

City of Brookings

MODIFIED – MEETING AGENDA

CITY COUNCIL

Monday, September 23, 2019, 7:00pm

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

*The City Council will meet in **Executive Session at 6:00 PM**, in the City's Manager's office, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions" and ORS 192.660 (2)(f) "To consider information or records that are exempt by law from public inspection."*

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Announcements

1. Introduction of new employee, RARE Erik Orta
2. Resignation of Cheryl McMahan
3. Recognition of Cheryl McMahan
4. National Emblem Club Week Proclamation [Pg. 2]

E. Oral Requests and Communications from the audience

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

F. Consent Calendar

1. Approve Council minutes for September 9, 2019 [Pg. 3]
2. Accept TPAC Committee minutes for August 8, 2019 [Pg. 5]
3. Receive monthly financial report for August 2019 [Pg. 6]

G. Staff Reports Public Hearings/Ordinances/Resolutions/Final Orders

1. Fire Department Training Facility [Public Safety, Pg. 12]
2. Crosswalk Enhancements Theater [PW/DS, Pg. 18]
3. Park Fee Waiver Request [PW/DS, Pg. 21]
4. KCIW Radio Agreement [City Manager, Pg. 29]
5. USGS Chetco River Gage Agreement [City Manager, Pg. 39]

H. Remarks from Mayor and Councilors

I. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

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

City of Brookings *Proclamation*

WHEREAS, the members of the Supreme Emblem Club of the United States of America, in promulgating community service, have actively engaged in seeking out the worthy and the needy in every community; and

WHEREAS, their assistance and guidance to young men and women is evidenced by great numbers of scholarships, assuring the advanced education of the deserving; and

WHEREAS, the requirements of those who have special needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of flood, quake, hurricane, and other disasters of nature; and

WHEREAS, these are dedicated to the principle of philanthropic endeavor; and

WHEREAS, be it resolved that the deeds of dedicated, charitable members of the Supreme Emblem Club of the United States of America be recognized;

NOW, THEREFORE, I, Jake Pieper, Mayor of the City of Brookings, Oregon, do hereby proclaim the week of September 9th, 2019, as

 *National* 
Emblem Club Week

In Witness Whereof,

I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 23rd day of September, 2019.

Mayor Jake Pieper

City of Brookings CITY COUNCIL MEETING MINUTES

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

Monday, September 9, 2019

Call to Order

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

Roll Call

Council Present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges and John McKinney and Ron Hedenskog; a quorum present

Staff present: City Manager Janell Howard, Public Works and Development Services Director Tony Baron and Deputy Recorder Rita Ritz

Media Present: None

Others Present: Approximately eight audience members

Ceremonies

Yard of the Month

Mayor Pieper announced the Yard of the Month award recipient for Best Residential – Ron and Dena Manley at 7161 Vista Ridge Drive and Best Commercial – Dairy Queen at 349 Chetco Avenue.

Scheduled Public Appearances

Sherri Laier – Harris Beach State Park

Sherri Laier and Dani Padilla of Oregon State Parks informed Council of Harris Beach State Park day use area closure for the removal of gorse.

Oral Requests and Communications from the audience

No one requested to address Council regarding non-agenda items.

Consent Calendar

1. Approve Council minutes for August 26, 2019
2. Accept Planning Commission minutes for August 6, 2019

Councilor Hodges moved, Councilor Hamilton seconded, and Council voted 4-1 with Councilor Hedenskog abstaining, to approve the Consent Calendar.

Staff Reports

Park Fee Waiver for Coastal Christmas Light Parade and Santa Party

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

Councilor Hodges moved, Councilor Hedenskog seconded and Council voted unanimously to waive Event Permit fees for the Coastal Christmas Light Parade and the Park Use fees for the Santa Party at Oasis Park on December 14, 2019.

Purchase of Automated Meter Reading (AMR) System

City Manager Howard presented the staff report.

Councilor McKinney moved, Councilor Hedenskog seconded and Council voted unanimously to authorize the City Manager to execute an agreement with Ferguson Waterworks to purchase the Automated Meter Reading (AMR) system for a total of \$375,000.

Remarks from Mayor and Councilors

Councilor Hamilton thanked Curry Good Samaritan Society for their help with Yard of the Month presentations.

Councilor Hedenskog remarked about Planning Commission minutes and advised them to review the code for short term rentals. Mayor Pieper reminded Council that there aren't that many in City Limits.

Mayor Pieper addressed Council on acceptance of Proclamations and how they have been accepted in the past and how he would like to return to that way.

Adjournment

Councilor Hedenskog moved, Councilor McKinney seconded and with all Councilors in favor Mayor Pieper adjourned the meeting at 7:25 p.m.

Respectfully submitted:

ATTESTED:
this 23rd day of September 2019:

Jake Pieper, Mayor

Janell K. Howard, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – August 8, 2019

CALL TO ORDER

Meeting called to order at 4:00 PM

1. ROLL CALL

Present: Committee members Barbara Ciaramella, Matt Honeycutt, Tim Kennedy, Bob Pieper and Skip Watwood

Absent: Sonya Billington, Dane Tippman

Also present: Staff Committee Liaison Lauri Ziemer, City Manager Janell Howard

2. APPROVAL OF MINUTES

Motion made by Skip Watwood to approve the minutes of July 11, 2019; motion seconded by Barbara Ciaramella, Tim Kennedy & Bob Pieper abstained. Committee voted and the motion carried.

3. Public Comment - None

4. ACTION ITEMS

a. Quarterly Marketing Proposals

i. Travel Southern Oregon Print Advertising – Susan Crow gave a phone presentation of her media proposal for print advertising in the Travel Southern Oregon Guide. Susan indicated that Southern Oregon is not greatly represented as there are not many businesses submitting ads. TPAC discussed but decided not to move further as they did not think the print advertising price would be the best fit for their limited funds.

ii. KTVL Marketing Donut and OTT Fall Package – Brian Schenk presented the marketing “donut” concept that allows TPAC to purchase 5 second advertising at the beginning and end of a 30 second promo and have local businesses buy 10 second advertising in the middle. Cost would be \$1,000 per quarter (3 months) and months could be non consecutive. KTVL would solicit local businesses to be the middle donut ads. **Motion made by Barbara Ciaramella to approve the Marketing Donut Plan for two quarters at \$1,000 per quarter with KTVL TV 10; advertising to be for the months of October and January through May; motion seconded by Matthew Honeycutt. Committee voted and the motion carried unanimously.** Matter forwarded to City Council.

5. INFORMATIONAL ITEMS

a. Recent Council Actions

i. Lauri Ziemer advised that City Council approved the Butterfly Festival event funding.

b. TPAC Budget - Committee reviewed budget.


6. Committee Comments on Non-Agenda Items –

Skip Watwood commented that he liked the recent push on social media for the upcoming Live Culture Coast, but thought the event concept could be clearer. Kathleen Dickson said she would share that with the event organizers.

7. SCHEDULE NEXT MEETING – Next meeting scheduled for September 12, 2019.

8. ADJOURNMENT – with no further business the meeting adjourned at 4:58 pm.

Respectfully submitted,


Skip Watwood, Chair
(approved at September 12, 2019 meeting)

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,236,390.00	100,318.19	170,293.87	3,066,096.13	5.3
LICENSES AND PERMITS	128,000.00	38,629.40	48,860.01	79,139.99	38.2
INTERGOVERNMENTAL	286,800.00	26,697.59	36,683.54	250,116.46	12.8
CHARGES FOR SERVICES	246,000.00	96,939.56	128,955.40	117,044.60	52.4
OTHER REVENUE	197,383.00	26,017.38	36,757.11	160,625.89	18.6
TRANSFERS IN	517,067.00	.00	.00	517,067.00	.0
	4,611,640.00	288,602.12	421,549.93	4,190,090.07	9.1
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	31,872.00	2,347.36	4,130.01	27,741.99	13.0
MATERIAL AND SERVICES	12,850.00	508.79	931.81	11,918.19	7.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	44,722.00	2,856.15	5,061.82	39,660.18	11.3
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	349,616.00	27,173.55	56,387.93	293,228.07	16.1
MATERIAL AND SERVICES	175,200.00	18,451.47	34,175.20	141,024.80	19.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	524,816.00	45,625.02	90,563.13	434,252.87	17.3
POLICE:					
PERSONAL SERVICES	2,240,968.00	175,669.02	364,589.97	1,876,378.03	16.3
MATERIAL AND SERVICES	183,300.00	22,731.15	35,461.73	147,838.27	19.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	8,904.62	58,962.38	13.1
TRANSFERS OUT	.00	.00	.00	.00	.0
	2,492,135.00	202,852.48	408,956.32	2,083,178.68	16.4
FIRE:					
PERSONAL SERVICES	207,351.00	16,326.20	34,466.94	172,884.06	16.6
MATERIAL AND SERVICES	100,000.00	18,324.52	20,876.45	79,123.55	20.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,579.00	.00	.00	30,579.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	337,930.00	34,650.72	55,343.39	282,586.61	16.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2019

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	228,662.00	17,347.36	37,200.96	191,461.04	16.3
MATERIAL AND SERVICES	90,800.00	4,643.44	5,431.44	85,368.56	6.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>319,462.00</u>	<u>21,990.80</u>	<u>42,632.40</u>	<u>276,829.60</u>	<u>13.4</u>
PARKS & RECREATION:					
PERSONAL SERVICES	270,876.00	20,169.61	44,351.60	226,524.40	16.4
MATERIAL AND SERVICES	105,500.00	12,571.52	15,424.78	90,075.22	14.6
CAPITAL OUTLAY	35,000.00	7,996.00	7,996.00	27,004.00	22.9
DEBT SERVICE	74,384.00	4,031.88	8,063.76	66,320.24	10.8
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>485,760.00</u>	<u>44,769.01</u>	<u>75,836.14</u>	<u>409,923.86</u>	<u>15.6</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	44.61	64.22	(64.22)	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>44.61</u>	<u>64.22</u>	<u>(64.22)</u>	<u>.0</u>
SWIMMING POOL:					
PERSONAL SERVICES	71,087.00	31,540.67	63,361.86	7,725.14	89.1
MATERIAL AND SERVICES	39,000.00	7,855.42	10,832.02	28,167.98	27.8
CAPITAL OUTLAY	.00	919.97	919.97	(919.97)	.0
	<u>110,087.00</u>	<u>40,316.06</u>	<u>75,113.85</u>	<u>34,973.15</u>	<u>68.2</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	161,600.00	10,092.98	12,777.82	148,822.18	7.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	622,239.00	.00	.00	622,239.00	.0
CONTINGENCIES AND RESERVES	632,889.00	.00	.00	632,889.00	.0
	<u>1,416,728.00</u>	<u>10,092.98</u>	<u>12,777.82</u>	<u>1,403,950.18</u>	<u>.9</u>
	<u>5,731,640.00</u>	<u>403,197.83</u>	<u>766,349.09</u>	<u>4,965,290.91</u>	<u>13.4</u>
	<u>(1,120,000.00)</u>	<u>(114,595.71)</u>	<u>(344,799.16)</u>	<u>(775,200.84)</u>	<u>(30.8)</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2019

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	795,000.00	30,804.09	74,880.71	720,119.29	9.4
OTHER REVENUE	14,650.00	2,651.26	7,034.33	7,615.67	48.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>809,650.00</u>	<u>33,455.35</u>	<u>81,915.04</u>	<u>727,734.96</u>	<u>10.1</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	208,899.00	15,907.06	32,934.26	175,964.74	15.8
MATERIAL AND SERVICES	208,000.00	22,789.56	24,339.71	183,660.29	11.7
CAPITAL OUTLAY	329,450.00	.00	.00	329,450.00	.0
DEBT SERVICE	22,149.00	1,506.76	3,013.52	19,135.48	13.6
TRANSFERS OUT	156,747.00	.00	.00	156,747.00	.0
CONTINGENCIES AND RESERVES	119,405.00	.00	.00	119,405.00	.0
	<u>1,044,650.00</u>	<u>40,203.38</u>	<u>60,287.49</u>	<u>984,362.51</u>	<u>5.8</u>
	<u>1,044,650.00</u>	<u>40,203.38</u>	<u>60,287.49</u>	<u>984,362.51</u>	<u>5.8</u>
	<u>(235,000.00)</u>	<u>(6,748.03)</u>	<u>21,627.55</u>	<u>(256,627.55)</u>	<u>9.2</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,725,000.00	193,986.99	387,826.01	1,337,173.99	22.5
OTHER INCOME	53,000.00	3,610.00	8,325.32	44,674.68	15.7
TRANSFERS IN	.00	.00	.00	.00	.0
	1,778,000.00	197,596.99	396,151.33	1,381,848.67	22.3
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	372,792.00	28,785.97	59,539.40	313,252.60	16.0
MATERIAL AND SERVICES	173,900.00	32,427.95	38,475.81	135,424.19	22.1
CAPITAL OUTLAY	50,000.00	20,982.34	25,465.20	24,534.80	50.9
DEBT SERVICE	8,378.00	165.78	331.56	8,046.44	4.0
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	629,070.00	82,362.04	123,811.97	505,258.03	19.7
WATER TREATMENT:					
PERSONAL SERVICES	25,442.00	1,974.66	4,068.41	21,373.59	16.0
MATERIAL AND SERVICES	470,608.00	20,721.35	20,817.63	449,790.37	4.4
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	3,712.00	165.78	331.56	3,380.44	8.9
TRANSFERS OUT	939,649.00	.00	.00	939,649.00	.0
CONTINGENCIES AND RESERVES	179,519.00	.00	.00	179,519.00	.0
	1,628,930.00	22,861.79	25,217.60	1,603,712.40	1.6
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,258,000.00	105,223.83	149,029.57	2,108,970.43	6.6
	(480,000.00)	92,373.16	247,121.76	(727,121.76)	51.5

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2019

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,220,300.00	267,091.52	539,869.14	2,680,430.86	16.8
OTHER REVENUE	20,000.00	725.00	2,685.35	17,314.65	13.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,235,800.00</u>	<u>267,816.52</u>	<u>542,554.49</u>	<u>2,693,245.51</u>	<u>16.8</u>
 <u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	572,588.00	42,692.26	89,477.81	483,110.19	15.6
MATERIAL AND SERVICES	218,900.00	26,976.49	33,737.48	185,162.52	15.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,378.00	165.78	331.56	8,046.44	4.0
TRANSFERS OUT	189,319.00	.00	.00	189,319.00	.0
	<u>1,004,185.00</u>	<u>69,834.53</u>	<u>123,546.85</u>	<u>880,638.15</u>	<u>12.3</u>
 WASTEWATER TREATMENT:					
PERSONAL SERVICES	38,478.00	2,962.65	6,102.54	32,375.46	15.9
MATERIAL AND SERVICES	929,139.00	28,956.23	29,091.39	900,047.61	3.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	3,712.00	165.78	331.56	3,380.44	8.9
TRANSFERS OUT	1,446,118.00	.00	.00	1,446,118.00	.0
CONTINGENCIES AND RESERVES	318,668.00	.00	.00	318,668.00	.0
	<u>2,736,115.00</u>	<u>32,084.66</u>	<u>35,525.49</u>	<u>2,700,589.51</u>	<u>1.3</u>
	<u>3,740,300.00</u>	<u>101,919.19</u>	<u>159,072.34</u>	<u>3,581,227.66</u>	<u>4.3</u>
	<u>(504,500.00)</u>	<u>165,897.33</u>	<u>383,482.15</u>	<u>(887,982.15)</u>	<u>76.0</u>

CITY OF BROOKINGS
 FUND SUMMARY
 FOR THE 2 MONTHS ENDING AUGUST 31, 2019

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	608,795.00	4,611.41	8,298.45	600,496.55	1.4
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.54	689.08	1,310.92	34.5
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>610,795.00</u>	<u>4,611.95</u>	<u>8,987.53</u>	<u>601,807.47</u>	<u>1.5</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	.00	35,000.00	.0
CAPITAL OUTLAY	310,056.00	.00	.00	310,056.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>795,795.00</u>	<u>.00</u>	<u>.00</u>	<u>795,795.00</u>	<u>.0</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>795,795.00</u>	<u>.00</u>	<u>.00</u>	<u>795,795.00</u>	<u>.0</u>
	<u>(185,000.00)</u>	<u>4,611.95</u>	<u>8,987.53</u>	<u>(193,987.53)</u>	<u>4.9</u>

CITY OF BROOKINGS
COUNCIL AGENDA REPORT

Meeting Date: September 23, 2019



Signature (submitted by)

Originating Dept: Public Safety Dept



City Manager Approval

Subject:

Fire department training facility near the City of Brookings Airport.

Recommendation:

Motion to approve the fire training site near the Brookings Airport.

Financial Impact:

No immediate cost. Minimal future maintenance costs.

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 and McLennan Excavation Inc. have both assisted greatly in making this site possible.

The combination of The Brookings Fire Association and community donations is intended to cover all initial costs associated with development of the fire training site. McLennan Excavation Inc. has offered to donate their time and equipment to build the road into the training

site. They also provided the lowest bid of \$11,200 for the rock to cover the road which will be paid for by the Fire Association. The association will also be paying the \$7,500-\$9,000 for the three conex containers and their delivery, which will form the actual Class A fire training structure. South Coast Lumber originally donated the land for use and has also offered to provide a gate at their cost of \$1,500 to the association to restrict access to the site. Future costs associated with further development are expected to be minimal as a small wood structure is the only other planned piece requiring supplies.

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

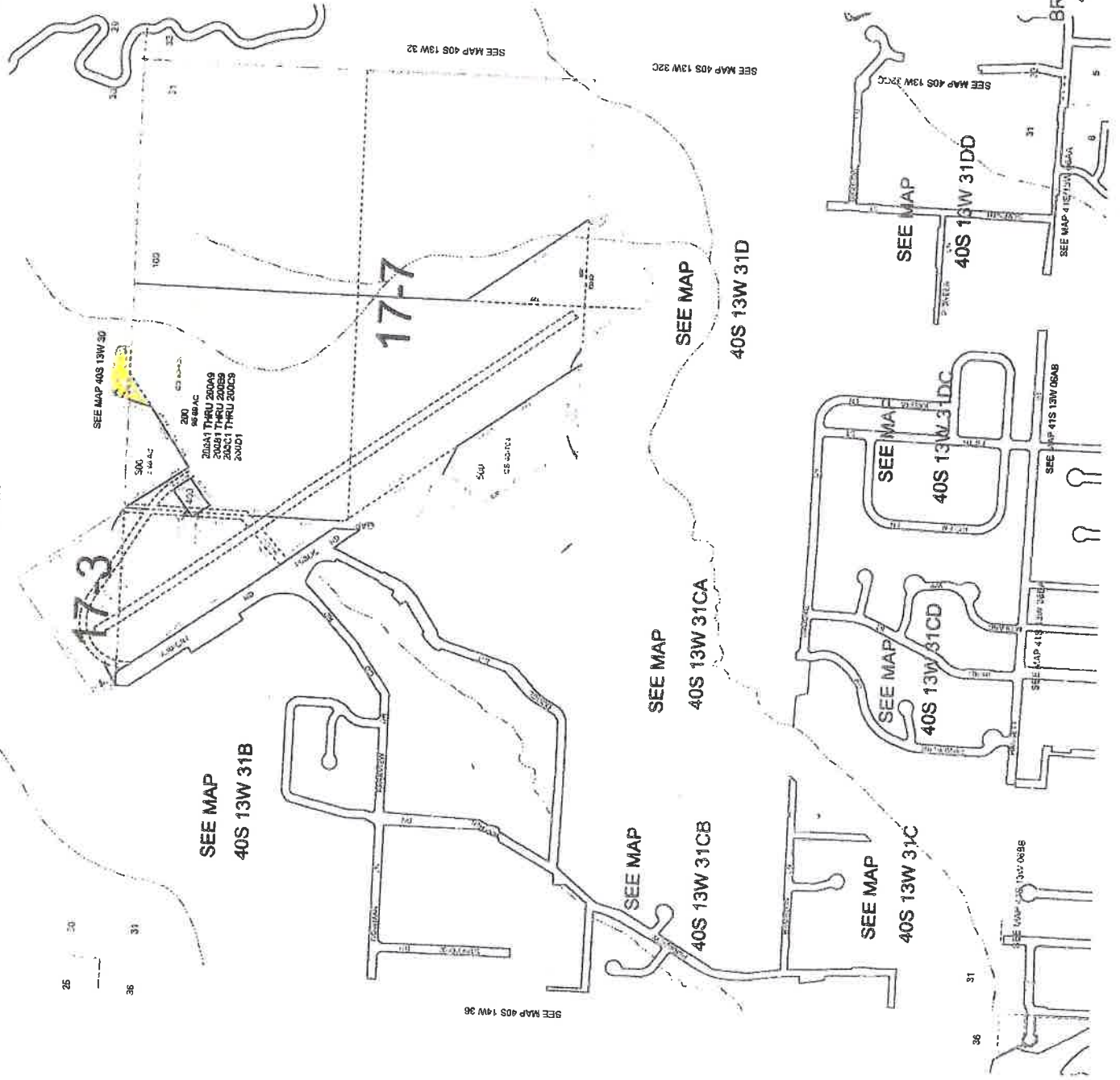
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY



SECTION 31 T.40S. R.13W. W.M.
CURRY COUNTY
1" = 400'

40S13W31
BROOKINGS

CANCELLED:



Revised: RA
11/4/2010
BROOKINGS
40S13W31



Google Earth



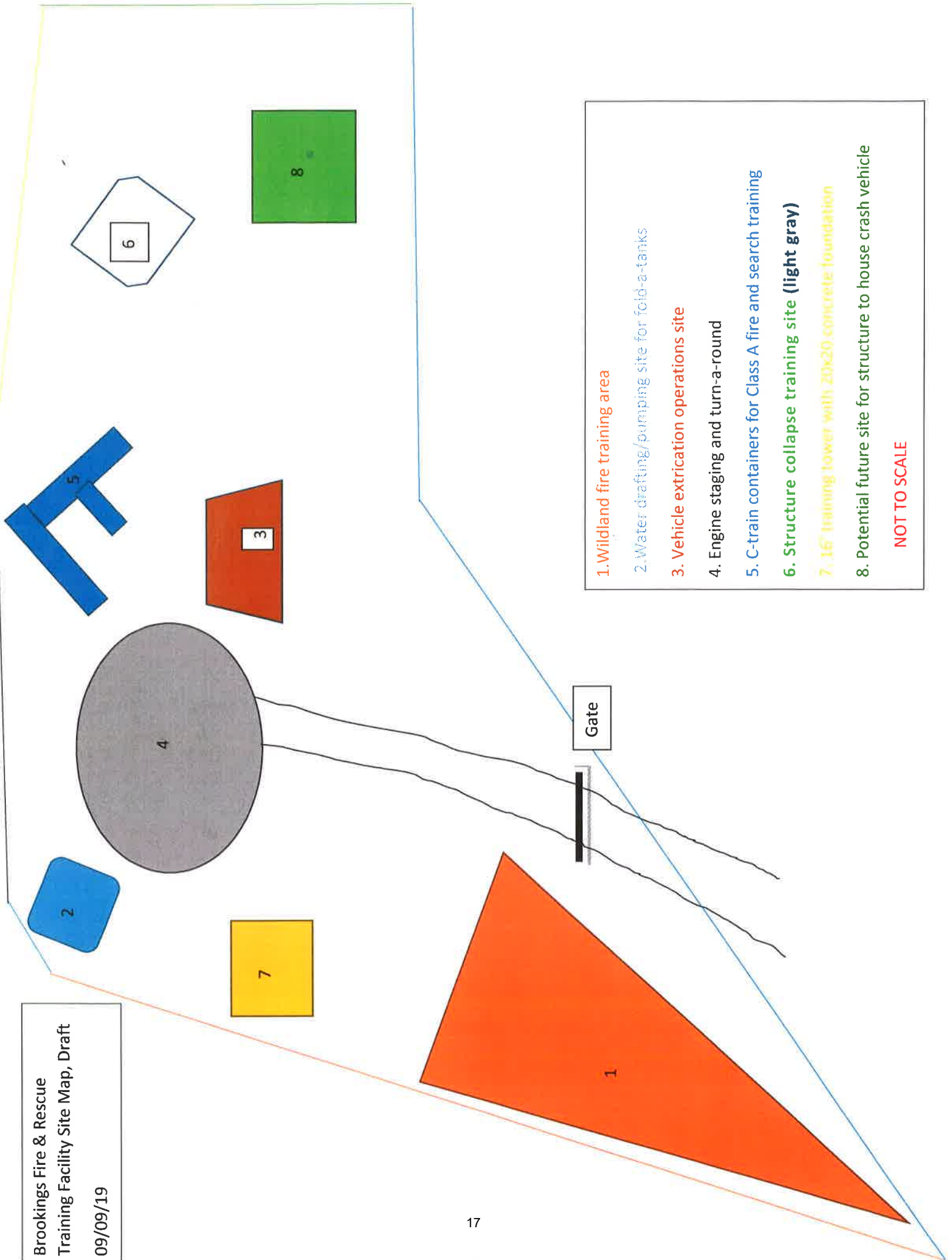
South Coast Lumber Company



Scale: 1 inch = 200 Feet

Brookings Fire & Rescue
Training Facility Site Map, Draft

09/09/19



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 AGENDA REPORT

Meeting Date: September 23, 2019

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Crosswalk Enhancements

Recommended Motion: Authorize City Manager to enter into an agreement with ODOT for crosswalk light enhancements at Redwood Theater in the amount of \$8,000.

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)

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

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.

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.

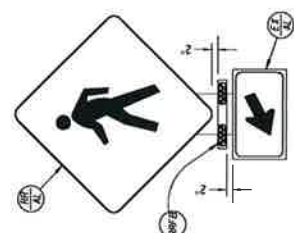
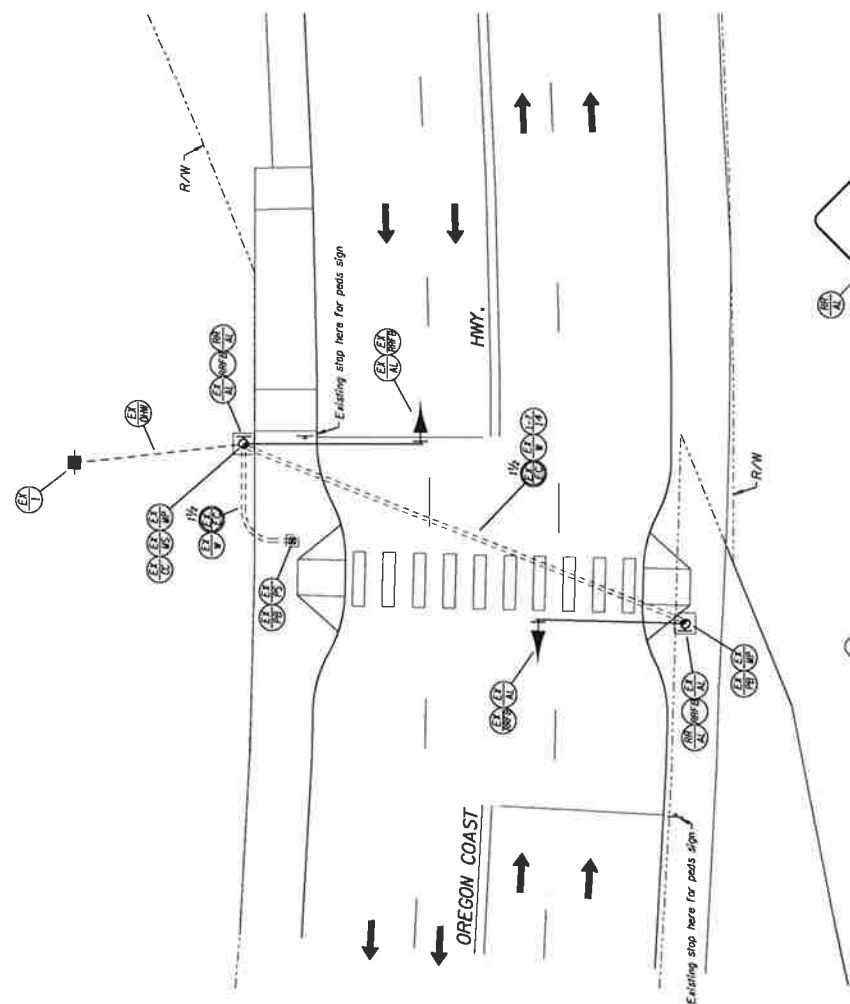
**FLASHING BEACON PLAN
OREGON COAST HIGHWAY
US 101, M.P. 357.28
(BROOKINGS)**



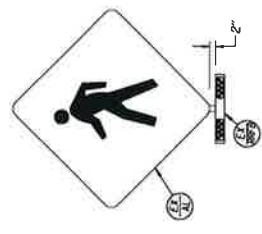
Notes:
updated flash sequence of all
beacons to latest standard.

LEGEND

- POLES**
- (E-1) Retain and protect existing power pole (Power source)
 - (E-2) Retain and protect existing traffic signal mast arm pole
 - (E-3) Retain and protect existing pushbutton post
- CABINETS**
- (E-4) Retain and protect existing meter base
 - (E-5) Retain and protect existing rectangular rapid flashing beacon controller cabinet
- SIGNALS**
- (E-6) Retain and protect existing pedestrian pushbutton and instruction sign
 - (E-7) Retain and protect existing rectangular rapid flashing beacon
 - (E-8) Install rectangular rapid flashing beacon
- SIGNS**
- (E-9) Retain and protect existing aluminum sign
 - (E-10) Remove and reinstall existing aluminum sign to meet spacing shown on Pole Mounted RRFB detail, shown on this sheet.
- CONDUITS**
- (E-11) Retain and protect existing electrical conduit size (S=Size) inch
- WIRES**
- (E-12) Retain and protect existing overhead wire
 - (E-13) Retain and protect existing wiring
 - (E-14) Install (Y=number of cables) control cables with (N=number) (G=AWG wire size) AWG conductors



POLE MOUNTED RRFB



EXISTING OVERHEAD RRFB


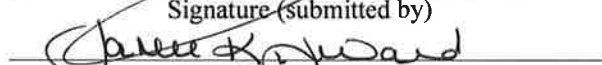
<p>OREGON DEPARTMENT OF TRANSPORTATION</p>		<p>(STATE FORCE WORK) BROOKINGS RRFB UPGRADE OREGON COAST HIGHWAY COOS COUNTY</p>	
<p>DESIGNED: Trenton Olsen DRAWN: Trenton Olsen</p>		<p>REVIEWED: Scott Chumley CHECKED: N/A</p>	
<p>REGISTERED PROFESSIONAL ENGINEER S1322PE FOR REVIEW OREGON JULY 9, 2001 TRENTON B. CLICK</p>		<p>REVISIONS: 06-30-2021 7F21.7F22</p>	
<p>HWY: 009 M.P.: 357.28</p>		<p>ISSA NO. TNS</p>	
<p>DATE: 06/27/2019 12:41:41 PM</p>		<p>SHEET NO. M01</p>	
<p>Brookings-RRFB.dgn :: Default</p>		<p>FLASHING BEACON PLAN</p>	
<p>6/27/2019 12:41:41 PM hwr33f</p>		<p>Rotation: 0° Scale: 1"=20'</p>	

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2019

Originating Dept: PWDS


Signature (submitted by)

City Manager Approval

Subject:

Park Fee Waiver Request for Ede Viale to operate a Benevolent Meal Site at Azalea Park.

Recommended Motion:

Motion to deny request for Park Fee waiver for Ede Viale

Financial Impact:

Loss of \$67.50 in fee revenue per day. Requesting the use of the park 3 days a week would be \$202.50 per week and \$10,530.00 per year.

Background/Discussion:

This request is unlike any we have had before in three ways: 1) Previous fee waivers approved by Council have been to non profits; 2) the fee waiver request is for a Park Use Permit that is ongoing and has no end date; and 3) request is to operate a Benevolent Meal Site.

Ede Viale is operating a benevolent meal site as identified by the County Health Inspector in the Azalea Park parking lot across from St. Timothy's Church. This came to my attention on September 4, 2019 at which time I approached her and what appeared to be a buffet style meal line that included sandwiches, prepared meats, chips and water. She reported to me that she feeds upwards of 70 people a day. I informed her that a Park Use Permit for this activity is required. She became very upset, demanding that I leave, that it is a public space and she has the right to use the parking lot to set up and feed her friends.

I returned on September 9, 2019 and the County Health Inspector was also on site. He informed her of the process to license her as a benevolent meal site operator. I again informed her that she would need to apply for a Park Use Permit to continue as a benevolent meal site and she would not be able to continue to operate until it was approved. She then came to City Hall on September 10, 2019 and filled out the Park Use Permit form.

On September 11, 2019 she was again in the park operating her event. I advised her that she could not continue until the permit was approved. She was very upset that I was there.

On September 16, 2019, I went to the park to inform her that her permit was approved. I also informed her that I could only temporarily waive the fees and that she would need to prepare a fee waiver request for the City Council to consider. On September 17, 2019 she submitted the attached fee waiver request letter.

Due to the duration, amount of days requested, location and event not having an end date, staff recommends the fee waiver request be declined and seeks direction on how to proceed with future requests for similar events.

Attachments:

- a. Park Use Application Permit
- b. Fee Waiver Request Letter
- c. Benevolent Meal site information



PARK USE APPLICATION PERMIT

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

CITY USE ONLY		Rec'd Date:	By:	
Department:	By:	Date:	Approved	Comment
Parks	JT	9/11/19	(Y) N	(Y) N
Public Works	JT	9-11-19	(Y) N	(Y) N
Fire	JT	9/12/19	(Y) N	Y (N)
Police	JSD	9/11/19	(Y) N	Y (N)
Finance Dept.	JT	9-12-19	(Y) N	Y (N)

Please sign, date and deliver to the next Dept. Please note comments on pg. 4 under "Comments" and **RETURN TO LAURI** Distributed: 9-11-19

Event Date(s): ___/___/___⁶⁰ Time: 9:00 am/pm to 10:00 am/pm Day(s): (M) T (W) R (F) Sat/Sun

No. of participants (each day): ? @ 30 +/- Nature/Name of Event: Benevolent meal site

Organization: * advised up to 70

Contact Person: EDIE VIAIR Phone #: 609-7381 Cell #: _____

Mailing Address: 1935 Barnacle-Rock Rd Brookings SD 57405

email: doxi1@charter.net Return deposit to: Paul 661-3320

- PARK/LOCATION:** (Check all that apply) **AZALEA PARK AREA:** (Check all that apply)
- Azalea Bud Cross Easy Manor Gazebo Bandshell/Stage Concession Stand – Bandshell
 - Bankus Skate Park Chetco Point Lawn area Kidtown Picnic Area Restrooms only – Bandshell
 - Stout Tennis Courts Oasis Softball Field 1 Field 2 Multiuse Field Concession Stand – Softball
 - Lights Restrooms only – Softball

Other: location provided appl. by PWPS J. Tost not in parking lot Other: Parky lot space

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

LIABILITY STATEMENT/AGREEMENT

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

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

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

Applicant Name (PRINT): EDIE VIAIR
Applicant SIGNATURE: [Signature] Date: 9-10-19

City Use Only: Paid: 0 Applicant Notified: 9/13/19 Parks Notified: [Signature]

PARK USE FEE/REQUIREMENT WORKSHEET



Declared a Benevolent meal site location
 THIS PAGE FOR CITY USE ONLY: short term occupancy temp. fee waiver until CCmtg

Use	# of people	City Resident	Non Profit	User Fees	Deposit Fees	Restrictions/Comments
Park		Y/N	Y/N	\$ 67.50	\$ 67.50	No fees until CC determines if they are going to waive.
Bandshell/Stage		Y/N	Y/N	\$	\$	
Concession Stand w/restrooms - \$83.00				\$	\$	
Concession Restrooms ONLY - \$25.00				\$	\$	
Picnic Tables: Qty _____ @ \$20 each				\$	\$	
Fields - Softball, Kickball, Soccer \$25 per game/perteam				\$	\$	
Softball Field Lights _____ hrs @ \$60 per hour				\$	\$	
TOTAL				\$ 0	\$ 0	
Check #						
City Receipt #						

Other Requirements Additional Information/Comments

Site Plan Map On-site visit required. Date: _____ Time: _____ am/pm
 City Business License
 Liquor License - Required to sell alcoholic beverages (Must obtain license through the Oregon Liquor Control Commission)
 Proof of Insurance *required + provided.*
 Security No. of Officers: _____ Comments: _____
 Temporary Signs Park Supervisor Approval: Yes No
 Comments: _____

Department Comments: *Event can not be held in Parking area. I showed GDS an alternative area.*
not in Parking lot.
Matter to go to CC to determine if fees will be waived, until then no fees to be charged. Notify applicant once determined.

Security Deposit refund submitted on: _____ Amount: \$ _____
 Deposit not returned/reason: _____
 Event cancelled on: _____ Fee returned: in full partial Amount refunded: \$ _____
 Reason for refund: _____

To whom it may concern,

My name is Ede Viale ...Monday Wednesday Friday, I bring over a hundred cold sandwiches to feed the hungry in Brookings.. I park at the end of the Azalea parking lot and put the sandwiches on a table -water , etc.

I am there 9 am to 10 am...leaving a clean area . Most days its 35 min.. Its easier for those in need to meet me there because the location.. Please waive any fees , since I have spent over 7,000.00 of my own money to do this ..taking most of my social security check.. Plus 100. of it goes to an account set up for children...18 yrs now. My husband n I never exchange gifts preferring to put our money into this ... those who have nothing.

This area is easier for my friends Because it across from the. Church who provide showers - get their mail. They walk far to get there..They see me and they found a person who cares, unconditionally..Its an honor to help them.. Please waive any fees.. so I can continue to let these people know They Matter.

Viale


19135 Barnacle Rock Rd

Brookings, OR 97415

541-469-7381

calls past 4 PM I'm in bed by 5 PM



Policy Endorsements

Additional Insured - Coverage A and B - Coverage E and F (E6141 - 1st Edition)

Policy Number: 90415-74-30
Effective Date: 9/10/2019
Named Insured: Paul Viale and Ede Viale
 19135 Barnacle Rock
 Brookings, OR 97415-9763
Location of Premises: 19135 Barnacle Rock Rd
 Brookings, OR 97415-9763

In consideration of the premium we agree with you to the following:

- 1. Applicable only when indicated by an .
 The insurance provided by this policy, for Section I, Coverage A - Dwelling or Mobile Home and Coverage B - Separate Structures shall also apply to the additional insured named below.
- 2. Applicable only when indicated by an .
 The insurance provided by this policy for Section II, Coverage E - Personal Liability and Coverage F - Medical Payments to Others shall also apply to the additional insured named below.
- 3. Insurance applies only with respect to occurrences arising out of the existence of the premises at the above location.
- 4. The additional insured shall not be construed or deemed to be a subscriber to the Company issuing this policy.
- 5. The additional insured shall not be or become liable for any premium payments due upon this policy. If this policy is terminated for any reason we will give ten (10) days notice in writing to the additional insured named below.

Additional Insured: City of Brookings Oregon
 898 Elk Dr
 Brookings, OR 97415-9648

Countersigned

Authorized Representative

91-6141 1st Edition 3-90

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



Special Form Homeowners Declaration Page

Policy Number: 90415-74-30
Effective: 7/25/2019 12:01 AM
Expiration: 7/25/2020 12:01 AM
Named Insured(s): Paul Viale and Ede Viale
 19135 Barnacle Rock
 Brookings, OR 97415-9763
Property Insured: 19135 Barnacle Rock Rd
 Brookings, OR 97415-9763
Underwritten By: Farmers Insurance Company of Oregon
 6600 SW Hampton Street
 Tigard, OR 97223

Premiums

Full-term Premium (excluding fees)	\$1,707.43
Prorated Premium (9/10/2019 - 7/25/2020)	\$104.64
Total for this Transaction	\$104.64

*also see Information on Additional Fees below

This is not a bill.

Your bill with the amount due will be mailed separately.

Information on this declaration is effective 9/10/2019.

Description of Property

Year of Construction 1983 **Construction Type** Frame W/ 0%-33% Masonry Veneer

Roof Type	Number of Units	Occupancy
Asphalt Shingle	1	Owner Occupied (Primary Res.)

Property Coverage

Coverage	Limit	Coverage	Limit
Coverage A - Dwelling	\$320,000	Coverage C - Personal Property	\$256,000
Extended Replacement Cost	\$80,000	Contents Replacement Cost	Covered
Coverage B - Separate Structures	\$69,000	Coverage D - Loss of Use	\$96,000
Building Ordinance or Law	10%		

Liability Coverage

Coverage	Limit	Coverage	Limit
Coverage E - Personal Liability	\$1,000,000	Coverage F - Medical Payments To Others	\$1,000

Additional Coverage

Coverage	Limit	Coverage	Limit
Watercraft	Covered	Business Pursuits - On Premises	See endorsement E6158
Inboard/Outboard Motor Watercraft	Covered		

farmers.com

Policy No. 90415-74-30

Questions?

Call your agent Wayne Taylor Ins Agy Inc at (541) 469-7703 or email wtaylor@farmersagent.com

Manage your account:

Go to www.farmers.com to access your account any time!

Benevolent Meal Site Information Guide

The Food Sanitation Rules (OAR 333-150-0000 Section 3-201.11 (L)) allow some benevolent organizations to serve home-prepared foods to needy individuals. The following information is provided to help make sure those foods are safe and wholesome.

Definition

A “Benevolent Meal Site” is a periodic food service operation run by a benevolent organization or individual that provides food to the needy or indigent without charge and does not operate from a permanent kitchen facility.

License Required

The event coordinator is required to obtain a benevolent temporary restaurant license from the County Health Department.

Food Handler Card

The coordinator is responsible for ensuring that volunteers who will be preparing food in their homes have obtained a Food Handler Certificate.

<https://public.health.oregon.gov/HEALTHYENVIRONMENTS/FOODSAFETY/Pages/cert.aspx>

- If the food is prepared by a group of people at the same location, only the person supervising the food preparation will be required to obtain a certificate. This person shall be at the preparation site at all times;
- Volunteers that provide only non-perishable baked goods or whole, uncut fresh fruits and vegetables are exempt from the food handler certification requirement.

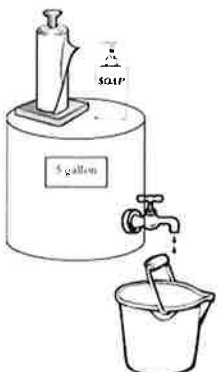
Record Keeping

The organization sponsoring the Benevolent Meal Site must obtain a signed statement from the volunteers that they have reviewed and will follow the requirements of the Benevolent Meal Site Rules. The signed statement must include the volunteer’s name, contact information and the kinds of food donated. The signed statement must be maintained at the Benevolent Meal Site and be available for review.

At the Event Location

A statement must be posted at the meal site in public view that states: **“Notice: Food served at this location may not have been inspected by the regulatory authority.”**

At least one portable handwashing facility that is easily accessible must be provided at the location where food will be served. It must have:



- Minimum 5 gallons enclosed container with spigot that can be opened to maintain a constant flow of warm water;
- Soap and paper towels;
- A container for wastewater with a minimum capacity of 5 gallons.

Self-service of food items must be limited to prepackaged items and condiments dispensed in a sanitary manner. Leftover food prepared by volunteers at home must be discarded or returned to the volunteer.

Safe Food Sources

Volunteers may prepare foods at home under **the following conditions:** Raw ingredients must be from an approved source that has been licensed and inspected, except for whole uncut fresh fruit and vegetables. Meat products must come from USDA inspected facilities.

Foods Not Allowed

The following foods **may not be provided:** home-canned or home vacuum-packed foods, wild mushrooms, wild game, shellfish, sport-caught fish, raw milk, raw animal foods, eggs or meat products from non-commercial sources, unpasteurized juices, and water and ice from unapproved water systems.

Volunteer Check List

Food must be stored, prepared, handled, transported and served in a manner that is consistent with the Food Sanitation Rules (OAR 333-150).

Questions?

Refer to the Food Sanitation Rules

Or

Contact your Local Public Health Authority

**OHA
Foodborne
Illness
Prevention
Program
(971) 673-0451**

In your home kitchen:

- All ingredients must be from approved sources.
- Do not prepare or serve food when you or your family is sick.
- Keep pets outside of the kitchen and food storage areas.
- Handwashing removes germs that cause illness – wash your hands with soap and warm water for about 20 seconds. Use paper towels (not cloth towels) to dry hands.
- Wash hands between tasks and whenever hands are contaminated, especially after using the restroom.
- Use utensils whenever possible and limit hand contact with food.
- Avoid advanced preparation of foods. Minimize reheating and cooling by simplifying recipes and cooking food the day you plan to serve it.
- To prevent bacteria growth, keep hot foods hot (135°F or above) and cold foods cold (41°F or below) at all times, including transporting food to the event.
- Limit the time that food is out of temperature control (refrigerator or stove). Keep food temperatures at 135°F or above or 41°F or below.
- After perishable food is prepared and removed from its heat or refrigeration source, it has a 4-hour time limit before bacteria grows enough to make people sick. Discard perishable foods that exceed the 4-hour time limit.
- Fully cook animal products: fish, pork and lamb to 145°F; eggs, beef and ground meats to 155°F; and poultry to 165°F.
- Use a probe food thermometer (range of 0-212°F) to check food temperatures.

Volunteer's Name: _____ **Phone #:** _____

Foods Donated: _____

I have read and agree to follow the Food Sanitation Rules and these guidelines:

Signature: _____ **Date:** _____

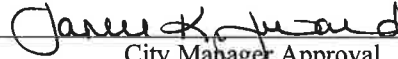
CITY OF BROOKINGS

Council Agenda Report

Workshop Date: September 23, 2019

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

KCIW Agreement

Recommendation:

Motion to authorize City Manager to sign the attached agreement, drafted by the City.

Financial Impact:

\$36,000 additional revenue into the General Fund.

Background/Discussion:

On September 8, 2014, the City Council authorized the City Manager to prepare and execute an agreement with Curry Coast Community Radio to install and maintain a radio broadcast antenna on the City public safety communications tower, with the term of the agreement to be three years and with the applicant to pay all costs associated with installing and maintaining the antenna, including electricity costs.

The Memorandum of Understanding (MOU) between the City of Brookings and Curry Coast Community Radio (KCIW) was signed in March 2015. This agreement is now expired.

On May 16, 2019, the City Council directed staff to bring back a new revised draft agreement, which is attached hereto. Mayor Pieper and staff met with representatives of KCIW. We shared comparisons (attached).

Also attached is an email from KCIW with their justification for a lesser lease amount, in addition to a draft agreement, created by KCIW.

Staff is recommending that a lease be signed for fair market value of \$36,000 annually. There are other factors that Council might consider: (1) non-profit status, (2) later implementation date, (3) community partnership.

Attachments:

- a. Draft MOU/Lease Agreement, 2019 – Drafted by City
- b. Tower Lease Comparisons
- c. Original MOU/Lease Agreement 2015
- d. Email from Rose Mantle, KCIW, 9/16/2019
- e. Draft MOU/Lease Agreement, 2019 - Drafted by KCIW

MEMORANDUM OF UNDERSTANDING
City of Brookings and Curry Coast Community Radio (KCIW)

This Memorandum of Understanding (MOU) is executed by and between the **CITY OF BROOKINGS** (City) and **CURRY COAST COMMUNITY RADIO, Inc.** (KCIW) a non-profit corporation, City and KCIW hereinafter collectively referred to as the "Parties."

1.0 RECITALS

- 1.1 WHEREAS, KCIW is a non-profit organization.
- 1.2 KCIW desires to continue to operate a broadcast antenna on the Emergency Communications Tower (Tower) owned and operated by the City of Brookings, at 898 Elk Drive, Brookings, Oregon.
- 1.3 Public radio services provided by KCIW will include:
- 1.3.1 Public service announcements provided by the City.
 - 1.3.2 Community event and City meeting schedules.
 - 1.3.3 Emergency notification and information broadcasts.
- 1.4 The City desires to support the efforts of KCIW, as described above, recognizing the value of this service to the Brookings community.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONDITIONS

- 2.1 The above-recitals are hereby incorporated by reference as though fully set forth herein.
- 2.2 KCIW will retain the space rental for a broadcast antenna and all associated equipment on Tower. The specific location of all such facilities may be changed as determined by the tower management contractor.
- 2.3 KCIW shall pay the City \$3,000 monthly (\$36,000 annually), effective November 1, 2019.
- 2.4 All costs associated with installing and maintaining an antenna and related equipment shall be borne by KCIW.
- 2.5 Use of Tower by KCIW shall be secondary to the City's primary use of Tower for emergency communications. All KCIW facilities shall be removed from Tower at the expense of KCIW upon reasonable written notice from City or tower management contractor.
- 2.6 All City facilities, within which KCIW facilities are located, are under the security control of the City of Brookings Police Department, which shall establish rules, policies and procedures for KCIW access to those areas.

2.7 Term: The term of this MOU shall be three years from the date of execution by the Parties. Notwithstanding the foregoing, the parties may terminate this MOU upon ninety (90) days notice, with or without cause.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, or (3) by U.S. Mail, registered receipt requested. Notice shall be deemed effective upon personal delivery, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
 Attention: City Manager
 898 Elk Drive
 Brookings, OR 97415

TO KCIW: KCIW
 Attention: President
 PO Box 565
 Brookings, OR 97415

4.0 INSURANCE AND INDEMNITY

4.1 Insurance terms shall be contained in the tower lease agreement.

5.0 MISCELLANEAOUS

5.1 MOU shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.

NOW, THEREFORE, in agreement with the terms and conditions set forth herein, the duly authorized signatures for the respective parties hereto execute this MOU.

CITY OF BROOKINGS

CURRY COAST COMMUNITY RADIO, INC.

By: _____
Janell K Howard, City Manager

By: _____
Thomas Bozack, President

Date: _____

Date: _____

**City of Brookings
Comparison of other Oregon Cities - Tower Leases
2019**

Presented by City:

		Monthly	Annual
City of Brookings			
Small tower - public works yard			7,072
Communications Tower/EOC	Est FMV	3,000	36,000
City of Cove		775	9,300
+ 2% per year			
City of Glendale	1st year		9,000
+ 10 % per year	2nd year		9,900
	3rd year		10,890
	4th year		11,979
	5th year		13,177
City of Independence			
10 years			16,800

Comparisons of other Community Radio Tower Leases

Presented by KCIW:

Ashland, Oregon	300	3,600
Medford, Oregon	290	3,480
Whitesburg, Kentucky	100	1,200
Whitesburg, Kentucky	140	1,680
Cambridge, Maryland	225	2,700
Norman, Arkansas	25	300
Fresno, California	0	0
Arlington, Virginia	0	0

MEMORANDUM OF UNDERSTANDING
City of Brookings and Curry Coast Community Radio (KCIW)

This Memorandum of Understanding (MOU) is executed by and between the **CITY OF BROOKINGS** (City) and **CURRY COAST COMMUNITY RADIO, Inc.** (KCIW) a non-profit corporation, City and KCIW hereinafter collectively referred to as the "Parties."

1.0 RECITALS

- 1.1 WHEREAS, KCIW is a non-profit organization.
- 1.2 KCIW desires to develop and operate a broadcast antenna on the Emergency Communications Tower (Tower) owned and operated by the City of Brookings, at 898 Elk Drive, Brookings, Oregon.
- 1.3 Public radio services provided by KCIW will include:
 - 1.3.1 Public service announcements provided by the City.
 - 1.3.2 Community event and City meeting schedules.
 - 1.3.3 Emergency notification and information broadcasts.
- 1.4 The City desires to support the efforts of KCIW, as described above, recognizing the value of this service to the Brookings community.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONDITIONS

- 2.1 The above-recitals are hereby incorporated by reference as though fully set forth herein.
- 2.2 KCIW will work through the City's tower management contractor to secure a lease for the installation of a broadcast antenna and all associated equipment on Tower. The specific location of all such facilities shall be as determined by the tower management contractor.
- 2.3 City shall waive that portion of Tower lease agreement fees that it would normally receive from such lease for tower space.
- 2.4 All costs associated with installing and maintaining an antenna and related equipment shall be borne by KCIW.
- 2.5 Use of Tower by KCIW shall be secondary to the City's primary use of Tower for emergency communications. All KCIW facilities shall be removed from Tower at the expense of KCIW upon reasonable written notice from City or tower management contractor.
- 2.6 All City facilities, within which KCIW facilities are located, are under the security control of the City of Brookings Police Department, which shall establish rules, policies and procedures for KCIW access to those areas.

2.7 Term: The term of this MOU shall be three years from the date of execution by the Parties. Notwithstanding the foregoing, the parties may terminate this MOU upon ninety (90) days notice, with or without cause.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, or (3) by U.S. Mail, registered receipt requested. Notice shall be deemed effective upon personal delivery, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
Attention: City Manager
898 Elk Drive
Brookings, OR 97415

TO KCIW: KCIW
Attention: President
PO Box 565
Brookings, OR 97415

4.0 INSURANCE AND INDEMNITY

4.1 Insurance terms shall be contained in the tower lease agreement.


5.0 MISCELLANEOUS


5.1. This MOU shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.

NOW, THEREFORE, in agreement with the terms and conditions set forth herein, the duly authorized signators for the respective parties hereto execute this MOU.

CITY OF BROOKINGS

CURRY COAST COMMUNITY RADIO, INC.

By: 
Gary Milliman, City Manager

By: 
Thomas Bozack, President

Date: 03/20/15

Date: 3/28/15

Janell Howard

From: rose.mantle@kciw.org
Sent: Monday, September 16, 2019 12:52 PM
To: jpieper@brookings.or.us
Cc: jhoward@brookings.or.us
Subject: Letter to City Council reg. MOU with KCIW

Dear Mayor Pieper,

As you know, the MOU between the City of Brookings and Curry Coast Community Radio (KCIW) regarding space for our antenna on the City's tower has expired, and the last several months have been spent working on a new agreement. KCIW is a non-profit, community radio station, serving the citizens of Brookings and surrounding areas, solely dependent on volunteers and donations, and whatever grants we can obtain. Our average working budget is about \$10,000 per year, and we fundraise all year in order to meet those expenses. KCIW is non-partisan, welcomes diverse points of view, both in our programming and in our volunteer base, and is committed to ensuring that all segments of our population have a voice.

The City and KCIW have enjoyed a mutually beneficial and satisfying relationship for several years. The former City Manager, Gary Milliman, was a frequent guest on several shows, discussing issues like the 4 cent gas tax, that were coming in front of the Council or to the voters.

Operations Manager Tony Barron has also been a guest several times to discuss in detail the idea of a rec center in Brookings. Mayor Pieper was recently a guest on Misty Young's show Ocean Mist Power Hour. KCIW has aired countless public service announcements over the past 2 years for events happening in the City.

The truly priceless part of this relationship for the population is, however, the fact that in an emergency or significant natural disaster, KCIW agreed to make our airwaves directly accessible to emergency personnel in the Emergency Operations Center. In return, the City agreed to forgo their share of a monthly rental fee for our antenna position on the City tower. We all know that it's not a question of "if", but "when", and when that disaster strikes, the likelihood is that all cell towers, landline phones, commercial radio stations, and other forms of communication will be down. What will still be operating is the City tower, and our FM radio signal broadcasting from it. That ability to immediately communicate to the larger population via radio when other systems fail will be critical to saving lives. There are a few minor points needed to complete the circuit, but imagine if the system had been in place during the Chetco Bar Fire. Our citizens would not have been forced to go to the parking lot at Fred Meyer for timely and accurate information about the fire's progress and looming evacuations.

We appreciate that the City needs to be financially secure, and the leasing of space on the City tower to a cell carrier for \$36,000/yr. is a strong incentive. As a non-profit low power radio station, KCIW cannot compete financially with a commercial company. We really can't bring any sizable amount of money to the table. What we bring is something far more valuable, something that can't be bought for any amount of money.

We bring the ability for you to save the lives of your citizens.

Literally. Imagine how different it might have been in Paradise, when the emergency communication system failed, if people could have heard on the radio what road out was safe and what wasn't. Think about the people who might not have died that day. That is the decision facing you. Yes, KCIW is an increasingly popular radio station, playing great music, with entertaining talk shows and featuring lots of local talent. And yes, KCIW is a great station to tune in to to find out what's going on in town. But the really critical need that KCIW can fill is our ability to give emergency personnel immediate access to our airwaves in a disaster, to inform and provide reassurance to our population. That is priceless. And it can't happen if you charge us additional rent for our antenna. We already pay almost \$100/mo to Day Wireless, who manages your tower for you. We simply cannot afford a significant increase. The \$36,000/yr from the cell carrier is appealing, but would your constituents agree?

In closing, we hope that you will take this into consideration when discussing the City's terms for the new MOU. What is in the best interests of your citizens?

Respectfully,

KCIW Board of Directors

DRAFT MEMORANDUM OF UNDERSTANDING
City of Brookings and Curry Coast Community Radio (KCIW)

This Memorandum of Understanding (MOU) is executed by and between the **CITY OF BROOKINGS** (City) and **CURRY COAST COMMUNITY RADIO, Inc. (KCIW)** a non-profit corporation, City and KCIW hereinafter collectively referred to as the "Parties."

1.0 RECITALS

- 1.1 WHEREAS, KCIW is a non-profit organization.
- 1.2 KCIW desires to continue to operate a broadcast antenna on the Emergency Communications Tower (Tower) owned and operated by the City of Brookings, 898 Elk Drive, Brookings, Oregon.
- 1.3 Community Radio services provided by KCIW will continue to include:
 - 1.3.1 Public service announcements provided by the City and KCIW.
 - 1.3.2 Community events and City meeting schedules as requested by the City.
 - 1.3.3 Emergency notification and information broadcasts.
- 1.4 The City supports the efforts of KCIW as described above, recognizing the value of this service to the Brookings community.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONITIONS

- 2.1 The above recitals are hereby incorporated by reference as though fully set forth herein.
- 2.2 KCIW will continue their lease with the City's tower management contractor.
- 2.3 City shall waive that portion of Tower lease agreement fees that it would normally receive from such lease for tower space, and instead charge KCIW a flat fee of \$50 per month, in addition to the current charge of \$92.83 per month paid to Day Wireless. The Day Wireless fee increases by 4% annually.
- 2.4 All costs associated with maintaining the antenna and related equipment shall be borne by KCIW.
- 2.5 Use of Tower by KCIW shall be secondary to the City's primary use of Tower for emergency communications. All KCIW facilities shall be removed from Tower at the expense of KCIW upon reasonable written notice from City or tower management contractor.
- 2.6 All City facilities, within which KCIW facilities are located, are under the security control of the City of Brookings Police Department, which shall establish rules, policies and procedures for KCIW access to those areas.
- 2.7 KCIW, in cooperation with the City, shall establish an "emergency broadcast workstation" to be located in the Emergency Operations Center that will allow City emergency personnel to take control of the KCIW FM transmitter and broadcast emergency information. The city shall provide a suitable computer and KCIW shall configure the system and provide software, documentation, and training.

2.8 Term: The term of this MOU shall be 24 months from the date of execution by the Parties.

Notwithstanding the foregoing, the parties may terminate this MOU upon ninety (90) days notice, with or without cause.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, or (3) by U.S. Mail, registered receipt requested. Notice shall be deemed effective upon personal delivery, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
Attention: City Manager
898 Elk Drive
Brookings, OR 97415

TO KCIW: KCIW
Attention: President
PO Box 565
Brookings, OR 97415

4.0 INSURANCE AND INDEMNITY

4.1 Insurance terms shall be contained in the tower lease agreement.

5.0 MISCELLANEOUS

5.1 This MOU shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with and governed by, the laws of the State of Oregon.

NOW, THEREFORE, in agreement with the terms and conditions set forth herein, the duly authorized signators for the respective parties hereto execute this MOU.

CITY OF BROOKINGS

CURRY COAST COMMUNITY RADIO

By: _____

By: _____

Date: _____

By: _____

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2019

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

Chetco River Gage Maintenance Agreement

Recommended Motion:

Motion to authorize the City Manager to execute the joint funding agreement with the U.S. Geological Survey for maintenance of the flow gage on the Chetco River.

Financial Impact:

\$2,781.25 annual cost; an increase of 2.17% from prior year.

Background/Discussion:

The City has had an agreement with the U.S. Department of the Interior, U.S. Geological Survey (USGS) for many years to share the cost of maintaining the river flow gage on the Chetco River. The City share is \$11,125, and the City bills a portion of this cost to the following agencies:

U.S. Forest Service (12.5%)
Cal-Ore Enhancement (12.5%)
Harbor Water PUD (25%)
Port of Brookings, Harbor (25%)

Thus, the City's "out of pocket" cost would be the remaining 25%, \$2,781.25. The City uses stream gage information to determine the appropriate conservation response needed when flows drop below certain statutory levels.

We have received a new agreement from USGS for the 2019 federal fiscal year.

Attachment(s):

- a. Letter and agreement



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

<http://or.water.usgs.gov/>

June 25, 2019

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

Dear Mr. Milliman,

The U.S. Geological Survey (USGS) and the City of Brookings collaboratively maintain the operation of the Chetco River gage (14400000) near Brookings, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2019 (October 1, 2019 through September 30, 2020).

The cost to maintain this gage in FFY 2020 will be \$11,125 provided by the City. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2019 through September 30, 2020. The USGS will provide \$11,125 in Federal Priority Streamgage Program funds making the total gage program \$22,250.

Please sign and return one fully-executed original to Andrew Kerslake at kerslake@usgs.gov. The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Keith Overton at (503) 251-3246 or email koverton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253.

The results of all work under this agreement will be available for publication by USGS in collaboration with the City. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with

any review material and is further explained in USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Sincerely,

JAMES CRAMMOND

Digitally signed by JAMES
CRAMMOND
Date: 2019.06.20 12:21:10 -07'00'

James D. Crammond
Center Director

Cc: To file, available upon request

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001712
Agreement #:
Project #:
TIN #: 93-6002703

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Brookings, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Chetco River gage (14400000), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period October 1, 2019 to September 30, 2020
- (b) \$11,125 by the party of the second part during the period October 1, 2019 to September 30, 2020
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$11,125

Description of the USGS regional/national program: Federal Priority Streamgage Program

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001712
Agreement #:
Project #:
TIN #: 93-6002703

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Keith Overton
Supv. Hydrologist Data Chief
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3246
Fax: (503) 251-3470
Email: koverton@usgs.gov

Customer Technical Point of Contact

Name: Gary Milliman
City Manager
Address: 898 Elk Drive
Brookings, OR 97415
Telephone: (541) 469-1101
Fax: (541) 469-3650
Email: gmilliman@brookings.or.us

USGS Billing Point of Contact

Name: Andrew Kerslake
Administrative Officer
Address: 2130 SW 5th Avenue
Portland, OR 97201
Telephone: (503) 251-3253
Fax:
Email: kerslake@usgs.gov

Customer Billing Point of Contact

Name: Gary Milliman
City Manager
Address: 898 Elk Drive
Brookings, OR 97415
Telephone: (541) 469-1101
Fax: (541) 469-3650
Email: gmilliman@brookings.or.us

U.S. Geological Survey
United States
Department of Interior

City of Brookings

Signature

JAMES CRAMMOND

By _____ Date: 2006.20 12:21:45 -07'00'

Name: James D. Crammond
Title: Center Director

Digitally signed by JAMES
CRAMMOND

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

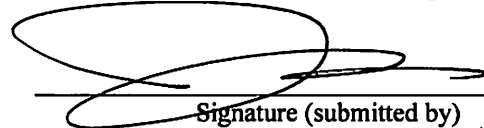
Name:
Title:


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2019

Originating Dept: PWDS



Signature (submitted by)


City Manager Approval

Subject: Award of FAA grant for the Brookings Airport (KBOK) 5 year master plan.

Recommended Motion: Approve and authorize the City Manager to sign the FAA Grant Agreement to fund the Airport Master Plan Study Update.

Financial Impact: \$ Approximately 4300.00

Background/Discussion: The City applied and has been awarded the FAA grant offer for the Airport Improvement Program. The City received notification of this award on September 21st 2019 and the FAA is requesting a signed agreement by September 25th 2019. The grant offer is \$390,794.00. These dollars will go toward funding the 5 year master plan for the Brookings Airport. This grant covers 90 percent of the master plan costs and we will be applying for the Critical Oregon Airport Relief (COAR) grant that will cover 90 percent of the remaining 10 percent.

Attachment(s):

- A. Grant Award Letter
- B. Grant Agreement



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>September 21, 2019</u>
Airport/Planning Area	<u>Brookings Airport – Brookings, Oregon</u>
AIP Grant Number	<u>3-41-0008-016-2019 (Contract Number: DOT-FA19NM-0065)</u>
DUNS Number	<u>012984357</u>
TO:	<u>City of Brookings, Oregon</u> (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated August 7, 2019, for a grant of Federal funds for a project at or associated with the Brookings Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Brookings Airport (herein called the "Project") consisting of the following:

Update Airport Master Plan Study;

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$390,794. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
 - \$390,794 for planning
 - \$0 airport development or noise program implementation; and,
 - \$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2019, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
10. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

- 16. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 17. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 18. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 19. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 20. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated August 29, 2016, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. Employee Protection from Reprisal.**A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

22. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

23. Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has submitted to the FAA Office of Civil Rights its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable its ACDBE program.

- 24. **Coordination.** The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.
- 25. **Airports GIS Survey.** If the Airports GIS survey is not reflected on an updated ALP that meets FAA requirements within four (4) years from the date of this grant (regardless of whether it is generated using the AGIS/eALP system or through some other computer-aided design platform), then the sponsor may be required to repay that portion of the grant that relates to the survey work.
- 26. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
 - c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Joelle Briggs

Manager Seattle Airports District Office

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By: _____
(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act - 5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.

- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any

books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by

the sponsor with other parties:

- a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Standard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



Single Audit Certification Form

The Single Audit Act of 1984 established audit requirements for non-Federal entities that receive Federal aid. On December 26, 2014, the implementing document, OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) was superseded by 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If your current fiscal year began before December 26, 2014, then OMB Circular A-133 is still applicable. If your fiscal year begins on or after January 1, 2015, then 2 CFR Part 200 applies.

Under OMB A-133, State or local governments (City, County, Airport Authority, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. If the single audit is required under 2 CFR Part 200, then the total Federal financial assistance expenditure limit is \$750,000 or more. For more information on the Single Audit Act requirements please reference the following web site: <http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide that information to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

Airport Sponsor Information:

_____	_____
Sponsor Name	Fiscal/Calendar Year Ending

Airport Name	
_____	_____
Sponsor's Representative Name	Representative's Title
_____	_____
Telephone	Email

Please check the appropriate line(s):

- We are subject to the Single Audit requirements and are taking the following action:
 - The Single Audit for this fiscal/calendar year has been submitted to the FAA.
 - The Single Audit for this fiscal/calendar year is attached.
 - The Single Audit report will be submitted to the FAA as soon as this audit is available.

- We are exempt from the Single Audit requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____	_____
Signature	Date

Return to: FAA, Seattle Airports District Office
2200 S. 216th Street
Des Moines, WA 98198

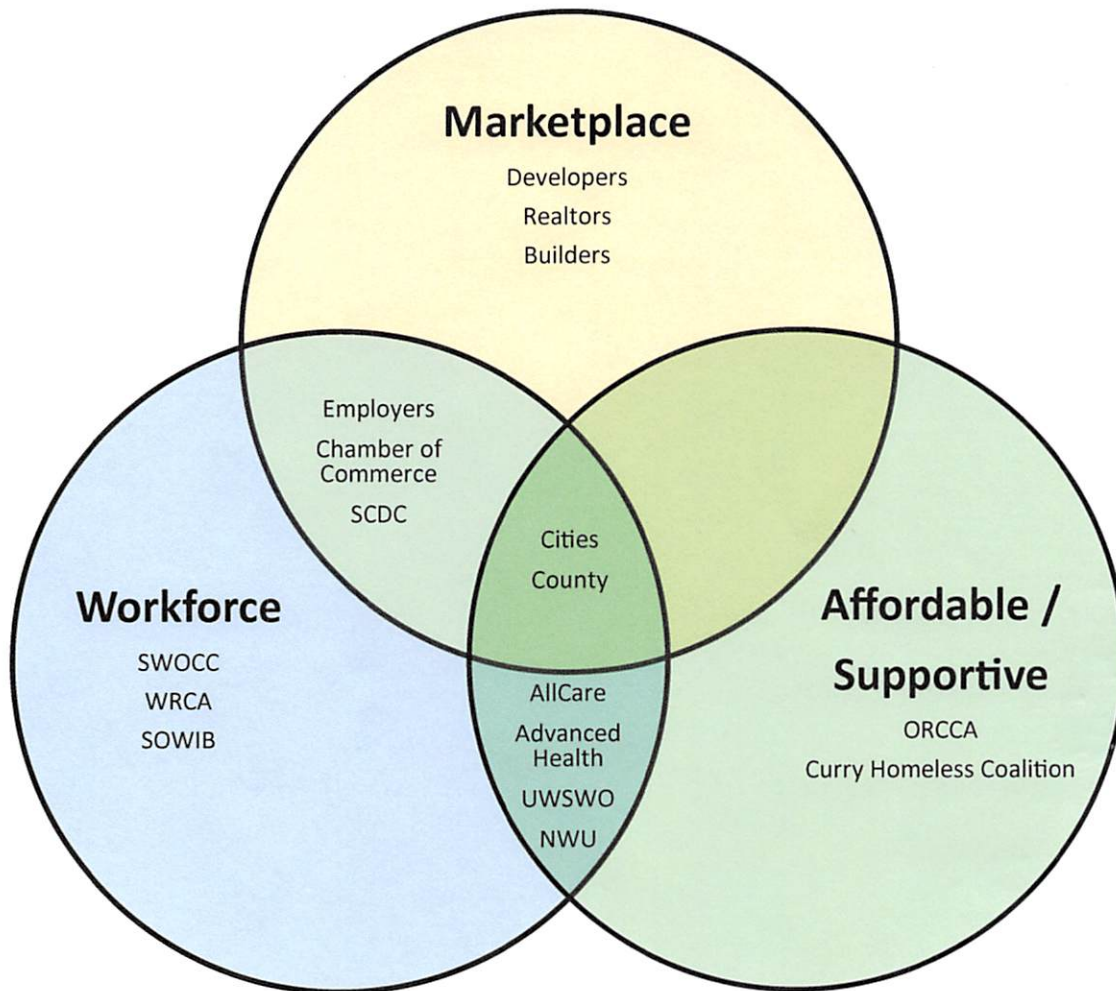
Marketplace = 120 % AMI (\$ 64,000 +)

Workforce = 60 - 120 % AMI (\$ 32,000 - 64,000)

Affordable/Supportive = < 60% AMI (< \$ 32,000)

* Figures based on a Area Median Income of \$53,400. For detailed AMI information: <https://www.huduser.gov/portal/datasets/il/il2019/2019summary.odn>

* Category labels and percentages were developed in consultation with czb, the authors of the Housing Action Plan. The plan can be viewed and downloaded here: <https://unitedwayswo.org/housing/>



Curry Housing Task Force

The Issue: A lack of access to housing presents a barrier to economic development, the attraction and retention of working families, and the disruption of the poverty cycle

Our Purpose: With the Curry County Housing Action Plan as a foundation, the Task Force will coordinate and network individual and organizational resources to leverage funding, personnel, land, access, and opportunities for collectively beneficial housing development.

Our Vision: A community where everyone has a home.

Note: As a diverse stakeholder group, individual members may not align in all areas of housing focus. It is the intention of the Task Force to identify opportunities of mutual benefit to some or all of its members and to pool resources toward common goals as appropriate.

Brookings City Council Meeting: September 23rd, 2019

Agenda Item: G3, Park Fee Waiver Request

Public Comment: Teresa Lawson

I met Ede Viale last December. She was putting Christmas care packages together and I had donations for her. She explained to me then, that mornings were best, because she has very limited energy after lunch, no matter how much she tries to rest during the day.

When I read the article in the Pilot on Saturday I contacted her to see if she would be able to attend tonight's meeting. She really wanted to be here, and even tried to stay up later a few days ago, she just can't. So I offered to explain why she wasn't here, she also has provided the following statement for me to read for her.

Ede Viale:

I have been helping those in need for 18 yrs. The adult population over a year. All out of my own pocket and thru kind donations. Hunger in this world is not acceptable ..I don't exchange holiday gifts offering donations to help others. Being at the park allows the hungry to reach me easily since so many walk for miles to reach this area..I NEED to be there. MY health limits me as well. Thank you for your time. God bless all of you who have cared about the plight of others

I would like the following remarks for the council to consider:

I have heard repeatedly at City Council Workshops and Council Meetings over the past year, that the community should provide assistance to those in need, it is not the job of the City. That is fair, but I am asking the Council to consider your role in helping the community to be able to step up and assist neighbors in need. An annual cost of over \$10K is cost prohibitive for Ede to continue.

The location of the parking lot at Azalea Park is preferred for several reasons. The unhoused are already there to take showers and pick up their mail at St. Timothy's, the parking lot at St. Tim's is quite crowded and the parking lot at Azalea Park is never close to full that time of morning. Ede is not preventing anyone from using the park. It seems reasonable and from what I have read legal per the Supreme Court for Ede to hand out sandwiches. I have not read or heard of one problem that has arisen because of her sandwiches, which she has been doing for some time now.

I am asking for the Council to consider allowing Ede to continue to help her friends, with no cost. She is doing good work for the community.

SOUND**b**ITES

KCIW 100.7 FM NEWSLETTER

Spring 2019

Issue 5

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Editor: Rose Mantle

Contributing writers: Rose Mantle, Misty Young,
Shirley Hyatt, Guia Hiegert, Pye White, Debbie Foley,
Teresa Lawson

Arranged and published by Pye White



Welcome to Spring Soundbites

*A little Madness in the Spring
Is wholesome even for the King,
But God be with the Clown -
Who ponders this tremendous scene -
This whole Experiment of Green -
As if it were his own!*

~ Emily Dickinson 1830-1886

Isn't springtime a miraculous experience? The whole world seems to come alive after winter, filling our senses with color and the scent of delicious greenery. Emily Dickinson was better known as a gardener than a poet in her day. A Little Madness in the Spring is a delightfully playful poem that encourages us to celebrate springtime with a bit of joyful madness. And why shouldn't we?

Why shouldn't we let go and enjoy the buoyancy and zest for life contained in the beautiful post-winter blooms! We are besieged daily by the threat of climate change, destruction of nature, poverty, corruption, partisan hatreds. In a sense we're all on the Titanic together. But this brief life is a beautiful miracle. This is the only life we have in this moment and we might as well enjoy it. Let's



Rose Mantle,
Soundbites Editor



cultivate a little madness in the spring!

Speaking of joyful madness – KCIW 100.7 FM has certainly been creatively cultivating its share. As the station enters its third year of broadcasting and podcasting and community involvement, there’s never a dull moment. We hope you find this humble offering of station updates via KCIW Soundbites to be an enjoyable read. Please reach out and offer some feedback if you so desire. I can be reached at rose.mantle@kciw.org. Thank you!



Rose Mantle
Soundbites Editor



Introducing Ocean Mist Power Hour

By Misty Young

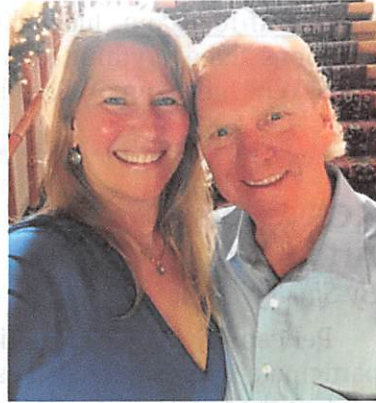
It’s been a fun journey learning to produce a radio show with KCIW. It all started with a chance conversation with KCIW Board Member, Rose Mantle, at a Christmas party when she said, “You ought to check out the radio station, maybe do a show, I think you’d be good at it!” Well, that’s all it took, I couldn’t wait to get started. I’ve learned so much in a short time, and still have a ton to learn as I go from absolute beginner in radio to now having 11 episodes under my belt.

The show, [Ocean Mist Power Hour](#), is a variety show, tackling topics from cars and robots to sustainability, organic foods and community service, among others. Sometimes, my husband of almost 40 years, Gary Young, who is innately funny, joins me on the show as a co-host to add “color.”

Producing a show has taught me how to be a better listener and how to ask better questions. I recently read a book, “Good Leaders Ask Great Questions” by John Maxwell, and, although this isn’t a leadership show (maybe I’ll do some leadership stuff in the future), I’m starting to ask better questions all the time!



Well, people ask me questions too, like how did you end up in Brookings, and what is your background? In 2016 we found the literal house of our dreams in Harbor and bought it sight unseen through the internet and with the assistance of super talented and nationally award winning broker Jude Hodge, who also sponsors the Ocean Mist Power Hour.



Misty and Gary Young

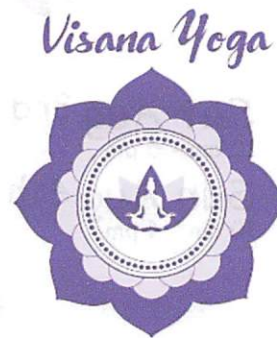
While I have a deep background in politics, public relations and marketing, today we have a restaurant company with 19 restaurants on the books including family owned and franchised locations.

Gary and I are retired and live in Harbor where we love to garden, participate in the U.S. Coast Guard Auxiliary, study nutrition and many other topics and attend Yoga and meditation at Visana Yoga, owned by Lynn Hart, a diamond in this community. Visana Yoga also sponsors the Ocean Mist Power Hour. We love working together to produce the fun [Ocean Mist Power Hour](#) at KCIW. Thank you for supporting community radio!



KCIW Sponsor Spotlight – Visana Yoga and Jude Hodge, Real Estate Broker RE/MAX Coast and Country

The Ocean Mist Power Hour is sponsored in part by Visana Yoga. Visana Yoga is located in the green 3 story building between Railroad and Hemlock St. on the 3rd floor. Elevator access is available. Visana Yoga offers classes for all ages and levels of fitness. They specialize in yoga for seniors. Yoga calms the mind and relieves stress as well as increasing strength, balance and confidence. No experience is necessary. A list of classes and prices can be found at visanayoga.com. That's v-i-s-a-n-a-yoga.com.



Brookings, OR

The Ocean Mist Power Hour is sponsored in part by Jude Hodge, Real Estate Broker with RE/MAX Coast and Country. Licensed in Oregon and located in Brookings at 703 Chetco Ave. Jude Hodge can be reached at 541-412-9535 ext. 117, ask for Jude, or at her website,



HOMEWITHJUDE
DEDICATED TO RESULTS (541)813-9261

HomeWithJude.com. Jude's listings include mobiles to mansions and everything in between. Again, find Jude at HomeWithJude.com or directly at 541-813-9261.



KCIW Open Mic to be held at Festival of Art in Stout Park

By Shirley Hyatt

Pelican Bay Arts Association has invited KCIW to participate in their annual "Festival of Art in Stout Park," held on the first weekend in August – Saturday, August 3 and Sunday August 4.

This year, KCIW Community Radio will host an "Open Mic" on Saturday, August 3rd from noon to three PM. The KCIW flag will fly, a banner will stream across the fencing next to the stage and Shirley Hyatt – that's me! will be on stage to welcome all those looking for a moment in the spotlight. There will be a signup sheet and KCIW volunteers will stroll through the crowds encouraging people of all ages and talents to step up and entertain the audience. What fun! KCIW is thrilled to be part of one of Brookings/Harbor's major festivals. Scott Graves will provide the sound system. More information can be found at PelicanBayArtsAssociation.org



2019 Festival of **ART** in Stout Park
Sponsored by Pelican Bay Arts Association

Sat Aug 3rd
10 am - 5 pm

Sun Aug 4th
10 am - 4 pm

Over 70 Artisan Vendors
Handcrafted Items
Art Demos

"Forgeries for Sale" Art Exhibit
Kids Zone Art Area
Food Court
Music

Stout Mountain Garden Railroad

KCIW 100.7
Live Music and Open Mic provided by KCIW.org
festivalofartinstoutpark@gmail.com
pelicanbayartsassociation.org

Manley Art Center
Oak St & Hwy 101
Brookings, Oregon

The poster features a central illustration of an artist in a red shirt and a wide-brimmed hat sitting on a director's chair, painting a landscape with a tree and a house. The background is a light, textured wash. The text is arranged in a clear, readable layout with various fonts and colors (red, black, blue) to highlight key information. There are two small inset photos: one of a train and one of an art center.

Look for KCIW at the Southern Oregon Kite Festival

By Guia Hiegert

KCIW is excited to be working with the 27th Annual Southern Oregon Kite Festival this year. The Festival will be held July 19, 20th and 21st at the Port of Brookings-Harbor. The station is providing announcements for the Festival to assure that our listeners know all the details about where to go and what to see. KCIW will be airing these weekly as the Festival draws closer. Plus, look for us at the Festival itself! We've been invited to have a table at the Festival. Come listen and learn about what's new at the radio station. We plan to offer an opportunity for YOUR voice to be on the air! You'll find us in the vendor area both days. The Kite Festival is one of Brookings stellar events and we're proud to support it.

The popular event is free and fun for all ages. Festivities will kick off Friday, July 19 at 7 pm with an indoor kite flying demonstration in the Brookings-Harbor High School gym. On July 20 and 21st from 10 am till 4pm, see nationally and internationally renowned kite flyers perform amazing routines choreographed to music on the kite field at the Port of Brookings Harbor. Weekend activities also include free children's kite building workshops and vendors selling eats, treats and merchandise. Free parking and free shuttles to the kite festival field are provided.

Visit sokf.org for more information.



<http://southernoregonkitefestival.com/>

Coming up on The Progressive Rocker

By Pye White

Story time! Yes, a special focus on story tellers. After that, Women Who Rock, Part 2 promises to rock your socks off. In the near future, I turn the spotlight on King Crimson and possibly re-visit my roots. Check out our [Weekly Program Schedule](#) to see when I am on and be sure to check out the other fine programs on KCIW also.



Let Your Voice Live On

You can help KCIW while helping plan your own future. Remembering your community's radio station with a codicil in your will helps assure our future and the promise of a voice for Brookings for years to come. Or, consider creating a tax-deductible charitable remainder trust. Need help? Give us a call and we'll point you in the direction of who



can provide this valuable service. You and your family avoid estate taxes, and local nonprofits benefit from your generosity at the same time. Learn more by contacting us! contact@kciw.org



What are Savvy Tunes?

By Miss Deborah

What are Savvy Tunes you ask? Well! They are Tunes which reside on Miss Deborah's playlist, of course! You can never be sure if it will be a current artist playing or if it will be a song from decades ago. It may be from any genre, as Miss Deborah has eclectic tastes! The song selections change weekly, so tune in to listen. If you have a tune you think would be a great addition to Miss Deborah's Savvy Tunes, please email it to contact@kciw.org



The show plays each day with the new song selections beginning on Sunday.

The current schedule is: Sunday -1 pm; M-10 am, T-9 pm, W-9am; Th-2 pm; F-6 pm, S-4pm.

Shine bright and have fun!



Brookings-Harbor High School Knowledge Bowl Team Go Live at the Library

By Teresa Lawson

The Brookings Harbor High School Knowledge Bowl team showcased their talents and competed against an "Adult Dream Team" at the KCIW Knowledge Bowl Team 'Live at the Library' event on Monday April 22nd



at the Chetco Community Public Library. The undefeated Knowledge Bowl Team had – for the first time ever - qualified to compete in the National Small School Quiz Bowl Tournament in Chicago May 4th and 5th.



The Knowledge Bowl was recorded before a live audience for KCIW's "[Discussion at Brookings Cafe](#)" radio show. Sixty people filled the library's large meeting room for an



energetic and entertaining evening. The Knowledge Bowl Team fielded questions on geography, science, math, literature, history and pop culture. The most memorable question was asked during a round between two student teams;

"What are the first names of the four Beatles." Not one student buzzed in and the audience gasped in unison. When none of the students responded, the audience reacted with laughter and disbelief. An audience member assisted these bright students who knew so much, just not the names of The Beatles, by providing the answer, "John, Paul, George and Ringo!"



The Knowledge Bowl was planned as a pep rally for the brain team, just like sports

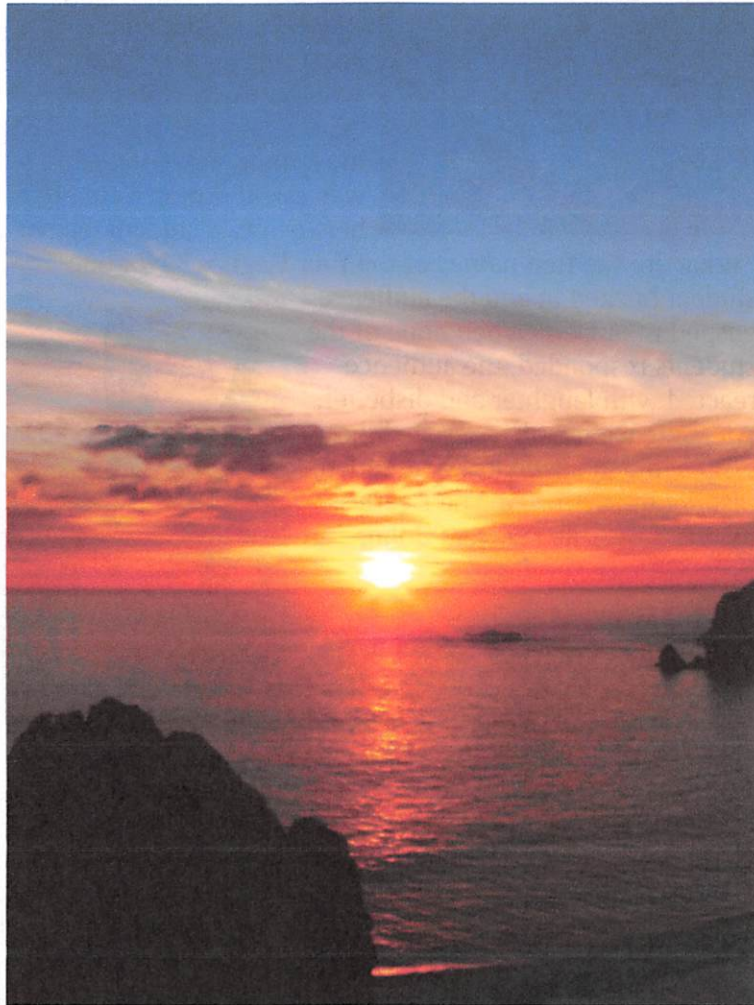


teams have before a big game. The adult team included Pier Ricco, Jeopardy tryout, Misty Young, KCIW show host, Natalie Ingram, trivia tournament champion, and Dennis Triglia, Bio-Medical researcher. The team of 12 students, led by two amazing teacher-coaches, Lisa Piscitello and

Lei'La' Bryant, have had a historic season, setting a new high bar for future Knowledge Bowl Teams to aspire to and exceed. The students placed a very impressive 25th out of 80 teams at the National Tournament. While in Chicago, the students also had a behind the scenes tour of The Art Institute of Chicago, went to the Museum of Science and Industry. The highlight of their trip was attending the hit musical



"Hamilton." The students, Nathaniel Barnard, Aynika Nelson, Maxim Drager, Spencer Miller, Cecilia Hilton, Natalie Garcia, Ethan Hooper, Danika Leaver, Abby Marks, Isabella Freitas, Kelvon'te Dawsey, and Nevaeh Miller represented Brookings, Oregon on a national stage. They are shining examples of the best and brightest in our community. KCIW Community Radio was proud to [showcase](#) this amazing group of students and teachers and celebrate their historic achievement.



Connect With Us

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Email: contact@kciw.org

Website: kciw.org

Contact us for volunteer opportunities



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Turn the completed form **prior to the start of the meeting**. Comments will be **limited to 5 minutes** and **restricted to the topics indicated, below**. All remarks and questions must be **addressed to the presiding officer, only**. Comments will be **respectful**. Harsh and/or abusive language will not be permitted.

I would like to comment on:

Agenda Item Topic #: KCIW in support of in opposition to as an interested party

Topic Title: KCIW Future

Non-Agenda Item Topic (Provide brief description): _____

Name: Bruce Ellis

Address: 15577 Hwy 101 Harbor Dr.

Phone: 541 - 251 - 4422

Organization (if applicable): KCIW



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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: _____ in support of in opposition to as an interested party

Item Title: SY KCCIN _____

Name: Carl King

Address: 33085 Nesika Road Gold Beach Phone: 617-816-3835

Organization (if applicable): Curry County Voices



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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 6-4 in support of _____ in opposition to _____ as an interested party

Item Title: Headings - ordinances

Name: Sherley b d t

Address: 501 Park St

Organization (if applicable): KCIWS

Phone: 541-469-6159



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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 64 in support of in opposition to as an interested party

Item Title: KCIW Radio Agreement

Name: Leanne Beveridge

Address: PO Box 1383 Biggs OR 97415 Phone: 571-653-6287

Organization (if applicable): KCIW



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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G4 in support of in opposition to as an interested party

Item Title: KEI W ON CITY TOWER

Name: RAY GARY

Address: MCCAY CREEK ROAD

Phone: 903 321-3774

Organization (if applicable): KEI W



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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G-4 in support of in opposition to as an interested party

Item Title: KC 1W Radio Agreement

Name: Debra Worth

Address: 328 So Hazel

Phone: 530 - 263 - 8996

Organization (if applicable): _____



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I would like to comment on:

Agenda Item Topic #: 4 in support of in opposition to as an interested party

Topic Title: KCIW Radio Agreement

Non-Agenda Item Topic (Provide brief description): _____

Name: Rose Mantle

Address: 15374 Oceanview Dr

Phone: 707-764-1773

Organization (if applicable): KCIW



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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G-4 in support of in opposition to as an interested party

Item Title: KCIW Radio Agreement

Name: Team Soderman

Address: 1724 Archdale Ave, Brookings Phone: (541) 813-1991

Organization (if applicable): myself



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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G4 in support of in opposition to as an interested party

Item Title: KCIW on City Tower

Name: Deborah Foley

Address: 15505 Oceanview Dr #8 Phone: 406 - 212 - 5663

Organization (if applicable): _____



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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G. #4 in support of in opposition to as an interested party

Item Title: KCIA Radio Agreement

Name: KAREN BROWN & ERICK SILL

Address: 97839 Battisway LN Phone: 530 519-2306

Organization (if applicable): _____



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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 621 in support of in opposition to as an interested party

Item Title: KCIW Radio Agreement

Name: Sheila Espinoza

Address: 985 Marina Flts Rd Phone: 715 - 829-7373

Organization (if applicable): _____



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I would like to comment on:

Agenda Item Topic #: 64 in support of in opposition to as an interested party

Topic Title: The charge of \$36,000 fees for KCU

Non-Agenda Item Topic (Provide brief description): _____

Name: Shannon Stansberry

Address: 16340 Lower Harbor Rd Brooklyn

Phone: 541-661-0530

Organization (if applicable): KCU



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I would like to comment on:

Agenda Item Topic #: 54 in support of in opposition to as an interested party
charging ~~36k~~

Topic Title: KCIW Radio Agreement

Non-Agenda Item Topic (Provide brief description): _____

Name: Kathleen Dickson

Address: 18821 Montbretia Lane

Phone: 541-661-1375

Organization (if applicable): _____



PUBLIC COMMENT FORM

Turn the completed form prior to the start of the meeting. Comments will be limited to 5 minutes and restricted to the topics indicated, below. All remarks and questions must be addressed to the presiding officer, only. Comments will be respectful. Harsh and/or abusive language will not be permitted.

I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 64 in support of in opposition to as an interested party
Item Title: KCIW Radio Agreement

Name: Dr. Jim Schultz

Address: 15803 Hwy 101 S.

Phone: 541 -251 -0595

Organization (if applicable): KCIW Host (The Scalpel)



PUBLIC COMMENT FORM

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I would like to comment on:

Agenda Item Topic #: G4 in support of in opposition to as an interested party

Topic Title: KSUV Radio Agreement

Non-Agenda Item Topic (*Provide brief description*): _____

Name: Tom Bozack

Address: 1334 Heather Ln. Brookings Phone: 571-754-0935

Organization (if applicable): KCUW



PUBLIC COMMENT FORM

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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 54 in support of in opposition to as an interested party

Item Title: _____

Name: _____

Address: _____

Phone: _____

Organization (if applicable): _____

541-412-7498

Judith Kaplan
PO Box 196



PUBLIC COMMENT FORM

Turn the completed form **prior to the start of the meeting**. Comments will be **limited to 5 minutes** and **restricted** to the **topics indicated, below**. All remarks and questions must be **addressed to the presiding officer, only**. Comments will be **respectful**. Harsh and/or abusive language will not be permitted.

I would like to comment on:

An **Item NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 24 in support of in opposition to as an interested party

Item Title: _____

Name: _____

Address: _____

Organization (if applicable): _____

Phone: _____

Ricky Gearce
Harbor, OR

541-254-4479



PUBLIC COMMENT FORM

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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 6-4 in support of in opposition to as an interested party

Item Title: KICAW

Name: Lee Goodwin

Address: P.O. Box 7677

Phone: 341-251-1499

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): INVITATION TO MEETING

Agenda Item #: _____ in support of in opposition to as an interested party

Item Title: _____

Name: ROB FOSTER
Address: 860 MILVANO WAY Phone: 951-491-9979
Organization (if applicable): CURRY HOUSING TASK FORCE



PUBLIC COMMENT FORM

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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G-3 in support of in opposition to as an interested party

Item Title: Park Fee waiver

Name: D. Worth

Address: 328 So Hazel

Phone: - -

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: 53 in support of in opposition to as an interested party

Item Title: _____

Name: Gary D. Gensler

Address: P.O. Box 1813

Phone: 541-661-2591

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: G-3 in support of in opposition to as an interested party

Item Title: Park Fee

Name: Les Gardner

Address: P.O. Box 7677

Phone: 541-251-1499

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

Agenda Item Topic #: _____ in support of in opposition to as an interested party

Topic Title: 63 - Public Fee Waiver

Non-Agenda Item Topic (Provide brief description): _____

Name: TERESA LARSON

Address: 580 Brookhaven Dr Phone: 918 - 691-2723

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

An Item **NOT** on the Agenda (Under "Oral Requests" - briefly describe subject): EDGE VIALE

USING ARABIA PARK TO PASS OUT FOOD

Agenda Item #: G 3 in support of in opposition to as an interested party

Item Title: _____

Name: MARY CURTIS

Address: 99789 S. BANK CRETCO RVR RD Phone: 531-412-8225

Organization (if applicable): _____



PUBLIC COMMENT FORM

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I would like to comment on:

An Item NOT on the Agenda (Under "Oral Requests" - briefly describe subject): _____

Agenda Item #: KCIW in support of in opposition to as an interested party

Item Title: _____

Name: HOWARD FROOD

Address: 96180 CAPR FERRAR

Phone: 724 255 5741

Organization (if applicable): _____