

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL/URBAN RENEWAL AGENCY**

**Monday, June 26, 2017, 7:00pm**

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

The City Council will meet in Executive Session at 6:00 PM, in the City Manager's office, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions," under the authority of ORS 192.660 (2)(h) "To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed," and under the authority of ORS 192.660(2)(i) "To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing."

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

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

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

#### **D. Ceremonies**

1. Presentation to Student Ex Officio

#### **E. Oral Requests and Communications from the audience**

1. Public Comments on non-agenda items – 5 minute limit per person.\*

#### **F. Staff Reports**

1. Ferry Creek Grant Agreement [PWDS, Pg. 3]
  - a. February 2016 Inspection [Pg. 5]
  - b. November 2016 Inspection [Pg. 12]
  - c. Grant Agreement [Pg. 21]
2. Charter Spectrum Digital Advertising Renewal [City Recorder, Pg. 34]
  - a. Proposal [Pg. 36]
  - b. Analytics [Pg. 38]
3. Pistol River Wave Bash Fund Request [City Recorder, Pg. 39]
  - a. Proposal [Pg. 40]
4. Tourist Survey RFP [City Recorder, Pg. 42]
5. Chetco River Gage Agreement [City Manager, Pg. 43]
  - a. Letter and Agreement [Pg. 44]
6. Insurance Agent of Record [F&HR, Pg. 48]
  - a. Sample contract [Pg. 49]

#### **G. Resolutions**

1. New Deferred Compensation Plan [F&HR, Pg. 57]
  - a. Resolution 17-R-1110 [Pg. 58]
2. Transfer of Appropriations for FY 2016-17 Budget [F&HR, Pg. 59]

- a. Resolution 17-R-1111 [Pg. 61]
- b. Resolution 17-R-1112 [Pg. 62]
- c. Resolution 17-R-1113 [Pg. 64]
- d. Resolution 17-R-1114 [Pg. 65]
- e. Resolution 17-R-1115 [Pg. 66]

#### **H. Consent Calendar**

- 1. Approve Council minutes for June 12, 2017 [Pg. 68]
- 2. Accept TPAC Minutes for May 18, 2017 [Pg. 73]
- 3. Receive monthly financial report for May 2017 [Pg. 74]

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

- 1. Council Liaison Reports

#### **J. Adjournment**

### **URBAN RENEWAL AGENCY**

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

#### **B. Roll Call**

#### **C. Accept Agency minutes** for June 12, 2017 [Pg. 80]

#### **D. Public Comments**

#### **E. Staff Reports**

- 1. Transfer of Appropriations for FY 2016-17 [Fin & HR, Pg. 81]
  - a. Resolution 17-R-1116, Budget [Pg. 82]

#### **F. Agency Remarks**

#### **G. Adjournment**

\*Obtain Public Comment Forms and view the agenda and packet information on-line at [www.brookings.or.us](http://www.brookings.or.us), at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.



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

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: PWDS

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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**Subject:** Accepting Oregon Water Resources Department (OWRD) Grant of \$72,500 to develop a feasibility study for future work on Ferry Creek Dam

**Recommended Motion:**

1. Authorize the City Manager to execute Grant Agreement #GA-0125-17 with OWRD for the development of a feasibility study for Ferry Creek Dam.
2. Authorize the City Manager to Develop a Scope of Work (SOW) and negotiate a fee with The Dyer Partnership to develop the Feasibility Study in accordance with Grant Agreement #GA-0125-17

**Financial Impact:** Grant funds \$72,500  
City Match \$72,500

This is a budgeted Capital Improvement Project (CIP) to be paid from water SRF funds.

Reviewed by Finance & Human Resources Director: 

**Background/Discussion:**

Ferry Creek provided the City of Brookings' original water system source. Original dam construction and water right applications were filed with the State Engineer in 1913 and 1917. The 1917 water rights application was perfected at 28 Acre Feet. Additional work was performed on Ferry Creek Dam (Dam) ca. 1963 - 1966 that increased the water reservoir capacity and the City's associated water right to 167.4 Acre Feet or 54,543,741 gallons (water right priority date 2/10/1966). This amount of water equates to approximately 40 - 50 days of service to the City of Brookings at current use rates.

Staff identified the need for an alternative water supply study in the fiscal year 2014/15 CIP budget to better understand available options and costs to develop a secondary water supply location. The existing water intake located roughly four miles upstream on the northerly bank of the Chetco River is the only water supply for the City of Brookings water customers. In the event of a road slide/land slide, significant earthquake, or other access issue to the water intake and treatment plant, staff's ability to operate the facilities would be impacted.

It is also postulated that with climate change and associated rising ocean levels, the Ranney Collector intake could be inundated with salt water during low flow periods of the Chetco River. Salt water inundation would render the City's singular water supply unusable for drinking water.

Considering the background history associated with Ferry Creek Reservoir, the current “high hazard dam” rating for Ferry Creek Dam (Attachments A and B) and that we have one active water source the next viable step is to evaluate the Dam for (at least) the following three alternatives:

- Remove the dam completely and restore the area to natural conditions
- Repair the dam to current standards
- Remove and replace the dam to current standards

The Feasibility Study will present an unbiased evaluation of all three alternatives, provide comparable cost estimates, and generally discuss the viability of retaining and redeveloping this water supply source. The evaluations will include a geotechnical component and a recommended alternative for Council review and approval.

To this end, staff applied to the Oregon Water Resources Department for a grant to develop a Feasibility Study. We received notice of a successful application and subsequently Grant Agreement # GA 0125-17 (Attachment C). The grant is a 50% match up to \$72,500. The City must make an equivalent amount available for the grant to move forward as stipulated in the Agreement.

- Attachment(s):
- A. February 1, 2016 Ferry Creek Dam Inspection
  - B. November 23, 2016 Ferry Creek Dam Inspection
  - C. Water Conservation, Reuse & Storage Grant Program,  
Grant Agreement #GA-0125-17





February 1, 2016

Gary Milliman, City Manager  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

**Re: Ferry Creek Dam (F-25) – Inspection Summary**

This dam was inspected on October 6, 2015. I performed the inspection with Greg Wacker, Watermaster District 19. Ray Page from the City was also there for the inspection, and we met briefly with you and Laura Lee Snook, after our inspection. The Water Resources Department conducts routine inspections of the dam's exterior surfaces to identify conditions that might affect the safety of the dam. Dams are assigned a hazard rating based on downstream hazard to people and property. OWRD conducts review of hazard ratings as resources are available. The hazard rating of this dam has changed to high based on the dam breach inundation analysis and homes off of the North Bank Chetco Road. The dam will now be inspected on an annual basis.

**Summary:** The dam has not been recently operated for water supply purposes, and is in unsatisfactory condition. It had been rated as low-hazard by this agency, so had not been a frequently inspected dam, and this was the first time I have performed the inspection. Multiple issues of concern were identified at the dam, as described in this inspection letter.

**Results of Inspection:**



Ferry Creek Reservoir

**ATTACHMENT A**

The reservoir level was 3-feet below the dam crest when inspected. Minimum freeboard was 2-feet, which is unsafe. The reservoir was fairly clean, with no large floating logs. The photo above shows, what is believed to be, the inlet structure for the conduits. It is unknown if this is operational.



Crest of dam

The crest of the dam also serves as road access across the dam. The surface is moderately rutted. I observed no sign of recent slope movement on the crest or either face of the dam. Inspection for animal damage was limited by heavy cattail cover on the upstream face.



Spillway approach channel

There was moderate growth of vegetation at the spillway approach. This restricts flood flow into the spillway.





Spillway control section

The spillway control section appears very narrow for passage of a probable maximum flood, which is the design standard for a high-hazard rated dam. There are significant defects in the concrete control part of the spillway, as shown in the next photo.



Slope movement into spillway control section

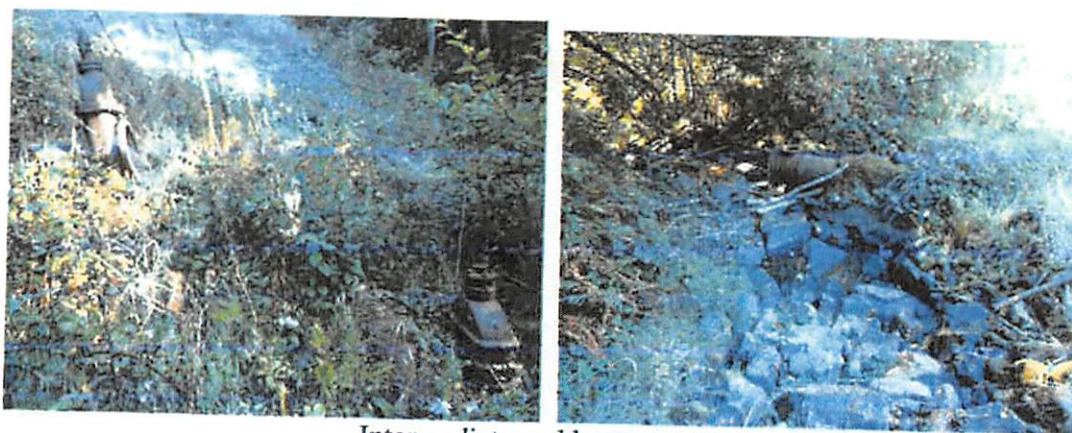
The hillslope adjacent to the spillway has, at some point, moved towards the spillway control section. Struts have been placed and may be reducing or temporarily controlling slope movement. Additional movement is a very real possibility, and such movement would greatly compromise ability of the spillway to pass flood flow.





First and Second valves

There are multiple conduits that penetrate through this dam. This is very atypical. Each conduit provides a potential location for leakage into the dam. It also appears that these pipes, with valves on the downstream side, may very well be pressurized. There was no opportunity to inspect the conduit, since the upstream end was submerged and the downstream end was buried and connected to the pressurized irrigation system. A conduit is pressurized when the control valve is at or below the outlet of the dam, instead of in the reservoir on the upstream face. Most dams are designed for gravity flow, not for pressurized conduits. Conduits are pipe, and depending on the type of pipe and the age of the pipe, risk of high-pressure leakage exists in a pressurized system. In an earthen dam, this high pressure water can cause severe internal erosion, and this can result in rapid dam failure.



Intermediate and bottom valves

To date, I had not inspected an embankment dam with many penetrating conduits. It may not be possible to make the dam safe with penetrating conduits.



Downstream face of dam

It appears the dam may have been built into and/or around an outcrop or boulder on the left side of the photo above. Accurate characterization of the geologic conditions at this dam will be essential in deciding how to move forward.

The combination of the spillway, multiple non-functional conduits and high-seismic shaking zone, put this dam into UNSAFTISFACTORY condition. It is essential that a plan to make this dam safe be developed, and progress begin on improving the safety of this dam.

**Making This Dam Safe:** This dam is in need of major rehabilitation. This should be under the direction of an experienced dam engineer, with geotechnical, hydrologic and seismic expertise. In addition, an Emergency Action Plan should be developed for this high-hazard dam. We would be happy to prepare a draft EAP for your review, upon notification from you.

We use a standard inspection form, and a copy of the field inspection sheet for this dam is attached. I plan on another routine inspection next year. Please let me know if you have any questions about this inspection. I understand this is the first correspondence from this agency on these serious issues. It is essential to develop and a timeframe for making this dam safe.

Sincerely,

Keith Mills, P.E., State Engineer  
(503) 986-0840  
Cell (541) 706-0849

C: Greg Wacker, Watermaster District 19  
Dam Safety File F-25





# Dam Safety Inspection Form

State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1271  
(503) 986-0900

Name of Dam: Ferris File #: F-25  
 Height: 65 ft. Storage: 167 ac. ft. Permit: R-4720 NID #: OR- 00437  
 Hazard: ☐ Low ☐ Significant ☐ High \* ☒ Request Inundation Analysis for change  
 Inspector(s): M. J. S. Wacker Watermaster District: 19  
 Others on site: Ray Page  
 Date: 10-2-2015 Weather: Sunny  
 Prior Inspection Date: 1-15-2009 Issues from prior inspection: \_\_\_\_\_

Expedited Re-inspection Needed: ☐ Next Inspection Date: 2016

**Rating Criteria:** 5-Very good; 4-Adequate 3-Maintenance or minor repair needed  
 2-Serious repair needed; 1- Urgent dam safety issue – action now - Contact dam owner and dam safety engineer directly

I. Dam	<input checked="" type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Up. Slope	Vegetation, Animals, Erosion, Wave Action, Depression, Whirlpool adjacent	
Crest	Width, Surfacing, Vegetation, Trampling, Depression, Cracks, Breaching	
Down. Slope	Vegetation, Animals, Erosion, Seepage, Leak (muddy), Bulge, Depression, Slide	3
R. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	3
L. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	3
Toe	Vegetation, Erosion, Seepage, Leak (muddy), Boil	3
Seepage/leak flow	Right ____ gpm    Center ____ gpm    Left ____ gpm    Other ____ gpm (use comment)	4
Auxiliary dike (s)	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> over 5	
Comments:		

II. Reservoir	Pool elevation: _____	Point of Reference: _____	Rating
Minimum freeboard	Vertical distance debris from debris line to crest ____ ft.		
Floating Debris/Trash	<input checked="" type="checkbox"/> Clean <input type="checkbox"/> Around reservoir <input type="checkbox"/> Near spillway		4
Log Boom	<input type="checkbox"/> Not needed <input type="checkbox"/> Present <input checked="" type="checkbox"/> Needed <input type="checkbox"/> Deterioration <input type="checkbox"/> Ineffective		3
Unusual Conditions	<input type="checkbox"/> None <input checked="" type="checkbox"/> Active Landslide <input type="checkbox"/> Wildfire in Watershed <input type="checkbox"/> Other (comments)		—
Comments:	<i>Signs slope movement, activity unknown</i>		

III. Toe Drains #	1	2	3	4	5	6	7	8	9
Flow (gpm)									
Damage									
Sediment									
Rating									

<b>IV. Conduit</b>	Control: <input type="checkbox"/> Manual <input type="checkbox"/> Power <input type="checkbox"/> Other <input type="checkbox"/> Conduit Control missing		<b>Rating</b>
Inlet	<input checked="" type="checkbox"/> Submerged <input type="checkbox"/> Debris on Trash Rack <input type="checkbox"/> Deterioration		—
Trickle tube	<input checked="" type="checkbox"/> None <input type="checkbox"/> Screened <input type="checkbox"/> Blockage <input type="checkbox"/> Deterioration		—
Control/Stem	<input type="checkbox"/> Operable <input checked="" type="checkbox"/> Damaged <input checked="" type="checkbox"/> Missing		2
Valve(s) cycling	<input type="checkbox"/> Frozen <input checked="" type="checkbox"/> unknown <input type="checkbox"/> past year <input type="checkbox"/> frequent		2
Size: 18"	Material: concrete	Condition: ancient, old	3
Outlet Structure	<input checked="" type="checkbox"/> Overgrown <input type="checkbox"/> Clean <input checked="" type="checkbox"/> Pressurized <input type="checkbox"/> Leaking _____ gpm		✓
Secondary outlet	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Type _____ Diameter _____ in.		3
Comments:	multiple pipes, 3 or 4 levels		

<b>V. Spillway</b>	<input type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Concrete <input type="checkbox"/> Other		<b>Rating</b>
Modifications	<input type="checkbox"/> None <input type="checkbox"/> Reduction in capacity <input type="checkbox"/> Feature not on design		—
Approach Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> debris <input type="checkbox"/> erosion brush		2
Control Section	Width _____ Depth _____ <input checked="" type="checkbox"/> Concrete <input checked="" type="checkbox"/> Rock <input type="checkbox"/> Soil <input type="checkbox"/> Culvert <input type="checkbox"/> Unstable		2
Flashboards/Gate	<input checked="" type="checkbox"/> None <input type="checkbox"/> In place <input type="checkbox"/> operational <input type="checkbox"/> deteriorated		—
Discharge Channel	<input type="checkbox"/> Clear <input type="checkbox"/> Trees/brush <input type="checkbox"/> leakage <input type="checkbox"/> headcutting ( _____ feet approaching control section, depth _____ feet.) leaking		3
Stilling basin	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Functional <input type="checkbox"/> Minor Erosion <input type="checkbox"/> Severe Erosion/Undercutting		—
Aux. Spillway	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (use comments below)		
Comments:	Spillway returns well shown		

<b>VI. Access and Security</b>			<b>Rating</b>
Vehicle access	<input type="checkbox"/> Public road <input type="checkbox"/> all weather road <input checked="" type="checkbox"/> dirt road <input type="checkbox"/> cross country		3
Fencing, signage	<input checked="" type="checkbox"/> Remote <input type="checkbox"/> Gate <input type="checkbox"/> Secure Fence <input type="checkbox"/> Camera <input type="checkbox"/> Uncontrolled		—
New Structure below dam	Dwelling _____ feet Paved public road _____ feet Other sig building _____ feet		—
Emergency Action Plan	<input type="checkbox"/> Not required <input type="checkbox"/> Completed _____ at dam (dated _____) <input checked="" type="checkbox"/> None		3
Comments:			

Instrumentation data reviewed: ☐ N/A ☐ Yes ☐ No

Other:

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November 23<sup>rd</sup>, 2016

Paul Stevens, Public Works Director  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

**Re: Ferry Creek Dam (F-25) – Inspection Summary**

I inspected this dam on October 4, 2016, with Dam Safety Specialist, Tony Janicek, District 19 Watermaster Greg Wacker, and Water Resource Engineer Lyndsey Croghan. You, along with Chrissy Bevens and Ray Page from the City of Brookings Public Works, were also there for the inspection. The Water Resources Department conducts routine inspections of the dam's exterior surfaces to identify conditions that might affect the safety of the dam. Dams are assigned a hazard rating based on downstream hazard to people and property, not on the condition of the dam. The department has classified Ferry Creek Dam as a high hazard dam and therefore we inspected it annually.

**Summary:** The dam has not been operated recently for water supply purposes and is in **UNSATISFACTORY** condition. Several issues of concern were identified at the dam and are illustrated and described in the following photos and text.

**Results of Inspection:**



**Vegetation on the downstream slope, right abutment and toe of the dam**



The reservoir level was 3.1 feet below the dam crest when inspected. Minimum freeboard was 2.1 feet, which is potentially unsafe due to the condition issues with this dam. On the dam crest, soil has settled and created a low spot which lowers the total reservoir storage by approximately 2.4 feet.

Low spots on the dam crest are typical of older earth fill dams and occur as a result of crest movement due to settlement or compaction of the soil material. Settlement occurs naturally overtime through settlement of the soil particles while compaction occurs through animal or human activity. Low spots on the crest reduce the minimum freeboard which can increase the potential for overtopping of the dam during a significant storm event. Overtopping of the dam can lead to a catastrophic dam failure.



**Steel struts preventing spillway channel retaining wall failure**

Based on measurements taken during our inspection, the spillway appears to be undersized for a moderately sized storm event. It should be noted that the only definitive means to determine if the spillway is truly undersized, is through a detailed engineering analysis. However, our rough calculations indicate that there is enough reason for concern regarding the spillway capacity without the need for a full engineering analysis at this time. Consequently, it is extremely likely that in a moderately sized storm event the dam will be overtopped, possibly leading to a catastrophic failure of the dam.

In addition, the retaining walls of the discharge channel for the spillway are beginning to fail. The walls are currently held in place by steel struts. These struts are located within the spillway channel and therefore present an obstruction to flow. As a result, the capacity of the spillway is reduced from the "as-designed" condition.



**Vegetation in the emergency spillway control section**



**Partially buried spillway control section**



There is a significant amount of vegetation in the emergency spillway control section and channel. It also appears that there was land slide into the spillway at some point in the past. This is evidenced by the fact that the control section (shown in the image above) is partially buried and the section, in its current condition, is not uniform. It also appears that there is a significant amount of material in the discharge channel just downstream of the control section. Both the vegetation and the material from the slide obstruct flow through the spillway and therefore reduce the capacity of the spillway to pass flood flows.

There is also a significant amount of vegetation on the downstream face, left and right abutments, and toe of the dam. Extensive vegetation prevents complete inspection of the dam surface and outlet control works. Visual inspection makes it possible to identify any deficiencies that may lead to unsafe operation of the dam; it is a critical component of a dam safety inspection. Common issues identified through visual inspection are embankment stability and movement, seepage, animal activity, poor condition of penetrating conduits, and lack of functionality of the outlet works.



**Intermediate conduits with valves**



**Crack in housing of upper most intermediate valve**

There are multiple conduits that penetrate through this dam. This is very atypical. Each conduit provides a potential location for leakage into the dam. Two of the conduits have valves on the downstream side which suggests that they might be pressurized. However, the upper intermediate conduit (upper left in the photo above) has a cracked housing so it is likely not pressurized. A conduit is pressurized when the control valve is at or below the outlet of the dam, instead of in the reservoir on the upstream face. Most dams are designed for gravity flow, not for pressurized conduits. Conduits are pipe, and depending on the type of pipe and the age of the pipe, risk of high-pressure leakage exists in a pressurized system. In an earthen dam, this high pressure water can cause severe internal erosion, and this can result in rapid dam failure. It does not appear that either of the two intermediate conduits has been used in some time.





**Low level conduit**

15 CFS = 6,732 gpm

There is also a low level conduit that is not pressurized. This pipe is clearly leaking at approximately 15 to 20 cubic feet per second. Either the gate valve on the upstream side is partially open or there is a leak in the upstream valve or somewhere along the conduit. We were unable to inspect the upstream gate valve because it was submerged. There are no visible controls for the low level conduit. As a result, it is not operable. A properly working outlet conduit is a key safety feature of a dam. The controls and conduit must be functional to drain the dam during an emergency.

The combination of the low spot on the crest, the issues with the spillway, multiple non-functional conduits, and the fact that the dam is located in a high-seismic shaking zone all cause this dam to remain in UNSAFTISFACTORY condition.

Thank you for your recent efforts in developing a plan to make this dam safe. Please continue to work on this plan. I will support your efforts in any way that I can. Please don't hesitate to contact me, or other members of the dam safety staff, with any questions.

**Recommendation(s):**

1. Restore the dam crest height to the as designed condition by filling in the low spot(s) on the dam.
2. Monitor the reservoir level and freeboard if over 4 inches of rain in 24 hours has or is occurring.
3. Increase the minimum freeboard. A safe operating condition would be a minimum freeboard of no less than five feet. However, due to issues with the outlet conduits there is currently no way to release water from this dam. As a result, the safest way to release water would be through a siphon.
4. Remove debris and vegetation from the spillway channel so that the channel remains unobstructed and functions as designed.
5. Remove vegetation from the downstream face of the dam, right and left abutments, and toe of the dam.
6. Continue to analyze the safety of this dam and develop a plan for rehabilitation or removal based on analysis of the safety of the dam and the City's need for additional water supplies
7. An Emergency Action Plan should be developed for this high hazard dam. We will work with you on preparing a draft EAP.

We use a standard inspection form, and a copy of the field inspection sheet for this dam is attached. Thanks again for meeting with us. I plan on another routine inspection next year. Please let me know if you have any questions about this inspection. I look forward to future inspections of this dam.

Sincerely,

A handwritten signature in blue ink that reads "Keith Mills". The signature is fluid and cursive, with the first name "Keith" and last name "Mills" clearly distinguishable.

Keith Mills, P.E., State Engineer  
(503) 986-0840  
Cell (541) 706-0849

C: Greg Wacker, Watermaster District 19  
Dam Safety File F-25



# Dam Safety Inspection Form

State of Oregon --  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1271  
(503) 986-0900

Name of Dam: FERRY CREEK File #: F-25  
Height: 65 ft. Storage: 167 ac. ft. Permit: R-4720 NID #: OR- 00437  
Hazard: ☐ Low ☐ Significant ☒ High ☐ Request Inundation Analysis for change  
Inspector(s): MILLS, WACHNER, CREHAN, SANICEK Watermaster District: 19  
Others on site: CHRIS BEVENS, PAUL STEVENS, RAY PAGE  
Date: 10/04/2016 Weather: OVERCAST  
Prior Inspection Date: 10/6/15 Issues from prior inspection: \_\_\_\_\_

Expedited Re-inspection Needed: ☐ Next Inspection Date: 2017

**Rating Criteria:** 5-Very good; 4-Adequate 3-Maintenance or minor repair needed

2-Serious repair needed; 1- Urgent dam safety issue - action now - Contact dam owner and dam safety engineer directly

I. Dam	<input checked="" type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Up. Slope	Vegetation, Animals, Erosion, Wave Action, Depression, Whirlpool adjacent	+
Crest	Width, Surfacing, Vegetation, Trampling, Depression, Cracks, Breaching	2
Down. Slope	Vegetation, Animals, Erosion, Seepage, Leak (muddy), Bulge, Depression, Slide	+
R. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	1-
L. Abutment	Vegetation, Animals, Erosion, Seepage, Leak (muddy)	1-
Toe	Vegetation, Erosion, Seepage, Leak (muddy), Boil	4-
Seepage/leak flow	Right ____ gpm Center ____ gpm Left ____ gpm Other ____ gpm (use comment)	---
Auxiliary dike (s)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> over 5	---
Comments:		

II. Reservoir	Pool elevation: <u>3.1</u>	Point of Reference: <u>5</u>	Rating
Minimum freeboard	Vertical distance debris from debris line to crest <u>2.1</u> ft.		3
Floating Debris/Trash	<input checked="" type="checkbox"/> Clean <input type="checkbox"/> Around reservoir <input type="checkbox"/> Near spillway		4
Log Boom	<input checked="" type="checkbox"/> Not needed <input type="checkbox"/> Present <input type="checkbox"/> Needed <input type="checkbox"/> Deterioration <input type="checkbox"/> Ineffective		---
Unusual Conditions	<input type="checkbox"/> None <input type="checkbox"/> Active Landslide <input type="checkbox"/> Wildfire in Watershed <input type="checkbox"/> Other (comments)		---
Comments:			

III. Toe Drains #									
Flow (gpm)									
Damage									
Sediment									
Rating									

IV. Conduit		Control: <input type="checkbox"/> Manual <input type="checkbox"/> Power <input type="checkbox"/> Other <input type="checkbox"/> Conduit Control missing	Rating
Inlet gate	<input checked="" type="checkbox"/> Submerged		1
Trash Rack	<input checked="" type="checkbox"/> Submerged		1
Control/Stem	<input type="checkbox"/> Clean <input type="checkbox"/> Greased <input type="checkbox"/> Irregular <input checked="" type="checkbox"/> NOT OPERABLE		3
Valve(s) cycling	<input type="checkbox"/> Frozen <input type="checkbox"/> unknown <input type="checkbox"/> past year <input type="checkbox"/> frequent <input checked="" type="checkbox"/> NOT OPERABLE		3
Diameter:	Material <u>CS</u> Condition <u>RUSTED, THICKENED</u>		3
Outlet Structure	<input type="checkbox"/> Overgrown <input type="checkbox"/> Clean <input type="checkbox"/> Pressurized <input type="checkbox"/> Leaking _____ gpm (unknown)		3
Secondary outlet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type _____ Diameter _____ in.		1
Comments:	* LOWER PIPE 16" CONCRETE PIPE W/ 16" CRANK GATE VALVE. (HOUSE) IS CRACKED SO IT IS NOT LIKELY IT IS PRESSURIZED * MIDDLE VALVE ? * LOWER VALVE 30" CS 15-20 CFS LEAK		

V. Spillway		<input checked="" type="checkbox"/> Earth <input checked="" type="checkbox"/> Rock <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Other	Rating
Modifications	<input checked="" type="checkbox"/> None <input type="checkbox"/> Reduction in capacity <input type="checkbox"/> Feature not on design		1
Approach Channel	<input type="checkbox"/> Clear <input checked="" type="checkbox"/> Trees/brush <input checked="" type="checkbox"/> debris <input type="checkbox"/> erosion		3
Control Section	Width <u>VARIES</u> Depth <u>VARIES</u> <input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Rock <input checked="" type="checkbox"/> Soil <input type="checkbox"/> Culvert <input type="checkbox"/> Unstable		3
Flashboards/Gate	<input checked="" type="checkbox"/> None <input type="checkbox"/> In place <input type="checkbox"/> operational <input type="checkbox"/> deteriorated		1
Discharge Channel	<input type="checkbox"/> Clear <input checked="" type="checkbox"/> Trees/brush <input type="checkbox"/> leakage <input type="checkbox"/> headcutting ( _____ feet approaching control section, depth _____ feet.)		3
Stilling basin	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Functional <input type="checkbox"/> Minor Erosion <input type="checkbox"/> Severe Erosion/Undercutting		1
Aux. Spillway	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (use comments below)		1
Comments:	SECTION OF CONCRETE CHANNEL WHERE LEAK COULD BE DUE TO SMOOTH THRESHOLD AREA CRACK FROM FLOW/SHOCK		

VI. Access and Security		Rating
Vehicle access	<input type="checkbox"/> Public road <input type="checkbox"/> all weather road <input checked="" type="checkbox"/> dirt road <input type="checkbox"/> cross country	1
Fencing, signage	<input type="checkbox"/> Remote <input checked="" type="checkbox"/> Gate <input type="checkbox"/> Secure Fence <input type="checkbox"/> Camera <input type="checkbox"/> Uncontrolled	4
New Structure below dam	Dwelling _____ feet Paved public road _____ feet Other sig building _____ feet	1
Emergency Action Plan	<input type="checkbox"/> Not required <input type="checkbox"/> Completed _____ at dam (dated _____) <input checked="" type="checkbox"/> None	3
Comments:		

Instrumentation data reviewed: ☐ N/A ☐ Yes ☐ No

Other:

\* LOW SPOT ON CREST N-1 10' W/ 14'

\* FREEBOARD

\* SPILL - CLEAR

\* O-11 - UNST



# *Water Conservation, Reuse & Storage Grant Program*

*GRANT AGREEMENT*  
#GA-0125-17

*Ferry Creek Dam & Reservoir Analysis*  
By: City of Brookings

*OREGON WATER RESOURCES DEPARTMENT*



**ATTACHMENT C**

Page 1 of 13

**GRANT AGREEMENT**  
GA-0125-17  
*Ferry Creek Dam & Reservoir Analysis*

**BETWEEN: State of Oregon**, acting by and through its  
**Oregon Water Resources Department (Grantor)**,  
Address: 725 Summer Street NE, Suite A, Salem, Oregon 97301-1266  
Phone Number: (503) 986-0869  
Facsimile Number: (503) 986-0903  
E-Mail Address: [fsgrants@wrdd.state.or.us](mailto:fsgrants@wrdd.state.or.us)  
The Grantor's Coordinator for this Grant is  
**Jonathan Unger, Grant Program Coordinator**

**AND: City of Brookings**  
Attn: Gary Milliman  
Title: City Manager  
Address: 898 Elk Drive  
Brookings, OR 97415  
Telephone Number: (541) 469-2163  
Facsimile Number: (541) 569-3650  
E-Mail Address: [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)  
Federal Identification Number: 93-6002703

**SECTION 1**  
**LEGAL BASIS OF AWARD**

Section 1.01 Legal Basis of Award. Pursuant to ORS 541.561 Grantor is authorized to enter into a grant agreement and to make an award, from the Water Conservation, Reuse and Storage Investment Fund ("Fund"), to Grantee for the purposes set forth herein.

Section 1.02 Agreement Documents. This grant agreement ("Grant Agreement" or "Agreement") consists of the following documents, which are attached hereto and hereby incorporated into this Agreement by reference and are listed in descending order of precedence: this Grant Agreement, less all exhibits; Exhibit A (Grant Budget); Exhibit B (Statement of Work, including a Project schedule with a beginning and completion date); Exhibit C (Supplemental Requirements for Storage Projects); and the Grantee's approved application for funding the project planning study dated October 13, 2016 (on file at the office of Grantor).

Section 1.03 Effective Date. This Agreement shall be effective ("Effective Date") when it is signed by all parties and in the case of the Grantor all necessary approvals have been obtained.

## **SECTION 2 GRANT AWARD**

**Section 2.01 Notice of Grant Award.** In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$72,500.00** (the “Grant”) from the Water Conservation, Reuse and Storage Grant Program (“Program”) to financially support development of feasibility or planning studies or activities designated within the Statement of Work set forth in Exhibit B (the “Project”). Grantee shall provide a dollar for dollar match of 100% of the Grant by the earlier of the last disbursement request or the Availability Termination Date (as defined below). Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Water Conservation, Reuse and Storage Grant Program or other factors. Changes to the Grant amount may be implemented by Grantor upon notice from Grantor to Grantee of such change or may, at the request of Grantor, be implemented through amendment(s) to this Grant Agreement. The Grant Budget is set forth in Exhibit A.

**Section 2.02 Disbursement of Grant Moneys.** Subject to Sections 2.04, Grantor shall disburse the Grant moneys to Grantee upon submission of a request for release of funds. The request for release of funds form must be completed and signed by the Grantee prior to approval and payout of any funds by Grantor. Completion of all tasks identified within the Statement of Work and submittal of the Final Report must occur by the Grant Availability Termination Date (as defined below). The final 10% of Grant moneys will be released for payment upon approval of the Final Report.

**Section 2.03 Conditions Precedent to this Agreement or any Amendment to this Agreement.** Grantor’s obligations under this Agreement or under any amendment to this Agreement are subject to compliance by Grantee with all its reporting obligations under any earlier or existing grant agreements with the Grantor. Grantee shall hold and maintain registration as a legal entity with the Oregon Secretary of State prior to, and throughout, the duration of the Grant.

**Section 2.04 Conditions Precedent to Each Disbursement.** Grantor’s obligation to disburse Grant moneys to Grantee pursuant to Section 2.02 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- a. Moneys are available to the Water Conservation, Reuse and Storage Investment Fund to finance the disbursement;
- b. Grantor has received sufficient funding, appropriations limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- c. Grantee’s representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement;
- d. Grantee is in compliance with all reporting requirements of all active or prior Water Conservation, Reuse and Storage Grant Program grants; and
- e. Grantee has obtained all permits and licenses from local, state or federal agencies or governing bodies necessary to perform its obligations under this Agreement and has provided Grantor with a copy thereof;
- f. Grantee has secured at least 50% of the funding required for the Project from a source other than the Program.
- g. No default as described in Section 6.03 has occurred.
- h. Grantee has provided to Grantor a request for reimbursement that is in a format acceptable to and approved by Grantor and that is accompanied by all necessary supporting

documentation.

**Section 2.05 Grant Availability and Termination Date.** The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys shall begin upon on the Effective Date of the Agreement and end on the Grant Availability Termination Date (the "GATD") of **June 30, 2019**. Grantee shall not submit any reimbursement request for expenditures that occur after the GATD.

### **SECTION 3 USES OF GRANT**

**Section 3.01 Eligible Uses of Grant.** Grantee's use of the Grant moneys is limited to those expenditures necessary for the purposes described in Exhibit B. Equipment purchases are not approved by the Grantor unless expressly authorized in Exhibit A, the Grant Budget.

**Section 3.02 Ineligible Uses of Grant.** Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the Effective Date of this Agreement. No more than 10% of the Grant may be used to pay for the administrative costs of Grantee. The aggregate of all disbursements of the Grant shall not exceed \$72,500.00.

**Section 3.03 Unexpended Grant Moneys.** Any Grant moneys disbursed to Grantee, and any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Grant Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee shall return all unexpended funds to Grantor within fifteen (15) days after the earlier of the Grant Availability Termination Date or the date this Agreement is terminated.

### **SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to Grantor as follows:

**Section 4.01 Existence and Power.** Grantee has full power and authority to transact the business in which it is engaged and the legal right to execute and deliver this Agreement, and incur and perform its obligations hereunder.

**Section 4.02 Authority, No Contravention.** The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative body or any provision of Grantee's organization documents 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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

**Section 4.03 Binding Obligation.** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

**Section 4.04 Approvals.** No authorization, consent, license, or approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

## **SECTION 5 GRANTEE'S AGREEMENTS**

**Section 5.01 Final Report.** Grantee shall complete the Project and deliver its Final Report to Grantor by the GATD; provided however, that if the total amount of the Grant is not available solely because one or more of the conditions set forth in Sections 2.04 (a) and (b) are not satisfied, Grantee will not be required to complete the Project.

**Section 5.02 Quarterly Reports.** No later than 30 days after the end of each calendar quarter, Grantee shall provide the Grantor with quarterly reports. The report must utilize the forms provided by the Grantor which will include information regarding the expenditure of Program and non-Program funds, compliance with the terms of this Agreement, progress toward completion of the Project, and a narrative on the activities completed as part of the Project.

**Section 5.03 Reporting.** Grantee may be required to provide; a) additional reports on the Project as deemed appropriate by Grantor, b) a commitment to supply future reports on the Project, and c) a commitment to provide a report of any future action taken as a result of the Project.

**Section 5.04 Accounting for expenses.** Grantee shall account for funds distributed by the Grantor using forms provided by the Grantor.

**Section 5.05 Release of Reports.** All reports that the Grantor determines to be final and complete will be made available to the public.

**Section 5.06 Records and Inspection.** Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the activities financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the GATD or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts, transcripts and copies of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to these books of account and records at any reasonable time for as long as the records are maintained.

**Section 5.07 Certification of Compliance with Laws.** Grantee hereby certifies that it has complied, and agrees that it shall comply, with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other application requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**Section 5.08 Work Product.**

(a) The Grantor and Grantee each acknowledge that performance of this Agreement may result in the discovery, creation or development of inventions, combinations, machines, methods, formulae,

techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product"). Grantee agrees that it will promptly and fully disclose to the Grantor any and all Work Product generated, conceived, reduced to practice or learned by Grantee or any of its employees, either solely or jointly with others, during the term of this Agreement, which in any way relates to the business of the Grantor. Grantee further agrees that neither Grantee or Grantee's employees, nor any party claiming through Grantee or Grantee's employees, will, other than in the performance of this Agreement, make use of or disclose to others any proprietary information relating to the Work Product. All work performed hereunder related to the Project will include delivery of all source and object code and all executables and documentation. Grantee agrees that the Grantor shall have a copy of the most recent source code at all times.

(b) As part of the Work Product, the Grantee shall produce a Final Report documenting the findings of the feasibility study. The Final Report shall describe the findings of each of the project planning study elements (also known as key tasks) as identified in the attached Statement of Work.

(c) Grantee agrees that, whether or not the Project work is considered works made for hire or an employment to invent, all Work Product discovered, created or developed under this Agreement shall be and remain the sole property of the Grantor and its assigns. Except as specifically set forth in writing and signed by both the Grantor and Grantee, Grantee agrees that the Grantor shall have all copyright and patent rights with respect to any Work Product discovered, created or developed under this Agreement without regard to the origin of the Work Product.

(d) If and to the extent that Grantee may, under applicable law, be entitled to claim any ownership interest in the Work Product, Grantee hereby transfers, grants, conveys, assigns and relinquishes exclusively to the Grantor any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Grantee waives such rights in the Work Product. Grantee further agrees as to the Work Product to assist the Grantor in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to said Work Product, and to that end, Grantee and its employees will execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as the Grantor may desire, together with any assignments thereof to the Grantor or persons designated by it. Grantee's and its employees' obligations to assist the Grantor in obtaining and enforcing patents, copyrights, trade secrets and other rights and protection relating to the Work Product shall continue beyond the termination of this Agreement.

(e) If and to the extent that any preexisting rights are embodied or reflected in the Work Product, Grantee hereby grants to the Grantor the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing.

## **SECTION 6 TERMINATION AND DEFAULT**

Section 6.01 Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02 Termination by Grantor. Grantor may terminate this Agreement, for any reason, upon 30 days advance written notice to Grantee. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient

appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) there are not sufficient funds in the Water Conservation, Reuse, and Storage Investment Fund to permit Grantor to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.04.

**Section 6.03 Default.** Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any exhibit attached hereto; or

(b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the activities funded by the Grant, the expenditure of Grant moneys or the performance by Grantee is untrue in any material respect when made; or

(c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) 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 federal Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or

(d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee 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 (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

**Section 6.04 Remedies Upon Default.** If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, reallocation of funds allocated to the Project but not used, and declaration of ineligibility for the receipt of future Water Conservation, Reuse and Storage Investment Fund awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

## **SECTION 7 MISCELLANEOUS**

**Section 7.01 No Implied Waiver, Cumulative Remedies.** The failure of Grantor to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**Section 7.02 Choice of Law; Designation of Forum; Federal Forum.**

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 7.02(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**Section 7.03 Notices.** Except as otherwise expressly provided in this Agreement, any notices or demands required or permitted to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any such notice or demand so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or demand delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any notice or demand by personal delivery shall be deemed to be given when actually delivered.

**Section 7.04 Amendments.** This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties. No term of this Agreement may be waived unless such waiver is consented to in writing by the party against whom such waiver is sought to be enforced.

**Section 7.05 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

**Section 7.06 Entire Agreement.** This Agreement constitutes 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.



Section 7.07 Indemnity. Grantee shall defend, save, hold harmless, and indemnify the State of Oregon and Grantor and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, or agents under this Agreement.

Section 7.08 Time is of the Essence. Grantee agrees that time is of the essence under this Agreement.

Section 7.09 Survival. All provisions of this Agreement set forth in the following sections and all provisions of this Agreement that by their terms are intended to survive shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.06, Records and Inspection; Section 5.08, Work Product; and Section 7, MISCELLANEOUS.

Section 7.10 Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.11 Severability. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.12 Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venture or related entity of the other by reason of this Agreement.

Section 7.13 Headings. The section headings in this Agreement are included for convenience only, they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.14 No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Section 7.15 False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

**GRANTOR:**



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

Name: Lisa Snyder  
Title: Interim Administrator, Administrative Services Division

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**GRANTEE: City of Brookings**

Name: Gary Milliman  
Title: City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047  
AND OAR 137-045-0030: N/A**

Assistant Attorney General:

Date: \_\_\_\_\_

**EXHIBIT A**  
**The Grant Budget**

The Grant Budget is as follows:

<b>Budget Category</b>	<b>Approved Budget</b>
Staff Salary/Benefits	\$0
Contractual/Consulting	\$72,500.00
Equipment	\$0
Other	\$0
Administration	\$0
<b>Subtotal of Grant Funds</b>	<b>\$72,500.00</b>
Match Funding - Expenditures from sources other than this grant program	\$72,500.00
<b>Grand Total</b>	<b>\$145,000.00</b>

**EXHIBIT B**  
**Statement of Work**

This study shall begin on the “Effective Date” when it is signed by all parties and shall be completed by June 30, 2017. Grant funds shall only be used to accomplish the following tasks in relation to the Ferry Creek Dam & Reservoir Analysis as detailed in the grant application:

- Task 1)** Review, compile & synthesize existing resources
- Task 2)** Environmental & natural resources analysis
- Task 3)** Implementation project feasibility: Dam rehabilitation
- Task 4)** Future phase analysis: Rehabilitate drinking water system
- Task 5)** Future phase analysis: Recreational development
- Task 6)** Study report & funding analysis
- Task 7)** Exhibit C items a-e

**Note:** Additional task detail is included in the approved application on file at the office of Grantor. A change in task must be approved through a grant amendment.

**EXHIBIT C**  
Supplemental Requirements for Storage Projects

**For storage projects that meet the following criteria, an addendum is required in the final report that clearly describes the following:  
OAR 690-600-0050(2)**

This study concerns a proposed storage project that would impound surface water on a perennial stream, divert water from a stream that supports sensitive, threatened or endangered fish or divert more than 500 acre-feet of surface water annually. Therefore, the following items must be addressed:


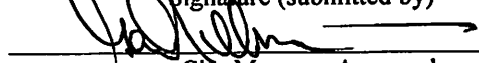
- (a) Analyses of by-pass, optimum peak, flushing and other ecological flows of the affected stream and the impact of the storage project on those flows;
- (b) Comparative analyses of alternative means of supplying water, including but not limited to the costs and benefits of conservation and efficiency alternatives and the extent to which long-term water supply needs may be met using those alternatives;
- (c) Analyses of environmental harm or impacts from the proposed storage project; and
- (d) Evaluation of the need for and feasibility of using stored water to augment in-stream flows to conserve, maintain and enhance aquatic life, fish life and any other ecological values.
- (e) In addition, if the storage project is for municipal use, the grant agreement will require an analysis of local and regional water demand and the proposed storage project's relationship to existing and planned water supply projects.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Charter Spectrum Media Proposal

Recommended Motion:

Motion to authorize the City Manager to execute an agreement with Spectrum Reach, continuing a digital tourism advertising campaign for an additional six-months at a cost of \$1,000 per month.

Financial Impact:

\$6,000 in Transient Occupancy Tax funds

Approved by Finance & Human Resources Director: 

Background/Discussion:

At its November 17, 2016 meeting, TPAC voted unanimously to recommend to Council to enter into an agreement with Spectrum Reach for a digital advertising campaign. City Council approved the recommendation at its meeting of December 12, 2016. The campaign has been running for six months and is now up for renewal.

Spectrum Reach has proposed another six-month, digital advertising package again focusing on customers in the Rogue Valley through both static display ads with embedded flash components and with 15-second video ads.

Spectrum's analytics suggest that the current campaign has exceeding industry benchmarks. Spectrum's summary report is attached. Staff has separately evaluated analytics available through the City's website and has noted the following outcomes:

- From the period of January 1 to June 22, 2016, there were no (0) visits to the City's homepage via any campaign sources.
- From the period of January 1 to June 22, 2017, there were 670 visits to the City's homepage via campaign sources.
- Data regarding website visits from Rogue Valley cities shows a mix of results. For instance, for the above stated period in 2016, visits from the city of Medford were 2,592 but the visits from Medford in 2017 were only 1,313. Visits from Ashland also decreased from 462 in 2016 to 336 in 2017. Visits from Grants Pass, Central Point and Klamath Falls showed modest increases – 769 to 858, 326 to 536, and 435 to 468 respectively.

Code was recently imbedded into the City's homepage to further gauge retargeting efforts. No data is available yet to evaluate its effectiveness.

There has been discussion among TPAC members and staff to modify the campaign geographically, concentrating on Northern California rather than the Rogue Valley. Additional modification considerations include amending the retargeting to bring visitors to the City's "Visiting" page rather than the homepage. These changes would have no impact on the cost of the campaign.

This matter was considered by TPAC at its meeting of June 15, 2017. At that meeting, TPAC recommended in a 6-1 vote to continue the campaign for an additional six months as proposed.

Attachment(s):

- a. 2017 Proposal
- b. First Six Months Summary

# City of Brookings - Digital 2017



TIM #: 166929

Agency: <none>

Bill to: N/A

AE: Bakke, Jeremy

Client: City of Brookings-  
NW210512

Total # of Active Wks: 6

898 Elk Dr

Phone #: N/A

Zones: 0524

Spot Length: 30

Brookings, OR 97415

Cell #: N/A

Flight Dates: 6/26/2017 -  
12/31/2017

EDI Estimate:

E-mail: N/A

EDI Order:

Billing Calendar: Broadcast

EDI Client:

EDI Product:

## Zone(s): Medford, OR, 0524

Network	Start Date	End Date	Daypart	Description	Spots/Wk	Total Spots	Rate	Extended Cost
0DEV	07/24/17	07/30/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	07/24/17	07/30/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
0DEV	08/21/17	08/27/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	08/21/17	08/27/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
0DEV	09/18/17	09/24/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	09/18/17	09/24/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
0DEV	10/23/17	10/29/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	10/23/17	10/29/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
0DEV	11/20/17	11/26/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	11/20/17	11/26/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
0DEV	12/25/17	12/31/17	Su 6a-12m	85,714 impressions per month	1	1	\$600.00	\$600.00
0PRL	12/25/17	12/31/17	Su 6a-12m	20,000 impressions per month	1	1	\$400.00	\$400.00
<b>Totals</b>						<b>12</b>		<b>\$6,000.00</b>

## Order Summary:

Zone Description: Medford, OR, 0524

Total Spots: 12

Total Gross\$: \$6,000.00

Total Net\$: \$6,000.00

Average Investment per Active Week: \$1,000.00

## Broadcast Month Totals:

	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Total
<b>Total Gross \$</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00
<b>Total Net \$</b>	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00
<b>Total Spots</b>	2	2	2	2	2	2	12

## Charter Media Agreement:

Spectrum Reach Agreement

By signing, I acknowledge that I have read and accept the Terms and Conditions for the Charter Communications Operating, LLC and its business unit Spectrum Reach™ Advertising Contract and Application for Credit.

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_

CHARTER COMMUNICATIONS OPERATING, LLC  
by Charter Communications, Inc. its Manager

Charter Media Signature: \_\_\_\_\_ Date \_\_\_\_\_



Either signature on this order form, or delivery to Charter Communications Operating, LLC ("Spectrum Reach") of any advertisement, advertising content or other materials of or on behalf of an advertiser or agency (each, a "Client") for distribution, shall constitute Client's agreement to the Spectrum Reach Terms and Conditions, available at [spectrumreach.com/terms-conditions](http://spectrumreach.com/terms-conditions) and incorporated into this order form as if fully set forth herein, as applicable and as may be amended from time to time.

## City of Brookings

### Summary:

The City of Brookings Preroll campaign exceeds the industry benchmarks in all of its categories including CTR (click through rate), Retargeting, and the 100% completion rate (relating to the percentage of people who watched the preroll video from start to finish). Prospects are engaging with the preroll as they are clicking through as well as viewing the video in its entirety. The video is effective in providing these prospects enough incentive for them to continue to learn more.

The City of Brookings website saw a 6.1 digital lift as well. This means that people who saw the City of Brookings digital ads were 6.1 times more likely to visit their website compared to people who were not exposed to their digital campaign.


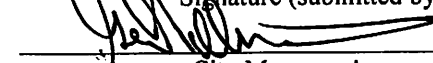
Since the launch of the digital campaign, the digital banner ad campaign has been engaged with approximately 9,426 times, has received around 6,910 hovers and 2,191 video plays. What this means is that prospects are noticing this digital banner ad and it is creating high engagement among potential visitors.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: City Recorder

  
Signature (submitted by)  
  
City Manager Approval

---

Subject: Transient Occupancy Tax Fund Allocation for Pistol River Wave Bash

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee: Motion to allocate a \$200 in Transient Occupancy Tax revenues in the form of a reimbursement to Barbara Ciaramella for the 2017 Pistol River Wave Bash.

Financial Impact:

\$200 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

Background/Discussion:

At the May 18, 2017 Tourism Promotion Advisory Committee (TPAC) meeting, Dwight Bode and Barbara Ciaramella submitted a request for funding for the Pistol River Wave Bash, an international windsurfing tour, in the amount of \$200 to cover event advertising expenses. The event was scheduled for June 9-11, 2017. It was explained that funding requests have to be submitted prior to the meeting, so the funding request could not be considered at that meeting.

The event has been ongoing for the past eight years. It is the event organizer's desire to involve the City of Brookings for future events by hosting a welcome dinner or an awards banquet or by bringing local tours to the City during the event. Organizers included the City's logo on this year's event t-shirts as a show of good faith in promoting Brookings. Attendance at this event is typically over 150 people, in fact, usually over 500. It is a multi-day event, but is not held during the off-season, which is one of TPAC's stated goals.

The matter was considered by TPAC at their meeting of June, 2017 as a post-event reimbursement request. Barbara Ciaramella had contributed \$200 to cover the cost of advertising on KURY radio. TPAC voted unanimously to recommend the reimbursement to City Council.

Attachment(s):

- a. Proposal from Pistol River Wave Bash

Event Title: Pistol River Wave Bash Amount Requested \$200.00

Event Description: INTERNATIONAL WIND SURFING TOUR

Event Date/s: 6/17 to 6/17

Location: Pistol River Location secured? Yes ☒ No ☐

Event Goals: TO SHARE THIS EVENT WITH GOLD BEACH.  
HAS BEEN GOING ON FOR 8 YEARS.

Please explain how this event will be sustained after the first year: HAS BEEN AN EVENT FOR 15 YEARS  
THEY STOPPED FOR 6 YRS, AND HAS BEEN GOING THE LAST 8 YRS.

Sponsors/Investors: SAMANTHA BITTNER - 808-280-4419 (HAUI)  
IN CHARGE OF ALL EVENTS. LOCAL CONTACT: DWIGHT 307-413-6942

Income			Expenses		
Fees Collected	\$		Facility/Venue Costs	\$	
Admissions	\$		Insurance	\$	
Concessions	\$		Advertising	\$	<u>200.00</u>
	\$		Supplies	\$	
	\$			\$	
	\$			\$	
TOTAL	\$		TOTAL	\$	<u>200.00</u>

Methodology for evaluating events success in terms of bringing visitors to the Brookings area: WORKING WITH BROOKINGS TO  
BRING PART OF THE EVENT TO OUR CITY IN 2018.  
EITHER WELCOME DINNER, AWARDS BANQUET OR LOCAL TOURS.

Contact Person: Baehaea J. Ciaramella Phone: 541-661-2117

Organization: B-H Visitor & Tour Center Address: 11358 Lower Harbor Rd.  
Brookings, OR 97415

If more space is required please attach additional pages

# Event Proposal Funding Evaluation

## Tourism Promotion Advisory Committee (TPAC)

Event Name: Pistol River Wave Bash  
Event Coordinator: Dwight Phone: 307.413.6942  
Event Location: Pistol River  
Event Date: 6-9-17 to 6-11-17  
Amount Requested? \$200.00

1. Off-season Event? (October - April) Yes            No X  
2. New Event? Yes            No X  
3. Multi-day Event? Yes X No

If yes, how many? 2-3 days

4. Target Market? (Circle all that apply)
- |                      |                        |                                 |
|----------------------|------------------------|---------------------------------|
| Rogue Valley         | Foodies                | <u>Water Sports Enthusiasts</u> |
| Northern California  | Shoppers               | Golfers                         |
| <u>International</u> | Music Enthusiasts      | Bicyclists                      |
| Families             | Prospective Residents  | Beachcombers                    |
| Seniors              | Prospective Businesses | Fishing Enthusiasts             |
| Couples              | Median Income          | <u>Sports (tournaments)</u>     |
| RVers                | High Income            | Spectators/Festival goers       |

5. Estimated Attendance? >150 ✓ <150

6. Does proposal include an advertising/promotion plan?

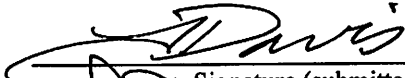

Yes ✓ No

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: City Recorder

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

---

Subject: Transient Occupancy Tax Fund Allocation for Tourist Survey Services

Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee: Motion to allocate \$600 from Transient Occupancy Tax revenues to contract for Tourist Survey Services.

Financial Impact:

\$600 allocated from Transient Occupancy Tax revenues set-aside for tourism promotion.

Background/Discussion:

It is the Tourism Promotion Advisory Committee's (TPAC) desire to better evaluate the impact of its funding decisions regarding events and promotions. TPAC member Tim Patterson recommended to the committee to request proposals from firms or individuals to provide monthly reports that represent a statistical count regarding tourists visiting events in the Brookings area. The contracted services will include surveying participants at various events between July 1 and December 31, 2017 to gauge where they are coming from and how they heard about the particular event, in an effort to determine the efficacy of current advertising measures. The methodology for gathering the information would be left up to the firm or individual. The reporting agent would be required to provide statistical evaluations once a month at TPAC meetings.

This matter was considered by the Tourism Promotion Advisory Committee (TPAC) at their meeting of June 15, 2017. At that meeting, TPAC recommended to issue a Request for Proposals and pay \$100 per month for six months to the firm or individual submitting the best proposal, thus allocating \$600 in TOT funding to contract with that agent to provide the above described services.

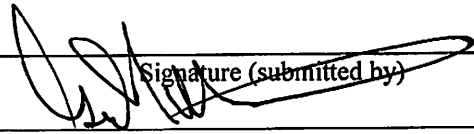
Alternatively, staff is currently in the process of creating and conducting a survey of lodging and restaurant owners and managers. Survey questions will address recent event funding measures, the promotional video projects, survey participant recommendations for advertising and promotion, and interest in collaborative efforts. The results of this survey will be used to advise TPAC and City Council on tourism expenditures going forward. There will be no TOT expenditure to conduct that survey.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Chetco River Gage Maintenance Agreement

Recommended Motion:

Motion to authorize the City Manager to execute the joint funding agreement with the U.S. Geological Survey for maintenance of the glow gage on the Chetco River.

Financial Impact:

\$2,716.25 annual cost; a 2.8 per cent increase from prior year.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City has had an agreement with the U.S. Department of the Interior, U.S. Geological Survey (USGS) for many years to share the cost of maintaining the river flow gage on the Chetco River. According to USGS, the total cost for the total cost for federal fiscal 2018 will be \$20,500. USGS will pay \$9,635 of this amount using Federal Stream Gage Program funds. The City share is \$10,865, and the City bills a portion of this cost to the following agencies:

U.S. Forest Service (12.5%)  
Cal-Ore Enhancement (12.5%)  
Harbor Water PUD (25%)  
Port of Brookings (25%)

Thus, the City's "out of pocket" cost would be \$2,716.25. The City uses stream gage information to determine the appropriate conservation response needed when flows drop below certain statutory levels.

We have received a new agreement from USGS for the 2018 federal fiscal year.

Attachment(s):

1. Letter and agreement.



## United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Oregon Water Science Center

2130 SW 5th Avenue

Portland, OR 97201

<http://or.water.usgs.gov/>

May 27, 2017

Gary Milliman, City Manager  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Dear Mr. Milliman,

The U.S. Geological Survey (USGS) and the City of Brookings collaboratively maintain the operation of the Chetco River gage (14400000) near Brookings, Oregon. This letter and subsequent joint-funding agreement (JFA) provide the mechanism to continue this relationship and collaboration in Federal fiscal year (FFY) 2018 (October 1, 2017 through September 30, 2018).

The total cost to maintain this gage in FFY 2018 will be \$10,865 provided by the City. Enclosed is a signed original of our standard JFA for the project covering the period October 1, 2017 through September 30, 2018.

Please sign and return one fully-executed original to Andrew Kerslake at the address in paragraph 5. The signed agreement is not a bill and no funds are required at this time; rather, the agreement is our legal authority that permits the work to be done and authorizes USGS to accept funds. The USGS Water Resources Cooperative Program operates under the authority of statute 43 USC 50, which allows us to perform this work. The Oregon Water Science Center DUNS number is 137883463.

Federal law requires that we have a signed agreement to continue this work; therefore, please return the signed agreement as soon as possible. If, for any reason, the agreement cannot be signed and returned in the near future, please contact Keith Overton at (503) 251-3246 or email [koverton@usgs.gov](mailto:koverton@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). We can bill you on a specific date if that is more convenient relative to your fiscal year planning and budgeting process. Please allow 30 days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Andrew Kerslake at (503) 251-3253 or email at [kerslake@usgs.gov](mailto:kerslake@usgs.gov).



The results of all work under this agreement will be available for publication by USGS in collaboration with the City. During the course of this jointly planned activity and partnership, USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Fundamental Science Practices at <http://www.usgs.gov/fsp/>.

Sincerely,

JAMES CRAMMOND

Digitally signed by JAMES  
CRAMMOND  
Date: 2017.05.24 16:14:09 -07'00'

James D. Crammond  
Center Director

Cc: To file, available upon request

**Form 9-1366  
(April 2015)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Agreement#: 18WNOR000171200  
Customer#: 6000001712  
Project #: YF00D7U  
TIN #: 93-6002703  
USGS DUNS #: 137883463**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2017, by the U.S. GEOLOGICAL SURVEY, Oregon Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Brookings, Oregon, herein called the program.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of the Chetco River gage (14400000) near Brookings, Oregon, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period  
October 1, 2017 to September 30, 2018
- (b) \$10,865 by the party of the second part during the period  
October 1, 2017 to September 30, 2018
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered annually. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).

Form 9-1366  
(April 2015)

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Agreement#: 18WNOR000171200  
Customer#: 6000001712  
Project #: YF00D7U  
TIN #: 93-6002703  
USGS DUNS #: 137883463

**USGS Technical Point of Contact**

Name: Keith Overton  
Supv. Hydrologist Data Chief  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3246  
Fax: (503) 251-3470  
Email: koverton@usgs.gov

**Customer Technical Point of Contact**

Name: Gary Milliman  
City Manager  
Address: 898 Elk Drive  
Brookings, OR 97415  
Telephone: (541) 469-1101  
Fax: (541) 469-3650  
Email: gmilliman@brookings.or.us

**USGS Billing Point of Contact**

Name: Andrew Kerslake  
Financial Specialist  
Address: 2130 SW 5th Avenue  
Portland, OR 97201  
Telephone: (503) 251-3253  
Fax:  
Email: kerslake@usgs.gov

**Customer Billing Point of Contact**

Name: Gary Milliman  
City Manager  
Address: 898 Elk Drive  
Brookings, OR 97415  
Telephone: (541) 469-1101  
Fax: (541) 469-3650  
Email: gmilliman@brookings.or.us

U.S. Geological Survey  
United States  
Department of Interior

City of Brookings

Signature

JAMES  
By CRAMMOND Digitally signed by  
Name: James D. Crammond Date: 2017.05.24  
Title: Center Director 16:14:50 -07'00' Date:

Signatures

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

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

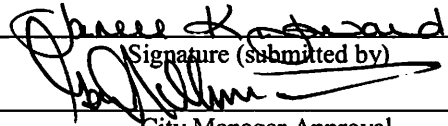
By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: Finance & HR

  
\_\_\_\_\_  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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### Subject:

Insurance Agent of Record Contract

### Recommended Motion:

Accept the insurance services proposal from CAL/OR Insurance Specialist, Inc. and authorize the City Manager to execute a three year contract.

### Financial Impact:

Estimated savings over three-year contract of \$25,488 compared to 2016-17 insurance commission for property/liability coverage.

### Background/Discussion:

The City sent out Request for Proposals (RFP) for audit services to Oregon firms that have experience working with local governments and working with City County Insurance Services (CIS). We received four responses. The Finance & Human Resources Director and the Accounting Supervisor reviewed proposals and contacted references. All firms responding were highly qualified and experienced, and the proposals were responsive and complete. The cost for proposals are listed below:

CAL/OR Insurance Specialist, Inc.		\$	8,200	
Abel Insurance Agency		\$	15,000	
WHA Insurance	7%	\$	12,272	Estimated
Hart Insurance	10%	\$	17,531	Estimated

The 2016-17 insurance commission for property/liability coverage was \$16,696. The contracted amount for insurance services for 2017-18 under the CAL/OR proposal would be \$8,200. This would be a savings of \$8,496 annually; \$25,488 over three year contract.

### Attachment:

Sample contract

## **EXHIBIT A**

### **INSURANCE AGENT OF RECORD SERVICES CONTRACT**

This contract is made on June 30, 2017, by and between the City of Brookings, Oregon and CAL/OR Insurance Specialists, Inc (Consultant).

City and Consultant agrees as follows:

1. **Term**

1.1 Except as otherwise provided herein, the initial term of this contract shall commence on July 1, 2017, and end on June 30, 2020.

1.2 Annual Extension may be made by written agreement of both parties. The provisions of this contract shall apply to each renewal, except that the parties may negotiate changes in the fees for Consultant's services.

2. **Administration of Contract:** The City Manager or the Finance and Human Resources Director, or his/her designee, shall have authority to administer this contract on behalf of the City Council.

3. **Scope of Services:** Consultant shall act as City's Agent of Record for liability and property insurance. Consultant shall perform all services reasonably necessary to carry out those functions. Said services shall include but not be limited to, the following:

**With Respect to Property/Liability and Workers' Compensation Insurance, as applicable:**

3.1 Provide up-to-date and unbiased information to the City and City Council with relation to the most advantageous insurance and reinsurance markets from the standpoint of availability, cost, security, and coverage.

3.2 Prepare market analyses and forecasts by insurance line prior to each renewal. Such analyses should report pricing and service trends, availability of markets, short-term factors affecting the markets and projections of longer-term direction in which the markets are moving.

3.3 Assist carriers in the design of policy forms as needed.

3.4 Evaluate carriers for consideration as potential markets and assist in continuing re-evaluation of the performance of insurers being used.

3.5 Be mindful of and recommend the use of self-insurance or other risk financing techniques whenever appropriate.

Opportunities for non-insurance transfers should also be recommended where observed to be viable alternatives.

3.6 Solicit bids and secure binders prior to effective dates for required insurance coverages. Assist in the preparation of the materials, specifications and background data to be included in bid solicitations from insurers. Assist the City Council in selecting insurance coverages.

3.7 Verify accuracy of all policies, endorsements and invoices prior to delivery. Any deviation from specification should be brought to the attention of the Finance Director and appropriate corrections secured.

3.8 Prepare annually a concise summary for each and every insurance policy affected.

3.9 Assist in the preparation and equitable settlement of all claims covered by the City's insurance companies.

3.10 Provide claims audit services, if requested.

3.11 Issue and replace promptly, binders, certificates of insurance, loss payable forms and any other coverage verification documents as required.

3.12 Keep the City informed on new or changing markets, forms, products, laws, government regulations, and any other information that may affect the Risk Management function.

3.13 Act as liaison with insurance companies as needed.

4. Quality of Service:

4.1 Consultant shall perform the services as an independent contractor in accordance with generally accepted standards in Consultant's profession. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services performed by Consultant. Consultant shall, without additional compensation, correct or revise any error or deficiencies in the services that are caused by Consultant's negligence.

4.2 Consultant shall perform the services as expeditiously as is consistent with professional skill and care. Upon request of City, Consultant shall submit for the City's approval, a schedule for the performance of Consultant's services. The schedule shall include allowance for periods of time required for City's review and approval of the Consultant's services. The schedule approved by City shall become a part of this contract.

5. Consultant's Personnel:

5.1 Services shall be rendered by, or under the supervision of James Sabin, who shall act as Consultant's representative in all communications and transactions with the City.

5.2 Consultant has represented, and by entering into this contract now represents, that all of Consultant's personnel are fully qualified to perform the work to which they will be assigned in a competent and professional manner.

5.3 Consultant will endeavor to honor reasonable specific requests of City with regard to assignment of Consultant's employees to perform services covered by this contract if the requests are consistent with sound business and professional practices.

6. Independent Contractor Status:

6.1 Consultant is engaged by City as an independent contractor and shall not be deemed an "agent" of City as that term is construed under the Oregon Tort Claims Act.

6.2 Consultant shall be responsible for payment of:

6.2.1 Social Security, Federal and State withholding taxes for the wages paid to Consultant's employees.

6.2.2 Taxes on monies disbursed to Consultant's principals.

6.3 Consultant's officers, principals and employees shall not be deemed employees of City and shall not be entitled to any benefits from City that generally are granted to City employees, such as vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, Social Security, worker's compensation, unemployment compensation and retirement benefits.

7. Compliance with Law:

7.1 This contract will be governed by and construed in accordance with laws of the State of Oregon. Consultant shall promptly observe and comply with all present and future laws, orders, regulations, rules and ordinances of federal, state, county and city governments with respect to the services including, but not limited to, provisions of ORS 279B.220, 279B.230, and 279B.235.

7.2 Consultant is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Prior to commencing any services, Consultant shall certify to City that Consultant has workers compensation coverage required by ORS Chapter 656. If Consultant is a carrier insured employer, Consultant shall provide City with a certificate of insurance. If Consultant is a self-insured employer, Consultant shall provide City with a certification from the Oregon Department of Insurance and Finance as evidence of Consultant's status.

8. Ownership of Documents:

All documents prepared by Consultant pursuant to this contract shall be the property of the City.

9. Payment:

9.1 Consultant shall be paid for services under this contract as outlined in the attached Exhibit 1.

9.2 Consultant shall bear all costs incurred in performance of the services including, but not limited to, labor, materials, transportation, insurance, bonds, administrative services and overhead. Consultant shall not be entitled to any compensation for the services other than what is allowed by Exhibit 1.

9.3 City shall not be indebted or liable for any obligation created by this contract in violation of the debt limitation of Article XI, Section 10 of the Oregon Constitution.

9.4 City shall not be liable for any expenditure under this contract for which statutory appropriation has not been made pursuant to ORS 294.305 et seq. (Local Budget Law).

9.5 Each year City will appropriate funds for the services that will be provided during the following fiscal year. In the event no funds or insufficient funds to pay for the services are appropriated for subsequent fiscal years, City shall immediately notify Consultant, and this contract shall terminate on the last day of the fiscal year for which appropriations are made. Such notice is a condition precedent to invoking the limitation on payment stated in subsection 9.3.

10. Records:

10.1 Consultant shall develop and maintain complete books of account and other records on the services which are adequate for evaluating Consultant's performance. Consultant's records shall demonstrate a clear distinction between the services and expenses covered by this contract and Consultant's other cases and transactions.

10.2 Consultant's books and records shall be made available for inspection by City at reasonable times, to verify Consultant's compliance with this contract. City shall have the right to request an audit of Consultant's books and records by a certified public accountant retained by the City.

11. Indemnification:

11.1 Consultant shall defend, indemnify and save the City of Brookings, its officers and employees harmless from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death), or damage to property (including loss or destruction), of whatsoever nature arising out of or



incident to the fault, negligence, wrongful act or wrongful omission of Consultant (including but not limited to, the acts or omissions of Consultant's employees, agents, and others designated by Consultant to perform services attendant to this contract).

11.2 Consultant shall not be held responsible for any claims, actions, costs, judgments, damages or other expenses directly, solely, and proximately caused by the negligence of City.

11.3 The purpose of this section is to allocate risk for claims between City and Consultant. Nothing in this section is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

12. Insurance:

Consultant shall, at its own expense, at all times during the term of this agreement, maintain in force:

12.1 Errors & Omissions coverage with minimum coverage of at least \$2,000,000 combined single limit. Certificates of Insurance shall be provided to the City upon request.

12.2 A commercial general liability policy with minimum coverage of at least \$2,000,000 combined single limit. City shall be named an additional insured. Certificates of Insurance shall be provided to City upon request.

12.3 Currently valid workers' compensation insurance covering all its workers. Certificates of Insurance shall be provided to City upon request.

12.4 A commercial automobile liability insurance policy including owned and non-owned automobiles. The coverage under this policy shall be with a minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims). Certificates of Insurance shall be provided to City upon request.

13. Default

13.1 There shall be a default under this contract if either party fails to perform any act or obligation required by this contract within ten days after the other party gives written notice specifying the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the ten day period, no default shall occur if the party receiving the notice begins performance of the act or obligation within the ten day period, and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.2 Notwithstanding subsection 13.1, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.4 Any litigation arising out of this contract shall be conducted in Circuit Court of the State of Oregon for Curry County.

13.5 In the event of a breach of contract by Consultant or negligent performance of any of the services, the City's rights under this section and any resultant cause of action against Consultant shall not be deemed to accrue until the City discovers the breach or negligence, or should have, with reasonable diligence, discovered the breach or negligence. However, the preceding sentence shall not be construed to allow City to prosecute an action against Consultant beyond the maximum time limitation provided by Oregon law.

13.6 Termination shall not prejudice any right of a party prior to the effective date of termination.

14. Termination without Cause:

14.1 In addition to the right to terminate this contract under subsection 13.3, City may terminate by giving Consultant written notice sixty days prior to the termination date.

14.2 If City terminates the contract under subsection 14.1, Consultant will have the right to complete such analyses and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination.

14.3 If City terminates the contract under subsection 14.1, Consultant shall be paid for all fees earned and costs incurred prior to the termination date. Consultant shall not be entitled to compensation for lost profits.

15. Notices

Any notice required to be given under this contract or any notice required to be given by law shall be in writing and may be given by personal delivery or by registered or certified mail, or by any other manner prescribed by law.

15.1 Notices to City shall be addressed as follows:

City of Brookings  
898 Elk Drive  
Brookings, OR 97415

15.2 Notices to Consultant shall be addressed as follows:

CAL/OR Insurance Specialists, Inc  
P.O. Box 2725  
Harbor, OR 97415

16. Interpretation:

Words, terms, and phrases which are not specifically defined in this contract shall have the ordinary meaning ascribed to them in Consultant's

business or profession unless the context clearly indicates otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

17. Successors:

17.1 The successors, assigns and legal representatives of Consultant and City shall be subject to all provisions of this contract.

17.2 Consultant shall not assign any of Consultant's rights or responsibilities under this contract or enter into any subcontracts for performance of the services without obtaining the prior written consent of the City.

18. No Waiver

18.1 City's review, approval, acceptance of, or payment for, any of the services shall not be construed to waive any of City's rights under this contract or of any cause of action arising out of Consultant's breach of this contract or negligent performance of services.

18.2 No provision of this contract shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by either party, whether express or implied, shall not constitute waiver of any other breach.

19. Severability:

If any provision of this contract is held by a court to be invalid, such invalidity shall not affect any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

20. Entire Agreement:

This contract, documents incorporated in this contract by reference and the attached exhibits constitute the entire and final agreement between the parties. This contract may be changed only by written modifications that are signed by both parties.

**CONSULTANT**

BY \_\_\_\_\_

DATE \_\_\_\_\_

FED. ID# \_\_\_\_\_

**CITY OF BROOKINGS**

BY \_\_\_\_\_

DATE \_\_\_\_\_

## EXHIBIT 1

The compensation of consultant shall be on a fee basis of \$8,200 per year for the term of this contract. The City may pay the fee annually, quarterly or monthly.

City will receive credit for any insurance company commission over the amount quoted for services in the attached agent's response to the request for proposals.

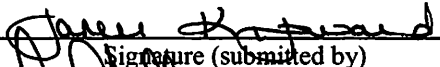
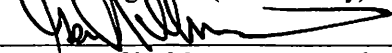


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: Finance and HR

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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### Subject

New Deferred Compensation Plan with Oregon Savings Growth Plan (OSGP)

### Recommended Motion:

Adopt Resolution 17-R-1110, establishing Oregon Savings Growth Plan as an eligible deferred compensation plan.

### Financial Impact:

There is no budget impact.

### Background /Discussion:

The City currently has two deferred compensation plan available to employees; ICMA and Nationwide. Adopting this resolution would give employees an additional choice, and allow them to enroll in an alternative deferred compensation plan through OSGP.

Participation in a deferred compensation plan is a voluntary deduction for employees; and has no impact on the City.

### Attachment:

Resolution 17-R-1110 OSGP Deferred Compensation Plan

**CITY OF BROOKINGS**

**Resolution 17-R-1110**

**RESOLUTION FOR INCLUSION UNDER THE STATE OF OREGON DEFERRED COMPENSATION PLAN**

WHEREAS, The City Council of the City of Brookings, pursuant to the provisions of Oregon Revised Statutes (ORS) 243.474, which provides in part that:

"A local government that establishes a deferred compensation plan may invest all or part of the plan's assets through the deferred compensation investment program established by the Oregon Investment Council(OIC) under ORS 243.421," and

WHEREAS, The City Council hereby determines to be included in the State of Oregon Deferred Compensation Investment Program, also known as the Oregon Savings Growth Plan, established by the OIC under ORS 243.421 and administered by the Public Employees Retirement Board according to ORS 243.435 for its eligible personnel, and

WHEREAS, the proper officers are herewith authorized and directed to take all actions and make such reductions and submit such deferrals as are required by the Public Employees Retirement Board of the State of Oregon pursuant to ORS 243.478 (1), and

WHEREAS, the Employer agrees to be bound by the terms and conditions of the contracts between the State, its investment providers and record keeping company, and the "Plan Document" as identified in ORS 243.401 to 243.507 and TPA services as amended from time to time. Specifically, without limitation, Employer agrees to appoint its governing body as Trustee of its Plan, as required by Section 457(g) of the Internal Revenue Code (IRC), 26 USC 457(g)(2) . The Employer certifies it is an "eligible employer " under IRC Section 457(e)(1) and has received a copy of the Plan Document and TPA Services, and

WHEREAS, the Employer shall submit a certified copy of this resolution and "Notification Memo" to the State of Oregon, Public Employees Retirement System (PERS) as the Plan Administrator, and

WHEREAS, the City Council of the City of Brookings and Employer, recognize the PERS Board's responsibility for maintaining the integrity of the Plan and hereby agree to cooperate fully with the Plan Administrator in accordance with procedures established by PERS, including without limitation in processing requests for withdrawal in case of an unforeseeable emergency as defined in IRC Sec. 457(b)(5) and Treasury Regulations 1.457-2(h)(4) and (5);

BE IT RESOLVED that the Finance and Human Resources Director is hereby authorized to execute for the Employer, individual participation agreements with each said employee requesting same, and to act as the "Administrator" of the Plan representing the Employer, and to execute such agreements and contracts as are necessary to implement the program.

PASSED by the City Council June 26, 2017, and made effective that same date.

Attest:

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Mayor

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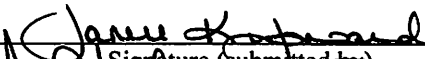

City Recorder

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: Finance and HR

  
Signature (submitted by)  
  
City Manager Approval

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Subject: Transfer of Appropriations for FY 2016-17 Budget.

Recommended Motion:

- Adopt Resolution 17-R-1111 approving appropriation transfers for insurance proceeds received in the General Fund.
- Adopt Resolution 17-R-1112 accepting specific purpose grants and donations in the General Fund, Streets Fund, Water Fund, Wastewater Fund, and Capital Projects Reserve Fund.
- Adopt Resolution 17-R-1113 approving appropriation transfers in the Streets Fund, Capital Projects Reserve Fund, and the Water SDC Fund.
- Adopt Resolution 17-R-1114 transferring appropriations from contingency to Legislative/Administration, Parks and Recreation, and Swimming Pool in the General Fund.
- Adopt Resolution 17-R-1115 transferring appropriations from the contingency of the General Fund, Streets Fund, Water Fund, and the Wastewater Fund for workers' compensation costs.

Financial Impact:

There is no net impact to the 2016-17 budget; additional revenues equaled additional expenditures, expenditure increases netted against expenditure decreases.

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; accept and appropriate insurance proceeds; appropriate loan proceeds, and transfer up to 15% of fund expenditures from contingency. Appropriation transfers are for the following funds:

General Fund

Transfer \$16,719 from contingency for increase workers' compensation costs, detailed by department in the resolution.

*Legislative/Administration* - Transfer \$20,000 of appropriations from contingency to Legislative/Administration for legal and contractual expenses.

*Parks and Recreation* - Transfer \$90,000 of appropriations from contingency to the Parks and Recreation for golf course expenditures.

*Swimming Pool* - Transfer \$8,000 from contingency to Swimming Pool for PERS and utilities.

*Police* - Accept insurance proceeds of \$1,473 for damage to a police car, and donations of \$1,531 for Cape Blanco law enforcement.

*Fire* - Accept grant of \$10,000 for Volunteer Fire Assistance Program.

Streets Fund - Accept of \$4,588 grant from Federal Emergency Management Agency (FEMA) for storm damage. Appropriate \$8,200 to pay the loan payments for the new street sweeper. Transfer \$1,431 from contingency for increase workers' compensation costs.

Water Fund - Accept grant of \$30,308 from Federal Emergency Management Agency (FEMA) for storm damage. Transfer \$4,954 from contingency for increase workers' compensation costs, detailed by department in the resolution.

Wastewater Fund - Accept grant of \$14,761 from Federal Emergency Management Agency (FEMA) for storm damage. Transfer \$9,820 from contingency for increase workers' compensation costs, detailed by department in the resolution.

Capital Projects Reserve Fund - Accept grant of \$166,300 from Oregon Regional Solutions for Azalea Park. Accept grant of \$18,925 from Oregon Health Authority for Preparedness and Response Program. Accept loan proceeds of \$75,000 for the new street sweeper, and appropriate the capital outlay.

Water SDC Fund - Appropriate \$23,150 for capital outlay on the airport project from prior year.

Attachments:

Resolution 17-R-1111 Appropriate insurance proceeds

Resolution 17-R-1112 Accept grants and donations and make appropriations

Resolution 17-R-1113 Appropriation transfers

Resolution 17-R-1114 Appropriation transfer from contingency

Resolution 17-R-1115 Appropriation transfer from contingency - workers' compensation



**CITY OF BROOKINGS**

**RESOLUTION 17-R-1111**

**A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE GENERAL FUND FOR INSURANCE PROCEEDS RECEIVED .**

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

**WHEREAS**, ORS 294.450 allows for a transfer of appropriation if authorized by the governing body; and

**WHEREAS**, the City needs to accept \$1,473 of insurance proceeds from damage to a police vehicle, and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Brookings hereby authorizes a transfer of appropriation pursuant to ORS 294.338.

**BE IT FURTHER RESOLVED THAT** that for the fiscal year beginning July 1, 2016, and for purposes shown below are hereby revised by the City Council as follows:

**General Fund**

Resources:		
Other Revenue	\$	1,473
Requirements:		
Police	\$	1,473

Passed by the City Council June 26, 2017, and made effective the same date.

Attest:

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Mayor Jake Pieper

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City Recorder Teri Davis

## **CITY OF BROOKINGS**

### **RESOLUTION 17-R-1112**

#### **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 donations in the year of receipt, and

**WHEREAS**, the City Council accepts a grant of \$166,300 from the Oregon Regional Solutions Grant for Azalea Park, and

**WHEREAS**, the City Council accepts a grant of \$18,925 from the Oregon Health Authority for the Preparedness and Response Program for EOC preparation and training, and

**WHEREAS**, the City Council accepts a grant of \$10,000 from Oregon Department of Forestry, for the Volunteer Fire Assistance Program for safety equipment, and

**WHEREAS**, the City Council accepts a grant of \$49,657 from Federal Emergency Management/Oregon Emergency Management, for storm damage, and

**WHEREAS**, the City Council accepts a grant of \$1,531 from Curry County, for Cape Blanco Law Enforcement, and

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

**BE IT FURTHER RESOLVED THAT** that for the fiscal year beginning July 1, 2016, and for purposes shown below are hereby revised by the City Council as follows:

#### **General Fund**

Resources:	
Grants	\$ 10,000
Donations	1,531
Requirements:	
Fire	\$ 10,000
Police	1,531

#### **Street Fund**

Resources:	
Grants	\$ 4,588
Requirements:	
Street Program	\$ 4,588

Water Fund

Resources:		
Grants	\$	30,308
Requirements:		
Distribution Program	\$	24,413
Treatment Program		5,895

Wastewater Fund

Resources:		
Grants	\$	14,761
Requirements:		
Collections Program	\$	14,761

Capital Projects Reserve Fund

Resources:		
Grants	\$	185,225
Requirements:		
Parks & Rec Program	\$	166,300
Special Appropriations:		
Capital Outlay		18,925

passed by the City Council June 26, 2017, and made effective the same date.

Attest:

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Mayor Jake Pieper

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City Recorder Teri Davis

# CITY OF BROOKINGS

## RESOLUTION 17-R-1113

### **A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE STREETS FUND, CAPITAL PROJECTS RESERVE FUND, AND THE WATER SDC FUND.**

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

**WHEREAS**, ORS 294.338(4) allows for a transfer of appropriation if authorized by the governing body; and

**WHEREAS**, the City received loan proceeds of \$75,000 during fiscal year 2016-17, to purchase a street sweeper and anticipates that additional capital expenditure, and

**WHEREAS**, the City anticipates debt payments on this new loan of \$8,200, and

**WHEREAS**, the City carried over more of the airport project from the prior fiscal year than originally anticipated, and anticipates those additional capital expenditures of \$23,150.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Brookings hereby authorizes a transfer of appropriation pursuant to ORS 294.338(4).

**BE IT FURTHER RESOLVED THAT** that for the fiscal year beginning July 1, 2016 and for purposes shown below are hereby revised by the City Council as follows:

<u>Streets Fund</u>		
Resources:		
Carryover	\$	8,200
Requirements:		
Special Appropriations:		
Debt Service	\$	8,200
<u>Capital Projects Reserve Fund</u>		
Resources:		
Loan Proceeds	\$	75,000
Requirements:		
Special Appropriations:		
Capital Outlay	\$	75,000
<u>Water SDC Fund</u>		
Resources:		
Grant Revenue	\$	23,150
Requirements:		
Water System	\$	23,150

Passed by the City Council June 26, 2017, and made effective the same date.

Attest:

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Mayor Jake Pieper

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City Recorder Teri Davis

**CITY OF BROOKINGS**

**RESOLUTION 17-R-1114**

**A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND CONTINGENCY TO LEGISLATIVE/ADMINISTRATION, PARKS AND RECREATION, AND SWIMMING POOL.**

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

**WHEREAS**, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

**WHEREAS**, expenditures will be more than expected in the General Fund, Legislative/Administration due to unexpected legal expenditures to defend an Oregon Ethics complaint, and contractual expenditures due to website contract during recorder transition, and

**WHEREAS**, expenditures will be more than expected in the General Fund, Parks and Recreation, golf course expenditures due to an unforeseen occurrence when the lease agreement with Wild Rivers Golf Management (aka Salmon Run) terminated early, and

**WHEREAS**, expenditures will be more than expected in the General Fund, Swimming Pool, due to higher PERS and utilities costs, and

**WHEREAS**, the City Council approves transferring those funds from Contingency, and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Brookings hereby transfers \$118,000 from General Fund Contingency to Legislative/Administration, Parks and Recreation, and Swimming Pool, pursuant to ORS 294.463(2).

**BE IT FURTHER RESOLVED THAT** that for the fiscal year beginning July 1, 2016, and for purposes shown below are hereby revised by the City Council as follows:

**General Fund**

**Requirements:**

Legislative/Administration	\$ 20,000
Parks and Recreation	90,000
Swimming Pool	8,000
Contingency	(118,000)

Passed by the City Council June 26, 2017, and made effective the same date.

Attest:

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Mayor Jake Pieper

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City Recorder Teri Davis

## **CITY OF BROOKINGS**

### **RESOLUTION 17-R-1115**

#### **A RESOLUTION OF THE CITY OF BROOKINGS TRANSFERRING APPROPRIATIONS FROM GENERAL FUND, STREETS FUND, WATER FUND, AND WASTEWATER FUND CONTINGENCY.**

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

**WHEREAS**, ORS 294.463(2) allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

**WHEREAS**, expenditures will be more than expected in the General Fund, Streets Fund, Water Fund, and Wastewater Fund due to workers' compensation rates increasing 56% compared to the prior rates, and

**WHEREAS**, the City Council approves transferring those funds from Contingency, and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Brookings hereby transfers \$16,719 from General Fund Contingency, \$1,431 from Streets Fund Contingency, \$4,954 from Water Fund Contingency, and \$9,820 from Wastewater Fund Contingency, pursuant to ORS 294.463(2).

**BE IT FURTHER RESOLVED THAT** that for the fiscal year beginning July 1, 2016, and for purposes shown below are hereby revised by the City Council as follows:

#### **General Fund**

Judicial	\$	18
Legislative/Administration		127
Police		13,534
Fire		1,327
Planning/Building		156
Parks		1,143
Finance		123
Swimming Pool		291
Contingency		(16,719)

#### **Streets Fund**

Streets maintenance	\$	1,431
Contingency	\$	(1,431)



Water Fund

Water Distribution	\$	3,364
Water Treatment		1,590
Contingency	\$	(4,954)

Wastewater Fund

Wastewater Collections	\$	6,444
Wastewater Treatment		3,376
Contingency	\$	(9,820)

Passed by the City Council June 26, 2017, and made effective the same date.

Attest:

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Mayor Jake Pieper

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City Recorder Teri Davis

# City of Brookings

## CITY COUNCIL MEETING MINUTES

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

Monday, June 12, 2017

### **Call to Order**

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

### **Roll Call**

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges, Roger Thompson and Dennis Triglia; Student Ex Officio Shawntisha Bailey absent; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Finance and Human Resources Director Janell Howard, Public Works and Development Director Paul Stevens, Building Inspector Garrett Thomson, Parks and Planning Manager Tony Baron, and Acting City Recorder Lauri Ziemer.

Media Present: No media was present

Others Present: Approximately 30 audience members.

### **Ceremonies**

*Americanism Week Proclamation*

**Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to authorize the Mayor to proclaim the week of June 11-17, 2017, as “Supreme Americanism Week”.**

Mayor Pieper read the proclamation and presented it to the Emblem Club membership.

*Appoint Dane Tippman to the Tourism Promotion Advisory Committee and to extend the term until July 1, 2020.*

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to appoint Dane Tippman to the Tourism Promotion Advisory Committee and extend the term to July 1, 2020.**

### **Public Hearings, Ordinances & Resolutions**

*Public hearing and approval of appropriations for the 2017-18, Fiscal Year Budget*

Finance & Human Resources Director Howard presented the staff report.

Mayor Pieper opened the public hearing regarding state revenue sharing at 7:16 p.m. There was no one to address Council regarding the state revenue sharing. The public hearing closed at 7:16 p.m.

**Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to adopt Resolution 17-R-1104 declaring the City's election to receive state revenues for 2017-18 fiscal year.**

Director Howard addressed several budget line items.

Mayor Pieper opened the public hearing regarding the 2017-18 budget at 7:20 p.m. There was no one to address Council regarding the budget. The public hearing closed at 7:21 p.m.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 17-R-1105, adopting the City of Brookings' budget, declaring tax levied, making appropriations for the 2017-18 fiscal year, and to categorize the levy.**

*Approval of Water and Sewer Rates and System Replacement Fees for Fiscal Year 2017-18*

Finance & Human Resources Director Howard presented the staff report.

**Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to adopt Resolution 17-R-1106, adopting Water rates for 2017-18.**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1107, adopting Sewer rates for 2017-18.**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1108, adopting System Replacement Fees for 2017-18.**

*Ordinance 17-O-769 amending Brookings Municipal Code Subsection E of Section 5.05.020 Definitions, and Adding Chapter 5.20 Transient Businesses to the Brookings Municipal Code.*

City Manager Milliman advised that Councilor Triglia had brought to his attention that there are typos in the ordinance document that will need to be changed, so any motion will need to include a statement of "with corrections."

Building Official Garrett Thomson presented the staff report.

Mike Frederick of 16883 Yellowbrick Road addressed Council in support of the ordinance.

**Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to do a first reading of Ordinance 17-O-769 by title only.**

Mayor Pieper read the title.

**Councilor Thompson moved, Councilor Hamilton seconded and Council voted unanimously to do a second reading of Ordinance 17-O-769 by title only.**

Mayor Pieper read the title.

**Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to adopt Ordinance 17-O-769 [Amending Brookings Municipal Code**

**subsection E of section 5.05.020 Definitions, and adding Chapter 5.20 Transient Businesses to Brookings Municipal Code] with the noted typographical corrections.**

**Oral Requests and Communications from the audience**

- No audience members requested to address Council on non-agenda items.

**Staff Reports**

*Downtown Master Plan*

Parks and Planning Manager Baron presented the staff report.

The following individuals spoke in opposition to the City's rental of the Central Building parking lot:

1. Rick Bishop of 625 Spruce Street (Mr. Bishop presented photographs to be entered into record)
2. Kim Bishop of 625 Spruce Street
3. Anthony Smalley of P.O. Box 1264, Brookings
4. Diane Justinson of 706 Pacific Avenue
5. Renee Dubois an employee of Bernie Bishop
6. Mike Frederick of 16883 Yellowbrick Road

Mayor Pieper advised that the parking lot lease would not be voted on at this meeting. City Manager Milliman added that lease terms are still in negotiations.

**Councilor Hodges moved, Councilor Thompson seconded and Council voted 4-1 with Councilor Hamilton voting 'nay' to amend the Downtown Master Plan as recommended in the Council Agenda Report.**

*Bodman Easement Agreement*

Public Works and Development Director Paul Stevens presented the staff report.

Dusty Bodman of 819 Easy St. #2 was invited to address Council.

**Councilor Hodges moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Attorney to prepare and the City Manager to execute an easement agreement with Dustin Bodman for the maintenance, repair and replacement of an existing water main and three water meter boxes on Tax Lot 1100 owned by Bodman, and provide consideration of \$4,194 in the form of a water service fee waiver; and moved to find that the value of \$4,194, or \$1.00 per square foot, is a reasonable value for the subject easement.**

*CTR Franchise Fees, Rate Increase and Recycling*

City Manager Milliman presented the staff report.

CTR Representative Luke Pike was in attendance to answer Council questions.

**Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to approve a new rate schedule to be effective July 1, 2017 for refuse collection and recycling services provided by Curry Transfer and Recycling, such schedule being as proposed in Exhibit A attached to the CTR letter dated May 19, 2016.**

**Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to change the Curry Transfer and Recycling franchise fee from 0.50 per cent to 5.0 per cent effective July 1, 2017.**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted 4-1 with Mayor Pieper voting 'nay' to authorize implementation of a residential recycling roller cart program providing a customer option of 96 or 65 gallon carts at a rate of \$3.75 per month, with fee and program to be implemented by Curry Transfer and Recycling in the 2017 calendar year.**

#### *Roto Rooter Agreement*

Public Works and Development Director Stevens presented the staff report.

Councilor Triglia expressed reservations about the proposed agreement. He suggested continuing the item in order to do further research.

**Council took no action and continued the item pending further investigation.**

#### *Award Contract for Fifth Street/Henry Loop Storm Drain Project*

Public Works and Development Director Stevens presented the staff report.

**Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize the City Manager to execute an agreement with McLennan Excavation, Inc. for the Storm Water Master Plan Project #1-4, Project No. 145.70 in the amount of \$515,285.**

#### **Consent Calendar**

1. Approve Council minutes for May 22, 2017
2. Accept TPAC minutes for April 20, 2017
3. Accept Planning Commission minutes for April 4, 2017
4. Accept Jane Opiat resignation from Public Art Committee
5. Move July Workshop to July 17, 2017

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

#### **Remarks from Mayor and Councilors**

Councilor Triglia reminded that the Public Art Committee is down to two members and not meet due to lack of quorum.

**Adjournment**

Councilor Hodges moved, Councilor Hamilton seconded and Council voted by voice to adjourn the meeting at 9:14 p.m. with Urban Renewal Agency meeting immediately following.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

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Jake Pieper, Mayor

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Teri Davis, City Recorder



**TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES**  
**Thursday – May 18, 2017**

**CALL TO ORDER**

Meeting called to order at 4:00 PM

**1. ROLL CALL**

*Present:* Committee members Candice Michel, Bob Pieper, Tim Patterson, Chuck Costello and Chair Skip Watwood

Also present: Council Liaison Bill Hamilton and City Recorder Teri Davis

**2. APPROVAL OF MINUTES –**

- a. Motion made by Candice Michel to approve the minutes of April 20, 2017, motion seconded by Chuck Costello and Committee voted; the motion carried unanimously.**

**3. PUBLIC COMMENT -**

- a.** Dwight Bode and Barbara Ciaramella spoke about the Pistol River Wave Bash event occurring June 7-11. They submitted a funds request in the amount of \$200. They were advised that they would need to re-submit the proposal for the next TPAC meeting as it was too late to be included in this meeting's action items. Ms. Ciaramella will re-submit the proposal as a reimbursement request.
- b.** Tim Patterson asked Ms. Ciaramella how the fireworks funding was proceeding. Ms. Ciaramella indicated the fundraising was going great. She elaborated on other upcoming fundraising events.
- c.** Mike Frederick advised that planning and implementation for Rock the Chetco is in good shape; he will provide the Beat the Brewers evaluation at a future TPAC meeting.
- d.** Bill Hamilton advised that he was present at the meeting as Council liaison, a program recently re-instated by the City Council.

**5. INFORMATIONAL ITEMS**

- a. Spectrum Digital Advertising Campaign** – Amber Aguirre and her associate Jeremy presented analytics from the in-progress digital advertising campaign.
  - Ms. Aguirre noted that the current agreement goes through the end of June
  - Ms. Aguirre said she will be able to provide more comprehensive analytics at a future TPAC since the tracking code was just recently added to the City's website.
- b. Dennett Consulting Group (DCG) Survey done for the City of Gold Beach**
  - Teri Davis provided copies of the survey results to committee members
  - The survey gauged Return on Investment of hosting visitor-focused websites and operating visitors centers
  - Ms. Davis provided a summation of the survey results.
- c. RFP for Survey Volunteer** – Tim Patterson presented a draft RFP
  - Committee members discussed the particulars of how such a program would work.
  - The committee will re-visit the proposal at the June meeting
- d. Budget & Internet Hit Info** – Committee reviewed budget and internet hits documents provided. All funds for advertising have been spent or are earmarked; funds available for events are \$3,757 (less \$3,000 committed to Rock the Chetco); funds available for capital are \$3,079 (less \$1,150 committed to Chamber map distribution).

**7. SCHEDULE NEXT MEETING** – Next meeting scheduled for Thursday, June 15<sup>th</sup> at 4 pm.

**8. ADJOURNMENT** – with no further business before the Committee, the meeting adjourned at 6:03 pm.

Respectfully submitted,

  
Skip Watwood, Chair  
(approved at June 15, 2017 meeting)

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,765,595.00	60,897.68	2,745,107.91	20,487.09	99.3
LICENSES AND PERMITS	106,000.00	7,080.61	87,358.35	18,641.65	82.4
INTERGOVERNMENTAL	218,000.00	23,925.23	137,874.10	80,125.90	63.3
CHARGES FOR SERVICES	159,500.00	2,223.00	143,404.15	16,095.85	89.9
OTHER REVENUE	181,100.00	24,178.18	143,566.69	37,533.31	79.3
TRANSFERS IN	338,456.00	.00	.00	338,456.00	.0
	<u>3,768,651.00</u>	<u>118,304.70</u>	<u>3,257,311.20</u>	<u>511,339.80</u>	<u>86.4</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	22,394.00	1,931.97	20,478.45	1,915.55	91.5
MATERIAL AND SERVICES	14,000.00	361.61	9,636.35	4,363.65	68.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,394.00</u>	<u>2,293.58</u>	<u>30,114.80</u>	<u>6,279.20</u>	<u>82.8</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	184,393.00	14,918.19	169,764.72	14,628.28	92.1
MATERIAL AND SERVICES	93,800.00	4,939.46	108,834.70	( 15,034.70)	116.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>278,193.00</u>	<u>19,857.65</u>	<u>278,599.42</u>	<u>( 406.42)</u>	<u>100.2</u>
POLICE:					
PERSONAL SERVICES	2,047,855.00	158,833.23	1,796,907.87	250,947.13	87.8
MATERIAL AND SERVICES	166,400.00	5,741.34	136,212.50	30,187.50	81.9
CAPITAL OUTLAY	55,150.00	.00	33,873.43	21,276.57	61.4
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,269,405.00</u>	<u>164,574.57</u>	<u>1,966,993.80</u>	<u>302,411.20</u>	<u>86.7</u>
FIRE:					
PERSONAL SERVICES	174,117.00	14,135.57	157,169.57	16,947.43	90.3
MATERIAL AND SERVICES	103,500.00	3,187.48	71,953.00	31,547.00	69.5
CAPITAL OUTLAY	45,519.00	.00	38,855.92	6,663.08	85.4
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>323,136.00</u>	<u>17,323.05</u>	<u>267,978.49</u>	<u>55,157.51</u>	<u>82.9</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	202,191.00	14,927.72	193,498.81	8,692.19	95.7
MATERIAL AND SERVICES	89,600.00	1,183.41	14,131.93	75,468.07	15.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	291,791.00	16,111.13	207,630.74	84,160.26	71.2
PARKS & RECREATION:					
PERSONAL SERVICES	172,655.00	14,134.42	157,047.23	15,607.77	91.0
MATERIAL AND SERVICES	70,400.00	8,832.55	146,967.16	( 76,567.16)	208.8
CAPITAL OUTLAY	650.00	4,031.88	45,465.68	( 44,815.68)	6994.7
DEBT SERVICE	49,000.00	.00	.00	49,000.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	292,705.00	26,998.85	349,480.07	( 56,775.07)	119.4
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	180,610.00	14,880.40	161,967.19	18,642.81	89.7
MATERIAL AND SERVICES	33,000.00	677.90	20,012.72	12,987.28	60.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	213,610.00	15,558.30	181,979.91	31,630.09	85.2
SWIMMING POOL:					
PERSONAL SERVICES	54,263.00	333.55	48,534.08	5,728.92	89.4
MATERIAL AND SERVICES	36,000.00	188.25	17,590.43	18,409.57	48.9
CAPITAL OUTLAY	4,300.00	.00	.00	4,300.00	.0
	94,563.00	521.80	66,124.51	28,438.49	69.9
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	144,000.00	4,176.02	86,356.16	57,643.84	60.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	227,500.00	.00	.00	227,500.00	.0
CONTINGENCIES AND RESERVES	627,354.00	.00	.00	627,354.00	.0
	998,854.00	4,176.02	86,356.16	912,497.84	8.7
	4,798,651.00	267,414.95	3,435,257.90	1,363,393.10	71.6
	( 1,030,000.00)	( 149,110.25)	( 177,946.70)	( 852,053.30)	( 17.3)

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	467,000.00	33,816.81	349,509.94	117,490.06	74.8
OTHER REVENUE	12,750.00	42.00	12,326.84	423.16	96.7
TRANSFER IN	.00	.00	.00	.00	.0
	<u>479,750.00</u>	<u>33,858.81</u>	<u>361,836.78</u>	<u>117,913.22</u>	<u>75.4</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	201,432.00	15,060.60	184,142.59	17,289.41	91.4
MATERIAL AND SERVICES	193,400.00	9,154.59	125,970.71	67,429.29	65.1
CAPITAL OUTLAY	101,300.00	360.15	38,050.39	63,249.61	37.6
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	49,954.00	.00	.00	49,954.00	.0
CONTINGENCIES AND RESERVES	118,664.00	.00	.00	118,664.00	.0
	<u>664,750.00</u>	<u>24,575.34</u>	<u>348,163.69</u>	<u>316,586.31</u>	<u>52.4</u>
	<u>664,750.00</u>	<u>24,575.34</u>	<u>348,163.69</u>	<u>316,586.31</u>	<u>52.4</u>
	<u>( 185,000.00)</u>	<u>9,283.47</u>	<u>13,673.09</u>	<u>( 198,673.09)</u>	<u>7.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	30,307.11	( 30,307.11)	.0
CHARGES FOR SERVICES	1,607,000.00	113,244.38	1,420,776.33	186,223.67	88.4
OTHER INCOME	42,000.00	2,775.00	52,971.32	( 10,971.32)	126.1
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,649,000.00</u>	<u>116,019.38</u>	<u>1,504,054.76</u>	<u>144,945.24</u>	<u>91.2</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	369,885.00	25,778.59	304,725.66	65,159.34	82.4
MATERIAL AND SERVICES	201,900.00	11,468.43	165,643.26	36,256.74	82.0
CAPITAL OUTLAY	59,900.00	6,546.03	49,496.52	10,403.48	82.6
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>631,685.00</u>	<u>43,793.05</u>	<u>519,865.44</u>	<u>111,819.56</u>	<u>82.3</u>
WATER TREATMENT:					
PERSONAL SERVICES	299,564.00	22,966.58	271,436.74	28,127.26	90.6
MATERIAL AND SERVICES	195,300.00	1,875.20	165,635.12	29,664.88	84.8
CAPITAL OUTLAY	35,400.00	398.39	6,766.78	28,633.22	19.1
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	417,829.00	.00	.00	417,829.00	.0
CONTINGENCIES AND RESERVES	179,222.00	.00	.00	179,222.00	.0
	<u>1,127,315.00</u>	<u>25,240.17</u>	<u>443,838.64</u>	<u>683,476.36</u>	<u>39.4</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,759,000.00</u>	<u>69,033.22</u>	<u>963,704.08</u>	<u>795,295.92</u>	<u>54.8</u>
	<u>( 110,000.00)</u>	<u>46,986.16</u>	<u>540,350.68</u>	<u>( 650,350.68)</u>	<u>491.2</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	14,760.77	( 19,260.77)	328.0
CHARGES FOR SERVICES	3,004,000.00	249,751.28	2,830,618.73	173,381.27	94.2
OTHER REVENUE	5,000.00	.00	15,644.50	( 10,644.50)	312.9
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,004,500.00</u>	<u>249,751.28</u>	<u>2,861,024.00</u>	<u>143,476.00</u>	<u>95.2</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	522,442.00	39,801.16	479,755.34	42,686.66	91.8
MATERIAL AND SERVICES	227,700.00	6,342.02	132,749.08	94,950.92	58.3
CAPITAL OUTLAY	40,900.00	398.39	24,803.72	16,096.28	60.6
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>791,042.00</u>	<u>46,541.57</u>	<u>637,308.14</u>	<u>153,733.86</u>	<u>80.6</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	511,268.00	38,081.98	450,531.89	60,736.11	88.1
MATERIAL AND SERVICES	583,400.00	14,386.84	439,844.86	143,555.14	75.4
CAPITAL OUTLAY	24,900.00	398.39	6,766.78	18,133.22	27.2
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	1,591,503.00	.00	.00	1,591,503.00	.0
CONTINGENCIES AND RESERVES	306,887.00	.00	.00	306,887.00	.0
	<u>3,017,958.00</u>	<u>52,867.21</u>	<u>897,143.53</u>	<u>2,120,814.47</u>	<u>29.7</u>
	<u>3,809,000.00</u>	<u>99,408.78</u>	<u>1,534,451.67</u>	<u>2,274,548.33</u>	<u>40.3</u>
	<u>( 804,500.00)</u>	<u>150,342.50</u>	<u>1,326,572.33</u>	<u>( 2,131,072.33)</u>	<u>164.9</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	478,671.00	3,867.77	502,115.40	( 23,444.40)	104.9
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	500.00	.35	4,160.54	( 3,660.54)	832.1
	<u>479,171.00</u>	<u>3,868.12</u>	<u>506,275.94</u>	<u>( 27,104.94)</u>	<u>105.7</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	29.81	7,907.47	27,092.53	22.6
CAPITAL OUTLAY	198,632.00	.00	.00	198,632.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	435,539.00	.00	.00	435,539.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>669,171.00</u>	<u>29.81</u>	<u>7,907.47</u>	<u>661,263.53</u>	<u>1.2</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>669,171.00</u>	<u>29.81</u>	<u>7,907.47</u>	<u>661,263.53</u>	<u>1.2</u>
	<u>( 190,000.00)</u>	<u>3,838.31</u>	<u>498,368.47</u>	<u>( 688,368.47)</u>	<u>262.3</u>

# City of Brookings Urban Renewal Agency Meeting MINUTES

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

**Monday, June 12, 2017**

## **Call to Order**

Chair Pieper called the meeting to order at 9:14 PM, immediately following the City Council meeting.

## **Roll Call**

Agency present: Chair Jake Pieper, Directors Brent Hodges, Bill Hamilton, Roger Thompson and Dennis Triglia; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Finance & Human Resources Director Janell Howard, and Acting City Recorder Lauri Ziemer.

## **Agency minutes**

**Director Triglia moved, Director Hodges seconded and Council voted 4-1 with Director Thompson abstaining to approve the January 23, 2017 Agency minutes as written.**

## **Public Hearing/Resolution**

*Public hearing and approval of Agency appropriations for the FY 2017-18 Budget.*

Chair Pieper opened the public hearing at 9:17 PM; hearing no comments, the hearing was closed at 9:17 PM.

Finance & Human Resources Director Howard provided the staff report.

**Director Triglia moved, Director Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1109 [approving Agency appropriations for the FY 2017-18 Budget].**

## **Agency Comments**

Director Hamilton remarked on the good work done by the Lions Club in Oasis Park.

## **Adjourn**

Director Thompson moved, Director Hodges seconded and Council voted unanimously to adjourn by voice vote at 9:24 PM.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

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Jake Pieper, Chair

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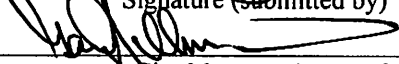
Teri Davis, City Recorder

# BROOKINGS URBAN RENEWAL AGENCY

## AGENDA REPORT

Meeting Date: June 26, 2017

Originating Dept: Finance & HR

  
Signature (submitted by)  
  
City Manager Approval

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Subject:

Transfer of Appropriations for FY 2016-17.

Recommended Motion:

Adopt Resolution 17-R-1116, approving appropriation transfers for the Brookings' Urban Renewal Agency for 2016-17.

Financial Impact:

There is no net impact to the General Fund Budget. Increases debt service expenditures in the Debt Service Fund by \$16,000 in the fiscal year 2016-17 budget.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body.

This transfers \$16,000 from capital outlay to transfers out in the General Fund, and increases debt service expenditures in the Debt Service Fund.

Attachment:

Resolution 17-R-1116 budget transfers

# URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS

## RESOLUTION 17-R-1116

### **A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE GENERAL FUND AND DEBT SERVICE FUND.**

**WHEREAS**, the Urban Renewal Agency of the City of Brookings is a municipal corporation which is subject to Oregon Budget Law, and

**WHEREAS**, ORS 294.463(3) allows for a transfer of appropriation if authorized by the governing body, and

**WHEREAS**, the Agency anticipates higher transfers out and lower capital expenditures in the general fund, and

**WHEREAS**, the Agency anticipates higher resources from transfers in and higher debt service expenditures in the debt service fund, and

**NOW, THEREFORE BE IT RESOLVED THAT** the Board of the Urban Renewal Agency of the City of Brookings hereby authorizes a transfer of appropriations pursuant to ORS 294.463(3).

**BE IT FURTHER RESOLVED THAT** the Board of the Urban Renewal Agency of the City of Brookings, Curry County, Oregon, for the fiscal year beginning July 1, 2016, and for purposes shown below are hereby revised as follow:

	<u>General Fund</u>	
Requirements:		
Capital Outlay	\$	(16,000)
Transfers Out		16,000
	<u>Debt Service Fund</u>	
Resources:		
Transfers In	\$	16,000
Requirements:		
Debt Service	\$	16,000

Passed by the City Council on June 26, 2017, and made effective the same date.

Attest:

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Chair Jake Pieper

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City Recorder Teri Davis