

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, September 14, 2015, 7:00pm**

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

Council will meet in **Executive Session at 6:00 PM**, in the City Manager's office, under authority of ORS 192.660(2)(f), "to consider information or records that are exempt by law," and under 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."

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

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

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

#### **D. Ceremonies/Appointments/Announcements**

1. Yard of the Month Award Announcements:
  - Best Residential – Owner: Fernando Lira, 921 7<sup>th</sup> Street

#### **E. Public Hearings**

1. Continuation of the legislative public hearing in the matter of file LDC-2-15, approval to add provisions for amateur communication facilities in the Brookings Land Development Code. [Planning, Advance Packet]

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

#### **G. Staff Reports**

1. Report on Hospital Feasibility. [City Manager, pg. 3]
  - a. Mayor's Letter [pg. 6]
2. Authorization to execute a Lease Agreement for unused property located at 632 Chetco Avenue. [Parks, pg. 7]
  - a. Agreement [pg. 8]
3. Authorization to execute a contract for municipal pool resurfacing. [Parks, pg. 11]
  - a. Photos [pg. 12]
4. Discussion and direction regarding System Development Charge (SDC) exemptions for existing buildings. [PWDS, pg. 14]
  - a. Current SDC calculations [pg. 15]
  - b. SDC calculations based on past practice [pg. 16]
  - c. Current Brookings Municipal Code language [pg. 17]
5. Authorization to execute National Disaster Resilience Competition Partnership Agreement with Oregon Business Development Department. [City Manager, pg. 18]
  - a. Agreement [pg. 19]
  - b. Redundant Water Supply Plan dated August 2015 [pg. 24]

6. Authorization to execute an agreement to allocate \$1,000 in transient occupancy tax revenue for the Southern Oregon Coast Home School Conference. [City Manager, pg. 64]
  - a. Proposal [pg. 65]
7. Authorization to allocate \$862 in transient occupancy tax revenues to purchase advertising in American Road Magazine. [City Manager, pg. 68]
  - a. Proposal [pg. 69]
8. Authorization to execute Cable Television Franchise Agreement between the City and Falcon Telecable dba Charter Communications. [City Manager, pg. 71]
  - a. Agreement [pg. 73]

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

1. Approve Council minutes for August 24, 2015. [pg. 97]
2. Accept August 2015 Vouchers in the amount of \$437,882.93. [pg. 103]

#### **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](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.

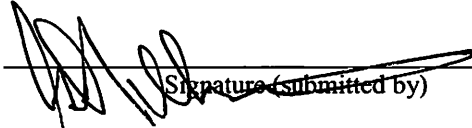
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least fourteen days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 14, 2015

Originating Dept: City Manager

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

---

---

Subject: Hospital Feasibility

Recommended Motion:  
Information only.

Background/Discussion:

In response to recent newspaper reports that the Brookings Harbor Port District and other interested citizens are investigating the possibility of attracting a new hospital to the Brookings Harbor area, Mayor Hedenskog sent a letter (copy attached) to the principal management of Providence Medical Group and Asante Rogue Regional Medical Center inviting them to appear at the September 14, 2015, City Council meeting to discuss the prospect of locating an Asante or Providence affiliated hospital in the Brookings Harbor area.

As the City Council may know, the City has been pursuing improved medical care to the Brookings Harbor community for a number of years. The City included the development of a new medical facility in the community as one of its goals in adopting the Urban Renewal Plan in 2002.

The City, in partnership with Curry County, Curry General Hospital and Asante retained a consulting group specializing in medical services, Kurt Salmon Associates, to conduct a Critical Access Hospital Feasibility Study in 2004. The executive summary of that study is attached. The findings of that 11-year-old study were:

- An independent, 15-bed, 40,000 square foot Critical Access Hospital (CAH) in Brookings is **financially challenging**, but feasible **assuming**:
  - \$13.0 million in capital costs. (in 2004 dollars)
  - \$ 8.0 million in working capital for operations. (i.e. a reserve fund on opening day)
  - Recruitment of independent medical staff (not employed by the hospital).
  - Hospital opens in 2008 and has a positive net income in five years.
  - **Local tax support will likely be required.**
- The financial feasibility of developing a CAH in Brookings improves **if development is in collaboration with Curry General Hospital** and is developed in a phased approach.

**Also very important is that the Study assumed a three per cent annual population growth rate between 2010 and 2035...which is not happening.** The Study is recommended reading for anyone interested in this topic and is available at the Chetco Library; the full study including five Steering Committee reports is about 100 pages in length and is not attached to this CAR.

Curry Health District (CHD) developed an expanded clinic in Brookings with an Urgent Care unit in the Brookings Harbor community in February 2011. While the Brookings Harbor area is not within the boundaries of the CHD, the CHD invested over \$16.9 million in constructing and purchasing necessary equipment to run the expanded clinic.

At the time the new clinic was constructed, then CHD Administrator Bill McMillan publicly stated a number of times that the facility was being designed to facilitate conversion for use as a satellite hospital. Efforts were initiated by CHD to secure state permits and licenses for an Emergency Room at the facility. This effort carried over into the CHD administration of Andrew Bair and remained elusive as the Centers for Medicare and Medicaid Services (CMS) (CMS is the agency within the federal government that administers Medicare) opposed the development of a new Critical Access Hospital in Brookings and the Oregon Health Authority (OHA) cited State regulations which, in their interpretation, prohibited stand-alone Emergency Rooms. There continued to be a significant amount of confusion regarding applicable regulations and which agencies had regulatory control over the issue.

In July 2014 the City hosted a meeting at City Hall that included representatives of CHD, OHA, CMS and Curry County. The outcome of that meeting was:

1. If a new hospital were to be constructed in Brookings, CMS would not recognize its designation as a Critical Access Hospital and the hospital would not be eligible for cost-based Medicare reimbursement. This is because Brookings is in close proximity to two existing Critical Access hospitals (Curry General and Sutter Coast) and, in the opinion of CMS and most other observers, **adding a hospital in Brookings would ultimately result in the financial failure of all three hospitals.** CMS had no issues with a stand-alone Emergency Room affiliated with a hospital in Brookings as similar facilities exist in other states
2. OHA continued to stand by its earlier interpretation of the Oregon Administrative Rules (OAR) as prohibiting...or at least not providing authority to approve...a stand alone Emergency Room.
3. There will be no Critical Access Hospital in Brookings Harbor.

Everyone left that meeting with a clear understanding that the shortest distance to achieving the immediate need of securing an Emergency Room in Brookings was to seek change to the Oregon regulations by amending the Oregon Administrative Rules or through special legislation. Thereafter there followed several months of correspondence between the City and state officials which had no favorable result. In August 2014 the City retained the services of John DiLorenzo, an attorney with the Portland-based law firm Davis Wright Tremaine (DWT), to assist in pursuing the goal...the goal being to secure State approval for the development of an Emergency Room at the CHD clinic in Brookings. DWT represents clients in legislative affairs.

DWT worked with City and CHD leadership to develop a strategy to pursue the goal. Initially, it was a two-pronged approach: 1) secure administrative approval either through an interpretation of current OAR working through the Governor's Office and OHA and/or 2) enacting legislation working through Senator Kruse...who was vice-chair of the Health Services Committee, and Representative Krieger. The legislative approach would have also required the support of the Governor and would have resulted in a new OAR, and was considered the least preferred option due to timing. Senator Kruse authorized Legislative Counsel to work with us in developing a legislative proposal, but this alternative was ultimately not pursued. Along the way we also



found that other statewide health stakeholders had concerns about pursuing statewide legislation to deal with what is, essentially, a local issue that could be dealt with administratively.

We found in the Governor's Office a very receptive Senior Policy Advisor on Health Care...Sean Kolmer...who understood the issue and became our advocate within State government. Through months of intense effort by DWT, Kolmer, City and CHD leaders...which included weekly conference calls, trips to Portland and Salem, meetings with other stakeholders such as the Oregon Hospital Association, and extensive data gathering...we were able to secure a revised OAR establishing the criteria for a stand-alone Emergency Room. **The Emergency Room must be affiliated with a hospital located within the same County.**

A temporary OAR was approved March 24, 2015 and the CHD immediately began the process for securing the necessary permits for the ER, and contracted for some \$600,000 in physical improvements to the clinic in Brookings. A final OAR was approved and became effective August 13, 2015. **Note that the OAR is not the permit/license** for the ER, but specifies the procedure and requirements to obtaining a permit/license. The licensing procedure still requires substantial work, and there are additional licenses required...such as a license for a pharmacy.

CHD is now proceeding with the construction of a new hospital in Gold Beach, which was approved by the voters within the CHD. CHD has also announced plans for an expanded facility in Brookings to include a larger ER, more provider offices, dialysis and infusion therapy, stationary MRI, several short-stay beds and, possibly, a mental health bed. This would be a substantial increase in the availability of medical services to the Brookings Harbor community. The CHD is seeking annexation of the Brookings Harbor area into the CHD as a part of their plan for financing the construction and operation of this expanded facility. The proposed Brookings clinic expansion will bring services to Curry and Del Norte County that are currently not available on the coast...dialysis, infusion therapy and other services. But for not having extended overnight in-patient services in Brookings, the expanded clinic will look and function as a hospital.

Essentially, establishing a new hospital in Brookings Harbor has already been fully vetted.

While, as of this writing, the City has not received a formal response to the Mayor's letter of August 26, 2015, from Asante or Providence, CHD Chief Executive Officer Virginia Razo reports having received the following email response from Providence Chief Executive Officer Cindy Mayo:

*"Providence has no activity or plans to build a hospital in any region where you are currently serving. We look forward to working collaboratively, and being supportive of you in your market."*

Razo has been in contact with the Chief Executive Officer of both Asante and Providence and believes that a written response to the Mayor's letter is forthcoming.

Attachment(s):

- a. Mayor's Letter.



# City of Brookings

898 Elk Drive, Brookings, OR 97415  
(541) 469-1104 Fax (541) 469-3650 TTY (800) 735-1232  
[rhedenskog@brookings.or.us](mailto:rhedenskog@brookings.or.us); [www.brookings.or.us](http://www.brookings.or.us)

## Mayor Ron Hedenskog

Scott Kelly  
Chief Executive Officer  
Asante Rogue Regional Medical Center  
2825 East Barnett Road  
Medford, OR 97504

August 26, 2015

Cindy Mayo  
Chief Executive  
Southern Oregon Service Area  
Providence Medical Group  
1111 Crater Lake Avenue  
Medford, OR 97504

Dear Mr. Kelly and Ms. Mayo,


The purpose of this letter is to invite your attendance at the Brookings City Council meeting scheduled for Monday, September 14, 2015, at which time the City Council will be discussing medical care resources for our community.

As you may know, the community will soon be voting on a proposal to annex the Brookings Harbor area into the Curry Health District, which would facilitate the provision of expanded medical care services to our community. We would appreciate hearing your perspective on the prospect of locating an Asante or Providence affiliated hospital in the Brookings Harbor area.

Thank you for your consideration in this matter. The City Council will meet on the above referenced date at 7:00 p.m. in the City Council Chambers at Brookings City Hall, 898 Elk Drive. This discussion will be the first item on the agenda.

Please contact City Manager Gary Milliman (541) 469-1101 or [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us) should you wish to discuss this matter.

Sincerely,


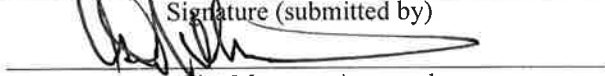
  
Ron Hedenskog  
Mayor

Cc: City Council; City Manager

**CITY OF BROOKINGS**  
**COUNCIL AGENDA REPORT**

Meeting Date: 9/14/15

Originating Dept: Parks

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

---

---

Subject: Lease Unused Property

Motion: Authorize City Manager to execute a lease agreement with David and Robert Lovell for personal use of the public open space enclosed by a fence along the north east edge of the public parking lot located at 632 Chetco Avenue.

Background/Discussion: David and Robert Lovell, owners of the building located at 630 Fleet Street, authorized a tenant to construct a fence that encroached onto public open space described as a landscape strip located along the north east edge of the public parking lot and adjacent to the Lovell property. The subject area is small and has not been maintained by the City for public use for many years. Staff issued a notice of abatement requiring the fence be moved to the property line. The owners are requesting the City authorize a lease with them for the area of public open space enclosed by the fence .

Attachments:

a. Agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT is entered, by and between City of Brookings who's address is 898 Elk Drive, Brookings Oregon 97415, hereinafter referred to as "City" and David and Robert Lovell who's address is P.O. Box 568 Brookings OR 97415, and hereinafter referred to as "Lessee".

### WITNESSETH

WHEREAS, the City is the owner of property located in the City of Brookings, more particularly described as: area of public open space enclosed an existing fence along the north east edge of a public parking lot at 632 Chetco Avenue. See Exhibit A

WHEREAS, The Lessee is desirous of maintaining this area of public open space

NOW, THEREFORE, in consideration of the foregoing, the City and the Lessee agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The Lessee releases, indemnifies, and agrees to defend, protect, and hold harmless the City from any and all claims, suits, actions, damages, liabilities and expenses, including costs and attorney's fees, arising out of or in any way related to use of the above described property.
3. The City warrants that they hold all right, title, and interest in the Property, and that no third-party joinder or consent is necessary to effectuate this Agreement as it relates to the property.
4. Lessee shall maintain the area and appurtenances on the above described subject property. Lessee shall bear the full cost of maintenance. Upon termination of this agreement, Lessee shall remove all appurtenances at the request of the City.
5. Lessee shall present to City for approval any and all changes or additions of any appurtenances to the subject property.
6. Lessee shall pay an annual lease payment to City in the amount of \$1.00 at the signing of this agreement and on or before July 1st thereafter.

7. Lessee shall provide insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage.
8. Lessee shall furnish insurance certificates acceptable to City prior to commencing this lease agreement. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Lessee shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.
9. This agreement may be terminated by either party with 10 days notice.

IN WITNESS WHEREOF, the undersigned has made and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BROOKINGS

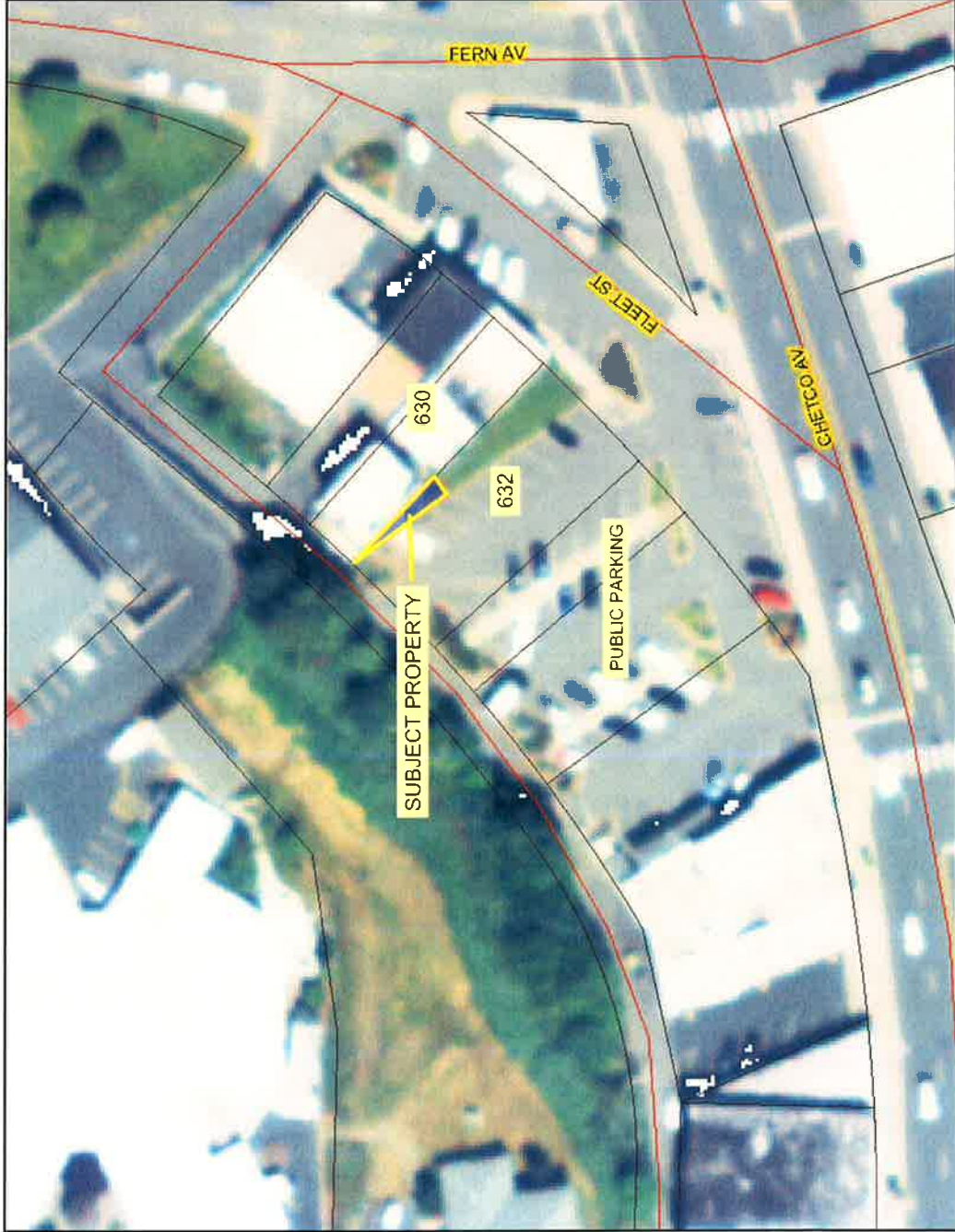
LESSEE

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

# EXHIBIT A



0 85 170 255 ft.

Map center: 42° 3' 10.4" N, 124° 16' 55.1" W

Scale: 1:881



## Legend

- RIVERS
- ROADS
- PARCELS
- URBAN GROWTH BOUNDARY
- OCEAN




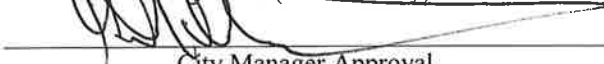
This map is a public resource of general information. Use this information at your own risk. Curry County makes no warranty of any kind, expressed or implied, including any warranty of merchantability, fitness for any particular purpose or any other matter.

**CITY OF BROOKINGS**

**COUNCIL AGENDA REPORT**

Meeting Date: 9/14/15

Originating Dept: Parks

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

---

Subject: Pool Resurfacing Contract

Motion: Authorize City Manager to execute a public improvement contract with Rogue Valley Pools LLC for resurfacing work at the municipal pool with a bid of \$73,769.00.

Background/Discussion: Staff solicited bids for the project from four pool resurfacing contractors in the Portland, Medford, Eugene and Redding areas. One declined, three submitted bids for the project.

The pool was originally constructed in 1972 and since has been resurfaced three times. In 2004 Emerald Pool and Patio, who originally constructed the pool and has resurfaced it ever since it was opened, was awarded the contract in the amount of \$98,000.00.

Seasonal outdoor pools are a challenge to maintain a balanced chemistry due to the amount of rainwater that mixes with the pool in the fall winter and spring seasons. The surface of a plastered pool becomes pitted and porous over the course of ten years from high alkaline and calcium levels.

Financial Impact: \$85,000.00 is budgeted for fiscal year 2015-16 in the Capital Project Reserve Fund line item.

Bids Received:

Rogue Valley Pools = \$73,769  
Emerald Pool & Patio = \$85,000  
Northwest Pools = \$98,400

Attachments:

a. photos










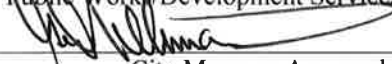
# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 14, 2015

Originating Dept: PW/DS

  
Public Works/Development Services Director

  
City Manager Approval

---

Subject: SDC exemptions for existing buildings

Recommended Motion: None, informational only for Staff direction

Financial Impact: Undetermined

Background/Discussion: At the March 24, 2014 meeting the City Council voted to exempt all existing buildings from Systems Development Charges (SDC) in an effort to make it affordable for small restaurants to occupy existing buildings in the downtown core. A recent proposal for a health food market and a restaurant at 401 Oak Street revealed an unintended consequence of this decision.

The proposed development includes a natural foods/farmers market on the first floor (existing) with a small kitchen addition. The proposal includes construction of a second story to house a restaurant/bar.

The SDC was calculated only for the added square footage. As the new second floor was proposed to house the restaurant, that use type was used in the calculation. This resulted in an SDC of \$74,450.46. (attachment a)

In the past, consideration would have been given to the fact that the building had formerly been a restaurant; credit would have been given for the existing square footage at the restaurant rate to offset the overall SDC assessment. Calculating the SDC in this manner would result in an SDC of \$41,043.25. (attachment b)

Current BMC language does not provide the flexibility to use a credit for a past use to offset the overall SDC. The exemption concept works as intended if no additions are proposed but in this case results in a higher SDC charge. (attachment c)

Does Council wish Staff to develop language for a municipal code revision that would allow either an exemption or a credit, whichever is deemed more favorable to the applicant?

Policy Considerations: The intent of the exemption was to stimulate economic growth in the downtown core. A revision that would allow either an exemption or a credit would be a greater benefit to the applicant.

Attachment(s):

SDC calculation based on current language  
SDC calculation based on past practice  
Current BMC exemption language

CITY OF BROOKINGS  
 SYSTEM DEVELOPMENT CHARGE  
 CALCULATION SHEET - July 2015

401 Oak Street based on a kitchen addition of 750 sq ft and a second story to be used as a bar of 1950 sq ft

The addition of a kitchen on first floor does not fall under any specified development type, I have assigned it "Deli" as that is the closest use for comparison for system loading

DEVELOPMENT TYPE

RESTAURANTS

BARS, TAVERNS AND COCKTAIL LOUNGES PER 1000 SQ. FT.  
 DELI, SANDWICH SHOP PER 1000 SQ. FT.

WATER		WASTEWATER			STORM DRAINAGE		TRANSPORTATION			PARKS	TOTAL	2%	TOTAL
# of EDU's	Cost from Table W1	1,000 S.F. or Units	EDU Basis	Cost = EDU x \$10,172	EDU from Table D1	Cost EDU x \$991	1,000 S.F. or Units	EDU Basis	Cost = EDU x \$1,460	\$1,632 Dwelling	SDC COST	Admin Fee	TOTAL COST
0	\$0	1.95	1.85	\$36,669	0	\$0	1.95	6.00	\$17,082		\$53,751	\$1,075.01	\$54,825.68
0	\$0	0.75	1.68	\$12,816	0	\$0	0.75	4.40	\$4,818		\$17,634	\$352.68	\$17,986.78

assume that existing meter is 3/4 and will need to be upsized to a minimum 1"

Total \$ 1,638.00  
 \$74,450.46

\* Includes only domestic wastewater. Process wastewater load must be determined for each new manufacturing or process facility. Additional one(1) wastewater EDU per 146 gallons/day flow

Date of calculation:  
 Appeals must be filed within 15 days of receipt per BMC 13.25.150

Meter	EDU	SDC Cost
3/4"	1	\$2,340
1"	1.7	\$3,978
1 1/2"	3.3	\$7,721
2"	5.3	\$12,401
3"	10	\$23,398
4"	16.7	\$39,074
>4" determined by analysis		

Surface	Sq. Ft.	Net Eq. Imper. Area	
Impervious	1	1	1
Gravel	1	0.6	0.6
Compacted Earth	1	0.4	0.4
Total			2

Divide Total Net Eq. Impervious area by 2,500 sf./EDU

Drainage EDU	0.0008
--------------	--------

\*\* Single family dwelling = 1.0 EDU : Duplex = 1.5 EDU

CITY OF BROOKINGS  
 SYSTEM DEVELOPMENT CHARGE  
 CALCULATION SHEET - May 2014

401 Oak Street based on a kitchen addition of 750 square feet and a second story to be used as a bar of 1950 square feet

Update made for June 1, 2013 - mjd Dyer Partnership

DEVELOPMENT TYPE	WATER		WASTEWATER			STORM DRAINAGE		TRANSPORTATION			PARKS	TOTAL	2%	TOTAL
	# of EDU's	Cost from Table W1	1,000 S.F. or Units	EDU Basis	Cost = EDU x \$10.172	EDU from Table D1	Cost EDU x \$991	1,000 S.F. or Units	EDU Basis	Cost = EDU x \$1,460	\$1,632 Dwelling	SDC COST	Admin Fee	TOTAL COST
GROCERY STORE PER 1000 SQ. FT.	0	\$0	1.95	0.14	\$2,778	0	\$0	1.95	6.40	\$18,221		\$20,998	\$419.97	\$21,418.47
DELI, SANDWICH SHOP PER 1000 SQ. FT.	0	\$0	0.75	1.68	\$12,816	0	\$0	0.75	4.40	\$4,818		\$17,634	\$352.68	\$17,986.78

assume that existing meter is 3/4 and will need to be upsized to a minimum 1"

\$ 1,638.00  
 \$41,043.25

\* Includes only domestic wastewater. Process wastewater load must be determined for each new manufacturing or process facility. Additional one(1) wastewater EDU per 146 gallons/day flow.

**Date of calculation:**  
**Appeals must be filed within 15 days of receipt per BMC 13.25.150**

TABLE W1 WATER SDC COST		
Meter	EDU	SDC Cost
3/4"	1	\$2,340
1"	1.7	\$3,978
1 1/2"	3.3	\$7,721
2"	5.3	\$12,401
3"	10	\$23,398
4"	16.7	\$39,074
>4" determined by analysis		

TABLE D1 DRAINAGE EDU**			
Surface	Sq. Ft.		Net Eq. Imper. Area
Impervious	1	1	1
Gravel	1	0.6	0.6
Compacted Earth	1	0.4	0.4
Total			2
Divide Total Net Eq. Impervious area by 2,500 sf./EDU			
Drainage EDU			0.0008

\*\* Single family dwelling = 1.0 EDU ; Duplex = 1.5 EDU



have a lien against the described land for the full amount of the unpaid charge, together with interest at the legal rate and for the city's actual cost of serving notice of the hearing on the owners. The lien shall be enforceable in the manner provided in ORS Chapter 223. [Ord. 14-O-730 § 2; Ord. 91-O-477 § 10.]

#### **13.25.110 Installment payment.**

A. When a systems development charge is due and collectible, to the extent provided for by resolution of the city council, the owner of the parcel of land subject to the charge may apply for payment in installments, to include interest, in accordance with the provisions of ORS 223.208.

B. The finance and human resource director shall provide application forms for installment payments, which shall include a waiver of all rights to contest the validity of the lien, except for correction of computational errors.

C. An applicant for installment payments shall have the burden of demonstrating the applicant's authority to grant the imposition of a lien on the parcel and that the interest of the applicant is adequate to secure payment of the lien.

D. The finance and human resource director shall docket the lien in the lien docket. From that time, the city shall have a lien on the property described in the amount of the system development charge, together with interest on the unpaid balance at the highest rate earned by the city on its cash investments at the time of application approval. At the finance and human resource director's discretion, the interest portion of all installment payments may be paid in advance, upon application approval, and recorded as a loan origination fee. [Ord. 14-O-730 § 2; Ord. 06-O-477B; Ord. 91-O-477 § 11.]

#### **13.25.120 Exemptions:**

A. Structures existing and occupied on or before the effective date of the ordinance codified in this chapter are exempt from a systems development charge imposed by this chapter. Conversions of residential use under the cottage industry standards are not included in this exemption.

B. Additions or alterations which do not increase the floor space of a structure, the land area occupied by the structure or do not constitute the imposition of an increased use on the city's water or sewer services are exempt from all portions of the systems development charge. [Ord. 14-O-730 § 2; Ord. 08-O-605 § 2; Ord. 91-O-477 § 12.]

#### **13.25.130 Credits.**

A. A credit shall be given for the cost of a qualified public improvement associated with a residential development. If a qualified public improvement is located partially on and partially off the parcel that is subject to the residential development approval, the credit shall be given only for the cost of the portion of the improvement that provides greater capacity than necessary and is available for other developers or system users for connection and use. The credit provided for by this section shall be only for the improvement fee charged for the type of improvement being constructed and shall not exceed the improvement fee even if the cost of the capital improvement exceeds the applicable improvement fee.

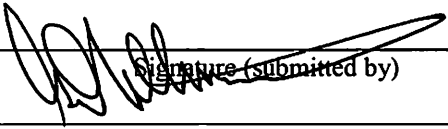
B. Credits shall not be transferable from one type of capital improvement to another. [Ord. 14-O-730 § 2; Ord. 08-O-605 § 3; Ord. 91-O-477 § 13.]

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 14, 2015

Originating Dept: City Manager

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

---

---

Subject: National Disaster Resilience Competition Partnership Agreement

Recommended Motion:

Motion to authorize the City Manager to execute the National Disaster Resilience Competition Partnership Agreement with the Oregon Business Development Department.

Financial Impact:

Potential grant funding of up to \$8.5 million.

Background/Discussion:

The City has been participating in the preparation of a proposal for submission by the State of Oregon under the U.S. Department of Housing and Urban Development National Disaster Resilience Competition. Several projects benefiting the Brookings Harbor area are being incorporated into the overall State application, including the construction of a major expansion of the Curry Health District clinic, improvements to the Coos Curry Electric Cooperative transmission system and a possible low and moderate income housing project.

Among the projects to be included is a project to improve the City's water storage capacity and source reliability. This project is outlined in the document entitled "Redundant Water Supply Plan" prepared by Civil West Engineering and includes the reactivation of the Tide Rock water intake on the Chetco River, expansion of the Ferry Creek Reservoir, transmission lines to/from the reservoir and the water treatment plant, seismic retrofit of the City three main water storage tanks, and an intertie with the Harbor Water District. This project would expand the City's water storage capacity from a current three day supply to a 40-50 day supply, and would provide reciprocal access to emergency water for both the City and Harbor Water District.

At this stage of the application process, a partnership agreement is required in order to demonstrate that each of the participating "project sponsors" is committed to the project if funding is awarded, and setting forth the basic understanding between the city and the Oregon Business Development Department (OBDD) which will be administering the program funds if awarded.

Please note that the format of the two Exhibits referenced in the agreement are subject to change based upon standard formats still in development at OBDD.

Attachment(s):

- a. Partnership Agreement.
- b. Redundant Water Supply Plan dated August 2015.

**PARTNERHSIP AGREEMENT**  
**BETWEEN Oregon Business Development Department (OBDD)**  
**AND**  
**City of Brookings (COB)**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Oregon Business Development Department (herein called the “Applicant”) and the City of Brookings (herein called the “Partner”).

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD’s National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant’s CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee’s application for CDBG-NDR assistance and the Applicant/Grantee’s Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Water system improvements including expansion of Ferry Creek Reservoir to 39 million gallon capacity, connect Reservoir to water collection and distribution systems, reactivate older water

intake on Chetco River, and interconnect City of Brookings and Harbor Water District water distribution systems.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

**See Exhibit A**, “Project Work Schedule,” attached.

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

**See Exhibit B**, “Project Budget,” attached.

**IV. SPECIAL CONDITIONS**

N/A

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant’s failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or



any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**OREGON BUSINESS DEVELOPMENT DEPARTMENT**

\_\_\_\_\_  
By:  
Title:

ATTEST

\_\_\_\_\_  
By:  
Title:

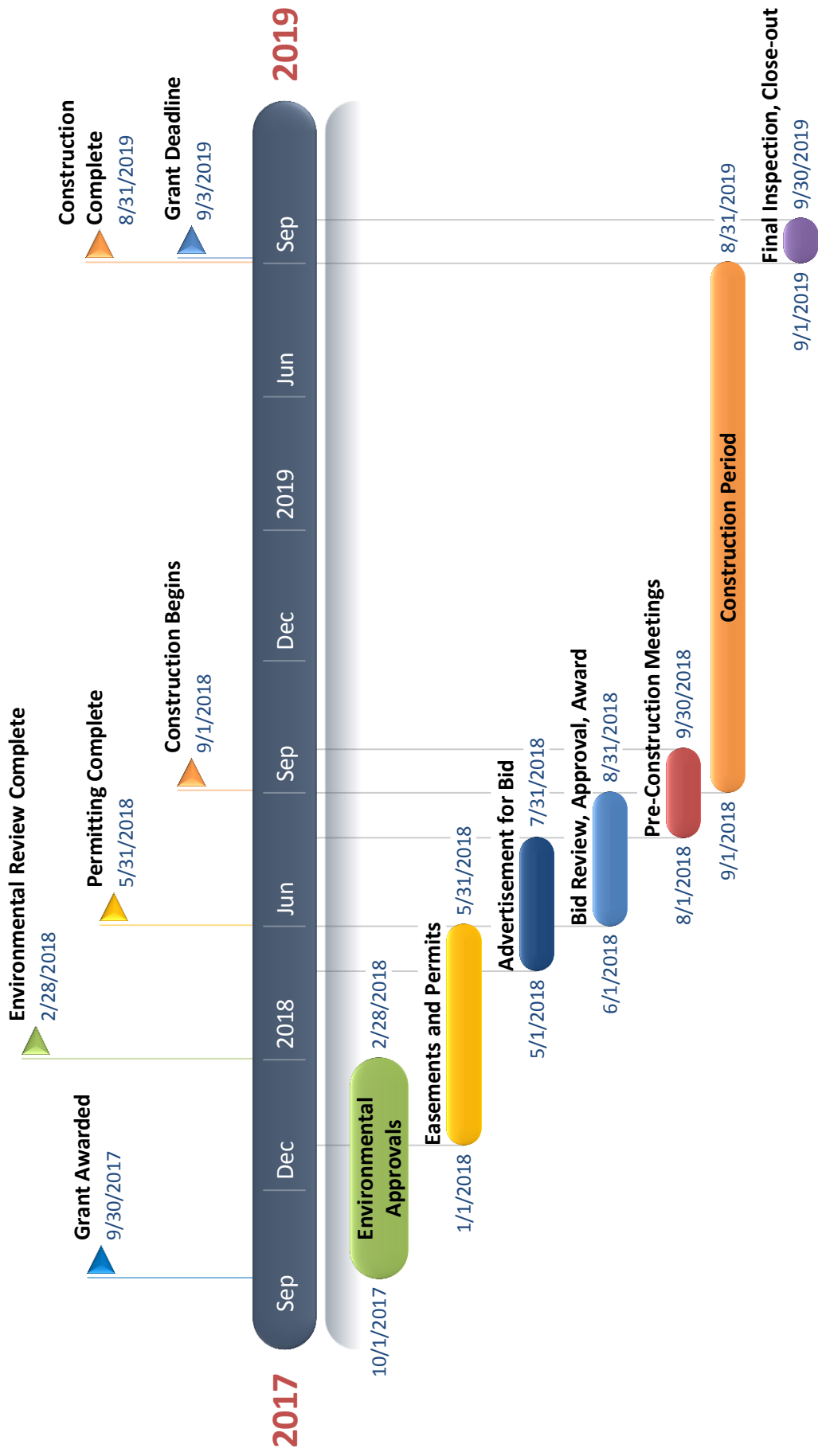
**CITY OF BROOKINGS**

\_\_\_\_\_  
By: Gary Milliman  
Title: City Manager

ATTEST

\_\_\_\_\_  
By: Joyce Heffington  
Title: City Recorder

# Redundant Water Supply Project Brookings, OR



## Redundant Water Supply Project Budget

Brookings, OR

Project Activity	Cost Estimate
Increase reservoir capacity to 9 feet at crest	\$ 3,042,039.00
New intake station at existing "Tide Rock" location	\$ 1,710,000.00
Transmission piping between WTP and Ferry Creek	\$ 2,535,778.00
Emergency intertie to HWD using directional boring	\$ 1,178,358.00
Seismic Valving Retrofit of 11 existing storage tanks	\$ 60,500.00
<b>Total</b>	<b>\$ 8,526,675.00</b>



WATER TREATMENT FACILITIES  
CITY OF BROOKINGS 1976

ROBERT L. KERR, MAYOR

CITY COUNCIL

DARRELL ALLSUP  
WILLIAM GUTHRIE

ELLIS D. DOWDEN  
JACK C. ROSS

AL R. HOOTEN, CITY MANAGER

HGE  
ENGINEERS & PLANNERS

GENERAL CONTRACTOR  
S<sub>2</sub> CONTRACTORS, INC.

# Redundant Water Supply Plan

City of Brookings  
Curry County, Oregon

AUGUST 2015

**Civil West**

Engineering Services, Inc.



Civil West Engineering Services, Inc.  
486 E Street • Coos Bay, Oregon 97420  
609 SW Hubert Street • Newport, Oregon 97365  
10558 Hwy 62, Suite B-1 • Eagle Point, Oregon 97524

---

# Redundant Water Supply Plan

## City of Brookings

Curry County, Oregon  
AUGUST 2015



EXPIRATION DATE: 12/31/16

Civil West Engineering Services, Inc.  
486 E Street • Coos Bay, Oregon 97420  
609 SW Hubert Street • Newport, Oregon 97365  
10558 Hwy 62, Suite B-1 • Eagle Point, Oregon 97524

**Civil West**

Engineering Services, Inc.



---

## Table of Contents

<b>1.0</b>	<b>Executive Summary .....</b>	<b>4</b>
1.1	Introduction.....	4
1.2	Existing Water System.....	4
1.3	Capital Improvement Plan .....	5
<b>2.0</b>	<b>Introduction.....</b>	<b>5</b>
2.1	Plan Background.....	5
2.1.1	Plan Authorization .....	6
2.1.2	Past Studies and Reports .....	6
2.1.3	Study Objective.....	6
2.2	Scope of Study .....	6
2.2.1	Study Organization.....	6
2.2.2	Acknowledgments.....	7
2.3	Study Area .....	7
2.3.1	Planning Area Details.....	7
2.4	Existing Water System.....	8
2.4.1	Water System Summary.....	8
<b>3.0</b>	<b>Water Supply Alternatives.....</b>	<b>10</b>
3.1	Ferry Creek Reservoir .....	10
3.1.1	No Reservoir Modifications (No Action Alternative).....	13
3.1.2	Reservoir Removal Alternative .....	14
3.1.3	Reservoir Expansion Alternative .....	15
3.1.4	Transmission and Distribution Piping for Reservoir.....	17
3.1.5	Intertie to Harbor Water District (HWD).....	19
3.2	Groundwater Supply .....	20
3.3	Original Intake Station Restoration (Tide Rock) .....	21
3.3.1	Station Removal Alternative .....	21
3.3.2	Station Reconstruction Alternative .....	21
3.4	Water Rights Requirements .....	22
3.4.1	Storage and Surface Water Rights .....	22
3.4.2	Groundwater Rights .....	23
3.5	Existing Water Storage Tanks.....	23
3.5.1	Seismic Valving Upgrades .....	23

---

3.5.2	Seismic Analysis .....	24
<b>4.0</b>	<b>Recommended Redundant Water Supply Capital Improvement Plan.....</b>	<b>25</b>
4.1	Capital Improvement Plan Purpose and Need .....	25
4.2	Capital Improvement Plan Projects.....	25
4.2.1	CIP Summary .....	25
4.2.2	CIP Priorities .....	26
4.2.3	CIP Updates .....	26

### List of Figures and Tables

Figure 2.3.1 – City of Brookings UGB and City Limits Boundary Map (courtesy of Curry County maps, 2014).....	8
Figure 3.1.1 – Ferry Creek Reservoir currently (January 2015).....	11
Figure 3.1.2 – Ferry Creek Watershed Map (OWRD, 2015).....	12
Table 3.1.1-1 – Possible methods of repair to reservoir piping. ....	13
Table 3.1.1-2 – Ferry Creek Reservoir general maintenance/improvements cost estimate. ....	14
Table 3.1.2-1 – Ferry Creek Reservoir removal cost estimate.....	15
Table 3.1.3-1 – Cost Estimate for increasing reservoir capacity six feet at the crest. ....	16
Figure 3.1.4 – Diagrammatic representation of existing transmission pipe network between Ranney Collector intake station and WTP plant. Proposed future piping to Ferry Creek Reservoir shown for reference.....	18
Table 3.1.4-1 – Cost estimate for transmission piping between WTP and Ferry Creek Reservoir. ....	19
Table 3.1.5-1 - Cost Estimate for providing a sub-surface connection between the Brookings water supply and the HWD water supply, for resource sharing during emergency situations. ....	20
Figure 3.3.1 – Abandoned intake station on the Chetco River (Tide Rock Intake Station).....	21
Table 3.3.2-1 – Preliminary cost estimate for new intake station at old intake station site .....	22
Table 3.5.1-1 - Summary table of existing treated water storage tanks in the City of Brookings .....	24
Table 4.2.1-1 - List of projects recommended to be included in the Capital Improvement Plan (CIP).....	25
Table 4.2.2-1 - CIP Priority List for the City of Brookings.....	26

## Appendices

Appendix A: GSI Water Solutions Water Rights Analysis

Appendix B: Ferry Creek Watershed Peak Discharge Report



# 1.0 Executive Summary

## Section 1

### 1.1 Introduction

The City of Brookings is situated just north of the Oregon-California border along Highway 101 where the Chetco River meets the Pacific Ocean. The City owns and operates a public water system which is designed and built to provide potable water to approximately 7,500 customers in the City, as well as fire protection within the City. The City's system includes a raw water intake known as a Ranney Collector, a water treatment plant, booster pump stations, storage tanks, a water distribution network, and a controls and telemetry system.

This existing water system draws from a single source on the north bank of the Chetco River, approximately 5.3 miles upstream from the Pacific Ocean, where the North Fork Chetco River and the Chetco River meet. While the river has been a reliable source of water, only having one source of supply for the system carries risks, such as if that source becomes contaminated.

The Harbor Water District (HWD) is an independent water district located immediately to the south of Brookings within the same Urban Growth Boundary (UGB). Like Brookings, the HWD relies on a single source for its water supply in the Chetco River. The intake station is located almost two miles downstream from the Brookings intake. In the summers of 2014 and 2015, the HWD intake experienced saltwater intrusion which contaminated the District's water supply and left the residents to rely on bottled water for their potable water needs until the saltwater intrusion had subsided.

This study was prepared for the City of Brookings in order to help the City to consider various alternatives available for completing a backup water supply system for use in the event that the Brookings intake station is ever compromised. In an effort to alleviate the problems that would be caused by saltwater contamination in the City's potable water supply, the City of Brookings retained Civil West Engineering Services, Inc. to complete this study, which includes recommendations of capital improvement projects to complete a backup water supply system.

### 1.2 Existing Water System

The City of Brookings owns and operates a water system that provides water service to approximately 7,467 water system users within the community's UGB north of the Chetco River. The community's water system can trace its roots back to a privately owned system that was first established in the early 1900's. At that time the system consisted of the Ferry Creek reservoir and a limited distribution system. In the 1970's the City of Brookings acquired the private system and began major improvements. Some of the first significant improvements included the construction of a river intake on the Chetco River. Due to concerns with saltwater intrusion at the intake site, the first intake the City constructed was abandoned and a new intake was constructed further up river. The newer intake that was constructed is called the Ranney Collector and is still the intake that the city uses for its water system today. This intake station houses three vertical turbine pumps, which are employed via simplex operation (one pump at a time) to produce approximately 2.0 million gallons per day (MGD).

During the 1970's the City constructed a rapid sand filtration water treatment plant with a treatment capacity of 1.5 MGD. It was then upgraded in 1988 to be able to treat 2.0 MGD to match the capacity of the Ranney Collector. In addition to the water intake and treatment facilities, the City's water system includes 9 booster pumps stations and 11 storage tanks which together achieve a treated water storage capacity of approximately 3.6 million gallons. The distribution system delivers water to 3,354 water meters (2012 meter count) via a network of water mains that range in size from 2-inches to 16-inch

diameter pipe. Although the City has worked hard to update the distribution system, the system still has older lines constructed of steel, cast iron, and asbestos cement (AC) in service today.

### **1.3 Capital Improvement Plan**

The cost for the improvements recommended in this study is approximately \$8.6 million. These improvements were selected from a variety of alternatives in order to optimize the use of the City's existing water rights and to establish a reserve system that will be reliable and long-lasting. The projects recommended for inclusion in the Capital Improvement Plan (CIP) include improvements to five distinct system features:

1. Ferry Creek Reservoir: to be upgraded for use as a backup water storage reserve (Section 3.1.3);
2. The old "Tide Rock" intake station: to be demolished, reconstructed, and integrated into the existing raw water intake system for scheduled flow to Ferry Creek Reservoir (Section 3.3.2);
3. Transmission Piping: to be installed between the Water Treatment Plant (WTP) and Ferry Creek Reservoir (Section 3.1.4);
4. Emergency domestic intertie with the HWD water system (Section 3.1.5).
5. Existing water storage tanks to be seismically retrofit with seismic valving, in addition to the completion of a detailed seismic analysis of each tank for consideration of future improvements.

A cost summary of these projects has been included in Table 4.2.1-1. In addition to these improvements, the City would need to acquire additional water rights to store water in Ferry Creek Reservoir for municipal use. Details regarding this requirement are addressed in Section 3.4.

## **2.0 Introduction**

## **Section 2**

### **2.1 Plan Background**

The City of Brookings currently relies on the Chetco River as the single source of water for the public water system. The river and the existing water intake, known as the Ranney Collector, have been a reliable source of water, however, having only one source of water leaves the City in a position of vulnerability.

The Chetco River is also a source of water for the neighboring Harbor Water District (HWD). The HWD river intake structure is downstream of the Brookings's Ranney Collector. In the summers of 2014 and 2015, the HWD experienced saltwater intrusion in their raw water supply during the low river flows and high tides of summer.

The District and City should also recognize that if ocean levels continue to increase due to global climate change, the number of occurrences of intrusion of salt water could increase. This ongoing concern, coupled with the recognition that both intake structures could be inundated in the event of a tsunami, leaving both jurisdictions with no viable water source until the saltwater event had subsided.

With the recent saltwater intrusion into an adjacent jurisdiction's river intake, the City of Brookings is concerned that their intake could be compromised, possibly cutting off the City's sole source of water. Using a proactive approach, the City has determined that they need to identify alternative water supplies

in order to provide a backup supply for emergency situations. This alternative water supply would allow the City to effectively manage emergency situations as well as meet peak demands.

### **2.1.1 Plan Authorization**

The services of Civil West Engineering Services, Inc. were secured to complete a Redundant Water Supply Plan for the City in December 2014. During the subsequent few months, minor preliminary work was completed on this plan and final approval from the City Council to proceed was obtained at the end of April 2015.

### **2.1.2 Past Studies and Reports**

The following plans, reports, and documents have been prepared for the City in the past by other firms and have been used as references for parts of the discussion within this report:

- *City of Brookings Water System Master Plan Update*, April 2014, PACE
- *Final Report on Feasibility Study for Restoration of Ferry Creek Reservoir Brookings, Oregon*, May 30, 1997, Dames & Moore
- *City of Brookings, 18" C905 PVC Raw Water Line on North Bank Chetco Co. Road*, Record Drawings, January 2007, HGE Project No. 06.101

### **2.1.3 Study Objective**

The purpose of this Redundant Water Supply Plan is to furnish the City of Brookings with a comprehensive document that will provide clear recommendations, preliminary concepts and estimates for an alternative water supply. This study should also provide the city with the information required to plan for future funding requests and to develop improvement prioritization lists. Some specific alternatives that were identified early on for inclusion in this report include:

- Increasing the overall capacity of the existing Ferry Creek Reservoir.
- The construction of a waterline from the Chetco River that will fill the Ferry Creek Reservoir during times of low flow into the reservoir. This will allow the reservoir to act as reliable water storage.
- Determining the possibility of utilizing groundwater as a reliable source.
- Restoration of the original Chetco River water intake ("Tide Rock").

This list is not meant to be all-inclusive; other alternatives may be analyzed if they are determined to be viable options for addressing the City of Brookings' water supply needs.

## **2.2 Scope of Study**

### **2.2.1 Study Organization**

The following sections comprise this Redundant Water Supply Plan for the City of Brookings:

- **Section 1 – Executive Summary.** This section provides a brief overview and summary of this Plan and is intended to provide the reader with the important facts and findings contained in the overall plan.

- **Section 2 – Introduction.** This section provides a short description of the need and scope of this plan. It also includes a brief background summary of the water system and the study area.
- **Section 3 – Water Supply Alternatives.** This section outlines the possible alternatives for a redundant water supply for the City. It also includes preliminary cost estimates.
- **Section 4 – Recommended Water Supply Alternatives.** This section identifies the recommended redundant water supply alternatives with a cost summary.
- **Appendices.** The Appendices include information that is referenced in this study but is not included in the referenced planning documents.

## 2.2.2 Acknowledgments

Various current and former members of the City staff have contributed time and effort to ensure accurate record keeping and proper planning of the community’s water system needs. Water treatment operators, water distributions staff, billing records personnel, and others have all helped to complete this effort. We wish to acknowledge and thank the following persons in particular for their assistance as we prepared this report/plan:

Gary Milliman – City Manager  
LauraLee Snook – Public Works and Development Services Director  
Ray Page – Treatment Supervisor

Civil West would also like to acknowledge the assistance of Kim Grigsby and Adam Sussman at GSI Water Solutions. GSI provided information in relation to water rights and options of how to utilize them more efficiently.

## 2.3 Study Area

### 2.3.1 Planning Area Details

The City of Brookings is located in Curry County, Oregon along Coastal Highway 101. The city is located approximately eight miles north of the California/Oregon border and is the last city before leaving Oregon.

The City of Brookings is located in Townships 40-41 S, Ranges 13-14 W, W.M. The city limits include areas north of the Chetco River while the urban growth boundary (UGB) extends south of the river. The City of Brookings is responsible for the water system north of the Chetco River while the Harbor Water District maintains the areas south of the river. Therefore, this plan will primarily deal with the water system and the customers north of the river. The lighter shaded area in the Figure on the following page (Figure 2.3.1) represents the Brookings city limits, and the larger dotted line represents the UGB.



Figure 2.3.1 – City of Brookings UGB and City Limits Boundary Map (courtesy of Curry County maps, 2014)

## 2.4 Existing Water System

### 2.4.1 Water System Summary

The City of Brookings public water system provides quality water to approximately 7,467 persons and over 3,300 metered water connections (*Water Master Plan Update, 2014, PACE*). All metered connections are found north of the Chetco River. Components of this water system include:

- **Water Rights (Surface, Groundwater and Reservoir)**

The City holds many water rights along the river and creeks throughout the UGB. Most of these rights are not being utilized at this time. The active water rights total to 5.57 cfs on the Chetco River and are considered a surface water right. These are located at the point of diversion (POD) for the Ranney Collector intake station. This POD is currently the only source of active withdrawal that the City utilizes.

- **Raw Water Intake**

Originally, the City owned and maintained a water intake on the Chetco River called “Tide Rock.” This intake was further downstream than the existing intake which caused concerns about saltwater intrusion during the summer months. This intake acted much like an infiltration gallery, therefore, it was considered a groundwater source under the influence of surface water.

Eventually, this intake was abandoned due to the saltwater concerns and the current intake was constructed further upstream and is commonly known as the Ranney Collector. Three pumps are housed in this station, achieving a total design capacity of 9.3 cfs.

- **Water Treatment Plant (WTP)**

The current WTP that was constructed in 1976 currently operates at approximately 2.0 MGD. Typically the WTP is bypassed in the summer months when turbidity levels are low and only disinfection is required. During the winter months the river levels increase and the filters and other plant components are utilized for water treatment.

- **Finished Water Storage Tanks**

A total of 11 storage tanks are spread throughout the City for treated water storage. These tanks vary in material, size, age, configuration, condition, and location and total approximately 3.6 million gallons of treated water storage. Some of these tanks were constructed to serve a very specific area while others are much larger and serve a large percentage of the residents.

- **Distribution Network (Including Pump Stations)**

Within the water distribution system are nine booster pump stations (BPS), water meters and water mains ranging from 2-inch to 16-inch. The 12”, 14” and 16” mains primarily function as transmission mains. The BPS throughout the system serve areas of varying elevation and demand. This allows most customers in the city to have pressures of approximately 40-70 psi.

A more detailed description of these components can be found in the recent Water Master Plan update and will not be discussed in further detail in this plan. These details are provided as a basic summary of the existing water system.

## 3.0 Water Supply Alternatives

### Section 3

### 3.1 Ferry Creek Reservoir

The Ferry Creek Reservoir was the original water supply for the residents of the Brookings area during the early years of the water system. It served the area for nearly 60 years but has been relatively unused since the 1960s. Since that time, the primary water source has been the Chetco River. The current capacity of Ferry Creek Reservoir is 29 million gallons and it occupies approximately 5 acres (Figure 3.1.1). The City holds water rights that will allow for 55 million gallons (167.4 acre-feet) of storage at the reservoir location.

On May 30, 1998 a Feasibility Study for the Restoration of Ferry Creek Reservoir was completed. Dames & Moore included a discussion on how the reservoir's capacity could be increased. This study identified and discussed several options including:

1. Dike construction further up Ferry Creek as a means of developing additional storage volume.
2. Dredging of the reservoir to remove any sediment that could have reduced reservoir capacity of the years.
3. Construction of a parapet wall along the dam crest to increase storage capacity.
4. Raising of the dam crest by the addition of earthen fill to the dam to increase storage capacity.

The study discusses and eliminates the first three options as either not viable or not cost effective for increasing the storage capacity of the facility. The fourth and final option was investigated further in the study to look at a number of increases to the dam crest elevation as a means to increase the reservoir's storage capacity. This extended discussion ultimately concluded that raising the dam's crest to achieve storage capacity to take full advantage of the city's water rights is feasible. Through continued discussion with the City, this study focused on minimizing the required improvements to the dam which would produce the largest increase in capacity. This is accomplished by increases of either 6 feet or 9 feet to the crest of the dam. Such an increase would extend the crest of the dam up while limiting the need to add a significant amount of material on the downstream face of the dam. Increasing the capacity of the reservoir to the full water rights level of 55 million gallons would require significant additional material to the downstream face as well as the crest. These options were not investigated further in this report due to the extensive improvement costs.





**Figure 3.1.1 – Ferry Creek Reservoir currently (January 2015)**

A peak discharge report was obtained from the Oregon Water Resources Department (OWRD) database for the Ferry Creek watershed and is included in the Appendix. A summary of this report is included along with a map of the watershed in Figure 3.1.2:

- Drainage Area – 0.507 square miles
- Mean January Precipitation – 12.9 inches
- Mean July Precipitation – 0.521 inches



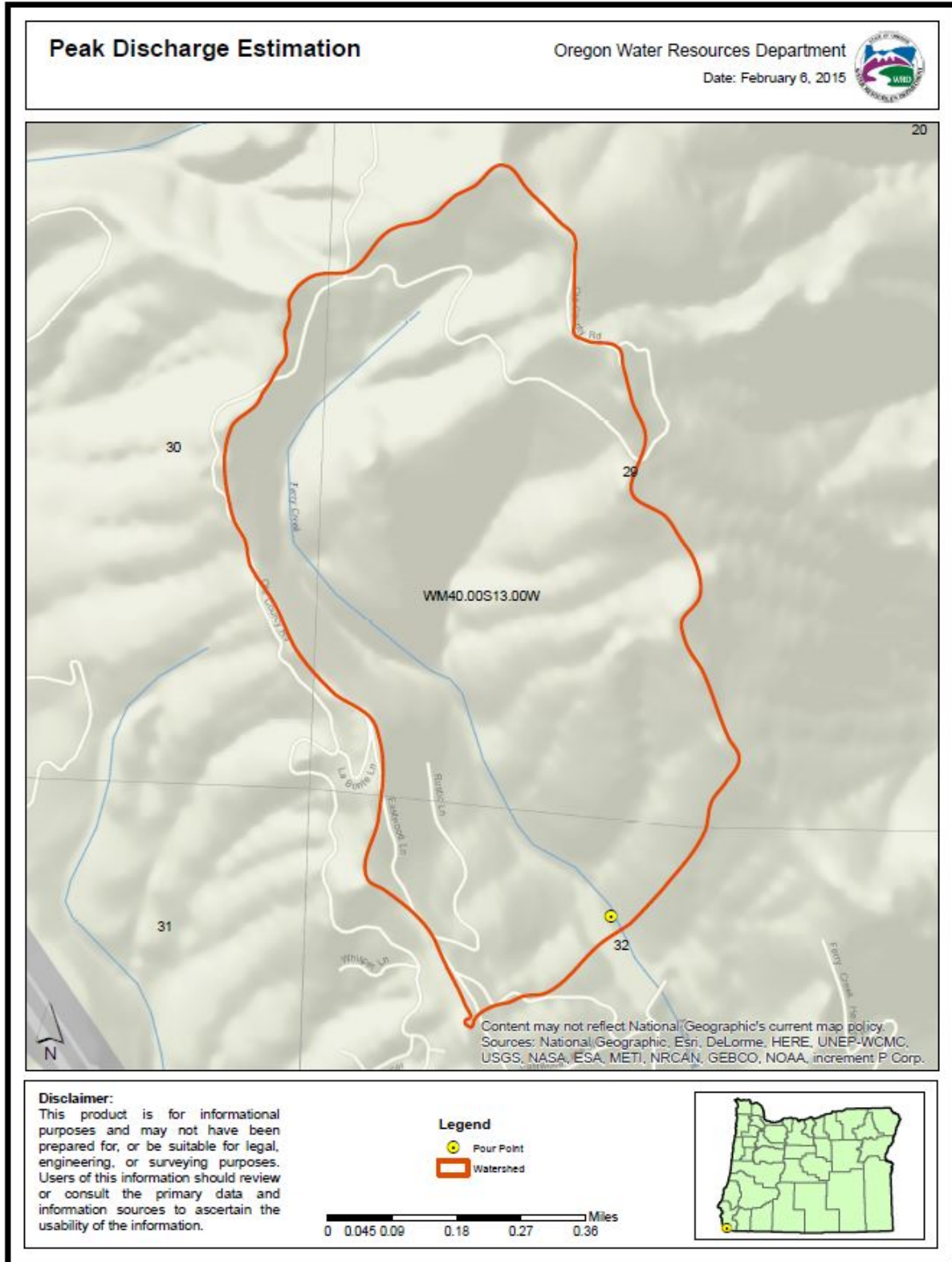


Figure 3.1.2 – Ferry Creek Watershed Map (OWRD, 2015)

Possible alternatives for Ferry Creek Reservoir are listed below and described in more detail in upcoming sections of this plan.

**Ferry Creek Reservoir Alternatives**

1. Leave reservoir as-is with no improvements/modifications (No Action Alternative)
2. Removal of the reservoir and restoration of Ferry Creek
3. Expansion of the reservoir capacity

**3.1.1 No Reservoir Modifications (No Action Alternative)**

A “No Action” alternative is an option that includes only the regular maintenance and upkeep that is required to keep the reservoir functioning in its current state. This would keep the reservoir in compliance with state guidelines and recommendations. Some of the major items that would need to be addressed include: replacement of the spillway/chute, general brush clearing, existing valve inspection/replacement, and existing pipeline repairs (Table 3.1.1-2).

Regular deterioration and damage done by brush and tree growth has limited the capacity of the existing spillway. Therefore, the spillway is not able to adequately function as an overflow in emergency situations. Based on recommendations from previous studies, as well as research and current site visits, replacement of this spillway is still recommended. The valve replacement and piping rehabilitation includes the 16” and 30” piping that runs under the reservoir. These components have seen limited to no use and have deteriorated to a point where they are not functioning properly.

Previous inspections and site visits have shown possible leaking from the pipes. The repair or replacement of these pipes may be a difficult task to resolve, but it is necessary if this reservoir is to remain or be used for potential storage as part of the municipal water supply. Various methods of repair are included in the table below, Table 3.1.1-1, along with advantages and disadvantages of each. Further analysis and design should be completed prior to final recommendation.

**Table 3.1.1-1 – Possible methods of repair to reservoir piping.**

Method of Repair	Advantage	Disadvantage
<b>Slip-lining</b>	<ul style="list-style-type: none"> <li>• Used regularly</li> <li>• Least expensive</li> </ul>	<ul style="list-style-type: none"> <li>• Can alter pipe diameter significantly</li> <li>• Requires some type of grout/fill between host pipe and new pipe</li> </ul>
<b>Cured In Place Pipe (CIPP)</b>	<ul style="list-style-type: none"> <li>• Very little change to pipe diameter</li> </ul>	<ul style="list-style-type: none"> <li>• Reliant on existing valving</li> <li>• Not recommended for structural integrity</li> </ul>
<b>Spiral Wound Pipe</b>	<ul style="list-style-type: none"> <li>• No grout/fill required between host pipe and new pipe</li> </ul>	<ul style="list-style-type: none"> <li>• May be difficult to do based on existing situation</li> </ul>

At this phase in the planning process it is difficult to determine the exact scale and scope of the repairs that will be required for these components. To more clearly define these pipe repair alternatives it is recommended that additional investigations be completed prior to commencing final design.

**Table 3.1.1-2 – Ferry Creek Reservoir general maintenance/improvements cost estimate.**

Improvements & Maintenance to Keep the Reservoir In Current State					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization, Overhead, Bonds	ls	15%	\$ 146,444	\$ 146,444
2	Spillway/Chute Replacement	ls	1	\$ 411,963	\$ 411,963
3	Brush Clearing	ls	1	\$ 25,000	\$ 25,000
4	Valve Replacement	ls	1	\$ 67,333	\$ 67,333
5	Piping Rehabilitation	ls	1	\$ 472,000	\$ 472,000
<b>Construction Cost Subtotal</b>					\$ 1,122,740
Contingency				20%	\$ 224,548
Engineering				20%	\$ 224,548
Admin./Env. Costs				5%	\$ 56,137
<b>Subtotal</b>					\$ 505,233
<b>Total Project Estimate</b>					<b>\$1,627,972</b>

### 3.1.2 Reservoir Removal Alternative

This alternative calls for the existing reservoir to be completely removed. This would eliminate the ongoing costs associated with regular maintenance and compliance costs discussed in the previous section. This could be a benefit to the City in the future by allowing City funds to be utilized for other purposes, such as expanding water system storage and performing maintenance thereon. In this alternative, the major cost is incurred in the removal of the reservoir dam which would require the excavation and disposal of approximately 7,000 cubic yards of material. To allow for this alternative to be completed, improvements to the access road would most likely be required in order to support the heavy equipment that will be accessing the site.

The remaining costs included in this cost estimate (Table 3.1.2-1) include the cost to restore the Ferry Creek stream bed.

**Table 3.1.2-1 – Ferry Creek Reservoir removal cost estimate.**

<b>Reservoir Removal and Decommissioning</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilization, Overhead, Bonds	ls	15%	\$ 65,327	\$ 65,327
2	Access Road Improvements	ls	1	\$ 71,766	\$ 71,766
3	Erosion Control	ls	1	\$ 20,000	\$ 20,000
4	Sediment Removal Allowance	ls	1	\$ 25,000	\$ 25,000
5	Excavation & Disposal	cy	7,000	\$ 25	\$ 175,000
6	Rock Excavation	cy	350	\$ 85	\$ 29,750
7	Riprap Installation	ton	1,200	\$ 45	\$ 54,000
8	Slope Stabilization (Vegetation, Fabric, etc.)	ls	1	\$ 35,000	\$ 35,000
9	General Site Work	ls	1	\$ 25,000	\$ 25,000
<b>Construction Cost Subtotal</b>					<b>\$ 500,844</b>
				Contingency 20%	\$ 100,169
				Engineering 20%	\$ 100,169
				Permitting/Regulatory Coordination	\$ 50,000
				Administrative Costs 5%	\$ 25,042
<b>Subtotal</b>					<b>\$ 275,380</b>
<b>Total Project Estimate</b>					<b>\$ 776,224</b>

### 3.1.3 Reservoir Expansion Alternative

Expansion of the reservoir can also be considered as an option for municipal water storage for the City of Brookings. This option has been included in studies completed in the past. A similar method for reservoir expansion will be used in this study with updated costs. Two suggested expansions are suggested in the following paragraphs. It should be noted that each of these expansion options requires the raising elevation of the dam crest of the reservoir. The current crest elevation is approximately 392 feet and approximately 24 feet in width. Overall capacity at this elevation is 29.3 million gallons.

#### Increase Crest Elevation to 398 feet

Raising the crest to 398 feet increases the overall capacity to 34.2 million gallons. This is approximately 5.0 million gallons of additional water storage. Increasing the capacity of the reservoir to this extent will require additional fill and riprap, replacement of the existing spillway, and modifications/repair to the existing piping. The associated costs with this expansion can be found in Table 3.1.3-1 on the following page.

**Table 3.1.3-1 – Cost Estimate for increasing reservoir capacity six feet at the crest.**

<b>Increasing Reservoir Capacity - Volume = 34.2 MG (Crest 398')</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilization, Overhead, Bonds	ls	15%	\$ 203,449	\$ 203,449
2	Access Road Improvements	ls	1	\$ 71,766	\$ 71,766
3	Erosion Control	ls	1	\$ 20,000	\$ 20,000
4	Fill Material (Varying types)	cy	6,500	\$ 45	\$ 292,500
5	Spillway Replacement	ls	1	\$ 412,000	\$ 412,000
6	Piping Rehabilitation	ls	1	\$ 472,000	\$ 472,000
7	Riprap Installation	ton	68	\$ 45	\$ 3,060
8	Slope Stabilization (Vegetation, Fabric, etc.)	ls	1	\$ 35,000	\$ 35,000
9	General Site Work	ls	1	\$ 50,000	\$ 50,000
<b>Construction Cost Subtotal</b>					<b>\$ 1,559,775</b>
				Contingency 20%	\$ 311,955
				Engineering 20%	\$ 311,955
				Permitting/Regulatory Coordination	\$ 50,000
				Geotechnical Eng./Investigation	\$ 200,000
				Admin./Env. Costs 5%	\$ 77,989
<b>Subtotal</b>					<b>\$ 951,899</b>
<b>Total Project Estimate</b>					<b>\$2,511,674</b>

**Increase Crest Elevation to 401 feet**

Raising the crest to 401 feet increases the overall capacity to 39.1 million gallons. This is approximately 10.0 million gallons of additional water storage. Increasing the capacity of the reservoir to this extent will require additional fill and riprap, replacement of the existing spillway, and modifications/repair to the existing piping. The associated costs with this expansion can be found in Table 3.1.3-2 on the next page.

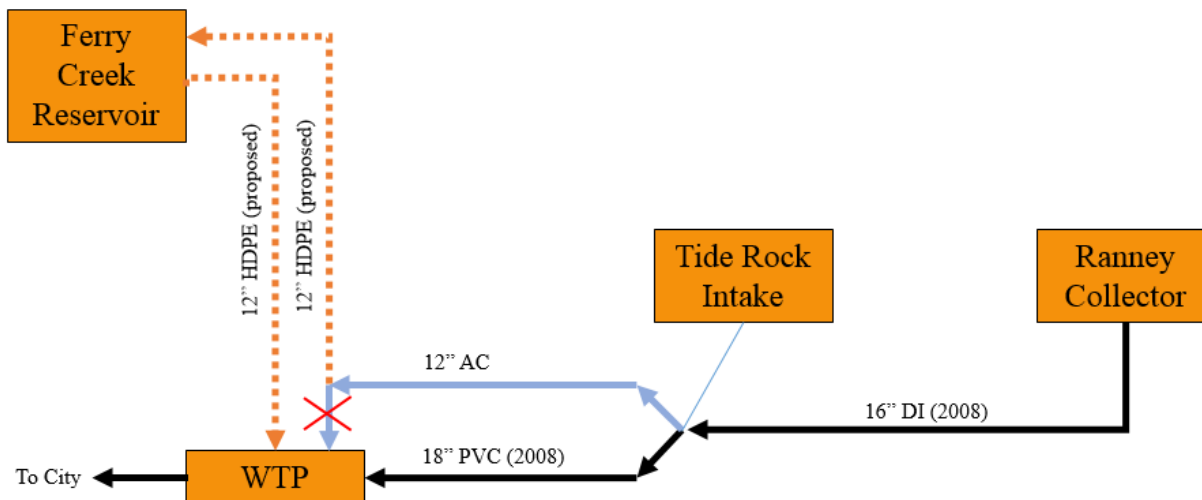
**Table 3.1.3-2 – Cost Estimate for increasing reservoir capacity nine feet at the crest.**

<b>Increasing Reservoir Capacity - Volume = 39.1 MG (Crest 401')</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilization, Overhead, Bonds	ls	15%	\$ 251,158	\$ 251,158
2	Access Road Improvements	ls	1	\$ 71,766	\$ 71,766
3	Erosion Control	ls	1	\$ 20,000	\$ 20,000
4	Fill Material (Varying types)	cy	13,500	\$ 45	\$ 607,500
5	Spillway Replacement	ls	1	\$ 412,000	\$ 412,000
6	Piping Rehabilitation	ls	1	\$ 472,000	\$ 472,000
7	Riprap Installation	ton	136	\$ 45	\$ 6,120
8	Slope Stabilization (Vegetation, Fabric, etc.)	ls	1	\$ 35,000	\$ 35,000
9	General Site Work	ls	1	\$ 50,000	\$ 50,000
<b>Construction Cost Subtotal</b>					<b>\$ 1,925,544</b>
Contingency				20%	\$ 385,109
Engineering				20%	\$ 385,109
Permitting/Regulatory Coordination					\$ 50,000
Geotechnical Eng./Investigation					\$ 200,000
Admin./Env. Costs				5%	\$ 96,277
<b>Subtotal</b>					<b>\$ 1,116,495</b>
<b>Total Project Estimate</b>					<b>\$3,042,039</b>

### 3.1.4 Transmission and Distribution Piping for Reservoir

In order to use Ferry Creek Reservoir as a reliable water supply option, additional transmission and distribution piping would have to be added to the system. This section addresses the extent of piping that would be necessary in order to accomplish this purpose.

To fill the expanded reservoir, additional water would need to be pumped from either the existing raw water intake, the Ranney Collector, or from a reconstructed “Tide Rock” water intake, discussed in Section 3.3.2. The City of Brookings 2014 Public Facilities Plan indicates that in 2008, approximately 9,500 feet of 12-inch Asbestos Cement (AC) transmission piping was replaced with 16-inch Ductile Iron (DI) pipe, between the Ranney Collector and “Tide Rock” intakes. Additionally, the City possesses record drawings from a project also completed in 2008, which document the installation of 18-inch PVC pipe from the existing “Tide Rock” intake station to the Water Treatment Plant. This 18-inch transmission line runs parallel to a 12-inch AC line along the same path; both pipes are currently in service. A diagram of this existing pipe network can be seen in Figure 3.1.4, on the next page.



**Figure 3.1.4 – Diagrammatic representation of existing transmission pipe network between Ranney Collector intake station and WTP plant. Proposed future piping to Ferry Creek Reservoir shown for reference.**

With this information, it is evident that there is no “bottle-neck” in the system, and the existing pipe network is sufficiently sized to transmit current water withdrawals as well as future withdrawals for filling the reservoir. As shown in the above figure, the only area where additional piping would be needed is between the Water Treatment Plant and Ferry Creek Reservoir. Such piping would be tied into the existing raw water supply network. There will be some rough terrain installation leading up to Ferry Creek Reservoir that will most likely increase the installation costs.

Table 3.1.4-1 shows an estimate of the costs for completing the necessary transmission piping that would have to be installed between the WTP and Ferry Creek Reservoir. The size of the new supply piping was based on the current maximum permitted withdrawal rate that can occur at each of the intakes. At the existing Ranney Collector a withdrawal rate of 5.57 cubic feet per second (cfs) was used, and at the old “Tide Rock” intake, 6.0 cfs was used. These flow rates are based on existing water rights data that were obtained in the 2014 Water Master Plan (PACE, 2014) not the current capacity of the existing facilities.

It should be noted that the estimate in Table 3.1.4-1 includes the cost of installing two parallel pipes between the WTP and the reservoir, as shown in Figure 3.1.4. This arrangement would allow one pipe to be used solely for pumping raw water up to the reservoir, and a second pipe to send water from the reservoir back down to the Water Treatment Plant. There may be potential savings available if the City chose to consolidate these into a single pipe, and use valving to direct flow.



**Table 3.1.4-1 – Cost estimate for transmission piping between WTP and Ferry Creek Reservoir.**

<b>Transmission Piping between WTP and Ferry Creek Reservoir</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilization, Overhead, Bonds	ls	15%	\$ 111,000	\$ 111,000
<b>WTP to Reservoir</b>					
2	12" HDPE, Trenching and Backfill, Along Road	lf	7,800	\$ 85	\$ 663,000
3	12" HDPE, Trenching and Backfill, Rough Terrain	lf	700	\$ 110	\$ 77,000
4	Valving/Appurtenances (15% of total piping)	ls	15%	\$ 111,000	\$ 111,000
<b>Reservoir to WTP</b>					
5	12" HDPE, Trenching and Backfill, Along Road	lf	7,800	\$ 85	\$ 663,000
6	12" HDPE, Trenching and Backfill, Rough Terrain	lf	700	\$ 110	\$ 77,000
7	Valving/Appurtenances (15% of total piping)	ls	15%	\$ 111,000	\$ 111,000
<b>Construction Cost Subtotal</b>					\$ 1,813,000
Contingency				20%	\$ 301,235
Engineering				20%	\$ 301,235
Property Acquisition (Allowance)					\$ 45,000
Admin./Env. Costs				5%	\$ 75,309
<b>Subtotal</b>					\$ 722,778
<b>Total Project Estimate</b>					<b>\$2,535,778</b>

### 3.1.5 Intertie to Harbor Water District (HWD)

The Harbor Water District (HWD) is located immediately south of the Chetco River, adjacent to the City of Brookings, within the same Urban Growth Boundary. Harbor’s water system relies on a Ranney Collector of its own, located almost two miles downstream from the Brookings Ranney Collector. It was the HWD who experienced the saltwater intrusion in the summer of 2014, causing residents to rely on bottled water for their potable water needs until the saltwater intrusion subsided sometime later.

Due to the close proximity of these two water systems, it is possible for the Brookings backup water supply system to tie into the HWD water system as well, via directional boring underneath the Chetco River. This connection would require the construction of a booster pump station in order to compensate for the elevation differences between the two water storage and supply networks. This would be a costly project, but it would be a valuable emergency alternative for the HWD residents who continue to be faced with threats of a brackish water supply during dry summer months.

This connection could be beneficial for both the City of Brookings and for the Harbor Water District. If the intake for either system is ever taken offline, the intertie could be used to provide temporary backup supply to the offline system. Due to the mutually beneficial nature of this system component, it is our recommendation that the costs for this project be shared between the City and HWD.

An estimate for these improvements is included in Table 3.5.1-1, on the following page:

**Table 3.1.5-1 - Cost Estimate for providing a sub-surface connection between the Brookings water supply and the HWD water supply, for resource sharing during emergency situations.**

<b>Emergency Intertie to Harbor Water District water system (Directional Boring)</b>					
<b>Item No.</b>	<b>Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Mobilization, Overhead, Bonds	ls	15%	\$ 101,951	\$ 101,951
<b>Directional Bore</b>					
2	Directional Boring, Installation of 12" HDPE	lf	1,130	\$ 225	\$ 254,250
3	Booster Pump Station	ls	1	\$ 400,000	\$ 400,000
4	Valving/Appurtenances (10% of total piping)	ls	10%	\$ 25,425	\$ 25,425
<b>Construction Cost Subtotal</b>					\$ 781,626
Contingency				20%	\$ 156,325
Engineering				20%	\$ 156,325
Property Acquisition (Allowance)					\$ 45,000
Admin./Env. Costs				5%	\$ 39,081
<b>Subtotal</b>					\$ 396,732
<b>Total Project Estimate</b>					<b>\$ 1,178,358</b>

### **3.2 Groundwater Supply**

The groundwater supply in and around the City of Brookings should be considered as a possible alternative water supply. Often municipalities will utilize groundwater wells to supplement water supply during peak months or times of high turbidity in rivers or streams. By reviewing wells within close proximity of potential locations where future wells could be constructed, estimated yield can be determined. Other aspects of a new well that also must be considered are: potential draw down of neighboring wells, water quality, and types of soil in the area.

A major tool in determining potential groundwater supply is well logs. These are reviewed to determine the potential yield that groundwater would provide for the City based on other local wells. Well Log Queries can be found through OWRD that show the yield of wells throughout the Brookings area. After reviewing the well logs throughout the study area for this plan, only four wells were found to produce more than 100 gpm. Therefore, groundwater does not appear to be a reliable source for establishing an alternative water supply for the City.

### 3.3 Original Intake Station Restoration (Tide Rock)

The old intake station on the Chetco River, the Tide Rock intake station, was taken out of use in the 1980's due to salt water intrusion (Figure 3.3.1).

According to previous study documents, a 7' diameter caisson that has perforations at the bottom is located at the edge of the water. This type of intake is considered an infiltration gallery. Therefore, this source acts as a groundwater source. There are two options for this intake station:

1. Completely remove station and equipment
2. Rebuild station and use as an alternative water source

#### 3.3.1 Station Removal Alternative

Since the time that this intake station was abandoned it has not been maintained or secured. Therefore, vandalism, exposure and time have caused the facility to deteriorate to the point where it is not operational. To ensure the facility was not used, the City cut the existing pipes at the station.



**Figure 3.3.1 – Abandoned intake station on the Chetco River (Tide Rock Intake Station).**

Removal of this station should include demolition of the following components: wood structure, piping (including large caisson removal and capping, as necessary), and other miscellaneous items. The removal process should also include appropriately transferring or abandoning the existing water right that is associated with this intake station. Currently, a total of 6 cubic feet per second (cfs) is the apportioned quantity of water that can be withdrawn at this facility, as afforded by Certificate 64614, the City's water right certificate for this location.

It was anticipated that anywhere between 1-2 weeks would be required to remove all existing equipment from this station. Based on the Bureau of Occupational Licenses (BOLI) rates the demolition is expected to cost approximately \$43,000. This would provide for 2-3 laborers/operators along with the expected equipment required for a full removal.

#### 3.3.2 Station Reconstruction Alternative

As mentioned earlier, the Tide Rock Intake Station was abandoned due to the salt water intrusion that occurred. With that in mind, rebuilding the station to act as a primary water source is not something that should be considered. The purpose of rebuilding this intake station would solely be to establish a dedicated supply line for filling Ferry Creek Reservoir, if it was decided to expand the capacity of that reservoir. By using the Tide Rock Intake Station instead of the Ranney Collector station for this purpose, the City could take advantage of already existing water rights at Tide Rock while continuing to devote the entire supply from the Ranney Collector to meeting the City's ongoing water demand.

In this alternative, station operation would have to be closely monitored in order to make sure that withdrawals from this intake station occur only during times when salt water intrusion is impossible. During such times, this station could supply the reservoir with the additional raw water needed to store for use in times of emergency. This new intake could also provide backup support to the Ranney Collector for annual maintenance or other outages.

The table below (Table 3.3.2-1) summarizes the preliminary cost estimate for this alternative, based on the information that we currently have.

**Table 3.3.2-1 – Preliminary cost estimate for new intake station at old intake station site**

New Intake Station at Existing "Tide Rock"					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
1	Mobilization, Overhead, Bonds	ls	15%	\$ 142,500	\$ 142,500
2	Demolition of Abandoned Intake Station	ls	5%	\$ 47,500	\$ 47,500
3	Intake Building (Stairs, Roof, etc.)	ls	1	\$ 150,000	\$ 150,000
4	7' Steel Caisson, Perforated	lf	50	\$ 2,000	\$ 100,000
5	Vertical Turbine Pumps	ea	2	\$ 75,000	\$ 150,000
6	Site Piping/Appurtenances	ls	1	\$ 150,000	\$ 150,000
7	Controls/Integration	ls	1	\$ 200,000	\$ 200,000
8	Electrical	ls	1	\$ 150,000	\$ 150,000
9	General Site Work	ls	1	\$ 50,000	\$ 50,000
<b>Construction Cost Subtotal</b>					\$ 1,140,000
Contingency				20%	\$ 228,000
Engineering				20%	\$ 228,000
Environmental Costs				5%	\$ 57,000
Admin./Legal Costs				5%	\$ 57,000
<b>Subtotal</b>					\$ 570,000
<b>Total Project Estimate</b>					<b>\$1,710,000</b>

### **3.4 Water Rights Requirements**

With many of the modifications above, either existing water rights would need to be modified or additional water rights would need to be acquired. GSI Water Solutions, Inc. was used during the preparation of this plan to review and recommend possible options related to the necessary water rights in order to plan for an alternative water supply. The full document is included in the Appendix for reference.

#### **3.4.1 Storage and Surface Water Rights**

In order for the City to properly utilize the expanded Ferry Creek Reservoir, additional water storage rights will need to be obtained. The only alternative to acquiring additional storage rights is to utilize the reservoir for short term storage, which Oregon Water Resources Department (OWRD) refers to as a “bulge in the system.” If the City could use the water placed into the reservoir within a few days (not more than 72 hours), it could divert water from the Chetco River under its existing water rights, and pipe that water to the reservoir.

Since it is expected that the City will store water in the reservoir for periods longer than 72 hours, it would be more beneficial to obtain a brand new storage permit. The permit application process goes through OWRD where they evaluate proposals based on the following criteria:

1. Compliance with the applicable basin program rules or provisions, interstate compacts, and statewide administrative rules.
2. Water availability from the proposed source during the times and in the amounts requested.
3. Injury caused to existing water rights.
4. Significant detrimental impact to existing fishery resources based on information submitted by the Oregon Department of Fish and Wildlife.
5. Consistency with the State Scenic Waterway statutes.

According to some preliminary review from GSI, it would appear that everything is favorable should the City choose to pursue additional storage water rights.

### **3.4.2 Groundwater Rights**

The City currently holds a groundwater right certificate (Certificate 64614) that authorizes the use of up to 6.0 cfs from River Well #1 for municipal purposes. This existing groundwater right can be utilized in a number of ways. It can first be utilized to feed Ferry Creek Reservoir as mentioned above. If used in this way, many of the steps mentioned above regarding additional storage rights should be followed. It was mentioned in Section 3.3 that the City quit using this right due to the saltwater intrusion that threatened the water system many years ago. Beginning to use this right again would require close monitoring and control of this water supply in order to prevent future intrusion and contamination.

Within the GSI water rights document, other options were discussed that include: transferring the water right upstream, transferring the water right away from the Chetco River, or obtaining a new water right altogether.

## **3.5 Existing Water Storage Tanks**

### **3.5.1 Seismic Valving Upgrades**

As a part of the improvements to be undertaken by the City to secure a viable backup water supply, it is recommended that the City take action to preserve and protect existing storage facilities as well. The City of Brookings has in its system eleven (11) treated water storage reservoirs which range in size from approximately 3,000 gallons to 1.6 million gallons. These tanks vary greatly in age, configuration and condition. A detailed description of each of these tanks was provided in the 2014 City of Brookings Water System Master Plan (PACE), but a summary of that information has also been provided in the table below (Table 3.5.1-1).

In order to properly determine the needed improvements for the existing water storage tanks, a detailed seismic analysis of each tank would be required. Before completing such an analysis though, it is possible for the City to implement some basic seismic upgrades on the tanks in order to more immediately accomplish minimum preservation efforts while more detailed analysis and design is still underway. These upgrades would include the installation of seismic valving on each tank, the purpose of which would be to prevent water loss in the event that an earthquake caused the pipes to experience shear failure at their connections. These valving upgrades are estimated to cost approximately \$60,500.

These improvements are recommended as a means of protecting the City's existing water storage facilities until more detailed upgrade alternatives can be evaluated and designed.

**Table 3.5.1-1 - Summary table of existing treated water storage tanks in the City of Brookings**

Tank No.	Name	Capacity (gal)	Construction Date	Material	Location
1	1.5 MG	1,500,000	1975	Welded Steel	271 Marine Drive
2	Seacrest	1,600,000	2010	Bolted glass fused steel	1303.5 Seacrest Lane
3	Old County	200,000	1977	Concrete	16903 Old County Road
4	Pacific View (Marina Heights)	23,000	before 1974	Concrete	16792 Pacific View
5	Tidewater	20,000	"Old"	Concrete	17301 LaBonte Lane
6	Pacific Terrace	158,000	2006	Bolted Steel	1053 Marina Heights Loop
7	Vista Ridge	84,000	2004	Welded Steel	7190.5 Vista Ridge Road
8	Mountain Drive #1	14,600	1992	Bolted Steel	17164 Mountain Drive
9	Mountain Drive #2	13,000	before 1984	Welded Steel	17294 Mountain Drive
10	Mountain Drive #3	13,000	before 1984	Welded Steel	17390 Mountain Drive
11	Mountain Drive #4	3,000	2011	Welded stainless steel	17450 Mountain Drive

### 3.5.2 Seismic Analysis

Completing a seismic analysis of each tank would require that load based structural analysis and site observed visual assessments be performed on all eleven reservoir structures. The findings of this structural evaluation would be transmitted via a Structural Evaluations and Recommendations report, which would include recommendations for improvements that should be completed to preserve the tanks in an earthquake event.

The process for completing this seismic analysis would begin with site visits to all eleven storage tanks where critical site and structural information would be collected and documented. Then, this site-acquired data would be compared to existing construction and historic report documentation of the tanks. From there, a full, mathematical, structural analysis would be performed for gravity and seismic loading, which would allow each reservoir’s seismic performance to be evaluated. Based on this evaluation, preliminary reservoir upgrade alternatives would be considered, along with their associated costs. The findings and recommendations generated from this analysis would be presented to the City in a report.

The estimated cost for completing the seismic analysis services discussed above is \$70,000 using assumed geotechnical site criteria. This section addresses only the need for seismic analysis, the results of which would enable the City to more accurately consider what upgrades to enact on its existing structures. Should upgrade designs be initiated in the future, formal geotechnical site evaluation would need to be performed for each tank site prior to the finalization of structural upgrade designs.

As a part of this Redundant Water Supply Plan, we recommend that all of the City’s water storage tanks undergo seismic design review and eventual seismic retrofitting to ensure the City has access to potable water in the event of an earthquake.



**Section 4**

# 4.0 Recommended Redundant Water Supply Capital Improvement Plan

## 4.1 Capital Improvement Plan Purpose and Need

This section summarizes the water system capital improvements recommended for resolving the vulnerability of the City’s water supply, as determined by the detailed analyses included in this Redundant Water Supply Plan. The Capital Improvement Plan (CIP) consists of a variety of projects designed to enable the City to properly serve the community’s needs and prepare for emergencies.

The water system CIP is used to help establish funding needs, and to plan for and prioritize various project needs. The CIP can change over time as projects are completed and/or new unforeseen needs arise.

## 4.2 Capital Improvement Plan Projects

### 4.2.1 CIP Summary

Based on the alternatives developed in Section 3.0, a Capital Improvement Plan has been assembled that is comprised of recommended projects that the City of Brookings should undertake to establish an alternative water supply system. This list does not include projects to maintain or upgrade the existing water system, but is focused solely on creating a backup reserve for emergencies, as described in Section 2.1. The various capital improvement projects recommended from this Redundant Water Supply Plan are summarized below (Table 4.2.1-1).

**Table 4.2.1-1 - List of projects recommended to be included in the Capital Improvement Plan (CIP)**

Recommended Capital Improvement Plan (CIP)		
Project No.	Project Name	Project Estimate
Ferry Creek Reservoir		
1	Increase Reservoir Capacity (nine feet at crest)	\$ 3,042,039
Transmission & Distribution Piping		
2	Transmission Piping between WTP and Ferry Creek Reservoir	\$ 2,535,778
Station Reconstruction		
3	New Intake Station at existing "Tide Rock" location	\$ 1,710,000
Harbor Water District Connection		
4	Emergency Intertie to HWD (Directional Boring)	\$ 1,178,358
Upgrade to Existing Storage Tanks		
5	Seismic Valving Retrofit of Existing Storage Tanks (11 Tanks)	\$ 60,500
6	Seismic Analysis of Existing Storage Tanks (11 Tanks)	\$ 70,000
<b>Total</b>		<b>\$ 8,596,675</b>

By reconstructing the “Tide Rock” intake station, the City will be able to resume use of the existing water rights already in place at that location. Furthermore, by drawing water from the Tide Rock station to fill



Ferry Creek Reservoir, instead of from the Ranney Collector intake, the City will be able continue to devote the entire supply from the Ranney Collector to meeting the community’s ongoing water demand.

A dedicated transmission line between the Tide Rock intake and Ferry Creek Reservoir will require close monitoring in order to make sure that withdrawals from this intake station occur only during times when salt water intrusion is impossible, but the implementation of this independent system will allow the City to be prepared to meet demand if the Ranney Collector intake station is ever compromised.

**4.2.2 CIP Priorities**

The cost for the recommended water system improvements is great, so there may be reason to prioritize the improvements or take on projects in phases. It should be noted that the recommended improvements are highly interconnected, such that some projects may not produce any increased functionality in the water system without the completion of others on the list as well. Nevertheless, the following table, Table 4.2.2-1, outlines one approach for implementing the CIP list.

**Table 4.2.2-1 - CIP Priority List for the City of Brookings**

Project No.	Project Name	Project Estimate
1	Increase Reservoir Capacity (nine feet at crest)	\$ 3,042,039
3	New Intake Station at existing "Tide Rock" location	\$ 1,710,000
2	Transmission Piping (between WTP & Ferry Creek)	\$ 2,535,778
4	Emergency Intertie to HWD (Directional Boring)	\$ 1,178,358
5	Seismic Valving Retrofit of Existing Storage Tanks (11 Tanks)	\$ 60,500
6	Seismic Analysis of Existing Storage Tanks (11 Tanks)	\$ 70,000
<b>Total</b>		<b>\$ 8,596,675</b>

In this table, projects have been ordered based on their geographic proximity to the City, with improvements to tanks, reservoirs, and intakes being completed prior to the construction of pipeline flowing into and out of those locations. The exception to this rule is the Emergency Intertie project for connecting the Brookings water supply to HWD. This intertie could be completed in a variety of locations, but currently it is being considered near the Hwy 101 Bridge. The seismic retrofit of the City’s existing storage tanks is given the least priority in the CIP list, but it may be completed at any time according to the City’s needs and as funding allows.

The prioritization listed above is only a recommendation meant to act as a guide in assisting the City to carry out these improvements in a very methodical and logical order. It is possible to break these projects up into phases if the City should wish to do so. The City should classify the projects into their own list of priorities as City resources become available or as needs dictate. No prior approval is needed from the State or regulating authorities to re-order these projects, or to eliminate projects as the City sees fit. For example, if the City wishes to complete the emergency intertie project with the HWD first, it would be prudent for the City to do that. Also, as explained in Section 3.1.4, potential savings could be available in the Transmission Piping project if the City chose to consolidate the supply and return pipes into a single pipe. The City should carefully consider such options and alternatives prior to commencing final design.

**4.2.3 CIP Updates**

Periodically, the Capital Improvement Plan should be updated and evaluated. It is suggested that every three to five years the CIP be evaluated and modified as necessary to reflect current development trends,

system needs, and prior accomplishments. The City may modify the CIP at any time under ORS 223.309(2).

Appendix A: GSI Water Solutions Water Rights Analysis



June 9, 2015

TO: Quinn Dance, Civil West Engineering Services, Inc.

FROM: Kimberly Grigsby, GSI Water Solutions, Inc.  
Adam Sussman, GSI Water Solutions, Inc.

SUBJECT: Water supply redundancy options for the City of Brookings

You have requested GSI Water Solutions, Inc. (GSI) to conduct a brief water rights analysis of water supply redundancy options for the City of Brookings (City). In particular, you have asked us to evaluate opportunities, from a water rights perspective, for the City to expand the capacity and store additional water in Ferry Creek Reservoir, and to obtain groundwater from new water supply wells. The following memorandum briefly summarizes the water rights considerations for both of these opportunities to obtain additional water supply.

### **A. Storing Additional Water in an Expanded Ferry Creek Reservoir**

The City currently holds a water right certificate (Certificate 46860) that authorizes the storage of up to 167.4 acre-feet of water from Ferry Creek in Ferry Creek Reservoir. The City also holds a water right (Certificate 46861) to use the 167.4 acre-feet of stored water for municipal purposes. We understand that the City is considering the opportunity to expand the current capacity of Ferry Creek Reservoir, and to divert water from the Chetco River to be stored in the expanded reservoir.

To implement this approach, the City could apply for a new water right authorizing the storage of the additional amount of water, or potentially use an existing water right to obtain water that would be put into the expanded reservoir.

#### **1. Use an Existing Water Right (“Bulge in the System”)**

Although the Oregon Water Resources Department (OWRD) typically requires a storage water right to store water in a reservoir, the agency does allow water that is appropriated under an existing water right to be stored, without a storage water right, for a limited period of time. (This time period is not identified in rule but is understood to be in the range of not more than 72 hours). This short-term storage is referred to as a “bulge in the system.”

If the City could use the water placed into the reservoir within a few days, it could divert water from the Chetco River under its existing water rights, and pipe that water to the reservoir.

A second (theoretical) alternative exists for using the City's existing water rights to fill an expanded reservoir. The City could potentially "transfer" (change) one of its existing water rights to allow the storage of that water. For example, the City could transfer Certificate 64614 (for the use of up to 6.0 cfs from River Well #1 for municipal purposes) to authorize the storage of water in the reservoir at the same rate. However, to our knowledge OWRD has never approved a transfer that changed a groundwater right into a storage water right.

## **2. Obtain a New Storage Permit**

If the City intended to store water for periods of time longer than a few days, it would need to apply for and obtain a new storage permit that would authorize the diversion of water from the Chetco River for storage in the expanded reservoir. OWRD reviews permit application to determine if: 1) the proposed use is prohibited by law because the water source has been withdrawn from appropriation; 2) water is available; 3) the proposed use would cause injury to existing water rights; 4) the use is allowed in the applicable basin program rules; and 5) the proposed use is consistent with other rules of the Oregon Water Resources Commission. If OWRD determines that each criteria is favorably met, the agency can approve the application.

We have evaluated the City's opportunity to obtain a permit for the storage of water from the Chetco River consistent with OWRD's review process as follows: 1) the water from the Chetco River has not been withdrawn from appropriation; 2) water is available for a new storage water right from the Chetco River from November through June; 3) the City's storage of water would not injure existing water rights; 4) Nothing in the South-Coast basin program rules would preclude issuance of a water right for an expanded storage project; and 5) a new storage permit would likely be conditioned to protect species listed under the state and federal endangered species acts based on recommendations from the Oregon Department of Fish and Wildlife (ODFW) and the Department of Environmental Quality (DEQ). In sum, the elements of OWRD's permit application review criteria appear to be favorable, but it is not currently known what conditions might be placed on a new storage permit from the Chetco River. Additional research would be needed to determine what conditions might be required by ODFW and DEQ.

Once the City had obtained a new storage permit, it would need to obtain a new "secondary" water right that authorized the use of water for municipal purposes. The process to obtain a "secondary" water right is typically relatively simple. OWRD would review an application for such a right using the criteria described above for a storage right. Based on the information available, we do not see a reason why OWRD would not issue a new "secondary" permit for the use of additional water stored in the Ferry Creek Reservoir for municipal purposes.

## **3. Obtain a New Storage Water Right and Use an Existing Water Right**

A final option related to an expanded reservoir would be for the City to combine the two options described above. The City could obtain a new storage permit that authorized the storage of water from November through June. After June 30, the City could appropriate water from River Well #1 and store the water for short periods of time by using the expanded reservoir as a bulge in the system. This could allow the City to maintain reservoir levels during the summer months.

## **B. Obtain Access to Groundwater Supply**

As an alternative to storing additional water in Ferry Creek Reservoir, the City could obtain access to groundwater to provide a redundant water supply. OWRD would require the City to have a groundwater right authorizing the use of groundwater for municipal purposes. The City could either use groundwater under its existing groundwater right, or could apply for a new groundwater right.

### **1. Transfer the City's Existing Groundwater Right**

The City currently holds a groundwater right certificate (Certificate 64614) that authorizes the use of water from River Well #1 at a rate of up to 6.0 cfs for municipal purposes. Certificate 64614 has a priority date of August 14, 1972. According to the map for this water right, Well #1 is located immediately adjacent to the Chetco River, at the top bank vegetation line.

We understand there are concerns about salt water intrusion at the current well location. The City would, therefore, likely want to appropriate groundwater from a different location. It is unlikely that the City would want to appropriate groundwater at a downstream location due to increased likelihood of problems with salt water. The City could appropriate groundwater at an upstream location, but the strong hydraulic connection between Well #1 and the Chetco River could make this problematic. As a final alternative, the City could appropriate groundwater further away from the river, but this is expected to significantly reduce the quantity of water available under the water right. The latter two options are described in more detail below. In either case, Certificate 64614 would need to be “transferred” (changed) to authorize the new well location.

OWRD reviews transfer applications to determine whether the proposed change would cause “enlargement” (expansion) of the right or “injury” to existing water rights (prevent other water rights from receiving the water to which they are entitled). OWRD provides public notice of proposed transfers and allows third parties to file protests, but only on the grounds that the requested change will cause injury.

a. Transfer to an upstream location. If the City wanted to move Certificate 64614 to a location upstream, it would need to file a transfer application. If the City wanted to move the water right to its Ranney Collector Well, the first step would be to receive confirmation that OWRD considers it to be a well, even though the City's water rights at that location are surface water (rather than groundwater) rights. As part of its review of a transfer application, OWRD determines whether the requested change would cause “injury” to other water rights, including instream water rights. Instream water right certificate 73087 protects water instream in the Chetco River at rates between 101 and 595 cfs from river mile 5.4 to the mouth, and has a priority date of November 8, 1990. A review of gage data shows that this instream water right is routinely not met from June through October.

Moving Certificate 64614 upstream would likely reduce the stream flows for a greater portion of the instream water right's reach due to the following factors: 1) the City's water right is “senior” to (has an earlier priority date than) the instream water right; 2) the Ranney Collector Well has close hydraulic connection to the river; and 3) the instream water right is routinely not met. As a

result, OWRD would likely determine that moving the authorized point of appropriation (well) for Certificate 64614 upstream to a location with hydraulic connection with the Chetco River would cause injury to the instream water right. OWRD would likely deny the transfer application if the City could not mitigate for the impact to the instream water right. A possible method for providing mitigation would be to reduce the water right's maximum authorized rate. Additional evaluation, however, would be required to determine available opportunities to provide mitigation for the anticipated injury determination.

b. Transfer to a location further away from the Chetco River. The City could also move the point of appropriation for Certificate 64614 further away from the river. This could eliminate concerns about injury to the instream water right. Such a move could also reduce the amount of water available for appropriation. As with other transfers, OWRD would review the application to determine whether it would cause injury. So long as the new well was not located near existing wells, it is unlikely that the agency would find injury.

## **2. Obtain a new Groundwater Right**

As a final alternative, the City could obtain a new groundwater right authorizing the use of groundwater from a new well. The new well would need to be strategically located from surface water to avoid permitting problems associated with hydraulic connection to surface water. OWRD would review a groundwater permit application using criteria similar to those described above for a new storage water right. Our evaluation of the City's opportunity to obtain a groundwater permit is summarized as follows: 1) the groundwater has not been withdrawn from appropriation; 2) groundwater is likely available for a new permit, depending on the rate of appropriation proposed; 3) the City's use of groundwater would not injure existing water rights (assuming the well was located strategically); 4) Nothing in the South-Coast basin program rules would preclude issuance of a new groundwater right; and 5) the use would be expected to be consistent with the rules of the Water Resources Commission (assuming the well is more than a mile from a surface water source). In sum, the City could likely obtain a new groundwater permit. The amount of groundwater in the area is generally limited and additional investigation would be required to determine whether sufficient supply could likely be obtained to meet the City's needs.

## **C. Conclusion**

Several opportunities exist (from a water rights perspective) for the City to obtain a redundant source of water supply.

The City could likely obtain new water rights that would authorize the storage of water from the Chetco River in an enlarged reservoir during the winter months and the use of the stored water for municipal purposes. The City could also use its existing groundwater right (Certificate 64614) to appropriate water and store it in the reservoir for short periods of time as a "bulge in the system."

The City would likely be able to move its existing groundwater right Certificate 64614 away from the river or to obtain a new water right from a well that is strategically located to avoid hydraulic connection with a surface water source. The City could also move Certificate 64614



upstream to the Ranney Collector Well, but additional investigations would be required to confirm that OWRD would consider the Ranney Collector to be a well, and to determine how to mitigate for an anticipated finding of injury caused by the change.

Appendix B: Ferry Creek Watershed Peak Discharge Report

PEAK DISCHARGES FOR SELECTED FREQUENCIES

Report prepared for: auto-delineation

Time: 11:43 AM

Date: 2/6/2015

Watershed Name: FERRY CR

PEAK DISCHARGE CALCULATION BY PREDICTION EQUATION

Peak discharges for the ungaged watershed have been determined from a set of hydrologic prediction equations derived using generalized least squares. The models relate peak discharges to physical watershed characteristics such as area and precipitation. The equations take this form:

$$Q(T) = (10.0^{C0(T)}) * (CHR1^{C1(T)}) * \dots * (CHRn^{Cn(T)})$$

- Q(T) = Peak Discharge for Return Period T
- Cx(T) = Coefficient x for Return Period T
- CHR1 = The First Watershed Characteristic
- CHRn = The nth Watershed Characteristic

Note: \* = multiplication, ^ = exponentiation

For this ungaged watershed, peak discharges were estimated using prediction equations for this flood region:

COASTAL WATERSHEDS

Prediction Equation for Coastal Watersheds

$$Q(T) = (10.0^{C0(T)}) * (X1^{C1(T)}) * (X2^{C2(T)}) * (X3^{C3(T)}) * (X4^{C4(T)}) * (X5^{C5(T)})$$

- Q(T) = Peak Discharge for Return Period T
- Cx(T) = Coefficient x for Return Period T
- X1 = Drainage Area (square miles)
- X2 = Precip Intensity 2-yr 1-day (inches)
- X3 = Soils Mean Permeability (inches per hour)
- X4 = Mean January Max Temp (degrees Fahrenheit)
- X5 = Soils Storage Capacity (inches)

Note: \* = multiplication, ^ = exponentiation

Prediction Equation Coefficients

Return Period	Coefficients					
T	C0(T)	C1(T)	C2(T)	C3(T)	C4(T)	C5(T)
2	-1.296e+00	9.489e-01	1.360e+00	-1.576e-01	1.280e+00	-4.421e-01
5	-1.881e+00	9.385e-01	1.272e+00	-2.234e-01	1.738e+00	-5.026e-01
10	-2.095e+00	9.324e-01	1.226e+00	-2.552e-01	1.926e+00	-5.267e-01
20	-2.248e+00	9.273e-01	1.190e+00	-2.812e-01	2.069e+00	-5.438e-01
25	-2.291e+00	9.258e-01	1.179e+00	-2.888e-01	2.109e+00	-5.484e-01
50	-2.410e+00	9.215e-01	1.151e+00	-3.111e-01	2.223e+00	-5.605e-01
100	-2.516e+00	9.176e-01	1.126e+00	-3.319e-01	2.325e+00	-5.701e-01
500	-2.723e+00	9.099e-01	1.078e+00	-3.770e-01	2.527e+00	-5.855e-01

Required Watershed Characteristics

Drainage Area (square miles) 0.507

Precip Intensity 2-yr 1-day	(inches )	3.970
Soils Mean Permeability	(inches per hour )	1.060
Mean January Max Temp	(degrees Fahrenheit )	53.300
Soils Storage Capacity	(inches )	0.204

-----

Selected Watershed Characteristics

-----

Drainage Area	(square miles )	0.507
Maximum Relief	(feet )	1020.000
Mean Slope	(degrees )	21.000
Average Aspect	(degrees )	186.000
Mean Elevation	(feet )	848.000
Precip Intensity 2-yr 1-day	(inches )	3.970
Mean January Precip	(inches )	12.900
Mean July Precip	(inches )	0.521
Mean Annual Snow Fall	(inches )	0.000
Mean January Min Temp	(degrees Fahrenheit )	40.800
Mean July Min Temp	(degrees Fahrenheit )	52.500
Mean January Max Temp	(degrees Fahrenheit )	53.300
Mean July Max Temp	(degrees Fahrenheit )	69.600
Soils Storage Capacity	(inches )	0.204
Soils Mean Permeability	(inches per hour )	1.060
Soils Depth to Bedrock	(inches )	49.500

-----

PEAK DISCHARGE ESTIMATES BASED ON PREDICTION EQUATIONS

-----				
Return	Peak	95% Confidence		
Period	Flow	Lower	Upper	
		Limit	Limit	
years	cfs	cfs	cfs	
-----				
2	56.2	32.8	96.1	
5	88.3	53.1	147	
10	112	66.7	187	
20	135	79.4	230	
25	143	83.6	245	
50	168	96.0	293	
100	194	107	349	
500	258	134	498	
-----				

REFERENCES

- Cooper, R.M., Estimation of peak discharges for rural, unregulated streams in western Oregon: U.S. Geological Survey Scientific Investigations Report 2005-5116, 134 p.
- Cooper, R.M., Estimation of peak discharges for rural, unregulated streams in eastern Oregon: Oregon Water Resources Department Open File Report SW 06-00, 150 p.
- Thomas, B.E., Hjalmarson, H.W., and Waltemeyer, S.D., 1993, Methods for estimating magnitude and frequency of floods in the Southwestern United States: U.S. Geological Survey Open-File Report 93-419, 211 p.
- Harris, D.D., Hubbard, L.E. and Hubbard, L.E., 1979, Magnitude and frequency of floods in western Oregon: U.S. Geological Survey Open-File Report, 79-553, 29 p.
- Harris, D.D., and Hubbard, L.E., 1982. Magnitude and frequency of floods in eastern Oregon: U.S. Geological Survey Water Resources Investigations Report 82-4078, 39 p.

- Sumioka, S.S., Kresch, D.L., and Kasnick, K.D., 1997, Magnitude and Frequency of floods in Washington: U.S. Geological Survey Water Resources Investigations Report 97-4277, 91 p.
- Interagency Advisory Committee on Water Data, 1982, Guidelines for determining flood flow frequency: Bulletin 17B of the Hydrology Subcommittee, Office of Water Data Coordination, U.S. Geological Survey, Reston, Virginia, 28 p.
- Riggs, H.C., 1973, Regional analysis of streamflow characteristics: U.S. Geological Survey Techniques of Water Resources Investigations, book 4, chapter B3, 15 p.
- Tasker, G.D., and Stedinger, J.R., 1989, An operational GLS model for hydrologic regression: Journal of Hydrology, v. 111, p. 361-375
- Wiley, J.B., Atkins, Jr., J.T., and Tasker, G.D., 2000 Magnitude and frequency of peak discharges for rural, unregulated streams in West Virginia: U.S. Geological Survey Water-Resources Investigations Report 00-4080, 93 p.

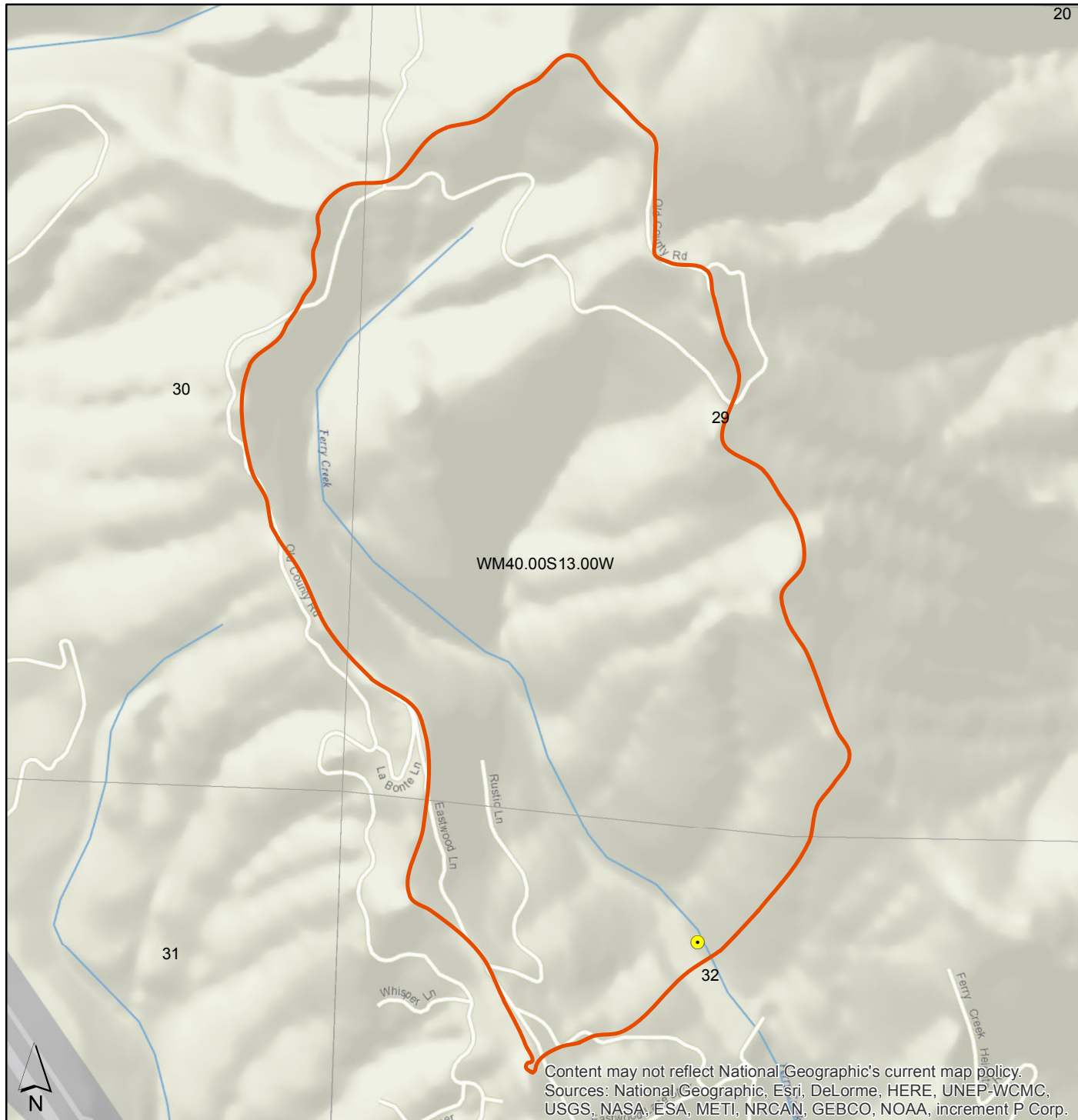
# Peak Discharge Estimation

Oregon Water Resources Department

Date: February 6, 2015



20



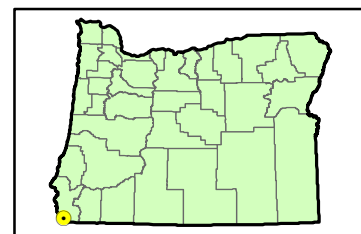
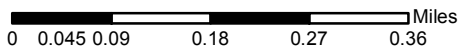
Content may not reflect National Geographic's current map policy.  
Sources: National Geographic, Esri, DeLorme, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

### Disclaimer:

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

### Legend

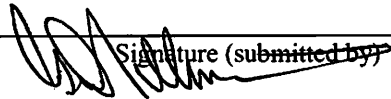
- Pour Point
- Watershed



**CITY OF BROOKINGS**  
**COUNCIL AGENDA REPORT**

Meeting Date: September 14, 2015

Originating Dept: City Manager

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

---

Subject: Transient Occupancy Tax Funding for Southern Oregon Coast Home School Conference

Recommended Motion:

Motion to authorize the City Manager to execute an agreement with Wild Rivers Home School Group and allocate \$1,000 in transient occupancy tax revenue for the Southern Oregon Coast Home School Conference.

Financial Impact:

Use of \$1,000 in Transient Occupancy Tax funding allocated for tourism promotion.

Background/Discussion:

Linda Schreiber, representing the Wild Rivers Home School Group, requested \$1,000 in Transient Occupancy Tax funding to help fund a proposed Southern Oregon Coast Home School Conference in Brookings planned for October 9-10, 2015, at the Nazarene Church. According to Schreiber, there are about 65 families with three or more children in the greater Brookings Harbor area who participate in home schooling. These local residents will be invited to participate in the conference, as will other home school families in the region from Bandon to Eureka. The estimated cost of the event is \$1,525, including \$1,350 in advertising, and estimated revenues are \$500-600. The Tourism Promotion Advisory Committee recommended unanimously that the City Council approve the funding request. TPAC feels that this is a good example of small conferences that can attract overnight visitors.

Attachment(s):

- a. Proposal from Wild Rivers Home School Group.



**Southern Oregon Coast Home School Conference**

**“Home Schooling with a Purpose and a Plan”**

**Hosted by OceaNetwork Christian Home School Support Network of Oregon**

**October 9<sup>th</sup> and 10<sup>th</sup> will be our 1<sup>st</sup> annual home school conference on the Southern Oregon Coast in Brookings. Very few home school conferences are offered outside of the large communities of Oregon and Northern California, so we are very excited to provide this opportunity. We will be advertising to the home school communities as far east as Medford area; north to Bandon area; south to Eureka area.**

**The conference will open on Friday evening for the leaders of the various home school groups in these communities. This will be a support/discussion/problem solving time for them.**

**The conference will be open to the general public on Saturday, October 10, from 8:30am – 4:00pm. The topics covered at this conference include: Legalities of home schooling in Oregon; Choosing Curriculum; Tips for Success in home schoolings; and Home Schooling through High School. Our speakers will be a number of seasoned, veteran home school couples from OceaNetwork. The cost of the event is \$10.00 for an individual and the spouse is FREE.**

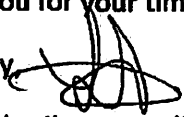
**This conference provides answers to those investigating the option of home schooling and support to those who have made that choice to home school. The conference also introduces individuals to the community wide and state wide support groups.**

**The event will utilize the Brookings Nazarene Church Facility. We will be providing lodging for 3 families traveling to speak at the conference at either local hotels or B&Bs. We anticipate a number of others will secure lodging locally since part of the event is Friday evening and the Saturday event starts so early. Meals will NOT be served at the Nazarene, so the local restaurants will be patronized by attendees.**

**We feel that this is a much needed event to our Southern Oregon Coast. The conference is expected to draw up to 250 participants, with a majority coming from outside Brookings/Harbor. Our promotion budget is limited, and so we are requesting funding of \$1000.00 from the tourism fund. We would like to see this event grow in future years to include home school vendors, and/or used curriculum trade/sell; and additional speakers from around the state. The potential is there, and we feel that it soon could become a regularly scheduled “holiday weekend” for Southern Oregon/Northern CA home school families.**

**Thank you for your time and consideration.**

**Sincerely,**



**Linda Schreiber, coordinator of this conference**

**541-469-9850**

Event Title: So. OR Coast Home School Conference Amount Requested \$ 1000<sup>00</sup>  
 Event Description: 1 day conference presented by Ocean Network, State Support group, to encourage & educate home school option.  
 Event Date/s: Oct 9 - Leaders Night / Oct 10 - conference) 8<sup>30</sup> - 4 pm  
 Location: Brookings Nazarene Church Location secured? Yes  No   
 Event Goals: Educate & Encourage those involved in or interested in home schooling.

Please explain how this event will be sustained after the first year: anticipate growth in attendance & in what conference offers in future - such as vendor fees.

Sponsors/Investors: Ed + Linda Schreiber (local sponsor & coordinator of event) Ocean Network (state support group)

**Budget**

Income		Expenses	
Fees Collected	\$	Facility/Venue Costs	\$ 75 <sup>00</sup> 75 <sup>00</sup>
Admissions	\$ 10 <sup>00</sup> /couple 500-600	Insurance	\$
Concessions	\$	Advertising	\$ 1350 <sup>00</sup> 1350 <sup>00</sup>
	\$	Supplies	\$ 100 <sup>00</sup> 100 <sup>00</sup>
	\$		\$
	\$		\$
<b>TOTAL</b>	\$ 500-600 <sup>00</sup>	<b>TOTAL</b>	\$ 1525 <sup>00</sup> 1525 <sup>00</sup>

Methodology for evaluating events success in terms of bringing visitors to the Brookings area: sign in/registration details.

Note: All speakers at conference this year from out of town. 2 nights hotel for 3 families. Some likely each year.

Contact Person: Linda Schreiber Phone: 541-469-9850

Organization: Wild Rivers Home School Group Address: PO Box 1945, Brookings OR 97415  
Ocean Networks If more space is required please attach additional pages  
State support group

**Southern Oregon Coast  
Home School  
Conference**



**“HOME SCHOOLING WITH A PURPOSE & A PLAN”**

**Mark your calendars!**

**October 10, 2015**

**8:30 am – 4pm**

**Brookings Harbor Nazarene Church**

**1600 Chetco Ave, Brookings**



**Topics:**

- ↓ Legal points of home school
- ↓ Tips for Success
- ↓ Choosing Curriculum
- ↓ A Father's Role
- ↓ Home Schooling through High School

**Cost: \$10.00 individual/ spouse is FREE**



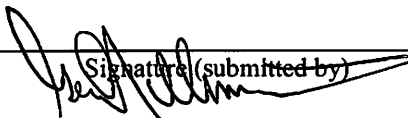
**Hosted by:**

*Contact: Linda Schreiber at 541-469-9850 to register today!*

**CITY OF BROOKINGS**  
**COUNCIL AGENDA REPORT**

Meeting Date: September 14, 2015

Originating Dept: City Manager

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

---

---

Subject: American Road Magazine Advertising

Recommended Motion:

Motion to allocate \$862 in Transient Occupancy Tax revenues to purchase advertising in American Road Magazine and direct City Manager to work with magazine staff in the design and placement of the advertisement.

Financial Impact:

Use of \$862 in tourism promotion funding for purchase of magazine advertising.

Background/Discussion:

The Tourism Promotion Advisory Committee has recommended an expenditure of \$862 to purchase an advertisement in the winter beach edition of American Road Magazine. No recommendation was made on who will work with the magazine to make design and placement decisions.

Attachment(s):

- a. Proposal from American Road Magazine

**Gary Milliman**

---

**From:** Mark Dennett  
**Sent:** Tuesday, July 28, 2015 10:43 AM  
**To:** SELECTED LIST  
**Cc:** MEDIA - American Road (Becky Repp)  
**Subject:** Join other Oregon Beach Communities and Hotels/Resorts in this Cooperative Ad Opportunity - Mark Dennett  
**Attachments:** 2015 - Oregon Road Adventures - American Road Mag Co-op Factsheet (July 20, 2015).pdf

Good Morning Everyone,

I am still working with Becky Repp pulling together a full page ad in the winter "beach" edition of **American Road Magazine**. I am sure the issue will be filled with pitches for Texas, Florida and Southern US beach destinations. But having recently returned from visiting those areas, I can tell you first hand, **Oregon Beaches are FAR SUPERIOR! Better access, far more beautiful, and far less people. And for most American Road Magazine readers, we are a better and more scenic road trip!**

Remember, you get all the benefits of being an individual advertiser (leads, online tour itinerary, social media campaign), but you are part of a **PAGE DOMINANT AD for just \$862. We have 3 spots left.**

Hope you will join in this program, so we can highlight the ENTIRE OREGON COAST!

Email or call me if you have any questions.

Mark Dennett  
**DENNETT CONSULTING GROUP**  
*Cooperative Marketing Campaigns that Work for All.*  
541-488-4925 / [Mark@Dennettgroup.com](mailto:Mark@Dennettgroup.com)

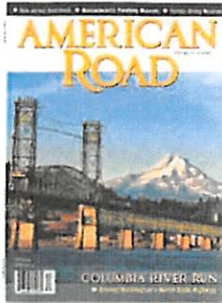
**[PowershiftMarketing Book](#) / [PowershiftMarketing Blog](#)**



DENNETT CONSULTING GROUP

## 2015-16 OREGON ROAD ADVENTURES DCG 2-15 AMERICAN ROAD MAGAZINE COOPERATIVES

American Road Magazine is one of those hidden gems for reaching consumers that love road trips, and the numbers prove it:



100% of their 70,000 readers take a vacation trip every year.

52% take 7+ vacation trips every year!

78% of readers are baby-boomers and seniors

45% have incomes of \$75,000+

This unique heritage tourism magazine has been one of Travel Southern Oregon's top cooperative programs and lead generators for years. Plus they have an outstanding social media program that will make your social media efforts grow.



**OREGON ROAD ADVENTURES CAMPAIGN** – You will be one of four businesses featured in a full-page color ad, with a supporting social media campaign with your own online tour itinerary (map) to promote a road trip to your special part of Oregon. Ad production is included in the cost.

**SUMMER 2015 – SOLD OUT (AD SHOWN TO THE RIGHT)**

**AUTUMN 2016 – FOUR SPACES AVAILABLE – CLOSES AUG 1, 2015**

**WINTER 2015 – THREE SPACES AVAILABLE – CLOSES OCT 15, 2015**

**SPRING 2016 – TWO SPACES AVAILABLE – CLOSES FEB 1, 2016**

### OREGON ROAD ADVENTURES PRINT AND ONLINE

- ✓ Exposure in a full page color ad – Ad Production Included. You will be one of four businesses featured in a page dominant ad.
- ✓ Your online tour itinerary (PDF) on the American Road website for THREE MONTHS. Promoting 24/7 a road trip to your special part of Oregon!
- ✓ A multi-month social media campaign with detail monthly reports from American Road. To drive people to your itinerary and website.
- ✓ Monthly leads from American Road for to follow up. Past partners have report more than 10,000 leads (clicks, downloads, leads) from American Road.

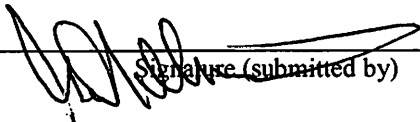
**YOUR COST: \$862**

TO SIGN UP OR ASK QUESTIONS – JUST EMAIL MARK DENNETT: [Mark@dennettgroup.com](mailto:Mark@dennettgroup.com)

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: September 14, 2015

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

Originating Dept: City Manager

---

---

Subject: Cable Television Franchise Agreement with Falcon Telecable dba Charter Communications

Recommended Motion:

Motion to authorize City Manager to execute Cable Television Franchise Agreement between City of Brookings and Falcon Telecable dba Charter Communications.

Financial Impact:

City will continue to receive franchise fee of 5.0 per cent; currently approximately \$67,453 annually; and \$6,210 annually in PEG capital equipment revenues.

Background/Discussion:

The City's franchise agreement with Charter Communications, now doing business in the City as Falcon Telecable, expired in August 2010 and was extended periodically while renewal negotiations continued until August 2014, at which time the agreement expired. Falcon has been operating without an agreement since that time, but has continued to pay franchise fees. Cities and counties typically authorize cable television companies to operate on the public right of way like electric utilities as they typically co-locate utility poles and underground facilities.

Over the years local government authority to regulate cable television has diminished as the federal government has deregulated the cable industry. City authority is now relegated primarily to enforcing street repair standards and requiring the cable operator to support providing a limited amount of "public, education and government" (PEG) programming.

The proposed franchise is for a period of 10 years. Key elements of the agreement are:

- Establishes standards for the restoration of public rights of way, tree trimming, requires uninterrupted service, and requires extension of service to all areas within the City.
- Sets safety standards, such as requirements for standby power and having an Emergency Alert Capability.
- Requires Falcon to provide one PEG channel, and to provide funding to the City for PEG capital equipment by levying a \$0.50 per customer per month surcharge (no change from current rate). Requires Falcon to provide a second channel if the original channel is occupied by programming 70 per cent of the time between the hours of 11:00 a.m. and 11:00 p.m. with "new" programming.
- Requires Falcon to provide and maintain two access points for live programming to the PEG channel, one at the City Hall and one at the Emergency Operating Center.



- Requires the payment of a 5.0 per cent franchise fee by Falcon.
- Provides access to Falcon's books for audit purposes.
- Requires that, if the City enters into an agreement with another cable operator and that agreement includes terms that are more favorable than terms under this agreement, the terms of the new operator agreement shall also apply to Falcon.
- Falcon will waive the monthly service fee for cable service connections, one at City Hall and one at the EOC.

Attachment(s):

- a. Cable Television Franchise Agreement between City of Brookings and Falcon Telecable dba Charter Communications.

**CABLE TELEVISION  
FRANCHISE AGREEMENT**  
between  
**CITY OF BROOKINGS, OREGON**  
and  
**Falcon Telecable, a California Limited Partnership, , d.b.a.  
Charter Communications**

**TABLE OF CONTENTS**

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>5</b>
1.1	“Affiliate” .....	5
1.2	“Cable Service” .....	5
1.3	“Cable Communications System” or “Cable System” or “System” .....	5
1.4	“FCC” .....	6
1.5	“Franchise” or “Franchise Agreement” .....	6
1.6	“Franchise Area” .....	6
1.7	“Grantee” .....	6
1.8	“Grantor” .....	6
1.9	“Gross Revenues” .....	6
1.10	“Headend” .....	6
1.11	“Leased Channel” .....	6
1.12	“Origination Points” .....	7
1.11	“Person” .....	7
1.12	“Police Power” .....	7
1.13	“Resident” .....	7
1.14	“Section” .....	7

1.15	“Streets and Public Ways” .....	7
1.16	“Subscriber” .....	7
<b>2.</b>	<b>GRANT OF FRANCHISE .....</b>	<b>7</b>
2.1	Grant.....	7
2.2	Police Powers and Conflicts with Franchise.....	7
2.3	Use of Streets and Public Ways .....	8
2.4	Duration and Effective Date of Franchise.....	8
2.5	Franchise Transfer.....	8
<b>3.</b>	<b>CONSTRUCTION AND SERVICE REQUIREMENTS .....</b>	<b>8</b>
3.1	General .....	8
3.2	Permits and General Obligations.....	9
3.3	Street Improvements, Changes and Widening.....	9
3.4	Relocation for a Third Party.....	9
3.5	Restoration of Public Ways.....	9
3.6	Aerial and Underground Construction. ....	10
3.7	New Development Underground. ....	10
3.8	Annexation.....	10
3.9	Tree Trimming .....	11
3.10	Right of Inspection of Construction.....	11
3.11	Provision of Residential Service .....	11
3.12	Street Vacation and Abandonment.....	12
3.13	Uninterrupted Cable Services.....	12
3.14	Cable Service Continuity .....	12
3.15	Emergency.....	12
<b>4.</b>	<b>SAFETY AND STANDARDS .....</b>	<b>12</b>
4.1	Emergency Alert Capability (EAS).....	12
4.2	Standby Power .....	12
4.3	Technical Standards .....	12
4.4	Remedy for Non-Compliance .....	13

4.5	Safety Standards and Maintenance .....	12
<b>5.</b>	<b>COMMUNITY ACCESS AND LOCAL PROGRAMMING.....</b>	<b>13</b>
5.1	Channel Capacity and Use of (PEG) Access Channels.....	13
5.2	Management and Control of Access Channels.....	13
5.3	Additional Channel .....	13
5.4	Grantee's USE .....	13
5.5	Restrictions.....	14
5.6	Transmission of PEG Channel Programming.....	14
5.7	Capital Support for PEG Access.....	14
5.8	PEG Access Records and Audit .....	14
5.9	Complimentary Cable Service.....	15
5.10	Interconnection.....	15
5.11	Technical Quality.....	15
<b>6.</b>	<b>FRANCHISE REGULATION .....</b>	<b>15</b>
6.1	Intent .....	15
6.2	Rate Regulation.....	15
6.3	Remedy for Franchise Violations.....	15
6.4	Revocation.....	16
6.5	Bonds.....	17
<b>7.</b>	<b>GENERAL FINANCIAL PROVISIONS.....</b>	<b>17</b>
7.1	Franchise Fee .....	17
7.2	Payment of Franchise Fees.....	17
7.3	No waiver .....	18
7.4	Franchise Fee Audit or Review.....	18
<b>8.</b>	<b>INDEMNIFICATION.....</b>	<b>18</b>
<b>9.</b>	<b>INSURANCE .....</b>	<b>18</b>
<b>10.</b>	<b>RIGHTS RESERVED TO GRANTOR AND GRANTEE .....</b>	<b>19</b>
10.1	Grantor Purchase of Cable System.....	19
10.2	Removal of System .....	19

<b>11.</b>	<b>CUSTOMER SERVICE STANDARDS.....</b>	<b>19</b>
11.1	Non-Discrimination.....	19
11.2	Customer Service Standards.....	20
11.3	Subscriber Information.....	20
<b>12.</b>	<b>BOOKS AND RECORDS.....</b>	<b>20</b>
<b>13.</b>	<b>MISCELLANEOUS PROVISIONS.....</b>	<b>20</b>
13.1	Compliance with Laws.....	20
13.2	Severability.....	20
13.3	Captions.....	21
13.4	No Recourse Against the Grantor.....	21
13.5	Non-Enforcement by Grantor.....	21
13.6	Force Majeure.....	21
13.7	Equal Protection.....	21
13.8	Entire Agreement.....	22
13.9	Consistency of Franchise with Cable Act.....	22
13.10	Franchise Review.....	22
13.11	Notice.....	22
13.12	Public Notice.....	23
13.13	No Waiver.....	23

**This Franchise Agreement** is between the City of Brookings, Oregon, hereinafter referred to as the “Grantor” and Falcon Telecable, a California Limited Partnership, locally known as Charter Communications, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this Franchise renewal;

**NOW, THEREFORE**, the Grantor and Grantee agree as follows:

**SECTION 1**  
**Definitions**

For the purposes of this Franchise agreement, the following words, terms, phrases, and their derivations shall have the meanings given herein. Words used in this Franchise which are not defined hereunder but defined in the Cable Communications Policy Act of 1984, as amended by the Cable Communications Policy Act of 1992, and the Telecommunications Act of 1996as amended from time to time (Cable Act), shall have the meaning specified in the Cable Act definition. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

**1.1** **“Affiliate”** means when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

**1.2** **“Cable Service”** means a) the one-way transmission to subscribers of video programming or other programming service; and b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**1.3** **“Cable Communications System” or “Cable System” or “System”** shall have the meaning specified in the definition of "Cable System" in the Cable Act. In every case of its use in this Franchise, unless otherwise specified or made clear by the context, the term shall refer to the

cable system constructed and operated by the Grantee in the City of Brookings, Oregon under this Franchise.

**1.4** “**FCC**” means the Federal Communications Commission.

**1.5** “**Franchise**” or “**Franchise Agreement**” means the authorization granted by this document, or renewal thereof (including renewal of an authorization which has been granted subject to Section 626 of the Cable Act), issued by a franchising authority, whether such authorization is designated as a Franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System.

**1.6** “**Franchise Area**” means the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means.

**1.7** “**Grantee**” means Falcon Telecable, a California Limited Partnership, d.b.a. Charter Communications, (hereafter Grantee), and the lawful successors, transferees, or assignees thereof.

**1.8** “**Grantor**” means the City of Brookings, a political subdivision of the State of Oregon.

**1.9** “**Gross Revenues**” means all amounts, as determined in accordance with generally accepted accounting principles, received by the Grantee or an Affiliate derived from the operation of the Cable System to provide Cable Services within the Franchise Area. Gross Revenues shall include fees charged to Subscribers residing within the Franchise Area for Cable Service such as basic, premium, per-channel or per-program service; franchise fees; installation and reconnection fees; leased channel fees; converter rentals; upgrade, downgrade or other change-in-service fees; advertising; and home shopping commissions. Revenues which are not directly attributable to specific customers, such as advertising revenue and home shopping commissions, shall be allocated to systems and jurisdictions on a per subscriber basis measured in a consistent manner from period to period.

Gross Revenues shall not include (1) any taxes, assessments, or fees on services furnished by the Grantee herein imposed directly upon any Subscriber by the state, local or other governmental unit and collected by the Grantee on behalf of the governmental unit including the FCC user fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any support for Public, Education and Government (PEG) Capital support amounts recovered from Subscribers (as described in Section 5.7).

Gross Revenues shall not be double counted. Revenues of both Grantee and an Affiliate that represent a transfer of funds between the Grantee and the Affiliate, and that would otherwise constitute “Gross Revenues” of both the Grantee and the Affiliate, shall be counted only once for purposes of determining “Gross Revenues.”

**1.10** “**Headend**” means a facility for signal reception and dissemination on a Cable System, including cables, antennas, wires, satellite dishes, monitors, switches, modulators, processors and all other related equipment and facilities.

**1.11** “**Leased Channel**” means any channel or portion of a channel available for programming by persons or entities other than Grantee for a fee or charge, consistent with 47 U.S.C. 532.



**1.12** “Origination Points” means Brookings City Hall, located at 898 Elk Drive, and the Emergency Operating Center, located at 888 Elk Drive in Brookings, Oregon, where Public, Educational or Governmental use programming is transmitted to the Grantee.

**1.13** “Person” means an individual, partnership, association, joint stock company,, trust, corporation, or governmental entity.

**1.14** “Police Power” shall mean the Grantor’s right to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public in connection with the regulation of Grantee and the construction, operation and maintenance of the Grantee’s Cable System.

**1.15** “Resident” means any individual person residing within the Franchise Area.

**1.16** “Section” means any section, subsection or provision of this Franchise agreement, unless otherwise made clear by the context.

**1.17** “Streets” and “Streets and Public Ways” means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the Franchise Area, and any easements, rights of way or other similar means of access to the extent Grantor has the right to allow Grantee to use them.

**1.18** “Subscriber” means any person lawfully receiving Cable Service from the Grantee.

## **SECTION 2** **Grant of Franchise**

**2.1** Grant. This Franchise is subject to the laws of the United States and the State of Oregon, and to the general ordinances of the Grantor whether now existing or hereinafter enacted, as it relates to the Police Power of the Grantor. The City of Brookings, Oregon (hereafter Grantor) hereby grants to Falcon Telecable, a California Limited Partnership, d.b.a. Charter Communications, (hereafter Grantee) a non-exclusive, revocable Franchise for a five (5) year period from and after the effective date hereof, revocable as provided herein, to construct, operate and maintain a Cable System to provide Cable Service within the Franchise Area. This Franchise does not authorize, prohibit or condition the Grantee to use the Streets and Public Ways for any purpose other than to construct, operate and maintain a Cable System to provide Cable Service in the Franchise Area. This Franchise is not a bar to imposition of any lawful conditions on Grantee with respect to telecommunications, whether similar to, different from or the same as the conditions specified herein. Nothing herein shall be interpreted to prevent Grantee from challenging the lawfulness or enforceability of any provisions of applicable law.

**2.2** Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance adopted pursuant to the Police Power. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of it general Police Power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between an explicit mutual promise of this Franchise and a provision

of any Grantor ordinance or regulation, this Franchise shall control. Grantee specifically reserves the right to challenge any terms, conditions or provisions of local law if Grantee believes such are in conflict with its contractual rights under this Franchise, or are not a lawful exercise of the Grantor's Police Power. For purposes of this paragraph, a "conflict" shall exist only to the extent the Grantor ordinance or regulation has the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise

**2.3 Use of Streets and Public Ways.** For the purpose of constructing, operating and maintaining a Cable System in the Franchise Area, the Grantee may erect, install, audit, construct, repair, replace, reconstruct, and retain in, on, over, under, upon, across, and along the public streets and ways within the Franchise Area such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary, convenient and appurtenant to the operation of the Cable System consistent with the requirements of this Franchise.

**2.4 Duration and Effective Date of Franchise.** Except as otherwise provided herein for revocation, the term of this Franchise and all rights, privileges, obligations and restrictions pertaining thereto shall be ten (10) years and shall expire on August 31, 2025. Any renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any successor statute. The Franchise shall take effect and be in full force as of September 30, 2015, provided that Grantor receives acceptance by Grantee as recorded on the signature page of this Agreement.

**2.5 Franchise Transfer.** The Franchise granted hereunder shall not be transferred or assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, and such consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise of Cable System to secure indebtedness. Grantee shall give written notice to Grantor of any transfer to an entity controlling, controlled by, or under common control with the Grantee within thirty (30) days of such transfer. Within thirty (30) days of receiving a complete application for transfer in accordance with the Cable Act and FCC rules, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

In accordance with the Cable Act and FCC rules, the Grantor may condition its consent upon such terms and conditions as it deems appropriate, related to the legal, financial and technical qualifications of the prospective transferee to perform the obligations of the Grantee under this Franchise.

### **SECTION 3** **Construction and Service Requirements**

**3.1 General.** Grantee shall meet or exceed the construction, extension and service requirements set forth in this Franchise agreement. Grantee shall have the right to utilize existing poles, conduits and other facilities of the Grantor whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**3.2 Permits and General Obligations.** Pursuant to local law, the Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, upgrade, rebuild or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Grantor shall cooperate with the Grantee in promptly granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor, pursuant to its Police Power, to the extent permitted by law. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise shall be located in accordance with applicable law and regulations of general applicability and also located so as to minimize the interference with the use of the Streets and Public Ways.

**3.3 Street Improvements, Changes and Widening.** Nothing in this Franchise agreement shall be construed to prevent any public work of the Grantor, including without limitation constructing sewers, grading, paving, repairing and/or altering any street, alley, or public highway, or laying down, repairing or removing sewer or water mains or maintaining, repairing, constructing or establishing any other public property. If any property of the Grantee interferes with the construction, improvement or repair of any street or public improvement, including the repair or removal of a sewer or water main, or the lawful movement by Grantor of an object, vehicle or structure, or if the Grantor finds relocation to be in the public interest, pursuant to Grantor's Police Power, then Grantee shall, upon reasonable notice from the Grantor and at its own cost and expense, protect, alter or relocate the Cable System, or any part thereof, in a timely manner as directed by the Grantor, so that the same shall not interfere with the said public work of the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor's Streets and rights of way are responsible for the costs related to the relocation of their facilities. If public funds are available to any Person using such Street or public right-of-way for the purpose of defraying the cost of any of the foregoing, Grantor shall provide Grantee notice of funding availability in a timely manner and Grantee may make application for such funds in the same manner in which other Persons affected by the requirement are reimbursed. If allowed by the funding agency, the Grantor shall upon written request of the Grantee make application for such funds on behalf of the Grantee. Nothing in this section shall relieve Grantee of the obligation to alter or relocate its facilities as lawfully required by Grantor.

**3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, or relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person requesting the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For the purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**3.5 Restoration of Public Ways.** Whenever Grantee disturbs any Street and Public Way, it shall restore the same to a condition at least equal to the condition which existed immediately prior to the

disturbance, unless the Grantor allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay. Standards and conditions acceptable to the Grantor shall be equally and uniformly applied to Grantee as to any other Person in the road rights-of-way and consistent with all applicable Grantor codes as they may apply to the Grantor's Police Power.

The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, which may include but not be limited to placing a temporary asphalt patch, installing a trench plate or making other temporary repairs until the Street is restored. In the event that the Grantee, or its contractors, should fail to restore any Grantor road right-of-way consistent with Grantor codes and ordinances, may, after thirty (30) days' written notice, or such longer time provided by the Grantor in the event weather or other events beyond Grantee's control prevent such restoration, make such repairs or restorations as are necessary to return the Grantor road rights-of-way to their pre-work condition, except if in the opinion of the Grantor, the Grantee's deficient restoration causes an emergency situation resulting in an immediate hazard to public safety, health, or property, the Grantor may repair the deficiency without prior notice to the Grantee. The Grantee shall be responsible for reimbursing the Grantor for any and all costs and expenses incurred by the Grantor to correct any deficiency in Grantee's restoration of the Street, whether with notice as set out above or on an emergency basis. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, and, in the case of an emergency, an explanation of the basis for the Grantor's determination that emergency restoration action was required to remove an immediate hazard to public safety, health or property, the Grantee shall pay the bill within sixty (60) days.

**3.6 Aerial and Underground Construction.** If all of the transmission and distribution facilities (excluding high voltage electric lines) of all of the utilities, including telecommunications providers, are underground or are required to be underground by law, then Grantee shall place its Cable System's transmission and distribution facilities underground. In any part of the Franchise Area where the transmission or distribution facilities of utilities are both aerial and underground (excluding high voltage electric lines), the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground.

**3.7 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by Grantee.

**3.8 Annexation.** In the event the Grantor modifies the Franchise Area by annexation or any other means, the Grantor shall provide notice to the Grantee. The Grantor shall also notify Grantee of all new street address assignments or changes within the Franchise Area. Said notice shall be in writing to the address set forth below by U.S. certified mail, return receipt requested. Grantor shall provide address files

and maps in sufficient detail and in an acceptable digital format. Grantee shall begin to collect Franchise Fees from Subscribers in any annexed area as soon as practicable but not later than one hundred and twenty (120) days of such notice and address information as described above. Grantee shall not be obligated to collect and remit Franchise Fees until such notice and information has been received by Grantee. In any audit of Franchise Fees due under this Agreement, Grantee shall not be liable for Franchise Fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

All notices provided under this subsection shall be delivered to the Grantee at the following addresses:

Attn: Director of Government Relations  
Charter Communications  
222 NE Park Plaza Drive, #231  
Vancouver, WA 98684

With a copy to:

Attn: Vice President of Government Relations  
Charter Communications  
12405 Powerscourt Drive  
St Louis, MO 63131

Grantee shall provide Grantor thirty (30) days written notice of address changes affecting this subsection pursuant to Section 13.11.

**3.9 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on Grantor public right-of-way within the Franchise Area at its own expense as may be necessary to protect its wires and facilities.

**3.10 Right of Inspection of Construction.** Grantor shall have the right to inspect all construction or installation work performed in the Street within the Franchise Area to ensure compliance with the terms of this Franchise agreement. Grantee shall reasonably cooperate to facilitate such inspection.

**3.11 Provision of Residential Service.**

**3.11.1 Franchise Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty (30) residential dwelling unit per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five feet (125') of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service.

**3.11.2 Low-density Areas.** No potential Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements set forth above, the Grantee shall only be required to extend the Cable System to Residents in that area if the Residents are willing to pay the capital costs of extending the Cable System and Grantee shall offer a cost-sharing arrangement for payment by Residents. At the request of a Resident desiring service in such a

low-density area, Grantee shall determine the cost of the plant extension required to provide service to the potential Subscriber from the closest point on the Cable System where it is technically feasible. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. The potential Subscribers shall also be responsible for any installation charges to extend the Cable System from the tap to the residence.

**3.11.3 New Subdivisions.** In new subdivisions, service will be made available under the terms described above as Residents move in and request service.

**3.12 Street Vacation and Abandonment.** In the event any Street, alley, public highway or portion thereof used by the Grantee shall be vacated by the Grantor, or the use thereof discontinued by the Grantee, during the term of this Franchise, the Grantee shall forthwith remove its facilities therefrom unless specifically permitted in writing to continue the same by the new controlling jurisdiction or property owner, as appropriate. At the time of removal thereof the Grantee shall restore, repair or reconstruct the Street area where such removal has occurred, consistent with Section 3.5.

**3.13 Uninterrupted Cable Services.** It shall be the right of all Subscribers to continue receiving Cable Services insofar as their financial and other obligations to the Grantee are honored. Notwithstanding the foregoing, the Grantee shall not be required to provide Cable Service or to continue to provide Cable Service to any Subscriber who unlawfully uses the Cable System, or who is abusive to the Grantor's employees.

**3.14 Cable Service Continuity.** In the event a new operator acquires the Cable System, the Grantee shall make reasonable efforts to cooperate with the Grantor and the new operator in maintaining continuity of Cable Service to all subscribers.

**3.15 Emergency.** In the event of an emergency, or when the cable system creates or is contributing to an imminent danger to health, safety or property, the Grantor may remove or relocate Grantee's Cable System without prior notice and no charge shall be made by the Grantee against the Grantor unless such acts amount to gross negligence by the Grantor.

## **SECTION 4** **Safety and Standards**

**4.1 Emergency Alert Capability (EAS).** Grantee agrees at all times to comply with federal and state EAS rules as required in 47 C.F.R. Part 11 or as amended.

**4.2 Standby Power.** Grantee shall provide standby power generating capacity at the cable communications system control center and at all hubs and any fiber optic nodes.

**4.3 Technical Standards.** The Federal Communications Commission (FCC) Rules and Regulations, Part 76, Subpart K (Technical Standards), as now or hereafter constituted, shall apply and Grantee shall at all times comply with such Rules and Regulations. The Grantor shall have, upon thirty (30) days written request, the right to obtain from Grantee a copy of tests and records required to be performed pursuant to the FCC's rules. Grantor may require additional tests, repeat tests, or tests involving specified subscriber terminals to secure compliance with the technical standards in accordance with Part 76, Subpart K.

**4.4 Remedy for Non-Compliance.** In any case where system testing reveals non-compliance with FCC standards, the Grantee shall repair the System or make whatever modifications are necessary to bring the System performance into compliance with FCC standards.

**4.5 Safety Standards and Maintenance.** The Grantee shall install and maintain its wires, cable, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code, and in such manner that they shall not interfere with the installations of any public utility.

## **SECTION 5** **Community Access and Local Programming**

**5.1 Channel Capacity and Use of Public, Education and Government (PEG) Access Channels.** Grantee shall provide one (1) channel on the Cable System for the use by Grantor for original, locally-produced, non-commercial, video programming for Public, Education and Government (“PEG”) access programming. Grantee has the option to air the PEG channel in analog, digital or other format, so long as programming is available to all Subscribers without the need for equipment other than equipment, including converters, that are required of all Subscribers. The PEG Channel type shall be displayed in the same manner as other Channels on the Grantee’s Channel Lineup.

**5.2 Management and Control of Access Channels.** Grantor reserves the right to permit a third party to operate and manage the PEG channel on the Grantor’s behalf. To the extent of such designation by the Grantor, Grantor retains sole and exclusive responsibility for operating and managing such Access facilities consistent with the terms of this Franchise. The Grantor and its designee may formulate rules for the use of the PEG Channel(s), consistent with this Franchise.

**5.3 Additional Channel.** The Grantor shall provide one (1) additional PEG Channel for a maximum of two PEG channels, upon sixty (60) days’ notice if the PEG channel provided pursuant to Section 5.1 is occupied seventy (70%) of the hours between 11a.m. and 11p.m. for any twelve (12) consecutive week period. For the purposes of the above percentage calculation: a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week period; and b) time allocated to character-generated or similar programming shall be excluded.

### **5.4 Grantee’s Use.**

**5.4.1** Grantee reserves the right to have the PEG Channel provided pursuant to Section 5.1 returned to the Grantee for the Grantee’s use in the event there is no PEG programming placed on the Channel for fourteen (14) consecutive days.

**5.4.2** In the event the Grantee has provided an additional PEG Channel as provided in Section 5.3, Grantee reserves the right to have the additional PEG Channel returned to the Grantee for the Grantee’s use if the additional PEG Channel is not occupied seventy percent (70%) of the hours between 11a.m. and 11p.m. for any twelve (12) consecutive week period. For the purposes of the foregoing percentage calculation: a) a program may not be repeated more than three (3) times in any consecutive twelve (12) week period; and b) time allocated to character-generated or similar programming shall be excluded.

**5.4.3** Grantee shall provide Grantor with sixty (60) days prior written notice informing Grantor when programming levels set forth herein are not being maintained and Grantee intends to utilize the PEG Channel(s) capacity pursuant to subsections 5.4.1 or 5.4.2. Grantee may utilize the PEG Channel(s) only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of the notice. In the event the Grantee



exercises its right to utilize a PEG Channel after the sixty (60) day period elapses, the Grantee shall properly notify its Subscribers of Grantee's intention to utilize the PEG Channel by providing Subscribers with a thirty (30) day prior written notice. Notwithstanding any provision of this Section 5.4, in no event shall the Grantee be entitled to use the PEG Channel(s) if a) the Grantor meets or exceeds the programming levels set forth in this Section 5.4 within the sixty (60) day notice period or b) the failure to meet the programming levels set forth in this Section 5.4 is due to a force majeure. As used in this Section 5.4.3, "force majeure" shall have the meaning set forth in Section 13.6. During the time that the underutilized PEG channel is returned to the Grantee for the Grantee's use, the collection of PEG Access Fees from Subscribers and payment to the Grantor will cease until such time the Grantor resumes programming consistent with this section.

**5.5 Restrictions.** Grantee shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. The PEG channel shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using PEG channels of these non-commercial use requirements, but shall not be responsible for any individual's exercise of free speech.

**5.6 Transmission of PEG Channel Programming.**

5.6.1 Grantee shall design the system to ensure that PEG programming can be transmitted to all subscribers in the Franchise Area.

5.6.2 Throughout the term of the Franchise, Grantee shall provide and maintain all necessary transmission equipment, wires, and electronic interface from the Origination Points to Grantee's Headend and from the Headend to remote points on the Cable System sufficient to enable character-generated, pre-recorded and live cablecasts on the PEG Access channel.

**5.7 Capital Support for PEG Access.** The Grantor has determined that the community's future cable-related needs and interests, taking into account the cost of meeting such needs and interests, requires PEG capital support in the amount of \$0.50 per subscriber per month during the Franchise term, which Grantee shall provide throughout the term of the Franchise, unless all channels are returned to the Grantee under Section 5.4. The Grantee shall be entitled to recover such capital costs from subscribers as allowed by federal law. Grantee shall provide capital PEG funds to Grantor upon the collection from subscribers, due to the Grantor within 45 days after the end of each calendar quarter. Grantor and Grantee acknowledge that pursuant to federal law [47 U.S.C. §§ 542(g) (2) (C)], PEG funds are only to be used for capital costs, such as equipment, and not for operations costs. Grantor shall account for all PEG capital fees and equipment separately from other Grantor financial accounts so that Grantee may easily determine Grantor's compliance under this section. PEG capital support shall be for the exclusive use of the Grantor and shall not be used for purposes other than as described in this section or as otherwise permitted by any applicable state or federal law or rules currently in effect or enacted or implemented during the term of this Franchise. All equipment purchased with capital PEG funds are to be used for PEG programming consistent with the Cable Act. The Grantee shall not be responsible for installing, operating, maintaining and replacing the PEG equipment purchased by Grantor.

**5.8 PEG Access Records and Audit.** Upon thirty (30) days' notice from Grantee, but not more than once every twelve (12) months, Grantor shall provide Grantee with a report in a form selected by Grantor, detailing how the capital PEG support funds were used. Grantor shall permit any duly authorized representative of the Grantee, upon thirty (30) days advance written notice, to examine during normal business hours and on a non-disruptive basis, any and all records and equipment to ensure the Grantor's

compliance with this section. If PEG contributions have been improperly used for operational or non-capital costs, consistent with the Cable Act and the accounting standards used by the Grantor to keep its books, the Grantee may be entitled to offset future Franchise Fees by those amounts to the extent provided by applicable law. Grantor will keep records pursuant to this Franchise consistent with the requirements of Oregon Public Records Law.

**5.9 Complimentary Cable Service.** Grantee may provide on a voluntary basis, without charge and within the Franchise Area, one activated outlet of Basic Cable Service to all elementary and secondary public school instructional buildings and public libraries. Additionally, Grantee shall provide, without charge, one (1) activated outlet of Basic Cable Service, at Brookings City Hall, located at 898 Elk Drive, Brookings, Oregon, and one (1) activated outlet of Basic Cable Service at the City of Brookings Emergency Operations Center, located at 888 Elk Drive, Brookings, Oregon, so that Grantor may view and monitor PEG Access programming. The locations identified above shall be within one hundred twenty five (125) feet of Grantee's feeder cable consistent with Section 3.11. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. Grantor shall not install other outlets or make any other alterations to the Cable System installed by Grantee.

**5.10 Interconnection.** Grantee shall interconnect its Cable System with other Cable Systems adjacent to the Franchise Area for the purposes of sharing PEG programming, provided Grantee is able to reach agreement with the other operator for the interconnection on reasonable terms and conditions, and the Grantor obtains any necessary consent from the adjacent cable system's franchising authority. The reasonableness of the terms of the agreement between the Grantee and the other cable operator shall be at the sole discretion of the Grantee. Nothing in this subsection should be construed as requiring the Grantee to increase the number of channels for PEG beyond the maximum number agreed to in Section 5 herein.

**5.11 Technical Quality.** Grantee shall maintain all PEG Channels at the same level of technical quality and reliability as the commercial Channels carried by Grantee. Grantee shall not cause any programming to override PEG access programming on any PEG Channel, except by oral or written permission from the Grantor, or pursuant to federal or state law, or in emergency. Upon receipt of a call or other communication from the Grantor to Grantee identifying a technical problem and requesting assistance, or if Grantee becomes aware of any problem, Grantee shall provide technical assistance or diagnostic services to help Grantor determine whether or not a problem with a PEG channel signal is the result of matters for which Grantee is responsible, and if so, Grantee shall take immediate corrective action. If the problem persists and there is a dispute about the cause, then the parties shall convene a meeting or telephone call with representatives from Grantor and Grantor in order to determine the course of action of remedy the problem. Grantee shall work cooperatively with Grantor to correct any problem.

## **SECTION 6** **Franchise Regulation**

**6.1 Intent.** It is the intent of the Grantor to administer and enforce the provisions of this Franchise.

**6.2 Rate Regulation.** Grantee's rates and charges for Cable Service shall be subject to regulation by the Grantor to the full extent authorized by applicable state and federal law. The Grantor retains the right, at any time during the term of the Franchise to institute regulation of rates and charges, as such regulations may be authorized under the then current federal law unless Grantee is determined to be subject to effective competition under federal law.

**6.3 Remedy for Franchise Violations.**

**6.3.1 Notification of Alleged Violation.** If Grantor believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall Notify Grantee in writing, stating the exact nature of the alleged violation (the "Violation Notice").

**6.3.2 Opportunity to Cure or Respond.** The Grantee shall have thirty (30) days from the receipt of the Grantor's written Violation Notice: (A) to respond to the Grantor, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and a reasonable projected date that they will be completed.

**6.3.3 Public Hearings.** In the event the Grantee fails to respond to the Grantor's Violation Notice or in the event that the alleged default is not remedied within thirty (30) days, or the alleged default is not remedied by the date projected by the Grantee, the Grantor shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written Notice of such hearing, which specifies the time, place and purpose of such hearing (according to Section 13.11) and notice shall comply with all applicable state laws, including ORS 192.610 to 192.690 or as amended. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**6.3.4 Remedies.** Subject to applicable Federal and State law, if, after the hearing, Grantor determines that a violation exists, Grantor may use one or more of the following remedies:

- a) Order Grantee to correct or remedy the violation within a reasonable time frame as Grantor shall determine as an alternative to damages; or;
- b) In case of a substantial default of a material provision of the Franchise, seek to revoke this Franchise in accordance with Section 6.4 herein, or;
- c) Pursue any other legal or equitable remedy available under this Franchise or any applicable law.

## **6.4 Revocation.**

**6.4.1.** Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

**6.4.2** At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days and the cost shall be the responsibility of the Grantee. The decision of the Grantor shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court which shall have the power to review the decision of the Grantor *de novo* or otherwise consistent with federal and state law. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**6.4.3** Notwithstanding the above provisions, neither the Grantor nor the Grantee waives any of their rights or authority under Federal law or regulation.

**6.4.4** Upon revocation of the Franchise, Grantee shall remove the Cable System from the Streets of the Grantor, unless the Grantor gives written permission to abandon the Cable System in place.

**6.4.5** The Grantor and Grantee have the right to apply any one or any combination of the remedies provided for in this Franchise, including without limitation all remedies provided for in this Section 6, and may without limitation pursue any rights, remedies or actions that it may have in law or equity regardless of whether they are specifically mentioned in this Franchise.

## **6.5. Bonds.**

**6.5.1 Construction Bond.** At least thirty (30) days prior to commencing any construction, reconstruction, repair, extension or expansion of the cable system, if requested by Grantor, Grantee shall provide to the Grantor a construction performance bond securing faithful performance by Grantee of the work to be done in the amount of one hundred twenty percent (120%) of the estimated cost of the construction, repair, extension or expansion. The bond shall be released upon final approval of Grantee's construction work by the Grantor.

## **SECTION 7** **General Financial Provisions**

**7.1 Franchise Fee.** The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues. Such payment shall be in addition to taxes of general

applicability owed to the Grantor by the Grantee that are not included as Franchise Fee under Federal law. Franchise Fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

**7.2 Payment of Franchise Fees.** Payment of Franchise Fees due to the Grantor shall be calculated on an annual basis consistent with Federal law. Grantee agrees to pay Franchise Fees on a quarterly basis and shall be due within forty-five (45) days after the close of each calendar quarter. Each Franchise Fee payment shall be accompanied or closely followed by a report verified by an authorized representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period, including an accurate statement of all Gross Revenues as defined herein related to operation of the Cable System franchised hereunder, in sufficient detail to enable the Grantor to verify the accuracy of Franchise fee payments. In the event that any Franchise Fee payment or recomputed payment is not made on or before the due date, the Grantee shall pay an interest charge, computed from such due date, at the annual rate equal to the lesser of (a) the commercial interest rate of the Grantor's primary depository bank during the period such unpaid amount is owed plus one and a half percent (1.5%) or (b) nine percent (9%). The payment period and the collection of the Franchise Fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise.

**7.3 No Waiver.** No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim Grantor may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by Grantor within four (4) years of payment.

**7.4 Franchise Fee Audit or Review.** The Grantor shall have the right to perform, or cause to have performed, a formal audit or a professional review of the Grantee's books and records and, for the specific purposes of a bona fide Franchise Fee enforcement effort, the books and records of the Grantee and any Affiliate that is a Cable Operator providing Cable Service in the Franchise Area and receiving Gross Revenues for the purpose of determining the Gross Revenues of the Grantee and the accuracy of amounts paid as Franchise Fees to the Grantor by the Grantee, provided that any audit or review must be commenced not later than four (4) years after the date on which Franchise Fees for any period being audited or reviewed were due.

## **SECTION 8** **Indemnification**

The Grantee shall, by acceptance of the Franchise granted herein, defend, indemnify and hold harmless Grantors, their officers, agents and employees from any and all claims, actions, judgments, court costs and other expenses resulting from injury to any person for damage to property, of whatsoever nature arising out of the construction, repair, maintenance or operation of Grantee pursuant to this franchise (including, but not limited to the, acts and omissions of Grantee's officers, employees, agents and subcontractors), whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise and provided that the Grantor gives the Grantee timely and adequate written notice of its obligation to indemnify the Grantor upon receipt of a tort claim notice. In the event any such claims arise, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. Notwithstanding the foregoing, Grantee will not be held responsible for damages caused by the negligence or other tortious acts of Grantor, or for the Grantor's use of the Cable System, including any

Public, Education and Government Access (PEG) channels.

**SECTION 9**  
**Insurance**

Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage	\$1,000,000 per occurrence C.S.L. on all owned, non-owned hired autos
Umbrella Liability	\$2,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish Grantor with current certificates of insurance evidencing such coverage upon request.

Should any of the policies described herein be cancelled before the expiration date thereof, Charter shall provide timely notice to the Grantor, and the insurer affording coverage will endeavor to mail thirty (30) days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation nor liability of any kind upon the insurer affording coverage, its agents or representative, or the issuer of this certificate. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this section, within the term of this Franchise, Grantee shall provide a replacement policy. Grantee agrees to maintain continuous uninterrupted insurance coverage, in the amounts required, for the duration of this Franchise.

**SECTION 10**  
**Rights Reserved to Grantor and Grantee**

**10.1 Grantor Purchase of Cable System.** The Grantor and Grantee shall be subject to the provisions 47 U.S.C. §547 (Section 627 of the Cable Act), as amended from time to time. It is not intended that this Franchise diminish the rights of either the Grantor or the Grantee under the Act.

**10.2 Removal of System.** Upon expiration of the Franchise without renewal as provided in 47 U.S.C. §546 (Section 626 of the Cable Act), Grantee shall remove the Cable System from the Streets of the Grantor, unless the Grantor exercises its rights under Section 10.1 or gives written permission to abandon the Cable System in place.

## **SECTION 11** **Customer Service Standards**

**11.1 Non-Discrimination.** The Grantee shall not deny service, deny access, or otherwise unlawfully discriminate against subscribers, or persons on the basis of race, color, religion, national origin, sex, age, disability, or income. The Grantee shall adhere to the equal employment opportunity requirements of the federal government, as expressed in Subpart E of Chapter 1 of Title 47 of the Code of Federal Regulations, as now or hereafter constituted. The Grantee shall comply at all times with all applicable federal and state laws, rules and regulations relating to non-discrimination.

**11.2 Customer Service Standards.** Grantor hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended, and the notice requirements set forth in Part 76, Subpart T (Notices) of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service and notice requirements.

**11.3 Subscriber Information.** The Grantee shall be subject to 47 U.S.C §551 (Section 631 of the Cable Act), as amended from time to time, regarding limitations on the cable company's collection and use of personally identifiable information, and other issues involving the protection of subscriber privacy.

## **SECTION 12** **Books and Records**

The Grantor shall have the right, for the purpose of determining the correctness of Franchise Fees paid to the Grantor, or as necessary for determining specific performance with respect to the other material provisions of the Franchise, to inspect at any time during normal business hours upon thirty (30) days written notice, all records, books, electronic or optical files, updated maps, plans, service complaint logs, performance test results, records required to be kept by the Grantee and also of any Affiliate, which directly relate to the operation of the Cable System in the Franchise Area. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. To the extent allowed under Oregon law, the Grantor shall protect proprietary information including trade secrets of the Grantee from disclosure; and accordingly, Grantor or Grantor's designee who conducts any audit or review of Grantee's books and records will not unreasonably refuse to sign a non-disclosure agreement prior to disclosure of any records by the Grantee. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and Federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

The Grantor agrees to request access to only those books and records, in exercising its rights under this Section, which it deems reasonably necessary as part of a bona fide regulatory or enforcement effort



related to the material provision of this Franchise for the enforcement and administration of this Franchise. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than four (4) years, except for service complaints, which shall be kept for one (1) year as specified above.

### **SECTION 13** **Miscellaneous Provisions**

**13.1 Compliance with Laws.** The Grantee shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof.

**13.2 Severability.** If any Section, subsection, sentence, clause, phrase or word of the Franchise agreement is held to be invalid or unconstitutional by any court of competent jurisdiction or pre-empted by federal or state regulations or law, such Section, subsection, sentence, clause, phrase or word shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions hereof.

**13.3 Captions.** The captions to Sections throughout this Franchise agreement are intended solely to facilitate reading and reference to the Sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Franchise agreement.

**13.4 No Recourse Against the Grantor.** The Grantee shall have no monetary recourse in accordance with the Cable Act, against the Grantor or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Franchise agreement or any part thereof is determined to be invalid. However, this shall not prohibit Grantee from seeking any other remedy that Grantee may have under applicable law.

**13.5 Nonenforcement by Grantor.** The Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise agreement by reason of any failure of the Grantor to enforce prompt compliance.

**13.6 Force Majeure.** If by reason of force majeure the Grantee is unable in whole or in part to carry out its obligations hereunder, the Grantee shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of the government of the United States of America, or of the State of Oregon, or their departments, agencies, political subdivisions, or officials; acts of any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; and similar occurrences outside the control of the Grantee. This provision includes documented work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as documented unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials or labor was reasonably beyond the ability of Grantee to foresee or control. The Grantee agrees, however to give its best efforts to remedy as soon as possible, under the circumstances, the cause or causes preventing Grantee from carrying out its responsibilities and duties under this Franchise agreement.

**13.7 Equal Protection.** The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Cable Service

within the Service Area. If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider, then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto, either:

- A) to modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a competitive provider; or
- B) to deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C) to terminate this Franchise and take in its place the same franchise agreement of a competing provider of Cable Services or video services authorized by the Grantor.

The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

**13.8 Entire Agreement.** This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.

**13.9 Consistency of Franchise with Cable Act.** The parties intend and believe that all of the provisions hereof are consistent with and permitted by the Cable Act.

**13.10 Franchise Review.** No more than once every three years, either party may request that the other party meet to discuss the Cable System, the Franchise and the state of the industry.

**13.11 Notice.** Unless otherwise provided by Federal or State law, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express, addressed as follows, or to such address as the receiving party specifies in writing:

If to the County:

Office of the City Manager  
898 Elk Drive  
Brookings, Oregon 97415

If to the Grantee: Charter Communications  
222 NE Park Plaza Drive, Suite 231  
Vancouver, WA 98684  
Attn: Director of Government Relations

With a courtesy copy to:

Charter Communications  
Attn: Vice President of Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel position using any reasonable written means.

**13.12 Public Notice.** Public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way shall conform with all applicable state laws, including ORS 192.610 to 192.690 or as amended.

**13.13 No Waiver.** No provision of this Franchise will be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Grantee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the Grantor fails to object within a reasonable time after receipt of such notice, said provision will be deemed waived.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 2015.

City of Brookings, Oregon

By: \_\_\_\_\_

Name/Title \_\_\_\_\_

Accepted this \_\_\_ day of \_\_\_\_, 2015, subject to applicable Federal, State and Local law.

Falcon Telecable, a California Limited Partnership, /k/a Charter Communications

By: \_\_\_\_\_

**Printed Name: Mark E. Brown**

**Title: Vice-President, Government Affairs  
Charter Communications**

# City of Brookings

## City Council Meeting MINUTES

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

**Monday, August 24, 2015**

The City Council met in Executive Session at 6:30 pm, in the City Manager's office under authority of ORS 192.660 (2)(i) to review and evaluate the employment-related performance of the City Manager who has not requested an open hearing.

### **Call to Order**

Mayor Hedenskog called the meeting to order at 7:02 PM.

### **Roll Call**

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

Staff present: City Manager Gary Milliman, Public Works & Development Director LauraLee Snook, Parks & Technical Services Supervisor Tony Baron, Planning Manager Donna Colby-Hanks, City Attorney Martha Rice and City Recorder Joyce Heffington.

Others Present: No media and approximately 9 others.

### **Ceremonies/Appointments/Announcements**

Mayor Hedenskog proclaimed September as Bullying Prevention Month and October as Suicide Prevention Month. Gordon Clay said there had been five suicides in Brookings this year and the Health Center was now offering counseling services five days per week.

Mayor Hedenskog announced August Yard of the Month Awards as follows:

- Commercial: Chetco Brewery, 927A Chetco Avenue, Mike & Alex Frederick, owners.
- Residential: 910 Riviera Court, Kathleen & Summer Torres, owners.

### **Public Hearings**

*Legislative public hearing on LDC-3-15, revisions to Section 17.124.170, Short term rentals.*

Mayor Hedenskog opened the legislative public hearing in the matter of file LDC-3-15 at 7:14 PM.

Hearing no exparte, declarations of conflict or personal interest, or objections as to jurisdiction, Mayor Hedenskog reviewed the guidelines and Planning Manager Colby-Hanks presented the staff report.

Councilor Pieper asked who instigated the revisions and Colby-Hanks said they were initiated by the Planning Commission.

Councilor McClain asked if the smoke detectors were to be inspected every year and Colby-Hanks said they were not, just the first time. After that, she said, it would only require a statement by the owner upon renewal of the business license.

McClain said the concept was good but he was concerned about the cost and creating another bureaucracy.

Mayor Hedenskog asked if vacation rentals required a Conditional Use Permit (CUP) and Colby-Hanks said they did. Hedenskog then asked if the CUP was renewed annually and Colby-Hanks said it was not.

Councilor McClain said he would be more comfortable with the owner certifying that the inspection was done.

Councilor Hamilton said he thought it was a good idea but he agreed it could be expensive and asked if the owners could do the inspection themselves. Colby-Hanks said they could, if Council wanted to make that change. Hamilton said he would want the smoke alarm to be certified if he were renting.

Councilor Hodges said he was leaning toward having the owner do the certifications.

Public Comment:

George Gower, 1152 Winchuck River Road, said the owner shouldn't be allowed to certify their own smoke detector.

The public hearing was closed at 7:30 PM.

Councilor Pieper said there were a number of things that could go wrong with the rental besides the smoke detector and he thought the requirement made no sense. He said it was just adding more bureaucracy that the City didn't need.

Councilor McClain said no one would certify or sign their name to something like this and having the owner provide the certification was enough.

Councilor Hamilton said he'd been saved by smoke detectors and he thought it was a good idea.

Councilor Hodges said the City didn't need to get involved.

Mayor Hedenskog said when someone goes into a hotel they are taking a lot of risks and those risks are mitigated by inspections. He said people take it for granted that the government is taking care of this type of thing and he didn't see why the City couldn't provide this inspection requirement, which could be performed by a home inspector.

Councilor Pieper said short-term rentals were not like hotels and if they were to be treated as such, a number of other inspections should be required as well.

Mayor Hedenskog suggested a safety check list be provided requiring the owner to fix what needed fixing.

Councilor McClain said there was a certain sense to providing a check list and Councilor Pieper said it seemed silly to him.

Councilor Hamilton asked if the City had any liability if they didn't have the owner certify the smoke detector and City Attorney Rice said the City would not incur liability for not requiring the inspections.

Mayor Hedenskog asked if long-term rentals are required to have smoke detector inspections done and Colby-Hanks said the City had no involvement for rentals over 30 days.

**Councilor Pieper moved, a second followed and Council voted unanimously to deny the application [for File LDC-3-15, adding provisions to require smoke detector inspections for short-term rentals].**

*Legislative public hearing on LDC-4-15, revisions to Section 17.88.040, Exempt signs.*

Mayor Hedenskog opened the legislative public hearing at 7:52 PM.

Hearing no ex parte, declarations of conflict or personal interest, or objections as to jurisdiction, Mayor Hedenskog reviewed the guidelines and Planning Manager Colby-Hanks reviewed the staff report.

Manager Colby-Hanks provided the staff report.

Mayor Hedenskog said ODOT didn't want anyone using the pole holes in the right of way and asked if this extended to the flag holders and Colby-Hanks said it did if they are in the right of way.

Councilor Hamilton said it wouldn't seem to benefit the business owner to put a flag next to their business if they can't use the flag holes and Colby-Hanks said specific standards applied. Councilor Hodges asked if Chetco Avenue was in the ODOT right of way and Colby-Hanks said it was.

Public Comment:

Gordon Clay said putting sandwich board signs on Chetco Avenue lowered the appeal of the entire city.

The public hearing was closed at 8:05 PM.

Councilor Pieper said the revisions provided the compromise Council was looking to see.

Councilor McClain said he was happy to see text allowed on flags and while he agreed with Clay that sandwich board signs can look bad, there was nothing too unsightly at this time.

Councilor Hamilton said he didn't think the sandwich board signs looked bad but the flags were a waste of time due to ODOT's limitations to allowing only symbols. The lack of wordage, he said, made no sense.

**Councilor Pieper moved, a second followed and Council voted unanimously to approve amendments the Brookings Municipal Code as presented in File LDC-4-15**

### **Public Comments**

Connie Hunter, Brookings, commented on the Veterans Civic Health Index and said collaborative efforts involving veterans are needed. Veteran suicide rates, she added, are a concern.

### **Staff Reports**

*Park Use Fee waiver request for the Veterans Festival and Concert event, scheduled for September 27 at Azalea Park.*

Supervisor Baron presented the staff report.

Councilor McClain asked if the fee was fair and City Recorder Heffington pointed out the fee for non-profits was cut in half.

Councilor Hodges asked if the City provided garbage clean-up and Baron said there were a number of requirements. Fees collected were, in theory, designed to cover the cost, he added.

Councilor Hamilton said the veterans do a lot for the community and this would be a nice gesture on the part of the City.

Councilor McClain said he didn't like having a policy that was not followed. In general, he said, he didn't like making exceptions, no matter how special the group or how grateful we may be. He preferred to have a policy that was fair for every group.

Councilor Hodges said he agreed and the City should either change the fee or do away with it for non-profit groups. Paying half the cost seemed fair, but the fee didn't seem to cover the costs associated with clean up. He then asked how garbage was handled at these events and Baron said sometimes the users carried their garbage away.

Councilor McClain said the City should either follow the fee schedule or change it. The fee, he said, was pretty nominal.

Councilor Pieper said not all non-profit organizations are equal and the fee is so nominal he would be embarrassed to ask the veterans to pay for it. He also said it was a shame that the VFW requested to be removed from the list of sponsors, and it was really "disheartening" that the two groups can't work together.

Bill Farrell, the applicant, said he was unaware of the VFW request, and they were only asking to have the rental fee waived.

Connie Hunter said that, at a meeting that afternoon, they had discussed having Veteran Service Officers available at the event to help them access their benefits and they would like to use the Capella for that purpose without fee, as well. She said not all non-profits are the same, nor are their events, and the veterans don't have the money to do a lot.

Mayor Hedenskog said the Viet Nam veterans, in particular, deserved special consideration and he would like to show support.

Councilor McClain said he wanted to be clear that he was no less appreciative of veterans than anyone else, he just appreciated fairness, and felt that if you have a policy you make it fair for everyone.

Councilor Hodges said his feelings about the waiver didn't have anything to do with the veterans, but about what was fair. Perhaps, he said, Council could look at the fees for non-profits at a workshop and change the policy if needed.

Mayor Hedenskog said he agreed it probably needed to be looked at, but in the meantime, if you don't ask you don't receive, and they are asking.

**Mayor Hedenskog moved, Councilor Pieper seconded and Council voted, 3 votes to 2, with Mayor Hedenskog and Councilors Pieper and Hamilton voting "Yes" and Councilor Hodges and McClain voting "No," to waive the fees for parks use for the Veterans [Festival and Concert].**

*Park Use Fee waiver request for the Bands, Brews & BBQ event, scheduled for October 3, 2015 at Azalea Park.*

City Manager Milliman reported that there was a conflict for the park and Baron said it was a parking conflict due to the soccer league event taking place at the same time. The applicant, he said, was seeking an alternate venue.

*Authorization to remove 37 fir trees along Lundeen Lane at Azalea Park.*

Supervisor Baron gave the staff report.

Councilor Hodges asked if the cedar trees replacing the firs were the kind that fall over and Baron said, from what he understood, the type being planted didn't grow as tall.

**Councilor McClain moved, a second followed and Council voted unanimously to authorize the removal of 37 fir trees along Lundeen Lane in Azalea Park.**



*Direction to staff regarding revisions to the Brookings Municipal Code prohibiting smoking in all areas of City parks.*

Supervisor Baron presented the staff report.

Councilor Hodges asked if it would extend to parking lots and Baron said they are part of a park.

Councilor Hamilton asked if there was an expense related to signage and said he was concerned about the ability of law enforcement to respond in a timely manner. He provided an example where, in 2011, he said he had reported some kids setting off illegal fireworks in the park and it was around 45 minutes to an hour before the police arrived. By that time, he said, the perpetrators were gone. He said he felt this would be impossible to enforce.

Baron said the police had successfully enforced the ban at Stout Park, citing several underage teens for violations. In general, he said, the police had done a good job responding.

Councilor Hamilton said he was not criticizing the police department; he thought they were the best in the country. But, he said, there's only so much they can do. If someone were robbing a bank downtown, they couldn't pull off and cite someone for smoking.

Councilor Pieper said it would be easier to enforce in all areas of the park. As is, he said, it's difficult for people to know where they can and cannot smoke. Councilor Hamilton, he said, was right about police response; the City's police officers were too important to patrol the park and hide in the bushes to try and catch offenders.

Mayor Hedenskog said it was a litter problem and he was in favor of the ban.

**Councilor Hodges moved, a second followed and Council voted unanimously to prepare a revision to the Brookings Municipal Code prohibiting smoking in all areas of the [City] parks.**

*Authorization to execute a contract with C-More Pipe for sanitary sewer cleaning and repair.*

Director Snook provided the staff report.

**Councilor Pieper moved, a second followed and Council voted unanimously to authorize the City Manager to execute a public improvement contract for cleaning and [Cured in Place Trenchless Point Repair] of approximately 2979 lineal feet of 8 inch sanitary sewer piping to C-More Pipe Services Company in the amount of \$113,747.54.**

*Authorization to execute a contract with VSS International for the 2015-16 Street Resurfacing project.*

Director Snook gave the staff report.

**Councilor Hodges moved, a second followed and Council voted unanimously to authorize the City Manager to execute a public improvement contract for the 2015-16 Street Resurfacing Project to VSS International, Inc., with a low bid of \$193,000.**

*National Disaster Resilience Competition (NDRC) program outline.*

City Manager Milliman presented the staff report and said that they were now getting into the writing aspect of the application. The first project, he said, was the medical center, with two and three being water and electric and possibly a fourth project involving low income housing. He said they were now looking for community input.

Councilor Hodges said this was a big, big deal and Mayor Hedenskog said the City Manager deserved kudos for handling this by himself. Milliman said Director Snook had also helped.

Councilor McClain said the City had the right City Manager and the right staff to make our project a model for the program.

**Consent Calendar**

1. Approve August 10, 2015 City Council minutes.
2. Accept July 6, 2015 Public Art Committee minutes.
3. Receive July 2015 monthly financial report.

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

**Adjournment**

Mayor Hedenskog moved, a second followed and Council voted unanimously by voice vote to adjourn at 9:21 PM.

Respectfully submitted:

ATTESTED:  
this \_\_\_\_\_ day of \_\_\_\_\_ 2015:

\_\_\_\_\_  
Ron Hedenskog, Mayor

\_\_\_\_\_  
Joyce Heffington, City Recorder

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/15	08/06/2015	75637	993	ATCO International	25-00-2005	380.00
08/15	08/06/2015	75638	255	Batteries Plus	25-00-2005	133.78
08/15	08/06/2015	75639	4752	Border Coast Regional Airport Authority	15-00-2005	.00
08/15	08/06/2015	75640	5108	Brad Kelly, PT	25-00-2005	85.00
08/15	08/06/2015	75641	5048	Brookings Harbor Medical Center	25-00-2005	200.00
08/15	08/06/2015	75642	313	Brookings Vol Firefighters	10-00-2005	2,250.00
08/15	08/06/2015	75643	715	Budge McHugh Supply	25-00-2005	12,805.90
08/15	08/06/2015	75644	193	Central Equipment Co, Inc	10-00-2005	1,266.00
08/15	08/06/2015	75645	4928	CIS Trust	10-00-2005	146,323.38
08/15	08/06/2015	75646	5436	Civil West Engineering Services Inc	56-00-2005	5,846.65
08/15	08/06/2015	75647	5511	Clapson, Glenda	10-00-2005	205.00
08/15	08/06/2015	75648	3834	Clean Sweep Janitorial Service	20-00-2005	1,415.00
08/15	08/06/2015	75649	1745	Coastal Paper & Supply, Inc	10-00-2005	2,524.91
08/15	08/06/2015	75650	183	Colvin Oil Company	20-00-2005	3,309.29
08/15	08/06/2015	75651	4534	Daily Journal of Commerce Inc.	51-00-2005	52.90
08/15	08/06/2015	75652	166	Dan's Auto & Marine Electric	20-00-2005	154.80
08/15	08/06/2015	75653	317	DCBS - Fiscal Services	10-00-2005	113.72
08/15	08/06/2015	75654	1	Nicole Chaney	20-00-2005	205.41
08/15	08/06/2015	75655	1	David Osborne	20-00-2005	102.14
08/15	08/06/2015	75656	1	Barry Piazza	20-00-2005	11.55
08/15	08/06/2015	75657	4876	D'sineZ	10-00-2005	190.00
08/15	08/06/2015	75658	3342	Fastenal	15-00-2005	322.27
08/15	08/06/2015	75659	2186	Ferguson	54-00-2005	2,848.63
08/15	08/06/2015	75660	153	Ferrellgas	25-00-2005	283.53
08/15	08/06/2015	75661	5432	First Community Credit Union	25-00-2005	812.99
08/15	08/06/2015	75662	4646	Frontier	30-00-2005	531.25
08/15	08/06/2015	75663	2954	Gardner Denver Nash LLC	53-00-2005	23,623.51
08/15	08/06/2015	75664	269	Grainger	15-00-2005	269.15
08/15	08/06/2015	75665	139	Harbor Logging Supply	20-00-2005	432.11
08/15	08/06/2015	75666	199	Richard Harper	10-00-2005	400.00
08/15	08/06/2015	75667	5512	Hernandez, Anhelica	10-00-2005	85.00
08/15	08/06/2015	75668	4526	Janell K. Howard	10-00-2005	303.60
08/15	08/06/2015	75669	4171	In-Motion Graphics	10-00-2005	52.99
08/15	08/06/2015	75670	4980	iSecure	10-00-2005	33.00
08/15	08/06/2015	75671	4954	John Deere Financial	15-00-2005	1,408.89
08/15	08/06/2015	75672	162	Kerr Hardware	10-00-2005	1,541.39
08/15	08/06/2015	75673	328	Les Schwab Tire Center	20-00-2005	776.44
08/15	08/06/2015	75674	4269	Milliman, Gary	10-00-2005	67.50
08/15	08/06/2015	75675	2	Mary J Crook	10-00-2005	10.00
08/15	08/06/2015	75676	685	Neilson Research Corporation	25-00-2005	2,803.00
08/15	08/06/2015	75677	4487	Net Assets Corporation	10-00-2005	260.00
08/15	08/06/2015	75678	5364	North Central Laboratories	25-00-2005	384.74
08/15	08/06/2015	75679	3561	Oil Can Henry's	10-00-2005	104.48
08/15	08/06/2015	75680	5390	O'Reilly Automotive, Inc	20-00-2005	49.99
08/15	08/06/2015	75681	252	Paramount Pest Control	10-00-2005	45.00
08/15	08/06/2015	75682	708	Pelican Bay Art Association	10-00-2005	273.00
08/15	08/06/2015	75683	322	Postmaster	25-00-2005	850.00
08/15	08/06/2015	75684	3751	Proficient Automotive Repair	10-00-2005	152.95
08/15	08/06/2015	75685	378	Quality Control Services	25-00-2005	295.85
08/15	08/06/2015	75686	187	Quality Fast Lube & Oil	20-00-2005	43.31
08/15	08/06/2015	75687	3309	Roberts & Associates	15-00-2005	2,820.00
08/15	08/06/2015	75688	1840	Rogue Federal Credit Union	25-00-2005	1,140.72
08/15	08/06/2015	75689	5415	TCS Uniform & Apparel	10-00-2005	45.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/15	08/06/2015	75690	5505	Thomson, Garrett	15-00-2005	115.50
08/15	08/06/2015	75691	142	Tidewater Contractors Inc	50-00-2005	336.84
08/15	08/06/2015	75692	990	UPS	20-00-2005	114.83
08/15	08/06/2015	75693	2863	Verizon Wireless	10-00-2005	507.57
08/15	08/06/2015	75694	861	Village Express Mail Center	10-00-2005	5.52
08/15	08/06/2015	75695	917	Wm. H. Reilly & Co	25-00-2005	706.13
08/15	08/06/2015	75696	4131	Zumar Industries Inc	15-00-2005	742.42
08/15	08/13/2015	75697	4734	Aramark Uniform Services	10-00-2005	126.25
08/15	08/13/2015	75698	4939	BI- Mart Corporation	25-00-2005	283.63
08/15	08/13/2015	75699	4363	Black & Rice LLP	10-00-2005	1,937.50
08/15	08/13/2015	75700	2407	Blue Star Gas	10-00-2005	2,139.92
08/15	08/13/2015	75701	416	Brookings Lock & Safe Inc	10-00-2005	12.50
08/15	08/13/2015	75702	4193	C & K Market, Inc	10-00-2005	154.88
08/15	08/13/2015	75703	528	Caselle, Inc	25-00-2005	889.33
08/15	08/13/2015	75704	3015	Charter Communications	30-00-2005	579.94
08/15	08/13/2015	75705	5514	City of Newport	10-00-2005	150.00
08/15	08/13/2015	75706	5191	Cloud Sherpas Inc	49-00-2005	5,500.00
08/15	08/13/2015	75707	3844	Donna Colby-Hanks	57-00-2005	321.00
08/15	08/13/2015	75708	182	Coos-Curry Electric	50-00-2005	5,132.71
08/15	08/13/2015	75709	173	Curry Equipment	15-00-2005	645.53
08/15	08/13/2015	75710	185	Del Cur Supply	10-00-2005	799.43
08/15	08/13/2015	75711	4357	Downtown Commercial Center	10-00-2005	300.00
08/15	08/13/2015	75712	2640	Dyer Partnership Inc., The	15-00-2005	14,590.00
08/15	08/13/2015	75713	3342	Fastenal	20-00-2005	879.83
08/15	08/13/2015	75714	2186	Ferguson	20-00-2005	310.94
08/15	08/13/2015	75715	198	Grants Pass Water Lab	20-00-2005	304.00
08/15	08/13/2015	75716	393	ICMA	10-00-2005	881.95
08/15	08/13/2015	75717	202	League of Oregon Cities	10-00-2005	4,553.93
08/15	08/13/2015	75718	4269	Gary Milliman	10-00-2005	927.51
08/15	08/13/2015	75719	424	Munnell & Sherrill	20-00-2005	906.97
08/15	08/13/2015	75720	5008	Online Information Services	10-00-2005	124.28
08/15	08/13/2015	75721	5390	O'Reilly Auto Enterprises LLC	10-00-2005	3,157.00
08/15	08/13/2015	75722	5389	Pape Kenworth	25-00-2005	410.40
08/15	08/13/2015	75723	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
08/15	08/13/2015	75724	322	Postmaster	10-00-2005	25.00
08/15	08/13/2015	75725	3751	Proficient Automotive Repair	25-00-2005	240.00
08/15	08/13/2015	75726	3	Mr & Mrs Gus Reallon	20-00-2005	1,403.78
08/15	08/13/2015	75727	5513	South Coast Development Council Inc	10-00-2005	150.00
08/15	08/13/2015	75728	380	Stadelman Electric Inc	20-00-2005	1,063.81
08/15	08/13/2015	75729	5143	Superior Landscape Maintenance	10-00-2005	190.00
08/15	08/13/2015	75730	5266	UV Doctor Lamps LLC	25-00-2005	9,220.00
08/15	08/13/2015	75731	169	Waste Connections Inc	10-00-2005	2,500.22
08/15	08/13/2015	75732	151	Curry Coastal Pilot	10-00-2005	130.00
08/15	08/19/2015	75733	4646	Frontier	25-00-2005	.00 V
08/15	08/20/2015	75734	5519	B.C. & Company	61-00-2005	641.00
08/15	08/20/2015	75735	3996	Beery Elsner & Hammond LLP	10-00-2005	196.00
08/15	08/20/2015	75736	3622	Boardwalk Mail Services	25-00-2005	21.49
08/15	08/20/2015	75737	4767	Brookings Harbor Chamber of Commere	10-00-2005	575.00
08/15	08/20/2015	75738	5515	Calvary Chapel	10-00-2005	164.00
08/15	08/20/2015	75739	5070	Canon Solutions America	10-00-2005	499.25
08/15	08/20/2015	75740	822	Coast Auto Center	20-00-2005	605.75
08/15	08/20/2015	75741	3844	Donna Colby-Hanks	10-00-2005	21.00
08/15	08/20/2015	75742	183	Colvin Oil Company	10-00-2005	2,892.21
08/15	08/20/2015	75743	1	Sarah Bravinder	20-00-2005	11.63
08/15	08/20/2015	75744	1	George Eaton	20-00-2005	77.37
08/15	08/20/2015	75745	1	Charlotte Heatherly	20-00-2005	258.45

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
08/15	08/20/2015	75746	1	Horton Bros	20-00-2005	29.39
08/15	08/20/2015	75747	1	Misty Sturdevant	20-00-2005	146.98
08/15	08/20/2015	75748	4357	Downtown Commercial Center	10-00-2005	360.00
08/15	08/20/2015	75749	749	Emerald Pool & Patio	10-00-2005	167.18
08/15	08/20/2015	75750	261	Engineered Control Products	20-00-2005	3,946.54
08/15	08/20/2015	75751	1130	H.D. Fowler	20-00-2005	1,867.39
08/15	08/20/2015	75752	4526	Janell K. Howard	49-00-2005	303.84
08/15	08/20/2015	75753	994	Hughes Fire Equipment	10-00-2005	4,093.12
08/15	08/20/2015	75754	5517	McGuire Bearing Company	25-00-2005	220.10
08/15	08/20/2015	75755	5516	Mulford, Robert & Leslie	20-00-2005	836.93
08/15	08/20/2015	75756	4893	National Diamond Enterprises, LLC	15-00-2005	198.00
08/15	08/20/2015	75757	3159	NorthCoast Health Screening	10-00-2005	270.00
08/15	08/20/2015	75758	3935	Northern California Glove	25-00-2005	340.00
08/15	08/20/2015	75759	3789	Oak Street Health Care Center	25-00-2005	200.00
08/15	08/20/2015	75760	5251	Pacific Power Group, LLC	25-00-2005	250.32
08/15	08/20/2015	75761	1920	Pitney Bowes, Inc	10-00-2005	83.00
08/15	08/20/2015	75762	207	Quill Corporation	10-00-2005	515.29
08/15	08/20/2015	75763	5413	Southern Computer Warehouse	49-00-2005	1,250.72
08/15	08/20/2015	75764	380	Stadelman Electric Inc	10-00-2005	3,997.00
08/15	08/20/2015	75765	3752	Trace Analytics, LLC	10-00-2005	80.00
08/15	08/20/2015	75766	4820	United States Geological Survey	20-00-2005	10,171.00
08/15	08/20/2015	75767	151	Western Communications, Inc.	51-00-2005	298.70
08/15	08/20/2015	75768	917	Wm. H. Reilly & Co	25-00-2005	996.95
08/15	08/27/2015	75769	4828	American Press, Inc	25-00-2005	865.00
08/15	08/27/2015	75770	5048	Brookings Harbor Medical Center	10-00-2005	1,250.00
08/15	08/27/2015	75771	5521	Burkert Contromatic Corp	25-00-2005	365.15
08/15	08/27/2015	75772	3844	Donna Colby-Hanks	10-00-2005	241.54
08/15	08/27/2015	75773	182	Coos-Curry Electric	10-00-2005	28,169.08
08/15	08/27/2015	75774	4746	Curry County Treasurer	10-00-2005	704.00
08/15	08/27/2015	75775	4011	ECO Lab	25-00-2005	447.88
08/15	08/27/2015	75776	261	Engineered Control Products	20-00-2005	242.82
08/15	08/27/2015	75777	3342	Fastenal	15-00-2005	220.60
08/15	08/27/2015	75778	2186	Ferguson	52-00-2005	317.61
08/15	08/27/2015	75779	4646	Frontier	10-00-2005	43.60
08/15	08/27/2015	75780	269	Grainger	20-00-2005	329.76
08/15	08/27/2015	75781	199	Richard Harper	10-00-2005	350.15
08/15	08/27/2015	75782	5523	Holiday Inn Eugene No Springfield	10-00-2005	321.57
08/15	08/27/2015	75783	3408	IDEXX Distribution Inc	25-00-2005	343.62
08/15	08/27/2015	75784	4171	In-Motion Graphics	25-00-2005	120.00
08/15	08/27/2015	75785	4573	Methodworks	25-00-2005	550.00
08/15	08/27/2015	75786	5518	Motion Industries Inc	25-00-2005	431.87
08/15	08/27/2015	75787	5364	North Central Laboratories	25-00-2005	204.04
08/15	08/27/2015	75788	5244	OMJA	10-00-2005	195.00
08/15	08/27/2015	75789	5155	Oregon Department of Revenue	10-00-2005	2,485.00
08/15	08/27/2015	75790	207	Quill Corporation	10-00-2005	802.28
08/15	08/27/2015	75791	3	Kathleen Dingle	20-00-2005	55.26
08/15	08/27/2015	75792	5522	Tan, Lie	10-00-2005	2,576.99
08/15	08/27/2015	75793	142	Tidewater Contractors Inc	51-00-2005	66,896.57
08/15	08/27/2015	75794	990	UPS	20-00-2005	51.35
08/15	08/27/2015	75795	2122	Cardmember Service	10-00-2005	5,380.82
08/15	08/27/2015	75796	5520	Witt, Jeanneine	10-00-2005	205.00
08/15	08/27/2015	75797	5011	Xylem Water Solutions USA, INC	25-00-2005	2,514.00
Grand Totals:						437,882.93