

City of Brookings **WORKSHOP Agenda**

CITY COUNCIL

Monday September 16, 2019, 4:00pm

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

A. Call to Order

B. Roll Call

C. Topics

1. Fire Department Training Facility [Police, Pg. 2]
 - a. Assessor's Map Area [Pg. 3]
 - b. Satellite View of Property [Pg. 4]
 - c. South Coast Lumber Map of Property [Pg. 5]
 - d. Brookings Fire Proposed Training Site Layout [Pg. 6]
2. Rainbow Rock Service Association – Request for Water Service [PW/DS, Pg. 7]
 - a. Draft Agreement [Pg. 8]
 - b. RRSA Request Letter [Pg. 13]
 - c. Oregon Health Authority Support Letter [Pg. 19]
3. Mill Beach Access Hours [PW/DS, Pg. 21]
4. Affordable Housing [PW/DS, Pg. 22]
 - a. BMC Chapter 17.180 – Workforce Housing [Pg. 24]
 - b. Residential Zoning Bill [Pg. 28]
 - c. Bill Would Ban Local Restriction on Vacation Rentals [Pg. 33]
5. Crosswalk Enhancements – Redwood Theater [PW/DS, Pg. 36]
 - a. Western Systems Quote [Pg. 37]
 - b. ODOT Crosswalk Plan [Pg. 39]
6. Urban Renewal District Projects [PW/DS, Pg. 40]
 - a. Urban Renewal District Map [Pg. 41]
 - b. CAR Downtown Master Plan Update [Pg. 42]

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: September 16, 2019


Signature (submitted by)

Originating Dept: Police Department


City Manager Approval

Subject:

Fire department training facility near the City of Brookings Airport.

Background/Discussion:

The Brookings Fire Department does not currently have a training area where firefighter skills can be taught and sustained. Local burn-to-learn is rare due to neighborhood safety considerations and the live-fire training opportunities provided by the Department of Public Safety Standards and Training are very limited. The development of a training area where our firefighters can “train as they fight” will allow them to hone critical skills while providing for the increased safety of the City of Brookings because of their increased experience and knowledge. This training area will further allow firefighters to practice other aspects of their duties such as vehicle extrication, water pumping, structure collapse, wildland firefighting, etc.

In addition to the training value, these opportunities will promote both recruiting and retention efforts as well as standardization of firefighting efforts with our partners. Our volunteers will have real hands-on opportunities to train which will build their competence and ultimately their confidence. Training standards can be achieved to increase efficiency and effectiveness by having an area large enough for our auto aid and mutual aid agencies to work with us.

A parcel of land adjacent to the airport has been identified as a prime location for this training area. This land was donated by South Coast Lumber to Curry County and came to the city as part of the greater airport property. Significant groundwork has been done to develop the plan for this site. South Coast Lumber assisted in flagging a road that both restricts access to the property while also causing as little impact as possible. Licensed contractor Casey McClennan has offered to donate his time and equipment to build the road. The firefighters association will purchase the equipment necessary for the training site.

Attachments:

- a. Assessor’s Map of Area
- b. Satellite View of Property
- c. South Coast Lumber Map of Property
- d. Brookings Fire Proposed Training Site Layout

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

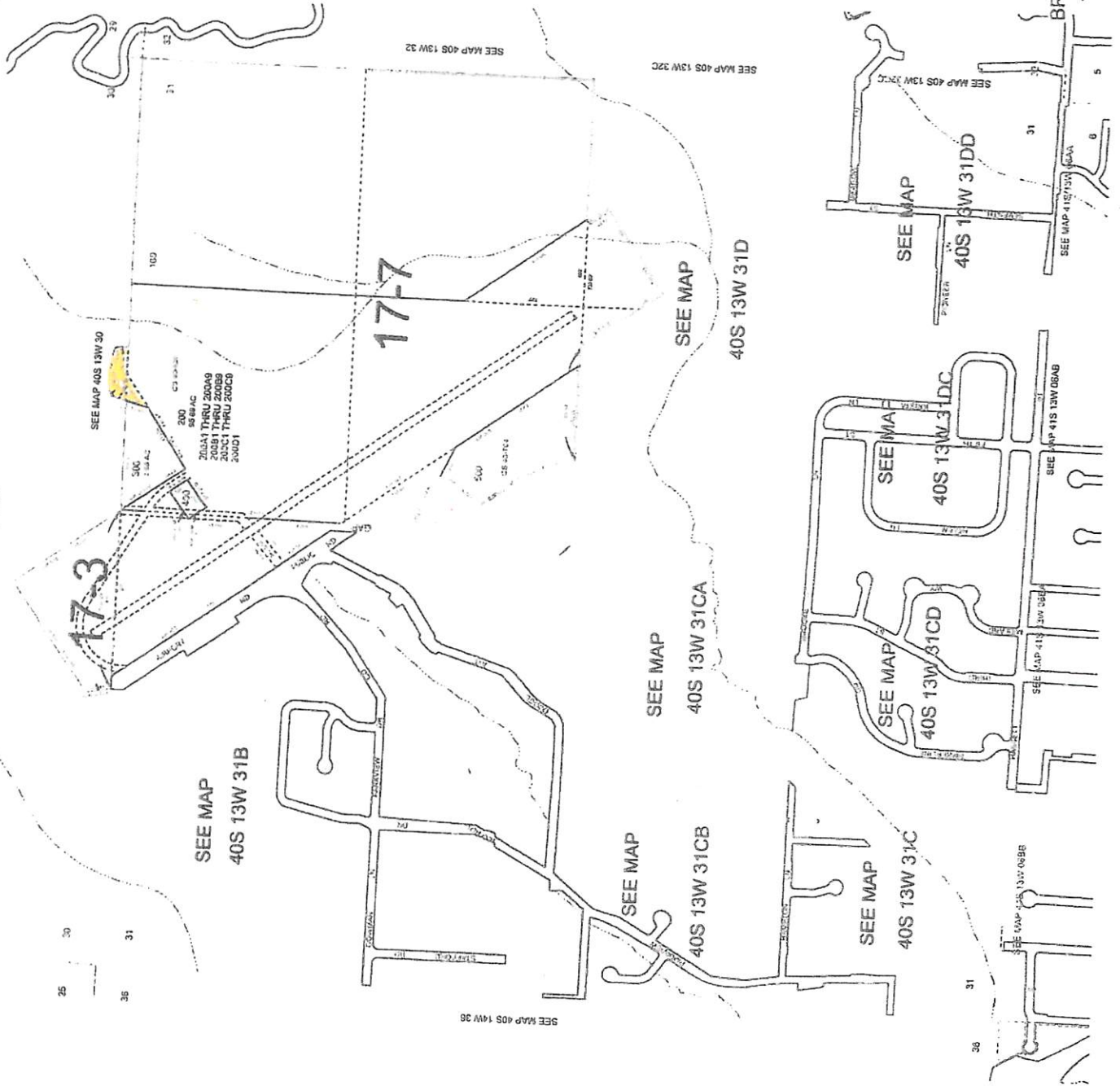


SECTION 31 T.40S. R.13W. W.M.
CURRY COUNTY

1" = 400'

40S13W31
BROOKINGS

CANCELLED:





Google Earth



South Coast Lumber Company

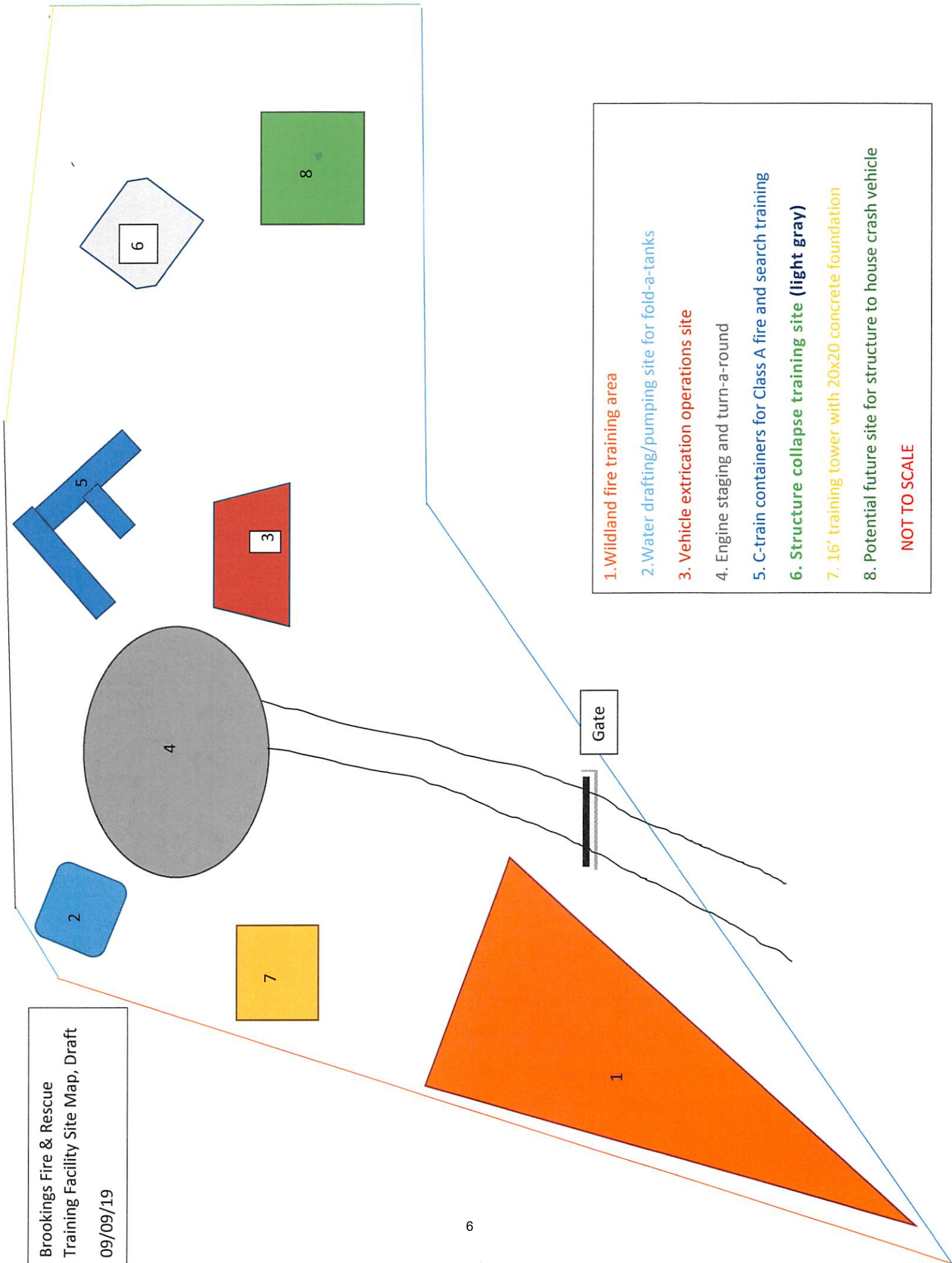


Scale: 1 inch = 200 Feet

Brookings Fire & Rescue Training Facility Site Map, Draft

09/09/19

6



- 1. Wildland fire training area
 - 2. Water drafting/pumping site for fold-a-tanks
 - 3. Vehicle extrication operations site
 - 4. Engine staging and turn-a-round
 - 5. C-train containers for Class A fire and search training
 - 6. Structure collapse training site (light gray)
 - 7. 16' training tower with 20x20 concrete foundation
 - 8. Potential future site for structure to house crash vehicle
- NOT TO SCALE

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 16, 2019



Signature (submitted by)

Originating Dept: PW/DS



City Manager Approval

Subject: Rainbow Rock Service Association – Request for Water Service

Background/Discussion:

Pacific Vista Condominiums which includes 60 single family units are located at 17744 Highway 101. The property is located just outside city limits but is still within the urban growth boundary. Rainbow Rock Service Association (RRSA) provides water and wastewater services to Pacific Vista Condominium Association (PVCA) and is requesting the City's consideration of RRSA purchasing water from the City of Brookings that they would then re-sell to PVCA. Oregon Health Authority (OHA) supports water system interconnection and consolidation.

RRSA currently has a functioning water treatment plant with right(s) to draw water from surface waters located on Rio Tinto (BORAX) property. RRSA is considering the shutdown of their water treatment plant and propose to continue using the 75,000 gallon storage tank that would be supplied from a city water connection through a single meter.

The Brookings Municipal Code (BMC), Section 13.05.060, Description of service, (C). Special Contracts states that "when the applicant's requirements for water are unusual or large, such as an independent water district, or necessitates considerable special or reserve equipment or capacity, such as a subdivision or other development, the city council reserves the right to make a special contract, the provisions of which are different from and have exceptions to the regularly published water rates, rules, and regulations. This special contract shall be in writing, signed by the applicant and approved by the city council."

Staff has prepared draft agreement for your review.

Attachments:

- a. Draft Agreement
- b. RRSA Request Letter, January 11, 2019
- c. Oregon Health Authority Support Letter, January 3, 2019

**INTERGOVERNMENTAL AGREEMENT
CITY OF BROOKINGS AND RAINBOW ROCK SERVICE ASSOCIATION**

THIS AGREEMENT is between the City of Brookings (the "City"), and the Rainbow Rock Service Association ("Association").

Recitals

1. The City of Brookings, Oregon is hereinafter called "**City**".
2. The City provides water service to its customers in accordance with the Brookings Municipal Code and in accord with State and Federal Statutes.
3. Rainbow Rock Service Association, hereinafter called "**Association**", is organized and operated to provide potable water to the residents of Pacific Vista Condominiums (PCV).
4. Association has applied to the City for water service to the residents of the Association.
5. City has agreed to provide water services to Association pursuant to the terms and conditions contained in this IGA.

NOW, THEREFORE, the City and Association hereby agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein by this reference.

Section 2. Term. This Agreement shall be effective as of the last date the Agreement is signed by City and Association, and shall continue until terminated as provided herein.

Section 3. The Cities Duties. During the term of this agreement the City shall provide Association with water service on the following conditions:

A. City will set a 3" water meter in the public right of way entrance to Condominiums near 17444 Highway 101. The System Development Charge (SDC) for installing the meter shall be the sum of TWENTY SIX THOUSAND, THREE HUNDRED AND THIRTY ONE DOLLARS (\$26,331) and Association agrees to pay this amount to City prior to the installation of the meter as provided herein.

B. City will charge and bill Association applicable monthly rates/fees based on the physical meter size, the Associations location outside of the City limits of Brookings, and the City rate structure for a Public Water Systems/IGA. All user rates/fees are subject to future City rate/fee increases.

C. City will maintain the meter and water lines to the location of the meter. Association will maintain the water lines and all other equipment after the meter.

D. City will set the meter within a period negotiated with Association, after Association makes payment.

E. City shall not be responsible for maintenance or repair of any water pipes, fixtures or other water apparatus' on Association's side of the water meter.

F. The rate to be charged by City to Association for user fees will be consistent throughout the seasons. There will be no change to the City's rate structure depending on the season.

G. Water flows to Association, through the meter, and if an increase in demand is needed that will affect existing water customers in the geographic area of Association's water meter, the Association may be asked to temporarily limit or cease use of City water to meet its demand so that the City can balance the needs of other current and existing City customers. If the increase in demand for the Association is permanently needed, the Association and City shall mutually meet to agree on the terms of planning, engineering, construction and any other miscellaneous costs associated with the new additional infrastructure to be installed.

Section 4. Association's Duties. During the term of this agreement Association shall be entitled to receive water service from City on the following conditions:

A. Association shall pay to City applicable monthly rates/fees based on the physical meter size, the Association's location outside of the City limits of Brookings, and the Cities rate structure for a Public Water Systems/IGA. All user rates/fees are subject to future City rate/fee increases.

B. Association shall install an approved Reduced Pressure Zone (RPZ) backflow prevention device within five (5) feet of the meter on the Association's side of the meter, and Association agrees that it will not permit any plumbing branches or piping to other facilities to be installed between the meter and backflow prevention device. Association agrees to install, test, and maintain the backflow prevention device as provided by City policy.

C. Association agrees that it shall be responsible for the cost of maintenance or repair of the water pipes, backflow prevention device, fixtures or other water service apparatus on its side of the water meter, and further agrees that City shall not be responsible for such costs.

D. Association agrees that water flows to Association, through the meter, and if an increase in demand is needed that will affect existing water customers in the geographic area of Association's water meter, the Association may be asked to temporarily limit or cease use of City water to meet its demand so that the City can balance the needs of other current and existing City customers. If the increase in demand for the Association is permanently needed, the Association and City shall mutually meet to agree on the terms of planning, engineering, construction and any other miscellaneous costs associated with the new additional infrastructure to be installed.

E. At no time shall Association resale water it purchases from the City to persons or entities located outside of the Association's current property boundaries.

F. Association and/or PCV agree to transfer current water rights to the City.

Section 5. Assignment. The Association shall not assign, transfer or attempt to assign or transfer, or permit any involuntary assignment or transfer of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

Section 6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 7. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any portion of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

Section 8. Termination.

8.1 This Agreement may be terminated at any time by mutual written consent of the Parties;

8.2 By Association for any reason within its sole discretion, effective upon delivery of written notice to City by mail or in person not less than 60 days prior to the termination date set by Association for the termination of this Agreement; or,

8.3 By City for any reason within its sole discretion, effective upon delivery of written notice to Association by mail or in person not less than 60 days prior to the termination date set by City for the termination of this Agreement;

8.4 Termination under any provision of this paragraph shall not affect any right, obligation or liability of Association or City which accrued prior to such termination.

Section 9. Amendments. This Agreement may be amended only by an instrument in writing executed by both parties.

Section 10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Section 11. Expenses. Each party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

Section 12. Governing Law and Venue. This Agreement has been made entirely within the State of Oregon. This Agreement shall be governed by and construed in laws of the State of Oregon. If any suit or action is filed by any party to enforce accordance with this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in Coos County, Oregon.

Section 13. Arbitration. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of this contract, shall be settled by arbitration in Curry County, Oregon, and any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

A. Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon with no conflict of interest to either party. If the parties cannot agree within 30 days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a Judge of the Circuit Court of the State of Oregon for Coos County. The dispute shall be heard by the arbitrator selected within 90 days thereafter, unless the parties agree otherwise.

B. The parties will pay their own costs of arbitration, and each will be obligated for one-half of the arbitrator's fee. The provision of Section 14 shall also apply to arbitration, and in the event of arbitration under the provisions of this Agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

C. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall

furnish to each party a signed copy of such determination and Judgment so the award may be entered in any court having Jurisdiction over the parties. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

D. The parties agree that the arbitrator shall have no jurisdiction to render an award and/or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a Judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this contract.

E. Service of process in connection therewith shall be made by certified mail. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one Party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

F. Neither Party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either Party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither Party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

G. If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third Party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either Party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either Party may at any time initiate arbitration under this Section to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either Party. In the event City is made a party to such claim or litigation so initiated by a third party, City shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether City is required to, or in fact does, initiate a cross claim, counterclaim, or third-party claim under Sub clause (iii) of Subsection F. above.

Section 14. Attorney Fees. In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising there from, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the court or arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting

or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed:

CITY OF BROOKINGS

By: Janell K Howard, City Manager

Date

RAINBOW ROCK SERVICE ASSOCIATION

By: _____, _____

Date

January 11, 2019

Rainbow Rock Service Association
17744 Highway 101 N #100
Brookings, OR 97415

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

Dear Manager Howard:

This letter is intended to be a starting point for investigating the possibility that Rainbow Rock Service Association could become a purchasing water system from the City of Brookings. With this letter, RRSA will attempt to lay out some of the background on its system, some conceptual ideas about the layout of an RRSA connection to City water, the need for discussions about costs, and a little about the benefits of such a connection both to RRSA and to the City. RRSA is aware that the City of Brookings does not have an established protocol for providing water to a community drinking water system outside city limits such as RRSA. We know that this would require approval by the Brookings City Council.

Rainbow Rock Service Association (RRSA) has been providing sewer and water service for the Pacific Vista Condominium Association (PVCA) for over 30 years. RRSA owns three parcels north of the City of Brookings, outside the City limits. One of those parcels is the location of the RRSA water treatment plant; another on top of an adjacent hill holds the 75000 gallon water tank used to serve water to PVCA; the last parcel is the location of the RRSA sewage treatment plant, west of the condominiums. Please see Figure 1 for an overview of the locations of the aforementioned facilities. The RRSA public drinking water system is PWS#41-01361.



Figure 1 - An overview map of the locations of the RRSA facilities.

At the RRSA drinking water collection and treatment facility, surface water is collected from a watershed located primarily in the city limits on property owned by Borax Corporation. The water treatment plant does not run continually; it is instead turned on to supply the 75000 gallon tank only when its level drops. When the treatment plant is operating, it makes treated water at a rate of 20 gallons per minute. In a year, the plant delivers between 2 million and 2.5 million gallons of treated water to the storage tank. A 6-inch pipe from the storage tank on RRSA property passes under Highway 101 to the PVCA property providing both the supply of drinking water and water for the emergency fire system.

The RRSA infrastructure, in particular the 75000 gallon storage tank and the 6-inch distribution line, functions to handle all spikes in usage at the condominiums including daily and monthly variations, and regular flushing of the fire hydrants. As long as water is treated at the RRSA plant and delivered to the storage tank at a rate greater than the average long-term usage rate, the tank can be kept at high levels. Even during the very highest summer occupancy at the condominiums, the peak daily water use (only seen a handful of days a year) is 12000 gallons, or an average rate during those rare high-usage days of about 8 gallons per minute. Applying a typical peaking factor of 2.5 to that 8 gallons per minute, one gets 20 gallons per minute as peak instantaneous usage. It is apparent why the treatment plant running at 20 gallons per minute has always easily kept the storage tank near full. This is being mentioned now for a later discussion on the needed connection size.

Figure 2 shows a schematic from the Oregon Health Authority of the layout of the current RRSA water treatment system. The plant is an advanced system utilizing UV disinfection in the final stage.

Water System Schematic

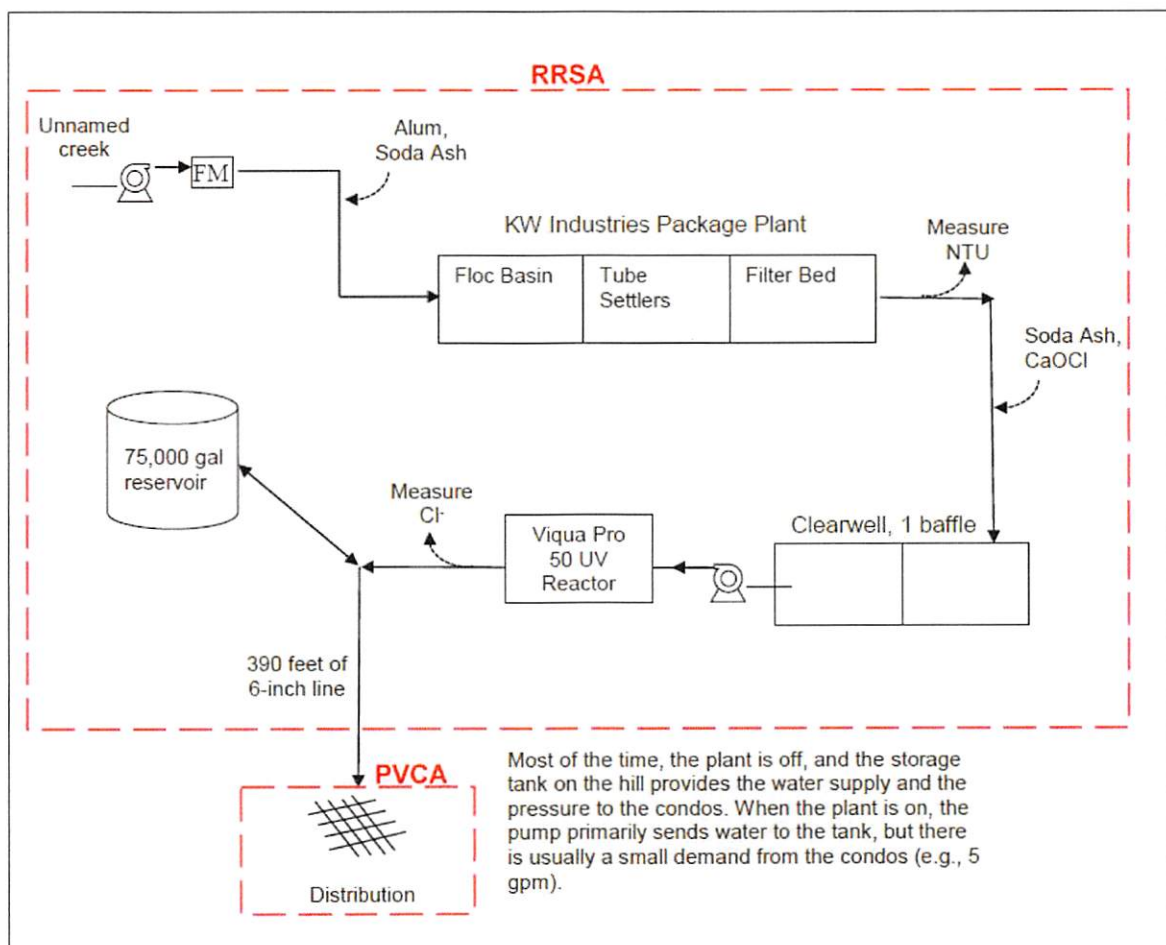


Figure 2 - RRSA Water System Schematic

Drinking water is tested daily and lab tests always come back far exceeding State quality standards. The 6-inch water distribution line from the RRSA storage tank to the PVCA condominiums passes under Highway 101 approximately 200 feet south of the entrance to the condominiums.

What is being considered is eliminating the treatment plant in the schematic and replacing it with an RRSA connection to the City water line. It is important to note that this should not be viewed as a connection of the Pacific Vista Condominiums to City water. A direct connection to the condominiums would be a completely different arrangement. In this letter, RRSA is putting forth an interest in purchasing water to fill the RRSA storage tank, while the service to PVCA would remain the function of RRSA and its existing infrastructure. All ownership and maintenance responsibilities of the current RRSA infrastructure would remain with RRSA. In the current schematic, Figure 2, the booster pump sending water to the 6-inch line to the storage tank is via a 1.25-inch pipe. The supply from the City to RRSA would only need to be that size, although a 1.5-inch supply would likely be chosen to provide an extra measure of capacity, allowing the storage tank to be topped-off more quickly. RRSA would continue to supply water to PVCA through the 6-inch line. Figure 3 shows a schematic of the possible connection layout conceptually. The City's responsibility would end at the 1.5-inch water meter on the 1.5-inch supply line.

Water System Schematic

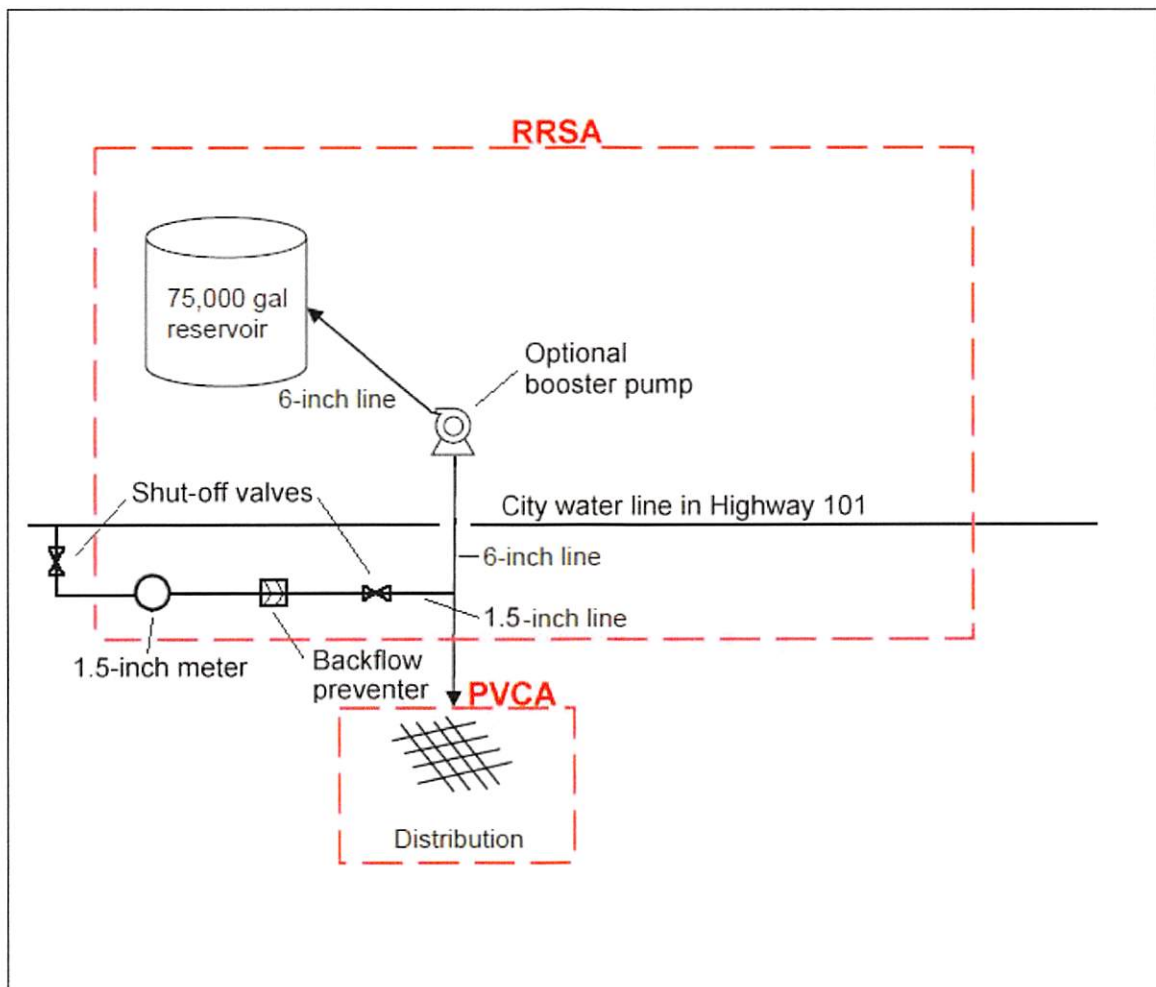


Figure 3 - Conceptual Layout for RRSA Connection to City Water

In Figure 3, the booster pump is shown as "optional" because at this time, it is not known if the pressure in the City water line is high enough to overcome the head up to the storage tank. Initial

indications are that it is too close to call. If, when more careful measurements are taken, it is found that the City pressure at the connection point is perhaps 5 or more psi greater than the RRSA pressure, the pump can be eliminated. If the pump is needed, it would be located in the existing RRSA pump and treatment building, which is a secure facility with locked fencing, motion lights and steel door.

When the City water line was put in along Highway 101, a stub was added at the entrance to the condominiums. That location is shown in Figure 4. If that stub is used to supply the water to RRSA, a short (under 100 feet in length) 1.5-inch water line would connect from there to the closest point in the RRSA 6-inch line near the A building. That new line would also include the installation of a backflow preventer, a 1.5-inch water meter and an additional shut-off valve. Also shown in Figure 4 is the location of the RRSA drinking water treatment facilities and the approximate underground path of the RRSA 6-inch supply line. Of course many more details than what have been mentioned here would need to be resolved. RRSA will prepare Engineered Drawings for City review if we are able to get an agreement in place which is satisfactory to RRSA, The City of Brookings and PVCA.



Figure 4 - Location of the City stub for the RRSA system connection to City water.

RRSA is a non-profit and does not sell water to PVCA or anyone else. PVCA funds RRSA through a monthly assessment. The interest in investigating the idea of a City connection is strongly dependent on what the costs (both initially and ongoing) work out to be. If it turns out cheaper to continue to operate the RRSA drinking water treatment plant, there will be little motivation to look deeper into the potential connection. RRSA is aware of the costs they will incur in adding infrastructure that will be needed to the RRSA system. However, at this time RRSA is not clear on what the City charges and rates may be. Please see the "City of Brookings Monthly Water & Sewer Rates" on the following page.

CITY OF BROOKINGS

MONTHLY WATER & SEWER RATES

Effective 7/1/18			Basic Monthly Rate \$86.06 OCL \$32.98		Meter Reading (Usage) = cubic feet 7.48 gallons = one cubic foot			
Type	Location	Monthly Service Charge	Water	Sewer	SRF-Water	SRF-Sewer	SRF-Streets	SRF-Stormwater
Single Family	ICL	NONE	\$12.76 + \$2.76 per 100 cu ft	\$61.86	\$3.11	\$3.98	\$0.00	\$4.35
Multi Family	ICL	NONE	\$12.76 + \$2.76 per 100 cu ft	\$61.86 per unit	\$3.11/unit	\$3.98/unit	\$0.00/unit	\$4.35/unit
Single Family	OCL	NONE	\$25.52 + \$5.52 per 100 cu ft	**not provided**	\$3.11	\$0.00	\$0.00	\$4.35
Multi Family	OCL	NONE	\$25.52 + \$5.52 per 100 cu ft	**not provided**	\$3.11/unit	\$0.00	\$0.00/unit	\$4.35/unit
Gen Comm.	ICL	\$3.48	\$12.76 + \$2.76 per 100 cu ft	\$6.78 per 100 cu ft of water usage	\$3.11*	\$3.98*	\$0.00	\$4.35*
Restaurant	ICL	\$3.48	\$12.76 + \$2.76 per 100 cu ft	\$7.69 per 100 cu ft of water usage	\$3.11*	\$3.98*	\$0.00	\$4.35*
Industrial (Mill)	ICL	\$3.48	\$12.76 + \$2.76 per 100 cu ft	\$12.02 per 100 cu ft of water usage	\$3.11*	\$3.98*	\$0.00	\$4.35*
Schools	ICL	\$3.48	\$12.76 + \$2.76 per 100 cu ft	\$4.03 per 100 cu ft of water usage	\$3.11*	\$3.98*	\$0.00	\$4.35*
Churches	ICL	\$3.48	\$12.76 + \$2.76 per 100 cu ft	\$3.91 per 100 cu ft of water usage	\$3.11*	\$3.98*	\$0.00	\$4.35*
Commercial	OCL	\$3.48	\$25.52 + \$5.52 per 100 cu ft	**not provided**	\$3.11*	\$0.00	\$0.00	\$4.35*
						*Equivalent Dwelling Unit		

Service Deposit Fees:		Water		Sewer Service		Vacation Rates	
Owner - Single Family Home or Single Business		\$0.00 PER UNIT Low Risk		Account Setup Fee \$20.00 nonrefundable		Inside City Limits	
		\$200.00 PER UNIT Medium Risk					
		\$300.00 PER UNIT High Risk					
Renter - Single Family Home or Single Business		\$0.00 PER UNIT Low Risk		\$20.00 nonrefundable		Outside City Limits	
		\$200.00 PER UNIT Medium Risk					
		\$300.00 PER UNIT High Risk					
LATE FEE		\$15.00		Fire Hydrant \$5.30/100 cu ft		Meter Test \$52.00	
SHUT OFF FEE		\$35.00		Cleaning Water \$40.00/14 calendar days water service			

None of the rates shown in the table apply to the RRSA situation as a water purchaser with the existing system with the 75000 gallon storage tank. If this was a direct connection of the Pacific Vista Condominiums to City water with the elimination of the RRSA 6-inch line to the storage tank on the hill, then our case would fall under "Multi Family OCL". But that is not our case. It is clear that the RRSA connection being considered would involve a System Development Charge (SDC) consistent with a 1.5-inch meter. RRSA has not verified what the current value of that SDC would be, but it is believed to be less than \$10000. RRSA is also aware that usage would need to be paid at the "OCL" (out of city limits) rate which from the chart is \$5.52 per 100 cu.ft. What is unknown is what the base rate would be and whether that would be founded on a base usage or the meter size or some other measure. RRSA also does not know if a State Revolving Fund (SRF) charge would apply. There may be some rationale for utilizing the last entry in the City rate table, the category for Commercial OCL. RRSA believes discussions about appropriate System Development Charges, any SRF fees and base rates need to be started early in this process.

RRSA believes the City of Brookings may be interested in this water purchase concept for at least four reasons:

1. Water revenue for the City - without looking at any base charges or SRF charges, the usage alone would result in annual revenue from RRSA of about \$17000 (at typical annual usage).
2. SDC funds paid to the City - this might be something approaching \$10000 (one time).
3. The City would see better, more efficient use of the City water line north of Taylor Creek. Just the College (SWOCC) is utilizing that portion of the line now and it has very low usage.
4. The switch would remove an obstacle to development on the Borax property within the city limits, which could result in a tax base increase down the road. Condition 23 of approval for the Lone Ranch Master Plan reads:

"Prior to construction of any phase that may adversely affect the quality or quantity of water available through the existing Rainbow Rock Service Association (RRSA) surface water supply system, the applicant shall demonstrate how the water and water supply system will not be negatively affected. Each DDP shall evaluate the impact of development on the existing RRSA surface water system, unless RRSA has previously discontinued use of the system."

RRSA is interested in investigating a water purchase from the City for at least these three reasons:

1. Depending on the rate structure, it could be cheaper than continuing to treat surface water.
2. RRSA has an ongoing concern about development on the Borax property resulting in a negative impact on the ability to treat water. While the various water rights that RRSA holds and Condition 23 assure that the water supply is protected legally, it still requires vigilance and will likely mean incurring legal costs. Recent logging on the Borax property has provided an indicator of how sensitive the RRSA watershed is to disturbances. Even though the logging was well away from immediate contact with the RRSA collection pond, high turbidity peaks have been measured since the logging operations. Multiple peaks above 30 NTU have been recorded since the logging and the water treatment plant is generally not operated if turbidity rises above 10 NTU. The turbidity peaks before the logging were generally about one-third as high as they have been since the logging.
3. While the RRSA water treatment plant is functioning very well at the moment, much of the plant is older and maintenance costs will grow in the future.

From a larger perspective, the State of Oregon has a policy of encouraging consolidation of smaller community water systems into larger systems. Betsy Parry of the Oregon Health Authority is in charge of monitoring/surveying the RRSA water system. She has written a letter supporting the concept of switching the RRSA water source to the City of Brookings water system with RRSA becoming a purchasing water system. Betsy Parry's letter is attached.

RRSA will be ready to discuss this further whenever the City is ready.

Sincerely,
Rainbow Rock Service Association
Charles Schlumpberger, President
Steve Klein, Vice President
Jean Williams, Treasurer



January 3, 2019

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

RE: Rainbow Rock Service Assn Drinking Water System, PWS #01361

Dear Ms. Howard:

The board of the Rainbow Rock Service Association (RRSA) has been researching options for their public drinking water system. Among other things, the members are concerned about the effects of a planned development around the intake at the source of their drinking water, a lake/impoundment on the east side of the coastal highway. One option they are exploring is switching their water source to the City of Brookings water system and becoming a purchasing water system. That means there would be just one meter on the City's system, and RRSA would continue to be its own community drinking water system - maintaining the infrastructure beyond the meter and conducting the distribution system monitoring in their area - but no longer drawing from nor treating the local water source.

Oregon Health Authority Drinking Water Services generally supports water system interconnection and consolidation for many reasons – resilience, economy of scale, better compliance, declining numbers of certified treatment operators, etc. Several state agencies support consolidation. In fact, Oregon's 2017 Integrated Water Resources Strategy has a heading called "Encourage Regional Systems" (on page 99 of https://www.oregon.gov/OWRD/WRDPublications1/2017_IWRS_Final.pdf) which says:

Many Oregon communities, particularly smaller ones, are struggling to adequately fund water and wastewater-related infrastructure. The high capital costs related to infrastructure, the construction, operation, and maintenance cost of facilities, and the salary and training costs of retaining

"Assisting People to Become Independent, Healthy, and Safe"
An Equal Opportunity Employer

qualified personnel all seem prohibitively expensive to communities with a small ratepayer base. In Oregon these tend to be rural, coastal, and/or small urban communities.

Developing a regional water and wastewater system makes sense, if it is cost-effective. A regional system could include physical consolidation, system redundancy, or shared contracts, services, purchases, mutual assistance agreements, interties, and back-up supplies. State and federal agencies often provide incentives such as funding and technical assistance to encourage a regional approach to meeting water needs.

One reflection of that final statement is that proposals that interconnect or consolidate small systems are rated as high priority to receive funding from our State Revolving Fund (infrastructure loans for public water systems).

If you have any further questions or concerns, or would like this in an alternate format, please contact me at (541) 726-2587 ext. 30.

Sincerely,

Betsy Parry
Environmental Health Specialist
Drinking Water Services

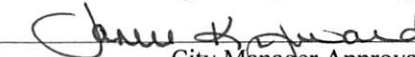
ec: Steve Klein, Rainbow Rock Service Association Board
Sean Stevens, Business Oregon, Infrastructure Finance Authority

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 16, 2019

Originating Dept: PW/DS


Signature (submitted by)
City Manager Approval

Subject: Mill Beach Access Hours

Background/Discussion:

Staff has received numerous complaints regarding transient camping, vandalism of the restroom and un-attended campfires that last into the early mornings. June Podesta, who is a former resident of Macklynn Cove development, expressed concern at the June 10, 2019 Council meeting regarding unattended camp fires and transient activity on and near Mill Beach. The beach access at this location is owned by the City of Brookings but the beach beyond the vegetation line is managed by the Oregon State Parks, Harris Beach Management Unit.

Local Oregon State Parks Manager Dani Padilla and Ranger Brian Dao are working with their district manager to designate Mill Beach as a Day Use Only beach from Memorial Day to Labor Day due to the vandalism and camping issues during those heavy months. They are requesting that proposed beach camping hours coincide with the parking lot hours set by the city. They are also working to establish a maximum number of days someone can camp on the beach in the off months. As they get information back about these requests, they are going to set a planning meeting and would like the City of Brookings to participate. They will contact us by email when they have a tentative date set.

This matter has been discussed numerous times over the past several years. This matter was the subject of a review by the City Council and the Parks and Recreation Commission in 2009 and again in October of 2017. Under Oregon Law, it is legal to camp overnight along the ocean shore to accommodate recreational hikers on the Oregon Coast Trail. The exception to this is beach areas fronting those cities that have requested no camping adjacent to the boundaries of their city. City governments can request, under Oregon Administrative Regulation (OAR) 736-030-0020 to be included on a list of cities where overnight camping is prohibited. The Cities of Cannon Beach, Lincoln City, Seaside, Newport, Bandon, Gold Beach, Rockaway Beach and Manzanita currently prohibit overnight camping on the beach under this provision.

In 2009 the City Council declined to request a camping restriction on beaches adjacent to Brookings. In 2017 the City Council again declined to place a restriction on beach camping. Due to ongoing issues with transient camping and the potential for wildfires, the State is working on a plan to restrict camping on Mill Beach.

Staff was directed to bring this matter before the Council at a workshop for further discussion.

Attachment(s): None

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 16, 2019

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Affordable Housing

Background/Discussion: Staff was directed to bring forward information on affordable housing issues in the City of Brookings and surrounding areas.

Housing Needs Assessment

The City of Brookings engaged South Coast Development Council (SCDC) in 2017 to undertake a Housing Needs Assessment for the 97415 zip code area following the receipt of numerous reports that there is a lack of affordable housing in the community. The assessment identified several key findings that include:

- The 97415 area can absorb up to 80 new owner occupied home sales annually, including up to 64 homes in the \$140,000-\$200,000 sales price range.
- There is strong potential for the 97415 area to absorb significant new housing in the \$200,000-\$400,000 range. Realtors interviewed for the assessment consistently and unanimously indicated a high level of demand for new homes in the \$225,000-\$325,000 range.
- The 97415 area can support an additional 113 market rate rental units targeted to moderate and high income households.
- Future demand for age restricted market rate rentals targeted to older adults is 112 additional units.
- There is a need for 452 additional subsidized rental units within the 97415 area.

The City currently has language in the land development code that encourages affordable housing under Workforce Housing (see attached Chapter 17.180) and is tailored to allow provisions for those individuals and households earning less than median income. The provisions in this chapter create flexibility, provide developer incentives and provide a means for developing affordable housing. The land development code Chapter 17.180.040 - Accessory Dwelling Unit (ADU) under Workforce Housing also describes the general requirements for authorizing an ADU in a residential zone.

A copy of the complete Housing Needs Assessment for the 97415 area is available on the City of Brookings website <https://www.brookings.or.us/121/Economic-Development>

Residential Zoning Changes Coming Soon

House Bill 2001 passed both the House and Senate which will essentially eliminate single family residential zoning and allow multi-family housing on what had been single family residential. The bill was introduced as a response to the housing shortage in Oregon.

Vacation Rentals

The City of Brookings currently has 24 Conditional Use Permits (CUP) for Short Term Rentals. A CUP for a Short Term Rental is required when a property owner intends to rent a residential property to individuals for less than 30 days at one time. This is considered transient lodging and is subject to Transient Occupancy Tax (TOT) paid to the City. The trend for vacation rental CUP's has increased significantly over the last year. In 2018, the Planning Commission met 6 times and approved 6 CUP applications for vacation rentals. In 2019, the Planning Commission has met 8 times and approved 10 CUP applications for vacation rentals. We are currently at 24 total. There are also currently 6 Home Occupancy Permits (HOP) for Bed and Breakfast lodging.

Over the past several Planning Commission Meetings, discussions have occurred regarding density of CUP's in specific neighborhoods. The Dawson Tract area has 3 CUP's for Short Term Rentals and Smugglers Cove on Del Norte Lane has 3 that are active and 3 that have went inactive. The most common concern addressed during the public comment portion of a CUP for Short Term Rental hearing is density, transient nature of short term rentals contributing to the degradation of neighborhoods and the issue of on-site control of nuisances that include "loud parties, animal control and parking".

Senate Bill 612, set for continued discussion in the next session, is aimed to ban local restrictions on vacation rentals requiring local governments to allow vacation rentals in any legal home regardless of proximity to other vacation rentals or density. Several Oregon cities have sought to restrict vacation rentals. The City of Portland currently doesn't allow vacation rentals in residential zones except in the owner's primary residence. Other cities had placed caps on the number of allowed vacation rentals.

Attachments:

- a. BMC Chapter 17.180 - Workforce Housing
- b. Residential Zoning Bill Transforms Real Estate Landscape - Business Oregon Article – July 30, 2019
- c. Bill Would Ban Local Restrictions on Vacation Rentals- Oregon Live Article – March 5, 2019

Chapter 17.180 WORKFORCE HOUSING

Sections:

- 17.180.010 Purpose.**
- 17.180.020 Definitions.**
- 17.180.030 Density bonus.**
- 17.180.040 Accessory dwelling unit.**
- 17.180.050 System development charge (SDC) deferrals.**

17.180.010 Purpose.

Affordable housing is needed within our community to provide for those individuals and households earning less than the median income as defined by the United States Department of Housing and Urban Development (HUD). The provisions of this chapter are intended to create flexibility, provide developer incentives and provide a means for developing affordable housing. [Ord. 08-O-620 § 2.]

17.180.020 Definitions.

“Accessory dwelling unit (ADU)” means a separate dwelling unit contained within or detached from a single-family dwelling on a single lot, containing 1,000 square feet or less, excluding any garage area or accessory buildings, and sharing a driveway with the primary dwelling unless from an alley. A recreational vehicle cannot be used as an accessory dwelling unit.

“Accessory dwelling unit occupant” means the renter of the ADU.

“Affordable ownership unit” means housing with a mortgage payment that does not exceed 30 percent of the qualifying annual net income.

“Affordable rental unit” means that the rent charged for the dwelling unit does not exceed 23 percent of the qualifying annual net income.

“Qualifying annual income” means annual net income that does not exceed 80 percent for ownership and 60 percent for rentals of the area median income as determined by the United States Department of Housing and Urban Development (HUD). [Ord. 08-O-620 § 2.]

17.180.030 Density bonus.

When applying to create a subdivision or planned unit development (PUD), the option of using a density bonus is available based on the following criteria:

Residential developments may devote 20 percent of the proposed lots to affordable housing pursuant to the following requirements:

A. In the following residential zones: SR, R-1, R-MH, a density bonus for up to 20 percent of the proposed lots would allow a minimum lot area for each dwelling unit of 4,000 square feet. No specific minimum lot

width is required.

B. In the following residential zones: R-2, R-3, a density bonus for up to 20 percent of the proposed lots would allow a minimum lot area of 5,000 square feet for the first two dwelling units and for each additional unit the lot area shall increase by 1,000 square feet. No specific minimum lot width is required.

C. All other provisions and requirements of the zoning district shall apply.

D. Any lots created using the density bonus lesser square footage requirement must site a dwelling unit in compliance with one of the following options:

1. Affordable Housing for Purchase. Dwelling units designated as affordable housing available for purchase shall:

a. Only be sold to individuals or families whose annual net income does not exceed 80 percent of the area median income as determined by HUD; and

b. Have a mortgage payment not to exceed 30 percent of the monthly net income as outlined below:

i. Studio apartment: One-person qualifying monthly income;

ii. One bedroom: Two-person qualifying monthly income;

iii. Two bedrooms: Four-person qualifying monthly income;

iv. Three bedrooms: Six-person qualifying monthly income;

v. Four bedroom: Seven-person qualifying monthly income; and

c. Have a deed restriction signed and recorded establishing a period of affordability of not less than 15 years. In no event will a purchaser be required to sell the unit subject to this agreement for less than the purchase price plus any applicable closing costs and realtor fees. If an owner of a dwelling unit subject to this deed restriction decides to rent the unit, subsection (B) of this section is applicable.

2. Affordable Housing for Rent. Dwelling units designated as affordable housing available for rent shall:

a. Only be rented to individuals or families whose annual net income does not exceed 60 percent of the area median income as determined by HUD; and

b. Have the rent charged not exceed 23 percent of the qualifying family net income as outlined below:

i. Studio apartment: average of the one- and two-person qualifying monthly incomes;

ii. One bedroom: average of the two- and three-person qualifying monthly incomes;

iii. Two bedrooms: average of the three-, four-, and five-person qualifying monthly incomes;

iv. Three bedrooms: average of the four-, five-, six-, and seven-person qualifying monthly incomes;

- v. Four bedrooms: average of the five-, six-, seven-, and eight-person qualifying monthly incomes; and
- c. Have a deed restriction signed and recorded establishing a period of affordability of not less than 15 years.
- d. An annual registration fee, set by resolution of the city council, must be paid and a copy of the current rental agreement provided to the city. Beginning January 1st of each year the city will conduct an annual review of registered affordable rentals to ensure compliance. Properties determined to be noncompliant shall be subject to abatement pursuant to BMC [8.15.090](#).
- e. With any change of tenants new qualifying information must be provided to the city. [Ord. 08-O-620 § 2.]

17.180.040 Accessory dwelling unit.

The site plan committee shall authorize an accessory dwelling unit (ADU) only if it is found that all of the following general requirements are and will be met by the applicant:

- A. An ADU may be created within, or detached from, any single-family dwelling, whether existing or new, as an accessory use.
- B. Only one ADU may be created per parcel accessory to the single-family dwelling.
- C. Only the property owner may apply for an ADU. The property owner must occupy the primary dwelling as their primary residence. A "primary residence" shall be the residence where the owner is registered to vote, used as the primary residence for tax purposes, or with other proof that the residence is primary. The owner shall sign an affidavit before a notary affirming that the owner occupies the primary dwelling. A deed restriction shall be recorded and a copy provided to the city declaring the accessory dwelling unit status of the subject property.
- D. The rental of an ADU must comply with BMC [17.180.030\(D\)\(2\)](#), Affordable Housing for Rent.
- E. An owner may convert an ADU to another lawful accessory use. If the owner wishes to re-convert the space to a dwelling unit, it may only be used in compliance with the ADU requirements.
- F. One off-street parking space shall be provided for the ADU in addition to the two off-street parking spaces required for the primary dwelling pursuant to Chapter [17.92](#) BMC.
- G. ADUs shall contain 1,000 square feet or less.
- H. All other applicable standards for the zone, including but not limited to setbacks, must be met with the exception of requiring a garage.
- I. An annual ADU registration fee set by resolution of the city council must be paid. Upon sale of the property, the new owner shall be required to reregister the ADU.
- J. If a garage or detached structure does not currently meet setbacks, it may not be converted to an ADU.
- K. The owner of the property shall pay system development charges (SDC) for the additional dwelling unit and accept full responsibility for sewer and water bills.
- L. Neither the ADU nor the primary dwelling may be used as a short-term rental.

M. Beginning January 1st of each year the city will conduct an annual review of registered ADUs to ensure compliance. Properties determined to be in noncompliance shall be subject to abatement pursuant to BMC [8.15.090](#). [Ord. 08-O-620 § 2.]

17.180.050 System development charge (SDC) deferrals.

The city of Brookings will offer SDC deferrals to developers of housing projects that contain affordable units as defined in BMC [17.180.020](#) pursuant to the following requirements:

A. SDC deferrals will be offered for a period of two years at a zero percent interest rate. Developers utilizing this incentive will be required to sign a promissory note and system development charge deferral agreement with the city of Brookings. The SDC deferral agreement must be recorded and a copy provided to the city.

B. SDCs will be due in full or will need to be financed with the city of Brookings prior to transfer of ownership or at the end of the two-year deferral period.

C. The rental of a dwelling unit with an SDC deferral must comply with BMC [17.180.030](#)(D)(2), Affordable Housing for Rent. [Ord. 08-O-620 § 2.]

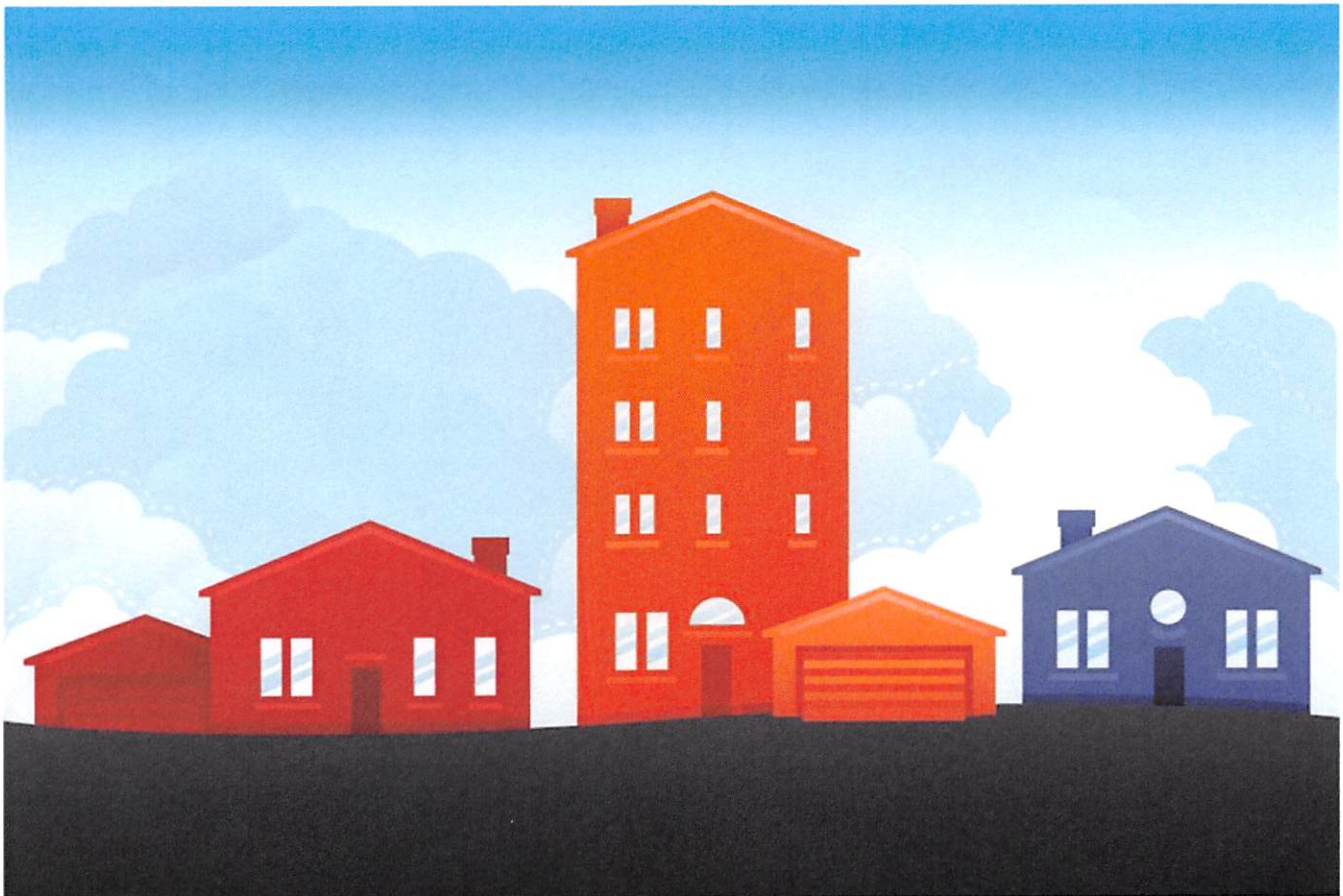
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Residential Zoning Bill Transforms Real Estate Landscape

July 30, 2019 by **Sander Gusinow** Published in **Real Estate**

0 comments

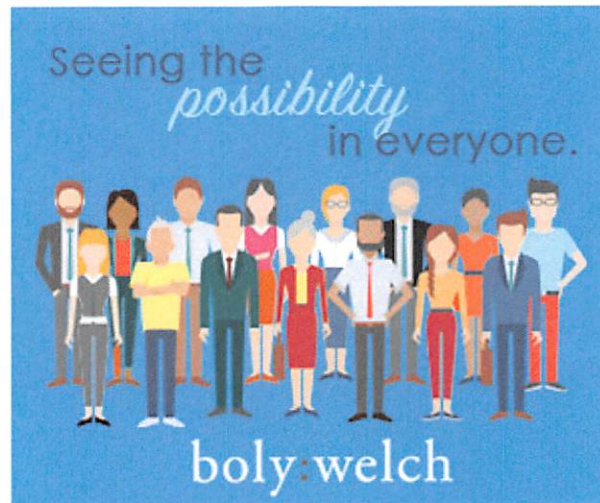


HB 2001 sailed through both chambers with support on both sides of the aisle, but critics claim it won't solve any housing problems.

As Republican lawmakers fled the Capitol last month in hopes of derailing Oregon's cap and trade bill, the walkout provided more than just drama. More than **100 bills** already approved by the House faced legislative oblivion from the Senate walkout.

Introduced by House Speaker Tina Kotek, the legislation sought to put an end to single-family only residential zoning. HB 2001 would require that any residential zones which previously allowed only single-family housing to include duplexes, triplexes, town houses and quadplexes.

The city of Minneapolis passed **similar legislation** last year, which may have served as a blueprint for the new statewide model.



Lauded by affordable housing groups and free trade advocates alike, HB 2001 passed the House in a vote of 43 to 16, and was among a few dozen which made it to the Senate floor with time running out. It passed the Senate in a vote of 16 to 9.

The bill long list of supporters includes business groups such as the **Oregon Association of Realtors** and **Oregon Home Builders Association**, as well as affordable housing

According to advocates, the legislation reverses policies aimed at keeping communities of color away from homeownership, as well as increasing the share of affordable housing in Oregon. It could also assist small homebuilders, whose success relies on generating a small number of high-value homes each year.

"Statewide, we have a shortfall of over 150,000 homes, and we're currently only adding one home per three new households," wrote Madeline Kovacs, senior outreach associate of the Sightline Institute policy think tank, saying that HB 2001 "strikes an appropriate balance between local control and the need for statewide action."

But those opposed say the legislation will not create the housing opportunities it purports to.



"I think if [legislators] had actually looked at the bill, they would have found a lot of problems with it," says Paul Conte, former chair of Eugene's Jefferson Westside Neighbors Organization.

According to Conte, HB 2001 takes power away from communities in favors of real estate developers, and encourages city growth where it is least needed.

Oregon Business



people who can't afford to go to the doctor or put food on the table. You need subsidized assistance for multifamily developing."

While the bill may not solve all of Oregon's affordable housing woes, Business for a Better Portland says it will **incentivize** builders to create more affordable housing units. Zoning regulations mean that families making 140-250% of median income can afford to live in single-family zones, encouraging developers to build units at the higher end of the market. Adding duplexes and quadplexes could allow families making 70-120% of the median income to buy homes.



According Business for a Better Portland Executive Director Ashley Henry, current zoning regulations result in middle-income earners competing with low-income earners for housing. HB 2001 would "increase the supply of middle-range housing, relieving pressure throughout the market."

Mary Kyle McCurdy, deputy director of land use nonprofit 1000 Friends of Oregon, says the legislation's bipartisan support was due to the shared interests of housing advocates and real estate developers to create middle housing options

Oregon Business



house,” says McCurdy.

“Two-thirds of Oregon households consist of one or two people. Well, over 50% of the residential zoning in Oregon is exclusively for detached single-family housing. So if people want to age in the neighborhood, if they want to start a family in a smaller living situation, it’s hard,” she says.

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POLITICS

Bill would ban local restrictions on vacation rentals

Posted Mar 5, 2019



A view of Lincoln City. (Katie Currid/The Oregonian)

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By [Elliot Njus | The Oregonian/OregonLive](#)

A bill in the Oregon Legislature would require local governments to allow vacation rentals in any legal home, potentially opening the floodgates just as many communities look for ways

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market for long-term residents.

But vacation rentals in private homes have proliferated with the advent of online platforms that make them easier to book and operate. The vacation rentals' influence has grown far faster than local governments have been able to come up with regulations to keep them in check.

Sen. Fred Girod, R-Stayton, who sponsored [Senate Bill 621](#), told his fellow legislators Tuesday that there's a shortage of short-term rentals that he tied to the state's broader housing affordability concerns.

"I spent hours listening to people evicted, who end up on the street, because of the lack of housing," Girod said. "Think of students who need an extra week or month to finish school, or renters who may need a short-term rental until they can move into another unit."

But leaders of coastal communities have said they've found quite the opposite: that residents can't find places to live and that multiplying vacation rentals further restrict their options.

"That's not just the baristas and the busboys," said Rep. David Gomberg D-Otis, whose district covers much of the north and central Oregon coast. "We can't recruit teachers, we can't recruit doctors because they can't find housing."



Vacation rental debate takes root on Oregon coast

Colleen Easlon, an operator of 15 vacation rentals in Port Orford, told lawmakers that her business has been growing steadily since she started it seven years ago. She said businesses like hers help promote cities and their local destinations.

"A lot of our funds were spent advertising the community and local things people can do there," Easlon said. "Fishing and logging used to be the heart of our town, but now we really do rely on tourism."

Several Oregon cities have sought to restrict vacation rentals. Portland doesn't allow vacation rentals in residential zones except in the owner's primary residence. Other cities have placed caps on the number of allowed vacation rentals.

The bill would allow cities and counties to require registration of vacation rentals and collect lodging taxes.

-- Elliot Njus

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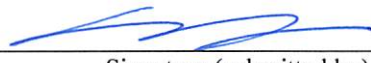
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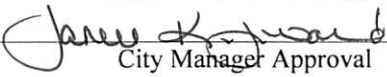
CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 16, 2019

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Crosswalk Enhancements

Background/Discussion: We discussed crosswalk enhancements at Council Workshops on April 1st and July 1st, and again at a City Council Meeting on July 8th.

On July 8th, Council directed staff to make a formal request of Oregon Department of Transportation (ODOT) for the requested crosswalk enhancements.

Staff met with ODOT to discuss their proposal to add crosswalk enhancements at the Redwood Theater. Under our current cooperative maintenance agreement with ODOT, the City would split the cost of the improvements with ODOT. Total cost is estimated to be \$16,000.

The proposal includes additional flashing yellow lights at each entrance to the crosswalk.

Attachments:

- a. Western Systems Quote
- b. ODOT Crosswalk Plan



Quotation

Quote #: Q-01007

Revision #:

Date: 8/26/2019

Estimator:

Sales: Jason Spencer

Project: ODOT Region 3 / Coos Bay- SC315(AC)

Attention: Christopher Emerson / ODOT Region 3

Bid Opening:

We are pleased to provide you with this quotation. If you have any questions, please let us know immediately.

Qty	Part Number	Description
2	8530030054	CONTROL CABINET (SC315-G) AC, NATURAL FINISH
2	8530080115	LIGHTBAR WITH CONFIRMATION LIGHTS (INCLUDES UNIVERSAL MOUNTING BRACKET) (BLACK)
2	8530080117	LIGHTBAR HARNESS 16' (SC315 / SC315-G) W/SPADE CONNECTORS
2	8530038050	POLARA XAV CONTROLLER UNIT, MANDATORY FOR XAV2E AUDIBLE PUSHBUTTON (CABINET BASED SYS)
2	8530038056	PUSHBUTTON AUDIBLE (XAV2E-LED) BLACK
2	8530038030	PUSHBUTTON HARNESS AUDIBLE (XAV2E) 16' (SC315-G, R920-F, R820-F, R820-G)

GENERAL CONDITIONS OF SALE

The acceptance of this quotation implies the acceptance of the following terms and conditions which cannot be varied or waived except by express written authorization by a Western Systems representative. These terms govern the sale of goods and services supplied by Western Systems. Differing terms from Buyer in any purchase order or written communication shall not be binding on Western Systems.

Subtotal	\$ 7,962.68
Shipping	\$ -
Tax	
Grand Total	\$ 7,962.68

TERMS AND CONDITIONS

Purchase Order: All purchases require a formal purchase order. Emails or verbal communication does not constitute an acceptable purchase order.

Material Lead Time (after release of order):

Freight Terms: **FOB DstFrt PP&ADD**

Validity Period: 30 days from date of quotation.

Taxes/Fees: Unless current resale certificate is on file with Western Systems, purchaser shall be responsible for all, tariffs, duties or sales or use taxes in addition to the quoted prices herein.

Payment Terms: **Net 30** Upon Approval of Credit / we impose a surcharge of 2% on the transaction amount on VISA and Master Card credit card products, which is not greater than our cost of acceptance.

We do not surcharge VISA and Master Card debit cards. All prices are quoted as USD funds.

Non-Payment Penalties: If payment has not been received within terms, the purchaser will be considered in default. Western Systems will be entitled, without prejudice to our other rights, without serving notice of default, to charge the purchaser for all costs incurred such as administration, storage, legal advice etc. The unpaid portion of any amount due to Western Systems will bear interest at the rate of 1.5% per month simple interest. Western Systems reserves the right to hold goods until customer balances their account.

Collections: Upon Buyer default of these terms, Western Systems may, in addition to any other rights or remedies at contract or law, declare the entire balance of Buyer's account immediately due and payable. If unpaid balance is referred for collections, Buyer agrees to pay Western Systems, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, plus any court costs or expenses incurred by Western Systems, plus any finance charges accrued on any unpaid balance owed by Purchaser. **Deferment or Cancellation Policy:** Order deferment or cancellation once materials have been released will be subject to cancellation and/or restocking fees.

Documentation: Any operational documentation supplied as a part of this quotation remains the property of Western Systems and may not be copied, reproduced, transmitted or communicated to 3rd parties without the express written consent of Western Systems.

On-Site Services: On-site services such as signal or video system turn-on support shall be scheduled three weeks in advance. If services need to be cancelled or postponed, any non-reimbursable travel expenses will be billed to purchaser. This quotation does not provide nor imply any on-site support services unless mentioned specifically herein. If on-site support services are required, and not included as part of this proposed scope of work, please contact Western Systems for a revised quotation.

Warranty: Standard one-year warranty on material goods manufactured or supplied by Western Systems from the date of manufacturers factory shipment, unless superseded by an additional manufacturer's warranty, provided such goods are maintained and operated in accordance with manufacturers standard method of operation. For additional information on Western Systems warranty, please send an email to info@westernsystems-inc.com

Return and Restocking Policy: Western Systems will be the sole source in determining whether any item is eligible for return. To be eligible the item(s) must be standard product models, new and unused, in the original packaging, and invoiced within the last 90 days.

Restocking fees are applied to all returns and can vary between 20-50% based on annual sales activity. In no case will Western Systems be obligated to take returns for materials, including items that are obsolete, custom orders, or past the 90-day invoice period.

Delivery Inspection: All materials deliveries must be inspected upon receipt from freight carrier. Any freight damages must be reported to the carrier at the time of receipt of goods. Any materials shortages or inaccuracies in shipment must be reported to Western Systems within ten days receipt of goods. Thereafter, any discrepancies will be considered incidental and the responsibility of the receiver.

Force Majeure: Western Systems, Inc. shall in no event be responsible for delays in performance due to actions beyond its reasonable control including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war, civil disturbance or carrier delays. Western Systems, Inc. accepts no liability for errors or omissions or the accuracy or the completeness of this quotation. It has been prepared to the best of our knowledge per plans, specifications, documentation and communications provided but we do not guarantee these to be accurate or of the latest revision. Determination of accuracy of this quotation and final quantities are the sole responsibility of recipient. Western Systems, Inc. shall in no event be liable for any special, consequential, incidental or liquidated damages (including without limitation damages for loss of use of facilities or equipment, loss of revenue, loss of profits or loss of goodwill), regardless of whether seller (a) has been informed of the possibility of such damages or (b) is negligent.

**FLASHING BEACON PLAN
OREGON COAST HIGHWAY
US 101, M.P. 357.28
(BROOKINGS)**



NT.S.

Note:
updated flash sequence of all
beacons to latest standard.

LEGEND

POLES

- (E1) Retain and protect existing power pole (Power source)
- (E2) Retain and protect existing traffic signal mast arm pole
- (E3) Retain and protect existing pushbutton post

CABINETS

- (E4) Retain and protect existing meter base
- (E5) Retain and protect existing rectangular rapid flashing beacon controller cabinet

SIGNALS

- (E6) Retain and protect existing pedestrian pushbutton and instruction sign
- (E7) Retain and protect existing rectangular rapid flashing beacon
- (E8) Install rectangular rapid flashing beacon

SIGNS

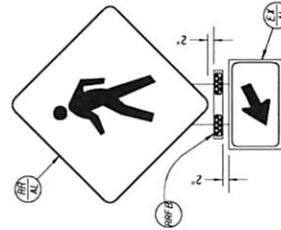
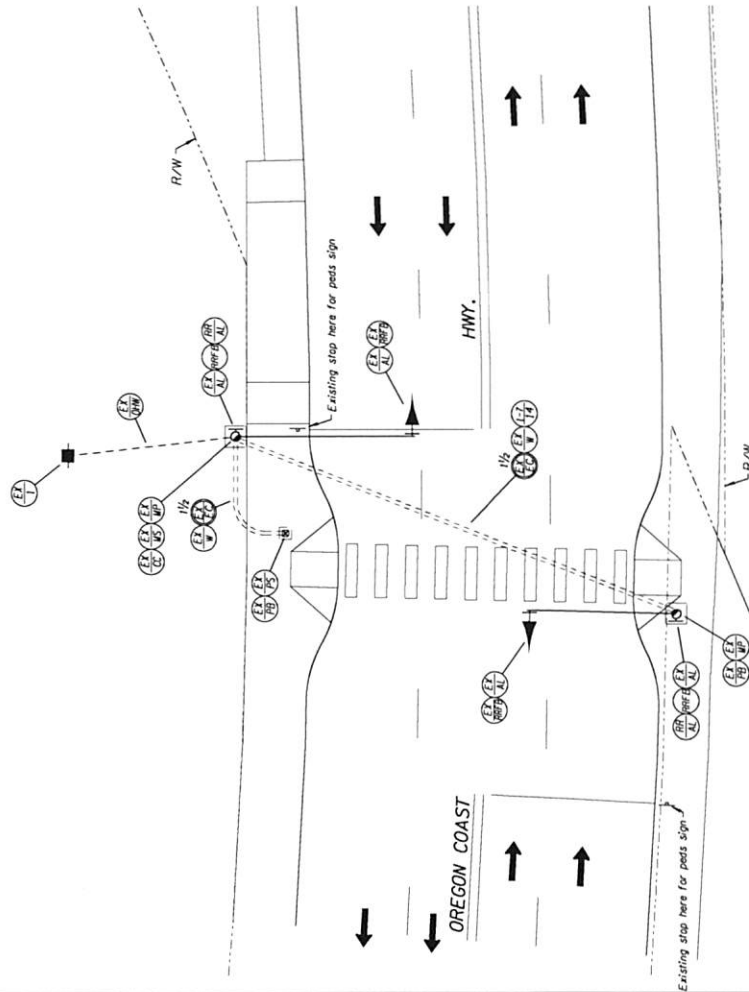
- (E9) Retain and protect existing aluminum sign
- (E10) Remove and reinstall existing aluminum sign to meet spacing shown on Pole Mounted RRFB detail, shown on this sheet.

CONDUITS

- (E11) Retain and protect existing electrical conduit size (S-size) inch

WIRES

- (E12) Retain and protect existing overhead wire
- (E13) Retain and protect existing wiring
- (E14) Install (X-number of cables) control cables with (H-number) (G-AWG wire size) AWG conductors



POLE MOUNTED RRFB



EXISTING OVERHEAD RRFB



		REGISTERED PROFESSIONAL ENGINEER 51322PE FOR REVIEW OREGON JULY 9, 2001 TRENTON B.	
OREGON DEPARTMENT OF TRANSPORTATION		(STATE FORCE WORK) BROOKINGS RRFB UPGRADE OREGON COAST HIGHWAY COOS COUNTY	
Designer: Trenton B.	Reviewer: Scott Cramer	SHEET NO. M01	
Draftsman: Trenton B.	Checker: N/A	FLASHING BEACON PLAN	
RENEWS: 06-30-2021 7F21.7F22		Scale: 1"=20' Rotation: 0°	

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 16, 2019

Originating Dept: PW/DS


Signature (submitted by)

City Manager Approval

Subject: Urban Renewal District Projects

Background/Discussion:

The Urban Renewal Agency (URA) was formed in 2002 in order to develop projects under the Urban Renewal Agency District Plan. The Urban Renewal Agency Advisory Committee (URAAC) was formed in 2005 in order to advise the URA (City Council) on the implementation of the URA District Plans.

A project developed by the URA included the 2006 downtown improvements (Bonded in 2008 for \$3.4 Million) on Chetco Avenue from the Chetco Bridge to just north of Lucky Lane. The project included full street improvements and the re-location of overhead utilities underground from Oak Street to Lucky Lane. The project also included similar improvements to Spruce and Hemlock along with cross streets Oak, Willow, Fern, Wharf, Center, Mill and Pacific.

The Façade Program was also a URA project aimed at providing individual downtown property owners with matching funds to improve the look of their building façade.

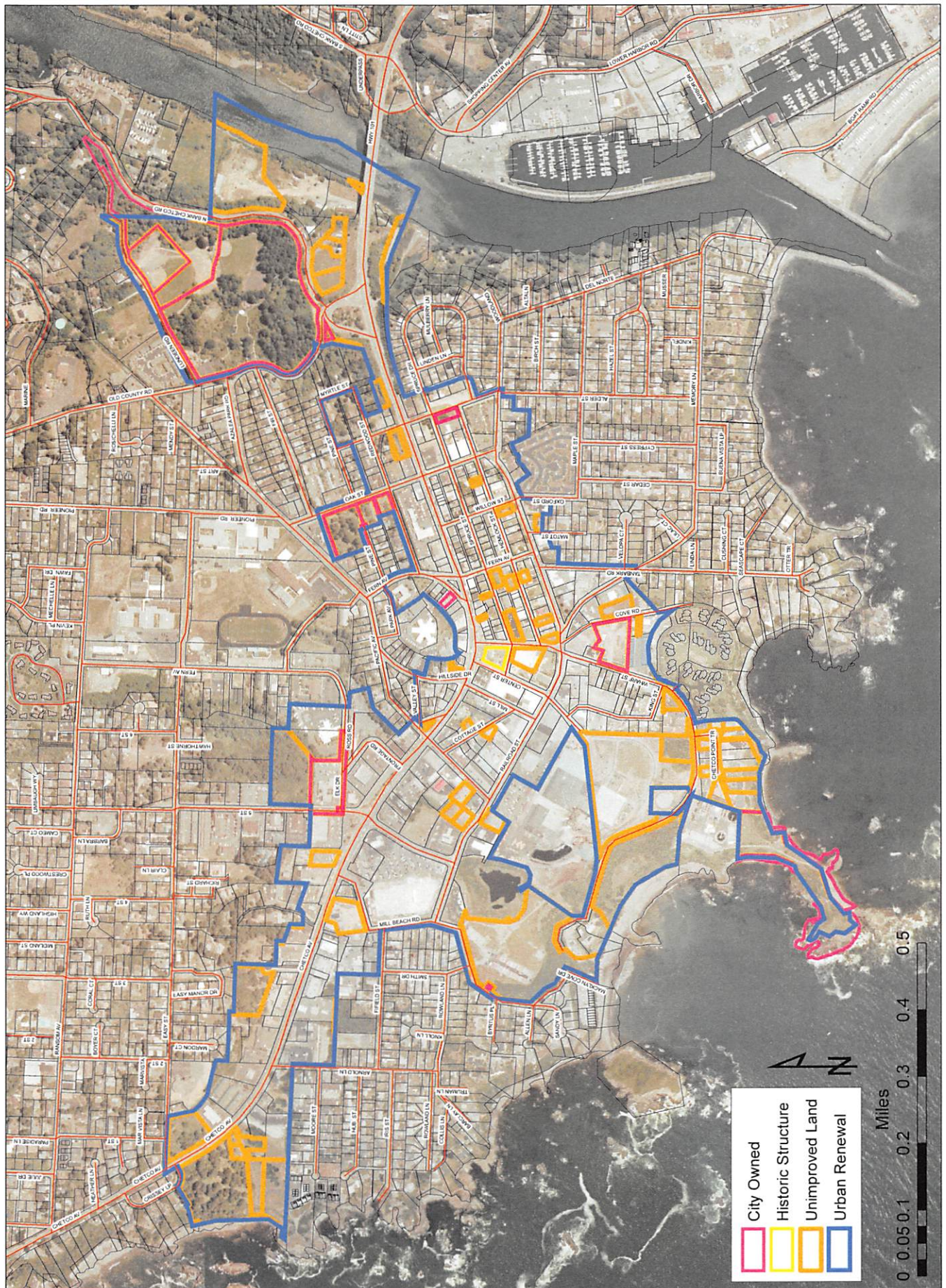
More recently, the Railroad Street Improvement Project was completed in 2018, partially with URA funds. The overall project leveraged URA funds to re-pay a loan from ODOT's Oregon Department of Transportation Investment Act (OTIA) for a total project cost of \$3.76 million.

In anticipation of the 2008 Bond payoff in June of 2020, staff has prepared a list of some URA District projects that have been discussed in recent years and could be eligible for funding:

- Capella Parking Lot – Azalea Park
- Alder Street Parking Lot
- Remaining infill sidewalks within the district
- Downtown Way Finding Enhancements
- Reinstatement of the Façade Program
- City Hall Remodel
- Performing Arts Center within the UR District
- Community Recreation Center

Attachments:

- a. Urban Renewal District Map
- b. CAR Downtown Master Plan Update June, 12, 2017

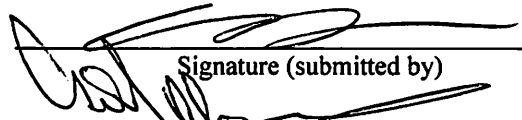



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 12, 2017


Originating Dept: Planning


Signature (submitted by)

City Manager Approval

Subject: Downtown Master Plan Update

Recommended Motion: to amend the Downtown Master Plan as recommended in the Council Agenda Report.

Financial Impact: None

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The Brookings Town Center Revitalization Study (known as the PROUD Study) was developed in 2002 by a committee of property and business owners within the study area as well as representatives from City Council, Planning Commission, Chamber of Commerce, ODOT and City Staff. The PROUD Study was used as the basis for the Brookings Urban Renewal Plan and the Brookings Downtown Master Plan in 2002. The Master Plan provides the framework for which aesthetic and economic development strategies are implemented in the downtown core area. Though never adopted by the City Council, development projects, particularly in the right of way within the downtown core area, over the past fifteen years have followed recommendations in the Master Plan. Projects to note include the Chetco Avenue improvement project completed in 2007, the conversion of Fern Avenue and Willow Street to one way traffic with diagonal parking. The Plan also calls for the reconstruction of Railroad Street, a project that is currently in design and utilizing standards from the 2002 Downtown Master Plan.

In November of 2016, the City Council indicated an interest in pursuing either an update to the existing Brookings Downtown Master Plan or the development of a new Plan. Staff returned with a proposal to update the now fifteen year old document recognizing that the collaborative effort put into developing standards for the Master Plan by the PROUD committee, and that much of the Plan is relevant today.

Staff conducted a series of public workshops over the past several months aimed to promote discussion of the current Downtown Master Plan and to get feedback regarding potential updates to the now fifteen year old document.

The series kicked off on November 3rd 2016 at the Public Library with a presentation from Katie Henry who is a specialist on Oregon Heritage and works in the Historic Preservation office of the

Oregon Parks and Recreation Department. Ms. Henry discussed the process and potential results from becoming a Main Street Program participant. The City is currently signed up as "Exploring the Main Street Program". The highest level of commitment is "Performing the Main Street Program". City Manager followed up the Main Street discussion by giving the audience a brief history of where we have been and are going since the 2002 Master Plan and offered the question, where do we see our downtown in ten years. What areas (building, public open spaces and right of ways) can be developed to enhance our downtown. These questions were asked in order to start a dialog with the audience and to set the table for the next public workshop.

The second public workshop was held on the evening of January 12, 2017 in the Emergency Operation Center and included 34 individuals in addition to staff conducting the workshop. The workshop began with a presentation bringing into focus the historical context of downtown Brookings followed by a review of the existing downtown plan's major project concepts, and review of the attributes of a successful downtown. The presentation centered on what is Downtown Brookings (where was it, where is it, what defines it) and which project concepts from the Plan have not been fully implemented and are they still viable and desirable?

The presentation was followed up with an open forum devoted to allowing participants one by one to voice their ideas, opinions, concerns and input. Top issues voiced by participants included design or theme for downtown, signage and way finding along with parking.

The third public workshop was held on the evening of February 9, 2017 in the Emergency Operation Center and included 15 individuals and 3 City staff presenters. The workshop began with a presentation by City Manager, with comments encouraged throughout, and with a couple of points in the presentation where input was specifically requested. The presentation responded to, and provided further development of ideas and opinions expressed in the previous workshop. Main topics included proposed updates to the concept plan in the Master Plan, downtown signage, parking, theme, and the physical boundary of downtown. Updates to the plan included (see attached Updated Downtown Map for reference):

- Parking: Consider potential to develop public, off-street parking behind Loring's Sporting Goods, north of the intersection for Chetco and Fern.
- Alternative to garden district concept: Utilize alleys and unused property sections (via lease when in private ownership) to develop additional parking. In other locations, this kind of treatment has encouraged secondary alley-serving business entrances. This could include a walkway or other pedestrian facilities.
- Downtown Anchor: Develop a cultural and performing arts campus including the Chetco Library and encompassing the old bowling alley, to become a performing arts center, extending east to City-owned property on the east side of Alder, to be developed for public parking. Close Hemlock between Oak and Alder Streets.

The workshop wrapped up with brief presentation by Teri Davis regarding Travel Oregon's Bike Friendly Business designation program. Davis walked interested participants through the process of applying for the designation and directed them to a link for more information.

Though there were several comments regarding architectural theme, there were no real solutions or interest in controlling the architectural theme of privately owned buildings. Generally what attracts people to Brookings is the beach therefore consideration of a "coastal theme" could be a supported direction.

It seems that most if not all agreed that the downtown is defined generally between Oak, Pacific and Railroad streets. Historic photo's coupled with original plat maps helped to confirm this consensus. The next step might be to define this as a "Historic District" rather than a "Downtown District". Main Street Program consultants encourage identifying a special district as a focal point. This will encourage interest in the unique heritage of Brookings and promote how to capture what it was moving forward.

Parking and way finding seem to be the central issues that visitors and downtown merchants deal with on a daily basis, not unlike issues the PROUD committee had encountered in their study. There has been a significant effort to resolve the lack of parking in the downtown core area through a variety of projects however several vacant or underutilized private lots still exist downtown that could be developed into parking lots.

The Downtown Master Plan calls for the development of a "Central Plaza" immediately South of the Central Building with one-way parking and street as convertible plaza space. Staff believes the intent was to provide an area that could be used for off-street parking on a daily basis, but that could also be used for downtown events.

The ownership of the Central Building and the lot currently leased to Bernie Bishop Mazda has recently changed and the new owners have approached the City about leasing the 11,300 square foot area for \$1130 per month. The current lease expires in October. This space would be used "as is" for public parking and redeveloped as a multi-use space over time.

Recommendations:

- Establish a "Historic District" between Oak, Pacific and Railroad.
- Develop and construct information kiosks and place them in strategic locations downtown to enhance visitors way finding.
- Authorize City Manager to pursue a lease agreement with owners of the Central Building for use of the rear parking lot as a public parking lot (formerly Mazda Dealer)
- Continue to pursue vacant land for the development of public parking downtown
- As funds allow, revive the Facade Improvement Program

Attachments:

- a. Updated Downtown Plan
- b. Notes from Public Workshop Participants
- c. Memo to Mayor & Council regarding Central Building lot for lease

Alternative:
Consolidate open/private parking spaces
along alley into unified public parking.

Public Parking Lot

Pedestrian paths
and connections

Converted one-way streets with diagonal parking

Triangle "Car Park" and Plaza

Unique streetscape and art features
throughout downtown streets and
public spaces

Protected Left-Turn Lane

Landscaped gateway
and parking lot

Expanded museum
with dedicated rear
entrance

Central Plaza
with one-way
parking and
street as
convertible plaza
space

Auto Sales area

Pedestrian
Connection through
Auto Sales park

Small pedestrian
plazas / gardens in
setbacks and between
buildings

Enhanced Crosswalks
& Corner Bulb-Outs

Protected Left-
Turn Lane

Dedicated RV
Parking Lot

Artists Live-Work Studios

Downtown Stream and "Urban
Garden" District

Railroad Street improved with wide side-
walks, landscaping and dedicated bike lane

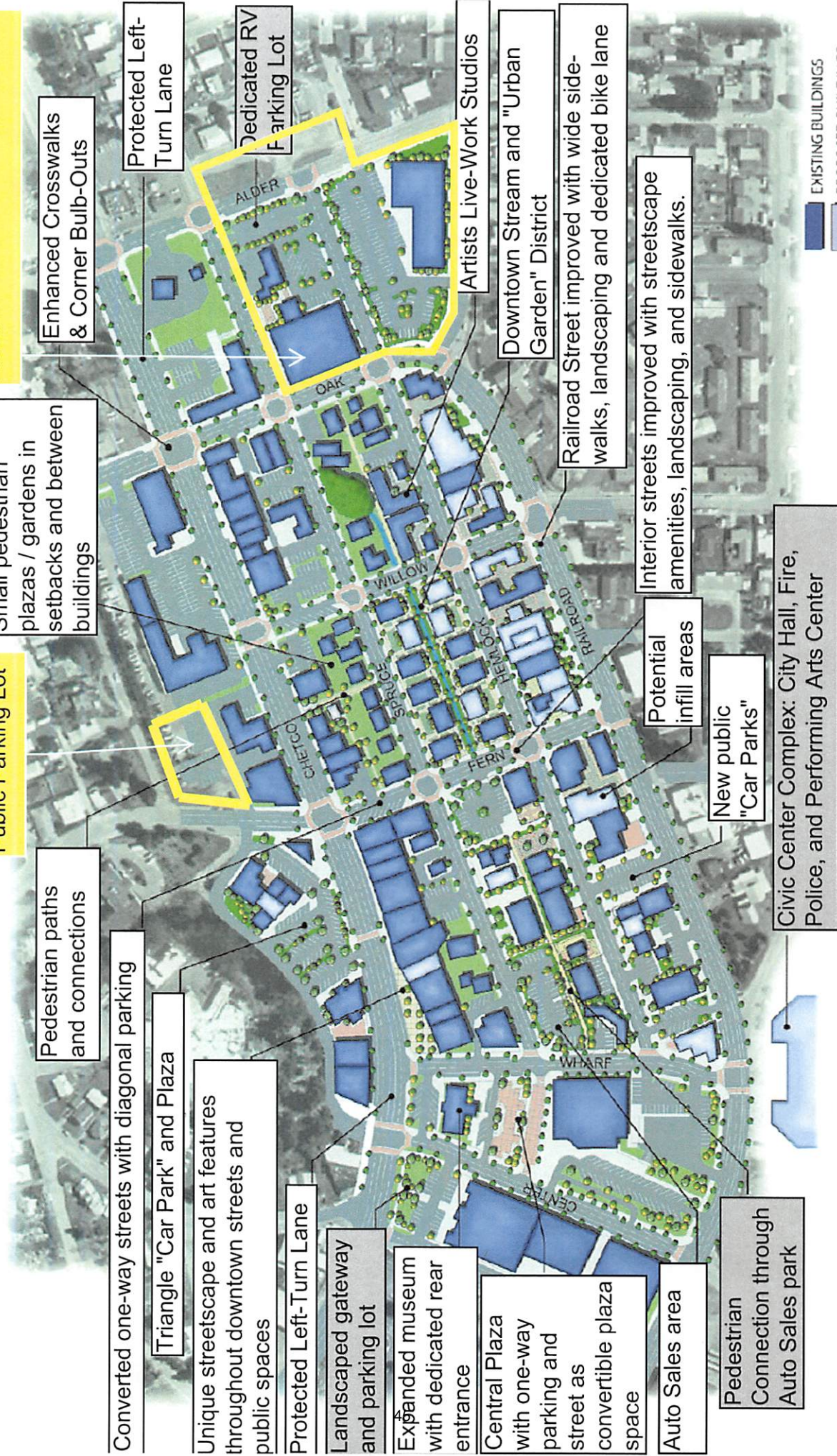
Interior streets improved with streetscape
amenities, landscaping, and sidewalks.

Potential
infill areas

New public
"Car Parks"

Civic Center Complex: City Hall, Fire,
Police, and Performing Arts Center

Performing Arts Center as part of
cultural campus. Close Hemlock
Street. Parking on east side of
Alder.



EXISTING BUILDINGS
PROPOSED BUILDINGS

Proposed new concept
Proposed to drop

This Plan is Conceptual Only, Final Design And Location Of Projects May Differ.

DOWNTOWN BROOKINGS MASTER PLAN update

Workshop #2 Summary

January 12, 2017

The Workshop

On the evening of January 12, 2017 the second workshop for updating the Downtown Brookings Master Plan was held in the Emergency Operations Center building adjacent to Brookings City Hall. By headcount, 34 individuals attended in addition to the City staff team conducting the workshop. The staff team is Gary Milliman, City Manager; Tony Baron, Parks & Technical Services Supervisor; and Chrissy Bevens, Management Analyst.

The workshop began with a presentation that included photographs of historic downtown Brookings, a review of the existing downtown plan's major project concepts, and a review of the attributes of a successful downtown. The presentation centered on the following questions:

- What is downtown Brookings?
 - Where was it?
 - Where is it?
 - What defines it?
- Which project concepts, that have not been fully implemented, are still viable and desirable?

Following the presentation, the bulk of the evening was devoted to participants voicing their ideas, opinions, concerns, and other input. Gary Milliman facilitated this discussion, calling on participants one-by-one and allowing them time to speak.

Top Issues

The Table below reports comments captured during the workshop and attempts to categorize them by topic. Top issues include the following:

- **Design or Theme** for downtown, which also relates to Identity and Sense of Place
- **Signage and Wayfinding**
- **Parking**, which was sometimes linked to Pedestrian concerns

Main topics	Comment/Discussion
Design/Theme	There is no central theme through the commercial district. Would like to see an ocean theme. Some businesses along Chetco look good; others do not.
Design/Theme	Some businesses could have better presentation, and contribute to a more consistent theme.
Parking Pedestrian friendly	Recommends two top priorities: 1. Make downtown more pedestrian friendly 2. Improve parking by providing off-street parking. These would encourage more business activity down side streets.
Design/Theme	Downtown not cohesive enough.
Railroad Street	The next most important step is improvements on Railroad Street. This would draw people south, off of 101/Chetco.
Hemlock Street	The improvements on Spruce Street picked up foot traffic tenfold. Do this on Hemlock.
Parking Signage/Wayfinding	The downtown City parking lot is constantly empty. We would benefit from increasing wayfinding.
Tourism Railroad Street Signage/Wayfinding	Is our goal to get tourists to stop downtown and spend money? If so, will they see anything on Railroad Street? How are people traveling through our downtown?
Gathering place Parking Design/Theme	Worked at Chamber of Commerce and was often asked something like: "Do you have a place where people gather downtown? A place where seniors can mingle?" If we offer attractive landscaping and off-street parking, the word will get out.
Railroad Street Design/Theme Volunteers	Railroad Street has a lot of potential. The existing downtown plan has a lot of good ideas. An architectural theme is desirable and would benefit downtown. Involving community volunteers is recommended.
Tourism	Our efforts need to focus on tourism. Most people stop for fast food and keep going.
Bicycle friendly	We need more bike racks. These can be artistic. They can even incorporate themes or logos related to Brookings.
Signage/Wayfinding	Would classify the situation in Brookings as "runaway signage". Gave the Central Building as an example. Though it is historic, though it has a museum and shops, due to dominating signage, you see it and you see a real estate office. Recommends: 1) Get signage under control 2) Generate both wayfinding and a theme through signage -business types are distinguished by sign color, for example -wayfinding directs traffic through the loop and orients drivers to what they are seeing.

Main topics	Comment/Discussion
Parking Signage/Wayfinding	The downtown parking lot needs a waterproof place with a brochure that orients visitors to downtown. The brochure could include paid advertisements. We also need wayfinding for parking at the Brookings Harbor Botanical Garden.
Identity/Sense of Place	Was attracted to live in Brookings due to: Banana Belt Historic interest of the WWII bombing near Brookings Chetco Point
Business viability	Very few downtown businesses stay in business over several years. It is challenging to run a business and it will be difficult to get businesses into downtown that will draw tourists.
Parking Signage/Wayfinding Hwy 101	ODOT restrictions on signage are difficult. Also, people speed on Chetco and ODOT regulations make a speed limit change
Historic District Identity/Sense of Place	Would like to see us reorganize the downtown plan to include a Historic District. The Central Building is an important historic resource downtown.
Gathering place	Likes the ideas in the existing plan, especially the proposed Central Plaza, behind the Central Building.
Signage/Wayfinding	Businesses have an ongoing challenge with sign regulations, such as sandwich board signs and flags.
Hwy 101	101 is "a blessing and a curse". To work, downtown may have to turn its back on 101. The template for that is what Bandon has. You must turn off 101 to enter old town.
Identity/Sense of Place	This town has so many things going for it, like Azalea Park, and a "non-ostentatious charm".
Pedestrian friendly	We must remember to prioritize pedestrian friendly.
Design/Theme Signage/Wayfinding	An example from Scottsdale: The more restrictive design standards became, the more people wanted to come. As an example, the sign ordinance was 73 pages.
Design/Theme Signage/Wayfinding	Another community example: Guidelines were so rigid that it became very difficult. Even a simple thing like changing out a window was a big process. Oregonians don't like to be told what to do. So, there is a balance between a design hodge podge and more constraints/rules.

DOWNTOWN BROOKINGS MASTER PLAN update

Workshop #3 Summary

February 9, 2017

On the evening of February 9, 2017 the third workshop for updating the Downtown Brookings Master Plan was held in the Emergency Operations Center building adjacent to Brookings City Hall. By headcount, fifteen people attended, including three City staff presenters.

The workshop started with a presentation by City Manager Gary Milliman, with comments encouraged throughout, and with a couple points in the presentation where input was specifically requested.

The workshop began with a presentation responding to, and providing further development of, ideas and opinions expressed in the previous workshop, held 01/12/17. Main topics included:

- Concept plan proposed updates
- Signing
- Parking
- Theme
- Location of downtown

Proposed updates to project concepts

- See Map 1, at the end of these notes, for items proposed to drop. There were no objections to dropping those items.
- Parking: Consider potential to develop public, off-street parking behind Loring's Sporting Goods, north of the intersection for Chetco and Fern.
- Alternative to garden district concept: Utilize alleys and unused property sections (via lease when in private ownership) to develop additional parking. In other locations, this kind of treatment has encouraged secondary alley-serving business entrances. This could include a walkway or other pedestrian facilities.

[It was noted by staff after the workshop that this concept is similar to a "woonerf", which is very low vehicular speed, fully shared, and is acknowledged as not only a transportation facility, but also a social space.]

- Downtown Anchor: Develop a cultural and performing arts campus including the Chetco Library and encompassing the old bowling alley, to become a performing arts center, extending east to City-owned property on the east side of Alder, to be developed for public parking. Close Hemlock between Oak and Alder Streets.

Participant comments and discussion:

Main Topics	Comment/Discussion
Signage	<p>We should offer a good alternative before we would disallow sandwich boards.</p> <p>Another participant agreed to exercise caution on the topic of eliminating sandwich board signs. They do help draw people to businesses; he has observed this in our downtown. Maybe tighten the regulations, but do not eliminate.</p>
Design & Wayfinding	<p>One participant described his experience with an eye- and attention-catching advertising campaign involving hundreds of plastic flamingos. Then he proposed something for our downtown: Display tear-drop shaped feather flags (see attachment) for tourist-oriented businesses. These look a little like the icons on web-based maps for a pinned location. These would be color-coded by business category. Optionally, each category could have an associated symbol. Restaurants would have a different color and symbol than gift shops, art galleries, etc. These would provide a festive atmosphere and would help tourists quickly orient to downtown options and amenities. These cost less than \$200 each.</p> <p>Another participant doesn't really like these flags.</p> <p>Another participant wants that they don't function well in this area on windy days and they are prone to fading quickly.</p>
Parking, Wayfinding	The parking area across from the theatre could host an informational sign with general information, locations of businesses, etc.
Wayfinding	We could leverage our community artists better and produce a downtown map, a fun one. Some communities have a cartoon-like downtown map.
HWY 101	There was some discussion related to the right of way for Chetco Avenue / Highway 101 and control of sidewalks. The City Manager clarified that, in patchwork fashion, the City has jurisdiction of some areas of sidewalk through the City limits, while ODOT maintains control in other areas. It may be possible to make this more consistent and for the City to take on more sidewalk jurisdiction. However, there are items to weigh and consider, such as liability versus control.
Signage	<p>Existing cluster sign at the Central Building is "hideous".</p> <p>Another participant expressed that the sign is ineffective. Drivers need to be able to easily read signage.</p>
Signage	<p>City should take more control of sandwich board regulations to mitigate trip hazards, etc.</p> <p>Another participant indicated that he wants to be able to sue the City if he loses business due to stricter sign regulations.</p> <p>Another participant reiterated his observation that sandwich board signs do help business and he clarified that he prefers them to be placed on private property, not on sidewalks.</p>
Design	Some business owners may choose to paint their building an ugly color because it draws attention.

Main Topics	Comment/Discussion
Parking & Traffic circulation	<p>Participant question: Could we do more one-way streets to increase parking?</p> <p>City Manager answer: Yes, but there are tradeoffs. An existing example is that from Chetco, you cannot turn south on Willow at the Mexican restaurant's to access their back parking lot.</p> <p>Another participant commented that she regularly observes people making that turn movement, even though it is not allowed due to one-way.</p> <p>Another participant commented that it is also difficult to make a turn onto Chetco from Willow.</p>
Parking	We shouldn't put new parking areas anywhere that would be good property for retail development.
Parking & Wayfinding	We can lure travelers into a nice parking area with some of the signage options we discussed, orient them once they park, and then they can walk to their destinations.
Parking, Wayfinding, & Anchor	<p>The existing City property behind Dairy Queen could be developed for parking. We would need to get something visual in place to draw people.</p> <p>Other participants related comments:</p> <ul style="list-style-type: none"> -Yes, add some ambiance as people come over the bridge. -Yes, so that tourists see the anchor attraction, park, then walk from there. -Yes, we need to get people "through the entrance" to our City. -But, there is already a parking lot at the eye clinic (northeast of Chetco at Oak?) and people don't park there. People won't walk four blocks to get downtown. -That's why we need a gateway or anchor to draw people in. -People already stop at Dairy Queen, so would work well in combination with a City entrance/gateway.
Anchor	Supports the idea of a good downtown anchor. In Tulsa a bond to fund a sports arena failed several times. Once it succeeded and the arena was built, it transformed downtown.
Design & Landscaping	Greenspace and landscaping adds to the appeal of the streetscape and doesn't need to be expensive.
Theme	Advocates for focusing not on a stringent theme, but on elements that add beauty, such as the wall garden at the Mexican Restaurant downtown.
Tourism & Theme	Participant asked if we have survey data indicating why visitors come to Brookings. City Manager answer is that survey data indicates people come to the area to visit the coast, not specifically to visit Brookings. Participant noted that maybe that should inform the theme: "coastal".
Design & Landscaping	Would like to see more greenery along sidewalks. Though there have been improvements, it still seems kind of barren.

Main Topics	Comment/Discussion
Design & Landscaping	Agrees that landscaping is very important. Noted that the participants responded positively to a presentation slide of downtown Astoria. She thinks they did so because of the beautiful tree in the photo.
Tourism	Has observed that tourists don't come downtown during Port events, but they do come for the Art Walk.
Downtown location	City Manager asked the question again, "Where is downtown". As in the 01/11/2017 workshop, this didn't prompt much discussion. Participants seem to be in agreement with downtown borders indicated in the existing downtown plan.

City Recorder Teri Davis finished the workshop with a presentation about Travel Oregon's Bike Friendly Business designation program. More information is available here: <http://industry.traveloregon.com/industry-resources/product-development/bike-friendly-business-program/> .

Map 1:

