

AGENDA
CITY OF BROOKINGS
PARKS AND RECREATION COMMISSION MEETING
Council Chamber - 898 Elk Drive
October 22, 2009 - 7:00 pm

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF MINUTES

A. Minutes of September 24, 2009

V. PUBLIC APPEARANCES

VI. REGULAR AGENDA

- A. KASPER Program – Raina Stoops
- B. Removal of Azalea Park Volleyball Courts – John Cowan
- C. Mill Beach Access – Gary Milliman
- D. Park Capital Improvement Plan – Gary Milliman
- E. Azalea Park Master Plan – Athletic Fields
- F. Bus Shelter – Gary Milliman

VII. INFORMATION UPDATES/DISCUSSION ITEMS

- A. Easy Manor Park - Commissioner Brown
- B. Lower Stout Park – Commissioner Parrish
- C. Azalea Park Sports Field Rehabilitation – Commissioner Baron

VIII. COMMISSIONER REPORTS/COMMENTS

IX. ADJOURNMENT

A. Next meeting November 19th, 2009

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
September 24, 2009

CALL TO ORDER

Chair Vilelle called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Commissioners Ken Barkema, Tony Baron, Patricia Brown, Frances Hartmann, Tony Parrish, Chair Don Vilelle.

Also present: Gary Milliman, City Manager and John Cowan, Public Works Director

APPROVAL OF MINUTES

- A. **Motion made by Commissioner Parrish to approve the minutes of August 27, 2009 as written; motion seconded and Commission voted; the motion carried unanimously.**

PUBLIC APPEARANCES

None

REGULAR AGENDA

- A. *Removal of Azalea Park Volleyball Courts* – John Cowan Public Works Director requested Commissions thoughts on removal of the volleyball courts. No statistics available on the number of people who use the volleyball courts, public comment provided by audience member indicated she sees families using the court regularly. No net is currently available, area has been somewhat neglected. Commission believes public needs to be made more aware of the availability of the courts; there may possibly be a group willing to start a volleyball league; more signage is needed; and more public input is needed before a decision is made to remove them. **Motion made by Commissioner Parrish to table the matter until the October 22nd meeting to obtain public comment; motion seconded and Commission voted; the motion carried unanimously.**
- B. Rescheduling of November and December 2009 meetings – due to holidays the November meeting will be rescheduled to November 19th and the December meeting will be rescheduled to December 17th. **Motion made by Commissioner Parrish to reschedule the November and December meetings to the third Thursday of November and December; motion seconded and Commission voted; the motion carried unanimously.**

INFORMATION UPDATES/DISCUSSION ITEMS

- A. *Easy Manor Park* – Commissioner Brown presented a report on the opening of Easy Manor Park. Park opened September 15th to a very positive public response and is visited daily by many children and families. Many thanks to everyone who made the park possible. Additional property in the area may be considered for a Phase II of the park to include increased parking. A Kins for Kids donation box is to be installed to comply with the grant conditions, location to be determined. Received request to install a drinking fountain, one was not installed due to expense and vandalism.
- B. *Lower Stout Park* – Commissioner Parrish advised that the Stout Park subcommittee has almost reached the \$2000 amount needed to open an account with the Wild River Foundation who will help with further fundraising. They continue to schedule presentations to groups for sponsorships. KBSC continuing to get park footage for the park program.

COMMISSIONER REPORTS/COMMENTS

Commissioner Brown – has received comments on possible Chetco Point Park improvements including access to Mill Beach, restrooms, replacement of the bridge, removal of non-native plants, and measures to preserve the fragile ecology on Chetco Point. Diane Cavenness would like to put on a powerpoint presentation for the Lower Stout Park subcommittee to show how many birds are in the park and be involved in the planting of the park to keep it bird friendly. Commissioner Parrish will contact her. Received appreciative comments on the new Fifth Street sidewalks, John Cowan advised that the next phase will be sidewalks from Barbra Lane to Ransom

Commissioner Hartmann – congratulated Commissioner Parrish on his state Volunteer of the Year award and complimented Gary Milliman on his public forum newspaper article concerning public safety.

Commissioner Parrish - Stout Mountain Railway is getting ready for Halloween and inviting the public to participate in writing short stories using the railway as the stage/backdrop. Railway pictures will be on display next month at Chetco Pharmacy.

Commissioner Baron – wanted to share that he witnessed a delivery truck jumping the curb and wiped out five azaleas at Bankus Park. Ray's Food Place advised they will replace the plants. Suggested placing landscape rocks in the area to stop trucks from jumping the curb and continuing to do this. Advised he is undertaking the project of excavating/reconditioning the Azalea Park softball fields with Public Works.

Chair Vilelle – advised that Debra Dudley is trying to remove Shirley Hyatt from the Azalea Park Foundation.

Staff – City Manager Gary Milliman advised that the October meeting will include a report on the KASPER program. The next draft of the Capital Improvement Plan will be on the October agenda, one of the items included the installation of a bus passenger shelter at Bankus Park, he has been in contact with Curry Transit who can secure funding to purchase a bus shelter, but they do not have the resources to install it. Pursuing the possibility of a joint venture with them. Commissioner Baron suggested the Commission be involved in the selection/designs of the bus shelters

ADJOURNMENT

With no further business before the Commission, the meeting adjourned at 7:48 pm. Next meeting scheduled for October 22, 2009.

Respectfully submitted,

Don Vilelle, Chair
(approved at October 22, 2009 meeting)

RECEIVED

AUG 24 2009

Per 



Kids' After School Program of Education and Recreation



July 26, 2009

Dear Mr. Milliman,

In response to your letter dated July 20, 2009, requesting updated information concerning the status of the Kids After School Program of Education and Recreation (KASPER), please see below:

1. Current officers of the KASPER organization:
 - a. Raina Stoops, Chair, 541-251-4561
 - b. Bette Moore, Vice Chair, 541-251-3252
 - c. Carolyn Milliman, Historian, 661-755-9640
2. I am under the strong impression that a Quickbooks file was never set up for KASPER. I have plans for this to happen in the near future but in the meantime, I hope the attached bank statement will help suffice until I am able to complete the requested report.
3. A typical day at the Summer 2009 KASPER program started with free play from 8:30-9:30am which allowed for parents to drop off their children, and staff to prepare for the days activities. Breakfast was served at 9:00am. From 9:15-10:30am, children had three choices of activities - an art/craft project, an outdoor game/sport, or an exploratory project. An example of an exploratory project was the building of the mason bee house or using microscopes to study things at a deeper level. At 10:45am, the children again were able to choose from three activities. When special guests arrived we would substitute their program for one of the regular activities. Some of our guests included: Surfriders, Watershed Council, Sign Language development, Master Gardeners, the Curry Pilot, Police Department, Fire Department, guitar teachers, Yoga teachers, crafts with Tiffany and science teachers (space and microbiology). The second activity ended shortly before noon, at which time the children would be escorted over to the cafeteria for the lunch program. Two field trips per session were scheduled, one to the beach and one to Azalea Park. The field trips encompassed the entire KASPER day and again, a choice of three activities was offered during the trip (i.e. tide pool exploration, beach games, nature hike).
4. Our enrollment averaged 46 children per day.

The KASPER 2008 summer program was 8 weeks long and the KASPER 2009 summer program was 7 weeks long. While initially we planned for this program to last through mid-August, Kalmiopsis School Principal, Brian Hodge, asked us to end our program on July 31 due to

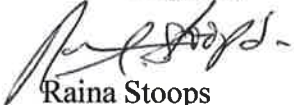
*K.A.S.P.E.R. offers Brookings-Harbor youth an organized, educational
and fun experience in a safe environment.*

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scheduled asbestos removal in classrooms along with the need for teachers to access their rooms earlier this year than the previous year. Due to these requests, and the desire to provide the children with the longest running summer program possible, the KASPER 2009 summer program started two weeks earlier than KASPER 2008 summer program. I don't feel that there was any financial impact on revenues and expenses due to this one week difference in programming time.

I want to thank you for your past, present, and future support of the KASPER program. We are looking forward to continued growth while meeting the needs of children in the Brookings-Harbor area. If at any time you would like more information please do not hesitate to contact me.

Warm Regards,



Raina Stoops
KASPER Chair 2009

*K.A.S.P.E.R. offers Brookings-Harbor youth an organized, educational
and fun experience in a safe environment.*

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**City of Brookings
RECREATIONAL
SERVICES CONTRACT**

CONTRACT NO. _____

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and K.A.S.P.E.R.(Contractor). The City's Project Manager for this Contract is Administrative Services Director.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on July 1, 2008, The work under this contract shall be completed, unless otherwise terminated or extended, on or before September 30, 2009.

2. Statement of Work.

The work under this contract is for conducting a summer recreation program for area youth. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses: 1) A lump sum not to exceed \$15,000. 2) Time and materials not in an assistance manner. Examples are copies, dispensing of handouts, minimal staff time to attend meetings and provide support.

b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.

c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Kids After School Program of Education and Recreation
Contact Name: Chair Phone: 541-661-0133
Fax: _____ E-Mail: Kasper.Brookings@gmail.com
Address: PO Box 772, Brookings, OR
97415
Federal Tax ID #: 93-0899520 State Tax ID #:

Citizenship: Nonresident alien _____ Yes X No
Business Designation (check one): _____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation _____ Government X Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600

Signed by Contractor: Carolyn Mullen, Chairperson 9-4-08
Signature/Title Date

NOTICE TO CONTRACTOR: *This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.*

CITY OF BROOKINGS SIGNATURE

Approved: [Signature] 9/4/08
City Manager or Designee Date

Approved: [Signature] 9-4-08
Administrative Services Director Date

CITY OF BROOKINGS
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor may subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, with the prior written consent of the City Manager. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City, on 90 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 30 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the City shall bear the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

9. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to program development, promotional material, documentation and staff work are the property of Contractor.

The Contractor shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. All such work products shall not be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references..

11. Indemnity and Hold Harmless

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

c. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

12. Insurance

Contractor shall provide insurance for program liability for participants, volunteers, sub-contractors and their own board.

13. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

14. Professional Standards; Errors

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly skilled to perform the services.

15. Governing Law

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Brookings, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Curry County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

16. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A
STATEMENT OF WORK, COMPENSATION
and
PAYMENT SCHEDULE

\$15,000 shall be paid in payments determined by the Administrative Services Director for fiscal period July 1 through June 30. Payment Schedule will be influenced by the demands of the program planning and execution. Fees for service are to cover only a summer youth program as referred to in the Council Agenda Report dated March 10, 2008.

By October of each year following the Summer Season, the Contractor shall present a summary of activity and financial report of the summer recreation youth program to the Parks & Recreation Commission and to the Council for the City of Brookings. By May of each year preceding the Summer Season, the Contractor shall present a proposed summary of activity and financial budget to the Parks & Recreation Commission and to the Council for the City of Brookings.

Any cost overrun to conduct the program shall be the responsibility of the Contractor. Any overage of service fees, program fees and other revenue for the program will be expected in good faith to be carried over for the next summer's youth program. Use of fees outside of this Contract shall be in violation of said contract resulting in immediate termination of Contract and possible refunding of existing contract fees (dispensed or budgeted).

EXHIBIT B

OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

REQUIRED STATUTORY PROVISIONS

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235 Condition concerning hours of labor.

(1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5)(a) ***** [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per

day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

STATUTORY REFERENCES OF INTEREST

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.

EXHIBIT C
PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

☐ **Professional Liability** (*Check Here if Required*) insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for two years after the contract is completed.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance, the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

As used in ORS chapters 316, 656, 657, 671 and 701, "independent contractor" means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

II. BASIC REQUIREMENTS

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
2. The Contractor is customarily engaged in an independently established business;
3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.

III. ADDITIONAL REQUIREMENTS

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:

(Check three or more of the following:)

- ☒ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
 - (b) That is in a portion of the person's residence and that portion is used primarily for the business.

- ☒ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
 - (b) The person is required to correct defective work;
 - (c) The person warrants the services provided; or
 - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.

- ☐ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

_____ The Contractor makes a significant investment in the business, through means such as:

- (a) Purchasing tools or equipment necessary to provide the services;
- (b) Paying for the premises or facilities where the services are provided; or
- (c) Paying for licenses, certificates or specialized training required to provide the services.

☒ _____ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

IV. INDEMNIFICATION

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

V. CERTIFICATION

Contractor and Administrative Services Director certify that the above statements are true and correct.

Carolyn Mullen
Contractor Signature

9-4-08
Date

J. Dunn
Administrative Services Director Signature

9-4-08
Date

Volleyball Court Comments:

Jody Harvey - 412-7402. She is in the process of moving back to her house in Brookings at the end of October. Has been involved in volleyball for many years. She is very interested in keeping the volleyball courts and is in coordinating a volleyball league.

Lisa Green - 661-1363. This past July she started up a group of approximately 25 teens and adults who met every Monday night in August and September and played volleyball on the one good court. On the first Monday they met in August they brought tools and cleaned up the court area. They have quit for the year, but hope the courts will stay so they can resume playing next year.

Renee Marks – Would like to keep volleyball courts, more signage and advertising would help people know where they are.

Unknown Citizen – If they take out the volleyball courts, would like a basketball court put in.

Rich Hayashi – 412-8771. I thought I would throw in a couple of my thoughts about the volleyball courts in Azalea Park. I am not a player so I would not use them myself. On the other hand, I have heard of the effort that was done to get the courts made and the courts are there. I think the main problem, as indicated, is that no one knows about them. Unfortunately, the location is a little bit too isolated. If they were located adjacent to a group picnic area it would probably get a lot of pick-up games. At the present location, it probably needs a little planning to get enough players together. Hopefully a group will step up.

I would wait and, maybe with a little additional publicity, see if someone will step up to get another group going. I think the idea of additional signage at the park should also be pursued.

To plant a seed, consideration should be made for tennis courts in Azalea Park for the future. If the volleyball courts are taken out, this is a possible location, though there may only be room for one court. Tennis is a planned sport but only takes 2 people and isolation is more of a positive than for other activities.

Noah Bruce - I'm confused at why the city would suggest getting rid of the volley ball courts. It is in a perfect location protected from the wind, which is a condition impossible to find anywhere else in the city, except in doors or at Harris Beach when there is no wind. The city needs signs informing those that don't know where the court is and a sign telling individuals to come to city hall to check out a net. This would increase the usage of the court. The checking out of the net isn't complicated either. Let's see. Take a deposit, like the city does for everything, then return the deposit when the net is returned in the same condition. If city hall has a problem with not having someone available to check the net in or out on the weekends, then have police dispatch at the police department do it either full time or on the weekends. They are always there and I doubt any vagrants will come to the police department to check out a net and use it for the construction of their camp site. I also have personally bought a net for this court, due to the fact that I could never get one from the city. You would find that this court in the future will be a great source of entertainment for the youth and those that love the sport. Let's give something to the youth, and quit taking everything away from them. It is bad enough at the school with the lack of money for school programs. We, like many, believe in supporting the children who will soon become an important role in this community. Soon, we will have a college here and you will see the changes for the better in this community.

Thank You for listening to a concerned tax payer.

Barbara Wieneke – Letter to Pilot Editor: Keep volleyball courts at Azalea Brookings' best-kept secret: The hidden volleyball courts in the back of Azalea Park. There are many volleyball enthusiasts in town who would have put them to use had they known they were there. With the delightful present weather, perhaps they will be used before the coming rains, but there is 2010 to look forward to. Add this to another healthy activity available in Brookings.

CITY OF BROOKINGS

PARKS & RECREATION COMMISSION

AGENDA REPORT

Meeting Date: October 22, 2009

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Mill Beach Access and Camping

Background/Discussion:

We recently became aware that the City owns a 25-foot-wide strip of land running from the intersection of Mill Beach Road and Allen Lane to Mill Beach. There is a roadway with deteriorated pavement in this same area, but a survey has found that the roadway is only partially located on the City property. The large portion of the roadway is located on a parallel 25-foot-wide strip of land owned by South Coast Lumber Company. Additionally, the parking area at the base of the road is partially located on City property, the 25-foot-wide South Coast property and adjoining parcel also owned by South Coast.

Members of the City Council have expressed an interest in developing this property for safe vehicular access to Mill Beach, including access to the beach by disabled persons.

Mill Beach-goers can currently park just off the pavement on Mill Beach Road just north (east) of the subject beach road near the sewer lift station. The City right-of-way actually extends only about 10 feet off the pavement surface, so part of the parking is actually on South Coast property.

The Public Works Department estimates the cost of developing the road to Mill beach at about \$7,500 for engineering and \$50,000 for construction. The existing parking area at the base of the road does not meet City standards for emergency vehicles or parking spaces/backing/circulation so would need to be redesigned and additional property acquired. Utilities to service a restroom at the foot of the road would require a 250-foot water extension and a 100-foot sewer extension with a grinder pump. Estimated cost of the grinder pump is \$30,000. We have not developed an estimate for a restroom building. These are very preliminary cost items and estimates. There are also ongoing maintenance issues/costs to be addressed.

Related to the above discussion is the issue discussed at the September workshop involving overnight camping on Mill Beach. There was a division of opinion concerning this matter, with some Councilors favoring the prohibition of overnight camping and others favoring encouraging overnight camping. One of the key issues in the discussion was the lack of sanitary facilities available to beach campers.

This matter was reviewed by the City Council at their monthly workshop on October 5, and was referred to the Parks and Recreation Commission for discussion and recommendation on the following topics:

1. Should the City pursue acquiring through donation the parallel 25-foot-wide strip of land and the property upon which the parking area is located as referenced above.
2. Improving the road and parking area. Single lane? How many parking spaces?
3. Installing a restroom at the base of the road.
4. Securing additional property from South Coast near the sewer lift station on Mill Beach Road. Installing a restroom and improved parking at this location?
5. Camping or no camping on the beach?

Attachment(s): Map of Survey

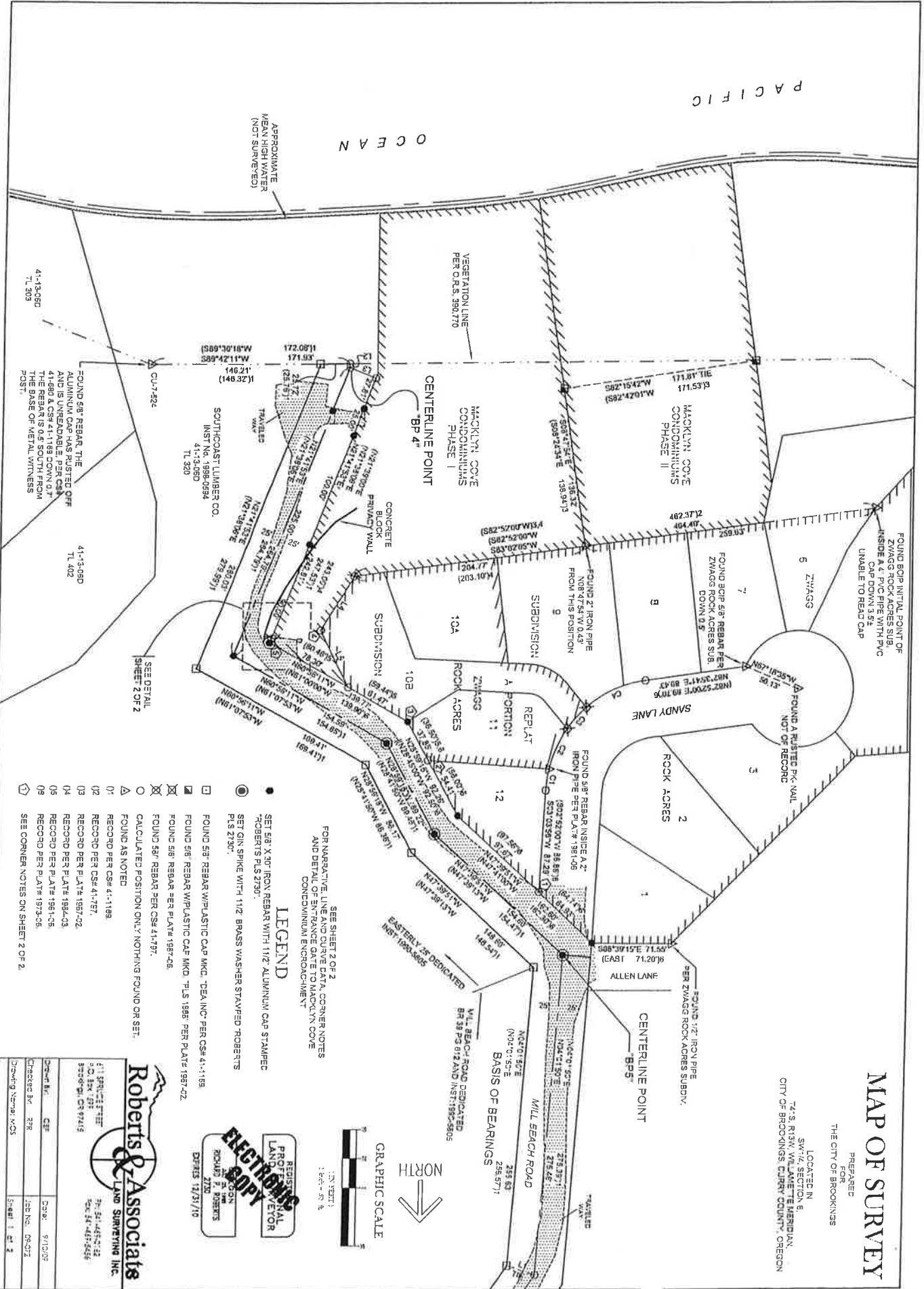
MAP OF SURVEY

LOCATED IN
SW 1/4, SECTION 6,
T4S R13W, E. BENTLEY MERIDIAN,
CITY OF BROOKINGS, CLATSOP COUNTY, OREGON

PREPARED
FOR
THE CITY OF BROOKINGS

PACIFIC

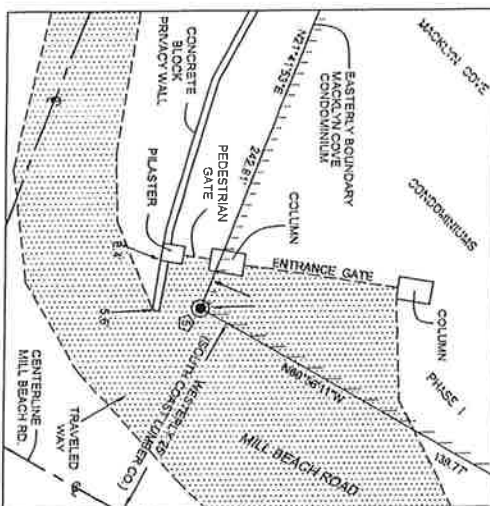
OCEAN



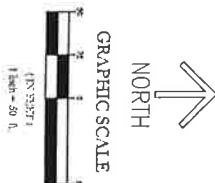
CORNER NOTES

- 1) FOUND 5.8" REBAR N 74.2054° W 4.88' FROM THIS POSITION.
- 2) FOUND 5.8" REBAR N 88.9050° E 1.78' FROM THIS POSITION.
- 3) FOUND 5.8" REBAR N 34.2429° E 1.38' FROM THIS POSITION.
- 4) FOUND 5.8" REBAR N 07.4712° W 1.35' FROM THIS POSITION.
- 5) FOUND 5.8" REBAR N 28.2814° E 1.58' FROM THIS POSITION.

DETAIL FROM SHEET 1 OF 2
SCALE 1" = 10'



LINE	BEARING	LENGTH
L1 71E	N70°53'47"E	25.88'
L2	N00°33'47"E	3.11'
(L2)1	N00°33'47"E	3.05'
L3	N88°18'07"W	25.00'
L4	N01°49'38"E	54.26'
(L4)5	N01°49'38"E	54.26'
L5	N28°37'45"W	54.23'
(L5)6	N28°37'45"W	55.88'



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C1	10°31'00"	100.00'	18.85'	9.20'	N08°18'26"E 18.33'
C15	10°31'00"	100.00'	18.85'	9.20'	N09°07'30"E 18.33'
C2	21°55'42"	100.00'	38.27'	19.37'	N24°32'47"E 39.04'
(C2)5	21°55'42"	100.00'	37.86'	19.23'	N24°32'47"E 38.82'
C3	14°17'58"	100.00'	24.96'	12.54'	N42°39'38"E 24.88'
(C3)5	14°17'58"	100.00'	24.96'	12.54'	N42°39'38"E 24.88'
C4	33°14'00"	100.00'	58.00'	28.84'	N68°25'38"E 57.18'
(C4)6	33°14'00"	100.00'	58.00'	28.84'	N68°15'00"E 57.18'

NARRATIVE

The purpose of this survey was to reestablish right-of-way monuments for that portion of Mill Beach Road located between Sandy Lane and the Ocean Shore Vegetation Line. Following is a brief history of pertinent conveyances and surveys:

- 1) March, 1936 - William Ward died and Elmer Bankus, his partner, became president of Brookings Land and Townsite Company (BLTC) and retained all its assets.
- 2) July, 1939 - Deed Volume 25, Page 504 - BLTC conveyed to Leroy and Jessie Becker a 1.3 acre parcel of land on the ocean bluff at the end of Allen Lane. Also granted was a 50 foot right-of-way easement from the Oregon Coast Highway to the high tide line of the Pacific Ocean over a route that was described with bearings and distances which correspond with the present day location of Mill Beach Road.
- 3) July, 1951 - City of Brookings becomes incorporated.
- 4) May, 1956 - County Survey #41-19 - J.H. Clabby, engineer, surveyed a parcel of land for Elmer Bankus to be leased to Brookings Plywood Corporation. The parcel is located southwesterly of the "Beach Road" and U.S. Hwy 101.
- 5) August, 1972 - Book of Records 25, Page 737 (Warranty Deed) - Elmer Bankus conveyed to Frank and Gladys Cembellin a six acre parcel which will later be known as Zwagg Rock Acres Subdivision (Sandy Lane and adjoining lots) and Macklyn Cove Condominium. The description of the parcel showed the western boundary of the present beach road. An easement for right-of-way was granted over the road from the Oregon Coast Highway to the beach. However, bearings and distances for a width for the easement was not given.
- 6) August, 1973 - Zwagg Rock Acres Subdivision Plan 1973-06 - H.J. Newhouse surveyed and monumented a plat for Frank and Gladys Cembellin. The plat showed the subdivision boundary to follow along the Western side of a 50 foot wide strip, Mill Beach Road, with a note that the road was not included in the plat.
- 7) September, 1973 - Elmer Bankus dies.
- 8) August, 1974 - Book of Records 35, Page 604 (Warranty Deed) - William Meyer, Mildred Byrne, and Alan Bankus, trustees, conveyed to Brookings Plywood Corporation a large tract of land lying between Mill Beach Road, and Wharf Street. The conveyance did not include that portion of Mill Beach Road lying between the Oregon Coast Highway U.S. 101 and Sandy Lane, but did include that 50.00 foot wide portion of Mill Beach Road lying between those centerline points described as "BP 4" (a centerline point near the beach) and "BP 5" (a centerline point near Sandy Lane intersection).
- 9) May, 1975 - Book of Records 39, Page 612 (Quit Claim Deed) - William Meyer, Mildred Byrne, and Alan Bankus, trustees, conveyed to City of Brookings a 50 foot wide strip of land for right-of-way purposes. The strip was described with courses from centerline point "BP 5" to the Relocated Oregon Coast Highway.
- 10) March 1975 - Book of Records 67, Page 716 (Bargain and Sale Deed) - Brookings Plywood Corporation conveyed to Eastern of a line between centerline points "BP 4" and "BP 5". Parcel I of Tract VI included the 25 wide portion of Mill Beach Road lying Westerly of a line between centerline points "BP 4" and "BP 5".
- 11) October, 1984 - Macklyn Cove Condominium Phase I - D.J. Niemi surveyed the exterior boundaries for a condominium plat he prepared for Frank and Gladys Cembellin. The exterior boundary was shown to follow along the West sideline of Mill Beach Road.
- 12) April, 1980 - County Survey #41-1169 - Silas Davis, III (David Evans & Associates, Inc.) surveyed and monumented the exterior boundaries of the lands of South Coast Lumber Company as conveyed in Book of Records 87 Page 718. The survey purported that South Coast Lumber retained ownership of that portion of Mill Beach Road lying 25 feet Eastern of its centerline. However, the survey did not indicate that South Coast had obtained title to the 25 wide strip lying Westerly of Mill Beach Road centerline between centerline points "BP 4" and "BP 5".
- 13) October, 1990 - Infringement 1990-5805 (Bargain and Sale Deed) - Street Dedication from South Coast Lumber to the City of Brookings for that portion of Mill Beach Road right-of-way lying 25 feet Eastern of its centerline, between centerline points "BP 4" and "BP 5" (BP 5 is located at the North end of Mill Beach Road, near U.S. Hwy 101). The description was prepared by Silas Davis, and did not include any portion of Mill Beach Road lying Westerly of centerline.

Based on the above documents, Mill Beach Road is a 50 foot wide dedicated city street from the Oregon Coast Highway. Southerly along its centerline, to centerline point "BP 5", and from "BP 5" to "BP 4", the dedicated strip of land is 25 feet wide, being on the East side of centerline. (See BR 39 PG 612 and Infringement 1990-5805) Title to the West 25 feet of Mill Beach Road lying between centerline points "BP 4" and "BP 5" is vested in South Coast Lumber Company (see BR 67 PG 716, Parcel I of Tract VI). The record indicates that two private easements were granted from the Oregon Coast Highway to the beach, (see DV 25 PG 504 and BR 25 PG 737). The record does not indicate any written public easement or dedication to the city over the West 25 feet between "BP 4" and "BP 5". However, based on local history, the public has made frequent and uninterrupted use of the "travelled way" indicated hereon that may be sufficient to create a public right of easement through prescription.

Bearings for this re-survey were based on field ties to monuments recovered on the East right-of-way line of Mill Beach Road as set by Silas Davis, III, and shown on county survey #41-1169 to bear North 04°01'50" East. Monuments along the Eastern right-of-way of Mill Beach Road were recovered and held to set the centerline (25 feet from, and parallel with the East sideline) and Western sideline (50 feet from, and parallel with the East sideline). The acreage between existing monuments found along the Western right-of-way varied from 1.7 feet to 3.9 feet. Our survey was expanded to include measurements to additional monuments that define Zwagg Rock Acres Subdivision and Macklyn Cove Condominiums. These measurements confirmed that the monuments found along the Western right-of-way were accurate and were not accepted for this survey.

MAP OF SURVEY

THE CITY OF BROOKINGS

LOCATED IN
SW 1/4, SECTION 6,
T4S, R15W, WILLAMETTE MERIDIAN,
CITY OF BROOKINGS, CURRY COUNTY, OREGON



Roberts & Associates
LAND SURVEYING, INC.

611 Sycamore St. P.O. Box 1597 Brookings, OR 97533	Ph: 541-467-0142 Fax: 541-467-5454
DRAWN BY: CEF	DATE: 6/3/07
CHECKED BY: RPR	ISSUE NO: 07-02
DRAWING NUMBER: 07-02	SHEET 2 OF 2

Park Capital Projects

PARK	CAPITAL IMPROVEMENTS PROJECTS	PRIORITY	Top Overall Priorities	COST ESTIMATE
Azalea Park	Remove Volleyball Area			
	Trail to Botanical Garden			
	Covered Picnic Areas			
	Parking Improvements			
	Pave Trail in SOD area			
	Multipurpose Field	3		\$95,000
	Lundeen Lane Improvements			
	Park Security Trailer			
	Utility System Improvements			
	Athletic Field Restrooms	1	(2)	
	Recondition Existing Fields	2	(4)	
	Purchase Adjacent Five Acres			
	<i>Total Cost for Azalea Park</i>			
				\$
Bud Cross Park	Parking Improvements			
	Larger Basketball Courts			
	Recondition Existing Fields	1	(5)	
	Repairs to Existing Pool	2		
	<i>Total Cost for Bud Cross Park</i>			
Chetco Point				\$
	Parking – Pave	1		
	Education/Signage			
	Restrooms	2		
	Shelter/Gazebo			
Easy Manor Park	<i>Total Cost for Chetco Point</i>			
				\$
	Upgrade Playground Equipment			Completed 2009
	Upgrade Restrooms/ ADA			Completed 2009
	Upgrade Sidewalks/ADA			Completed 2009
Bankus Park/Fountain	<i>Total Cost for Easy Manor Park</i>			
				\$
	Rehab Landscaping	1	(1)	
	Bus Passenger Shelter	2	(3)	
	<i>Total Cost for Bankus Park/Fountain</i>			
				\$

(1-2-3-4-5) Top 5 Overall Priorities

PARK	CAPITAL IMPROVEMENTS PROJECTS	PRIORITY	Top Overall Priorities	COST ESTIMATE
Stout Park	Shelter/Gazebo			
	Picnic Area			
	Restrooms	1		
	Parking Improvements			
	Benches			
	Picnic Table			
	Construct path/access to picnic table			
	Walkway – Lower Stout Park			
	Water Feature – Lower Stout Park			
	Landscaping – Lower Stout Park			
Richard Street Park	Repair Park Signs	2		
	<i>Total Cost for Stout Park</i>			\$
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
	No Projects Planned			
Tanbark Access	Reconstruct roadway, construct turn-around			
	<i>Total Cost for Mill Beach Access</i>			\$
	Community Center 40,000 sf			
	Year Round Heated Pool			
	More Basketball Courts			
	More Baseball & Softball Fields			
	Neighborhood Parks – similar to Easy Manor			
	Convert Mill Pond to Recreational Lake			
	Pet Park			
	More Tennis Courts			
New Parks and Amenities	More Soccer Fields			
	BMX/Bike Park			
	Harris Beach State Park to Dawson Road Bike Path			
Trails/Bike Path				

CITY OF BROOKINGS

PARKS & RECREATION COMMISSION

AGENDA REPORT

Meeting Date: October 22, 2009

Signature (submitted by)

Originating Dept: City Manager

City Manager Approval

Subject: Azalea Park Master Plan – Athletic Fields

Recommended Motion: Discussion and possible motion to revise Azalea Park Master Plan to accommodate new athletic field configuration.

Background/Discussion:

Commissioner Baron has proposed a change in the Azalea Park Master Plan to reorient/relocate one of the softball fields and create an area for the development of a soccer field.

Some months ago, the Soccer Association proposed the development of an area located between the two softball fields at Azalea Park as a multipurpose field, primarily for soccer use. This project has not moved forward due to the cost of developing this site and limited funds. The City Council, acting as the Urban Renewal Agency, authorized using URA funds to install a water line extension to serve this project and a proposed additional snack shack/restroom. The utility work would also include installation of a sewer line to serve the additional snack shack/restroom.

The Master Plan calls for the installation of an additional snack shack generally along the left field foul pole of field #1. Baron notes that this could be a dangerous location given the number and direction of “line drive” foul balls coming from field #1.

Baron’s proposal is to reorient field #1, and shift its location to abut field #2. This would improve the location of the snack shack/restroom. The field area adjacent to Lundeen Lane would then be redeveloped as a soccer field, with hillside seating. See attached map. The new configuration would place the snack shack between the back stops of the two fields. A much safer installation.

Baron reports that significant private donations of materials, equipment and labor could be brought forward to accomplish much of this project. However, the City would need to install the water/sewer utilities, install a storm drain in the fill area between the existing softball fields, and grade/compact that fill area.

A portion of the fill would be relocated to the adjacent canyon, providing a base for the development of additional parking.

While backstops and fencing could be relocated, the City may wish to consider acquiring new backstops as existing backstops/fencing have been relocated several times and do not provide overhead safety screening.

The Public Works Department estimated that it would cost \$60,000 to undertake the drainage and grading activity in the existing fill area.

Attachment(s): New field configuration diagram

AZALEA PARK FIELDS



Legend

- TOWNSHIPS
- CITY LIMITS
- URBAN GROWTH BOUNDARY

PARKING (100)

PAVED PATH

PLAYGROUND / PICNIC AREA

RESTROOM / CONCESSIONS/ STORAGE

SPECTATOR SEATING

PARKING (75)

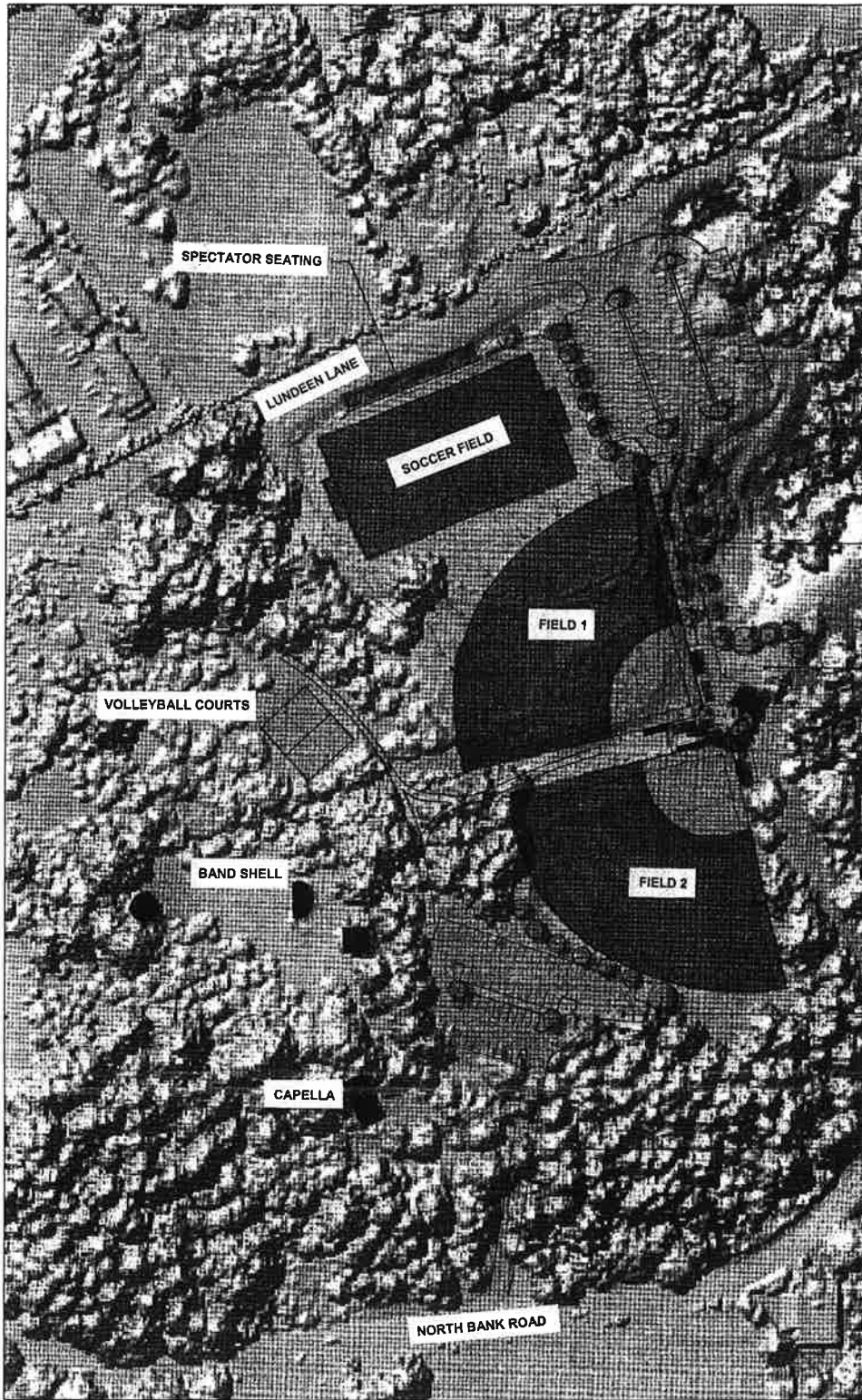
NORTH BANK ACCESS

**BARON
DESIGNS**

ANTHONY BARON
625 CHETCO AVENUE
BROOKINGS OREGON
97415
PH: (541)-469-2706



Scale: 1:1,200

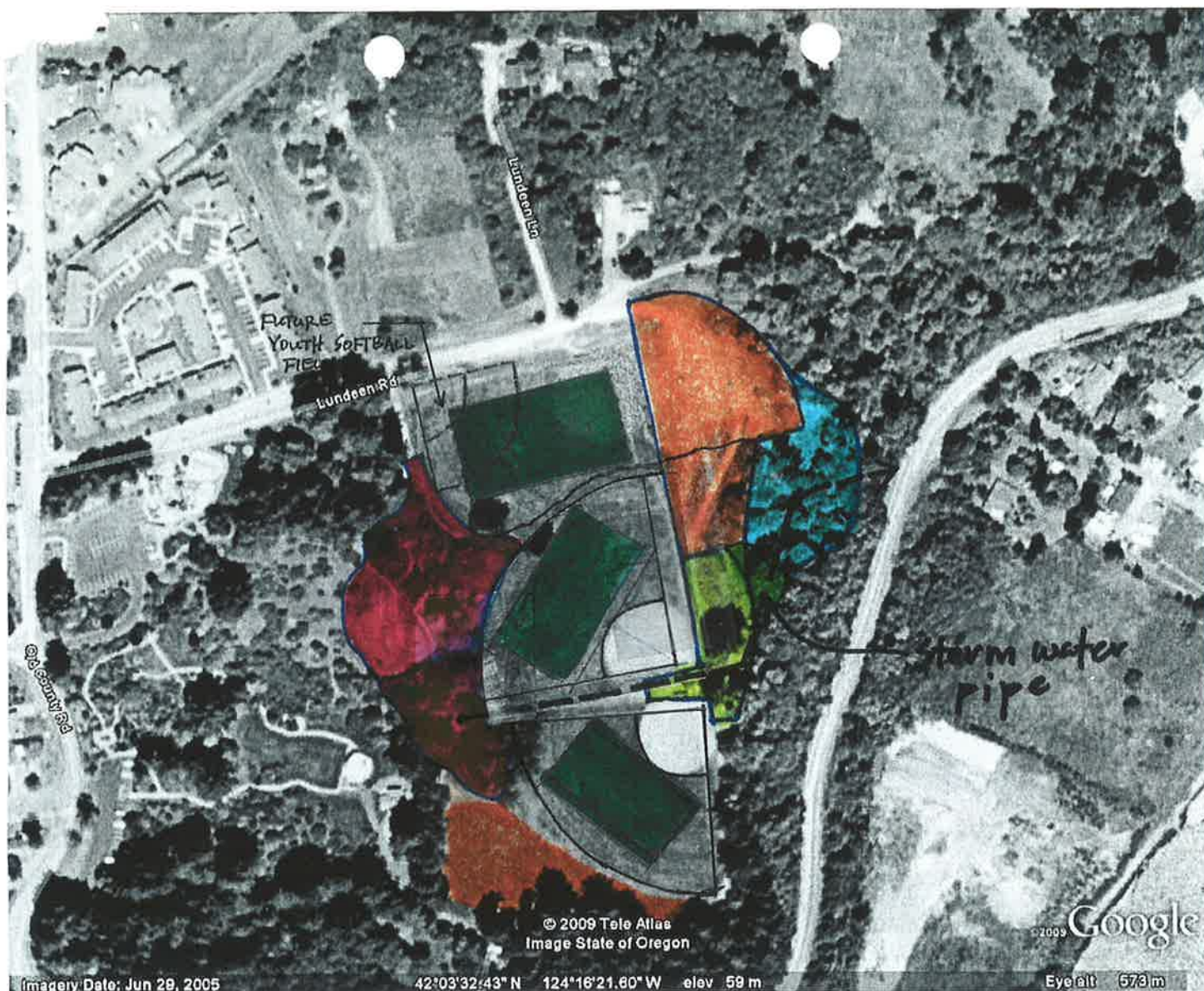


0 120 240 360 ft.






Map center: 42° 3' 29.9" N, 124° 16' 23.5" W

This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

MASTER PLAN



- Softball fields back to back is more functional allowing central location for concessions, restrooms, playground and picnic area in a safer location. Reduction in cost for field lighting as light poles are shared between fields.
- A dedicated soccer field along Lundeen Lane with gentle slope grass bank along Lundeen for spectator seating.
- Existing parking to remain but expanded into area of canyon not yet filled. Fill material to be stripped from existing filled canyon and used to build up expanded parking area as identified on site plan. Fill canyon will provide location for C.O.B to use for fill dumping for several years. Reduction in expenses to city on dumping fees.
- The proposed relocation of softball field 1 to be stripped down to the elevation of existing softball field 2. This will also allow the opportunity to abandon existing storm drain and install new storm drain at a higher elevation.
- Area west of fields potentially developed in the future as picnic areas, dog park, volleyball courts, miniature golf or interpretive paths.

-  Parking
-  Concessions / Restrooms
Picnic Areas / Playground
-  Future Parking / Fill Canyon
-  Soccer Fields
-  Future Park Development