City of Brookings

MEETING AGENDAS

CITY COUNCIL

Monday, June 22, 2026, 5:30pm

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

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 Council minutes for June 8, 2026 [Pg. 1]
2. Receive monthly financial report for May 2026 [Pg. 2]

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

1. Resignation of Councilor Kristi Fulton and filling vacant council position [Pg. 8]
   a. Anthony Bond Application [Pg. 9]
   b. Jim Turner Application [Pg. 11]
   c. Nick Chapman Application [Pg. 14]
   d. Robert Naugle Application [Pg. 17]
2. Increase appropriations due to grants and donations for FY 2025-26 budget [Pg. 22]
   a. Resolution 26-R-1298 Accept grants and donations and make appropriations [Pg. 23]
3. Increase appropriations from insurance proceeds for FY 2025-26 budget [Pg. 25]
   a. Resolution 26-R-1299 Accept insurance proceeds and make appropriations [Pg. 26]
4. Amendment No. 1 to OWRD Agreement for Ferry Creek Dam Permitting Work [Pg. 27]
   a. Amendment No. 1 to Agreement WRD 296 020 [Pg. 28]
   b. Agreement WRD 26 020 [Pg. 32]
   c. Ferry Creek Dam Removal Project Overview [Pg. 45]
   d. Ferry Creek Dam Removal Project Area Map [Pg. 46]
5. Amendment for additional funding for the Wild Rivers Film Festival [Pg. 47]
   a. Signed Cover Letter from Sue Wright [Pg. 48]
   b. Amended TEFA Application [Pg. 49]
   c. Digital Marketing Plan [Pg. 50]

G. Remarks from Mayor, Councilors and City Manager

H. Adjournment

Continued on Next Page

WORKSHOP

Immediately following Council Meeting

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

A. Call to Order

B. Roll Call

C. Topics

1. Amendment to Tourism Event Fund Assistance Application [Pg. 64]
   a. Current TEFA Application [Pg. 65]
2. System Development Charges Discussion [Pg. 67]
   a. DLCD Memo [Pg. 68]
   b. Sample Waiver Municipal Code [Pg. 81]

D. Council Member Requests for Workshop Topics

E. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. 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 the City Recorder at 541-469-1102 if you have any questions regarding this notice or would like to provide public comment electronically. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel: https://www.youtube.com/@cityofbrookingsoregon8039 clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, June 8, 2026

Call to Order
Mayor Phoebe Pereda called the meeting to order at 5:31 PM

Roll Call
Council Present: Mayor Phoebe Pereda, Councilors Kristi Fulton, Clayton Malmberg, Andy Martin and Jim Jollota; a quorum present
Staff Present: City Manager Tim Rundel, Public Works & Development Services Director Tony Baron, Public Works & Development Services Deputy Director Lauri Ziemer, City Attorney Lori Cooper (Zoom) and Public Works & Development Services Administrative Assistant Michelle Robidoux
Media Present: None
Others Present: 10 audience members

Ceremonies/Appointments/Announcements
Mayor Pereda awarded the Supreme Americanism Week Proclamation to the Emblem Club

Oral Request and Communications from the audience
1. Mike Frederick – spoke about Transient Lodging Tax Funding.

Consent Calendar
1. Approve Council minutes for May 27, 2026

Councilor Martin moved and Councilor Jollota seconded to approve the Consent Calendar as presented. Motion passed; Mayor Pereda, Councilors Fulton, Malmberg, Martin and Jollota voting "aye" [5:0].

Staff Reports and Public Hearings
1. Crosswalk Maintenance Agreement with ODOT
Staff report presented by Tony Baron

Councilor Fulton moved and Councilor Martin seconded to authorize the City Manager to execute an Intergovernmental Agreement with the Oregon Department of Transportation for crosswalk maintenance on US 101 in the City of Brookings. Motion passed; Mayor Pereda, Councilors Fulton, Malmberg, Martin and Jollota voting "aye" [5:0].

Remarks from Mayor, Councilors and City Manager
Councilor Malmberg requested to have the City advocate to have input on ODOT projects. Councilor Martin remarked on TLT funds and tourism. Councilor Fulton announced her resignation from the City Council. City Manager Rundel thanked Councilor Fulton for her service. Mayor Pereda agreed on the need to have City input on ODOT Projects and requested an update of TPAC funds. A plaque was presented to Councilor Fulton and Council thanked Councilor Fulton for serving as a City Councilor.

Adjournment
Mayor Phoebe Pereda adjourned the meeting at 6:02 PM.

Respectfully submitted:

ATTESTED:
this 22th day of June, 2026:

Phoebe Pereda, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	4,680,220.00	95,986.04	4,468,710.59	211,509.41	95.5
	LICENSES AND PERMITS	327,000.00	28,648.16	261,424.58	65,575.42	80.0
	INTERGOVERNMENTAL	292,700.00	2,782.07	120,782.80	171,917.20	41.3
	CHARGES FOR SERVICES	1,077,500.00	14,762.65	286,869.74	790,630.26	26.6
	OTHER REVENUE	175,500.00	13,956.89	256,743.56	(81,243.56)	146.3
	TRANSFERS IN	779,400.00	.00	779,400.00	.00	100.0
		7,332,320.00	156,135.81	6,173,931.27	1,158,388.73	84.2
	EXPENDITURES					
JUDICIAL:						
	PERSONAL SERVICES	41,083.00	4,365.47	48,648.00	(7,565.00)	118.4
	MATERIAL AND SERVICES	12,850.00	325.00	5,221.40	7,628.60	40.6
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		53,933.00	4,690.47	53,869.40	63.60	99.9
FINANCE AND ADMINISTRATION:						
	PERSONAL SERVICES	461,889.00	34,069.29	410,780.01	51,108.99	88.9
	MATERIAL AND SERVICES	243,100.00	13,736.68	225,797.18	17,302.82	92.9
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		704,989.00	47,805.97	636,577.19	68,411.81	90.3
POLICE:						
	PERSONAL SERVICES	4,020,285.00	335,519.42	3,676,848.72	343,436.28	91.5
	MATERIAL AND SERVICES	268,500.00	18,364.27	235,812.87	32,687.13	87.8
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	104,747.00	.00	.00	104,747.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		4,393,532.00	353,883.69	3,912,661.59	480,870.41	89.1
FIRE:						
	PERSONAL SERVICES	243,824.00	20,779.58	227,181.89	16,642.11	93.2
	MATERIAL AND SERVICES	110,500.00	8,213.98	138,398.68	(27,898.68)	125.3
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	58,542.00	.00	.00	58,542.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		412,866.00	28,993.56	365,580.57	47,285.43	88.6

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	298,206.00	23,636.54	268,577.15	29,628.85	90.1
MATERIAL AND SERVICES	88,400.00	770.47	29,242.74	59,157.26	33.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	386,606.00	24,407.01	297,819.89	88,786.11	77.0
PARKS & RECREATION:					
PERSONAL SERVICES	366,404.00	23,433.70	313,505.82	52,898.18	85.6
MATERIAL AND SERVICES	146,000.00	10,691.12	129,155.33	16,844.67	88.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	522,385.00	34,124.82	452,641.15	69,743.85	86.7
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	900,000.00	.00	.00	900,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	900,000.00	.00	.00	900,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	160,500.00	20,048.90	90,870.83	69,629.17	56.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	160,500.00	20,048.90	90,870.83	69,629.17	56.6
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	175,100.00	17,119.35	134,864.92	40,235.08	77.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	533,000.00	.00	533,000.00	.00	100.0
CONTINGENCIES AND RESERVES	689,409.00	.00	.00	689,409.00	.0
	1,397,509.00	17,119.35	667,864.92	729,644.08	47.8
	8,932,320.00	531,073.77	6,477,885.54	2,454,434.46	72.5
	(1,600,000.00)	(374,937.96)	(303,954.27)	(1,296,045.73)	(19.0)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
INTERGOVERNMENTAL	550,000.00	44,857.55	461,327.49	88,672.51	83.9
OTHER REVENUE	20,000.00	.00	8,296.29	11,703.71	41.5
TRANSFER IN	100,000.00	.00	100,000.00	.00	100.0
	670,000.00	44,857.55	569,623.78	100,376.22	85.0
EXPENDITURES					
EXPENDITURES:					
PERSONAL SERVICES	275,028.00	24,711.28	254,005.45	21,022.55	92.4
MATERIAL AND SERVICES	333,000.00	19,004.76	197,534.42	135,465.58	59.3
CAPITAL OUTLAY	15,000.00	.00	7,862.00	7,138.00	52.4
DEBT SERVICE	8,106.00	.00	.00	8,106.00	.0
TRANSFERS OUT	238,700.00	.00	238,700.00	.00	100.0
CONTINGENCIES AND RESERVES	149,166.00	.00	.00	149,166.00	.0
	1,019,000.00	43,716.04	698,101.87	320,898.13	68.5
	1,019,000.00	43,716.04	698,101.87	320,898.13	68.5
	(349,000.00)	1,141.51	(128,478.09)	(220,521.91)	(36.8)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,125,000.00	183,532.14	1,929,884.66	195,115.34	90.8
OTHER INCOME	70,000.00	2,730.00	88,208.05	(18,208.05)	126.0
TRANSFERS IN	.00	.00	.00	.00	.0
	2,195,000.00	186,262.14	2,018,092.71	176,907.29	91.9
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	476,605.00	43,007.89	449,929.28	26,675.72	94.4
MATERIAL AND SERVICES	197,100.00	5,914.81	198,982.13	(1,882.13)	101.0
CAPITAL OUTLAY	40,000.00	.00	28,311.22	11,688.78	70.8
DEBT SERVICE	29,466.00	1,780.00	19,580.04	9,885.96	66.5
TRANSFERS OUT	40,000.00	.00	40,000.00	.00	100.0
	783,171.00	50,702.70	736,802.67	46,368.33	94.1
WATER TREATMENT:					
PERSONAL SERVICES	38,382.00	3,539.52	37,271.03	1,110.97	97.1
MATERIAL AND SERVICES	677,150.00	53,113.11	573,072.54	104,077.46	84.6
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	734,829.00	.00	734,829.00	.00	100.0
CONTINGENCIES AND RESERVES	211,468.00	.00	.00	211,468.00	.0
	1,671,829.00	56,652.63	1,345,172.57	326,656.43	80.5
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,455,000.00	107,355.33	2,081,975.24	373,024.76	84.8
	(260,000.00)	78,906.81	(63,882.53)	(196,117.47)	(24.6)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,718,300.00	310,298.25	3,346,631.94	371,668.06	90.0
OTHER REVENUE	50,000.00	.00	112,849.65	(62,849.65)	225.7
TRANSFER IN	.00	.00	.00	.00	.0
	3,763,800.00	310,298.25	3,459,481.59	304,318.41	91.9
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	734,557.00	56,485.80	655,020.86	79,536.14	89.2
MATERIAL AND SERVICES	465,000.00	3,033.26	146,068.76	318,931.24	31.4
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	29,466.00	1,780.00	19,579.96	9,886.04	66.5
TRANSFERS OUT	291,000.00	.00	291,000.00	.00	100.0
	1,535,023.00	61,299.06	1,111,669.58	423,353.42	72.4
WASTEWATER TREATMENT:					
PERSONAL SERVICES	51,603.00	4,720.23	49,629.25	1,973.75	96.2
MATERIAL AND SERVICES	1,420,299.00	104,803.67	1,128,566.60	291,732.40	79.5
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	716,000.00	.00	716,000.00	.00	100.0
CONTINGENCIES AND RESERVES	590,375.00	.00	.00	590,375.00	.0
	2,793,277.00	109,523.90	1,894,195.85	899,081.15	67.8
	4,328,300.00	170,822.96	3,005,865.43	1,322,434.57	69.5
	(564,500.00)	139,475.29	453,616.16	(1,018,116.16)	80.4

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 11 MONTHS ENDING MAY 31, 2026

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	844,200.00	.00	859,838.33	(15,638.33)	101.9
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	50,000.00	.00	82,305.80	(32,305.80)	164.6
	TRANSFERS IN	.00	.00	.00	.00	.0
		894,200.00	.00	942,144.13	(47,944.13)	105.4
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	185,256.00	1,050.00	8,455.43	176,800.57	4.6
	CAPITAL OUTLAY	2,468,944.00	.00	13,945.00	2,454,999.00	.6
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		2,654,200.00	1,050.00	22,400.43	2,631,799.57	.8
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
		2,654,200.00	1,050.00	22,400.43	2,631,799.57	.8
		(1,760,000.00)	(1,050.00)	919,743.70	(2,679,743.70)	52.3

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject: Resignation of Councilor Kristi Fulton and filling vacant council position

Recommended Motion(s):

Accept resignation of Councilor Kristi Fulton and declare position number four vacant

Financial Impact: None

Background/Discussion:

Councilor Fulton has submitted her resignation as she is moving outside the state, making the council position number four vacant.

According to the City Charter and Oregon Revised Statutes, the City Council must, within 60 days of declaring a vacancy on the City Council, fill the vacancy by appointment.

The City Council may appoint any registered voter of the State of Oregon who has resided in the City of Brookings for at least 12 months preceding appointment to fill the position. The appointee will fill the current term of the position, which expires on January 11, 2027.

The City Council may fill the vacancy at any Council meeting. Note that the deadline for making this appointment is August 21, 2026.

Traditionally to fill Council vacancies, the Council has used an application and interview process. An open application period was held from May 4 to June 15, 2026 during which time four applications were received from:

- Anthony Bond
- Jim Turner
- Nick Chapman
- Robert Naugle

Applicants have been invited to be interviewed before the City Council after which Council will have the opportunity to select an appointee.

Attachment(s):

a. Anthony Bond Application
b. Jim Turner Application
c. Nick Chapman Application
d. Robert Naugle Application

RECEIVED

DEC 08 2025

CITY OF BROOKINGS

City of Brookings
898 Elk Drive, Brookings, OR 97415
Phone: 541- 469-2163 Fax: 541-469-3650
www.brookings.or.us

APPLICATION TO FILL VACANT CITY COUNCIL POSITION

PART I Contact Information:

Applicant Name: Anthony Bond

Physical Address: [redacted]

Mailing Address: [redacted]

Email Address: [redacted] Phone: [redacted]

NOTE: *City Council members must be a City of Brookings resident for at least 12 months preceding appointment and a registered elector of the State of Oregon. Voter registration will be verified with the County Elections Department.*

PART II Current Status:

1. How long have you been a City of Brookings resident? 13 years _____ months
2. Are you registered to vote in the State of Oregon? Yes ☒ No ☐
3. What is your current occupation? Retired

PART III Background Information: *(Please attach additional pages if needed)*

1. Briefly describe your interest in serving on the City Council and what you hope to accomplish:

I would like to be on the Council to assist in maintaining a good City while dealing with issues like expansion, housing and the homeless issue.

2. List your position-related experience and/or background, including volunteer activities:

Retired - plenty of time to interact with community members
Volunteer - Southern Curry County Cemetery District
Volunteer - Brookings City Planning Commission
17 years Correctional Counselor II Cal. Dept. Corrections
Entrepreneur - 40 years experience in Business

3. List your work history and educational background, as well as any unrelated volunteer experience you may have:

BS Strategic Mgmt - Sacramento State University, California
A.A. - Auto Diesel Technology - Universal Tech. Institute
3 years - TOW Gunner United States Marine Corps
11 years - Calif. Dept. of Corrections & Rehab.
40 years - Multiple Businesses

PART IV Agreement: *Please read and check off the following before signing:*

- [x] I understand and acknowledge that my status as a registered voter will be verified with the County Elections Office and my resident status will be verified by the City of Brookings.
- [x] I understand and acknowledge that this document will become public information and be distributed to the public and news media.
- [x] I understand and acknowledge that 1) I may be required to respond to additional questions, in writing and/or orally as part of a formal interview during a Common Council Meeting and 2) that failure to respond or appear as required may result in my application being disqualified.
- [x] I understand and acknowledge that, if appointed, I will be required to meet regularly on the second and fourth Monday's of each month, at least once each month in a Council workshop, and at various other times during the course of the year as City business dictates.
- [x] I understand and acknowledge that , if appointed, I will be required to file an Annual Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission (OGEC) each year I hold office on April 15th.*
- [x] I understand and acknowledge that, if appointed, I will receive no compensation other than reimbursements for travel and training expenses as may normally be incurred in conjunction with the conduct of official, City Council approved business.
- [x] I understand and acknowledge that, as an applicant, I may be required to respond to additional questions, in writing, or as part of a formal interview during a Common Council Meeting and that failure to respond or appear as required may result in my application being disqualified.
- [x] By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby understand and acknowledge that I have read and agree to the terms as stated above.

Anthony Bond
[redacted]
Witness's Signature

12/05/1968
Date

Date

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 8 am to 12PM and 1 pm to 5 pm, Monday – Thursday.

RECEIVED
JUN X 9 2026
CITY OF BROOKINGS

City of Brookings
898 Elk Drive, Brookings, OR 97415
Phone: 541- 469-2163 Fax: 541-469-3650
www.brookings.or.us

APPLICATION TO FILL VACANT CITY COUNCIL POSITION

PART I Contact Information:

Applicant Name: Jim Turner

Physical Address: [redacted]

Mailing Address:

Email Address: [redacted] Phone: [redacted]

NOTE: *City Council members must be a City of Brookings resident for at least 12 months preceding appointment and a registered elector of the State of Oregon. Voter registration will be verified with the County Elections Department.*

PART II Current Status:

1. How long have you been a City of Brookings resident? 5 years 1 months
2. Are you registered to vote in the State of Oregon? Yes ☒ No ☐
3. What is your current occupation? Outside sales HVAC equipment

PART III Background Information: *(Please attach additional pages if needed)*

1. Briefly describe your interest in serving on the City Council and what you hope to accomplish:

I would love the opportunity to assist my city in any way that I can and this opportunity has presented itself. I have always been involved one way or another wherever I have lived. As this is our forever home I would love to be part of making Brookings the best "little" city on the coast.

2. List your position-related experience and/or background, including volunteer activities:

Attached you will find my resume which presents some of my experience, I also served as the Gardena Valley Chamber of Commerce president, Exchange Club of Gardena, CA President, Exchange Club Area Director (responsible for 8 clubs). In addition I coached the City of Cerritos, CA kids baseball and soccer teams and was the manager of my daughter's Club soccer team.

3. List your work history and educational background, as well as any unrelated volunteer experience you may have:

Please refer to my attached resume for my career and volunteer history. Not listed on there is 9 years in nuclear fast attack submarines as a Sonar Supervisor, honorably discharged as an E 6, volunteer 3 days a week at St. Timothy's helping out with the homeless and a member in good standing with the Brookings Elk Lodge. I have also been the church council president of several Lutheran churches.

PART IV Agreement: *Please read and check off the following before signing:*

- ☐ I understand and acknowledge that my status as a registered voter will be verified with the County Elections Office and my resident status will be verified by the City of Brookings.
- ☐ I understand and acknowledge that this document will become public information and be distributed to the public and news media.
- ☐ I understand and acknowledge that 1) I may be required to respond to additional questions, in writing and/or orally as part of a formal interview during a Common Council Meeting and 2) that failure to respond or appear as required may result in my application being disqualified.
- ☐ I understand and acknowledge that, if appointed, I will be required to meet regularly on the second and fourth Monday's of each month, at least once each month in a Council workshop, and at various other times during the course of the year as City business dictates.
- ☐ I understand and acknowledge that , if appointed, I will be required to file an Annual Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission (OGEC) each year I hold office on April 15th.*
- ☐ I understand and acknowledge that, if appointed, I will receive no compensation other than reimbursements for travel and training expenses as may normally be incurred in conjunction with the conduct of official, City Council approved business.
- ☐ I understand and acknowledge that, as an applicant, I may be required to respond to additional questions, in writing, or as part of a formal interview during a Common Council Meeting and that failure to respond or appear as required may result in my application being disqualified.
- ☐ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby understand and acknowledge that I have read and agree to the terms as stated above.

James F. Turner [redacted]

6/9/2026
Date

[redacted]

6/9/2026
Witness's Signature Date

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 8 am to 12PM and 1 pm to 5 pm, Monday – Thursday.

Jim Turner

[redacted]

SUMMARY

Results-oriented professional with over ten years of experience in sales and operations management. Highly productive with an innate ability to see a job through from inception to finalization. Demonstrate strength in planning, organizing, and creating positive solutions. Computer proficient in Microsoft Word, Excel, Publisher, Navision, Quicken, and assorted other software products.

EMPLOYMENT HISTORY

2015-Present ***OUTSIDE SALES***, *Air Tech Sales, Roseville, California*

- Maintain customer base of over 100 clients, processing orders, pricing jobs, sourcing products needed and making sure clients are always satisfied.
- Reading construction plans, taking off items needed to price, reading specifications to be sure my products meet requirements for being an equal
- Make sales calls face-to-face with clients so they are comfortable dealing with me and our company.
- Assisting inside personnel when help is needed.

2023-2024 ***SUPERVISOR,*** *Goodwill, Brookings, Oregon*

- Fill in at cash registers whenever needed to help out waiting customers.
- Supervise 3 to 5 cashiers during work shifts to ensure customer is treated with exceptional customer service.
- Verify cashier money tills at the end of shift, preparing cash deposit and making nightly deposit.
- Making sure that all items processed are put out on shelves for purchase in a timely manner.

2001-2015 ***OPERATIONS MANAGER,*** *Air Product Sales, Commerce, California*

- Manage staff of 15, including purchasing, accounting, customer service, shipping and bid departments.
- Responsible for maintaining all warehouse inventory and replenishment.
- Restructured product warehouse to increase product turns and added items needed to complete product offering.
- Implemented process to check in all receipts to reduce concealed damage issues and get added to computer inventory for correct inventory amounts.
- Instrumental in training subordinates in software conversion
- Maintain and trouble-shoot company computer network & computers.
- Developed and maintain stocking warehouse catalog and keep net pricing grid up to date.
- Assist outside sales personnel with job closure realizing profitable margins.
- Expertise in quoting, submitting, tracking, and maintaining numerous job files without overbilling/underbilling or errors.
- Work closely with engineers, OSHPOD and building safety personnel to answer application and technical questions.
- Notary Public for company for eight years.

EDUCATION

California State University Dominguez Hills

- Majored in Business Administration

VOLUNTEER EXPERIENCE AND AWARDS

2005-2006 President, Lutheran Cursillo Southern California
2014-2015 Congregational President, Good Shepherd Lutheran Church
2020-2023 Gold Beach Community Center Volunteer
2020-2023 Gold Beach Community Center Board of Directors Secretary

References Available Upon Request

City of Brookings
898 Elk Drive, Brookings, OR 97415
Phone: 541- 469-2163 Fax: 541-469-3650
www.brookings.or.us

APPLICATION TO FILL VACANT CITY COUNCIL POSITION

PART I Contact Information:

Applicant Name: Nick Chapman

Physical Address: [redacted]

Mailing Address:

Email Address: [redacted] Phone: [redacted]

NOTE: *City Council members must be a City of Brookings resident for at least 12 months preceding appointment and a registered elector of the State of Oregon. Voter registration will be verified with the County Elections Department.*

PART II Current Status:

1. How long have you been a City of Brookings resident? 6 years 0 months
2. Are you registered to vote in the State of Oregon? Yes ☒ No ☐
3. What is your current occupation? Vice Principal - Pelican Bay State Prison

PART III Background Information: *(Please attach additional pages if needed)*

1. Briefly describe your interest in serving on the City Council and what you hope to accomplish:

I have worked on the Planning Commission for a while now and would like to continue to help the city. I am a collaborative problem solver and I want our town to be the best it can be. I have always tried to improve education for children and provide services for citizens. I hope to work with city council members and stakeholders to increase revenue and promote business while continuing to keep the great Brookings culture intact making this town a great place to live and raise kids.

2. List your position-related experience and/or background, including volunteer activities:

Planning commission, former administrator for Brookings Harbor School District, coaching children in sports, currently the school administrator at Pelican Bay State Prison. Strong organizational skills and the ability to work well with all stakeholders.

3. List your work history and educational background, as well as any unrelated volunteer experience you may have:

Working on my dissertation for Education PhD. Masters in Elementary Education, Masters in School Administration, 20+ years as a teacher and administrator, worked as the vice principal at Kalmiopsis Elementary School, and interim principal at Kalmiopsis Elementary School. Now working at PBSP as a school administrator. 2 years working on the Brookings City Planning Commission and doing any trainings.

PART IV Agreement: *Please read and check off the following before signing:*

- ☑ I understand and acknowledge that my status as a registered voter will be verified with the County Elections Office and my resident status will be verified by the City of Brookings.
- ☑ I understand and acknowledge that this document will become public information and be distributed to the public and news media.
- ☑ I understand and acknowledge that 1) I may be required to respond to additional questions, in writing and/or orally as part of a formal interview during a Common Council Meeting and 2) that failure to respond or appear as required may result in my application being disqualified.
- ☑ I understand and acknowledge that, if appointed, I will be required to meet regularly on the second and fourth Monday's of each month, at least once each month in a Council workshop, and at various other times during the course of the year as City business dictates.
- ☑ I understand and acknowledge that , if appointed, I will be required to file an Annual Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission (OGEC) each year I hold office on April 15th.*
- ☑ I understand and acknowledge that, if appointed, I will receive no compensation other than reimbursements for travel and training expenses as may normally be incurred in conjunction with the conduct of official, City Council approved business.
- ☑ I understand and acknowledge that, as an applicant, I may be required to respond to additional questions, in writing, or as part of a formal interview during a Common Council Meeting and that failure to respond or appear as required may result in my application being disqualified.
- ☑ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby understand and acknowledge that I have read and agree to the terms as stated above.

Nicholas Chapman
Applicant (print name)

[redacted]

5/18/2026
Date

[redacted]
Witness's Signature

5/19/2026
Date

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 8 am to 12PM and 1 pm to 5 pm, Monday – Thursday.

Interest in serving on the Brookings City Council additional:

Things I hope to accomplish:

1. Improving infrastructure as needed – great to see all the new sidewalks and improvements to public spaces
2. Increasing affordable housing options – working with the community and stakeholders to brainstorm methods to provide affordable housing
    a. One example: new house plans by Azalea Park (Lundeen)
3. Promote economic development and job growth
    a. Increasing tourism during the events throughout the year – Azalea Park Lights, Azalea Festival, Movie Festival, etc.
    b. Work with businesses to increase support to build workers
    c. Work with schools/community colleges to ensure students have job readiness
4. Enhancing public safety
    a. Working with police and fire departments to provide support
        i. I worked with the police regularly when I worked for the school district
5. Supporting education and sustainability
    a. Working directly with the school district to look at a plan, especially with budget constraints

City of Brookings
898 Elk Drive, Brookings, OR 97415
Phone: 541- 469-2163 Fax: 541-469-3650
www.brookings.or.us

APPLICATION TO FILL VACANT CITY COUNCIL POSITION

PART I Contact Information:

Applicant Name: Robert Naugle

Physical Address: [redacted]

Mailing Address: [redacted]

Email Address: [redacted] Phone: [redacted]

NOTE: *City Council members must be a City of Brookings resident for at least 12 months preceding appointment and a registered elector of the State of Oregon. Voter registration will be verified with the County Elections Department.*

PART II Current Status:

1. How long have you been a City of Brookings resident? 4 years 0 months
2. Are you registered to vote in the State of Oregon? Yes ☒ No ☐
3. What is your current occupation? Corporate Trainer / Technology Teacher

PART III Background Information: *(Please attach additional pages if needed)*

1. Briefly describe your interest in serving on the City Council and what you hope to accomplish:

Please see attached document.

2. List your position-related experience and/or background, including volunteer activities:

Please see attached document.

3. List your work history and educational background, as well as any unrelated volunteer experience you may have:

Please see attached document.

PART IV Agreement: *Please read and check off the following before signing:*

- [x] I understand and acknowledge that my status as a registered voter will be verified with the County Elections Office and my resident status will be verified by the City of Brookings.
- [x] I understand and acknowledge that this document will become public information and be distributed to the public and news media.
- [x] I understand and acknowledge that 1) I may be required to respond to additional questions, in writing and/or orally as part of a formal interview during a Common Council Meeting and 2) that failure to respond or appear as required may result in my application being disqualified.
- [x] I understand and acknowledge that, if appointed, I will be required to meet regularly on the second and fourth Monday's of each month, at least once each month in a Council workshop, and at various other times during the course of the year as City business dictates.
- [x] I understand and acknowledge that , if appointed, I will be required to file an Annual Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission (OGEC) each year I hold office on April 15th.*
- [x] I understand and acknowledge that, if appointed, I will receive no compensation other than reimbursements for travel and training expenses as may normally be incurred in conjunction with the conduct of official, City Council approved business.
- [x] I understand and acknowledge that, as an applicant, I may be required to respond to additional questions, in writing, or as part of a formal interview during a Common Council Meeting and that failure to respond or appear as required may result in my application being disqualified.
- [x] By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby understand and acknowledge that I have read and agree to the terms as stated above.

Robert Naugle

[redacted]

June 15, 2026
Date

6-15-2026
Date

Witness's Signature

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular business hours are 8 am to 12PM and 1 pm to 5 pm, Monday – Thursday.

Briefly describe your interest in serving on the City Council and what you hope to accomplish:

I am interested in serving on the Brookings City Council because I care deeply about this community and want to contribute to its future in a practical, constructive way. I first came to this area in 2018, when I moved north from Long Beach to serve as a caregiver for my mother in nearby Smith River. Four years ago, I moved into the Brookings city limits, registered to vote here, and made Brookings my home.

I have no plans to relocate and look forward to making Brookings my long-term home and eventually retiring here, as many others have done. My background spans communications, education, broadcasting, and community-building, and I believe these skills would help me serve residents thoughtfully and effectively.

Two issues I am especially interested in are closely connected: strengthening Brookings' tourism economy and addressing our housing challenges. Growing our tourism economy is one of the reasons I joined the Wild Rivers Film Festival board. Brookings is already a natural visitor destination, with extraordinary scenery, outdoor recreation, coastal character, and proximity to the redwoods. I believe the city can be more proactive and creative in promoting Brookings as a year-round destination, especially during the quieter rainy-season months, through stronger support for local events, arts and culture, small businesses, and coordinated tourism efforts.

A stronger year-round tourism economy can also help support the kinds of local amenities that residents want and visitors expect. One concern I hear from both residents and visitors is that Brookings would benefit from a wider range of dining and entertainment options. When more visitors come to town throughout the year, it creates more reliable customer traffic, which can help attract and sustain independent restaurants, small businesses, and local entrepreneurs. That benefits tourists, but it also improves the quality of life for the people who live here.

At the same time, tourism and growth need to be balanced with the needs of the people who live and work here. Housing availability affects our ability to attract and retain teachers, service workers, public employees, small-business staff, young families, and others who are essential to a healthy local economy. I would like to help the city carefully examine how short-term rentals, long-term rentals, workforce housing, and affordable housing fit together, and whether our current policies are serving Brookings well.

My hope is to support thoughtful, year-round economic development that benefits local businesses, welcomes visitors, and preserves the livability and character that residents value. Through my involvement with the Wild Rivers Film Festival and community radio, I have seen how much talent, energy, and possibility exist here. I would be honored to help turn that possibility into a lasting benefit for Brookings.

List your position-related experience and/or background, including volunteer activities:

My background includes experience in communications, education, broadcasting, training, curriculum development, public speaking, technology, and community engagement. I believe that combination of skills is directly relevant to serving on the City Council, where listening carefully, communicating clearly, understanding community needs, and working constructively with others are essential.

Professionally, I have worked in both education and corporate training. As a teacher, I developed curriculum, communicated with families and colleagues, managed complex daily responsibilities, and worked directly with students and the community. In corporate training and instructional design roles, I created learning programs, presented to diverse audiences, collaborated across departments, and helped people understand complex information in clear, practical ways.

I also bring strong technology and digital communication skills. Throughout my career, I have used a wide range of tools for teaching, training, media production, presentations, online communication, and content development. I believe local government benefits when leaders are comfortable using modern communication tools to reach residents, share information clearly, and make civic participation more accessible.

In addition, I bring a long background in radio broadcasting and media. My years in a major media market gave me extensive experience in public communication, storytelling, interviewing, audience engagement, and thinking carefully about how information reaches people.

My current volunteer work is also closely connected to my interest in serving Brookings. I recently joined the board of the Wild Rivers Film Festival, where I hope to help support local arts, culture, tourism, and economic development. I am also volunteering with the local low-power community radio station, voicing public service announcements and promos while developing show ideas with local collaborators. Both roles reflect my commitment to using communications, media, technology, and community-building experience to contribute to Brookings in practical ways.

Overall, I would bring to the City Council a background in clear communication, public engagement, education, technology, creative problem-solving, and service to the community.

List your work history and educational background, as well as any unrelated volunteer experience you may have:

My work history includes experience in education, corporate training, instructional design, communications, technology, and broadcasting.

In local public education, I served as a Technology Teacher at the middle school level, where I independently designed and developed my curriculum, taught digital and technology-related skills, managed classroom responsibilities, communicated with students, families, and colleagues, and worked directly with the school community.

Before entering K-12 education, I worked in corporate training and instructional design, creating learning programs, training materials, and presentations for adult learners. My experience includes curriculum development, course facilitation, multimedia learning, technology-based instruction, and collaboration with cross-functional teams.

I also have a long professional background in radio broadcasting and media, including work in the Los Angeles radio market. That experience included on-air communication, production, voice work, audience engagement, interviewing, and public presentation.

My educational background includes a Bachelor of Arts in English Writing from Penn State University, along with additional professional training and experience in education, instructional design, media production, and technology.

My volunteer and community involvement includes serving on the board of the Wild Rivers Film Festival and volunteering with the local low-power community radio station, where I voice public service announcements and promos and am working with local collaborators on show ideas. These activities reflect my interest in supporting local culture, communication, tourism, and community engagement.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2026

Originating Dept: Finance and Admin

Signature (submitted by)

City Manager Approval

Subject: Increase appropriations due to grants and donations for FY 2025-26 budget.

Recommended Motion:

Adopt Resolution 26-R-1298 accepting specific purpose grants and donations in the General Fund, Capital Projects Reserve Fund, Special Police Fund.

Financial Impact:

There is no net impact to the 2025-26 budget; additional revenues equaled additional expenditures.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body, and accept donations and grants, and appropriate through a resolution. Appropriation increases are being made for donations and grants as detailed below.

General Fund
Police - Accept a grant of $3,500 from Oregon Department of justice for bullet proof vests.
Fire - Accept a grant of $35,000 from the Oregon State Fire Marshall for wildfire season.
Parks - Accept donations of $3,500 from Arun Kochar and $1,500 from Dana Lee Hall for memorial benches.
Non Departmental - Accept a partial grant of $20,000 from Business Oregon for a Housing needs analysis.

Capital Projects Reserve Fund
Public Safety/Public Works - Accept a Grant of $129,486 from Oregon Department of Transportation Carbon Reduction Program to purchase two Ford Lightning trucks.

Special Police Fund
Supplies - Accept a donation of $4,860 from the John G. Atkins Foundation for employee appreciation.

Attachments:
Resolution 26-R-1298 Accept grants and donations and make appropriations

CITY OF BROOKINGS

RESOLUTION 26-R-1298

A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING SPECIFIC PURPOSE GRANTS AND DONATIONS AND APPROPRIATING THOSE FUNDS

WHEREAS, the City of Brookings ("City") is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.338 allows the governing body to accept and appropriate specific purpose grants and donations in the year of receipt, and

WHEREAS, the City Council accepts a grant of $35,000 from the Oregon State Fire Marshall for wildfire season staffing, and

WHEREAS, the City Council accepts donations of $3,500 from Arun Kochar and $1,500 from Dana Lee Hall for memorial benchs, and

WHEREAS, the City Council accepts a partial grant of $20,000 from Business Oregon for a housing needs analysis study, and

WHEREAS, the City Council accepts a grant of $129,486 from Oregon Department of Transportation Carbon Reduction Program for two Ford Lightning trucks, and

WHEREAS, the City Council accepts a donation of $4,860 from the John G. Atkins Foundation for a employee appreciation , and

WHEREAS, the City Council accepts a grant of $3,500 from Oregon Department of Justice for the purchase of bullet proof vests, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Brookings hereby accepts grants and donations and appropriates funds pursuant to ORS 294.338.

BE IT FURTHER RESOLVED that for the fiscal year beginning July 1, 2025, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Resources:	
Grants	$ 58,500
Donations	$ 5,000
Requirements:	
Police	$ 3,500
Fire	$ 35,000
Parks	$ 5,000
Non Departmental	$ 20,000

Capital Projects Reserve Fund

Resources:	
Grants	$ 129,486
Requirements:	
Capital Outlay	$ 129,486

Special Police Fund

Resources:	
Donations	$ 4,860
Requirements:	
Grants-Supplies	$ 4,860

Passed by the City Council June 22, 2026, and made effective the same date.

Attest:

Phoebe Pereda, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2026

Signature (submitted by)

Originating Dept: Finance and Admin

City Manager Approval

Subject: Increase appropriations from insurance proceeds for FY 2025-26 budget.

Recommended Motion:

Adopt Resolution 26-R-1299 accepting insurance proceeds in the General Fund and appropriating those funds.

Financial Impact:

There is no net impact to the 2025-26 budget; additional revenues equaled additional expenditures.

Background /Discussion:

Oregon local budget law allows municipalities to accept and appropriate insurance proceeds through a resolution adopted by the governing body. Appropriation increases are being made due to insurance proceeds as detailed below.

General Fund

Public Safety/Fire - Accept $17,810 in insurance proceeds for damages.

Attachments:

Resolution 26-R-1299 Accept insurance proceeds and make appropriations

CITY OF BROOKINGS

RESOLUTION 26-R-1299

A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING INSURANCE PROCEEDS AND APPROPRIATING THOSE FUNDS.

WHEREAS, the City of Brookings ("City") is a municipal corporation which is subject to Oregon Budget Law; and

WHEREAS, ORS 294.338 allows the governing body to accept and appropriate insurance proceeds in the year of receipt, and

WHEREAS, the City accepts $17,810 of insurance proceeds in the General Fund for damages claimed, and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Brookings hereby accepts insurance proceeds and appropriates funds pursuant to ORS 294.338.

BE IT FURTHER RESOLVED that for the fiscal year beginning July 1, 2025, and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Resources:	
Other Revenue	$ 17,810
Requirements:	
Public Safety-Fire	$ 17,810

Passed by the City Council June 22, 2026, and made effective the same date.

Attest:

Phoebe Pereda, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2026

Originating Dept: PWDS

Signature (submitted by)

City Manager Approval

Subject: Amendment No. 1 to OWRD Agreement for Ferry Creek Dam Permitting Work

Recommended Motion: Authorize the City Manager to execute Amendment No. 1 to Agreement WRD 26 020 with the State of Oregon, acting by and through the Oregon Water Resources Department, for Ferry Creek Dam permitting work.

Financial Impact: Amendment No. 1 increases the Oregon Water Resources Department (OWRD) reimbursement from $54,438.15 to a not-to-exceed amount of $150,525.70 and increases the City local match from $29,312.85 to $81,052.30. The total amended project funding is $231,578.00.

Background/Discussion: Ferry Creek Dam is a City-owned earthen embankment dam on Ferry Creek, a tributary to the Chetco River near Brookings. The original dam was constructed around 1913 and was later reconstructed between approximately 1945 and 1953, with additional work continuing until 1966. The dam is approximately 45 feet high, spans about 300 feet, and impounds a reservoir of approximately four acres.

The dam is no longer connected to the City water supply system and has been designated by OWRD as a high hazard dam in unsatisfactory condition. Prior feasibility and design work identified removal as the preferred path due to dam condition, seismic risk, fish passage impacts, and the lack of continued municipal use. River Design Group completed a Design and Management Plan in 2023 to support the technical, permitting, and implementation path for removal.

The 2023 Design and Management Plan estimated the eventual construction/removal cost at approximately $1.54 million; however, actual costs are expected to be higher due to inflation and final project conditions at the time of construction. The City intends to pursue FEMA funding for the removal phase once the permitting work is complete. If awarded, FEMA funding would likely require a local cost match, currently anticipated at approximately 25%.

The City and OWRD entered into Agreement WRD 26 020 for work needed to advance the project toward permit approvals. Amendment No. 1 increases the OWRD reimbursement and City match, replaces Exhibit A with a revised Statement of Work, and expands the deliverables needed to secure federal, state, and county permit approvals. Approval will authorize the City Manager to execute Amendment No. 1 and allow the permitting phase of the Ferry Creek Dam Removal Project to proceed.

Attachment(s):

a. Amendment No. 1 to Agreement WRD 26 020
b. Agreement WRD 26 020
c. Ferry Creek Dam Removal Project Overview
d. Ferry Creek Dam Removal Project Area Map

Amendment No. 1 to WRD 26 020

This is Amendment No. 1 ("Amendment") to Agreement WRD 26 020, effective March 17, 2026, as amended from time to time, between the State of Oregon, acting by and through its **Oregon Water Resources Department** ("Agency"), and **City of Brookings** ("Local Government"). This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment #1 is to increase the compensation amount from $54,438.15 to $150,525.70, increase the Local Government cost match from $29,312.85 to $81,052.30, and to update the Deliverables in Exhibit A: Statement of Work.

AMENDMENT

The Parties agree:

1. The Agreement is amended as follows:

   1.1. **Section 7: Compensation and Payment Terms** of the Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

   Agency shall reimburse Local Government a not-to-exceed amount of ~~$54,438.15~~ **$150,525.70** for completing all work and delivering all Deliverables required of Local Government under this Agreement. payment will be made after completion of all work and delivery of all Deliverables accepted by Agency. Local Government will provide a cost-match in the amount of ~~$29,312.85~~ **$81,052.30**.

   1.2. **Exhibit A** of the Agreement is replaced with Revised Exhibit A, in the form attached to this Amendment as Attachment 1, effective on the Amendment Effective Date.

2. Local Government represents and certifies that Local Government has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any Department or agency of this state.

3. Local Government certifies, in accordance with ORS 279A.112, that Local Government has in place a policy and practice off preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Agreement, Local Government shall maintain, throughout the duration of this Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of Local Government's policy and practice.

4. Local Government shall comply with all federal laws applicable to the Local Government and the Goods or Services to be provided under the Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Agreement, Local Government has no financial or other interest in the outcome of the Project.

5. Except as expressly amended above, all other terms and conditions of the Agreement, including as previously amended, are still in full force and effect. Local Government certifies that the representations, warranties, and certifications contained in the Agreement are true and correct

as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

6. Certifications: Any individual signing on behalf of Local Government has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

   6.1. The number set forth in the Agreement is Local Government's correct taxpayer identification number; and

   6.2. Local Government is not subject to backup withholding because:

      6.2.1. Local Government is exempt from backup withholding,

      6.2.2. Local Government has not been notified by the IRS that Local Government is subject to backup withholding as a result of a failure to report all interest or dividends, or

      6.2.3. The IRS has notified Local Government that Local Government is no longer subject to backup withholding.

   6.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Local Government has faithfully complied with and is not in violation of:

      6.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and

      6.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Local Government, to Local Government's property, operations, receipts, or income, or to Local Government's performance of or compensation for any work performed by Local Government; and

      6.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Local Government, or to goods, services, or property, whether tangible or intangible, provided by Local Government; and

      6.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

   6.4. In the event that Local Government is a general partnership or joint venture, that Local Government signature(s) of this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner, or joint venturer signing this Amendment.

[Signatures on the next page]

City of Brookings

Signature: _____ Date: _____

Printed Name, Title: Tim Rundel, City Manager

State of Oregon, by and through its **Oregon Water Resources Department**

Signature: _____ Date: _____

Printed Name, Title: Lisa Snyder – ASD Administrator

Amendment No. 1 to WRD 26 020
Attachment 1, Revised Exhibit A – Statement of Work

Project Description: Ferry Creek Dam is a High hazard embankment dam in Unsatisfactory condition with a population at risk of 84 based on analysis using the Decision Support System for Water Infrastructure Security (DSS-WISE) software and a population at risk of 12 based on analysis using the U.S. Army Corp of Engineers Dam Screening Tool (USACE-DST). The dam is owned by the City of Brookings on the south coast of Oregon. Based on a geotechnical investigation, conducted as part of a feasibility study, the dam will experience severe deformation in a Cascadia subduction earthquake. The dam is rated high hazard, so loss of life is expected from dam failure during this earthquake event. Ferry Creek Dam is no longer connected to the City's water supply system, and the City has determined removal of the dam to be the best option for this dam. This project will develop the deliverables needed to obtain permit approvals for the completed design work so that the City can proceed with the removal work.

Scope of Work

- Final Design Package – Permit Approvals
- Project Management and Administration

Deliverables

1. Secure all necessary permit approvals. The final permit package shall include but not be limited to the applications and supporting documentation to secure the following permit approvals:

    - Federal
        - National Environmental Policy Act
        - Clean Water Act Section 404: NWP 27
        - Endangered Species Act
        - Biological Assessment (BA) – Marble murrelet and spotted owl surveys

    - State
        - Oregon Department of Fish and Wildlife
        - Department of State Lands CWA 404
        - Department of Environmental Quality CWA 401
        - Department of Environmental Quality CWA 402
        - State Historic Preservation Office (includes cultural specialist)
        - HAER Report with built environment survey
        - Wetland delineation assessment and report

    - County
        - Land Use Review and Approval
2. Project Management and Administration

INTERGOVERNMENTAL AGREEMENT

Agency Agreement No. WRD 26 020

This Agreement is between the State of Oregon acting by and through its **Oregon Water Resources Department** ("Agency") and **City of Brookings** ("Local Government"), each a "Party" and, together, the "Parties."

SECTION 1: DEFINITIONS

"**Acceptance**" or "**Accepted**" means written confirmation by Agency that Local Government has completed a Deliverable according to the acceptance criteria and accepted for purposes of interim payment.

"**Acceptance Criteria**" means the criteria for accepting Deliverables required by this Agreement, including but not limited to all specifications and requirements in the Statement of Work, and the Performance Warranties set forth in Section 8.1.

"**Agency Data**" means information created or provided by Agency and information regarding Agency and its clients that is created and collected by Local Government during the course of providing the Services.

"**Agency Intellectual Property**" means any intellectual property that is owned by Agency.

Agency Intellectual Property includes any derivative works and compilations of any Agency Intellectual Property.

"**Agreement**" means all terms and conditions herein and all Exhibits attached hereto

"**Authorized Representative**" means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement. Local Government's

"**Business Days**" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

"**Calendar Days**" mean contiguous days.

"**Local Government Intellectual Property**" means any intellectual property that is owned by Local Government and contained in or necessary for the use of the Deliverables. Local Government Intellectual Property includes Software owned by Local Government, Documentation, and derivative works and compilations of any Local Government Intellectual Property.

"**Deliverables**" means all items that Local Government is required to provide to Agency under this Agreement, including Work Product.

"**Documentation**" means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Local Government under this Agreement.

"**DOJ**" means the State of Oregon acting through its Department of Justice.

"**Effective Date**" means the date specified in Section 4 or the date on which this Agreement is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

"**Local Government Intellectual Property**" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

"**Maximum Not-To-Exceed Compensation**" is defined in Section 7.0.

"Milestone" means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Services" means all effort to be expended by Local Government under the Agreement

"State" means the State of Oregon.

"Statement of Work" or **"SOW"** means the documents that describe the Services to be provided by Local Government, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as Exhibit A, including as amended pursuant to section 22. The SOW includes Accepted Deliverables, if specifically agreed upon in Exhibit A.

"Task" means a segment of the Services to be provided by Local Government under this Agreement.

SECTION 2: AUTHORITY

This Agreement is authorized by ORS 190.110 and 283.110, allowing state agencies to enter into agreements with other state agencies to cooperate in performing duties, exercising powers, or administering policies or programs.

SECTION 3: PURPOSE

The purpose of this Agreement is for the City of Brookings to develop options for the Ferry Creek Dam removal and to obtain permit approvals for the completed design work so removal work can proceed.

SECTION 4: EFFECTIVE DATE AND DURATION

the date of the last signature, whichever occurs last ("Effective Date"), and terminates on **September 14, 2027**, unless terminated earlier in accordance with Section 19.

SECTION 5: AUTHORIZED REPRESENTATIVES

5.1 Agency's Authorized Representatives

Tony Janicek, Program Manager
725 Summer ST NE, Suite A
Salem, OR 97301
(971) 718-7921
Tony.m.janicek@water.oregon.gov

5.2 Local Government's Authorized Representative is:

Tim Rundel, City Manager
898 Elk Drive
Brookings, OR 97415
(541) 469-1123
trundel@brookings.or.us

5.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 6: RESPONSIBILITIES OF EACH PARTY

6.1 Local Government shall perform the work set forth on Exhibit A, Statement of Work, attached hereto and incorporated herein by this reference.

6.2 Agency shall pay Local Government as described in Section 7 and shall meet any responsibilities set forth in Exhibit A, Statement of Work.

SECTION 7: COMPENSATION AND PAYMENT TERMS

Agency shall reimburse Local Government a not-to-exceed amount of **$54,438.15** for completing all work and delivering all Deliverables required of Local Government under this Agreement. payment will be made after completion of all work and delivery of all Deliverables accepted by Agency. Local Government will provide a cost-match in the amount of $29,312.85.

SECTION 8: REPRESENTATIONS AND WARRANTIES

8.1 Local Government represents and warrants to Agency that:

8.1.1 Local Government is a City duly organized and validly existing. Local Government has the power and Authority to enter into and perform this Agreement;

8.1.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by all necessary action of Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

8.1.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

8.1.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the Services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the standards prevalent in the related industry, trade or profession; and

8.1.5 Local Government shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

8.2 Agency represents and warrants to Local Government that:

8.2.1 Agency has the power and authority to enter into and perform this Agreement;

8.2.2 The making and performance by Agency of this Agreement (a) have been duly authorized by all necessary action of Agency, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than those that have already been obtained; and

8.2.3 This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency enforceable in accordance with its terms.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement. The parties acknowledge that this is a binding and enforceable agreement and to the extent permitted by law, expressly waivers any defense that either party does not have the right to seek judicial enforcement of this Agreement.

SECTION 10: OWNERSHIP OF WORK PRODUCT

10.1 As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

10.1.1 **"CITY Intellectual Property"** means any intellectual property owned by CITY and developed independently from the work under this Agreement.

10.1.2 **"Third party Intellectual Property"** means any intellectual property owned by parties other than CITY or OWRD.

10.1.3 **"Work Product"** means every invention, discovery, work of authorship, trade secret, or other tangible or intangible item that CITY is required to delivery to OWRD under this Agreement, and all intellectual property rights therein.

10.2 CITY Intellectual Property. CITY retains ownership of all CITY Intellectual Property that CITY delivers to OWRD pursuant to this Agreement. CITY grants OWRD a license to CITY Intellectual Property as a perpetual non-exclusive, irrevocable, royalty-free, world-wide license to use, copy, display, distribute, transmit, and prepare derivative works of CITY Intellectual Property delivered under this Agreement, and to authorize others to do the same.

10.3 Work Product. All Work Product created by CITY under this Agreement, including derivative works and compilations, shall be the exclusive property of CITY. CITY hereby grants OWRD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the Work Product, and to authorize others to do the same on OWRD's behalf.

10.4 Third Party Intellectual Property. CITY shall secure on OWRD's behalf, in the name of OWRD, and subject to OWRD's approval, a license to any Third Party Intellectual Property necessary for OWRD to use the Deliverables and receive the benefit of the Services set forth in this Agreement.

SECTION 11: CONTRIBUTION

11.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 13 with respect to the Third Party Claim.

11.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 12: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than Persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

SECTION 13: INDEMNIFICATION BY SUBCONTRACTORS

Local Government shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend. save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Local Government's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 14: LOCAL GOVERNMENT DEFAULT

14.1 Local Government will be in default under this Agreement upon the occurrence of any of the following events: Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

14.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;

14.3 Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or

14.4 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 15: AGENCY DEFAULT

Agency will be in default under this Agreement upon the occurrence of any of the following events:

15.1 Agency fails to perform, observe or discharge any of its covenants, Agreements, or obligations under this Agreement; or,

15.2 Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made.

SECTION 16: REMEDIES

16.1 In the event Local Government is in default under Section 14, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 19, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits set of ORS 293.462, or (e) exercise of its right of recovery of overpayments under Section 17 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

16.2 In the event Agency is in default under Section 15 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 19.3.3, or in the event Agency terminates this Agreement under Sections 19.2.1, 192.2, 19.2.3, or 19.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed according to the requirements, acceptance criteria, representations and warranties of the this agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for Deliverable-based work, a claim for the sum designated for completing the Deliverable multiplied by the percentage of work completed on the Deliverable and accepted by Agency, for authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the Deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement under Sections 19.1 or 19.2. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 16.2, Local Government shall promptly pay any excess to Agency.

SECTION 17: RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other Agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 18: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12 NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL , OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 19: TERMINATION

19.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

19.2 Agency may terminate this Agreement as follows:

19.2.1 Upon 30 days advance written notice to Local Government;

19.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure Authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

19.2.3 Immediately upon written notice to Local Government, if federal or state laws, Rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

19.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

19.2.5 As otherwise expressly provided in this Agreement.

19.3 Local Government may terminate this Agreement as follows:

19.3.1 Upon 30 days advance written notice to Agency;

19.3.2 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure Authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

19.3.3 Immediately upon written notice to Agency, if federal or state laws, Rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

19.3.4 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

19.3.5 As otherwise expressly provided in this Agreement.

19.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be Deliverables under the Agreement. If Local Government is in default of this Agreement, upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things reasonably needed to complete the work that was to have been performed by Local Government under this Agreement, such documents, research, objects, or other tangible things not to include any third party software licenses.

SECTION 20: INSURANCE

20.1 Local Government Insurance. Local Government shall comply with ORS 656.017 and provide Workers' Compensation insurance coverage for its subject workers as defined in ORS 656.027. Additionally, Local Government shall maintain either self-insurance, commercial insurance, or a combination of both providing liability coverage, crime coverage for grant agreements, and other types and amounts of coverage necessary for insuring against (i) any Third Party Claim the Local Government is responsible for under Section 11: Contribution of this Agreement and (ii) other claims, suits, actions, losses, damages, liabilities, costs and expenses, including attorney's fees, arising from Local Government's acts or omissions relating to this Agreement. Local Government shall provide to Agency certificate(s) of insurance verifying coverage, including workers' compensation insurance coverage, before commencing with any Deliverables under this Agreement.

SECTION 21: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

SECTION 22: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written Agreement signed by both of the Parties.

SECTION 23: NOTICE

Except as otherwise expressly provided in this Agreement, including any notices pursuant to sections 12 and 19 to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 3 Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number. Except as set forth above in this section 23, the parties may agree to provide operational notices such as delivery, acceptance or rejection of Services or Deliverables by email as may be mutually agreed in Exhibit A, Statement of Work.

SECTION 24: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 25: SEVERABILITY

The Parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 26: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 27: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local law.

SECTION 28: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 29: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third Persons unless such third Persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 30: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each Party may terminate this Agreement upon written notice to the other party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 31: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 32: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement. Agency consents to the subcontracts described in the SOW.

SECTION 33: TIME IS OF THE ESSENCE

Time is of the essence in each party's performance of its obligations under this Agreement.

SECTION 34: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No wavier or consent under this Agreement will bind a party unless signed by an authorized person representing the consenting or waiving party, Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 35: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government shall retain and keep accessible all Records for

a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 36: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 37: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 38: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: This Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Subcontractor Insurance), and Exhibit C (Additional Requirements).

SECTION 39: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its **Oregon Water Resources Department**

Lisa Snyder – ASD Administrator — 03/17/2026 Date

City of Brookings

Tim Rundel, City Manager — 3/16/26 Date

EXHIBIT A – STATEMENT OF WORK

Project Description: Ferry Creek Dam is a High hazard embankment dam in Unsatisfactory condition with a population at risk of 84 based on analysis using the Decision Support System for Water Infrastructure Security (DSS-WISE) software and a population at risk of 12 based on analysis using the U.S. Army Corp of Engineers Dam Screening Tool (USACE-DST). The dam is owned by the City of Brookings on the south coast of Oregon. Based on a geotechnical investigation, conducted as part of a feasibility study, the dam will experience severe deformation in a Cascadia subduction earthquake. The dam is rated high hazard, so loss of life is expected from dam failure during this earthquake event. Ferry Creek Dam is no longer connected to the City's water supply system, and the City has determined removal of the dam to be the best option for this dam. This project will develop the deliverables needed to obtain permit approvals for the completed design work so that the City can proceed with the removal work.

Scope of Work

- Final Design Package – Permit Approvals
- Project Management and Administration

Deliverables

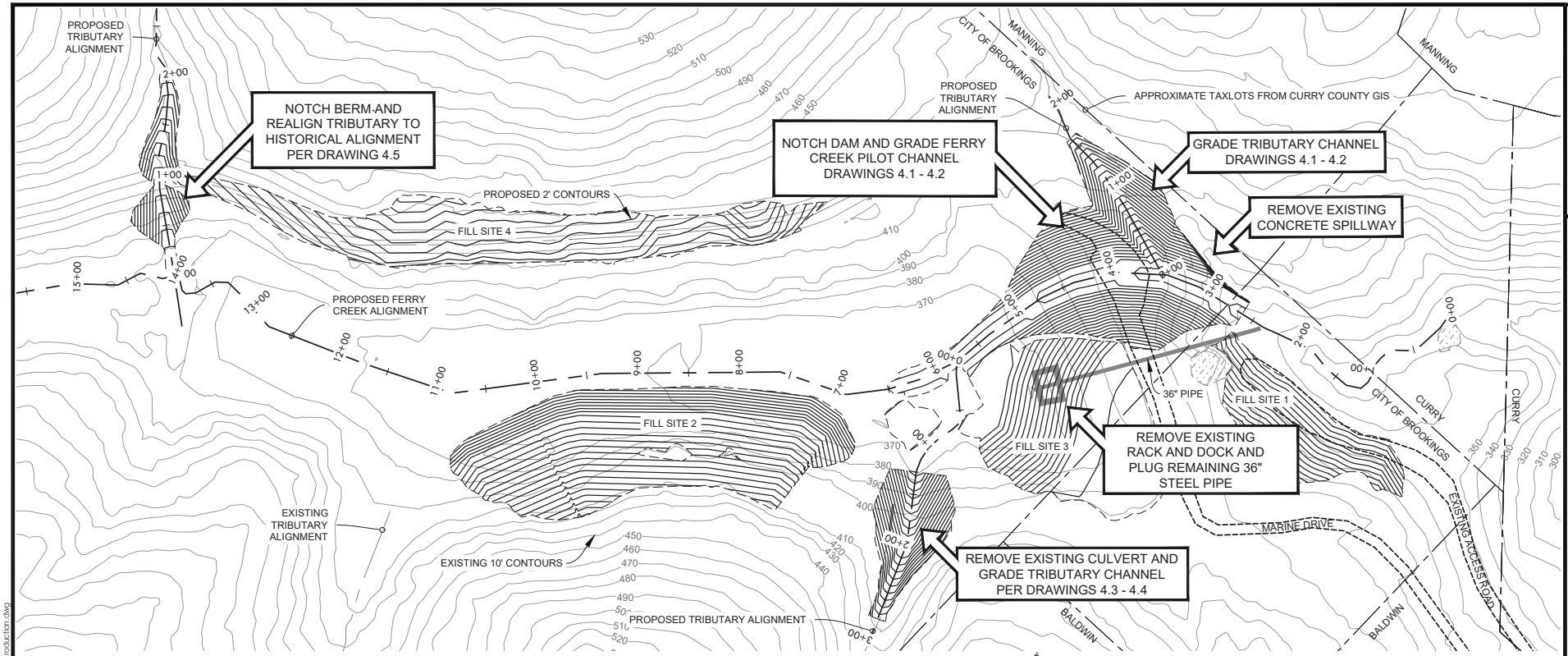
1. Secure all necessary permit approvals. The final permit package shall include but not be limited to the applications and supporting documentation to secure the following permit approvals:

    - Federal
        - National Environmental Policy Act
        - Clean Water Act Section 404: NWP 27
        - Endangered Species Act

    - State
        - Oregon Department of Fish and Wildlife
        - Department of State Lands CWA 404
        - Department of Environmental Quality CWA 401
        - Department of Environmental Quality CWA 402
        - State Historic Preservation Office (includes cultural specialist)

    - County
        - Land Use Review and Approval

2. Project Management and Administration



1 **PROJECT OVERVIEW**

1" = 100'

CONSTRUCTION SEQUENCE

1. INSTALL TRAFFIC CONTROL MEASURES PER DRAWING 3.1.
2. UTILIZE EXISTING 36" PIPE TO DRAW DOWN RESERVOIR PER DRAWING 3.5.
3. INSTALL ALL EROSION CONTROL AND WORK AREA ISOLATION MEASURES AND PERFORM FISH SALVAGE PER DRAWINGS 3.2 - 3.4.
4. REMOVE RACK AND FLOATING DOCK AND DISPOSE OF MATERIALS OFF-SITE AT A LEGAL DUMPING FACILITY.
5. NOTCH BERM AND REALIGN UPSTREAM RIVER LEFT TRIBUTARY PER DRAWING 4.5.
6. REMOVE CONCRETE SPILLWAY STRUCTURE AND DAM EMBANKMENT AND CONSTRUCT FERRY CREEK AND TRIBUTARY STREAM CHANNELS PER GRADING PLAN DRAWINGS 4.1 AND 4.2.
7. REMOVE EXISTING CULVERT FROM DOWNSTREAM RIVER RIGHT TRIBUTARY PER DRAWINGS 4.3 AND 4.4.
8. DISPOSE OF EXCAVATED MATERIALS IN DESIGNATED DISPOSAL AREAS ONSITE PER DRAWINGS 4.0 AND 4.6. DISPOSE OF CONCRETE OFF-SITE AT A LEGAL DUMPING FACILITY.
9. PLACE SALVAGED LARGE WOOD MATERIAL PER DRAWINGS 5.0 - 5.3.
10. ACTIVATE RESTORED STREAM BY REMOVING SAND BAGS/BULK BAGS AT A CONTROLLED RATE.
11. PLUG EXISTING 36" PIPE WITH CONCRETE PLUG PRIOR TO PLACEMENT AT FILL SITE 3.
12. SITE REVEGETATION PER DRAWINGS 6.0 AND 6.1.

RDG river design group
236 Wisconsin Avenue Whitefish, MT 59937 406.862.4927
311 SW Jefferson Avenue Corvallis, OR 97333 541.738.2920

PROJECT OVERVIEW

FERRY CREEK DAM REMOVAL
BROOKINGS, OR

NO.	DATE	BY	DESCRIPTION	CHK
*	06/30/23	JW	OWRD FINAL	SW

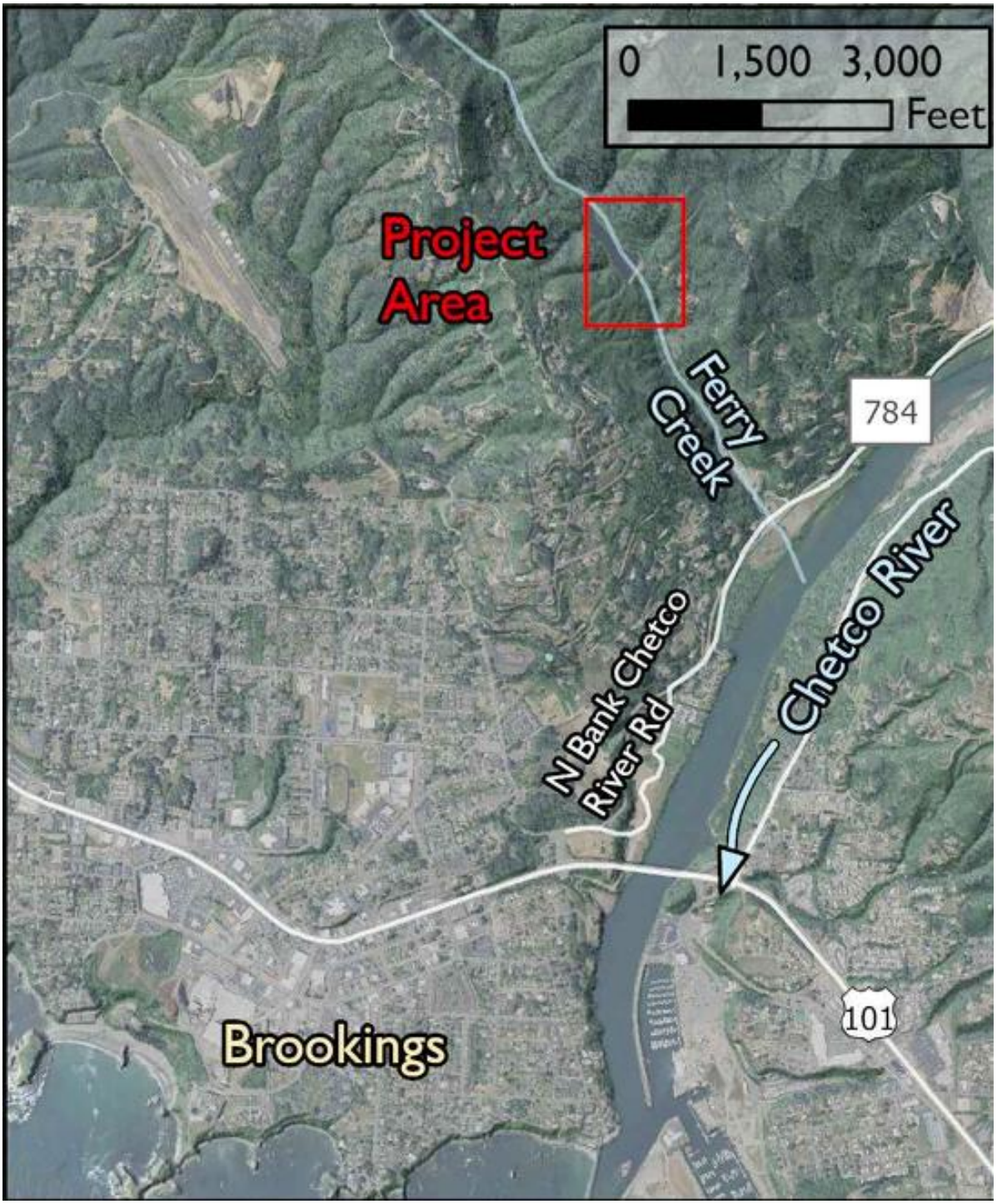
PROJECT NUMBER
RDG-22-019

DRAWING NUMBER
3.0

Drawing 4 of 22

Jul 03, 2023 - 2:23pm M:\Projects\2022\22-019 Ferry Crk Dam Removal\CAD\RDG-22-019 Ferry Crk Dam Production.dwg

Ferry Creek Dam Removal Project Area Map



CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: June 22, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject: Amendment for additional funding for the Wild Rivers Film Festival

Recommended Motion:

Approve Amendment for additional funding for the Wild Rivers Film Festival in the Amount of $3,000 through the Tourism Event Fund Assistance Program.

Financial Impact:

Funding from Transient Lodging Tax.

Background/Discussion:

At the June 8, 2026 Brookings City Council meeting, Mike Fredrick (owner of the Chetco Brewery) requested the City of Brookings give the Wild Rivers Film Festival(WRFF) an additional $3,000 for advertising and marketing. No one from the film festival had contacted the City requesting additional funding. Since Mr. Fredrick is not on the Board of Directors for the WRFF, I reached out to the festival board. I spoke with board member Sue Wright and she submitted an amendment to her original request of $2,000 (that was originally approved by staff). The WRFF submitted a digital marketing plan and staff feels this additional funding would be utilized appropriately for advertising and marketing of their event.

Attachment(s):

a. Signed Cover Letter from Sue Wright
b. Amended TEFA Application
c. Digital Marketing Plan

June 16, 2026

City of Brookings / Tourism Event Fund Assistance
Attn: Tim Rundell and Laurie Ziemer
898 Elk Drive
Brookings, Oregon 97415

Dear Tim and Laurie,

The Wild Rivers Film Festival respectfully requests additional Tourism Event Fund Assistance (TEFA) support for our Fourth Annual Wild Rivers Film Festival, scheduled for August 13–16, 2026, in the heart of downtown Brookings.

As the festival continues to grow, we are expanding our marketing efforts to increase visitation from outside the region. Through a partnership with Bicoastal Media, we are implementing a targeted advertising campaign throughout southern Oregon and northern California, with concentrated outreach in the Grants Pass/Medford, Coos Bay, and Eureka markets leading up to the festival. In addition to tracking ticket sales and audience demographics, Bicoastal Media will provide detailed analytics that will allow us to measure the effectiveness and reach of these promotional efforts.

Enclosed is the TEFA application addendum outlining our request.

Thank you for considering this additional funding opportunity. In its fourth year, the Wild Rivers Film Festival is experiencing significant growth and increasing synergy with local businesses, organizations, and community partners. Approximately 40 percent of our audience currently comes from outside the Brookings area. Additional TEFA funding will strengthen our ability to attract even more visitors and continue building the Wild Rivers Film Festival into a signature annual event for Brookings and Oregon's South Coast.

We appreciate the City's continued partnership and support of this growing cultural and economic asset.

Warmly,
Sue Wright, Founder and Past President

Please submit a cover letter detailing event along with this completed form

Event Title:	2026 Wild Rivers Film Festival		
Organization:	Wild Rivers Film Festival	**Non Profit: Yes ☐ No ☐**	
Event Description:	WRFF will shocase dozens of indie films for an immersive four-day experience. Up to two dozen volunteers will help host the event that has been growing for the past three years.		
Event Date/s:	August 13-16		
Location:	Redwood Theater, Pelican Playhouse, Chetco Library,	**Location secured?**	In progress **Yes ☐ No ☐**
Amount Requested	$ $3000.00		
How will funds be used:	The funds will be used towards radio and digital advertising in Coos Bay, Eureka, and the Grants Pass/ Medford area.		
Marketing Being Used to Attract Visitors:	Bicoastal Marketing's Ticket Stop event with ad blasts in June, spread out for July, and ad blasts in August, culminating in an on air radio event at the Chetco Library on August 13 with a prize drawing. Radio advertising in Coos Bay (KOOS) last half of July and first half of August, Radio Advertising in Eureka (Power 96.3 KFMI) two weeks in August. Digital advertising in Medford.		

Expected Event Budget

Estimated Income			Estimated Expenses		
Fees Collected	$ 15000		**Facility/Venue Costs**	$ 11,000	
Admissions	$ 3000		**Insurance**	$ 500	
Concessions	$ ----		**Advertising**	$ 7,000	
Donations	$ 25,000		**Supplies**	$ 2,000	
Grants	$ 19,600		Prof Expenses	$ 42,100	
TOTAL	$ 62,600		**TOTAL**	$ 62,600	

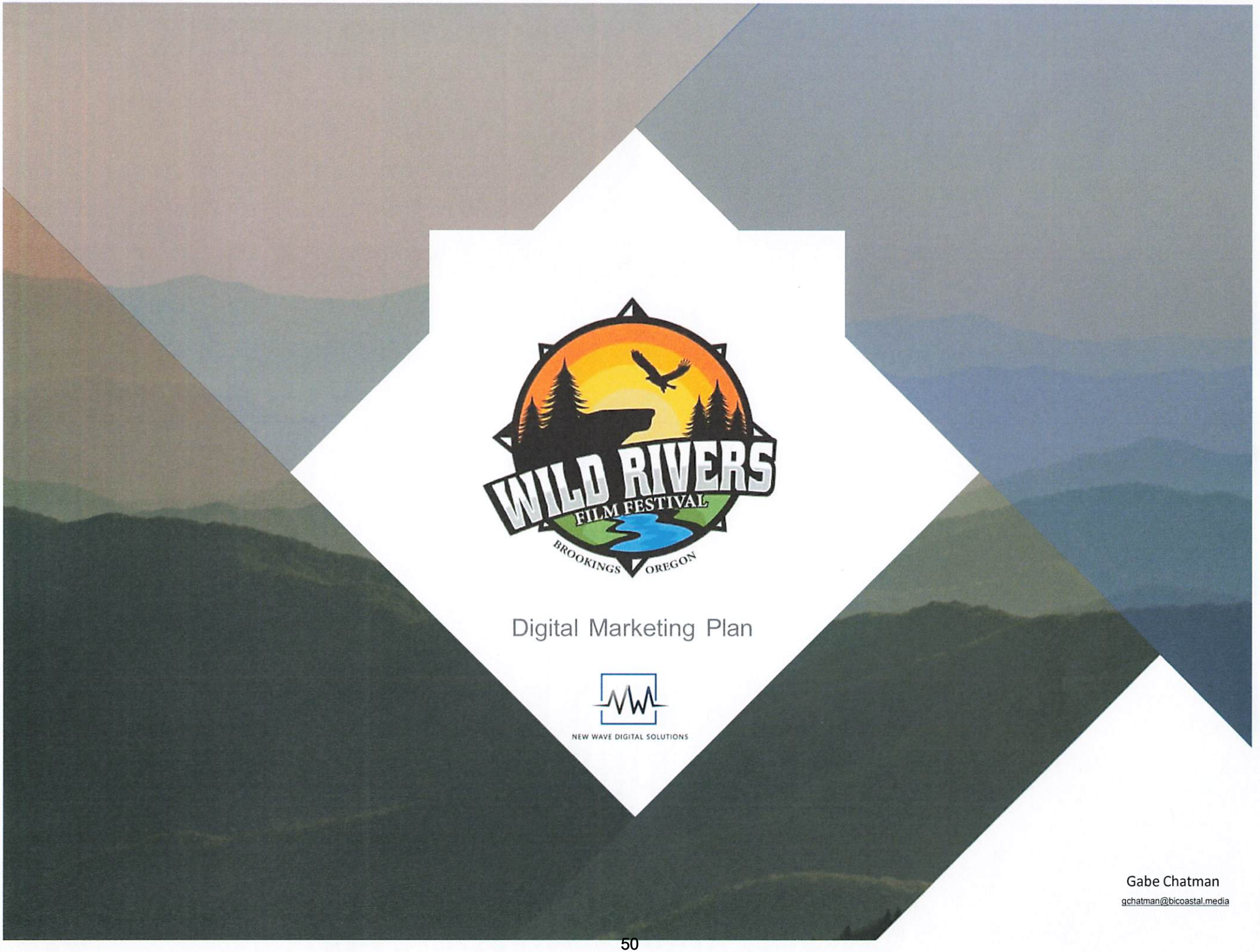
Is a portion of profits going to a Non-Profit? Yes ☐☒ No	**If Yes Percent:**	100 %	**Organization:**	WRFF

Additional Sponsors and Contributions:	Oregon's Wild Rivers Coast, Oregon Film, and about two dozen other sponsors, plus over a dozen Founder's Circle members ($1000 annual donations).

How do you intend to evaluate the success of your event and determine the number of out of town visitors?
Use of WIX and Square to track ticket sales. Bicoastal's analytics on radio and digital advertising.

Contact Person:	Sue Wright, Founder and Past President		
Phone:	509.496.5528	**Email:**	suemariewright@gmail.com
Mailing Address:	PO Box 4060, Brookings, OR 97415		

If more space is required please attach additional pages



Digital Marketing Plan

NEW WAVE DIGITAL SOLUTIONS

Gabe Chatman
gchatman@bicoastal.media

THE CUSTOMER JOURNEY

Multi-Channel Marketing

From brand awareness to advocacy, the path to purchase consists of different phases - each one a huge opportunity to turn a potential customer into an engaged advocate. By utilizing a strategic mix of tactics that encompass different stages of the journey, you can begin watching your customer conversions grow.

- Companies that use multi-channel marketing have experienced **3x higher effectiveness rates** than those that use non-integrated campaigns.
- Customers spend up to **10% more** after being reached via multi-channel marketing campaigns.
- **89%** of customers are retained by companies with multi-channel marketing strategies.
- This year, adults are projected to spend over **8 hours/day** with digital media - a 37% jump from 5 years ago.

AWARENESS

- Programmatic Display
- Digital Out-Of-Home
- Programmatic Audio
- Social Media Display
- Social Dynamic Ads
- LinkedIn
- TikTok
- Snapchat
- Facebook Retargeting
- SEO
- OTT/CTV
- Intent Targeting
- Native Display
- Websites
- YouTube

CONSIDERATION

- Intent Targeting
- Native Display
- Email
- Social Media Display
- Social Dynamic Ads
- LinkedIn
- TikTok
- Snapchat
- Facebook Lead Generation Ads
- Facebook Retargeting
- Pre-Roll
- Landing Pages
- PPC
- Dynamic Auto Display
- Dynamic Auto PPC
- Dynamic Auto OTT/CTV
- Dynamic Auto Social
- Chat to Conversion

PURCHASE

- Landing Pages
- PPC
- ECommerce
- Google Shopping
- Social Media Display
- Social Dynamic Ads
- LinkedIn
- TikTok
- Snapchat
- Facebook Lead Generation Ads
- Facebook Retargeting
- Geofencing & Conversion Zones
- Addressable Geofencing
- Retargeting
- Call Tracking
- Dynamic Auto Display
- Dynamic Auto PPC
- Dynamic Auto OTT/CTV
- Dynamic Auto Social
- Chat to Conversion

RETENTION

- Email
- Social Media Display
- LinkedIn
- TikTok
- Snapchat
- Addressable Geofencing
- Survey - (Landing Pages/ Website/ Email)
- Retargeting
- Chat to Conversion

ADVOCACY

- Email
- Social Media Display
- LinkedIn
- TikTok
- Snapchat
- Retargeting
- Chat to Conversion

Sources: Sureshot, 2022,V12 Data, 2021, The Pipeline, 2022, Statista, 2022

OVERVIEW

About Your Proposal

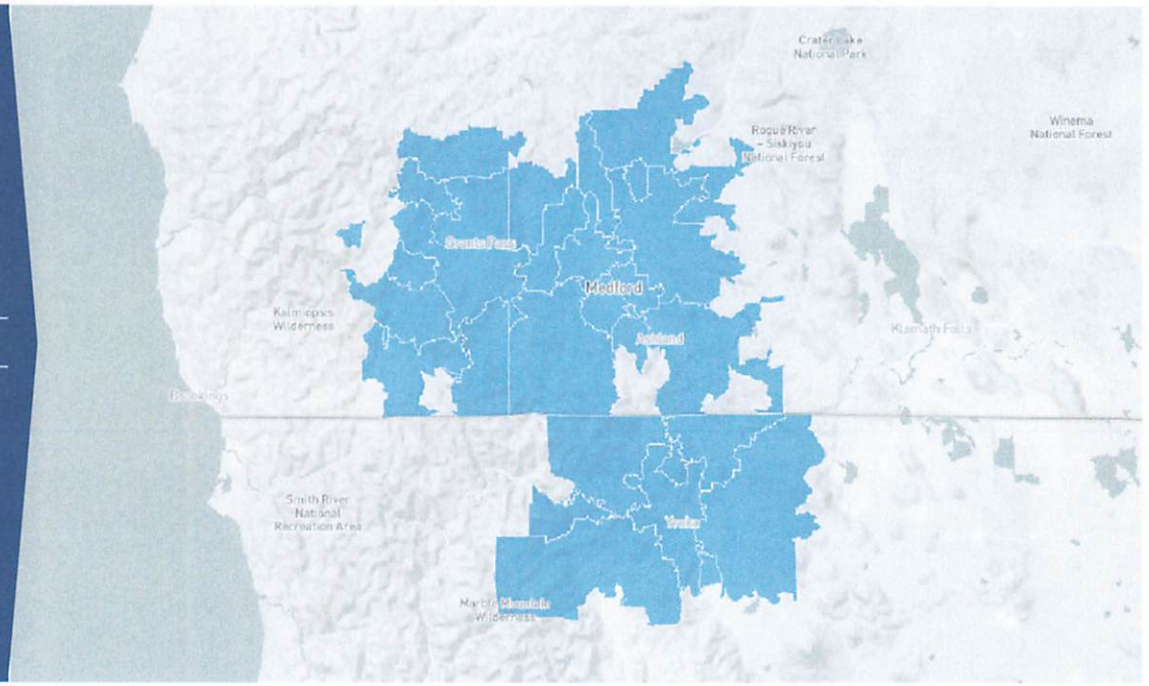
We offer highly targeted advertising solutions to reach your best audience and deliver results for your business.

79.4%

OF THE POPULATION

2 Locations

30 ZIP CODE



Products

Connected TV

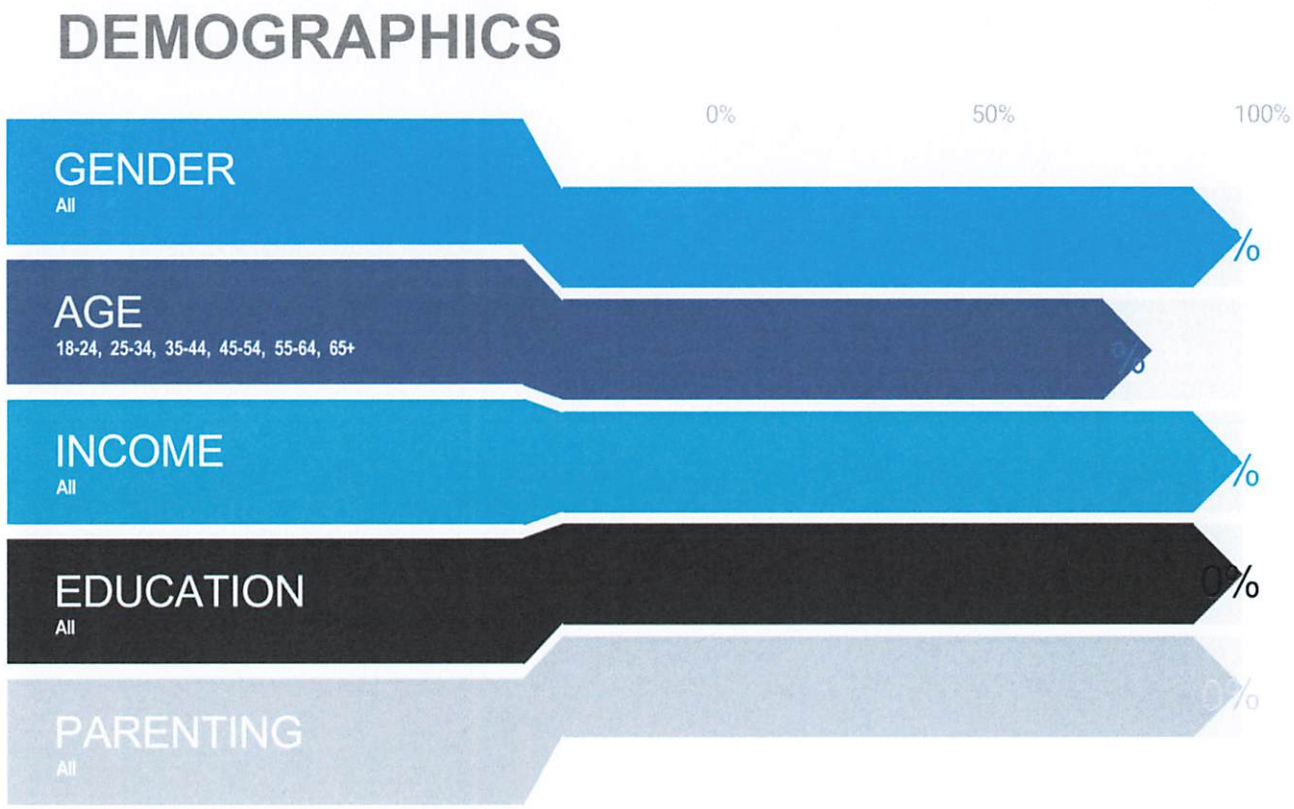
Streaming Audio

YouTube

AUDIENCE

Audience Targeting

Effectively reach potential consumers online by combining your knowledge of your best customers with our advanced targeting capabilities. Target key characteristics of online consumers to deliver your message to the right users.

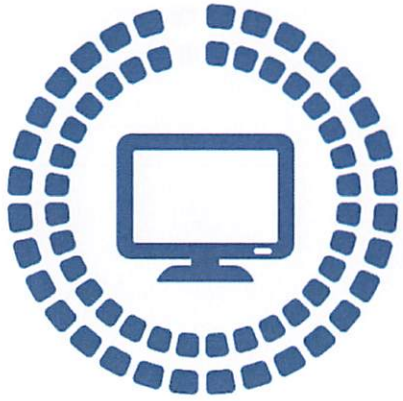


REACH & FREQUENCY

Reach & Frequency

Build an effective and efficient campaign leveraging reach and frequency estimates to optimize the value of your advertising dollars. Understand how much of your target audience you can reach, and how often, based on your advertising strategy.

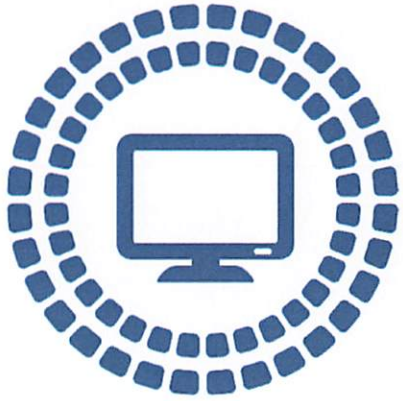
TARGET POPULATION:
254,162 / 319,929



BUDGET 1

96.6% Reach
(How many people see your ad)

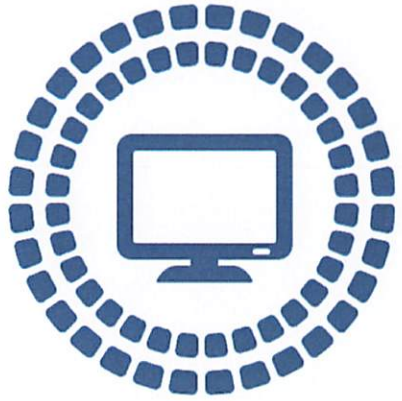
3.5x
Frequency
(How many times people see your ad)



BUDGET 2

99.9% Reach
(How many people see your ad)

7.1x
Frequency
(How many times people see your ad)



BUDGET 3

100% Reach
(How many people see your ad)

12.3x
Frequency
(How many times people see your ad)

YOUTUBE

How It Works?

TrueView In-Stream video ads on YouTube are skippable after 5 seconds, but the advertiser only pays for impressions when the customer watches for over 30 seconds, or interacts with the ad.

AUDIENCE TARGETING
ON ALL DEVICES



72% of men and women
in the United States use YouTube.*

62% of users log on daily
in the United States.**

Source: Statista Research Department

* https://www.statista.com/statistics/810461/us-youtube-reach-gender/ ** https://www.statista.com/statistics/256896/frequency-with-which-us-internet-users-visit-youtube/

CTV

How It Works

Engage with your audience on the largest screen in the home with Connected TV. CTV is a form of OTT (Over the Top) advertising, but ads are only served to users viewing premium streaming content on television screens.

Creative (1 video) is free when meeting the threshold of 50k impressions over 3 months. Any additional creative is $400.



NETWORKS

Audience Match

With audience match backed by MRI Simmons data, find your customers on the channels they're most likely watching. Enhanced network targeting allows you to make the most of your CTV/OTT budget.

HGTV



ABC



TLC



CBS



MTV



VH1



CMT



MTV 2



Bravo



OWN



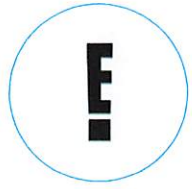
Oxygen



NBC



E!



Lifetime



USA



The CW



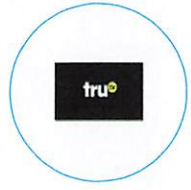
Travel Channel



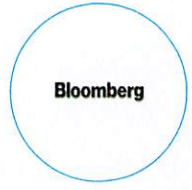
Cooking Channel



TruTV



Bloomberg



STREAMING AUDIO

How It Works?

Capture the attention of your audience while listening to their favorite music or podcast. With Streaming Audio you can reach your audience while they are truly engaged and listening. Ads are served to a custom geography and delivered on the most premium platforms in the industry.

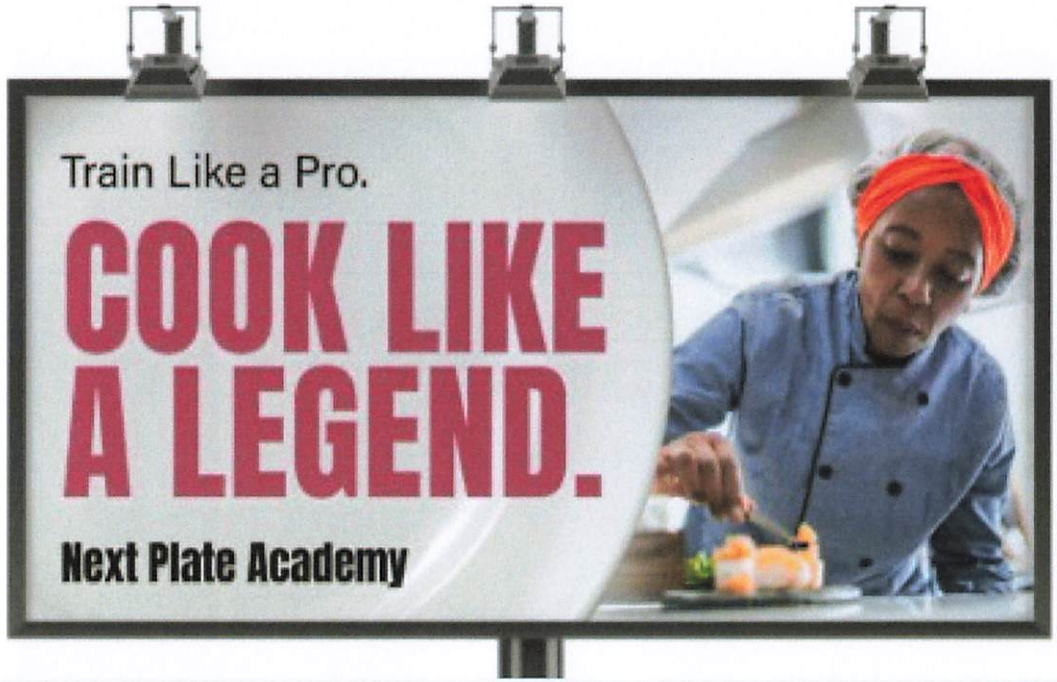


DIGITAL OUT-OF-HOME

DOOH

DOOH connects your brand with consumers in their daily routines. Whether they're commuting, shopping, or socializing, your message remains visible and impactful.

DRIVE ENGAGEMENT WITH DIGITAL OUT-OF-HOME



WHY DOOH WORKS FOR YOU

Location-Based Targeting: Deliver relevant messages where they matter most

High-Visibility Formats: Large, dynamic displays ensure your brand stands out.

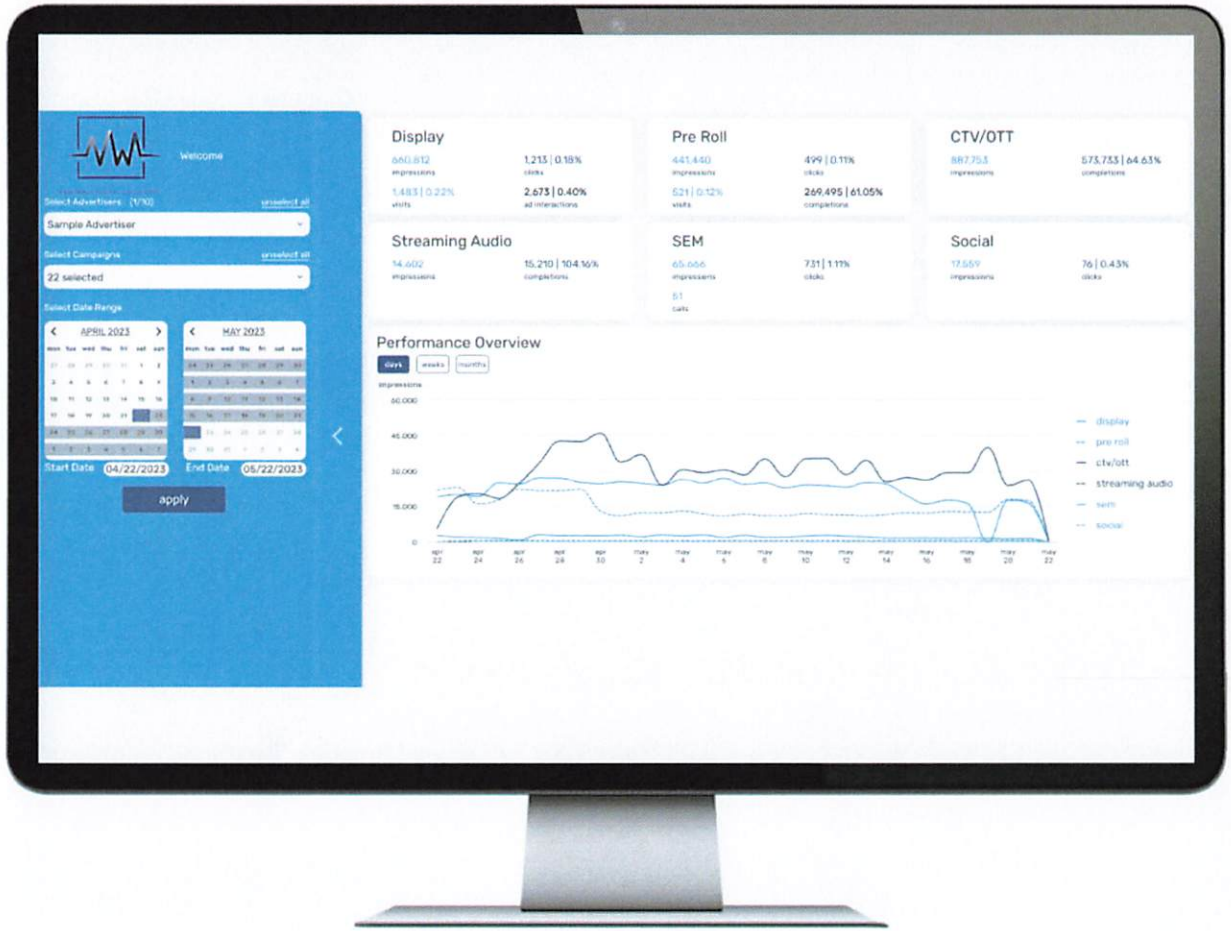
Enhanced Brand Recall: DOOH creates lasting impressions in key environments.

Seamless Cross-Channel Support: Strengthen your marketing mix with DOOH integration.

ANALYTICS

How It Works?

24/7 access to campaign performance metrics is not just convenient, it's a must have. We provide the data points you need to make sure you are getting the most from your ad spend.



GOOD

Client Agreement

12 MONTHS

START DATE: _____

END DATE: _____

PRODUCTS	DETAILS	BUDGETS
DOOH DISPLAY	38,462 IMPRESSIONS/MO	$ 1,000/MO
YOUTUBE	5,357 YOUTUBE VIEWS/MO	$ 750/MO
CONNECTED TV	16,667 IMPRESSIONS/MO	$ 1,000/MO
STREAMING AUDIO	25,000 IMPRESSIONS/MO	$ 1,000/MO
RECURRING TOTAL	-	**$ 3,750/MO**
	Grand Total	**$ 45,000**

PRINT CLIENT/AGENCY NAME:

CLIENT/AGENCY SIGNATURE:

NWDS - CRESCENT CITY, CA SIGNATURE:

THANK YOU FOR CHOOSING US

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH YOU AND GROW YOUR BUSINESS.

Confidential & Proprietary

NEW WAVE DIGITAL SOLUTIONS

BETTER

Client Agreement

12 MONTHS

START DATE: _____

END DATE: _____

PRODUCTS	DETAILS	BUDGETS
DOOH DISPLAY	96,154 IMPRESSIONS/MO	$ 2,500/MO
YOUTUBE	10,714 YOUTUBE VIEWS/MO	$ 1,500/MO
CONNECTED TV	33,333 IMPRESSIONS/MO	$ 2,000/MO
STREAMING AUDIO	37,500 IMPRESSIONS/MO	$ 1,500/MO
RECURRING TOTAL	-	**$ 7,500/MO**
	Grand Total	**$ 90,000**

PRINT CLIENT/AGENCY NAME:

CLIENT/AGENCY SIGNATURE:

NWDS - CRESCENT CITY, CA SIGNATURE:

THANK YOU FOR CHOOSING US

WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH YOU AND GROW YOUR BUSINESS.

Confidential & Proprietary

BEST

Client Agreement

12 MONTHS

START DATE: _____

END DATE: _____

PRODUCTS	DETAILS	BUDGETS
DOOH DISPLAY	192,308 IMPRESSIONS/MO	$ 5,000/MO
YOUTUBE	17,857 YOUTUBE VIEWS/MO	$ 2,500/MO
CONNECTED TV	50,000 IMPRESSIONS/MO	$ 3,000/MO
STREAMING AUDIO	50,000 IMPRESSIONS/MO	$ 2,000/MO
RECURRING TOTAL	-	**$ 12,500/MO**
	Grand Total	**$ 150,000**

PRINT CLIENT/AGENCY NAME:

CLIENT/AGENCY SIGNATURE:

NWDS - CRESCENT CITY, CA SIGNATURE:

THANK YOU FOR CHOOSING US
WE LOOK FORWARD TO THE OPPORTUNITY TO WORK WITH YOU AND GROW YOUR FILM FESTIVAL!

Confidential & Proprietary

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: June 22, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject: Amendment to Tourism Event Fund Assistance Application

Financial Impact:

From the Transient Lodging Tax.

Background/Discussion:

At the June 8, 2026 Council Meeting there was discussion to amend the existing TEFA Application to allow applicants to request above the $2,000 max threshold.

Staff recommends the additional language: Applicants may request an amount greater than $2,000, provided the additional request is directly tied to advertising and marketing efforts designed to increase tourism and attract out-of-area visitors. Requests above $2,000 must include a clear explanation of how the additional funds will be used and will be reviewed on a case-by-case basis, subject to available funding and City approval.

Attachment(s):

a. Current TEFA Application

CITY OF BROOKINGS
TOURISM EVENT FUND ASSISTANCE

The City of Brookings (City) will accept proposals from individuals and/or organizations interested in undertaking events with the purpose of increasing tourism.

Specifically, the City is interested in the development of events or the addition of events to current events that would increase out of area overnight visitors. Events scheduled during off-season months (October thru April) are encouraged. The City is offering incentives to assist event organizers in facilitating and promoting **(advertising/marketing)** their events up to $2,000.

Submissions:
To be considered, coordinators must submit a cover letter detailing event along with this form to:

"Tourism Event Fund Assistance"
898 Elk Drive
Brookings, OR 97415
or email at: lziemer@brookings.or.us

Proposals will be accepted on an ongoing basis and must be received at least **60 days prior** to the date of the proposed event. Incomplete submittals will not be considered.

Process
The City will consider proposals from all interested parties presenting the requested information and otherwise demonstrating the ability to fully fund, manage and execute the proposed event. Proposals will be evaluated based upon event sustainability. Priority will be given to first time events and non-profit organizations.

Right to Reject All Proposals
The City reserves the right to accept, reject, withdraw, or amend any and/or all proposals, or any component part thereof, deemed to be in the best interest of the City or in the best interest of the desired outcome. All costs incurred in the preparation and presentation of this proposal are the sole responsibility of the proposer. The City reserves the right to request additional information or clarification from all proposers until all funding has been awarded.

Once submitted proposals and supporting materials become the property of the City of Brookings and are available to the public.

Permitting/Insurance Requirements
Events to be held on City property require an approved Event and/or Parks Use Permit and insurance Certificates of Liability. Event and Park Use Permit applications may be obtained from the Parks Division of Public Works & Developmental Services at City Hall and on the City's website at:
https://www.brookings.or.us/DocumentCenter/View/19/Parks-Use-Application-PDF.

Questions
Please direct questions to Lauri Ziemer at 541-469-1138 or lziemer@brookings.or.us.

Please submit a cover letter detailing event along with this completed form					
Event Title:					
Organization:			**Non Profit: Yes ☐ No ☐**		
Event Description:					
Event Date/s:					
Location:			**Location secured?**	**Yes ☐ No ☐**	
Amount Requested	$				
How will funds be used:					
Marketing Being Used to Attract Visitors:					

Expected Event Budget					
Estimated Income			**Estimated Expenses**		
Fees Collected	$		**Facility/Venue Costs**	$	
Admissions	$		**Insurance**	$	
Concessions	$		**Advertising**	$	
	$		**Supplies**	$	
	$			$	
TOTAL	$		**TOTAL**	$	

Is a portion of profits going to a Non-Profit? Yes ☐ No ☐	**If Yes Percent:**	**%**	**Organization:**	
Additional Sponsors and Contributions:				
How do you intend to evaluate the success of your event and determine the number of out of town visitors?				
Contact Person:				
Phone:		**Email:**		
Mailing Address:				
If more space is required please attach additional pages				

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: June 22, 2026

Originating Dept: PW/DS

Signature (submitted by)

City Manager Approval

Subject: System Development Charges Discussion

Background/Discussion:

At the January 26, 2026 Workshop, Council received a staff presentation and discussed how to move forward on policy for Multi Family/Workforce Housing System Development Charges (SDC) Waivers.

Also at the January 26, 2026 Workshop, Jamie Batte from truHOME came to discuss his request for some type of SDC Waiver on his application for a building permit to build a fourplex.

Since the January Workshop, the topic was discussed again at the April 13, 2026 Workshop and there has been another SDC Waiver request. At that Workshop, the option to look at SDC Waivers case by case until a formal policy is developed was discussed. The discussion ended with asking Council to determine a framework and/or cap for waivers until a formal policy is developed.

Council discussed the SDC Waiver subject again at the April 27, 2026 Workshop and suggested staff draft a policy that would include up to 50% reduction in SDCs for the development of multifamily housing that included four units or more. During the meeting, City Attorney Lori Cooper was directed to review the legality of such a policy.

Attachments:

a. DLCD Memo
b. Sample Waiver Municipal Code

Action Sheet

2A	System Development Charge Exemption for Affordable Housing	
Completeness	**ARA Components**	**Key Needs Addressed**
Level 2: Requires some sensitivity, feasibility, and applicability testing or customization for the local context	• Model Municipal Code	• Housing affordability
Description	Policy-based exemptions to SDCs (fees on development to recover a proportionate cost of the impact to local infrastructure) for regulated affordable housing projects.	
Impact	**Medium**. Reduces development costs for affordable housing, potentially allowing for deeper affordability or less subsidy required. The impact depends on the amount exempted and current SDC rates. This ARA has helped support many affordable housing projects. It shows local commitment to affordable housing and sometimes helps close a gap or reduce required subsidy per unit to an extent that makes affordable housing development viable. It is likely to be most valuable and effective where SDCs are highest and when financing costs are highest.	
Applicability	This ARA could work for any jurisdiction that has SDCs that they control.	

Case Studies & Evaluation

Oregon Examples

“Oregon communities that offer SDC exemptions for affordable housing include Portland, Bend, Tigard, Eugene, Salem, Lake Oswego, Ashland, McMinnville, Florence, Newberg, and Forest Grove. Most service providers that offer SDC exemptions/waivers for affordable housing limit it to regulated/income-restricted affordable housing. Some cities and service providers have set a cap on the amount of waivers (number of units or dollar amount) they will issue for a given time

period, but most do not backfill foregone revenue from other sources." (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, page 117)

System Development Charges Survey Report (2023): Conducted by the League of Oregon Cities, this survey reported a substantial increase in the number of cities providing SDC exemptions for affordable housing—from 31% to 54% between 2016 and 2022. (orcities.org)

Bend: "Since December 2017, the City of Bend has offered SDC exemptions to all rental and for-sale housing affordable to households making 80 percent or less of area median income (AMI) through a deed restriction.[1] The City's Affordable Housing Advisory Committee has the authority to approve exemptions on City water, sewer, and transportation SDCs, and can also recommend exemptions for parks SDCs levied by the Bend Park and Recreation District. Upon approval, the exemptions are structured as a forgivable loan at 3 percent annual interest, with no payments due as long as the property remains affordable for at least five years. If the affordability restrictions are removed within five years of the project's completion, the SDCs become payable, with interest, by the original applicant.[2]" (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, pages 120-121; and Bend Municipal Code 12.10.120)

Eugene: The City provides SDC exemptions for both rental and homeownership affordable housing projects. For rental developments, the income limit is set at 60% of the area median income (AMI), while for homeownership projects, it is 80% of the AMI. The affordability requirement must be maintained for a minimum of five years. The city utilizes a Request for Proposal (RFP) process to allocate these exemptions. (Eugene Program Description and Eugene Municipal Code 7.725)

Portland: Affordable housing developments are exempt from all system development charges. To be eligible for the program, the applicant must have site control and the proposed development must meet the affordability requirements. The terms and conditions are outlined in a recorded Regulatory Agreement (requirements differ for rental vs for sale units). (System Development Charge (SDC) Exemption Program | Portland.gov)

Salem: The City provides SDC waivers for affordable housing. Launched in 2019, the waivers for affordable housing have been used by approximately 14 projects that have included a total of nearly 800 housing units as of April 2024. (Existing Housing Policy Review, Potential Actions, Main Barriers, Salem HPS, ECOnorthwest, December 2024 and Salem Municipal Code 41.150)

Tigard: The City allows for exemption of city transportation and park Systems Development Charges (SDCs) for regulated affordable housing (at or below 80% of median household income for a minimum of 20 years). SDCs for water, sanitary sewer, and stormwater systems are not exempt under this program. (https://www.tigard-or.gov/home/showpublisheddocument/1410/638015990136470000)

Available Research and Evaluation

The Oregon System Development Charges Study describes the extent to which SDCs impact the cost of building affordable housing:

- As of 2019, SDCs averaged more than $8,000 per affordable housing unit on average across the state. (Blue Sky Consulting Group, “Affordable Housing Cost Study: Analysis of the Factors That Influence the Cost of Building Affordable Housing in Oregon” (Oregon Housing and Community Services, June 27, 2019).)
- “Over $7 million of affordable housing funding has gone towards SDCs over the past 10 years for projects within the City of Hillsboro alone. This represents nearly 6 percent of the total development costs on average.” (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, page 85)
- “SDCs represent a small share of overall affordable housing costs; however, given the number of new affordable housing units funded by OHCS each year, the total SDC-related expenditures associated with affordable housing development are likely substantial.”

It also describes the benefits of exemptions (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, pages 118-119):

The Oregon System Development Charges Study (2022) identified “two main benefits of SDC exemptions, based on their reduction to development costs: Less funding from state, federal, or local sources is needed to make a given affordable housing development financially feasible. This can mean less time and effort spent securing gap financing, particularly for smaller projects and those not using typical funding sources… [and] Lower costs help projects score better for competitive funding opportunities, which often score projects based, in part, on costs per unit.” (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, page 118) Additional specific impacts identified based on the funding source(s) and project scale include:

- “Low Income Housing Tax Credit (LIHTC) projects: SDCs are included as an eligible cost in calculating tax credit equity for a given project, which means that waiving SDCs reduces development costs but also reduces the amount of equity available to the project to some extent. (Tax credit equity typically covers roughly 30-70 percent of project costs depending on the specific tax credit program, with the balance coming from loans or gap financing.) While exemptions are still beneficial, and interviews with affordable housing developers suggest that they can make a difference in making projects work, only a portion of the savings translates into reduced need for gap financing or debt. However, some LIHTC funding that is awarded competitively includes a scoring system related to a project’s cost-effectiveness relative to similar projects, so reducing or eliminating SDC costs can help achieve a higher score by reducing the cost per unit.199
- “Other competitive state funding sources: Many state funding programs for affordable housing have limits on the amount of funding per unit and projects needing less subsidy per unit are scored higher.200 For these projects, all cost reductions are helpful and benefit the project on a dollar-for-dollar basis.
- “Small projects and other funding sources: Smaller affordable projects that may have many smaller funding sources tend to be more sensitive to development cost per unit because of the difficulty of securing funding. This can include affordable middle housing development, some affordable homeownership projects, and other small, innovative

projects. For these projects, the primary concern is closing the gap between project costs and what the affordable units will generate in revenue, and waiving SDCs can offer a substantial benefit."

The study also notes potential draw-backs: "if the funding not provided for SDCs needs to be made up from other state, federal, or local sources, then exemptions shift that cost from one funding source to another. Funds for both affordable housing and local infrastructure investments are in short supply relative to needs." (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, page 119)

Finally, the study provides examples of the impact of several jurisdictions' exemption programs:

- "Between 2016 and 2021, Bend granted exemptions on 577 units of affordable housing, for a total value of $5.2 million. Nearly all of these exemptions have been granted to nonprofit developers of affordable housing. … For the few projects by market-rate developers in Bend that have been granted SDC exemptions to date, the program achieved only short-term affordability." (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, pages 120-121)
- Portland's HOLTE program and associated SDC exemption is noted to have helped deliver over 1,300 units at a range of affordability levels from its inception through 2018, with units from a mix of nonprofit and for-profit developers. The study notes examples of homes built by market-rate developers that have offered a lower price to qualifying buyers than to other buyers, passing on the SDC savings associated with the exemption directly. (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, pages 122-123)

Customization & Implementation Considerations

Since SDC revenues are needed to expand or make infrastructure system improvements, some jurisdictions interpret SDC laws and ratemaking principles to require backfilling foregone revenue. However, other jurisdictions have implemented SDC exemptions without explicitly backfilling. The Model Municipal Code language included herein only covers the exemption, not alternative sources to replace lost revenue.

To customize this ARA to reflect local needs and circumstances, a jurisdiction will need to make a number of program choices. Each is described below.

- The types of SDCs which are within the jurisdiction's control (e.g., parks, transportation, water, wastewater, and stormwater) and which will be subject to the exemption.
- Whether the jurisdiction will be offering a full exemption or a reduction (or both depending on the qualifications of the project).
- Whether the exemption will apply to all qualified projects (this is the approach taken in the attached Model Municipal Code) or whether the jurisdiction will be establishing a fixed budget (i.e., an annual cap) for its SDC exemptions (the City of Eugene uses this approach, Eugene Program Description).

    - Setting a “cap” allows a jurisdiction to control the overall financial impact of the exemption, but necessitates additional steps to ensure the equitable distribution of available funds, including:
        - Determining the budget available for the coming fiscal year.
        - Providing notice to affordable housing developers of available funds.
        - Establishing an open and competitive application process including specifying submittal materials, etc.
        - Establishing a selection process, including criteria by which to rank the applicants.
    - Setting a cap also decreases predictability and increases the effort required for applicants.
- The types of projects that should qualify, including:
    - An “automatic” exemption for projects undertaken by the jurisdiction or housing authority or others.
    - Home ownership and/or rental housing (including lease-to-own).
    - Minimum level of affordability required to qualify for different types of projects.
    - Minimum duration of affordability (e.g., 5 years, 20 years, 30 years, etc.).
- The steps that will be taken to ensure that the units remain affordable for the approved duration.
    - The structure of the obligation (e.g., Bend structures SDC exemptions as a forgivable loan, Bend Municipal Code 12.10.120)
    - The covenants or deed restrictions that are needed for rental and ownership projects.

Model Municipal Code

Note: Model municipal code draws primarily on examples from Bend, Eugene and Salem.

Notes, optional items, and text to be filled in by the jurisdiction are shaded in gray and in [brackets].

Municipal Code Amendments

Amend chapter related to System Development Charges. NOTE: revisions to the SDC methodology may also be required.

XX.XXX Exemptions

The system development charge[s] imposed under this chapter shall not apply to the following:

A. [Any [affordable housing] development which is, or by agreement will be undertaken by, the City, Oregon; the Housing Authority of the City.]

B. A unit of [rental] housing located in a housing project of one or more housing units that meets the following standards:

1. The housing unit is affordable to households as follows:

a. Rental housing units (including lease-to-own) must be affordable to households with an income at or below [insert number] percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.

b. Owner-occupied housing units must be affordable to households with an income at or below [insert number] percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.

2. Eligible units shall meet the criteria in this subsection for a minimum period of [number] years from the date the Certificate of Occupancy is issued.

3. A deed restriction is recorded that maintains affordability of the property as required in this subsection for not less than the specified number of years [elected for exemption]; and

4. In the event that the project or portion of the development subject to this subsection is no longer affordable as required in this subsection, the exemption shall terminate, and the City shall make due and payable all previously exempt portions of the system development charges based on rates in effect on the date of submittal of a complete building permit application, plus accrued interest from the date of issuance of the building permit to the date of the termination of the exemption. The City may collect reinstated system development charges by filing a lien in the City's lien docket, or by recording a lien in the lien records of the applicable county.

5. Upon satisfaction of the covenant for the full duration, continued residential use will be considered an “existing use” for purposes of calculating credits against future SDCs due. No credit for existing use will be provided on redevelopment to a nonresidential use, at any time following satisfaction of the covenant for the full duration.

Action Sheet

2B	System Development Charge Deferral for Housing

Completeness	ARA Components	Key Needs Addressed
Level 2: Requires some sensitivity, feasibility, and applicability testing or customization for the local context	• Model municipal code	• Type–housing mix • Type–stock by tenure • Overall production • Affordability

Description	An SDC deferral would result in a jurisdiction collecting SDCs later in the development process. SDCs are most commonly collected at Building Permit issuance, but under statute they may be collected at "the time of increased usage of a capital improvement" or "connection to the capital improvement", which allows flexibility to collect the fees when construction is complete, for example, at final inspection or at issuance of a Certificate of Occupancy. (OREGON SYSTEM DEVELOPMENT CHARGES STUDY)
Impact	Medium. Reduces carrying costs for development, which can particularly benefit smaller developers (both market-rate and affordable). It is likely to be most valuable and effective where SDCs are highest and when financing costs are highest.
Applicability	This ARA could work for any jurisdiction that has SDCs that they control.

Case Studies & Evaluation

Oregon Examples

Tigard: SDCs are calculated when a permit application is submitted. Water SDCs are payable at purchase of a water meter; other SDCs are due prior to final inspection or issuance of an occupancy permit, whichever is the city's final action. No special application or other guarantees are required. (System Development Charges (SDC) | City of Tigard and Tigard Municipal Code Section 3.24.080))

Portland: In April 2023, the Portland City Council approved a temporary ordinance allowing developers to defer SDC payments for new housing projects for up to 24 months from the date of permit issuance without interest. (SDC Announcement | City of Portland)

Bend: Effective January 1, 2025, the City of Bend's SDC Deferral Program is available for all residential developments. This program allows developers to defer SDC payments until the Certificate of Occupancy is approved. For multi-family developments, Parks SDCs can be deferred, while for other residential developments, deferrals are available for all SDCs. (SDC Deferrals | City of Bend)

Madras: Subject to the availability of City resources, the City Administrator may enter into an "SDC Deferred Payment Agreement." Unless a different period is specified in a resolution adopted by the City Council, the deferment shall not exceed one year, issuance of a final certificate of occupancy, actual occupancy, or initiation of use, whichever occurs first. 3.40.130 Collection of charge | Madras Municipal Code

Sherwood: Provides a deferral only if the total City SDCs (Transportation and Parks) are more than $50,000. Payment is due by Certificate of Occupancy. Code of Ordinances | Sherwood, OR | Municode Library

Medford: Single-family residential SDCs may be deferred until time of sale of the home, or time of actual occupancy, whichever is first. Multi-family residential SDCs may be deferred until issuance of certificate of occupancy, time of sale, or time of actual occupancy, whichever is first. For larger projects, there are limits on the amount that may be deferred. https://medford.municipal.codes/Code/3.739

Available Research and Evaluation

The Oregon SDC study provides the following information about the impact and trade-offs associated with SDC deferral (OREGON SYSTEM DEVELOPMENT CHARGES STUDY, pages 113-115):

- "Many service providers raised concerns about an increase in administrative costs and increased risk of nonpayment. Some testimony points to particular concerns around the potential for deferring SDCs until time of sale rather than certificate of occupancy, because local governments are not involved in the sale transaction.
- "The effort (and cost) required to collect SDCs varies with the public agency's leverage at different points in the development process. For most public agencies, their moment

of maximum leverage is when building permits are issued. If full payment of SDCs is a requirement for obtaining building permits, the public agency need not worry about enforcing payment, because developers are unlikely to begin work before building permits have been issued. While development is required to obtain a certificate of occupancy when the building is constructed prior to its use, some service providers expressed concern that the public agency's leverage is greatly reduced at this stage, out of concern that some developers may forgo the certificate of occupancy in order to avoid the fee. Other service providers noted that they make scheduling a final inspection contingent on the SDCs being paid, which has avoided these issues.

- "deferral programs have had mixed results in different communities. All noted an increase in administrative effort, but the magnitude ranged from less than an hour of staff time per application to multiple hours for multiple staff, depending on permitting systems and deferral program requirements. The most challenging non-payment issues reported were linked to commercial development, though some reported needing to follow up with residential developers when payment was due (e.g., if there was a time limit on the deferral in addition to a trigger at certificate of occupancy). Several reported little use of the program, while others see (or saw) substantial usage.
- "When a developer must pay SDCs can impact financial feasibility, because SDCs add costs before the value of the development is fully realized. The earlier that SDCs are paid, the longer the developer must "carry" the costs. The total cost of SDCs to developers includes not only the SDC amount but also the added interest payments associated with it if it needs to be financed over the construction period.
- "A delayed or deferred payment of SDCs would reduce the carrying costs and reduce the total cost of housing development at the margin. The likely impact is greater for projects that take longer to build and greater for developers that are less creditworthy and would borrow at a higher interest rate. For developers who opt to pay SDCs from working capital rather than adding them to the construction loan, developer interviews suggest that there is still an opportunity cost associated with tying up the developer's available funds. Some suggested that this up-front cost means less money is available to pay for other pre-development and early construction costs that can accelerate project delivery.
- "While many developers pointed to timing of SDC payment as a factor that impacts their developments, others expressed indifference at when the cost is paid and whether it is financed, given that the construction loan is generally capped at a fixed percentage of total project costs, and the same amount will need to be financed either way.

Customization & Implementation Considerations

To customize this ARA to reflect local needs and circumstances, a jurisdiction will need to make a number of program choices. Each is described below.

- The types of SDCs which are within the jurisdiction's control (e.g., parks, transportation, water, wastewater, and stormwater) and which will be subject to the deferral.

- The types of projects that should be eligible for SDC deferrals (e.g., all residential projects, multi-unit projects over a certain number of units, or affordable housing, etc.) and whether all SDCs be available for deferral for all project types.
    - If choosing to limit deferrals to a subset of residential projects, then eligibility criteria will be needed. For jurisdictions that are also implementing ARA 2A, criteria for these two actions should be considered together.
- Whether payment of SDCs at certificate of occupancy will be the standard protocol (see **Model Municipal Code - Option 1**) or only available upon request (see **Model Municipal Code - Option 2**).
- If only available upon request:
    - The amount of time provided by the deferral. The deferrals could be “indefinite” (i.e., payment is due whenever the final approval is issued) or could be a time limit (e.g., 24 months).
    - The administrative fee and or “recovery fee,” if any, that will be charged. The City of Bend add a 2% recovery fee to the total due (SDC Deferral Program | City of Bend).
    - If deferral is for a limited time, the enforcement mechanism. In the City of Portland failure to pay system development charges in full within 24 months of the issuance of a qualifying building permit results in the accrual of interest at the City’s default interest rate. Penalties and collection charges may also accrue. (SDC Ordinance | City of Portland)
- Whether modifications to the permit tracking procedures or systems are needed to allow for the later payment timeline.

Model Municipal Code

Notes, optional items, and text to be filled in by the jurisdiction are shaded in gray and in [brackets].

Amend chapter related to System Development Charges.

Option 1: Deferred Payment as Standard Protocol

Note: this option based on City of Tigard https://ecode360.com/43649456#43649512

XX.XXX Payment.

A. SDCs are calculated and are due and payable as follows:

1. Calculation. SDCs are calculated based on the fees in effect at the time of submission of the complete building or plumbing permit application to which the fees relate. If a building or plumbing permit is not required and a land use decision is required, SDCs are calculated based on the fees in effect at the time of submission of the complete land use application to which the fees relate.

2. Due and Payable.

a. [Water SDCs are due and payable upon purchase of a water meter.]

b. All other SDCs are due and payable prior to the earlier of:

i. Issuance of a temporary certificate of occupancy, if applicable; or

ii. Prior to final inspection or the issuance of a permanent certificate of occupancy, whichever is the city's final action on the building or plumbing permit to which the fees relate.

c. If a building or plumbing permit is not required and a land use decision is required, all other SDCs are due and payable upon issuance of the land use decision to which the fees relate.

B. The city may not issue any certificate of occupancy or final inspection approval or allow a connection to the city's systems until all applicable SDCs have been paid in full unless an exemption has been granted pursuant to Section [XXX] or installment payment arrangements have been made pursuant to Section [XXX].

C. If development commences or a connection is made to the city's [water, sanitary sewer, or stormwater] systems without the required building permit or land use approval, all applicable SDCs will be immediately due and payable

Option 2: Deferred SDC Payment by Request

Note: this example based on City of Bend (https://bend.municipal.codes/BC/12.10.105)

XX.XXX Payment Deferral.

A. The City may defer payment of SDCs from the time payment is otherwise due until the time a certificate of occupancy is issued or final inspection is approved or the City accepts public infrastructure, as applicable to the particular development for which SDCs are due, subject to the provisions of this section. Deferral is not available for development for which SDCs are applicable and no building permit, certificate of occupancy, or City acceptance of infrastructure is required.

B. The following type(s) of development are eligible for deferral:

1. [All residential development, and the residential components of mixed-use development]

2. [Affordable housing development, as defined in XXX]

C. An application for deferral must be submitted and the deferral approved by the City before the SDC is payable under Section [XXX] or before the building permit or other development approval is accepted. An application for a deferral under this section must be accompanied by and pay a fee established by Council resolution to cover all the City's costs associated with the deferral. The City may charge interest on deferred SDCs, at a rate established by resolution. No additional agreement is necessary to receive a deferral under this section.

D. All deferred SDCs must be paid before the City will issue an occupancy permit or final inspection.

E. Occupancy of the development before payment of the applicable SDCs is prohibited.

F. The amount of SDCs due is the amount due at the time the SDC became payable under Section [XXX], regardless of whether the SDC rates have increased by the time payment is due under a deferral under this section. The amount of SDCs due shall be determined as of the date the occupancy permit is applied for.

XX.XXX SDC Waivers

The system development charge[s] imposed under this chapter shall not apply to the following:

A. [Any [affordable housing] development which is, or by agreement will be undertaken by, the City, Oregon; the Housing Authority of the City.]

B. A unit of [rental] housing located in a housing project of one or more housing units that meets the following standards:

1. The housing unit is affordable to households as follows:

a. Rental housing units (including lease-to-own) must be affordable to households with an income at or below [insert number] percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.

b. Owner-occupied housing units must be affordable to households with an income at or below [insert number] percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.

2. Eligible units shall meet the criteria in this subsection for a minimum period of [number] years from the date the Certificate of Occupancy is issued.

3. A deed restriction is recorded that maintains affordability of the property as required in this subsection for not less than the specified number of years [elected for exemption]; and