

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, October 26, 2020, 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 EOC, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions" ORS 192.660 (2)(f) "To consider information or records that are exempt by law from public inspection." ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed."

### **CITY COUNCIL**

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Ceremonies/Appointments/Announcements**

1. William Hamilton Recognition
2. Red Ribbon Proclamation [Pg. 3]

#### **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**

1. Approve Council minutes for October 12, 2020 [Pg. 4]
2. Receive monthly financial report for September, 2020 [Pg. 5]

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

1. Salmon Run Irrigation Pumps [Parks Pg.11]
  - a. Bid from Klamath Pump Center [Pg. 12]
  - b. Bid from Siskiyou Service [Pg. 26]
2. Lease Agreement with South Coast Lumber Company [Parks Pg. 27]
  - a. Driving Range Lease Agreement [Pg. 28]
3. Adopting Ordinance, accepting a lot line adjustment deed at 423 Buena Vista Loop and 423.5 Buena Vista Loop, Ordinance 20-O-792 [PWDS Pg. 38]
  - a. Draft Ordinance 20-O-792 [Pg. 39]
  - b. Lot Line Adjusted Parcel Exhibit A [Pg. 40]
  - c. Lot Line Adjusted Parcel Exhibit B [Pg. 41]
4. Lot Line Adjustment Deed, 423 Buena Vista Loop and 423.5 Buena Vista Loop [PWDS Pg.42]
  - a. Lot Line Adjustment Deed [Pg. 43]
  - b. Lot Line Transfer Area Exhibit A [Pg. 45]
  - c. Lot Line Transfer Area Exhibit B [Pg. 46]
  - d. Lot Line Transfer Area Exhibit C [Pg. 47]
  - e. Lot Line Transfer Area Exhibit D [Pg. 48]
  - f. Site Map [Pg. 49]

## **H. Remarks from Mayor and Councilors**

### **I. Adjournment**

\*Public Comment forms and the agenda packet are available on-line at [www.brookings.or.us](http://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.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

- Television – Charter Channel 181

- Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

On computers, it is possible to stream the meetings LIVE by copying and pasting the following link inside your web browser: <mms://68.185.2.46:8080>

# City of Brookings *Proclamation*

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

**WHEREAS**, October 25th through October 31st, 2020, has been designated **NATIONAL RED RIBBON WEEK** whereby all Americans can show their commitment to drug-free lifestyles; and

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

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

**NOW THEREFORE**, that I, Jake Pieper, Mayor of the City of Brookings, do hereby proclaim the week of October 25th through October 31st, 2020 to be

## ***RED RIBBON WEEK***

***In Witness Whereof***, I, Mayor Jake Pieper, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 26th day of October, 2020.

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Mayor Jake Pieper

**City of Brookings**  
**CITY COUNCIL MEETING MINUTES**  
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415  
**Monday, October 12, 2020**

**Call to Order**

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

**Roll Call**

Council Present: Mayor Jake Pieper, Councilors Brad Alcorn, Brent Hodges, John McKinney and Ron Hedenskog; a quorum present.

Staff present: City Manager Janell Howard, Deputy Recorder Natasha Tippetts, and Planning Tech Lauri Ziemer.

Media Present: None

Others Present: 4 audience members

**Ceremonies**

1. Yard of the Month Award – Altona Mefford – 420 Buena Vista Loop
2. Bully Prevention Proclamation

**Scheduled Public Appearances**

**Oral Requests and Communications from the Audience**

1. Gordon Clay, PO Box 12, Brookings – Accepted Bully Prevention Proclamation and provided further information on cyber-bullying and suicide prevention.
2. Ray "Skip" Hunter, 1310 English Ct, Brookings – Presented additional information on bullying.
3. Connie Hunter, 1310 English Ct, Brookings – Presented information on Ethics awareness.

**Consent Calendar**

1. Approve Park & Rec Minutes for June 25, 2020
2. Approve Council minutes for September 28, 2020

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

**Staff Reports**

NONE

**Remarks from Mayor and Councilors**

**Adjournment**

Councilor Hedenskog moved, Councilor Alcorn seconded and Council voted unanimously to adjourn the meeting at 7:31 PM.

Respectfully submitted:

ATTESTED:  
this 26th day of October, 2020:

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Jake Pieper, Mayor

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Janell K. Howard, City Recorder

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	3,367,786.00	76,797.42	245,771.64	3,122,014.36	7.3
LICENSES AND PERMITS	265,000.00	26,721.36	79,515.64	185,484.36	30.0
INTERGOVERNMENTAL	291,800.00	28,319.35	69,891.61	221,908.39	24.0
CHARGES FOR SERVICES	317,000.00	87,451.72	142,031.58	174,968.42	44.8
OTHER REVENUE	163,883.00	9,915.26	296,297.83	( 132,414.83)	180.8
TRANSFERS IN	579,943.00	.00	.00	579,943.00	.0
	<u>4,985,412.00</u>	<u>229,205.11</u>	<u>833,508.30</u>	<u>4,151,903.70</u>	<u>16.7</u>
<b>EXPENDITURES</b>					
JUDICIAL:					
PERSONAL SERVICES	32,738.00	2,896.04	8,897.53	23,840.47	27.2
MATERIAL AND SERVICES	12,850.00	400.00	1,314.64	11,535.36	10.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>45,588.00</u>	<u>3,296.04</u>	<u>10,212.17</u>	<u>35,375.83</u>	<u>22.4</u>
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	367,668.00	27,602.80	86,890.94	280,777.06	23.6
MATERIAL AND SERVICES	153,000.00	10,502.79	34,851.27	118,148.73	22.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>520,668.00</u>	<u>38,105.59</u>	<u>121,742.21</u>	<u>398,925.79</u>	<u>23.4</u>
POLICE:					
PERSONAL SERVICES	2,614,605.00	196,458.48	617,715.37	1,996,889.63	23.6
MATERIAL AND SERVICES	184,000.00	9,125.08	43,177.96	140,822.04	23.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	18,759.24	27,663.86	40,203.14	40.8
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,866,472.00</u>	<u>224,342.80</u>	<u>688,557.19</u>	<u>2,177,914.81</u>	<u>24.0</u>
FIRE:					
PERSONAL SERVICES	218,421.00	17,090.25	54,066.07	164,354.93	24.8
MATERIAL AND SERVICES	101,000.00	9,589.34	26,807.51	74,192.49	26.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	.00	.00	30,580.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>350,001.00</u>	<u>26,679.59</u>	<u>80,873.58</u>	<u>269,127.42</u>	<u>23.1</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	248,233.00	20,103.66	62,107.84	186,125.16	25.0
MATERIAL AND SERVICES	91,100.00	17,510.03	23,649.20	67,450.80	26.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>339,333.00</u>	<u>37,613.69</u>	<u>85,757.04</u>	<u>253,575.96</u>	<u>25.3</u>
PARKS & RECREATION:					
PERSONAL SERVICES	272,611.00	21,191.21	69,911.53	202,699.47	25.7
MATERIAL AND SERVICES	110,600.00	11,712.55	29,107.49	81,492.51	26.3
CAPITAL OUTLAY	.00	.00	1,373.00	( 1,373.00)	.0
DEBT SERVICE	58,330.00	4,031.88	12,095.64	46,234.36	20.7
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>441,541.00</u>	<u>36,935.64</u>	<u>112,487.66</u>	<u>329,053.34</u>	<u>25.5</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
SWIMMING POOL:					
PERSONAL SERVICES	72,764.00	9,356.78	58,804.73	13,959.27	80.8
MATERIAL AND SERVICES	40,300.00	3,524.52	16,972.18	23,327.82	42.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>113,064.00</u>	<u>12,881.30</u>	<u>75,776.91</u>	<u>37,287.09</u>	<u>67.0</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	162,600.00	6,332.26	16,315.38	146,284.62	10.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	555,500.00	.00	.00	555,500.00	.0
CONTINGENCIES AND RESERVES	640,645.00	.00	.00	640,645.00	.0
	<u>1,358,745.00</u>	<u>6,332.26</u>	<u>16,315.38</u>	<u>1,342,429.62</u>	<u>1.2</u>
	<u>6,035,412.00</u>	<u>386,186.91</u>	<u>1,191,722.14</u>	<u>4,843,689.86</u>	<u>19.8</u>
	<u>( 1,050,000.00)</u>	<u>( 156,981.80)</u>	<u>( 358,213.84)</u>	<u>( 691,786.16)</u>	<u>( 34.1)</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	636,000.00	37,822.34	93,256.25	542,743.75	14.7
OTHER REVENUE	14,450.00	.00	237.54	14,212.46	1.6
TRANSFER IN	17,940.00	.00	.00	17,940.00	.0
	<u>668,390.00</u>	<u>37,822.34</u>	<u>93,493.79</u>	<u>574,896.21</u>	<u>14.0</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	214,589.00	16,136.95	50,482.26	164,106.74	23.5
MATERIAL AND SERVICES	209,000.00	5,611.92	23,412.08	185,587.92	11.2
CAPITAL OUTLAY	178,940.00	781.97	8,902.62	170,037.38	5.0
DEBT SERVICE	21,084.00	1,356.89	4,070.67	17,013.33	19.3
TRANSFERS OUT	61,775.00	.00	.00	61,775.00	.0
CONTINGENCIES AND RESERVES	158,002.00	.00	.00	158,002.00	.0
	<u>843,390.00</u>	<u>23,887.73</u>	<u>86,867.63</u>	<u>756,522.37</u>	<u>10.3</u>
	<u>843,390.00</u>	<u>23,887.73</u>	<u>86,867.63</u>	<u>756,522.37</u>	<u>10.3</u>
	<u>( 175,000.00)</u>	<u>13,934.61</u>	<u>6,626.16</u>	<u>( 181,626.16)</u>	<u>3.8</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,765,000.00	179,015.51	573,551.32	1,191,448.68	32.5
OTHER INCOME	53,000.00	7,251.87	14,010.56	38,989.44	26.4
TRANSFERS IN	17,940.00	.00	.00	17,940.00	.0
	<u>1,835,940.00</u>	<u>186,267.38</u>	<u>587,561.88</u>	<u>1,248,378.12</u>	<u>32.0</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	378,604.00	27,473.35	92,718.75	285,885.25	24.5
MATERIAL AND SERVICES	186,300.00	6,722.97	48,943.14	137,356.86	26.3
CAPITAL OUTLAY	67,940.00	2,146.98	10,519.63	57,420.37	15.5
DEBT SERVICE	7,186.00	2,384.49	2,384.49	4,801.51	33.2
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>664,030.00</u>	<u>38,727.79</u>	<u>154,566.01</u>	<u>509,463.99</u>	<u>23.3</u>
WATER TREATMENT:					
PERSONAL SERVICES	26,182.00	2,072.00	6,375.48	19,806.52	24.4
MATERIAL AND SERVICES	491,562.00	97.92	26,333.04	465,228.96	5.4
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	2,386.00	2,384.49	2,384.49	1.51	99.9
TRANSFERS OUT	814,903.00	.00	.00	814,903.00	.0
CONTINGENCIES AND RESERVES	186,877.00	.00	.00	186,877.00	.0
	<u>1,531,910.00</u>	<u>4,554.41</u>	<u>35,093.01</u>	<u>1,496,816.99</u>	<u>2.3</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>2,195,940.00</u>	<u>43,282.20</u>	<u>189,659.02</u>	<u>2,006,280.98</u>	<u>8.6</u>
	<u>( 360,000.00)</u>	<u>142,985.18</u>	<u>397,902.86</u>	<u>( 757,902.86)</u>	<u>110.5</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 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	3,219,300.00	271,956.66	834,385.44	2,384,914.56	25.9
OTHER REVENUE	20,000.00	.00	1,490.91	18,509.09	7.5
TRANSFER IN	17,940.00	.00	.00	17,940.00	.0
	<u>3,252,740.00</u>	<u>271,956.66</u>	<u>835,876.35</u>	<u>2,416,863.65</u>	<u>25.7</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	581,033.00	41,779.41	131,025.18	450,007.82	22.6
MATERIAL AND SERVICES	224,500.00	1,923.63	37,140.49	187,359.51	16.5
CAPITAL OUTLAY	32,940.00	781.99	8,902.64	24,037.36	27.0
DEBT SERVICE	7,186.00	2,384.49	2,384.49	4,801.51	33.2
TRANSFERS OUT	193,811.00	.00	.00	193,811.00	.0
	<u>1,039,470.00</u>	<u>46,869.52</u>	<u>179,452.80</u>	<u>860,017.20</u>	<u>17.3</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	39,578.00	3,107.87	9,562.79	30,015.21	24.2
MATERIAL AND SERVICES	938,591.00	136.80	31,218.50	907,372.50	3.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	2,386.00	2,384.49	2,384.49	1.51	99.9
TRANSFERS OUT	1,357,636.00	.00	.00	1,357,636.00	.0
CONTINGENCIES AND RESERVES	324,579.00	.00	.00	324,579.00	.0
	<u>2,662,770.00</u>	<u>5,629.16</u>	<u>43,165.78</u>	<u>2,619,604.22</u>	<u>1.6</u>
	<u>3,702,240.00</u>	<u>52,498.68</u>	<u>222,618.58</u>	<u>3,479,621.42</u>	<u>6.0</u>
	<u>( 449,500.00)</u>	<u>219,457.98</u>	<u>613,257.77</u>	<u>( 1,062,757.77)</u>	<u>136.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2020

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	582,539.00	2,156.52	8,446.63	574,092.37	1.5
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.03	783.04	1,216.96	39.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>584,539.00</u>	<u>2,156.55</u>	<u>9,229.67</u>	<u>575,309.33</u>	<u>1.6</u>
<b>EXPENDITURES</b>					
<b>GENERAL:</b>					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	60,000.00	795.00	795.00	59,205.00	1.3
CAPITAL OUTLAY	864,539.00	.00	.00	864,539.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	130,000.00	.00	.00	130,000.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,054,539.00</u>	<u>795.00</u>	<u>795.00</u>	<u>1,053,744.00</u>	<u>.1</u>
<b>DEPARTMENT 20:</b>					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
<b>DEPARTMENT 22:</b>					
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>
<b>DEPARTMENT 24:</b>					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,054,539.00</u>	<u>795.00</u>	<u>795.00</u>	<u>1,053,744.00</u>	<u>.1</u>
	<u>( 470,000.00)</u>	<u>1,361.55</u>	<u>8,434.67</u>	<u>( 478,434.67)</u>	<u>1.8</u>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: October 26, 2020

Originating Dept: PWDS

  
Signature (submitted by)  
  
City Manager Approval

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Subject:

Irrigation pump replacement at Salmon Run Golf Course

Recommended Motion:

Motion to authorize the purchase of two irrigation pumps from Klamath Pump Center, Inc for \$36,825.

Financial Impact:

\$36,825 budgeted in the Capital Projects Reserve Fund.

Background/Discussion:

The irrigation pumps at Salmon Run have been repaired to the point that both Jacobs and Stadleman Electric have reported that if they fail again, they will not be repairable. The pumps serve the irrigation to the entire course. Replacement is vital to ensuring that the golf course can continue to irrigate the course. Several pump companies were contacted by both Jacobs and Early Management Team and two companies returned quotes. Klamath Pump Center submitted a quote for \$36,825 and Siskiyou Pump submitted a quote for \$52,757.

Attachment(s):

- a. Bid from Klamath Pump Center, Inc
- b. Bid from Siskiyou Pump Service, Inc

Klamath Pump Center, Inc

Estimate

4000 Hwy 39  
Klamath Falls, OR 97603  
CCB# 96655  
541-882-2656

Date	Estimate #
8/27/2020	524

Name / Address
Salmon Run Golf Course

			Project
Description	Qty	Rate	Total
National K10MC Bowl Assembly, US 50 HP Motor	2	17,302.50	34,605.00T
Labor Hours-travel time	12	185.00	2,220.00
		<b>Subtotal</b>	\$36,825.00
		<b>Sales Tax (7.25%)</b>	\$2,508.86
		<b>Total</b>	\$39,333.86



2830 San Antonio Drive  
Fowler, CA 93625

# QUOTATION

Quote Prepared by: Joe Mooney

[joem@natlpump.com](mailto:joem@natlpump.com)

[www.nationalpumpcompany.com](http://www.nationalpumpcompany.com)

1-559-834-5437

## QUOTED TO:

KLAMATH PUMP CENTER, INC

ATTN:

4000 HIGHWAY 39

KLAMATH FALLS, OR 97603-9612

PH:

BOB@KPUMP.GMAIL.COM

## SHIP TO:

KLAMATH PUMP CENTER, INC

4000 HIGHWAY 39

KLAMATH FALLS, OR 97603-9612

PH:

## QUOTE INFO:

DATE: AUGUST 20, 2020

QUOTE#: Q-98668-B1

CUSTOMER#: 2867

PROJECT: KLAMATH PUMP - BOB - SCTP P-L 12 FT TPL  
K10MC-8 STG N6260 50 HP

## QUOTATION LINE ITEM SUMMARY

LINE	QTY	CONFIG#	CONFIG NAME / PART #	DESCRIPTION	NET PRICE	EXT. PRICE
1	1	C-145500	DSVT: Q-98668-1	<p>K10MC-06;06-TPL;06-N-260;MOTOR            KLAMATH PUMP - BOB - SCTP PRODUCT LUBE 12 FT            TPL FROM BOTTOM OF HEAD            TO BOTTOM OF STRAINER            K10MC-8 STG - N6260 - 50 HP            **6"N260 CAST IRON HEAD ASSEMBLY            W/ 1-1/4" HEAD SHAFT &amp; STUFFING BOX            **COLUMN &amp; SHAFT ASSEMBLY            6"-280 THREADED COLUMN STEEL            1-1/4"-10 LINE SHAFT 416S/S            1-1/4"-10 SHAFT COUPLING 304S/S            DUCTILE IRON RETAINER &amp; RUBBER INSERT            **K10MC / 6 STAGE BOWL ASSEMBLY            CAST IRON / BRONZE FITTED            S/S COLLETS AND BOLTS            586 GPM @ 274' TDH 1780 RPM            FIT: 6" BUTT X 1-1/4"-10 X SUCTION BELL            PROJ: 16" - PRODUCT LUBE            TRIM: 7.620"            W/ 304S/S BOLT-ON BASKET STRAINER</p>		

## AVAILABILITY:

2 - 3 WEEKS

## FREIGHT TERMS:

FOB ORIGIN; FREIGHT COLLECT

## SPECIAL NOTES:

## PAYMENT TERMS:

PREPAY ONLY

\$ 17,302.50

National Pump Company (NPC) is pleased to quote these pump products for your application. All quotations are subject to NPC standard terms and conditions and acceptance from the main office in Glendale, AZ. A copy of our standard terms and conditions is attached. This quotation is valid for 30 days from the above date. This quote is in U.S. dollars. The purchase order must be issued in U.S. dollars. All quotations are subject to NPC standard progress payment terms.

USE OF VFD'S WITH CAST DISCHARGE HEADS - When using a cast discharge head, National Pump Company can only guarantee vibration free operation at full load speed. A cast discharge head may be acceptable for operating at reduced speeds if precautions are made by locking-out the operating speed(s) on the VFD IF vibration is experienced from the natural resonant frequency of the motor and discharge head structure. If a lock-out range is not acceptable or analysis is required, a fabricated discharge head must be provided.



2830 San Antonio Drive  
Fowler, CA 93625

## QUOTATION

Quote Prepared by: **Joe Mooney**

[joem@natlpump.com](mailto:joem@natlpump.com)

[www.nationalpumpcompany.com](http://www.nationalpumpcompany.com)

1-559-834-5437

PRODUCT: DSVT

CONFIGURATION NAME: Q-98668-1

CONFIGURATION SN: C-145500-B1

Flow Rate: 586 US GPM

Total Dynamic Head: 274 FT.

Fluid: WATER

Fluid Temp: 68 °F

Pump Selection Catalog: VERT.TURB.ENCLOSED

Pump Speed: 1800 RPM

Motor Selection Criteria: MAX POWER ON DESIGN CURVE

Selected Driver HP\*: HP

\*Selected Driver HP is based on the Driver HP selected in the configuration and may be different than the Motor HP listed on the Pump Data Sheet. Motor Enclosure is also based on the selection made in the configuration and may be different than the Motor Enclosure listed on the Pump Data Sheet.

### DESCRIPTION: C-145500 - DSVT: Q-98668-1

KLAMATH PUMP - BOB - SCTP PRODUCT LUBE 12 FT TPL FROM BOTTOM OF HEAD  
TO BOTTOM OF STRAINER

K10MC-8 STG - N6260 - 50 HP

\*\*6"N260 CAST IRON HEAD ASSEMBLY

W/ 1-1/4" HEAD SHAFT & STUFFING BOX

\*\*COLUMN & SHAFT ASSEMBLY

6"-.280 THREADED COLUMN STEEL

1-1/4"-10 LINE SHAFT 416s/s

1-1/4"-10 SHAFT COUPLING 304s/s

DUCTILE IRON RETAINER & RUBBER INSERT

\*\*K10MC / 6 STAGE BOWL ASSEMBLY

CAST IRON / BRONZE FITTED

S/S COLLETS AND BOLTS

586 GPM @ 274' TDH 1780 RPM

FIT: 6" BUTT X 1-1/4"-10 X SUCTION BELL

PROJ: 16" - PRODUCT LUBE

TRIM: 7.620"

W/ 304s/s BOLT-ON BASKET STRAINER

QTY	ITEM	DESCRIPTION	PRICE
1	K10MC-BA~	BWL.ASSY: K10MC~ DESIGN HP: 47.7 / NOL HP: 49.9 K10MC-06; PL.CA/SB CIEN BOWLS; 6 X 1.25-10 TPI; SS FIT IMPELLER TRIM IMPELLER TRIM SHAFT PROJECTION: 16 IN. BRG MAT: SUC: BZ; INT: BZ; TOP: BZ 10" BOLT-ON BASKET STRAINER; 304SS	
1	CAPLTHD06000125E~	THD COL ASM; PL 6 X 1.25 - 416~ 144 IN. TOTAL PUMP LENGTH MAX COL LEN: 5' TOP & BTM W / 5' INT 0.280 COLUMN WALL; 10 TPI SHAFT THREADS 6 X 2.00 DI BEARING RETAINER	

Quote #: Q-98668-B1



2830 San Antonio Drive  
Fowler, CA 93625

## QUOTATION

Quote Prepared by: **Joe Mooney**

[joem@natlpump.com](mailto:joem@natlpump.com)

[www.nationalpumpcompany.com](http://www.nationalpumpcompany.com)

1-559-834-5437

1	HDASSY-N-260-06-CI~	DIS HEAD ASSY: N-260; 06; CI~
1	HSASM12510450LH~	HEAD SHAFT ASM: 1.25 - 1045 CS - LH~
1	PDV-USM050H1462-4V30	US,50HP,VHS,WPI,1800,230PWS/460,VFD
1	ASSEMBLY INSTRUCTIONS~	ASSEMBLE AS A SCVT PUMP
1	COATINGS~	COATINGS OPTION
		STD PAINT - BOWL OD
		RAW FINISH - COLUMN ID & OD
		STD PAINT - HEAD OD

**TOTAL PRICE EA.:**

Company:  
Name:  
Date: 8/20/2020

Q-98668-1  
KLAMATH PUMP - BOB - SCTP P-L 12 FT TPL K10MC-8 STG - N6260  
- 50 HP



**Pump:**

Size: K10MC (6 stage)  
Type: VERT.TURB.ENCLOSED  
Synch Speed: 1800 rpm  
Curve: CVK10MC4P6CY  
Specific Speeds:  
Dimensions:  
Vertical Turbine:  
Speed: 1780 rpm  
Dia: 7.62 in  
Impeller: K10MC (1/8 )  
Ns: 2401  
Nss: 6700  
Suction: ---  
Discharge: ---  
Bowl Size: 9.75 in  
Max Lateral: 1 in  
Thrust K Factor: 6.6 lbf/ft

**Search Criteria:**

Flow: 586 US gpm Head: 274 ft

**Fluid:**

Water  
Density: 62.32 lb/ft<sup>3</sup>  
Viscosity: 0.9946 cP  
NPSHa: ---  
Temperature: 68 °F  
Vapor Pressure: 0.3391 psi a  
Atm Pressure: 14.7 psi a

**Motor:**

Standard: NEMA  
Enclosure: WP-I  
Size: 50 hp  
Speed: 1800 rpm  
Frame: 326  
Sizing Criteria: Max Power on Design Curve

**Pump Limits:**

Temperature: 180 °F  
Pressure: 370 psi g  
Sphere Size: 0.63 in  
Power: 284 hp  
Eye Area: 12.8 in<sup>2</sup>

**Duty Point:**

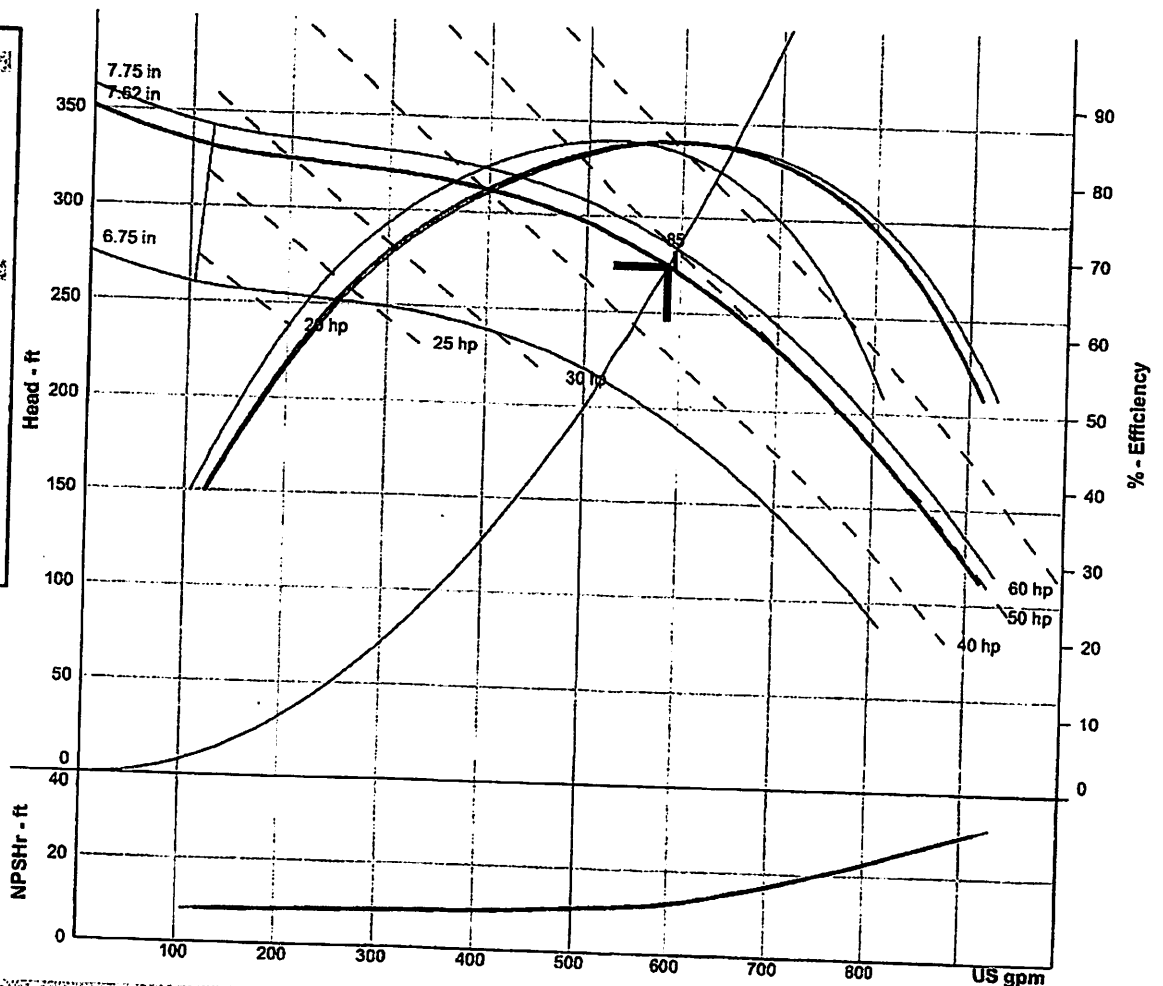
Flow: 586 US gpm  
Head: 274 ft  
Eff: 85%  
Power: 47.7 hp  
NPSHr: 11.8 ft

**Design Curve:**

Shutoff Head: 351 ft  
Shutoff dP: 152 psi  
Min Flow: 119 US gpm  
BEP: 85% @ 593 US gpm  
NOL Power:  
49.9 hp @ 786 US gpm

**Max Curve:**

Max Power:  
52.4 hp @ 799 US gpm

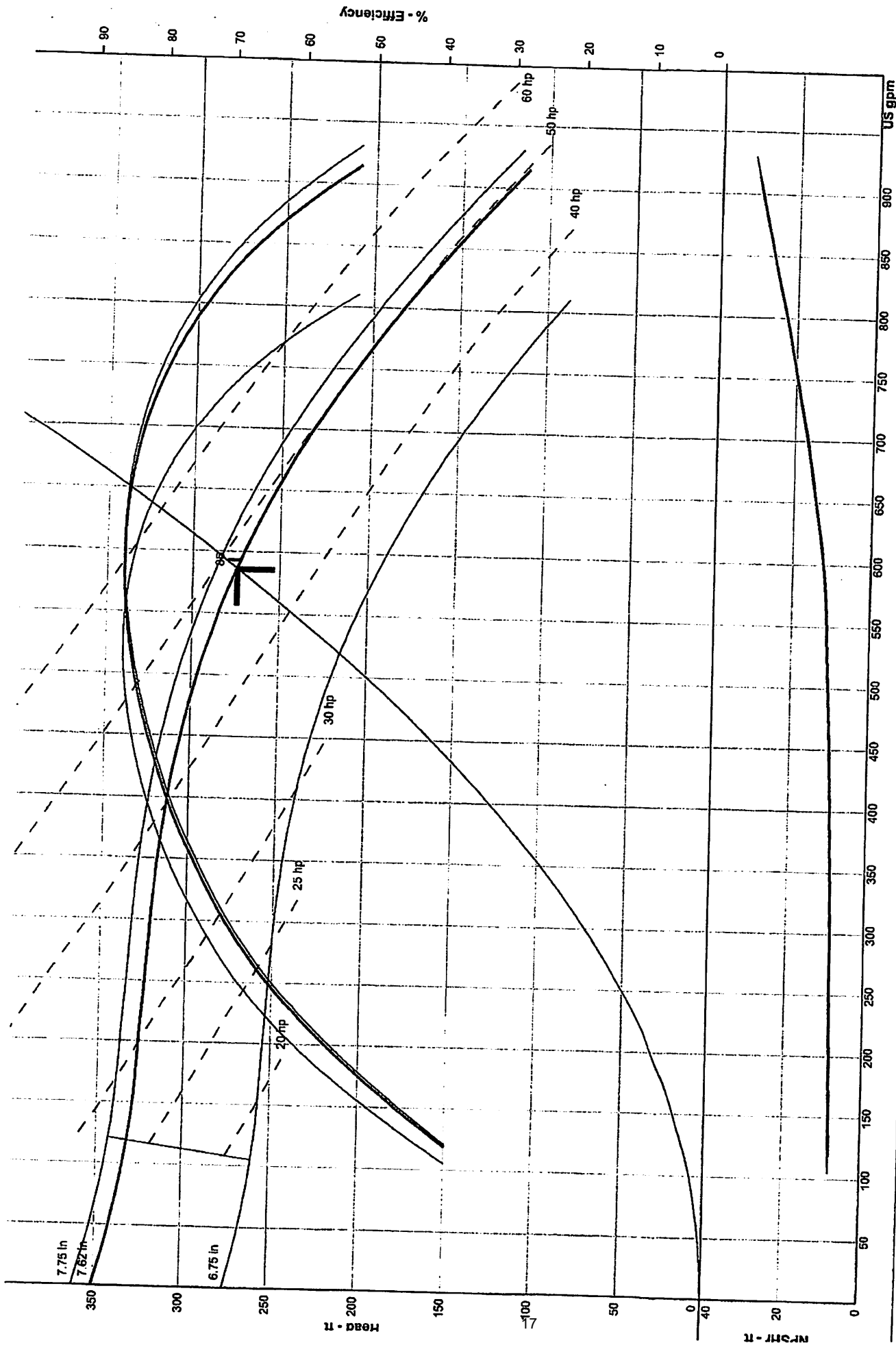


**Performance Evaluation:**

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
703	1780	230	82	49.7	17.1
586	1780	274	85	47.7	11.8
469	1780	302	82	43.5	10.1
352	1780	317	74	37.8	9.05
234	1780	324	60	31.6	8.56

Quote #: Q-98668-B1





Company: National Pump Company  
 Date: 1/20/2020

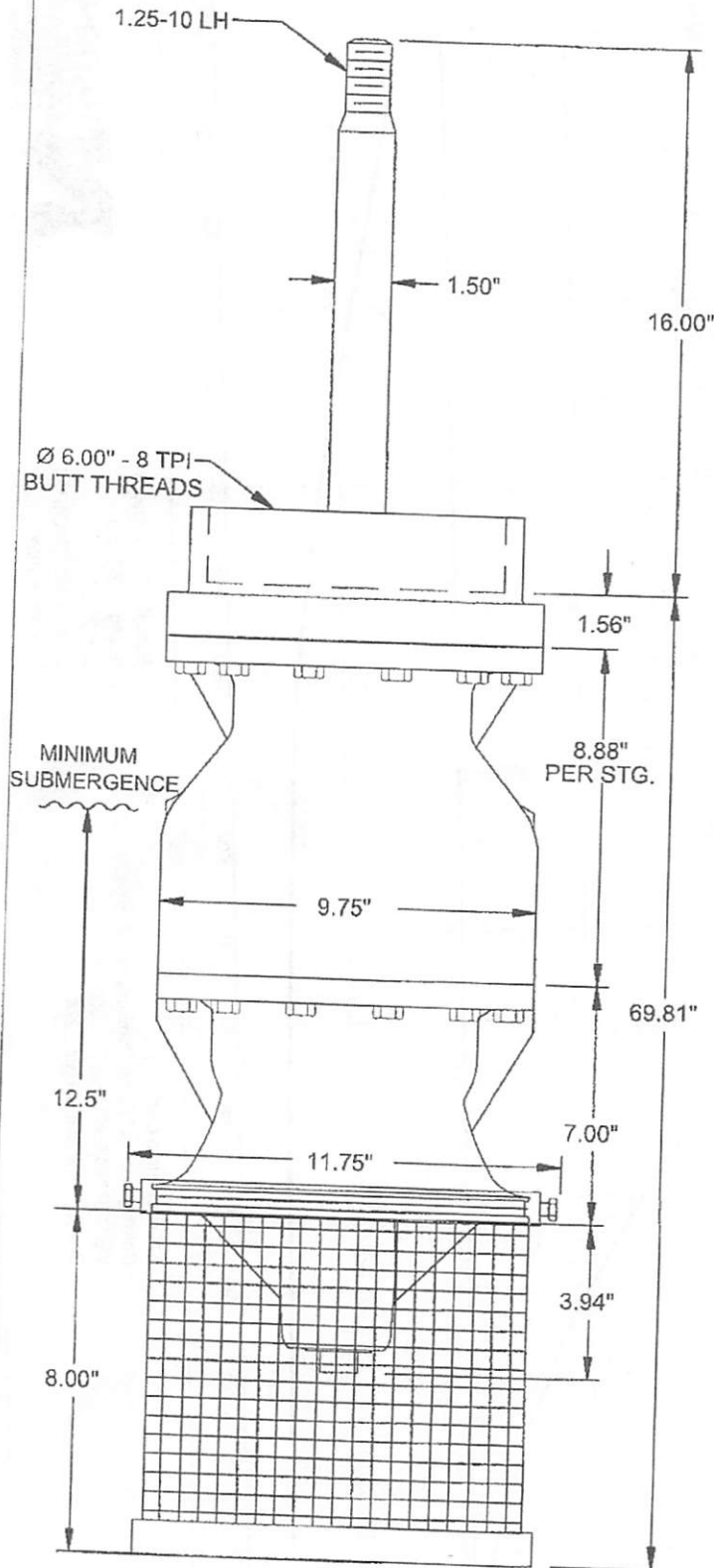
Quote #: Q-98668-B1

Size: K10MC (6 stage)  
 Speed: 1780 rpm  
 Dia: 7.62 in  
 Curve: CVK10MC4P6CY  
 Impeller: K10MC (1/8 )

National Pump Company  
 Catalog: National Pump Company.60, Vers 6c200401  
 VERT.TURB.ENCLOSED - 1800 rpm  
 Design Point: 586 US gpm, 274 ft

**PC NATIONAL PUMP COMPANY**  
 A GORDIAN PUMP COMPANY  
 Page 5 of 15

# VERTICAL TURBINE PUMP



BOWL  
 6 STAGE K10MC BOWL ASSEMBLY  
 586 US GPM FLOW 274 FT. HEAD  
 STRAINER X YES NO TYPE BASKET

## MATERIALS

BOWL CI EN  
 IMPELLER 876 BZ (STD); STATIC BAL.  
 COLUMN ADAPTER CAST IRON  
 SUCTION BELL/CASE CAST IRON  
 BOWL SHAFT 416 SS  
 COLLETS SS (316)  
 SAND COLLAR C876 BRONZE  
 SUCTION BEARING C89835 (STD BZ)  
 INTERMEDIATE BEARING C89835 (STD BZ)  
 TOP BEARING C89835 (STD BZ)  
 BOLTING SS  
 STRAINER 304SS  
 BOWL O-RING NONE  
 WEAR RING (B) N/A  
 WEAR RING (I) N/A  
 BOWL ID SURFACE FINISH VITREOUS ENAMEL  
 BOWL OD SURFACE FINISH STD PAINT - OD

PROJECT NAME:

Q-98668-1

FURNISHED BY:

BOWL WEIGHT: 525 LBS

DRAWING NOT TO SCALE.

ALL DIMENSIONS IN INCHES.

SINGLE STAGE ASSEMBLY SHOWN.

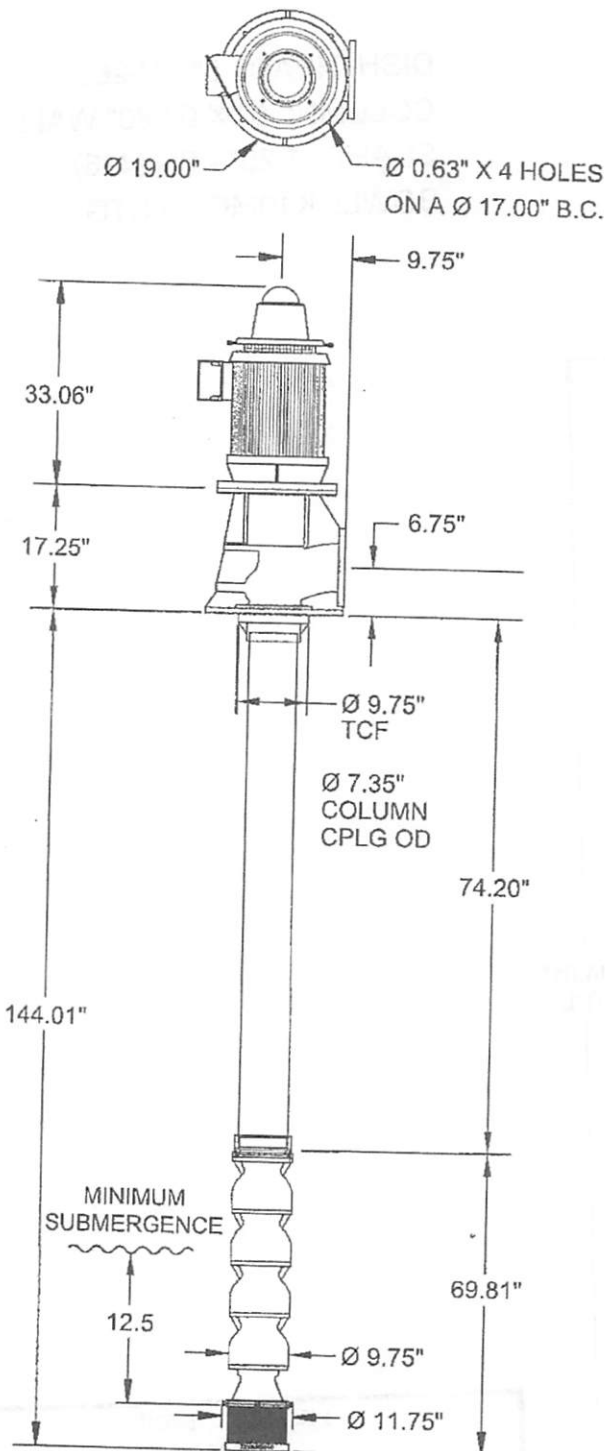
NOT FOR CONSTRUCTION UNLESS CERTIFIED.

C-145500  
 BUILD - 1

MFG. BY NATIONAL PUMP COMPANY

Quote #: Q-98668-B1

# VERTICAL TURBINE PUMP



## MOTOR

MFGR US HP 50 ENCLOSURE WP1 RPM 1800  
 TYPE VHS PHASE 3 HERTZ 60 VOLTS 230/460  
 S.F. 1.15 EFF. INV BD 16.50 BX 1.25  
 KWH 0.25 CPLG NRR THRUST 5700 FRAME 326TP  
 MODEL NO. H050V2BLG CD 28.22

## DISCHARGE HEAD

MODEL N-260 W/10.0", 12.0", & 16.5" BD  
6" - ANSI CLASS 125-FF DISCHARGE FLANGE  
X PACKING BOX STD BRZ PACKING GLAND  
N/A MECHANICAL SEAL N/A  
N/A TENSION ASSEMBLY NO SOLE PLATE

## COLUMN

6" X 0.280" WALL X THD N/A FLG'D  
 LINESHAFT X OPEN (N/A) ENCLOSED  
 SHAFT DIA 1.25" TPI 10 TPI TUBE DIA N/A

## BOWL

6 STAGE K10MC BOWL ASSEMBLY  
586 US GPM FLOW 274 FT. HEAD  
 STRAINER X YES NO TYPE BASKET

## MATERIALS

BOWLS CIEN COLUMN A53, GR B  
 IMPELLERS 876 BZ (STD) COLUMN CPLG DI  
 BWL SFT 416 SS SHAFT TUBE N/A  
 COLLETS 316 SS BRG RET DI  
 BOWL BRG BOWL DWG LINE SFT BRGS RUBBER  
 BOLTING SS LINE SHAFT SS (416)  
 TENSION BRG N/A SHAFT SLEEVES N/A  
 MECH SEAL N/A SHAFT CPLG SS (304)  
 SOLE PLATE N/A PACKING GRAPHITE  
 BOWL WR N/A STRAINER 304SS  
 IMP WR N/A HEAD CI  
 HEAD SHAFT 1045 CS HEAD SHAFT CPG CS (1215)  
 BOWL SURFACE FINISH STD PAINT; OD  
 COLUMN SURFACE FINISH NO COATING  
 HEAD SURFACE FINISH STD PAINT; OD

## PROJECT NAME

Q-98668-1

## WEIGHT & THRUST ESTIMATES

BOWL 525 LBS COLUMN 127 LBS HEAD 245 LBS  
 SHAFT 27 LBS TUBE 0 LBS DRIVER 600 LBS  
 HYD THRUST 1808 LBS DRIVER MAX THRUST 5700 LBS

SPECIAL NOTE: ASSEMBLE AS A SCVT PUMP

ALL DIMENSIONS IN INCHES UNLESS OTHERWISE SHOWN.  
 FOUR STAGE ASSEMBLY SHOWN.  
 NOT FOR CONSTRUCTION UNLESS CERTIFIED.

C-145500  
 BUILD - 1

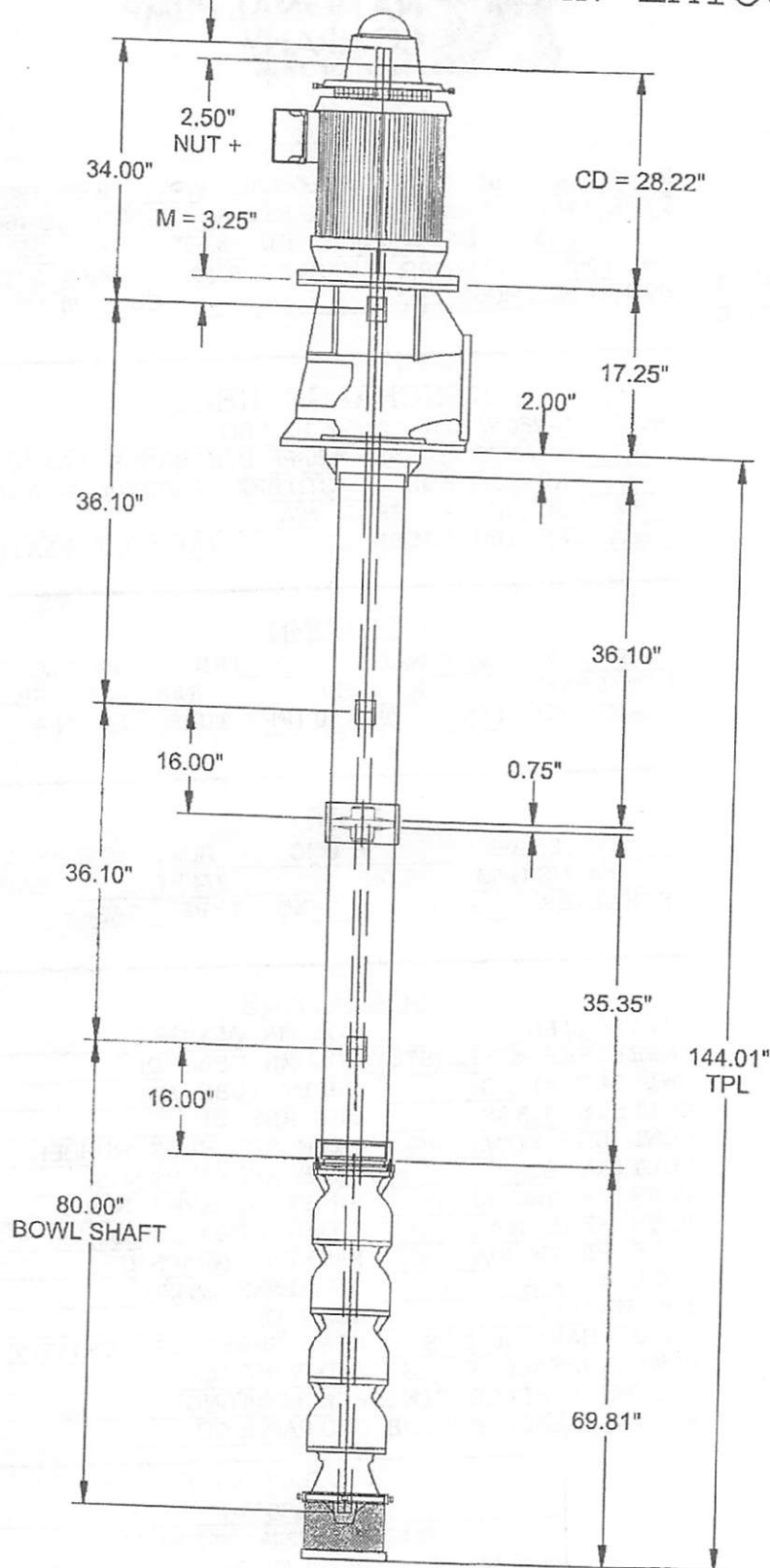
MFG. BY NATIONAL PUMP COMPANY

Quote #: Q-98668-B1

# VT. SHAFT AND COLUMN LAYOUT



DISH. HEAD: 6" - N-260  
 COLUMN: 6" X 0.280" WALL  
 SHAFT: 1.25" - SS (416)  
 BOWL: K10MC - 6 STG.



PROJECT NAME  
 Q-98668-1

SPECIAL NOTE: ASSEMBLE AS A SCVT PUMP

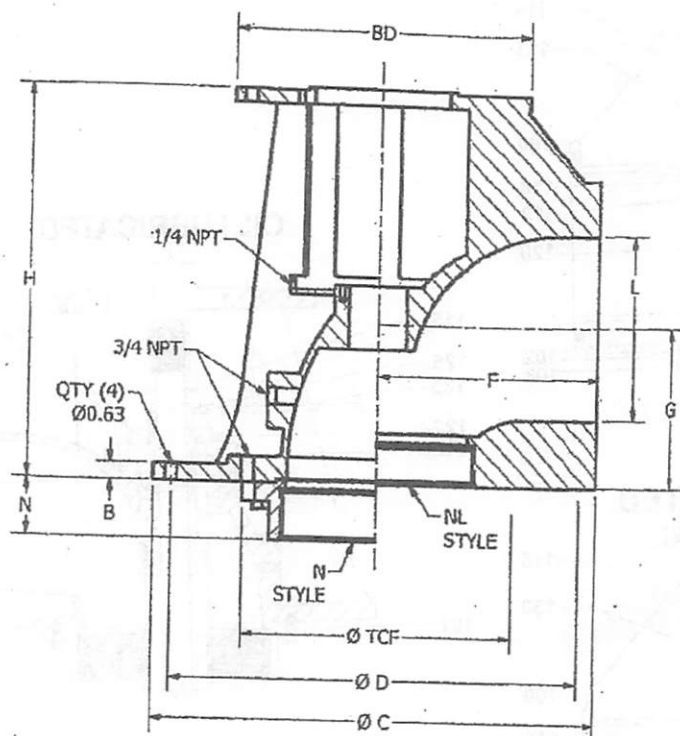
DRAWING NOT TO SCALE.  
 ALL DIMENSIONS IN INCHES UNLESS OTHERWISE SHOWN.  
 FOUR STAGE ASSEMBLY SHOWN.  
 NOT FOR CONSTRUCTION UNLESS CERTIFIED.

C-145500  
 BUILD - 1

MFG. BY NATIONAL PUMP COMPANY

Quote #: Q-98668-B1

# DIMENSIONS "N-260" DISCHARGE HEAD



THREADED COLUMN

THREADED COLUMN

MODEL	DRIVER BD	COL. SIZE	MAX. SHAFT SIZE	DIMENSIONS IN INCHES								WEIGHT LBS	
				B	C	D	F	G	H	L	N		TCF
N4	10 & 12	3, 4	1.69	0.75	16.00	14.25	8.50	5.38	15.75	4.00	2.00	7.50	195
N6	10, 12 & 16.5	5, 6		0.75	19.00	17.00	9.75	6.75	17.25	6.00	2.50	9.75	245
N8	10, 12 & 16.5	6, 8		0.75	25.00	23.00	12.50	6.75	19.25	8.00	3.75	11.25	275
NL8	10, 12 & 16.5	8		0.75	25.00	23.00	12.50	6.75	19.25	8.00	-	-	275
N10	10, 12 & 16.5	8, 10		0.88	25.00	23.00	12.69	8.63	21.25	10.00	3.06	15.13	350
NL10	10, 12 & 16.5	10		0.88	25.00	23.00	12.69	8.63	19.25	10.00	-	-	350

MAXIMUM SETTING DEPTH AND MINIMUM WELL CASING

MODEL	COLUMN	MAX. SETTING FEET <sup>(1)</sup>		MIN. WELL CASING <sup>(2)</sup>
		OIL LUBE	PRODUCT LUBE	
N4	3	280	330	8.00
	4	230	250	8.00
N6	5	330	375	10.00
	6	240	280	10.00
N8	6	370	410	12.00
	8	270	320	12.00
NL8	8	270	320	10.00
	8	260	300	16.00
N10	10	210	250	16.00
	10	210	210	12.00

NOTE:

- (1) SETTING DEPTH BASED ON NATIONAL PUMP COMPANY STANDARD PIPE WALL THICKNESS PIPE. CONTACT FACTORY WHEN USING HEAVIER PIPE.  
(2) MIN. CASING SIZE WHEN CASING IS FLUSH WITH FOUNDATION.

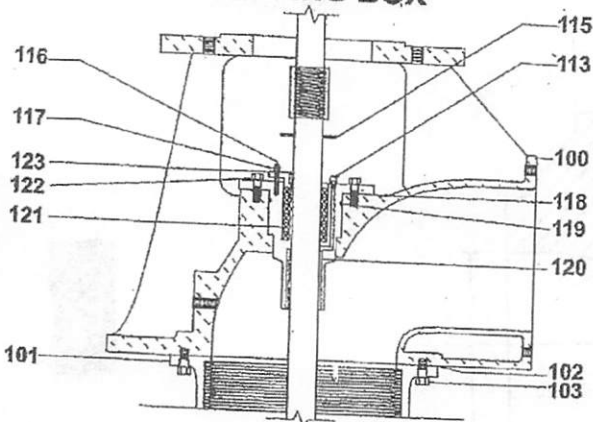
MAXIMUM POWER RATING

MODEL	3600 RPM	1800 RPM	1200 RPM
N4	60	40	20
N6	125	60	40
N8	200	100	60
NL8	200	100	60
N10	250	200	125
NL10	250	200	125

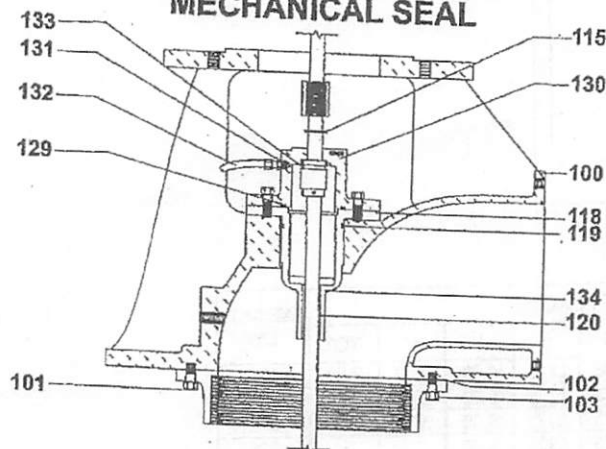
CONTACT FACTORY FOR HIGHER RATINGS

# "N-260" DISCHARGE HEAD

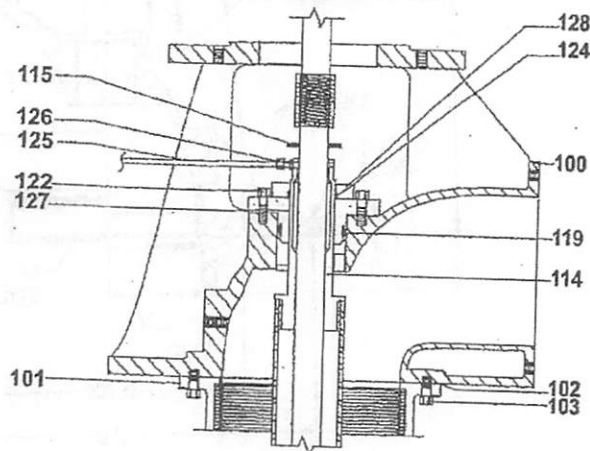
## PRODUCT LUBRICATED STUFFING BOX



## PRODUCT LUBRICATED MECHANICAL SEAL



## OIL LUBRICATED



ITEM	PART DESCRIPTION	MATERIAL
100	DISCHARGE HEAD	CLASS 30 GREY IRON
101	TOP COLUMN FLANGE	CLASS 30 GREY IRON
102	TOP COLUMN FLANGE GASKET	VELLUMOID
103	TOP COLUMN CAP SCREW	GRADE 5 STEEL
113	GREASE ZERK	SAE J534 STEEL
114	TENSION BEARING	C-844 BRONZE
115	SLINGER	RUBBER
116	PACKING GLAND STUD	18.8 S.S.
117	GLAND STUD NUT	18.8 S.S.
118	STUFFING BOX	CLASS 30 GREY IRON
119	STUFFING BOX "O" RING	BUNA - N
120	STUFFING BOX BEARING	C-844 BRONZE
121	STUFFING BOX PACKING	TEFLON

ITEM	PART DESCRIPTION	MATERIAL
122	STUFFING BOX CAP SCREW	GRADE 5 STEEL
123	PACKING GLAND	C-844 BRONZE
124	LOCK NUT "O" RING	BUNA - N
125	COPPER TUBING	COPPER
126	FERRULE FITTING	ASA J512 BRASS
127	TENSION NUT	DUCTILE IRON
128	LOCK NUT	CLASS 30 GREY IRON
129	SEAL GLAND CAP "O" RING	RUBBER
130	MECHANICAL SEAL GLAND CAP	CAST IRON
131	TUBING CONNECTOR	BRASS
132	COPPER TUBING	COPPER
133	JOHN CRANE MECHANICAL SEAL	SPECIFY MATERIAL
134	MECHANICAL SEAL RETAINER	CAST IRON



## **"N-260" DISCHARGE HEADS**

### **CAST IRON DISCHARGE HEAD 175 PSI MAXIMUM DISCHARGE PRESSURE**

"N-260" discharge head assemblies include the following:

#### **PRODUCT-LUBRICATED**

Cast iron head, 416 S.S. top shaft, C-1045 steel headshaft through motor, acrylic graphite packing, bronze gland and bearing, headshaft nut, lock screws, gib key, threaded shaft coupling below motor, cast iron top column flange, bolts, nuts, and gaskets as required. Pre-lubrication system not included.

- A. Manual water pre-lube system consists of 30 gal. min. tank, manual shut-off valve, and necessary fittings.
- B. Automatic water pre-lube system consists of 30 gal. min. tank, solenoid valve (specify voltage), and necessary fittings.
- C. Specify which is required when ordering (manual or automatic).
- D. IMPORTANT: 5 foot top and bottom column assemblies required on all product lube pumps. When pumping water level is greater than 50' pre-lube system is required.

#### **OIL-LUBRICATED**

Same as product lubricated except the stuffing box is replaced with a tube tension assembly and a manual oiler with oil pot. Head/topshaft is one piece or two piece steel with steel coupling; specify which is required when ordering.

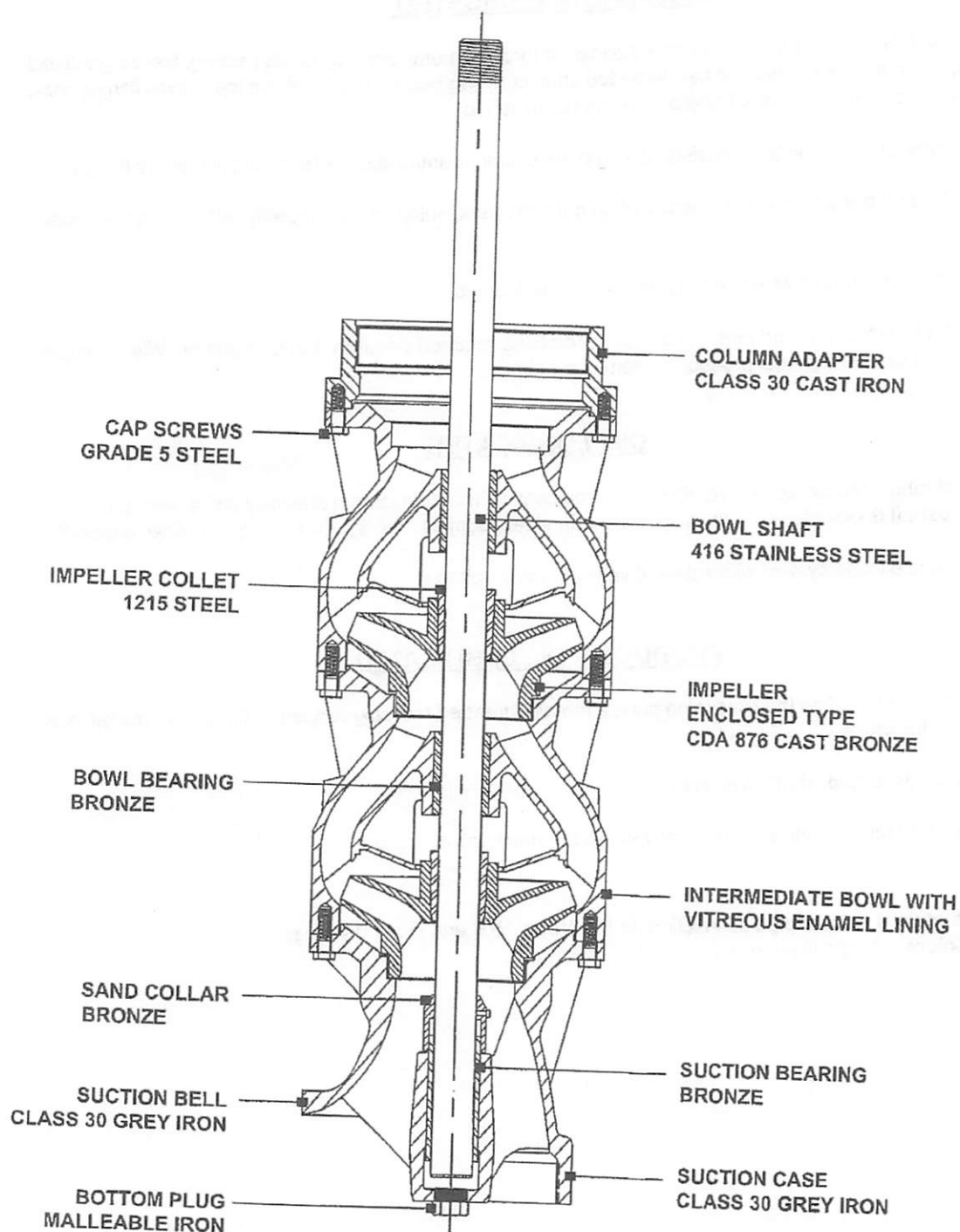
- A. For automatic oil lube system with solenoid valve (specify voltage).

#### **PRODUCT & OIL LUBRICATED**

- A. For size other than "L" on the dimension print, a female threaded reducing companion flange with gasket, nuts, and bolts is furnished.
- B. Combination drive headshafts available.
- C. Contact factory for use with solid shaft drivers and/or mechanical seals!

**NOTE:** For threaded column pipe connection on the Model NL8 and NL10 Discharge Head, Top Column Flange is not required.

**BOWL ASSEMBLY**  
**PRODUCT LUBRICATED**  
OPEN LINESHAFT, FLANGED CONSTRUCTION

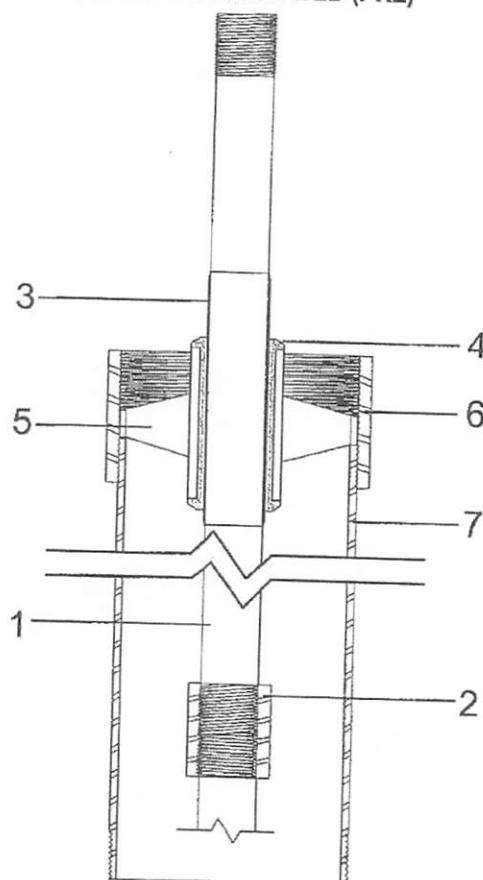




## COLUMN ASSEMBLY PRODUCT LUBRICATED TYPE FOR LINESHAFT TURBINE PUMPS

COLUMN SIZE SCH. WALL THICKNESS	SHAFT SIZE	WEIGHT IN LBS.		MAX. AWWA RECMD. GPM	O.D. PIPE CPLG.
		5 FT.	10 FT.		
4"  SCH. 40 0.237"	1"	71	139	150	5.20"
	1-3/16"	77	150	100	
	1-1/4"	79	154	100	
5"  SCH. 40 0.258"	1"	95	182	325	6.30"
	1-3/16"	101	193	250	
	1-1/4"	103	197	250	
	1-1/2"	113	216	225	
6"  SCH. 40 0.280"	1"	118	227	600	7.39"
	1-3/16"	124	238	500	
	1-1/4"	126	242	500	
	1-1/2"	136	261	400	
	1-11/16"	144	277	400	
8"  SCH. 30 0.277"	1"	172	329	1350	9.63"
	1-3/16"	178	340	1300	
	1-1/4"	180	344	1300	
	1-1/2"	190	363	1150	
	1-11/16"	198	379	1150	
	1-15/16"	212	405	950	
10"  0.279"	1"	245	461	2800	11.75"
	1-3/16"	251	472	2600	
	1-1/4"	253	474	2600	
	1-1/2"	263	495	2450	
	1-11/16"	271	511	2450	
	1-15/16"	285	538	2000	
12"  SCH. 30 0.330"	1"	304	565	4700	14.00"
	1-3/16"	310	577	4300	
	1-1/4"	312	581	4300	
	1-1/2"	322	602	4000	
	1-11/16"	330	616	4000	
	1-15/16"	344	642	3600	
	2-3/16"	359	671	3400	

THREADED COLUMN ASSEMBLY  
PRODUCT LUBRICATED (PRL)



### TYPICAL COLUMN ASSEMBLY CONSISTS OF:

1. C-1045 STEEL LINESHAFT
2. 1215 STEEL SHAFT COUPLING
3. 304 SS SLEEVE (OPTIONAL ON SS SHAFT)
4. NEOPRENE LINESHAFT BEARING
5. CDA-836 BRONZE BEARING RETAINER
6. DUCTILE IRON PIPE COUPLINGS
7. A53 GRADE B STEEL PIPE

CONSULT THE FACTORY FOR  
MATERIAL AVAILABILITY AND  
PRICES OTHER THAN STANDARD.

Siskiyou Pump Service Inc  
545 N Fir St.  
Medford, OR 97501  
(541) 664-4660  
contact@siskiyoupump.com  
www.siskiyoupump.com



## Estimate

### ADDRESS

Salmon Run Golf Course  
99040 South Bank Chetco  
River Road  
Brookings, OR 97415

ESTIMATE # 131

DATE 09/08/2020

### PHONE #

541-469-1138

### SALES REP

Jeff

### JOB ADDRESS

99040 South Bank Chetco River R

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
MISC PUMP	11CLC- 5 STG-WL-6" X BELL 550GPM@277'TH@7.63" IMP.DIA.	2	10,082.00	20,164.00
Motor- not rebuild	US 50HP 1780RPM 230/460V WP1 INV-DUTY NRR 16.5BD 326TP	2	6,800.00	13,600.00
MISCPLUMB	GOULDS DI HEAD 6X16-1/2" WL	2	2,350.00	4,700.00
MISCPLUMB	STRAINER BASKET BOLT-ON	2	634.00	1,268.00
MISCPLUMB	COLUMN ASSY 6"X1-3/16" COL/SHFT/SPIDR ASSY	2	2,800.00	5,600.00
MISCPLUMB	MISCELLANEOUS PLUMBING FITTINGS	1	1,250.00	1,250.00
MISCELECTRICAL	MISCELLANEOUS ELECTRICAL MATERIALS	1	950.00	950.00
MIS HARDWARE	MISCELLANEOUS TOOL	1	1,000.00	1,000.00
MIS HARDWARE	MISCELLANEOUS HARDWARE NEW SOLE PLATE	1	1,200.00	1,200.00
LABOR2P	LABOR FOR TWO TECHNICIANS WITH SERVICE PULL TRUCK	1	2,625.00	2,625.00
FREIGHT-1	FREIGHT/SHIPPING ESTIMATE - WILL BE BILLED AT ACTUAL RATE	1	400.00	400.00

This quote is base on a 20' voutlt depth

TOTAL

**\$52,757.00**

Accepted By

Accepted Date

THANK YOU!

Invoice due upon completion, statements are not sent. 1.5% charge on all past due accounts.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: October 26, 2020

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

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Subject:

Lease Agreement with South Coast Lumber Co. for property to extend the driving range at Salmon Run Golf Course

Recommended Motion:

Authorize the City Manager to sign a lease agreement with South Coast Lumber Co. for additional property for the Driving Range.

Financial Impact:

\$1 per year

Background/Discussion:

The expansion of the driving range at Salmon Run Golf Course requires the City to acquire additional property near the current driving range. South Coast Lumber Co. donated the original property that the golf course was built on, and continuing with a great community partnership, has agreed to lease the additional land needed to complete the driving range at the cost of \$1 per year.

The driving range expansion and improvements have been discussed at prior budget committee meetings. In addition to the generous contribution from South Coast Lumber, there are several other vendors who are donating time, materials, and equipment use to this project. This expansion will be a major improvement to the Golf Course.

Attachment(s):

a. Driving Range Lease Agreement

## DRIVING RANGE LEASE AGREEMENT

This Driving Range Lease Agreement (the “**Agreement**”) is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “**Effective Date**”), by and between CHETCO RESOURCES, LLC, an Oregon limited liability company (“**Lessor**”), as landlord, and THE CITY OF BROOKINGS, an Oregon municipal corporation (“**Lessee**”), as tenant.

### Recitals

A. Lessor owns that certain real property containing approximately .99 acres located in Curry County, Oregon, together with all related improvements, ingress and egress routes, driveways, parking areas, easements and any other hereditaments related thereto or located thereupon (collectively, the “**Property**”), as more generally described and depicted on Exhibit “A” attached hereto.

B. The Lessee desires to use the Property from the Effective Date until the first (1<sup>st</sup>) anniversary thereof (the “**Term**”), to engage in golf ball driving range activities including (without limitation) ingress and egress of Lessee onto the Property (collectively, the “**Allowed Use**”), all in conjunction with the activities of Lessee and any golf course operator entity that Lessee contracts with from time to time (the “**Golf Course Operator**”) with regard to the golf course owned and operated by Lessee on real property located adjacent to the Property (collectively, the “**Golf Course**”).

C. The Lessee has requested of the Lessor that the Lessor lease the Property to Lessee, and the Lessor has agreed to so lease the Property to Lessee, subject to and in accordance with the terms and provisions more particularly set forth below.

### Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are both hereby acknowledged and agreed to by Lessor and Lessee (individually, a “**Party**,” and collectively, the “**Parties**”), the Parties agree as follows:

#### 1. **Lease of Property; Rent; Extension.**

Lessor hereby leases the Property to Lessee during the Term, and Lessee agrees to lease the Property from Lessor and only use the Property for the Allowed Use. Lessee shall pay to Lessor as rental hereunder an annual payment in the amount of \$1.00 (the “**Rent**”). This Agreement shall terminate immediately upon expiration of the Term, but the duties, obligations and liabilities of the Lessee set forth herein shall survive expiration of the Term. Notwithstanding the foregoing, the Parties agree and acknowledge that if neither Party delivers to the other Party a written notice terminating this Agreement within the sixty (60) day period preceding the expiration of the Term (as may be hereby extended), then the Term shall annually be automatically extended for an additional (1) year period commencing upon the day following the then scheduled expiration date of the Term.

## 2. Terms and Conditions

The Parties hereby agree, acknowledge and understand that Lessee's leasehold rights hereunder shall at all times be subject to the following terms and conditions:

(a) The Allowed Use and any other activities of Lessee, Golf Course Operator, or any of their respective employees, sublessees, permittees, guests, members, invitees, customers, or agents (each, a **"Guest,"** and collectively, the **"Guests"**) performed upon the Property pursuant to this Agreement shall occur in a safe, reasonable and prudent manner in compliance with all local, state and federal health and safety rules and regulations, including (without limitation) all rules and regulations pertaining to fire prevention and litter and garbage control. To that effect, the Lessee agrees that it shall provide its own maintenance, landscaping, security and janitorial services and shall maintain and keep the Property in a safe, clean, presentable condition in good and sanitary order, condition and repair during the Term at its sole and absolute cost and expense, and, at the expiration of the Term, shall deliver the Property to the Lessor in no worse condition than as existed at the commencement of the Term, all to the end that the Allowed Use upon the Property shall be performed at no cost or expense to the Lessor and with no unreasonable damage or destruction to the Property.

(b) The Lessor reserves for itself and its employees and for applicable fire and emergency services and their vehicles and personnel with jurisdiction over the Property (the **"Services"**) the right at all times for any purpose, to enter the Property in a manner and at any location that will not unreasonably interfere with the rights of the Lessee hereunder. The Lessee agrees that it shall in no way interfere with the reasonable access to the Property of the Lessor or the Services. Lessee will ensure at all times during the Term that all routes of ingress and egress through the Property are unencumbered and accessible to all Services in case of emergency or other situations requiring the need of the Services, and Lessee further agrees to suspend the driving of golf balls and all other activities upon the Property at any time that the Services, Lessor or Lessor's employees reasonably request that Lessee so suspend such activities.

(c) Lessee understands and acknowledges the inherent dangers that may be caused by the actions or inactions of the Guests upon the Property and the conditions under which the Allowed Use is conducted. Lessee is aware that there may be other persons upon the Property during the Term and further agrees and warrants that, if at any time Lessee or any Guest believes the conditions upon the Property to be unsafe, Lessee will immediately discontinue further participation of Lessee and all Guests in the Allowed Use. Additionally, Lessee further agrees that Lessee and all Guests shall: (i) take all reasonable precaution to prevent unauthorized persons from using the Property; and (ii) immediately report to Lessor any dangerous or defective condition with respect to any portion of the Property.

(d) Lessee has inspected the Property and is familiar with conditions thereupon and accepts them for use in their present condition. In entering this Agreement, Lessee is not relying on any other representations as to the present or future condition of the Property, or the condition of any improvements whatsoever located thereupon. Lessee agrees that in consideration of this Agreement, and the inspection of the Property made by Lessee prior to the execution hereof, Lessee waives any and all claims to any damage or damages by reason of death or injury to any party, caused by reason of any acts or conditions whatsoever. The

Parties further agree that Lessee is aware that Lessor engages in felling, cutting, hauling away of trees, and other forest products situated and growing upon the property of Lessor located in the vicinity of the Property, and rock and mineral mining and hauling thereupon. It shall be the duty of Lessee and all Guests to take care and to be aware of those areas on which forest practices, mining or hauling activities or similar operations are taking place.

(e) Lessee fully understands that: (i) the Allowed Use involves risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH**; (ii) there may be other risks and social and economic losses either not known to Lessee or the other Guests or not readily foreseeable at this time; and **LESSEE FULLY ACCEPTS ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES** incurred as a result of the Allowed Use.

(f) During any time period in which any local, state or federal governmental authority declares a fire season with respect to the Property or adjoining lands owned by Lessor, and in no event between May 1<sup>st</sup> and November 1<sup>st</sup> of any applicable calendar year, there shall be no fires of any type, whether contained in a barrel or otherwise, lit by Lessee or any Guests upon the Property. Additionally, Lessee and all Guests shall refrain from performance of the Allowed Use while under the influence of any mentally or physically debilitating legal and illegal drugs (excluding alcohol). Lessee shall require all of its Guests to comply with this Section.

(h) Lessee, at its sole cost and expense, may construct minor improvements to the Property in the form of fencing, nets, lighting, signage and other equipment reasonably related to the Allowed Use, so long as Lessee promptly and fully pays all costs and fees incurred in connection with the construction of such approved minor improvements. Lessee hereby indemnifies, saves, defends, protects and holds Lessor and the Property harmless from and against all claims, liens, liabilities and suits arising as a result of such construction. Any improvements constructed upon the Property by Lessee shall be deemed the property of Lessor at the expiration of the Term (as may be extended hereunder). Notwithstanding the foregoing, if Lessor provides written notice to Lessee at the expiration of the Term that it desires Lessee to remove from the Property all improvements it has placed thereupon during the Term, Lessee shall do so at no cost or expense to Lessor and shall leave the Property in the same condition that Lessee first found the Property upon the commencement of the Term.

(i) Lessee shall inform Lessor in writing from time to time at least thirty (30) days prior to when Lessee intends to change the Golf Course Operator who will operate the driving range upon the Property, and Lessor shall have the right in its commercially reasonable discretion to object in writing to the proposed new Golf Course Operator, in which event Lessee shall select another Golf Course Operator reasonably acceptable to Lessor.

### **3. Insurance; Subrogation**

(a) Lessee, Golf Course Operator and all other sublessees or other operators of the driving range to be located on the Property (each, a **“Lessee Party,”** and collectively, the **“Lessee Parties”**) shall be required, before using any portion of the Property, to obtain and evidence to the Lessor a policy or policies of commercial general liability insurance covering the Allowed Use upon the Property with coverage of no less than \$2 million of umbrella or excess

liability coverage for any claim for liability, including (without limitation) bodily injury or death, and, during the Term (as may be extended), maintain such insurance, in a form and with companies acceptable to the Lessor in its sole and absolute discretion, insuring against liability growing out of the operations of the Lessee and all Guests (including the Lessee Parties) upon the Property. All such policies shall at all times name Lessor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement," 150 Form No. CA 99 48). If Lessee or any Lessee Party desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy shall include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this Agreement, the Lessee and applicable Lessee Parties shall deliver to Lessor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance shall provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing thirty (30) days prior written notice to Lessor. Lessee shall also require all Lessee Parties and other owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions.

(b) Any policy or policies of insurance which Lessee or any Lessee Party obtains in connection with the Property or Allowed Use, shall include a clause or endorsement denying the insurer any rights of subrogation against the Lessor to the extent rights have been waived by the Lessee prior to the occurrence of injury or loss or are otherwise covered by insurance carried by Lessee or any Lessee Party pursuant to the terms of this Lease. To that end, Lessee waives any rights of recovery against Lessor for injury or loss due to hazards of the type covered by insurance, including fire, required to be carried hereunder or, if greater, hazards of the type covered by insurance actually maintained by the Lessee.

#### **4. Indemnification**

The Lessee shall save, protect, defend, indemnify, and hold the Property and Lessor and its officers, directors, employees and shareholders collectively harmless from and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever (including, without limitation), reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Property by the Lessee or any other Guests (including all Lessee Parties) in the course of performing the Allowed Use provided for in this Agreement or any other related use. This indemnity shall survive the expiration or earlier termination of this Agreement.

#### **5. Severability**

If any provisions of this Agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.



## 6. Entire Agreement

This document sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This document may be altered, amended, or repealed only by a written instrument executed by both Parties.

## 7. Laws, Regulations and Orders.

Lessee and all Guests shall at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, “**Applicable Laws**”), with respect to the use of Property in connection with this Agreement. Lessee and all Guests are prohibited from managing, storing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Property or any other lands owned by Lessor. For purposes of this Agreement, the term “**Environmental Laws**” means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the “**ESA**”). For purposes of this Agreement, the term “**Hazardous Substance**” shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. Notwithstanding the foregoing and for the avoidance of doubt, Lessee shall be allowed to manage, store, use and transport Hazardous Substances upon the Property so long as the same are (a) used at all times in strict accordance with Applicable Laws, and (b) at no time managed, stored, used or transported in excess of the amounts reasonably necessary for the commercially lawful operation of the Allowed Use. In addition to all other indemnities set forth herein, Lessee shall save, protect, defend, indemnify, and hold harmless Lessor and the Property and the respective employees, agents, contractors and subcontractors of the Lessor from and against (i) any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) resulting from any lawsuit whatsoever or governmental enforcement action (collectively, an “**Action**”) brought against the Lessor or Property in connection with a violation of Environmental Laws caused by the activities of Lessee or its Guests upon the Property, and (ii) the reasonable costs of repairs and improvements necessary as a result of an Action to return the Property or any other lands owned by Lessor to the physical condition existing prior to the use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon by Lessee or its Guests in violation of Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the expiration or earlier termination of this Agreement.

## 8. Termination, Default and Remedies.

Lessor may terminate this Agreement following written notice to Lessee regarding any material default hereunder by Lessee or any Guest; provided it first gives Lessee a sixty (60) day cure period in which to cure the identified default. In the event of a default of this Agreement by Lessor, Lessor shall



not be liable for any direct, indirect, incidental, punitive, consequential, or speculative damages, whether in contract or tort. The remedies provided herein are cumulative and in addition to any other remedies to which Lessor is entitled in the case of a material breach or threatened material breach of this Agreement, whether provided in law or in equity. Additionally, Lessor may, in its absolute discretion, for any reason (including fire, safety or other reasons) temporarily curtail or suspend Lessee's operations under this Agreement, whether or not Lessee is in breach hereof.

#### **9. Attorneys' Fees**

With respect to any dispute relating to this Agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this Agreement or any provision of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorneys', paralegals', accountants', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. The determination of who is the prevailing Party and the amount of reasonable attorneys' fees to be paid to the prevailing Party shall be decided by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court which hears a request to stay litigation. In making the determination of who is the prevailing Party, the Parties agree that an award of money damages shall be one factor in the court's or courts' decision, but shall not be the only factor. Other factors for the court or courts to consider shall include, but not be limited to, the number, size and importance of claims asserted by the Party in whose favor a monetary award was made, but on which it did not prevail, the size of any monetary award in relation to the amount requested and the resolution of non-monetary issues. To aid in the court determination of who is the prevailing Party and the reasonableness of the award of attorney fees, the court shall be entitled to compare the final award to the Parties' settlement offers made in writing prior to the arbitration hearing or legal proceeding, as the case may be.

#### **10. Applicable Law; Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in Curry County, Oregon.

#### **11. Successors and Assigns; Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. Notwithstanding the foregoing, the Parties agree that Lessee shall not be able to sublet the Property or assign its rights hereunder to any third party except Golf Course Operator unless (a) Lessor consents in writing to the sublease or assignment, which consent may be withheld, conditioned or delayed in Lessor's sole and absolute discretion, and (b) the sublessee or assignee executes a Driving Range Lease (or Sublease) Agreement in form and

substance similar to this Agreement, whereby the sublessee or assignee agrees to be bound by all of the material terms hereof.

**12. Counterparts**

This Agreement may be executed in two or more counterparts, whether by facsimile or .pdf electronic transmission or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

**13. Authority**

The individual or individuals respectively executing this Agreement on behalf of the Lessee represent, promise, warrant and pledge unto the Lessor that they have all requisite right, title, power and authority to execute this instrument on behalf of the Lessor.

**[Signatures contained on following page]**

The Parties hereto have executed this effective as of the Effective Date.

**LESSOR:**

CHETCO RESOURCES, LLC, an Oregon limited liability company

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE:**

THE CITY OF BROOKINGS, an Oregon municipal corporation

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibits**

“A” – Description/Depiction of Property

## EXHIBIT "A"

### Description/Depiction of Property

A portion of that parcel of land conveyed to, Chetco Resources, LLC, recorded April 15, 2015, in Instrument No. 2015-1155, Official Records, Curry County, Oregon, included within the following described lines:

COMMENCING at a 5/8" rebar with yellow plastic cap stamped "PLS 1868" being at the Westerly end of "L30" as shown on Curry County Surveyor Map No. 40-896, said point being South 2542.71 feet and East 984.66 feet (record South 2543.07 feet and East 984.84 feet) from the North Quarter Corner of Section 2, T41S R13W W.M.;

thence North 71°47'24" East a distance of 399.03 feet to a 5/8" rebar with yellow plastic cap stamped "PLS 1868";

thence North 84°20'48" East a distance of 190.49 feet (record North 84°26'27" East a distance of 190.09' to the TRUE POINT OF BEGINNING;

thence North 84°37'39" East a distance of 102.39 feet;

thence North 65°12'00" East a distance of 226.07 feet;

thence South 18°41'11" East a distance of 168.70 feet;

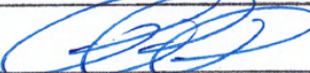
thence South 74°33'51" West a distance of 140.70 feet;

thence South 80°50'39" West a distance of 142.93 feet;

thence North 36°09'41" West a distance of 143.17 feet (record North 36°08'19" West a distance of 143.18 feet) to the POINT OF BEGINNING.

Bearings for this description are based on Curry County Surveyor Map No. 40-896.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20

# EXHIBIT

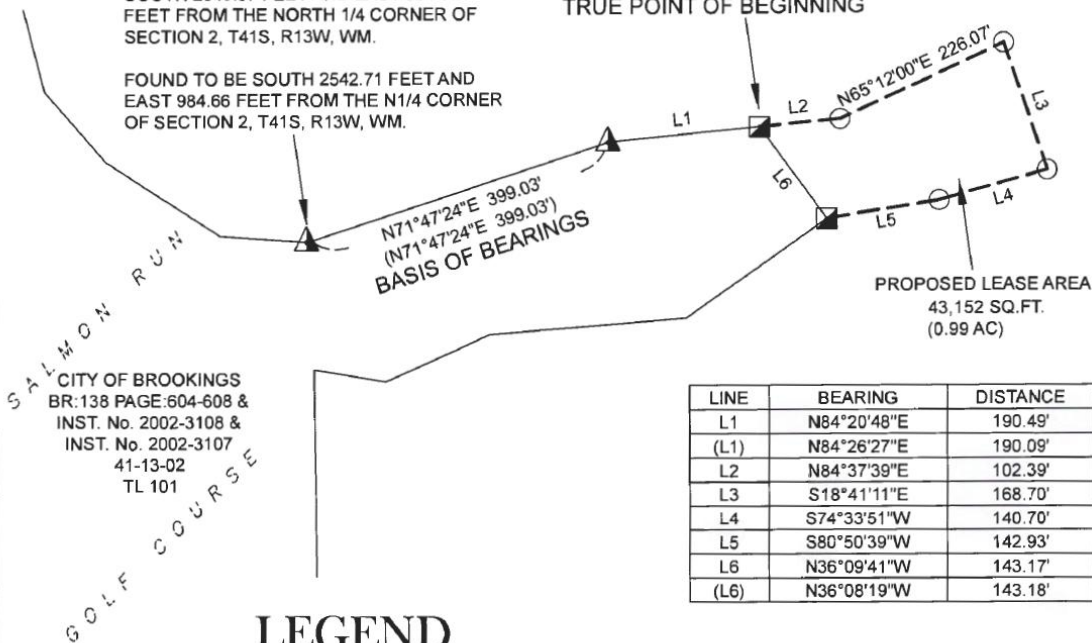
LOCATED IN  
NE1/4 SECTION 2  
T41S, R13W, WILLAMETTE MERIDIAN  
CITY OF BROOKINGS, CURRY COUNTY, OREGON

CHETCO RESOURCES, LLC  
INST. No. 2015-1155  
41-13-02  
TL 100

POINT OF COMMENCEMENT  
RECORD PER CS# 40-896 BEING  
SOUTH 2543.07 FEET AND EAST 984.84  
FEET FROM THE NORTH 1/4 CORNER OF  
SECTION 2, T41S, R13W, WM.

FOUND TO BE SOUTH 2542.71 FEET AND  
EAST 984.66 FEET FROM THE N1/4 CORNER  
OF SECTION 2, T41S, R13W, WM.

TRUE POINT OF BEGINNING



## LEGEND

- FOUND 5/8" REBAR WITH 2" ALUMINUM CAP MKD. "OR-LS 2520  
SCHLACK CA-LS 5698" PER CURRY COUNTY SURVEY FILE No. 40-896.
- ▲ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MKD. "PLS 1868" PER  
CURRY COUNTY SURVEY FILE No. 40-896 & 41-1079.
- 5/8" REBAR AND ALUM. CAP STAMPED "ROBERTS PLS 2730" TO BE  
SHOWN ON MAP OF SURVEY AND FILED WITH CO. SURVEYOR
- () RECORD PER CURRY COUNTY SURVEY FILE No. 40-896.

NOTE: DEED REFERENCES ARE OFFICIAL RECORDS OF  
CURRY COUNTY, OREGON.

PREPARED FOR: CITY OF BROOKINGS  
SURVEY DATE: 3/31/2020  
JOB #: 20-039



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730  
EXPIRES 12/31/20



611 SPRUCE STREET  
P.O. Box 1599  
Brookings, OR 97415

Ph: 541-469-0162

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: October 26, 2020

Originating Dept: PWDS/Planning

Signature (submitted by)

  
City Manager Approval

---

**Subject:**

Uncodified Ordinance No 20-O-792 accepting a Lot line Adjustment at 423 Buena Vista Loop and 423.5 Buena Vista Loop.

**Recommended Motion:**

Motion to approve a lot line adjustment at 423 Buena Vista Loop and 423.5 Buena Vista Loop and proceed with adoption of Ordinance No. 20-O-792.

**Financial Impact:**

None

**Background/Discussion:**

The City maintains a wastewater lift station at 423.5 Buena Vista Loop which is located in front of 423 Buena Vista Loop owned by Kieran Illes and Karen Ortblad. The parcels were recently surveyed and retraced discovering the lift station encroaching onto the 423 Buena Vista Loop property. In order to correct the lot lines a small property exchange between the city and the property owner adjusting the property lines from *30.01 wide x 35.01 long to 39.30 wide to 29.68 long* is being requested.

There is no consideration for this conveyance in terms of dollars and cents. The proposed lot line adjustment is in the best interests of the City and the property owner and is consistent with City ordinances and policies. The public interest will not be prejudiced by the lot line adjustment and will not substantially affect the market value of either property.

**Attachment:**

1. Ordinance #20-O-792
2. Lot Line Adjusted Parcel Exhibit A
3. Lot Line Adjusted Parcel Exhibit B

**IN AND FOR THE CITY OF BROOKINGS  
STATE OF OREGON**

**ORDINANCE 20-O-792**

IN THE MATTER OF ORDINANCE 20-O-792, AN UNCODIFIED ORDINANCE ACCEPTING A LOT LINE  
ADJUSTMENT DEED AT 423 BUENA VISTA LOOP AND 423.5 BUENA VISTA LOOP

Sections:

- Section 1. Findings and Determination
- Section 2. Lot Line Adjustment
- Section 3. Certification of Ordinance

The City of Brookings ordains as follows:

Section 1. Findings and Determination. The City Council of the City of Brookings considered:

a Lot Line Adjustment of the described parcels of land in Exhibits A & B.

The City of Brookings gave due notice, pursuant to Oregon Revised Statute (ORS) 271.110, of the public hearing to be held before the City Council at 7:00 PM on October 26, 2020, in City Hall Council Chambers, Brookings, Oregon 97415. Said notice provides that, prior to the hearing, any persons whomsoever having any objection or remonstrance to said lot line adjustment at 423 Buena Vista Loop and 423.5 Buena Vista Loop, or any part thereof, must file written objection or remonstrance with the City Recorder.

It appears to the satisfaction of the City Council that the proposed lot line adjustment is in the best interests of the City. The public interest will not be prejudiced by the lot line adjustment and that the lot line adjustment will not substantially affect the market value of abutting property.

Section 2. Lot Line Adjustment. The City of Brookings does hereby accept the lot line adjustment described in Exhibits A and B attached hereto and incorporated by this reference.

Section 3. Certification of Ordinance. The City Recorder is hereby instructed to forthwith record and file certified copies of this uncodified Ordinance with the County Clerk, County Assessor and County Surveyor of Curry County, Oregon.

First Reading: _____	Passage: _____
Second Reading: _____	Effective Date: _____

Signed by me in authentication of its passage this \_\_\_\_\_, day of October 2020.

ATTEST:

\_\_\_\_\_  
Mayor Jake Pieper

\_\_\_\_\_  
City Recorder Janell K Howard

City of Brookings  
Adjusted Parcel  
41-13-08BB Tax Lot 225

EXHIBIT A

A parcel of land lying within Lot 15, Pacific View Subdivision, City of Brookings, Curry County, Oregon, more particularly described as follows:

BEGINNING at the northeast corner of that parcel of land described in Deed Volume 79 Page 453, recorded May 11, 1966, Official Records of Curry County, Oregon, said point described as lying on the southerly right of way of Buena Vista Loop and bearing West 27.00 feet from the Northeast corner of said Lot 15;

thence, along said right of way, North 89°55'54" West (record West) a distance of 30.00 feet;

thence, leaving said right of way, South 00°03'54" West a distance of 29.68 feet;

thence South 89°55'54" East a distance of 39.30 feet;

thence North 00°03'54" East a distance of 29.68 feet to said right of way;

thence North 89°55'54" West (record West) a distance of 9.30 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20



Illes & Ortblad  
Adjusted Parcel  
41-13-08BB Tax Lot 215

**EXHIBIT B**

Lot 15, Pacific View Subdivision, City of Brookings, Curry County, Oregon.

EXCEPT that portion of said Lot 15, included within the following described lines:

Beginning at the northeast corner of that parcel of land described in Deed Volume 79 Page 453, recorded May 11, 1966, Official Records of Curry County, Oregon, said point described as lying on the southerly right of way of Buena Vista Loop and bearing West 27.00 feet from the Northeast corner of said Lot 15;

thence, along said right of way, North 89°55'54" West (record West) a distance of 30.00 feet;

thence, leaving said right of way, South 00°03'54" West a distance of 29.68 feet;

thence South 89°55'54" East a distance of 39.30 feet;

thence North 00°03'54" East a distance of 29.68 feet to said right of way;

thence North 89°55'54" West (record West) a distance of 9.30 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: October 26, 2020

Originating Dept: PWDS/Planning

\_\_\_\_\_  
Signature (submitted by)

  
\_\_\_\_\_  
City Manager Approval

---

### Subject:

Lot Line Adjustment Deed, 423 Buena Vista Loop and 423.5 Buena Vista Loop.

### Recommended Motion:

Motion to allow City Manager to sign on behalf of the City to accept a Lot Line Adjustment Deed at 423 Buena Vista Loop and 423.5 Buena Vista Loop.

### Financial Impact:

Approximately \$121 in County Recording Fees.

### Background/Discussion:

The City maintains a wastewater lift station at 423.5 Buena Vista Loop which is located in front 423 Buena Vista Loop owned by Kieran Illes and Karen Ortblad. The parcels were recently surveyed and retraced discovering the lift station encroaching onto the 423 Buena Vista Loop property. In order to correct the lot lines a lot line adjustment has gone through the Planning Department approval process. The remaining step to complete the lot line adjustment process is to submit a Lot Line Adjustment Deed to the County Clerk for recording on the property deeds.

### Attachment:

1. Lot Line Adjustment Deed
2. Lot Line Transfer Area Exhibit A
3. Lot Line Transfer Area Exhibit B
4. Lot Line Adjusted Parcel Exhibit C
5. Lot Line Adjusted Parcel Exhibit D
6. Site Map

AFTER RECORDING RETURN TO:

City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Mail Tax Statements to:  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

and

Kieran Illes & Karen Ortblad  
PO Box 1111  
Brookings, OR 97415

THIS SPACE RESERVED FOR RECORDER'S USE

#### LOT LINE ADJUSTMENT DEED

**CITY OF BROOKINGS** ("Grantor"), an Oregon municipal corporation, which is vested in title to the parcel described in Deed Volume 79, Page 453 recorded May 11, 1966 Official Records of Curry County, Oregon and **KIERNAN ILLES AND KAREN ORTLAD** ("Grantee"), as tenants by the Entirety, who are vested in title to Lot 15, Pacific View Subdivision, Instrument No. 2018-04356, recorded November 21, 2018, Official Records of Curry County, Oregon;

**HEREBY** agree to take the following actions to complete the lot line adjustment between the real properties described above, as approved by the City of Brookings.

Grantor conveys to Grantee the following described real property: See attached Exhibit "A" for legal description of this transfer parcel. Grantee conveys to Grantor the following described real property: See attached Exhibit "B" for legal description of this transfer parcel.

The legal description of Grantor's adjusted parcel is attached as Exhibit "C".

The legal description of Grantee's adjusted parcel is attached as Exhibit "D".

There is no consideration for this conveyance in terms of dollars and cents.

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

**ACCEPTED BY GRANTOR:**

\_\_\_\_\_  
Janell K. Howard, City Manager  
City of Brookings, Oregon

Dated: \_\_\_\_\_

STATE OF OREGON  
County of Curry

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by JANELL K. HOWARD, City Manager of the City of Brookings, as a City of Brookings' voluntary act and deed and accepted the lot line adjustment on behalf of the City of Brookings pursuant to ORS 92.014.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

**ACCEPTED BY GRANTEES:**

\_\_\_\_\_  
Kieran Illes

Dated: \_\_\_\_\_

STATE OF OREGON  
County of Curry

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by KIERAN ILLES and acknowledged the foregoing instrument as a voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Karen Ortblad

Dated: \_\_\_\_\_

STATE OF OREGON  
County of Curry

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by KAREN ORTBLAD and acknowledged the foregoing instrument as a voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

Transfer Area  
Brookings To Illes

EXHIBIT A

The South 5.33 feet of that parcel described in Deed Volume 79 Page 453,  
recorded May 11, 1966, Official Records of Curry County Oregon.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20

Transfer Area  
Illes/Ortblad To Brookings

EXHIBIT B

A portion of Lot 15, Pacific View Subdivision, City of Brookings, Curry County, Oregon, more particularly described as follows:

BEGINNING at the northeast corner of that parcel of land described in Deed Volume 79 Page 453, Official Records of Curry County, Oregon, recorded May 11, 1966, said point described as lying on the southerly right of way of Buena Vista Loop and bearing West 27.00 feet from the Northeast corner of said Lot 15;

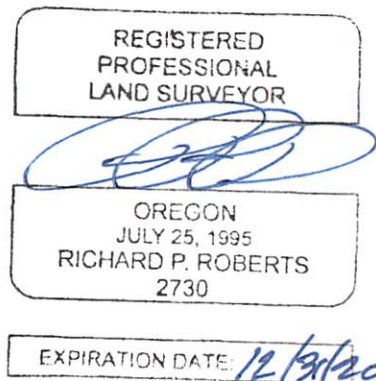
thence, along said right of way, South 89°55'54" West (record East) a distance of 9.30 feet;

thence, leaving said right of way, South 00°03'54" West a distance of 29.68 feet;

thence North 89°55'54" West a distance of 9.30 feet;

thence North 00°03'54" East a distance of 29.68 feet to the POINT OF

BEGINNING.



City of Brookings  
Adjusted Parcel  
41-13-08BB Tax Lot 225

EXHIBIT C

A parcel of land lying within Lot 15, Pacific View Subdivision, City of Brookings, Curry County, Oregon, more particularly described as follows:

BEGINNING at the northeast corner of that parcel of land described in Deed Volume 79 Page 453, recorded May 11, 1966, Official Records of Curry County, Oregon, said point described as lying on the southerly right of way of Buena Vista Loop and bearing West 27.00 feet from the Northeast corner of said Lot 15;

thence, along said right of way, North 89°55'54" West (record West) a distance of 30.00 feet;

thence, leaving said right of way, South 00°03'54" West a distance of 29.68 feet;

thence South 89°55'54" East a distance of 39.30 feet;

thence North 00°03'54" East a distance of 29.68 feet to said right of way;

thence North 89°55'54" West (record West) a distance of 9.30 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20

Illes & Ortblad  
Adjusted Parcel  
41-13-08BB Tax Lot 215

EXHIBIT D

Lot 15, Pacific View Subdivision, City of Brookings, Curry County, Oregon.

EXCEPT that portion of said Lot 15, included within the following described lines:

Beginning at the northeast corner of that parcel of land described in Deed Volume 79 Page 453, recorded May 11, 1966, Official Records of Curry County, Oregon, said point described as lying on the southerly right of way of Buena Vista Loop and bearing West 27.00 feet from the Northeast corner of said Lot 15;

thence, along said right of way, North 89°55'54" West (record West) a distance of 30.00 feet;

thence, leaving said right of way, South 00°03'54" West a distance of 29.68 feet;

thence South 89°55'54" East a distance of 39.30 feet;

thence North 00°03'54" East a distance of 29.68 feet to said right of way;

thence North 89°55'54" West (record West) a distance of 9.30 feet to the POINT OF BEGINNING.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1995  
RICHARD P. ROBERTS  
2730

EXPIRATION DATE: 12/31/20



