

City of Brookings WORKSHOP Agenda

CITY COUNCIL

Monday January 7, 2019, 4:00pm

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

A. Call to Order

B. Roll Call

C. Topics

1. Creation of the School Resource Officer (SRO) position [Public Safety, Pg. 2]
 - a. Council Workshop Report dated March 5, 2018 [Pg. 3]
 - b. 2002 SRO agreement [Pg. 4]
2. Recreational Vehicle Storage on Streets [PWDS & Public Safety, Pg. 9]
 - a. Dermey Letter of Request [Pg. 10]
 - b. BMC Chapter 10.10.070 [Pg. 12]
 - c. Photo's [Pg. 14]
3. Chetco Spur Right of Way Acquisition [PWDS, Pg. 17]
 - a. ODOT Purchase Agreement [Pg. 19]
 - b. COB Memo - timeline [Pg. 29]
 - c. Map [Pg. 31]
 - d. Code section requiring access easement width of 20 ft. [Pg. 32]
 - e. City letters sent to Allgood/Pletcher [Pg. 33]

D. Council Member Requests for Workshop Topics

E. Adjournment

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

CITY OF BROOKINGS


Council WORKSHOP Report

Workshop Date: January 7, 2019



Signature (submitted by)

Originating Dept: Police Department



City Manager Approval

Subject:

Creation of the School Resource Officer (SRO) position.

Recommendation:

Direct staff to work with Mr. Gallagher in developing an MOU.

Financial Impact:

Approximately \$45,000 yearly for each entity.

Background/Discussion:

On September 13th, 2018, Lieutenant Dotson and I met with Brookings-Harbor School District Superintendent Sean Gallagher to discuss several school related issues. One issue was support for a school resource officer (SRO). Mr. Gallagher was unsure if their budget allowed for their share (50%) of the cost of this SRO (approximately \$45,000). However, Mr. Gallagher agreed to research it.

We again met with Mr. Gallagher on November 20th, at which time he stated he had spoken with his finance director and determined that the school district could fund the approximately \$45,000 for half of the cost of an SRO. He stated he would take it before the school board at their regularly scheduled meeting on December 12th to request permission to work with the City of Brookings and the Brookings Police Department in developing a memorandum of understanding (MOU) for an SRO.

On December 14th, Mr. Gallagher notified me that his board unanimously approved of him working with the City of Brookings and the Brookings Police Department to develop an MOU for an SRO beginning as early as the second half of the 2018-2019 school year.

Attachments:

- a. Council Workshop Report dated March 5th, 2018 discussing the SRO position;
- b. 2002 SRO agreement between the City of Brookings and the Brookings-Harbor School District outlining duties, responsibilities and financial obligations for each entity.

CITY OF BROOKINGS
COUNCIL WORKSHOP REPORT

Meeting Date: **March 5th, 2018**

Submitted by: **Chief Wallace 27813/201**

Originating Dept: **Public Safety**

City Manager: 

Request:

On February 21, 2018, I received an e-mail from City Manager Gary Milliman stating Brookings Mayor Jake Pieper had requested historic information, funding and duties assigned to past School Resource Officers that worked for the Brookings Police Department.

History:

From archival information, it would appear the first School Resource Office in Brookings was established in the mid 1990's. It was a joint partnership with Brookings-Harbor School District 17-C and appeared to be a 50% split in overall costs, with the City of Brookings remaining the primary employer. The SRO program continued for several years until eventually the School District was unable pay their portion and eventually the program dissolved around 2005.

Duties:

See attached document for list of duties assigned to SRO as agreed upon by the City of Brookings and the Brookings-Harbor School District in 2002.

Cost:

(2018) A step 4 Police Officer cost is \$90,000
\$50,000 wages and the remaining \$40,000 are for FICA/PERS/Insurance/Etc.

Attachments:

See attached 2002 School Resource Officer agreement between the City of Brookings and the Brookings-Harbor School District 17-C outlining duties, responsibilities and financial obligations for involved entities.

Recommended Action:

None by staff; Let it be noted there has been no formal request by School District representation to reinstate the SRO program at this time.

file: Police

Brookings-Harbor School District 17-C
Administrative Office - 564 Fern Avenue
Brookings, Oregon 97415
 541-469-7448 - Fax: 541-469-6599

"Good Schools Are a Wise Investment"

August 22, 2002

Leroy Blodgett, City Manager
Brookings City Hall - 898 Elk Drive
Brookings, OR 97415

RE: Copy of Signed Contract for School Resource Officer (SRO)

Hello Leroy,

Enclosed is the City's original copy of the formal written contract with the School District for the School Resource Officer (SRO) Program for the upcoming 2002-2003 school year. As you may already know, the School Board approved this contract agreement at their regular meeting that took place this past Monday night. The enclosed document includes the necessary signatures for formal ratification on behalf of District 17-C.

We are fortunate that the overall SRO Program has been a tremendous success in the past. We are especially pleased with our new SRO Officer, and I am confident that Officer Parker will not only "hit the ground running," but will be a great source of new ideas and energy all throughout the year.

We appreciate your efforts to care of all the details in terms of getting this contract renewed and re-approved for the upcoming school year.

Sincerely,


Dr. Paul Prevenas, Superintendent

ENCLOSURE: Agreement for School Resource Officer (SRO) Program for 2002-2003

cc: Chris Wallace, Chief of Police
Floyd Strandberg, High School Principal
Mike Dillenburg, Middle School Principal
Chris McKay, Elementary Principal
Marvin Parker, School Resource Officer

cc: Police Chief 

ORIGINAL

**AGREEMENT BETWEEN THE
BROOKINGS-HARBOR SCHOOL DISTRICT 17-C
AND THE CITY OF BROOKINGS
FOR SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made and entered into by and between the City of Brookings (City) and the Brookings-Harbor School District (District).

WHEREAS, the City of Brookings and the School District desire a cooperative effort in:

1. Providing a positive image of law enforcement and law enforcement officers for students;
2. Sharing educational resources for instructional programs dealing with law enforcement, health and safety, and drug and alcohol education;
3. Creating an atmosphere of safety and security on school campuses and at school-sponsored activities;
4. Facilitating a more coordinated effort in dealing with youth problems involving school, parents, police, and other community agencies;
5. Assisting school administrators with the District's prohibition of the traffic and use of illegal substances in the District's schools; and
6. Assisting school administrators, as requested, in their work with troubled students.

WHEREAS, the City and the District desire to formalize such a cooperative effort by written agreement; and

WHEREAS, such contracts are authorized under ORS 190.010 et seq.;

NOW, THEREFORE, in consideration of the mutual promise and covenants contained herein, it is mutually agreed as follows:

SRO Agreement between City & School District: 02-03

1. The City shall assign one full-time sworn police officer the position of School/Community Resource Officer (SRO), assigned to the Brookings-Harbor School District during the regular school year (approximately September through mid June).
2. The City and the District shall each name a contact person who will monitor the program. The building principals will be the contact persons at each school to facilitate communication.
3. SROs are employees of the City and subject to the rules and regulations of the City. Program philosophy and general job responsibilities will be mutually determined by the City and the District. General guidance and task supervision are the responsibility of the building principal after assignments have been agreed upon by the SRO's immediate supervisor (City) and building principals and Superintendent.

As a sworn police officer, once involved in an official investigation of criminal activity, the SRO has the following responsibilities:

- 1) Abide by all Federal, State, and local laws and ordinances.
- 2) Report any conflict created by any laws, ordinances, rules, and policies and procedures to the building principal and police supervisor for resolution.
- 3) Perform a thorough investigation of the allegation. Interview and document all involved parties.
- 4) Inform the supervisor of the SRO program of criminal investigations in which the SRO is involved. Depending on the nature of the crime other law enforcement officers may also be notified.
- 5) Present the case to the District Attorney for review at the appropriate times.

Under no circumstances will investigations or referrals to the District Attorney be done without prior knowledge to the school principals and Superintendent.

4. The duties and responsibilities of the SRO shall be as defined below and mutually agreed upon by the City and the District. Such duties shall include, but not be limited to:
 - 1) The SRO will wear the prescribed City uniform of the day with all normal accessories, including a firearm.
 - 2) A marked City patrol unit will be utilized for transportation and support unless otherwise requested by school officials.

- 3) Represent the image of area law enforcement in the School District.
 - 4) Give classroom presentations on topics of mutual interest to the City and the District upon request.
 - 5) Provide information and informal counseling to students as requested by designated school personnel.
 - 6) At the request of the principal, help to establish and maintain a sense of security and order on school campuses by being a visible presence. The SRO shall not, however, act in the capacity of a private security officer.
 - 7) Know and comply with District policies and rules that govern school personnel's work with students in the areas of student confidentiality and rights.
5. The following duties may be assigned as appropriate by the building principal and upon assignment shall be undertaken:
- 1) Make appropriate contacts with parents and other community agencies on such requests.
 - 2) Assist with supervision of after-school activities as requested by the building principal. In accordance with number eight below, the District agrees to reimburse the City for overtime.
 - 3) At the direction of the building principal, conduct motorized patrol of school grounds and nearby streets, and/or direction of traffic at designated points.
 - 4) Enforce criminal laws through investigation and arrests at District schools, and other District properties and building.
 - 5) Enforce District policy as requested.
6. Scheduling of work days, vacation, and other time off during the school year will be aligned with the school calendar and mutually agreed to by the City and the District. Time off during the regular school calendar will be arranged in advance and agreed to by the City and District.
7. The District agrees to reimburse the City for any overtime expenses on specific requests, i.e., dances and athletic events and any other assignment given under Section 6 outside the SRO's normal duty hours. Any overtime expenses generated by the investigation of criminal activities shall be paid by the City.

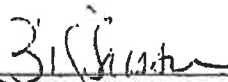
which is not earned because of any termination.

18. IN WITNESS WHEREOF, the parties have caused this contract to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF BROOKINGS

**BROOKINGS-HARBOR 17C
SCHOOL DISTRICT**

By: 
Bob Hagbom, MAYOR

By: 
Brian Larsson, School Board Chairperson

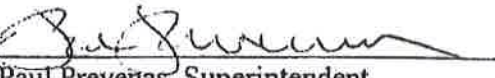
Date: 8.12.02

Date: 8/19/02

ATTEST by City Recorder
this 13 day of August, 2002.


ATTEST by School District Superintendent
this 19 day of August, 2002.

By: 
Paul Hughes, Finance Director/Recorder

By: 
Paul Preveitas, Superintendent

CITY OF BROOKINGS
COUNCIL WORKSHOP REPORT

Meeting Date: January 7, 2019



Signature (submitted by)

Originating Dept: PWDS



City Manager Approval

Subject: Recreational Vehicle Storage on Streets

Financial Impact: none

Approved by Finance & Human Resources Director: 

Background/Discussion:

Staff is seeking direction from Council to pursue a revision to Brookings Municipal Code Chapter 10.10.070 (Prohibited Parking) to include prohibiting the storage of a recreational vehicle more than 72 hours.

Attachments:

- a. Demry Letter of Request
- b. BMC Chapter 10.10.070 (Parking)
- c. Photo's

**1234 Moore Street
Brookings, OR 97415**

December 6, 2018

To the Brookings City Council members:

Mayor Jake Pieper

Councilman Bill Hamilton

Councilman Brent Hodges

Councilman Ron Hedenskog

Councilman Dennis Triglia

Dear Mayor Pieper and Council members:

SUBJECT: Amend City Municipal Code to specify allowed time of RV/Vehicle Storage on city streets

Thank you for allowing constituents to address public safety concerns with the Brookings City Council. Our specific concern regards Sunset Court Apartments, 1215 Moore Street, Brookings, OR where a resident began long term storage of their RV on a public city street beginning around October 2017.

Our primary concern: visibility and safety for drivers (and pedestrians) traveling east on Moore Street, especially in the mornings with the sun rising have the additional burden of a permanently parked behemoth. Drivers cannot see vehicles (or children) driving out of the Sunset Court Apartments driveway where visibility is blocked by this motorhome and Jeep which have been unmoved for over one year now. Actually, the jeep is moved to pull in facing west (wrong street direction) to allow for charging the battery of the motorhome on occasion. The drivers exiting the driveway cannot see vehicles on Moore Street either. They often pull out without stopping and easing forward to make sure vehicles are not present on the street. Additionally, generally three to six children under the age of ten who currently live in the apartments think it's fun to ride their bikes and jump the driveway curb—next to a large, stored (i.e. never moved for months at a time) RV where on-coming vehicles cannot see them until they have ridden into the street. Also, this is a school bus corner, with additional cars present between 7:15 and 7:30 AM and in the afternoon for drop off of children who are taking the bus to school throughout the school year. **THIS IS AN ACCIDENT WAITING TO HAPPEN.**

We have talked with one of the Brookings Police Department officers (Officer Don Miller) on several occasions to see how we could get this concern resolved. Officer Miller has stated that Brookings Municipal code does not specify the length of time a motor home/RV can be "parked" on city streets so there is nothing the Police Department can do.

In many municipalities the code limits the amount of time an RV can be left on the street without it being moved. For example, an RV can be parked for 72 hours to load and unload for a trip, but then must be moved into storage to keep street visibility a priority. Storage is determined to be longer than two weeks and an RV can be ticketed or towed if not moved.

Our question is: Why are Brookings residents allowed to store their vehicles and RV's long term on our City streets? Residents should be able to park their RV to load or unload and even utilize "short term" (up to two weeks?) parking but then move their RV into a storage location, off of city streets. Thirteen months and counting, for a vehicle to remain UNMOVED (look at the grass and dirt growing under this RV) city

Brookings City Council Members

December 6, 2018

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streets, without ever being moved from the same location, (or only rolling it a foot or two every 6 months), **especially when causing ingress and egress visibility concerns**, is not reasonable.

Since this specific RV is parked next to the apartment driveway (about twenty apartments), twenty plus vehicles are in and out of this apartment parking lot all day and throughout evening, where darkness creates even more visibility concerns. Add inclement weather. Again, the lack of visibility is concerning. All egress and some ingress of these moving vehicles are blocked or partially blocked by this RV stored on the city street. What can our City do regarding this issue, not just on Moore Street, but throughout the city's residential and primary thoroughfares? **Certainly addressing this issue by modifying Municipal Code with a reasonable time restriction for parking an RV on the street would give our police officers support for on-street parking issues.**

We appreciate your assistance in going through the proper steps to have a more specific Municipal code which allows RVs to unload and be parked on public streets for a reasonable time frame for reasonable usage, but disallowing storage of the RV on city streets for over two weeks. Certainly one year is reasonably considered long term storage.

Additionally, how practical to have RVs and other vehicles off the streets when the city sweeper drives by! Debris around this particular stored RV on Moore Street is leaving the gutters and our drainage system filled with toxic cigarette butts, leaves, mowed grass clippings, and other growing vegetation and sand and silt curbside since the City sweeper swings around the stored RV. This increases flooding concerns during the rainy season as a result of debris-blocked drain grates. This is unnecessary if the streets can be properly cleared of debris on a regular basis, as intended by paying for street sweeping. And it will keep the asphalt from serious deterioration. The City completed Moore Street asphalt repair and sealing last year. Already it looks like it has never been done.

Thank you for your consideration to resolve long term RV storage moved off of all Brookings owned streets.

Sincerely,

Larry & Kathryn Demry

Larry and Kathryn Demry

Chapter 10.10 PARKING

Sections:

- [10.10.010](#) Method of parking.
- [10.10.020](#) Parking of oversize vehicles.
- [10.10.030](#) Use of loading zone.
- [10.10.040](#) Use of passenger loading zone.
- [10.10.050](#) Stopping, standing, or parking of buses and taxicabs regulated.
- [10.10.060](#) Restricted use of bus and taxicab stands.
- [10.10.070](#) Prohibited parking.

10.10.010 Method of parking.

A. No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb, except where the street is marked or signed for angle parking, in which case motor vehicles shall be parked with the front head-in to the curb at the angle of and between painted stripes or other markings upon the pavement where such head-in parking is indicated.

B. Where parking space markings are placed on a street, no person shall stand or park a vehicle other than at the indicated direction and within a single marked space.

C. Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of or close to a building to which the fire department has been summoned, he shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers. [Ord. 06-O-572 § 1; Ord. 61-O-157 § 10.]

10.10.020 Parking of oversize vehicles.

Any vehicle which because of its size or shape cannot be parked as provided by BMC [10.10.010](#) may be parked outside the restricted or limited parking area of the city in a manner which will not impede or interfere with vehicular traffic. [Ord. 61-O-157 § 11.]

10.10.030 Use of loading zone.

No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials or freight in any place designated as a loading zone during the hours when the provisions applicable to loading zones are in effect. In no case shall the stop in an unmetered loading zone for loading and unloading of passengers and personal baggage exceed 30 minutes, nor the loading or unloading of materials exceed 30 minutes. [Ord. 61-O-157 § 13.]

10.10.040 Use of passenger loading zone.

No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious loading or unloading of passengers in any place designated as a passenger loading zone during the hours when the provisions applicable to passenger loading zones are in effect. [Ord. 61-O-157 § 14.]

10.10.050 Stopping, standing, or parking of buses and taxicabs regulated.

The driver of a bus or taxicab shall not stand or park such vehicle upon any street in any business district at any place other than at a bus stand or taxicab stand, respectively, except that this provision shall not prevent the driver of any taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers. [Ord. 61-O-157 § 15.]

10.10.060 Restricted use of bus and taxicab stands.

No person shall stop, stand, or park a vehicle other than a bus in a bus stand or other than a taxicab in a taxicab stand, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab about to enter or using such zone. [Ord. 61-O-157 § 16.]

10.10.070 Prohibited parking.

In addition to provisions of the Motor Vehicle Laws of Oregon pertaining to prohibited parking, no person shall park:

A. A vehicle upon any bridge or elevated structure used as a street, unless otherwise indicated by lawfully installed signs.

B. A vehicle in any alley for any purpose other than to load or unload materials not to exceed 45 minutes.

C. A vehicle upon any street for the principal purpose of:

1. Displaying such vehicle for sale.
2. Repairing such vehicle except for repairs necessitated by an emergency.
3. Displaying merchandise from such vehicle.
4. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the ordinances of this city.
5. Storage for more than 72 hours, except that a licensed and operable vehicle parked in front of the vehicle owner's residence may exceed the time limit.

D. A vehicle upon any parkway except where specifically authorized.

E. A vehicle leaving a child or children under 12 years of age inside, unless said child or children are uninterruptedly attended by a competent person of at least 18 years of age.

F. A vehicle in violation of the Oregon Vehicle Code or in violation of a parking limitation device. Where maximum parking time limits are designated, moving a vehicle to another parking space within the same block or parking lot shall not extend the time limits for parking.

G. A nonmotorized vehicle or trailer that is not connected to a tow vehicle in city owned or leased parking lots. [Ord. 16-O-758 § 2; Ord. 08-O-602 § 2.]








CITY OF BROOKINGS


COUNCIL WORKSHOP REPORT

Meeting Date: January 7, 2019

Originating Dept: PWDS



Signature (submitted by)



City Manager Approval

Subject: Chetco Spur Right of Way Acquisition

Financial Impact: \$27,400 from Capital Reserve Fund.

Approved by Finance & Human Resources Director: 

Background/Discussion:

Under a 1955 agreement, the State of Oregon conveyed a "road" (Chetco Spur) located near the intersection of Chetco Avenue and Pacific Avenue to the City for roadway purposes. (see attached) The road was never accepted by the City and has not been developed as a formal street. Portions of the road have been used by adjacent property owners for parking. There are no City utilities beneath the road.

One of the three adjacent properties, owned by Allgood/Pletcher, is very small and presents development challenges. City staff believed that all three parcels adjacent to the road would benefit from a vacation of the street and dividing up the ownership among the three owners. However during the process, ODOT required the City maintain a 20' access easement through the subject property. The remaining portions of the access easement could then be sold off or transferred to the adjacent three parcels (see attached map). This could potentially facilitate development of the Allgood/Pletcher parcel.

City staff contacted ODOT staff to discuss this matter and they outlined the following process:

- The City would need to initiate the process by submitting a letter and an application quitclaiming its interest in the road and conveying it back to the State.
- ODOT would then have the property appraised and circulate a proposed vacation to seven prescribed State agencies for comment.
- If there are no objections, ODOT would then offer to sell the property to the City.
- The City would purchase the property from ODOT.
- The City would establish a 20' access easement through the middle of the subject property (a condition of the sale placed by ODOT).
- The City would then develop a plan to split the ownership of the remaining property outside the 20' easement among the three adjacent property owners and offer to sell the property to the three property owners. The goal would be to recover the cost of the purchase from the State and administrative costs through the resale transaction.

The overall goal would be to enhance the private properties (3) for future development and resolve several longstanding issues... such as the present condition where one property owner uses the road as a part of their business parking lot.

Allgood/Pletcher requested to purchase the property from City/ODOT for an estimated value of \$31,500 when the transfer (sale) of the full portion of the property was originally discussed. With the requirement of maintaining a 20 ft. wide access easement coupled with offering to the adjacent private property owners (2) a portion of the surplus property, they are now not interested in participating citing the portion of the property offered is not enough to warrant the process and it wouldn't provide any opportunity for further development of their property.

Staff reached out to the other two adjacent property owners again to confirm interest in the purchase of the remaining portions from the creation of an access easement. One did not respond and the other responded they were not interested in participating in a purchase agreement for the remaining property.

The process with ODOT is now complete with a sale agreement for \$27,400 ready for signatures.

Staff is seeking direction from Council to either pursue the purchase of the surplus property from ODOT with the hope that in the future a purchase agreement with adjoining property owners can be made - or - not purchase the surplus property and leave as is.

Attachments:

- a. ODOT Purchase Agreement
- b. COB Memo - timeline
- c. Map
- d. Code section requiring access easement width of 20 ft.
- e. City letters sent to Allgood/Pletcher



Oregon

Kate Brown, Governor

Department of Transportation
Right of Way Section
4040 Fairview Industrial Drive SE, MS-2
Salem, OR 97302-1142
503-986-3600
Fax 503-986-3625
www.oregon.gov/odot/hwy/row

October 8, 2018

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

RE: ODOT Property Surplus File PM208A-001 (#7700B)

Dear Ms. Howard,

At the City's request, ODOT has approved the surplus of 6,058 square feet, more or less, of land for direct sale to the City of Brookings provided that vehicular access will continue to be available to abutting properties. The property is being sold for the appraised value of \$27,400. The subject property is located between US Highway 101 and Valley Drive and more specifically described in the enclosed Exhibit A.

The City Planner determined on April 10, 2017 that the subject is an illegal lot. It is our understanding from our correspondence with staff that the city intends to develop a 20' wide (or greater) alleyway on the subject for access to abutting properties and may sell/transfer the remaining land to abutting owners following local land use and land division requirements.

Please complete the attached Bid Form and Sale Agreement and return it within 60 days, along with a check payable to the Oregon Department of Transportation:

Aneta Synan, Property Agent
ODOT Right of Way - MS 2
4040 Fairview Industrial Drive SE, Salem, OR 97302

Also attached is Sketch Map, and a Sample Deed with our standard language for special conditions listed as 5(A) through 5(H) in the Bid Form and Sales Agreement.

Once I have received the Sale Agreement and payment, I will provide you with a signed copy of the accepted offer and will send the deed to you for signature accepting the property prior to recording.

Please let me know if the City requires additional time or information. I can be reached at 503-986-3657.

Sincerely,

Aneta Synan
RW Agent

Enclosure

Cc: Anthony Baron, City PW/DS Director

Oregon Department of Transportation

BID FORM AND SALES AGREEMENT

Property Location/Address:
as described on Exhibit A (the "Property")

PM FILE:	PM208A-001
ACQ FILES:	H0472-RW05766; H0472-RW05642
SECTION:	Brookings Section
HIGHWAY:	009 - OREGON COAST
COUNTY:	Curry
MAP NO(s):	5B-18-2
MILEPOINT:	-
EA:	R07700B/003/L31

~~PUBLIC AUCTION~~

~~OPEN BID~~

DIRECT SALE

SALE PRICE: \$27,400

CASH

~~CONTRACT~~

BID TO PURCHASE

BID AMOUNT		\$	<u>27,400</u>
EARNEST MONEY DEPOSIT	—	\$	<u>0</u>
(include check for this amount)			
TOTAL BALANCE DUE FOR			
PURCHASE PRICE	=	\$	<u>27,400</u>

The Bid Amount indicated above is hereby submitted for the purchase of the Property. Upon written acceptance of this Bid Form and Sales Agreement by the STATE OF OREGON, by and through its Department of Transportation, hereinafter referred to as "State," the undersigned as bidder, hereinafter referred to as "Purchaser," agrees to purchase the Property on the terms and conditions in the "Terms of Sale" set forth below, with the Bid Amount being the Purchase Price for the Property.

Accompanying this Bid Form and Sales Agreement is an Earnest Money Deposit in the form of a check payable to the Oregon Department of Transportation, in the amount of the Earnest Money Deposit set forth above.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO ITS WRITTEN ACCEPTANCE OF THIS BID. If the State rejects this bid, it will return the Earnest Money Deposit to Purchaser, without any accrued interest.

Oregon Department of Transportation

TERMS OF SALE

Purchaser agrees to purchase the Property from the State on the following terms and conditions:

1. The Purchase Price for the Property is:

\$ 27,400 (Bid Amount)

2. Purchasers are submitting an Earnest Money Deposit with this Agreement in the amount of \$ NA.

IN THE EVENT THE STATE WITHDRAWS SALE OF THE PROPERTY AFTER A BID IS ACCEPTED, THE EARNEST MONEY DEPOSIT SHALL BE RETURNED TO PURCHASER WITHOUT ANY ACCRUED INTEREST.

3. Purchaser will purchase the Property on a Cash Contract basis.

CASH PURCHASE

Purchaser will pay the State the balance of the Purchase Price (the Purchase Price less the Earnest Money Deposit) in the form of a cashier's check payable to the Oregon Department of Transportation, to be paid within 90 days.

The Property will be conveyed by Bargain and Sale Deed. The State will record the Deed only after the full Purchase Price has been paid and all other conditions of sale have been satisfied.

In the event Purchaser fails to pay the balance of the Purchase Price due in the time specified, all rights of Purchaser in the Property shall cease and all right, title and interest in said real property shall continue to remain vested in the State, free of any claim or equity in the undersigned Purchaser or those claiming through Purchaser, and the State shall retain the Earnest Money Deposit and any interest thereon.

NA (Purchaser's Initials)

Unless and until the Bargain and Sale Deed is executed, Purchaser acquires no right, title, interest or equity in or to the Property and may not take possession of the Property.

CONTRACT PURCHASE

State and Purchaser shall enter into a Land Sale Contract in the State's standard form for the purchase of the Property. The State may record the executed Land Sale Contract or a memorandum thereof.

Interest under the Land Sale Contract shall be _____% per year. Monthly payment will be calculated based on a _____ year amortization, with the entire unpaid balance due within _____ year(s).

Unless and until the Land Sale Contract is executed, Purchaser acquires no right, title, interest or equity in or to the Property and may not take possession of the Property.

Oregon Department of Transportation

4. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

5. The state will convey and Purchaser will acquire the Property AS IS, with all defects, if any. The State will convey only such right, title and interest in the Property as is now vested in the State. Conveyance will be by Bargain and Sale Deed in the State's standard form and will be subject to (a) all standard conditions, restrictions and reservations contained therein, (b) all conditions, restrictions and reservations contained within the Land Sale Contract, if applicable; and (c) the following conditions:

- A. Property is to be sold "AS IS."
- B. The Oregon Transportation Commission's use restrictions on signboards.
- C. The Oregon Transportation Commission's use restrictions on all types of junkyards.
- D. Noise and Air Pollution clause.
- E. Special Assessments, existing restrictions, reservations, and easements, if any.
- F. Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.
- G. Property shall not be used for the operation of any garbage dump or landfill.
- H. The property is not a lawfully established unit of land; legal lot waiver clause to be added to deed.
- I. The City of Brookings shall ensure that vehicular access is provided to abutting properties.

6. Unless specifically provided for herein, the State will not provide title insurance. If Purchaser wishes to obtain title insurance or use an escrow agent in connection with the purchase of the Property, Purchaser may do so at Purchaser's sole expense.

7. Any real property taxes shall be prorated to the date of recording or other date agreed upon by the State and Purchaser.

[remainder of this page intentionally left blank]

Oregon Department of Transportation

PURCHASER'S BID SUBMISSION (if applicable) AND ACCEPTANCE OF TERMS OF SALE

(PRINT NAME OF PURCHASER)

(PRINT NAME OF ADDITIONAL PURCHASER)

By: _____
(Signature of Purchaser)

By: _____
(Signature of additional purchaser)

Name: _____
(Print Name of Person Signing)

Name: _____
(Print Name of Person Signing)

Title: _____
(Print Title, if any, of Person Signing)

Title: _____
(Print Title, if any, of Person Signing)

Date: _____
(Print Date)

Date: _____
(Print Date)

PURCHASER CONTACT INFORMATION

Mailing Address

City, State, ZIP

Phone Number

Email Address

DEED INFORMATION

Please print name(s) exactly as it should be printed on Deed

Mailing Address for Tax Statements

City, State, ZIP

STATE'S ACCEPTANCE OR REJECTION OF BID FORM AND SALES AGREEMENT

- STATE Accepts
- STATE rejects and submits Counter Offer
- STATE rejects

By: _____
STATE RIGHT OF WAY MANAGER

DATE

To Be Sold

A parcel of land lying in Lots 2, 3, 13 and 14, Block 4 of BROOKINGS, situated in Section 6, Township 41 South, Range 13 West, W. M., Curry County, Oregon and being a portion of that property designated as Parcel 2 and described in that Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded November 1, 1940 in Curry County Book of Deeds, Volume 26, Page 88 and that property described in that Warranty Deed to the State of Oregon, by and through its State Highway Commission, recorded October 18, 1940 in Curry County Book of Deeds, Volume 26, Page 75; the said parcel being that portion of said property lying Northeasterly of the following described line:

Beginning at a point on the Easterly line of said Lot 3; said point lying 39 feet Northerly of the Southeast corner of said Lot 3; said point also being a point opposite and 40 feet Northeasterly of the center line of the relocated Oregon Coast Highway at Engineer's Station 752+07.03; thence Northwesterly in a straight line to a point opposite and 50 feet Northeasterly of Engineer's Station 750+80; thence Northwesterly along a line parallel to and 50 feet Northeasterly of said centerline to a point opposite and 50 feet Northeasterly of Engineer's Station 749+17.28.

EXCEPT therefrom that property described in that Bargain and Sale Deed to Brookings Land and Townsite Company, recorded February 27, 1941 in Curry County Book of Deeds, Volume 26, Page 208.

ALSO EXCEPT therefrom that property designated as Parcel 3 and described in that Quitclaim Deed to Elmer Bankus recorded April 13, 1962 in in Curry County Book of Deeds, Volume 64, Page 516.

The center line of the relocated Oregon Coast Highway is described in that Quitclaim Deed to the City of Brookings recorded May 20, 1959 in Curry County Book of Deeds, Volume 55, Page 498.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
January 16, 1996
PAUL JOSEPH MORIN
2746

RENEWS: DEC. 31, 2018

DEED

The STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for the true and actual consideration of \$_____ does convey unto, GRANTEE, Grantee, the property described on Exhibit "A" dated DATE, attached hereto and by this reference made a part hereof.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

- 5(C)
1. Subject to special assessments, existing restrictions, reservations and easements of record, if any.
 2. That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the HIGHWAY NAME Highway abutting on said parcel.

NA
This reservation shall run with the land and shall not be subject to modification, cancellation, or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance shall be construed as conveying any estate, right, title, or interest in and to said abutting public highway right of way or any rights of reversion therein or thereto.

(B)
3. That the above described land shall never be used for the placing or maintenance of any advertising sign, display, or device, except such sign, display, or device used to advertise the activities on said land, or the lease or sale of said land or any portion thereof. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees to enter upon said land and remove, destroy, or obliterate any unauthorized sign, display, or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.

5(C)
4. That no junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees, to enter upon said land and remove or destroy any unauthorized junk, scrap, or other material mentioned above and recover the cost of such removal or destruction from the owner of said land.

TAX STATEMENTS TO:
INSERT ADDRESS

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
PROPERTY MANAGEMENT / ACCESS RESEARCH
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM OR 97302-1142

5(G) 5. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

5(D) 6. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to Grantee and grantee's heirs, successors and assigns in interest, for damages to the land herein described or any buildings, structures, improvements, or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant, or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Grantee and grantee's heirs, successors and assigns covenant not to sue Grantor for any said injuries or damages.

5(A) 7. That Grantee acknowledges that it has examined the above described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Grantee has not relied on any statements or representations from Grantors or any person acting on behalf of Grantors concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the conditions of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing, AS IS, with all defects, if any. Grantee waives, releases and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

5(F) 8. Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

5(H) 9. The property described in Exhibit "A" is not a lawfully established unit of land. Grantee hereby releases Grantor from any and all claims, demands, actions or causes of action, without limitation, whether known or unknown, arising from or in any way related to or referencing that this property is not a lawfully established unit of land, including but not limited to any action under ORS 92.018. Any efforts to make the property a lawfully established unit of land, including but not limited to land use applications, lot line adjustments and annexations, are solely the responsibility of Grantee.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee and grantee's heirs, successors and assigns. Where any action is taken to enforce the above mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, 20_____.

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By _____
Scott C. Claus, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated _____, 20_____. Personally appeared Scott C. Claus, who being sworn, stated that he is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Notary Public for Oregon
My Commission expires _____



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1137 Fax (541) 469-3650

dcolbyhanks@brookings.or.us

TO: Paul Stevens, PWDS Director

FROM: Donna Colby-Hanks, Planning Manager

DATE: April 28, 2017

RE: Chetco Spur Right-of-Way

At the City Council Workshop on August 4, 2014, (CWR attached) the acquisition of a "road" (Chetco Spur) located near the intersection of Chetco Avenue and Pacific Avenue was discussed by City Council. The intent of the acquisition was to increase the size of an adjacent parcel to facilitate development.

At the time the workshop was conducted it was thought that Oregon Department of Transportation (ODOT) conveyed Chetco Spur to the City for roadway purposes. During additional research it was determined that the conveyance had never been recorded and the road remained under the jurisdiction of ODOT.

Summary of process:

- May 28, 2014 meeting with adjacent property owners to determine interest.
- August 4, 2014 City Council Workshop
- May 11, 2015 ODOT advises that an appraisal will be required for sale.
- May 20, 2015 notification of adjacent property owners with cost estimate of real market value \$36,500 to \$78,000. No owners were interested purchasing the land, only having it conveyed to them.
- June 16, 2015 ODOT advises that the ROW was not conveyed to the City and a reconveyance deed would not be required.
- June 30, 2015 City notifies ODOT that there no longer an interest from the adjacent property owners to purchase the ROW.
- May 19, 2016 City receives letter from one property owner, Pletcher, that they are interested in purchasing the property for \$20,000.
- May 26, 2016 City advises Ms. Pletcher that the City is unable to pursue acquisition of the ROW as ODOT stated a preliminary price somewhere between \$31,500 and \$73,000. Pletcher offers \$31,500.
- May 31, 2016 City advises ODOT of offer.

- April 10, 2017 City Staff completes a Land Use Compatibility statement regarding the excess ROW.
- April 27, 2017 City receives notice of surplus real property from ODOT. The notice requests a written notice or email of interest by May 28, 2017 (attached).

The next steps in the acquisition:

- The City provides a written or email notice of interest by May 28, 2017.
- The City enters into a Pre-purchase Agreement or Memorandum of Understanding with ODOT within 60 days of submitting the notice of interest.
- The City contracts with an ODOT approved appraiser for an appraisal.
- The City purchases the ROW.
- Lot line adjustments will be required to transfer the property to adjacent owner(s)
- Access easements for adjacent properties may need to be recorded prior to transfer of the property.

Type of Street**	Minimum ROW (Feet)	Minimum Road Surface Width (Feet)	Pedestrian Improvements
State Highway Arterial ¹	84	70	5 – 12 feet, both sides
Residential Collector	50	36	10-foot multi-use path (in lieu of bike lanes and sidewalk)
Residential Local***	42	28	5 feet, both sides
Residential (Local)*** Maximum of 12 dwelling units taking access ⁶	38	24	5 feet, both sides
Residential (Local)*** Maximum of 8 dwelling units taking access and on-street parking available within 400 feet on this street ²	29	20	5 feet, one side
Downtown Core Area ¹ (See Map 17.92.030-1)	50	36	5 – 8 feet, both sides
Residential One-Way Street ²	34	20	5 feet, both sides
Half Street ^{2, 5}	1/2 of accepted standard	1/2 of accepted standard	5 feet, one side
Access Road Turn-Around	See public works document "General Engineering Requirements and Standard Specifications"		To be determined based on type of turn-around
Commercial/Industrial ¹	58	44	5 – 8 feet, both sides
Commercial One-Way Street	50	36	5 – 8 feet, both sides
Hillside Collector Street ^{2, 3, 4, 9}	27	20	4-foot paved shoulder, one side
Hillside Local Street ^{2, 3, 4, 9} Maximum of 12 dwelling units taking access	23	20	None
Hillside One-Way Street ^{2, 3, 4, 7, 9}	23	16	4-foot paved shoulder, one side
Alley	20	20	None
The following standard is the minimum standard for existing streets. This standard can only be used when the street is serving a limited area and approved by the city council.			
Must be approved by the city council in a local improvement district process ^{2, 8}	30	16	Proposal by applicants

** If bike lanes are proposed, an additional 10 feet of right-of-way will be needed.

*** See layout guidelines in "Neighborhood Street Design Guidelines" document. Low impact development techniques such as landscaped buffers, vegetated swales, parking pavers, etc., are encouraged.



City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1137 Fax (541) 469-3650

TTY (800) 735-1232

dcolbyhanks@brookings.or.us

May 20, 2015

Ronald & Renee Pletcher
00140 Laurence Lane
Brookings, OR 97415

RE: Chetco Ave spur area

Dear Ron & Renee,

The City of Brookings received a request to vacate a spur off Chetco Avenue approximately one year ago. It was determined that the spur area belonged to Oregon Department of Transportation (ODOT). A meeting was held to discuss the different options for this area. Interest was expressed for the City to obtain the property and offering it for sale to the adjacent property owners.

ODOT has provided some preliminary cost figures for the area. They estimate the cost to be between \$36,500 and \$78,000. These figures include the cost for an appraisal to determine the final price. These costs would be split between the three adjacent property owners.

Please contact me to advise whether you are still interested in the City moving forward with the acquisition of land. Don't hesitate to contact me with any questions.

Donna Colby-Hanks
Planning Manager



City of Brookings

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June 11, 2015

Ronald & Renee Pletcher
00140 Laurence Lane
Brookings, OR 97415

RE: Chetco Ave spur area

Dear Property Owners,

The City of Brookings sent a letter in May requesting confirmation that you were interested in a project that involved the acquisition of the spur area referenced above; currently owned by ODOT. Map enclosed. A preliminary estimate for costs between \$36,500 and \$78,000 to be split between the adjacent property owners was included.

Please contact me to advise whether you are still interested in the City moving forward with the acquisition of the land. If no response is received by June 26, 2015, it will be assumed that you are not interested in this project. Don't hesitate to contact me with any questions.

Donna Colby-Hanks
Planning Manager