

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 24, 2023, 7:00pm

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

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

E. Consent Calendar

1. Approve City Council meeting minutes for April 10, 2023 [Pg. 1]
2. Accept March Financials [Pg. 3]

F. Staff Reports/Hearings

1. Coos Curry Electric Cooperative Franchise [Pg. 9]
 - a. Draft 23-O-806, Ordinance CCEC Franchise [Pg. 11]
 - b. Exhibit A, CCEC Schedule 51, Pubic Street Lighting Fees [Pg. 18]
 - c. 23-O-805, Ordinance CCEC, Adopted February 27, 2023 [Pg. 20]
 - d. 02-O-555, Ordinance Coos Curry Electric Cooperative Franchise [Pg. 27]
2. Ferry Creek Dam Removal [Pg. 30]
 - a. OWRD June 2022 Dam Inspection Summary [Pg. 32]
 - b. River Design Group Presentation [Pg. 39]

G. Remarks from Mayor and Councilors

H. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

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

If you would like to view the City Council Meeting live, you can via:

-Television – Charter Channel 181

-Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, April 10, 2023

Call to Order

Mayor Hedenskog called the meeting to order at 7:00 PM

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Isaac Hodges, Andy Martin, Michelle Morosky, and Ed Schreiber; a quorum present

Staff present: City Manager Janell Howard, Public Works Director Tony Baron, and Planning Tech Lauri Ziemer

Media Present: 2

Others Present: 42

Scheduled Public Appearances

1. Jacobs introduced new manager Dustin Nelson
2. Wild Rivers Film Festival introduction of event

Oral Requests and Communications from the audience

- Connie Hunter, 1310 English Ct, Brookings – provided information on veteran training event
- Rick Bishop, 625 Spruce Dr, Brookings – provided opinion on properties in C3
- Steve Jewell, PO Box 7890, Brookings – spoke in opposition to reinstatement of Janell Howard
- Jan Miller, 312 Railroad Street, Brookings – spoke in opposition to reinstatement of Janell Howard
- Lynne Smith, 28 Floral Dr, Brookings – spoke in opposition to reinstatement of Janell Howard

Consent Calendar

1. Approve City Council meeting minutes for March 27, 2023
2. Accept Parks and Recreation meeting minutes for February 16, 2023

Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports/Hearings

1. South Coast Community Aquatics (SCCA) Pool Management MOU

Staff report presented by Tony Baron

- Ingrid Ammondsen, Dawson Tract, Brookings – spoke in support of SCCA pool management
- Val Early, 15510 Winriver Drive, Brookings – provided information on the SCCA group
- Dan Brattain – 15564 Sterling Heights, Brookings – provided additional information on SCCA

Councilor Schreiber moved, Councilor Morosky seconded, and Council voted unanimously to authorize the City Manager to sign a Memorandum of Understanding with South Coast Community Aquatics.

2. CCEC MOU

Staff report presented by Janell Howard

Council discussed options

Councilor Martin moved, Councilor Schreiber seconded, and with a four to one vote, Mayor Hedenskog voting nay, Council voted to not sign the CCEC MOU.

3. Update Master Fee Schedule

Staff report presented by Janell Howard

Mayor Hedenskog moved, Councilor Schreiber seconded, and Council voted unanimously to adopt Resolution 23-R-1238, updating the Master Fee Schedule and repealing Resolution 22-R-1224, effective July 1, 2023.

4. Yard of the Month

Staff report presented by Janell Howard

Mayor Hedenskog moved, Councilor Hodges seconded, and Council voted unanimously to approve the reinstatement of the Yard of the Month program for five months beginning May, 2023.

5. Kidtown Replacement Award

Staff report presented by Tony Baron

Councilor Morosky moved, Councilor Hodges seconded, and Council voted unanimously to authorize the City Manager to enter into an agreement with Leathers & Associates in the amount of \$488,765 for the replacement of Kidtown in Azalea Park.

Remarks from Mayor and Councilors

Councilor Schreiber complimented Brookings Fire Department on their recent Fire Awards Ceremony.

Councilor Martin motioned to terminate City Manager Janell Howard without cause. Councilor Hodges seconded.

Council discussed adjourning to executive session to contact City Attorney for more information prior to execution of this motion.

Councilor Hodges withdrew his second.

Councilor Martin amended his motion to go into executive session to discuss the employment of the Chief Executive Officer of the City with City Attorney and then come back into open session. Councilor Hodges Seconded. Council voted unanimously to approve motion.

Meeting paused at 8:28PM

Meeting reconvened at 9:44PM

Councilor Martin motioned to direct the City Attorney to explore options with the City Managers contract and to reconvene Wednesday, April 12th at 6:00PM in executive session. Councilor Hodges seconded and with a four to one vote, Mayor Hedenskog voting nay, Council voted to approve this motion.

Adjournment

Mayor Hedenskog moved, Councilor Schreiber seconded and Council voted unanimously to adjourn the meeting at 9:45 PM.

Respectfully submitted:

ATTESTED this 24th day of April 2023:

Ron Hedenskog, Mayor

Janell K. Howard, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	3,646,440.00	119,380.62	3,575,043.75	71,396.25	98.0
LICENSES AND PERMITS	296,500.00	122,819.12	395,902.20	(99,402.20)	133.5
INTERGOVERNMENTAL	293,500.00	11,394.04	143,048.60	150,451.40	48.7
CHARGES FOR SERVICES	994,500.00	35,258.63	342,219.02	652,280.98	34.4
OTHER REVENUE	125,500.00	4,349.31	186,773.44	(61,273.44)	148.8
TRANSFERS IN	633,382.00	.00	.00	633,382.00	.0
	5,989,822.00	293,201.72	4,642,987.01	1,346,834.99	77.5
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	35,168.00	3,328.36	30,332.14	4,835.86	86.3
MATERIAL AND SERVICES	12,850.00	325.00	3,383.23	9,466.77	26.3
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	48,018.00	3,653.36	33,715.37	14,302.63	70.2
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	384,120.00	31,843.56	309,223.66	74,896.34	80.5
MATERIAL AND SERVICES	227,300.00	15,828.34	255,587.34	(28,287.34)	112.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	611,420.00	47,671.90	564,811.00	46,609.00	92.4
POLICE:					
PERSONAL SERVICES	3,027,250.00	226,897.09	2,186,852.02	840,397.98	72.2
MATERIAL AND SERVICES	204,000.00	17,559.64	145,864.97	58,135.03	71.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	67,867.00	4,452.31	54,377.73	13,489.27	80.1
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,299,117.00	248,909.04	2,387,094.72	912,022.28	72.4
FIRE:					
PERSONAL SERVICES	235,238.00	18,719.73	172,836.07	62,401.93	73.5
MATERIAL AND SERVICES	105,500.00	6,876.04	63,031.37	42,468.63	59.8
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	.00	30,579.01	.99	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	371,318.00	25,595.77	266,446.45	104,871.55	71.8

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	242,675.00	14,635.05	143,816.72	98,858.28	59.3
MATERIAL AND SERVICES	92,900.00	2,034.65	24,276.26	68,623.74	26.1
CAPITAL OUTLAY	.00	.00	217.58	(217.58)	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	335,575.00	16,669.70	168,310.56	167,264.44	50.2
PARKS & RECREATION:					
PERSONAL SERVICES	285,789.00	20,946.41	201,013.23	84,775.77	70.3
MATERIAL AND SERVICES	121,300.00	10,800.04	103,154.76	18,145.24	85.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	417,070.00	31,746.45	314,147.99	102,922.01	75.3
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	700,000.00	.00	.00	700,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	700,000.00	.00	.00	700,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	94,384.00	.00	62,700.40	31,683.60	66.4
MATERIAL AND SERVICES	56,200.00	447.40	40,444.14	15,755.86	72.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	150,584.00	447.40	103,144.54	47,439.46	68.5
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	168,600.00	12,117.88	84,412.32	84,187.68	50.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	285,000.00	.00	.00	285,000.00	.0
CONTINGENCIES AND RESERVES	623,120.00	.00	.00	623,120.00	.0
	1,076,720.00	12,117.88	84,412.32	992,307.68	7.8
	7,009,822.00	386,811.50	3,922,082.95	3,087,739.05	56.0
	(1,020,000.00)	(93,609.78)	720,904.06	(1,740,904.06)	70.7

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	710,000.00	33,421.71	352,100.78	357,899.22	49.6
OTHER REVENUE	20,200.00	192.00	8,199.02	12,000.98	40.6
TRANSFER IN	.00	.00	.00	.00	.0
	<u>730,200.00</u>	<u>33,613.71</u>	<u>360,299.80</u>	<u>369,900.20</u>	<u>49.3</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	231,087.00	17,218.51	167,706.30	63,380.70	72.6
MATERIAL AND SERVICES	215,500.00	7,323.85	75,696.29	139,803.71	35.1
CAPITAL OUTLAY	250,000.00	.00	2,500.00	247,500.00	1.0
DEBT SERVICE	4,409.00	.00	.00	4,409.00	.0
TRANSFERS OUT	119,370.00	.00	.00	119,370.00	.0
CONTINGENCIES AND RESERVES	139,834.00	.00	.00	139,834.00	.0
	<u>960,200.00</u>	<u>24,542.36</u>	<u>245,902.59</u>	<u>714,297.41</u>	<u>25.6</u>
	<u>960,200.00</u>	<u>24,542.36</u>	<u>245,902.59</u>	<u>714,297.41</u>	<u>25.6</u>
	<u>(230,000.00)</u>	<u>9,071.35</u>	<u>114,397.21</u>	<u>(344,397.21)</u>	<u>49.7</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,885,000.00	131,658.10	1,382,801.15	502,198.85	73.4
OTHER INCOME	48,000.00	2,810.00	36,436.30	11,563.70	75.9
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,933,000.00</u>	<u>134,468.10</u>	<u>1,419,237.45</u>	<u>513,762.55</u>	<u>73.4</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	404,558.00	29,841.91	296,245.62	108,312.38	73.2
MATERIAL AND SERVICES	197,800.00	18,738.48	138,938.91	58,861.09	70.2
CAPITAL OUTLAY	50,000.00	.00	30,080.42	19,919.58	60.2
DEBT SERVICE	28,294.00	2,331.01	21,583.47	6,710.53	76.3
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>704,652.00</u>	<u>50,911.40</u>	<u>486,848.42</u>	<u>217,803.58</u>	<u>69.1</u>
WATER TREATMENT:					
PERSONAL SERVICES	28,833.00	2,254.25	21,466.11	7,366.89	74.5
MATERIAL AND SERVICES	545,780.00	42,008.62	370,962.14	174,817.86	68.0
CAPITAL OUTLAY	10,000.00	195.00	195.00	9,805.00	2.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	728,196.00	.00	.00	728,196.00	.0
CONTINGENCIES AND RESERVES	143,154.00	.00	.00	143,154.00	.0
	<u>1,458,348.00</u>	<u>44,457.87</u>	<u>395,007.74</u>	<u>1,063,340.26</u>	<u>27.1</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,163,000.00</u>	<u>95,369.27</u>	<u>881,856.16</u>	<u>1,281,143.84</u>	<u>40.8</u>
	<u>(230,000.00)</u>	<u>39,098.83</u>	<u>537,381.29</u>	<u>(767,381.29)</u>	<u>233.6</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,508,300.00	248,579.01	2,562,186.11	946,113.89	73.0
OTHER REVENUE	10,000.00	.00	18,845.70	(8,845.70)	188.5
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,513,800.00</u>	<u>248,579.01</u>	<u>2,581,031.81</u>	<u>932,768.19</u>	<u>73.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	624,241.00	46,677.57	441,997.50	182,243.50	70.8
MATERIAL AND SERVICES	235,500.00	5,845.04	94,906.26	140,593.74	40.3
CAPITAL OUTLAY	15,000.00	.00	4,322.57	10,677.43	28.8
DEBT SERVICE	28,294.00	2,330.99	21,583.51	6,710.49	76.3
TRANSFERS OUT	212,522.00	.00	.00	212,522.00	.0
	<u>1,115,557.00</u>	<u>54,853.60</u>	<u>562,809.84</u>	<u>552,747.16</u>	<u>50.5</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	43,586.00	3,381.53	32,200.06	11,385.94	73.9
MATERIAL AND SERVICES	1,118,925.00	101,441.85	735,820.15	383,104.85	65.8
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,385.00	.00	2,384.49	.51	100.0
TRANSFERS OUT	1,350,434.00	.00	.00	1,350,434.00	.0
CONTINGENCIES AND RESERVES	242,413.00	.00	.00	242,413.00	.0
	<u>2,772,743.00</u>	<u>104,823.38</u>	<u>770,404.70</u>	<u>2,002,338.30</u>	<u>27.8</u>
	<u>3,888,300.00</u>	<u>159,676.98</u>	<u>1,333,214.54</u>	<u>2,555,085.46</u>	<u>34.3</u>
	<u>(374,500.00)</u>	<u>88,902.03</u>	<u>1,247,817.27</u>	<u>(1,622,317.27)</u>	<u>333.2</u>

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 9 MONTHS ENDING MARCH 31, 2023

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	639,676.00	14,643.03	693,064.67	(53,388.67)	108.4
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	14,266.09	(12,266.09)	713.3
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>641,676.00</u>	<u>14,643.03</u>	<u>707,330.76</u>	<u>(65,654.76)</u>	<u>110.2</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	186,000.00	.00	5,279.30	180,720.70	2.8
CAPITAL OUTLAY	1,355,676.00	10,901.14	811,246.70	544,429.30	59.8
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,541,676.00</u>	<u>10,901.14</u>	<u>816,526.00</u>	<u>725,150.00</u>	<u>53.0</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,541,676.00</u>	<u>10,901.14</u>	<u>816,526.00</u>	<u>725,150.00</u>	<u>53.0</u>
	<u>(900,000.00)</u>	<u>3,741.89</u>	<u>(109,195.24)</u>	<u>(790,804.76)</u>	<u>(12.1)</u>

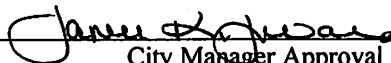
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 24, 2023

Originating Dept: City Manager

Signature (submitted by)


City Manager Approval

Subject:

Adopt Coos Curry Electric Cooperative Franchise Ordinance

Recommended Motion:

Adopt Ordinance 23-O-806, an Ordinance granting a 10-year franchise to Coos-Curry Electric Cooperative, Inc., for the operation of an electric power transmission and distribution system within the City of Brookings; prescribing the terms, conditions, and manner of the acceptance of such franchise; repealing Ordinance 23-O-805.

Background/Discussion:

The City Council reviewed a draft Ordinance considering a 20-year franchise with Coos Curry Electric Cooperative (CCEC) at their December 12, 2022 meeting with no decision, and on January 9, 2023, the Council extended the current Ordinance to March 31, 2023.

On February 13, 2023, the City Council directed staff to bring back an ordinance for the CCEC Franchise, for adoption at the February 27, 2023 council meeting. The Council voted to include in the ordinance:

- Franchise fee of 5.0%
- Requirement for CCEC to cover operating and maintenance costs of street lights
- 10-year term

Ordinance 23-O-805 included the LOC model franchise language. It also included more specifics regarding facilities, repairs, maintenance, and requirements related to using Right-of-Ways and Public Works permits.

On February 27, 2023, the City Council adopted Ordinance 23-O-805, granting a 10-year franchise agreement to CCEC, which included a “ramp up” from 3.0% upon the effective date of the ordinance, to 4.0% effective 1/1/2024, and to 5.0% effective 1/1/2025. CCEC declined to sign that agreement, stating two primary concerns: (1) not including language regarding “socialization”, and (2) wanting Section 10(B) to be deleted in its entirety, and replaced with

"Grantee shall furnish the City all street lighting service pursuant to Grantee's Schedule 51 – Area Lighting & Public Street Lighting Service, attached as Exhibit A to the franchise agreement, as such may be amended or renumbered from time to time by Grantee's Board of Directors. It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures."

The attached draft Ordinance 23-O-806 addresses those two concerns. Also, unusual for an ordinance, this includes an effective date of fewer than 30 days from adoption. In the Brookings Charter, Section 32 states that a nonemergency ordinance takes effect on the thirtieth day after its adoption or on a later day the ordinance prescribes. An ordinance adopted to meet an emergency may take effect as soon as adopted. Since Ordinance 23-O-805 had an effective date of March 27, 2023, and Ordinance 23-O-806 has no material changes from the intent of the prior ordinance, the City may declare this an emergency, as we currently don't have an active franchise agreement.

Attachment(s):

- a. Draft 23-O-806, Ordinance CCEC Franchise
- b. Exhibit A, CCEC Schedule 51, Public Street Lighting fees
- c. 23-O-805, Ordinance CCEC, adopted February 27, 2023
- d. 02-O-555, Ordinance Coos Curry Electric Cooperative Franchise

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON
ORDINANCE 23-O-806

IN THE MATTER OF ORDINANCE 23-O-806, GRANTING A 10-YEAR FRANCHISE TO COOS-CURRY ELECTRIC GRANTEE, INC., FOR THE OPERATION OF AN ELECTRIC POWER TRANSMISSION AND DISTRIBUTION SYSTEM WITHIN THE CITY OF BROOKINGS; PRESCRIBING THE TERMS, CONDITIONS AND MANNER OF THE ACCEPTANCE OF SUCH FRANCHISE; REPEALING ORDINANCE NO. 23-O-805.

- Section 1. Repeal of Ordinance
- Section 2. Grant of Franchise
- Section 3. Emergency Repair
- Section 4. Installation of Facilities
- Section 5. Restoration of Facilities
- Section 6. Construction Conflicts to be Avoided
- Section 7. Adjustments to Facilities
- Section 8. Conditions on Sale, Transfer, or Assignment
- Section 9. Indemnification
- Section 10. Terms and Conditions of Franchise
- Section 11. Grantee Use of Poles
- Section 12. Term
- Section 13. Acceptance

The City of Brookings Ordains as Follows:

Section 1. Repeal of Ordinance No. 23-O-805. Ordinance No. 23-O-805 of the City of Brookings (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Brookings and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Grantee"), under said Ordinance No. 23-O-805 shall be settled between said parties as of the date that the Grantee shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Grantee's governing board.

Section 2. Grant of Franchise. There is hereby granted by the City of Brookings ("City") to the Coos Curry Electric Cooperative, Inc. ("Grantee"), the non-exclusive right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Brookings.

Section 3. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee's electric service facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works

permit. All emergency maintenance and repair work, erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works and Development Services Department ("Public Works Department") of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in material and workmanship and depending on the extent of the work, may require additional sureties as defined in Section 3 herein.

Section 4. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of electric services by means of poles, conduits, wires, cables, and other equipment or appliances, or relocation of any of the Grantee's electric services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Public Works Department via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship.

When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules, and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules, or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Franchise does not require Grantee to comply with existing or future ordinances, resolutions, rules, or orders that conflict with any specific provision of this Franchise.

The word “applicable”, as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or intentional wrongful act of the City and including the following statement: “It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew.”

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/ blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee’s facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.355(4)

Section 5. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Brookings Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be

made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne proportionately by the Grantee and other utilities being concurrently relocated as coordinated and adjudicated by the City unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

"Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited to water and sewer facilities. It shall not include the relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation. Nothing herein shall be deemed to preclude the City from agreeing in writing, in its sole discretion, to contribute to utility operators' costs for such relocation.

Section 6. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 7. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or

consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 8. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

Section 9. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 10. Terms and conditions of franchise.

A. In consideration of the rights, privileges and franchise hereby granted in Section 2 of this ordinance, Grantee shall pay to the City a fee equivalent to 3.0% of the Grantee's gross operating revenues, earned within the City ("Franchise Fee") upon effective date of ordinance, increasing to 4.0% effective January 1, 2024, and increasing to 5.0% effective January 1, 2025 for the duration of the franchise granted by this Ordinance. Payment of said fee shall be made monthly by the fifteenth (15th) of the following month. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

B. Grantee shall furnish the City all street lighting service pursuant to Grantee's Schedule 51 – Area Lighting & Public Street Lighting Service, attached as Exhibit A to the franchise agreement, as such may be amended or renumbered from time to time by Grantee's Board of Directors. It is understood that as existing bulbs or fixtures fail, Grantee shall replace existing light fixtures with LED light fixtures.

C. For the avoidance of doubt, the Franchise Fee provided in Section 10A shall constitute the City's entire remuneration from the Grantee for the rights and privileges granted in Section 2 of this ordinance. Electricity furnished to the City-owned decorative street lights in the downtown area will be billed at the Grantee's small commercial rate, as such may be modified from time-to-time by the Grantee's Board of Directors, and the City shall be responsible for all maintenance, removal, replacement, and repair of said lights.

Section 11. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

Section 12. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 12 ("Effective Date").

Section 13. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within

sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

Passed by the City Council on April 24, 2023; effective May 1, 2023.

First Reading: _____ Passage: _____
Second Reading: _____ Effective Date: _____

Signed by me in the authentication of its passage _____ day of _____

ATTEST:

Mayor Ron Hedenskog

City Recorder Janell K Howard

Accepted by the Franchisee:

The amendment to the Franchise granted to Coos Curry Electric Cooperative, Inc. as set forth in this Ordinance is hereby accepted by the Franchisee on the _____ day of _____ 2023.

Signature: _____

Printed Name: Brent Bischoff

Title: General Manager/CEO



COOS-CURRY ELECTRIC COOPERATIVE, INC.
PO BOX 1268
PORT ORFORD OR 97465

AREA LIGHTING & PUBLIC STREET LIGHTING SERVICE

Schedules
(Parent Account) Area Lighting 51 Public Street Lighting

AVAILABILITY

Available for controlled and dusk-to-dawn lighting systems for public street lighting and for yard or security lighting, subject to the established rules and regulations of the Cooperative.

MONTHLY RATE

Public Street Lighting

1 - 100 watt High Pressure Sodium Fixture	\$18.21
2 - 175 watt Mercury Vapor	\$18.21
3 - 200 watt High Pressure Sodium Fixture	\$24.28
4 - 250 watt High Pressure Sodium Fixture	\$24.28
5 - 400 watt Mercury Vapor	\$24.28

Yard or Security Lighting

11- 100 watt High Pressure Sodium Fixture	\$18.21
12- 175 watt Mercury Vapor	\$18.21
13- 200 watt High Pressure Sodium Fixture	\$24.28
14- 250 watt High Pressure Sodium Fixture	\$24.28
15- 400 watt Mercury Vapor	\$24.28

CONDITIONS OF SERVICE

Area lighting equipment, including lamps, fixtures, necessary circuits, transformers, and additional guys and fittings, will be furnished and installed on poles by the Cooperative. The annual minimum charge will be twelve (12) times the appropriate monthly charge.

TERMS OF PAYMENT

All bills become due and payable at time of receipt of bill.

Payment for primary high voltage line to serve security lighting only will be determined by the Cooperative.

Effective with bills rendered on and after July 1, 2020.

Rate Approved 02/20/2020 Schedule Approved 03/26/2020 Effective 07/01/2020

**IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON**

ORDINANCE 23-O-805

IN THE MATTER OF ORDINANCE 23-O-805, GRANTING A 10-YEAR FRANCHISE TO COOS-CURRY ELECTRIC GRANTEE, INC., FOR THE OPERATION OF AN ELECTRIC POWER TRANSMISSION AND DISTRIBUTION SYSTEM WITHIN THE CITY OF BROOKINGS; PRESCRIBING THE TERMS, CONDITIONS AND MANNER OF THE ACCEPTANCE OF SUCH FRANCHISE; REPEALING ORDINANCE NO. 02-O-555.

Section 1.	Repeal of Ordinance
Section 2.	Grant of Franchise
Section 3.	Emergency Repair
Section 4.	Installation of Facilities
Section 5.	Restoration of Facilities
Section 6.	Construction Conflicts to be Avoided
Section 7.	Adjustments to Facilities
Section 8.	Conditions on Sale, Transfer, or Assignment
Section 9.	Indemnification
Section 10.	Terms and Conditions of Franchise
Section 11.	Grantee Use of Poles
Section 12.	Term
Section 13.	Acceptance

The City of Brookings Ordains as Follows:

Section 1. Repeal of Ordinance No. 02-O-555. Ordinance No. 02-O-555 of the City of Brookings (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Brookings and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Grantee"), under said Ordinance No. 02-O-555 shall be settled between said parties as of the date that the Grantee shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Grantee's governing board.

Section 2. Grant of Franchise. There is hereby granted by the City of Brookings ("City") to the Coos Curry Electric Cooperative, Inc. ("Grantee"), the non-exclusive right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Brookings.

Section 3. Emergency Repair and Maintenance of Existing Facilities. In case of an emergency, it shall be lawful for Grantee to make all needful excavations and erections in any Public Right of Way in the City for the purpose of repairing and maintaining Grantee's electric service facilities, including existing poles or other supports or conduits for wires, whether copper, fiber optic or other technology, and appliances and auxiliary equipment without a Public Works

permit. All emergency maintenance and repair work, erections of poles and appliances and laying of wires shall be done in compliance with such applicable rules, regulations, ordinances, or orders in effect at the time of the work.

Grantee shall notify the City Public Works and Development Services Department ("Public Works Department") of any emergency repair and maintenance work as soon as reasonably practicable, and in any event within 48 hours. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in material and workmanship and depending on the extent of the work, may require additional sureties as defined in Section 3 herein.

Section 4. Installation of New Facilities and Expansion of Services. Except as expressly set forth in this Section, prior to commencing ordinary construction, extension, or installation of electric services by means of poles, conduits, wires, cables, and other equipment or appliances, or relocation of any of the Grantee's electric services facilities in the Public Rights of Way within the City, the Grantee shall obtain a Public Works Permit by submitting to the City's Public Works Department representatives a plan showing the location of the proposed construction, extension or relocation for purposes of utility location. Construction shall be in accordance with the City ordinances, rules, and requirements and Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Public Works Department via a Public Works Permit, and meet with the Public Works Department representative, if requested prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint showing the location of all proposed excavations, pipes, conduits, or other apparatus. Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee. All work shall be maintained against defects in materials and workmanship.

When the City reasonably determines that the nature and performance of Grantee's work in the City requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, the City may require Grantee to furnish to the City a performance or maintenance bond for the estimated value of all the work for the stated interval to insure compliance by Grantee with rules, regulations, ordinances, and orders of the Council relating to its operations within the City as provided for under this section, after the receipt of notice and an opportunity for Grantee to cure any defect.

Grantee must comply with applicable City ordinances, resolutions, rules, and orders that generally apply to the reasonable management of the safety and use of Public Rights of Way within the City as such requirements exist at the time of Grantee's work. However, by entering this agreement, Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules, or orders enacted after the Effective Date. In addition, to the extent permitted by law, this Franchise does not require Grantee to comply with existing or future ordinances, resolutions, rules, or orders that conflict with any specific provision of this Franchise.

The word “applicable”, as used in this paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the Public Right of Way and to protect the public and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee.

Grantee shall furnish to the City, and maintain a current copy on file, a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinances as of the Effective Date, naming the City as additional insured against those risks for any act or omission that is not a negligent or intentional wrongful act of the City and including the following statement: “It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew.”

Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/ blueprints for 1) Customer service connections/drops, repairs or maintenance that do not require installation of facilities in the Public Right of Way, altering, cutting or breaking of the roadway, curb or sidewalk, or 2) Routine maintenance or repair of above ground Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish the City with record drawings as maintained in the ordinary course of business showing Grantee’s facilities within the Public Right of Way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.355(4)

Section 5. Restoration of Facilities. Whenever Grantee shall disturb any Public Right of Way, it shall restore the same to a condition as specified in the current version of the City of Brookings Engineering Requirements and Standard Specification for Public Works Infrastructure equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so in a timely manner, the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by Grantee, within the time so reasonably prescribed, the City may cause such repairs to be

made at the expense of Grantee, after having provided Grantee with written notice and a reasonable opportunity to cure.

The City may cause the Grantee to remove or relocate any pole, underground conduit or equipment belonging to the Grantee, including relocating aerial facilities to an underground location, whenever the relocation is for public necessity, and the cost shall be borne proportionately by the Grantee and other utilities being concurrently relocated as coordinated and adjudicated by the City unless such cost is chargeable by law or tariff to another party, or necessitated for the benefit of a third party other than the City.

Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City may remove it at Grantee's expense.

"Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways and the construction or reconstruction of public improvements and infrastructure, including but not limited to water and sewer facilities. It shall not include the relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for the benefit of a third party as described in the previous sentence, the cost shall be borne by the party requesting relocation. Nothing herein shall be deemed to preclude the City from agreeing in writing, in its sole discretion, to contribute to utility operators' costs for such relocation.

Section 6. Construction Conflicts to be Avoided. Nothing in this Franchise shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the Public Right of Way within the City in or upon which the poles, wires, or other conductors of Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the Grantee's use of said poles, wires, conductors, conduits, pipes or other apparatus.

Section 7. Adjustments to Facilities. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables, or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the City shall not require any such action of Grantee until the person or persons desiring to move any such buildings, machinery or other objects, agrees to pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and agrees to deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and agrees to pay all damages and claims of any kind whatsoever, direct or

consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

Section 8. Conditions on Sale, Transfer or Assignment. The franchise granted shall be binding upon the successors, legal representatives and assigns of the Grantee. Grantee may sell, transfer or otherwise assign this Franchise without City's consent upon approval from appropriate regulatory authority (Public Utility Commission of Oregon or Federal Communications Commission), if applicable, provided that no such transfer, sale or assignment of this franchise shall be binding on City unless and until City has notice of same in writing, until the transferee in writing has accepted the terms and conditions of this Franchise and until the transferee has submitted satisfactory proof to City of the liability insurance coverage required by this Franchise and has submitted bonds or other guarantees that any work begun by Company and then in progress under the terms of a City permit shall be performed by the transferee to City's standards.

Section 9. Indemnification. Grantee shall indemnify, defend and hold harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this Franchise. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. The City shall give Grantee prompt notice of any claim (or advance notice of claim) received by the City as to which the City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

Section 10. Terms and conditions of franchise.

A. In consideration of the rights, privileges and franchise hereby granted in Section 2 of this ordinance, Grantee shall pay to the City a fee equivalent to 3.0% of the Grantee's gross operating revenues, earned within the City ("Franchise Fee") upon effective date of ordinance, increasing to 4.0% effective January 1, 2024, and increasing to 5.0% effective January 1, 2025 for the duration of the franchise granted by this Ordinance. Payment of said fee shall be made monthly by the fifteenth (15th) of the following month. The City reserves the right to audit the payments made by Grantee to assure they comply with the requirements of this franchise. All costs and charges associated with a review or audit of the franchise fee payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Written notice for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

B. In consideration of the granting of said franchise, the Grantee shall also furnish the City, without charge, all street lights including installation, maintenance, and replacement of bulbs. It is understood that Grantee shall replace existing lights with LED lights, when they are scheduled for replacement.

C. For the avoidance of doubt, the Franchise Fee provided in Section 10A and the provision of all street lights to the City at no cost provided in Section 10B shall constitute the City's entire remuneration from the Grantee for the rights and privileges granted in Section 2 of this ordinance. Electricity furnished to the City-owned decorative street lights in the downtown area will be billed at the Grantee's small commercial rate, as such may be modified from time-to-time by the Grantee's Board of Directors, and the City shall be responsible for all maintenance, removal, replacement, and repair of said lights.

Section 11. Grantee Use of Poles. In further consideration of the rights and privileges herein granted, the Grantee hereby grants to the City the right and privilege free of charge to suspend and maintain on poles placed by the Grantee in the Public Rights of Way, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by the Grantee within 30 days of notification.

Section 12. Term. The rights, privileges and franchise herein granted shall continue and be in force the period of ten (10) years from and after the date this Franchise takes effect, provided that Grantee accepts the franchise as required in Section 12 ("Effective Date").

Section 13. Acceptance. The Grantee shall file with the City Recorder its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this Franchise shall become effective; and this Franchise shall become null and void unless such acceptance is so filed. The Grantee shall at all times, fully and faithfully, perform all of the terms, provisions and conditions of this Franchise and all other ordinances and orders of the City Council as specified herein.

First Reading: February 27, 2023 Passage: February 27, 2023
Second Reading: February 27, 2023 Effective Date: March 29, 2023

Signed by me in authentication of its passage this 27th day of February, 2023

ATTEST:


Mayor Ron Hedenskog


City Recorder Janell K Howard

Accepted by the Franchisee:

The amendment to the Franchise granted to Coos Curry Electric Cooperative, Inc. as set forth in this Ordinance is hereby accepted by the Franchisee on the _____ day of _____ 2023.

Signature: _____

Printed Name: Brent Bischoff

Title: General Manager/CEO

**IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON**

In the matter of an Ordinance granting a 20-year)
franchise to Coos-Curry Electric Cooperative,)
Inc., for the operation of an electric power)
transmission distribution system within the City)
of Brookings; prescribing the terms, conditions)
and manner of the acceptance of such franchise;)
repealing ordinance no. 82-O-368.)

ORDINANCE No. 02-O-555

Sections:

- | | |
|-------------|---|
| Section 1. | Repeal of Ordinance No. 82-O-368. |
| Section 2. | Grant of 20-year franchise to Coos-Curry Electric Cooperative, Inc. |
| Section 3. | Terms and conditions of franchise. |
| Section 4. | Cooperative to furnish street lights without charge. |
| Section 5. | Location of equipment. |
| Section 6. | Repairs to be responsibility of Cooperative. |
| Section 7. | City to be held harmless. |
| Section 8. | Cooperative to abide by ordinances and Oregon State Statutes. |
| Section 9. | City to retain all rights and remedies. |
| Section 10. | Franchise to be exclusive. |
| Section 11. | Acceptance of franchise. |
| Section 12. | Terms of renegotiation of franchise. |

The City of Brookings ordains as follows:

Section 1. Repeal of Ordinance No. 82-O-368. Ordinance No. 82-O-368 of the City of Brookings (hereinafter referred to as "City") is hereby repealed; said repeal effective on the date of this ordinance's passage. The respective claims of the City of Brookings and Coos-Curry Electric Cooperative, Inc. (hereinafter referred to as "Cooperative"), under said Ordinance No. 82-O-368 shall be settled between said parties as of the date that the Cooperative shall have accepted the franchise herein provided in this ordinance, said acceptance being in written form provided the City by a duly authorized resolution of the Cooperative's governing board.

Section 2. Grant of 20-year franchise to Coos-Curry Electric Cooperative, Inc. There is hereby granted unto the Cooperative, a cooperative corporation organized under the laws of the state of Oregon, upon the terms and conditions hereinafter set forth, the right, privilege and franchise of installing, owning, operating, and maintaining an electric power service transmission and distribution system by means of poles, conduits, wires, cables, and other equipment or appliances in, upon, over, under and along the streets, alleys or other public places within the corporate limits of the City of Brookings for a period of 20 years from the date of the enactment of this ordinance.

Section 3. Terms and conditions of franchise. During the period of this franchise the City shall not levy upon or exact from the Cooperative any license fee, franchise or privilege tax, or other charges, the consideration stated hereinbelow being in lieu of all such taxes, license fees or charges.

Section 4. Cooperative to furnish street lights without charge. In consideration of the granting of said franchise, the Cooperative shall furnish the City, without charge, 266 street lights with wattage not to exceed 200 watts, including installation, maintenance, replacement of bulbs, and electric energy for operation of same. It is understood that more than this number of street lights may now be in operation within the City; and the remaining lights and all additional lights installed hereafter in excess of 266 shall be upon the customary contractual basis; provided however, that the said 266 lights are furnished based on a theoretical population of the City of 5,680 persons, then and at that time, the Cooperative shall furnish one additional light as the City may designate for each increase of 21 persons over said theoretical population of 5,680 persons.

Section 5. Location of equipment. The Cooperative shall advise the City Engineer and City Manager of the City of the proposed location of any new, substitute or replacement poles, conduits, wires, cables or other equipment not less than five days prior to commencement of work thereon or installation or relocation pertinent thereto; and further, the city engineer or city manager may require reasonable changes in proposed locations for the purpose of protecting public health, safety, welfare and traffic.

Section 6. Repairs to be responsibility of Cooperative. All openings or breaks in public street, thoroughfares, alleys or the like shall be made and repaired promptly at the sole expense of the Cooperative and shall be lighted and barricaded for the protection of the public.

Section 7. City to be held harmless. The Cooperative shall, and by its acceptance hereof does, expressly assure all risk of operation of its system within the City therefrom, including, but not limited to, all damages which may be awarded against it in favor of any person or persons, firm or corporation resulting from any act or thing done or omitted to be done by the Cooperative by virtue of the authority herein granted or said corporation's business operations.

Section 8. Cooperative to abide by ordinances and Oregon State Statutes. The Cooperative, its employees or agents shall abide by the ordinances of the City herewith now in existence or hereinabove enacted as equally and to the same extent as any private citizen or public concern, excepting only for the rights and privileges granted said Cooperative hereunder; and further, the Cooperative shall not violate any applicable provisions of the Oregon Antitrust Law codified in ORS 646.705 to 646.836 nor shall the granting of this franchise be in any way construed as in violation thereof; and further, the Cooperative shall not infringe, violate or engage in any activity prohibited by the Oregon Unlawful Trade Practices Act as defined in ORS 646.605 to 646.652, this franchise being subject to the sanctions contained within such statutory provisions including, but not limited to, ORS 646.646.

This franchise is subject to said above-stated terms and statutory provisions; and further, should any part hereof contravene such terms or provisions, then any provision herein contained contrary thereto shall be deemed null and void.

Section 9. City to retain all rights and remedies. Except for the franchise right granted herein, the City shall retain all of its rights and remedies under ORS 221.420 to 221.470. The City shall retain its general municipal police powers and the exercise of such over the erection, installation, replacement and maintenance of poles, wires and similar apparatus of the Cooperative

in streets, alleys and public ways; and further, such police power shall extend to the designation of on what parts of streets there may be erected poles, lines, conduits or other apparatus, or in proper cases, to require relocation thereof, and compel all generally accepted improvements which tend to decrease the obstruction of the streets or increase the safety or convenience of the public in their use; and further, said power shall extend, although not limited to, the regulation of the use, location, height, and size of utility poles as part of the City's general planning and zoning process and power.

Section 10. Franchise to be exclusive. No franchise shall be granted unto any other person, firm or corporation to engage in a similar business within the City of Brookings during the term of this franchise, except upon payment of comparable consideration to the City of Brookings in money or services, unless otherwise permitted under the provisions hereof or mandated by any state or federal law, rule or regulation.

Section 11. Acceptance of franchise. The grant of franchise herein made shall be void and of no effect unless the Cooperative shall of itself accept and agree in writing to the terms and conditions of this ordinance, which acceptance shall be filed with the city recorder prior to 45 days after the passage of this ordinance.

Section 12. Terms of renegotiation of franchise. Either the City or the Cooperative, as the case may be, may submit a written request to the other for the purposes of renegotiating any or all portions of the franchise hereinunder granted.

First Reading: November 25, 2002

Second Reading: November 25, 2002

Passage: November 25, 2002

Effective Date: December 25, 2002

Signed by me in authentication of its passage this 25th day of November 2002.


Bob Hagbom
MAYOR

ATTEST:


Paul Hughes
City Finance Director/Recorder

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 24, 2023

Originating Dept: PWDS



Signature (submitted by)


City Manager Approval

Subject:

Ferry Creek Dam Removal

Recommended Motion:

1. Take no action on Ferry Creek Dam
2. Authorize City Manager to pursue the removal of Ferry Creek Dam as proposed by River Design Group
3. Consider Dyer recommendation to restore the dam and develop as a redundant water supply

Financial Impact:

The cost to design the dam removal project by River Design Group (RDG) is funded through the Oregon Water Resources Department (OWRD). The cost to remove the dam is unknown at this time but OWRD has indicated that funding may come from FEMA through OWRD.

Background/Discussion:

Ferry Creek Dam is located on Ferry Creek, a tributary to the Chetco River. The earthen dam is 45 feet tall and forms a reservoir that historically served as a drinking water source for the City of Brookings. The reservoir has not been used in the last 30 years and the Oregon Water Resources Department (OWRD) designated the dam as a HIGH HAZARD in 2015 due to the potential impacts to downstream landowners and the likelihood of failure. OWRD continues to inspect the dam annually and as of the June 17, 2022 inspection summary (attached), the dam remains a high hazard.

River Design Group (RDG) was retained by OWRD to develop a dam removal plan, cost estimate, and documents to provide the City of Brookings if they desire to remove the dam. RDG has performed field work that included a reservoir bathymetric survey, site survey of the dam and surrounding environment. A dam removal plan has been developed using standard construction techniques and equipment that are routinely utilized for similar projects. The dam removal plan keeps all materials on site and creates a stable, natural channel and safe area for future access and users.

The Dyer Partnership developed a feasibility study in 2018 which is available on the city's website:

<https://www.brookings.or.us/ArchiveCenter/ViewFile/Item/592>

The 271 page document explores five alternatives:

1. No action
2. Complete dam removal (\$2,946,130)
3. Re-alignment and expansion of Ferry Creek Dam. Relocation of spillway (\$8,815,000)
4. Re-alignment of Ferry Creek Dam (\$7,710,000)
5. Remove existing dam and build a Roller Compacted Concrete (RCC) dam (between \$11-\$16 Million)

Dyer recommended alternative three due to the projects ability to provide redundancy in our water system, provide nearly one mile of fish habitat along Ferry Creek, deliver streamflow augmentation during summer months and remove the threat of dam failure in the future.

At the conclusion of the Dyer feasibility study in 2018, staff recommended alternate one, no action based on the cost of the recommended alternative and to put any dam project on hold until federal funding would be available to assist with the project.

OWRD and RDG believes the cost of alternative two could be significantly reduced with the materials being placed on site as they are exploring that option. OWRD also believes we would be eligible for federal funding to remove the dam.

River Design Group presented a power point presentation (attached) at the October 3, 2022 workshop that highlighted a schematic proposal for the removal of Ferry Creek Dam. At the conclusion of that presentation, council considered the following options:

1. Take no action
2. Consider River Design Group proposal for dam removal
3. Consider Dyer recommendation to restore the dam and develop as a redundant water supply

Staff was directed to present the three options for decision at a regular Council meeting.

Attachments:

- a. OWRD June 2022 Dam Inspection Summary
- b. River Design Group Presentation – Ferry Creek Dam Removal



Oregon
Kate Brown, Governor

Water Resources Department
725 Summer St NE, Suite A
Salem, OR 97301
(503) 986-0900
Fax (503) 986-0904

June 17, 2022

Tony Baron,
Public Works & Developmental Services Director
City of Brookings
898 Elk Dr.
Brookings, OR 97415

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

This dam was inspected on March 3, 2022. I performed the inspection with State Engineer Tony Janicek. You were also there for the inspection. The Water Resources Department conducts routine inspections of the dam's exterior surfaces to identify conditions that might affect the safety of the dam. Dams are assigned a hazard rating based on downstream hazard to people and property, not on the condition of the dam. Ferry Creek Dam is classified as a high hazard dam. High hazard dams are typically inspected every year.

Summary: Results of the inspection are summarized in the table below. Detail regarding the inspection can be found in the following photos and text. Where work is needed, additional information can also be found in the section below. Any aspects of the dam that did not present a dam safety concern are not discussed in this letter.

Category	Inspected	Result
Access	☒	Adequate
Reservoir	☒	Adequate
Spillway	☒	Deficient
Seepage/Leakage	☒	None
Conduit	☒	Deficient
Embankment	☒	Deficient
Instrumentation/Monitoring	☒	None
Emergency Action Plan	☒	Adequate

Details & Recommendations:

We observed a gully in an area that had previously been covered by vegetation. It indicates some overtopping in the past (before 2014).

The spillway was flowing and the reservoir level was 4.3 feet below the dam crest at the time of the inspection. The recent minimum freeboard about 3.5 feet below the crest, which is a great improvement.

Reservoir

Erosion gully formation was observed on the downstream side of the embankment, which appears to be the result of an overtopping event. Insufficient freeboard increases the chances of a dam overtopping which may result in damage to, or catastrophic failure of, the dam. Graded material can be added to the top of the dam to increase the available freeboard.



Erosion likely caused by dam overtopping in the past

Spillway

The concrete-lined spillway is deteriorating due to uphill slope movement, which may result in the blocking the spillway with debris during a slope failure. The spillway approach channel is also overgrown with cattails. Debris or vegetation in the spillway has the potential to obstruct the spillway and reduce its ability to handle flood flows.



Concrete-lined spillway deteriorating from uphill slope movement



Spillway approach channel overgrown with Cattails

Conduit

There are multiple conduits on the dam. There has been no operation of these conduits for many years. They may still function for drainage of the reservoir, and would need to be operational for rehabilitation or removal of the dam.



Multiple conduits

Corrective Action Progress:

Continue to address the Corrective Actions as sent to the City on April 12, 2021. Thank you for meeting with us and initiating actions to evaluate options including removal of the dam. As provided in Oregon Revised Statute 540.467, you have the opportunity to meet with the Department to discuss the results of this inspection and the maintenance actions described above. We will continue to work with you and the engineers conducting the engineering analysis of options including removal.

Please note that if any work is to be completed on the dam or surrounding areas which either directly or indirectly impacts the reservoir, downstream waterway quality, or fish passage, other state and federal agencies may have permit requirements or regulations for this work.

This dam has major dam safety issues and is in Unsatisfactory condition. Please continue work to address the major dam safety issues identified above.

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

Sincerely,

A handwritten signature in black ink that reads "Keith Mills". The signature is written in a cursive, slightly slanted style.

**Keith Mills, P.E.
Senior Dam Safety Engineer
(541)706-0849**

**C: Tony Janicek Ph.D., P.E., State Engineer
Dam Safety File F-25**



Oregon Dam Safety Inspection Form

Name of Dam: FERRY CREEK			File #: F-25
Height: 65 ft.	Storage: 167 ac. ft.	Permit:	NID #: OR00437
High Hazard Dam	Condition Assessment: Unsatisfactory		District: 14
Date: March 3, 2022	Weather: ☒ Dry ☐ Rain ☐ Snow ☒ Now ☐ Recently	Prior Inspection: September 22, 2021	
Inspector(s): Keith Mills		Others on Site: Tony Janicek, Bobby Voeks, Arden Babb	
Issues from Prior Inspection:			

Rating Criteria: 5: Exemplary; 4: Adequate; 4-: Minor Maintenance; 3: Maintenance Action Needed; 2: Maintenance Action Neglected; 1: Unsafe Condition

General		Rating
Vehicle Access	☒ All Weather Road x Dirt Road ☐ None	4-
Access Control	☒ Gate ☒ Locked and Secured ☐ Fencing ☐ Signage ☐ None ☐ Other	4
Detail:		

Reservoir		Rating
Pool Level: 4.3 ft.	☐ Approximated ☒ Measured ☐ Other ☒ Crest ☐ Gage ☐ Other	
Minimum Freeboard	Vertical distance from debris line to lowest place on crest: 3.5 ft.	3
Condition	☒ No Issue ☐ Floating Debris/Trash ☐ Log Boom ☐ Unusual Condition ☐ Other	4
Detail:		

Spillway		Rating
Structure	☐ Earth ☒ Concrete ☐ Culvert ☒ Rock ☐ Trickle tube ☐ Other	
Approach Channel	☐ Clear ☒ Trees/brush ☐ Debris ☐ Erosion ☐ Other	4-
Control Section	☐ Concrete ☒ Rock ☐ Soil ☐ Culvert ☐ Other ☐ Unstable	4
Spillway dimensions	Width: ft. Depth: ft. ☐ Survey Attached	
Flashboards/Gate	☐ Yes ☒ No ☐ In place ☐ Operational ☐ Deteriorated	N/A
Discharge Channel	☒ Clear ☐ Trees/brush ☐ Leakage ☐ Headcutting feet from spillway control section, depth: feet.) ☐ None	2
Stilling basin	☒ None ☐ Functional ☐ Minor Erosion ☐ Severe Erosion ☐ Undercutting ☐ No Issue	N/A
Aux. Spillway	☐ Yes ☒ No (use "Detail" box below)	N/A
Detail:	Spillway channel deteriorating due to slope movement some cattails in approach, should be cleared when possible	

Seepage/Leakage		Rating
Serious Conditions	☒ None ☐ New Seepage ☐ Leakage ☐ Piping ☐ Discolored Water ☐ Boils ☐ Other	N/A
Seepage Locations	☐ Center ☐ Left ☐ Right ☐ Around Pipe	
Flow	☐ Wet Vegetation ☐ Spongy ☐ Standing Water ☐ Flowing Water	
Toe Drains	☒ None ☐ Working ☐ Damaged ☐ Buried ☐ Other	N/A
Flow (gpm)/Detail:		

Conduit		Rating
Control	☒ Manual ☐ Power ☐ None	2
Inlet	☒ Submerged ☐ Debris on trash rack ☐ Deterioration	
Control/Stem	☐ Missing ☐ Operable ☐ Damaged ☒ Inoperable ☐ Unknown	N/A
Valve(s) Cycling	☐ Frozen ☐ Unknown ☐ Past Year ☐ Frequent ☐ During Inspection	2
Principal Conduit	Diameter/Size: <u>24in.</u> Material: <u>Steel</u> Condition: <u>Severely corroded</u>	2
Primary Outlet	☐ Overgrown ☐ Clean ☒ Buried/Obstructed ☐ Pressurized ☐ Leaking: gpm	2
Other Outlet(s)	☒ Yes ☐ No	2
Detail:	3 penetrating conduits through dam	

Structure of Dam	☒ Earth ☐ Rock ☐ Concrete ☐ Other	Rating
Detail:		
Deformation	Seismic risk	2
Crest	☒ No Issues ☐ Settlement/Low Spots ☐ Narrow ☐ Wave Erosion	4
Erosion	☒ None ☐ Trampling ☐ Surface Erosion	3
Aux. Dam (s)	☐ Yes ☒ No Number:	
Detail:		

Animals		Rating
Evidence	☒ No Evidence ☐ Trails ☐ Burrows ☐ Deep Burrows Max Depth: ft.	4
Locations	Extensive: ☐ Yes ☒ No	
Detail:		

Vegetation		Rating
Cover	☐ None ☒ Low Grass ☐ High Grass ☒ Brush ☐ Small Trees ☐ Large Trees	4-
Locations	Impairs Inspection ☐ Yes ☒ No	4
Detail:	Cattails and blackberries should be removed from DS and US face	

Monitoring		Rating
Instrumentation	☒ None ☐ Weir ☐ Piezometer ☐ Camera ☐ Reservoir level ☐ Other	N/A
Monitoring	☒ None ☐ Continuous ☐ Frequent ☐ Past year ☐ Unknown	N/A

Expedited Re-inspection Needed: No Next Inspection Date: 2023

Emergency Action Plan: Exists: Yes Onsite: No Current: Yes

☐ Maintenance action - First Notice

☐ Maintenance action - Subsequent Inspection with Deficiency

☒ Corrective action - Unsafe Condition

Other Issues or Additional Detail Needed:

Ferry Creek Dam Removal



Scott Wright, PE, PMP, D.WRE
Principal Engineer
River Design Group, Inc.



Keith Mills, PE, GE
Dam Safety Engineer
Oregon Water Resources Dept.

History of Ferry Creek Dam



C&O Lumber
Builds Original
Dam

1913

Major Dam Upgrades

New spillway and water
control upgrades

1952

Bankus Dam
Rebuilt
Rebuilt from ground up
using on-site materials

1966

Redundant Water
Supply Plan (Civil West)

Recommend increase
reservoir capacity and
transmission main \$5.5M

2015

OWRD Safety Concerns

OWRD Classifies dam
as HIGH HAZARD

2016

Ferry Crk
Feasibility
Study (Dyer)
Recommend remove
and replace dam \$8.8M

2018

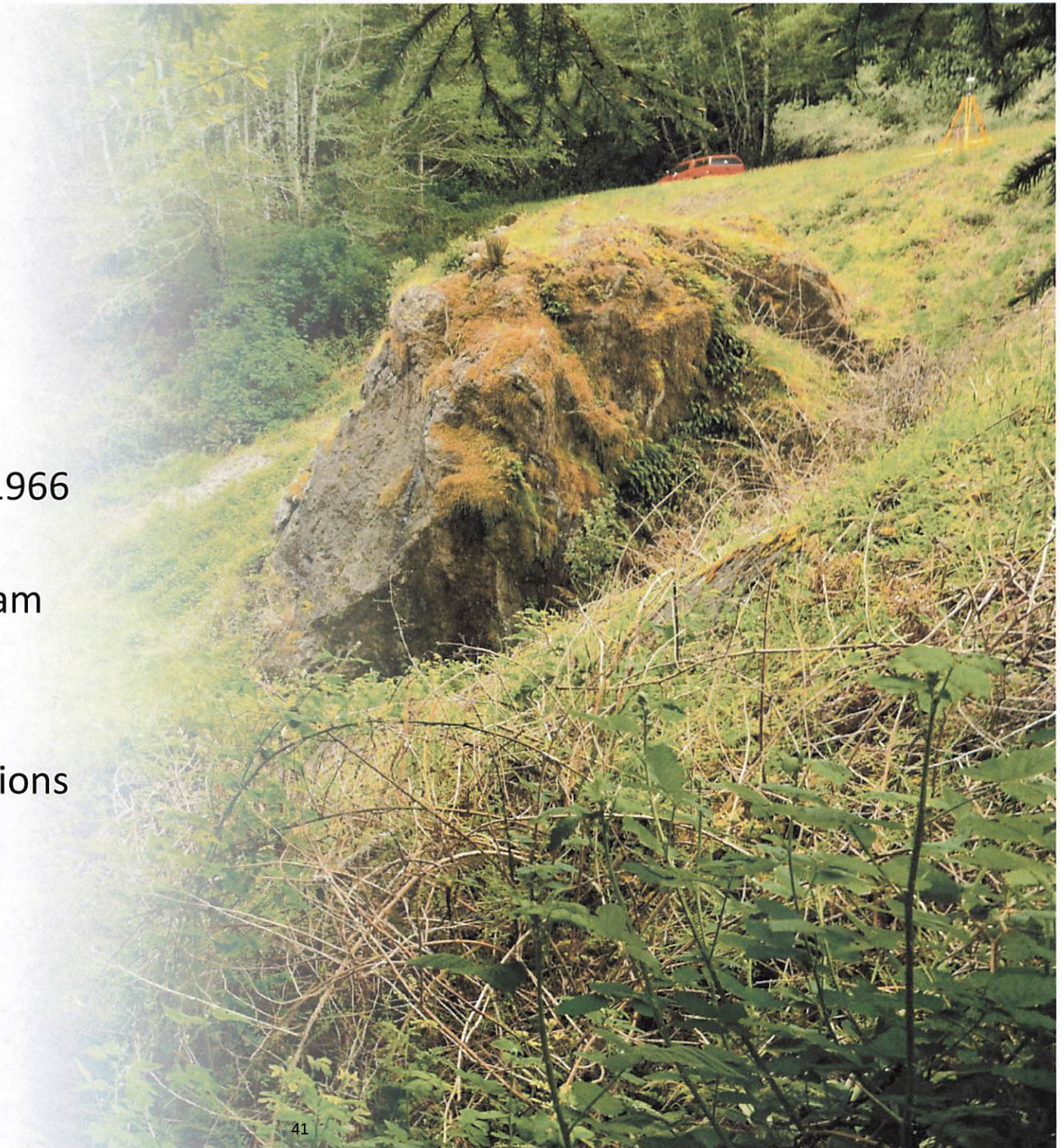
Dam Removal Plan

Development of plans for
potential dam removal

2022

Dam Safety Summary

- Design review for reconstruction in 1966
- Hazard rating – consequences if dam were to fail
- Initial rating low
- Infrequent inspections



Hazard Rating Reviews

- Began reviews around 10 years ago
- Dam Breach inundation analysis
- Indicates depth and high velocities at mouth of Ferry Creek if dam were to fail



Engineer's Inspection and Analysis

- Began in 2015
- Unusual dam
- Slope movement into spillway
- Low Freeboard
- Need for feasibility evaluation



Increased attention

- Inspections and discussions with City
- Raised and graded crest
- Removed vegetation
- Boreholes by engineer to evaluate materials
- Very expensive rehabilitation

New Oregon Dam Safety Law

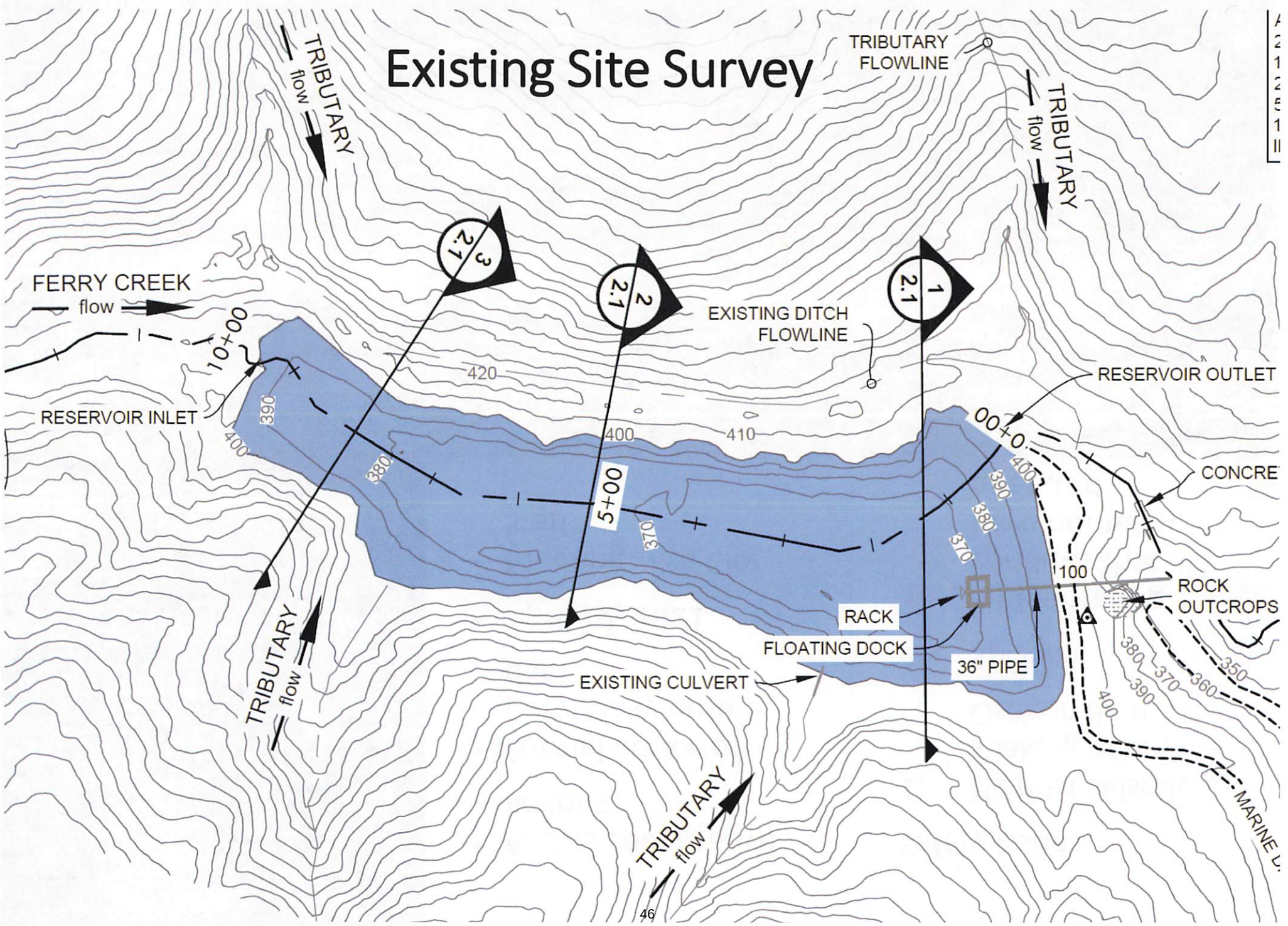
- Allows cooperative actions
- Formal notice of potentially unsafe dam
- April 12, 2021
- Meeting with City Staff

Safety Issues

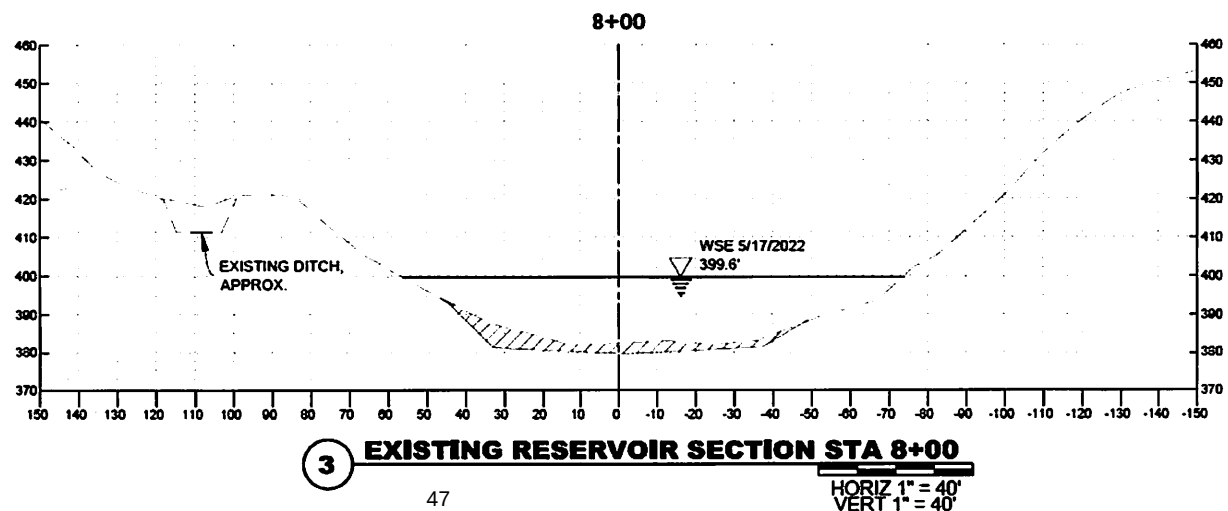
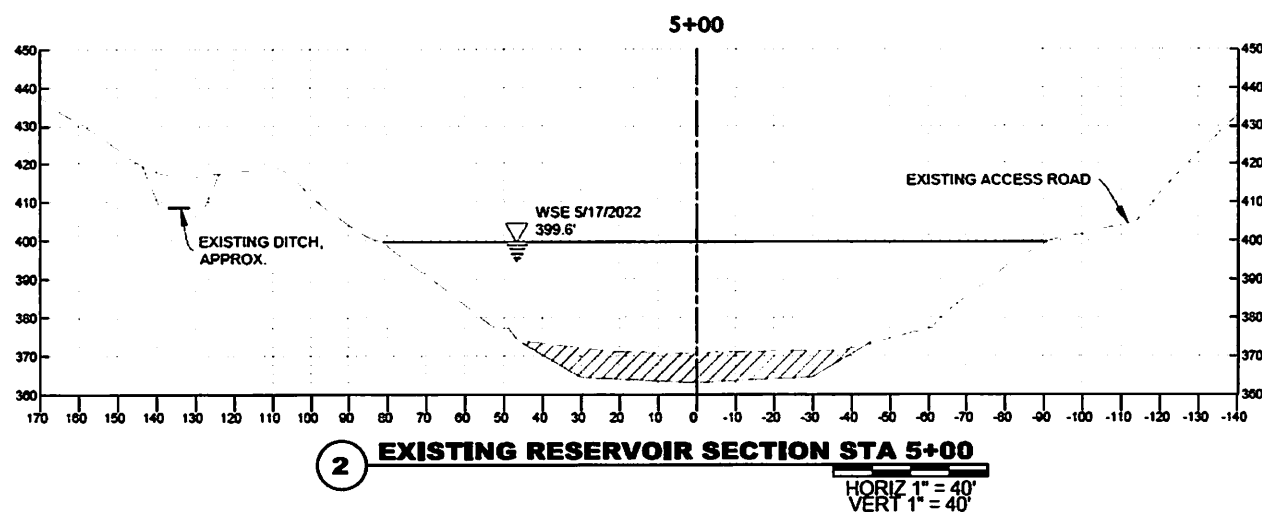
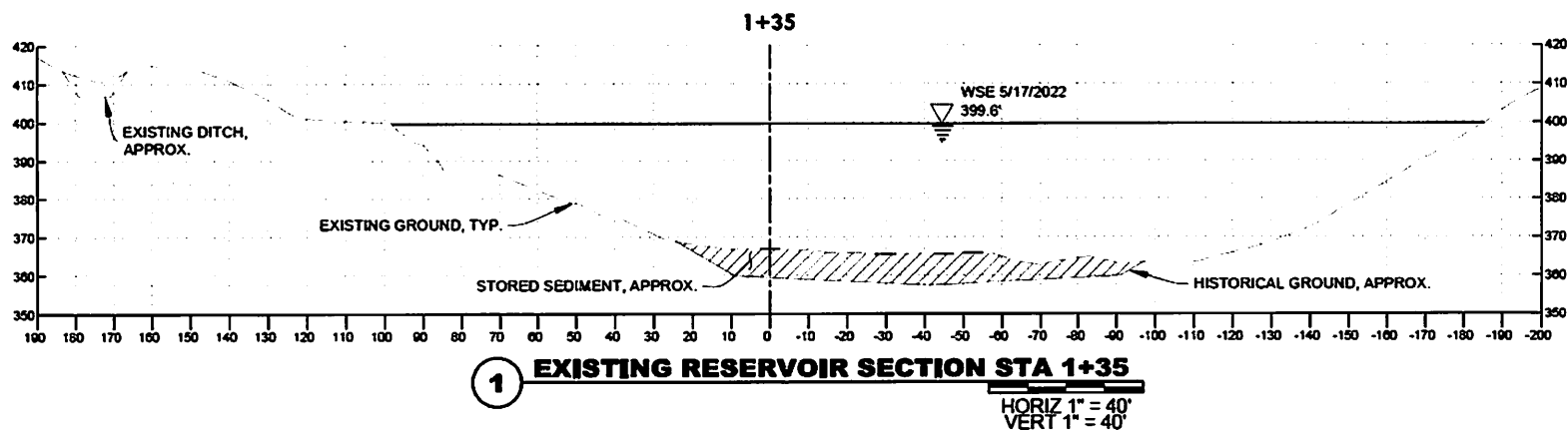
1. Highest seismic shaking of any Oregon dam
2. Spillway
3. 3 penetrating conduits that have not been operated



Existing Site Survey



Cross Sections



Existing Site Survey

CONTROL NETWORK

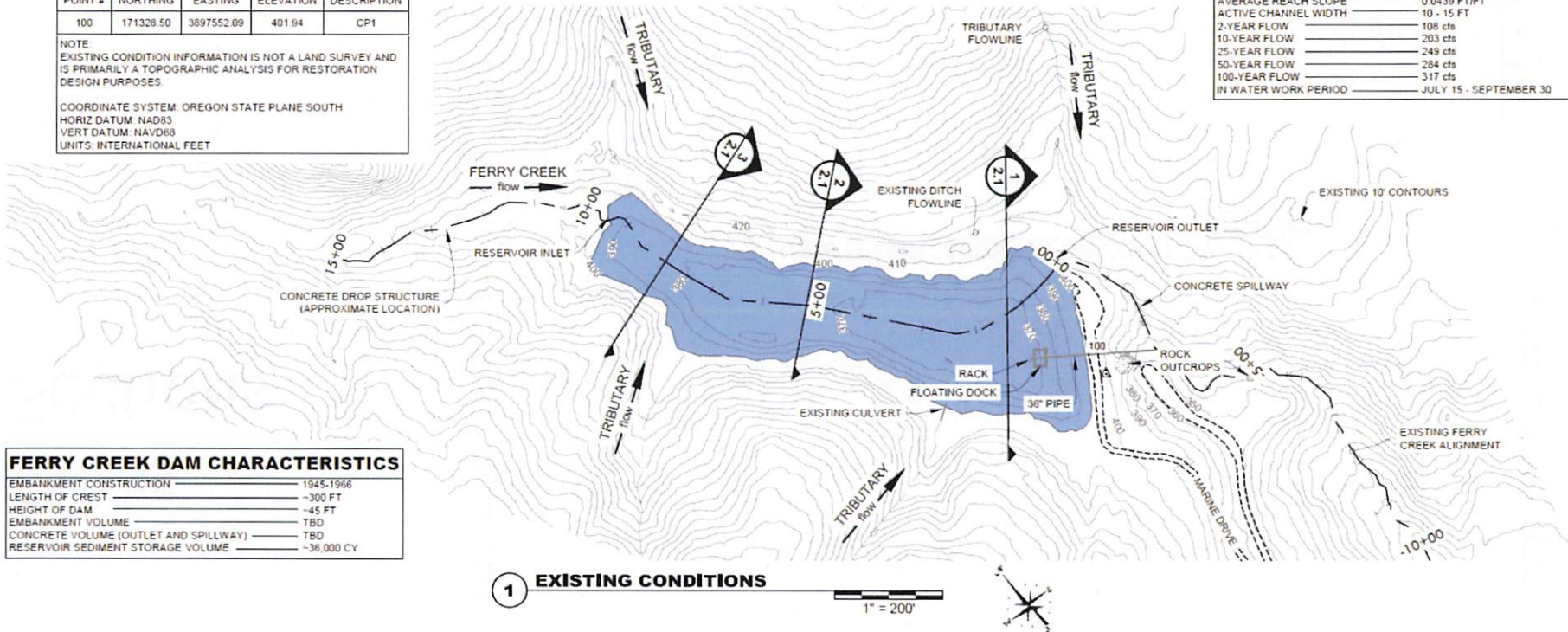
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	171328.50	3897552.09	401.94	CP1

NOTE:
EXISTING CONDITION INFORMATION IS NOT A LAND SURVEY AND IS PRIMARILY A TOPOGRAPHIC ANALYSIS FOR RESTORATION DESIGN PURPOSES.

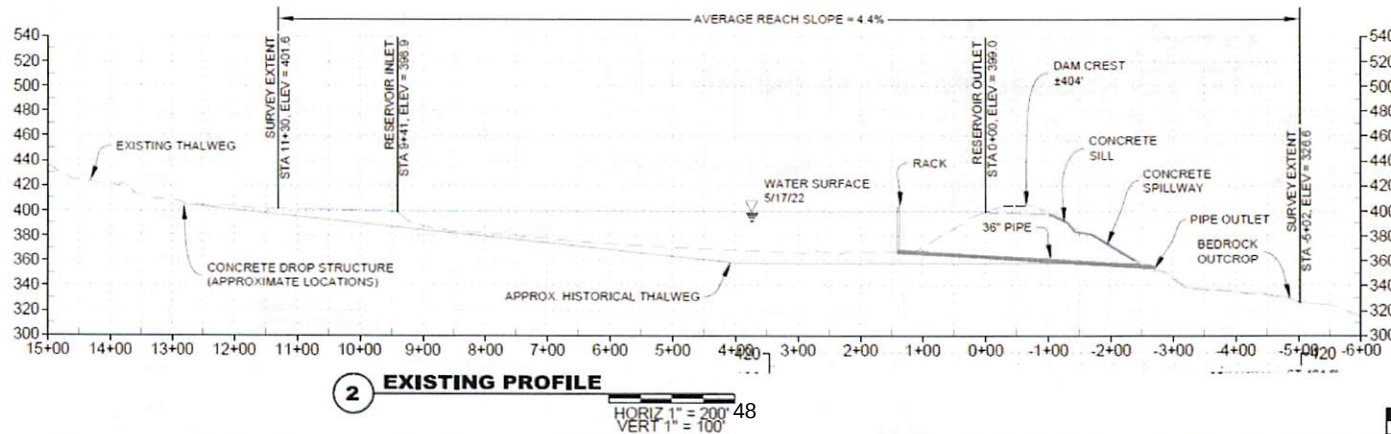
COORDINATE SYSTEM: OREGON STATE PLANE SOUTH
HORIZ DATUM: NAD83
VERT DATUM: NAVD83
UNITS: INTERNATIONAL FEET

STREAM REACH CHARACTERISTICS

DRAINAGE AREA	0.59 SQ. MILES
AVERAGE REACH SLOPE	0.0439 FT/FT
ACTIVE CHANNEL WIDTH	10 - 15 FT
2-YEAR FLOW	108 cfs
10-YEAR FLOW	203 cfs
25-YEAR FLOW	249 cfs
50-YEAR FLOW	284 cfs
100-YEAR FLOW	317 cfs
IN WATER WORK PERIOD	JULY 15 - SEPTEMBER 30



1 EXISTING CONDITIONS



2 EXISTING PROFILE



EXISTING CONDITIONS

FERRY CREEK DAM REMOVAL

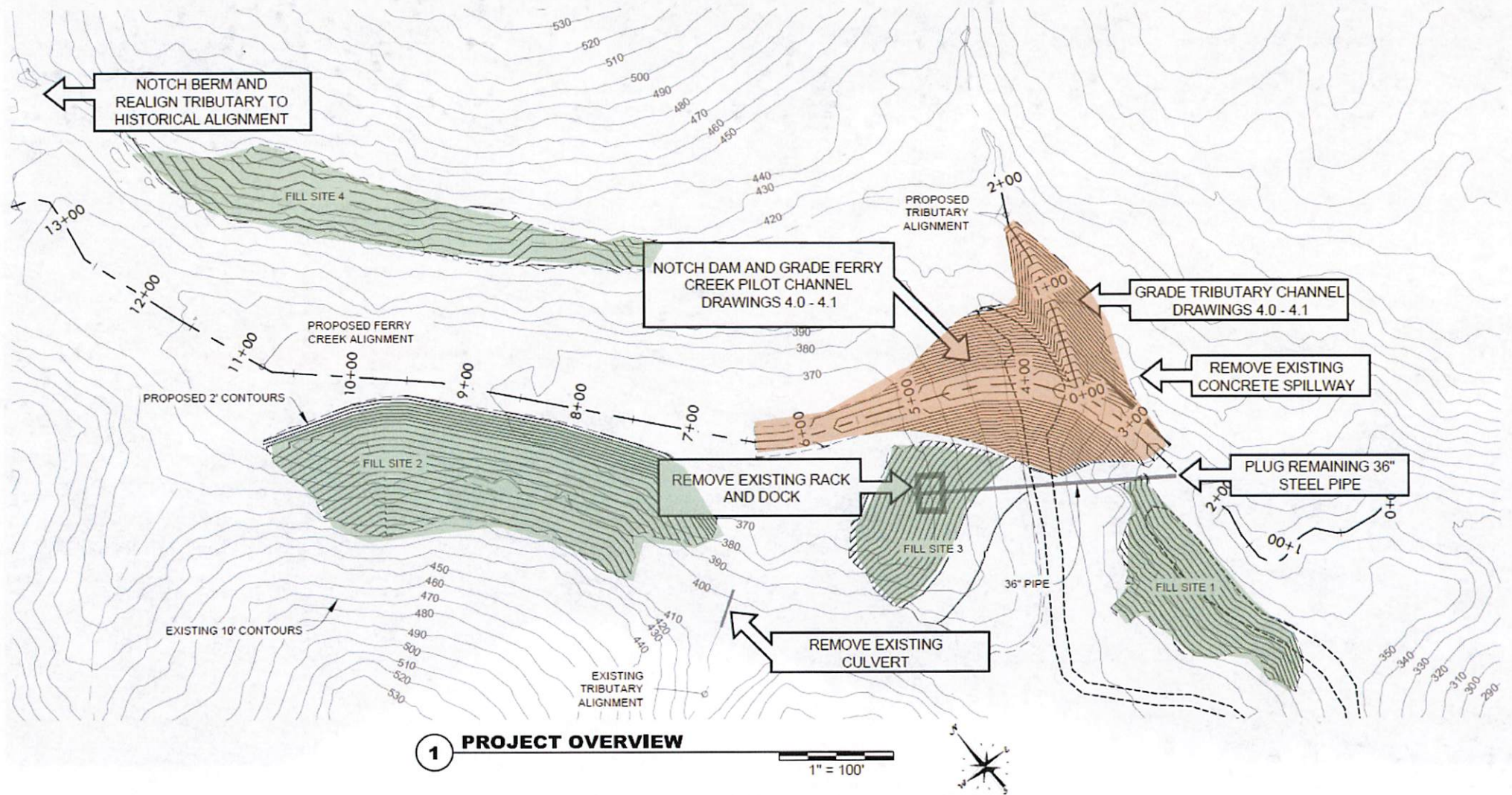
BROOKINGS, OR

NO.	DATE	BY	DESCRIPTION	CHK
1	09/06/22	JW	DRAFT	SW

PROJECT NUMBER
RDG-22-019
DRAWING NUMBER
2.0
Drawing 4 of 11

DRAFT

Dam Removal Overview



Skookum Dam Example, City of Tillamook



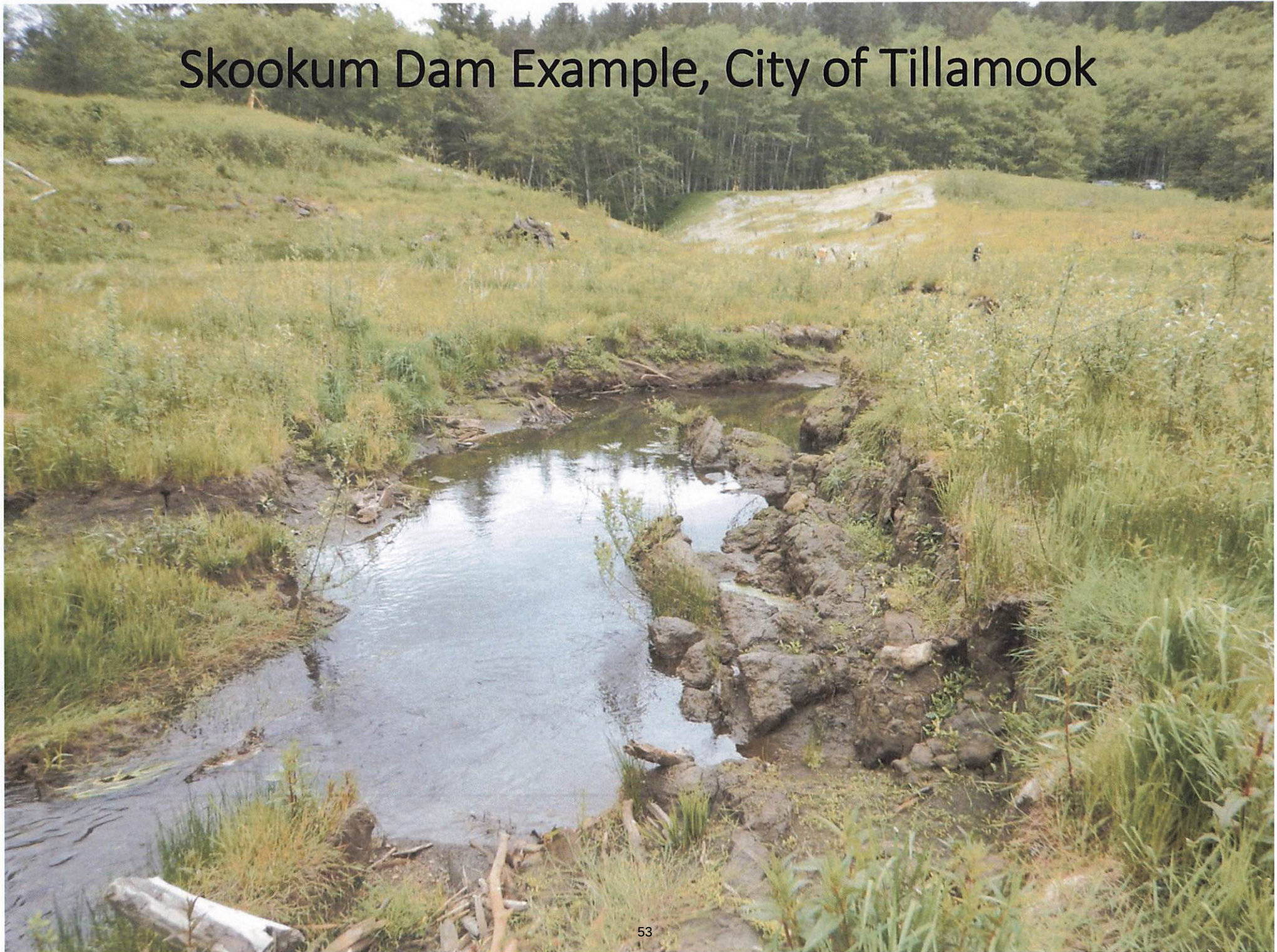
Skookum Dam Example, City of Tillamook



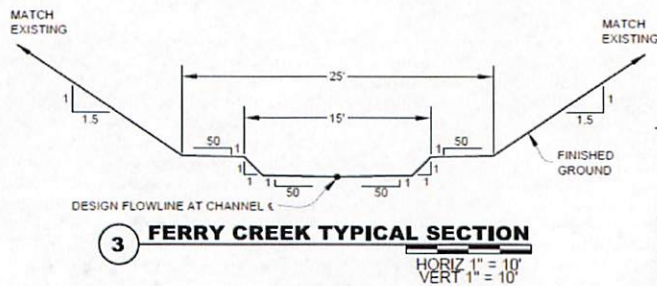
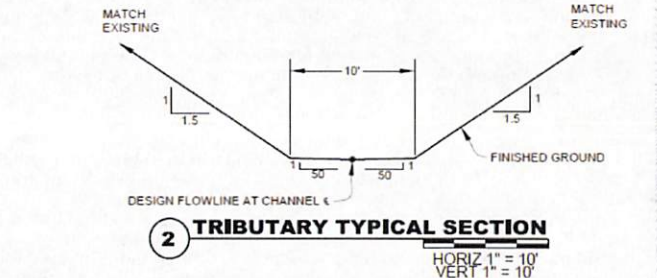
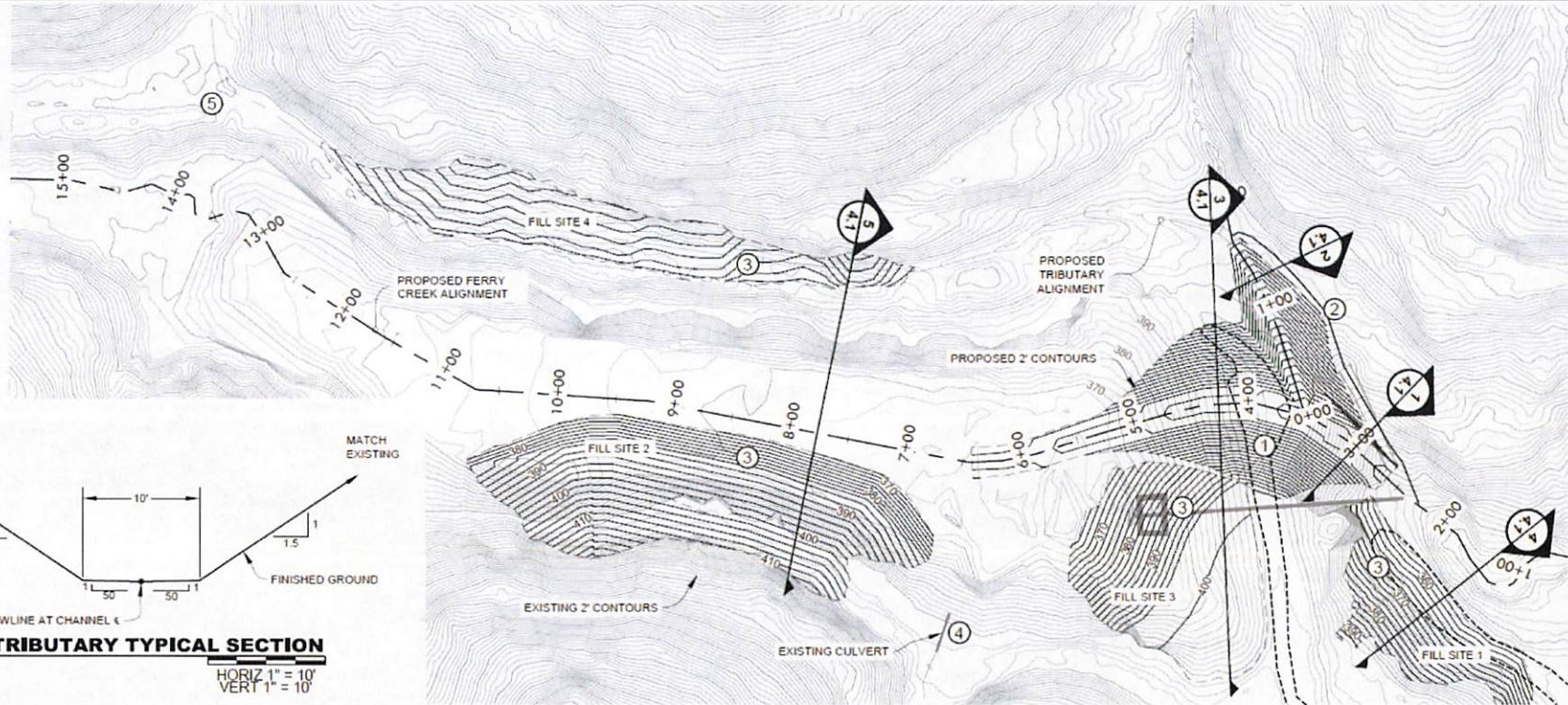
Skookum Dam Example, City of Tillamook



Skookum Dam Example, City of Tillamook



Ferry Creek Grading Plan



ESTIMATED MAXIMUM FILL SITE VOLUMES	
FILL SITE 1	1,600 - 1,800 CY
FILL SITE 2	11,000 - 13,000 CY
FILL SITE 3	8,000 - 10,000 CY
FILL SITE 4	7,000 - 9,000 CY

NEAT LINE ESTIMATE

1 SITE GRADING LAYOUT

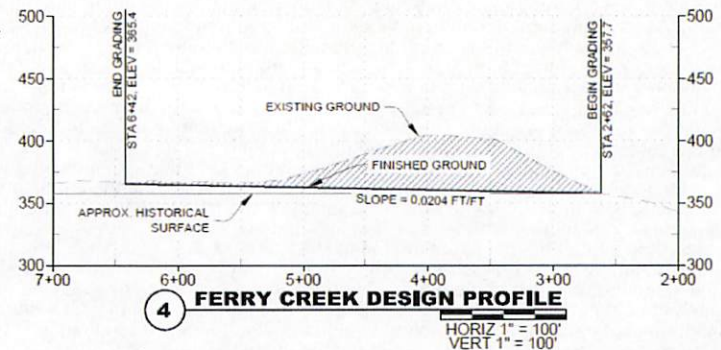
CONSTRUCTION NOTES

1. CONSTRUCT FERRY CREEK CHANNEL PER ALIGNMENT, PROFILE, AND SECTIONS THIS DRAWING AND DETAILS DRAWING 4.1. SMOOTHLY TRANSITION STREAM CHANNEL TO EXISTING GRADE.
2. CONSTRUCT TRIBUTARY CHANNEL PER ALIGNMENT, PROFILE, AND SECTION THIS DRAWING AND DRAWING 4.1.
3. PLACE SEDIMENT FROM STREAM CHANNEL GRADING IN DESIGNATED FILL SITES PER DETAILS DRAWING 4.1.
4. REMOVE EXISTING CULVERT FROM RIVER RIGHT TRIBUTARY.
5. NOTCH BERM AND REALIGN UPSTREAM RIVER LEFT TRIBUTARY.

ESTIMATED REMOVAL VOLUMES

FERRY CREEK PILOT CHANNEL	16,000 - 18,000 CY
TRIBUTARY CHANNEL	1,600 - 1,800 CY

NEAT LINE ESTIMATE





What about the sediment?



Dam Removal Construction Cost Opinion

Dam Removal Construction Cost Opinion

Civil West Engineering 2015

City of Brookings
Redundant Water Supply Plan

Section 3
Water Supply Alternatives

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

Reservoir Removal and De commissioning					
Item No.	Description	Units	Quantity	Unit Cost	Total Cost
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
Construction Cost Subtotal					\$ 500,844
Contingency				20%	\$ 100,169
Engineering				20%	\$ 100,169
Permitting/Regulatory Coordination					\$ 50,000
Administrative Costs				5%	\$ 25,042
Subtotal					\$ 776,224
Total Project Estimate					\$ 776,224

Dam Removal Construction Cost Opinion

Civil West Engineering 2015

City of Brookings
Redundant Water Supply Plan

Section 3
Water Supply Alternatives

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
Construction Cost Subtotal					\$ 1,122,740
Contingency				20%	\$ 224,548
Engineering				20%	\$ 224,548
Admin./Env. Costs				5%	\$ 56,137
Subtotal					\$ 505,233
Total Project Estimate					\$1,627,972

Dam Removal Construction Cost Opinion

The Dyer Partnership 2018

Alternative 2 – Complete Dam Removal

This alternative would include complete removal of the dam and all associated structures, and restoration of the original creek channel and native flora. This process would require approximately 36,000 cubic yards of excavation. The soils would be hauled off site for disposal. To facilitate the high quantity of truck traffic to and from the site, road improvements would be required.

Road improvements would include: approximately 2700 feet of asphaltic concrete (AC) overlay (2-2 inch lift) along Marine Drive, 1500 feet of AC overlay (2-2 inch lifts) along Old County Rd., and 3500 feet of 12-inch gravel overlay on the road extending from Marine Dr. to the reservoir. See Figure 9.3.2 for roadway improvement alignments. Associated costs for this alternative are listed in Table 9.3.1.

TABLE 9.3.1
TOTAL PROJECT COST ESTIMATE

Item	Description	Unit	Quantity	Unit Price	Total
1	Construct Facilities & Temporary Controls	LS	1	\$ 201,900	\$ 201,900
2	Demolition	LS	1	\$ 100,950	\$ 100,950
3	Full-Depth Reclamation and Grading	SY	1500	\$ 5	\$ 7,500
4	Paving Grid Fabric	SY	1500	\$ 10	\$ 15,000
5	Crack Sealing	LF	2500	\$ 2	\$ 5,000
6	AC Pavement	TON	1500	\$ 140	\$ 210,000
7	Frame Adjustments	EA	15	\$ 1,000	\$ 15,000
8	Pavement Striping	LF	8600	\$ 1	\$ 8,600
9	Foundation Stabilization-Gravel Road	CY	2050	\$ 60	\$ 123,000
10	Erosion Control	LS	1	\$ 25,000	\$ 25,000
11	Excavation	CY	36,000	\$ 30	\$ 1,080,000
12	Rock Removal	CY	300	\$ 400	\$ 120,000
13	Riprap	TON	1,900	\$ 40	\$ 76,000
14	Slope Stabilization (Hydro Seeding, Fabric)	LS	1	\$ 25,000	\$ 25,000
15	Natural Habitat Restoration	LS	1	\$ 20,000	\$ 20,000
				Subtotal	\$ 2,032,950
				Contingency	\$ 304,940
				Permitting	\$ 100,000
				Engineering	\$ 406,590
				Legal. Admin./Finan	\$ 101,650
				Total	\$ 2,946,130

Dam Removal Construction Cost Opinion

The Dyer Partnership 2018

Alternative 3 – Re-Alignment of Existing Dam, and Relocation of Existing Spillway

Alternative 3 includes: the removal of Ferry Creek earthen dam down to bedrock, construction of an earthen dam with an elevated crest and altered alignment, relocation of the dam spillway, construction of an outlet structure, construction of transmission lines which would convey raw water from the reservoir to the WTP, construction of a new drain line and associated outfall structure, and completion of a fish passage mitigation project. To facilitate the high quantity of truck traffic to and from the site, road improvements would be required.

Road improvements would be as described in Alternative 2. Water line improvements would include: 1300 feet of horizontal directional drilling, 6,550 feet of raw water transmission line, and one pressure reducing station. The outlet structure would be a concrete tower with two outlets, and multiple inlets at varied heights. Valves would be installed at each inlet/outlet to control the intake level, and to direct flows to Ferry Creek or the WTP. Associated costs for this alternative are listed in Table 9.3.2.

TABLE 9.3.2
TOTAL PROJECT COST ESTIMATE

Item	Description	Unit	Quantity	Unit Price	Total
1	Construction Facilities & Temporary Controls	LS	1	\$ 644,000	\$ 644,000
2	Mobilization/Demobilization	LS	1	\$ 219,000	\$ 219,000
3	Full-Depth Reclamation and Grading	SY	1,500	\$ 5.00	\$ 7,500
4	Paving Grid Fabric	SY	1,500	\$ 10.00	\$ 15,000
5	Crack Sealing	LF	2,500	\$ 2.00	\$ 5,000
6	AC Pavement	TON	1,500	\$ 140.00	\$ 210,000
7	Frame Adjustments	EA	15	\$ 1,000.00	\$ 15,000
8	Pavement Striping	LF	8,600	\$ 1.00	\$ 8,600
9	Foundation Stabilization-Gravel Road	CY	2,050	\$ 60.00	\$ 123,000
10	12" PVC Transmission Line-Class III Backfill	LF	6,550	\$ 85	\$ 556,750
11	12" Horizontal Directional Drill (HDD)	LF	1,300	\$ 250	\$ 325,000
12	Misc. 12" Fittings	LS	1	\$ 25,000	\$ 25,000
13	Pressure Reducing Station	LS	1	\$ 50,000	\$ 50,000
14	Drain Line Replacement (18" DI)-Ext'd From Inlet Structure	LF	300	\$ 150	\$ 45,000
15	Outlet Waterline Structure	LS	1	\$ 400,000	\$ 400,000
16	Spillway Replacement	LS	1	\$ 490,000	\$ 490,000
17	RipRap	TON	30	\$ 40	\$ 1,200
18	Fill Material (Recompacted Core)	CY	22,000	\$ 15	\$ 330,000
19	Fill Material (Rock)	CY	38,000	\$ 35	\$ 1,330,000
20	Fill Material (Native Fill)	CY	1,500	\$ 15	\$ 22,500
21	Excavation (Reused On Site-Recompacted Core)	CY	22,000	\$ 15	\$ 330,000
22	Excavation (Hauled Off Site)	CY	14,000	\$ 30	\$ 420,000
23	Rock Removal	CY	200	\$ 400	\$ 80,000
23	Fish Passage Mitigation Project	LS	1	\$ 500,000	\$ 500,000
25	Chemical Injection System, Water Quality Treatment	LS	1	\$ 15,000	\$ 15,000
				Subtotal	\$ 6,167,550
				Contingency	\$ 925,133
				Engineering	\$ 1,233,510
				Legal, Admin, Financing	\$ 308,378
				Sampling-Water Quality Study	\$ 30,000
				Environmental-Permitting	\$ 150,000
				Total	\$ 8,815,000

Dam Removal Construction Cost Opinion

2022 River Design Group

TITLE	ITEM	COST
General Requirements		\$ 104,000
	1.1 Insurance, bonds, contractual obligations (~10%)	\$ 50,000
	1.2 Temporary facilities and restroom	\$ 10,000
	1.3 Job trailer and small equipment (pumps, hand tools, etc.)	\$ 20,000
	1.4 Mobilization (large equipment)	\$ 16,000
	1.5 Demobilization (large equipment)	\$ 8,000
Construction		\$ 680,000
	2.1 Traffic Control	\$ 1,500
	2.2 Utilities & Power	\$ 20,000
	2.3 Erosion & Sediment Control	\$ 25,400
	2.4 Care & Diversion of Water	\$ 125,000
	2.5 Staging & Access Roads	\$ 10,000
	2.6 Dam Removal / Earthen Embankment	\$ 416,500
	2.7 Fish Passage Channel thru Dam	\$ 56,200
	2.8 Site Stabilization	\$ 25,000
Engineering		\$ 149,000
	3.1 FINAL Engineering + Design Plans + Contract Documents (10%)	\$ 68,000
	3.2 Permitting Assistance including NEPA (5%)	\$ 34,000
	3.3 Contractor Bidding	\$ 3,500
	3.4 Construction Administration & Stakeout (5%)	\$ 39,200
	3.5 Project as-builts & closeout	\$ 4,000
	3.6	\$ -
Contingency		\$ 275,000
	4.1 35% Contingency	\$ 274,400
Opinion of Probable Cost for Implementation		\$1,208,000
	<i>Low Opinion</i>	\$ 967,000
	<i>High Opinion</i>	\$ 1,571,000

Various Dam Estimates

2015 Maintain Existing Dam	\$	1,627,972
2015 Dam Removal	\$	776,224
2018 Dam Removal	\$	2,946,130
2018 Dam Remove & Replace	\$	8,815,000
2022 Dam Removal	\$	1,208,000