

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, March 23, 2020, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. Brookings-Harbor High School Wrestling Team
 - a. Resolution 20-R-1173 [Pg. 2]

E. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

F. Consent Calendar

2. Approve Council minutes for March 9, 2020 [Pg. 3]
3. Accept TPAC minutes for February 13, 2020 [Pg. 5]
4. Receive monthly financial report for February 2020 [Pg. 6]

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

1. Temporary Emergency Declaration. [Pg. 12]
 - a. Resolution 20-R-1174 [Pg. 13]
2. Social Security Bar Access lease Agreement [Pg. 16]
 - a. Proposed agreement from Curry County [Pg. 17]
3. Oasis Park Lease [Pg. 24]
 - a. Proposed agreement from Curry County [Pg. 25]
4. Waive Picnic Table Use Fees for the Festival of Art in Stout park [Pg. 30]
 - a. PBAA Waiver Request [Pg. 31]

E. Remarks from Mayor and Councilors

F. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall, and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the 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.

RESOLUTION OF COMMENDATION

BROOKINGS-HARBOR HIGH SCHOOL WRESTLING TEAM

RESOLUTION 20-R-1173 OF THE CITY COUNCIL OF THE CITY OF BROOKINGS
COMMENDING THE BROOKINGS-HARBOR HIGH SCHOOL WRESTLING TEAM UPON THE
OCCASION OF A SUCCESSFUL 2019/2020 SEASON

WHEREAS, the Brookings-Harbor High School Wrestling Team who had a successful 2019/2020 OSAA 3A season earning District and State placings; and

WHEREAS, four members of the team placed 6th in Districts; and

WHEREAS, one member of the team placed 5th in Districts; and

WHEREAS, one member of the team placed 1st in Districts qualifying for State; and

WHEREAS, one member of the team placed 4th at the OSAA 3A State Championships; and

WHEREAS, the team is led by Head Coach Alonzo Nalls and Coach John Christopher; and

WHEREAS, the team maintained a 3.2 overall grade point average; and

WHEREAS, the coaches focused on preparing the team to be competitive in a very tough district, and to qualify as many wrestlers to compete at the State Championship level; and

WHEREAS, the coaches and team have brought great esteem upon themselves, their school, and our entire community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brookings does hereby commend Coach Alonzo Nalls, Coach John Christopher and team members of the Brookings-Harbor High School Wrestling Team and wishes to recognize them for their accomplishment, and moreover, encourages all the citizens of Brookings to join in congratulating the team.

Mayor Jake Pieper

Councilor Bill Hamilton

Councilor Brent Hodges

Councilor Ron Hedenskog

Councilor John McKinney

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, March 9, 2020

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, John McKinney, and Ron Hedenskog; a quorum present

Staff present: City Manager Janell Howard, Public Works and Development Services Director Anthony Baron, and Deputy Recorder Amber Nalls

Media Present: Brian Williams from Curry Pilot present

Others Present: no audience members

Ceremonies

1. Appointment of Doug Brand to Budget Committee

Councilor Hedenskog moved, Councilor Hamilton seconded and Council voted unanimously to approve.

2. Reappointment of Cody Coons to Planning Commission

Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to approve.

3. Reappointment of Michelle Morosky to Planning Commission

Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to approve.

Consent Calendar

1. Approve Council minutes for February 24, 2020

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

Staff Reports

1. 2020 Ransom Avenue Street Improvement Project

Public Works & Development Director Tony Baron presented the staff report.

Councilor McKinney moved to authorize City Manager to proceed with Dyer Partnership Task Order 90 for the design of the 2020 Ransom Avenue Street Improvement Project. Councilor Hodges seconded and Council voted unanimously to approve.

Remarks from Mayor and Councilors

Councilor Hedenskong asked about the Hassett Street Improvement project that took place approximately four years ago.

Councilor Hodges commented on how the gas tax being used for the improvement of the streets of Brookings.

Councilor Hamilton commented on the Firemans Banquet, what an enjoyable evening it was.

Adjournment

Councilor Hedenskong moved, Councilor Hodges seconded and Council voted unanimously to adjourn the meeting at 7:09 PM.

Respectfully submitted:

ATTESTED:
this day of , 2020:

Jake Pieper, Mayor

Janell K. Howard, City Recorder

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES
Thursday – February 13, 2020

CALL TO ORDER

Meeting called to order at 4:07 PM

1. ROLL CALL

Present: Committee members Sonya Billington, Barbara Ciaramella, Bob Pieper, Dane Tippman and Skip Watwood

Absent: Matt Honeycutt, Tim Kennedy

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

2. APPROVAL OF MINUTES –

Sonya Billington moved to approve the minutes of December 12, 2019; motion seconded by Bob Pieper. Committee voted and motion carried unanimously.

3. Public Comment – none

4. ACTION ITEMS

- a. Azalea Festival Event Proposal** – Amber Nalls presented event funding request with an update on the Azalea Festival planning and activities. TPAC funds in the amount of \$2000 have already been allocated; she requested additional funds in an amount up to \$3,000 for marketing and advertising if needed. **Skip Watwood moved to grant up to \$3000 in TOT funds for marketing and advertising if needed; motion seconded by Barb Ciaramella. Committee voted and motion carried unanimously.**
- b. Earth Day 2020 Event Proposal** – Karen Cunningham presented \$500 event funding request for this first time event scheduled in the off season celebrating the 50th anniversary of Earth Day. Funds for advertising to promote the event outside the area. **Sonya Billington moved to grant \$500 in TOT funds to the event; motion seconded by Barb Ciaramella. Committee voted and the motion carried unanimously.**
- c. Quarterly Marketing Proposals**
 - i. KOB! Marketing Proposal – Judy Luker & Connie Eaton presented television/internet/social media advertising proposal that would target southern Oregon, Coos, Douglas and Siskiyou County. Committee discussed the possibility of the Azalea Festival being able to use their services. No action taken.
 - ii. Spectrum Proposal – Committee reviewed the material submitted by Amber Aguirre and discussed the past success and target areas. Committee did not want to pursue at this time. No action taken.
 - iii. Discover Brookings Media Content Strategy – Committee reviewed the material submitted by Erik Schultz. Discussed the need for social media and a marketing person to manage media accounts to encourage tourism to the area. Videos and photographs do already exist and did not feel more were needed. Committee discussed the possibility of issuing an RFP to establish a social media campaign. Suggested contact with Gold Beach for information on their marketing plan. No action taken.

5. INFORMATIONAL ITEMS


- a. Development of Tourism Report** – RARE participant Erik Orta advised he is working on a tourism report and asked the committee what information they were looking for that he could research and provide TPAC with information to help them succeed.
- b. TPAC Budget** – Committee reviewed remaining budget amounts.

6. Committee Comments on Non-Agenda Items – None

7. SCHEDULE NEXT MEETING – Next meeting scheduled for March 12, 2020.

8. ADJOURNMENT – with no further business before the Committee, meeting adjourned at 5:28 pm.

Respectfully submitted,


Skip Watwood, Chair
(approved at March 12, 2020 meeting)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,236,390.00	91,620.74	2,950,507.31	285,882.69	91.2
LICENSES AND PERMITS	128,000.00	12,286.87	105,274.72	22,725.28	82.3
INTERGOVERNMENTAL	286,800.00	32,540.92	110,974.23	175,825.77	38.7
CHARGES FOR SERVICES	246,000.00	29,639.98	225,608.95	20,391.05	91.7
OTHER REVENUE	197,383.00	22,097.53	160,152.20	37,230.80	81.1
TRANSFERS IN	517,067.00	.00	.00	517,067.00	.0
	4,611,640.00	188,186.04	3,552,517.41	1,059,122.59	77.0
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	31,872.00	1,836.41	15,173.24	16,698.76	47.6
MATERIAL AND SERVICES	12,850.00	456.67	4,034.08	8,815.92	31.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	44,722.00	2,293.08	19,207.32	25,514.68	43.0
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	349,616.00	27,242.02	225,342.56	124,273.44	64.5
MATERIAL AND SERVICES	175,200.00	9,378.42	78,342.85	96,857.15	44.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	524,816.00	36,620.44	303,685.41	221,130.59	57.9
POLICE:					
PERSONAL SERVICES	2,240,968.00	198,902.76	1,495,468.87	745,499.13	66.7
MATERIAL AND SERVICES	183,300.00	6,449.09	97,221.94	86,078.06	53.0
CAPITAL OUTLAY	.00	.00	13,000.00	(13,000.00)	.0
DEBT SERVICE	67,867.00	4,452.31	49,925.41	17,941.59	73.6
TRANSFERS OUT	.00	.00	.00	.00	.0
	2,492,135.00	209,804.16	1,655,616.22	836,518.78	66.4
FIRE:					
PERSONAL SERVICES	207,351.00	16,734.77	137,342.65	70,008.35	66.2
MATERIAL AND SERVICES	100,000.00	5,613.93	64,823.26	35,176.74	64.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,579.00	.00	30,579.01	(.01)	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	337,930.00	22,348.70	232,744.92	105,185.08	68.9

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	228,662.00	16,213.26	136,830.59	91,831.41	59.8
MATERIAL AND SERVICES	90,800.00	647.08	15,278.18	75,521.82	16.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	319,462.00	16,860.34	152,108.77	167,353.23	47.6
PARKS & RECREATION:					
PERSONAL SERVICES	270,876.00	17,536.20	159,746.88	111,129.12	59.0
MATERIAL AND SERVICES	105,500.00	9,161.80	74,554.55	30,945.45	70.7
CAPITAL OUTLAY	35,000.00	.00	24,068.82	10,931.18	68.8
DEBT SERVICE	74,384.00	4,031.88	32,255.04	42,128.96	43.4
TRANSFERS OUT	.00	.00	.00	.00	.0
	485,760.00	30,729.88	290,625.29	195,134.71	59.8
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	19.61	.00	.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	19.61	.00	.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	71,087.00	.00	67,385.97	3,701.03	94.8
MATERIAL AND SERVICES	39,000.00	317.99	23,480.79	15,519.21	60.2
CAPITAL OUTLAY	.00	.00	919.97	(919.97)	.0
	110,087.00	317.99	91,786.73	18,300.27	83.4
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	161,600.00	6,047.89	58,742.81	102,857.19	36.4
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
	1,416,728.00	6,047.89	58,742.81	1,357,985.19	4.2
	5,731,640.00	325,042.09	2,804,517.47	2,927,122.53	48.9
	(1,120,000.00)	(136,856.05)	747,999.94	(1,867,999.94)	66.8

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	795,000.00	42,066.01	286,304.82	508,695.18	36.0
OTHER REVENUE	14,650.00	172.00	9,293.24	5,356.76	63.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>809,650.00</u>	<u>42,238.01</u>	<u>295,598.06</u>	<u>514,051.94</u>	<u>36.5</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	208,899.00	16,124.30	131,611.90	77,287.10	63.0
MATERIAL AND SERVICES	208,000.00	5,944.67	62,463.49	145,536.51	30.0
CAPITAL OUTLAY	329,450.00	.00	1,586.00	327,864.00	.5
DEBT SERVICE	22,149.00	1,503.20	12,050.48	10,098.52	54.4
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>23,572.17</u>	<u>207,711.87</u>	<u>836,938.13</u>	<u>19.9</u>
	<u>1,044,650.00</u>	<u>23,572.17</u>	<u>207,711.87</u>	<u>836,938.13</u>	<u>19.9</u>
	<u>(235,000.00)</u>	<u>18,665.84</u>	<u>87,886.19</u>	<u>(322,886.19)</u>	<u>37.4</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

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	122,021.19	1,188,304.09	536,695.91	68.9
OTHER INCOME	53,000.00	3,240.00	41,341.34	11,658.66	78.0
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,778,000.00</u>	<u>125,261.19</u>	<u>1,229,645.43</u>	<u>548,354.57</u>	<u>69.2</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	372,792.00	29,894.05	238,680.59	134,111.41	64.0
MATERIAL AND SERVICES	173,900.00	9,896.19	98,913.20	74,986.80	56.9
CAPITAL OUTLAY	50,000.00	3,721.81	35,214.72	14,785.28	70.4
DEBT SERVICE	8,378.00	161.86	3,706.82	4,671.18	44.2
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>629,070.00</u>	<u>43,673.91</u>	<u>376,515.33</u>	<u>252,554.67</u>	<u>59.9</u>
WATER TREATMENT:					
PERSONAL SERVICES	25,442.00	1,983.99	16,373.69	9,068.31	64.4
MATERIAL AND SERVICES	470,608.00	37,321.91	282,657.80	187,950.20	60.1
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	3,712.00	161.86	3,706.82	5.18	99.9
TRANSFERS OUT	939,649.00	.00	.00	939,649.00	.0
CONTINGENCIES AND RESERVES	179,519.00	.00	.00	179,519.00	.0
	<u>1,628,930.00</u>	<u>39,467.76</u>	<u>302,738.31</u>	<u>1,326,191.69</u>	<u>18.6</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,258,000.00</u>	<u>83,141.67</u>	<u>679,253.64</u>	<u>1,578,746.36</u>	<u>30.1</u>
	<u>(480,000.00)</u>	<u>42,119.52</u>	<u>550,391.79</u>	<u>(1,030,391.79)</u>	<u>114.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

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	254,461.59	2,110,348.65	1,109,951.35	65.5
OTHER REVENUE	20,000.00	.00	12,340.85	7,659.15	61.7
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,235,800.00</u>	<u>254,461.59</u>	<u>2,122,689.50</u>	<u>1,113,110.50</u>	<u>65.6</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	572,588.00	44,059.53	358,590.52	213,997.48	62.6
MATERIAL AND SERVICES	218,900.00	7,270.28	71,143.37	147,756.63	32.5
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,378.00	161.86	3,706.82	4,671.18	44.2
TRANSFERS OUT	189,319.00	.00	.00	189,319.00	.0
	<u>1,004,185.00</u>	<u>51,491.67</u>	<u>433,440.71</u>	<u>570,744.29</u>	<u>43.2</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	38,478.00	2,976.07	24,562.83	13,915.17	63.8
MATERIAL AND SERVICES	929,139.00	72,396.68	560,152.67	368,986.33	60.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	3,712.00	161.86	3,706.82	5.18	99.9
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>75,534.61</u>	<u>588,422.32</u>	<u>2,147,692.68</u>	<u>21.5</u>
	<u>3,740,300.00</u>	<u>127,026.28</u>	<u>1,021,863.03</u>	<u>2,718,436.97</u>	<u>27.3</u>
	<u>(504,500.00)</u>	<u>127,435.31</u>	<u>1,100,826.47</u>	<u>(1,605,326.47)</u>	<u>218.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2020

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	608,795.00	6,485.74	526,518.38	82,276.62	86.5
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.60	2,651.56	(651.56)	132.6
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>610,795.00</u>	<u>6,486.34</u>	<u>529,169.94</u>	<u>81,625.06</u>	<u>86.6</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	675.00	3,684.32	31,315.68	10.5
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>675.00</u>	<u>3,684.32</u>	<u>792,110.68</u>	<u>.5</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>675.00</u>	<u>3,684.32</u>	<u>792,110.68</u>	<u>.5</u>
	<u>(185,000.00)</u>	<u>5,811.34</u>	<u>525,485.62</u>	<u>(710,485.62)</u>	<u>284.1</u>

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2020

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

Subject:

Temporary Emergency Declaration

Recommended Motion:

Adopt Resolution 20-R-1174, declaring a Temporary State of Emergency for the City of Brookings.

Financial Impact:

No direct cost. Allows City to be eligible for Federal and State funding.

Background/Discussion:

Governor Kate Brown issued an executive order declaring a statewide State of Emergency under ORS 401-025 due to the serious public health and safety threat posed by the spread of the COVID-19 virus. Oregon law also gives cities additional authority to declare a State of Emergency.

The attached resolution would give the City Manager certain powers and responsibilities in order to more efficiently expedite City responses and services. In addition, an Emergency Declaration will allow the City to be eligible for additional Federal and State resources.

Attachment(s):

- a. Resolution 20-R-1174

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 20-R-1174

**A RESOLUTION OF THE CITY OF BROOKINGS DECLARING A TEMPORARY STATE
OF EMERGENCY WITHIN THE BOUNDARIES OF THE CITY AND DELEGATING
AUTHORITY TO THE CITY MANAGER**

WHEREAS, on March 8, 2020, the Governor of the State of Oregon issued Executive Order 20-03 declaring a statewide State of Emergency under ORS 401.025(1) due to the serious public health and safety threat posed by the spread of the COVID-19 virus within our state; and

WHEREAS, ORS Chapter 401.309 grants the City additional authority to declare a State of Emergency within the City; and

WHEREAS, the City Council finds that the detection of multiple cases of Coronavirus (COVID-19) within the state and the Governor's Declaration present circumstances constituting a present threat of imminent widespread or severe damage, significant injury to persons or property, increased human suffering, loss of life, and financial loss within the City's boundaries; and

WHEREAS, the City Council finds that during this State of Emergency, it is prudent and responsible to delegate certain powers and responsibilities to the Janell Howard in order to more efficiently expedite City responses and services; and

WHEREAS, these emergency circumstances require focused and coordinated municipal and community responses beyond that which occur routinely and such coordinated responses cannot be achieved without temporarily amending some of the City's regular business, emergency, employment, and intergovernmental practices; and

WHEREAS, these emergency circumstances are anticipated to remain in effect for at least four weeks;

Now, Therefore, it is Declared that:

1. **City-wide State of Emergency.** A City-wide State of Emergency hereby exists within the City of Brookings, which includes all of the area within the city boundaries. This State of Emergency shall become effective immediately and shall continue through June 30, 2020, unless further extended or rescinded by the City pursuant to this Declaration.

2. **City Authority.** During this State of Emergency, the City may take any legal and necessary steps to respond and recover from the emergency, including but not limited to: requesting assistance, funds, and reimbursement from the State of Oregon and federal agencies; adopting temporary rules and policies regarding City facilities, funds, resources, and staff; entering into contracts for services or aid agreements with other governmental or private entities; and cancelling non-essential City meetings and events.
 - a. Emergency procurement of goods, services, and public improvements is hereby authorized pursuant to ORS 279B.080, ORS 279C.320, ORS 279C.380(4), and all other applicable statutes, ordinances, and rules.
3. **Staff Designation.** The City Manager is directed to identify two additional City staff members who are designated and authorized to serve as the “acting in capacity” City Manager (City Manager AIC) in the City Manager’s absence during this State of Emergency. The City Manager or designee(s) shall regularly document and report to the Council regarding any actions or orders taken pursuant to this Declaration.
4. **City Manager Delegation.** During this State of Emergency, the Council hereby delegates to the City Manager (and to City Manager designees in the case of the City Manager’s absence), the authority to take actions and issue orders necessary and reasonable to protect health, safety and welfare of the City and the public and to conduct activities that minimize or mitigate the effect of the emergency, as long as such actions, orders, and activities are in compliance with City, state and federal law.
 - a. Notwithstanding the immediately preceding, if the City Manager desires to issue a municipal order limiting or banning public gatherings, establishing curfews, closing or limiting businesses, or implementing other social distancing measures *beyond that ordered by the State of Oregon*, the City Manager shall first consult with the City Council. This provision does not prevent the City Manager from publishing recommendations regarding such social distancing measures within the City.
 - b. The City Manager will make every effort to communicate and consult the City Council prior to any actions under this declaration.
5. **Effective Date and Duration.** This Declaration shall be effective on the date adopted by the City Council and shall remain in effect until June 30, 2020, at 11:59 pm unless further extended by the City Manager or designee or the City Council.

6. **Establishing an Emergency.** It is hereby adjudged and declared that existing conditions are such that this Declaration is necessary for the immediate preservation of the public peace, health and safety of the City of Brookings, and an emergency is hereby declared to exist and this Ordinance, and all provisions modifying the Ordinance referred to herein, shall take effect in full force and effect when signed by the Mayor.

Adopted by the City Council March 23, 2020; and made effective the same date.

Attest:

Mayor Jake Piper

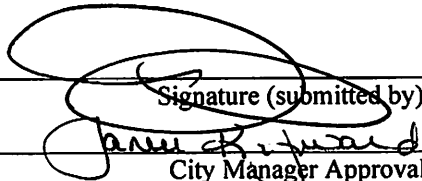
City Recorder Janell K. Howard

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2020

Originating Dept: PWDS


Signature (submitted by)
City Manager Approval

Subject: Social Security Bar Access Lease Agreement

Recommended Motion:

Authorize the City Manager to enter into a lease agreement with Curry County for Social Security Bar.

Financial Impact: \$1 per year

Background/Discussion:

Illegal activities at Social Security Bar coupled with complaints from adjacent residents have been ongoing for years. A new round of staff discussion about what to do with the City owned portion of land which includes the access to Social Security Bar has emerged. The new discussion includes a transfer of the City owned property to the County for development.

Curry County Parks Director Josh Hopkins discussed with County Commissioners at a workshop on August 8, 2018 his interest in the development of the 1.6 acres of City-owned property at Social Security Bar. Commissioners directed Josh to prepare a proposal to present to the City of Brookings. Staff brought the subject of Social Security Bar back to a City Council Workshop on October 1, 2018. Council was open to the concept of the County developing the property but expressed interest in a long term lease in lieu of selling the property to the County.

On August 12, 2019 the County provided a proposal to manage the City owned Social Security Bar access. The Council requested that Josh Hopkins (Curry County Parks Director) take the proposal back to the County and prepare a lease agreement that addresses the following concerns.

- The length of the agreement
- Ensuring that public access to the gravel bar will not be hindered
- Access to the area in the case of requiring an emergency water source.

These areas have been addressed in this proposed agreement that has been reviewed by staff and legal counsel from both the City and County.

Attachment:

- a. Draft lease agreement for Social Security Bar

GROUND LEASE

DATE: January ___, 2020

PARTIES: Curry County, a Political Subdivision of the State of Oregon, Lessee and City of Brookings, Oregon, a Municipal Corporation, Lessor

RECITALS: 1) Lessor is the owner of land described on the attached Exhibit "A" (Descriptoin/Map/ Aerial Photograph), commonly

_____ known as "Social Security Bar." This land _____ shall hereinafter be referred to as "the Premises".

2) The Premises consist of 1.6 acres currently configured as bare ground which includes an access point to the gravel bar along the Chetco River.

2) Lessee wishes to utilize the pPremises as an access point to the Chetco River for public use with plans of development for recreational camping facilities.

Section 1. Agreement to Lease

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the pPremises, "as is" without any further improvement or modifications. The Premises is more particularly described in Exhibit A, which by this reference is incorporated in this Agreement on [CM1] the terms and conditions set forth below:

Section 2. Term and Termination

A. The term of this lease shall begin on January ___, 2020 and shall continue for fifty (50) years until December 31, 2069 unless it is terminated sooner as provided in this lease. The lease may be renewed for another 50-year renewal period upon written agreement between the parties.

1. Mutual Termination This Agreement may be mutually terminated by both parties in writing. If mutually terminated a transition plan will be made detailing the timeframe and reimbursements and or removal cost of completed construction.

CHOICES FOR THE CLIENT: 2. Unilateral Termination Either party may terminate this agreement by providing XX 12 months' written notice of its intent to terminate to the other party. In any event, Lessee shall leave all improvements on the premises.

a. If Lessee unilaterally terminates, it shall leave the Premises in good, serviceable, and safe condition with no unfinished construction, partially demolished or unrepaired buildings, or refuse. Failure to do so entitles Lessor to reimbursement for any costs to make the Premises good, serviceable, and safe.

b. If Lessor unilaterally terminates, it shall reimburse Lessee for the remaining balance of the non-depreciated assets on the premises, less deferred maintenance costs.

Section 3. Reviews

Every ten (10) years in which this lease is in effect there shall be an annual review of the provisions herein as well as an inspection of the Premises. If Lessor determines within this review that provisions of this lease are not being complied with, Lessor shall give Lessee notice within 30 days of the review and Lessee shall have a reasonable time in which to come into compliance.

Section 4. Rent

Basic rent shall be the sum of \$1.00 per year. Lessee shall pay this amount on or before January 15th of each year the lease is in effect beginning in 2020.

Section 5. Use of the Premises

~~Subject to applicable rules, ordinances, and laws regarding recreational camping,~~ Lessee may use the ~~p~~Premises for public parking and access, recreational camping facility and/or other uses allowed within zoning restrictions. Lessee is free to make any necessary alterations to the Premises in order to carry out the goal of developing a recreational camping facility, ~~subject to the provisions of this Agreement.~~^[CM2] Lessee shall follow all applicable land use development laws when making improvements to the premises. In addition to the required notices under those laws, Lessee shall provide email notice of improvements to the lessor before submitting an application for development or construction building permits. If lessor does not object within two weeks of receipt of notice, lessor waives objection to the improvement.

Lessee will not hinder, ~~delay, impede, or block~~ public access to the gravel bar located adjacent to the Premises.

Lessee acknowledges that Lessor's emergency water source is located on the Premises. If a ~~watern~~ emergency should occur ~~in which Lessor cannot access its current water source,~~ the ~~Lessee shall grant Lessor immediate access to the Premises for evaluation~~ ~~Premises may be evaluated~~ to determine whether it is appropriate for Lessor to locate a rainwater catch system thereon pursuant to the Brookings Water Master Plan ~~(Is this a correct reference?). In such a circumstance, Lessor shall have the sole right and sole discretion to take any and all actions necessary and desirable to establish, maintain, and protect emergency water source use.~~ Lessee will work with Lessor in such event with the goal of ~~securing emergency water and~~ mitigating any disturbance of Lessee's development of the Premises. If the Premises must be used as an emergency water source and Lessee's developments are disturbed, Lessor will ~~reimburse the cost of the development to Lessee or pay to replace the development(s) Lessee created~~ ~~take the necessary steps to restore the Premises and developments to a condition reasonably close to the conditions prior to the disturbance, if possible.~~ ^[MAW3]

Section 65. Taxes and Assessments

Lessee shall pay before delinquency all real and personal property taxes, general and special assessments, and other charges of each description levied on or assessed against the ~~p~~Premises.

Section 76. Costs of Development – Maintenance

- a) Except as otherwise provided in this section, Lessee shall be responsible for all costs associated with the development of the ~~p~~Premises into a recreational camping facility.
- b) Lessee shall maintain the ~~p~~Premises in good condition and repair during the duration of this lease.

Section 87. Ownership of the Improvements

All improvements constructed on the Premises by Lessee shall be owned by Lessee until expiration or sooner termination of this lease. All improvements located on the Premises at the expiration or sooner termination of this lease shall become the property of Lessor, free and clear of all claims of Lessee or anyone claiming under Lessee, and Lessee shall indemnify and defend Lessor against all liability and loss arising from such claims. Nothing in this paragraph 7 shall alter other provisions of this lease.

Section 98. Assignment; Subletting; Financing

- a) Lessee shall not assign or otherwise transfer Lessee's interest in the lease or the estate created by this lease.
- b) Lessee shall not sublet all or any part of the Premises or other improvements on the ~~p~~Premises.
- c) The parties understand that the Premises shall be used for a recreational camping facility, public parking and any other allowed uses under the applicable zoning regulations and subject to City any ordinances, rules, or regulations pertaining to public camping or recreational use.
- d) Lessee may not subject the leasehold estate and the improvements, if any, to one or more mortgages or other liens as security for a loan or loans or other obligations of Lessee.

Section 109. Insurance [MAW4]

Lessee shall procure at its own expense and shall continuously maintain during the term of this lease a comprehensive general liability policy with a minimum coverage of \$52,000,000.00 per ~~occurrence, or such large amount as to insure total coverage for potential liability should the limits under the Tort Claims Act be amended.~~ The insurance shall be in a form sufficient to protect Lessor and Lessee against claims, suits, or actions of any kind from third persons for personal injury, death, or property damage arising from the use, occupancy, or condition of the ~~p~~Premises or improvements on the ~~p~~Premises.

Lessee shall name Lessor as an additional insured.

Certificates of Insurance will be provided to Lessor upon request.

Section 110. Cross-Indemnification and Waiver.

Subject to the ~~tort claim limitations in the limited of the~~ Oregon Tort Claims Act and the [MAW5] Oregon Constitution, each party Lessee agrees to defend, indemnify and hold harmless ~~the other party Lessor, including~~ its officers, employees, agents and representatives from any and all claims, suits, liabilities, administrative actions for damages by third parties arising out or related to this Agreement. ~~of the parties' conduct described herein. Provided that t~~The foregoing provision shall not be construed to make Lessee either party responsible for loss, damage, liability or expense resulting from injuries to third parties solely caused by any act or omission, or the negligence of

~~Lessor the other party.~~ Further, each Party agrees to waive any and all claims against the other Party relating to this Agreement, unless such claims pertain to a Party's alleged purposeful malfeasance or a Party's alleged violation of this Agreement.

Notwithstanding the immediately preceding, this waiver provision does not impair the Lessor's indemnification rights under this Agreement or impair the Parties' rights to enforce the terms of this Agreement, including but not limited to the right to declare a default or pursue other remedies to enforce the terms of the Agreement.

Lessor shall take all necessary steps to preserve recreational immunity under ORS chapter 105 to areas on the Premises that do not require a fee. This includes but is not limited to posting signage warning participants when they are leaving a fee area, that they enter at their own risk, and listing potentially dangerous conditions.

Unless prohibited by the Oregon Tort Claims Act or the Oregon Constitution, Lessor shall defend, indemnify and save harmless Lessee, its elected officials, officers, employees, volunteers and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of Lessor, its employees or agents associated with this agreement. In executing this agreement, Lessor does not assume liability or responsibility for or in any way release Lessee from any liability or responsibility which arises in whole or in part from the existence or effect of Lessee ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Lessee ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, Lessee shall defend against such cause, claim, suit, action or administrative proceeding at its sole expense and if judgment is entered or damages are awarded against Lessee, Lessor, or both, Lessee shall satisfy the same, including all chargeable costs and attorney's fees.

Section 121. Remedies on Default and Termination for Default

Should Lessee default on its obligations under the Lease, Lessor ~~may~~ shall give Lessee written notice of the default. Should Lessee fail to cure the stated default within 30 days of the written notice of default, Lessor may terminate the Lease.

Section 132. Surrender and Termination

- a) Upon expiration or termination of the Lease term, Lessee shall immediately surrender possession of the Premises to Lessor, including all improvements located on the Premises, in good condition. All property that Lessee is required to surrender shall all become Lessor's property at the date of the expiration of the lease.
- b) Failure by Lessee to vacate the Premises at the time specified in this lease shall not constitute a renewal or extension or give Lessee any rights in or to the Premises or any improvements. Upon such a holdover, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the failure or delay of Lessee to timely surrender the Premises including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to so surrender.
- ~~c) Lessee may surrender the Premises to Lessor, and except as provided in paragraphs 10-11 and 13(c), shall have no further obligation under this lease by giving Lessor 30 days' notice of Lessee's intent to terminate the lease and vacate the Premises.~~

Section 143. Condemnation

County of Curry)

Acknowledged before me this ____ day of _____, _____, by

_____.

Notary Public for Oregon

My Commission Exp: _____

LESSOR: CITY OF BROOKINGS

Administrator Janell K. Howard, City Manager

Date

State of Oregon)
) ss
County of Curry)

Acknowledged before me this ____ day of _____, _____, by

_____.

Notary Public for Oregon

My Commission Exp: _____

Approved as to Form:

John Hutt
Curry County Counsel

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2020

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject: Oasis Park Lease

Recommended Motion:

Authorize the City Manager to enter into a lease agreement with Curry County for Oasis Park.

Financial Impact: \$1 per year

Background/Discussion:

Oasis Park has been city managed since 2011. In 2017 the property was foreclosed on and became County property. In January of this year Parks Manager Josh Hopkins realized this and notified the City that Oasis Park is County property. The Board of Commissioners (BOC) met on 2/05/2020 to determine what the County would like to do with this property. County staff recommendation was to deed the property over the City of Brookings to continue to maintain. The majority of Commissioners favored a lease option rather than deeding it to the City. The BOC directed that I bring this back to the City Council to discuss if the City would be interested in a lease ranging from five to twenty years.

Oasis is currently maintained by the Lions club through the City adopt a park program. The city has invested in infrastructure such as benches, trash receptacles, the bear sculpture and miscellaneous landscaping projects.

Curry County has proposed a 5 year lease agreement with an option to renew 10 times. If the City wanted a longer initial term, the County Director of operations suggested alternate term of:

Attachment:

- A. Draft agreement from Curry County

AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444

SEND TAX STATEMENT TO:

City of Brookings, a Municipal
Corporation
898 Elk Drive
Brookings, OR 97444

GROUND LEASE

Pocket Park – Oasis

DATE: July 1, 2020

PARTIES: Curry County, a Political Subdivision of the State of Oregon, Lessor and City of Brookings, Oregon, a Municipal Corporation, Lessee

RECITALS:

- 1) Lessor is the owner of land described on the attached Exhibit "A". This land shall hereinafter be referred to as "the Premises".
- 2) Lessee wishes to utilize the premises as a small community park herein referred to as the "pocket park".

Section 1. Agreement to Lease

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises on the terms and conditions set forth below.

Section 2. Term

The term of this lease shall begin on July 1, 2020 and shall continue until June 30, 2025, unless it is terminated sooner as provided in this lease. Lease can be renewed for a term of 5 years, up to 10 renewals (50 years), with 60 days advance notification, if both parties agree.

Section 3. Rent

Basic rent shall be the sum of \$1.00 per year. Lessee shall pay this amount on or before July 1 of each year the lease is in effect beginning in 2020.

Section 4. Use of the Premises

Lessee may use the premises only as a "pocket park", and for no other purposes.

Section 5. Taxes and Assessments

Lessee shall pay before delinquency any and all real and personal property taxes, general and special assessments and other charges of each description levied on or assessed against the premises, if applicable.

Section 6. Costs of Development – Maintenance

- a) Lessee shall be responsible for all costs associated with the maintenance of the Premises.
- b) Lessee shall maintain the premises in good condition and repair during the duration of this lease.

Section 7. Improvements; Ownership of the Improvements

Lessee shall not make any improvements to the premises without the express written consent of Lessor. All improvements constructed on the Premises by Lessee shall be owned by Lessee until expiration or sooner termination of this lease. All improvements located on the Premises at the expiration or sooner termination of this lease shall become the property of Lessor, free and clear of all claims of Lessee or anyone claiming under Lessee, and Lessee shall indemnify and defend Lessor against all liability and loss arising from such claims. Nothing in this paragraph shall alter other provisions of this lease.

Section 8. Assignment; Subletting; Financing

- a) Lessee shall not assign or otherwise transfer Lessee's interest in the lease or the estate created by this lease.
- b) Lessee shall not sublet all or any part of the Premises or other improvements on the premises.
- c) The parties understand that the Premises shall be used as a "pocket park" and that Lessee is entitled to allow the use of the Premises by the public.
- d) Lessee may not subject the leasehold estate and the improvements, if any, to one or more mortgages or other liens as security for a loan or loans or other obligations of Lessee.

Section 9. Insurance

Lessee shall procure at its own expense and continuously maintain during the term of this lease a comprehensive general liability policy with a minimum coverage of \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, or such large amount as to insure total coverage for potential liability should the limits under the Tort Claims Act be amended. The insurance shall be in a form sufficient to protect Lessor and Lessee against claims from third persons for personal injury, death, or property damage arising from the use, occupancy, or condition of the premises or improvements on the premises. Lessee shall name Lessor as an additional insured.

Certificates of Insurance will be proved to Lessor upon request.

Section 10. Indemnification

Lessee agrees to defend, indemnify, and save Lessor, its agents and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, or other damage resulting from injury or death to any person or from property damage arising during the terms of this lease from the use, occupancy, or conditions of the premises or improvements on the premises.

Section 11. Remedies on Default

Should Lessee default on its obligations under the Lease, Lessor may give Lessee written notice of the default. Should Lessee fail to cure the stated default within 30 days, Lessor may terminate the Lease.

Section 12. Surrender and Termination

- a) Upon expiration of the Lease term, Lessee shall surrender possession of the Premises to Lessor, including all improvements located on the Premises, in good condition. All property that Lessee is required to surrender shall all become Lessor's property at the date of the expiration of the lease.
- b) Failure by Lessee to vacate the Premises at the time specified in this lease shall not constitute a renewal or extension or give Lessee any rights in or to the Premises or any improvements. Upon such a holdover, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the failure or delay of Lessee to timely surrender the Premises including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to so surrender.
- c) Lessee may surrender the Premises to Lessor, and except as provided in paragraphs 10 and 13(c), shall have no further obligation under this lease by giving Lessor 30 days' notice of Lessee's intent to terminate the lease and vacate the Premises.

Section 13. Utilities

Lessee agrees that it will pay all charges and expenses for utilities, if any, used on the Premises during the term of the lease. It further agrees that it will not permit liens to be incurred or placed upon the Premises because of the non-payment of any such utility charges.

Section 14. Compliance with Laws

Lessee agrees to observe and obey all pertinent laws, ordinances, and regulations pertinent to the occupancy of the premises during the term of the lease.

Section 15. Miscellaneous Provisions

- a) Waiver by either party of strict performance of any provision or term of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision or any other provision.

Administrator

Date

State of Oregon)
) ss
County of Curry)

Acknowledged before me this _____ day of _____, _____, by

Notary Public for Oregon
My Commission Exp: _____

Approved as to Form:

John Hutt
Curry County Counsel

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: March 23, 2020

Originating Dept: Parks

Signature (submitted by)

City Manager Approval

Subject:

Waive Picnic Table Use Fees for the Festival of Art in Stout Park

Recommended Motion:

Motion to waive picnic table use fees for the Pelican Bay Arts Association (PBAA) sponsored Festival of Art in Stout Park.

Financial Impact: \$400 is the current fee for use of the picnic tables.

Background/Discussion:

For the past seven years the PBAA has hosted the Festival of Art in Stout Park. The two day event is always held on the first weekend in August and has been a huge success, drawing many locals and visitors to the event. The festival highlights include original art, handcrafted items, activities for children, craft and food vendors, and live music. The City has waived the picnic table rental fees in the past for this event and PBAA is again requesting a fee waiver for this year's event.

Attachment:

a. PBAA Waiver Request

March 5, 2020

Brookings City Hall Council
898 Elk Drive
Brookings, OR 97415

Subject: Festival of Art in Stout Park (FASP) Use Permit Application

Dear Mayor Pieper and Members of the City Council:

The Pelican Bay Arts Association (PBAA) is pleased to submit our application for use of Stout Park for the 7th Annual Festival of Art in Stout Park August 1-2, 2020. The event has been a very successful cooperative effort between the City and PBAA, bringing together members of our community as well as many visitors to the Brookings-Harbor area. We appreciate the support we receive from the City and look forward to another successful event with you.

We respectfully request a waiver for fees charged for a dumpster, recycle bin, picnic tables, and trash cans for the festival.

This year, we will be making a few minor changes we believe will enhance the experience. These include moving portable restrooms and adding a food vendor to the parking lot area.


As in previous years, we would like to use the City's posts to mark the area for alcohol consumption. As with past events, we'd like to close Pine Street to all but residents during the event. We would like to use the City barricades for that purpose and for the area we used last year on Oak Street for disabled loading and unloading. If the City can provide several disabled placards for the Oak Street area and for the parking lot, this would be very helpful. Finally, we'd like to request twelve orange cones to use throughout the venue.

We expect to have beer and wine vendors. They will obtain their own permits for the event. Their carts will be in the circle at the end of Pine Street. Alcohol consumption will be restricted to the PBAA property behind the gallery and to the circle at the end of Pine Street.

Steve and Chaney Delaire are the site coordinators for the festival. Our cell phone numbers are (707) 921-9108 and (707) 695-7331 respectively. Please contact us if you have any questions. If you are unable to reach us, Leslie Wilkinson is the back-up contact at (530) 521-5621.

Attached please find our application, insurance certificate and site map. We look forward to your consideration of our request.

Sincerely,



Steve Delaire

FASP Site Coordinator