

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, September 23, 2013, 7:00pm

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

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements

1. September Yard Award Announcements
 - a. Best Residential: Stan Hobbs, 17280 Garvin Court
 - b. Best Commercial: Laura Ramirez, Escape 2 Beauty
2. Appointment of George Watwood to the Tourism Promotion Advisory Committee. [pg. 3]

E. Oral Requests and Communications from the audience. Public Comments on non-agenda items – 5 minute limit per person.*

F. Staff Reports

1. Tourism Promotion Advisory Committee recommended budget.[City Manager, pg. 6]
 - a. September 10, 2013 Committee minutes [pg. 8]
2. Tourism Promotion Advisory Committee Special Event Funding Recommendations. [City Manager, pg. 11]
 - a. Brookings Harbor Rotary proposal [pg. 13]
 - b. Chetco Pelican Players proposal [pg. 21]
 - c. Pirate Productions proposal [pg. 22]
 - d. Email from Port Director Ted Fitzgerald dated September 16, 2013. [pg. 24]
3. Expenditure of Transient Occupancy Tax revenue for Oregon Coast Magazine Advertising Campaign. [City Manager, pg. 25]
 - a. Proposal letter [pg. 26]
4. Contract with Oregon Emergency Management for Hazard Mitigation Grant. [City Manager, pg. 29]
 - a. Contract [pg. 30]

G. Ordinances

1. Ordinance 13-O-716, amending Brookings Municipal Code Chapter 12.40, Alcohol Prohibited on Public Premises, in its entirety. [See Advance Packet]

H. Consent Calendar

1. Approve Council minutes for September 9, 2013. [pg. 42]
2. Receive August 2013 monthly financial report. [pg. 46]

I. Remarks from Mayor and Councilors

J. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at 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 ten days advance notification. Please contact 469-1102 if you have any questions regarding this notice.



City of Brookings

898 Elk Drive, Brookings, OR 97415

Phone: (541) 469-2163 Fax: (541) 469-3650

www.brookings.or.us

APPLICATION TO SERVE ON A CITY OF BROOKINGS COMMISSION, COMMITTEE OR BOARD

PART I. Contact Information:

Name: George B. Watwood III Date: 9-4-2013
Physical Address: 97050 Dodge Ave Brookings OR 97415
Mailing Address: P.O. Box 6067
Email Address: skip@century21agate.com Phone: 541-661-1504

PART II. Position Selection, Requirements and Restrictions: (Please answer all that apply)

1. Commission/Committee applying for:

	<u>Composition (i)</u>	<u>Term (ii)</u>
<input type="checkbox"/> Planning Commission/Commission for Citizen Involvement (iii)	5 Electors, 2 UGB	4 yrs
<input type="checkbox"/> Budget Committee	5 Electors	3 yrs
<input type="checkbox"/> Parks and Recreation Commission	4 Residents, 1 UGB	2 yrs
<input type="checkbox"/> Public Art Committee (iii)	3 Residents, 2 UGB	3 yrs
<input type="checkbox"/> Traffic Safety Committee	2 Residents	2 yrs
<input checked="" type="checkbox"/> Tourism Promotion Advisory Committee	TBD	TBD
<input type="checkbox"/> Other (please specify):		

2. **City residents:** How long have you lived in the City of Brookings? _____ (yrs/mths)

Are you a City elector (registered voter)? ☐ Yes ☒ No

3. **UGB residents:** How long have you lived in the UGB?: 12 (yrs/mths)

4. **What is your current occupation?** Realtor

NOTES:

(i) Membership requirements:

- Resident and UGB status are determined by physical address.
- Residents must reside within the City limits.
- Electors are registered voters of the City of Brookings (verified by County Elections Officer)
- UGB members must reside within the Brookings Urban Growth Boundary or Area. (Contact the Planning Department at 541-469-1137 to determine if you are in the UGB).

(ii) Term: Appointments to fill mid-term vacancies will be for the remainder of that term.

(iii) Other restrictions:

- No more than two (2) Planning Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession.
- Three (3) Public Art Committee members must have an art background

PART III. Background Information : *Attach additional pages if needed:*

1. List your **related** experience and/or background to the position you are applying for:

2. List your **work history and educational background**, as well as any volunteer experience that is **not** related to the position for which you are applying:

3. Briefly describe your **interest in this position** and what you **hope to accomplish**:

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

- ☒ I acknowledge that I will not be under the direct supervision and control of the City in connection with the voluntary services for which I have applied.
- ☒ I acknowledge that I will receive no compensation or expense reimbursement from the City in connection with any volunteer services for which I have applied.
- ☒ I understand and agree that my volunteer service will be donated to the City at times other than my regular work hours.
- ☒ I understand that if the position I applied for requires me to be an elector of the City of Brookings, that the City has permission to verify my status as a registered voter.
- ☒ I agree to release the City from all matters relating to the voluntary service for which I have applied, including compliance, if any is required, with social security, withholdings, insurance and all other regulations and reportings governing such matters. I assume full responsibility for any injuries or damages suffered by or arising from the voluntary service described herein. (*Planning Commission applicants, see ** below*)
- ☒ I agree to release, indemnify and hold the City harmless from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages or expenses, of whatsoever kind and nature, including attorney fees, which City may sustain or incur as a result of errors or omissions in the performance of the voluntary service set forth herein.
- ☒ By signing this application voluntarily and in the presence of the witness listed below, I, the Applicant, do hereby acknowledge that I have read and agree to the terms stated above and that I understand and acknowledge that this document will become public information and may be distributed to the public and news media as part of a City Council Agenda Packet.

George B. Watwood III
Applicant (print name)

[Signature]
Applicant's Signature

9-4-2013
Date

Witness (print name)

Witness's Signature

Date

****Planning Commissioners** holding office on April 1st of each year are required to file an Annual Statement of Economic Interest with the Oregon Government Ethics Commission (OGE). You may view a sample form at http://www.oregon.gov/OGE/forms_publications.shtml. Official forms are provided by OGE.

Submit completed applications by mail or in person to the City Recorder, 898 Elk Drive, Brookings, OR 97415. Regular City business hours are 9:00am – 4:30pm, Monday–Friday.

Commission and Committee contact information:

Planning Commission: 541-469-1135
Parks and Recreation Commission: 541-469-1103
Traffic Safety Committee: 541-469-1103

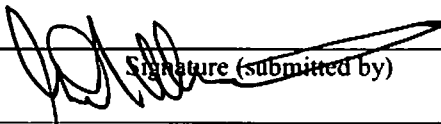
Public Art Committee: 541-469-1135
Budget Committee: 541-469-1123
Tourism Promotion Advisory Committee
541-469-1101

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Tourism Promotion Advisory Committee Recommended Budget

Recommended Motion:

1. Motion to approve the budget for use of Transient Occupancy Tax revenues as recommended by the Tourism Promotion Advisory Committee.
2. Motion to change the criteria for providing funding for special events to provide that funding can be made available for new and/or existing events, with stipulation that existing events must have a “new spin to it”; off season or year-round, with priority given to off-season; event must bring outside visitors to the area, events must have a metrics/methodology to determine success of bringing outside visitors to the event.

Financial Impact:

Budget for \$28,000 of \$31,308 available.

Background/Discussion:

At its meeting of September 10, 2013, the Tourism Promotion Advisory Committee voted to recommend the following budget for use of Transient Occupancy Tax revenues for fiscal 2013-14.

- \$3,000 for print advertising.
- \$10,000 for sponsoring special events.
 - Revised criteria for events:
 - New and/or existing events, with stipulation that existing events must have a “new spin to it.”
 - Off season or year-round, with priority given to off-season.
 - Event must bring outside visitors to the area.
 - Events must have a metrics/methodology to determine success of bringing outside visitors to the event.
- \$10,000 for radio and television advertising.
- \$5,000 to assist in purchasing an event tent that could be used by multiple organizations.

The total amount of this budget is \$28,000. The amount of unallocated TOT funding is \$31,308. Staff will need to meet with the Committee to clarify if the difference in the proposed budget and the TOT funding available is the amount proposed to be allocated for the Chamber of Commerce request for \$3,309 for the Oregon Lifestyles campaign.

Policy Considerations:

This proposal includes several policy changes with respect to the criteria for funding special events.

Attachment(s):

- a. TPAC minutes of September 10, 2013

TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)
MINUTES
Tuesday, September 10, 2013

CALL TO ORDER

Meeting called to order at 4:06 PM.

1. ROLL CALL

Present: Committee members Barbara Ciaramella, Candice Michel, Bob Pieper, Joe Willett, and Chair Tim Patterson

Also present: PW/DS Admin Asst. Lauri Ziemer, approximately 7 members of public

2. APPROVAL OF MINUTES

Motion made to approve the minutes of August 27, 2013 as written; motion seconded and Commission voted; the motion carried unanimously.

3. PUBLIC COMMENTS

None

4. ACTION ITEMS

Committee determined they need to choose how to allocate the Tourism Promotion Budget 2013-14 of \$28,800 and define proposal event criteria so they can determine if the event and ad proposals to be presented today meet the goals and budget of the committee. Audience member Ken Bryan questioned the \$28,800 budget amount and requested details of where tourism monies were previously allocated, stating that tourism monies needed to be spent on promotion and advertising of the local area. Mr. Bryan was advised to submit a Public Records request.

After discussion and review committee decided the \$28,800 budgeted be roughly divided by:

1. \$3,000 towards print advertising
2. \$10,000 towards sponsoring events
3. \$10,000 towards TV/Radio
4. \$5,000 towards assisting an organization interested in purchasing an event tent.

Motion made to allocate the \$28,800 as follows: \$3000 print ads, \$10,000 for events, \$10,000 for TV/Radio and \$5,000 for tent share or miscellaneous. Motion seconded and Commission voted; the motion carried unanimously.

Criteria for event proposals should be:

1. New and/or existing events, with stipulation that existing events have to have a new spin to it.
2. Off-season or year round, with priority given to off-season events.
3. Event must bring outside visitors to the area.
4. Have a metrix/methodology to determine success of bringing outside visitors to their event.

A. Do-Wop Event Proposal - Bruce Ellis of Pirate Productions presented latest proposal and additional details for event now scheduled Oct. 19th at the Port. Advised that the budget numbers presented in his latest proposal are what he needed to make event happen. Committee questioned if there was a back-up plan in the event of rain, which he stated there was not, and if it rains performers will still have to be paid and that is a risk they are taking with being an off-season event. Asked if event was sustainable, he believes if this years event is successful, it will sustain itself next year by attracting more people, vendors and sponsors. Without TPAC funding this year, event will not be able to proceed. Barbara questioned if there was enough time to

successfully pull event together, he advised he has already been in contact with performers and vendors who are willing to participate. He is ready to proceed with event and start the advertising and publicity which will be focused on outside of the area to draw visitors. **Motion made to fund the Do-Wop Production \$2000 to pay for their advertising costs. Motion seconded and Commission voted; Tim, Candice and Joe voted in favor, Bob and Barbara voted nay, the motion passes three to two.** Recommendation forwarded to the City Council.

B. Raining Cats & Dogs Event Proposal - Rotary representative Judy Lopez advised they were seeking \$1000 and provided event budget information. Committee questioned if event would draw out of town visitors, Judy stated event replaces Ducky Derby that attracted out of area visitors and they are starting this year as a one day event with vendors, kids games, and the Cats and Dogs helicopter drop in the hopes that over the next few years event grows making it a weekend event. Committee questioned if event was publicized outside the area to draw visitors and it will be. **Motion made to allocate \$500 to Rotary Raining Cats & Dogs event with the stipulation that funds must be spent specifically on out of area advertising. Motion seconded and Commission voted; the motion carried unanimously.** Recommendation forwarded to the City Council.

C. Haunted House Event Proposal - Chetco Pelican Players Claire Willard was unable to attend but Bob Pieper contacted her and determined her advertising budget to be \$300 and she draws visitors nightly to the area from Crescent and Gold Beach. **Motion made to allocate \$300 to Chetco Pelican Players Haunted House with the stipulation that funds must be spent on out of area advertising. Motion seconded and Commission voted; the motion carried unanimously.** Recommendation forwarded to the City Council.

D. Oregon Coast Lifestyles - Tim asked Arlis if the Chamber would be interested in partnering with TPAC on the Oregon Coast Lifestyles proposal. Arlis would like to research the proposal further. Committee reviewed ad proposal submitted. Barbara commented that she did an informal survey and did not find anyone who knew of the Oregon Coast Lifestyles program or their work. She did not know if the entire TV/Radio budget should go to them and thought it should be possible to find someone from out of the area that could do the project cheaper. Candice advised she believed that someone from out of the area would be more expensive and would not have the contacts and knowledge of the local area to contribute to the piece. Barbara advised she has yet to see the Channel 5 ad and wondered if anyone else had caught it on TV; some members had. Bob suggested the committee fund the proposal for \$8000 for production and six months of viewing and then let Terri-Lynn sell cooperative ads to business owners/sponsors thereafter for the \$1000 per month. Barbara suggested tabling item until next meeting to try and negotiate price with them and to research further if there is another production company that would be interested in making video and what they would charge. **Motion made to delay decision for a month on the television budget, motions dies for lack of a second. Motion made to delay decision for two weeks with Oregon Coast Lifestyles. Motion seconded and Commission voted; the motion carried unanimously.** As contact person Tim agreed to contact Terri Lynn with the proposal of \$8000 for production and six months viewing time and she is able to sell ads to businesses for the viewing time after that making sure that they agree that program is at least 20 minutes long with only 10 minutes for advertising. Barbara tol research other production avenues.

E. Chamber Ad Proposal - Chamber of Commerce Director Arlis Speere presented ad proposal from last meeting where the committee approved partnering with the Chamber and contributing half towards Oregon Coast Magazine 2013-14 print ad campaign. Arlis advised the

Chamber is not in a position to pay the other half as they are doing full page ads in the April/May issue and are requesting TPAC shoulder the complete costs of the ad campaign of \$3309. Expressed belief that publicity does bring out of town visitors to the area and is worth the cost. Ads will promote the whole area, not just certain businesses and all ad copy and content will be submitted to the City, Merchants Association and Port ahead of time for review. Committee questioned if there was a contact person or website, Arlis said typically in the past there has not been a contact line. Tim asked Arlis if the Chamber refers businesses that are non-members of the Chamber and she advised that if someone asks for information on non-members she provides what she can, but only members are listed on the Chamber website. **Motion made to approve proposal from the Brookings Chamber of Commerce and \$3000 print ad costs for the Oregon Coast Magazine. Motion seconded. No Discussion. Motion amended made by Tim Patterson to approve proposal from Brookings Chamber of Commerce for total cost of \$3309, amended motion seconded and Commission voted; the motion carried unanimously.** Recommendation forwarded to the City Council.

F. Tourism Promotion Budget 2013-14 - As previously noted above.

5. INFORMATIONAL ITEMS

A. Off-Season Tourism Event Proposal Form - Update form and remove references to off-season as committee has approved considering proposals for year around events. Suggested Gary be taken off as the contact person and put Lauri Ziemer as contact. Suggested that phrasing be included stating that priority will be given to new events.

6. LIAISON REPORTS

A. Apple Box Update - Candice advised Chris would be in town this weekend and she has not seen scripts yet but requested members to email her right away if they see a problem when she sends them out to them.

7. SCHEDULE OF NEXT MEETING - next meeting scheduled for Tuesday, Sept. 24 at 4:00pm.

8. ADJOURNMENT

With no further business before the Committee, the meeting adjourned at 6:27 pm.

Respectfully submitted,

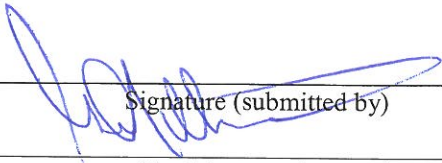
Tim Patterson, Chair
(approved at September 24, 2013 meeting)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Tourism Promotion Advisory Committee Special Event Funding Recommendations

Recommended Motion:

If the City Council wishes to proceed with the TPAC recommendations:

1. Motion to authorize the City Manager to enter into an agreement with the Brookings Harbor Rotary Club to provide \$500 in Transient Occupancy Tax funding to be used for advertising to attract out-of-town visitors to the Raining Cats and Dogs event scheduled for October 15, 2013.
2. Motion to authorize the City Manager to enter into an agreement with the Chetco Pelican Players to provide \$300 in Transient Occupancy Tax funding to be used for advertising to attract out-of-town visitors to the Haunted House event scheduled for October 24-31, 2013.
3. Motion to authorize the City Manager to enter into an agreement with Pirate Productions to provide \$2,000 in Transient Occupancy Tax funding for the Doo-Wop event scheduled for October 19, 2013.

Financial Impact:

Utilization of \$2,800 in Transient Occupancy Tax funds for promotion/support of special events.

Background/Discussion:

The Tourism Promotion Advisory Committee (TPAC) voted at their September 10, 2013, meeting to recommend the use of Transient Occupancy Tax revenues for the following special event activities:

1. \$500 for the Rotary Raining Cats and Dogs event scheduled for October 15, 2013 on the condition that funding be used for out-of-town advertising to attract out-of-town visitors to the event. This event replaces the Ducky Derby that had been conducted in the community for several years. TPAC vote was 5-0.
2. \$300 for the Chetco Pelican Players Haunted House event scheduled for October 24-31, 2013 on the condition that funding be used for publicity out of the area, specifically targeting Crescent City and Gold Beach. This event will be held at the former Toreros Restaurant. Chetco Pelican Players have conducted a Haunted House event during this period for the past 10 years. TPAC vote was 5-0.

3. \$2,000 for the Pirate Productions Doo-Wop on the Boardwalk event scheduled for October 19, 2013. The organizers planned to conduct the 2013 event in August, but moved the event to October. TPAC vote was 3-2.

Copies of all three proposals are attached.

Policy Considerations:

In February, 2013, the City Council approved a program to

“Offer incentives to groups and individuals who organize new, sustainable events, or expand existing events, during the off-season. This might include basketball tournaments and other events that can be held inside, running marathons or other activities which can be conducted during inclement weather. RFP’s would be evaluated by the Committee which would recommend awards to assist the event organizers with start-up costs and advertising. Awards would only be made to events that the Committee finds have potential for sustainability.”

Attachment(s):

- a. Brookings Harbor Rotary Club proposal.
- b. Chetco Pelican Players proposal.
- c. Pirate Productions proposal.
- d. Email from Port Director Ted Fitzgerald dated September 16, 2013.

Brookings-Harbor Rotary Club



October 5, 2013 - Port of Brookings-Harbor

Off-Season Events
City of Brookings Tourism

➤ Description of the event, goals and sustainability:

Since 2005, Rotary Club of Brookings-Harbor has put on an event called, Ducky Derby, supporting the youth of the community. "Ducky Derby" is a commercial enterprise of a company named 'Game,' and on average, Rotary paid out \$8-9000 per year for the right to use the name "ducky derby."

In 2012, the Rotary board decided to forego this expense and create our own event, thus, Raining Cats and Dogs was born. Originally, Raining Cats and Dogs was planned as a fundraiser only. However, the response we have received from the business community and our partners for the event has made us realize the value of creating a community-wide, youth-oriented event. We now intend to make Raining Cats and Dogs Brookings' newest and most exciting two-day event. This year the event is scheduled for October 5th, beginning at 10am, with the helicopter drop scheduled at 1pm. (We intend to schedule the event always in the month of October.) On Saturday at 1pm, 5000 small rubber cats and dogs will be dropped onto a target on the kite field at the port. The winning dog or cat closest to the target will win the grand prize.

This first year, we will provide two bounce houses and a minimum of six youth-oriented carnival games and activities, with prizes for each and every child. All youth activities will be free. Our intent is to expand the number of activities and vendors each year. In addition to having vendors (food, drink, etc.) selling their goods, we will also have artisans and crafters selling their wares to the public. For 2014, our intent is to expand Raining Cats and Dogs to an all-day event, from mid-morning to early evening. In 2015, we intend to make Raining Cats and Dogs a two-day event; Saturday dedicated to a youth-oriented carnival/fair with the drop occurring Sunday afternoon.

This year we will be promoting this event with extensive print, radio and local merchant advertising from both partners and participating sponsors. Rotary will publish a special Raining Cats and Dogs supplement to the Curry Coastal Pilot, delivered to 15,616 Pilot readers throughout Curry County. It will be filled with highlights of the promotion, stories of how Rotary helps our communities and fun activities for children and adults alike. Also included will be print ads featuring all the sponsors and the message they want to send to readers. Additional copies will be available at select locations in Curry and Del Norte Counties. Three weeks leading up to the event, ads will appear in both the Del Norte Triplicate and Curry Coastal Pilot, marketing the big event. The event will also be marketed by posters in local businesses, radio ads, fliers, point of purchase materials, banners at the north and south ends of town, etc. Radio spots have been purchased for several outlying markets.

In future years, the advertising we are currently doing outside of Curry County will be expanded to areas north, south and east of Brookings, with the intent of attracting visitors from outside areas – with the ancillary benefit of filling hotels and restaurants in the off-season.

Having completed our Raining Cats and Dogs fundraiser, Rotary sought an opportunity to thank and reward our sponsor/partners and the community for the support they have shown. This would be patterned after Toad Suck, Arkansas event, which grew from a small fundraiser to one of the nation's largest community events, covered by nation-wide media (Good Morning America, etc.). While the southern Oregon coast may not have the population to draw 180,000 people, to a three-day event, certainly we can bring several thousand people to Brookings for a two-day event. Ask few old-timers how the kite festival started, 'cuz it started small.

Attachments:

- Brookings-Harbor Rotary: outlines past and ongoing Rotary projects, all with an emphasis on supporting our youth and the Brookings-Harbor community.
- Prize/sponsor participants
- Detailed event budget
- Methodology for evaluating event success

**Off-Season Events
City of Brookings Tourism**

Brookings-Harbor Rotary Club Projects

- Provide Food Pantry for BHHS students
- Expand Snack Pack Program at Kalmiopsis School
- Help Azalea School Saturday meal program
- Distribute free dictionaries to every third grader
- Provide free swimming lessons and water safety instruction for every third grader
- Operate Azalea Park Snack Shack for American Music Festival
- Host annual Bidders BBQ for 4-H Junior Livestock Auction at the Curry County Fair
- Provide annual funds for Sole Mates (shoe vouchers for needy students)
- Help children in the Ready-to-Smile free dental screening at area schools
- Help build handicapped access to the Capella in Brookings Azalea Park
- Host Exchange Student, this year from Belgium, and sponsor BHHS student to Bolivia
- Host annual Rotary Invitational Track Meet, ten teams and hundreds of athletes
- Help with Nature's Coastal Holiday in November and December
- Sponsor Interact at BHHS, helping students pursue service projects
- Four Rotary \$1000 scholarships
- Rotary volunteers for Azalea Scholarship Pageant
- Bring fresh produce to south coast food banks
- Support Gold Beach Rotary with their annual Curry Health Foundation event, which resulted in Brookings receiving medical diagnostic equipment
- Assisted five BHHS Interact Club members attend the Rotary International Peace Forum
- Sponsor three BHHS sophomores for Rotary Youth Leadership Award training camp
- Restroom remodel at the BHHS football field
- Improvements to Bud Cross Park

Off-Season Events
City of Brookings Tourism

Raining Cats and Dogs - 2013 Prize and Sponsor Participants (as of 7/15/13)

Always in Bloom	Integrity Financial
Artistic Trends	Kemp Auto, 2 Gift Baskets
Mike Adams, "Chetco" book	Kentucky Fried Chicken
Babin Law	Kitanishi Café
Barron's Home Furnishings	Le Flor de Mexico
Best Western Beachfront	Les Schwab Tire Co.
Bi-Mart	Lilas
Black Trumpet Bistro, Gift Certificate	Lucky 7 – Smith River
Blue Waters Café	Mark Ritchie Construction
Book Dock	Matties
Brian Scott Gallery, \$50 Gift Certificate	McDonalds
Brookings Realtors	Musser Accounting
C & K Market	Nautical Inn
Cal Or Insurance	Ocean Diner
Chan's Restaurant	O'Holleran's
Chetco Sea Foods	Oil Can Henry's
Coast Auto	Onion Grill, \$15 Gift Certificate
Coast Heating	Pancho's Restaurant
Coos Curry Electric	Precision Eye Care
Crescent City Chamber of Commerce	Prehistoric Gardens, One Family Pass
Curry Coastal Pilot, 2 One-Year Subscriptions	Rancho Viejo
Curry Good Samaritan	Rice Bowl, \$20 Gift Certificate
Dairy Queen	Salmon Run, 4 Rounds of Golf
David Allen Insurance	Sears, Blower
Dotties, \$40 Gift Certificate	Sebastians
Dragon Place	Seaview Senior Living
Dutch Brothers, 10/1-Month Coffees	Spin Drift, One Night Stay
Edward Jones, Emily Rumiano	Slugs and Stones
Edward Jones, Terre Hodges	Subway
Feather Your Next, \$50 Gift Certificate	Superfly
Fifth Street Gym	Sutter Coast Hospital
Figaros	Tea Room
Flying Gull	Town and Country Vet
Fred Meyer	U. S. Bank
Gary Walbeck, Hand-Carved Walking Stick	Umpqua Bank
Gold Beach Lumber	Vista Pub
Grocery Outlet	Dr. Doug Walker
Gypsies	Whales Tail
Hagen's Dry Cleaners	Wild Bird, Bath & Beyond
Har-Brook Jewelers	Worlton's
Hungry Clam	

Off-Season Events
City of Brookings Tourism

Raining Cats and Dogs

2013 Projected Budget

Banners	428
Tent	750
Sponsor/Partner Tent/Refreshments	950
Badges	50
Jump houses (2)	250
Porta potties	120
Posters	40
Games	<u>200</u>
	\$2,788

Off-Season Events
City of Brookings Tourism

Methodology for Evaluating Event Success

Pending the cities' support of our event, we will physically count the people attending the Raining Cats and Dogs event. We will have set up several entrance/ticket booths and give out numbered tickets to everyone who enters the area. The "ticket" may be a combination of a ticket and a hand-stamp. All the public would need do is put their name and phone number on their ticket, and turn it in at the main ticket booth. At the end of the event, we would be able to total up the number of tickets given out, but can also separate the tickets by the telephone area codes. The winning ticket would be drawn at the end of the event. The winner would receive a \$100 gift certificate to a Brookings-Harbor business.

Enter To Win! CASH AND PRIZES!



Rotary Club of Brookings-Harbor
FUNDRAISER 2013
SATURDAY, OCT. 5, 10am-2pm

At The Port Of Brookings-Harbor Kite Field At 1 pm

Come Join The Fun As Your "Adopted"

Rubber Cats & Dogs

Rain Down From A Helicopter



Oct. 5, 10—2 - Port of B-H Kite Field



Trial helicopter drop

(We know that works.)



2013 Azalea Festival Parade



Building anticipation...

RE: Request for Proposal – Off Season Event Incentives by the City of Brookings Application by Chetco Pelican Players

EVENT BACKGROUND

October 24th through the 31st, the Chetco Pelican Players will present its 10th annual Haunted House. It is the nonprofit theater organization's primary fundraiser of the year and has become a widely anticipated tradition. The Haunted House is a spectacular, heavily publicized extravaganza, which has become larger and more popular every year, drawing many tourists to Brookings in the off-season and a large number of residents of Curry and the surrounding counties. It is the only such event in Del Norte and Curry counties and the biggest full scale 'haunt' on the Oregon coast. This year's production will be presented every evening for the last 8 days of October; the 24th through the 31st.

PROJECT DESCRIPTION

The CPP Haunted House is staffed by the trained actors of our theater troupe and is a lively autumn celebration which has come to be held in high regard. It has increased in notoriety and attendance year after year since the first production in 2003. Each presentation features a distinct theme. The attractions, developed by the actors, are centered around that theme, making each year's experience dramatically different from the last. The event will be held on private property in the City of Brookings at the previous location of the former Toreros Mexican Restaurant. This event is fully insured and will be inspected by the Brookings Fire Department.

BUDGET

The Chetco Pelican Players Haunted House has a budget of approximately \$5,000. This figure will include building materials (\$1,500.00), costuming and theatrical supplies (\$500.00), building venue rental and utilities (\$2,000.00) and food for guests throughout the 8 day production (\$1,000). It is produced and sponsored by Claire Willard as a theatrical benefit, with additional sponsors and contributions by Grocery Outlet, Fred Meyer, the Brookings Harbor Insider and other local establishments.

Our annual CPP Haunted House is a prestigious event. It's acclaim has spread over the decade of its existence and the spectacle is now regularly attended by patrons from as far west as Medford, Grants Pass and Ashland, and on the coast from Eureka to Coos Bay and beyond. Our ongoing goal is to be more entertaining with each show, to support our theater here in Brookings and to continue to grow and broaden our outreach with additional advertising and ingenuity.

Please Reply to:
Claire Willard
Claire@blupac.com 541-661-3239

PIRATE PRODUCTIONS PRESENTS

DOO WOP ON THE SIDEWALK! A TRIBUTE TO THE 50's & 60's

Doo Wop on the Sidewalk will be a nostalgic trip back to 50's & 60's complete with live music (bands playing music from the 50's & 60's), entertainment and classic cars from that era. There will also be merchants and food vendors including a Beer Garden, and we will be encouraging the vendors and visitors to get into the spirit of the event by dressing in their favorite outfit from the days of yesteryear. There will be a dance area in front of the stage for a "Sock Hop" and a "Best Dressed Contest" with prizes for the winner's. We are looking at this as becoming an annual event; the goal is to sustain future events with the support of Sponsors and the Vendor fees as well as City funds being used for advertising fees and assisting in the cost of the entertainment. The event is designed for locals and to encourage off season tourism as well, bringing economy to the area and supporting the local merchant's, hotels and restaurants etc. Through proper advertising and media coverage the Doo Wop should accomplish all goals.

Being this is the first event and we haven't set a date. There aren't any Sponsors to list. But as soon as we have a date for event, a list will be presented and updated as they are brought in. The Insider of Southern Oregon Entertainment Newspaper will be providing Insurance coverage for the event and full promotion of the event in the Sept. and Oct. issues.

Budget will include these estimated costs:

Radio Stations, local and out of town (Grants Pass, Medford etc.) =\$1200-\$1500

Newspaper coverage local and out of town =\$210 will put 3.8x5 in. ad in The Daily Courier including press release 2 Thursdays before event.

TV coverage such as the Channel 5 Loop and look into possible FOX TV as well.

Posters/Flyers= \$300

Entertainment Fees (live music, acts etc.) ?

Porta Potties and Garbage ?

Pirate Productions Fee = \$1000

This includes:

Organizing Event

Booking Music/Entertainment

Bringing on Sponsors

Booking Vendors

Dispersing Posters and Flyers, locally and throughout Southern Oregon (Hwy 199 Corridor, Cave Junction, Grants Pass, Medford, Port Orford, Bandon etc.)

Doo Wop on the Sidewalk will be a one day event (Saturday, Oct.? 2013) proposed site is the Chase Bank area including the frontage road. If the weather is going to be foul the event can easily be moved up to the Elks Lodge. It will be an all day event 10am-9pm.

By checking with the hotels, restaurants and local merchants after the event should provide an idea of how many off season tourist's came to town to enjoy the Doo Wop.

PIRATE PRODUCTIONS

DOO WOP ON THE BOARDWALK PROPOSAL CONTINUED

The event will be held at the Port of Brookings October 19th, 2013 between the hours of 10am-9pm.

In addition to the "Best Dressed" Contest (male and female), in which both winners will receive a sponsored prize there will also be a "Dance Contest" for a prize. There will also be free raffle (door prize) in which all patrons who sign up will get a ticket stub, a drawing will be made and a sponsored prize will be given, this should encourage participation and should also help to determine a head count on how many people attended.

Here is the budget we need:

Radio Advertising (Grants Pass Area) = \$1500

Newspaper (Daily Courier, Grants Pass = \$210

Poster's and Flyers (Print Costs) = \$300

Port of Brookings Rental = \$250

Pirate Productions = \$1000

This amount comes to \$3260 the amount we are requesting from the Committee. As far as TV coverage goes we would request that the Board include the Doo Wop in the ongoing commercial loop.

Pirate Productions will take funds accrued from Sponsors and Vendors (estimated \$2000) and Pay for the entertainment costs and the "Best Dressed Contest" and Raffle prizes. It will cost around \$1500+ for entertainment we will have at least 4 bands for the event, and will push the Contest and Raffle in all the promotions.

From: "Port of Brookings Harbor Director" <director@port-brookings-harbor.com>
Date: Mon, 16 Sep 2013 11:23:15 -0700
To: 'Gary Milliman' <gmilliman@brookings.or.us>
Subject: Tourism Board

Gary:

I was reading the article about the Tourism Board's meeting in the September 14, 2013 issue of the Pilot, and was surprised to hear that Bruce Ellis successfully petitioned the committee for promotion dollars for the Pirate Productions debut "DooWop on the Boardwalk" (Oct. 19).

To date, Mr. Ellis has not submitted an application for such an event to the Port, nor has he or any other party tendered an application fee to the Port. The reason this is important is that past experience with Mr. Ellis has found him unable to meet the port requirement of payment in advance for event applications. He prefers to pay in arrears. The port has notified him that he will not be hosting any other events on Port property unless he conforms to port rules and guidelines, payment being one of them. Mr. Ellis paid for the last Pirate Festival after it was over, in violation of a special agreement extended to him by the Port, but then stopped payment on the check because he said the event had not been the success he had hoped and he knew the port would work with him.

Mr. Ellis found this not to be the case, and we did eventually receive payment. However, we at the Port are not disposed toward expanding on a dysfunctional relationship.

Prior to providing Mr. Ellis with any funds, I would recommend that you verify with the Port that he has an existing, paid-for arrangement with the Port for an event, and I would further verify that those promotion dollars are not going to be spent through the Coastal Insider, Mr. Ellis' advertising circular. Since it is his event, it seems to me those dollars could be spent more wisely in publications with a larger circulation.

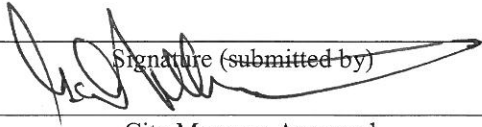
Ted Fitzgerald

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Oregon Coast Magazine Advertising Campaign

Recommended Motion:

Motion to authorize the expenditure of \$3,309 in Transient Occupancy Tax revenue for the Oregon Coast Magazine advertising campaign as described in the August 27, 2013, proposal from the Brookings Harbor Chamber of Commerce.

Financial Impact:

\$3,309 in Transient Occupancy Tax revenues; approximately \$31,308 in budgeted TOT revenues is currently unallocated to specific projects.

Background/Discussion:

The Tourism Promotion Advisory Committee (TPAC) has recommended that the City participate in an advertising campaign whereby the Chamber of Commerce would purchase a 1/3-page advertisement in Oregon Coast Magazine promoting Brookings-Harbor tourism. The advertisement would appear in three seasonal issues of the magazine. The total cost of the campaign is \$3,309.

See the attached proposal letter from the Brookings Harbor Chamber of Commerce.

Attachment(s):

- a. Proposal letter



CHAMBER OF COMMERCE
"Working To Help Our Businesses Grow"



August 27, 2013

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 95415

PROPOSAL

The Brookings-Harbor Chamber of Commerce would like to partner with the Brookings Tourism Promotion Advisory Committee to create a print ad campaign that would help promote awareness and drive visitors to our community.

The Brookings-Harbor Chamber of Commerce proposes to purchase a 1/3 page horizontal ad in the November-December 2013, January-February 2014, and May-June 2014 in Oregon Coast Magazine. The 1/3 page horizontal ad would enable our Brookings community to cost-effectively create a very visible presence in this tourist magazine. (i.e. please see Sea Lion Cave ad) Each 1/3horizontal ad is \$1,103.00 so that means a total campaign cost of \$3,309.00

The Oregon Coast Magazine reaches a valuable tourist target market to our Brookings community. Please see the attached "Our Readers" to review the data. It has an average age group of 58 years and annual income of \$76,000. There are 40,000 paid circulations with a reach of over 100,000. It is important to note that this is not a free publication. It's a paid publication via subscribers and news stand shoppers who spend their money on the magazine because of their interest in the Oregon Coast. The average reader keeps their copy for a year to reference when making travel plans and 100% have used the magazine to make travel plans.

The Brookings-Harbor Chamber of Commerce would submit ahead of time to the Tourism Promotion Advisory Committee all add copy. The goal of the Chamber is to work with and communicate broadly throughout the Brookings business community. (e.g. solicit input from the City, Brookings Merchant's Association, Chamber Members etc...)

The November-December ad copy deadline is September 13, 2013. Due to the deadline the Chamber would need a decision no later than the end of August 2013 to ensure placement in the November-December issues of the Oregon Coast magazine.

Arlis A. Steele
President / CEO

CC:
Barbara Ciarabella
Bob Pieper
Candice Michel
Joe Willitt
Tim Patterson
Peter Spratt

OREGON COAST

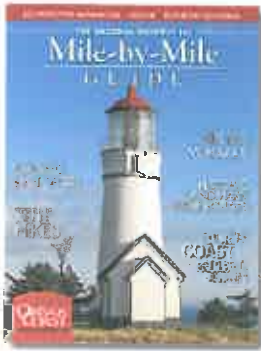
About Us



An independently owned and operated publishing company with personal commitment to the promotion of travel and tourism on the Oregon Coast since 1982.

- Our advertisers continue to place confidence in our service, markets, and especially, our ability to motivate leisure travelers.
- **Oregon Coast** brings readers the beauty and grandeur of America's Most Beautiful Coastline, from lighthouses and tide pools to intriguing feature articles on coastal history, personalities, outdoor destinations, and city profiles. The people are as important as the scenery; human interest is an important part of **Oregon Coast** magazine.
- **www.OregonCoastMagazine.com** Our readers are enticed by the up-to-date calendar of events, engaging stories, web exclusives, and announcements and a constant path of user-interactive development. This provides added value online, with banners and links on every page directing traffic to our advertisers' own Web sites.
- Visit our sister website, **www.OregonCoastTravel.net**, where we have a complete calendar of events and sample editorial. Ask your sales representative about our free promotion through banner ads and listings.
- Travelers can interact with us on our Facebook (*facebook.com/OregonCoastMagazine*) page and through Twitter (*OregonCoastMag*) where we have more followers than anybody else on the Oregon Coast. A presence in these social media outlets helps build loyal readership and expands our reach.

Our Readers



Oregon Coast attracts an educated, affluent audience with an average age of 58 and an average household income of approximately \$76,000. We speak to leisure travelers with general interest reading about life on the coast. Survey results are shown below.

DEMOGRAPHICS

Average age:	58.1	Average household income:	\$76,442
Some College:	48%	Median household income:	\$59,375
College Degree:	20%	Homeowners:	93%
Graduate Work:	20%	Have visited the Northwest:	85.4%
Male/Female:	51/49%	Have used Oregon Coast to make travel plans:	100%
Single/Couple:	21/79%		
Children at home:	13%		

HAVE VISITED

Washington	41%
Oregon	74%
British Columbia	12%
Idaho	17%
Montana	18%
California	30%
Overseas	16%

PLANNING TRIP WITHIN NEXT YEAR TO:

Oregon Coast	78%
Willamette Valley	27%
Eastern Oregon	29%
Portland	28%
Southern Oregon	35%
Central Oregon	37%

LODGING PLANS INCLUDE:

Campground	33%
Bed & Breakfast	22%
Full Resort	38%
Hotel/Motel	85%

USE OREGON COAST FOR:

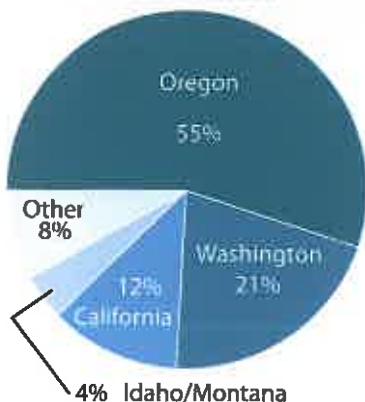
Quick getaway	45%
Five-day trip	40%
Ideas for recreation	55%
Find accommodations	43%
Learn about events/festivals	67%

INTEREST DURING TRAVEL:

Wildlife viewing	61%	Shopping	72%
Eating out	91%	Taking cruises	23%
Hiking	41%	Photography	44%
Water sports	17%	Storm watching	46%
Relaxation/day spas	38%	Historic sites	76%
Theatre	26%	Golf	13%

Circulation & Distribution

Subscriber Distribution



Oregon Coast brings you the beauty and grandeur of "America's Most Beautiful Coastline."

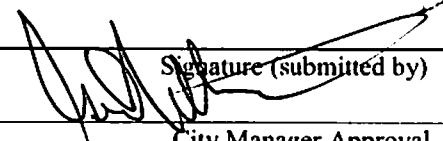
- Our circulation of 40,000 is primarily based on paid subscriptions and newsstand sales. In addition, we place a certain number of copies with lodging properties whose guests fit our profile. Readers estimate that about 3.8 people on average read their copies of *Oregon Coast*, producing a readership of around 150,000. Copies of *Oregon Coast* are treated almost like heirlooms. Two thirds of readers keep their copies for at least a year, while 40% report that they never throw an issue away.
- The geographical distribution of *Oregon Coast* magazine's readership is primarily in the three Pacific states of the continental United States. Oregon represents about 55%, Washington 21%, and California 12%. Idaho accounts for 4% and the remainder are spread across the country.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 23, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Agreement with Oregon Emergency Management for Hazard Mitigation Grant

Recommended Motion:

Motion to authorize City Manager to execute Hazard Mitigation Grant Program Contract FEMA DR-1964-OR with Oregon Emergency Management.

Financial Impact:

City will receive \$307,213 in grant funding.

Background/Discussion:

In 2011, the City applied for funding under the Federal Emergency Management Agency (FEMA) Hazard Mitigation program to pay a portion of the cost of constructing a 260-lineal-foot retaining wall on the ocean bluff adjacent to the Wastewater Treatment Plant. This bluff area has experienced earth movement in recent years and threatens the long-term integrity of the Plant itself. The City relocated a 300-foot segment of 36-inch treated water outfall line from within the slip plane in 2012 at a cost of \$125,808.

The total estimated cost of this retaining wall project is \$902,442, and grant funding is offered at \$307,213. The remaining amount of funding will be paid from the proceeds of a recent wastewater debt refinancing, which anticipated this project. These grant funds cannot be used for any other project or purpose.

FEMA Hazard Mitigation funds are available for public projects under a set-aside provided in each federal disaster declaration event. In this case, the Hazard Mitigation funding is being provided from the federal disaster assistance appropriation for the March, 2011, "Tsunami Wave Surge Event." The project was also identified in the City's 2010 Hazard Mitigation Plan.

The project will include installing steel soldier sheet piles into bedrock with steel rod tie-back anchors. This project will disrupt the pedestrian path access to Chetco Point Park, and restoration of that path will be a part of the project.

Attachment(s):

- a. Contract document.

STATE OF OREGON

OREGON EMERGENCY MANAGEMENT

HAZARD MITIGATION GRANT PROGRAM CONTRACT, FEMA DR-1964-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, Oregon Military Department, Oregon Emergency Management, hereinafter referred to as "Grantee" and the **City of Brookings**, hereinafter referred to as "Subgrantee".

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from Tsunami Wave Surge on March 11, 2011.

WHEREAS Grantee is authorized by the 2011 FEMA-State Agreement for the March 11, 2011 Tsunami Wave Surge Event (DR-1964-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims.

THEREFORE, the Parties mutually agree to the following.

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by Grantee. Under the authority of Presidential Major Disaster Declaration FEMA DR-1964-OR, Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Planning Grant entitled **City of Brookings – Wastewater Treatment Plant Slope Stabilization Project** as described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "Project".

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by Subgrantee under this Agreement shall be those activities which occurred starting **December 2011** including eligible pre-award planning activities as approved by FEMA in the scope of work project budget and shall terminate upon completion of the Project approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period." Except as otherwise provided in this Section 3.0, the Project shall be completed no later than **March 25, 2015**.

In the event of extenuating circumstances preventing Subgrantee from completing the Project on or before the FEMA performance deadline of **March 25, 2015**, Grantee may, at its sole discretion and if approved beforehand by FEMA, grant a time extension to the approved Project. Request for an extension of time shall be submitted by Subgrantee in writing with an explanation of the extenuating circumstances.

4.0 CLOSE-OUT

It shall be the responsibility of Grantee to issue close-out instructions to the Subgrantee upon completion of the Project.

5.0 FUNDING

The total *estimated* cost of the Project (Phase-I) for the purpose of this Grant Agreement is **\$902,442**.

Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the Project to Subgrantee which are identified in the documentation provided by Subgrantee and approved by Grantee and FEMA.

The Parties understand that the Federal Emergency Management Agency will contribute thirty-four point zero four two four (34.0424%) of the eligible costs for any eligible project. The 34.0424% Federal share for this project shall not exceed **\$307,213**.

Subgrantee will commit at least the required sixty-five point ninety five seventy six (65.9576%) non-federal match to any eligible project.

6.0 PAYMENTS

Grantee, using funds granted for purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to Subgrantee as follows:

1. Payments will be made to Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee. Partial payments of funds for costs already incurred may be requested at any time during the Project. This request must include appropriate supporting documentation of the incurred costs.
2. Final Payment will be made upon completion of Project, completion of all final inspections by Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by Grantee or FEMA. Adjustments to the final payment may be made following any

audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

3. Subgrantee is *not* entitled to receive federal administrative monies upon completion and closure of the Project for the costs of requesting, obtaining, and administering the Hazard Mitigation Program grant(s) for FEMA-DR-1964-OR.
4. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project Number and FEMA FIPS Number, and appropriate documentation as required.
5. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-DR-1964-OR.
6. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne fully by the Subgrantee.

8.0 RECORDS MAINTENANCE

The Subgrantee shall cause books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division, or the United States Inspector General. Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment or an extended period as established by FEMA in 44 CFR 13.42.

Subgrantee will photographically document pre-construction, construction and completed conditions of the Project and make such documents a part of its records.

9.0 AUDITS AND RECORDS

Audits shall be in accordance with the Single Audit Act of 1984, as amended. Subgrantee is to procure, at its own cost, audit services based on the following guidelines:

1. Subgrantee receiving less than \$50,000 in federal funds in a fiscal year is exempt from compliance with the Single Audit Act. However, records must be available for review by Grantee.
2. Subgrantee receiving \$50,000 to \$500,000 in total federal funds in a fiscal year may choose to have an audit made in accordance with the Office of Management and Budget (OMB) Circular A-133 or a program audit.
3. Subgrantee receiving \$500,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular 1-133.

As applicable, Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Generally Accepted Government Auditing Standards developed by the comptroller General; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number (CFDA-97.039), grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balances.

Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that Subgrantee's contractors and subcontractors also maintain records which are auditable. Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

Subgrantee shall send the audit report to Grantee's Project Administrator as soon as it is available, but no later than nine months after the end of the Subgrantee's fiscal year in which any funds received by Subgrantee under this Agreement are received. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. Subgrantee will respond to Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

Subgrantee shall include these requirements in any contract or subcontracts.

10.0 RECOVERY OF FUNDS

In the event that Subgrantee fails to complete the Project(s), fails to expend, or is overpaid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to be owing funds to Grantee, Grantee reserves the right to recapture funds in accordance with federal and state laws and requirements. Repayment by Subgrantee of funds under this recovery provision shall occur within 30 days of demand. In the event that Grantee is required to institute legal proceedings to enforce this recovery provision, Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

The Subgrantee shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further, the Subgrantee shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the Subgrantee obtains recovery from a responsible party, the Subgrantee shall first be reimbursed its reasonable costs of litigation from such recovered funds. The Subgrantee shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

Subgrantee will prohibit any employee, governing body, contractor, subcontractor, or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by Subgrantee either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that Subgrantee subcontracts for engineering services, Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with Subgrantee for the benefit of Subgrantee of not less than the amount of its

subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that the subcontract shall terminate immediately upon cancellation or lapse of the bond or insurance and shall require the subcontractor to notify Subgrantee immediately upon any change in insurance coverage or cancellation or lapse of the bond.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, 206.440, Subgrantee may appeal any determination previously made related to the federal assistance for Subgrantee. The Subgrantee's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the Subgrantee's position.

16.0 GOVERNING LAW AND VENUE

1. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. *Subgrantee, by execution of this agreement, consents to the exclusive jurisdiction of said court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*
2. Notwithstanding Section 2, 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 immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

17.0 TERMINATION; RECOVERY OF FUNDS

1. By Subgrantee. Subgrantee may terminate this contract with thirty (30) days notice to Grantee and the return of all federal funds paid to Subgrantee for the Project.
2. By Grantee. The Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

- a. A reduction in federal funds which are the basis for this Agreement, and/or,
 - b. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
- 3. Termination upon Noncompliance by Subgrantee
 - a. If inspections and review of Subgrantee support documentation reveal noncompliance in performance of the work and/or documentation of the work, the Subgrantee will be required to correct deficiencies or variances before program closure.
 - b. If corrective actions required do not resolve variances from the approved Project, Grantee will notify Subgrantee of such. Grantee may then make the determination that Subgrantee variances constitute noncompliance or nonconformance to the Hazard Mitigation Grant Program and/or conditions. In the event of such determination, Grantee will notify Subgrantee of such action and recover obligated funds from the Subgrantee and take other actions as specified under 44 CFR 13.43 (Enforcement) or 44 CFR 13.44 (Termination for Convenience).

18.0 SAVINGS

Subgrantee shall apply any savings, rebates, and reductions in cost to reduce the overall cost of the Project.

19.0 WAIVERS

The failure of OEM 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 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.

20.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to Subgrantee, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, Subgrantee shall, as required by ORS 401.178(2), indemnify, defend, save, and hold harmless the United States and its agencies, officers, employees, agents, and members, and the State of Oregon and its agencies, officers, employees, agents, and members, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of

or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors, or subcontractors under this Agreement.

21.0 Subgrantee ASSURANCES

Subgrantee represents and warrants to Grantee as follows:

1. Subgrantee is a political subdivision of the State of Oregon. Subgrantee has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder
2. This Agreement has been duly authorized, executed, and delivered on behalf of Subgrantee and constitutes the legal, valid, and binding obligation of Subgrantee, enforceable in accordance with its terms.
3. Subgrantee hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C and D; Office of Management and Budget Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-102, A-110 (2 CFR Part 215), A-122 (2 CFR Part 230) and A-133; the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652) Conditions of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).
4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. Subgrantee will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. Subgrantee will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. Subgrantee will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act,

the Endangered Species Act, and all other federal and state environmental laws.

7. Subgrantee will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. Subgrantee will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. Subgrantee shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. Subgrantee shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Subgrantee does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program. However, if FEMA and any other Federal agency are a party to a contract for the repair or restoration of a public building or public facility, the contract would have to comply with the Davis-Bacon Act.
12. Subgrantee and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including Subgrantee, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

22.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds, does not and will not acquire any ownership or title to such property of the Subgrantee.

23.0 ACKNOWLEDGMENTS

Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this Project in any information release or other publication developed or modified for, or referring to the Project.

24.0 INSURANCE

The Subgrantee will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

25.0 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 and applications of this Agreement 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.

26.0 HEADINGS

The section headings in this Agreement are included for convenience only, 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.

27.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this agreement are:

For SUBGRANTEE:

NAME: Gary Milliman
TITLE: City Manager
ADDRESS: 898 Elk Drive
CITY: Brookings, OR 97415
Phone: (541) 469-1101
Fax: (541) 469-3650

For OEM:

Sean McCormick
Section Director, Mitigation & Recovery Section
Oregon Emergency Management
P.O. Box 14370
Salem, OR 97309-5062
Phone: (503)378-2911, ext 22227
Fax: (503) 373-7833

Notices under this agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

28.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the Parties with respect to the subject matter hereof. Any additional terms or conditions imposed by FEMA or Grantee will be incorporated into an amendment to this Agreement. Commitments, warranties, representations, and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided

herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, Grantee and Subgrantee have executed this Agreement as of the date and year written below.

Governor's Authorized Representative
Oregon Emergency Management

Authorized Agent Signature-Subgrantee
Printed Name: _____
Title: _____

DATE: _____

DATE: _____

Oregon Emergency Management
P.O Box 14370
Salem, OR 97309-5062

Subgrantee - PLEASE PRINT THE
FOLLOWING TO EXPEDITE
PROCESSING:

CFDA: 97.039

DUNS No:
Federal Tax ID No. (TIN):
FIPS: 015-08650
Organization:

Approved for Legal Sufficiency
Keith Kutler
Assistant Attorney General

Address:
Phone:

R:\disaster\dr1964\mitigation404\hmgp_applicants\newport.0005\Contracts & Finances\HMGP1964.0005_newport_hmgp grantee-subgrantee contract per-genb6280_rev-to_dr1964_v2.doc

City of Brookings

CITY COUNCIL MEETING Minutes

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, September 9, 2013, 7:00pm

The City Council met in Executive Session at 6:30 PM in the City Manager's office 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."

Call to Order

Mayor Hedenskog called the meeting to order at 7:04 PM.

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Bill Hamilton, Brent Hodges and Jake Pieper; a quorum present. Councilor Kelly McClain was absent.

Staff Present: City Manager Gary Milliman, Public Works & Development Director Loree Pryce, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: Pilot Reporter Jane Stebbins and approximately 13 others.

Ceremonies/Appointments/Announcements

Proclamation – National Emblem Club Week.

Mayor Hedenskog proclaimed the week of September 8th through September 14th as National Emblem Club Week.

Staff Reports

Letter request from Buena Vista Loop and Memory Lane residents.

City Manager Milliman gave the staff report.

Councilor Hodges asked when the Storm Drain Master Plan would be completed and Milliman said he thought it would be at the end of October.

Director Loree Pryce then said it could be later due to other higher priority projects.

Mayor Hedenskog asked if the City was undertaking a TV inspection of storm drains and Director Pryce said the inspection had been completed and both public and private lines had been TV'd.

Public Comment: Tony Mefford, 420 Buena Vista Loop, said she would like Council to look at the damage and how everything feeds to the Loop. She said there was also damage to this area in 1999 and related her experience the night of the storm when she requested sandbags which she said she did not receive until the next morning. She said she believed the City was partially to blame and it was the City's responsibility to keep drains cleared.

Mayor Hedenskog said he was out on the night of the storm and was very familiar with the drainage system and Mefford said Council needed to walk it.

Councilors Hodges and Pieper said they would meet her at the site.

Councilor Pieper said the big question was who was at fault. He said there is a process and he's seen nothing to say that process isn't working.

Mayor Hedenskog said the City was already addressing three issues raised in the letter and he had no comment on the overland drainage issue; that was up to City Engineering and City staff.

Councilor Pieper said he would like to hear back on the matter in a specific time frame.

Milliman said staff needed to be able to confer with the City Engineer about the recommendations and the Master Plan was needed to do that.

Councilor Hodges moved, a second followed and Council voted unanimously to refer the letter dated September 3, 2013, from residents of Buena Vista Loop, to the City Manager for analysis and the development of recommendations, and to report back to the City Council at the same time as the draft Storm Drain Master Plan is presented to the City Council.

Pre-authorization for construction of Memory Lane Catch Basin Improvements.

Director Pryce provided the staff report.

Councilor Hodges asked if the project had been budgeted and Pryce said it had been identified but not approved.

Mayor Hedenskog said the 48" line should be sufficient for a "many year" flood and Pryce said it would handle a 100 year flood.

Various items that had clogged ditches during the November storm were mentioned and Milliman said, while debris had been a problem, in large part, the flooding that occurred was the result of the overwhelming amount of water.

Councilor Pieper moved, a second followed and Council voted unanimously to preauthorize the City Manager to informally bid and award a construction contract to the lowest responsible bidder for storm drain and sewer main improvements at Memory Lane in an amount not to exceed \$98,000, which includes a 10 percent contingency.

Bid award for construction of Eastwood Lane Water Main Replacement Project.

Director Pryce presented the staff report.

Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to award a bid, in the amount of \$29,870 for the Eastwood Lane water main replacement, to Freeman Rock Inc., as the lowest responsible bidder.

Emergency authorization of additional engineering fees for Oil Can Henry storm drain design and construction bid.

Director Pryce gave the staff report pointing out that a \$20,000 drain was also needed for the project. She also said this would not address anything upstream of McDonalds.

Councilor Hodges asked if drainage under McDonalds ran parallel with Oil Can Henry's drainage and Pryce said McDonalds is a private drain that feeds into Oil Can Henry's. Hodges then asked if the City owned the Oil Can Henry storm line and Pryce said it did and there was no point in upsizing the line upstream if the downstream line is smaller

and the line would have to be upsized up and down Fifth Street which would be expensive.

Mayor Hedenskog said there was no flooding on that pipe and Pryce agreed and added that this was a short term/long term plan.

Councilor Hodges asked about the expense of the grate and Pryce said it was expensive because it had to be an engineered grating system.

Councilor Pieper moved, a second followed and Council voted unanimously to approve the City Manager's decision to execute an emergency professional services contract additional increase of \$24,000 with the Dyer Partnership for costs not to exceed \$37,420 for engineering design and construction services of Oil Can Henry storm drain replacement and to authorize the City Manager to informally bid and award a construction contract to the lowest responsible bidder in an amount not to exceed \$50,000.

Pre-authorization construction of Airport reservoir access road.

Director Pryce provided the staff report.

Councilor Hodges asked what an "informal" bid was and Pryce said state law provided that bids under a certain dollar amount could be obtained by asking for bids, as opposed to going through the advertising process in order to speed up the process.

Mayor Hedenskog moved, a second followed and Council voted unanimously to preauthorize the City Manager to [informally bid and award a construction contract to the lowest responsible bidder to] construct airport reservoir access road not to exceed \$50,000.

Public Art Committee (PAC) 2013-14 Strategic Plan.

Director Pryce presented the staff report.

Councilor Pieper said he appreciates volunteer commitments, and didn't have any particular problems with the projects, however, many of the items on the list were way outside PAC's duties and he wished the City would follow its own rules.

Councilor Hodges said he didn't think it fell outside, as art is a pretty broad area.

Mayor Hedenskog said Council may want to look at the code regarding this committee and Pieper said that's fine, but the scope, purpose, and other aspects of the committee are part of the Code.

Mayor Hedenskog said they were officially authorized to look at murals and Pieper said, yes, to look at permit applications for murals and curate art at City Hall.

Councilor Hodges said he thought it was great to see the committee looking at a broad spectrum of projects.

Councilor Pieper asked about the project to replace some of the aerial photos in Chambers and Pryce said they had a number of recently taken aerial photos and before they were printed the Committee would bring them back to Council.

Councilor Hodges moved, a second followed and Council voted unanimously to authorize the Public Art Committee use of \$2,500 capital improvement funds for [its] 2013-14 Strategic Plan projects.

Consent Calendar

1. Approve Council minutes for August 26, 2013.
2. Accept August 2013 Vouchers in the amount of \$710,418.68.

Councilor Hodges moved, a second followed and Council voted unanimously to approve the Consent Calendar as written.

Remarks from Mayor and Councilors

Mayor Hedenskog commented that the Border Coast Regional Airport Authority Board is currently involved in legislative and planning matters and the Council had yet to receive a report back from the appointed representative. He said he would like to have the representative report to the Council quarterly.

Mayor Hedenskog also commented that he and Councilor Pieper had met, via conference call, with representatives from the offices of Senator Wyden and Congressman DeFazio regarding HR 1526, the issues of which (involving the harvesting of timber), he said, are confusing and involved. He said it was questionable if the bill would pass as written and it could take two to three years before the County sees anything.

Councilor Hamilton commented that he'd heard positive comments about the bears and hoped they are back next year. He said he'd also received positive comments on the sandwich board moratorium and thought Council might want to extend it. He said the signs he had seen were not blocking any access and one business, he said, reported a 15% increase.

Mayor Hedenskog said he thought Council would be looking at that again and City Manager Milliman said Planning would be reporting back with any issues.

Mayor Hedenskog also pointed out that the Bruin Bear is being built.

Adjournment

Mayor Hedenskog moved, a second followed and Council voted unanimously to adjourn by voice vote at 8:27 PM.

Respectfully submitted:

ATTESTED:
this _____ day of _____ 2013:

Ron Hedenskog, Mayor

Joyce Heffington, City Recorder

**CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013**

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,559,259.00	46,702.77	89,438.97	2,469,820.03	3.5
LICENSES AND PERMITS	97,500.00	2,863.15	9,444.22	88,055.78	9.7
INTERGOVERNMENTAL	237,600.00	788.80	187,978.02	49,621.98	79.1
CHARGES FOR SERVICES	133,000.00	29,834.49	268,557.70	(135,557.70)	201.9
OTHER REVENUE	130,500.00	6,295.58	12,058.21	118,441.79	9.2
TRANSFERS IN	240,452.00	.00	.00	240,452.00	.0
	3,398,311.00	86,484.79	567,477.12	2,830,833.88	16.7
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	15,156.00	1,370.14	2,907.62	12,248.38	19.2
MATERIAL AND SERVICES	7,770.00	628.03	928.03	6,841.97	11.9
CAPITAL OUTLAY	500.00	.00	.00	500.00	.0
	23,426.00	1,998.17	3,835.65	19,590.35	16.4
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	162,891.00	12,847.00	25,894.93	137,196.07	15.8
MATERIAL AND SERVICES	112,900.00	8,321.37	10,103.58	102,796.42	9.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	275,791.00	21,168.37	35,798.51	239,992.49	13.0
POLICE:					
PERSONAL SERVICES	1,919,165.00	145,250.25	296,493.81	1,622,671.19	15.5
MATERIAL AND SERVICES	153,740.00	19,341.11	20,603.44	133,136.56	13.4
CAPITAL OUTLAY	57,400.00	192,765.65	193,263.65	(135,863.65)	336.7
TRANSFERS OUT	.00	.00	.00	.00	.0
	2,130,305.00	357,357.01	510,360.90	1,619,944.10	24.0
FIRE:					
PERSONAL SERVICES	158,330.00	12,280.97	24,565.91	133,764.09	15.5
MATERIAL AND SERVICES	109,000.00	9,935.70	13,043.46	95,956.54	12.0
CAPITAL OUTLAY	42,080.00	31,974.77	32,057.77	10,022.23	76.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	309,410.00	54,191.44	69,667.14	239,742.86	22.5
PLANNING AND BUILDING:					
PERSONAL SERVICES	182,871.00	14,467.05	28,994.68	153,876.32	15.9
MATERIAL AND SERVICES	45,600.00	3,676.13	3,602.29	41,797.71	8.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	228,471.00	18,143.18	32,796.97	195,674.03	14.4

**CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013**

GENERAL FUND

	<u>BUDGET</u>	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>REMAINING BUDGET</u>	<u>PCNT</u>
PARKS & RECREATION:					
PERSONAL SERVICES	122,864.00	13,591.87	27,189.02	95,674.98	22.1
MATERIAL AND SERVICES	35,400.00	5,984.33	6,377.43	29,022.57	18.0
CAPITAL OUTLAY	10,000.00	93.62	93.62	9,906.38	.9
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>168,264.00</u>	<u>19,669.82</u>	<u>33,660.07</u>	<u>134,603.93</u>	<u>20.0</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	164,330.00	13,511.03	27,497.61	136,832.39	16.7
MATERIAL AND SERVICES	31,900.00	2,703.05	4,022.72	27,877.28	12.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>196,230.00</u>	<u>16,214.08</u>	<u>31,520.33</u>	<u>164,709.67</u>	<u>16.1</u>
SWIMMING POOL:					
PERSONAL SERVICES	55,205.00	15,618.87	34,443.59	20,761.41	62.4
MATERIAL AND SERVICES	38,800.00	11,773.00	12,726.25	26,073.75	32.8
CAPITAL OUTLAY	10,000.00	1,375.00	3,312.81	6,687.19	33.1
	<u>104,005.00</u>	<u>28,766.87</u>	<u>50,482.65</u>	<u>53,522.35</u>	<u>48.5</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	132,500.00	4,841.35	7,730.62	124,769.38	5.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	52,000.00	.00	.00	52,000.00	.0
CONTINGENCIES AND RESERVES	639,709.00	.00	.00	639,709.00	.0
	<u>824,209.00</u>	<u>4,841.35</u>	<u>7,730.62</u>	<u>816,478.38</u>	<u>.9</u>
	<u>4,260,111.00</u>	<u>522,350.29</u>	<u>775,852.84</u>	<u>3,484,258.16</u>	<u>18.2</u>
	<u>(861,800.00)</u>	<u>(435,865.50)</u>	<u>(208,375.72)</u>	<u>(653,424.28)</u>	<u>(24.2)</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	440,000.00	26,939.74	57,523.68	382,476.32	13.1
OTHER REVENUE	12,450.00	1,881.20	2,041.20	10,408.80	16.4
TRANSFER IN	.00	.00	.00	.00	.0
	<u>452,450.00</u>	<u>28,820.94</u>	<u>59,564.88</u>	<u>392,885.12</u>	<u>13.2</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	188,708.00	12,384.52	24,766.45	143,939.55	14.7
MATERIAL AND SERVICES	194,100.00	14,844.18	15,926.82	178,173.18	8.2
CAPITAL OUTLAY	141,300.00	851.93	851.93	140,448.07	.6
TRANSFERS OUT	27,015.00	.00	.00	27,015.00	.0
CONTINGENCIES AND RESERVES	105,329.00	.00	.00	105,329.00	.0
	<u>636,450.00</u>	<u>27,880.63</u>	<u>41,545.20</u>	<u>594,904.80</u>	<u>6.5</u>
	<u>636,450.00</u>	<u>27,880.63</u>	<u>41,545.20</u>	<u>594,904.80</u>	<u>6.5</u>
	<u>(184,000.00)</u>	<u>940.31</u>	<u>18,019.68</u>	<u>(202,019.68)</u>	<u>9.8</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,413,500.00	157,384.84	294,429.49	1,119,070.51	20.8
OTHER INCOME	9,000.00	2,859.44	1,346,110.82	(1,337,110.82)	14956.
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,422,500.00</u>	<u>160,244.28</u>	<u>1,640,540.31</u>	<u>(218,040.31)</u>	<u>115.3</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	370,334.00	31,523.13	61,627.40	308,706.60	16.6
MATERIAL AND SERVICES	176,350.00	34,070.88	35,631.13	140,718.87	20.2
CAPITAL OUTLAY	59,900.00	26,382.91	26,382.91	33,517.09	44.0
	<u>606,584.00</u>	<u>91,976.92</u>	<u>123,641.44</u>	<u>482,942.56</u>	<u>20.4</u>
WATER TREATMENT:					
PERSONAL SERVICES	255,128.00	18,846.74	37,473.48	217,654.52	14.7
MATERIAL AND SERVICES	173,100.00	11,412.13	11,642.35	161,457.65	6.7
CAPITAL OUTLAY	24,900.00	.00	.00	24,900.00	.0
TRANSFERS OUT	384,498.00	.00	.00	384,498.00	.0
CONTINGENCIES AND RESERVES	133,290.00	.00	.00	133,290.00	.0
	<u>970,916.00</u>	<u>30,258.87</u>	<u>49,115.83</u>	<u>921,800.17</u>	<u>5.1</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>1,577,500.00</u>	<u>122,235.79</u>	<u>172,757.27</u>	<u>1,404,742.73</u>	<u>11.0</u>
	<u>(155,000.00)</u>	<u>38,008.49</u>	<u>1,467,783.04</u>	<u>(1,622,783.04)</u>	<u>947.0</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
CHARGES FOR SERVICES	2,831,000.00	259,025.37	507,242.80	2,323,757.20	17.9
OTHER REVENUE	1,000.00	.00	.00	1,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	<u>2,832,000.00</u>	<u>259,025.37</u>	<u>507,242.80</u>	<u>2,324,757.20</u>	<u>17.9</u>
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	475,680.00	36,317.55	72,327.81	403,352.19	15.2
MATERIAL AND SERVICES	257,150.00	41,342.11	56,433.59	200,716.41	22.0
CAPITAL OUTLAY	36,900.00	.00	.00	36,900.00	.0
	<u>769,730.00</u>	<u>77,659.66</u>	<u>128,761.40</u>	<u>640,988.60</u>	<u>16.7</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	446,888.00	34,113.89	68,483.66	378,404.34	15.3
MATERIAL AND SERVICES	509,000.00	38,543.61	44,744.36	464,255.64	8.8
CAPITAL OUTLAY	636,900.00	14,532.86	14,532.86	622,367.14	2.3
TRANSFERS OUT	1,094,801.00	.00	.00	1,094,801.00	.0
CONTINGENCIES AND RESERVES	218,681.00	.00	.00	218,681.00	.0
	<u>2,906,270.00</u>	<u>85,190.36</u>	<u>127,760.88</u>	<u>2,778,509.12</u>	<u>4.4</u>
	<u>3,676,000.00</u>	<u>162,850.02</u>	<u>256,522.28</u>	<u>3,419,477.72</u>	<u>7.0</u>
	<u>(844,000.00)</u>	<u>96,175.35</u>	<u>250,720.52</u>	<u>(1,094,720.52)</u>	<u>29.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2013

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	545,678.00	.00	3,625.80	542,052.20	.7
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	1,000,500.00	.00	.00	1,000,500.00	.0
	<u>1,546,178.00</u>	<u>.00</u>	<u>3,625.80</u>	<u>1,542,552.20</u>	<u>.2</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	70,000.00	.00	.00	70,000.00	.0
CAPITAL OUTLAY	1,677,257.00	.00	.00	1,677,257.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	448,921.00	.00	.00	448,921.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>2,196,178.00</u>	<u>.00</u>	<u>.00</u>	<u>2,196,178.00</u>	<u>.0</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>2,196,178.00</u>	<u>.00</u>	<u>.00</u>	<u>2,196,178.00</u>	<u>.0</u>
	<u>(650,000.00)</u>	<u>.00</u>	<u>3,625.80</u>	<u>(653,625.80)</u>	<u>.6</u>