount in full in accordance with paragraph IV.C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- VI. **TERM OF AGREEMENT.** This Agreement is for a term of three years from the date of this Agreement and may be extended, in writing, for an additional period of time upon mutual agreement of both parties. Such extension will consider ENGINEER's Schedule of Rates and

Charges effective during the period of extension if different than the Rate Schedule, which are included in Exhibit A.

VII. GENERAL CONSIDERATIONS

- A. **Ownership and Reuse of Documents.** All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of an assigned improvement project and ENGINEER shall retain ownership and property interest therein whether or not the assigned improvement project is completed. CITY may make and retain copies for information and reference in connection with the use and occupancy of the assigned improvement project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the assigned improvement project or on any other project.

The CITY may reuse all documents prepared or furnished by ENGINEER, including but not limited to designs, drawings, specifications, or other work products on any other project without the permission of the ENGINEER. Any such reuse shall be at the CITY's sole risk and without liability or legal expense to the ENGINEER. The CITY agrees to defend, indemnify, and hold harmless the ENGINEER from all claims, damages, losses, and expenses of any kind, including, but not limited to, attorney's fees and court costs arising out of such reuse. ENGINEER shall retain possession of all drawings or other documents bearing the original ENGINEER's stamp. Copies including reproducible copies will be furnished CITY as required by this Agreement.

- B. **Opinions of Cost.** Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.
- C. **Suspension or Abandonment.** If any work covered by this Agreement designed or specified by the ENGINEER, shall be suspended or abandoned, the CITY shall pay the ENGINEER for the services rendered for such suspended or abandoned work, the payment to be based insofar as possible on the compensation provisions established in this Agreement.
- D. **Insurance.** ENGINEER shall maintain during the life of this Agreement, the following minimum public liability and property damage insurance which shall protect the ENGINEER from claims for injuries including accidental death, as well as from claims

for property damages which may arise from the performance of work under this Agreement and the limit of liability for such insurance shall be as follows:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit or bodily injury and property damage shall be not less than \$1,000,000.
 2. Comprehensive automobile liability insurance, including bodily injury liability and property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 3. Statutory workers compensation and employers' liability insurance for the State of Oregon.
 4. Professional liability insurance with a limit of \$1,000,000.
 5. Certificates of Insurance will be provided CITY within 10 days of execution of Agreement. CITY will be named and additionally insured on the comprehensive general and automobile liability policies only. Certificates will indicate that there will be no change in the policy without at least 30 days written notice to the CITY.
- E. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party without cause upon thirty days' written notice. In the event of any termination, ENGINEER will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Termination expenses including filing documents and closing project shall not exceed 5% of the total time expended on an assigned improvement project through the date of termination.
- F. **Controlling law.** This Agreement is to be governed under the laws of the State of Oregon and venue shall lie in Curry County.
- G. **Successors and assigns.**
1. CITY and ENGINEER each is hereby bound and the Partners, successors, executors, and administrators of CITY and ENGINEER (and to the extent permitted by paragraph VI.G.2. the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the Partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 2. Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the

extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

H. Hazardous Environmental Condition.

1. CITY represents to ENGINEER that to the best of its knowledge a Hazardous Environmental Condition does not exist within the city. A "Hazardous Environmental Condition" means the presence of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
2. CITY shall disclose to the best of its knowledge to ENGINEER the existence of all Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material located at or near any potential work site, including type, quantity and location.
3. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CITY and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
4. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CITY: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) represents that the Site is in full compliance with applicable Laws and Regulations.
5. CITY acknowledges that ENGINEER is performing professional services for CITY and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

I. Indemnification.

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by any negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners,

employees, and ENGINEER's consultants in the performance and furnishing of ENGINEER's services under this agreement.

2. To the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by any negligent acts or omissions of CITY or CITY's officers, directors, partners, employees, and CITY's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CITY and anyone claiming by, through, or under CITY for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CITY, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph VI.I.2 of this Agreement, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) cause by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph VI.I.4 shall obligate CITY to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

J. **Dispute Resolution.** Upon mutual agreement of both parties, Arbitration shall be used as the means for settling a dispute. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate either the CITY or the ENGINEER may request that the selection of an arbitrator be assigned by the American Arbitration Association. The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. In the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs as provided in paragraph K. below.

K. **Recovery of legal fees.** Should suit or other action be commenced to enforce any provisions of this Agreement or any matter arising therefrom or to interpret any provision

of this Agreement, the prevailing party shall be entitled to recover from the losing party such reasonable attorney's fees, legal and other costs and disbursements as are fixed by the courts in which said suit or action, including any appeal from decisions rendered therein, is tried and heard.

- L. **Entire agreement.** This Agreement represents the entire understanding of CITY and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be altered except in writing signed by both parties.
- M. ENGINEER agrees to comply with the requirements of ORS 279A.110 prohibiting discrimination, ORS 279C.540(6) relating to hours of work, and any other contract provisions mandated by state law for this type of agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY (City of Brookings)

By:  Signature

Name: GARY MULMAN Printed Name

Title: CITY MANAGER

Date: 4/16/08

APPROVED BY CITY COUNCIL ON

April 14, 2008

ENGINEER (The Dyer Partnership Engineers & Planners, Inc.)

By:  Signature

Name: STEVE MAJOR Printed Name

Title: PRESIDENT

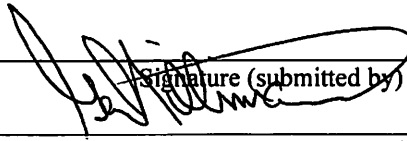
Date: 4-3-08

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval


Subject: Brookings Airport Purchase and Transfer Agreements

Recommended Motion:

Motion to authorize the Mayor to execute three agreements involving the transfer and sale of the Brookings Airport including the “Purchase and Transfer Agreement Brookings Airport”, “Brookings Airport Federal Obligations Assignment and Assumption Agreement” and the “Brookings Airport ODA COAR Grant Agreements Assignment and Assumption Agreement.”

Financial Impact:

The cost of purchasing the Brookings Airport is estimated at \$123,171, and is included in the Capital Projects Reserve Fund budget. The City also anticipates receiving approximately \$8,500 in remaining operating funds from the County Airport Fund that would be receipted into the City Airport Fund.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

These agreements will transfer ownership and control of the Brookings Airport from the County to the City and is the culmination of a decade-long effort.

The **Purchase and Transfer Agreement Brookings Airport** is an agreement to convey all airport assets owned by Curry County to the City of Brookings. The actual purchase price will be determined at closing on or before June 27 and would be equal to the County’s cash investment onto airport capital improvements over the previous six fiscal years. It is estimated that this amount will be \$123,171. The agreement also provides that all funds remaining in the County airport revenue fund would be transferred to the City. This amount is expected to be about \$8,500. Actual dollar amounts will be determined at time of close of escrow.

The agreement conveys all property leases to the City. The City acknowledges that grant funding received by the County for airport improvements carry obligations for continued maintenance and compliance with grant conditions, and the City assumes the responsibility for these matters under this agreement. The closing is conditioned upon, among other things, approval of the transfer of ownership and sponsorship by the Federal Aviation Administration (FAA) and written verification by the Oregon Department of Aviation (ODA) that they have declined to exercise their option to re-assume ownership of the airport.

The **Brookings Airport Federal Obligations Assignment and Assumption Agreement** provides that the City will, essentially, step into the shoes of the County as the responsible party for fulfilling all ongoing obligations related to the receipt of federal grant funding. The agreement, which requires FAA execution, would authorize naming the City as the “sponsor” for FAA grant funding.

The **Brookings Airport ODA COAR Grant Agreements Assignment and Assumption Agreement** similarly provides for the transfer of state grant agreement obligations from the City to the County.

There are no open grant-funded projects; the City will not be assuming any responsibility for cash match for any grants received by the County.

A copy of the standard grant assurances to which the City would be agreeing is attached.

Attachment(s):

- a. Purchase and Transfer Agreement Brookings Airport
- b. Brookings Airport Federal Obligations Assignment and Assumption Agreement
- c. Brookings Airport ODA COAR Grant Agreements Assignment and Assumptions Agreement.
- d. Capital Expenditure Summary.
- e. Standard FAA Grant Assurances.

PURCHASE AND TRANSFER AGREEMENT BROOKINGS AIRPORT (BOK)

This PURCHASE AND TRANSFER AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2018 (the “Effective Date”), by and between the County of Curry, a political subdivision of the State of Oregon (the “County”) and the City of Brookings, an Oregon municipal corporation (the “City”). The County and the City are sometimes referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

- A. The County is the owner and sponsor of the Brookings Airport located in Brookings, Oregon (FAA Identifier: BOK). The Brookings Airport is a local general aviation airport consisting of two runways and 97 acres (more or less) of real property and the improvements thereon. A description of the real property is described in “Exhibit A” attached hereto and incorporated herein by this reference.
- B. The Brookings Airport was transferred to the County from the State of Oregon in 1997. The terms of the transfer require the County and its successors to maintain and use the property for the primary purpose of operating a public airport, and include a right of first refusal to the State of Oregon.
- C. The Brookings Airport is located within the corporate limits of the City of Brookings, which provides municipal services including police, fire, water and sewer to the Airport.
- D. The City of Brookings has completed construction of a \$2,936,850 project to provide city water and sewer services to the Airport, which is funded with a \$1,762,110 grant secured by the City from the U.S. Economic Development Administration and \$1,174,740 in City funds.
- E. The County is a party to multiple grant agreements with the Federal Aviation Administration (“FAA”), primarily for capital improvements that subject the County to continuing obligations, including ongoing maintenance of capital improvements and repayment if the grant agreements are violated.
- F. As part of a purchase agreement, the City will assume the County’s federal obligations thereby relieving the County of that burden.
- G. The County has determined that it is in the best interests of the County to transfer ownership of the Brookings Airport and its federal obligations to the City.
- H. The City has determined that it is in the best interests of the City to acquire ownership of the Brookings Airport and assume the federal obligations of the County.
- I. The Federal Aviation Administration (“FAA”) must approve the transfer of ownership and sponsorship of the Brookings Airport.

AGREEMENT

NOW, THEREFORE, in consideration of the Purchase Price described below and the mutual covenants herein contained. The County and the City hereby covenant and agree as follows:

1.0 PURCHASE AND TRANSFER OF THE BROOKINGS AIRPORT. The County agrees to sell and transfer the County's interest in and to the Brookings Airport and the improvements thereon (the "Brookings Airport") to the City and the City agrees to purchase the County's interest in and to the Brookings Airport and the Improvements thereon from the County for the Purchase Price and on the terms and conditions set forth below.

2.0 PURCHASE PRICE.

2.1 Total Purchase Price. The City shall pay to the County as the total purchase price for the Brookings Airport an amount equal to the County's cash investment into Airport capital improvements over the previous six fiscal years (the "Purchase Price") in compliance with 49 U.S.C. § 47107(k)(5). This Purchase Price is estimated to be \$123,171.00, however, it will need to be finalized during escrow as two County FAA AIP grants are awaiting final close out.

2.2 Payment of Purchase Price. The Purchase Price will be paid as follows:

- a. Purchase Deposit. Upon the opening of escrow, the City shall deposit One Thousand Dollars (\$1,000.00) into an escrow (the "Escrow") at Curry County Title Inc. (the "Escrow Holder"). The Deposit is non-refundable except as provided for in this Agreement.
- b. Purchase Price. On or before Closing ("Closing" means the date upon which the deed conveying title to the Brookings Airport to the City is recorded with the County Clerk in Curry County, Oregon), the City shall deposit into Escrow cash or other immediately available funds in the amount of the Purchase Price less the amount of the Deposit plus its share of Closing Costs identified in Section 4 below.
- c. Forfeiture of Deposit. If the Closing does not occur by reason of default of the City, the Purchase Deposit will be forfeited by the City and released by Escrow Holder to the County as liquidated damages.
- d. Refund of Deposit. If the Closing does not occur by reason other than a default of the City (such as failure of FAA to approve the transfer), then the Purchase Deposit will be refunded by Escrow Holder to the City upon the cancellation of the Escrow by the Parties.

2.3 Purchase Price Includes Airport Assets. The Purchase Price includes all personal property that is utilized in the operation of the Brookings Airport business ("Airport Assets"). The Airport assets include, but are not limited to, furniture, fixtures, computers, computer software, monitors, keyboards, equipment, telephones, materials, supplies, books, and the balance of the airport revenue fund as it exists as of the date of Closing.

3.0 ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS.

3.1 Federal Obligations. The County shall assign and the City shall assume all federal obligations related to the Brookings Airport, including but not limited to, all rights, title, interests, and obligations in, to and under the Airport Improvement

Program Grant Agreements, including the Grant Assurances set forth in such instruments (collectively, the “Grant Agreements”). A list of grants is attached to the BOK Federal Obligations Assignment and Assumption Agreement attached hereto as “Exhibit B.” The Parties shall execute the agreement attached as Exhibit B, or one substantially similar thereto, as a part of this transaction.

3.2 State Obligations. The local ten percent match required for the above-referenced grants were paid with grant funds from the Oregon Department of Aviation (“ODA”) Critical Oregon Airport Relief Program (COAR). The County will assign and the City will assume all state obligations related to the Brookings Airport, including but not limited to, all rights, title, interests, and obligations in, to and under the COAR Grant Agreements. A list of grants is attached to the Assignment of State ODA Grants attached hereto as “Exhibit C.” The Parties will execute the agreement attached as Exhibit C, or one substantially similar thereto, as a part of this transaction.

3.3 Real Property Leases. Copies of any and all real property leases will be delivered to the City as soon as practicable. As part of this Agreement, the County hereby assigns and the City hereby assumes all obligations for current leases in effect at the time of Closing for real property or improvements of the Brookings Airport. A list of current leases is attached hereto as “Exhibit D.” Prior to Closing, the County agrees to provide a written notice of intent to transfer the airport lease to each tenant. The parties hereto intend to assign and assume all of the County’s lease agreements. The parties have acted in good faith and due diligence to determine the list of leases attached hereto. Nevertheless, in the event a lease is subsequently discovered to apply to the Brookings Airport, the parties agree to cooperate in the execution of an assignment and assumption of the lease that was inadvertently omitted from Exhibit D attached hereto.

3.4 Utilities. The City shall transfer all utility service accounts for the Brookings Airport into the name of the City as of the date of Closing.

4.0 CLOSING.

4.1 City’s Right to Inspect. At the City’s sole expense, the City may have the Brookings Airport, including all real property and improvements thereon and all of its elements and systems, inspected by one or more professionals of City’s choice. If any inspection shows a material defective condition in the Brookings Airport, the City may terminate the transaction by delivery to the County of a written notice of the City’s disapproval of the inspection report. If the City does not disapprove of an inspection report in writing, then the City will be deemed to have accepted the condition of the Brookings Airport.

4.2 Title to the Property. At the Closing, the County shall convey to the City fee simple title to the Brookings Airport, including all real property and the improvements thereon, by duly executed and acknowledged grant deed(s).

4.3 Title to the Assets. At the Closing, the County shall assign, transfer and convey to the City all of County’s right, title and interest in and to all of the Airport

Assets. The transfer of the Airport Assets will be without warranty or guarantee as to the condition or fitness for a particular purpose. This transfer will be accomplished with a bill of sale as attached hereto in "Exhibit E".

- 4.4 Title Report.** As soon as practicable after the opening of Escrow, the County shall provide the City with a preliminary title report from Curry County Title Inc. ("Title Company") showing its willingness to issue title insurance on the Brookings Airport, together with full copies of all exceptions. The City will have 30 days to notify the County in writing of the City's disapproval of any exceptions within the report, other than exceptions for any liens to be satisfied by the County at Closing. In the event of such disapproval, the County will have until the Closing to eliminate any disapproved exception. Failure of the City to disapprove any exception within the 30-day period will be deemed an approval of the exceptions shown in the title report. If the County is unable to eliminate any disapproved exception, the City may either elect to terminate the Agreement by notice to the County or elect to waive its prior disapproval and proceed to Closing.
- 4.5 Title Insurance.** Upon Closing, the County shall provide the City with an owner's policy of title insurance in the amount of the total Purchase Price, subject only to the standard printed exceptions of the Title Company and exceptions to the matters accepted by the City.
- 4.6 Closing Costs.** The costs associated with the Closing ("Closing Costs"), including any escrow fees and recording fees, will be borne equally by the parties.
- 4.7 Conditions to Closing.**
- a. County's Conditions. The County's obligation to close this transaction is subject to and contingent upon the satisfaction of each of the following conditions:
- (1) The City has deposited the Purchase Price and its share of Closing Costs with the Escrow Holder.
 - (2) The FAA has approved both the transfer of the Brookings Airport to the City and the City as an eligible airport sponsor.
 - (3) The FAA and the City have executed a Federal Obligations Assignment and Assumption Agreement.
 - (4) The Oregon Department of Aviation (ODA) has delivered a signed written document declining to exercise its right of first refusal.
 - (5) All of the material covenants and obligations that the City is obligated to perform or comply with pursuant to this Agreement have been performed by or complied with in all material respects.
- b. City's Conditions. The City's obligation to close this transaction is subject to and contingent upon the satisfaction of each of the following conditions:
- (1) The FAA has approved both the transfer of the Brookings Airport to the City and the City as an eligible airport sponsor.
 - (2) The FAA and the County have executed a Federal Obligations Assignment and Assumption Agreement.

- (3) The Oregon Department of Aviation (ODA) has delivered a signed written document declining to exercise its right of first refusal.
- (4) The Title Company is prepared to issue the Title Policy in favor of City.
- (5) The County has deposited the cash in the airport revenue fund with the escrow agent.
- (6) All of the material covenants and obligations that the County is obligated to perform or comply with pursuant to this Agreement have been performed by complied with in all material respects.

4.8 Time and Place of Closing. The purchase and transfer of the Brookings Airport shall be closed in escrow at the office of the Escrow Holder or at such other location as the Parties may mutually agree. Subject to the conditions set forth in Section 4, the Closing will take place at a mutually-acceptable time and on a mutually-acceptable date on or before June 27, 2018.

4.9 Transfer of Possession. Unless otherwise agreed to by the Parties, on the day of Closing, the County shall deliver possession of the following to the City:

- a. The Brookings Airport;
- b. The Airport Assets; and
- c. All real property leases, airport business files, legal files and active contracts.

4.10 Access to Information Systems. Prior Closing, the County shall work with the City to establish access to the Federal DELPHI system and the FAA NOTAM system.

5.0 REPRESENTATIONS AND WARRANTIES.

5.1 County's Representations and Warranties. The County represents and warrants to the City as follows:

- a. Authority. This Agreement constitutes the legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms. Upon the execution and delivery of any further and necessary documents by the County at the Closing ("Closing Documents"), all Closing Documents will constitute the legal, valid, and binding obligation of the County, enforceable against the County in accordance with their respective terms. The County has full power, authority, and capacity to execute and deliver this Agreement and the Closing Documents and to perform its obligations hereunder and thereunder.
- b. No Conflict. Neither the County's execution and delivery of this Agreement, nor its performance of any of its obligations hereunder, nor the consummation of this transaction will, directly or indirectly (with or without notice, lapse of time, or both), (i) contravene or result in a violation of any provision of any charter, bylaws, other organization documents or any resolution adopted by the County Board of

Commissioners; or (ii) contravene or result in violation of any law or order to which the County is subject; or (iii) contravene or result in a violation or breach of any provision of , or give any person the right to t declare a default or exercise any remedy under, any agreement or other document to which the County is a party or by which the County is bound.

- c. Proceedings. No proceeding is pending or, to the County's knowledge, is likely to be filed, against the County that challenges, or could reasonably be expected to have the effect of preventing, making illegal, or otherwise materially interfering with this transaction.

5.2 City's Representations and Warranties. The City represents and warrants to the County as follows:

- a. Authority. This Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms. Upon the execution and delivery of any further and necessary documents by the City at the Closing ("Closing Documents"), all Closing Documents will constitute the legal, valid, and binding obligation of the City, enforceable against the City in accordance with their respective terms. The City has full power, authority, and capacity to execute and deliver this Agreement and the Closing Documents and to perform it obligations hereunder and thereunder.
- b. No Conflict. Neither the City's execution and delivery of this Agreement, nor its performance of any of its obligations hereunder, nor the consummation of this transaction will, directly or indirectly (with or without notice, lapse of time, or both), (i) contravene or result in a violation of any provision of any charter, bylaws, other organization documents or any resolution adopted by the City Council; or (ii) contravene or result in violation of any law or order to which the City is subject; or (iii) contravene or result in a violation or breach of any provision of, or give any person the right to t declare a default or exercise any remedy under, any agreement or other document to which the City is a party or by which the City is bound.
- c. Proceedings. No proceeding is pending or, to the City's knowledge, is likely to be filed, against the City that challenges, or could reasonably be expected to have the effect of preventing, making illegal, or otherwise materially interfering with this transaction.

6.0 GENERAL PROVISIONS.

- 6.1 Further Acts.** The Parties shall execute and deliver all documents and do all other reasonable acts that may be reasonably necessary to carry out and effectuate the intent and purpose of this Agreement.
- 6.2 Headings.** The headings or titles of the sections of this Agreement are intended for ease of reference only and will have no effect whatsoever on the construction or interpretation of this Agreement.

- 6.3 Time of Essence.** Time is of the essence of the performance of the Parties' respective obligations under this Agreement.
- 6.4 No Assignment.** This Agreement is not assignable by either Party. Any attempt by a Party to assign this Agreement or any of the rights or obligations under this Agreement will be void and unenforceable.
- 6.5 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns. Either party may transfer such party's interest under this Agreement, provided that the transferee assumes such party's obligations hereunder.
- 6.6 Notices.** Notices under this Agreement must be in writing and will be effective when actually delivered. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Either party may change its address for notices by written notice to the other.
- 6.7 Waiver.** Failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 6.8 Attorneys' Fees.** In the event suit or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing party will be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to all other sums provided by law.
- 6.9 Prior Agreements.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the Parties.
- 6.10 Governing Law.** This Agreement will be construed, applied and enforced in accordance with the laws of the State of Oregon.
- 6.11 Brokers.** Each Party represents and warrants that it is not represented by any broker or other third party claiming a commission or fee in connection with this transaction. Each Party will defend, indemnify, and hold the other Party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.
- 6.12 Modifications.** This Agreement and any of its terms may not be modified or amended except by the written agreement of both Parties.
- 6.13 Survival.** Any covenants and agreements that this Agreement does not require to be fully performed prior to Closing will survive Closing and be fully enforceable thereafter in accordance with their terms.
- 6.14 Execution.** This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

- 6.15 Incorporation of Recitals and Exhibits.** The recitals to this Agreement and any and all Exhibits to this Agreement are incorporated herein by this reference.
- 6.16 Severability.** In the event any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision will be deleted from the Agreement and will not invalidate any other provision contained in the Agreement.

7.0 STATUTORY NOTICE:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505, ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF THE SALE OR TRANSFER OF THIS PROPERTY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

COUNTY OF CURRY

By: Tom Huxley
Title: Chair

By: Sue Gold
Title: Vice Chair

By: Court Boice
Title: Commissioner

CITY OF BROOKINGS

By: Jake Pieper
Title: Mayor of Brookings

ATTEST:

Teri Davis, City Recorder

EXHIBIT A **REAL PROPERTY DESCRIPTION**

All that real property in the County of Curry, State of Oregon described below:

Map and Tax Lot	Acres	Previous Owner/Transferor	Date Recorded	Book, Page
4013-31-TL 200	8.31	Brookings Plywood Co.	2/21/1963	67, 493
4013-31-TL 200	12.10	Paul & Adelaide Taylor	9/19/1962	66, 162
4013-31-TL 200	1.95	Fred & Edith Fox	10/02/1962	66, 288
4013-31-TL 200	36.4	South Coast Lumber Co.	2/18/1963	67, 457
4013-31-TL 200	26.6	Elmer Bankus	2/19/1963	67, 480
4013-31-TL 200	4.02	South Coast Lumber Co.	2/18/1963	67, 457
4013-31-TL 200	5.02	John & Teddy Ebinger	8/05/1960	59, 335
4013-31-TL 200	.96	C.A. & Eleanor McKenzie	10/10/1962	66, 345
4013-31-TL 200	.89	South Coast Lumber Co.	1/06/1997	97-00096
4013-31-TL 400	.56	Curry County	4/07/1969	10, 728

Approximately 97 acres.

**EXHIBIT B
BROOKINGS AIRPORT FEDERAL OBLIGATIONS
ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BOK FEDERAL OBLIGATIONS
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into, effective as of May ____, 2018 (the “Effective Date”), by and among the County of Curry, a political subdivision of the State of Oregon (the “County”), the City of Brookings, an Oregon municipal corporation (the “City”), and the Federal Aviation Administration, a federal agency acting for and on behalf of the United States of America (the “FAA”).

RECITALS

WHEREAS, the Brookings Airport [FAA identifier “BOK”] is a federally-assisted general aviation airport located in the City of Brookings, County of Curry, State of Oregon; and

WHEREAS, the County and the City have entered into that certain Purchase and Transfer Agreement dated May ____, 2018, whereby the County and the City propose to transfer ownership and control of BOK from the County to the City (“Airport Transfer”); and

WHEREAS, in connection with the Purchase and Transfer Agreement, the County desires to assign, and the City desires to assume, all federal obligations related to BOK, subject to the consent of the FAA.

NOW, THEREFORE, in consideration of the covenants, agreement and other terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and by this reference made a part hereof.
2. Assignment and Assumption of Federal Obligations.
 - a. The County hereby grants, conveys, transfers, and assigns to the City all of the County’s obligations to the federal government as airport sponsor of BOK (collectively, “Federal Obligations”), including, but not limit to, all rights, title, interests, and obligations in, to and under the Airport Improvement Program Grant Agreements, including the Grant Assurances set forth in such instruments (collectively, the “Grant Agreements”). A list of said grants is attached hereto as “Attachment 1” and incorporated herein by reference.
 - b. The City hereby accepts and assumes all of the obligations as airport sponsor for BOK and further assumes, covenants, acknowledges, and agrees to be

bound by and to perform, observe and be subject to all of the obligations, terms, covenants, and conditions of the Federal Obligations, including in particular the Grant Agreements.

3. FAA Consent and Conditional Release.

- a. The FAA hereby consents to the assignment and assumption of the Federal Obligations pursuant to this Agreement and to the consummation of the Airport Transfer. Concurrent with the execution and exercise of this Agreement, the FAA is approving the City as an eligible airport sponsor for federal funds and other assistance. The executed version of FAA approval will appear in Attachment 2 to this Agreement and will be incorporated herein by reference upon receipt of a copy from FAA. The executed version will be substituted for the form agreement upon receipt of a copy executed by FAA.
- b. The FAA shall relieve and release the County from the Federal Obligations, including the obligations, terms, covenants, and conditions arising from the Grant Agreements and any previous grants or other federal obligation instruments executed before the Effective Date upon the County's performance of the material obligations set forth in section 4 of the Purchase and Transfer Agreement. The County acknowledges that this release will not affect the County's responsibility for compliance with Grant Assurance 25 prior to or as part of the Airport Transfer, subject to the limitations of 49 USC § 47107(m)(7).

4. General Provisions.

- a. The parties shall execute and deliver all documents and do all other reasonable acts that may be reasonable necessary to carry out and effectuate the intent and purpose of this Agreement.
- b. This Agreement will be binding upon and insure to the benefit of the parties and their respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.
- c. This Agreement constitutes the entire understanding and agreement of the parties with respect to the assignment and assumption of the Federal Obligations and action contemplated hereby and supersedes any prior agreements or understanding whether written or verbal with respect to the subject matter hereof.
- d. The parties may not waive or amend this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced.
- e. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.
- f. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

- g. The parties hereto intend to assign and assume all of the County's Federal Obligations for all applicable FAA grants, known and unknown. The parties have acted in good faith and due diligence to determine the list of grants attached hereto. Nevertheless, in the event a grant is subsequently discovered to apply to the Brookings Airport, the parties agree that the County will have no obligations and that the City of Brookings will assume all obligations under any such inadvertently omitted grant.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the Effective Date.

COUNTY OF CURRY

By: Sue Gold
Title: Chair

By: Tom Huxley
Title: Vice Chair

By: Court Boice
Title: Commissioner

CITY OF BROOKINGS

By: Jake Pieper
Title: Mayor of Brookings

ATTEST:

Teri Davis, City Recorder

FEDERAL AVIATION ADMINISTRATION

By:
Title:

Attachment 1
List of Grants Applicable to BOK

Attachment 2
Form of FAA Approval of City As Sponsor for BOK

EXHIBIT C

**BROOKINGS AIRPORT ODA COAR GRANT AGREEMENTS
ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BOK ODA COAR GRANT AGREEMENTS
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into, effective as of May __, 2018 (the “Effective Date”), by and among the County of Curry, a political subdivision of the State of Oregon (the “County”), and the City of Brookings, an Oregon municipal corporation (the “City”).

RECITALS

WHEREAS, the Brookings Airport [FAA identifier “BOK”] is a federally-assisted general aviation airport located in the City of Brookings, County of Curry, State of Oregon; and

WHEREAS, the County and the City have entered into that certain Purchase and Transfer Agreement dated May __, 2018 whereby the County and the City propose to transfer ownership and control of BOK from the County to the City (“Airport Transfer”); and

WHEREAS, in connection with the Purchase and Transfer Agreement, the County desires to assign, and the City desires to assume, all ODA COAR Program Grant Agreements related to BOK, which contain certain obligations for a period of twenty (20) years from the date of each agreement, e.g. obligation to maintain and operate the airport and to segregate airport funds.

NOW, THEREFORE, in consideration of the covenants, agreement and other terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein and by this reference made a part hereof.
2. Assignment and Assumption of ODA COAR Program Grant Agreements.
 - a. The County hereby grants, conveys, transfers, and assigns to the City all of its COAR Program Grant Agreements, including, but not limit to, all rights, title, interests, and obligations in, to and under the COAR Program Grant Agreements. A list of said grants is attached hereto as “Attachment 1” and incorporated herein by reference.
 - b. The City hereby accepts and assumes all of the obligations of the grant recipient for BOK and further assumes, covenants, acknowledges, and agrees to be bound by and to perform, observe and be subject to all of the obligations, terms, covenants, and conditions of the COAR Program Grant Agreements.

3. ODA Consent and Conditional Release.

- a. The ODA hereby consents to the assignment and assumption of the COAR Grant Agreements pursuant to this Agreement and to the consummation of the Airport Transfer. Upon approval by the FAA of the City as Airport Sponsor, the ODA is approving the City as eligible for state funds and other assistance. The executed version of ODA approval will appear in Attachment 2 to this Agreement and will be incorporated herein by reference upon receipt of a copy from ODA. The executed version will be substituted for the form agreement upon receipt of a copy executed by ODA.
- b. The ODA shall relieve and release the County from the COAR Grant Agreements, including the obligations, terms, covenants, and conditions arising from the Grant Agreements and any previous grants or other state obligation instruments executed before the Effective Date upon the County's performance of the material obligations set forth in section 4 of the Purchase and Transfer Agreement.

4. General Provisions.

- a. The parties shall execute and deliver all documents and do all other reasonable acts that may be reasonable necessary to carry out and effectuate the intent and purpose of this Agreement.
- b. This Agreement will be binding upon and insure to the benefit of the parties and their respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.
- c. This Agreement constitutes the entire understanding and agreement of the parties with respect to the assignment and assumption of the COAR Grant Agreements and action contemplated hereby and supersedes any prior agreements or understanding whether written or verbal with respect to the subject matter hereof.
- d. The parties may not waive or amend this Agreement, except pursuant to a writing executed by the party or parties against whom any amendment or waiver is sought to be enforced.
- e. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way.
- f. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- g. The parties hereto intend to assign and assume all of the County's COAR Grant Agreements, known and unknown. The parties have acted in good faith and due diligence to determine the list of grants attached hereto, nevertheless in the event a grant is subsequently discovered to apply to the Brookings Airport, the parties agree that the County will have no obligations and that the City will assume all obligations under any such inadvertently omitted grant.

IN WITNESS WHEREOF, the parties have executed this Agreement upon the Effective Date.

COUNTY OF CURRY

By: Sue Gold
Title: Chair

By: Tom Huxley
Title: Vice Chair

By: Court Boice
Title: Commissioner

CITY OF BROOKINGS

By: Jake Pieper
Title: Mayor of Brookings

ATTEST:

Teri Davis, City Recorder

APPROVED BY ODA:

Name:
Title:

Attachment 1
List of COAR Grants Applicable to BOK

Attachment 2
Form of ODA Approval of City As Sponsor for BOK

**EXHIBIT D
CURRENT LEASES**

HANGAR LEASES

Hangar #	Name	Exp. Date	
1A	Brim , Rodney	6/30/2022	
1B	Huether, Jerry	6/30/2022	
1C	(Stella Properties) Nancy N. Trustee	6/30/2019	
1D	Foster, Neal	6/30/2022	
1E	Worman, Darrin	6/30/2022	
1F	McGahey, Jack	6/30/2018	
2A	Faulstick, Dyrel	6/30/2022	
2B	Garvin, Lee	6/30/2019	
2C	Mankey, Vicki Lyn (sold to M.Colee)	6/30/2019	
2D	Sparlin (Co-owned)	6/30/2018	
2D	Colee, Mike	6/30/2020	
3A	Essenmacher / Sprague	6/30/2021	
3B	Schifini, Warren	6/30/2020	
3C	Woodfin, Glenn	6/30/2022	
4	Nidifer, Doug & Nancy	6/30/2019	
5	Platt, Phil	6/30/2022	
6A	Brk. Flying club	6/30/2018	
6B	Glaze, Warren	6/30/2018	
7	Schifini, Warren	6/30/2019	
8	Vetch, Douglas	6/30/2022	
9	Harvell, Robert	6/30/2019	
10	Moore, Darren	6/30/2022	
11	So. Co. Lumber	6/30/2019	
12	Cooke, Claude	6/30/2019	
13	DK Air/Brattain	?	
14	Cal-Ore/Brattain	6/30/2021	
GL	Cal-Ore/Brattain	6/30/2022	
A-0	Garvin, Lee	6/30/2019	
A-1	Redd, George M.	6/30/2021	
A-2	Knudson, Steve	6/30/2019	
A-3	Greene, Bruce	6/30/2019	

OTHER GROUND LEASES

LOCATION	LESSEE	USE
GL	Brookings Flying Club	Fuel Concessions – above ground fuel tanks
GL	Cal-Ore / Brattain	Crew Quarters

EXHIBIT E
BILL OF SALE

BILL OF SALE

State of Oregon
County of Curry

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the County of Curry, a political subdivision of the State of Oregon, Seller, as part of the Purchase and Transfer of the Brookings Airport, does hereby sell and transfer to the City of Brookings, an Oregon municipal corporation, Buyer, its successors and assigns, the following described personal property located in the County of Curry, State of Oregon: all personal property that is utilized in the operation of the Brookings Airport business including, but not limited to, furniture, fixtures, computers, computer software, monitors, keyboards, equipment, telephones, materials, supplies, and books.

Seller warrants that it is the lawful owner in every respect of all of the described property and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.

Seller binds Seller, its successors and assigns, to warrant and defend the title to all of the described property to Buyer, its successors and assigns, forever against every person lawfully claiming the described property or any part of it.

THE DESCRIBED PROPERTY IS SOLD "AS-IS" AND "WHERE-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF SUCH PROPERTY.

This Bill of Sale will be effective as to the transfer of all property listed in it as of _____ [Closing Date].

IN WITNESS WHEREOF, this Bill of Sale is executed on _____.

COUNTY OF CURRY

By: Sue Gold
Title: Chair

By: Tom Huxley
Title: Vice Chair

By: Court Boice
Title: Commissioner

BROOKINGS AIRPORT GRANT - 6 YEAR HISTORY COUNTY EXPENDITURES

1 FY2012-2013
 2 FY2013-2014
 3 FY2014-2015
 4 FY2015-2016
 5 FY2016-2017
 6 FY2018-2019 YTD at 05/09/18
 AND ESTIMATE May-June 2018

AIRPORT-GRANTS EXPENDITURES	AIRPORT-GRANTS GRANT REVENUE	AIRPORT-GRANTS COUNTY EXPENDED
507,245.00	(457,143.00)	50,102.00
28,911.00	(49,026.00)	(20,115.00)
106,691.00	(96,021.00)	10,670.00
678,917.00	(675,820.00)	3,097.00
189,948.00	(111,678.00)	78,270.00
105,674.00	(104,527.00)	1,147.00
1,617,386.00	(1,494,215.00)	123,171.00



**FAA
Airports**

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

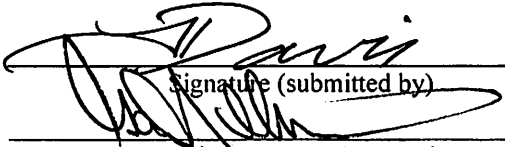
- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval


Subject: Travel Oregon Competitive Medium Grant

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to authorize staff submittal of a Travel Oregon Competitive Medium Grant application and to allocate \$2,790 in Transient Occupancy Tax funds to fund a portion of the 25 percent required match.

Financial Impact:

\$2,790 allocated from TOT revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Travel Oregon is offering a grant opportunity for funding requests between \$20,000-\$100,000. The grants require a 25 percent match.

Staff is preparing a grant application to request funding for Bicycle Repair and Storage facilities throughout the City. The project would construct and install Bicycle Repair stations and Bicycle storage units at several locations, including the corner of Highway 101 and Dawson Road, the Central Building, Azalea Park, and City Hall. Staff estimates the cost at \$27,160 which would have a required match of \$6,790. Staff has secured a \$4,000 sponsorship through ODOT for a portion of the match, leaving a balance of \$2,790.

Bicycle tourism is an economic driver which produces over \$400 million in state and local tax revenue. In late 2016, the City of Brookings Visitors Center earned the designation of Bike Friendly Business. Staff desires to augment that initial step by improving conditions for bicycle tourists visiting the City and to provide amenities which may lengthen their stay such as secure storage units.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of May 10, 2018. At that meeting, TPAC recommended unanimously to recommend to City Council to authorize staff submittal of the grant application and allocate \$2,790 in TOT funding for the remaining portion of the grant match.

Attachment(s):

- a. TPAC Letter of Support
- b. Bike Kiosk mock up
- c. Bike repair station specifications

- d. Bike storage lockers specifications
- e. Central Building mock up
- f. Curtis email approving bike lockers
- g. Cost estimate
- h. ODOT confirmation of sponsorship email
- i. Bikes Mean Business flyer



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-2163 Fax (541) 469-3650

www.brookings.or.us

Tourism Promotion Advisory Committee

May 10, 2018

Dear Grant Selection Committee:

On behalf of the members of the City of Brookings Tourism Promotion Advisory Committee, a citizen committee tasked with making tourism expenditure recommendations to City Council, I submit this letter of support for the City of Brookings' Travel Oregon Medium Competitive Grant application.

The committee enthusiastically endorses the project's concept which will increase year-round bicycle tourism in our city by furnishing bicycle amenities which will spur economic growth for our local businesses.

Please accept this correspondence as an indication of this committee's backing of the grant submittal, and please give the grant application every consideration for funding.

Respectfully,

Skip Watwood
Committee Chair



Deluxe Public Work Stand

- Tools securely attach by retractable braided stainless steel cable
- Large surface area for custom branding/signage; optional Bike Fixtation branding as shown is available by request
- Designed to directly interface with all three of Bike Fixtation's manual pumps and Wheel Chock attachments (sold separately)
- Long hose provides wide range without touching the ground
- Impact and UV resistant front won't show wear from pedal strikes
- ADA-compliant design

Specifications

Construction

Material **Formed and welded steel, cast aluminum**

Tool tethering **Retractable Stainless steel aircraft cable**

Finish Options

UV resistant powder coat, custom colors available

Galvanized

Stainless steel

Installation Options

Surface mount

Embedment

Tools Included

Phillips & standard screwdrivers

Steel core tire levers (2)

Headset/pedal wrench

8/10 & 9/11mm cone wrenches

Torx T-25

Hex key set

Dimensions

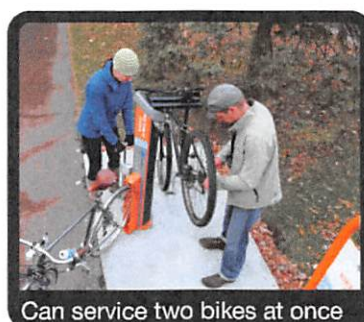
Imperial **8.5" W x 56" H x 21" D**

Metric **21.6 x 140.8 x 53 cm**

Security Rating



9/10

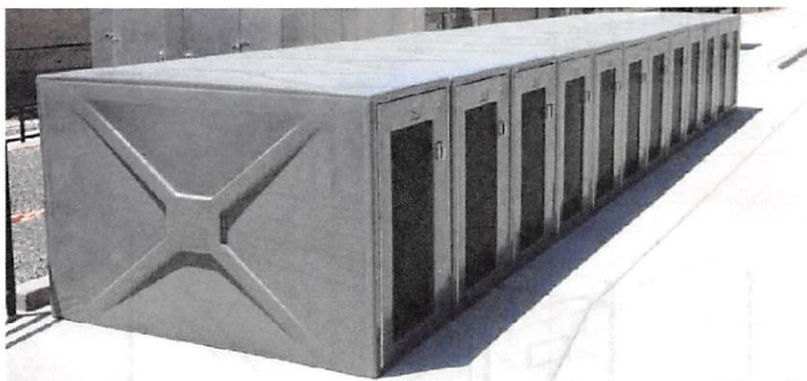


Patent Pending

Standard

Specifications

Model: 537-1052



Product Details:

Capacity

1 door/1 Bike

Materials

- Locker shall be manufactured of molded fiberglass reinforced plastic composite with a smooth "X" and "Y" pattern on stippled walls and top, with smooth door frame and stippled door. Material shall be E-glass and polyester resin at 35% ratio.
- Tensile Strength, 18,000 psi. Locker shall be one piece with no external or internal frame and no seams or joints on tops or side walls. Material shall withstand over 300 lb/sqft on roof and 200 lb/sqft on walls/doors.

No On Site Assembly Required.

- Roof shall be crowned for water run-off and all corners shall have a smooth radiused finish. Finish of UV stabilized gelcoat does not need painting, allows solvent removal of graffiti and is resistant to impact and UV damage.

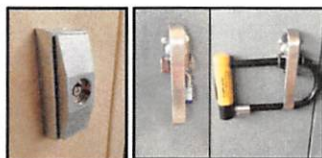
Setback:

Please allow 5ft clearance for door

Hardware:

High quality custom continuous door hinge will not rust. All fasteners on locking system shall be zinc plated or better. Locker shall anchor in all four corners through base flanges using expansion anchors. See last page for anchoring details.

Locks:



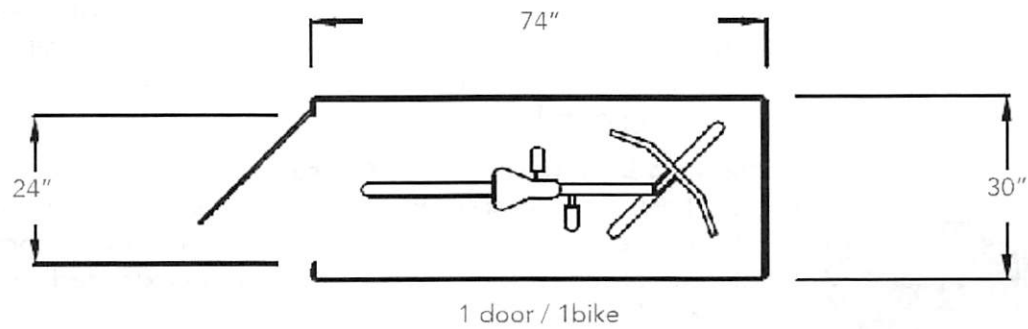
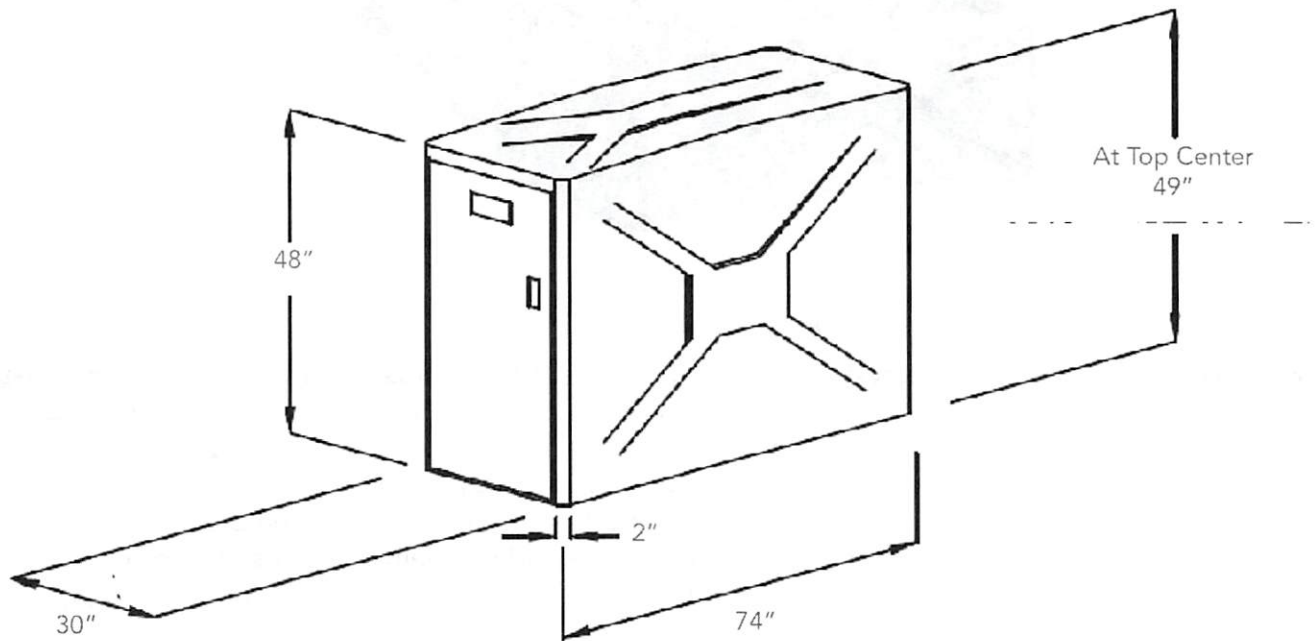
2 Standard Lock Options (No Charge)

- Fort Lock 7 pin tumbler Pop Out "T" handle locks with three keys and removable lock cylinders. Internal locking hardware consists of three plated hardened steel cams controlling an extruded aluminum locking bar which engages the door frame over three foot span.
- Heavy duty stainless steel Padlock/U-Lock handle will accommodate high security Padlocks and U-Locks. For U-Locks from 1/2" to 3/4" Diameter. Padlocks and U-Locks not included.

Standard
Specifications

Model: 537-1052

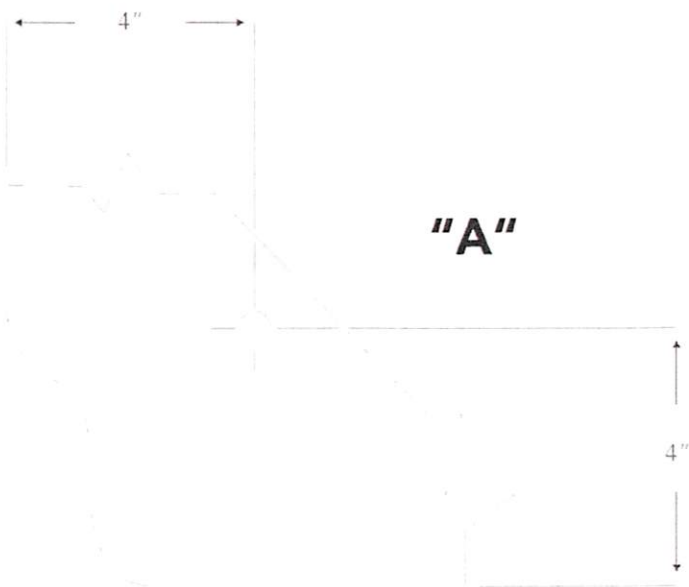
thepark AND FACILITIES
CATALOG



Standard

Anchoring Information

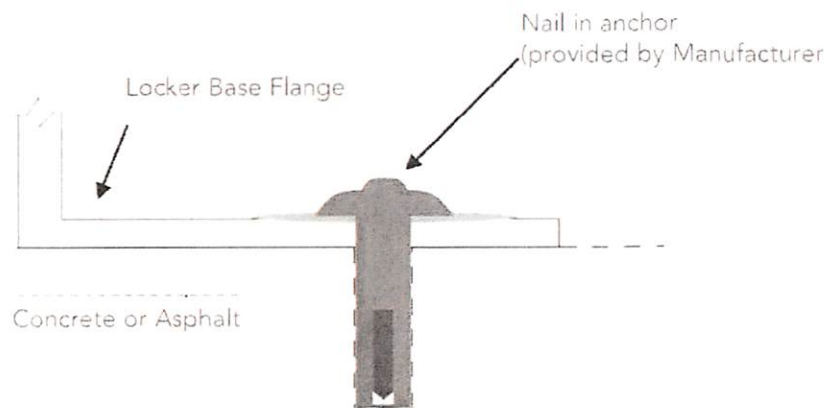
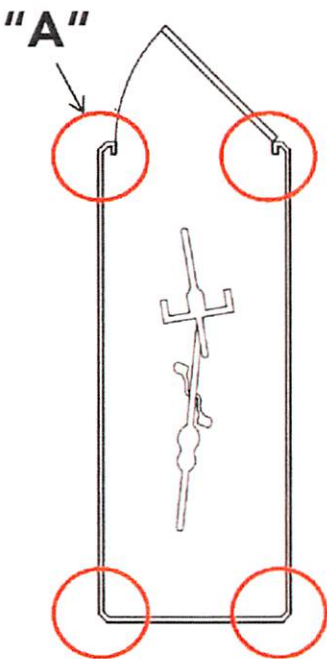
Model: 537-1052



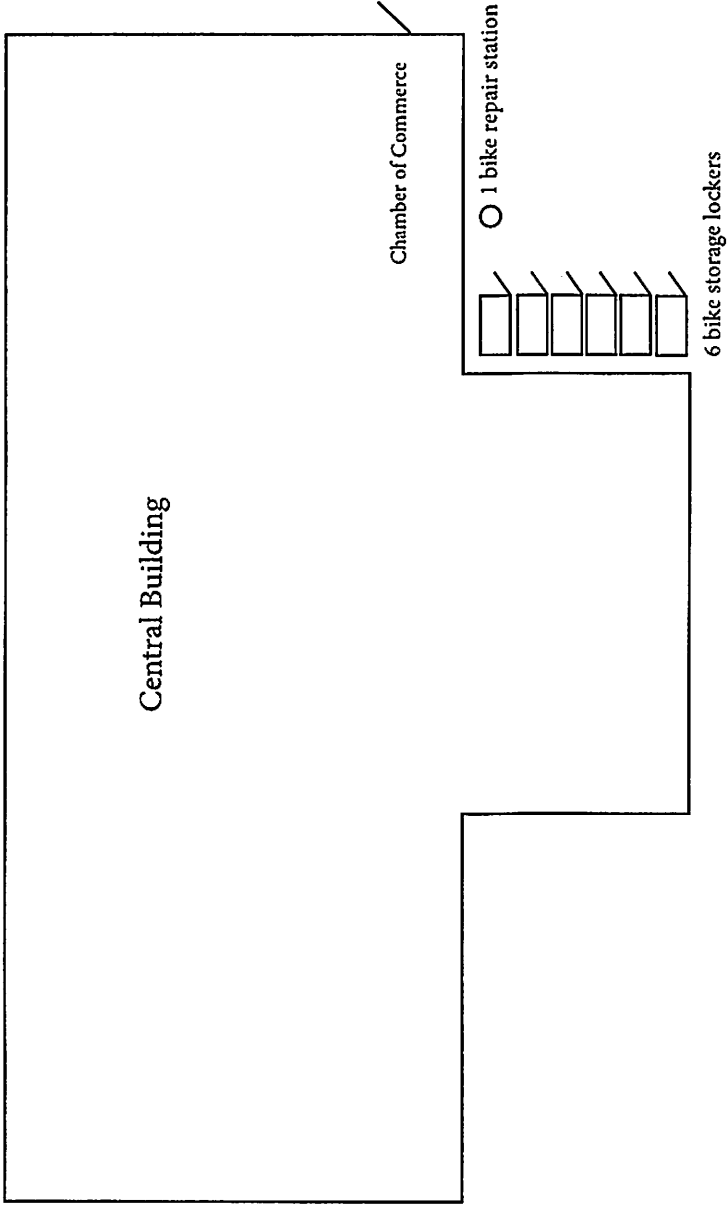
Top View Anchoring Flange Inside Locker

NOTE:

Hole position is only approximate and not critical



Chetco Avenue



Teri Davis

From: Bret Curtis
Sent: Thursday, May 3, 2018 3:53 PM
To: 'Teri Davis'
Subject: RE: Central Building - Visitor Center

No. You have my "green light."

Thank you....



BRET CURTIS, Owner/Principal Broker
RE/MAX Coast & Country | RE/MAX International
C: 541-661-3301
703 Chetco Avenue | O: 541-412-9535 ext. 114 | F: 541-412-9539
16218 W. Hoffeldt Lane Ste. A | O: 541-412-3000 ext.114 | F: 541-412-3001
PO Box 5909 Brookings, Oregon 97415
Bret.Curtis@yahoo.com | www.BretCurtis.com
Click to view my website:
www.BretCurtis.com
Licensed in the State of Oregon

RE/MAX
Coast and Country

RE/MAX

From: Teri Davis <tdavis@brookings.or.us>
Sent: Thursday, May 3, 2018 2:41 PM
To: Bret Curtis <bret.curtis@yahoo.com>
Subject: RE: Central Building - Visitor Center

Hi Bret,

The Chamber has given me the green light. After looking over the lease agreement, do you have any concerns?

Thanks!
Teri

From: Bret Curtis [mailto:bret.curtis@yahoo.com]
Sent: Wednesday, May 2, 2018 12:31 PM
To: 'Teri Davis'
Subject: RE: Central Building - Visitor Center

Teri,
We both (the city & I) should review our existing lease agreement to confirm how to address the city wanting to place bike parking stales. At first glance it seems like a great idea...and I believe the city has the ability to do what it wants with the area as long as it's consistent with the "spirit" of the agreement. Ideally it would be nice to obtain "buy-in" from the Chamber...since they occupy the space directly inside. So...although it's not necessary it would be nice to approach them and gain their support Do you agree?

If you feel like the city plans to move forward with this please allow me a moment to review our lease agreement before giving my full support. Is that fair?

Thank you...

**Bike Repair & Storage Stations - Travel Oregon Medium Competitive Grant
Cost Estimate**

Quantity	Item	Cost	Total
4	Bike Repair Stations	\$1,555 ea	\$6,220
6	Bike Lockers	\$1,540 ea	\$9,240
1	Kiosk and slab	\$10,500 ea	\$10,500
1	Informational/wayfinding signage	\$1,200 ea	\$1,200
			\$27,160
		needed match	\$6,790.00
		ODOT Sponsorship	\$4,000.00
		TOT	\$2,790.00

Teri Davis

From: MILLAR Stephanie L
Sent: Monday, May 7, 2018 9:27 AM
To: 'tdavis@brookings.or.us'
Cc: MILLAR Stephanie L
Subject: sponsorship for Brookings bike kiosk-Approved
Attachments: Sponsorship invoicing.docx

Hello Terri.

Yes, Brookings is approved for a Transportation Options Sponsorship in the amount of \$4,000. These are federal funds. When the project is complete, please send me an invoice, a photo and a brief description of the project.

Thank you,
Stephanie

Stephanie Lawson Millar
Senior Planner / Transportation Options Program Manager
Oregon Department of Transportation
555 13th Street NE
Salem, Oregon 97301
503-986-4224

Bikes Mean Business



Oregon Tourism

Creating Meaningful Jobs, Driving Economic Growth

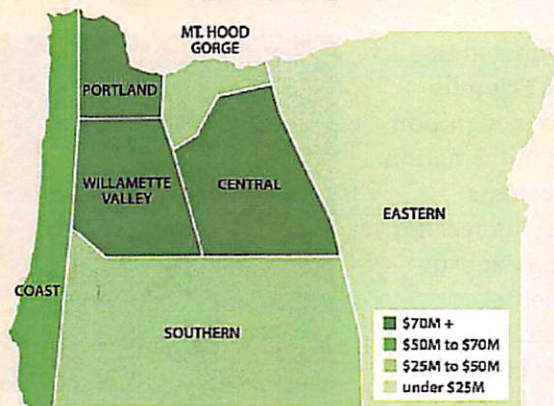
- Generates **\$10.3 billion** in direct travel spending
- Generates **101,000 jobs** in Oregon and indirectly another **52,500 jobs**
- Produces **\$421 million** in state and local tax revenue
- Is one of the three **largest export-oriented industries** in rural Oregon counties

Oregon Travel Impacts: 1991-2014, Dean Runyan Associates



Mountain of the Rogue Trail System

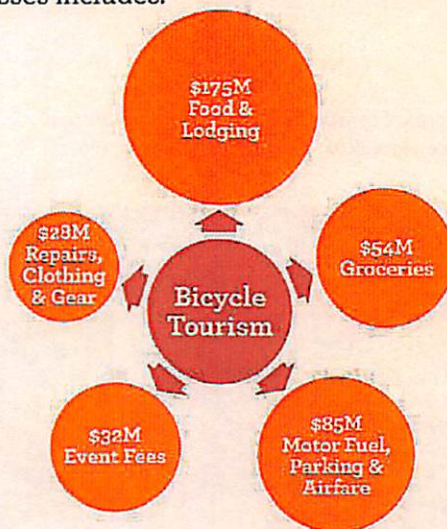
Total Bicycle-Traveler Trip Expenditures in Oregon by Region, 2012



Oregon Bicycle Tourism

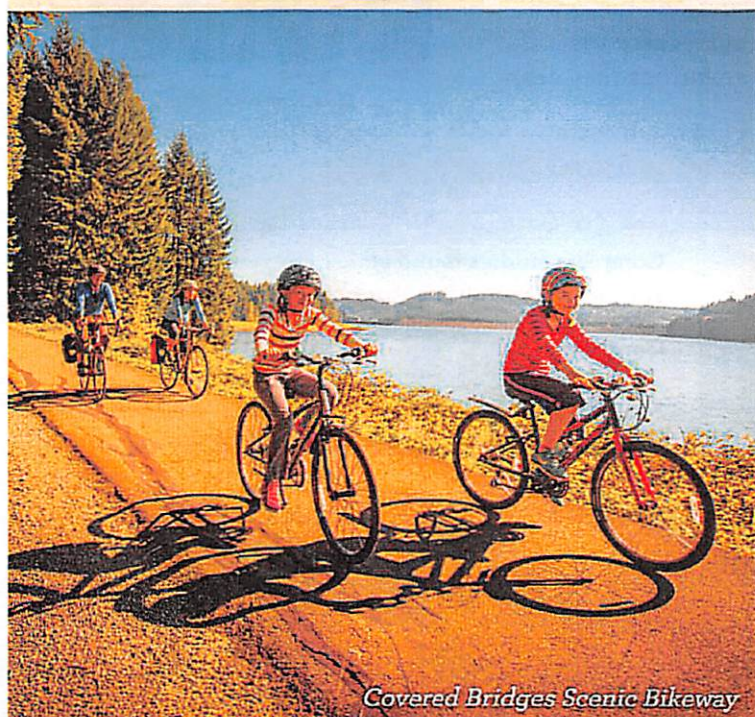
Two-Wheeled Economic Significance is on a Roll

- Contributes **\$400 million** into Oregon's economy (\$1.1 million/day). Breakdown of benefits to Oregon businesses includes:



- Generates **4,600 jobs** and accounts for **\$102 million** in earnings
- Generates **\$18 million** in local and state tax revenue from lodging taxes, motor fuel and state income tax
- Travelers participating in bicycle tourism activities spend **\$124 more per trip** in Oregon (20% higher than all other traveler types)

The Economic Significance of Bicycle-Related Travel in Oregon: 2012, Dean Runyan Associates



Covered Bridges Scenic Bikeway

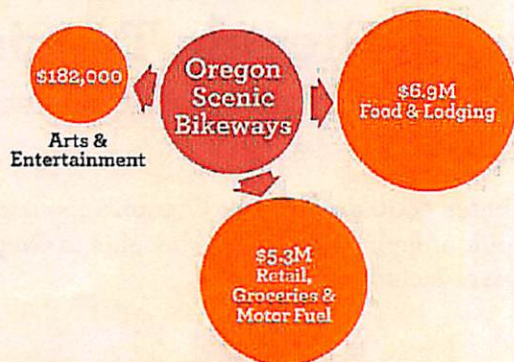
Bicycle Recreation + Infrastructure Investments = A Better Oregon

A Tangible Equation for Economic Vitality

Oregon is the only state in the nation with a **Scenic Bikeways program**—a superb collection of cycling routes that inspires people to experience Oregon's natural beauty and cultural heritage by bicycle, and that offers economic and social benefits to the state's communities and residents.



- In 2014, bicyclists made approximately **79,000 rides** on Oregon Scenic Bikeways
- Cyclists who rode Oregon Scenic Bikeways made expenditures of **\$12.4 million**. Breakdown of benefits to Oregon businesses includes:



The Economic Significance of Cycling on Oregon Scenic Bikeways: 2014, Dean Runyan Associates

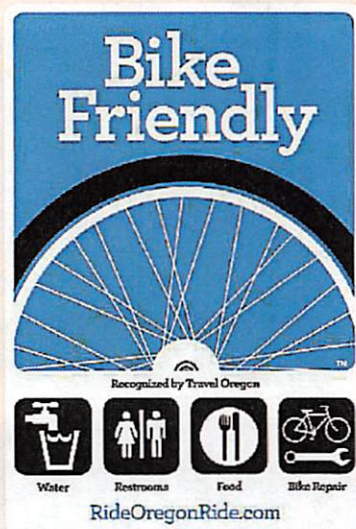


America's first scenic highway, the **Historic Columbia River Highway**, is located in the Columbia River Gorge. Over the past 30 years much work has been done to restore the Historic Highway like the glory days of the 1920's. Now, there is just 10 miles more of the State Trail construction needed to complete the reconnection of the Historic Highway. The economic impacts that bicycle recreation alone will have on the Gorge communities once the Trail is completed includes:

- An additional **\$6.3 million** in expenditures per year
- Additional **82 full and part-time jobs** with **\$1.7 million** in earnings and **\$270,000** in state and local tax revenue annually

Columbia River Gorge Bicycle Recreation: Economic Impact Forecast for the Communities Along the Historic Columbia River Highway 2014, Dean Runyan Associates

Oregon created the first **Bike Friendly Business** recognition program in the nation geared towards travelers - increasing marketing exposure for businesses who commit to serving cyclists and connecting travelers who ride bikes with businesses that offer amenities they seek.



Find out more at:
Industry.TravelOregon.com/BFB

Complete studies found at:
Industry.TravelOregon.com/CyclingResearch

Contact:
Travel Oregon
Scott Bricker, Destination Development Manager
Phone: 971.717.6185 | email: SBricker@TravelOregon.com

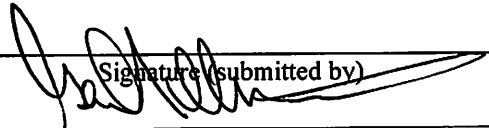


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Curry Transfer and Recycling Rate Increase

Recommended Motions:

1. Motion to approve a new rate schedule to be effective July 1, 2018 for refuse collection and recycling services provided by Curry Transfer and Recycling, such schedule being as proposed in Exhibit A attached to the CTR letter dated May 15, 2018.

Financial Impact:

Nominal increase in franchise fee revenue from rate increase.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The ordinance establishing a franchise agreement with Curry Transfer and Recycling (CTR) provides that CTR may request a rate adjustment annually based upon cost of living and related factors. CTR has requested a rate increase of 2.15 percent to be effective July 1, 2018. This will result in a \$0.58 per month increase in the fee for a basic 32 gallon cart service. Last year the increase was \$0.29 per month.

CTR has an exclusive franchise with the City to provide refuse collection, disposal and recycling collection. The term of the franchise is year-to-year; the ordinance provides a 10-year termination provision.

Attachment(s):

- a. Rate schedule with rate increase and franchise fee effective July 1, 2018



17498 Carpenterville Rd, PO Box 4008, Brookings, OR 97415

(p) 800-826-9801 (f) 541-469-1048
currytransferrecycling.com

May 15, 2018

City of Brookings
Attn: Gary Milliman- City Manager
898 Elk Drive
Brookings, OR 97415

RE: **2018** Rate Adjustment Request

Dear Mr. Milliman:

Customarily, each year we request a rate adjustment based on the prior year's US CPI average. The CPI for 2017 was **2.15%**. This will result in a **\$0.58** per month adjustment for a basic 32 gallon cart service. Please use this notice and the other information enclosed to consider a rate adjustment effective **July 1, 2018**.

We appreciate the opportunity to serve the City of Brookings.

Sincerely,

Luke Pyke
Site Manager

Enclosures:

2017-2018 Exhibit A rate comparison
2017 CPI Adjustment- Department of Labor



City of Brookings Rate Schedule

Exhibit A

Effective July 1, 2018

			Previous Adjustment 2017	Rate Adjustment	New Rate 2018
Residential Cart Service					
32	gallon	per month	27.09	2.15% 0.58	27.67
48	gallon	per month	38.78	2.15% 0.83	39.61
64	gallon	per month	50.44	2.15% 1.08	51.52
96	gallon	per month	73.78	2.15% 1.59	75.37
Commercial Cart Service					
32	gallon	per month	28.30	2.15% 0.61	28.91
48	gallon	per month	39.87	2.15% 0.86	40.73
64	gallon	per month	53.16	2.15% 1.14	54.31
96	gallon	per month	79.74	2.15% 1.71	81.45
Commercial/Container Rental Service					
Per Loose Yard Trash Service			28.68	2.15% 0.62	29.29
Per Loose Yard Brush Service			13.80	2.15% 0.30	14.10
Per Loose Yard Metal Service			13.80	2.15% 0.30	14.10
Auto Lock Charge			4.12	2.15% 0.09	4.21
Dumpster Rental			16.67	2.15% 0.36	17.03
Extra bag- on route			5.90	2.15% 0.13	6.02
Medical Waste- 1 Gallon Sharps			25.95	2.15% 0.56	26.51
Medical Waste Tub collection per gallon			3.42	2.15% 0.07	3.49
Return Trip Charge- next day			13.15	2.15% 0.28	13.43
Roll- Off Daily Rent Charge			2.35	2.15% 0.05	2.40
Special Handling Charge			1.31	2.15% 0.03	1.34
Special Trip/ Off Route Trip/Delivery Charge			20.10	2.15% 0.43	20.53
Start; Stop; Resume; Seasonal Stop			7.12	2.15% 0.15	7.27
Recycling					
Residential recycle only (no solid waste service)			17.6	2.15% 0.38	17.98
Commercial Cardboard- routed			up to 25% of commercial yard rate		
Commercial Commingle			up to 50% of commercial yard rate		
Heavy Roofing or Demolition			1.5 times yard rate		
Extra Heavy Demolition or Mechanically			2.75 times yard rate		
Compacted Waste					

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Data extracted on: May 9, 2018 (7:49:54 PM)

CPI-Urban Wage Earners and Clerical Workers (Current Series)

Series Id: CWUR0000SA0, CWUS0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	237.974	240.128
2018	241.919	242.988	243.463											

12-Month Percent Change

Series Id: CWUR0000SA0, CWUS0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2008	4.6	4.4	4.3	4.2	4.5	5.6	6.2	5.9	5.4	3.8	0.7	-0.5	4.6	3.6
2009	-0.5	-0.3	-0.9	-1.3	-1.9	-2.0	-2.7	-1.9	-1.7	-0.3	2.3	3.4	-1.2	-0.2
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7	2.7	1.5
2011	1.8	2.3	3.0	3.6	4.1	4.1	4.1	4.3	4.4	3.9	3.8	3.2	3.2	3.9
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.4	1.8
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4	1.3
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.7	1.3
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.6	-0.2
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	0.8	1.2
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.2	2.1
2018	2.1	2.3	2.4											

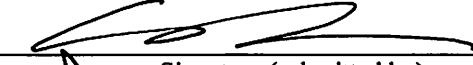
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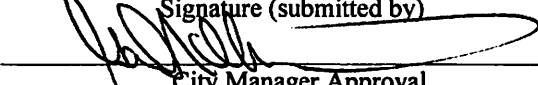
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: Parks



Signature (submitted by)



City Manager Approval

Subject: Wild Rogue Relay - 2018

Recommended Motion:

Motion to authorize City Manager to waive fees associated and services provided in support of the Wild Rogue Relay 2018 event.

Financial Impact: Fees and associated services for the event are estimated to be \$1,100. The \$2,000 sponsorship request will go before TPAC at the next meeting and ultimately to Council for final approval. The \$2,000 sponsorship will be appropriated from the Tourism Fund.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Staff met with the organizers of the Wild Rogue Relay event who expressed interest in using Azalea Park for a fourth year as the terminus for the event on June 23, 2018. At this meeting they requested the City waive all park use fees, and continue to be a major sponsor of the run as we have the previous three years.

The Relay organizers are also requesting that the City waive all fees associated with serving as the terminus for the event, including park use and event fees, provide a garbage dumpster and that the City Public Safety Department assist with conveying runners safely through town.

This will be the sixth year for the Relay, and the fourth year that the event would conclude in Brookings. This event starts at Applegate Reservoir and covers a 215-mile route to the coast. The event organizers are estimating that 85- 12 person teams and 14 – 6 person teams will participate in the event. Combined with family members, vendors and other volunteers, this event would bring more than 2,500 visitors to Brookings. Parking for some 220 vans that accompany the runners would be needed at or near Azalea Park; the City would work with the event organizers and adjacent property owners as needed to address this aspect of the event. Organizers report that approximately 40 per cent of those participating in the event stay overnight.

Azalea Park will be used as the terminus for the run, and would be the location of a post-run event that would include food, alcoholic beverages, music and dancing. The Run organizers would also be seeking other local sponsors and vendors.

Attachments:

- a. Fee Waiver and Sponsorship Request

Tony Baron

From: Sarah Brendle
Sent: Thursday, May 03, 2018 1:56 PM
To: Tony Baron
Subject: Re: FW: WRR help

Hello Tony,

We would like to request your continued support of The Wild Rogue Relay by asking that you waive the \$1000 in fees and that you contribute \$2000 to our organization for the 2018 Wild Rogue Relay. We look forward to many years of mutual benefit as we grow this event and the number of visitors we are able to bring to this wonderful city.

Please let me know if we can do anything to further contribute to economic growth in Brookings.

I will send the application as soon as I get all of the items together.

Thank you!

On Thu, May 3, 2018 at 9:28 AM, Tony Baron <abaron@brookings.or.us> wrote:

[Copy/edit below in a new email](#)

From: Jim Brendle [mailto:jim@smokymountainrelay.com]
Sent: Thursday, May 19, 2016 2:46 PM
To: abaron@brookings.or.us
Subject: WRR help

Tony Baron
Director of Parks and Recreation
[City of Brookings](#)
[898 Elk Dr.](#)
[Brookings, OR 97415](#)

Dear Tony,

We are happy with the changes with our event that brought us to Brookings this past year. We appreciate all of your efforts to welcome our participants and create a positive experience for them in Brookings. Being the first year for Brookings to host our finish line, we learned a lot and should be able to have a smoother, more positive experience for everyone involved for this upcoming event.

We would like to request your continued support of The Wild Rogue Relay by asking that you waive the \$1000 in fees and that you contribute \$2000 to our organization. We have a larger number of participants this year and the local hotel rooms and VRBO listings were filled much earlier this year. We look forward to many years of mutual benefit as we grow this event and the number of visitors we are able to bring to this wonderful city. Please let me know if we can do anything to further contribute to economic growth in Brookings.

Thanks!

Jim Brendle
Race Director Wild Rogue Relay
jim@smokymountainrelay.com

541-951-9939

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Sarah Brendle
Sponsorship Coordinator
www.thewildroguerelay.com

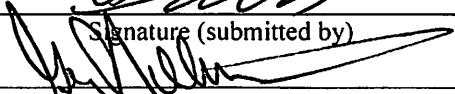
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: City Recorder



Signature (submitted by)


City Manager Approval


Subject: Transient Occupancy Tax (TOT) Fund Allocation for the Rock the Chetco Event.

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate a \$3,000 grant to the Rock the Chetco event.

Financial Impact:

\$3,000 allocated from TOT revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Michael Frederick of Chetco Brewing submitted a request for \$3,000 in funding assistance for the Rock the Chetco event scheduled for Memorial Day weekend, May 25-27, 2018. The funds may be used to cover labor, venue costs, advertising, entertainment, security, etc.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of May 10, 2018. At that meeting, TPAC recommended unanimously to grant \$3,000 in TOT funding to the Rock the Chetco event.

Attachment(s):

- a. Event Funding Application

Event Title: Rock The Chetco Amount Requested \$3000⁰⁰ *-retro active*
 Organization: Chetco Brewing Company *or less if not needed*
 Event Description: Food, games, competitions, entertainment, beer, craft vendors, demonstrations - in the Port on the boardwalk

Event Date/s: May 25, 26, 27
 Location: Port Boardwalk area plus Location secured? Yes ☒ No ☐

Event Goals: Continue to grow the event, bringing more people to town, providing a great introduction to the area, in spite of increasing competition.

How will this event be sustained after the first year? Last year, we almost broke even and the event went really great. We thought it would grow this year. Now we are facing increased competition.

Sponsors/Investors: Chetco Brewing Company, Curry Cruisers Car Club

Event Budget

Income			Expenses		
Fees Collected	\$ 4220		Facility/Venue Costs	\$ 1800	
Admissions	\$ 0		Setup teardown in event Labor	\$ 960	
			Insurance	\$ 250	
Concessions	\$ 0		music	\$ 2900	
			Advertising	\$ 1100	
Sponsors ?	\$ not yet ?		trash/porto potty	\$ 2000	
			trash clean up Supplies	\$ 342	
			security	\$ 720	
			stage	\$ 100	
TOTAL	\$ 4220		TOTAL	\$ 10172	

How do you intend to evaluate the success of your event and determine the number of out of town visitors?
monitor checked IDs, use our POS to determine out of town C.C. sales,

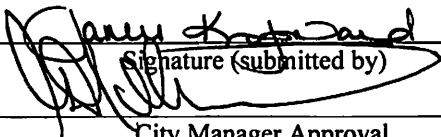
Contact Person: Michael Frederick
 Phone: 541-661-3585 Email: brewer@chetcobrew.com
 Mailing Address: PO 1500, PMB 255, Brookings

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: City Council


Signature (submitted by)

City Manager Approval


Subject: City Manager Employment Agreement

Recommended Motion:

Motion to authorize the Mayor to sign employment agreement with Janell Howard for the City Manager position.

Financial Impact:

The cost of the transition is included in the proposed 2018-19 budget.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City Manager has met with the City Council concerning his upcoming retirement and to discuss the appointment of his successor. The City issued a press release announcing the City Manager's retirement and upcoming vacancy on April 12.

The City Council has conveyed to the City Manager its goal of implementing a smooth transition to a new City Manager. The Council has indicated that they wish to employ someone with strong city government management experience, has appropriate education, a strong commitment to public service, and who would be willing to make a long-term commitment to serving in the position.

Consistent with the City Council goals, the City Manager recommends that the City Council proceed to fill the position by internal promotion and has recommended Janell Howard, current Finance and Human Resources Director, for appointment as the new City Manager.

Howard has served as Brookings Finance and Human Resources Director since 2009, and served in a similar position with the City of Coos Bay for 10 years. She also served as an audit consultant and audit manager for six years. During her tenure with Brookings, Howard has also served in the role of acting City Manager during his absence; this role is included in her current job description. In her role as Budget Officer, Howard is intimately familiar with the City operation.

The City Manager has also completed a salary survey and recommends that the base pay for the new City Manager be established as \$128,000 annually. This is approximately 13 per cent higher than the current base salary. However, the current City Manager has elected to forego some salary increases in exchange for the City paying for specialized training and additional

vacation accruals. The position of city manager does not have a salary range with steps, as do all other management positions. The City Manager believes that the salary of the new City Manager should remain comparable with other Oregon communities of like size, subject to any other alternative form of compensation terms and conditions. A recently completed ICMA study reported that the median salary for a City Manager was \$134,875.

In addition to City Manager duties specified in the City Charter and Municipal Code, Howard will also retain the role of Finance and Human Resources Director. This will provide savings of approximately \$50,000 annually.

On May 14, 2018, the City Council invited Finance and Humans Resources Director Janell Howard to submit an employment agreement for City Council consideration at the May 29, 2018 meeting. A draft employment agreement is attached.

Attachment(s):

- a. City Manager employment agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2018, by and between the **CITY OF BROOKINGS**, a municipal corporation, ("City"), and **JANELL K. HOWARD**, ("Employee"). The parties to this Agreement do hereby enter into the terms, conditions, covenants, duties and responsibilities as follows:

RECITALS

WHEREAS, City is municipal corporation providing a wide range of public services to the community; and

WHEREAS, for City to insure that its responsibilities to the health and safety of the public are met at all times, the City must attract and retain in its employment a City Manager who exhibits the knowledge, experience, technical ability, professionalism and qualities of leadership necessary to meet the City's objectives; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and set working conditions for the position of City Manager; and

WHEREAS, it is the desire of the City Council to: (1) retain the services of Employee and to provide inducement for her to remain in such employment; (2) establish a clear and mutually understood system of compensating Employee; (3) provide a just means for terminating the services of Employee at such time as she may be unable to discharge fully her duties due to disability or retirement or when the City Council may desire to otherwise terminate her employment; and

WHEREAS, in contemplation of and subject to the approval of the City Council, Employee agrees to commence providing services to the City as of July 1, 2018.

NOW THEREFORE, in consideration of the mutual covenants herein contained and as authorized by the Brookings City Charter and Municipal Code, applicable City Personnel Rules and Regulations, and in accordance with Oregon Revised Statutes, the parties hereto agree as follows:

Section 1 Term and Duties

- A. City hereby employs Employee as City Manager, and Employee hereby accepts this employment, commencing on the 1st day of July, 2018 and continuing until Employee resigns or until Employee is terminated, whichever occurs first. Employee will perform those duties and functions as specified in the Brookings City Charter and Municipal Code, and to perform such other legally permissible duties as the City Council shall from time to time assign.
- B. In addition to the duties outlined in paragraph A above, Employee will assume, as City Manager, the following duties currently assigned to the Finance and Human Resources Director: direct the overall budgeting and finance functions of the City, oversee work relating to the maintenance of official City records and elections, and function as the Personnel Director for the City.

- C. In addition to the duties and responsibilities defined herein, during the term of this Agreement, and any extensions thereto, Employee shall also serve as Executive Director for the Urban Renewal Agency.
- D. The Employee and City Council shall mutually establish performance goals and objectives to be met by Employee for each year of this Agreement. Said objectives shall be established as part of an annual evaluation process.
- E. Employee shall not spend more than ten (10) hours per week in teaching, consulting or other non-Employee connected business without the prior written approval of the City Council.

Section 2 Compensation and Review

- A. City will pay Employee an annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), commencing July 1, 2018, payable in installments at the same time as other City employees are paid.
- B. On January 1, 2019, and upon successful completion of six month probation and a positive performance evaluation, Employee's salary shall increase by five percent (5%).
- C. City shall conduct an annual performance evaluation of Employee using such criteria as City may establish with input from the Employee.
- D. The City Council shall review Employees salary annually, make cost of living increase on the same basis as other city management employees, and make such adjustments as the City Council deems appropriate based upon Employee performance.

Section 3 Schedule and Severance

- A. The employee's schedule of work each day and week shall vary in accordance with the work required to be performed. It is recognized that employee must devote a great deal of her time outside of normal office hours to business of the City and, to that end, will be allowed to take reasonable amount of compensatory time off during normal business hours. Employee must use accrued vacation leave, sick leave or other allowed leave if absence from work extends to more than two consecutive work days.
- B. Employee will serve at the pleasure of the City Council and may be removed by the City Council at any time and without notice. In the event Employee is terminated by the City Council without cause, she shall be entitled to a lump sum payment equal to her total salary and benefits, for six (6) months increasing by one month for each additional year of employment, up to a maximum of twelve (12) months. Severance pay shall include the cost of continued group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) for the same period of time. In the event Employee is terminated for cause, City shall have no obligation to pay the aforementioned aggregate severance sum. A "for cause" termination is defined as: (a) the conviction of a felony or misdemeanor crime involving acts of moral turpitude; (b) any willful act of dishonesty or misconduct in the performance of job duties; or (c) the willful and repeated neglect of duty. In the event Employee is terminated for cause, she shall not be entitled to any severance pay.
- C. In the event Employee voluntarily resigns her position with City, Employee shall give City 30 day's written notice in advance, unless the parties agree in writing otherwise. In the event Employee resigns, she will not be entitled to any severance pay.

Section 4 Automobile

- A. As Employee will be required to use her personal automobile in the conduct of City business, City shall pay to employee a monthly automobile stipend of \$350. In addition, Employee shall receive payment at rate provided in IRS guidelines for all miles driven on official business outside of Curry and Del Norte counties.
- B. Employee shall not use a City-owned vehicle, except as a passenger or in the event of an emergency.
- C. Employee shall name City as an "additional named insured" on Employee's personal automobile liability insurance policy.

Section 5 Other Benefits

- A. Employee shall be entitled to observe holidays on the same basis as other City management employees. Employee shall earn vacation leave at a rate of 200 hours annually, shall be allowed to accrue unused vacation leave with no maximum, and the full value of any such unused vacation leave shall be paid to Employee upon termination, resignation or retirement. The rate of accrual of vacation leave shall be increased to 240 hours annually, upon Employee's completion of fifteen years of service with the City. Employee shall earn sick leave at a rate of 96 hours annually, shall be allowed to accrue unused sick leave to a maximum of 960 hours, and 25 per cent (25%) of the value of any such unused sick leave shall be paid to employee upon termination, resignation or retirement.
- B. City shall reimburse Employee for the cost of maintaining in force a policy of term life insurance for the benefit of Employee's survivors in the amount of \$250,000.
- C. City shall pay both the Employer and Employee contribution on behalf of Employee for her membership in the Public Employees Retirement System.
- D. City will contribute \$3,000 annually to Employee's deferred compensation account, commencing July 1, 2018, payable in installments at the same time as other City employees are paid.
- E. City shall contribute a maximum of 90 per cent (90%) per month toward the premium for health, dental and vision care insurance for City and her family. City shall also continue to make Health Savings Account (HSA) contribution to Employee's account, equal to the family deductible, as allowed by law.
- F. Employee shall be provided with all other benefits as are provided to a majority of Department Directors.
- G. In the event of Employee's death while still employed with City, the heirs at law and executors of Employee shall be entitled to the value of accrued benefits as prescribed in this Section to which Employee would have been entitled.
- H. Diminutive use of City telecommunications resources, such as occasional use of City telephone for personal use, shall be considered a part of Employee's compensation.

Section 6 Other Terms and Conditions

- A. City agrees to budget for and pay for professional dues and subscriptions of Employee necessary for her continuation and participation in national, regional, state and local

associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and the good of the City.

- B. City hereby agrees to budget for and to pay for attendance, travel and reasonable subsistence expenses of Employee for official travel and professional development including, but not limited to, the ICMA Annual Conference, League of Oregon Cities Annual Conference, the Oregon City Management Association Conference, Oregon Society of Certified Public Accountants Governmental Conference, and Oregon Government Finance Officers Association Conferences.
- C. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or pay said general expenses and the Finance Department is hereby authorized to disburse such money upon receipt of duly executed expenses receipts, statements or personal affidavits.
- D. At Employee's option, Employee may use accumulated vacation and sick leave, for which she is eligible to receive payment upon retirement, to extend her retirement date beyond her actual last day of work for a maximum period of six months.

Section 7 Indemnification

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of Employee's duties as defined the Agreement. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered for Employee's activities performed within the course and scope of her employment.

Section 8 Bonding

City shall bear the full costs of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9 Modifications.

Any modification to this Agreement must be in writing and signed by both parties executing this Agreement to be effective.

Section 10 Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 11 Entire Agreement

- A. Each of the Recitals stated above is incorporated by reference as is fully set forth herein.
- B. Each party agrees that this Agreement is valid and shall be binding upon said party. Each party to this Agreement acknowledges that no representation, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that no other agreement, statement or promise not contained or referenced in the Agreement shall be valid or binding on either parties.

IN WITNESS WHEREOF, of the City of Brookings has approved and caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by the City Recorder, and the Employee has signed and executed three (3) copies of this Agreement.

Executed this ____ day of _____, 2018 at Brookings, Oregon.

CITY

EMPLOYEE

By: _____
Mayor Jake Pieper

Janell K. Howard

ATTEST:

City Recorder Teri Davis

APPROVED AS TO FORM:

City Attorney Martha D. Rice

City of Brookings

CITY COUNCIL MEETING MINUTES

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

Monday, May 14, 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, and Dennis Triglia present; a quorum present.

Staff present: City Manager Gary Milliman, Finance & Human Resources Director Janell Howard, City Attorney Martha Rice, Parks & Planning Manager Tony Baron, Building Official Garrett Thomson, and City Recorder Teri Davis.

Media Present: Jane Stebbins from Curry Pilot present

Others Present: Nine audience members.

Scheduled Public Appearances

Anna Krug from Harris Beach State Park presented to Council regarding recent improvements, projects, and plans for the future.

Resolutions

Building and Mechanical Permit Fee Updates

Building Official Thomson presented the staff report.

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to adopt Resolution 18-R-1130, setting Building Division fees.

Oral Requests and Communications from the audience

1. Mary Rowe from 94111 5th Pl. #1, Gold Beach addressed Council via phone regarding an affordable housing program entitled CAHOOTS

Staff Reports

Declare Council Seat Vacant and Determine Method of Selection

City Manager Milliman presented the staff report.

Mayor Pieper and other Councilors noted their appreciation for Councilor Thompson's service while on City Council.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to accept resignation of Councilor Roger Thompson and declare Council Position 3 vacant.

Council discussed options regarding how to fill the vacancy.

Councilor Triglia indicated his desire to open the position for applications.

Mayor Pieper advised Council that former Mayor and Councilor Ron Hedenskog had expressed a desire to be appointed. Mayor Pieper noted he could think of no better candidate to fill the vacancy especially in light of the City Manager's retirement; knowledge, continuity and stability a necessity.

Councilors discussed the short length of the term of the appointment and Mr. Hedenskog's experience and topical knowledge.

Councilor Triglia reiterated his desire to see the position opened for applications.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted 3-1, with Councilor Triglia voting 'nay', to appoint Ron Hedenskog to Council Position 3 for the remainder of the term ending January 14, 2019.

Mr. Hedenskog was sworn in by the City Recorder and assumed his seat at the dais.

Chair of the Planning Commission's Annual Report

Parks & Planning Manager Baron presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to accept the Annual (2017) Planning Commission Report.

The Committee for Citizen Involvement (CCI) Annual Report

Parks & Planning Manager Baron presented the staff report.

Councilor Triglia requested staff look into updates to the survey that would generate more public input.

Councilor Hedenskog moved, Councilor Triglia seconded and Council voted unanimously to accept the CCI annual report for 2017 and direct Staff to forward the report to the County Planning coordinator and the State's Citizen Involvement Advisory Committee as required by Resolution #399.

City Manager Vacancy and Selection Process

City Manager Milliman presented the staff report, recommending internal promotion and further recommending promotion of Finance & Human Resources Director Janell Howard to City Manager.

Council discussed the need for transparency in this process and the recommended salary of the new City Manager.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to fill the upcoming City Manager vacancy by internal promotion and invite Finance and Human Resources Director Janell Howard to submit an employment agreement for City Council consideration at their meeting of May 29, 2018.

Collective Bargaining Agreement with Brookings Police Association

Finance & Human Resources Director Howard presented the staff report.

Council discussed particulars of the agreement and recent police compensation trends.

Councilor Triglia noted one needed edit in the agreement document.

Council commended City Manager Milliman and Director Howard for their diligent work during this process.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to execute the City of Brookings Police Association Collective Bargaining Agreement for the period July 1, 2017 to June 30, 2019.

Consent Calendar

1. Approve Council minutes for April 23, 2018.
2. Accept Planning Commission minutes for February 6, 2018.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously, with Councilor Hedenskog abstaining, to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilors welcomed Councilor Hedenskog back.

Councilor Hedenskog thanked the Council for its kind words.

Adjournment

Councilor Hedenskog moved, Councilor Hodges seconded, and Mayor Pieper adjourned the meeting at 8:28 p.m.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2018:

Jake Pieper, Mayor

Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – April 12, 2018

CALL TO ORDER

Meeting called to order at 4:03 PM

1. ROLL CALL

Present: Committee members Tim Patterson, Candice Michel, Bob Pieper, Sonya Billington, Dane Tippman, and Skip Watwood.

Also present: Council Liaison Bill Hamilton and Staff Committee Liaison Teri Davis

2. APPROVAL OF MINUTES –

- a. Motion made by Candice Michel to approve the minutes of March 8, 2018, motion seconded by Tim Patterson 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. Travel Southern Oregon Visitors Guide –** Susan Crow presented (via phone).
- Committee discussed timing, budget, the value of print advertising

Motion made by Candice Michel to purchase a quarter page ad, motion seconded by Sonya Billington; Committee postponed voting until all other agenda action items were presented

- b. Regional Network Coordinator –** Sam Baugh from SCDC presented.
- Requesting Memorandum of Understanding to participate in the Oregon South Coast Regional Tourism Network
- Requesting funding to assist with the hiring of a Regional Tourism Network Coordinator

Motion made by Candice Michel to recommend to Council to execute a Memorandum of Understanding with the Oregon South Coast Regional Tourism Network, motion seconded by Bob Pieper and Committee voted; the motion carried unanimously.

- c. Chamber of Commerce Map Distribution –** Information provided by Kayla Coy of Certified Folder
- Requesting \$2,261.10 for one year of distribution services of the Chamber of Commerce map
- Committee requested Teri make follow-up contact with Kayla seeking answers to specific questions.

Motion made by Candice Michel to approve a six-month distribution agreement provided the answers to the questions Teri asked in follow-up met with Committee desires, motion seconded by Dane Tippman and Committee voted; the motion carried 4-2 with Tim Patterson and Bob Pieper voting 'nay'.

- d. Azalea Festival Funding –** Greg Williams and Brandon Hodges of the Chamber of Commerce presented
- Requesting up to \$6,000 for activities and enhancements to the Azalea Festival weekend events
- Committee discussed various elements of the proposal including whether it met TPAC funding criteria.

Motion made by Candice Michel to grant \$1,000 to the event organizers, motion seconded by Dane Tippman.

Motion made by Tim Patterson to amend the grant amount to \$2,000, motion seconded by Skip Watwood and Committee voted; the motion carried 5-1 with Bob Pieper voting 'nay'.

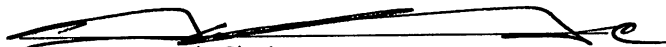
5. INFORMATIONAL ITEMS

- a. Drone Camera Grant Update** – Joe Morin presented
- b. KCIW Evaluation** – evaluation report provided by Tom Bozack
 - Connie Hunter spoke in opposition to the evaluation stating KCIW had not met its TPAC contract obligations
- c. Event Calendar** – not presented
- d. Travel Adventure Show Evaluation** – evaluation provided by Teri Davis
- e. Recent Council Actions** – Teri Davis presented
- b. 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 May 10, 2018.

8. ADJOURNMENT – with no further business before the Committee, meeting adjourned at 6:16 pm.

Respectfully submitted,



Skip Watwood, Chair
(approved at May 10, 2018 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: 05/15/2018
Subject: Liquor License Application

The Brookings Police Department found no **local** disqualifying information prohibiting **Deon Shafer** with the attached **Full On-Premises, Commercial** liquor license application. The business "**Superfly Martini Bar & Grill**" is located at 623 Memory Lane, Brookings, Oregon. It is the recommendation of the Brookings Police Department the above mentioned applicants be granted their request with final approval coming from the **Oregon Liquor Control Commission**.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Donny Dotson", is written over a horizontal line.

Lieutenant Donny Dotson
Brookings Police Department





OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time).

APPLICATION: Application is being made for:

- ☐ Brewery
☐ Brewery-Public House
☐ Distillery
☒ Full On-Premises, Commercial
☐ Full On-Premises, Caterer
☐ Full On-Premises, Passenger Carrier
☐ Full On-Premises, Other Public Location
☐ Full On-Premises, Nonprofit Private Club
☐ Full On-Premises, For-Profit Private Club
☐ Grower Sales Privilege
☐ Limited On-Premises
☐ Off-Premises
☐ Off-Premises with Fuel Pumps
☐ Warehouse
☐ Wholesale Malt Beverage & Wine (WMBW)
☐ Winery

CITY AND COUNTY USE ONLY

Date application received 5/14/18

Name of City or County Brookings

Recommends this license be ☐ Granted ☐ Denied

By _____

Date _____

OLCC USE

Application received by _____

Date _____

License Action:

1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:

Applicant #1

Deon Shafer

Applicant #2

Applicant #3

Applicant #4

2. Trade Name of the Business (the name customers will see):

Superfly Martini Bar & Grill

3. Business Location: Number and Street **623 Memory Lane**

City **Brookings**

County **Curry**

ZIP **97415**

4. Is the business at this location currently licensed by the OLCC? ☒ Yes ☐ No

5. Mailing Address (where the OLCC will send your mail):

PO Box, Number, Street, Rural Route **255 Trey Lane**

City **Crescent City**

State **CA**

ZIP **95531**

6. Phone Number of the Business Location:

7. Contact Person for this Application:

Name **Deon Shafer**

Phone Number **707-458-5907**

Mailing Address, City, State, ZIP

255 Trey Lane, Crescent City, CA, 95531

Email **deonshafer@yahoo.com**

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is **prohibited** on the licensed premises.

Signature of Applicant #1

Signature of Applicant #2

Signature of Applicant #3

Signature of Applicant #4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
TAXES	2,914,282.00	49,666.35	2,805,639.42	108,642.58	96.3
LICENSES AND PERMITS	110,900.00	5,710.26	90,367.48	20,532.52	81.5
INTERGOVERNMENTAL	227,300.00	37,112.04	150,681.81	76,618.19	66.3
CHARGES FOR SERVICES	165,000.00	26,620.48	142,582.40	22,437.60	86.4
OTHER REVENUE	171,000.00	54,378.27	176,424.21	(5,424.21)	103.2
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	<u>4,077,069.00</u>	<u>173,487.40</u>	<u>3,365,675.32</u>	<u>711,393.68</u>	<u>82.6</u>
EXPENDITURES					
JUDICIAL:					
PERSONAL SERVICES	24,561.00	2,240.96	20,404.62	4,156.38	83.1
MATERIAL AND SERVICES	11,850.00	625.30	7,006.70	4,843.30	59.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,411.00</u>	<u>2,866.26</u>	<u>27,411.32</u>	<u>8,999.68</u>	<u>75.3</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	194,964.00	14,375.14	176,456.41	18,507.59	90.5
MATERIAL AND SERVICES	98,400.00	8,437.35	101,683.88	(3,283.88)	103.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>293,364.00</u>	<u>22,812.49</u>	<u>278,140.29</u>	<u>15,223.71</u>	<u>94.8</u>
POLICE:					
PERSONAL SERVICES	2,114,007.00	171,857.90	1,668,935.04	445,071.96	79.0
MATERIAL AND SERVICES	170,800.00	15,658.32	123,757.37	47,042.63	72.5
CAPITAL OUTLAY	.00	.00	14,306.93	(14,306.93)	.0
DEBT SERVICE	55,150.00	.00	20,374.46	34,775.54	36.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,339,957.00</u>	<u>187,516.22</u>	<u>1,827,373.80</u>	<u>512,583.20</u>	<u>78.1</u>
FIRE:					
PERSONAL SERVICES	187,554.00	16,292.05	150,176.47	37,377.53	80.1
MATERIAL AND SERVICES	103,000.00	4,455.35	60,971.51	42,028.49	59.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	45,519.00	.00	38,047.96	7,471.04	83.6
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>336,073.00</u>	<u>20,747.40</u>	<u>249,195.94</u>	<u>86,877.06</u>	<u>74.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	174,119.00	11,390.73	119,749.08	54,369.94	68.8
MATERIAL AND SERVICES	90,800.00	1,269.45	11,117.66	79,682.34	12.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>264,919.00</u>	<u>12,660.18</u>	<u>130,866.72</u>	<u>134,052.28</u>	<u>49.4</u>
PARKS & RECREATION:					
PERSONAL SERVICES	246,173.00	18,023.64	180,641.74	65,531.26	73.4
MATERIAL AND SERVICES	87,200.00	5,381.69	75,181.73	12,018.27	86.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	49,000.00	4,031.88	40,318.80	8,681.20	82.3
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>382,373.00</u>	<u>27,437.21</u>	<u>296,142.27</u>	<u>86,230.73</u>	<u>77.5</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	194,630.00	17,083.57	160,256.87	34,373.13	82.3
MATERIAL AND SERVICES	33,700.00	1,075.97	21,639.99	12,060.01	64.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>228,330.00</u>	<u>18,159.54</u>	<u>181,896.86</u>	<u>46,433.14</u>	<u>79.7</u>
SWIMMING POOL:					
PERSONAL SERVICES	61,112.00	.00	51,286.17	9,825.83	83.9
MATERIAL AND SERVICES	43,000.00	1,011.89	19,868.30	23,131.70	46.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>104,112.00</u>	<u>1,011.89</u>	<u>71,154.47</u>	<u>32,957.53</u>	<u>68.3</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	145,500.00	6,053.22	72,225.68	73,274.32	49.6
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
	<u>1,041,530.00</u>	<u>6,053.22</u>	<u>72,225.68</u>	<u>969,304.32</u>	<u>6.9</u>
	<u>5,027,069.00</u>	<u>299,264.41</u>	<u>3,134,407.35</u>	<u>1,892,661.65</u>	<u>62.4</u>
	<u>(950,000.00)</u>	<u>(125,777.01)</u>	<u>231,267.97</u>	<u>(1,181,267.97)</u>	<u>24.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	485,000.00	30,708.29	301,444.92	183,555.08	62.2
OTHER REVENUE	13,650.00	.00	8,196.53	5,453.47	60.1
TRANSFER IN	.00	.00	.00	.00	.0
	<u>498,650.00</u>	<u>30,708.29</u>	<u>309,641.45</u>	<u>189,008.55</u>	<u>62.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,515.00	13,164.16	148,473.01	57,041.99	72.2
MATERIAL AND SERVICES	205,000.00	14,190.58	166,654.09	38,345.91	81.3
CAPITAL OUTLAY	107,000.00	.00	8,414.90	98,585.10	7.9
DEBT SERVICE	27,583.00	13,929.05	17,170.34	10,412.66	62.3
TRANSFERS OUT	31,582.00	.00	.00	31,582.00	.0
CONTINGENCIES AND RESERVES	121,970.00	.00	.00	121,970.00	.0
	<u>698,650.00</u>	<u>41,283.79</u>	<u>340,712.34</u>	<u>357,937.66</u>	<u>48.8</u>
	<u>698,650.00</u>	<u>41,283.79</u>	<u>340,712.34</u>	<u>357,937.66</u>	<u>48.8</u>
	<u>(200,000.00)</u>	<u>(10,575.50)</u>	<u>(31,070.89)</u>	<u>(168,929.11)</u>	<u>(15.5)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,637,000.00	124,537.85	1,357,420.33	279,579.67	82.9
OTHER INCOME	54,500.00	2,565.00	45,574.48	8,925.52	83.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,691,500.00</u>	<u>127,102.85</u>	<u>1,402,994.81</u>	<u>288,505.19</u>	<u>82.9</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	361,597.00	30,168.39	264,405.48	97,191.52	73.1
MATERIAL AND SERVICES	197,500.00	10,609.08	160,274.18	37,225.82	81.2
CAPITAL OUTLAY	50,000.00	4,789.59	31,039.45	18,960.55	62.1
DEBT SERVICE	14,900.00	398.39	3,983.91	10,916.09	26.7
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>623,997.00</u>	<u>45,965.45</u>	<u>459,703.02</u>	<u>164,293.98</u>	<u>73.7</u>
WATER TREATMENT:					
PERSONAL SERVICES	311,891.00	8,835.21	227,490.29	84,400.71	72.9
MATERIAL AND SERVICES	242,000.00	25,213.63	200,442.26	41,557.74	82.8
CAPITAL OUTLAY	20,500.00	.00	2,384.49	18,115.51	11.6
DEBT SERVICE	14,900.00	398.39	3,983.91	10,916.09	26.7
TRANSFERS OUT	589,386.00	.00	.00	589,386.00	.0
CONTINGENCIES AND RESERVES	178,826.00	.00	.00	178,826.00	.0
	<u>1,357,503.00</u>	<u>34,447.23</u>	<u>434,300.95</u>	<u>923,202.05</u>	<u>32.0</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,981,500.00</u>	<u>80,412.68</u>	<u>894,003.97</u>	<u>1,087,496.03</u>	<u>45.1</u>
	<u>(290,000.00)</u>	<u>46,690.17</u>	<u>508,990.84</u>	<u>(798,990.84)</u>	<u>175.5</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,129,300.00	264,692.48	2,606,888.01	522,411.99	83.3
OTHER REVENUE	10,000.00	.00	11,213.95	(1,213.95)	112.1
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,134,800.00</u>	<u>264,692.48</u>	<u>2,618,101.96</u>	<u>516,698.04</u>	<u>83.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	528,144.00	41,196.83	401,366.35	126,777.65	76.0
MATERIAL AND SERVICES	243,700.00	7,174.17	122,052.29	121,647.71	50.1
CAPITAL OUTLAY	15,000.00	.00	12,644.49	2,355.51	84.3
DEBT SERVICE	14,900.00	398.39	3,983.92	10,916.08	26.7
TRANSFERS OUT	149,966.00	.00	.00	149,966.00	.0
	<u>951,710.00</u>	<u>48,769.39</u>	<u>540,047.05</u>	<u>411,662.95</u>	<u>56.7</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	536,014.00	7,899.64	377,909.15	158,104.85	70.5
MATERIAL AND SERVICES	582,300.00	51,984.47	408,782.60	173,517.40	70.2
CAPITAL OUTLAY	10,000.00	.00	2,384.49	7,615.51	23.8
DEBT SERVICE	14,900.00	398.39	3,983.92	10,916.08	26.7
TRANSFERS OUT	1,230,044.00	.00	.00	1,230,044.00	.0
CONTINGENCIES AND RESERVES	314,332.00	.00	.00	314,332.00	.0
	<u>2,687,590.00</u>	<u>60,282.50</u>	<u>793,060.16</u>	<u>1,894,529.84</u>	<u>29.5</u>
	<u>3,639,300.00</u>	<u>109,051.89</u>	<u>1,333,107.21</u>	<u>2,306,192.79</u>	<u>36.6</u>
	<u>(504,500.00)</u>	<u>155,640.59</u>	<u>1,284,994.75</u>	<u>(1,789,494.75)</u>	<u>254.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 10 MONTHS ENDING APRIL 30, 2018

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	534,592.00	3,644.15	546,819.68	(12,227.68)	102.3
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	3,000.00	.54	6,134.01	(3,134.01)	204.5
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>537,592.00</u>	<u>3,644.69</u>	<u>552,953.69</u>	<u>(15,361.69)</u>	<u>102.9</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	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
	<u>877,592.00</u>	<u>.00</u>	<u>3,241.02</u>	<u>874,350.98</u>	<u>.4</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>877,592.00</u>	<u>.00</u>	<u>3,241.02</u>	<u>874,350.98</u>	<u>.4</u>
	<u>(340,000.00)</u>	<u>3,644.69</u>	<u>549,712.67</u>	<u>(889,712.67)</u>	<u>161.7</u>

City of Brookings Urban Renewal Agency Meeting MINUTES

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

Monday, December 11, 2017

Call to Order

Chair Pieper called the meeting to order at 9:14 PM, immediately following the City Council meeting.

Roll Call

Agency present: Chair Jake Pieper, Directors Bill Hamilton, Brent Hodges, Roger Thompson and Dennis Triglia; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Finance and Human Resources Director Janell Howard, and City Recorder Teri Davis.

Agency minutes

Director Triglia moved, Director Thompson seconded and Council voted unanimously to approve the August 14, 2017 Agency minutes as written.

Staff Reports

Accept Audit

Finance and Human Resources Director Howard provided the staff report.

Director Triglia moved, Director Hodges seconded and Council voted unanimously to accept the Brookings Urban Renewal Agency's Audit for the fiscal year ended June 30, 2017.

Agency Comments

There were no agency comments.

Adjourn

Director Triglia moved, Director Hamilton seconded and Council voted unanimously by voice to adjourn at 9:17 PM.

Respectfully submitted:

ATTESTED:

this ____ day of _____ 2018:

Jake Pieper, Chair

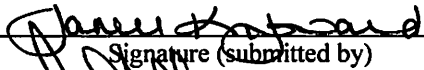
Teri Davis, City Recorder

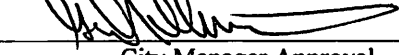
BROOKINGS URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: May 29, 2018

Originating Dept: Finance & HR



Signature (submitted by)


City Manager Approval

Subject:

Hold Public Hearing and Approval of Appropriations for FY 2018-19 Budget.

Recommended Motion:

Adopt Resolution 18-R-1137, adopting the Brookings' Urban Renewal Agency's budget, declaring tax increment funding as provided under Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457, and making appropriations for the 2018-19 fiscal year.

Financial Impact:

The fiscal year 2018-19 approved and proposed adopted budget of the Brookings Urban Renewal Agency is in the amount of \$2,078,950.

Background /Discussion:

Oregon local budget law requires the Agency's governing body to enact a resolution adopting the budget for the next fiscal year, prior to June 30th. Before the Urban Renewal Agency can implement the 2018-19 budget and receive tax money necessary for operations, these resolutions must be adopted by the Board of Directors.

No changes are proposed by staff from the Budget Committees' approved budget.

Attachment:

Resolution 18-R-1137 Adopt Budget

URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS

RESOLUTION 18-R-1137

A RESOLUTION ADOPTING THE BUDGET FOR THE URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS, DECLARING TAX INCREMENT FUNDING AS PROVIDED UNDER SECTION 1C, Article IX OF THE OREGON CONSTITUTION AND ORS CHAPTER 457, AND MAKING APPROPRIATIONS FOR THE 2018-19 FISCAL YEAR.

BE IT RESOLVED that the Board of Directors of the Urban Renewal Agency of the City of Brookings hereby adopts the budget for 2018-19 in the sum of \$2,078,950 now on file in the Office of the City Finance and Human Resources Department.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2018, and for the

GENERAL FUND		
Urban Renewal Program	877,472	
Special Appropriations:		
Transfers	450,739	
TOTAL GENERAL FUND APPROPRIATIONS		\$1,328,211
DEBT SERVICE FUND		
Special Appropriations:		
Debt Service	450,739	
TOTAL DEBT SERVICE FUND APPROPRIATIONS		450,739
TOTAL RESERVE AMOUNTS		300,000
TOTAL ADOPTED BUDGET		<u><u>\$2,078,950</u></u>

BE IT FURTHER RESOLVED that the Board of Directors of the Brookings Urban Renewal Agency hereby resolves to certify to the county assessor a request for the Downtown Plan Area for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

ADOPTED by Urban Renewal Agency for the City of Brookings this 29th day of May, 2018.

Chair Jake Pieper

ATTEST by:

Teri Davis, City Recorder