

City of Brookings
MEETING AGENDA
Tuesday, January 2, 2024, 5:00pm

CITY COUNCIL WORKSHOP

EOC, 888 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics

1. Chetco Avenue Enhancements – Kittelson Traffic Study Presentation [Pg. 1]
 - a. ODOT Traffic Study Scope of Work [Pg. 3]
 - b. ODOT Technical Memorandum – Growth and Trend Analysis for US 101 from 5th Street to Oak Street for Railroad Street [Pg. 10]
2. South Coast Community Aquatics (SCCA) Pool Update [Pg. 13]
 - a. SCCA 2023 MOU [Pg. 14]
3. Transfer of County Orphan Parcels to the City [Pg. 22]
 - a. City/County correspondence April 13, 2022, including map of parcels [Pg. 23]
 - b. Order No. 23342, authorizing donation of property [Pg. 26]
4. Council Liaison Discussion/Appointments [Pg. 27]
 - a. Draft Council Liaison Spreadsheet [Pg. 28]
5. Capital Projects Update

D. Council Member Requests for Workshop Topics

E. Adjournment

CITY COUNCIL

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Discussion Items

1. Council Discussion regarding City Manager's Contract
2. Council Discussion regarding the hiring of Consultants


All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 541-469-1102 if you have any questions regarding this notice.


CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: January 2, 2024

Originating Dept: PWDS


Signature (submitted by)


City Manager Approval

Subject: Chetco Avenue Enhancements – Kittelson Traffic Study

Background/Discussion:

Over the past several decades, staff has received complaints regarding pedestrian safety, vehicle speed and lack of safe parking on Chetco Avenue in the downtown core. Community design committees, Downtown master plan, and strategic planning discussions indicate a need for some kind of relief to the downtown core portion of Chetco Avenue (Oak to Pacific). Action items discussed included enhanced pedestrian crossings, enhanced safety for on-street parking, enhanced visibility between vehicular and pedestrian interactions, general walkability of the downtown core, and the development of off-street parking.

Staff anticipated an increase in traffic volumes on Railroad Street once the street improvements projects were completed. The understanding was that much of the local traffic on Chetco Avenue in the downtown core area would be diverted onto Railroad ultimately reducing congestion in order to consider enhancements to Chetco Avenue in the downtown core area. Staff requested ODOT perform an analysis of current traffic counts on both Chetco Avenue and Railroad Street in order to determine if a lane reduction on Chetco Avenue could be supported by the data.

ODOT provided an analysis of the traffic volumes on both Chetco Avenue and Railroad Street and have determined that both have seen significant increased traffic volumes and that they do not support a lane reduction and instead recommended the city consider other alternative enhancements to Chetco Avenue in the downtown core area that match community goals while maintaining two through lanes of traffic in each direction through the downtown core area.

Staff presented ODOT Region 3 findings and recommendations to council at the February 6, 2023 workshop and again at the March 13, 2023 Council Meeting where staff was directed to request ODOT develop a scope of work for the traffic study, and to bring back an estimate on what the cost would be to perform the study.

On May 8, 2023, after receiving the Scope of Work from ODOT, Council directed staff to seek proposals from engineering firms. On June 12, 2023, Council awarded the traffic study project, to Kittelson & Associates, for \$30,292. Kittelson is a Portland based engineering firm with significant experience and credentials in the field of traffic engineering.

At this Workshop, Scott Beaird of Kittelson & Associates will be presenting their findings regarding traffic counts, movement patterns and design alternatives intended to achieve the objective of enhancing the safety of pedestrians in our downtown while preserving efficient traffic flow desired by ODOT.

Attachments:

- a. ODOT Traffic Study Scope of Work
- b. ODOT Technical Memorandum – Growth and Trend Analysis for US 101 from 5th Street to Oak Street for Railroad Street
- c. Kittelson & Associates Presentation



Oregon

Tina Kotek, Governor

Oregon Department of Transportation
Region 3, District 7
3500 NW Stewart Parkway
Roseburg, OR 97470
Phone (541) 315-5557
FAX (541) 774-6397

FILE CODE:

April 20, 2023

Anthony Baron
Public Works & Development Services
898 Elk Drive
Brookings, OR 97415

**SUBJECT: Traffic Study Scope of Work:
Brookings Downtown Area Improvements**

Tony,

The purpose of this letter is to define the scope of work for a Traffic Study, which evaluates the impact and feasibility of select highway reconfiguration options and pedestrian feature in the downtown core of Brookings. It is the Oregon Department of Transportation's (ODOT) understanding that this study is to be used as an engineering guide to support future decisions and will not act as policy or approval to implement any changes to the highway.

City of Brookings and ODOT staff have discussed goals and objectives of US-101 in the downtown core of the city and seek further engineering analysis of the section between Pacific Avenue and Alder Street. The study is intended to focus on the following elements:

- a. Roadway cross section usage: evaluate on street parking and necessary reductions of parking spaces needed to accommodate left turn lanes at intersections and to provide visibility enhancement at crosswalks.
- b. Evaluate impacts of eliminating left turns from the highway at unsignalized intersections in conjunction with signal and lane modification at Oak Street and Center Street to accommodate left turn lanes and signal phasing.
- c. Pedestrian crossing enhancements: provide recommendation for appropriate treatment of pedestrian crossings at Fern Avenue, Willow Street and Mill Street/Hillside Avenue intersections.

Scope of Work:

GENERAL

Analysis Study Area

The Study area includes US-101 Oregon Coast Highway between Pacific Avenue and Alder Street within the City of Brookings including the following intersections.

A. Signalized

US-101 @ Center Street

US-101 @ Oak Street

B. Un-signalized

US-101 @ Mill Street/Hillside Ave

US-101 @ Wharf Street

US-101 @ Fern Ave

US-101 @ Willow Street

DATA collection

1. Traffic Counts

Counts must be at least 5-hours long, with 15-minute breakdowns, collected from 1:00 PM to 6:00 PM, with vehicle classification and bike/ped data.

Count data to be collected at the following intersections:

- a) US-101 @ Center Street*
- b) US-101 @ Mill Street/Hillside Ave*
- c) US-101 @ Wharf Street*
- d) US-101 @ Fern Ave*
- e) US-101 @ Willow Street*

ODOT will provide recent count data for the intersection of US-101 @ Oak Street

2. Cross-Sectional Elements

Highway cross sections throughout study area showing:

- a) Sidewalk width
- b) Roadway surface width
- c) Travel Lanes and parking area widths
- d) Median Widths and type

3. Pedestrian Crossing Facilities

Pedestrian facilities:

- a) Type of pedestrian crossing control at each intersection/mid-block crossing
- b) Type of crossing enhancements at each crossing (illumination, markings, curb extensions, RRFB, etc.)

4. Other Roadway User Facilities

Identify location and type of bicycle and transit facilities along this section of US-101.

ANALYSIS PROCEDURES

For ODOT's *Analysis Procedures Manual* Refer to:
<http://www.oregon.gov/ODOT/Planning/Pages/APM.aspx>

1. Capacity Analysis

Capacity analysis of signalized intersections, unsignalized intersections, and roadway segments shall follow the established methodologies of the current Highway Capacity Manual (HCM 6th Edition). For signalized intersections, the overall intersection V/C shall be reported which will require manual calculations in accordance with the HCM 6th Edition. For unsignalized intersections, the highest approach V/C shall be reported, along with an indication of its corresponding movement and the related impacts created by the development.

Attached **Table 3.3.7** lists the ODOT default values for use in signalized intersection analysis. If multiple intersections are analyzed, the traffic volumes shall be balanced between intersection nodes. All intersection capacity analyses shall include heavy vehicles percentages by approach, as determined from manual counts.

Application of Computer software shall closely follow ODOT-approved analysis methodologies using ODOT standard parameter values. HCS 7 and Synchro/SimTraffic are examples of accepted analysis software. For further guidance, contact ODOT's Transportation Planning Analysis Unit (TPAU).

Raw traffic volumes will not be accepted for use in traffic analysis. All traffic volumes shall be seasonally adjusted to represent the 30th Highest Hour Volumes (30HV) for the Current Year, each anticipated phase completion, and the Future Year "background traffic" conditions, all with and with-out the development. ODOT does not normally accept traffic volumes deviating more than 30% of the average volume. Justification for deviation will be required. For guidance, please refer to ODOT's APM Analysis Procedure Manual v2 Chapter 5:

<http://www.oregon.gov/ODOT/Planning/Pages/APM.aspx>

2. Queue Length Analysis

Intersection operation analysis shall include the effects of queuing and blocking. Average queue lengths and 95th Percentile queue lengths shall be reported for all study area intersections. The 95th Percentile queuing shall be used for design purposes and will be reported to the next highest 25-foot increment. Any methodology used to determine queue length shall be approved in advance by either TPAU or the Region Traffic Section.

ANALYSIS REQUIREMENTS

1. Lane widths, tapers, and cross-sectional elements

Refer to the ODOT Highway Design Manual and technical bulletins <https://www.oregon.gov/odot/Engineering/Pages/Hwy-Design-Manual.aspx> for all highway design characteristics. For elements that are based upon highway design speeds and highway context, review and concurrence by ODOT Region 3 Roadway, Planning, and Traffic staff of context and design speed shall occur before use.

2. Left Turn Lane additions and turn restrictions

Proposed left turn lanes at unsignalized intersections and private approach roads shall meet installation criteria contained in the current APM v2 Chapter 12. For turn lane evaluation procedures, refer to:

<http://www.oregon.gov/ODOT/Planning/Pages/APM.aspx>

Proposed left turn lanes at signalized intersections shall meet approval requirements identified in the ODOT Traffic Manual [Traffic Manual, January 2023 Edition \(oregon.gov\)](#)

and ODOT Traffic Signal Policy and Guidelines, [2023 Traffic Signal Policy and Guidelines \(oregon.gov\)](#)

3. Traffic Signal Modifications

Analysis and recommendations related to modified traffic signals shall follow ODOT's Traffic Signal Policy and Guidelines, and the ODOT Traffic Manual. These documents can be found at:

[2023 Traffic Signal Policy and Guidelines \(oregon.gov\)](#) [Traffic Manual, January 2023 Edition \(oregon.gov\)](#)

4. Pedestrian Crossing Treatments

Analysis and recommendations related to pedestrian crossing treatments shall follow ODOT's Traffic Manual [Traffic Manual, January 2023 Edition \(oregon.gov\)](#) see Table 310.3 for uncontrolled marked crosswalk treatments

5. Traffic Distribution and Growth

This analysis shall use available transportation models in conjunction with the City of Brookings Transportation System Plan to estimate changes in traffic distribution patterns because of network changes (turn restrictions). Contact ODOT Transportation Planning Analysis Unit to initiate model requests.

Planned transportation system improvements anticipated within the 2034-year horizon shall be incorporated into the Future Year analysis. Base 2034 traffic conditions shall utilize growth rates identified in the Brookings TSP.

ANALYSIS OUTPUT

1. Executive Summary

Briefly describe the purpose of the analysis, principal findings, recommendations, and conclusions.

2. Traffic Volumes & Operations – Current Year

An analysis shall be made of all study intersections operations for current year volumes evaluating both existing conditions as well as each alternative configuration (addition of turn lanes/signal phasing). This analysis should provide the following:

- a) A graphic or table showing V/C and LOS analysis results.
- b) A graphic or table showing queue length estimates for all approaches, rounded to the next nearest 25-foot increment.

3. Traffic Volumes & Operations – Future-Year

An analysis shall be made of all study intersections for a 2034-year horizon, evaluating both no-build future conditions as well as each alternative configuration (addition of turn lanes/signal phasing/turn restrictions). This analysis should provide the following:

- a) A graphic or table showing V/C and LOS analysis results.
- b) A graphic or table showing queue length estimates for all approaches, rounded to the next nearest 25-foot increment.

4. Alternatives Findings

- a) Roadway cross section usage: evaluate on street parking and necessary reductions of parking spaces needed to accommodate left turn lanes at intersections and to provide visibility enhancement at crosswalks.
 - i. A graphic showing existing and proposed alternative cross sections, depicting highway surface and lane lines.
 - ii. A graphic or table identifying on-street parking impacts.
 - iii. A planning level cost estimate for conceptual improvements.
 - iv. Identification of potential implementation challenges (design exceptions, etc.)
 - v. Describe how proposed alternative cross sections will impact bicycle and transit facilities/users.
- b) Evaluate impacts of eliminating left turns from the highway at unsignalized intersections in conjunction with signal and lane modification at Oak Street and Center Street to accommodate left turn lanes and signal phasing.
 - i. A graphic showing existing and proposed alternative cross sections, depicting highway surface and lane lines.
 - ii. A graphic or table identifying on-street parking impacts.
 - iii. A planning level cost estimate for conceptual improvements.
 - iv. Identification of potential implementation challenges (design exceptions, etc.)
 - v. Proposed solution for implementing turn restrictions (median, signs, etc.) with supporting data on effectiveness.
 - vi. Detailed description or graphics showing out of direction travel due to turning restrictions.
 - vii. Describe how bicycle and transit facilities/users will be impacted.
- c) Pedestrian crossing enhancements: provide recommendation for appropriate treatment of pedestrian crossings at Fern Avenue, Willow Street and Mill Street/Hillside Avenue intersections.
 - i. A graphic showing existing and proposed crossing treatments.
 - ii. Engineering justification to support recommend pedestrian crossing features.
 - iii. A graphic or table identifying parking, right-of-way, or turning movement impacts.
 - iv. Description of impact to bicycle and transit facilities/users.
 - v. A planning level cost estimate for conceptual improvements.

5. Conclusions and Recommendations

Summarize existing conditions, future conditions, and effectiveness of each alternative related to study objectives. Identify any obstacles to implementation (roadway width,

parking impacts, cost, etc.) and potential paths forward, or fatal flaws, of alternatives. Make recommendations of highway improvements options that should be considered for implementation.

Please include this scope of work as an appendix item in the study

We hope this will provide enough information to get started on the analysis. We are pleased to work with you and your staff to answer any questions that arise during your work. Additional coordination of traffic analysis data may be required during the review process.

Please contact me directly at 541-315-5557 if you have comments, questions, or require additional information regarding traffic engineering issues.

Sincerely,

Aaron Brooks

Aaron Brooks, P.E.
Interim Region 3 Traffic Unit Manager

***Default
Signal
Parameters***

Table 3.3.7: ODOT Default Parameters for Use With Signalized Intersection Analysis Methodologies	
Total Lost Time	4 seconds per phase minimum for typical intersections, more for large or complex intersections.
Peak Hour Factor	For future year analysis: <ul style="list-style-type: none"> • 0.95 for major arterial-major arterial; • 0.92 for major arterial-minor arterial; • 0.90 for minor arterial-minor arterial; • 0.88 for minor arterial-collector; • 0.85 for collector-collector or lower classification Unless better information is available, such as for a school or industrial use.

<p>Ideal Saturation Flow Rate</p>	<p>Field measurement should be consistent with methodology laid out in the HCM 2010. Saturation flow rate worksheets must be included in the documentation.</p> <p>Where field measurements are not done,</p> <ul style="list-style-type: none"> • Outside of the Portland, Salem and Eugene MPO urban areas the unadjusted saturation flow rate is 1750 passenger cars per hour of green per lane (pcphgl). • Inside the Portland, Salem and Eugene MPO urban growth boundaries an unadjusted saturation flow rate of 1900 pcphgl may be used, unless one or more of the following conditions is present, in which case 1750 pcphgl shall be used. Conditions indicating use <ul style="list-style-type: none"> • On-street parking • Greater than 5% trucks • Roadways intersect at severe skew angle • One or more driveway approach(es) with a combined volume in excess of 5 vph, are present downstream of the intersection within the functional area (see Chapter 4) or upstream within the length of the standing queue • Poor signal spacing or observed queue spillbacks between signals during the peak hour, or • Less than 12 foot travel lanes
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Oregon

Kate Brown, Governor

Department of Transportation

Region 3 Traffic

3500 NW Stewart Parkway
Roseburg, OR 97470
Phone 541-957-3541

TECHNICAL MEMORANDUM

TO: Glen Pederson
Interim District 7 Manager

FROM: April Chase, PE
Region 3 Traffic Operations Engineer

DATE: November 1, 2022

SUBJECT: Growth and Trend Analysis for US 101 from 5th Street to Oak Street for Railroad Street

The purpose of this memo is to provide a growth comparison of counts collected in 2013 and 2022 on US 101 at 5th Street and Oak Street which connects to Railroad Street. Additional counts were collected on Railroad Street at 5th Street and Center Street to provide analysis of the traffic patterns on Railroad Street.

Background/Location

US 101 is an Oregon Scenic Byway that predominately runs north and south. The area was expected to experience significant growth and a Tech Memo was prepared by the Transportation Planning Analysis Unit (TPAU) in 2004. The report highlighted the section of US 101 between 5th Street and Oak Street with proposed alternative concepts to improve operations at these locations. Since then, there have been planning efforts that included this same segment. Those reports include the 2014 US 101 Striping & Lighting Corridor Review, the Brookings Transportation System Plan from May 2017, and the Oregon Coast Bike Route Plan from February 2021.

Growth Volume Analysis

To provide an updated vehicle volume growth evaluation, per vehicle class counts were collected in 2022 during the same period of late April and early May to match what was collected in 2013 on US 101 at 5th and Oak Streets. Table 1 compares the total unadjusted volumes from 2013 to 2022 at those intersections. The results indicate there is about twice as much growth occurring at 5th Street compared to Oak Street:

Table 1: Percent Growth on US 101 at 5th St and Oak St

Growth Analysis 12:00pm to 6:00pm				
Location	Volume 2013	Volume 2022	Annual Growth	Total Growth
US 101 @ 5th St	10029	11616	1.76%	15.82%
US 101 @ Oak St	9869	10473	0.68%	6.12%

A general review of the data at the intersection of US 101 at 5th Street indicates the most significant volume turning movement increases were for the NB-lefts and EB-rights with an average of 40 and 27 vehicles per hour (vph) respectively, and NB-rights showing the only decrease, averaging a reduction of about 25vph. At US 101 and Oak Street, the highest volume turning movement increase was the NB-right with an average increase of 57vph and the SB-left had the largest decrease with an average decrease of 27vph.

Per vehicle class counts were collected on Railroad Street at the intersections of 5th Street and Center Street to analyze traffic flow, turning movements, and heavy vehicles on Railroad Street. Comparing these counts to the counts on US 101 at 5th and Oak Streets, the slight changes in the turning movement vehicle volumes on US 101 from 2013 to 2022 are likely due to the businesses along Railroad Street, namely the Fred Meyers shopping center.

Future volumes were developed following APM methodology using the Future Volume Tables and linear growth. Table 2 shows the 2027 volumes from the 2004 Tech Memo compared to the 2013 and 2022 volumes developed into 2027 future volumes:

Table 2: Project Future 2027 Volumes

Future Growth Analysis - Peak Hour 12:00pm to 1:00pm			
Location	Projected 2027 in 2004 Tech Memo	Projected 2027 from 2013 count	Projected 2027 from 2022 count
US 101 @ 5th St	3842	3030	3116
US 101 @ Oak St	3561	2656	2807

The existing August 2013 volume counts on Railroad Street between 5th Street and Center Street were developed using APM methodology. Volumes were adjusted to a per vehicle count for comparison to the May 2022 per vehicle counts. The results for the growth comparison are shown in Table 3:

Table 3: Percent Growth on Railroad St

Growth Analysis Railroad Street				
Location	Volume 2013	Volume 2022	Annual Growth	Total Growth
5th St	4901	5598	1.58%	14.22%
Center St	5162	6087	1.99%	17.92%

The nominal annual growth of less than 2% supports the businesses growth along Railroad Street.

The heavy vehicle (HV) percentages on Railroad Street were computed using the per vehicle class counts collected in May 2022. Railroad Street between 5th and Center Streets has 3.46% HV's and remains about the same at 3.16% going NB to US 101. There is an increase after Center Street to 20.03% HV's for traffic coming from the south and heading EB which is likely attributed to the mill on Center Street just south of the intersection of Railroad Street and Center Street.

The heavy vehicle percentages were computed for the intersections of US 101 at Center and Oak Streets and resulted in 3.15% HV and 3.02% HV, respectively, which indicated most of the heavy vehicles on Railroad Street are not using those road intersections to gain access to US 101.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: January 2, 2024

Originating Dept: Finance & Admin

Signature (submitted by)


City Manager Approval

Subject:

South Coast Community Aquatics (SCCA) Pool Update.

Background/Discussion:

The City entered into a Memorandum of Understanding (MOU) with South Coast Community Aquatics (SCCA) to mutually operate the Municipal Pool for the 2023 season. The MOU allowed designated representatives of SCCA, operating as city volunteers, to shadow and offer suggestions regarding the management of the pool during the 2023 season. This allowed SCCA to have a better understanding of pool operations in order to draft a long-term agreement that would ultimately benefit the city and the community by providing a management structure that in the future would require fewer city resources in staffing and establish a schedule that could seasonally open the pool earlier and close later.

SCCA completed a review of the 2023 Pool Season, and some of their board members presented it on PowerPoint at the October 16, 2023 workshop.

The options Council considered at that time were:

1. Let current MOU lapse, and end March 2024.
2. Renew current MOU for another year.
3. Begin working with SCCA on long-term agreement.

Consensus was to bring back a new long-term agreement to a regular City Council meeting for a vote. Since we have new Council members, we elected to bring the concept back to a workshop, prior to a regular council meeting. SCCA board members will be available at the meeting for questions.

Attachment:

- a. SCCA 2023 MOU

**MEMORANDUM OF UNDERSTANDING TO
ASSIST
with OPERATIONS and
MANAGEMENT of the
CITY of BROOKINGS MUNICIPAL
SWIMMING POOL**

THIS AGREEMENT is made and entered into this March ____, 2023, ("Effective Date") by and between the City of Brookings, whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 and South Coast Community Aquatics, whose address for any formal notice is 509 Hemlock Street, Brookings, OR 97415, collectively referred to as the "Parties".

RECITALS

- A. The City of Brookings, Oregon ("Brookings") owns, operates, and manages the Municipal Pool located at 1130 Ransom Ave., Brookings, Oregon ("Pool") for the public benefit; and
- B. South Coast Community Aquatics is an Oregon Nonprofit Corporation ("SCCA"), whose mission is to support Brookings in promoting, operating and managing the Pool. In 2023, this Agreement is intended to allow SCCA the opportunity to gather information, which may allow it to obtain future funding and to take over future Pool operation and management.
- C. At the end of the 2023 Pool Season, Brookings and the SCCA will determine whether the performance of this Agreement has been beneficial to the Parties. If the Parties agree that it has been beneficial, the Parties will consider extending this Agreement with the SCCA assuming greater oversight of the Pool and obtaining private funding for support of the Pool.

NOW THEREFORE, Brookings and SCCA agree as follows:

1. DEFINITIONS

"Pool Manager" is a Brookings employee and a SCCA Board Director, who will manage the Pool and who will be the liaison between Brookings and SCCA in performing this Agreement. Appendix A sets forth the duties and responsibilities of the Pool Manager.

2. TERM

2.1 The Initial Term of this Agreement will be for One (1) year commencing on March ____, 2023 (the "Commencement Date") and ending March ____, 2024. Thereafter, this Agreement will be extended by written agreement only.

2.2 Either party may terminate this Agreement for good cause by providing the other party with formal written notice not less than Sixty (60) calendar days prior to termination.

2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Brookings for nonpayment of SCCA's invoices, SCCA may terminate this Agreement if Brookings fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.

2.4 Upon notice of termination by Brookings, SCCA shall assist Brookings in assuming operation of the Pool.

3. SCCA RESPONSIBILITIES

3.1 SCCA will execute Brookings' volunteer agreements to establish its relationship as that of volunteers.

3.2 SCCA shall perform the services set forth in Appendix B and communicate with Brookings through the Pool Manager.

- 3.3 SCCA shall perform the services with the degree of skill and diligence as directed by Brookings.

4. BROOKINGS RESPONSIBILITIES

- 4.1 Brookings shall perform the services set forth in Appendix C and communicate with the SCCA through the Pool Manager.
- 4.2 Brookings will pay for all Capital Expenditures to operate the Pool. Any loss, damage or injury resulting from Brookings' failure to provide Capital Expenditures and/or funds when reasonably requested by SCCA shall be the sole responsibility of Brookings.
- 4.3 Brookings shall maintain the Pool, land, buildings, facilities, easements, licenses, structures, rights-of-way, and equipment presently or subsequently acquired by Brookings, all of which will remain the exclusive property of Brookings, unless specifically obtained by SCCA and otherwise agreed upon in writing by the Parties.
- 4.4 Brookings will provide all insurance to maintain and operate the Pool. This includes but is not limited to vehicle, equipment, general liability, and worker's compensation insurance.

5. INDEMNITY AND LIABILITY

- 5.1 In 2023, SCCA is only acquiring information about the operations, administration, and management of the Pool. Accordingly, Brookings will indemnify, hold harmless and defend SCCA from any claim which may arise from or is related to this Agreement.
- 5.2 In no event will SCCA, its subcontractors, officers or employees be liable for Brookings' incidental, special, indirect, or consequential damages, whether such liability arises from breach of contract or warranty, tort-including negligence, strict or statutory liability, or any other cause of action.
- 5.3 SCCA's responsibility is to operate the facility in compliance with current laws and regulations as directed by Brookings. SCCA is not assuming or accepting assignment of any duties or responsibilities that cannot be assumed or assigned by a nongovernmental agency.

6. FINES AND CIVIL PENALTIES

SCCA will not be liable for fines or civil penalties which result from violations that arise from or are related to Brookings operations and management of the Pool.

7. INSURANCE

- 7.1 SCCA shall maintain Errors and Omissions coverage for its Board members. All other insurance to operate and maintain the pool will be provided by Brookings.
- 7.2 SCCA shall not maintain general liability insurance because its relationship with Brookings is that of a volunteer and will therefore be subject to coverage by Brookings.

8. UNFORESEEN CIRCUMSTANCE

- 8.1 Neither party will be liable to the other for damages, delays, or failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The

party invoking this clause shall notify the other party immediately by verbal communication and then in writing regarding the nature and extent of the Unforeseen Circumstance within ten (10) business days after its occurrence, and the Parties shall take reasonable measures to mitigate any impact from an Unforeseen Circumstance.

- 8.2 In the case of an Unforeseen Circumstance, Brookings agrees to pay any costs incurred by SCCA in connection with such Unforeseen Circumstance.

9. ACCESS TO FACILITIES AND PROPERTIES

- 9.1 Brookings will provide SCCA 24-hour per day access to the Pool and its personnel to perform this Agreement.
- 9.2 Brookings will provide SCCA with complete access to purchasing records, Pool systems' data, Pool related financial and accounting records, Pool employee records, policies, instructional manuals, and any other information which relates to the operation, management and administration of the Pool.

10. CHANGES

Brookings and SCCA, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

11. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no right or benefit to anyone other than Brookings and SCCA and has no third-party beneficiaries.

12. JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

13. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

14. AUTHORITY

Both Parties represent and warrant to each other that the execution, delivery, and performance of this Agreement have been duly authorized by the responsible parties thereof.

NOTICE

Whenever either party desires to give notice to the other, the notice must be in writing. Notices may be sent certified mail, return receipt requested to the addresses in the introductory paragraph of this Agreement or via email to the following email addresses with written confirmation of receipt.

SCCA: 

Brookings City Manager: James K. Howard

Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

15. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms or conditions are completed, and will be fully enforceable by either party.

16. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A Pool Manager

Appendix B SCCA Duties and Responsibilities

Appendix C Brookings Duties and Responsibilities

IN WITNESSETH WHEREOF, the Parties execute below:

South Coast Community Aquatics.

The City of Brookings

Name: Valerie Jensen
Title: President
Date: 4/13/2023

Name: James K. Howard
Title: City Manager
Date: 4/13/2023

APPENDIX A-Pool Manager

- 1) BROOKINGS will hire a POOL MANAGER, mutually agreed to by Parties, as the full-time seasonal benefited employee.**
 - i) Term- Pool Manager employment term will be from May through September as a seasonal full-time employee of the BROOKINGS.**
 - ii) Relationship with SCCA-Pool Manager will operate and manage the Pool, with all daily pool management, public communications, and general Pool administration being reported and administered by the SCCA at the directive of Brookings.**
 - iii) Job Description: The POOL MANAGER's job duties will follow the BROOKINGS's published Job Description**

to include at a minimum:

 - a. Identify maintenance needs, and facilitate repairs as needed with BROOKINGS staff or assigned contractors.**
 - b. Create and enforce schedules for employees, swimming lessons, and pool usage.**
 - c. Manage the ordering of chemicals and maintenance supplies; and oversee daily cleaning and maintenance of the pool and building.**
 - d. Manage communication with BROOKINGS for all expenditures.**
 - e. Manage and be responsible for the collection of all pool revenue to be turned over to the BROOKINGS.**
 - f. Manage pool employees and ensure BROOKINGS employee policies are followed.**
 - g. Communicate with the BROOKINGS as needed.**
 - h. Participate in the hiring and training of the Lifeguards.**
 - i. Assist SCCA in the marketing and overall public awareness of the pool to increase usage.**
 - j. Assist SCCA with special pool events (movie nights, private rentals, etc.)**

APPENDIX B-SERVICES PROVIDED BY SCCA

SCCA will provide the following services-

- i) SCCA will establish pool schedules and recommend season fees for BROOKINGS approval. SCCA will determine the season closing date dependent upon available funds.
- ii) SCCA will recruit, interview, make hiring recommendations, and train for pool duties". All HR training, by BROOKINGS, will be attended by appropriate SCCA Board members and PM. All Brookings HR Policies will be enforced by SCCA.
- iii) SCCA & PM will prepare the pool for the 2023 season starting in April and acquire budgeted equipment.
- iv) SCCA will schedule and oversee the Lifeguard training including hiring certified lifeguard trainer, days or hours for training as well as any necessary logistical arrangements for trainer.
- v) SCCA will continuously search and apply for various grants on behalf of the pool facility. For grants requiring BROOKINGS application, SCCA will collaborate with BROOKINGS to complete the application for BROOKINGS to submit. When such money is acquired, it will be directly turned over to BROOKINGS for the purpose(s) established in the grant.
 - a. The primary objectives of the grant applications are to provide health, water safety, rehabilitation services, and enjoyment of community assets to our entire community.
 - b. SCCA will continue to pursue additional agreements with outside entities to increase programming and community participation.
- vi) SCCA will schedule and implement new programs along with expanding existing opportunities to increase attendance and revenue.
- vii) SCCA will research and evaluate a point of sale ("PoS) cash register system that is electronically linked to pool passes allowing less room for error, non-payers, thus bringing in more revenue. Decision for the purchase of the PoS will be made after completion of the 2023 season when it is determined what accounting system will be applicable.
- viii) SCCA will assist BROOKINGS providing input into all financial and operational decisions.
- ix) Prior to the start of this season, SCCA and BROOKINGS will establish the accounting expenditure categories for the financial records. At the end of every month, PM and BROOKINGS accounting will meet to review the records. SCCA may additionally maintain their own records, including revenue, labor and maintenance.
- x) SCCA will maintain a policy of liability, if appropriate, and director's E & O coverage.

APPENDIX C-SERVICES PROVIDED BY BROOKINGS

BROOKINGS will provide the following-

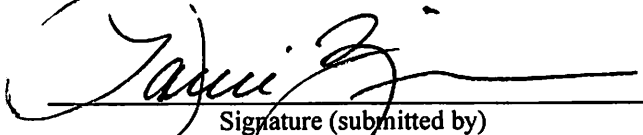
- i) **BROOKINGS will employ all of the pool staff and assume all Human Resources (HR) functions.**
- ii) **BROOKINGS will conduct the employee HR training, on-boarding, and associated documentation with the assistance of PM.**
- iii) **BROOKINGS will maintain all fiscal responsibility and accounting for the 2023 season. This will include funding for revenue generating events such as movie nights, pool rentals, advertising/ flyers.**
- iv) **BROOKINGS will provide SCCA with full access to all accounting on a monthly basis (or when requested as needed) including invoices, payroll, revenues, allocations, etc. allocated to the pool..**
- v) **Brookings shall provide to SCCA all data in Brookings' possession relating to maintaining and operating the Pool, including, but not limited to, operations and maintenance manuals, warranties or any other data necessary to operate, manage and maintain the Pool. SCCA may reasonably rely upon the accuracy and completeness of the information provided by the Brookings.**


CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: January 2, 2024

Originating Dept: PW/DS


Signature (submitted by)


City Manager Approval

Subject: Transfer of County Orphan Parcels to the City

Background/Discussion:

Curry County has agreed to the transfer of several properties (orphan parcels) to the City of Brookings at the end of Glenwood Drive and Seacrest Lane. The properties include roadways and utility (storm, water and sewer) easements as well as one tax lot (see attached map).

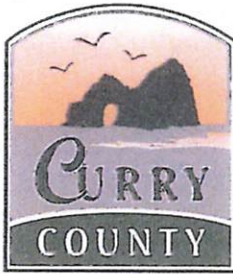
The City initially approached the County to request an easement through tax lot 1200 in order to tie in a storm drain for Seacrest Estates Subdivision Phase 3 to an existing storm drain at the end of Lot 200. This connection eliminated the disruption of existing water infrastructure near the existing Seacrest Reservoir. The County responded with a verbal request to have city council consider transfer all of the properties highlighted in the attached map, to the City. The County then followed up with a formal approval under their consent calendar at the December 6, 2023 Board of Commissioners (BOC) meeting.

Council discussed options on what to do with the orphan parcels at the January 3, 2022 workshop. One option included a transfer of the roadways back to the subdivisions for which they were created as private roads. This option would require the homeowner association of those subdivisions to accept the transfer from the city. A second option would be the city keep them as public roads. Both options include the city retaining lot 1200 for stormwater enhancements.

Curry County authorized the donation of this certain real property by Order No. 23342 on December 6, 2023. Staff recommends Council proceed with accepting the properties from Curry County.

Attachments:

- a. City/County correspondence April 13, 2022, including map of parcels
- b. Curry County Order No. 23342, authorizing donation of property



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COUNTY LEGAL COUNSEL
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PopeA@co.curry.or.us

April 13, 2022

Anthony Baron
Public Works & Development Services Director
City of Brookings
898 Elk Drive
Brookings, OR 97415
abaron@brookings.or.us

**Re: Harris Heights – Seacrest
Orphan Lots**

Mr. Baron,

I am in receipt of your correspondence regarding providing utility easements through, or the possible transfer of several 'orphan' lots in the Harris Heights Subdivision.

It is our understanding that the City of Brookings is requesting several easements for right-of-way, storm drain, and utility line purposes in line with pending further housing development. After further research, we have ascertained that the requested easements are already in existence for those lots.

After discussion with the Board of Commissioners, as well as the County Roadmaster, it has been determined that the orphan parcels will be conveyed to the City of Brookings to assist with the development of a new housing subdivision.

It is the opinion of the County that transferring the above-referenced parcels to the City of Brookings is the most effective way in which to resolve this situation and allows for the most flexibility for the City of Brookings to utilize these lots for the development of housing.


Below is a list that should provide some clarification regarding several of the lots, as well as designations already in place, for your reference.

SEACREST PHASE I	HARRIS BEACH PHASE IV	HARRIS BEACH PHASE V
R27393 (TL 804) Common Open Space	R27438 (TL 500) Public Utility Easement and Private Drive	R11797 (TL 200) Public Utility Easement
R22531 (TL 1200) Common Open Space	R27448 (TL 1500) Glenwood Drive	R34053 (TL 209) Public Utility Easement and Private Drive
	R 27443 (TL 1000) Public Utility Easement	R34049 (TL 205) Public Utility Easement
		R37813 (TL 218) Public Utility Easement

You had spoken of an additional 'orphan' lot located on or near Dawson Road. My research indicates that there are two; R24756, which appears to be the South half of Holmes Drive; as well as R26207, which seems to be a residential access road or alley. It is also the consensus of our Board that these lots be transferred to the City of Brookings.

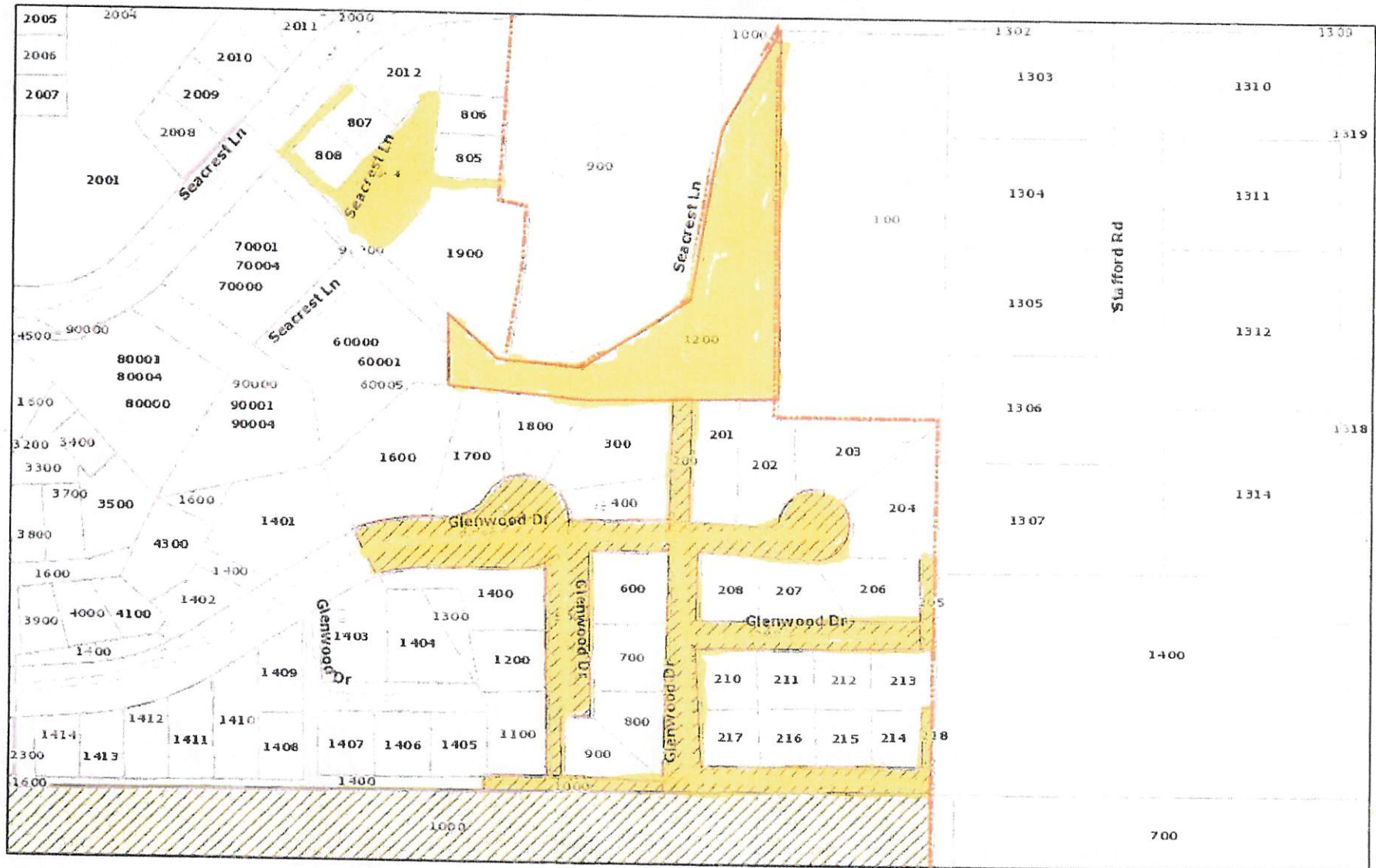
We look forward to working with you to complete these transfers.

Respectfully,



Anthony Pope, OSB No. 192939
Curry County Legal Counsel

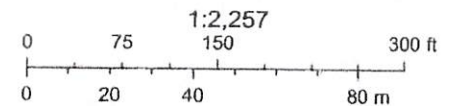
Curry County Web Map



10/12/2021, 4:37:56 PM

- | | | | |
|--------------|----------------------|---------------|-----------------------|
| Override 1 | Public Owned Parcels | Federal | Parcels |
| Highways (1) | Local Govt | Parcel Labels | Urban Growth Boundary |
| All Roads | State | City Limits | Counties |

The information on this map was derived from digital databases from the Curry County regional geographic information system by LCOG. Care was taken in the creation of this map, but is provided "as-is". Curry County and LCOG cannot accept any responsibility for



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, USGS, EPA, USDA

Created by LCOG for Curry County

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

In the Matter of an Order Authorizing)
the Donation of Certain Real Property to)
the City of Brookings)
)

ORDER NO. 23342

WHEREAS, the County currently owns certain parcels of land in the Brookings area, as follows:

Seacrest / Glenwood Subdivision

Curry County Tax Account R27393
Curry County Tax Account R22531
Curry County Tax Account R27438
Curry County Tax Account R27448
Curry County Tax Account R27443
Curry County Tax Account R11797
Curry County Tax Account R34053
Curry County Tax Account R37813

Dawson Road Area

Curry County Tax Account R24756
Curry County Tax Account R26207

WHEREAS, upon discussion with the City of Brookings, the City is willing to accept ownership of the parcels; and

WHEREAS, transfer of the parcels to the City will allow them to return to County Tax Rolls.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the above-referenced properties shall be transferred to the City of Brookings via Quitclaim Deed.

DATED this 6th day of December, 2023.

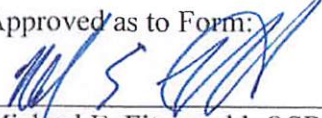
BOARD OF CURRY COUNTY COMMISSIONERS



John Herzog, Chair



Brad Alcorn, Vice Chair

Approved as to Form:


Michael E. Fitzgerald, OSB #950738
County Legal Counsel



Jay Trost, Commissioner

CJ2023-375 376
Curry County Clerk, Shelley Denney
Filed Date 12 / 19 / 23
Time 10:45 AM - 1pg
Deputy S. Lindsey Harris

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: January 2, 2024

Signature (submitted by)

Originating Dept: Finance & Admin



City Manager Approval

Subject:

Council Liaison Discussion/Appointments

Background/Discussion:

The Council liaison positions have traditionally been reviewed periodically, with a change in elected position(s) or by the request of the Mayor or a Councilor. The City Council last visited Council liaison positions January 9, 2023.

With three new Councilors, we have several vacancies. Many are optional, and can be filled by an elected official or staff. In addition to filling the vacant positions, the Mayor and/or Councilors might want to change representation on some committees, commissions, or boards.

The spreadsheet of these positions is attached for review and discussion. Those that were recently vacated by a change in elected positions are blank. Not all positions require an alternate.

Attachment:

- a. Draft Council Liaison Spreadsheet

Council Committee Liaisons as of 12/21/2023

Organization	Member	Liaison	Appointee	Alternate	When	Where
Brookings/Harbor School District 17C		X	Hodges		Monthly/3rd Wed, 5:30PM	K-School library
Curry County Commission		X			Varies, normally 6PM	Courthouse Annex, GB
Curry County Recycling		X	Baron	Howard	3rd Tues, 1st month of each quarter, 10AM-12PM	Curry County Commissioners Hearing Room
Harbor Sanitary District	X			Howard	No set dates/times	City Hall or HSD Office
Household Hazardous Waste (HHW) Steering Committee	X		Baron	Howard	As Needed	Coos County (can be attended via phone)
League of Oregon Cities Voting Delegate	X			Attendee	Annual	LOC Conference
Parks and Recreation Commission		X			Bi-monthly/3rd Thurs, 7PM	Council Chambers
Planning Commission		X	Baron		Monthly/1st Tues, 7PM	Council Chambers
Port of Brookings Harbor		X	Martin		Monthly/3rd Tues, 7PM	Port Office
Sudden Oak Death Task Force	X			Baron	As Needed	Varies/Statewide
Border Coast Regional Airport	X			Howard	Monthly, 1st Thurs, 2PM	Crescent City
South West Area Commission Transportation (SWACT)	X		Howard	Baron	Bi-monthly, Fri, 10AM	Coquille (virtual)
Façade Improvement Review Committee	X				As Needed	City Hall