

Workshop Meeting Agenda

Tuesday, September 6, 2016, 4:00 PM

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

1. Call To Order
2. Roll Call
3. Topics
 - a. Portable Water Supply

Documents:

[PORTABLE WATER SUPPLY. CWR.PDF](#)

- b. Release Of Deferred Improvement Agreements

Documents:

[DEFERRED IMP AGREEMENTS. CWR.PDF](#)
[DEFERRED IMP AGREEMENTS.ATT.A.5-4-15 WS REPORT.PDF](#)
[DEFERRED IMP AGREEMENTS.ATT.B.INFILL PLAN.PDF](#)

- c. Status Of Azalea Park Community Gardens

Documents:

[AZ GARDEN REVIEW. CWR.PDF](#)
[AZ GARDEN REVIEW.ATT.A.2-23-15 CAR.PDF](#)

- d. Marijuana Tax Proceeds

Documents:

[MJ TAX PROCEEDS. CWR.PDF](#)

- e. Water Service Outside City Service Area

Documents:

[WATER SERVICE. CWR.PDF](#)
[WATER SERVICE.ATT.A.7-13-15 CAR.PDF](#)
[WATER SERVICE.ATT.B.RESOLUTION 15-R-1067.PDF](#)
[WATER SERVICE.ATT.C.BK AND DROUGHT.PDF](#)
[WATER SERVICE.ATT.D.AGREEMENT.PDF](#)
[WATER SERVICE.ATT.E.BMC.PDF](#)
[WATER SERVICE.ATT.F.LETTER-ARTICLE.PDF](#)

- f. Airport Lease Agreement

Documents:

[AIRPORT LEASE AGREEMENT. CWR.PDF](#)
[AIRPORT LEASE AGREEMENT.ATT.A.DRAFT AGREEMENT.PDF](#)
[AIRPORT LEASE AGREEMENT.ATT.B.BUDGET.PDF](#)
[AIRPORT LEASE AGREEMENT.ATT.C.SURPLUS PROP.PDF](#)
[AIRPORT LEASE AGREEMENT.ATT.D.IMPROVEMENT CONCEPT.PDF](#)
[AIRPORT LEASE AGREEMENT.ATT.E.LAYOUT PLAN.PDF](#)

4. Council Member Request For Workshop Items

5. Adjournment

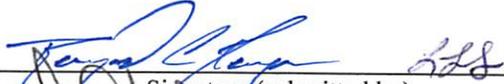
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least fourteen days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

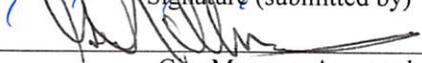
Council WORKSHOP Report

Workshop Date: September 5, 2016

Originating Dept: Treatment



Signature (submitted by)



City Manager Approval

Subject:

Portable emergency water supply

Recommendation:

Staff recommends purchase of the 305-gallon Low Profile Pickup Tank, Honda clean water pump, and dedicated hoses.

Financial Impact:

\$1200 approximate

Approved by Finance & Human Resources Director: 

Background/Discussion:

It has been reported that the drinking water well runs dry in the late summer at the Salmon Run Golf Course. A 3000-gallon water storage tank located at the well house supplies the clubhouse with potable water. Currently the City has no method to transport drinking water to that location from our distribution system. Three methods to transport water are being explored.

1. Truck bed water tank - 305 gallon tank. Designed to fit in the bed of a pickup truck requiring no additional mounting equipment. \$707 online
2. Bag water tank - 300 gallon water bag. When not in use can be folded up and stored on a shelf. May require straps to secure in place. \$300 online
3. Black upright water tank - 500 gallon tank. This option would require being secured on a trailer. Holding 4170 pounds of water a smaller tank could be found that might be able to be loaded onto a pickup truck. \$420 locally

Pump options to offload water range from 340 gallon per hour 12-volt transfer pumps to gasoline powered pumps. \$100 12-volt low end price

Engine driven pumps can be an inexpensive as a 30 gallon per minute Generac or the preferred engine driven 37 gallon per minute Honda 4-stroke. \$239 low end price

These pumps would only be used for potable water applications, as would associated hoses and periphery equipment.

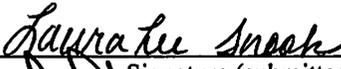
Policy Considerations: None

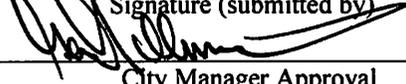
Attachment(s): None

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: September 6, 2016



Signature (submitted by)


City Manager Approval

Originating Dept: PWDS

Subject: Release of selected Deferred Improvement Agreements (DIAs) as a first step to discontinuing the practice of requiring/accepting DIAs for street frontage improvements.

Recommendation: Release 191 currently recorded DIA's that are rated 1, 2 or 3.

Financial Impact: \$8,595 if City were to record releases at \$45 per page.

Approved by Finance & Human Resources Director: 

Background/Discussion: In May 2015 a workshop report was presented by then Public Works Director Loree Pryce on the topic of replacing DIAs for frontage improvements with an SDC. There are several steps required prior to moving this concept forward including completing the Transportation System Plan (TSP) currently scheduled for adoption in November 2016. Other steps are as follows:

- Review of sidewalk infill plan
- Adoption of infill plan
- Append TSP to include sidewalks
- SDC Study to include cost of sidewalks
- Adoption of SDC study
- Update Ordinance to reflect new policy

There are 396 active DIAs recorded against properties within the City. Staff rated these from one to five using the following criteria:

- 1 – DIA has been satisfied and should be released (68)
- 2 – Due to topography and or right of way width installation of sidewalks are impractical (53)
- 3 – Due to neighborhood location and/or lack of DIAs installation of sidewalks unlikely (70)
- 4 - Retain until sidewalk infrastructure plan is adopted (155)
- 5 – Retain (50)

Property Owners may be willing to pay for the cost of recording a DIA release as this relieves them of a cloud on their title.

Policy Considerations: Goal 3.23 of the Short Term Strategic Plan is to develop a program to cash out DIAs. There are two distinct elements to address in meeting this goal. Getting existing DIAs off the books and determining how we handle new developments in the future.

Attachment(s):

- a. May 04, 2015 workshop report
- b. Proposed sidewalk infill plan

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: May 4, 2015

Public Works/Development Services Director

Originating Dept: PW/DS

City Manager Approval

Subject: SDCs, DIAs, and Sidewalk Infill Plan

Recommendation: Discussion on replacing DIAs and frontage improvements with SDCs and to initiate the next steps in proceeding with this policy change.

Financial Impact: To be determined

Background/Discussion:

The subject of DIAs have been an evolving discussion on options to revamp the policy and make it more effective and less controversial.

Current land development code requires developers to install frontage improvements (curb, gutter, sidewalk and drainage where needed) under the following conditions; a) Building on a vacant lot, b) Change of land use, 3) A lot partition, or 4) Subdivision. Many "orphan" sidewalks exist in Brookings where the developer elected to install the frontage improvement in lieu of a DIA, which now creates an issue of non compliance with Federal Americans with Disability Act (ADA) requirements. When the site condition is not conducive to develop the improvement, the City has recorded a DIA. The problem arises when "calling in " the DIA which some are dated as far back as the 1980s. Even though the DIAs are shown on title reports as recorded documents, "calling in" DIAs has been challenging and usually a surprise expense to the current owner of the property. Usually the current property owner is not the original developer.

Policy continues to allow for DIAs to be recorded for properties or installing "orphan sidewalks." Staff has explored many options on how to discontinue this practice which can be referenced in past workshop reports listed herein.

The most recent and promising idea is to eliminate the frontage requirement (except for developments creating new roads) and require an SDC to pay for a sidewalk infill program. As quoted from attachment b) herein from Gordon Howard, Urban Planning Specialist with Oregon Department of Land Conservation and Development, "We don't have any state rules or regulations that would prohibit or restrict this approach to local street improvements." This issue was also discussed in the same attachment b) with Michael Dees, Dyer Partnership, who is responsible for the City's current SDC studies. Dees supports the approach.

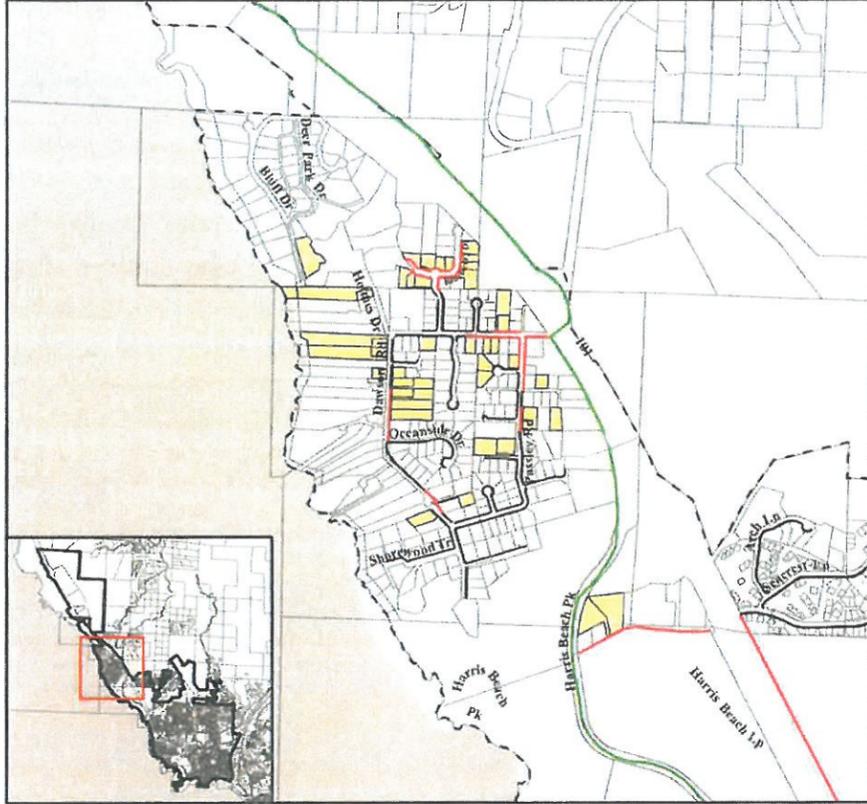
Next Steps:

- Complete the Transportation System Plan (TSP) and all Master Plan Studies
- Staff facilitate a public review process for sidewalk infill plan (Attachment a)
- Planning Commission and City Council adopt sidewalk infill plan
- Append the TSP to include the sidewalk infill plan with costs to install the sidewalk infill plan
- Conduct a comprehensive SDC study upon completion of water, sewer, storm master plans and TSP update including sidewalks
- Adopt SDC study
- Update ordinance accordingly

Policy Considerations: Replacing DIAs and frontage improvement requirements with SDCs appears to be a more effective and less contentious approach than the City's current policy.

Attachment(s): a) Draft sidewalk infill map
b) Email correspondence

Reference(s): City Council workshop reports:
a) March 2, 2014
b) January 6, 2014
c) September 4, 2012,
d) June 25, 2012



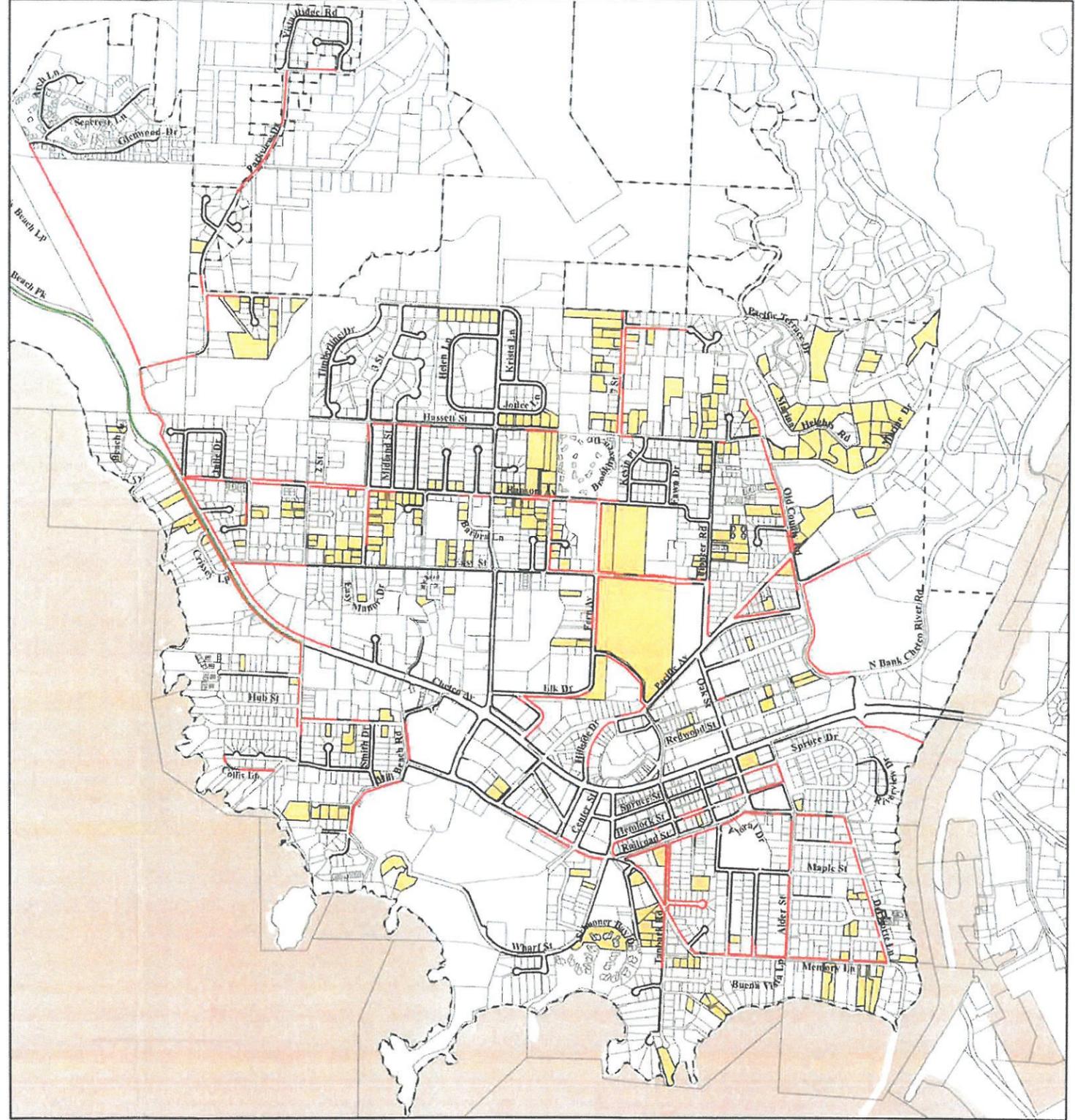
Sidewalk Infill Plan

Existing & Proposed Sidewalks,
Deferred Improvement Agreements



0 1,000 2,000 Feet

- Existing Sidewalk
- Proposed Sidewalk
- Multi-Use Bike Path or Buffered Bike Lane
- - - City Limits
- Parcel w/ DIA

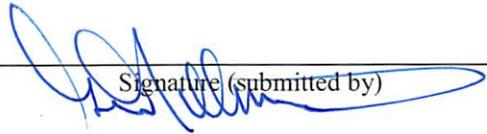


CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 6, 2016

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Review Status of Azalea Park Community Gardens

Background/Discussion:

The City Council authorized the Azalea Park Foundation (APF) to proceed with the development of a community garden in the area now occupied by the sand volleyball court in February, 2015 (19 months ago). Attached is the February 23, 2015, Council Agenda Report.

Parks Supervisor Tony Baron reports that the APF has not proceeded with the project. Staff has also been advised that All Care has contributed \$5,000 to the APF for the project, and has received inquiries from All Care representatives concerning the project status. More recently, the volleyball court has been used for volleyball purposes. Thus, a question has arisen as to whether the APF plans to move forward with this project and/or whether the site should be retained for volleyball use.

APF Don Vilelle has been invited to the workshop.

Attachment(s):

- a. Council Agenda Report February 23, 2015.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: February 23, 2015

Signature (submitted by)

Originating Dept: Parks

City Manager Approval

Subject: Azalea Park Community Garden

Motion: Authorize City Manager to execute an agreement with Azalea Park Foundation for a Community Garden in Azalea Park

Background/Discussion: The Azalea Park Foundation is researching and developing new ways to expand their scope of collaboration with the City of Brookings in Azalea Park. Their mission is to assist The City of Brookings with maintenance and improvements to Azalea Park.

The sand volleyball court is currently unused and in need of attention. The Azalea Park Foundation wants to implement and manage a Community Garden in this space. This space gets a lot of sun and a Community Garden would be an excellent way to engage our citizens and visitors to the park in new educational and creative ways.

The Azalea Park Foundation intends to make this an educational Community Garden where classes are offered and people can learn valuable skills to sustain their families and our community. The Community Garden project coordinators are Azalea Park Foundation Board President Lynette McPherson and Community Liaison Scott Clapson.

APF Foundation President Lynette McPherson is a Fifteen year Master Gardener through U.C. Davis and OSU Extension. Lynette was the Garden Coordinator for the Del Norte Unified School District while working with the Nutrition Network and funded by a grant from the USDA. Scott Clapson is the President of the Wild Rivers Local Food Collaborative and graduate of the OSU Extension Master Gardener Program. Scott is the coordinator and grant writer for the community garden share at St. Timothy's Episcopal Church, which provides vegetables to the community kitchen network in Brookings.

The Azalea Park Foundation wants to implement a community garden that measures approx 100' X 90', which is the current size of the sand volleyball court. The garden will be fenced, similar to the fence at The Little Bear Patch Garden at the elementary school. The fence will have a combination lock on it. Board members and volunteer coordinators will be the only people with the combination.

Attached is a scaled map of The Community Garden plan. This plan includes raised beds, composting, seating area for classes and education and cooking demonstrations. In the plan is a greenhouse for propagating vegetables and native plants.

The Community Garden would be implemented in phases. (Each phase would be three months)

Phase 1 - Fencing, compost, greenhouse and four raised beds built and planted

Phase 2 - Half of the raised beds built and planted

Phase 3 - Remaining raised beds built and planted

The Azalea Park Foundation plans to manage and operate the Community Garden in a collaborative work party model. The garden will be maintained with weekly work parties scheduled by The Azalea Park Foundation Community Liaison and approval from the board. Volunteers who donate time will be able to harvest produce during their volunteer hours. The remaining produce will be donated to the Food Bank: They always have a need for fresh vegetables. Volunteers who exhibit dedication to the Community Garden will have the opportunity to donate to the Community Garden reserving a raised bed to grow produce.

The native plants raised in the Community Garden will be offered for a suggested donation to support Azalea Park and the Azalea Park Foundations efforts. Their hope is to eventually employ youth and other members of our community seeking to learn skills in market gardening. Raising plants and vegetables is a great way to contribute economically to our local community.

Along with economic and beautification benefits to the community The Azalea Park Foundation Community Garden will provide a place for people to come together around growing food and native plants. The Community Garden will be a space where citizens and visitors to our community can come together learning from each other by doing. This garden will teach our citizens to be more self sufficient and self reliant. This community garden will provide opportunities for those who have no garden space to grow and harvest fresh food and reap the health benefits of gardening. This Community Garden will be a great benefit to The City of Brookings and our citizens.

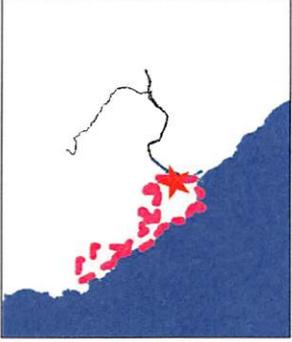
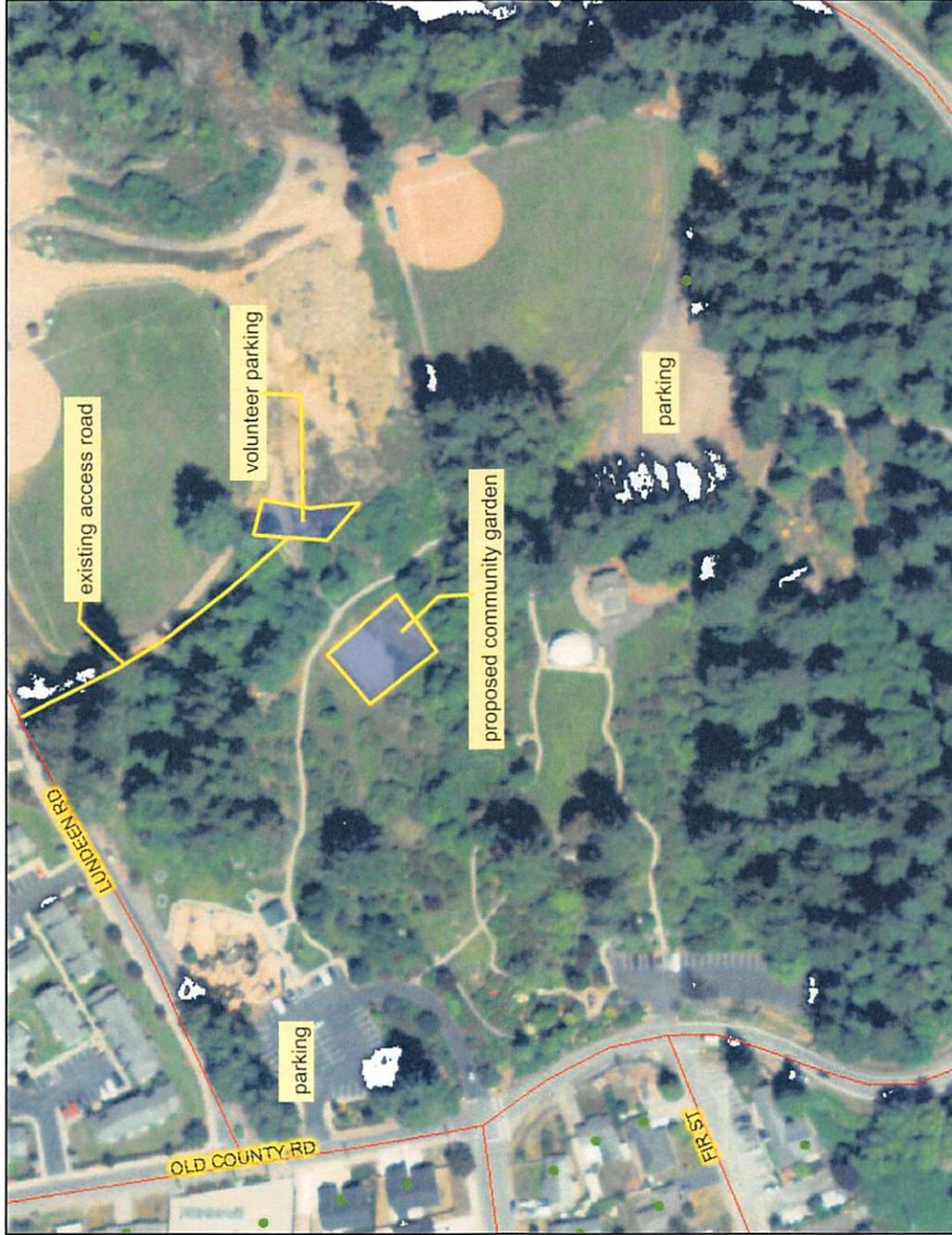
The Parks and Recreation Commission approved a recommendation to City Council during the January 22nd Commission meeting.

Financial Impact: It is estimated that the project will cost approximately \$12,000. Funding will come through fundraising, matching funds from The Azalea Park Foundation and community garden grants. All funding will be covered by The Azalea Park Foundation. The City of Brookings will have to cover no costs of building or maintaining or watering this garden.

Attachments:

- a. Area Map
- b. Community Garden Plan
- c. Agreement

Azalea Park - Community Garden



Legend

- OWNER
- RIVERS
- ROADS
- CITY LIMITS
- URBAN GROWTH BOUNDARY
- OCEAN



Scale: 1:2,352

Map center: 42° 3' 28.3" N, 124° 16' 25.1" W

675 ft.

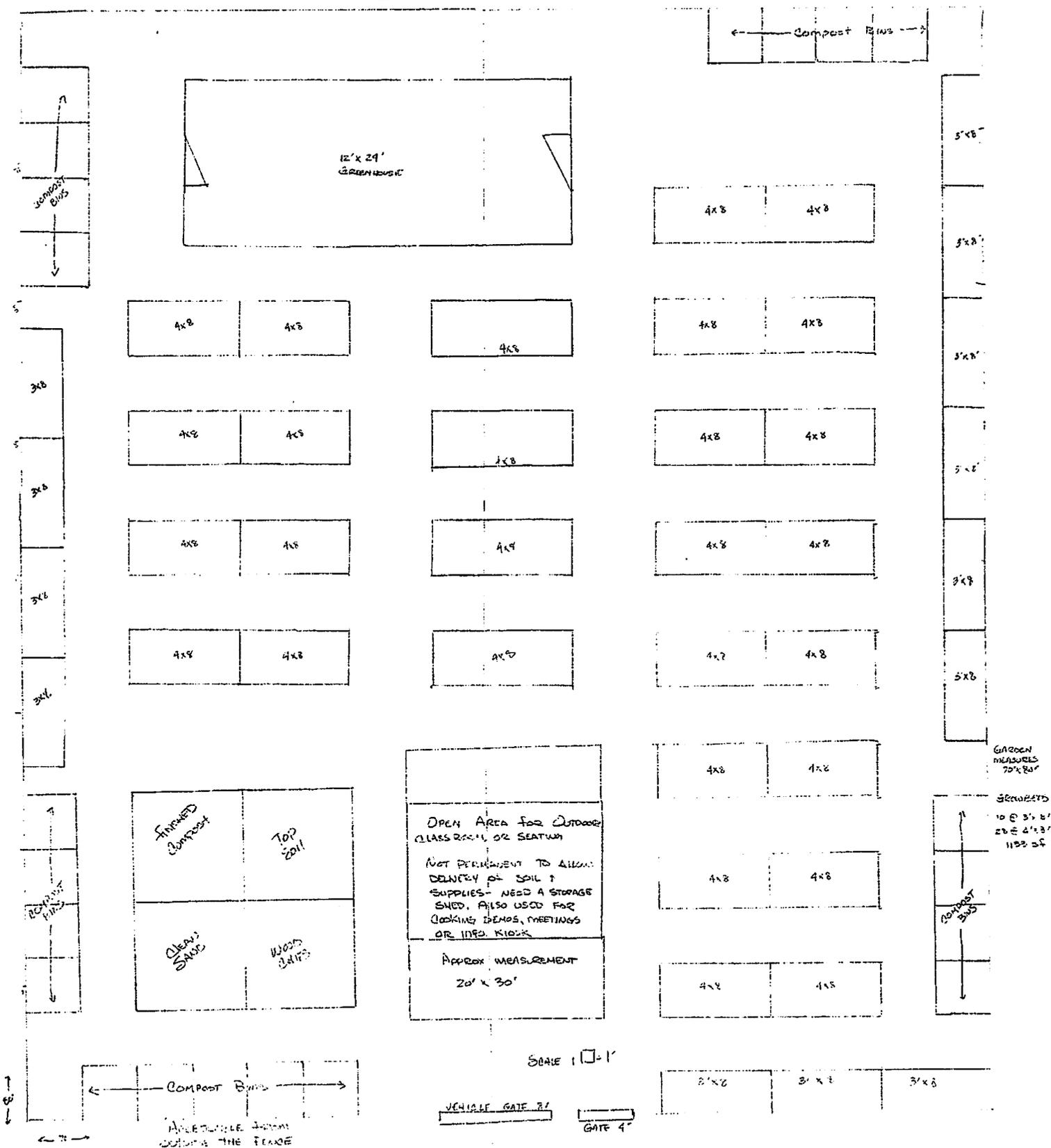
450

225

0

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

AZALEA PARK GARDEN



12' x 29'
GREENHOUSE

← Compost Bin →

COMPOST BINS

4x8

FINISHED COMPOST

TOP SOIL

CLEAN SAND

WOOD CHIPS

OPEN AREA FOR OUTDOOR CLASS ROOM OR SEATING
NOT PERMISSIBLE TO ALLOW DELIVERY OF SOIL & SUPPLIES - NEED A STORAGE SHED. ALSO USED FOR COOKING DEMOS, MEETINGS OR INFO KIOSK.

APPROX MEASUREMENT
20' x 30'

SCALE 1" = 1'

VEHICLE GATE 21

GATE 4

ACCESSIBLE FROM OUTSIDE THE FENCE

GARDEN MEASURES 70' x 80'

STRAIGHTS
10 @ 3' x 6'
21 @ 4' x 8'
11 @ 5'

COMPOST BINS

OPERATING AGREEMENT

AZALEA PARK FOUNDATION - COMMUNITY GARDEN

This Operating Agreement (Agreement) is executed by and between the **CITY OF BROOKINGS** (City), on the one hand, and the **AZALEA PARK FOUNDATION** (Foundation) a non-profit corporation, on the other hand, City and Foundation hereinafter collectively referred to as the "Parties." This agreement is for the purpose of defining the rights and responsibilities of each party with respect and in relation to the establishment, management and termination of a community garden to be located in Azalea Park, a parcel of land owned by the City. Both Parties agree to bind themselves according to the provisions herein.

Purpose:

The Azalea Park Foundation plans to manage and operate the Community Garden in a collaborative work party model. The Azalea Park Foundation Community Garden will provide a place for people to come together around growing food, farming, sustainable agriculture and native plants along with economic and aesthetic objectives. This community garden will provide opportunities for those who have no garden space to grow and harvest fresh food and reap the health benefits of gardening with a broad purpose open to other agricultural, farm and social uses of the space in the future.

Scope:

Volunteers who donate time will be able to harvest their own food during their volunteer hours. The remaining food will be donated to the Food Bank. Volunteers who exhibit dedication to the Community Garden will have the opportunity to donate to the Community Garden reserving a raised bed to grow produce

1.0 RECITALS

- 1.1 WHEREAS, the Foundation is a non-profit organization.
- 1.2 The Foundation desires to develop and operate a Community Garden in a portion of Azalea Park. Said project shall include minor grading, a perimeter fence structure, raised beds, green house, irrigation and other related appurtenances.
- 1.3 City finds that this project is consistent with the City's Parks Master Plan, would be a significant improvement to Azalea Park, and would provide another avenue of community involvement in volunteer activities.
- 1.4 Definition of "Azalea Park". The term "Azalea Park" refers to the City's park area, located on Azalea Park Road/Old County Road and Lundeen Lane.
- 1.5 Definition of "Community Garden Area". The term "Community Garden Area" refers to a 9,000 square foot (100' x 90'), portion of Azalea Park as generally depicted in Exhibit "A".

1.6 Definition of "Event". The term "Event" refers to any activity open to the general public for which a specific area of the park is reserved for a specific use. "Event" does not mean Foundation organization meetings or activities associated with constructing and maintenance of the proposed improvements.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONDITIONS

2.1 The above-recitals are hereby incorporated by reference as though fully set forth herein.

2.2 Use of Garden Area

2.2.1 All Foundation activities in the Garden Area shall be adult supervised and only persons affiliated with or licensed by the Foundation will be permitted to supervise activities in the Garden Area.

2.2.2 Foundation has the authority to approve and determine who may utilize the facilities located in the Garden Area. Foundation shall be responsible for maintaining the Garden Area in a clean and safe condition. Foundation shall be responsible for installation and maintenance of Garden Area fixtures.

2.2.3 The Foundation shall ensure that those individuals operating Garden Area facilities are properly trained and shall comply with all health and safety regulations.

2.2.4 The City reserves its rights to remove any structures or improvements where it is determined to be a health or safety hazard.

2.2.5 The Foundation represents that those individuals utilizing the Garden Area shall reasonably cooperate with City staff in making the Garden Area available for inspection and repair, if necessary. The Foundation agrees to comply with all existing park rules, including hours of operation, unless otherwise modified by an approved City Parks Use Application.

2.2.6 The Foundation shall be responsible for landscape maintenance, lighting, electric and water utility costs in relation to the Garden Area.

2.2.7 The Foundation shall bear the full cost of expenses of providing water, electrical and any other utility service needed to support its plan for development and maintenance of the Garden Area. The Foundation shall pay for electric utility service. Any and all electric or communication cable service to the Garden Area shall be installed underground. All trenching, conduit and pipe installation within the grounds of Azalea Park shall be conducted under the supervision of the City Public Works Director and shall be developed to standards and inspected in the same manner as other public works improvements.

2.2.8 The Garden Area shall be operated and maintained by the Foundation. However, the City shall maintain ownership and control of the Garden Area.

2.3 Term

2.3.1 The term of this Agreement shall be **ten years from the date of execution by the Parties**. Notwithstanding the foregoing, the Parties may terminate this Agreement upon one hundred and eighty (180) days notice, with or without cause.

2.3.2 Upon termination of this Agreement the ownership of all fixed assets located within Garden Area shall be vested in City.

2.3.3 Use of the common areas near and outside of the Garden Area is on a non-exclusive basis.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, or (3) by U.S. Mail, registered receipt requested. Notice shall be deemed effective upon personal delivery, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
 Attention: City Manager
 898 Elk Drive
 Brookings, OR 97415

TO THE FOUNDATION: Azalea Park Foundation
 P.O. Box 6876
 Brookings, OR 97415

4.0 INSURANCE AND INDEMNITY

4.1 The Foundation shall hold harmless the City for any personal injury, replacement costs, fire, or theft in connection with the Garden Area, as well as any and all personal property items located within the Garden Area, as noted hereinabove. The Foundation shall obtain a policy of general liability insurance and retain such insurance in full force and effect for the term of this agreement. The City shall be listed on any insurance obtained by the Foundation for the purposes described herein as an additional insured.

4.2 The Foundation shall waive any right to recover from the City, its agents, representatives, or employees, for any loss or damage resulting from the Foundation's negligent acts or omissions, except for the City's own gross or willful misconduct. The Foundation further agrees to indemnify and hold harmless the City for any and all liability, damages, or claims of any nature not arising from or due to the City's own negligence or gross negligence arising from the actual or alleged use or operation of the Garden Area.

4.3 Insurance coverage shall have limits of not less than \$1,000,000 – Combined single limit for each accident or occurrence. Foundation to provide Certificate of Insurance prior to occupancy of site for any purpose.

5.0 MISCELLANEOUS

- 5.1. This Agreement shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.
- 5.2. This Agreement may be amended, changed or modified only by an agreement in writing signed by the Parties.
- 5.3. If any legal action or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with or arising from any provision of this Agreement, the prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- 5.4. Each party hereto represents and warrants that the signator below is authorized to execute this Agreement.
- 5.5. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. Copies of facsimile signatures shall be considered and treated as though they were original signatures.

NOW, THEREFORE, in agreement with the terms and conditions set forth herein, the duly authorized signators for the respective parties hereto execute this Agreement.

AZALEA PARK FOUNDATION

DATED: _____

By: _____
Lynette McPherson

CITY OF BROOKINGS

DATED: _____

By: _____
Gary Milliman, City Manager

City OKs community garden for Azalea Park

By Jane Stebbins
Pilot staff writer

3-14-15
The city of Brookings has agreed to let the Azalea Parks Foundation replace the city's seldom-used volleyball courts with rows of beets, peas, beans, potatoes, tomatoes and other veggies for use by the community.

"I think it's a great idea for that space," said Mayor Ron Hedenskog. "It's been underutilized for a long time."

According to Parks and Recreation Director Tony Baron, the area gets a lot of sun, and a garden would be an "excellent" way to engage citizens and visitors in "new educational and creative ways."

It will cost about \$12,000, which will be accrued through fundraising, matching funds from the foundation and community garden grants, with no cost to the city.

The project coordinators are foundation board president Lynette McPherson and community liaison Scott Clapson — both Master Gardeners — who are currently installing a similar garden at Brookings-Harbor High School.

"I'm just really excited," Clapson told the council. "I've had people just coming out of the woodwork, from age 2, to — even (recently retired foundation president) Shirley Hyatt came out to pull some weeds."

The foundation intends to use the garden for educational purposes, teaching classes to people so they can learn how to sustain their own families with gardens at home.

McPherson said the focus will be teaching people how to grow vegetables in small places.

"It's important to know," she said. "You (Milliman) have talked about being prepared ... we get an earthquake, and we're going to need to know how to grow our own food."

Roots to sprouts

The foundation wants to build a fenced garden of about 900 square feet

— the current size of the volleyball court. It will be comprised of raised beds, a composting area, a seating area for cooking demonstrations and classes and a greenhouse for propagating vegetables and native plants.

Construction would be done in three-month phases, with initial work to include building fencing, the composting structure, greenhouse and four raised beds. The second phase and third phase would involve construction and planting of more raised beds.

The garden is proposed to be maintained in a work-party model, Baron said, with volunteers who donate their time being permitted to harvest produce for their personal use. The remaining vegetables will be donated to the Brookings-Harbor Community Helpers Food Bank.

The goal is to employ youth and other community members seeking to learn market-gardening skills.

"Along with economic and beautification benefits to the community, the community garden will provide a place for people to come together around growing food and native plants," Baron said. "It will be a space where citizens and visitors can come together, learning from each other by doing. It will teach our citizens to be more self-sufficient and self-reliant. And it will provide opportunities for those who have no garden space to grow and harvest fresh food and reap the benefits of gardening."

"I guess I know I'm officially old, as I get ready to vote to change a volleyball court into a garden," Councilor Kelly McClain said with a laugh. "I must have given up."

In other news

The city will have about \$25,000 less in its capital improvement fund after a piece of machinery at the wastewater treatment plant failed this week.

City Manager Gary

Milliman told the city council Monday that the bio-gas air compressor, used to support decomposition of sludge, has "experienced some indications of imminent failure, and we don't have a spare sitting on the shelf."

The equipment is critical to the operation of the plant — and the cost of replacing it is not in this year's budget, forcing the city to eliminate spending money on a sewer rate study it was planning to conduct.

It will take 16 to 18 weeks to get the new part.

According to city Public Works Director Loree Pryce, an older piece of equipment that might have been used for emergency backup was found to be irreparable.

"It's one of a few parts that is critical and we didn't realize it was close to failure," she said, noting that this event exemplifies why updating the sewer master plan, slated for this year, is vital. "Unfortunately, it's a really expensive part."

Hedenskog noted that, considering the part is 15 years old and works in a salty, corrosive environment, the city probably got its money's worth.

Pryce reminded the council of another part that failed in November, at a cost of \$46,352, plus installation. The council approved replacing that valve instead of spending capital improvement funds originally slated to do sewer main rehabilitation. Other work done with that sewer main money, which totalled \$100,000, was used to install snail removal and methane valve equipment.

"I'm not surprised that we don't have more problems than we do," he said. "I wouldn't take (the compressor) to task. We could've had a surprise failure on many of these items."

•The city is forging ahead with the first part of its application for a resiliency competition in which it and the city of

Reedsport are vying for federal funds to finish repairing 2001 tsunami damage at the Port of Brookings Harbor and prepare the cities for future disasters.

Brookings is applying for about \$800,000 for port repairs and \$940,000 for repairs to the city sewer system.

"This is a one-of-a-kind program," Milliman said. "It's truly a competition. Forty-eight of the 50 state are preparing proposals. At stake is \$700 million nationwide, and Oregon is hoping to secure \$10 million to \$20 million."

The federal program was originally budgeted \$1 billion, but immediately \$300 million was allocated to repair damage after Hurricane Sandy in the northeast.

Milliman said earthquake-resilient water systems are vital for a community's recovery after a disaster. Funds could also be used to retrofit bridges — the bridge over the Chetco River, for example, would probably crumble in an earthquake — educating the public, provide emergency service training and conducting erosion control.

Criteria required cities to partner with the state; Seaside was another contender but was unable to meet the criteria.

The port did not apply for program funds as the competition was geared solely to municipalities, he said. Port property, however, was covered because the parameters include the city and two federal "census blocks" south of the town, which includes that land.

•The city council agreed to double the amount of money it will contribute — to \$2,000 — toward the Veterans of Foreign Wars post to help put on its annual Fourth of July fireworks show.

Last year, the city contributed \$1,000 toward an event that can run upward of \$25,000 for almost a half-hour of entertainment for thousands of residents and visitors to the coast.

Community garden, lights proposed for Azalea Park

By Scott Graves
Pilot staff writer

2/4/15

Installing lights in a dark parking lot at Azalea Park and transforming the existing sand volleyball court there into a community garden were proposals warmly received by the Brookings City Council during a workshop Monday.

The council did not make any decisions during the workshop, but they instructed staff to investigate both proposals and bring them back for a final decision later this month.

Lights at Azalea Park

According to Loree Pryce, public works director, the organizers of Nature's Coastal Holiday, the annual Christmas light show at Azalea Park, asked the city if they could use the parking lot adjacent to the snack bar for future events to accommodate the growing number of visitors.

However, that parking lot has no lights and is very dark at night, Pryce said.

The lights there would also serve people using the parking lot to visit the Capella by the Sea during the rest of the year.

The cost to install a single pole with several lights would cost about \$3,500, to which Nature Coastal Holiday would contribute \$1,000, Pryce said.

"We should do it, just for the liability reasons," said Councilman Bill Hamilton. "It will provide safety and make it so people don't trip and fall in the dark."

Vegetables instead of volleyball

Members of the Azalea Park Foundation have proposed turning the unused sand volleyball courts at Azalea Park into a community garden to "engage our citizens and visitors in new educational and creative ways."

The initial plans call for several raised beds and a greenhouse for

growing vegetables. There is also room to grow new azalea plants for the park to replace existing ones that die or need replacing, Price said.

The Foundation's mission, according to president Lynette McPherson, is to assist the city with maintenance and improvements to the park.

Not only does the proposed site — a 100-foot by 90-foot area — get plenty of sunshine, it includes enough space for the foundation's volunteers to offer classes on sustainability and cooking demonstrations. The greenhouse would be used to propagate vegetables and native plants.

The garden would be fenced, similar to that used at the Little Patch Garden at Kalmiopsis Elementary School. The fence would be locked, and only foundation board members and volunteer coordinators would have the combination.

Scott Clapson, community liaison for the Foundation, said the organization would pay for the cost to improve the soil and provide water to the garden.

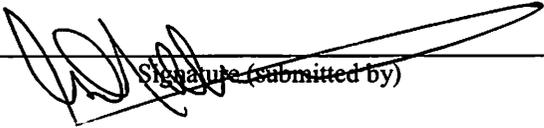
The council members were excited by the possibility and instructed staff to return with a final proposal for its consideration at its Feb. 23 meeting.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 6, 2016

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Use of Marijuana Tax Proceeds

Background/Discussion:

The City Council has placed a marijuana sales tax measure on the November ballot. The tax would be 3.0 per cent. There are three dispensaries in the City Limits.

Citizens have inquired as to how the proceeds of the new tax would be used. This issue is not included in the ballot measure. As such, all tax proceeds would accrue to the City's General Fund. The amount of tax proceeds is also unknown. One current dispensary owner has shared with the City that they are paying a 25 per cent tax to the State, and the amount of tax paid is about \$10,000 per month. Extrapolated from this information, and assuming all three dispensaries have similar sales, the 3.0 per cent City tax would generate about \$43,000 annually.

Does the City Council wish to designate the proceeds of the tax or a portion of the tax for a specific purpose? Suggested designations in the past have included:

- Increasing parks maintenance.
- Parks improvements.
- Golf course expenses.
- Assist in funding a new pool/recreation center.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 6, 2016



Signature (submitted by)

City Manager Approval

Originating Dept: City Manager

Subject: Water Service Outside City Service Area

Background/Discussion:

For a third consecutive year, the City has received a request from the Harbor Water District and others to sell drinking water for delivery outside of the City of Brookings water service area. These requests have been prompted by saltwater intrusion into the Harbor Water District intake system and continuing drought conditions.

Curry County declared a drought emergency in 2015 after which the City Council adopted Resolution 15-R-1067 establishing a policy for responding to drought emergency. A key element of this Resolution was that the County is the principal local agency responsible for organizing the response to a drought emergency. Individual water users in the unincorporated area were referred to the County for assistance. The City did provide drinking water for the Harbor Water District through its contractor, A+ Water Company.

Curry County did not enact a drought emergency in 2016 and, according to County Counsel, the 2015 drought emergency declaration expired. Thus a modification of the City policy is needed.

Additionally, as this has become a recurring issue, it is appropriate for the City to begin a discussion concerning a longer term policy. According to A+ Water many of their customers are located both outside the City Limits and outside the Urban Growth Area. Does the City wish to become the seasonal water purveyor for the southern Curry County unincorporated area? What action is being taken by Harbor Water District and the County to address what appears to be an ongoing water supply issue in the unincorporated area? Should the City exercise leadership to develop partnerships in addressing this matter, or should we focus on providing adequate service only to City system water customers? Are water shortages an issue being addressed in County land use policy decisions?

The impact of the City selling water for hauling at current levels is diminimus to the overall amount of consumption. We have confirmed in consultation with special water rights legal counsel Martha Pagel that supplying water outside of the City system in the current matter is not matter of water rights concern. Attached is a 2015 report entitled "Brookings and the Drought" prepared by the professional engineer who developed the City's latest water master plan.

An associated question is: if the City wishes to continue to provide potable water service beyond the scope of its distribution system, how will this be accomplished? At its meeting of August 22, 2016, the City authorized the City Manager to enter into water purchase agreements with three parties: the Harbor Water District (a public agency), A+ Water Company (a private water hauler

contractor) and Wiley Swearingen (a private homeowner). In each case, the City developed a separate contract agreement with the party receiving water, set up a customer account and designated a specific fire hydrant and meter for the customer's use. A separate meter for each customer is important to verify which contracting party is taking water for billing purposes. The City only has a limited number of meters; the cost of a hydrant meter is \$1,250. It would be costly for the City to set up meters for multiple individual customers.

It was suggested at the August 22 City Council meeting that the City explore some form of automated system whereby any customer could purchase water from a single source, and perhaps pay for the water at time of purchase. We have not explored whether such a system may be available on the market.

A longer term solution for Harbor Water District might be an intertie with the City water distribution system that could be activated during periods of saltwater intrusion or other interruption of supply. In this case we would need to consult further with water rights counsel concerning the place of use for water extracted from the City's source. The cost of any intertie should be borne by the Harbor Water District.

It is the opinion of the City Manager that an even longer term solution should be explored: desalination. A recent study by a group of Humboldt State University students found that desalination is technically feasible and would assure a continued source of potable water as climate change impacts existing river sources, and is post-tsunami sustainable. It would also "get us out of the river" and mitigate any potential conflicts between water extraction for human and fish needs. Desalination technology is continuing to change, and the City should monitor these developments and consider action as this method of water production becomes both technologically and economically feasible.

Attachment(s):

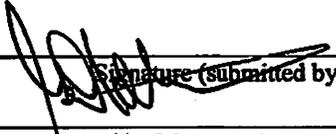
- a. Council Agenda Report July 13, 2015
- b. Resolution 15-R-1067
- c. Brookings and the Drought
- d. Water Purchase Agreement
- e. BMC sections relating to contract sale of water
- f. 2014 Letter and news article on desalination

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: July 13, 2015

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Resolution Establishing City Policy for Responding to Drought Emergency

Recommended Motion:

Adopt Resolution 15-R-1067, adopting a Drought Response Policy.

Financial Impact:

Unknown at this time.

Background/Discussion:

The Curry County Board of Commissioners has adopted a Resolution declaring an emergency and requesting the Governor to declare a State of Emergency in Curry County due to drought conditions. Chetco River water flows are reportedly at historic lows for this time of year. Water withdrawal by the City has not met the established criteria for undertaking voluntary or mandatory water curtailment. The City is exploring alternative water sources of supply and storage.

Staff is seeking policy direction with respect to responding to the drought. To this end, staff has prepared a draft Resolution which:

1. Acknowledges the existence of a drought.
2. Defines who City water customers are.
3. Directs the City to work with the County in responding to emergency water requests from non-City water customers.
4. Provides summary information concerning the City's water source of supply and usage.
5. Acknowledges that City water customers have already reduced consumption by 40 per cent in the last 15 years.
6. Calls for voluntary conservation and directs the City to undertake conservation measures, including leak detection surveys.
7. Directs the City Manager to explore and pursue alternatives to increasing water storage and developing additional drought-resilient sources of supply.

The City has adopted a two-part "trigger" criteria for activating its water curtailment program. One of the criteria is the flow of water in the Chetco River; that trigger being 100 cfs for voluntary conservation and 80 cfs for mandatory curtailment. This first criterion has been met. However, the second criterion is the amount of water the City withdraws from its Ranney collector at the Chetco River; that criterion is 4.5 cfs. This second criteria has not been met as the City's peak day demand in 2015 was 2.7 cfs on May 22.

The County is the lead agency in coordinating the local drought response. The City has received a number of inquiries from homeowners in the area whose private wells have gone dry about purchasing water from the City. In the past, the City has sold water to individuals and a local water hauler business. Last year, the City sold water to a local water hauler for delivery to Harbor Water customers after the Harbor Water District experienced salt water intrusion into their system. We also recently learned that Harris Beach State Park has provided City-supplied water to unincorporated area residents. Inasmuch as the County has declared that drought conditions exist in Curry County and has declared a drought emergency, the City Manager recommends that all such requests for emergency water be coordinated through the County Emergency Manager.

The City has contracted with Civil West Engineering to undertake an alternative water source study. This report with recommendations is due in October. However, staff has requested an advance cost estimate on one project which may be included in the City's National Disaster Resilience Competition proposal due in September. This project involves the reactivation of the City's "old" water source of supply on the Chetco River. The City abandoned this location in 1989 after salt water intrusion was detected, but the City still has a water right at this location for 6.0 cfs. The concept for this project is to pump water from a Ranney collector for storage at an expanded Ferry Creek Reservoir. The estimated capacity of the existing reservoir is 12 million gallons. Civil West has provided several conceptual alternatives for expanding the capacity of the reservoir to 49 million gallons. Cost estimates are preliminary at this time; in the \$7 million range. With an average day demand of 900,000 gallons, this project could increase the City's storage capacity from about four days to about 40 days.

Civil West President Garrett Pallo has prepared an article at the City's request entitled "Brookings and the Drought." This article which notes that the City's water system is quite drought resilient, but also expresses caution with respect to future, has been posted on the City's website and has been provided to the Curry Coastal Pilot. It is quite informative and the City may wish to distribute it as widely as possible to City water customers and others.

The City Manager has also initiated discussion with representatives of Humboldt State University and the University of Southern California who are developing a new saltwater desalination technology. A test plant is being developed at Humboldt Bay. The results of testing this new technology are not expected for two years. A group of researchers may travel to Brookings later this summer for a preliminary evaluation as to whether Brookings would be a good location for a prototype desalination plant. The new technology reportedly addresses both the environmental effects of discharging the salty brine and the high energy demand associated with desalination, both of which have made desalination an economically unfeasible option.

Attachment(s):

- a. Resolution 15-R-1067
- b. *Brookings and the Drought*
- c. County Resolution
- d. *Helping Communities Address Water Needs* article by Governor Brown
- e. *Oregon's Water Resources* article by Tom Byler, Director, OWRD
- f. *The Local Impact of Drought* article from Local Focus magazine
- g. *Waste Not Want Not* article from *Local Focus* magazine
- h. *Common Water Curtailment Practices for Cities*
- i. Brookings Municipal Code Section 13.05.250
- j. New desalination technology article
- k. Letter from Dr. Amy Childress, University of Southern California

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 15-R-1067

A RESOLUTION OF THE CITY OF BROOKINGS ADOPTING A DROUGHT RESPONSE POLICY.

Whereas, the Curry County Board of Commissioners (County) has adopted a resolution declaring a local drought emergency and requesting the Governor to declare a State of Emergency in Curry County due to drought conditions; and

Whereas, the City of Brookings, (City) has determined by ordinance, as codified under Brookings Municipal Code (BMC) Section 13.05.250, that, "It is the policy of the City of Brookings to provide clean, healthful and plentiful water to its residents." Said section of the BMC further provides a policy for water curtailment, "To address the impact of a potential water shortage on the City's residents and the ability of the Chetco River to serve as a viable habitat to important fishery resources;" and

Whereas, said water curtailment policy provides for four stages of reduced water use based upon the flow of water in the Chetco River and the amount of water withdrawal. The purpose of said water curtailment, as provided in BMC Section 13.05.250(A), is to "limit water withdrawal from the Chetco River to a daily average of 5.1 cfs whenever the three day average flow of the river is below 80 cfs;" and

Whereas, the three-day average flow of the Chetco River dropped below 80 cfs on July 3, 2015; and

Whereas, the three-day average withdrawal of water by the City as of July 3, 2015, was 2.1 cfs, approximately 50 per cent of criteria established by law requiring curtailment action; and

Whereas, the City provides water service to 3,340 regular customers connected through City-owned meters to the City water system, approximately 329 of said customers being located outside of the City Limits. Together, said City water customers within the City Limits and outside the City Limits are City Water Service Customers; and

Whereas, the Chetco River is the City's sole source of water supply; and

Whereas, the Chetco River flow is considered to be at a historic low for the early summer period; and

Whereas, the City source of supply was designed and has proven to be resilient to low flow events, with the source being a Ranney Collector system drawing from the groundwater aquifer located below the Chetco River; and

Whereas, the City has a water storage capacity of 3,628,600 gallons, which is equal to approximately two days of peak day demand and four days of average day demand; and

Whereas, water flow below 80 cfs in the Chetco River has been a recurring event for a number of years, but has generally occurred in the August or September calendar period; and

Whereas, it is the responsibility of the County to take the lead in responding to drought by coordinating local responses and requesting state assistance;

Now, Therefore Be It Resolved that the City Council of the City of Brookings does hereby find, determine and direct as follows:

1. A drought condition exists in Curry County.
2. Such drought condition may have an effect on the City water source of supply.
3. The amount of water being diverted from the Chetco River is approximately 1.0 per cent of the total river flow.
4. City Water Service Customers have already taken action to reduce consumption, with average residential use having been reduced by over 40 per cent...from 133 gallons per day to 77.8 gallons per day, since 2000.
5. The City has made improvements to its water system to reduce its unaccounted-for water use to less than 10 per cent.
6. Even though the criteria established in the BMC precipitating voluntary and mandatory conservation and curtailment has not been met, the City Council finds that it is in the best interest of the community and consistent with the City's water goals as articulated in BMC Section 13.05.250 to call for voluntary conservation by the City Water Service Customers.
7. In its own water use at City facilities, the City will follow the guidelines prescribed in BMC 13.05.250(B)(2) except that the City's municipal swimming pool shall remain in full operation.
8. The City Manager is directed to coordinate with Curry County in responding to incidents resulting from the drought emergency. Such response may include:
 - a. Providing water to other public water systems within Curry County.
 - b. Providing water to residents of Curry County who are not City Water Service Customers.
 - c. Wildfire response.

All such actions shall be in response to a request for assistance received from Curry County.

9. The City Manager is directed to undertake a public information campaign to inform the public about the City's water system and water conservation measures.

10. The City Manager is directed to undertake a leak detection program to identify and repair water leaks within the City's water system.
11. The City Manager is directed to pursue funding through the State of Oregon, the National Disaster Resiliency Competition and other sources for the construction of improvements to the City water system which would make the City water system even more resilient to drought, with a goal of increasing water storage supply to at least 30 days of average daily use.
12. The City Manager is directed to fully explore alternative, long-term sources of water supply, including utilization of sources where the City has existing, unused water rights, and new technologies.

Be it therefore further resolved that this Drought Response Policy shall remain in effect until such time as the City Council deems it is no longer necessary.

Passed by the City Council _____, 2015 ; effective the same date.

Attest:

Mayor Ron Hedenskog

City Recorder Joyce Heffington

BROOKINGS and the DROUGHT

By: Garrett Pallo, P.E.

Many areas in the U.S. have been struggling with drought for some time. In recent years, western states, like Oregon, have struggled with drought conditions. With less than normal rain and snow fall, many Oregon community water suppliers are concerned. The Chetco Watershed, which supplies the City of Brookings municipal water supply, is no exception. The City of Brookings is well aware of this concern and has taken proactive steps, in recent years, to address and plan for the drought concerns on the southern Oregon coast.

Chetco Watershed



The Chetco Watershed, as shown in Figure 1, drains into three rivers: the Chetco, Pistol and Winchuck Rivers. Overall, the total acreage of the watershed is 405,300 acres (633 square miles). Within the watershed is the Chetco River Sub-basin (see Figure 2), which drains only the Chetco River and is the main area of interest for Brookings residents. This sub-basin is approximately 352 square miles and the river itself is 56 miles long.

Based on a watershed assessment completed for the sub-basin, approximately 70% of the watershed is located at an elevation below 2,500 feet. The remaining 30% is located at elevations between 2,500-5,000 feet. This suggests that the majority of the watershed is supplied by rainwater and only 30% is supplemented by snow pack which typically occurs above 2,500 feet.

Figure 1 – Overall map of the Chetco Watershed

As of May 1, 2015, the mountain snowpack has melted across most of the Western U.S. Only specific areas of high elevation in the Rockies have retained any snowpack to provide for runoff in the coming months. This presents a problem for the Chetco River Basin, though the greater concern is the lack of rainfall which is the main source of water for the Chetco River.

In addition to understanding how water enters the river basin via rain and snow melt, it is important to understand how water exits the river. A significant amount of water leaves the river through evaporation, especially during the warmer and dry summer months. Still much more water exits the river through the natural process of infiltration into the surrounding soils, rock, and groundwater table one each side and below the river. How much water leaves the river through evaporation and infiltration is difficult to say, though it is significant compared to the amount of water that remains in the river to its terminus at the Pacific Ocean.

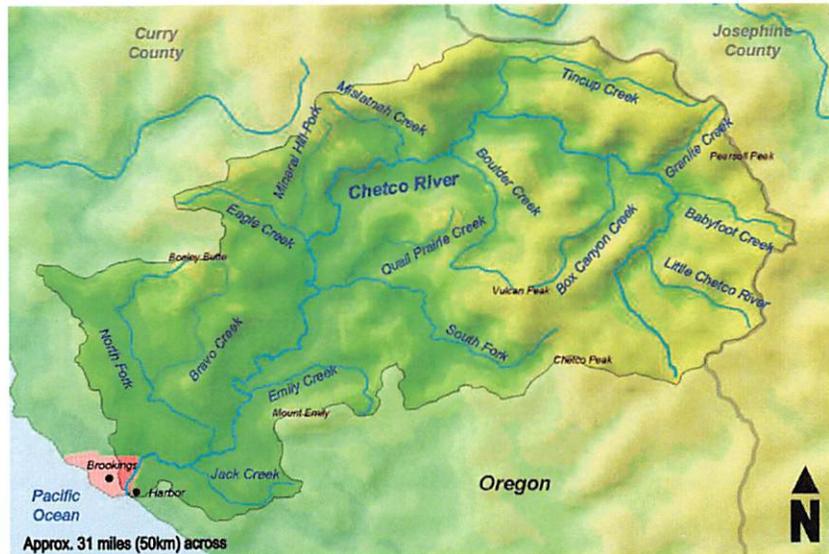


Figure 2 – Map of the Chetco Sub-basin within the Chetco Watershed

In addition to these natural processes that remove water from the river channel, there are many human-related water demands and diversions of river water. This includes water use for irrigation and agricultural purposes, private potable water systems, industrial water demands, and the municipal water demands at communities like the City of Brookings and the Harbor Water District. In addition to the natural water needs in the river for fish, wildlife, and vegetation, there are many other needs placed on the water flowing in the Chetco River.

The City of Brookings, as well as the Harbor Water District, each utilize water intakes known as Ranney Collectors. Ranney collectors are designed to withdraw water from the groundwater aquifer located below a river or lake through horizontal lateral screens. The water flows from the screens to a central well or caisson for pumping to water customers. The advantages of the Ranney style collector is that it does not withdraw water directly from the river and does not pose a threat to juvenile fish. Also, the water quality obtained by the Ranney collector is superior due to the natural filtration obtained from the gravels below the river. While the water diverted through the Ranney collector is, in fact, recharged by Chetco River water, the water is not removed

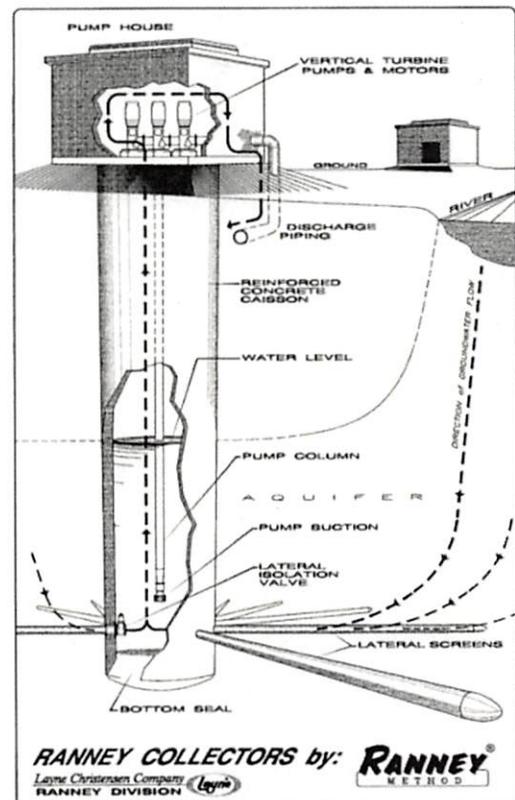


Figure 3 – Ranney Collector Schematic

directly from the river by tapping into the groundwater supplies located in the shallow aquifer beneath the river bottom.

River flows are regularly measured along the Chetco River. The river flows from June 5-11, 2015 are summarized in Figure 3, "7-day Record of Chetco River Flows". The chart shows the historical minimum flows along with the current minimum flows for each day listed. As shown on the graph, the recent river flows are below historical minimums.

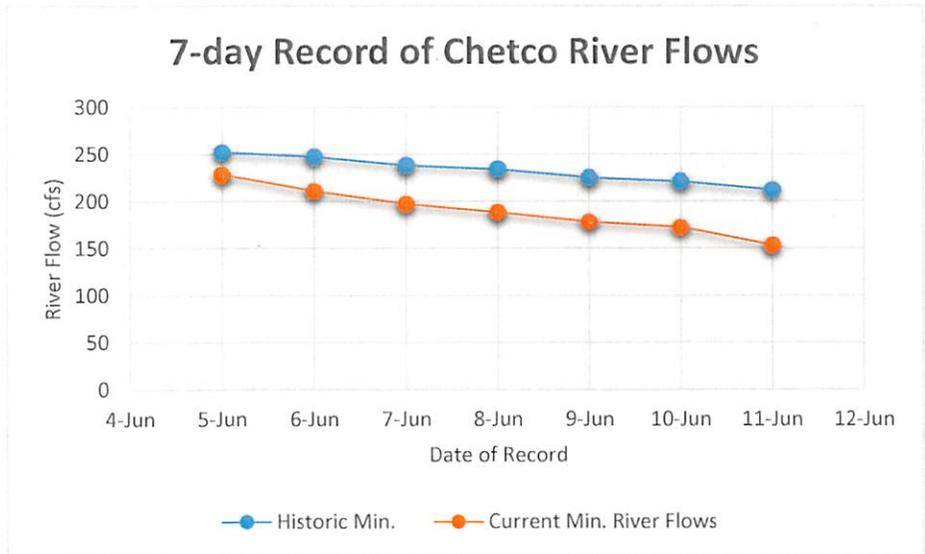


Figure 4 – Record of the Chetco River flows during a seven day period in 2015

While river levels are below historic low flow levels, it is important to recognize the proportional amount of water that the City of Brookings diverts compared to total river flows. Figure 4, "Total Chetco River Flow", shows that the average percentage of water diverted by the City during these drought conditions is approximately 1% of the total river flows.

Though the effects of the City's use of Chetco River water is negligible, the City is still responsible to make "beneficial use" of this water. This beneficial use is a requirement of the State Water Resources Department. With this in mind, the City has implemented water conservation and curtailment policies, while also maintaining and improving the water system in order to achieve the most beneficial use of all the water diverted from the Chetco River. This includes the implementation of conservation and curtailment planning.

The City's engineering consultant has been tasked with updating the Brookings Water Management and Conservation Plan. This update will bring current conservation measures in line with current water demands. This plan will

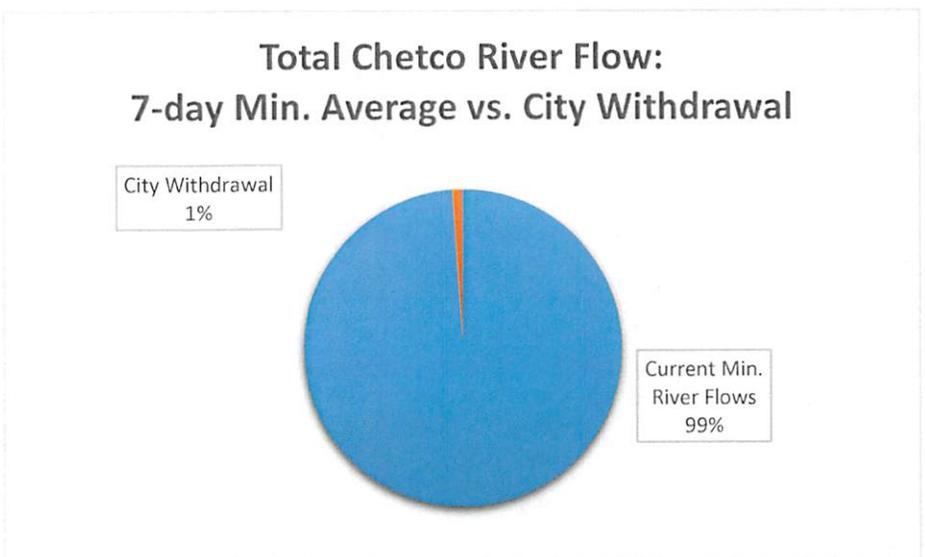


Figure 5 – Chart of the City of Brookings water withdrawal compared to total river flow

also include an updated water curtailment plan. The curtailment plan gives the City the tools they need to control water use within the City during drought conditions.

Currently, an alternative water supply study is also being prepared by the City's engineering consultant. This is a preemptive effort that will provide the City with options of how to supplement the existing water supply if the level of the Chetco River continues to decrease or other emergencies arise. This plan will provide recommendations for additional water storage, water supply and other solutions to ensure safe drinking water for Brookings residents.

The City has also taken proactive measures that reduce the amount of water diverted from the river. The City Public Works Department has made numerous improvements and repairs to the water system. The leak repair program, along with metering improvements, has reduced water loss levels from 20% in 2000 to less than 10% by 2012. In recent years actual consumption per resident has also decreased. Since 2000, average residential use has dropped over 40% from 133 gallons to 77.8 gallons. This consumption decrease has allowed the City to divert less water from the Chetco River.

As cities and counties around Oregon grapple with drought in their respective watersheds, it is evident that this concern is not localized to the City of Brookings. The City is working hard to reduce the amount of water they need to divert from the Chetco River and be responsible stewards of this precious natural resource.

CITY OF BROOKINGS

Temporary Bulk Water Purchase Agreement

This temporary bulk water purchase agreement ("Agreement") is hereby entered into by and between the City of Brookings, an Oregon municipal corporation (referred to as the "City") and the below identified water customer (referred to herein as "Customer") for the purchase of municipal water in bulk pursuant to the terms contained herein.

A. CUSTOMER INFORMATION

Name: _____

Billing Address: _____

Phone: _____

Bus. License # (if applicable): _____

Will Customer re-sell water? Yes _____ No _____

To be filled out by City Staff only:

Air Gap Inspection Passed: Date _____ Initials _____

Assigned Hydrant Location: _____

B. TERMS AND CONDITIONS OF PURCHASE

1. **Emergency Purposes.** It is the intent of the City to provide Customer with access to municipal water during periods of water shortage (whether due to salt water intrusion, drought, dry wells, or similar situations) for Customer or Customer's clientele. By signing this Agreement, Customer represents and certifies that the water to be purchased by Customer will be used only for alleviating water shortage conditions and for no other purpose.
2. **Purchase Price.** The purchase price of municipal bulk water shall be the City's Fire Hydrant rate of \$5.10 per 100 cu.ft., which may be amended by the City Council from time to time.
3. **Payment Terms.** The City will bill Customer monthly for municipal bulk water purchases. Each bill will contain the final date on which payment is due. If payment is not made on or before that date, the account will be considered delinquent and late fees may apply.
4. **Procedure for Obtaining Bulk Water.**
 - 4.01 **Location.** Customer will obtain municipal bulk water from the fire hydrant assigned above and from no other location.
 - 4.02 **Meter.** The assigned fire hydrant is fitted with one or more meters. One fire hydrant meter will be assigned to Customer upon establishing an account with the City. Customer will provide its own padlock and key for the assigned fire hydrant meter. Customer will be responsible for payment for all water distributed through

the assigned fire hydrant meter. The meter will be read monthly and Customer will be billed according to actual use rounded to the nearest cubic foot.

4.03 **Inspection.** Prior to assigning a fire hydrant meter to Customer, the City shall inspect each water truck or water transport container to insure that an appropriate air gap has been installed to protect the City's water system from backflow. If the appropriate air gap has not been installed, then the City may refuse the sale of water to Customer. If at any time Customer utilizes a different water truck or water container, the City may require that the new apparatus be inspected as well.

5. Termination.

5.01 **Periods of Conservation.** This Agreement shall automatically terminate upon the City's implementation of Water Curtailment Grade 2 – Limited Water Restrictions (see BMC 13.05.250).

5.02 **Written Notice.** This Agreement is temporary in nature and may be terminated at any time by the City upon written notice to Customer.

6. Hold Harmless and Indemnification. Customer agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement.

7. No Third Party Beneficiaries. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

8. No Assignment. This Agreement may not be assigned by either party.

BY SIGNING THIS AGREEMENT BELOW, I CERTIFY THAT I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND AGREE TO BE LEGALLY BOUND THEREBY.

CUSTOMER:

Signature

Print Name

APPROVED:	
_____ By: Gary Milliman, City Manager	_____ Date

Services shall be residential, commercial, standby fire, utility work and contract, as follows:

A. Inside City Limits.

1. Residential Service. Residential service shall consist of all services for domestic purposes, single-family dwellings, multifamily dwellings, mobile homes, and municipal purposes.
2. Commercial Service. Commercial services shall consist of those services where water is used for commercial services, such as businesses, restaurants and recreational vehicle parks.
3. Standby Fire. Standby fire services shall consist of those services where water is available or used for fire protection only.
4. Utility Work. Utility work shall consist of water needed to facilitate agency utility work, such as flushing culverts, street cleaning and other maintenance activities.
 - a. As used herein, "agency" is defined as: cities, school districts, fire districts, water and sewer districts, health districts, parks and recreation districts, transit districts, irrigation districts, library districts, port districts, public facility districts, public utility districts, housing districts, and other authorized special districts.

5. Contract Service. Contract services shall consist of those services for industrial or independent water district purposes under contracts authorized by the city council.

B. Outside City Limits.

1. Residential Service. Residential service shall consist of all services for domestic purposes, single-family dwellings, multifamily dwellings, mobile homes, and municipal purposes.
2. Commercial Service. Commercial services shall consist of those services where water is used for commercial services, such as businesses, restaurants and recreational vehicle parks.
3. Standby Fire. Standby fire services shall consist of those services where water is available or used for fire protection only.
4. Utility Work. Utility work shall consist of water needed to facilitate agency utility work, such as flushing culverts, street cleaning and other maintenance activities.
5. Contract Service. Contract services shall consist of those services for subdivisions, developments, industrial or independent water district purposes under contracts authorized by the city council.

C. Special Contracts. When the applicant's requirements for water are unusual or large, such as an independent water district, or necessitates considerable special or reserve equipment or capacity, such as a subdivision or other development, the city council reserves the right to make a special contract, the provisions of which are different from and have exceptions to the regularly published water rates, rules, and regulations. This special contract shall be in writing, signed by the applicant and approved by the city council.

D. Resale of Water. Resale of water shall be permitted only under special contract in writing between the city council and the persons, parties, or corporation selling the water.

binding contract in which the applicant agrees to abide by such rates, ordinances, resolutions, and applicable rules and regulations as are in effect at the time of signing the application, or as may be adopted or modified thereafter by the city, and to pay all bills promptly.

B. The city reserves the right to make special contracts, the provisions and conditions of which are different from or have exceptions to the regular published schedules. When the consumer's requirements for water are unusual or large, or necessitate considerable special or reserve equipment, or capacity or special rates, the city may also require the consumer to furnish security satisfactory to the city to protect the city against loss and to guarantee the performance of the provisions of the contract. Special contracts shall be in writing and signed by the proper consumer and the mayor, after a resolution authorizing such contract shall have been passed by a majority vote of the city council; provided however, that temporary contracts may be entered into by the city subject to the approval of the city council at its next council meeting.

C. Except for special contracts which specify the length of time to which the contract rate shall be extended, all rates, ordinances, resolutions, and applicable rules and regulations are subject to change or modification by the city without notice. [Ord. 88-O-432; Ord. 66-O-190 § 13.]

13.05.120 Responsibility and service preferences.

A. The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in the consumer's lines, plumbing or equipment, and the city may, without further notice, discontinue service to any consumer when a defective condition of plumbing or equipment upon the premises of the consumer results, or is likely to cause contamination of the water. The city does not assume the duty of inspecting the consumer's line, plumbing and equipment, and shall not be responsible therefor, and will not be liable for failure of consumer to receive service on account of defective plumbing or apparatus on the consumer's premises, or for excessive consumption.

B. The city, whenever it shall find it necessary for the purpose of making repairs or improvements to its system shall have the right to suspend temporarily the delivery of water.

C. The city will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of pure water to the consumer, and to avoid any shortage or interruption of delivery of same. The city will not be liable for high or low pressure conditions, chemical or bacteriological conditions, interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby. The use of water upon the premises of the consumer is at the risk of the consumer, and the responsibility of the city shall cease at the point of delivery of water. Unless otherwise specified in agreement, the point of delivery shall be the point where the city's service line attaches to the consumer's line. [Ord. 88-O-432; Ord. 66-O-190 § 14.]

13.05.130 Services.

A. Ownership, Installation, and Maintenance. The city shall own, install, and maintain all services and installation and maintenance shall only be performed by authorized employees or contractors approved by the city. The customer shall own, install, and maintain the customer service line.

B. Service Connection Charge. At the time the applicant files for service where no service previously existed, or if he is filing for a change in service size or location, he shall submit with his application the service connection charge. This charge is to cover the actual cost to the city to

the checks for tightness. It shall also be provided with a factory bypass arrangement with a meter and a minimum of an approved double check assembly.

12. "Health hazard" means an actual or potential threat of contamination of a physical, chemical or biological nature to the public potable water system or the consumer's potable water system that would be a danger to health.

13. "In-premises protection" means the appropriate backflow prevention within the consumer's water system at or near the point at which the actual or potential cross connection exists.

14. "Mobile units" shall mean units that are temporary in nature, connecting to the water system through a legally-permitted hydrant, hose bibb, or other appurtenance of a permanent nature that is part of the city of Brookings water system or a permanent water service to a premises. Examples can include but are not limited to the following: water trucks, pesticide applicator vehicles, chemical mixing units or tanks, waste hauler's trucks or units, sewer cleaning equipment, carpet or steam cleaning equipment other than homeowner use, rock quarry or asphalt/concrete batch plants or any other mobile equipment or vessel that poses a threat of backflow in the city of Brookings water system. Uses that are excluded from this definition are recreational vehicles at assigned sites or parked in accordance with other city of Brookings policies pertaining to recreational vehicles and homeowner devices that are used by the property owner in accordance with other provisions of this, or other, city of Brookings policies pertaining to provision of water service to a premises.

15. "Non-health hazard" shall mean the classification assigned to an actual or potential cross connection that could allow a substance that may be objectionable, but not hazardous to one's health, to backflow into the potable water supply.

16. "OHA" shall mean Oregon Health Authority.

17. "OAR" shall mean Oregon Administrative Rule.

18. "Person(s)" shall mean a natural person (individual), corporation, company, city, partnership, firm, limited liability company, joint venture company or city, and other such entity.

19. "Pollution hazard" means an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system, but which would not constitute a health or system hazard, as defined. The maximum intensity of pollution to which the potable water system could be degraded under this definition would cause minor damage to the system or its appurtenances.

20. "Premises" means any piece of property to which water service is provided, including, but not limited to, all improvements, mobile structures and other structures located upon it.

21. "Premises isolation" means the appropriate backflow prevention at the service connection between the public water system and the premises. This location will be at or near the property line and downstream from the service connection meter.

22. "Reduced pressure principle backflow prevention assembly" or "reduced pressure principle assembly" or "RP assembly" shall mean an assembly containing two independently acting approved check valves together with a hydraulically operated, mechanically independent

- a. Ensure no cross connections exist between the point of delivery from the city water system and the approved backflow prevention assemblies, when these are installed in an alternate location; and
- b. Assume responsibility for testing, maintenance, and repair of the installed approved backflow prevention assembly to protect against the hazard.

F. Discontinuation of Water Service – Noncompliance with Program. Water service may be disconnected to a premises for any of the following reasons:

1. Failure to remove or eliminate an existing unprotected or potential cross connection;
2. Failure to install a required approved backflow prevention assembly;
3. Failure to maintain an approved backflow prevention assembly; or
4. Failure to conduct the required testing of an approved backflow prevention assembly.

G. Retrofitting. Retrofitting shall be required at all service connections where an actual or potential cross connection exists, and wherever else the city of Brookings deems retrofitting necessary to comply with the OAR, this section and the city's SOP manual.

H. Irrigation Systems. All irrigation systems shall be protected according to the Uniform Plumbing Code. In the event any system is equipped with an injector system, a reduced pressure principle assembly will be required at the service connection.

I. Thermal Expansion. If a closed system has been created by the installation of a backflow prevention assembly, or other appurtenances, it is the responsibility of the property owner, the occupant, or person in control of the property to eliminate the possibility of damage from thermal expansion in accordance with the plumbing code. The city will notify the premises owner and water user, in writing, of thermal expansion concerns.

J. Mobile Units – Portable Water Trucks. Any mobile unit or apparatus, as defined in subsection (A) (14) of this section, which uses the water from any premises within the city of Brookings water system, shall first obtain a business license from the city of Brookings and be inspected to assure an approved air gap or reduced pressure principle assembly is installed on the unit.

K. Installation Requirements.

1. All backflow prevention assembly installations shall follow the requirements as stipulated by the city of Brookings SOP manual and OAR Chapter [333](#), Division [061](#).
2. If the premises isolation assembly is allowed to be installed at an alternate location, the city of Brookings must have access to the assembly. No connections can be made between the meter and the backflow assembly.
3. The type of backflow prevention assembly required shall be commensurate with the degree of hazard that exists and must, at all times, meet the standards of the Oregon Health Authority. All backflow prevention assemblies required under this section shall be of a type and model approved by the OHA.

L. Pressure Loss. Any decrease in water pressure caused by the installation of a backflow assembly shall not be the responsibility of the city of Brookings.

M. Fire Systems. An approved double check detector assembly shall be the minimum protection on all new fire sprinkler systems using piping material that is not approved for potable water use, and/or that does not provide for periodic flow-through. A reduced pressure principle detector assembly must be installed, if any solution other than potable water can be introduced into the sprinkler system.

Retrofitting on fire sprinkler systems will be required in each of the following circumstances:

1. Where improper maintenance has occurred;
2. On all health hazard systems;
3. Wherever required by the OAR.

In the event an assembly is installed on a designated lateral, a detector assembly commensurate with the degree of hazard will be required.

N. Temporary Meters and Hydrant Valves. Backflow protection will be required on all temporary meters and hydrant valves before any use. The type of assembly will be commensurate with the degree of hazard and will be determined on a case-by-case basis by a city of Brookings specialist.

O. Oregon Plumbing Specialty Code. As a condition of water service, customers shall install, maintain, and operate their piping and plumbing systems in accordance with the Uniform Oregon Plumbing Specialty Code, as amended. If there is a conflict between this section and the Code, the Code shall prevail.

P. Right-of-Way Encroachment Permit. All backflow assemblies must be installed in accordance with BMC Title 18, Engineering Requirements and Standard Specifications for Public Works Construction. Applicants proposing to install their backflow device in the city right-of-way must obtain and comply with a "right to use" permit.

Q. Access to Premises. For premises where surveys indicate a possible cross connection, authorized personnel of the city of Brookings, with proper identification and not less than 48 hours' notice, shall have access during the hours of 8:00 a.m. to 5:00 p.m. to all parts of a premises and within the structure to which water is supplied. However, if any owner, occupant or person in control refuses authorized personnel access to a premises, or to the interior of a structure, during these hours for inspection, a reduced pressure principle assembly must be installed at the service connection to that premises.

R. Annual Testing and Repairs. All backflow prevention assemblies installed within the area(s) receiving water service from the city of Brookings shall be tested immediately upon installation, and at least annually thereafter by an OHA certified backflow assembly tester. All such assemblies found not functioning properly shall be promptly repaired or replaced at the expense of the owner, occupant or person in control of the premises. In the event an assembly is moved, repaired or replaced it must be retested immediately. All repairs on backflow assemblies within the city of Brookings service area must be performed according to all state and county regulations.

13.05.250 Water curtailment.

It is the policy of the city of Brookings to provide clean, healthful, and plentiful water to its residents. To address the impact of a potential water shortage on the city's residents and the ability of the Chetco River to serve as a viable habitat to important fishery resources, the following rules shall apply.

A. Implementation. In order to limit water withdrawal from the Chetco River to a daily average of 5.1 cfs whenever the three-day average flow of the river is below 80 cfs, the following guideline for levels of curtailment may be implemented. The city may implement levels of curtailment at other times as determined necessary:

Grade 1: River flow is below 100 cfs and water withdrawal is above 4.5 cfs.

Grade 2: River flow is below 80 cfs and water withdrawal is above 4.5 cfs.

Grade 3: River flow is below 80 cfs and water withdrawal is above 4.7 cfs.

Grade 4: River flow is below 80 cfs and water withdrawal is above 5.0 cfs.

1. River flows shall be a three-day average using a USGS approved method of measurement conducted by a trained person and measured at a location approved by Oregon Water Resources.

2. Water withdrawal shall be a 24-hour average. Water withdrawal shall be metered and data shall be available to the public.

B. Levels of Water Curtailment.**1. Grade 1: Voluntary Curtailment.**

a. Press release shall be sent to local media encouraging water conservation.

2. Grade 2: Limited Water Restrictions. The following activities or actions are restricted or prohibited under a Grade 2 water restriction:

a. Watering, sprinkling or irrigating lawn, grass or turf during the odd days of the month except:

i. New lawn, grass or turf that has been seeded or sodded 90 days prior to declaration of a water shortage may be watered as necessary until established; and

ii. High-use athletic fields that are used for organized play;

b. Watering, sprinkling or irrigating flowers, plants, shrubbery, groundcover, crops, vegetation, or trees except from 6:00 p.m. to 10:00 a.m.;

c. Washing, wetting down, or sweeping with water, sidewalks, walkways, driveways, parking lots, open ground or other hard surfaced areas except:

i. Where there is a demonstrable need in order to meet public health or safety requirements, such as (A) to alleviate immediate fire or sanitation hazards, (B) for dust control to meet air quality requirements mandated by the Oregon Department of Environmental Quality;

ii. Power washing of buildings, roofs and homes prior to painting, repair, remodeling or reconstruction, and not solely for aesthetic purposes;

d. Washing trucks, cars, trailers, tractors or other land vehicles or boats or other water-borne vehicles, except by commercial establishments or fleet washing facilities which recycle or reuse the water in their washing processes, or by bucket and hose with shut-off mechanisms except:

i. Where the health, safety and welfare of the public is contingent upon frequent vehicle cleaning, such as (A) clean garbage trucks, (B) vehicles that transport food and other perishables, or (C) otherwise required by law. Owners/operators of these vehicles are encouraged to utilize establishments which recycle or reuse the water in their washing process;

e. Cleaning, filling or maintaining decorative water features, natural or manmade, including but not limited to: fountains, lakes, ponds and streams, unless the water is recirculated through the decorative water feature. Water features which do not include continuous or constant inflowing water are not included;

f. Wasting water by leaving unattended hoses running;

g. Supplying water for above or in-ground swimming pools; and

h. Other actions deemed necessary by the city manager.

3. Grade 3: Moderate Water Restrictions.

a. Where not otherwise restricted under a Grade 2 water restriction, all Grade 1 water restrictions apply;

b. Watering of any lawn, grass or turf, regardless of age or usage;

c. Watering, sprinkling or irrigating flowers, plants, shrubbery, groundcover, crops, vegetation, or trees;

d. Washing of vehicles other than in establishments which recycle their water; and

e. Power washing of buildings, regardless of purpose.

4. Grade 4: Severe Water Restrictions.

a. Where not otherwise restricted under Grade 3 water restrictions, Grade 1 and 2 water restrictions apply;

b. A maximum daily allotment of water per residential water user set by the city manager;

c. Any restriction, which is identified by the fire chief.

C. Variances. Customers not capable of immediate water restrictions shall submit a written request for a variance. The written request will be granted at the discretion of the city manager. The following information must be provided to the city in requesting a variance:

1. Name and address;

2. Purpose of water use;

3. Specific provision from which the petitioner is requesting relief;

4. Description of the relief desired;
5. Period of time for which the variance is sought;
6. Economic value of the water use;
7. Damage or harm to the petitioners or others if petitioner complies with the water restrictions;
8. Restrictions with which the petitioner can comply;
9. Steps petitioner is taking to achieve full compliance; and
10. Any other pertinent information.

D. Notification. Upon declaration of any grade of water restriction, the city manager or designee shall:

1. Mail the appropriate written notice to each service address inside and outside the city limits declaring the grade of water restriction, findings of fact and conclusions supporting the declaration, and the effective dates of the water restriction;
2. Publish the same notice in at least one local newspaper of general circulation;
3. Notify other area newspapers, radio and television stations by a press release;
4. Post the declaration at City Hall, Library, Post Office, Fire Hall and at least one other place in the city where citizens might be expected to congregate;
5. If available, place a notice on the Fire Department Reader Board;
6. Failure of any water user to receive actual notice of the declaration of a water restriction or emergency or the actions deemed necessary by the city manager or city council to address the water shortage shall not relieve the user of obeying the restrictions.

E. Enforcement.

1. Warning. Each violation shall receive a warning. The letter of warning shall be in writing, shall specify the violation, may require compliance measures, and shall be served upon the resident either personally, by office or substitute service, or by certified or registered mail, return receipt requested.
2. Citation. After the resident has received a warning letter, any subsequent violation shall be treated as a civil violation pursuant to BMC 13.05.270.

F. Penalties.

1. First violation: warning letter.
2. Second violation: Class C violation, subject to a fine of up to \$100.00 per day.
3. Third violation: Class B violation, subject to a fine of up to \$250.00 per day. [02-O-553 § 2.]

December 12, 2014

Heidi Moawad
Office of the Governor
Public Safety & Human Services Policy Advisor
254 State Capitol
Salem, Oregon 97301-4047

Re: Intent to Participate

Dear Ms. Moawad:

This letter is to confirm the intent of the University of Southern California, Sonny Astani Department of Civil and Environmental Engineering to collaborate with the State of Oregon on eligible activities as proposed in the State of Oregon's Community Development Block Grant - National Disaster Resilience (CDBG-NDR) application. This collaboration is contingent upon the award of funds from the United States Department of Housing and Urban Development for the CDBG-NDR competition.

Specifically, our Department would be interested in partnering with the State of Oregon and the City of Brookings on the possible development of an innovative reverse osmosis-pressure retarded osmosis (RO-PRO) water treatment facility that would fulfill the needs of the Brookings Harbor Community for a resilient domestic water supply. Our environmental engineering program is actively involved in research associated with advanced technologies for water treatment, water reclamation/reuse, and removal of endocrine disrupting chemicals. Our research efforts are directed at development of sustainable technologies, experiment-based mathematical modeling, and environmental nanotechnology. Most recently, we are partnering with Humboldt State University in California to develop a portable, prototype RO-PRO system in Samoa, California, which would lower the cost of desalination and reduce its impact on the environment. This technology could be a good fit for coastal communities like Brookings whose historic water sources of supply are now impacted by drought and climate change conditions, and are vulnerable to tsunami impacts.

Furthermore, this collaboration can include the USC Tsunami Research Center (TRC), which is actively involved with all aspects of tsunami research including inundation field surveys; numerical and analytical modeling; and hazard assessment, mitigation and planning. TRC has developed tsunami inundation maps for California and the tsunami code MOST, now used by NOAA. MOST is the only validated code used in the U.S. for tsunami hazard mapping with detailed inundation predictions. TRC has surveyed most "modern" tsunamis since 1992.

It is understood that this letter is only an expression of our intent to collaborate should CDBG-NDR funds be awarded.

Sincerely,

Amy Childress

Amy Childress
Professor and Director of the Environmental Engineering Program
Department of Civil and Environmental Engineering



WATER WOES

New desalination technology could answer California's drought woes

Submitted by
Humboldt State

Could desalination be the answer to California's drought? As parts of the state become drier, scientists are looking at ways to turn seawater into drinkable water.

Desalination has made headlines in recent months as a possible solution to the state's water shortage. But in addition to being expensive, its byproduct — salty brine — can harm marine life once it's reintroduced into the ocean.

A team of researchers from Humboldt State University and the University of Southern California is hoping to address those concerns with a new process called Reverse Osmosis-Pressure Retarded Osmosis (RO-PRO).

Andrea Achilli is developing a new desalination system that will turn seawater into drinkable water at the Samoa Pulp Mill.

They recently received

a \$699,000 grant from the California Department of Water Resources to develop a portable, prototype RO-PRO system in Samoa, which could lower the cost of desalination and reduce its impact on the environment.

"The high cost and environmental impact of desalination are major issues preventing it from becoming a reliable, drought-resistant water supply," said Andrea Achilli, an environmental resources engineering professor at Humboldt State, who holds a patent on the technology with researchers from the University of Southern California and Colorado School of Mines. "What our system does is address those problems head-on."

The difference

Desalination plants typically use reverse osmosis, a process that pushes saltwater through a membrane to create purified, drinking water. But in addition to being costly, and energy-

intensive, reverse osmosis can negatively impact the environment.

The portable, prototype RO-PRO system could lower the cost of desalination and reduce its impact on the environment.

What makes Achilli's system so different is that it uses both reverse osmosis and its opposing process, pressure-retarded osmosis. In PRO, freshwater and seawater are combined in a pressurized chamber, creating water pressure that spins a turbine. Instead of spinning a turbine, when combined with RO, that energy can then be directly used to power the entire system.

According to researchers, the process uses 30 percent less energy than traditional desalination methods.

Another benefit of the system is that the highly-concentrated saltwater is eventually diluted back to seawater, reducing environmental harm. "If used

on a large scale, it could have a positive environmental effect and result in significant cost and energy savings," Achilli says.

Samoa site

Once the system is completed, it will be housed and tested at the Samoa Pulp Mill, where water from the Mad River meets the Pacific Ocean. The mill is owned by the Humboldt Bay Harbor District, which is gifting use of its property and electricity for one year. During that time, researchers will test the system and its efficiency to determine whether it's suitable for wider use. After that, they plan to incorporate the technology into existing desalination facilities around the state.

"Eventually, we'd like to see the technology built into new desalination plants in California and elsewhere," Achilli says.

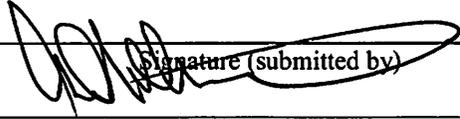
For more information contact Andrea Achilli at andrea.achilli@humboldt.edu or 707-826-3608.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: September 6, 2016

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Brookings Airport Lease Agreement

Financial Impact:

County budget indicates a current annual operating loss of \$25,000.

Background/Discussion:

At its special meeting of August 10, 2016, the Curry County Board of Commissioners directed County Counsel to work with City staff in the development of a long-term lease agreement with an initial term of 20 years whereby the City would assume operation of the Brookings Airport. County Counsel provided a draft agreement and City staff/City Attorney has reviewed and modified the draft. The draft agreement is based largely on the agreement between Del Norte County and the Border Coast Regional Airport Authority whereby BCRAA leases and operates the Del Norte County Regional Airport. Commissioners indicated that their goal was to conclude an agreement by September 31, 2016.

Staff has also explored the possible acquisition of the Airport. The City offered to purchase the Airport in 2012; that proposal was not acceptable to the County. Both the City and the County have learned much about the Airport since that time. Noteworthy is a provision in the original conveyance of the Airport from the State of Oregon to Curry County which provides that should the County no longer wish to own the Airport it would be conveyed back to the State. Mayor Hedenskog and the City Manager met with State Aviation Director Mitch Swecker on August 30. At that time City representatives asked as to whether the State would be willing to accept the Airport back from the County and then reconvey it to the City. Sweiker said that this would be a possibility that required further exploration.

The draft agreement from the County proposed an unspecified initial term with seven options to renew (presumably at five year increments) and also included wording whereby the lease payment could be increased at each renewal. The maximum term was specified at 50 years.

The City's draft agreement is for an initial period of 20 years, with 20-year options that would bring the total length of the agreement to a maximum of 99 years. The amount of lease would be \$1.00 per year for the life of the agreement. The City would be responsible for all costs associated with managing and maintaining the airport, developing new business on the airport property (which includes some 20 acres of land zoned for light industry outside the fence), be responsible for all FAA compliance matters, and would retain all revenue.

Staff is continuing to perform due-diligence concerning the cost of operation and maintenance of the Airport. A copy of the County Budget for the Airport has been reviewed, contact has been

made with the City's insurance carrier, and a facility tour with County maintenance staff is scheduled for September 2. City representatives have met on-site with the State Aviation Director to discuss development potential and possible capital improvement projects, and the availability of State grant funds.

Brookings Airport is located on approximately 90 acres of land. The Airport was originally constructed in 1965 with a 2,543 foot runway, and the runway was extended to 2,900 feet in 1995. Owned for many years by the State of Oregon, the Airport was transferred to Curry County ownership in 2000-01.

The City Manager was contacted by and met with Commissioner Susan Brown and County Roadmaster Doug Robbins on July 7, 2016, to explore possible City involvement in the management of the Airport. There would be certain advantages to City ownership and/or long term lease of the Airport:

- The City has maintenance personnel immediately available. There has been no water service at the Airport for a number of months as a leak in the existing system has gone unresolved and water service was discontinued. The City is in a better position to resolve such occurrences.
- The City has sufficient resources to undertake marketing the Airport as an economic resource.
- The City has significant grant writing and grant writing services available.
- The Airport is located within the City Limits so City services are immediately available, and could be enhanced further as a City facility.

Moreover, City management believes that there is significant economic development potential for Brookings Airport that cannot be realized given the current County fiscal conditions and staffing levels. Efforts need to be focused on securing adequate utility services for the airport and adjacent industrially-zoned lands, securing state and federal grant funding for development planning infrastructure development, securing federal approval for safety enhancement such as all-weather guidance systems, and resolving FAA-related access issues that impair economic development.

Attachment(s):

- a. Draft Lease Agreement
- b. County Airport Budget
- c. Potential Surplus Property exhibit
- d. Access improvement concept
- e. Airport Layout Plan

BROOKINGS AIRPORT MASTER LEASE AGREEMENT

Formatted: Space After: 0 pt

This Master Lease Agreement (referred to as "this Lease") is entered into by and between Curry County, a General Law County, and a Political Subdivision of the State of Oregon as the (referred to as "Lessor") and the City of Brookings, an Oregon Municipal Corporation (referred to as "Lessee").

WHEREAS, Lessor is the owner of certain real property currently being used for a public airport in the County of Curry, State of Oregon, known as the Brookings Airport and more particularly described in Exhibit "A", which is attached hereto and made a part of this Lease (referred to in this lease herein as "the Airport"); and

WHEREAS, [Note: looking for language reciting County's FAA license, deed restriction, recorded document number, etc. regarding authority to operate as airport and limitations, etc.]; and

WHEREAS, pursuant to ORS 271.310, the County is authorized to lease the Airport property to another governmental entity if to do so is in furtherance of the public interest for any period not exceeding 99 years; and

Formatted: Font: Not Italic

WHEREAS, Lessee desires to lease the Airport (together with certain appurtenant rights and easements) from Lessor, subject to existing leases and obligations, for the purpose of developing and operating a public-use airport; and

WHEREAS, Lessee is currently constructing a \$2,936,850 project to provide city water and sewer services to the Airport, which is funded with a \$1,762,110 grant secured by Lessee from the U.S. Economic Development Administration and \$1,174,740 in Lessee's funds; and

WHEREAS, the Airport is located within the corporate limits of the Lessee, which provides municipal services including police, fire, water and sewer to the Airport; and

WHEREAS, the Airport is under the local land use jurisdiction of the Lessee.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. LEASE OF AIRPORT AND TERM OF LEASE

1.1 Agreement to Lease. For and in consideration of the rents to be paid and _____ covenants to be performed by Lessee under this Lease, ~~County~~ (Lessor) agrees _____ to lease the Airport to ~~City of Brookings~~ (Lessee), and Lessee agrees to lease _____ the Airport from Lessor, on the terms and conditions set forth in this Lease. _____ The "Airport" includes the real pproperty, including all structures, fixtures and _____ improvements upon the real pproperty, plus any appurtenances and easements _____ described in Exhibit "A" of this Lease.

Formatted: Indent: Left: 0", Hanging: 0.5"

1.2 Initial Term of Lease. The initial term of this Lease is _____ twenty (20) years _____ commencing on _____, 2016 and expiring on _____, 2036.

1.3 Option to Extend Term. Upon the natural expiration of the term of this Lease as _____ specified in Section 1.2, Lessee will have the option to extend the term of ~~theis~~ Lease for an additional period of _____ twenty (____ 20) years as long as Lessee is not in default _____ under this Lease and all conditions to the exercise of the option are either _____ satisfied or waived in writing by Lessor. Lessee may exercise the option only in _____ accordance with this section. The option may be exercised by delivering written _____ notice from Lessee to Lessor no later than one hundred eight (180) days prior to _____ the expiration of the term or of the ~~then-current~~ extension. The ~~Exercise n~~Notice _____ must affirmatively state that the Lessee exercises the option without condition or _____ qualification. Failure to give notice of exercising the option will result in _____ relinquishing further rights under this ~~lease~~ Lease to any future option.

Formatted: No underline
Formatted: No underline
Formatted: No underline
Formatted: No underline

1.4 Additional Options to Extend Term. Upon the natural expiration of the extended _____ term of ~~thise~~ Lease, if any, Lessee will have the option to extend the term of ~~the-this~~ Lease ~~seven-two~~ (2) more times for additional periods of _____ _____ twenty (20____) years each, ~~ee~~commencing _____ on the expiration of the extended term. ~~If each of these extension options is exercised, then Lessee shall have one more option to extend the term for an additional nineteen (19) years, for a total maximum term of 99 years.~~ The terms and conditions set forth in _____ Section 1.3 also apply to the exercise of these additional options. ~~The maximum _____ total term of this Lease if all extensions are exercised is fifty (50) years.~~

Formatted: No underline
Formatted: No underline
Formatted: No underline

ARTICLE 2. RENT

2.1 _____ Lessee shall pay to Lessor without abatement, deduction, diminution, offset, or _____ reduction the following sums during the term of this lease.

Formatted: Font: Not Bold

~~2.1~~ ~~——~~Rent. Lessee shall pay to Lessor without abatement, deduction, diminution, offset, or reduction the following sums during the term of this Lease ~~aAs r~~Rent. Lessee must pay to Lessor the sum of \$1.00 per year, payable in ~~——~~ advance for each calendar year, commencing with 2016. Receipt by Lessor of the 2016 ~~rent~~ ~~by Lessor~~ is hereby acknowledged.

Formatted: Normal, Indent: Left: 0", Hanging: 0.5", No bullets or numbering

~~2.2~~ ~~——~~Rent to be Re-determined if Lessee Chooses Extension of Term.

Immediately following a timely exercise by the Lessee of any option to extend this Lease as ~~——~~ provided in Paragraphs 1.3 and 1.4, Lessor and Lessee shall meet in good faith ~~to agree upon a fair and reasonable adjusted Rent for the Airport. These~~ discussions must take into account: (i) the financial conditions of the parties, (ii) ~~——~~ the Lessee's ability to finance its operations and the then-current ACIP, (iii) the ~~——~~ desirability for Lessee to build and maintain a prudent schedule of reserves, (iv) ~~——~~ the financial and other contributions and commitments of the Lessee's member ~~——~~ entities, including Lessor, (v) the constraints on the use of Airport assets imposed ~~——~~ by federal and other funding sources, and (vi) the adjustment of the Rent during ~~——~~ the extension period due to past and projected changes in cost of doing ~~——~~ business. If, after substantial good-faith efforts to reach agreement, the parties ~~——~~ agree that their efforts have proven to be unsuccessful, the parties shall submit ~~the sole issue of the amount of Rent to binding, final, and conclusive "baseball~~ ~~——~~ arbitration". Baseball arbitration is defined for purposes of their Lease to be a ~~——~~ methodology in which the arbitrator must select either Lessor's rent proposal or ~~the Lessee's rent proposal, whichever is determined by the arbitrator to be the~~ most fair and reasonable adjusted Rent for the five-year extended rental period ~~of the lease. The Lessor and Lessee will agree on a single arbitrator. If the~~ parties cannot agree within seven (7) calendar days, an arbitrator will be ~~——~~ randomly selected from a list of approved arbitrators. All arbitrators on the ~~——~~ approved list must be qualified real-estate appraisers and licensed to practice in ~~——~~ the State of Oregon. ~~The party whose rent proposal was not selected by the~~ arbitrator shall pay all costs of the arbitration unless the arbitrator allocates the ~~——~~ costs in a different manner. Prior to the commencement of the arbitration, the ~~——~~ parties shall each deposit the arbitrator's full estimated cost of the arbitration with ~~——~~ the arbitrator. The arbitrator shall be entitled to his actual fees and expenses and in furtherance of his award of costs may keep, refund, or transfer all or part of the ~~——~~ fees deposited with him or her. The arbitrator shall be entitled to a reasonable ~~——~~ fee for the arbitration proceeding in accordance with industry standards and the ~~——~~ level of licensing certification and experience of the appraiser.

~~2.3~~—2.2. *Time and Place for Payment of Rent.* Rent for 2016 is due upon execution of this Lease and thereafter Rent is due on the 10th day of January of each year and is payable at the location and in the manner set forth for notices in Section 9.2.

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, No bullets or numbering

Formatted: No underline

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal

Formatted: Normal, Indent: Left: 0"

ARTICLE 3. USE OF AIRPORT

3.1 Permitted Use. [Question: add language Per Existing FAA license, Per deed restriction, etc.?] Lessee must use the Airport solely for the purpose of operating a ~~—~~public-use airport including, but not limited to, aviation-related, commercial, ~~—~~recreational, business, and medical uses. Lessee is authorized to conduct all ~~—~~business necessary for those operations including, but not limited to, FAA ~~—~~approved planning, compliance, and development projects listed in the Airport ~~—~~Capital Improvement Program (ACIP) and entering into subleases with new and ~~—~~existing tenants. All uses and operations must be conducted for the benefit of ~~—~~the public on reasonable conditions and without unjust discrimination, consistent ~~—~~with the terms of the original grant of the Brookings ~~—~~Airport _____
and _____
_____ grant
funding ~~—~~from the Federal Aviation Administration. Lessee will be the sponsor for purposes ~~—~~of AIP funding.

3.2 Compliance with Laws. At Lessee's own expense, Lessee must comply with all applicable statutes, ordinances, regulations, and requirements of governmental entities, both federal and state, including those requiring capital improvements to the Airport or improvements and those relating to any use and occupancy of the Airport, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Airport or any portion of the Airport, Lessee must procure and maintain that authorization throughout the term of this Lease. The judgement of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any governmental entity, that Lessee has violated any applicable statute, ordinance, regulation, or requirement of a governmental entity is conclusive as between Lessor and Lessee and constitutes grounds for termination of this Lease by Lessor, at Lessor's option.

3.3 Prohibited Uses. Lessee must not use or permit the Airport or any portion of the Airport to be improved, developed, used, or occupied in any manner or for any purpose that is in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. And Lessee must not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Airport.

ARTICLE 4. CONSTRUCTION BY LESSEE

4.1 Lessee to Construct. Lessee ~~has Lessee~~will to enter into all necessary contracts ~~—~~for the construction of improvements to the Airport, including but not limited to, all FAA approved projects listed in the ACIP.

Formatted: Indent: Left: 0", Hanging: 0.5"

4.2 Ownership of Improvements. Title to all improvements to be constructed on the Airport by Lessee will be in the ~~—~~name of the Lessee until expiration of the term or earlier termination of this Lease. ~~—~~At the expiration of the term or the earlier termination of this Lease, all ~~—~~improvements, will automatically and without ~~—~~any further act of the Lessee or any third party become Lessor's property. ~~—~~Lessee must transfer and surrender the improvements to Lessor at the expiration ~~—~~of the term or earlier termination of this Lease, free and clear of all liens and ~~—~~encumbrances, other than those, if any, permitted under this Lease or otherwise ~~—~~created or consented to by Lessor. Lessee agrees to execute, acknowledge, and deliver to Lessor any instrument requested by Lessor as necessary in Lessor's opinion to perfect Lessor's right, title, and interest to the improvements ~~—~~and to the Airport.

Formatted: Indent: Left: 0", Hanging: 0.5"

ARTICLE 5. MAINTENANCE, REPAIRS, AND SURRENDER

5.1 Maintenance by Lessee. At all times during the term of this Lease, Lessee must, at Lessee's own cost and expense, keep and maintain the Airport, all ~~—~~improvements, and all appurtenances now or hereafter on the Airport in good order and repair, and in a safe and clean condition.

5.2 Requirements of Governmental Agencies. At all times during the term of this Lease, Lessee, at Lessee's own cost and expense, must do all of the following:

- a. Make all alterations, additions, or repairs to the Airport or the improvements on the Airport required by any valid law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity;
- b. Observe and comply with all valid laws, ordinances, statutes, orders, and regulations now or hereafter made or issued respecting the Airport or the improvements on the Airport by any federal, state, county, local, or other governmental agency or entity;

- c. Should the Lessee believe it to be advisable, contest by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of Lessee, or in the names of Lessee and Lessor when appropriate or required, the validity or applicability to the Airport of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local, or other governmental agency or entity. Any contest or proceeding, although maintained in the names of Lessee and Lessor, must be without cost to Lessor, and Lessee must protect the Airport and Lessor from Lessee's failure to observe or comply during the contest with the contested law, ordinance, statute, order, or regulation; and
- d. Indemnify and hold Lessor and the property of Lessor, including the Airport, free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Lessee's failure to comply with and perform the requirements of this section.

Formatted: Not Highlight

5.3 Lessee's Duty to Restore Airport. If at any time during this Lease's term, any improvements now or hereafter on the Airport are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of Lessor, this Lease will continue in full force and effect, and Lessee, at Lessee's own cost and expense (including any insurance or disaster assistance payable to the Lessee), must repair and restore the damaged improvements.

Formatted: No underline

5.4 Application of Insurance Proceeds. Any and all fire or other insurance proceeds, or the proceeds of any state or federal disaster assistance, that become payable at any time during the term of this Lease because of damage to or destruction of any improvements on the Airport must be paid to Lessee and applied by Lessee toward the cost of repairing and restoring the damaged or destroyed airport improvements. Lessor must cooperate with Lessee in applying for disaster assistance that may reasonably be thought to be available for the repair or restoration of damaged airport-Airport improvements, including acting as applicant where necessary or desirable.

5.5 Surrender of Airport. On expiration or earlier termination of this Lease, Lessee must surrender the Airport and all improvements in or on the Airport to Lessor in as good, safe, and clean condition as is practicable. Additionally, Lessee must transfer to Lessor all operational and capital accounts, and all accounts receivable, subleases, permits, and entitlements related to the Airport. Lessee

agrees to take all steps and execute any documents necessary or convenient to implement the terms of this paragraph.

ARTICLE 6. INDEMNITY AND INSURANCE

6.1 Indemnity Agreement. Lessee must indemnify, defend, and hold harmless the Lessee and its officers, employees, and agents, ("Lessee indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgements or damages, including reasonable attorneys' fees and cost of litigation ("Celaims") arising out of the Lessee's performance of its obligations under this Lease or resulting from Lessee's operations on or use of the Airport, including the performance or operation or use by Lessee's officers, employees, agents, invitees, consultants, or contractors, and extending to all Celaims arising from the Lessor's active or passive negligence but excepting Celaims arising from the Lessee's-Lessor's sole negligence or willful misconduct. In the event Lessor indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's performance of this Lease or operation or use of the Airport, Lessee must provide a defense to the Lessor indemnitees or at Lessor's option Lessee must reimburse Lessor indemnitees their cost of defense, including reasonable attorneys' fees incurred in the defense of those Celaims.

6.2 Liability Insurance. Lessee must, at Lessee's own cost and expense, procure and maintain during the entire term of this Lease a broad form comprehensive _____ coverage policy of public liability insurance issued by an insurance company licensed by the State of Oregon insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Airport under this Lease in amounts not less than the following:

- a. \$ _____ for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$ _____ for injury to or death of two or more persons as a result of any one accident or incident; and
- b. \$ _____ for damage to or destruction of any property.
Lessor must be named as an additional named insured.

6.3 Fire and Casualty Insurance. Lessee must, at Lessee's own cost and expense, at all times during the term of this Lease, keep all improvements on the Airport insured for their full replacement value [or for _____ (number) percent of their full replacement value] by insurance companies authorized to do

business in the State of Oregon against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the county where the Airport is located.

- 6.4 Specific Perils to be Insured. The insurance required by Section 6.3 of this Lease must, whether or not included in the standard extended coverage endorsement referred to in Section 6.3, insure all improvements on the Airport against loss or destruction by windstorm, earthquake, hail, explosion, riot, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage.
- 6.5 Deposit of Insurance with Lessee. Lessee must, within ten (10) days after the execution of this Lease and promptly thereafter when any policy is replaced, rewritten, or renewed, deliver to Lessor a true and correct copy of each insurance policy required by this Article of this Lease or a certificate executed by the insurance company or companies or their authorized agent evidencing that policy or policies.
- 6.6 Notice of Cancellation of Insurance. Each insurance policy required under this Article must contain a provision that it cannot be cancelled for any reason unless at least thirty (30) days' prior written notice of the cancellation is given to Lessor in the manner required by this Lease for service of notices on Lessor by Lessee.

ARTICLE 7. ASSIGNMENT AND SUBLEASING

- 7.1 Assignment of Current Leases to Lessee. Lessor assigns to Lessee all its right, ~~title and interest in and to all current leases current~~ existing between Lessor and tenants when this Lease takes effect. Lessee has all of the rights and remedies of Lessor as landlord under those leases. All current leases are listed in Exhibit "B."
- 7.2 Lessee's Right to Sublease. Lessee has the right to sublease a portion of the Airport from time to time. At all times during the term of this Lease, Lessee may exercise this right without Lessor's further consent if the following conditions are met:
- a. Any and all subleases must be expressly made subject to all of the terms, covenants, and conditions of this Lease; and
 - b. Any sub-lessee must be required to attorn to Lessor ~~in the event of Lessee's default or~~ upon the natural expiration or earlier termination of this Lease.

Formatted: Indent: Left: 0", Hanging: 0.5"

Formatted: Indent: Left: 0.5", Hanging: 0.5"

7.3 Lessee May Not Assign Lease. Lessee may not assign this Lease to another party without the advance written consent of Lessor. Any attempt to do so without consent is grounds for termination of the this Lease by Lessor.

Formatted: Indent: Left: 0", Hanging: 0.5"

ARTICLE 8. TERMINATION, DEFAULT, AND REMEDIES

8.1 Termination by Lessor. Lessor will have the right to terminate this Lease by giving Lessee thirty (30) days written notice upon the happening of any of the following stated events:

- a. Lessee breaches or fails to perform any covenant, condition, or agreement contained in this Lease and the breach has not been cured within thirty (30) days following written notice of default served on Lessee by Lessor;
- b. Lessee is voluntarily or involuntarily dissolved or otherwise ceases to exist;
- c. Lessee is found to be in violation of a statute, ordinance, regulation or requirement by the judgement of a court of competent jurisdiction and does not within a commercially reasonable time remedy or correct the violation;
- d. Lessee attempts to assign this Lease to another entity or person without consent of Lessor;
- e. The Airport ceases to be used as a public-use Airport;
- f. Either the Lessee or the Airport becomes for any reason ineligible for federal airport funds; or
- g. Lessee becomes insolvent.

Formatted: Indent: Left: 0.5", Hanging: 0.5"

8.2 Termination by Lessee. Lessee has the right to terminate this Lease by giving Lessor thirty (30) days written notice upon the happening of any of the following stated events:

- a. Lessee is voluntarily or involuntarily dissolved or otherwise ceases to exist;

~~dissolved, whether by operation of law or in accordance with the terms of its joint powers agreement, or otherwise cannot continue as a separate public entity;~~

Formatted: Indent: Left: 0.5", Hanging: 0.5"

~~b. Lessor for any reason does not keep the funding commitment specified in the then-current joint powers agreement of the Lessee.~~

~~Either the Lessee or the Airport becomes for any reason ineligible for federal airport funds; or~~

Formatted: Indent: Left: 0.5", Hanging: 0.5"

c. Lessee becomes insolvent.

8.3 Cumulative Remedies. The remedies given to Lessor in this ~~A~~article are not exclusive but are cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this ~~L~~lease.

8.4 Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this ~~L~~lease will not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or a different provision of this ~~L~~lease.

~~8.5 No Recourse Against Lessee Participants. Notwithstanding any provision in the laws of Oregon, Lessor agrees that any debts, liabilities or obligations of the Lessee as set forth in this lease will not be the debts, liabilities or obligations of the members or participants in the Lessee.~~

ARTICLE 9. OTHER PROVISIONS

9.1 Utilities. ~~—~~Lessee must pay all charges incurred for the furnishing of gas, ~~—~~electricity, water, telephone service, garbage or refuse service, and other public utilities to the Airport during the term of this ~~L~~lease. All payments must be made directly to the service provider before their delinquency.

9.2 Notices to Lessor. Except as otherwise expressly provided by law, any and all ~~—~~notices or other communications required or permitted by this ~~L~~lease or by law to be served on or given to Lessor by Lessee must be in writing and will be deemed ~~—~~duly served and given when personally delivered to **any member of** the Curry County Board of Commissioners or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid and sent by express mail that allows for ~~—~~tracking, addressed to the Curry County Board of Commissioners, 94235 Moore Street, Suite 121, Gold Beach, Oregon 97444. Lessor may **exchange** its address for the purpose of this section by giving written notice of that change to Lessee in ~~—~~the manner provided in Section 9.3 of this ~~L~~lease.

Formatted: Indent: Left: 0", Hanging: 0.5"

9.3 Notices to Lessee. Except as otherwise expressly provided by law, any and all _____ notices or other communications required or permitted by this Lease or by law to be served on or given to Lessee by Lessor must be in writing and will be deemed _____ duly served and given when personally delivered to the Lessee's ~~Airport Director~~City Manager, _____ or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and sent by express mail that allows for tracking, _____ addressed to Lessee's ~~Airport Director~~City Manager at City Hall, 898 Elk Drive, _____, _____ Brookings, Oregon 97415. Lessee may change its address for the purpose of this section by giving written notice of that change to Lessor in the manner _____ provided in Section 9.2 of this Lease.

Formatted: No underline

9.4 Attorneys' Fees. Should any litigation be commenced between the parties to this Lease concerning the Airport, this Lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation will be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorneys' fees in that litigation.

9.5 Governing Law. This Lease and all matters relating to this Lease are governed by _____ the laws of the State of Oregon.

Formatted: Indent: Left: 0", Hanging: 0.5"

9.6 Severability. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease will remain in full force and effect unimpaired by the holding.

9.7 Review. In order to assure the satisfaction of each of them with respect to the functionality and completeness of this Lease, the parties will meet and confer every three months during the first year of the Lease term. In connection with such periodic review, and by giving thirty (30) days advance notice, either party may reopen the terms of Article 5 through 9 of ~~the~~this Lease for adjustment and further negotiation.

EXECUTED on _____ in Curry County, Oregon.

LESSOR – Curry County

LESSEE – City of Brookings

By: Board of Curry County ~~Commissioners:~~

By:

Commissioners

Mayor Ron Hedenskog

Formatted: Space After: 0 pt

Formatted: Underline

Formatted: Underline

Thomas Huxley, Chair

ATTEST:

Susan Brown, Vice Chair

City Recorder Teri Davis

Formatted: Underline

David Brock Smith, Commissioner

Formatted: Underline

[ACKNOWLEDGEMENTS ON NEXT PAGE]

Formatted: Centered, Space After: 0 pt

Formatted: Centered

Formatted: Font: (Default) Arial, 12 pt

Formatted: Normal, Centered, Indent: Left: 0"

Formatted: Normal, Centered

Formatted: Font: (Default) +Body, 11 pt

CURRY COUNTY, OREGON
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE (MONTH) ENDING JUNE 30, 2016

BROOKINGS AIRPORT FUND - 1.30

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	BALANCE	PCNT
<u>BROOKINGS AIRPORT</u>					
<u>REVENUE</u>					
1.30-419.98-341.90-000-00	149.57	1,521.77	1,500.00	(21.77)	101.5
1.30-419.98-341.91-000-00	33.00	422.00	400.00	(22.00)	105.5
1.30-419.98-341.95-000-00	.00	1,204.10	500.00	(704.10)	240.8
1.30-419.98-362.10-000-00	491.88	25,797.07	19,000.00	(6,797.07)	135.8
1.30-419.98-380.00-000-00	.00	2,849.95	300.00	(2,549.95)	950.0
1.30-419.98-391.99-000-00	130.86	262.25	.00	(262.25)	.0
1.30-419.98-399.01-000-00	.00	8,305.46	7,752.00	(553.46)	107.1
TOTAL BROOKINGS AIRPORT REVENUE	805.31	40,362.60	29,452.00	(10,910.60)	137.1
<u>EXPENDITURES</u>					
1.30-419.98-490.00-330-00	.00	.00	196.00	196.00	.0
1.30-419.98-490.00-411-00	18.68	1,409.48	500.00	(909.48)	281.9
1.30-419.98-490.00-421-00	259.10	1,157.60	650.00	(507.60)	178.1
1.30-419.98-490.00-431-00	.00	52.00	615.00	563.00	8.5
1.30-419.98-490.00-431-10	.00	7,306.41	1,163.00	(6,143.41)	628.2
1.30-419.98-490.00-431-11	.00	.00	5,000.00	5,000.00	.0
1.30-419.98-490.00-431-20	.00	252.00	1,274.00	1,022.00	19.8
1.30-419.98-490.00-521-00	.00	3,196.00	3,248.00	52.00	98.4
1.30-419.98-490.00-524-00	.00	1,441.29	1,200.00	(241.29)	120.1
1.30-419.98-490.00-542-00	.00	.00	100.00	100.00	.0
1.30-419.98-490.00-581-00	.00	650.92	.00	(650.92)	.0
1.30-419.98-490.00-615-00	.00	326.71	3,020.00	2,693.29	10.8
1.30-419.98-490.00-622-00	248.78	3,448.90	3,500.00	51.10	98.5
1.30-419.98-490.00-820-00	.00	3,133.00	3,133.00	.00	100.0
1.30-419.98-490.00-822-00	.00	854.00	854.00	.00	100.0
1.30-419.98-490.00-826-00	.00	1,000.00	1,000.00	.00	100.0
1.30-419.98-490.00-828-00	.00	2,166.00	2,166.00	.00	100.0
1.30-419.98-490.00-830-00	.00	1,833.00	1,833.00	.00	100.0
TOTAL MATERIALS & SERVICES EXPENDITURES	526.56	28,227.31	29,452.00	1,224.69	95.8
TOTAL BROOKINGS AIRPORT EXPENDITURES	526.56	28,227.31	29,452.00	1,224.69	95.8
NET BROOKINGS AIRPORT	278.75	12,135.29	.00	(12,135.29)	.0
FUND NET REVENUE OVER EXPENDITURES	278.75	25,120.94	.00	(25,120.94)	.0

CURRY COUNTY, OREGON
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE (MONTH) ENDING JUNE 30, 2016

BROOKINGS AIRPORT FUND - 1.30

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	BALANCE	PCNT
<u>BROOKINGS AIRPORT - GRANTS</u>					
<u>REVENUE</u>					
1.30-419.88-331.00-001-15	FAA AIP 3-41-0008-15 PH2 WILD	.00	675,820.29	775,413.00	99,592.71 87.2
1.30-419.88-391.12-000-00	TRAN IN - 1.10 GENERAL FUND	.00	16,082.00	16,082.00	.00 100.0
TOTAL BROOKINGS AIRPORT - GRANTS REVENU		.00	691,902.29	791,495.00	99,592.71 87.4
<u>EXPENDITURES</u>					
1.30-419.88-490.00-330-00	PRO SVCS - GENERAL	.00	11.55	.00 (11.55)	.0
1.30-419.88-490.00-615-00	OTHER MATERIALS & SERVICES	.00	84.80	2,500.00	2,415.20 3.4
TOTAL MATERIALS & SERVICES EXPENDITURES		.00	96.35	2,500.00	2,403.65 3.9
1.30-419.88-490.00-726-02	CAP - FAA AIP 3-41-0008-15 PH2	.00	678,820.29	788,995.00	110,174.71 86.0
TOTAL CAPITAL OUTLAY EXPENDITURES		.00	678,820.29	788,995.00	110,174.71 86.0
TOTAL BROOKINGS AIRPORT - GRANTS EXPENDI		.00	678,916.64	791,495.00	112,578.36 85.8
NET BROOKINGS AIRPORT - GRANTS		.00	12,985.65	.00 (12,985.65)	.0

CURRY COUNTY, OREGON
 BALANCE SHEET
 JUNE 30, 2016

BROOKINGS AIRPORT FUND - 1.30

<u>ASSETS</u>			
1.30-000.00-101.00-000-00	CASH - CASH IN BANK	24,246.49	
1.30-000.00-115.00-000-00	ACCOUNTS RECEIVABLE	1,004.00	
	TOTAL ASSETS		25,250.49
<u>LIABILITIES AND FUND BALANCE</u>			
<u>LIABILITIES</u>			
1.30-000.00-202.00-000-00	ACCOUNTS PAYABLE	129.55	
	TOTAL LIABILITIES		129.55
<u>FUND BALANCE</u>			
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	25,120.94	
	BALANCE - CURRENT DATE		25,120.94
	TOTAL FUND BALANCE		25,120.94
	TOTAL LIABILITIES AND FUND BALANCE		25,250.49

Brookings Airport



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



Projections: NAD83 ORSouth;
Brookings GIS jt. 8/26/2016

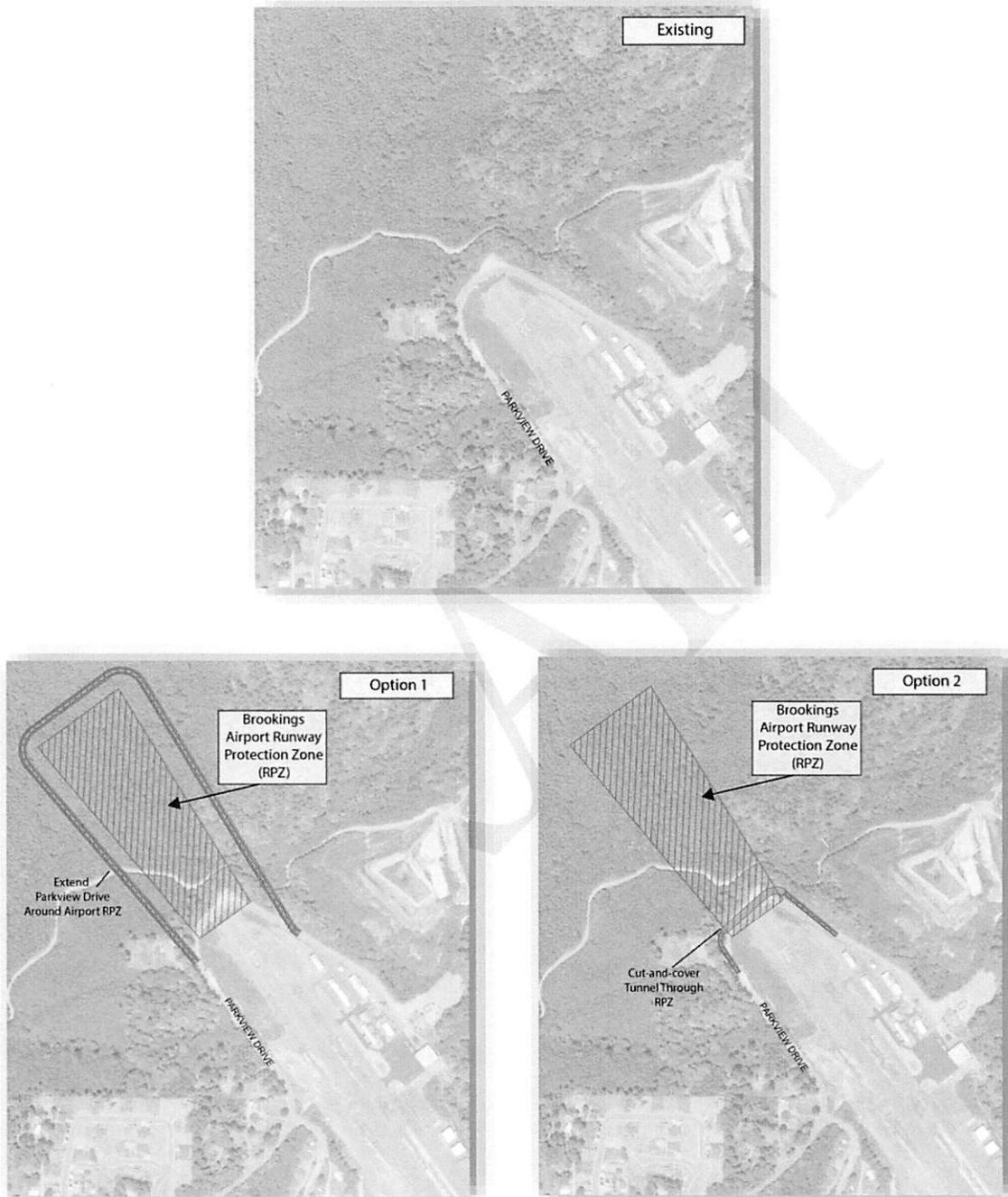


-- Potential Surplus Property --

PROJECT M-13: PARKVIEW DRIVE NEAR BROOKINGS AIRPORT

Characteristics	Needs
<ul style="list-style-type: none"> • Milepost: Not applicable • Road classification: Major Collector/Local Road • Ownership: Curry County • Speed limit: 25 mph • Number of lanes: 2 • Traffic control: Unsignalized • Peak hour volume: Not available • Intersection operations: Not available • Crashes per year: Not available 	<ul style="list-style-type: none"> • Safety/Access: The only existing access to the industrial-zoned area northeast of Brookings Airport is via Parkview Drive, which curves around the northwest end of the airport. Parkview Drive is located within the airport's runway protection zone (RPZ), which is an area off the end of the runway end that serves to enhance the protection of people and property on the ground in the event an aircraft lands or crashes beyond the runway end. • The Federal Aviation Administration will not allow access to the industrial area via Parkview Drive, because it would increase public use within the RPZ and hence risk of collision with aircraft.
Improvement Option 1: Extend Parkview Drive around airport RPZ.	
Description:	Benefits:
<ul style="list-style-type: none"> • Extend Parkview Drive to the northwest, to align it outside the northern RPZ of Brookings Airport. 	<ul style="list-style-type: none"> • Provides the public with safe access to the industrial area northeast of Brookings Airport.
Preliminary Cost Estimate:	Key Considerations/Notes:
\$12,240,000 - \$16,560,000	<ul style="list-style-type: none"> • Zoning restrictions in land zoned for forest and grazing (F/G) would require that the City obtain a zoning exception, assuming that the new road extension can't meet Oregon Administrative Rules (OAR) 660-012-0065(3)(g) and (5). • There would be right-of-way costs associated with constructing a new roadway. • There would be engineering and environmental challenges with constructing a road over Harris Creek. • Roadway construction should be coordinated with Brookings Airport to avoid conflicts with the RPZs and airport operations.
Improvement Option 2: Build new cut-and-cover tunnel	
Description:	Benefits:
<ul style="list-style-type: none"> • Rebuild Parkview Drive as a cut-and-cover tunnel to avoid the RPZ of Brookings Airport. Potential routing options include but are not limited to: <ul style="list-style-type: none"> ○ Rebuild Parkview Drive in its existing location at the northwest end of Brookings Airport in cut-and-cover tunnel to avoid the airport's RPZ. 	<ul style="list-style-type: none"> • Provides the public with safe access to the industrial area northeast of Brookings Airport.
Preliminary Cost Estimate:	Key Considerations/Notes:
\$2,130,000 - \$2,880,000	<ul style="list-style-type: none"> • This option would not go through F/G-zoned land and would avoid engineering challenges and costs associated with building over creeks. • There would be some right-of-way costs associated with constructing a new roadway. • Roadway construction should be coordinated with Brookings Airport to avoid conflicts with the RPZs and airport operations.

Intersection Configuration



Evaluation Criteria Matrix

M-13: PARKVIEW DRIVE NEAR BROOKINGS AIRPORT		
Evaluation Criteria	Does the Option Meet Evaluation Criteria? (Scale: 3 = Fully, 2 = Partially, 1 = Not at all)	
	Option 1	Option 2
1: Connectivity		
2: Spot Improvement		
3: Funding Likelihood		
4: Safety		
5: Land Use		
6: Cost		
7: Environmental Impact		
8: Impact to Title VI and Environmental Justice Populations		
9: Economic Development		

Recommendation

Option 2 using a rebuilt Parkview Drive in a cut-and-cover tunnel in its existing alignment scored higher than an extended alignment under Option 1. The cut-and-cover tunnel would be substantially cheaper, and have substantially fewer environmental and regulatory challenges than the Parkview Drive extension identified in Option 1.

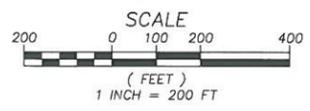
CURRY COUNTY
BROOKINGS AIRPORT
AIRPORT LAYOUT PLAN

PROJECT NO. 34285
DRAWING FILE NAME: 30295-bkgS-1p01
SCALE: 1"=200'

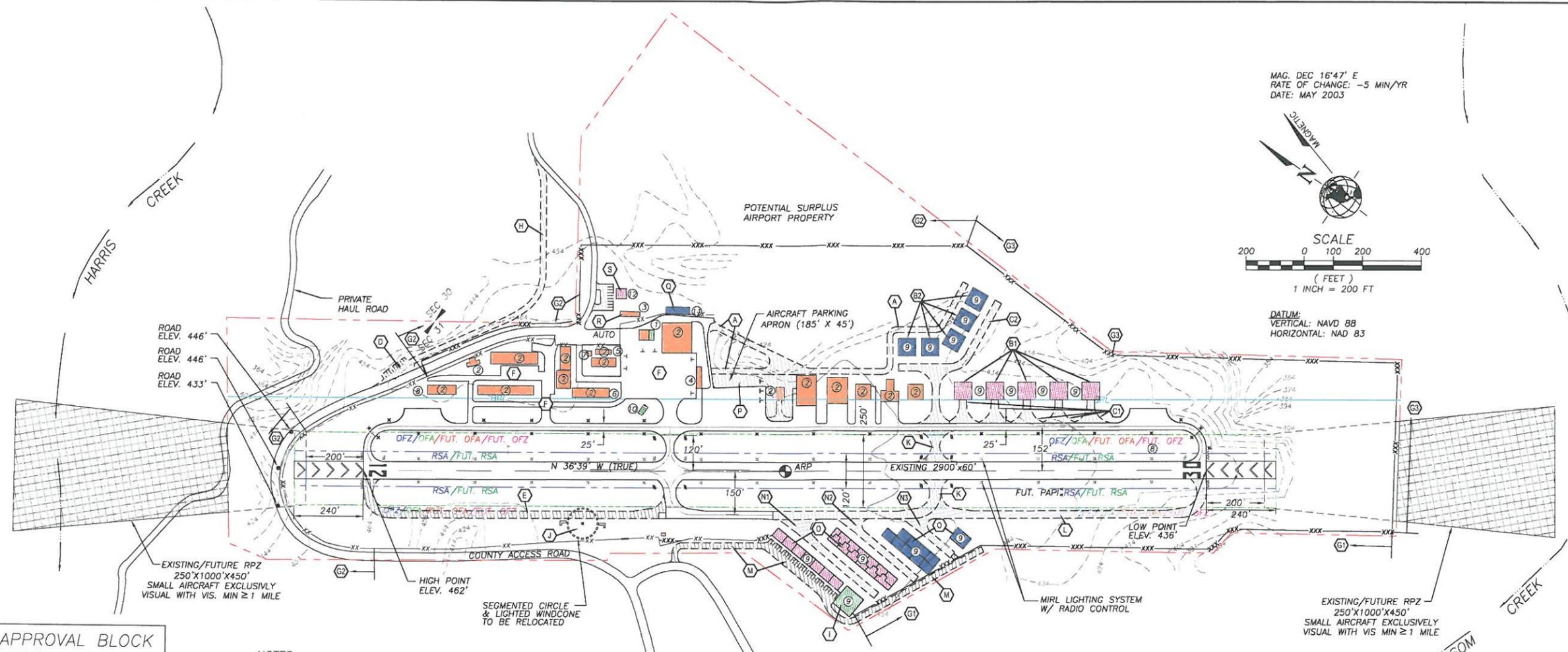


DESIGNED BY: LAM	CHECKED BY: REA
DRAWN BY: CMB	APPROVED BY:
LAST EDIT: 04/29/04	PLOT DATE: 04/08/09
DATE BY: [REVIEW]	REVISION: [OK/DIAPPL]

MAG. DEC 16'47" E
RATE OF CHANGE: -5 MIN/YR
DATE: MAY 2003



DATUM:
VERTICAL: NAVD 88
HORIZONTAL: NAD 83



APPROVAL BLOCK

AIRPORT SPONSOR:

Signature _____
Title _____ Date _____

FEDERAL AVIATION ADMINISTRATION:

Signature _____
Title _____ Date _____

Approval letter dated _____

- NOTES:
- ELEVATIONS AND TOPOGRAPHIC DATA ARE TAKEN FROM 1980 LAYOUT PLAN AND ORIGINAL CONSTRUCTION DRAWINGS, THEN MODIFIED TO NAVD 88 DATUM.
 - PROPERTY LINE AND EASEMENTS ARE AS SHOWN ON EXHIBIT "A", REVISED 1-9-90.
 - NO OFZ OBJECT PENETRATIONS.
 - THE BUILDING RESTRICTION LINE REPRESENTS THE MINIMUM OFFSET FROM RUNWAY CENTERLINE TO FACE OF BUILDING FOR A 17 FOOT TALL BUILDING TO CLEAR THE PART 77 7:1 TRANSITIONAL SURFACE.

BUILDINGS/FACILITIES	EXISTING	FUTURE	REMOVE
TERMINAL/ADMIN. BUILDING	①		
PRIVATE HANGAR	②	⑨	
HOUSE TRAILER			③
FUEL	④		
ROTATING BEACON	⑤		
WIND CONE	⑥		
LIGHTING SYSTEM BUILDING	⑦		
SUPPLEMENTAL WIND CONE	⑧		
AWOS	⑩		
MAINTENANCE BUILDING		⑪	
CIVIL AIR PATROL BUILDING		⑫	

AIRPORT DATA	EXISTING	FUTURE
AIRPORT ELEVATION (NAVD 88)	462'	SAME
AIRPORT REFERENCE POINT (ARP)	N 42° 04' 28.4" W 124° 17' 24.338"	SAME
MEAN DAILY MAXIMUM TEMPERATURE	65.7°F	SAME
AIRPORT REFERENCE CODE	B-1 (SMALL)	SAME
NPIAS ROLE	GA	SAME
TAXIWAY LIGHTING	REFLECTORS	MITL
TAXIWAY MARKINGS	CENTERLINE	SAME

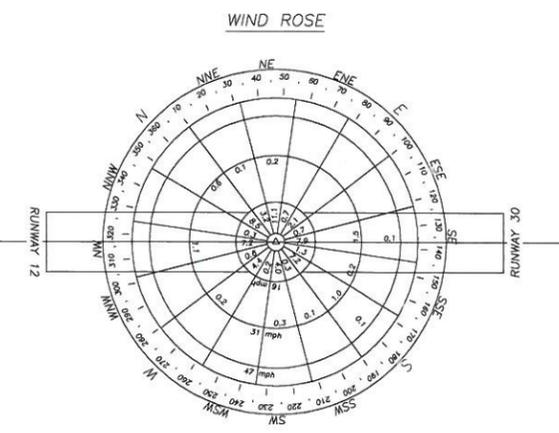
RUNWAY DATA	R/W 12		R/W 30	
	EXISTING	FUTURE	EXISTING	FUTURE
ARC	B-1 (SMALL)	SAME	B-1 (SMALL)	SAME
CRITICAL AIRCRAFT	CESSNA 340	CESSNA 402	CESSNA 340	CESSNA 402
RUNWAY DIMENSIONS (L/W)	2900' x 60'	SAME	2900' x 60'	SAME
PAVEMENT TYPE	ASPHALT CONCRETE	SAME	ASPHALT CONCRETE	SAME
PAVEMENT DESIGN STRENGTH	S-12,500LBS	SAME	S-12,500LBS	SAME
RUNWAY LIGHTING	MIRL	SAME	MIRL	SAME
RUNWAY MARKING	BASIC	SAME	BASIC	SAME
EFFECTIVE GRADIENT (%)	.897	SAME	.897	SAME
VISUAL APPROACH AIDS	PAPI-2	SAME	NONE	PAPI-2, GPS
INSTRUMENTAL APPROACH AIDS	NONE	SAME	NONE	SAME
RSA DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)	120'/240'	SAME	120'/240'	SAME
OFA DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)	250'/240'	SAME	250'/240'	SAME
OFZ DIMENSIONS (WIDTH/LENGTH FROM RUNWAY END)	250'/200'	SAME	250'/200'	SAME
RUNWAY END COORDINATES NAD 83	N 42° 04' 37.74" W 124° 17' 34.95"	SAME	N 42° 04' 16.98" W 124° 17' 14.39"	SAME
APPROACH SLOPES FAR PART 77	20:1	SAME	20:1	SAME
APPROACH SLOPES ACTUAL	24:1	SAME	29:1	SAME
THRESHOLD DISPLACEMENT	NONE	SAME	NONE	SAME
THRESHOLD RELOCATION	240'	SAME	240'	SAME
DECLARED DISTANCES				
TORA	2900'	SAME	2900'	SAME
TODA	2900'	SAME	2900'	SAME
ASDA	2900'	SAME	2900'	SAME
LDA	2900'	SAME	2900'	SAME

LEGEND	EXISTING	FUTURE
AIRFIELD PAVEMENT	---	---
ROADWAY PAVEMENT	---	---
PAVEMENT CONSTRUCTION STAGE 1	---	---
PAVEMENT CONSTRUCTION STAGE 2	---	---
PAVEMENT CONSTRUCTION STAGE 3	---	---
TAXIWAY HOLDLINE	---	---
PAVEMENT REMOVED	---	---
BUILDINGS	---	---
BUILDING CONSTRUCTION STAGE 1	---	---
BUILDING CONSTRUCTION STAGE 2	---	---
BUILDING CONSTRUCTION STAGE 3	---	---
SURPLUS PROPERTY LINE	---	---
PROPERTY LINE	---	---
BUILDING RESTRICTION LINE (SEE NOTE 4)	---	---
R/W OBJECT FREE AREA	---	---
R/W SAFETY AREA	---	---
R/W OBJECT FREE ZONE	---	---
RUNWAY PROTECTION ZONE	---	---
TOPOGRAPHIC CONTOUR	---	---
RUNWAY LIGHTING	---	---
AIRPORT FENCE	---	---
VEHICLE GATE	---	---
AVIGATION EASEMENT	---	---
AIRPORT REFERENCE POINT	---	---
PAPI	---	---

WIND COVERAGE - 12 MPH

RUNWAY	12 - 30	91.6%
RUNWAY END	12	58.8%*
	30	67.4%*

*COVERAGES INCLUDE CALMS



WIND DATA IS COMPILED FROM 15,344 OBSERVATIONS TAKEN BY THE U.S. WEATHER BUREAU JANUARY 1937 THROUGH DECEMBER 1942.

*THE PREPARATION OF THESE DOCUMENTS MAY HAVE BEEN SUPPORTED, IN PART THROUGH THE AIRPORT IMPROVEMENT PROGRAM FINANCIAL ASSISTANCE FROM THE FEDERAL AVIATION ADMINISTRATION (PROJECT NUMBER 3-41-4100-13) AS PROVIDED UNDER TITLE 49, UNITED STATES CODE, SECTION 47104. THE CONTENTS DO NOT NECESSARILY REFLECT THE OFFICIAL VIEWS OR POLICY OF THE FAA. ACCEPTANCE OF THESE DOCUMENTS BY THE FAA DOES NOT IN ANY WAY CONSTITUTE A COMMITMENT ON THE PART OF THE UNITED STATES TO PARTICIPATE IN ANY DEVELOPMENT DEPICTED HEREIN NOR DOES IT INDICATE THAT THE PROPOSED DEVELOPMENT IS ENVIRONMENTALLY ACCEPTABLE IN ACCORDANCE WITH APPROPRIATE PUBLIC LAWS.