

City of Brookings

MEETING AGENDA

CITY COUNCIL/URBAN RENEWAL AGENCY

Monday, August 22 2022, 7:00pm

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

The City Council will meet in Executive Session at **6:30 PM**, in the City Manager's office, under the authority of ORS 192.660(2) (i) to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. 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)

E. Consent Calendar

1. Approve City Council minutes for August 8, 2022 [Pg. 1]
2. Accept July 2022 financials [Pg. 3]

F. Staff Reports

1. Central Building Parking Lot Lease [Pg. 9]
 - a. Lease [Pg. 10]
 - b. Amendment No. 1 [Pg. 15]
2. Award 2022-23 Street Paving Projects [Pg. 16]
 - a. Tidewater Task Order [Pg. 17]
3. Railroad Street Project Change Order [Pg. 18]
4. Award Chetco Town Center Contract [Pg. 19]
 - a. Chetco Town Center Plan [Pg. 20]

G. Remarks from Mayor and Councilors

H. Adjournment

URBAN RENEWAL AGENCY

A. Call to Order

C. Roll Call

D. Consent Calendar

1. Approve Urban Renewal meeting Minutes for June 13, 2022 [Pg. 21]

E. Staff Reports

1. Award Chetco Town Center Contract [Pg. 22]

a. Chetco Town Center Plan [Pg. 23]

F. Agency Remarks

G. 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.

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.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, August 8, 2022

Call to Order

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

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Brad Alcorn, Ed Schreiber, John McKinney, and Michelle Morosky; a quorum present.

Staff present: City Manager Pro Tem Gary Milliman, Public Works Director Tony Baron, and Deputy City Recorder Natasha Tippetts

Media Present: 2

Others Present: 11 audience members

Scheduled Public Appearances

- 1) Henry Johnson – Love Your Fourth
- 2) Linda Maxon – Coast Community Health

Public Comments

1. Connie Hunter, 1310 English Court, Brookings; spoke in favor of Coast Community Health
2. Diane Gartner, 1494 Seacrest Lane, Brookings; provided opinions about short term rentals
3. Leroy Cooper, 633 ½ Old County Road, Brookings; provided opinion on homelessness

Consent Calendar

1. Approve Council minutes for July 25, 2022
2. Accept Planning Commission minutes for July 5, 2022
3. Accept July 2022 Vouchers

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

Staff Reports

1. Letter of Support for Coast Community Health Center

Staff report presented by Gary Milliman

Council discussed the contents of the letter.

Councilor Schreiber suggested taking out the first sentence of paragraph two and take out paragraph three and four.

Councilor Schreiber moved and Councilor McKinney seconded, and Council voted unanimously to authorize the Mayor to execute a letter of support for Coast Community Health Center with the changes of taking out the first sentence of paragraph two and taking out paragraph three and four.

2. Monthly Street Project Update

Staff report presented by Tony Baron

3. Fuel Tax Ordinance

Staff report presented by Gary Milliman

Councilor Schreiber moved and Councilor Morosky seconded, and Council voted unanimously to read Ordinance 22-O-799 by title only.

Councilor Schreiber moved and Councilor Morosky seconded, and Council voted unanimously to read Ordinance 22-O-799 by title only a second time.

Councilor McKinney moved and Councilor Schreiber seconded, and Council voted unanimously to adopt Ordinance 22-O-799, an Ordinance amending Chapter 3.25, Motor Vehicle Fuel Sales Tax, of Brookings Municipal Code Title 3, Revenue and Finance, Operative July 1, 2023, Only upon Voter Approval of the City's Measure to Authorize the \$0.05 per Gallon Motor Vehicle Fuel Sales Tax for 5 Years to be Placed on the November 8, 2022 General Election Ballot.

4. Letter of Concern to Oregon Community Foundation

Staff report presented by Gary Milliman

Councilor Schreiber moved and Mayor Hedenskog seconded, and Council voted unanimously to authorize the Mayor to execute a letter of concern as approved by the City Council to the Oregon Community Foundation with respect to the Project Turnkey application at 1144 Chetco Avenue.

5. Ballot Measure Prohibiting Psilocybin Manufacture and Service Centers

Staff report presented by Gary Milliman

Councilor Schreiber moved and Councilor Alcorn seconded to approve Resolution 22-R-1233, A Resolution approving referral to the Elector of the City of Brookings the question of banning psilocybin manufacturing and service centers within the City of Brookings. With a three to two vote, Councilor McKinney, Councilor Morosky and Mayor Hedenskog voting nay, motion failed.

Mayor Hedenskog moved and Councilor McKinney seconded, and Council voted unanimously to approve Resolution 22-R-1233, A Resolution approving referral to the electors of the City of Brookings the question of prohibiting through December 31, 2024 psilocybin manufacturing and service centers within the City of Brookings.

Remarks from Mayor and Councilors

None

Adjournment

Mayor Hedenskog moved, Councilor McKinney seconded and Council voted unanimously to adjourn the meeting at 9:06 PM.

Respectfully submitted:

ATTESTED:
this 22nd day of August, 2022:

Ron Hedenskog, Mayor

Gary Milliman, City Recorder Pro Tem

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,646,440.00	73,496.55	73,496.55	3,572,943.45	2.0
LICENSES AND PERMITS	296,500.00	31,011.73	31,011.73	265,488.27	10.5
INTERGOVERNMENTAL	293,500.00	17,728.47	17,728.47	275,771.53	6.0
CHARGES FOR SERVICES	994,500.00	17,639.47	17,639.47	976,860.53	1.8
OTHER REVENUE	125,500.00	29,114.22	29,114.22	96,385.78	23.2
TRANSFERS IN	633,382.00	.00	.00	633,382.00	.0
	5,989,822.00	168,990.44	168,990.44	5,820,831.56	2.8
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	35,168.00	3,393.04	3,393.04	31,774.96	9.7
MATERIAL AND SERVICES	12,850.00	340.63	340.63	12,509.37	2.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	48,018.00	3,733.67	3,733.67	44,284.33	7.8
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	384,120.00	32,409.32	32,409.32	351,710.68	8.4
MATERIAL AND SERVICES	227,300.00	26,642.87	26,642.87	200,657.13	11.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	611,420.00	59,052.19	59,052.19	552,367.81	9.7
POLICE:					
PERSONAL SERVICES	3,027,250.00	239,379.83	239,379.83	2,787,870.17	7.9
MATERIAL AND SERVICES	204,000.00	24,950.33	24,950.33	179,049.67	12.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	4,452.31	63,414.69	6.6
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,299,117.00	268,782.47	268,782.47	3,030,334.53	8.2
FIRE:					
PERSONAL SERVICES	235,238.00	19,516.38	19,516.38	215,721.62	8.3
MATERIAL AND SERVICES	105,500.00	18,085.63	18,085.63	87,414.37	17.1
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
	371,318.00	37,602.01	37,602.01	333,715.99	10.1

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	242,675.00	16,034.64	16,034.64	226,640.36	6.6
MATERIAL AND SERVICES	92,900.00	6,362.14	6,362.14	86,537.86	6.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	335,575.00	22,396.78	22,396.78	313,178.22	6.7
PARKS & RECREATION:					
PERSONAL SERVICES	285,789.00	22,993.87	22,993.87	262,795.13	8.1
MATERIAL AND SERVICES	121,300.00	13,003.87	13,003.87	108,296.13	10.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	.00	9,981.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	417,070.00	35,997.74	35,997.74	381,072.26	8.6
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	700,000.00	.00	.00	700,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	700,000.00	.00	.00	700,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	94,384.00	25,397.02	25,397.02	68,986.98	26.9
MATERIAL AND SERVICES	56,200.00	9,213.97	9,213.97	46,986.03	16.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	150,584.00	34,610.99	34,610.99	115,973.01	23.0
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	168,600.00	5,554.89	5,554.89	163,045.11	3.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	285,000.00	.00	.00	285,000.00	.0
CONTINGENCIES AND RESERVES	623,120.00	.00	.00	623,120.00	.0
	1,076,720.00	5,554.89	5,554.89	1,071,165.11	.5
	7,009,822.00	467,730.74	467,730.74	6,542,091.26	6.7
	(1,020,000.00)	(298,740.30)	(298,740.30)	(721,259.70)	(29.3)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	710,000.00	46,853.52	46,853.52	663,146.48	6.6
OTHER REVENUE	20,200.00	96.00	96.00	20,104.00	.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>730,200.00</u>	<u>46,949.52</u>	<u>46,949.52</u>	<u>683,250.48</u>	<u>6.4</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	231,087.00	18,352.38	18,352.38	212,734.62	7.9
MATERIAL AND SERVICES	215,500.00	24,735.14	24,735.14	190,764.86	11.5
CAPITAL OUTLAY	250,000.00	.00	.00	250,000.00	.0
DEBT SERVICE	4,409.00	.00	.00	4,409.00	.0
TRANSFERS OUT	119,370.00	.00	.00	119,370.00	.0
CONTINGENCIES AND RESERVES	139,834.00	.00	.00	139,834.00	.0
	<u>960,200.00</u>	<u>43,087.52</u>	<u>43,087.52</u>	<u>917,112.48</u>	<u>4.5</u>
	<u>960,200.00</u>	<u>43,087.52</u>	<u>43,087.52</u>	<u>917,112.48</u>	<u>4.5</u>
	<u>(230,000.00)</u>	<u>3,862.00</u>	<u>3,862.00</u>	<u>(233,862.00)</u>	<u>1.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,885,000.00	185,499.24	185,499.24	1,699,500.76	9.8
OTHER INCOME	48,000.00	2,955.00	2,955.00	45,045.00	6.2
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,933,000.00</u>	<u>188,454.24</u>	<u>188,454.24</u>	<u>1,744,545.76</u>	<u>9.8</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	404,558.00	33,586.25	33,586.25	370,971.75	8.3
MATERIAL AND SERVICES	197,800.00	28,445.76	28,445.76	169,354.24	14.4
CAPITAL OUTLAY	50,000.00	.00	.00	50,000.00	.0
DEBT SERVICE	28,294.00	551.00	551.00	27,743.00	2.0
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>704,652.00</u>	<u>62,583.01</u>	<u>62,583.01</u>	<u>642,068.99</u>	<u>8.9</u>
WATER TREATMENT:					
PERSONAL SERVICES	28,833.00	2,201.26	2,201.26	26,631.74	7.6
MATERIAL AND SERVICES	545,780.00	34,588.18	34,588.18	511,191.82	6.3
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	2,385.00	.00	.00	2,385.00	.0
TRANSFERS OUT	728,196.00	.00	.00	728,196.00	.0
CONTINGENCIES AND RESERVES	143,154.00	.00	.00	143,154.00	.0
	<u>1,458,348.00</u>	<u>36,789.44</u>	<u>36,789.44</u>	<u>1,421,558.56</u>	<u>2.5</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>2,163,000.00</u>	<u>99,372.45</u>	<u>99,372.45</u>	<u>2,063,627.55</u>	<u>4.6</u>
	<u>(230,000.00)</u>	<u>89,081.79</u>	<u>89,081.79</u>	<u>(319,081.79)</u>	<u>38.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

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	3,508,300.00	305,252.25	305,252.25	3,203,047.75	8.7
OTHER REVENUE	10,000.00	.00	.00	10,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,513,800.00</u>	<u>305,252.25</u>	<u>305,252.25</u>	<u>3,208,547.75</u>	<u>8.7</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	624,241.00	51,046.30	51,046.30	573,194.70	8.2
MATERIAL AND SERVICES	235,500.00	40,774.02	40,774.02	194,725.98	17.3
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	28,294.00	551.00	551.00	27,743.00	2.0
TRANSFERS OUT	212,522.00	.00	.00	212,522.00	.0
	<u>1,115,557.00</u>	<u>92,371.32</u>	<u>92,371.32</u>	<u>1,023,185.68</u>	<u>8.3</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	43,586.00	3,301.90	3,301.90	40,284.10	7.6
MATERIAL AND SERVICES	1,118,925.00	44,553.77	44,553.77	1,074,371.23	4.0
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,385.00	.00	.00	2,385.00	.0
TRANSFERS OUT	1,350,434.00	.00	.00	1,350,434.00	.0
CONTINGENCIES AND RESERVES	242,413.00	.00	.00	242,413.00	.0
	<u>2,772,743.00</u>	<u>47,855.67</u>	<u>47,855.67</u>	<u>2,724,887.33</u>	<u>1.7</u>
	<u>3,888,300.00</u>	<u>140,226.99</u>	<u>140,226.99</u>	<u>3,748,073.01</u>	<u>3.6</u>
	<u>(374,500.00)</u>	<u>165,025.26</u>	<u>165,025.26</u>	<u>(539,525.26)</u>	<u>44.1</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 1 MONTHS ENDING JULY 31, 2022

URBAN RENEWAL AGENCY FUND

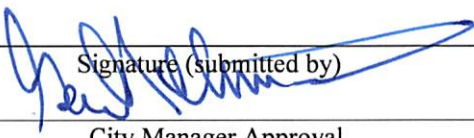
	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	639,676.00	4,851.71	4,851.71	634,824.29	.8
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	.00	2,000.00	.0
TRANSFERS IN	.00	.00	.00	.00	.0
	641,676.00	4,851.71	4,851.71	636,824.29	.8
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	186,000.00	.00	.00	186,000.00	.0
CAPITAL OUTLAY	1,355,676.00	.00	.00	1,355,676.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	1,541,676.00	.00	.00	1,541,676.00	.0
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	1,541,676.00	.00	.00	1,541,676.00	.0
	(900,000.00)	4,851.71	4,851.71	(904,851.71)	.5

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 22, 2022

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject:

Central Building Parking Lot Lease

Recommended Motion:

Motion to authorize the Mayor to sign an addendum extending the parking lot lease with Coastal Investments LLC at a monthly rent of \$960.00 effective November 1, 2022 through October 31, 2027.

Financial Impact:

\$11,520 annually in rental payments, reduced from the current \$113,560 annually. City is responsible for maintenance of the parking lot.

Background/Discussion:

The City entered an agreement with Coastal Investments LLC in 2017 for the lease of the parking lot west of the Central Building at 703 Chetco Avenue from Coastal Investments LLC.

The property was originally leased by the City for several reasons:

1. There is no development requirement for on-site parking in the downtown area. When the City eliminated the off-street parking requirements, it felt that it had a responsibility to make some off-street parking available in the event that vacant properties downtown experienced infill.
2. Recurring proposals by ODOT to eliminate on-street parking along Chetco Avenue.
3. Dr. Rush had terminated the lease agreement with the City for the parking area on his property on the east side of Chetco and was considering either developing a building on what is now the parking lot or selling the property for development. The City only owns the southernmost bank of parking in this lot (18 spaces). Rush has leased the property to Coast Community Health. The parking lot lease agreement has not been renewed.
4. It was anticipated that the parking lot would be used for downtown special events. Note the City is currently participating in the development of a pocket park near the Redwood Theater which is anticipated to serve also an entertainment venue, and could impact the need for downtown parking.

Attachment(s):

- a. Lease
- b. Amendment No.1

**Lease Agreement with Right of First Offer to Purchase Real Estate
Rear Parking Lot at 703 Chetco Avenue**

This LEASE AGREEMENT WITH RIGHT OF FIRST OFFER TO PURCHASE REAL ESTATE (hereinafter referred to as "the Agreement") is entered into, by and between the City of Brookings, an Oregon municipal corporation ("Tenant"), and Coastal Investments LLC, an Oregon limited liability company ("Landlord").

In consideration of the mutual promises and covenants hereinafter stipulated, the parties hereby agree as follows:

- 1.0 **DESCRIPTION.** Landlord agrees to lease, and, Tenant agrees to rent the real property and improvements ("Property") described as: the rear parking lot at 703 Chetco Avenue, Brookings, Oregon and as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference.
- 2.0 **TERM.** The term of this Agreement will be for a period of sixty (60) months commencing on November 1, 2017 and expiring on October 31, 2022. The term will be automatically extended for an additional period of sixty (60) months (November 1, 2022 to October 31, 2027), unless Tenant gives notice to Landlord of its intent to terminate this Agreement at least sixty (60) days prior to the expiration date, by mailing a written notice to the last provided address of Landlord. Liability for payment will not extend beyond notice to terminate this Agreement. Exclusive possession of the Property will be turned over to Tenant on November 1, 2017.
- 3.0 **RENT.** Tenant agrees to pay to Landlord, the sum of \$1,130.00 per month (\$0.10 persq.ft.@ 11,300 sq.ft.), with the first payment beginning November 1, 2017 as rent for the property, for the initial term of this Agreement. All rental payments will be due and payable in advance on the 1st day of each and every month. The rent for the Property for the renewal term shall be set by Landlord; provided, however, that the increase in the monthly rent shall not exceed the cumulative CPI-W for the previous 60-month period. Landlord must notify Tenant of the rental amount for the renewal term at least ninety (90) days prior to the expiration date of the initial term.
- 4.0 **COVENANTS OF TENANT.** Commencing with and during the term of this Agreement, including extensions, Tenant hereby covenants and agrees as follows:
 - (a) That Tenant will pay all utility charges and bills, which may be assessed or charged against the Property;
 - (b) Tenant will post the Property for "no parking" between the hours of 2:30 a.m. and 4:00 a.m. and also will post the Property for "no trailer" parking;
 - (c) Tenant will reserve eight (8) parking spaces for the exclusive use of Landlord, as depicted on Exhibit A;
 - (d) That Tenant will use the Property for free public parking and/or community events and for no other purpose; and
 - (e) That Tenant will surrender and deliver up the Property, at the end of the term or any extensions thereof, should the right of first offer contained herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.

- 5.0 COVENANTS OF LANDLORD.** Landlord hereby covenants and agrees as follows: that Tenant will be allowed to peaceably and quietly hold, occupy, use and enjoy the Property, without any let, hindrance or molestation by Landlord or any person associated therewith.
- 6.0 NOTICE OF DEFAULT; OPPORTUNITY TO CURE.** Neither Tenant nor Landlord may be deemed to be in default hereunder unless and until the party has been given written notice of its failure to comply with the terms hereof and thereafter does not cure such failure within ten (10) business days after receipt of such notice.
- 7.0 COSTS OF IMPROVEMENTS.** In the event the Tenant exercises the option to purchase set forth herein, and through no fault of Tenant, Landlord fails to convey said Property to Tenant in accordance with the terms of this Agreement, then Tenant, *in* addition to any other rights which Tenant may have in law or equity for the enforcement of Tenant's option to purchase, will be entitled to reimbursement for the cost of all repairs, maintenance and improvements.
- 8.0 MAINTENANCE AND REPAIRS.** Tenant accepts the property "as is" on the date of execution of this Agreement. Tenant will henceforth be responsible for all maintenance and repair upon said Property, both interior and exterior. Tenant will have the right to make such repairs, maintenance, and improvements as Tenant may deem necessary proper or desirable. Tenant will be solely liable for payment for said improvements and must hold the Landlord nameless therefrom.
- 9.0 PARKING REQUIREMENTS.** City agrees that the fact that the Property is being leased to the City for public parking (and other purposes) will not be to detriment of Landlord; therefore, the existence of the public parking provided under this Agreement will be deemed to satisfy any future parking requirements for the Central Building, located on the same parcel, during the term of this Agreement.
- 10.0 RIGHT OF FIRST OFFER TO PURCHASE PREMISES.**
- (a) In the event that Tenant expends \$50,000 or more on improvements to the Property and Landlord desires to sell or otherwise transfer the Property, Landlord must give notice to Tenant of such election to sell the Property. The notice must include an offering price and other basic terms of the sale for the Property only (i.e., the parking lot leased hereunder). Tenant will have a period of thirty (30) days from the receipt of the notice to decide whether or not to purchase the Property at the price and on terms contained in the notice. Tenant must give notice of its decision to Landlord within the thirty (30) day period. If Landlord either receives a notice from Tenant that Tenant does not desire to purchase the Property or if Landlord does not receive any notice from Tenant within the thirty (30) day period, then Landlord will have the right to proceed to sell the Property to any third party. If Landlord fails to sell the Property within twelve (12) months of the date Landlord first gives notice to Tenant pursuant to this section, then Landlord must reoffer the Property to Tenant a second time before Landlord may sell the same to a third party. Tenant will have thirty (30) days from the second offering to elect to purchase the Property and must give notice of its decision to Landlord within the thirty (30) days. If Landlord either receives a notice from Tenant that Tenant does not desire to purchase the Property or if Landlord does not receive any notice from

Tenant within the thirty (30) day period, then Landlord will have the right to proceed to sell the Property to any third party.

- (b) If Landlord receives a notice from Tenant within the thirty (30) day period that indicates that Tenant desires to purchase the Property, then the parties agree to cooperate and coordinate in good faith to arrange a closing at the earliest reasonably convenient closing date (no more than ninety (90) days after Landlord's receipt of Tenant's election to purchase) and agree to consummate such closing in accordance with local custom and practice regarding the closing proration and adjustments and responsibility for closing costs and recording fees. Within five (5) business days of Tenant's receipt of Tenant's notice to purchase, Tenant must place into escrow, with an escrow agent satisfactory to Tenant and Landlord, earnest money in the amount of five percent (5%) of the purchase price. Tenant must accept title to the Property subject to real estate truces, installments of special assessments, and any and all covenants, easements, and restrictions of record, except that delinquent real property truces or installments of special assessments and any mortgages or liens then outstanding on the Property shall be discharged by Landlord. Tenant must accept the Property and all improvements thereon in their then "AS IS," "WHERE IS" condition with no warranty or representation of any nature whatsoever. The purchase price will be payable in cash or other method acceptable to Landlord. Title to the Property will be conveyed by bargain and sale deed, subject to those title matters described above.

11.0 LIMITATIONS AND EXCLUSIONS ON RIGHT OF FIRST OFFER. Notwithstanding anything herein to the contrary, under no circumstances will Landlord have any obligation to provide the notice referred to Section 10(a) hereof nor will Tenant have the right to purchase the Property if Landlord is selling or transferring the Property in connection with any of the following transactions:

- (a) Transfers to any parent, subsidiary or affiliate of Landlord or transfers to any entity controlled by or under common control with Landlord or transfers of co-ownership interest in the Property,
- (b) Transfers to any entity into which or with which Landlord is merged or consolidated,
- (c) Transfers by Landlord which are deemed or considered transfers by operation of law, liquidation or consolidation, including, without limitation, mergers, consolidations, reorganization or dissolution,
- (d) Easements, leases, usufructs, licenses, concession agreements or transfers not in fee,
- (e) Involuntary transfers including, without limitation, transfers in foreclosure, transfers in lieu of foreclosure, condemnation or deeds in lieu of condemnation bankruptcy or court-ordered estate liquidation,
- (f) Sale and leaseback financings, synthetic leases, or any other off balance sheet financing, and
- (g) Other financing transactions of any nature no matter the structure, including financing arrangements which include lender acquisition rights.

12.0 GENERAL PROVISIONS.

- 12.1 Notice.** All notices, demands, statements, and requests (collectively the "notice") required or permitted to be given under this Agreement must be made in writing and will

be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the person to whom the notice is addressed, or if such person is not available, the date such notice is left at the address of the person to whom it is directed, or (ii) on the date the notice is postmarked by the U.S.P.S., provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by a courier (FedEx, UPS, etc.) to the address of the person to whom it is directed provided it is sent prepaid, with confirmation of receipt requested. The initial notice address of each signatory to this Agreement is set forth below.

If to Tenant:	If to Landlord:
City Manager City of Brookings 898 Elk Drive Brookings, OR 97415	Marie Curtis P.O. Box 5909 703 Chetco Ave Brookings, OR 97415

Each party will have the right from time to time and at any time, upon at least ten (10) days' prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within Oregon; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective it must actually be delivered. Refusal to accept delivery of a notice or the inability to deliver a notice because of an address change that was not properly communicated will not defeat or delay the giving of notice.

- 12.2 Amendment or Modification.** Any amendment or modification to this Agreement must be in writing and signed by both parties to be valid and enforceable.
- 12.3 Binding Effect.** Subject to the provisions hereof regarding assignment, this Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties.
- 12.4 Documents.** Each party to this Agreement agrees to perform any and all acts and execute and delivery any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.
- 12.5 Time.** Time is of the essence with respect to this Agreement. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or holiday, then such time period will be automatically extended through those of business on the next regularly scheduled business day.
- 12.6 Attorney's Fees and Costs.** If any party hereto brings any suit or other action against the other for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party will be entitled to an award of reasonable attorney's fees and costs actually incurred.

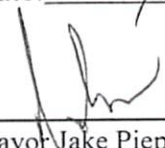
12.7 **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. All prior discussions, negotiations, commitments and understandings relating thereto are merged herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

12.8 **Counterparts.** This Agreement may be signed in counterparts, any one of which is to be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement as of the last day written below.

CITY OF BROOKINGS

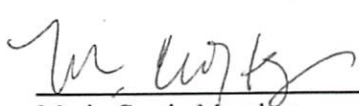
Date: 7/26/17



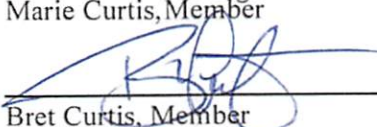
Mayor Jake Pieper

COASTAL INVESTMENTS LLC

Date: 7/31/17



Marie Curtis, Member



Bret Curtis, Member

AMENDMENT No. 1 to LEASE AGREEMENT WITH FIRST OFFER TO PURCHASE REAL ESTATE
Rear Parking Lot at 703 Chetco Avenue

RECITAL

The LEASE AGREEMENT WITH RIGHT OF FIRST OFFER TO PURCHASE REAL ESTATE ("Agreement") between the City of Brookings ("Tenant") and Coast Investments LLC ("Landlord") entered into on July 31, 2017, is hereby amended as follows.

1. Section 2.0, "Term," is amended to read:

The term of this Agreement will be for a period of sixty (60) months commencing on November 1, 2022, and expiring on October 31, 2027. The term will be automatically extended for an additional period of sixty (60) months (November 1, 2027, to October 31, 2032), unless Tenant gives notice to Landlord of its intent to terminate this Agreement at least sixty (60) days prior to the expiration date, by mailing a written notice to the last provided address to Landlord. Liability for payment will not extend beyond notice to terminate this Agreement.

2. Section 3.0, "Rent," is amended to read:

Tenant agrees to pay Landlord the sum of \$960.00 per month (approximately \$0.10 per sq. ft. at 11,300 sq. ft.) with the rent payment beginning on November 1, 2022. All rental payments will be due and payable in advance on the 1st day of each and every month. The rent for the Property for the renewal term shall be set by Landlord; provided, however, that the increase in the monthly rent shall not exceed the cumulative CPI-W for the previous 60-month period. Landlord must notify Tenant of the rental amount for the renewal term at least ninety (90) days prior to the expiration date of the lease.

All other terms of the original Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the last date written below.

CITY OF BROOKINGS

COASTAL INVESTMENTS LLC

Date: _____

Date: _____

Mayor Ron Hedenskog

Marie Curtis, Member

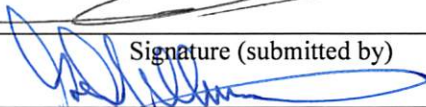
Bret Curtis, Member

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 22, 2022

Originating Dept: PWDS



Signature (submitted by)

City Manager Approval

Subject:

2022-23 Street Paving Projects

Recommended Motion:

Authorize City Manager to proceed with the Tidewater Contractors Task Order to pave various streets identified in the 2022 Pavement Management Plan Update

Financial Impact:

Tidewater Contractors estimate the work at \$709,720.00. Funding for the street paving portion of the project is budgeted from the City of Brookings Fuel Tax Revenues received in 2022-23 and from Capital Reserve for the Kidtown parking lot rehabilitation project. Currently budgeted in the Fuel Tax Revenues for street improvements is \$757,000.00
Capitol Reserve fund budget for the Kid Town parking lot rehabilitation is 141,860.00. 60% of that cost will be grant funded through the OPRD parks grant.

Background/Discussion:

The 2022-23 Street Paving Projects include street paving on Alder Street, Memory Lane, Buena Vista Loop, Marine Drive and the first part of Mill Beach Road. Alternative projects included in the bid received from Tidewater are various street patching as well as the rehabilitation of the Kidtown parking lot at Azalea Park.

Tidewater Contractors were the lone respondent to a request for bids on the project. The bid packet is available to Council members review in the Public Works office.

Bidders	Bid
Tidewater	\$709,720.00

Attachment(s):

- a. Tidewater Task Order

City of Brookings – Contract Task Order

Contract Title: As Needed Contract Services

Contractor: Tidewater Contractors, Inc.

Contract #: 16-037 TO # 11 Project Manager: Tony Baron

This Contract Task Order, described under the terms below, is made and entered into this
23rd day of August, 2022 by and between the City of Brookings,

hereinafter referred to as “City,” and Tidewater Contractors, Inc.

hereinafter referred to as “Contractor,” with an effective date of August 23, 2022

The terms of this Task Order are for the 2022-23 street paving project. Project to include
paving of Alder, Memory Lane, Buena Vista Loop, Marine Drive, Mill Beach Road.

Alternative project included in the bid are various street patching as well as the rehabilitation
of Kid Town parking lot.

Total fees not to exceed \$709,720

Completion Date (if applicable): _____

TIDEWATER CONTRACTORS, INC.

By: _____

Name: Cassie Fitzhugh

Title: Contract Admin

Address: PO Box 1956

Brookings. OR 97415

CITY OF BROOKINGS

By: _____

Name: Gary Milliman

Title: City Manager Pro Tem

Address: 898 Elk Drive

Brookings, OR 97415

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 22, 2022

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject:

Change Order: Railroad Street Project

Recommended Motion:

Motion to authorize the City Manager to execute a Change Order with McLennan Excavation for replacement of a section of damaged storm drain in connection with the Railroad Street Improvement Project not to exceed \$ _____. A "not to exceed" amount will be provided at the City Council meeting.

Financial Impact:

To come

Background/Discussion:

McLennan Excavation is the contractor performing curb, gutter, sidewalk, storm drain and street improvement work on Railroad Street. On August 18, during the course of construction a major defect in an existing 24-inch concrete storm drain pipe was discovered. The project specifications call for the replacement of a 20-foot section of this pipe, but this may now involve replacement of a 60 foot section and realignment of the pipe. The project manager is working with the contractor to develop a cost estimate...which is expected to exceed \$25,000...thus requiring City Council approval...and Change Order to accommodate this work.

More information will be provided to the City Council when it becomes available, and prior to the August 22 meeting.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: August 22, 2022

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject:

Chetco Town Center Award

Recommended Motion:

Authorize City Manager to enter into an agreement with BK Quality Construction in the amount of \$157,00 for the Chetco Town Center patio project.

Financial Impact:

The lowest qualified bid of \$157,000 from BK Quality Construction will be funded through Urban Renewal Agency funds.

Background/Discussion:

The Brookings Urban Renewal Agency, at the February 22, 2021 meeting, finalized a list of eligible URA funded projects in anticipation of the 2008 Bond payoff. The list of projects included the development of a vacant lot at 623 Chetco Avenue into a pocket park maintained by the City of Brookings. The project was originally estimated at \$140,000 and includes the construction of an outdoor, open aired (with some covered area) elevated patio space with amenities to be used by local downtown restaurants and pedestrians for outdoor seating as well as small events. The park will be constructed of heavy timber on a sloped lot and accessed at street level between Compass Rose Café (625 Chetco Avenue) and the Redwood Theater (621 Chetco Avenue).

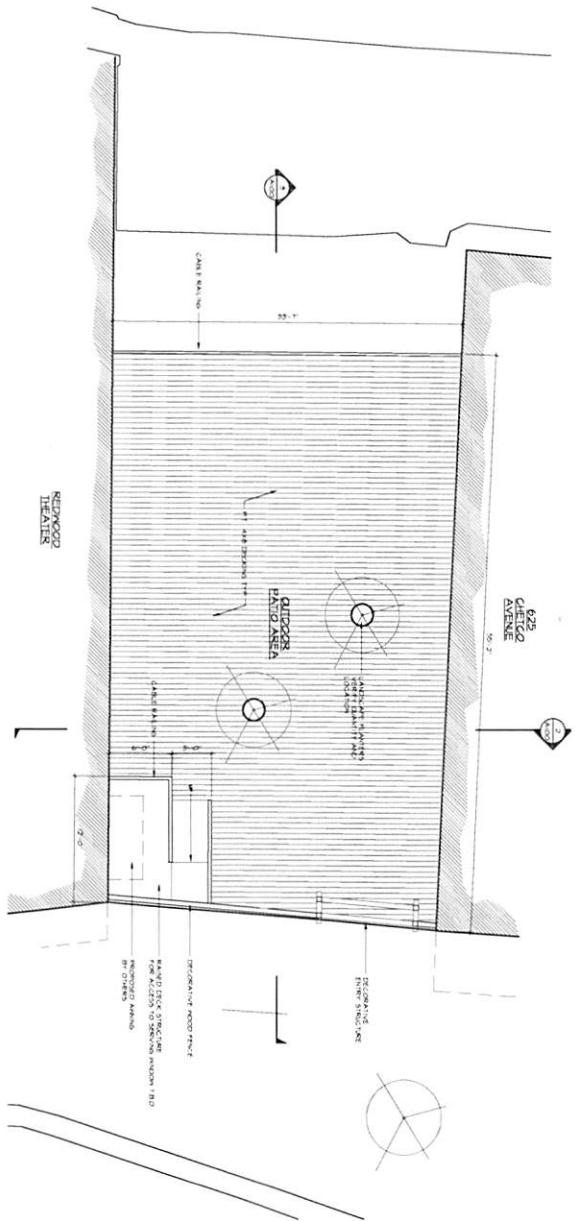
Pacific Coast Properties LLC (Mike Horgan owner) agreed to enter into a long-term lease agreement with the City of Brookings in order to facilitate the development of the pocket park. City Council approved the lease on January 24, 2022.

We received three bid responses from contractors to construct the elevated patio. Staff is recommending awarding to the lowest bidder BK Quality Construction LLC who is prepared to start the work this month.

Bidders	Bid
Sage Bruce Construction	Refused
Rivers End Inc.	\$170,000
BK Quality Construction LLC	\$157,000

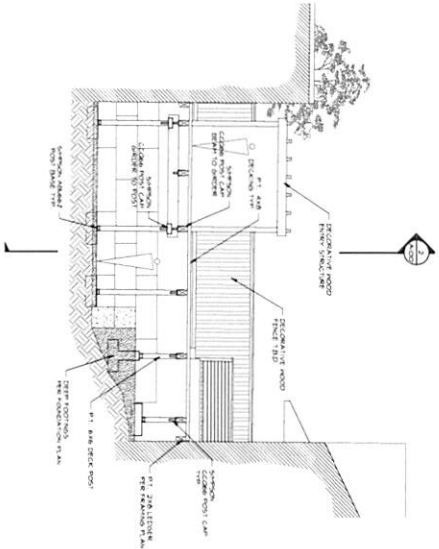
Attachments:

- a. Chetco Town Center Plan



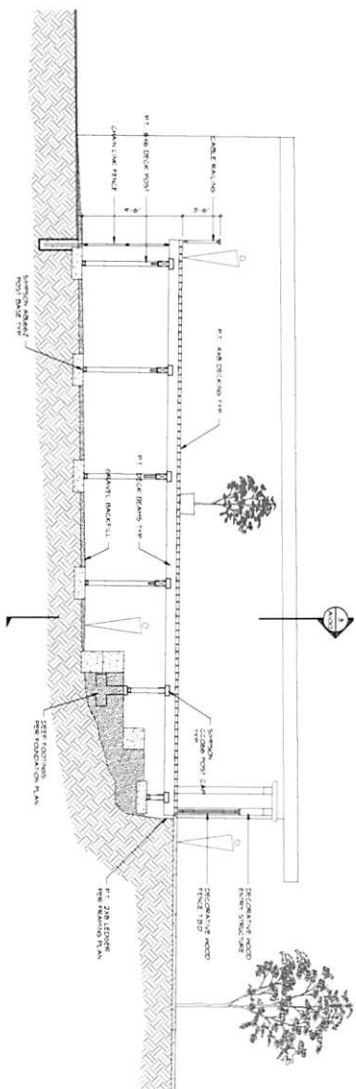
1 PLAN

SCALE: 3/32" = 1'-0"



3 SECTION B

SCALE: 3/32" = 1'-0"



2 SECTION A

SCALE: 3/32" = 1'-0"

GENERAL NOTES

1

2

BARON
DESIGNS
ARCHITECT
1700 SW 10TH AVE
BROOKINGS, OREGON
97533
PH: (503) 461-4255

CHETCO
TOWNE
CENTER
623 CHETCO AVENUE
BROOKINGS,
OREGON 97515

PATIO PLAN
& SECTIONS

DRAWN: AJS
DATE: 5/20/22

A100

City of Brookings

URBAN RENEWAL AGENCY MEETING MINUTES

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

Monday, June 13, 2022

Call to Order

Mayor Hedenskog called the meeting to order at 8:17 PM

Roll Call

Council Present: Chair Ron Hedenskog, Directors Alcorn, Schreiber, McKinney, and Morosky; a quorum present.

Staff present: City Manager Janell Howard, Public Works Director Tony Baron, and Planning Tech Lauri Ziemer

Media Present: 0

Others Present: 1

Consent Calendar

1) Approve URA Minutes for May 9, 2022

Director Schreiber moved, Director McKinney seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. Award Railroad Street Sidewalk Infill Project

Staff Report presented by Janell Howard

Chair Hedenskog moved, Director McKinney seconded to authorize City Manager to enter into an agreement with McLennan Excavation Inc. in the amount of \$527,000 for the Railroad Street Sidewalk Infill Project. Council voted; motion carried 5-1 with Councilor Schreiber voting against.

Agency Remarks

Director Schreiber commented he would like to see more proposed URA projects. City Manager Janell Howard a Council workshop will be scheduled.

Adjournment

Chair Hedenskog moved, Director McKinney seconded and Council voted unanimously to adjourn the meeting at 8:23 PM.

Respectfully submitted:

ATTESTED:
this 22nd day of August, 2022:

Ron Hedenskog, Mayor

Gary Milliman, City Recorder Pro Tem

BROOKINGS URBAN RENEWAL AGENCY

AGENDA REPORT

Meeting Date: August 22, 2022

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject:

Chetco Town Center Award

Recommended Motion:

Authorize City Manager to enter into an agreement with BK Quality Construction in the amount of \$157,00 for the Chetco Town Center patio project.

Financial Impact:

The lowest qualified bid of \$157,000 from BK Quality Construction will be funded through Urban Renewal Agency funds.

Background/Discussion:

The Brookings Urban Renewal Agency, at the February 22, 2021 meeting, finalized a list of eligible URA funded projects in anticipation of the 2008 Bond payoff. The list of projects included the development of a vacant lot at 623 Chetco Avenue into a pocket park maintained by the City of Brookings. The project was originally estimated at \$140,000 and includes the construction of an outdoor, open aired (with some covered area) elevated patio space with amenities to be used by local downtown restaurants and pedestrians for outdoor seating as well as small events. The park will be constructed of heavy timber on a sloped lot and accessed at street level between Compass Rose Café (625 Chetco Avenue) and the Redwood Theater (621 Chetco Avenue).

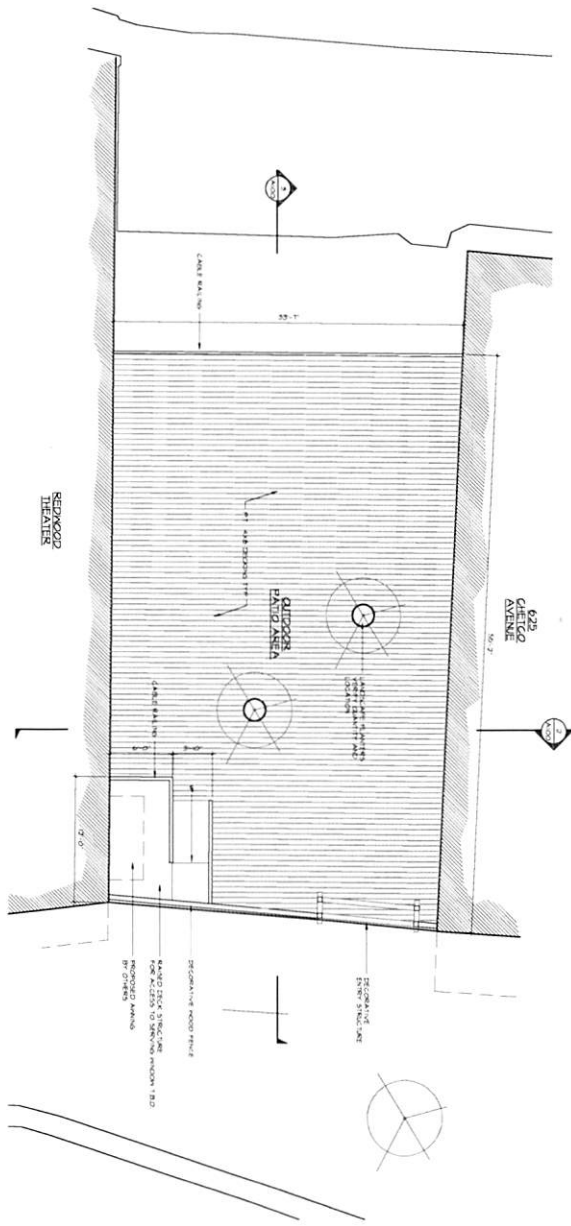
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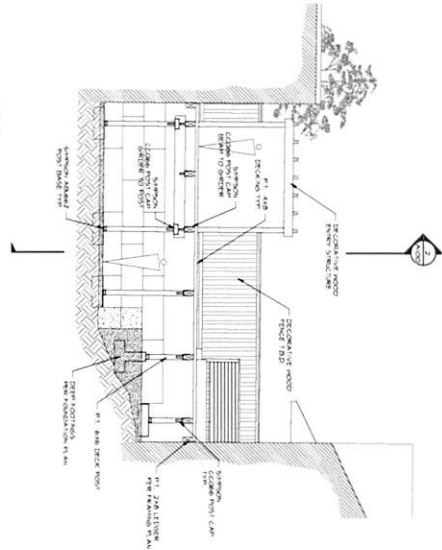
Bidders	Bid
Sage Bruce Construction	Refused
Rivers End Inc.	\$170,000
BK Quality Construction LLC	\$157,000

Attachments:

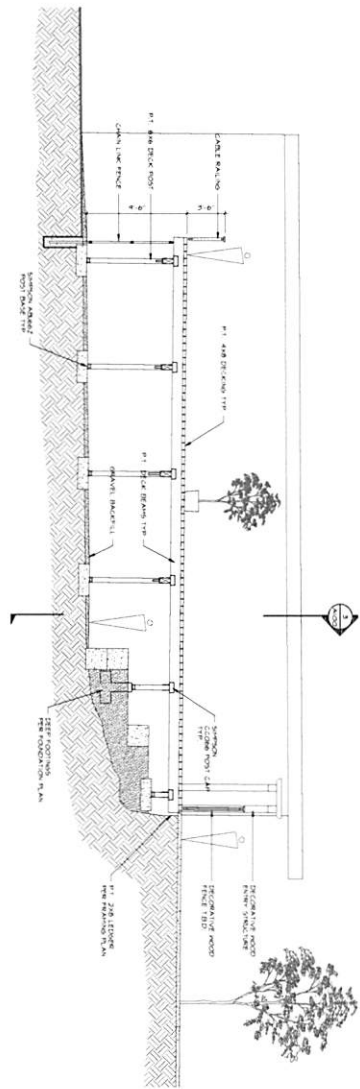
- a. Chetco Town Center Plan



1 PLAN
SCALE: 3/32" = 1'-0"



3 SECTION B
SCALE: 3/32" = 1'-0"



2 SECTION A
SCALE: 3/32" = 1'-0"

GENERAL NOTES
1. SEE PLAN FOR LOCATION OF PATIO AREA.
2. SEE PLAN FOR LOCATION OF PATIO AREA.

BARON DESIGNS ANTHONY BARON 17700 N. BROADWAY BROOKINGS, OREGON 97532 PH: (503) 468-4020	
CHETCO TOWNE CENTER 623 CHETCO AVENUE BROOKINGS, OREGON 97532	
PATIO PLAN & SECTIONS	
DRAWN: AJS DATE: 5/10/22	A100