City of Brookings

MEETING AGENDAS

CITY COUNCIL

Monday, September 28, 2026, 5:30pm
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Ceremonies/Appointments/Announcements
1. National Emblem Club Week Proclamation – Brookings Emblem Club #265 [Pg. 1]
2. Appoint Jim Turner to the Planning Commission [Pg. 2]

E. 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)

F. Consent Calendar
1. Approve Council minutes for September 14, 2026 [Pg. 5]
2. Receive monthly financial report for August 2026 [Pg. 8]

G. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders
1. Designate Voting Delegate for League of Oregon Cities Annual Conference [Pg. 14]
2. Cable Television Franchise Agreement with Spectrum Pacific West, LLC, dba Charter Communications [Pg. 15]
    a. Cable Television Franchise Agreement between City of Brookings and Spectrum Pacific West, LLC, dba Charter Communications [Pg. 17]

H. Remarks from Mayor, Councilors and City Manager

I. Adjournment

WORKSHOP

Immediately following Council Meeting, approximately 6:30 pm
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics
1. Updating Fire Code in the Brookings Municipal Code [Pg. 34]
    a. Draft Ordinance 26-O-819 [Pg. 35]
2. Changing Council Meetings from 2nd and 4th Mondays to Tuesdays [Pg. 38]

D. Council Member Requests for Workshop Topics

E. Adjournment

Continued on Next Page

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, and at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact the City Recorder at 541-469-1102 if you have any questions regarding this notice or would like to provide public comment electronically. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream/view on the City's YouTube Channel: https://www.youtube.com/@cityofbrookingsoregon8039 clicking on "Live" or search 'City of Brookings Oregon YouTube' in your browser.

City of Brookings
Proclamation

WHEREAS, the members of the Supreme Emblem Club of the United States of America, in promulgating community service, have actively engaged in seeking out the worthy and the needy in every community; and

WHEREAS, their assistance and guidance to young men and women is evidenced by great numbers of scholarships, assuring the advanced education of the deserving; and

WHEREAS, the requirements of those who have special needs are considered and fulfilled insofar as can be; and

WHEREAS, the members are vitally concerned with the immediate and permanent needs of those placed in stress by reason of flood, quake, hurricane, and other disasters of nature; and

WHEREAS, these are dedicated to the principle of philanthropic endeavor; and

WHEREAS, be it resolved that the deeds of dedicated, charitable members of the Supreme Emblem Club of the United States of America be recognized;

NOW, THEREFORE, I, Phoebe Pereda, Mayor of the City of Brookings, Oregon, do hereby proclaim the week of September 28th, 2026, as

National Emblem Club Week

In Witness Whereof,

I, Mayor Phoebe Pereda, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 28th day of September, 2026.

_____

Mayor Phoebe Pereda

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 28, 2026

Signature (submitted by)

Originating Dept: PWDS

City Manager Approval

Subject: Appoint Jim Turner to the Planning Commission

Recommended Motion:

Move to appoint Jim Turner to Planning Commission Position Number 6, to expire April 1, 2029.

Background/Discussion:

Jim Turner submitted an application for the Planning Commission and Mayor Pereda has recommended his appointment to fill the current vacancy per the City's appointment process.

Attachment(s):
a. Jim Turner's Volunteer Committee Application

Print

Application to Serve on a Commission or Committee - Submission #7177

Date Submitted: 6/23/2026

PART I Contact Information:

First Name*

Jim

Last Name*

Turner

Address:*

[redacted]

Mailing Address if different than above:

Email Address:*

[redacted]

Phone Number:*

[redacted]

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

1. Select the Commission or Committee applying for*

Planning Commission

Commission/Committee applying for:	Composition (i)	Term (ii)
Planning Commission	5 Electors, 2 UGB	4 years
Budget Committee	5 Electors	3 years
Parks and Recreation Commission	4 Residents, 1 UGB	2 years
Tourism Promotion Advisory Committee	2 Residents, 3 UGB	3 years

2. City residents: How long have you lived in the City of Brookings?

Years

5

Months

1

Planning & Budget Applicants only:

Are you a City elector (registered voter)?

- (●) Yes
- ( ) No

Urban Growth boundary residents - How long have you lived in the UGB?

Years	**Months**

3. What is your current occupation?*

Outside Sales HVAC equipment for commercial & industrial

NOTES:

(i)	*Membership requirements:* • Residents must reside inside City limits; resident/UGB status determined by physical address. • Electors are registered voters of the City of Brookings (verified by County Elections Office). • UGB members must reside within the UGB (for assistance determining UGB status contact 541-469-1102).
(ii)	*Term:* Appointments to fill mid-term vacancies will be for the remainder of that term.
(iii)	*Other restrictions:* • Planning Commission: No more than two (2) Commissioners may be principally involved, as individuals, members or partners, in the buying, selling or development of real estate for profit. No two (2) members shall be involved in the same kind of business or profession. • Tourism Promotion Advisory Committee: At least two of the five members shall be residents of the City of Brookings, non-city residents must live in the Urban Growth Boundary and have an economic interest, such as business ownership within the City.

PART III Background Information:

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

HVAC sales, reading plans, taking off equipment we sell so I can price it.

2. List any unrelated work history, education background, and volunteer experience you may have:*

Before HVAC worked at a plumbing specialties manufacturer. Volunteer Gardena Chamber of Commerce board member and president for 1 year.

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

I want to make a difference in my city of choice, being able to help plan its future and growth.

PART IV Volunteer Agreement:

Call to Order

Mayor Phoebe Pereda called the meeting to order at 5:30 PM

Roll Call

Council Present: Mayor Phoebe Pereda, Councilors Clayton Malmberg, Jim Jollota, Andy Martin and Tony Bond, a quorum present
Staff Present: City Manager Tim Rundel, Public Works & Development Services Director Tony Baron, City Attorney Lori Cooper (Zoom) and City Recorder Brooklyn Osterhage
Media Present: None
Others Present: approximately 10 audience members

Ceremonies/Appointments/Announcements

1. Tony Baron introduced the new City Planner, Gary Leikness. Leikness addressed Council and thanked the City for the opportunity
2. Tony Baron introduced a new Public Works Maintenance Worker Dan'l King. King addressed Council, introduced his wife and thanked the City for the opportunity
3. Mayor Pereda presented the Constitution Week Proclamation to the Cape Sebastian Chapter of Daughters of the American Revolution
4. Mayor Pereda presented the Suicide Awareness and Prevention Month Proclamation to Gordon Clay
5. Appoint Tourism Promotion Advisory Committee Members

Staff report presented by Tim Rundel

Rundel updated information on the Council Agenda Report for the record:

- 15 applications were received
- 2 applicants did not meet the residency requirements
- Of the remaining 13 applicants, 1 withdrew and 3 did not follow through with the interview process
- 9 candidates were interviewed

Councilor Martin moved to appoint Sonya Billington, Natalie Crino, and Eric Dremann to the TPAC for three year terms. There was no second, motion failed.

Councilor Jollota requested clarification on the recommended staggered terms. Mayor Pereda shared her recommended terms and how she determined them.

Councilor Martin moved and Councilor Malmberg seconded to appoint Sonya Billington and Natalie Crino to the TPAC for three year terms. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

Councilor Martin stated he wanted a representative from the Chamber of Commerce on TPAC. Councilor Malmberg agreed.

Councilor Jollota stated he thought the five recommended candidates were good and wanted to discuss who would be removed from the list if Michele Ramos of the Chamber of Commerce were appointed.

Councilor Bond stated he'd like to see Tammy Tanner appointed with a two year term because of her length of residency and because she is a business owner.

Councilor Martin moved and Councilor Malmberg seconded to appoint Michele Ramos and Eric Dremann to the TPAC for two year terms.

Mayor Pereda shared that she would like to see Kelsey Bozeman on TPAC based on her interview.

Councilor Martin and Mayor Pereda discussed Ramos's qualifications for TPAC.

Motion Called to Question. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

Councilor Martin stated he'd like Michael Frederick on the Committee. Councilor Malmberg agreed.

Mayor Pereda shared why she did not recommend Frederick. She shared why she recommended Tammy Tanner.

Councilor Malmberg noted that Kelsey Bozeman being a current Port Commissioner is a positive.

Councilor Martin moved and Councilor Malmberg seconded to appoint Michael Frederick for a one year term to TPAC. Motion failed; Mayor Pereda, Councilors Jollota and Bond voting "no" and Councilors Martin and Malmberg voting "aye" [3:2].

Councilor Malmberg moved and Councilor Jollota seconded to appoint Kelsey Bozeman for a one year term to TPAC. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota and Martin voting "aye" and Bond voting "no" [4:1].

Councilor Malmberg thanked Mayor Pereda for her work interviewing candidates and for putting together a comprehensive list of pros and cons.

Councilor Jollota agreed in thanking Mayor Pereda and thanked the applicants.

Mayor Pereda thanked all applicants and recognized applicants who attended the meeting.

Oral Requests and Communications from the audience

1. Joseph Mike Geraldo, resident – spoke about his liquor license recommendation for Brookings Bar & Grill.
2. Rob Barrett, non-resident – spoke about Social Security Bar and Councilor Andy Martin's letter to Oregon Department of State Lands.
3. Sheri Olds, resident – voiced her complaint regarding Brookings Police Department procedures.
4. Mike, non-resident – spoke about Social Security Bar and Councilor Andy Martin's letter to Oregon Department of State Lands.
5. Cindi Beaman, resident – spoke about Ransom Avenue street conditions.
6. Ken Cunningham, non-resident – spoke about Social Security Bar and Councilor Andy Martin's letter to Oregon Department of State Lands.
7. Bob Pieper, resident – spoke about use of tourism funds.

Consent Calendar

1. Approve Council minutes for August 24, 2026
2. New Liquor License – Brookings Bar & Grill

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

Staff Reports and Public Hearings

1. Resolution to apply for grant funding for Easy Street Water Line Replacement Project
Staff report presented by Tony Baron

Councilor Martin moved and Councilor Bond seconded to adopt Resolution 26-R-1300 supporting the Easy Street Water Line Replacement Project and authorizing an application to Business Oregon for Regional Infrastructure Fund grant funding. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

2. League of Oregon Cities 2027-28 Legislative Priorities
Staff report presented by Tim Rundel

Councilor Jollota moved and Councilor Martin seconded to submit the City of Brookings' top five Legislative Priorities to the League of Oregon Cities as recommended and add the "Support Municipal Cyber Security Proficiency" as the fifth priority for consideration in establishing its 2027-28 legislative agenda. Motion carried; Mayor Pereda, Councilors Malmberg, Jollota, Martin and Bond voting "aye" [5:0].

Remarks from Mayor, Councilors and City Manager

Councilor Martin shared that he sent the letter to the Oregon Department of State Lands as a private citizen.

Mayor Pereda asked City Attorney Cooper to address the public comment made by Bob Pieper regarding the use of transient lodging funds. Cooper stated that she disagreed with the commenter. Mayor Pereda requested Cooper write a legal opinion regarding how transient lodging funds be used.

Mayor Pereda clarified that the City does not have jurisdiction on Social Security Bar beyond the access point. Council and staff discussed the history of Social Security Bar.

Adjournment

Mayor Phoebe Pereda adjourned the meeting at 7:15 PM.

Respectfully submitted:

ATTESTED:
this 28th day of September, 2026:

Phoebe Pereda, Mayor

Brooklyn Osterhage, City Recorder

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

GENERAL FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	4,790,400.00	173,496.53	326,584.36	4,463,815.64	6.8
	LICENSES AND PERMITS	327,000.00	24,849.76	61,200.94	265,799.06	18.7
	INTERGOVERNMENTAL	385,500.00	22,590.71	37,529.90	347,970.10	9.7
	CHARGES FOR SERVICES	1,088,500.00	82,720.67	97,942.67	990,557.33	9.0
	OTHER REVENUE	225,500.00	12,784.34	88,829.40	136,670.60	39.4
	TRANSFERS IN	796,200.00	.00	.00	796,200.00	.0
		7,613,100.00	316,442.01	612,087.27	7,001,012.73	8.0
	EXPENDITURES					
JUDICIAL:						
	PERSONAL SERVICES	43,607.00	4,115.34	8,723.52	34,883.48	20.0
	MATERIAL AND SERVICES	12,850.00	591.00	952.90	11,897.10	7.4
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		56,457.00	4,706.34	9,676.42	46,780.58	17.1
FINANCE AND ADMINISTRATION:						
	PERSONAL SERVICES	514,460.00	39,024.36	80,346.63	434,113.37	15.6
	MATERIAL AND SERVICES	248,120.00	4,747.50	52,080.70	196,039.30	21.0
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		762,580.00	43,771.86	132,427.33	630,152.67	17.4
POLICE:						
	PERSONAL SERVICES	4,243,524.00	321,766.87	668,120.57	3,575,403.43	15.7
	MATERIAL AND SERVICES	283,500.00	9,476.59	63,815.29	219,684.71	22.5
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	104,747.00	.00	.00	104,747.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		4,631,771.00	331,243.46	731,935.86	3,899,835.14	15.8
FIRE:						
	PERSONAL SERVICES	277,281.00	21,541.28	43,859.37	233,421.63	15.8
	MATERIAL AND SERVICES	114,000.00	11,969.06	44,558.27	69,441.73	39.1
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
	DEBT SERVICE	58,542.00	.00	.00	58,542.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
		449,823.00	33,510.34	88,417.64	361,405.36	19.7

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	304,751.00	38,202.42	64,620.69	240,130.31	21.2
MATERIAL AND SERVICES	89,900.00	1,865.29	13,110.75	76,789.25	14.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	394,651.00	40,067.71	77,731.44	316,919.56	19.7
PARKS & RECREATION:					
PERSONAL SERVICES	391,689.00	27,903.37	55,297.11	336,391.89	14.1
MATERIAL AND SERVICES	147,200.00	8,328.30	23,594.66	123,605.34	16.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,985.00	.00	.00	9,985.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	548,874.00	36,231.67	78,891.77	469,982.23	14.4
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	900,000.00	.00	.00	900,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	900,000.00	.00	.00	900,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	161,500.00	20,014.52	46,701.76	114,798.24	28.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	161,500.00	20,014.52	46,701.76	114,798.24	28.9
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	290,500.00	22,469.58	26,430.78	264,069.22	9.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	648,525.00	.00	.00	648,525.00	.0
CONTINGENCIES AND RESERVES	768,419.00	.00	.00	768,419.00	.0
	1,707,444.00	22,469.58	26,430.78	1,681,013.22	1.6
	9,613,100.00	532,015.48	1,192,213.00	8,420,887.00	12.4
	(2,000,000.00)	(215,573.47)	(580,125.73)	(1,419,874.27)	(29.0)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
INTERGOVERNMENTAL	550,000.00	33,253.79	79,094.67	470,905.33	14.4
OTHER REVENUE	25,000.00	.00	400.00	24,600.00	1.6
TRANSFER IN	100,000.00	.00	.00	100,000.00	.0
	675,000.00	33,253.79	79,494.67	595,505.33	11.8
EXPENDITURES					
EXPENDITURES:					
PERSONAL SERVICES	293,747.00	23,129.75	46,577.99	247,169.01	15.9
MATERIAL AND SERVICES	322,500.00	12,439.43	59,699.13	262,800.87	18.5
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	8,106.00	.00	.00	8,106.00	.0
TRANSFERS OUT	241,850.00	.00	.00	241,850.00	.0
CONTINGENCIES AND RESERVES	118,797.00	.00	.00	118,797.00	.0
	1,000,000.00	35,569.18	106,277.12	893,722.88	10.6
	1,000,000.00	35,569.18	106,277.12	893,722.88	10.6
	(325,000.00)	(2,315.39)	(26,782.45)	(298,217.55)	(8.2)

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,165,000.00	229,923.92	438,723.47	1,726,276.53	20.3
OTHER INCOME	70,000.00	4,975.00	7,875.00	62,125.00	11.3
TRANSFERS IN	.00	.00	.00	.00	.0
	2,235,000.00	234,898.92	446,598.47	1,788,401.53	20.0
EXPENDITURES					
WATER DISTRIBUTION:					
PERSONAL SERVICES	520,178.00	41,358.61	85,187.46	434,990.54	16.4
MATERIAL AND SERVICES	206,300.00	10,232.46	65,608.45	140,691.55	31.8
CAPITAL OUTLAY	45,000.00	2,691.00	8,919.24	36,080.76	19.8
DEBT SERVICE	29,466.00	1,780.00	3,560.01	25,905.99	12.1
TRANSFERS OUT	40,000.00	.00	.00	40,000.00	.0
	840,944.00	56,062.07	163,275.16	677,668.84	19.4
WATER TREATMENT:					
PERSONAL SERVICES	44,888.00	3,520.79	7,151.65	37,736.35	15.9
MATERIAL AND SERVICES	703,805.00	55,330.92	107,998.36	595,806.64	15.3
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	748,465.00	.00	.00	748,465.00	.0
CONTINGENCIES AND RESERVES	251,898.00	.00	.00	251,898.00	.0
	1,759,056.00	58,851.71	115,150.01	1,643,905.99	6.6
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	2,600,000.00	114,913.78	278,425.17	2,321,574.83	10.7
	(365,000.00)	119,985.14	168,173.30	(533,173.30)	46.1

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
REVENUE					
SOURCE 03	(4,500.00)	.00	.00	(4,500.00)	.0
CHARGES FOR SERVICES	3,686,300.00	327,271.28	649,361.58	3,036,938.42	17.6
OTHER REVENUE	60,000.00	.00	.00	60,000.00	.0
TRANSFER IN	.00	.00	.00	.00	.0
	3,741,800.00	327,271.28	649,361.58	3,092,438.42	17.4
EXPENDITURES					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	776,878.00	58,061.51	118,717.33	658,160.67	15.3
MATERIAL AND SERVICES	478,000.00	3,472.01	81,374.07	396,625.93	17.0
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	29,466.00	1,780.00	3,559.99	25,906.01	12.1
TRANSFERS OUT	294,850.00	.00	.00	294,850.00	.0
	1,594,194.00	63,313.52	203,651.39	1,390,542.61	12.8
WASTEWATER TREATMENT:					
PERSONAL SERVICES	59,597.00	4,668.91	9,481.65	50,115.35	15.9
MATERIAL AND SERVICES	1,469,007.00	110,619.38	184,241.67	1,284,765.33	12.5
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	717,000.00	.00	.00	717,000.00	.0
CONTINGENCIES AND RESERVES	711,502.00	.00	.00	711,502.00	.0
	2,972,106.00	115,288.29	193,723.32	2,778,382.68	6.5
	4,566,300.00	178,601.81	397,374.71	4,168,925.29	8.7
	(824,500.00)	148,669.47	251,986.87	(1,076,486.87)	30.6

CITY OF BROOKINGS
FUND SUMMARY
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

URBAN RENEWAL AGENCY FUND

		BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
	REVENUE					
	TAXES	870,000.00	2,448.14	9,722.49	860,277.51	1.1
	INTERGOVERNMENTAL	.00	.00	.00	.00	.0
	OTHER REVENUE	50,000.00	.00	.00	50,000.00	.0
	TRANSFERS IN	.00	.00	.00	.00	.0
		920,000.00	2,448.14	9,722.49	910,277.51	1.1
	EXPENDITURES					
GENERAL:						
	PERSONAL SERVICES	.00	.00	.00	.00	.0
	MATERIAL AND SERVICES	190,000.00	.00	1,800.00	188,200.00	1.0
	CAPITAL OUTLAY	2,730,000.00	.00	25,750.00	2,704,250.00	.9
	DEBT SERVICE	.00	.00	.00	.00	.0
	TRANSFERS OUT	.00	.00	.00	.00	.0
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		2,920,000.00	.00	27,550.00	2,892,450.00	.9
DEPARTMENT 20:						
	CAPITAL OUTLAY	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 22:						
	MATERIAL AND SERVICES	.00	.00	.00	.00	.0
	DEBT SERVICE	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
DEPARTMENT 24:						
	CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
		.00	.00	.00	.00	.0
		2,920,000.00	.00	27,550.00	2,892,450.00	.9
		(2,000,000.00)	2,448.14	(17,827.51)	(1,982,172.49)	(.9)

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 28, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject:

Designate Voting Delegate for League of Oregon Cities Annual Conference

Recommended Motion:

Designate Phoebe Pereda as the City's voting delegate for the League of Oregon Cities 2026 Annual Business Meeting.

Background/Discussion:

At the 101st Annual Conference, the League of Oregon Cities (LOC) Annual Business Meeting is scheduled for October 17. At the Annual Business Meeting, city representatives will vote to elect the LOC Board of Directors for 2027. Other matters may come up during the course of the conference through the LOC initiative process; no policy Resolutions are proposed at this time. Because each member city is entitled to only one vote in this process, cities are asked to identify a voting delegate in advance of the meeting. Only the named voting delegate will be eligible to vote at the meeting.

Mayor Pereda has offered to be the delegate and Councilor Jollota has offered to be the alternate.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: September 28, 2026

Originating Dept: City Manager

Signature (submitted by)

City Manager Approval

Subject: Cable Television Franchise Agreement with Spectrum Pacific West, LLC, dba Charter Communications

Recommended Motion:
Motion to authorize City Manager to execute Cable Television Franchise Agreement between City of Brookings and Spectrum Pacific West, LLC, dba Charter Communications.

Financial Impact:
City will continue to receive franchise fee of 5%; currently approximately $42,000 annually; and $4,500 annually in PEG capital equipment revenues.

Background/Discussion:
The City's franchise agreement with Charter Communications, now doing business in the City as Spectrum Pacific West, LLC, dba Charter Communications, expired in August 2025. However, Charter has been operating without an agreement since that time, but has continued to pay franchise fees. Cities and counties typically authorize cable television companies to operate on the public right of way like electric utilities as they typically co-locate utility poles and underground facilities.

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

City Attorney Lori Cooper has been heavily involved in the renewal process with Spectrum/Charter.

The proposed franchise is for a period of 10 years (with an automatic 5-year renewal). Key elements of the agreement are:

- Establishes standards for the restoration of public rights of way, tree trimming, requires uninterrupted service, and requires extension of service to all areas within the City.
- Sets safety standards, such as requirements for standby power and having an Emergency Alert Capability.
- Requires Charter to provide one PEG channel, and to provide funding to the City for PEG capital equipment by allocating $4,500.

- Requires the payment of a 5% franchise fee by Charter.
- Provides access to Charter's books for auditing purposes.
- The new agreement expressly establishes a 180-day construction/restoration period, a one-year restoration warranty, and a process allowing the City to perform repairs at Spectrum's expense following notice.
- Charter will waive the monthly service fee for cable service connections, one at City Hall and one at the EOC.

Attachment(s):

Cable Television Franchise Agreement between City of Brookings and Spectrum Pacific West, LLC, dba Charter Communications

FRANCHISE AGREEMENT

This Franchise Agreement ("**Franchise**") is between the City of Brookings, Oregon, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

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

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

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

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

SECTION 1
Definition of Terms

1.1 **Terms**. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.

B. "Council" shall mean the governing body of the Grantor.

C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment, and other facilities used for the maintenance and operation of physical facilities located in the Public Ways, including the Cable System.

F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.

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

I. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.

J. “Gross Revenue” means all amounts, as determined in accordance with generally accepted accounting principles, received by the Grantee or an Affiliate derived from the operation of the Cable System to provide Cable Services within the Franchise Area. Gross Revenues shall include fees charged to Subscribers residing within the Franchise Area for Cable Service such as basic, premium, per-channel or per-program service; franchise fees; installation and reconnection fees; leased channel fees; converter rentals; upgrade, downgrade, or other change-in-service fees; advertising; and home shopping commissions. Revenues which are not directly attributable to specific customers, such as advertising revenue and home shopping commissions, shall be allocated to systems and jurisdictions on a per subscriber basis measured in a consistent manner from period to period, provided, however, that such phrase shall not include: (1) any taxes, fees, or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds, and deposits paid to Subscribers; (4) any exclusions available under applicable State law and (5) any support for Public, Education, and Government (PEG) Capital support amounts recovered from Subscribers (as described in Section 13.

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

L. "Origination Point" means Brookings City Hall, located at 898 Elk Drive, in Brookings, Oregon, where Public, Educational, or Governmental use programming is transmitted to the Grantee.

M. “Person” shall mean an individual, partnership, association, organization, corporation, trust, or governmental entity.

N. “Public Way(s)” has the definition as used in Brookings Municipal Code (BMC) Section 4.05.020, and easements dedicated for compatible uses, restated herein: Includes, but is not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and other public ways or areas, including the subsurface under and air space over these areas, within the city, but does not include parks, parkland, or other city property not generally open to the public for travel. This definition applies only to the extent of the city’s right, title, interest, or authority to grant a franchise to occupy and use such areas for communications

facilities. "Public rights-of-way" shall also include utility easements as defined in BMC Section 4.05.020.

O. "Service Area" shall mean the area described in Section 6.1 hereto.

P. "Standard Installation" shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee's existing distribution system.

Q. "State" shall mean the State of Oregon.

R. "Subscriber" shall mean any Person who is billed for and authorized to receive Cable Service from the Company.

SECTION 2
Grant of Franchise

2.1 Grant of Franchise; Scope. The Grantor hereby grants to Grantee a non-exclusive Franchise to erect, construct, operate, and maintain in, upon, along, across, above, over, and under the Public Way now in existence and as may be created or established during its terms any and all Facilities necessary for the construction, operation, and maintenance of the Cable System, upon the terms and conditions set forth herein. Prior to construction or alteration within the Public Way, the Grantee will in each case request all required permits, pay applicable fees, and receive approval as necessary before proceeding, as further provided in this Agreement This Franchise does not prohibit Grantee from providing non-Cable Services as allowed for by Federal law.

No rights will pass from Grantor to Grantee by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise will not include or be substitute for any other permit, agreement, or authorization required under the Municipal Code or other generally applicable ordinances and laws of Grantor for the privilege to transact and carry business within the Grantor, to operate on or within the Public Way, including for example, street cut permits, or for occupying any property of the Grantor or private entity to which access is not specifically granted by this Agreement, including without limitation, applicable permits or agreements to place devices on or in poles or wires, conduits, or other structures or railroad easements, whether owned by Grantor or a private entity. The Grantor agrees to use best efforts in its working relationship with Grantee in permitting processes associated with Grantee's permit requests.

BMC Chapter 4.05 is incorporated into this Franchise as though it were part of it as of the effective date except to the extent inconsistent with the terms of this franchise or applicable law.

This Franchise is non-exclusive, and the Grantor reserves the right to grant similar franchise rights to any other person or entity at any time during the Term of this Agreement. With respect to Grantee's right to occupy the Public Way, this Franchise is subject to existing rights, interests, agreements, permits, and licenses, including franchises, granted by the Grantor to other entities and persons to occupy the Public Way; the public's right to use the Public Way; and the Grantor's right to use and administer the Public Way, including but not limited to work performed within the Public Way that the Grantor deems necessary or desirable for administration of its municipal duties and powers.

This Franchise does not authorize placement or installation of towers or poles in the Public Way, unless otherwise authorized in writing by the Grantor.

The Grantee is authorized by this Franchise to make reasonable and lawful use of the Public Way within the boundaries of the Grantor, both within the existing City limits and any additional area acquired by annexation.

2.2 Term. The Franchise and the rights, privileges, and authority hereby granted shall be for an initial term ***of ten (10) years***, commencing on the Effective Date of this Franchise as set forth in Section 15.18. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Public Ways of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation, or removal of its wires, poles, or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle, or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot

be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability, or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

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

Workers' Compensation	Statutory Limits
Commercial General Liability	$1,000,000 per occurrence, $2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability, and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age, or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service

Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices to prevent failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed, and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8
Conditions on Public Way Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits, and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Public Way within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Ways. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 Construction Schedule. All permit applications shall be accompanied by a written construction schedule, which shall include a deadline for completion of construction. The construction schedule is subject to approval by the Public Works Department, in accordance with generally applicable codes.

8.5 Compliance with Permit. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The Public Works Director and his/her representatives shall be provided access to the work site and such further information as

they may require to ensure compliance with such requirements, in accordance with generally applicable codes.

8.6 Completion of Construction. The permittee shall promptly complete all construction activities so as to minimize disruption of the city rights-of-way and other public and private property. All construction work within city rights-of-way, including restoration, must be completed within 180 days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved by the Public Works Department.

8.7 System Construction. All transmission lines, equipment, and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate, and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.8 Restoration of Public Ways. In case of any disturbance of pavement, sidewalk, driveway, or other surfacing by Grantee, Grantee shall, at its own cost and expense, and in compliance with generally applicable codes and other public works design or development standards, promptly replace and restore all paving, sidewalk, driveway, landscaping, or surface of any street or alley disturbed to a condition reasonably comparable to the condition immediately prior to such work, except to the extent such damage or disturbance was the product of the Grantor's or third party's negligence or misconduct, other than a third-party contractor or subcontractor of Grantee. Permits for emergency work, if necessary, shall be applied for as soon as possible, but in no event later than (5) business days after the emergency work has commenced. Grantee shall complete all work in the Public Ways under this section 8.8 within 180 days. If Grantee fails to complete the restoration work within 180 days, the Grantor may, after 45 days' written notice to Grantee, cause the repairs to be made at the expense of Grantee. Grantee warrants all restoration work for a period of one year from completion of work. If Grantee fails to reimburse the Grantor for any reasonable and documented costs incurred under this section within 45 (forty-five) days of demand for reimbursement, the Grantor may initiate enforcement proceedings under section 14.

8.9 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.10 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.11 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in, or remove from the Public Way as necessary any property of the Grantee, provided that the expense

of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.12 Reimbursement of Costs. If funds are available to any Person using the Public Ways for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.13 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address, and local telephone number. Grantee shall give the Grantor notice of any changes in rates, programming services, or Channel positions in accordance with applicable law.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to (five) percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 **Payment of Fee**. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. Each Franchise Fee payment shall be accompanied or closely followed by a report verified by an authorized representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period, including an accurate statement of all Gross Revenues as defined herein related to operation of the Cable System franchised hereunder, in sufficient detail to enable the Grantor to verify the accuracy of Franchise fee payments The Grantor may assess any undisputed late Franchise Fee due under this franchise at an annual interest rate of prime plus one percent (1%). The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 **Accord and Satisfaction**. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 **Limitation on Recovery**. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11
Transfer of Franchise

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

SECTION 12
Records

12.1 **Inspection of Records**. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise

Fee and PEG Fee for a period of three (3) years. The Grantee will maintain updated strand map drawings of the Cable System and make them available to the Grantor for inspection as defined in this section 12.1. Strand drawings or their functional equivalent will be updated as changes occur in the Cable System. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG) Access

13.1 Channel Capacity and Use of Public, Education, and Government (PEG) Access Channels. Subject to applicable law, Grantee shall provide one (1) channel on the Cable System for the use by Grantor for non-commercial, video programming for Public, Education, and Government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Grantee has the option to air the PEG channel in analog, digital, or other format, so long as programming is available to all Subscribers without the need for equipment other than equipment, including converters, that are required of all Subscribers. The PEG Channel type shall be displayed in the same manner as other Channels on the Grantee's Channe1 Lineup.

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

13.3 Grantee's Use.

13.3.1 Grantee reserves the right to have the PEG Channel provided pursuant to Section 13.1 returned to the Grantee for the Grantee's use in the event there is no PEG programming placed on the Channel for fourteen (14) consecutive days.

13.3.2 Grantee shall provide Grantor with sixty (60) days prior written notice informing Grantor when programming levels set forth herein are not being maintained and Grantee intends to utilize the PEG Channel capacity pursuant to subsection 13.3.1 . Grantee may utilize the PEG Channel only after Grantor has been notified and Grantor has not maintained programming levels set forth herein within sixty (60) days from receipt of the notice. Notwithstanding any provision of this Section 13.3, in no event shall the Grantee be entitled to use the PEG Channel if a) the Grantor meets or exceeds the programming levels set forth in this Section 13.3 within the sixty (60) day notice period or b) the failure to meet the programming levels set forth in this Section 13.3 is due to a force majeure. As used in this Section, "force majeure" shall have the meaning set forth in Section 15.2.

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

13.5 Transmission of PEG Channel Programming.

13.5.1 Grantee shall design the Cable System in accordance with FCC technical standards to ensure that PEG programming can be transmitted to all Subscribers in the Franchise Area.

13.5.2 Throughout the term of the Franchise, Grantee shall continue to provide the existing connection between the Origination Point and Grantee's Headend to enable character-generated, pre-recorded and live cablecasts on the PEG Access Channel. Grantor will cover the costs if the existing connection is relocated, upgraded, or repaired.

13.6 Capital Support for PEG Access. The Grantor has determined that the community's future cable-related needs and interests, taking into account the cost of meeting such needs and interests, requires PEG capital support in the amount of $4,500, which Grantee shall pay within 60 days of the Effective Date The Grantee shall be entitled to recover such capital costs from subscribers as allowed by federal law. Grantor and Grantee acknowledge that pursuant to federal law [47 U.S.C. §§ 542(g) (2) (C)], PEG funds are only to be used for capital costs, such as equipment, and not for operational costs. Grantor shall account for all PEG capital fees and equipment separately from other Grantor financial accounts so that Grantee may easily determine Grantor's compliance under this section. PEG capital support shall be for the exclusive use of the Grantor and shall not be used for purposes other than as described in this section or as otherwise permitted by any applicable state or federal law or rules currently in effect or enacted or implemented during the term of this Franchise. All equipment purchased with capital PEG funds is to be used for PEG programming consistent with the Cable Act. The Grantee shall not be responsible for installing, operating, maintaining, and replacing the PEG equipment purchased by Grantor.

13.7 Complimentary Cable Service. Grantee may provide on a voluntary basis, without charge and within the Franchise Area, one activated outlet of Basic Cable Service to Chetco Community Public library at 405 Alder Street, or at the new location should the library be relocated. Additionally, Grantee may provide, without charge, one (1) activated outlet of Basic Cable Service, at Brookings City Hall, located at 898 Elk Drive, Brookings, Oregon, and one (1) activated outlet of Basic Cable Service at the City of Brookings Emergency Operations Center, located at 888 Elk Drive, Brookings, Oregon, so that Grantor may view and monitor PEG Access programming. The locations identified above shall be within one hundred twenty-five (125) feet of Grantee's feeder cable consistent with Section 1.1(P). The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. Grantor shall not install other outlets or make any other alterations to the Cable System installed by Grantee.

13.8 Technical Quality. The PEG Access Channel, to the extent permitted by the Signal provided to the Grantee, shall function with the same picture and sound quality level as other like Channels.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Franchise Bond. If there is an uncured breach by Grantee of a material provision of this Franchise or a pattern of repeated violations of any provision(s) of this Franchise, then the Grantor may request and Grantee shall establish and provide within thirty (30) days from receiving notice from the Grantor, to the Grantor, as security for the faithful performance by Grantee of all of the provisions of this Franchise, a bond in the amount of ten thousand dollars ($10,000).

14.4 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place, and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.5 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.4 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

14.5.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

14.5.2 Commence an action at law for monetary damages or seek other equitable relief; or

14.5.3 In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.6 below.

14.6 Revocation.

14.6.1 Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.4 above.

14.6.2 Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

14.6.3 Upon revocation of the Franchise, Grantee may remove the Cable System from the Public Ways of the Grantor, or abandon the Cable System in place.

SECTION 15

Miscellaneous Provisions

15.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules, and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules, or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate, or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

15.7 Notices. Unless otherwise provided by federal, State, or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Office of the City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

Email: trundel@brookings.or.us

Grantee: Charter Communications
Government Affairs Director
521 NE 136th Ave
Vancouver, WA 98684

Email: chris.madden@charter.com

Copy to: Charter Communications
Vice President, Government Affairs
601 Massachusetts Ave NW Ste 400 W
Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations, or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications, or amendments to this Franchise must be made in writing, and signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ___ day of _____, 20_____.

City of Brookings, Oregon

Signature:_____

Name/Title:_____

(Spectrum acceptance signature on following page)

Accepted by Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc., owning and operating a Cable System in the City of Brookings, Oregon, on this 23rd day of September, 2026, subject to applicable federal and State law.

Spectrum Pacific West, LLC
By: Charter Communications, Inc., Its Manager

Signature: Alex Damato

Name/Title: Alex Damato, VP State Policy and Franchising

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 28, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject: Updating Fire Code in the Brookings Municipal Code

Financial Impact:

No significant direct cost is anticipated to implement the proposed Brookings Municipal Code (BMC) amendments other than City Attorney costs associated with preparation of the ordinance.

In the long term, the recommended approach should reduce or avoid City costs associated with maintaining a local Oregon Fire Code enforcement program, including training, certification, inspection, enforcement, appeals, and administrative responsibilities. Specific savings have not been calculated.

Background/Discussion:

On September 14, 2026, the Brookings City Council reviewed the proposed revisions to the Brookings Municipal Code concerning administration and enforcement of the Oregon Fire Code. The proposed amendments would remove City administration and enforcement of the Oregon Fire Code and provide for the Oregon State Fire Marshal's Office (OSFM) to administer and enforce the OFC within Brookings. Following discussion, Council reached consensus to move forward with the proposed amendments.

The attached final version reflects the same policy direction and proposed changes reviewed by Council on September 14. Staff is not proposing any substantive changes at this workshop.

The purpose of the workshop is simply to provide Council one final opportunity to review the final version before the ordinance moves into the formal adoption process.

Attachment(s):

a. Draft Ordinance 26-O-819

IN AND FOR THE CITY OF BROOKINGS
STATE OF OREGON

ORDINANCE 26-O-819

IN THE MATTER OF ORDINANCE 26-O-819, AN ORDINANCE AMENDING CHAPTER 2 ADMINISTRATION AND PERSONNEL AND CHAPTER 15 BUILDING AND CONSTRUCTION OF THE BROOKINGS MUNICIPAL CODE

Sections:

Section 1. Ordinances Identified.
Section 2. Amends Chapter 2 Administration and Personnel
Section 3. Amends Chapter 15 Building and Construction

Section 1. Ordinance Identified. This ordinance amends Chapter 2 Administration and Personnel and amends Chapter 15 Building and Construction

Section 2. Amends Chapter 2 Administration and Personnel by adding Section 2.35.065 Adoption of the Fire Code, deleting 2.35.210 Penalties, amending 2.35.260 Powers and duties of fire marshal and deputy fire marshal, adding 2.35.265 Appeals and adding 2.35.270 Construction- Severability to read as presented in Exhibit A attached hereto with additions designated in bold and underlined and deletions being bold and struck out.

Section 3. Amends Chapter 15 Building and Construction, amending section 15.05.010 Adoption of Codes deleting 15.05.010 (E) to read as presented in Exhibit A attached hereto with additions designated in bold and underlined and deletions being bold and struck out.

First Reading: _____ Passage: _____

Second Reading: _____ Effective Date: _____

Signed by me in authentication of its passage this _____, day of _____, 2026

ATTEST:

_____
Mayor Phoebe Pereda

_____
City Recorder Brooklyn Osterhage

Exhibit A

Changes to BMC:

(additions are **bold and underlined**, deletions are ~~**bold and strikeout**~~)

Title 2

Administration and Personnel

2.35.065 Adoption of the Oregon Fire Code.

A. The Oregon Fire Code, as amended or revised by the State of Oregon, including Oregon-adopted appendices (the "Fire Code"), is adopted as fire protection regulations within the City.

B. The Fire Code Official for the City is the Fire Chief or their designee.

~~**2.35.210 Penalties.**~~

~~**Any person violating the provisions of this chapter shall upon conviction pay a fine as defined under Chapter 1.05 BMC, General Penalty, or be imprisoned for a term not to exceed six months or by both such fine and imprisonment. (Ord. 79-O-309 § 27. Formerly 2.35.250; Ord. 12-O-698 § 3; Ord. 18-O-772 § 2 (Exh. A))**~~

2.35.260 Powers and duties of fire marshal and deputy fire marshal.

The fire marshal or his deputy shall enforce the provisions of all chapters of the Brookings Municipal Code pertaining to the protection of the city of Brookings from fire**.** ~~**, and all provisions of the State of Oregon Fire Code and standards referenced therein.**~~
(Ord. 18-O-772 § 2 (Exh. A))

2.35.265 Appeals.

A notice or order of the Fire Code Official to comply with the fire prevention statutes may be appealed as provided by ORS 479.180.

2.35.270 Construction – Severability.

If there is a conflict between any provision of the Fire Code and any provision of this chapter, the provisions shall be construed as mutually complementary or supplementary if possible; otherwise, the specific provision of this chapter outside of the Fire Code shall govern. In the event that any provision or part of the Fire Code or this chapter is found invalid or unconstitutional, such finding shall not be construed as affecting the validity or constitutionality of any other provision hereof.
2.35.275 Enforcement.

Violation of any provision of the Fire Code or this chapter, or any order or permit issued under the Fire Code or this chapter shall be considered a violation as defined in BMC 1.05.010. Each day that a violation remains is a separate infraction. The civil infraction remedy is in addition to any other legal or equitable remedy, including the procedures and remedies set forth in the Fire Code.

Title 15

Building and Construction

15.05.010 Adoption of Codes.

~~E.~~ **~~Repealed The currently adopted Oregon Fire Code and referenced NFPA standards;~~**

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 28, 2026

Originating Dept: Administration

Signature (submitted by)

City Manager Approval

Subject: Changing Council Meetings from 2nd and 4th Mondays to Tuesdays

Fiscal Impact:

No significant fiscal impact is anticipated from changing the regular meeting day. Minor administrative costs may be associated with updating meeting calendars, public information, webpages, and other materials referencing the existing Monday schedule.

Background/Discussion:

The Brookings City Council currently holds its regular meetings at 5:30 p.m. on the second and fourth Mondays of each month, with workshops scheduled immediately following regular meetings when needed.

Brookings Municipal Code Section 2.05.010 currently provides:

"The city council of the city of Brookings shall have as its regular meeting dates the second and fourth Mondays of each month of the calendar year; and further, said meetings shall be held within the council chambers of the Brookings City Hall, 898 Elk Drive, Brookings, Curry County, Oregon; excepting, however, whenever appropriate, the mayor may cancel one regular meeting per month. The council shall meet in regular session at least once a month."

Recently, there has been discussion regarding whether the City should consider moving its regular Council meetings from the **second and fourth Mondays to the second and fourth Tuesdays of each month**.

There are several potential advantages to moving the regular meeting schedule to Tuesday evenings.

Additional Agenda Review and Response Time:

Council agendas and supporting materials are generally available near the end of the preceding week. Under the current Monday schedule, Council members have limited regular business hours available to contact staff with questions regarding agenda items before the meeting.

Moving meetings to Tuesday would provide an additional business day for Council members to review agenda materials, ask questions, and receive information from staff before the meeting. It would also provide staff with additional time to research or respond to questions and correspondence generated after the agenda packet is distributed.

This additional day could also benefit members of the public who wish to review agenda materials or contact the City regarding an upcoming Council item.

Other communities have cited similar considerations. The City of Bellevue, Washington, moved its Council meetings from Monday to Tuesday in 2024 specifically to provide the public, Council members, and City staff additional time to review and prepare for meetings. More recently, Cypress, California, and Pasadena, California, have considered moving from Monday to Tuesday meetings for many of the same reasons.

Monday Holidays:

A second consideration is the number of holidays that occur on Mondays. When a holiday coincides with a regularly scheduled Council meeting, the City must cancel or reschedule that meeting.

This occurred earlier this year when the fourth Monday in May fell on Memorial Day and the regular Council meeting was held on Wednesday, May 27.

Moving regular Council meetings to Tuesdays would substantially reduce conflicts between the Council's regular meeting schedule and Monday holidays and could provide greater consistency for Council members, City staff, and the public.

Other Meeting Schedules:

If Council wishes to consider a change, staff would also review existing City board, commission and committee schedules to identify potential conflicts. The Planning Commission currently meets on the first Tuesday of each month, so changing Council meetings to the second and fourth Tuesdays would not create a direct conflict with its regular meeting schedule.

Staff would also coordinate with the City Attorney and other individuals who regularly attend Council meetings before establishing an implementation date.

Municipal Code Amendment:

The City's current meeting schedule is established by **BMC 2.05.010**. Therefore, if Council ultimately determines that Tuesday meetings are preferable, staff would return with an ordinance amending that section.

The primary amendment would be straightforward, changing:

"second and fourth Mondays" to: **"second and fourth Tuesdays."**

The meeting time of 5:30 p.m., location at City Hall, and the remaining provisions of BMC 2.05.010 could remain unchanged unless Council wishes to consider additional modifications.

Council Discussion:

Staff is requesting Council discussion regarding the advantages and disadvantages of moving regular City Council meetings from the **second and fourth Mondays to the second and fourth Tuesdays of each month.**

Items Council may wish to consider include:

- Whether Tuesday meetings would provide Council, staff, and the public with additional useful preparation time;
- Whether reducing conflicts with Monday holidays would improve consistency in the Council meeting calendar;
- Whether Council members have existing Tuesday commitments that should be considered;
- Whether there are conflicts with other City or regional meetings; and
- If Council supports the change, an appropriate date for implementing the new schedule.

Recommended Action:

Discuss the potential change in regular Council meeting nights and provide direction to staff.

If there is Council consensus to proceed, staff will prepare an ordinance amending BMC 2.05.010 to establish the **second and fourth Tuesdays of each month** as the regular City Council meeting dates and return the ordinance for Council consideration at a future regular meeting.