

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, September 24, 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's Manager's office, under the authority of ORS 192.660(2)(f) "To consider information or records that are exempt by law from public inspection."

### **CITY COUNCIL**

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Ordinances**

1. Ordinance 18-O-773, amending Chapter 8.15, Nuisances, of Brookings Municipal Code [City Recorder, Pg. 3]
  - a. November 6, 2017 Council Workshop Report [Pg. 4]
  - b. City Attorney Memo [Pg. 5]
  - c. Ordinance 18-O-773 and Exhibit A [Pg. 7]
2. Ordinance 18-O-774, adding Chapter 9.10.135, Compulsory School Attendance, of Brookings Municipal Code [City Recorder, Pg. 15]
  - a. Ordinance 18-O-774 and Exhibit A [Pg. 16]

#### **E. Oral Requests and Communications from the audience**

(Public Comments on non-agenda items – 5 minute limit per person.\* )

#### **F. Consent Calendar**

1. Approve Council minutes for September 10, 2018 [Pg. 19]
2. Accept TPAC minutes for August 9, 2018 [Pg. 22]
3. Receive monthly financial report for August 2018 [Pg. 24]
4. Azalea Fest Event Evaluation [Pg. 30]
5. Reschedule November 12, 2018 Regular Council Meeting to November 13, 2018
6. Cancel November 26, 2018 Regular Council Meeting
7. Cancel December 24, 2018 Regular Council Meeting

#### **G. Staff Reports**

1. Intergovernmental Agreement with Brookings-Harbor School District to provide attendance court services [City Manager, Pg. 32]
  - a. Intergovernmental Agreement with Brookings-Harbor School District [Pg. 33]

2. Agreement with Gary Milliman for Pro Tem judge services [City Manager, Pg. 36]
  - a. Agreement with Gary Milliman for Judge Pro Tem [Pg. 37]
  - b. Memo from Gary Milliman [Pg. 39]
3. Chetco Point Trail Bridge Rebuild [PWDS, Pg. 41]
  - a. Project description [Pg. 42]
  - b. Bid – New Creation Builders [Pg. 50]
4. Coastal Christmas Funding Request [City Recorder, Pg. 51]
  - a. Funding Request [Pg. 52]

## **H. Remarks from Mayor and Councilors**

### **I. Adjournment**

\*Obtain Public Comment Forms and view the agenda and packet information on-line at [www.brookings.or.us](http://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 72 hours advance notification. Please contact 469-1137 if you have any questions regarding this notice.

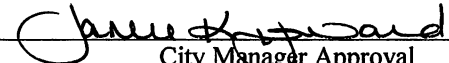
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

  
Signature (submitted by)

Originating Dept: City Recorder

  
City Manager Approval

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Subject: Brookings Municipal Code, Chapter 8.15 Amendments, Nuisances

Recommended Motion:

Motion to adopt Ordinance 18-O-773, amending Chapter 8.15, Nuisances, of the Brookings Municipal Code.

Financial Impact:

None

Background/Discussion:

At the November 6, 2017 Council Workshop, Council requested Staff to bring forward for Council action an Ordinance addressing Chronic Nuisance Properties. The attached Council Workshop Report explains the impetus leading to this action.

The City Attorney has researched the matter and has provided language to amend BMC Chapter 8.15, Nuisances, to now include prohibition against Chronic Nuisance Properties. The City Attorney's memo providing background, analysis and highlights of the proposed Ordinance is attached.

Attachment(s):

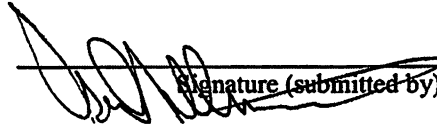
- a. November 6, 2017 Council Workshop Report
- b. City Attorney memo
- c. Ordinance 18-O-773 and Exhibit A

# CITY OF BROOKINGS

## Council WORKSHOP Report

Meeting Date: November 6, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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**Subject:** Chronic Disorderly Property as a Public Nuisance

**Background/Discussion:**

Several cities in Oregon have struggled with the issue of the use of private property in such a manner that it becomes a public nuisance, creating safety concerns in a neighborhood and/or requiring an extraordinarily high demand on public safety services.

Cities have attempted to address this issue by defining “chronic disorderly property” as a public nuisance. City staff has worked with the City Attorney to prepare amendments to the Public Nuisance provisions found in BMC Chapter 8.15 to include “chronic disorderly property.” Under this proposal, a property that has generated three or more complaints/reports of disorderly conduct would be subject to the nuisance abatement provisions, which would include citations into Municipal Court, possible fines, and cost recovery for nuisance abatement.

This matter has been raised by the comparatively high level of calls for police service at the Chetco Inn, 417 Fern Avenue. There have been 81 police calls generated by this location over a period of six months including reports of theft, restraining order violations, threats, loud noise, harassment, narcotics trafficking, fights, disorderly conduct, child neglect, assault and 13 smoke alarms primarily due to residents smoking inside the building in violation of premises rules. Neighbors are concerned that the activities at the property are having unfavorable impacts on their personal safety and the value of their property.

Similar conditions have existed at other properties over the years and the City has been unable to effectively deal with these instances until the property ownership changes or the causing parties move out.

**Attachment(s):**

- a. Draft revisions to Chapter 8.15

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## MEMORANDUM

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TO: Mayor Pieper and Members of the Council  
Janell Howard, City Manager

FR: Martha D. Rice, City Attorney *MR*

DT: August 23, 2018

RE: Chronic Disorderly Property Ordinance

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### A. Background

Following two workshops, City Council and staff expressed interest and provided direction to move forward with bringing an ordinance to the Council for consideration that would provide an enforcement mechanism for properties that are deemed to be a nuisance due to the irregular volume of calls for service (police, fire, EMS) based upon unlawful activities occurring on the property. Such ordinances are known as chronic nuisance property or chronic disorderly property ordinances. The premise behind such ordinances is that while it may not be the property owner committing the crimes or causing the disturbances, the property owner is ultimately in control of the property and this type of ordinance forces the property owner to become part of the conversation and action plan to bring the property back into compliance by reducing the amount of illegal activity and calls for service to the property.

### B. Analysis

As part of my review of the draft ordinance that staff created, I consulted similar ordinances adopted by the cities of Tigard, Springfield, Bend, Tualatin, Gresham, Gladstone, Central Point, Ashland and others. I also reached out to a handful of city attorneys in those communities and received some good feedback. For example, the cities of Tigard and Gresham require property owners to come up with a plan of action for abating the nuisance activity, rather than making it an option. Those cities have found success with this approach. I have incorporated this requirement into the proposed ordinance for the City of Brookings. When asked what types of activities or properties were typically cited under this type of ordinance, the answer was "drug houses" and strip clubs/ bars. These ordinances are most often used in conjunction with other enforcement mechanisms such as criminal arrest, OLCC license revocation, etc.

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### C. Highlights of Proposed Ordinance

The proposed ordinance before the Council provides that upon the occurrence of two of the enumerated prohibited activities within a 60-day period, the Chief of Police shall notify the owner or person in charge of the property that the property is in danger of becoming a chronic disorderly property. And upon a third occurrence, the Chief of Police may declare the property to be a chronic disorderly property. Upon such determination, the Chief shall notify the person in charge of the property and the owner of the property of such determination and the requirement that the person in charge of the property submit an abatement plan within 14 days. The abatement plan should include the actions that the person in charge will take to improve the conditions at the property. Such actions may include increased security measures, changes in business hours, evicting tenants that are committing the offenses complained of, etc. If the owner or person in charge of the property is unwilling to cooperate or if the plan is not successful in abating the activities, then the Chief of Police may refer the matter to the City Attorney to pursue prosecution and subsequent closure of the property in municipal court. The court may order the property closed for 30 to 180 days. Violations of the requirements of the ordinance carry a penalty of up to \$500 per violation.

**IN AND FOR THE CITY OF BROOKINGS**

**STATE OF OREGON**

**ORDINANCE 18-0-773**

**IN THE MATTER OF ORDINANCE 18-O-773, AN ORDINANCE AMENDING CHAPTER 8.15,  
NUISANCES, OF BROOKINGS MUNICIPAL CODE.**

Sections:

- Section 1. Ordinance Identified.
- Section 2. Amend Chapter 8.15, Nuisances.

**The City of Brookings ordains as follows:**

Section 1. Ordinance Identified. This ordinance amends Chapter 8.15, Nuisances, of Brookings, Municipal Code.

Section 2. Amend Chapter 8.15. Chapter 8.15, Nuisances, is hereby amended to read as presented in Exhibit A attached hereto with additions designated in bold and underlined and deletions being bold and struck out.

First Reading: \_\_\_\_\_ Passage: \_\_\_\_\_

Second Reading: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Signed by me in authentication of its passage this \_\_\_\_\_, day of \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Mayor Jake Pieper

\_\_\_\_\_  
City Recorder Teri Davis

**Exhibit A**  
**Chronic Disorderly Property Ordinance**

**Changes to BMC:**

[Additions are **bold and underlined**, Deletions are ~~**bold and underlined**~~ and ~~bold and strikeout~~]

**AMEND 8.15.010:**

8.15.010 Definitions.

**A. "Chronic disorderly property" means:**

**(1) Any real property on which three or more prohibited activities have occurred during any 60-day period; .or**

**(2) Any real property within 200 feet of which any person associated with the property has engaged in three or more prohibited activities during any 60-day period; or**

**(3) Any combination of (1) and (2) totaling three occurrences during any 60-day period.**

**AB.** "Code enforcement officer" means any city employee authorized by the city manager to enforce the provisions of this chapter, including but not limited to building inspectors, police officers, public works inspectors and fire department employees.

**BC.** "Construction" includes, but is not limited to, constructing any of the following: a building, an addition to a building, landscaping, sidewalks, or driveways, irrespective of size.

**CD.** "Contaminant" means any substance or material such as, but not limited to, oil, gasoline, antifreeze, animal waste, lawn and yard fertilizers, defoliants, paint, or chemicals intended for insect control, that could cause harm, or otherwise have an adverse effect on the city's storm drain system.

**E. "Controlled substance" has the same definition as is contained in ORS 475.005.**

**DE.** "Debris" means any foreign material such as, but not limited to, trackout, sediment from erosion, landscaping supplies, lawn clippings, leaves, brush, tree trimmings, household trash, litter, and concrete.

**EG.** "Landscaping" means the process of arranging soil, trees, shrubs, grass, irrigation systems, or other commonly used landscaping materials on a piece of property. For this chapter, landscaping does not include routine lawn or yard maintenance such as grass mowing.

**F. Repealed by Ord. 14-O-736.**

**GH.** "Person" means a natural person, firm, partnership, association or corporation.

**HI.** "Person in charge of property" means an agent, occupant, lessee, contract purchaser, tenant or other person having possession or control of property.

**IJ.** "Person responsible for abatement" means the person responsible for abating a nuisance and liable for any penalties imposed hereunder and shall include, jointly and severally, the following:



1. The owner;
2. The person in charge of property;
3. The person who caused to come into or continue in existence a nuisance as defined in this chapter.

~~K. Public Nuisance. It is expressly found and determined by the city of Brookings that the conditions and objects specifically enumerated within this chapter do, in one or more particulars, promote blight, deterioration, unsightliness, plundering, fire hazards, flood hazards, hazards to the health and safety of minors, disruption of the public peace, harborage for rodents, insects and vermin, and circumstances generally injurious or detrimental to the health, safety and general welfare of the inhabitants and occupants of the city of Brookings.~~

**K. "Prohibited activity" means any of the following:**

- (1) Harassment as defined in ORS 166.065(l)(a);
- (2) Intimidation as provided in ORS 166.155 through 166.165;
- (3) Disorderly conduct as provided in ORS 166.025;
- (4) Assault or menacing as provided in ORS 163.160, ORS 163.165, ORS 163.175, ORS 163.185, or ORS 163.190;
- (5) Sexual abuse, contributing the delinquency of a minor, or sexual misconduct as provided in ORS 163.415, ORS 163.425, ORS 163.427, ORS 163.435, or ORS 163.445;
- (6) Public indecency as provided in ORS 163.465;
- (7) Prostitution or related offenses as provided in ORS 167.007, ORS 167.012, and ORS 167.017;
- (8) Alcoholic liquor violations as provided in ORS 471.105 through 471.482;
- (9) Offensive littering as provided in ORS 164.805;
- (10) Criminal trespass as provided in ORS 164.243, 164.255, 164.265;
- (11) Theft as provided in ORS 164.015 through 164.140;
- (12) Possession, manufacture, or delivery of a controlled substance or related offenses as provided in ORS 167.203, ORS 475.005 through 475.285, or 475.940 through 475.980;
- (13) Illegal gambling as provided in ORS 167.117, ORS 167.122, ORS 167.127;
- (14) Criminal mischief as provided in ORS 164.345 through 164.365;
- (15) Property which, in addition to or in combination with the prescribed number and duration of prohibited activities, upon request for execution of a search warrant, has been the subject of a determination by a court that probable cause that possession, manufacture, or delivery of a controlled substance or related offenses as defined in ORS 167.203, 475.285 or 475.940 to 475.980 have occurred;

(16) Violation of BMC 8.15.020 (D), dog fighting;

(17) Violation of BMC 9.10.040, discharge of firearms;

(18) Frequenting a place where controlled substances are used as provided in ORS 167.222; or

(19) Violation of BMC 8.15.080, noise prevention.

JL. “Public place” means a building, way, place or accommodation, whether publicly or privately owned, open and available to the general public.

~~**K. Public Nuisance. It is expressly found and determined by the city of Brookings that the conditions and objects specifically enumerated within this chapter do, in one or more particulars, promote blight, deterioration, unsightliness, plundering, fire hazards, flood hazards, hazards to the health and safety of minors, disruption of the public peace, harborage for rodents, insects and vermin, and circumstances generally injurious or detrimental to the health, safety and general welfare of the inhabitants and occupants of the city of Brookings.**~~

LM. “Recreational vehicle” or “travel trailer” means a self-propelled or towable mobile unit used for temporary dwelling purposes by travelers.

MN. “Recreational vehicle park” means a commercially developed lot upon which two or more recreational vehicles occupied for living or sleeping purposes are located, regardless of whether a fee is paid for such service or accommodations.

NO. “Responsible party” or “person responsible” means an owner, occupant or other person entitled to possession.

OP. “Storm drainage system” means the system of pipes, manholes, curbs, gutters, curb inlets, catch basins, canals, ditches, detention basins, ponds and streams intended to convey storm water runoff.

PQ. “Trackout” means the tracking of mud, soil, debris, or contaminant onto any street, alley, sidewalk, or public way. [Ord. 16-O-761 § 2; Ord. 14-O-736 § 2; Ord. 13-O-713 § 3; Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 93-O-406.A § 2; Ord. 86-O-406 § 1.]

## **ADD 8.15.015:**

### **8.15.015 Policy**

**It is expressly found and determined by the city of Brookings that the conditions and objects specifically enumerated within this chapter do, in one or more particulars, constitute a public nuisance by promoting blight, deterioration, unsightliness, plundering, fire hazards, flood hazards, hazards to the health and safety of minors, disruption of the public peace, harborage for rodents, insects and vermin, and other circumstances generally injurious or detrimental to the health, safety and general welfare of the inhabitants and occupants of the city of Brookings.**

## **ADD 8.15.083:**

### **8.15.083 Chronic Disorderly Property.**

**A. When the chief of police receives two or more police reports documenting the occurrence of prohibited activity on or within 200 feet of a property in a residential neighborhood within the city, the chief of police will independently review the reports to determine whether they describe prohibited activities enumerated in BMC 8.15.010. Upon such a finding, the chief of police may take the following actions:**

**(1) Notify the person in charge of property, in writing, that the property is in danger of becoming a chronic disorderly property. The notice must contain the following information:**

**(a) The street address or legal description sufficient for identification of the property.**

**(b) A statement that the chief of police has information that the property may be a chronic disorderly property, with a concise description of the prohibited activities that may exist, or that have occurred.**

**(c) Demand that the person in charge of property respond to the chief of police within 10 days to discuss the prohibited activities.**

**B. After notification of the occurrence of prohibited activities to the person in charge of property, when the chief of police receives a police report documenting the occurrence of a third prohibited activity at or within 200 feet of a property within a 60-day period and determines that the property has become a chronic disorderly property, the chief of police must:**

**(1) Notify the person in charge of property in writing that the property is a chronic disorderly property. The notice must contain the following information:**

**(a) The street address or legal description sufficient for identification of the property.**

**(b) A statement that the chief of police has determined the property to be a chronic disorderly property with a concise description of the prohibited activities leading to the finding.**

**(c) Demand that the person in charge of property respond within 14 days to the chief of police and propose a course of action ("abatement plan") to abate the prohibited activities giving rise to the violation. The abatement plan may include actions such as measures to increase security, evict problem tenants, or change business practices, such as operating hours. The abatement plan must also include a timeline for implementation.**

**(d) Service must be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the person in charge of property at the address**

of the property determined to be a chronic disorderly property, or any other place which is likely to give the person in charge of property notice of the determination.

(e) A copy of the notice must also be served on the owner at the address shown on the tax rolls of the county in which the property is located, the occupant, at the address of the property, if these persons are different from the person in charge of property, and must be made either personally or by first class mail, postage prepaid.

(f) A copy of the notice must also be posted at the property.

(g) The failure of any person to receive notice that the property may be a chronic disorderly property, if notice was given in accordance with subparagraphs (d), (e) and (f), will not invalidate or otherwise affect the proceedings under section 8.15.083.

(2) Chronic disorderly property, as defined by BMC 8.15.010, is entitled only to the notification requirements of subsection (B) of this section.

(3) The chief of police will review and approve or deny the abatement plan within 10 days of its receipt. If the abatement plan is approved, the person in charge of property must proceed in accordance with the plan. If the abatement plan does not result in the abatement of the prohibited activity(s) or if no plan for abatement is approved within the time allowed, then the chief of police may refer the matter to the city attorney to commence a legal proceeding to abate the nuisance caused by the chronic disorderly property.

(4) Concurrent with the notification procedures set forth in subsections (A) and (B), the chief of police will send copies of the notice, as well as any other documentation which supports legal proceedings against the property, to the city attorney.

(C) When a person in charge of the property makes a response to the chief of police as required by subsection (B)(1)(c) above, any conduct or statements made in connection with the furnishing of that response do not constitute an admission that any prohibited activities have occurred or are occurring. This subsection does not require the exclusion of any evidence that is otherwise admissible or offered for any other purpose.

## **ADD 8.15.084:**

### **8.15.084 Chronic Disorderly Property – Enforcement.**

#### **A. Commencement of Action.**

(1) In an action seeking the closure of a chronic disorderly property, the city will have the initial burden of proof to show by a preponderance of the evidence that the property is a chronic disorderly property.

(2) It is a defense to an action for chronic disorderly property that neither the owner nor the person in charge of property at all material times could not, in the exercise of reasonable care or diligence, determine that the property had become chronic disorderly property, or could

not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination that the property is chronic disorderly property.

(3) In establishing the amount of any civil penalty requested, the court may consider the following factors:

(a) The actions taken by the owner, or other person in charge of property, to mitigate or correct the problem at the property;

(b) Whether the problem at the property was repeated or continuous;

(c) The magnitude or gravity of the problem;

(d) The cooperativeness of the owner, or other person in charge of property, with the city;

(e) The cost to the city of investigating and handling the problem;

(f) Any other factor the court deems relevant.

#### B. Closure During Pendency of Action.

If it is determined that the property is an immediate threat to the public health, safety and welfare, the city may apply to the court for interim relief deemed by the city to be appropriate, including the temporary closure of the property.

#### C. Enforcement of Closure Order; Civil Penalties.

(1) If the court determines property to be chronic disorderly property, the court may order that the property be closed and secured against all use and occupancy for a period of not less than 30, but not more than 180, days. The court may employ any other remedy(s) it deems appropriate to abate the prohibited activity(s) in addition to or instead of closure of the property. The court may authorize the city to physically close the property against use or occupancy if the owner fails to do so within the time specified in the court's order. The court will retain jurisdiction during any period of closure.

(2) In addition to the remedies provided in subsection (1) above, the court may impose upon the owner of the property / person in charge of property a civil penalty in the amount of up to \$500 per day, payable to the city, for each day the owner / person in charge of property had actual knowledge that the property was a chronic disorderly property and permitted the property to remain a chronic disorderly property. The owner / person in charge of property is considered to have actual knowledge if notice was provided to the owner / person in charge of property in accordance with Section 8.15.083. The penalties must be set forth as part of the court's judgment.

(3) If the city is authorized to secure the property, all costs reasonably incurred by the city to effect the closure will be awarded to the city as part of the judgment.

(a) "Costs" means those costs actually incurred by the city for the physical securing of the structures on the property and any attorneys' fees awarded by the court.

(b) The city manager may prepare a statement of costs and submit it to the court for its review as prescribed by Oregon Rule of Civil Procedure 68.

(4) Any monetary judgment imposed pursuant to this chapter will bear interest at the statutory rate.

(5) A lien will be created against the property for the amount of the city's monetary judgment and will be entered in the city's lien docket.

(6) Unless otherwise specifically ordered by the court, all persons who are assessed a civil penalty by the court will be jointly, severally and personally liable for payment to the city.

#### D. Relief from Closure Order.

(1) An owner of property determined to be a chronic disorderly property may obtain relief from the court's order if:

(a) The owner of the property appears and pays all costs associated with proceedings under this ordinance;

(b) The owner of the property files a bond in such a place and form as the court may by order direct in an amount not less than the tax-assessed value of the property, and maintains said bond in force for a period of not less than one year or for such period as the court directs; and

(c) The owner enters into a stipulation with the city that he or she will immediately abate the conditions giving rise to the chronic disorderly property and prevent the same from being established or maintained for a period of one year thereafter. The stipulation will then be made part of the court's order.

(2) If the owner violates the terms of the stipulation, the city may apply to the court for an order awarding up to the entire amount of the bond to the city as a penalty and such other relief, including closure for an additional period of up to one year.

#### E. Attorneys' Fees

In an action seeking closure of the property under this ordinance, the court may, in its discretion, award attorneys' fees to the prevailing party.

#### F. Cumulative Remedies

The rights and penalties provided in this chapter are cumulative and not exclusive, and are in addition to any other rights, remedies and penalties available to the city under other provision of law. The city's actions in pursuit of remedies under this chapter is not to be construed as an election of remedies and such other remedies as may be available by law may also be pursued.


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

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### Subject:

Adoption of Truancy Court Ordinance

### Recommended Motion:

Adopt Ordinance 18-O-774, adding Compulsory School Attendance to the Brookings Municipal Code.

### Financial Impact:

Estimated zero net cost. Estimated annual expense of \$1,500. Estimated annual revenue of \$1,500.

### Background/Discussion:

Pro-tem Judge Gary Milliman, Public Safety Director Kelby McCrae, and I have been in meetings with the Brookings-Harbor School District, and the Curry County Juvenile Department about the possibility of having a "truancy court" in Brookings, through municipal court.

The City Council discussed this at the September 10, 2018 City Council meeting. Mark Hebert, Brookings Harbor High School Assistant Principal, attended the council meeting and gave a brief overview of the program.

This was also discussed at a City Council Workshop on September 17, 2018. Mr. Hebert attended this meeting, as well. He gave the City Council statistics on current attendance trends, and discussed what the School District would do to track student attendance and procedures they are using to help the school implement its current School Board JEA-AR policy.

By including compulsory school attendance in the Brookings Municipal Code, the School District will be able to cite individuals into Brookings Municipal Court rather than citing into Circuit Court in Gold Beach. Judge Gary Milliman has volunteered to serve as judge on this Truancy Court. This court will be held separately than current Municipal Court.

### Attachment:

a. Ordinance 18-O-774 with Exhibit A

**IN AND FOR THE CITY OF BROOKINGS**

**STATE OF OREGON**

**ORDINANCE 18-O-774**

**IN THE MATTER OF ORDINANCE 18-O-774, AN ORDINANCE ADDING CHAPTER 9.10.135 COMPULSORY SCHOOL ATTENDANCE, OF THE BROOKINGS MUNICIPAL CODE.**

Sections:

- Section 1. Ordinance identified.
- Section 2. Add Chapter 9.10.135, Compulsory School Attendance

WHEREAS, in an effort to reduce student absenteeism, the Brookings Harbor School District has requested the City of Brookings provide for a “truancy court” as a part of the Brookings Municipal Court.

NOW THEREFORE, the City of Brookings ordains as follows:

Section 1. Ordinance Identified. This ordinance adds Chapter 9.10.135, Compulsory School Attendance, of the Brookings Municipal Code.

Section 2. Add Chapter 9.10.135 : Chapter 9.10.135, Compulsory School Attendance is added to read as presented in Exhibit A attached hereto.

|                 |       |                 |       |
|-----------------|-------|-----------------|-------|
| First Reading:  | _____ | Passage:        | _____ |
| Second Reading: | _____ | Effective Date: | _____ |

Signed by me in authentication of its passage this \_\_\_\_\_, day of \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Mayor Jake Pieper

\_\_\_\_\_  
City Recorder Teri Davis



## **Exhibit A**

### **Compulsory School Attendance Ordinance**

#### **Changes to BMC:**

#### **Add Chapter 9.10.135:**

#### **9.10.135 Compulsory School Attendance.**

- A. School Attendance Required. Except as provided in Section D, all children between the ages of 7 and 18 years who have not completed the 12<sup>th</sup> grade are required to attend regularly a public full-time school.
- B. Duty to Send Children to School. Except as provided in Section D, every person having control of any child between the ages of 7 and 18 years who has not completed the 12<sup>th</sup> grade and is either enrolled or eligible to be enrolled in a school located within the city limits of Brookings is required to send such child to and maintain such child in regular attendance at a public full-time school during the entire school term.
- C. Penalties. Any person found by the Municipal Court Judge to have violated Chapter 9.10.135 (A) or (B) shall pay a fine for a Class C violation in accordance with Oregon Revised Statutes Sections 153.018 and 153.019 in amounts that may be revised from time-to-time. The Municipal Court Judge may impose a Civil Penalty or a Court Fee in an amount established by Court Rule in lieu of a fine.
- D. Affirmative Defenses. It shall be an affirmative defense to the charge of violation of Chapter 9.10.135 if any of the following situations apply:
  - 1. The child alleged to be not attending school is being taught in a private or parochial school in the courses of study usually taught in grades 1 through 12 in the public schools and in attendance for a period equivalent to that required of children attending public schools in the applicable school year; or
  - 2. The child alleged to be not attending school is able to prove to the satisfaction of the district school board that he or she has acquired equivalent knowledge to that acquired in the courses of study taught in grades 1 through 12 in the public schools and is able to produce proof thereof; or
  - 3. The child alleged to be not attending school has received a valid high school diploma; or
  - 4. The child alleged to be not attending school is being taught for a period equivalent to that required of children attending public schools by a private teacher the courses of study usually taught in grades 1 through 12 in the public school; or
  - 5. The child alleged to be not attending school is being educated in the child's home by a parent or legal guardian as provided by law; or
  - 6. The child alleged to be not attending school is otherwise excluded from attendance in school as provided by law; or
  - 7. The State Board of Education has, by rule, established an exemption from compulsory attendance which has been granted to the parent or legal guardian of the child alleged to not be attending school due to lawful full-time employment, lawful part-time employment, and

concurrent enrollment in school, a community college, or an alternative education program as defined in ORS 336.615; or

8. The State Board of Education or an Oregon Circuit Court has granted an exemption to any child who is an emancipated minor or who has initiated the procedure for emancipation under ORS 419B.550 to 419B.558

E. Procedure.

1. In addition to any other persons permitted to enforce violations, the school district superintendent or education service district superintendent, or any employee specifically designated by either superintendent, may issue citations for violations established under ORS 339.990.
2. Prior to issuing the citation described in subsection (c) of this section to the parent or guardian of a student not regularly attending full-time school:
  - (a) A parent or guardian of the student and the student shall be provided with written notification that:
    - (i) States that the student is required to attend regularly a full-time school;
    - (ii) Explains that the failure to send the student and maintain the student in regular attendance is a violation
    - (iii) States that law enforcement or the superintendent may issue a citation;
    - (iv) Requires the parent or guardian of the student and the student to attend a conference with a designated official; and
    - (v) Is written in the native language of the parent or legal guardian of the student.
  - (b) The conference described in paragraph (a)(iv) of this subsection shall be scheduled.
  - (c) The form of citation to be used by superintendent in citing violations of this ordinance shall be established by the State Board of Education by rule. Notwithstanding any other provision of law, each of the parts of the citation issued by superintendents shall contain the information required by the state board.

- F. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provision or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends the invalid portions should be severed and the balance of the ordinance be enforced.

# **City of Brookings**

## **CITY COUNCIL MEETING MINUTES**

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

**Monday, September 10, 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, Ron Hedenskog, and Dennis Triglia present; Council Brent Hodges absent; a quorum present.

Staff present: City Manager Janell Howard, Public Works & Development Director Tony Baron, Deputy Public Works Director Jay Trost, and Acting City Recorder Rita Ritz.

Media Present: Jane Stebbins of Curry Pilot present

Others Present: Approximately twenty-eight audience members.

### **Council Request for Action Item**

Council discussed need to reevaluate the decision on Coastal Christmas funding request and requested the issue be revisited at the next Council meeting.

### **Modification to Agenda**

**Councilor Hedenskog moved, Councilor Hamilton seconded and Council voted unanimously to add Item H2, Truancy Court to the agenda.**

### **Ceremonies**

*National Emblem Club Week Proclamation*

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to authorize the Mayor to proclaim the week of September 9, as “National Emblem Club Week”.**

- Mayor Pieper read the proclamation and presented it to the Emblem Club.
- The Emblem Club addressed Council with gratitude and thanks for the proclamation.

### **Resolution**

*Claire Pieper State Fair Champion*

- Mayor Pieper read the resolution and presented it to Claire Pieper.

**Councilor Hedenskog moved, Councilor Triglia seconded and Council voted unanimously to adopt Resolution 18-R-1147, commending Claire Pieper as 2018 Oregon State Fair Champion.**

Councilors congratulated her on her accomplishments and how she brings great pride to the City of Brookings.

### **Oral Requests and Communications from the audience**

1. Dave Carlson of 1223 Barclay Lane passed on addressing the Council.
2. Jean Soderman of 1724 Arch Lane addressed the Council about the group known as "Indivisible 97415".

### **Consent Calendar**

1. Approve Council minutes for August 27, 2018
2. Approve Salt Porch Liquor License
3. Approve Blue Moose Liquor License

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

### **Staff Reports**

*Cal-OR Life Flight Emergency Landing at Salmon Run*

Deputy PWDS Director Trost presented the staff report.

**Councilor Triglia moved, Councilor Hedenskog seconded and Council voted unanimously to authorize the City Manager to execute agreement with Cal- OR Life Flight for the purpose of using Salmon Run as an alternative landing on an emergency basis.**

*Truancy Court*

City Manager Janell Howard presented the staff report.

**Council took no action.**

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

Mayor Pieper commented on the need for volunteers on Planning Commission.

Councilor Triglia invited everyone to the First Annual Monarch Butterfly festival on September 15.

Councilor Hedenskog acknowledged how nice Railroad Street is and encouraged the City to evaluate the funds spent over the last 15 years on Railroad.

Councilor Hamilton recognized the Elks lodge, Lion Clubs and Azalea Park Parents Association Turkey Trot for all the help they provide to our community during the holiday season and encourages more people to volunteer.

Mayor Pieper reiterated the need to reconsider the Coastal Christmas funding request at the next Council meeting and commented on how City staff and Council are flexible to add both liquor licenses after the agenda was released.

**Adjournment**

Councilor Hedenskog moved, Councilor Triglia seconded, and Mayor Pieper adjourned the meeting at 7:50 p.m.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2018:

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Jake Pieper, Mayor

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Teri Davis, City Recorder

**TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES**  
**Thursday – August 9, 2018**

**CALL TO ORDER**

Meeting called to order at 4:01 PM

**1. ROLL CALL**

*Present:* Committee members Candice Michel, Sonya Billington, Bob Pieper, and Skip Watwood. Barbara Ciaramella arrived at 4:03.

Also present: Staff Committee Liaison Teri Davis

**2. APPROVAL OF MINUTES –**

**Motion made by Candice Michel to approve the minutes of July 12, 2018, motion seconded by Sonya Billington and Committee voted; the motion carried unanimously.**

**3. Public Comment** – no one requested to speak to the Committee regarding non-agenda items.

**4. ACTION ITEMS**

- a. Spectrum Digital Campaign for Salmon Run** – Brian Marchant presented (\$1,000 TV advertising)
- Committee discussed the timeframe of the campaign
  - Candice Michel suggested it be revisited in the spring

**Motion made by Candice Michel to table the item until 2019, motion seconded by Barbara Ciaramella and Committee voted; the motion carried unanimously.**

- b. Coastal Christmas Decorations** – Kathy Breshears presented. (\$2,000 request)
- Candice Michel pointed out this is a continuing event; it's not in TPAC's mission; it belongs in the City budget
  - Barbara Ciaramella noted the decorations in town need to keep pace with the growth of the light show at Nature's Coastal Holiday.
  - Committee discussed specific costs of the event and TPAC's expected budgetary needs.

**Motion made by Barbara Ciaramella to allot \$2,000 in TOT funds to Coastal Christmas Elves, motion seconded by Bob Pieper and Committee voted; the motion carried unanimously.**

- c. GO! App and Advertising** – Cheri Griffith presented
- \$5000 advertising sponsorship proposal on the new redesigned app, includes full page ad in two editions of the magazine
  - The Committee discussed user-ship of the app, how the sponsorship works, and TPAC budgetary limitations.

**The Committee took no action.**

**5. INFORMATIONAL ITEMS**

- a. Rock the Chetco Event Evaluation** – Mike Frederick presented
- b. Recent Council Actions** – Teri Davis presented
- c. Budget Status & Internet Hit Info** – Committee reviewed the budget status and reworked the sub-funds from which the Salmon Run Occasion Hall would be allocated due to Bike Grant monies no longer being needed; \$3630 from capital; \$4075 from advertising; \$2295 from events.
- Committee discussed the internet hits for the month


**7. COMMITTEE COMMENTS ON NON-AGENDA ITEMS**

- a. Barbara Ciaramella asked to include Committee Comments section on the agendas going forward
- b. Barbara Ciaramella suggested a question of the month for her to ask visitors at her Visitors' Center – "How did you hear about our area?" for August
- c. Bob Pieper requested a monthly report from Barbara about where tourists are coming from.

**8. SCHEDULE NEXT MEETING** – Next meeting scheduled for September 13, 2018.

**9. ADJOURNMENT** – with no further business before the Committee, meeting adjourned at 4:58 pm.

Respectfully submitted,

  
Skip Watwood, Chair  
(approved at September 13, 2018 meeting)

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

|                             | BUDGET              | PERIOD ACTUAL       | YTD ACTUAL        | REMAINING<br>BUDGET | PCNT        |
|-----------------------------|---------------------|---------------------|-------------------|---------------------|-------------|
| <u>REVENUE</u>              |                     |                     |                   |                     |             |
| TAXES                       | 3,104,993.00        | 348,876.43          | 133,802.43        | 2,971,190.57        | 4.3         |
| LICENSES AND PERMITS        | 117,000.00          | 50,862.54           | 21,000.60         | 95,999.40           | 18.0        |
| INTERGOVERNMENTAL           | 258,000.00          | 133,375.71          | 40,362.61         | 217,637.39          | 15.6        |
| CHARGES FOR SERVICES        | 172,000.00          | 55,693.90           | 30,461.03         | 141,538.97          | 17.7        |
| OTHER REVENUE               | 223,383.00          | 118,633.63          | 24,401.92         | 198,981.08          | 10.9        |
| TRANSFERS IN                | 705,572.00          | 488,587.00          | .00               | 705,572.00          | .0          |
|                             | <u>4,580,948.00</u> | <u>1,196,029.21</u> | <u>250,028.59</u> | <u>4,330,919.41</u> | <u>5.5</u>  |
| <u>EXPENDITURES</u>         |                     |                     |                   |                     |             |
| JUDICIAL:                   |                     |                     |                   |                     |             |
| PERSONAL SERVICES           | 27,896.00           | 6,641.23            | 4,479.55          | 23,416.45           | 16.1        |
| MATERIAL AND SERVICES       | 10,850.00           | 1,910.82            | 1,471.99          | 9,378.01            | 13.6        |
| CAPITAL OUTLAY              | .00                 | .00                 | .00               | .00                 | .0          |
|                             | <u>38,746.00</u>    | <u>8,552.05</u>     | <u>5,951.54</u>   | <u>32,794.46</u>    | <u>15.4</u> |
| LEGISLATIVE/ADMINISTRATION: |                     |                     |                   |                     |             |
| PERSONAL SERVICES           | 253,613.00          | 63,541.45           | 48,722.59         | 204,890.41          | 19.2        |
| MATERIAL AND SERVICES       | 114,500.00          | 31,832.42           | 19,743.04         | 94,756.96           | 17.2        |
| CAPITAL OUTLAY              | .00                 | .00                 | .00               | .00                 | .0          |
|                             | <u>368,113.00</u>   | <u>95,373.87</u>    | <u>68,465.63</u>  | <u>299,647.37</u>   | <u>18.6</u> |
| POLICE:                     |                     |                     |                   |                     |             |
| PERSONAL SERVICES           | 2,219,583.00        | 566,398.08          | 382,999.88        | 1,836,583.12        | 17.3        |
| MATERIAL AND SERVICES       | 187,800.00          | 46,787.85           | 27,685.57         | 160,114.43          | 14.7        |
| CAPITAL OUTLAY              | 240,000.00          | ( 14,306.93)        | .00               | 240,000.00          | .0          |
| DEBT SERVICE                | 63,807.00           | 34,548.01           | 8.83              | 63,798.17           | .0          |
| TRANSFERS OUT               | .00                 | .00                 | .00               | .00                 | .0          |
|                             | <u>2,711,190.00</u> | <u>633,427.01</u>   | <u>410,694.28</u> | <u>2,300,495.72</u> | <u>15.2</u> |
| FIRE:                       |                     |                     |                   |                     |             |
| PERSONAL SERVICES           | 191,291.00          | 61,138.03           | 44,864.63         | 146,426.37          | 23.5        |
| MATERIAL AND SERVICES       | 97,000.00           | 43,993.68           | 18,079.39         | 78,920.61           | 18.6        |
| CAPITAL OUTLAY              | .00                 | .00                 | .00               | .00                 | .0          |
| DEBT SERVICE                | 30,579.00           | 7,416.82            | .00               | 30,579.00           | .0          |
| TRANSFERS OUT               | .00                 | .00                 | .00               | .00                 | .0          |
|                             | <u>318,870.00</u>   | <u>112,548.53</u>   | <u>62,944.02</u>  | <u>255,925.98</u>   | <u>19.7</u> |



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

GENERAL FUND

|                              | BUDGET          | PERIOD ACTUAL | YTD ACTUAL    | REMAINING<br>BUDGET | PCNT    |
|------------------------------|-----------------|---------------|---------------|---------------------|---------|
| PLANNING AND BUILDING:       |                 |               |               |                     |         |
| PERSONAL SERVICES            | 180,315.00      | 38,200.81     | 27,057.12     | 153,257.88          | 15.0    |
| MATERIAL AND SERVICES        | 90,800.00       | 10,539.43     | 5,317.03      | 85,482.97           | 5.9     |
| CAPITAL OUTLAY               | .00             | .00           | .00           | .00                 | .0      |
| TRANSFERS OUT                | .00             | .00           | .00           | .00                 | .0      |
|                              | 271,115.00      | 48,740.24     | 32,374.15     | 238,740.85          | 11.9    |
| PARKS & RECREATION:          |                 |               |               |                     |         |
| PERSONAL SERVICES            | 282,199.00      | 60,102.52     | 42,175.33     | 240,023.67          | 15.0    |
| MATERIAL AND SERVICES        | 103,500.00      | 27,910.26     | 15,027.96     | 88,472.04           | 14.5    |
| CAPITAL OUTLAY               | .00             | .00           | .00           | .00                 | .0      |
| DEBT SERVICE                 | 48,383.00       | 12,095.64     | 8,063.76      | 40,319.24           | 16.7    |
| TRANSFERS OUT                | .00             | .00           | .00           | .00                 | .0      |
|                              | 434,082.00      | 100,108.42    | 65,267.05     | 368,814.95          | 15.0    |
| FINANCE AND HUMAN RESOURCES: |                 |               |               |                     |         |
| PERSONAL SERVICES            | 226,445.00      | 51,159.60     | 34,661.36     | 191,783.64          | 15.3    |
| MATERIAL AND SERVICES        | 33,700.00       | 17,879.34     | 13,694.71     | 20,005.29           | 40.6    |
| CAPITAL OUTLAY               | .00             | .00           | .00           | .00                 | .0      |
|                              | 260,145.00      | 69,038.94     | 48,356.07     | 211,788.93          | 18.6    |
| SWIMMING POOL:               |                 |               |               |                     |         |
| PERSONAL SERVICES            | 62,187.00       | 67,994.44     | 51,368.41     | 10,818.59           | 82.6    |
| MATERIAL AND SERVICES        | 39,000.00       | 21,523.88     | 8,890.10      | 30,109.90           | 22.8    |
| CAPITAL OUTLAY               | 2,500.00        | .00           | .00           | 2,500.00            | .0      |
|                              | 103,687.00      | 89,518.32     | 60,258.51     | 43,428.49           | 58.1    |
| NON-DEPARTMENTAL:            |                 |               |               |                     |         |
| MATERIAL AND SERVICES        | 148,000.00      | 22,882.14     | 12,944.07     | 135,055.93          | 8.8     |
| CAPITAL OUTLAY               | .00             | .00           | .00           | .00                 | .0      |
| TRANSFERS OUT                | 358,907.00      | 330,500.00    | .00           | 358,907.00          | .0      |
| CONTINGENCIES AND RESERVES   | 628,093.00      | .00           | .00           | 628,093.00          | .0      |
|                              | 1,135,000.00    | 353,382.14    | 12,944.07     | 1,122,055.93        | 1.1     |
|                              | 5,640,948.00    | 1,510,689.52  | 767,255.32    | 4,873,692.68        | 13.6    |
|                              | ( 1,060,000.00) | ( 314,660.31) | ( 517,226.73) | ( 542,773.27)       | ( 48.8) |

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

STREET FUND

|                            | BUDGET               | PERIOD ACTUAL       | YTD ACTUAL       | REMAINING<br>BUDGET  | PCNT        |
|----------------------------|----------------------|---------------------|------------------|----------------------|-------------|
| <u>REVENUE</u>             |                      |                     |                  |                      |             |
| INTERGOVERNMENTAL          | 520,000.00           | 147,003.60          | 73,370.52        | 446,629.48           | 14.1        |
| OTHER REVENUE              | 14,650.00            | 13,433.00           | 7,983.50         | 6,666.50             | 54.5        |
| TRANSFER IN                | .00                  | .00                 | .00              | .00                  | .0          |
|                            | <u>534,650.00</u>    | <u>160,436.60</u>   | <u>81,354.02</u> | <u>453,295.98</u>    | <u>15.2</u> |
| <u>EXPENDITURES</u>        |                      |                     |                  |                      |             |
| EXPENDITURES:              |                      |                     |                  |                      |             |
| PERSONAL SERVICES          | 205,076.00           | 46,683.17           | 33,999.88        | 171,076.12           | 16.6        |
| MATERIAL AND SERVICES      | 207,000.00           | 49,023.23           | 41,495.43        | 165,504.57           | 20.1        |
| CAPITAL OUTLAY             | 95,000.00            | 67,996.78           | .00              | 95,000.00            | .0          |
| DEBT SERVICE               | 22,238.00            | 5,151.12            | 3,434.08         | 18,803.92            | 15.4        |
| TRANSFERS OUT              | 46,612.00            | 31,582.00           | .00              | 46,612.00            | .0          |
| CONTINGENCIES AND RESERVES | 118,724.00           | .00                 | .00              | 118,724.00           | .0          |
|                            | <u>694,650.00</u>    | <u>200,436.30</u>   | <u>78,929.39</u> | <u>615,720.61</u>    | <u>11.4</u> |
|                            | <u>694,650.00</u>    | <u>200,436.30</u>   | <u>78,929.39</u> | <u>615,720.61</u>    | <u>11.4</u> |
|                            | <u>( 160,000.00)</u> | <u>( 39,999.70)</u> | <u>2,424.63</u>  | <u>( 162,424.63)</u> | <u>1.5</u>  |

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

WATER FUND

|                            | BUDGET               | PERIOD ACTUAL        | YTD ACTUAL        | REMAINING<br>BUDGET  | PCNT        |
|----------------------------|----------------------|----------------------|-------------------|----------------------|-------------|
| <u>REVENUE</u>             |                      |                      |                   |                      |             |
| SOURCE 03                  | .00                  | .00                  | .00               | .00                  | .0          |
| CHARGES FOR SERVICES       | 1,661,000.00         | 616,247.97           | 432,158.84        | 1,228,841.16         | 26.0        |
| OTHER INCOME               | 51,000.00            | 17,629.82            | 13,435.00         | 37,565.00            | 26.3        |
| TRANSFERS IN               | .00                  | .00                  | .00               | .00                  | .0          |
|                            | <u>1,712,000.00</u>  | <u>633,877.79</u>    | <u>445,593.84</u> | <u>1,266,406.16</u>  | <u>26.0</u> |
| <u>EXPENDITURES</u>        |                      |                      |                   |                      |             |
| WATER DISTRIBUTION:        |                      |                      |                   |                      |             |
| PERSONAL SERVICES          | 400,962.00           | 97,769.57            | 70,394.04         | 330,567.96           | 17.6        |
| MATERIAL AND SERVICES      | 198,400.00           | 48,002.08            | 41,839.93         | 156,560.07           | 21.1        |
| CAPITAL OUTLAY             | 50,000.00            | 9,643.34             | 7,742.63          | 42,257.37            | 15.5        |
| DEBT SERVICE               | 8,722.00             | 3,579.66             | 796.78            | 7,925.22             | 9.1         |
| TRANSFERS OUT              | 24,000.00            | .00                  | .00               | 24,000.00            | .0          |
|                            | <u>682,084.00</u>    | <u>158,994.65</u>    | <u>120,773.38</u> | <u>561,310.62</u>    | <u>17.7</u> |
| WATER TREATMENT:           |                      |                      |                   |                      |             |
| PERSONAL SERVICES          | 30,424.00            | 12,535.05            | 3,196.81          | 27,227.19            | 10.5        |
| MATERIAL AND SERVICES      | 462,925.00           | 130,340.67           | 56,353.06         | 406,571.94           | 12.2        |
| CAPITAL OUTLAY             | 10,000.00            | 5,265.51             | .00               | 10,000.00            | .0          |
| DEBT SERVICE               | 6,389.00             | 3,579.66             | 796.78            | 5,592.22             | 12.5        |
| TRANSFERS OUT              | 687,650.00           | 529,386.00           | .00               | 687,650.00           | .0          |
| CONTINGENCIES AND RESERVES | 177,528.00           | .00                  | .00               | 177,528.00           | .0          |
|                            | <u>1,374,916.00</u>  | <u>681,106.89</u>    | <u>60,346.65</u>  | <u>1,314,569.35</u>  | <u>4.4</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>2,057,000.00</u>  | <u>840,101.54</u>    | <u>181,120.03</u> | <u>1,875,879.97</u>  | <u>8.8</u>  |
|                            | <u>( 345,000.00)</u> | <u>( 206,223.75)</u> | <u>264,473.81</u> | <u>( 609,473.81)</u> | <u>76.7</u> |

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

WASTEWATER FUND

|                            | BUDGET               | PERIOD ACTUAL          | YTD ACTUAL        | REMAINING<br>BUDGET  | PCNT        |
|----------------------------|----------------------|------------------------|-------------------|----------------------|-------------|
| <u>REVENUE</u>             |                      |                        |                   |                      |             |
| SOURCE 03                  | ( 4,500.00)          | .00                    | .00               | ( 4,500.00)          | .0          |
| CHARGES FOR SERVICES       | 3,183,300.00         | 797,946.55             | 535,455.55        | 2,647,844.45         | 16.8        |
| OTHER REVENUE              | 15,000.00            | 2,247.65               | .00               | 15,000.00            | .0          |
| TRANSFER IN                | .00                  | .00                    | .00               | .00                  | .0          |
|                            | <u>3,193,800.00</u>  | <u>800,194.20</u>      | <u>535,455.55</u> | <u>2,658,344.45</u>  | <u>16.8</u> |
| <u>EXPENDITURES</u>        |                      |                        |                   |                      |             |
| WASTEWATER COLLECTION:     |                      |                        |                   |                      |             |
| PERSONAL SERVICES          | 570,336.00           | 126,253.32             | 89,261.48         | 481,074.52           | 15.7        |
| MATERIAL AND SERVICES      | 250,200.00           | 36,610.59              | 31,055.58         | 219,144.42           | 12.4        |
| CAPITAL OUTLAY             | 25,000.00            | 6,715.51               | 9,100.00          | 15,900.00            | 36.4        |
| DEBT SERVICE               | 8,722.00             | 3,579.66               | 796.78            | 7,925.22             | 9.1         |
| TRANSFERS OUT              | 177,359.00           | 149,966.00             | .00               | 177,359.00           | .0          |
|                            | <u>1,031,617.00</u>  | <u>323,125.08</u>      | <u>130,213.84</u> | <u>901,403.16</u>    | <u>12.6</u> |
| WASTEWATER TREATMENT:      |                      |                        |                   |                      |             |
| PERSONAL SERVICES          | 39,878.00            | 14,042.06              | 4,780.72          | 35,097.28            | 12.0        |
| MATERIAL AND SERVICES      | 895,225.00           | 241,455.62             | 99,269.76         | 795,955.24           | 11.1        |
| CAPITAL OUTLAY             | .00                  | ( 2,384.49)            | .00               | .00                  | .0          |
| DEBT SERVICE               | 6,389.00             | 3,579.66               | 796.78            | 5,592.22             | 12.5        |
| TRANSFERS OUT              | 1,509,923.00         | 1,230,044.00           | .00               | 1,509,923.00         | .0          |
| CONTINGENCIES AND RESERVES | 315,268.00           | .00                    | .00               | 315,268.00           | .0          |
|                            | <u>2,766,683.00</u>  | <u>1,486,736.85</u>    | <u>104,847.26</u> | <u>2,661,835.74</u>  | <u>3.8</u>  |
|                            | <u>3,798,300.00</u>  | <u>1,809,861.93</u>    | <u>235,061.10</u> | <u>3,563,238.90</u>  | <u>6.2</u>  |
|                            | <u>( 604,500.00)</u> | <u>( 1,009,667.73)</u> | <u>300,394.45</u> | <u>( 904,894.45)</u> | <u>49.7</u> |

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 2 MONTHS ENDING AUGUST 31, 2018

URBAN RENEWAL AGENCY FUND


|                            | BUDGET              | PERIOD ACTUAL        | YTD ACTUAL      | REMAINING<br>BUDGET | PCNT       |
|----------------------------|---------------------|----------------------|-----------------|---------------------|------------|
| <u>REVENUE</u>             |                     |                      |                 |                     |            |
| TAXES                      | 586,211.00          | 32,664.96            | 5,144.45        | 581,066.55          | .9         |
| INTERGOVERNMENTAL          | .00                 | .00                  | .00             | .00                 | .0         |
| OTHER REVENUE              | 2,000.00            | 1,297.01             | .78             | 1,999.22            | .0         |
| TRANSFERS IN               | 650,000.00          | .00                  | .00             | 650,000.00          | .0         |
|                            | <u>1,238,211.00</u> | <u>33,961.97</u>     | <u>5,145.23</u> | <u>1,233,065.77</u> | <u>.4</u>  |
| <u>EXPENDITURES</u>        |                     |                      |                 |                     |            |
| GENERAL:                   |                     |                      |                 |                     |            |
| PERSONAL SERVICES          | .00                 | .00                  | .00             | .00                 | .0         |
| MATERIAL AND SERVICES      | 35,000.00           | 25,387.00            | .00             | 35,000.00           | .0         |
| CAPITAL OUTLAY             | 842,472.00          | 221,502.20           | .00             | 842,472.00          | .0         |
| DEBT SERVICE               | .00                 | .00                  | .00             | .00                 | .0         |
| TRANSFERS OUT              | 450,739.00          | 450,739.00           | .00             | 450,739.00          | .0         |
| CONTINGENCIES AND RESERVES | .00                 | .00                  | .00             | .00                 | .0         |
|                            | <u>1,328,211.00</u> | <u>697,628.20</u>    | <u>.00</u>      | <u>1,328,211.00</u> | <u>.0</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>1,328,211.00</u> | <u>697,628.20</u>    | <u>.00</u>      | <u>1,328,211.00</u> | <u>.0</u>  |
|                            | <u>( 90,000.00)</u> | <u>( 663,666.23)</u> | <u>5,145.23</u> | <u>( 95,145.23)</u> | <u>5.7</u> |


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

Originating Dept: City Recorder

  
\_\_\_\_\_  
Signature (submitted by)

  
\_\_\_\_\_  
City Manager Approval

---

Subject:  
Azalea Festival Event Evaluation

Recommended Motion:  
Motion to accept the Azalea Festival Event Evaluation report.

Financial Impact:  
Funding was already allocated for this project.

Background/Discussion:  
At the April 23, 2018 City Council meeting, Council authorized a grant to the Azalea Festival event organizers in the amount of \$2,000 in Transient Occupancy Tax (TOT) funding to cover the costs of downtown entertainment, promotional items, transportation, port-o-pots, and special sub-events.

The event organizers have provided an event evaluation report to the Tourism Promotion Advisory Committee.

The organizers estimate that approximately 25,000 people attended over the four-day period. They estimate 10 percent of those were from outside the areas.

Attachment(s):  
a. Event Evaluation



# City of Brookings

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

## Event Evaluation Form

Please complete and return to the City Manager's Office within three (3) months of event,  
failure to do so may eliminate your organization from future consideration for funding.

|  |  |
|--|--|
| Event: <u>Azalea Festival</u>  | Completion Date: <u>MAY 26<sup>TH</sup>-28<sup>TH</sup> 2018</u> |
| Contact Person: <u>Greg Williams</u>   |  |
| Amount Awarded <u>\$ 2,000<sup>00</sup></u>  |  |
| 1. How was the funding used? <u>Decorations + Signage For Grand Marshal, Wreath For Ceremony, Parade Trophies, Music / Festivities, 1<sup>ST</sup> Annual Disc Golf tourney, maps etc.</u> |  |
| 2. Please provide a budget report that includes event expenses and revenue. Include In-Kind services. Use the form below or attach your own. Detailed receipts are not required.           |  |
| Revenue Collected  | Amount   |
| <u>T.O.T. Funds From City</u>  | <u>\$ 2,000<sup>00</sup></u>                                     |
|  | \$   |
|  | \$   |
|  | \$   |
|  | \$   |
|  | \$   |
|  | \$   |
| Total  | \$   |
| Expenses Paid  | Amount   |
| <u>Total Expenditure From City Funds and other Support</u>   | <u>\$ 3,011<sup>05</sup></u>                                     |
| <u>Total "In Kind" Figures (donations non monetary)</u>  | \$   |
| <u>Not yet all totaled, But City Funds accounted for</u>   | \$   |
|  | \$   |
|  | \$   |
|  | \$   |
| Total  | <u>\$ 3,011<sup>05</sup></u>                                     |
| 3. Estimate how many people attended the event: <u>Estimate at Total Participation of 25,000 over FOUR DAY PERIOD</u>  |  |
| 4. Estimate how many people attended from outside Curry County: <u>"Guestimate" 2,500</u>  |  |
| To estimate attendance have a sign in sheet or event surveys so that you may determine where people have traveled from and so you have a contact sheet for your next event.                |  |
| Signed: <u>Greg Williams</u>   | Date: <u>7-26-2018</u>   |
| Organization: <u>BROOKING-HARBOR CHAMBER of COMMERCE</u>   |  |

If more room is needed for any information please attach a second sheet

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

---

### Subject:

Intergovernmental Agreement with Brookings-Harbor School District to provide attendance court services

### Recommended Motion:

Authorize City Manager to sign agreement with Brookings-Harbor School District to provide attendance court services.

### Financial Impact:

Estimated zero net cost. Estimated annual expense of \$1,500. Estimated annual revenue of \$1,500.

### Background/Discussion:

Pro-tem Judge Gary Milliman, Brookings-Harbor High School Assistant Principal, and I have been working together to create an intergovernmental agreement to provide a Truancy Court in Brookings.

A sample intergovernmental agreement from the City of Milwaukee was provided at the City Council Workshop on September 17, 2018. Mr. Hebert attended this meeting, and provided the City Council statistics on current attendance trends, and discussed what the School District would do to track student attendance and procedures they are using to help the school implement its current School Board JEA-AR policy. He also expressed the District's desire to move forward with this concept.

A draft agreement, specific to the City of Brookings and Brookings-Harbor School District is attached. The District is reviewing, and awaiting final approval, but they do not foresee any issues with the attached agreement. I am requesting that the City Council to authorize me to sign the attached agreement with minor changes, if any.

### Attachment:

a. Intergovernmental Agreement with Brookings-Harbor School District.





## INTERGOVERNMENTAL AGREEMENT

---

This intergovernmental agreement is between the **Brookings-Harbor School District**, hereafter called **District**, and **The City of Brookings**, hereafter called **City**.

### **Administrators of this agreement are:**

#### **City:**

Administrator: Janell K. Howard  
Title: City Manager  
Organization: City of Brookings  
Address: 898 Elk Drive  
Brookings, OR 97415  
Phone: 541-469-1102  
Fax: 541-469-3650  
Email: [jhoward@brookings.or.us](mailto:jhoward@brookings.or.us)  
Federal ID Number:

#### **District:**

Administrator: Sean Gallagher  
Title: Superintendent  
Organization: City of Brookings  
Address: 564 Fern Avenue  
Brookings, OR 97415  
Phone: 541-469-7443  
Fax: 541-469-6599  
Email: 541-469-6599  
Federal ID Number:

### **1. Purpose**

The purpose of this agreement is for City to provide attendance court services.

### **2. Effective Date and Duration**

This agreement shall become effective on the date all required signatures are obtained. This agreement is valid until terminated in accordance with Paragraph 7, below.

### **3. Statement of Work**

The Statement of Work is contained in **Exhibit A** attached hereto and by this reference made a part hereof.

### **4. Consideration**

The City agrees to provide these services at no fee for the 2018-19 school year. District agrees to review agreement no later than June 1st of each year starting in 2019, in order to consider future payment to the City for services

### **5. Reserved**

### **6. Amendments**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written amendment signed by the parties. The amendment shall be effective as of the date on which every party has signed the amendment and all requisite approvals are obtained. All amendments to this Agreement shall comply with applicable statutes and administrative rules.

### **7. Termination**

A. This agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) calendar day's written notice.

B. The District may terminate this agreement effective upon delivery of written notice to City, or at such other date as may be established by District under any of the following conditions:

1. If District funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.

2. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement, or are no longer eligible for the funding proposed for payments authorized by this agreement.

#### **8. Funds Available and Authorized**

The District certifies at the time the agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the District's current appropriation and limitation. City understands and agrees that District's payment of amounts under this agreement attributable to work performed after the last date of the current biennium is contingent on District receiving appropriations, limitations, or other expenditure authority sufficient to allow District, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the District fails to have sufficient appropriations, limitations, or other expenditure authority, District may terminate this agreement without penalty or liability to the District, effective upon the delivery of written notice to City, with no further liability to City.

#### **9. Reserved**

#### **10. Compliance with Applicable Law**

City will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Contract. Without limiting the generality of the foregoing, City expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

#### **11. Sensitive Information**

To the extent authorized under the Oregon Public Records Act, ORS 192.311-.478 or other applicable law, City shall not publish or otherwise disclose, except to District or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication wherein the information or data furnished by or about any particular person or establishment can be identified, except with the written consent of such person or establishment, including. Information concerning the business of the District, its financial affairs, and its relations with its clients and employees may be specifically classified as confidential by the District. City shall instruct its employees and subcontractors to keep such information confidential by using the same care and discretion that they use with similar information that City designates as confidential. City shall not be required to contest an order from the District Attorney regarding disclosure but shall inform District prior to disclosure.

#### **12. Reserved**

#### **13. Indemnification**

Within the limits of the Oregon Tort Claims Act, City shall defend, indemnify, and hold District, its officers, agents, and employees harmless against all liability, loss, costs, or expenses, including attorney's fees, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property caused by any act or omission of an act sustained in any way in connection with the performance of this agreement or by conditions created thereby, or based upon violation of any statute, ordinance, or regulation. ns.

#### **14. Reserved**

#### **15. Independent Contractor Status**

This Contract is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and City, but is rather an agreement between independent parties, these being District and City.

#### **16. Merger Clause**

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. Both parties, by the signature below of its authorized representative, hereby acknowledges that s/he has read this agreement, understands it and agrees to be bound by its terms and conditions.

## SIGNATURES

### Brookings-Harbor School District

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

### City of Brookings

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## EXHIBIT A – Statement of Work

District and City mutually express their agreement and common understanding as follows:

City via Brookings Municipal Court will hold attendance court once a month during the school year for the high school, which is within city limits. Under this Agreement, City will provide additional hearings for all District students. District agrees to pay City for the cost of providing this service, as outlined in Paragraph 4, above.

Hearings are held at Brookings City Hall.

### Responsibilities

- 1) District Responsibilities:  
As per Brookings Harbor School District policies (JEA-AR), issue notifications and citations to families as needed when interventions and resources have proven ineffective to make student attendance regular. Provide citations and pertinent evidence to the Court so that the judge may consider, deliberate and the court may act based on student behavior and family situation. Appear in Court to assist the judge in such deliberations, continue to monitor compliance and issue notifications and citations as needed.
- 2) City of Brookings Responsibilities:  
Provide hearing location at City Hall. Provide judge services to include hearing cases, meeting with parties, reviewing and approving agreements, levying penalties. Provide Court Clerk services including meeting location set up, making a record of court action, providing notices to parties of court action, scheduling hearings and follow-up court proceedings. Collect fines and provide monthly report of payment status to District.
- 3) Both Parties:  
Coordinate the work of District and City staffs and officials. Bring the need for any amendments or clarifications to the intergovernmental agreement to the respective governing boards.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

Originating Dept: City Manager

Signature (submitted by)

  
City Manager Approval

---

### Subject:

Agreement with Gary Milliman for Pro Tem judge services

### Recommended Motion:

Authorize Mayor to sign agreement with Gary Milliman for Pro Tem Judge services.

### Financial Impact:

No cost for Truancy/attendance court and related services. \$200 per court session in the absence of Judge Harper for general Municipal Court.

### Background/Discussion:

Pro-tem Judge Gary Milliman has been involved in organizing a truancy/attendance court for many months. He has met with current and prior staff from Brookings-Harbor School District (BHSD) staff, Curry County Juvenile Department, and City of Brookings to create a truancy court in Brookings.

Milliman has served as Judge Pro Tem in Brookings for the past five years and as Municipal Court Judge in Port Orford for the past 13 months. He has offered to serve as "truancy court judge" if the City and District decide to develop an absenteeism program that includes truancy court. Milliman has offered to serve pro bono for at least the first year.

The City has a current agreement with Milliman for Judge Pro Tem. However, that was established when he was also serving as City Manager. The attached agreement is updated to include compensation of \$200 per court session in the absence of Judge Harper for general Municipal Court. It also adds truancy court judge at no compensation.

### Attachment:

- a. Agreement with Gary Milliman for Judge Pro Tem
- b. Memo from Gary Milliman

**AGREEMENT FOR SERVICES  
MUNICIPAL COURT JUDGE**

This Agreement is made and entered into this \_\_\_th day of \_\_\_\_\_, 2018, by and between the City of Brookings (City) a municipal corporation of the State of Oregon, and Gary Milliman (Milliman), collectively referred to as the "Parties."

**RECITALS**

Whereas, Milliman and City entered into an Agreement dated August 26, 2013, whereby Milliman was appointed to serve as Municipal Court Judge Pro Tem, and

Whereas, at that time Milliman was also serving as City Manager for City and performed the services of Judge Pro Tem without additional compensation. Milliman has now retired as City Manager, and

Whereas, Milliman has offered to serve as "Truancy Court Judge" in cooperation with the Brookings Harbor School District program to address chronic absenteeism.

**NOWHEREFORE**, the Parties agree as follows:

**TERMS OF AGREEMENT:**

1. **Contract for services:** City contracts with Gary Milliman for Municipal Court Judge services for the City of Brookings.
2. **Duties of Municipal Judge Pro Tem:**
  - a. Milliman will fully and faithfully perform all of the duties of Municipal Court Judge as defined under Chapter 2.25 of the Brookings Municipal Code and as set forth herein and in the attached job description.
  - b. Except as otherwise provided in 2(c) of this Agreement, Milliman shall only perform the duties of Municipal Court Judge in the absence and unavailability of Municipal Court Judge Richard Harper.
  - c. Milliman shall serve as "Truancy Court Judge" in cooperation with the Brookings Harbor School District.
  - d. Milliman shall comply with all applicable federal, state and local laws, ordinances, and regulations and faithfully discharge the duties of Municipal Court Judge to the best of his ability.
3. **Compensation:**
  - a. For general Municipal Court services and in the absence of Judge Richard Harper Milliman shall receive compensation of \$200.00 per court session.
  - b. Milliman shall not receive compensation for serving as Truancy Court Judge for the period October 1, 2018 through September 30, 2019. This matter will be reviewed not later than June 1, 2019.
  - c. City will budget and pay for up to \$1,500 in judicial continuing education expenses annually. Said expenses may include tuition, travel and per diem costs.

4. **Term:** The City Council may, by majority vote, terminate this Agreement and relieve Milliman of Municipal Judge duties and responsibilities at its sole discretion upon written notice. Milliman may terminate this Agreement for any reason upon written notice to the City Council.

5. **General provisions:**

- a. This Agreement, including the exhibits, constitutes the entire agreement between the Parties. Each of the exhibits identified in this Agreement is attached hereto and incorporated by this reference.
- b. Any modification or amendment to this Agreement must be made in writing and signed by both parties.
- c. This Agreement is personal to the Parties. Milliman may not assign or delegate his duties hereunder.
- d. This Agreement is executed on behalf of City as authorized by its City Council.
- e. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.
- f. This Agreement will be governed and interpreted in accordance with the laws of the State of Oregon. Any litigation between the parties under this Agreement or arising out of activities performed under this Agreement must be filed in Curry County Circuit Court or the U.S. District Court for the State of Oregon, as appropriate.
- g. Each signatory hereto represents and warrants that he or she has been duly authorized to sign this agreement on behalf of his or her respective party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and executed in Brookings, Oregon, on the day and year first written below.

Dated: \_\_\_\_\_, 2018.

CITY OF BROOKINGS

MUNICIPAL JUDGE PRO TEM

\_\_\_\_\_  
By: Jake Pieper, Mayor  
898 Elk Drive  
Brookings, OR 97415  
(541) 469-2163

\_\_\_\_\_  
By: Gary Milliman  
1090 Parkview Drive  
Brookings, OR 97415  
(541) 412-7479

ATTEST:

\_\_\_\_\_  
Teri Davis, City Recorder





# City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 412-1405

[gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)

## GARY MILLIMAN

*City Manager Emeritus*

Credentialed City Manager

International City Management Association

ICMA Career Excellence Award 2012

ICMA Management Innovation Award 1979

TO: Janell Howard, City Manager

September 13, 2018

SUBJECT: Truancy Court

Unfortunately I will be unable to attend the September 17 City Council workshop at which time the truancy court will be discussed; I will be out of town participating in a four-day judicial continuing education program conducted by the National Judicial College.

Please make this memorandum available to the City Council and the public.

As you know I have served as Judge Pro Tem in Brookings for the past five years and as Municipal Court Judge in Port Orford for the past 13 months. I have completed the "Special Courts" certificate program and several other judicial education programs at the National Judicial College.

Prior to my retirement as City Manager I was participating in meetings of the Brookings Coalition on Underage Drinking, and continue to participate in these meetings convened by Curry Community Health. After having attended several meetings where the Coalition is exploring concepts for addressing underage substance abuse, the discussion expanded to include the associated problem of student absenteeism.

At about this same time I received a posting on the Oregon Judges Association listserve from a judge advising that the school district in his community had approached him about serving as the "truancy court judge." I soon learned that several other municipal and justice court judges had received similar inquiries, and decided to explore the matter further.

What I found in my research is the existence of Oregon Law requiring school attendance which, I believe, is included in the workshop packet, and which provides for a mechanism for the school district to engage the court in securing compliance with the mandatory attendance requirements of State Law. I also found that several local courts in Oregon and Washington were already engaged as a "truancy court."

I contacted city and court staff in Milwaukie, Oregon, and found that they had been operating a truancy court as a part of their municipal court for about nine years and found it to be very successful in addressing attendance issues. Indeed, just this year Milwaukie is extending the program from the high school to include fifth grade students. With assistance from Court Clerk Pamela Ganey I obtained forms and other materials from Milwaukie.

I reported back to the Coalition on my findings and co-authored a Coalition letter to School Superintendent Sean Gallagher and you supporting the concept. I met with Gallagher and other school district management; with then-Juvenile Probation Director Jay Trost; and finally with newly-appointed Assistant Principal Mark Hebert who was developing a program to address high absenteeism. I also provided you with some sample agreements and ordinances.

It is my understanding that School District staff will undertake most of the work, including preparing draft court-sanctioned agreement documents and citations.

At this point I have offered to serve as “truancy court judge” if the City and the School District decide to develop an absenteeism program that includes a truancy court element. I have offered to serve pro bono for at least the first year. I am happy to serve in this capacity to help students succeed. My philosophy is consistent with that articulated by Mark Hebert...which is to find a pathway for students and families to comply with attendance requirements...which is a basic building block to achieving a high school diploma.

The revised agreement which you have developed engaging my serves as Municipal Court Judge is acceptable to me.



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018

Originating Dept: Parks

  
Signature (Jay Trost)

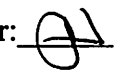
  
City Manager Approval

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**Subject:** Chetco Point Trail Bridge Rebuild

**Motion:** Authorize City Manager to execute an agreement with New Creation Builders to reconstruct the foot bridge at Chetco Point Park.

**Financial Impact:** New Creation Builders submitted a bid for \$84,890 to rebuild the foot bridge. The City of Brookings received a \$200,000 donation from Lela Wagner to rebuild the Chetco Point Trail to make it more accessible. The total trail project budget is \$256,000. The \$56,000 balance was budgeted in Parks Capital Projects request for fiscal year 2017-18 and carried forward for 2018-19

Reviewed by Finance & Human Resources Director: 

**Background/Discussion:**

The City received a donation in the amount of \$200,000 from Lela Wagner for the development of a coastal trail that could be dedicated in honor of her deceased parents. The parameters included: an ocean vista, beach access, picnic benches, close proximity to a major highway, easy hiking with accessibility for older folks, and a dedication plaque. While this project was not “on our radar” it will certainly enhance visitation to Chetco Point Park and Brookings.

Staff prepared a plan to upgrade the Chetco Point trail and includes rebuilding the pedestrian bridge, widening and paving the trail to 6ft wide. Staff originally anticipated that an elevated boardwalk would be required by the donor to meet accessibility requirements but with recent grading of the trail it has been determined that a boardwalk would not be required to meet the donors request.

Staff solicited bids to rebuild the pedestrian bridge and New Creation Builders was the lone contractor to submit a bid.

**Attachment(s):**

- a. Project description
- b. Bid - New Creation Builders

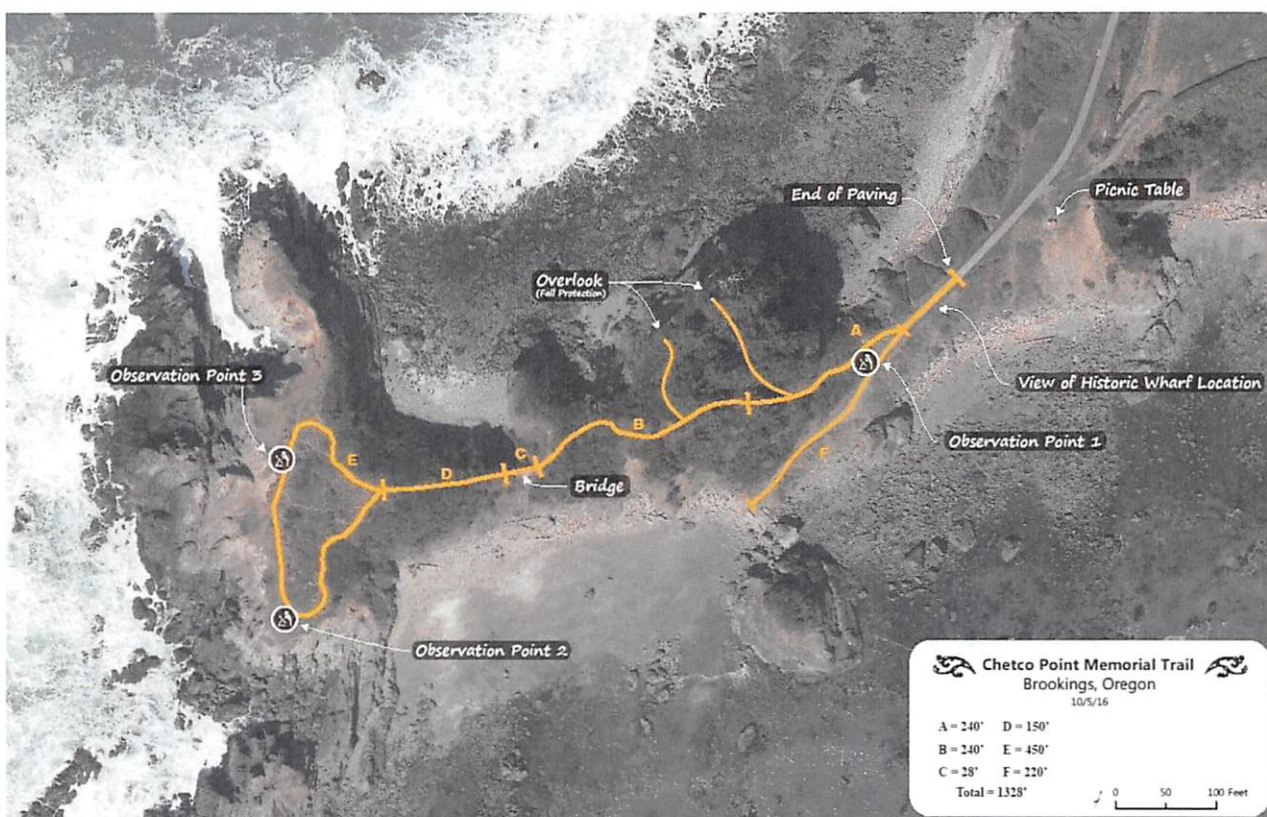
## Chetco Point Memorial Trail

### Project Overview

The memorial trail project would include widening much of the existing 1328 lf trail to between 5 and 6 feet wide, resurfacing the trail with gravel, reconstructing an existing foot bridge to make it wider, install 4 ft fences along the trail and at identified overlooks that provide fall protection and handrails. In addition, the proposed project will include three observation points along the trail that provide an opportunity for resting, taking in the magnificent vistas as well as an opportunity to provide interpretive signage accounting the rich history of Chetco Point.

Attached you will find a report including photo's describing all of the elements of the project, a map of the project and a first glance estimate on what the project might cost. As I mentioned previously there may be elements of the project that go beyond maintenance of an existing trail and could require design and construction to ADA standards.

### Site Map

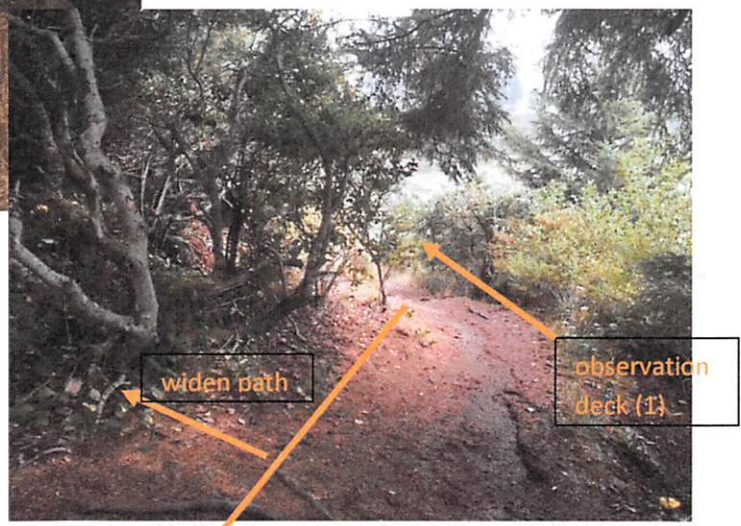
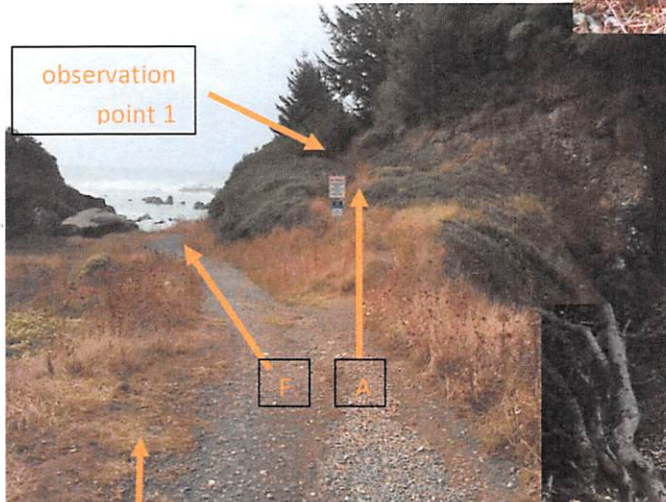




## Segment A

This segment of trail is 240 lf from the end of the existing asphalt path to the base of a spruce tree shown in the photo below. 150 lf of this segment has a steep incline and represents the most challenging segment of the overall trail. We propose to widen the path to the north, resurface with a gravel base and build a 4ft fence on the south side that will double as fall protection as well as provide a location to install a hand rail. We are also proposing to construct an 8x12 observation deck at the midpoint of this segment on the south side of the trail to serve as a resting point and interpretive area used to describes the history of the old wharf that existed in the early 1900's. A memorial trail dedication plaque will be inserted into a large bolder placed at the beginning of the new trail (end of the existing paved trail)

An alternate design to address the steep incline of this segment of the trail would be to build a 320ft long raised 6 ft wide boardwalk walking surface structure out of pressure treated wood that at its highest point will be approximately 8-12 ft above the lowest point (dip) of the existing trail. A structure of this kind will be required to meet ADA where as widening a gravel surfaced path would not as it is considered maintenance of an existing trail.





## Segment B

This segment of trail is 240 lf from the spruce tree to the existing foot bridge of which nearly sixty percent of this trail segment is currently 5-6 ft wide. We propose to widen the remaining portion of the path to the north, resurface with a gravel base and build 80 lf of 4ft fence on both the north the south side near the foot bridge that will double as fall protection as well as provide a location to install hand rails.



### Segment C

The existing foot bridge is 4ft wide and 28ft long. We propose to rebuild the bridge and widen it to a minimum of 6ft wide complete with fall protection handrails. The bridge will be constructed to support the weight of a small utility vehicles and equipment needed to maintain the trail and overlooks beyond this point (Segments D & E)





### Segment D

This segment of trail from the existing foot bridge to Chetco Point is 150 lf of which nearly forty percent of the path is currently 5ft wide. We propose to widen the remaining portion of the path to 5ft, resurface with gravel, add 40 lf of fencing to south and north side, near the foot bridge, for fall protection and grab rails.



fence

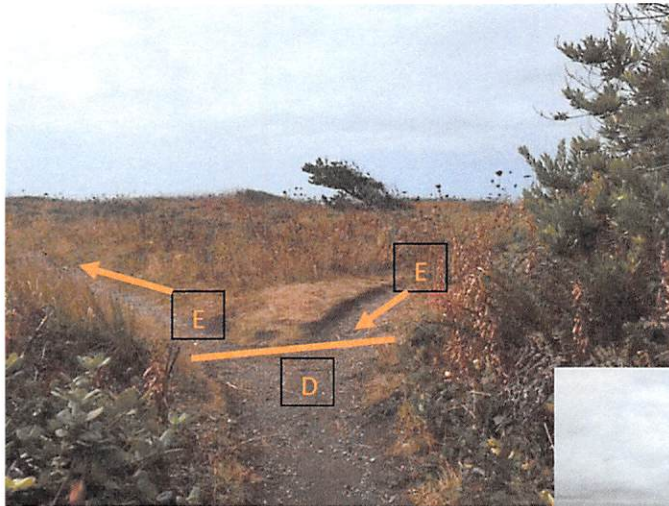


fence



## Segment E

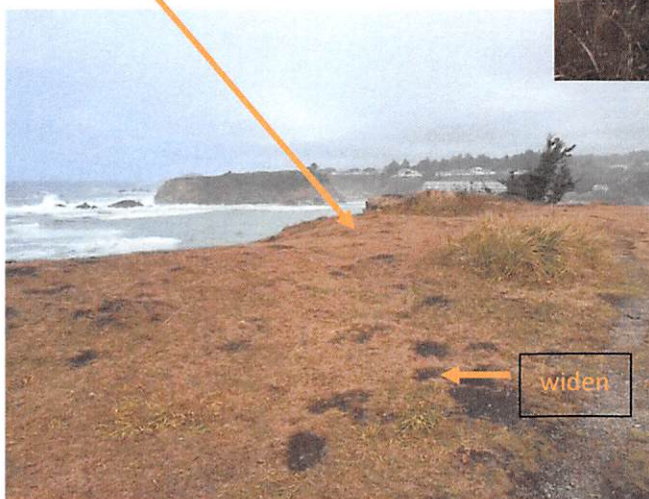
This segment of trail is 450 lf looping around Chetco Point. The existing section is quite narrow but room to expand the path to 5ft. We propose to widen the trail to 5ft, resurface with gravel and add two observation points. These observation points will include one or two benches at each, as well as interpretive signage.



Observation Point 2



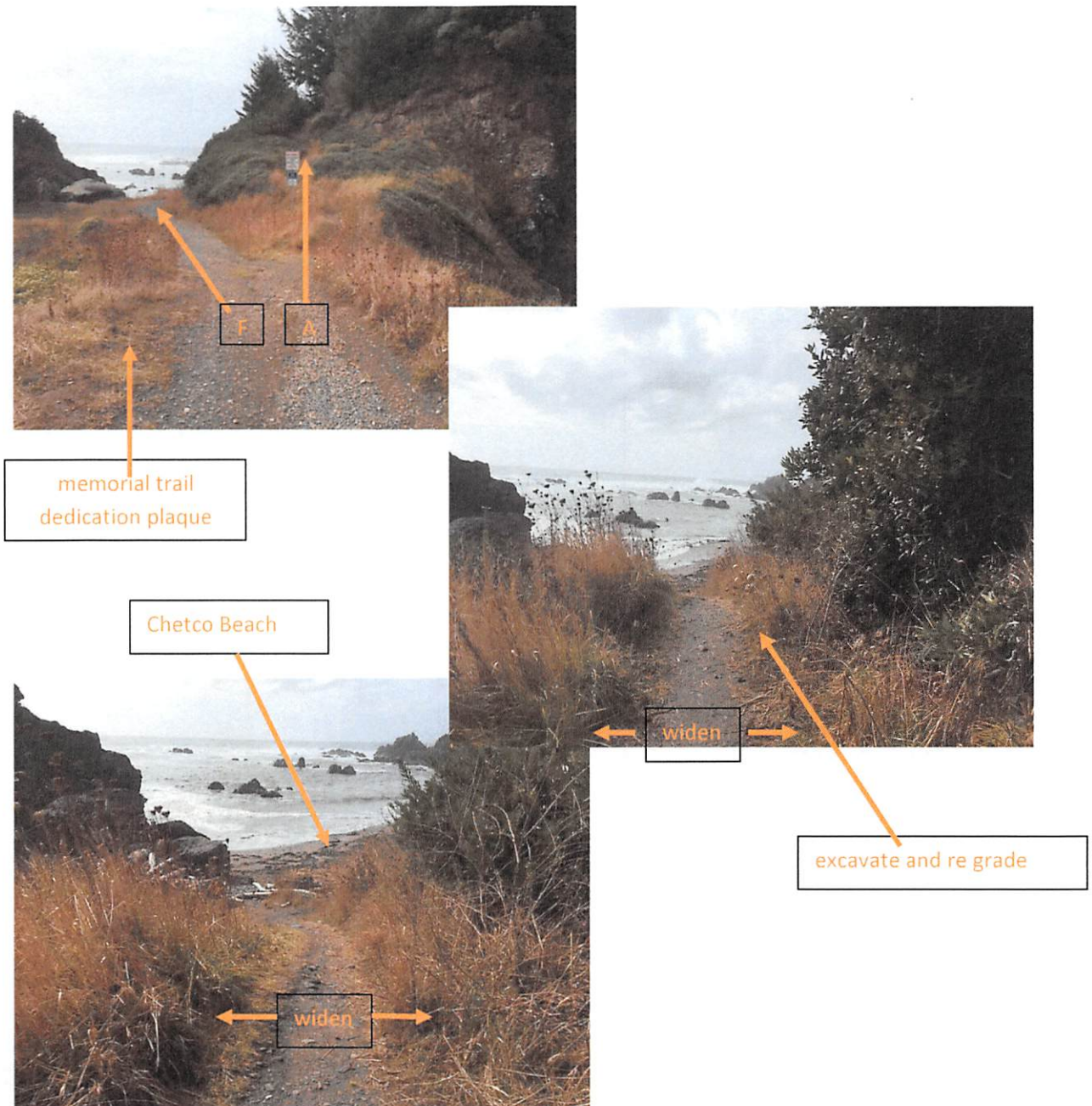
Observation Point 3





## Segment F

This segment of trail is 220 lf and extends to Chetco Beach. Approximately seventy five percent of the trail is 5ft to 8ft wide. We propose to widen the remaining portions of the trail to a minimum of 5ft wide, add a gravel base and pave with asphalt. In addition we propose to excavate a relatively small portion of the path at the end in order to create a gentle grade to the beach.





**City of Brookings**  
**Chetco Point Memorial Trail**

October 5 2016

| <i>Description</i>  | <i>Quantity</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Item Cost</i> |
|---|-----------------|-------------|------------------|------------------|
| Rebuild/Widen Existing Bridge - to 6ft                            | 1               | LS          | \$20,000.00      | \$20,000         |
| Observation/Resting Platform (Segment A)                          | 1               | LS          | \$15,000.00      | \$15,000         |
| Observation Areas (Segment E) w/benches                           | 2               | LS          | \$1,600.00       | \$3,200          |
| Interpretive Areas (Segments A & E)                               | 3               | LS          | \$500.00         | \$1,500          |
| Cable Railing   | 340             | LF          | \$24.00          | \$8,160          |
| Gravel Base   | 75              | YDS         | \$15.00          | \$1,125          |
| Asphalt Paving (Segments A)                                       | 800             | SF          | \$3.00           | \$2,400          |
| Asphalt Paving (Segments B,C,&E)                                  | 3400            | SF          | \$6.00           | \$20,400         |
| Signage (included memorial dedication plaque)                     | 1               | LS          | \$2,800.00       | \$2,800          |
| Contract labor & equipment for path widening and gravel surfacing | 20              | Days        | \$1,000.00       | \$20,000         |
| <b>Total (option a)</b>   |                 |             |                  | <b>\$94,585</b>  |
| <u><b>Option B (Segment A)</b></u>                                |                 |             |                  |                  |
| Wood Framed Boardwalk   | 1920            | SF          | \$70.00          | \$134,400        |
| Land Surveying  | 1               | LS          | \$1,800.00       | \$1,800          |
| Geotechnical Engineering  | 1               | LS          | \$13,000.00      | \$13,000         |
| Civil Engineering (soil & erosion control plan - drainage plan)   | 1               | LS          | \$4,000.00       | \$4,000          |
| Structural Engineering (boardwalk structure and foundation)       | 1               | LS          | \$6,500.00       | \$6,500          |
| <b>Total (option b)</b>   |                 |             |                  | <b>\$159,700</b> |
| <b>Total (with option b)</b>                                      |                 |             |                  | <b>\$254,285</b> |

See Note in report regarding ADA requirements

## New Creation Builders

Joshua Bruce  
PO Box 1985  
Brookings, OR 97415  
CCB# 195553 Ph# 541-251-3953

## Item Description Sheet

CLIENT:

City of Brookings  
898 Elk Drive  
Brookings Or. 97415  
PH. # 541-469-1131

Date  
9/4/2018

| Description  | Total     |
|--|-----------|
| Chetco Point Trail Project / Bridge Construction   |           |
| City of Brookings to Close public access during construction. NBC will take precautions to keep site safe also.  |           |
| Demo of Existing Bridge<br>- City to Dispose of wood   | 1,599.00  |
| Bridge Excavation<br>- Prep area for concrete Supports<br>- This does not include the 6" Ground anchors that need to be driven in. ( City of Brookings is Providing this service.)<br>- All dirt to remain on site.        | 26,740.00 |
| Clean Trail 600 feet beyond bridge<br>- This only includes Brush clearing and rough grading<br>- No rock is included<br>- Brush Being allow to be pushed off edge.   | 5,890.00  |
| Foundation<br>- Labor Bid only. City of Brookings to provide all materials.<br>- Rebar and footing design To match Attachment B<br>-While pouring concrete City of Brookings to work with NCB to Shuttle concrete to site. | 20,940.00 |
| Framing of Bridge<br>- Labor Bid only. City of Brookings to provide all materials<br>- Two Pressure treated Beams for support Attachment C<br>- Rail and Decking Design to match NCB drawing Attachment D                  | 13,797.00 |
| Gabion basket<br>Labor Bid to Install. City of Brookings to provide all materials<br>- To follow design of Attachment A  | 4,470.00  |
| Clean up<br>- Removal all Material and debris that NCB brought in  | 2,359.00  |
| Bridge Design and Engineering to be approved by City of Brookings before Signing. City to review all Attachments.  |           |
| This Estimate is a labor bid only . The Final price shall not exceed, unless new projects are added to job that where not bid.   |           |
| SUBTOTAL   | 75,795.00 |
| CONTRACTOR FEE   | 9,095.40  |

**Total** **\$84,890.40**

# CITY OF BROOKINGS

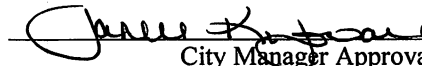
## COUNCIL AGENDA REPORT

Meeting Date: September 24, 2018



Signature (submitted by)

Originating Dept: City Recorder



City Manager Approval

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Subject: Reevaluation of Transient Occupancy Tax (TOT) Fund Allocation for the Coastal Christmas Elves downtown decorating, parade and Santa event.

Recommended Motion:

Motion to amend the allocation to the Coastal Christmas Elves downtown decorating, parade and Santa event to \$2,000.

Financial Impact:

An additional \$1,000 allocated from TOT revenues set-aside for tourism promotion.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

On August 27, 2018, Council approved a \$1,000 allocation to the Coastal Christmas Elves, reducing the TPAC recommended amount by \$1,000. At the September 10, 2018 Council meeting, Mayor Pieper asked that this matter be brought back to Council for reconsideration of approval of the full \$2,000 requested amount.

Attachment(s):

- a. Event Funding Application Packet

|  |             |  |                            |
|--|-------------|--|----------------------------|
| Event Title: <u>Town decorating, Parade &amp; Santa Ev.</u>  |             | Amount Requested <u>\$ 2000<sup>00</sup></u>                               |                            |
| Organization: <u>Coastal Christmas Elves</u>   |             |  |                            |
| Event Description: <u>Decorating downtown Brookings. Light Parade.</u><br><u>Santa Chats and Refreshments at Oasis Park.</u> |             |  |                            |
|  |             |  |                            |
| Event Date/s: <u>Dec 1 decorating Dec 8 Santa Event + Parade</u>   |             |  |                            |
| Location: <u>Downtown Brookings &amp; Oasis Park</u>   |             | Location secured? Yes <input type="checkbox"/> No <input type="checkbox"/> |                            |
| Event Goals: <u>To Bring small town Christmas Spirit to Brookings</u>  |             |  |                            |
|  |             |  |                            |
| How will this event be sustained after the first year? _____   |             |  |                            |
|  |             |  |                            |
| Sponsors/Investors: <u>Kathy Breshears &amp; Bob Pieper have invested and will continue.</u>                                 |             |  |                            |
| <b>Event Budget</b>  |             |  |                            |
| Income   |             | Expenses   |                            |
| Fees Collected   | \$          | Facility/Venue Costs   | \$                         |
| Admissions   | \$          | Insurance  | \$ <u>190<sup>00</sup></u> |
| Concessions  | \$          | Advertising  | \$ <u>300<sup>00</sup></u> |
|  | \$          | Supplies   | \$ <u>1400.00</u>          |
|  | \$          |  | \$                         |
| TOTAL  | \$ <u>0</u> | TOTAL  | \$ <u>2090</u>             |
| How do you intend to evaluate the success of your event and determine the number of out of town visitors?                    |             |  |                            |
|  |             |  |                            |
| Contact Person: <u>KATHY Breshears</u>   |             |  |                            |
| Phone: <u>541-412-0674</u>   |             | Email: <u>Breshears JK@gmail.com</u>                                       |                            |
| Mailing Address: <u>17892 Rainbow Rock Rd.</u>   |             |  |                            |
| 52   |             |  |                            |
| If more space is required please attach additional pages   |             |  |                            |