

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, October 22, 2018, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies

1. Mushroom Festival Proclamation [Pg. 2]
2. Red Ribbon Week Proclamation [Pg. 3]

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 October 8, 2018 [Pg. 4]
2. Accept TPAC minutes for September 13, 2018 [Pg. 5]
3. Receive monthly financial report for September 2018 [Pg. 7]

G. Staff Reports

1. Coastal Christmas Elves Park Fee Waiver [City Manager, Pg. 13]
 - a. Park Use and Event Permit Application [Pg. 14]
 - b. Waiver Request Letter [Pg. 16]
2. Nature's Coastal Holiday Funding [City Recorder, Pg. 21]
 - a. Event Funding Application Packet [Pg. 22]
3. Consolidated 911 Dispatching Study IGA [City Manager, Pg. 24]
 - a. Intergovernmental Agreement [Pg. 26]

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, 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 *Proclamation*

WHEREAS, the Wild Rivers Mushroom Festival - the largest of its kind on the Southern Oregon Coast - is coming to Brookings the first weekend in November (Nov. 3rd and 4th) to help promote the increasing interest, knowledge and awareness of mushrooms in our world; and

WHEREAS, crowds of mushroom-lovers and tourists - including those who follow the circuit of fall mushroom festivals in California, Oregon and Washington - will attend this popular and esteemed festival; and

WHEREAS, the Wild Rivers Mushroom Festival, through its many generous donors, sponsors and volunteers, will provide lectures, displays, workshops, field forays, book sales, and a variety of vendors, all to advance the interest, knowledge and awareness of our region's high quality mushrooms; and

WHEREAS, two of the world's leading mushroom experts - Dr. Dennis Desjardin and Dr. Christopher Hobbs – will be presenting lectures; and

WHEREAS, there will be raffles and silent auctions with some exciting big prizes, as well as great local brews and scrumptious mushroom-related food; and

WHEREAS, the City of Brookings recognizes the Wild Rivers Mushroom Festival as the premiere Southern Oregon Mushroom Festival, and encourages all of its citizens and all participants, whether local, national or international, to help support and promote the festival

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, hereby declare the month of November as

Wild Rivers Mushroom Festival Month

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 22nd day of October, 2018.

Mayor Jake Pieper



City of Brookings *Proclamation*

WHEREAS, Substance abuse is damaging to our children and is a contributing factor in the three leading causes of death for teenagers - accidents, homicides and suicides; and

WHEREAS, October 23rd through October 31st, 2018, has been designated **NATIONAL RED RIBBON WEEK** whereby all Americans can show their commitment to drug-free lifestyles; and

WHEREAS, Brookings Emblem Club #265 and the City of Brookings encourage everyone to participate in **RED RIBBON WEEK** to establish an atmosphere that promotes family and individual responsibilities for living drug free, without the use of illegal drugs or the illegal use of legal drugs, and

WHEREAS, the citizens of Brookings are invited to show their support for a drug-free community in which to raise happy, healthy, alcohol, tobacco and drug-free children by wearing and displaying red ribbons during this week;

NOW THEREFORE, BE IT RESOLVED that I, Jake Pieper, Mayor of the City of Brookings, do hereby proclaim the week of October 23rd through October 31st, 2018 to be

Red Ribbon Week

In Witness Whereof, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 22nd day of October, 2018.

Mayor Jake Pieper



City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, October 8, 2018

Call to Order

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

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges, Ron Hedenskog, and Dennis Triglia present; a quorum present.

Staff present: City Manager Janell Howard, City Attorney Martha Rice, Public Works & Development Director Tony Baron, Deputy Public Works Director Jay Trost, and City Recorder Teri Davis.

Media Present: None

Others Present: Three audience members.

Appearances

Oasis Shelter

- Olivia Davis addressed Council informing about the services provided by Oasis Shelter

Oral Requests and Communications from the audience

- No one was present requesting to address Council on non-agenda items

Consent Calendar

1. Approve Council minutes for September 24, 2018
2. Approve Parks & Rec minutes for May 24, 2018

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

Resolution

Safe Routes to School Grant

Public Works and Development Services Director Baron presented the staff report.

Council discussed specifics of the program and project.

Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 18-R-1148, authorizing submission of a Safe Routes to School Grant application for pedestrian improvements on Fern Avenue from Ransom Avenue to the Fern Avenue and Elk Drive intersection.

Staff Reports

Brookings Airport – Planner of Record Selection

Deputy PWDS Director Trost presented the staff report.

Council discussed the process and funding for the Airport Master Plan.

Councilor Triglia recommended the creation of an Airport Advisory Committee. Mayor Pieper directed staff to bring the item back to Council for discussion.

Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to enter into an agreement with Century West as the Planner of Record to provide planning services to the City of Brookings for the Brookings Airport (KBOK).

City Hall Seismic Retrofit – Contractor Selection

Public Works and Development Services Director Baron presented the staff report.

Councilor Hedenskog moved, Councilor Triglia seconded and Council voted unanimously to authorize the City Manager to enter into an agreement with Ausland Group as the prime contractor for the City Hall Seismic Rehabilitation project.

Remarks from Mayor and Councilors

Councilor Hamilton praised Tony Baron and the Parks crew for the great work done at the ball fields.

Councilor Hamilton thanked Coos-Curry Electric Co-op for its donated assistance to the ball fields project.

Councilor Hamilton reminded the public that volunteers are still needed for various committees.

Adjournment

Councilor Hedenskog moved, Councilor Triglia seconded, and Mayor Pieper adjourned the meeting at 7:41 p.m.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2018:

Jake Pieper, Mayor

Teri Davis, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – September 13, 2018

CALL TO ORDER

Meeting called to order at 4:01 PM

1. ROLL CALL

Present: Committee members Candice Michel, Tim Kennedy, Sonya Billington, Dane Tipman, Skip Watwood; Barbara Ciaramella arrived at 4:03, Bob Pieper arrived 4:15.

Also present: Staff Committee Liaison Lauri Ziemer

Introduction of new TPAC member Tim Kennedy

2. APPROVAL OF MINUTES –

Motion made by Candice Michel to approve the minutes of August 9, 2018; motion seconded by Sonya Billington. Committee voted and the motion carried with Dane Tippman abstaining.

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

4. ACTION ITEMS

a. USA Today Campaign – Committee reviewed submitted material and TPAC media budget. No action was taken.

5. INFORMATIONAL ITEMS

a. Azalea Festival Event Evaluation – Committee reviewed the evaluation and discussed expectations for next year.

b. Recent Council Actions – Committee reviewed recent Council actions
- Committee discussed the need for City funding of ongoing events such as Azalea Festival and Coastal Christmas through the budget process not utilizing TOT funding; Dane Tippman will draft a recommendation letter to City Council for Committee action at next meeting.

c. TPAC Budget and Internet Hit Info – Committee reviewed the budget, requested clarification on the Operating Supplies column and what that included.

7. COMMITTEE COMMENTS ON NON-AGENDA ITEMS

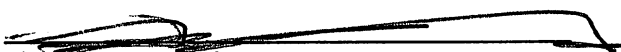
a. Candice Michel suggested creating a Blackberry Festival event

b. Barbara Ciaramella presented guest book from her Visitors' Center with responses to the question asked "How did you hear about our area?" for August. Responses were various and indicated visitors from all parts of the world. Question for next month: "How did you hear about our area and what is your favorite thing if you have been here before?"

8. SCHEDULE NEXT MEETING – Next meeting scheduled for October 11, 2018.

9. ADJOURNMENT – with no further business before the Committee, meeting adjourned at 4:55 pm.

Respectfully submitted,


Skip Watwood, Chair
(approved at October 11, 2018 meeting)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,104,993.00	88,016.97	221,819.40	2,883,173.60	7.1
LICENSES AND PERMITS	117,000.00	9,618.01	30,618.61	86,381.39	26.2
INTERGOVERNMENTAL	258,000.00	9,848.37	50,210.98	207,789.02	19.5
CHARGES FOR SERVICES	172,000.00	1,190.21	31,651.24	140,348.76	18.4
OTHER REVENUE	223,383.00	7,996.32	43,545.90	179,837.10	19.5
TRANSFERS IN	705,572.00	.00	.00	705,572.00	.0
	<u>4,580,948.00</u>	<u>116,669.88</u>	<u>377,846.13</u>	<u>4,203,101.87</u>	<u>8.3</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	27,896.00	2,047.36	6,526.91	21,369.09	23.4
MATERIAL AND SERVICES	10,850.00	701.11	2,228.62	8,621.38	20.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>38,746.00</u>	<u>2,748.47</u>	<u>8,755.53</u>	<u>29,990.47</u>	<u>22.6</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	253,613.00	24,011.91	72,734.50	180,878.50	28.7
MATERIAL AND SERVICES	114,500.00	1,574.26	21,317.30	93,182.70	18.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>368,113.00</u>	<u>25,586.17</u>	<u>94,051.80</u>	<u>274,061.20</u>	<u>25.6</u>
POLICE:					
PERSONAL SERVICES	2,219,583.00	163,795.79	546,820.31	1,672,762.69	24.6
MATERIAL AND SERVICES	187,800.00	15,020.57	42,706.14	145,093.86	22.7
CAPITAL OUTLAY	240,000.00	.00	.00	240,000.00	.0
DEBT SERVICE	63,807.00	14,311.98	14,320.81	49,486.19	22.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,711,190.00</u>	<u>193,128.34</u>	<u>603,847.26</u>	<u>2,107,342.74</u>	<u>22.3</u>
FIRE:					
PERSONAL SERVICES	191,291.00	15,580.54	60,460.57	130,830.43	31.6
MATERIAL AND SERVICES	97,000.00	4,564.38	22,643.77	74,356.23	23.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,579.00	.00	.00	30,579.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>318,870.00</u>	<u>20,144.92</u>	<u>83,104.34</u>	<u>235,765.66</u>	<u>26.1</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	180,315.00	13,227.23	40,284.35	140,030.65	22.3
MATERIAL AND SERVICES	90,800.00	1,417.21	6,734.24	84,065.76	7.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	271,115.00	14,644.44	47,018.59	224,096.41	17.3
PARKS & RECREATION:					
PERSONAL SERVICES	282,199.00	19,909.26	62,084.59	220,114.41	22.0
MATERIAL AND SERVICES	103,500.00	5,988.06	21,016.02	82,483.98	20.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	48,383.00	4,031.88	12,095.64	36,287.36	25.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	434,082.00	29,929.20	95,196.25	338,885.75	21.9
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	226,445.00	16,573.03	51,234.39	175,210.61	22.6
MATERIAL AND SERVICES	33,700.00	844.85	14,539.56	19,160.44	43.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	260,145.00	17,417.88	65,773.95	194,371.05	25.3
SWIMMING POOL:					
PERSONAL SERVICES	62,187.00	4,480.77	55,849.18	6,337.82	89.8
MATERIAL AND SERVICES	39,000.00	7,100.21	15,990.31	23,009.69	41.0
CAPITAL OUTLAY	2,500.00	.00	.00	2,500.00	.0
	103,687.00	11,580.98	71,839.49	31,847.51	69.3
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	148,000.00	18,469.25	32,446.50	115,553.50	21.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	358,907.00	.00	.00	358,907.00	.0
CONTINGENCIES AND RESERVES	628,093.00	.00	.00	628,093.00	.0
	1,135,000.00	18,469.25	32,446.50	1,102,553.50	2.9
	5,640,948.00	333,649.65	1,102,033.71	4,538,914.29	19.5
	(1,060,000.00)	(216,979.77)	(724,187.58)	(335,812.42)	(68.3)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	520,000.00	113,049.15	186,419.67	333,580.33	35.9
OTHER REVENUE	14,650.00	129.00	8,112.50	6,537.50	55.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>534,650.00</u>	<u>113,178.15</u>	<u>194,532.17</u>	<u>340,117.83</u>	<u>36.4</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,076.00	16,263.43	50,263.31	154,812.69	24.5
MATERIAL AND SERVICES	207,000.00	8,371.37	49,866.80	157,133.20	24.1
CAPITAL OUTLAY	95,000.00	760.46	760.46	94,239.54	.8
DEBT SERVICE	22,238.00	1,717.00	5,151.08	17,086.92	23.2
TRANSFERS OUT	46,612.00	.00	.00	46,612.00	.0
CONTINGENCIES AND RESERVES	118,724.00	.00	.00	118,724.00	.0
	<u>694,650.00</u>	<u>27,112.26</u>	<u>106,041.65</u>	<u>588,608.35</u>	<u>15.3</u>
	<u>694,650.00</u>	<u>27,112.26</u>	<u>106,041.65</u>	<u>588,608.35</u>	<u>15.3</u>
	<u>(160,000.00)</u>	<u>86,065.89</u>	<u>88,490.52</u>	<u>(248,490.52)</u>	<u>55.3</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,661,000.00	137,831.63	569,990.47	1,091,009.53	34.3
OTHER INCOME	51,000.00	3,100.00	16,535.00	34,465.00	32.4
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,712,000.00</u>	<u>140,931.63</u>	<u>586,525.47</u>	<u>1,125,474.53</u>	<u>34.3</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	400,962.00	33,289.53	103,683.57	297,278.43	25.9
MATERIAL AND SERVICES	198,400.00	4,325.53	46,577.44	151,822.56	23.5
CAPITAL OUTLAY	50,000.00	7,697.98	15,440.61	34,559.39	30.9
DEBT SERVICE	8,722.00	2,782.89	3,579.67	5,142.33	41.0
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>682,084.00</u>	<u>48,095.93</u>	<u>169,281.29</u>	<u>512,802.71</u>	<u>24.8</u>
WATER TREATMENT:					
PERSONAL SERVICES	30,424.00	1,601.76	4,798.57	25,625.43	15.8
MATERIAL AND SERVICES	462,925.00	36,871.63	93,224.69	369,700.31	20.1
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	6,389.00	2,782.89	3,579.67	2,809.33	56.0
TRANSFERS OUT	687,650.00	.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>41,256.28</u>	<u>101,602.93</u>	<u>1,273,313.07</u>	<u>7.4</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>89,352.21</u>	<u>270,884.22</u>	<u>1,786,115.78</u>	<u>13.2</u>
	<u>(345,000.00)</u>	<u>51,579.42</u>	<u>315,641.25</u>	<u>(660,641.25)</u>	<u>91.5</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,183,300.00	264,963.15	800,418.70	2,382,881.30	25.1
OTHER REVENUE	15,000.00	.00	.00	15,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,193,800.00</u>	<u>264,963.15</u>	<u>800,418.70</u>	<u>2,393,381.30</u>	<u>25.1</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	570,336.00	43,218.40	132,479.88	437,856.12	23.2
MATERIAL AND SERVICES	250,200.00	2,609.44	34,690.52	215,509.48	13.9
CAPITAL OUTLAY	25,000.00	.00	9,100.00	15,900.00	36.4
DEBT SERVICE	8,722.00	2,782.89	3,579.67	5,142.33	41.0
TRANSFERS OUT	177,359.00	.00	.00	177,359.00	.0
	<u>1,031,617.00</u>	<u>48,610.73</u>	<u>179,850.07</u>	<u>851,766.93</u>	<u>17.4</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	39,878.00	2,403.86	7,184.58	32,693.42	18.0
MATERIAL AND SERVICES	895,225.00	71,544.05	170,813.81	724,411.19	19.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	6,389.00	2,782.89	3,579.67	2,809.33	56.0
TRANSFERS OUT	1,509,923.00	.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>76,730.80</u>	<u>181,578.06</u>	<u>2,585,104.94</u>	<u>6.6</u>
	<u>3,798,300.00</u>	<u>125,341.53</u>	<u>361,428.13</u>	<u>3,436,871.87</u>	<u>9.5</u>
	<u>(604,500.00)</u>	<u>139,621.62</u>	<u>438,990.57</u>	<u>(1,043,490.57)</u>	<u>72.6</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

URBAN RENEWAL AGENCY FUND


	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	586,211.00	2,339.70	7,484.15	578,726.85	1.3
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.11	.89	1,999.11	.0
TRANSFERS IN	650,000.00	.00	.00	650,000.00	.0
	1,238,211.00	2,339.81	7,485.04	1,230,725.96	.6
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	76.02	76.02	34,923.98	.2
CAPITAL OUTLAY	842,472.00	.00	.00	842,472.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	1,328,211.00	76.02	76.02	1,328,134.98	.0
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	1,328,211.00	76.02	76.02	1,328,134.98	.0
	(90,000.00)	2,263.79	7,409.02	(97,409.02)	8.2

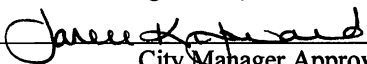
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 22, 2018

Originating Dept: PWDS




Signature (submitted by)


City Manager Approval

Subject: Park Fee Waiver Request for Coastal Christmas Elves

Recommended Motion: To waive park use fees for the Coastal Christmas Elves use of Oasis Park on December 8, 2018.

Financial Impact: Loss of \$61 in fee revenue.

Reviewed by Finance & Human Resources Director 

Background/Discussion:

The Coastal Christmas Elves decorate the downtown area with wreaths, Christmas lights and decorations for the month of December. This is the fourth year they have held this event and are requesting a fee waiver of \$61.00 for the December 8th tree lighting event in Oasis Park and Christmas parade.

Attachment(s):

- a. Park Use and Event Permit Application
- b. Waiver Request Letter



Oasis Park decorated for Christmas

PARK USE APPLICATION PERMIT

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

CITY USE ONLY		Rec'd Date: <u>9-20-18</u>	By: <u>hy</u>
Department:	By:	Date:	Approved
Parks			Y / N
Public Works			Y / N
Fire			Y / N
Police			Y / N
Finance Dept.			Y / N

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

Event Date(s): 12/8/18 to / / Time: am/pm to am/pm Day(s): M/T/W/R/F/Sat/Sun

No. of participants (each day): @100+/- Nature/Name of Event: Christmas Parade/Tree Lighting ceremony

Organization: Coastal Christmas Elves

Contact Person: Kathy Breshears Phone #: 541-412-0674 Cell #:

Mailing Address: 17892 Rainbow Rock Road

email: breshearsjk@gmail.com Return deposit to:

PARK/LOCATION: (Check all that apply)

- ☐ Azalea ☐ Bud Cross ☐ Easy Manor
☐ Bankus ☐ Skate Park ☐ Chetco Point
☐ Stout ☐ Tennis Courts ☒ Oasis
 Other:

AZALEA PARK AREA: (Check all that apply)

- ☐ Gazebo ☐ Bandshell/Stage ☐ Concession Stand – Bandshell
☐ Lawn area ☐ Kidtown Picnic Area ☐ Restrooms only – Bandshell
☐ Softball Field 1 ☐ Field 2 ☐ Multiuse Field ☐ Concession Stand – Softball
☐ Restrooms only – Softball
 Other:

Check Yes or No to each of the following:

- Will you be renting picnic tables? ☐ Yes ☒ No Qty: Delivery
- Is this event free? ☒ Yes ☐ No If no, how will funds be secured/protected?
- Will amplification equipment be used? ☒ Yes ☐ No If yes, noise level must be contained within the immediate area.
Describe purpose/type:
- Will alcohol be served? ☐ Yes* ☒ No Will alcohol be sold? ☐ Yes* ☐ No If yes, must obtain Liquor License
*Additional requirements – see page 8 of application
- Will merchandise be sold? ☐ Yes ☒ No By whom/ Describe purpose/type:
- Do you want to place temporary signs? ☒ Yes ☐ No (Requires prior Park Supervisor approval – see page 1)
Describe quantity, location, type:

LIABILITY STATEMENT/AGREEMENT

I/We agree to abide by all applicable federal, state, and local laws, regulations, and ordinances which pertain to the use of said property and agree to pay for any damage to same, as a result of use. I/We agree to hold the City, its officials and employees, harmless from any liability resulting from use of said property and to obtain any and all required permits and/or business licenses required by the City.

THE CITY OF BROOKINGS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR INCLEMENT WEATHER

The undersigned agrees to pay for any and all damages occurring during the reserved period. User agrees that the deposit paid herewith will be applied toward damages to the facility or its contents during the reserved period. Any of the deposit not applied to damages will be applied first to unpaid rental fees with any excess refund to user. Normal wear and tear as determined by the City of Brookings shall not be considered damage. User also acknowledges that he/she has read and understands the Rules and Regulations for Brookings City Parks and has reviewed all pages of the application. **APPLICANT: It is the applicant's responsibility to obtain required insurance, permits and/or licenses prior to the event and provide proof to the City.**

Applicant Name (PRINT): Kathy Breshears / hy

Applicant SIGNATURE: Kathy Breshears / hy Date: 9/20/18

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

Submitting Fee Waiver Req to CC

PARK USE FEE/REQUIREMENT WORKSHEET



THIS PAGE FOR CITY USE ONLY:

Use	# of people	City Resident	Non Profit	User Fees	Deposit Fees	Restrictions/Comments
Park <u>Oasis</u>	<u>100-200</u>	<u>Y</u> N	<u>Y</u> N	\$ <u>22</u>	\$ <u>22</u>	
Bandshell/Stage		Y / N	Y / N	\$	\$	
Concession Stand w/restrooms - \$82.00				\$	\$	
Concession Restrooms ONLY - \$25.00				\$	\$	
Picnic Tables: Qty _____ @ \$20 each				\$	\$	
TOTAL				\$ <u>22.-</u>	\$ <u>22.-</u>	
Check #					<u>Deposit</u>	
City Receipt #						

Other Requirements

Additional Information/Comments

☐ Site Plan
 ☐ Map
 ☐ On-site visit required. Date: _____ Time: _____ am/pm

☐ City Business License

☐ Liquor License - Required to sell alcoholic beverages (Must obtain license through the Oregon Liquor Control Commission)

☒ Proof of Insurance

☐ Security No. of Officers: _____ Comments: _____

☐ Temporary Signs Park Supervisor Approval: ☐ Yes ☐ No

Comments: _____

Department Comments: Parade Map/Insurance Provided

22.-
39
61.-

☐ Security Deposit refund submitted on: _____ Amount: \$ _____

☐ Deposit not returned/reason: _____

☐ Event cancelled on: _____ Fee returned: ☐ in full ☐ partial Amount refunded: \$ _____

Reason for refund: _____



September 21, 2018

Brookings City Council

Coastal Christmas Elves are planning their 4th annual downtown Brookings Christmas decorating which includes decking Chetco Avenue with wreaths, Christmas lights, and decorations starting in December.

We are also planning a Christmas parade with Santa starting at Azalea Middle School and ending at Oasis Park with a tree lighting event, Christmas caroling and Santa visits on December 8th.

We would like to request a waiver of fees for Oasis Park and the event/parade permit totaling \$61, which could go towards purchasing additional Christmas wreaths and decorations.

We look forward to Happy Holidays in Brookings!

Kathy Breshears
541-412-0674



CITY OF BROOKINGS EVENT PERMIT REQUEST

Annual Event #2

- ☐ Car Show
☐ Flea Market
☐ Farmer's Market
☒ Parade — *AMS to Oasis Park*
☐ Block Party
☒ Other: *Decorating Brookings Dec 1*

12-8-18 - Parade 9AM - 2:00PM

Date(s) of event: *Dec 8 Parade & Santa Event* Times: *4:00 - 7:00 PM*

Name: *Kathy Breshears*

Address: *17892 Rainbow Rock Rd.*

Telephone: *541-412-0674*

Email: *BRESHEARS JK @ Gmail .com*

CITY PERSONNEL ONLY:		Rec'd: <i>9/20/18</i>	By: <i>by</i>
Department	By	Date	Comment
Parks			Y / N
Public Works			Y / N
Fire			Y / N
Police			Y / N
Finance Dept.			Y / N

Please sign, date, and deliver to the next Dept. If comments apply, please note on "Comments - City Use Only."
 RETURN TO LAURIZ. Distributed: _____

Permit Fees:

1. \$39.00 Permit Fee/\$10 per recurrence
2. \$_____ Barricade/Cone Delivery Fee
3. \$327.00 Barricade/Cone & Sign Use Fee -- Refundable upon return.

Location of barricades/street(s) to be closed:

DAK ST. between *CHETCO AVE* and *Railroad Ave*
 (name of street) (name of street) (name of street)

This is a: ☐ New Event ☒ Annual Event – held the last *3* years

Will alcohol be served? ☐ Yes ☒ No Will alcohol be sold? ☐ Yes ☒ No If yes, must obtain Liquor License
 If alcohol to be served/sold must provide diagram of serving area to be cordoned off and advise who is serving.

☒ I have spoken to and obtained permission from the neighbors who will be affected by this street closure (see reverse side for signatures, addresses & phone numbers).

☒ \$1.0 Million Certificate of Insurance provided. (Required to transfer liability for injury/damage from City to person or organization conducting the activity. Certificate must name the City of Brookings as an additional named insured.)

☒ Hold City Harmless Agreement

Please fill out and return in person with permit fees to: City Manager's Office, City Hall, 898 Elk Drive, Brookings.

Once your request has been approved, you will be notified with dates the City of Brookings will deliver and pick up (during regular business hours) barricades, signs and cones for this event (\$300.00 use fee will be refunded upon return of these items). It is the permittee's responsibility to erect, maintain and remove barricades and cones and return them to location of delivery.

Note: Requests must be received NO LATER THAN ten (10) business days prior to the event.

City Use Only:	Copy to: <input type="checkbox"/> Public Works <input type="checkbox"/> Police <input type="checkbox"/> Fire	Permit No. _____
<input type="checkbox"/> Certification of Insurance <input type="checkbox"/> Hold Harmless Agreement	\$_____ paid on _____	Receipt # _____
Comments: _____		
Barricade/Cone/Sign drop off date: _____		
Barricade/Cone/Sign pick up date: _____		
Barricade/Cone/Sign deposit returned: _____		

Submitting CC Fee Waiver Reg

I have spoken to and obtained permission from the following neighbors who will be affected by this street closure.

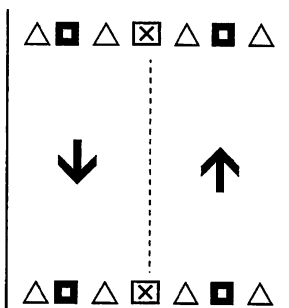
Kathleen Bushner
Signature – Permit Applicant




[illegible]

May attach additional pages if needed

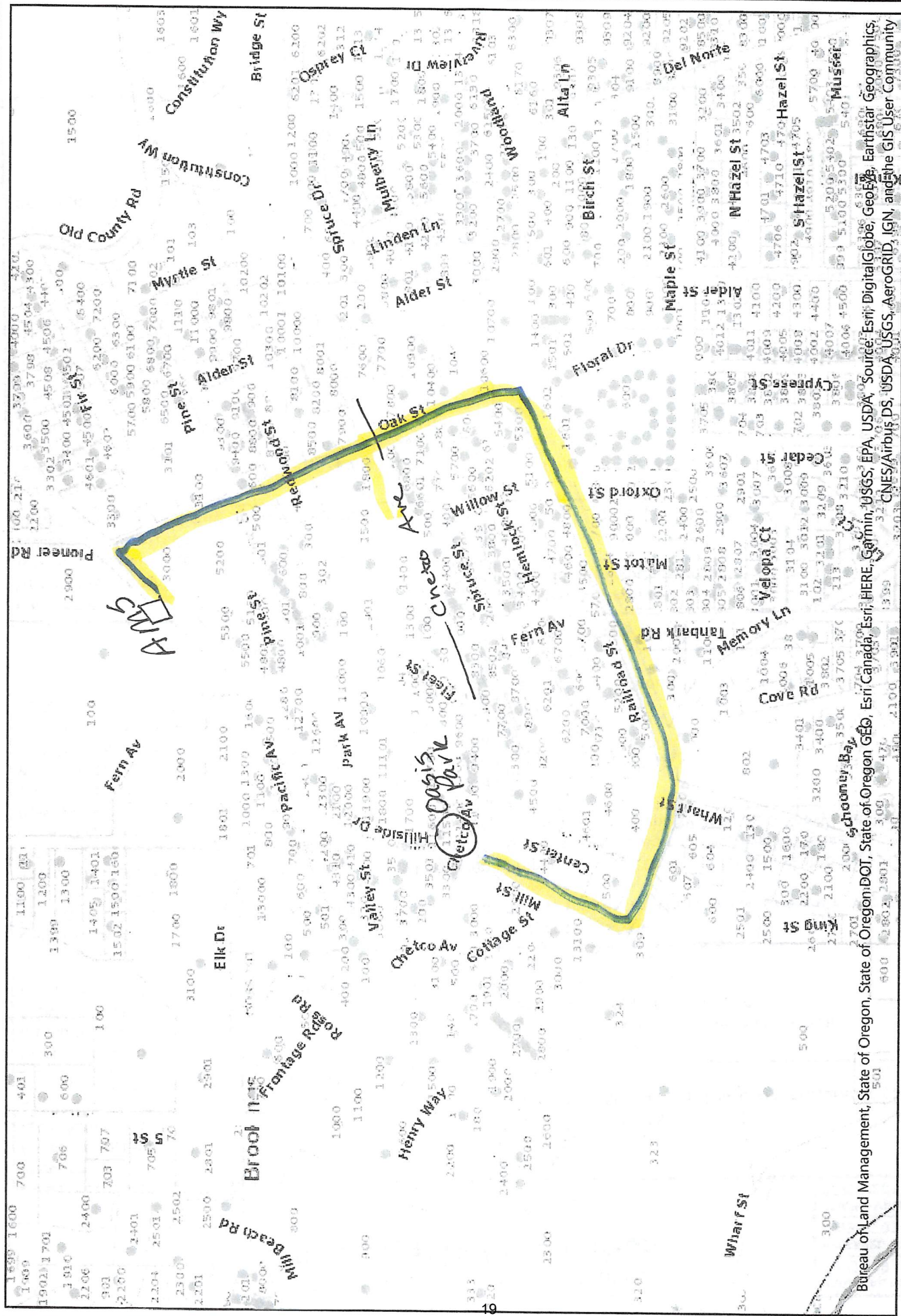
Please provide a diagram of the area you will be blocking off indicating where cones and barricades will be placed.

When setting up road closures place barricades, signs and cones as indicated below.



 = Cones
 = Barricade with Flashers
 = Sign Barricade ↔ Detour





ArcGIS Web Map



Lane County, Oregon



The information on this map was derived from digital data on the Lane County regional geographic information system. Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying records. Current plan designation, zoning, etc., for specific parcels should be obtained from the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, rectification of any errors will be appreciated.

Bureau of Land Management, State of Oregon, State of Oregon GEO, Esri, HERE, Garmin, USGS, EPA, USDA, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Event General Liability Insurance Proposal & Application

Payment Outstanding

PROPOSAL NUMBER 1327609
PREPARED ON 07/30/2018
PRICING VALID UNTIL 08/06/2018 (7 days)



PREPARED FOR Coastal Christmas Kathy Breashers 17892 Rainbow Rock Road, Brookings, OR 97415 Phone: 5414120674 Email: breashearsjk@gmail.com	LICENSED AGENT Gerald Ross Agency Inc Brookings, OR 97415 Phone: 5414693144 Email: julie@ross-insurance.com																				
PROPOSAL CREATED BY Gerald Ross Agency Inc Brookings, OR 97415 Phone: 5414693144 Email: julie@ross-insurance.com	INSURED BY Evanston Insurance Company NAIC: 35378 Rating: A.M. BEST A(Excellent) XV																				
COVERAGE LIMITS <table style="width: 100%;"> <tr> <td>Each Occurrence (Includes Bodily Injury and Property Damage)</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>General Aggregate</td> <td style="text-align: right;">\$2,000,000</td> </tr> <tr> <td>Medical Payments</td> <td style="text-align: right;">\$5,000</td> </tr> <tr> <td>Liquor Liability</td> <td style="text-align: right;">Host Included</td> </tr> <tr> <td>Waiver of Subrogation</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Additional Insured(s)</td> <td style="text-align: right;">Included</td> </tr> <tr> <td>Hired & Non-Owned Auto</td> <td style="text-align: right;">Not Included</td> </tr> <tr> <td>Deductible</td> <td style="text-align: right;">\$1,000</td> </tr> </table>	Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000	Personal & Advertising Injury	\$1,000,000	Products / Completed Operations Aggregate	\$1,000,000	General Aggregate	\$2,000,000	Medical Payments	\$5,000	Liquor Liability	Host Included	Waiver of Subrogation	Not Included	Additional Insured(s)	Included	Hired & Non-Owned Auto	Not Included	Deductible	\$1,000	POLICY COVERAGE INTENT This is just an brief overview, see policy for exact coverage. Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.
Each Occurrence (Includes Bodily Injury and Property Damage)	\$1,000,000																				
Personal & Advertising Injury	\$1,000,000																				
Products / Completed Operations Aggregate	\$1,000,000																				
General Aggregate	\$2,000,000																				
Medical Payments	\$5,000																				
Liquor Liability	Host Included																				
Waiver of Subrogation	Not Included																				
Additional Insured(s)	Included																				
Hired & Non-Owned Auto	Not Included																				
Deductible	\$1,000																				
	COST BREAKDOWN <table style="width: 100%;"> <tr> <td>Premium</td> <td style="text-align: right;">\$120.00</td> </tr> <tr> <td>Stamping Fees</td> <td style="text-align: right;">\$15.00</td> </tr> <tr> <td>Tax</td> <td style="text-align: right;">\$2.76</td> </tr> <tr> <td>Policy Fee</td> <td style="text-align: right;">\$51.69</td> </tr> <tr> <td>Risk Purchasing Group Membership Cost</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Premium	\$120.00	Stamping Fees	\$15.00	Tax	\$2.76	Policy Fee	\$51.69	Risk Purchasing Group Membership Cost	\$0.00										
Premium	\$120.00																				
Stamping Fees	\$15.00																				
Tax	\$2.76																				
Policy Fee	\$51.69																				
Risk Purchasing Group Membership Cost	\$0.00																				
	Outstanding Policy Cost \$189.45																				
EVENT DETAILS Where is your event? OR Total days of coverage you need? 37 Estimated total attendance? 250 Christmas Tree Lighting Decorating Event	UNDERWRITING QUESTIONS See Underwriting Document																				
COVERAGE TERM Dates of Coverage: 12/01/2018, 12/02/2018, 12/03/2018, 12/04/2018, 12/05/2018, 12/06/2018, 12/07/2018, 12/08/2018, 12/09/2018, 12/10/2018, 12/11/2018, 12/12/2018, 12/13/2018, 12/14/2018, 12/15/2018, 12/16/2018, 12/17/2018, 12/18/2018, 12/19/2018, 12/20/2018, 12/21/2018, 12/22/2018, 12/23/2018, 12/24/2018, 12/25/2018, 12/26/2018, 12/27/2018, 12/28/2018, 12/29/2018, 12/30/2018, 12/31/2018, 01/01/2019, 01/02/2019, 01/03/2019, 01/04/2019, 01/05/2019, 01/06/2019																					
ADDITIONAL INSURED(S) (SHOWING 2 OF 2) <table style="width: 100%;"> <tr> <td style="width: 50%;"> City of Brookings 898 Elk Drive Brookings, OR 97415 </td> <td style="width: 50%;"> Oregon Department of Transportation 307 Highway 42 Coquille, OR 97415 </td> </tr> </table>		City of Brookings 898 Elk Drive Brookings, OR 97415	Oregon Department of Transportation 307 Highway 42 Coquille, OR 97415																		
City of Brookings 898 Elk Drive Brookings, OR 97415	Oregon Department of Transportation 307 Highway 42 Coquille, OR 97415																				

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 22, 2018

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval


Subject: Transient Occupancy Tax (TOT) Fund Allocation for the Nature's Coastal Holiday light display event.

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC): Motion to allocate a \$3,000 grant to the Nature's Coastal Holiday light display event.

Financial Impact:

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

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

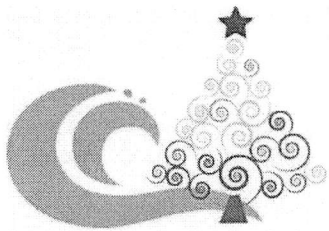
Leslie Wilkinson representing Nature's Coastal Holiday submitted a request for \$5,000 in funding assistance for the holiday light display event scheduled for November 23-December 28, 2018. The funds will be used to cover a new, more aggressive marketing and advertising campaign focused on the Rogue Valley and northern California.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at its meeting of October 11, 2018. At that meeting, TPAC recommended unanimously to grant a reduced amount of \$3,000 in TOT funding to the Nature's Coastal Holiday event.

Attachment(s):

- a. Event Funding Application Packet

Event Title: <u>Festival of Lights</u>		Amount Requested <u>\$ 5,000</u>	
Organization: <u>Nature's Coastal Holiday</u>			
Event Description: <u>Christmas Light Display with over 500,000 lights and hundreds of displays</u>			
Event Date/s: <u>11/23-12/28/2018</u>			
Location: <u>Azalea Park</u>		Location secured? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Event Goals: ¹⁾ Provide high-quality event to visitors both local and out-of-area. ²⁾ Increase out-of-area visitors by advertising in publications, TV and radio.			
How will this event be sustained after the first year? <u>N/A</u>			
Sponsors/Investors: <u>over 90 local sponsors</u>			
Event Budget			
Income		Expenses	
Fees Collected	\$	Facility/Venue Costs	\$
Admissions	\$	Insurance	\$
Concessions	\$	Advertising	\$ 10,000
	\$	Supplies	\$
	\$		\$
TOTAL	\$	TOTAL	\$
How do you intend to evaluate the success of your event and determine the number of out of town visitors?			
<u>Success evaluated by revenue. Track out-of-area visitors via Raffle tickets and field survey.</u>			
Contact Person: <u>Leslie Wilkinson, Board Member-NCH</u>			
Phone: <u>830.521.5621.</u>		Email: <u>lawsrod1@sbcglobal.net</u>	
Mailing Address: _____			
If more space is required please attach additional pages			



Nature's Coastal Holiday
Festival of Lights

PO Box 6928
Brookings, Oregon 97415

naturescoastholiday.com
EIN 93-1256343

naturescoastalholidaybrookings@gmail.com

Tourism Promotion Advisory Committee
Bob Pieper Sonya Billington
Dane Tippman Candice Michel
Barbara Ciaramella Tim Kennedy
George Watwood

October 11, 2018

Dear TPAC Members,

Nature's Coastal Holiday is pleased to present this proposal for your review. We look forward to working with you to promote Brookings and this year's Festival of Lights to be held from November 23rd to December 28th.

Nature's Coastal Holiday had over 25,000 attendees last year. We actively promoted our event in tourism magazines, the local newspaper and radio station. This year, we have enlarged our scope of advertising to include the Grants Pass/Medford/Northern California and the entire Oregon Coast. We have large ads in 101 Things to Do, Mile-by-Mile and have a new partnership with KTVL CBS CH-10 in Medford. During this year we have been active adding new displays and participating in events to increase awareness of the Festival of Lights and Brookings as a great holiday family outing.

We have seen measurable success. We have talked with 100's of people from out of our area who were surprised to find such an off-season event being held. In fact, many purchased tickets for our raffle, The Great Holiday Hoopla Giveaway to support our fund raising efforts regarding the Capella Parking Lot improvements. Raffle tickets will be on sale during the Festival of Lights allowing us to continue to gauge our advertising success. In addition, we will be canvassing our attendees during our event.

We are now seeking funds to help off-set some of the expense of our promotion. Our proposal requests \$5,000 in funding from TPAC. We feel that our success last year and our commitment to promoting our event and the City of Brookings demonstrates that your support is well-placed.

Nature's Coastal Holiday looks forward to your support.

Respectfully Submitted,

Leslie Wilkinson

Leslie Wilkinson, Board Member-Public Relations
Nature's Coastal Holiday

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 22, 2018

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

Intergovernmental Agreement with Curry County and Portland State University regarding the study of consolidated 911/dispatch services

Recommended Motion:

Authorize City Manager to sign agreement with Curry County and Portland State University for the study of consolidated 911/dispatch services at a total cost to the City of up to \$17,500.

Financial Impact:

Total cost of \$17,500 to be paid from the General Fund (public safety) and 911 Fund .

Background/Discussion:

Since before the inception of the 9-1-1 system, there have been two Public Safety Answering Points (PSAP) in Curry County; one operated by the Curry County Sheriff and one operated by the Brookings Police Department.

The two PSAPs were necessary in the telecommunications era which existed at the time. Technology has advanced significantly and topography is no longer a determinate issue. It is unusual and inefficient to have two PSAPs serving a community of 23,000 population.

The City initiated discussion with Curry County concerning PSAP/dispatching consolidation in 2013. No progress was made at that time. Topics such as the physical location of the PSAP (i.e. Brookings vs. Gold Beach), transfer of staff from one agency to another, the County's unstable fiscal condition, and lingering technological concerns were among issues that impeded progress.

The City and County initiated new discussions concerning this matter in late 2017. Several meetings were held with the past City Manager, past Interim County Administrator, Sheriff Ward, and past Public Safety Director Wallace and PSAP/dispatch supervisors and initial information has been completed. It was the joint conclusion of that group that the City and County should work towards PSAP and dispatch consolidation, and ultimately form an emergency communications taxing district to provide a firm financial foundation for this vital service.

The group recommended contracting with Portland State University for the development of a feasibility study, draft agreements, budget and method of financing.

On August 1, 2018, County Commissioners directed their staff to develop an agreement with the City to share the cost of a study regarding consolidation of dispatch services. City Attorney Martha Rice has reviewed and worked with County Counsel John Huttel to finalize the attached agreement.

Attachment:

- a. Intergovernmental Agreement with Curry County and Portland State University.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF BROOKINGS
CURRY COUNTY
PORTLAND STATE UNIVERSITY
FOR STUDY RELATED TO PUBLIC SAFETY ANSWERING POINT
NEEDS, CONFIGURATION AND CONSOLIDATION**

RECITALS

A. The Parties to this Agreement are the City of Brookings, an Oregon municipal corporation, Curry County, a political subdivision of the State of Oregon, and the Center for Public Service at Portland State University ("PSU").

B. ORS 190.010 provides that units of local governments may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.

C. The Purpose of this agreement is to split the costs and the work evenly between the City of Brookings and Curry County for tasks outlined in a June 26, 2018 proposal from Portland State University College of Urban and Public Affairs to City of Brookings (Exhibit A). Therefore, subject to the terms of this Agreement, Portland State University will conduct a study and create a report regarding needs, configuration and consolidation of public safety answering points in Curry County.

AGREEMENT

I. GENERAL PROVISIONS

A. Authority

The parties hereto are each authorized by ORS 190.010 to enter into an Intergovernmental Agreement for this purpose. This intergovernmental agreement is to perform jointly an activity that any entity could perform on its own. This agreement does not create any new governmental unit.

II. SCOPE OF SERVICES

Portland State University (PSU) shall:

a. PSU shall review and become familiar with City and County PSAP operations, including but not limited to staffing, service area, customers and equipment. PSU will perform all services outlined in Exhibit A, but wherever that document says "City of Brookings" it will include the same tasks for Curry County. In addition, PSU will include the following tasks under Section C – possible scenarios:

(1) consolidation at City, consolidation at County, and formation of separate entity as potential options for system configuration and governance; and

(2) advantages and disadvantages for each scenario for both the City and the County.

b. PSU shall give regular reports to City and County. Prior to preparing any report, PSU shall verbally share analysis with City Manager, Chief of Police and designated staff; as well as with

County Administrator, County Sheriff and designated staff. Such verbal reports will be through a meeting or teleconference where all are present concurrently. Such meetings shall occur at least monthly, or at such other intervals as agreed. Emails shall be sent to each of the above at the same time.

c. Prepare final report and present results at public meeting once at Brookings and once at Curry County. Either public meeting can be a workshop.

III. CITY OF BROOKINGS RESPONSIBILITIES.

a. Provide PSU access to systems, information and personnel relating to the Public Safety Answering Point; at the time of providing information to PSU, the City shall provide copies to the County.

b. Provide PSU with any and all authorizations PSU needs to obtain from third parties any information relevant to City of Brookings PSAP so that PSU can fulfil its obligations under this agreement;

c. Pay one-half of the work done by PSU. All payments shall be made within 30 days of receipt of invoice.

IV. CURRY COUNTY RESPONSIBILITIES

a. Provide PSU access to systems, information and personnel relating to the Public Safety Answering Point; at the time of providing information to PSU, the County shall provide copies to the City.

b. Provide PUS with any and all authorizations PSU needs to obtain from third parties any information relevant to Curry County PSAP so that PSU can fulfill its obligations under this agreement;

c. Pay one-half of the work done by PSU. All payments shall be made within 30 days of receipt of invoice.

V. COMPENSATION

Portland State shall be paid \$35,000. City and County shall be invoiced monthly. Identical bills will be sent to both the City and the County. The City and the County shall each be responsible to pay one-half of the billed amount. In no event shall either the City or the County pay more than \$17,500.

VI. OTHER PROVISIONS

A. Portland State University (PSU) Status and Subcontracting

1) PSU is not considered a City nor County employee for purposes of compensation, benefits or other personnel related matters. PSU is an independent contractor with respect to the work performed under this agreement.

2) PSU is retained due to special qualifications to perform services as described in Section III. PSU shall not assign this Agreement, any part thereof, or any compensation due thereunder to any party in a subcontractor arrangement, without the written consent of the City or the County.

B. Indemnification. PSU shall hold harmless the City and County from and against all claims, damages, losses and expenses including costs and attorney fees arising out of the performance of the services described herein, or the failure to perform such services, caused in whole or in part by any negligent act or omission of PSU, except to the extent caused by the sole negligence, active negligence or willful misconduct of the County and City. If any action or proceeding is brought against the City or County entities by reason of any claims as above provided, PSU, upon notice from the City or County, shall fund the legal defense of the City or County.

C. Files and Paper and/or Electronic Records

All written material and electronic documentation prepared as a result of this Agreement related to applications are the joint property of the City and County. Upon request PSU shall provide either party with any and all documentation provided by either other party. In the event this Agreement is terminated, all written material and electronic documentation shall be delivered immediately to the City and County. PSU may retain one copy of each document for PSU's records, but shall have no proprietary rights to them. The parties acknowledge that disclosure of the records is subject to Oregon Public Records laws.

D. Ownership of Work Product

All work products of PSU which result from this Agreement are the exclusive property of City and County. Reuse of work product by the City or County for purposes outside the scope of service of this Agreement shall be without liability to PSU.

VII. TERM AND TERMINATION

This Agreement shall be valid upon on signature by all parties. The work shall be completed within 150 days (5 months) of execution of the contract. If PSU determines that the work will not be complete by March 31, 2019, it shall notify the parties and seek a written extension of the deadlines herein.

This Agreement may be terminated by any party without cause under the following procedure:

- a. The party requesting termination shall notify all other parties in writing of its intention to terminate thirty days before the effective date of termination. In such event, or upon request of any party, PSU shall assemble all documents, including electronic documents, in its possession and put them in order for proper filing and closing, and deliver said document the City and County.
- b. In the event of termination, PSU shall be paid for work performed to the termination date.

VIII. AGREEMENT CONTAINS ALL UNDERSTANDINGS

This Agreement represents the entire agreement between the parties, and supersedes all prior agreements, either written or oral. No oral agreement or representation by any officer, agent or employee of either party made during or after the execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

IX. MODIFICATION & SEVERABILITY

No modification of this Agreement shall be valid unless in writing and signed by the parties. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the invalid provision had never been included in the Agreement.

X. DISPUTES

If a dispute should arise regarding the performance of this Agreement or compensation for work performed under this Agreement, the parties hereby agree to make good faith and reasonable attempts to settle the dispute through subsequent agreement. In the event that a dispute continues, PSU is required to continue performing under this Agreement pending resolution of the dispute. Nothing in this procedure shall prohibit the parties from seeking legal remedies available to them after they have made a good faith and reasonable attempt to resolve the dispute pursuant to the provisions of this section. In the event of litigation arising out of the performance of the obligations of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other litigation expenses.

Executed and effective on the date last written below.

Clark Schroeder, Administrator
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Date

Janell Howard, Manager
City of Brookings
898 Elk Avenue
Brookings, OR 97415

Date

Phil Keisling, Director
Portland State University
Center for Public Service

Date

College of Urban and Public Affairs
Mark O. Hatfield School of Government
Center for Public Service



Post Office Box 751
Portland, Oregon 97207-0751
Urban Center 570T
506 SW Mill Street

503-725-8261 tel
503-725-5111 fax
publicservice@pdx.edu
www.pdx.edu/cps

June 26, 2018

Mr. Gary Milliman
City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Gary,

The Center for Public Service (CPS) at Portland State University is pleased to submit this proposal to assess and research, and to develop policy options to reconfigure the South Coast/ Curry regional emergency management dispatch system. Our understanding of the current issues includes:

1. The current county and city dispatch/radio systems are reaching end of life and must be replaced.
2. The revenue mechanisms to support a dispatch system are not efficient.
3. The current system does not facilitate efficient and effective dispatch and collaboration across PSAPs, or across all emergency service providers.

Our plan would be to:

- A. Develop a profile of the current system: Governance and Organizations involved (What is now)
 - In order to develop this profile we would expect a 2 to 3-day site visit in Brookings and the vicinity to gauge the situation.
 - We would define the service area boundaries, understand the budget, assess the condition of the capital equipment, and learn about the political dynamics.
- B. Analyze current system demand performance statistics as a baseline and forecast long-term system demand. This would include analyzing the volume and type of calls now dispatched as well as current staff workload.
- C. Propose possible scenarios regarding how best to operate the dispatch system:
 - Research state law and regulation, and any applicable county and city code and ordinances;
 - Identify industry products and best practices;
 - Based on the system profile, service demand analysis, legal research and interviews, summarize in detail the service situation and issues;
 - Develop a set of scenarios for system configuration and governance;
 - Perform a Cost/Benefit Analysis of each scenario.
- D. Prepare and deliver a written report and final oral presentation (this would involve another site visit to meet with appropriate stakeholders).

Our current plan would entail 120 hours of Senior Staff time as the project core team consisting of:

- Phil Keisling, Director Center for Public Service
- Kent Robinson, Assistant Professor of Public Administration
- Bob Winthrop, Senior Fellow
- Paul Manson, Senior Research Assistant.

This core team may be augmented by experts in certain public safety areas. In addition to the Senior Core team there would be approximately 324 hours of graduate student analysis. CPS would employ graduate students in Public Administration, Public Policy and Urban Studies as part of its mission to educate and develop public service professionals.

Finally we have added about \$3,000 for travel, supplies and contingency. The budget is below:

The total budget of \$35,000 is detailed below.

	Senior Staff	Graduate Student	Total Hours	Element Cost
I. Startup/Close out	4	4	8	\$848
II. Profile of Current Systems: Governance & Organizations (What is now)	26	35	61	\$5,800
III. A. Profile System Demand and Performance Statistics (What is now); and B. Long-term forecast of system demand (future demand).	25	35	60	\$5,620
IV. Research State Law & Regulation; County/ City Ordinances	6	30	36	\$2,040
V. Technical Criteria (Industry products and best practices)	6	25	31	\$1,880
VI. Detailed definition of service situation and issues	6	30	36	\$2,040
VII. Financial Cost/ Benefit Analysis Scenarios	17	50	67	\$4,660
VIII. Prepare / Analyze Governance Scenarios	8	40	48	\$2,720
IX. Prepare Written Report	12	60	72	\$4,080
X. Prepare and Deliver Oral Report	10	15	25	\$2,280
Total Hours	120	324	444	
Rate	\$180	\$32		
Personnel Cost	\$21,600	\$10,368		\$31,968
Travel and Contingency				\$3,032
Total Cost of Project				\$35,000

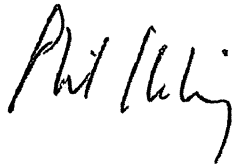
We understand that the City and other jurisdictions in the region may need to move quickly to replace the existing emergency dispatch systems. To support this need, CPS would consider delivering interim reports and presenting preliminary findings in September or October. These early deliveries would be in lieu of the final written report and briefing.

In addition, to the above, we can also develop a proposal for a community input/involvement plan. After we have a better understanding of the full situation, we can work with stakeholders in the region and with public process facilitation experts at PSU to propose a plan on how best to communicate with and involve the community in resolving these issues.

If we can begin this project on July 16th, we believe we should be able to complete it by November 30th.

Thank you very much for reaching out to us and considering this proposal. Please contact me to discuss how we can move forward.

Best regards,

A handwritten signature in black ink, appearing to read "Phil Keisling". The signature is written in a cursive, flowing style.

Phil Keisling

Director,
Center for Public Service
Portland State University



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: October 22, 2018

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

Subject: Resignation of Teri Davis as City Recorder and new Appointment.

Recommended Motion:

Motion to accept resignation from Teri Davis as City Recorder, effective November 2, 2018 and appoint Janell Howard as City Recorder, effective November 2, 2018.

Background/Discussion:

City Recorder Teri Davis submitted her letter of resignation on October 19, 2018, effective November 2, 2018.

The City Recorder position has varied over the last 12 years. I would like to review thoroughly how to best fill this position; and how it might best fit within the City organizational structure. I request that you appoint the City Manager/Finance Director as Recorder in the interim. The Employment Agreement with the City Manager already states that the position shall "oversee work relating to the maintenance of official City records and elections."

Up until 2008, the Finance Director had also been the Recorder, so this is not unusual in Brookings, and is also common in other jurisdictions. The Administrative Aide to the City Manager is currently the backup to the City Recorder, so we will work together to insure those duties are completed.



City of Brookings

898 Elk Drive, Brookings, OR 97415

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

tdavis@brookings.or.us

October 19, 2018

Mayor and Council
City Manager Janell Howard

It has been an honor and privilege to work for the City of Brookings. I thank you all for the opportunity.

Today I accepted an offer of employment in Ohio. My husband and I will be returning to our home state.

Please consider this correspondence as my official resignation, providing a two week notice with my final day of work being November 2, 2018.

Again, I thank you for your kindness and support since my arrival here. I wish you and the City the best.

Respectfully,

Teri Davis

October 22, 2018

Brookings City Council Meeting

I am compelled to address the Council, particularly Mayor Pieper and Councilman Ron Hedenskog, after their presentations at the KCIW candidate forum Thursday 10/18/18.

The primary issues being addressed relate to the decisions, huge expenditures, and political connections with the Curry Health District

There is an extensive history regarding Brookings City officials and the Curry Health District, as well as confusing regulations regarding health facility licensing. However, that doesn't give any excuse for the total lack of transparency and inclusion of Brookings' citizens and the remaining 8,000 plus citizens impacted by your actions, or lack thereof, regarding our very lives.

I tried to obtain the audio recording from the Forum, but it's not available yet. When it is, I will present a "Point by Point" statement to the Council and the press.

- The most significant issues deal with candidates making false statements: Pieper stated he is open & meets with anyone who asks. If that were true, we could have met a year ago (after the Chetco Bar Fire) regarding facts presented and given to him & Gary Milliman at the Workshop in August of last year which dealt with legal OPTIONS for a hospital. Further, his statement about the possibility that change might depend on some people dying is very revealing. What, or who, is the Mayor waiting for? We've already had folks die because of inadequate health care. Most of us are working on goals for the future, even if we aren't here to benefit
- Hedenskog, on the other hand, responded to questions about a hospital in Brookings, which he now states he supports. REALLY? What's he doing to achieve that goal? Aside from that, EVERY response he gave about a hospital and CHD was incorrect: the feasibility study was done by Asante in 2004,

Mayor Hagbom, not Sherman; the assessed Curry Health District taxes have NOTHING to do with an ER or hospital in Brookings; our annexation would have lowered CHD tax assessments & increased our own significantly. WHO was he representing? He, himself, promised an ER without annexation...that was THREE years ago.

- Three Years ago, despite Hedenskog Co-chairing the CHD Annexation PAC, his proposed ballot measure failed by over 63%. EVERY PRECINCT, including the City of Brookings voted AGAINST it...he did NOTHING.
- There has never been a Town Hall, a Public Workshop, a public survey, not even a meeting with the citizens of 97415, despite the fact that we were ALL included in his annexation plan. Perhaps such interactions are limited to governmental entities which provide mutual support of one kind or another.
- How do candidates claim that citizens should vote for the "Tried & True" officials, rather than "new eyes", when they support a candidate for County Commissioner who has never held elected office? Could it again be the CHD connection? CHD's Medical Director, board member, AllCare physicians, etc., are all supporting the candidate Hedenskog has endorsed.
- Hedenskog has indicated he chose to run against Councilman Triglia because he liked his "old seat". What an interesting choice: not his Mayor's seat, or Planning Commission ...or the OPEN one he sat on.

Clearly, time is limited, but if Pieper and Hedenskog truly believe that the current "Top Down" governance they have practiced encourages citizen participation, assessment of varying views, verification of facts to benefit their constituency (& the rest of us) they are either sorely mistaken, or delusional.

Thank you for this opportunity. Hopefully, the citizens able to vote for Brookings officials will thoroughly assess what type of representation they want and deserve