

City of Brookings

WORKSHOP Agenda

CITY COUNCIL

Monday, July 1, 2013, 4:00pm

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

A. Call to Order

B. Roll Call

C. Topics

1. CGI Communications proposal for Community Promotions Video Program.
[City Manager, pg. 2]
 - a. Program agreement and information [pg. 3]
2. Meet Rogue Federal Credit Union President Gene Pelham. [City Manager, pg. 7]
3. Aquatics Facility Development Plan. [City Manager, pg. 8]
 - a. Letter from Friends of the Brookings Harbor Aquatics Center [pg. 10]
 - b. Letter from the Brookings Vision Council [pg. 13]
4. Mahar/Tribble Infrastructure Financing Agreement. [City Manager, pg. 15]
 - a. Agreement [pg. 16]
5. Update on storm drainage mitigation and private maintenance/abatement.
[PWDS, pg. 20]
 - a. Public Works Notice 1 [pg.22]
 - b. Public Works Notice 2 [pg. 23]
 - c. Letter to Buena Vista Loop residents dated June 17, 2013 [pg. 24]
 - d. Brookings Municipal Code Revisions [pg. 25]
6. Tourism Promotion Advisory Committee Review. [City Manager, pg. 38]
 - a. Draft Agreement with Port District as proposed August, 2012 [pg. 39]
 - b. Draft Agreement with Port District for joint promotional development [pg. 42]

D. Council Member Requests for Workshop Topics

E. Adjournment

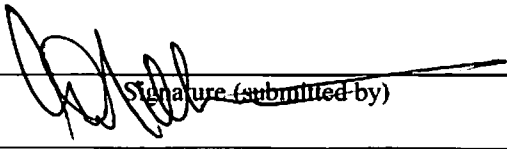
All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 1, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: CGI Communications Proposal for Community Promotions Video Program

Recommended Action:

See and hear presentation via internet.

Financial Impact:

None. Cost of program would be paid from local business advertisers.

Background/Discussion:

The City has received a proposal from CGI Communications Inc. to develop a "Community Showcase Program" to promote the City via the internet and on the City's website. This proposal is consistent with the Council's goal of recruiting new residents to the area as a part of the City's economic development strategy.

Staff has arranged for CGI Program Director Christina Simmons to make a 15-minute presentation concerning the program via internet and telephone at the Workshop.

Attachment(s):

- a. Community Video Program agreement and information packet.



AT NO COST TO YOU, CGI Communications, the parent company of relocate.org will provide your Community the opportunity to be featured on the Community Video Network- in its COMMUNITY VIDEO PROGRAM, under the following terms:

1. We'll introduce your Community via our *Community Video Program*, which will link to your Community's Website from the Community Video Network (CVN)
2. We'll consult with you to script, videotape and edit from raw footage to final video, with professional voice-over and background music, a customized 60 second video, to be streamed on CVN and your Community's Website via our dedicated server in *Community Video Program* format.
3. We'll provide a chapter on Quality of Life and an additional video chapter of your choice. We will also provide a community organizations chapter to showcase nonprofits.
4. We retain all control and responsibility for our Content, which will comply with local community standards, including all sponsors, videos and links, which you agree to display to all users from a link on the Homepage of your Website.
5. You'll provide us with a signed Letter of Recognition/Introduction on Community Letterhead and the right to use the name and likeness of your Mayor / City Manager.
6. This agreement is for three (3) years from date of linkage can be renewed at no cost and under the same terms and conditions unless notice to terminate is given by you at least 60 days before the end of a term, in which case, the agreement terminates upon completion of that term.

The undersigned understand and agree to all the above terms and have full authority to sign this agreement.

Community: **Brookings, OR**

Community Video Network

Signature: _____

Signature: _____

Nicole Ronag

Printed Name & Title: _____

Printed Name & Title: _____

Date: _____

Website, Email and Phone: _____

Dear Brookings, OR Business Owner:

The City of Brookings, OR is excited to announce the launch of a new program that we feel will have a significant impact on the promotion of our wonderful community. We have entered into a three year agreement with CGI Communications to produce a series of streaming online videos highlighting all our community has to offer its residents, visitors, and businesses.

CGI is a leader in online marketing solutions, working with thousands of communities and businesses nationwide. With an easily viewable interface on the official City website (www.brookings.or.us) their video program will encourage viewers to learn more about area attractions, economic development opportunities, quality of life, and so much more.

In addition to the videos being on the City's official web site, they will also be featured on Relocate.org, the largest relocation network in the nation. The City of Brookings, OR is dedicated to highlighting the advantages of living and working in our community, and we feel that this program can do just that!

A representative of CGI Communications will be contacting you with an opportunity to take advantage of their innovative digital media tools and services. We encourage you to consider supporting this program, which we feel is truly a win-win for all involved.

Best Regards,

Signatory
Title



WHY CGI?

◆ **Who is CGI Communications, Inc.?**

Formed in 1988, CGI Communications, Inc. is a leading provider of high-impact marketing solutions to communities and small businesses. CGI is one of Upstate New York's top growth companies, receiving the Top 100 Award for 6 years since 1999 in the Greater Rochester Area.

◆ **Are there any hidden costs?**

No. There is never a point where your municipality will ever see an invoice for any service we provide.

◆ **What if no businesses sign up for sponsorship?**

Even if zero sponsors participate, your Community will still receive the program at no cost. There is no threshold or minimum sponsorship requirement.

◆ **How long is the production process?**

The video production is typically a 12-14 week process.

◆ **What is the relationship between CGI and the United States Conference of Mayors, the National League of Cities and the Federation of Canadian Municipalities?**

CGI works closely with the USCM, NLC and FCM to provide a myriad of digital marketing tools to showcase and promote individual municipalities nationwide. Our Community Showcase Program is an opportunity that both members and non-members can participate in.

◆ **Who fulfills the sponsorship element of the Community Video Program?**

CGI takes care of all sponsorship fulfillment, however if your community would like to recommend businesses that you would like to see have first right of refusal, we encourage and welcome you to do so.

◆ **Do we have a choice of what season we are filmed in?**

Absolutely! It is our goal to film municipalities in the season you feel best represents your community as a whole.

◆ **Do we need an Official Representative in our Welcome video?**

Absolutely not! It is your community's choice on whether or not you would like to have a civic leader represented in the welcome video.

◆ **Does our city have a choice in what type of establishments can participate in the sponsorship fulfillment?**

Of course! Your community has a say in the types of businesses that are featured. We simply need to know prior to the beginning of the sponsorship fulfillment campaign. For further information, please request CGI's Sponsor Policy.

◆ **What is relocate.org?**

Relocate.org is the largest online community video network in the nation to assist those relocating. By partnering with CGI, your completed video program will be showcased on relocate.org at no cost to garner more exposure for your wonderful community.

◆ **Is there a special rate for non-profit organizations that want to get involved?**

We provide a Community Organizations chapter that creates an opportunity for local non-profits to garner exposure on our program at no-cost.

Community Video Program Summary:

Community Program Benefits:

- ▢ FREE marketing video program to showcase community assets and attributes
- ▢ Welcome future families and residents, recruit new business and industry and promote tourism
- ▢ Full access and exposure on the largest online Community Video Network in the nation
- ▢ Complete video production for including script writing, filming, editing, background music and voiceovers
- ▢ Final draft of video content subject to your approval
- ▢ Risk-free marketing initiative regardless of business sponsor participation
- ▢ Hosting and streaming of all video content through CGI's patented OneClick™ Technology
- ▢ Cities participation creates free platform for nonprofit organizations to expand their outreach

Business Sponsor Program Benefits:

- ▢ Allow your business community to expand its outreach through custom video content
- ▢ Garner exposure on our national relocation network and on your official city website
- ▢ Access to additional digital media tools for your businesses official websites
- ▢ Hosting and streaming of all video content through CGI's patented OneClick™ Technology
- ▢ SmartTrack measurement and trackability
- ▢ Free participation for nonprofit organizations

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 1, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Meet Rogue Federal Credit Union President Gene Pelham.

Recommended Action:

None

Background/Discussion:

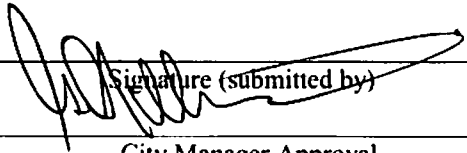
Rogue Federal Credit Union recently assumed the operation of Chetco Federal Credit Union. Rogue Federal Credit Union President Gene Pelham would like to meet the City Council and discuss the current status of the Credit Union.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 1, 2013

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Aquatics Facility Development Plan

Financial Impact: \$50,000 contribution from the City for preparation of comprehensive plan. Future cost of construction and relocation of facilities at Bud Cross Park undetermined.

Background/Discussion:

The Friends of the Brookings Harbor Aquatic Center (FBHAC) and the Brookings Vision Council (BVC) are pursuing the development of a new Aquatics and Community Center building to serve the Brookings community. City staff has met with representatives of these groups several times, and has participated in research concerning the cost of planning for and development of similar facilities.

Staff is recommending that the City participate in the project by making a site available and by contributing to the preparation of a development plan as outlined in the attached correspondence from FBHAC and BVC. Staff believes that it is essential that this development plan include a business plan, market analysis and operating budget/plan. The development plan would include an analysis of options available for operation and maintenance of the facility, including the formation of a special district, contracting with a non-profit or other alternatives.

Staff and the project proponents are proposing that the new facility be constructed at Bud Cross Park, and that the project replace or incorporate the existing City outdoor pool. The outdoor pool is limited in its operation due to weather, and is in need of over \$50,000 in repairs. Staff believes that major repair/maintenance of the existing pool...such as resurfacing and locker room improvements...should be deferred and those funds redirected to assist with the funding of a development plan for a new facility. It is likely that the existing tennis courts at Bud Cross Park would need to be relocated to accommodate the new Aquatics Center.

The estimated cost of a comprehensive development plan, which would include the aforementioned elements and a preliminary design plan, is \$120,000. Funding sources for this plan are proposed as: \$50,000 from the City, \$25,000 from FBHAC and \$45,000 in foundation grants. The City would manage the consultant/architect selection process.

Development of a "community center" is included in the 2002 Urban Renewal Plan, which makes such a project eligible for use of tax increment funds through the Urban Renewal Agency. However, Bud Cross Park is not located within the Urban Renewal Area; thus URA funds cannot be used for this project as envisioned at this time.

Attachment(s):

- a. Letter from Friends of the Brookings Harbor Aquatics Center
- b. Letter from the Brookings Vision Council



PO Box 6489
Brookings, OR 97415
541.251.0617
www.FBHAC.org
juliane@FBHAC.org

June 25, 2013

Mayor Hedenskog
Brookings City Councilors
City Hall
898 Elk Drive
Brookings, OR 97415

Mayor Hedenskog & Brookings City Councilors :

Re: Letter of Request – Feasibility study funding

I am delighted to be writing this letter of request on behalf of Friends of the Brookings Harbor Aquatic Center (FBHAC). FBHAC, a 501c3 nonprofit, continues its efforts in support of the development of an indoor community recreation and aquatic center. With the collective time and energy that has been invested up to this point, we are now poised to take a significant step forward. In order to do that, we need your support.

As you know, there are no indoor public comprehensive community recreation centers in Brookings or the surrounding areas. Brookings has an older outdoor pool which is open three months out of the year, requires heating to maintain a comfortable temperature for use and is subsidized with city funds to remain operational. The nearest public indoor pool is in Crescent City, CA. Within Brookings is a small community activity center which predominantly provides seniors with social opportunity, meals and some fitness and recreational programs. Within Brookings and the adjacent Harbor, there are four private fitness facilities offering various amounts of access to fitness equipment and classes.

The development of a community multi-use recreation and aquatic center will benefit every member of our community. While the exact features and programs the facility would offer are unknown at this time, we envision children having year round access to swim lessons, competitive swim programs, and other after-school programs and educational resources. We envision our adults and seniors leading a more active lifestyle with access to a year-round indoor walking track, basketball, racquetball, climbing walls, lap swimming and water aerobics. We see this facility as a community hub of social and recreational activity for all ages that will enrich community vitality. Furthermore it will pave the way to greater community wellness and provide many avenues to address chronic health issues in our community. Finally, a multi-use recreation facility would provide positive economic impact as well. It would increase property values, boost community appeal and pride, stimulate volunteerism, foster job development, and help retain skilled workers while enticing more to the area.

We have had many conversations with community members all of which have been supportive of a community recreation and aquatic center. We have been further encouraged by the Brookings Vision Council's Surfboard project which revealed overwhelming support of such a facility. As part of our public outreach process we will further define this support as it relates to facility features and programming, however for now we recognize we are moving on the right path towards creating a community asset with broad support.

In order to move forward towards the development of a community recreation and aquatic facility, we need to complete a feasibility study. This study will be led by a firm selected based on their experience with prior community center development and in association with sub consultants knowledgeable in recreation and aquatic center planning. The study will include:

- A market analysis
- Public outreach
- Business/operating plan
- Facility programming/space planning
- Site analysis
- Schematic design concepts with cost estimates

The site analysis would be limited to Bud Cross Park with the hope of incorporating any or the entire current infrastructure of the existing pool into the new facility. Other possible sites would only be analyzed if a deficiency in the Bud Cross site would preclude placement of the facility or negatively impact sustainability. The cost of the feasibility study is expected to be under \$120,000 based on past conversations with firms who perform these studies and a recent conversation with the project manager for the Sammamish, WA community recreation and aquatic center. The City of Sammamish recently completed their feasibility study. I was able to gain detailed information regarding their experience including their costs.

With anticipated proceeds from our 2013 Fourth of July BBQ & Field Day event, FBHAC will have raised over \$25,000 towards the cost of the feasibility study. These funds represent local support for the development of our community recreation and aquatic center. A commitment of \$50,000 from the City of Brookings towards the feasibility study would acknowledge the local support we have gathered and empower us with additional influence as we seek support from local and out of area foundations. Without demonstration of City support for this project, it will be very difficult to convince other funders to do so. Our goal is fund this study before the fall of this year so that we can initiate the study in January 2014.

In summary, FBHAC is working to develop a sustainable indoor community recreation and aquatic center. There is demonstrated community interest in such a multi-use facility. A feasibility study is vital to ensure we identify recreational needs of our community and develop a facility with features and programs that will meet those needs. Only with proper planning can we ensure this facility becomes a sustainable asset in the community. We are asking for demonstration of City support with the

commitment of \$50,000 towards the feasibility study. This commitment will make an enormous impact on our ability to secure the remaining funding for the study.

I appreciate your time and consideration towards this matter. Should you have any questions or desire additional information in the interim, please do not hesitate to contact me.

Sincerely,



Julianne Leighton, MD
FBHAC, Chair/Director

cc: Gary Milliman, Brookings City Manager

TO: Brookings City-Council
FROM: Brookings Vision Council
RE: Proposed Indoor Community Indoor Recreation Center

This memo serves to demonstrate the support of the Brookings Vision Council for an Indoor Community Recreation Center and the foundational work by which it's been vetted.

The Brookings Vision Council is an active citizen council, initiated in January 2012, tasked with analyzing local data concerning the physical, economic, social, and environmental health of Brookings-Harbor residents. Vision council members aligned these data points with the "Catch the Wave" campaign. Paper surfboards were distributed across Brookings-Harbor asking citizens "what is your vision for Brookings?". Over 750 surfboards with vision statements from elementary children, community leaders, senior citizens, etc. were collected, analyzed, and findings were presented to the Vision Council .

An **indoor community recreation center** surfaced as the **#1 priority** for community improvement for the Brookings Vision council, followed by:

- making Brookings a more bikable and walkable community for residents and visitors
- ensuring more locally produced foods in our schools, senior facilities, and businesses
- improved access to health care

An indoor community recreation center is vital to our community:

- 1) Brookings's primary chronic health condition is arthritis. A condition related to age and climate, arthritis symptoms are greatly reduced by low-impact exercise, i.e swimming. Additional conditions, such as obesity, are likely reduced via year round access to recreation; i.e. racquet ball, tennis, gymnastics, on-site availability of child-care for family specific offerings.
- 2) A local gathering place inclusive of varied indoor recreation is desirable; economically, socially, and physically. Related organizations and businesses rent affordable space, the proposed Bud Cross property is accessible and well-known to residents of all ages, jobs related to construction and operations are available. Community meeting spaces are made available for nominal fees.
- 3) Curry County is full of water. Our rivers and ocean are magnificent- yet pose danger for non-swimmers. Year-round swimming lessons for local residents and neighbors to the north and south prevent drownings and contribute revenue.

The Brookings Vision Council believes the proposed Indoor Community Recreation Center, in collaboration with the City of Brookings and the Friends of the Brookings Harbor Aquatic Center, is desirable for residents and viable financially. We recognize

that ongoing support in the planning, development, advocacy, and fundraising will be vital to the success of this project.

The Brookings Vision Council pledges on-going involvement in all of these domains and congratulates the staff of the City of Brookings for their leadership.

Regards,

Brookings Vision Council

Annette Klinefelter-Dingle

Alan Nidiffer

Lana Walker

Bob Horel

Janice Scanlon

Ron Griswold

Julianne Leighton, MD

Jan Crick

Warren Crick

Scott Clapson

Renee Balcom

Shantel Escobar

Jodi Harvey

Gina Zottola

Rachel Gates

Rick Gonzales

Jessica Delaney

Wylea Woods

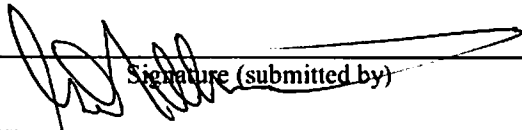
Rick Constantinople

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 1, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Mahar/Tribble Infrastructure Financing Agreement

Recommended Action:
Discussion only.

Background/Discussion:

Ron Tribble and Mike Mahar approached the City about extending water and sewer service to a proposed 60-unit housing development on North Bank Chetco River Road in September, 2011.

Several approaches to securing water and sewer service to the proposed site have been explored by the City and Mahar/Tribble. At its workshop of February 4, 2013, the City Council indicated support for the development of an infrastructure financing agreement similar to that which was developed for the Lone Ranch project with U.S. Borax. A major difference is that the Lone Ranch agreement was developed after the annexation occurred, the development had been approved and substantial/detailed engineering design and cost information had been developed.

The attached ninth draft of the proposed Agreement is now ready for City Council review. Essentially, this Agreement would provide that Mahar/Tribble would install all infrastructure improvements to serve their development, and would install those improvements at sufficient size to handle a much larger capacity anticipating potential future development along North Bank Chetco River Road. Mahar/Tribble would receive reimbursement for up to 72 per cent of their cost of installing the improvements through the payment of System Development Charges from the first 217 units served by the improvements. The maximum reimbursement period is 20 years from completion of construction of the infrastructure improvements.

Attachment(s):

- a. Mahar/Tribble, LLC, Infrastructure Financing Agreement

MAHAR/TRIBBLE, LLC
INFRASTRUCTURE FINANCING AGREEMENT

This Infrastructure Financing Agreement ("Agreement") is entered into by and between the City of Brookings ("City"), a municipal corporation of the State of Oregon, and Mahar/Tribble, LLC ("LLC"), an Oregon limited liability company (Reg.# 420908-94).

RECITALS

WHEREAS, the LLC currently owns two tax lots totaling approximately 14 acres located on the North Bank Chetco River Road in Curry County, Oregon (the "Property"); and

WHEREAS, the LLC desires to annex said Property into the City and plans to develop a residential community of up to sixty (60) units on said Property (the "LLC development"); and

WHEREAS, the City and the LLC recognize that the development of the Property cannot occur without adequate public sewer infrastructure and that an expansion of the City's sewer collection system is needed to support the proposed project; and

WHEREAS, the City and LLC intend to share in the cost and in the development of a plan for the construction of the required infrastructure improvements; and

WHEREAS, the City System Development Charge (SDC) consists of two elements:

1. A "Reimbursement Fee" that may be spent only on capital improvements associated with the systems for which the fees are assessed including expenditures relating to repayment of indebtedness.
2. An "Improvement Fee" that may be spent only on capacity increasing capital improvements, including expenditures relating to repayment of debt for such improvements. An increase in system capacity may be established if a capital improvement increases the level of performance or service provided by existing facilities or provides new facilities. The portion of the improvements funded by improvement fees must be related to the need for increased capacity to provide service for future users.

NOW, THEREFORE, it is hereby agreed:

1. Purpose. This Agreement is not intended to be a development agreement as defined in ORS 94.504. This Agreement only addresses financial issues relating to the construction of certain public infrastructure facilities. It is not intended to set forth the full range of development responsibilities for the development of the subject property owned by the LLC.
2. Service area defined. For the purposes of this Agreement, "NBCRR Service Area" shall refer to the geographic areas identified as Future Growth Areas 1, 2, 3, 4, 5, 6, 7, and the Thompson Road Area, as defined in the North Bank Chetco River Road Wastewater Feasibility Analysis, prepared by The Dyer Partnership and dated November 2010. The NBCRR Service Area does not include the LLC property described herein.
3. Infrastructure improvements. In the event the LLC proceeds with development of the Property, the LLC agrees to install the following sanitary sewer system improvements at its own expense, and shall dedicate said improvements along with all necessary maintenance/access easements to the City. All work shall be in accordance with the City's "Engineering Requirements and Standard Specifications for Public Works Infrastructure,"

and as approved by the City Engineer, and shall be inspected by the City during construction at such times as the City's Public Works Department deems appropriate.

Improvements to be installed and/or constructed by the LLC consist of:

Part I. Infrastructure Improvements:

- a. One sewage lift station of sufficient capacity to serve the LLC project as well as future expansion of the sewer collection system to a maximum of 217 EDUs, including all properties within the NBCRR Service Area located east of the LLC property. This element of the project includes conveyance to the City of the land necessary to support construction and maintenance of said lift station.
- b. One pressurized 3-inch sanitary sewer main connecting the above-referenced sewage lift station with the City's existing sewage lift station located on Lundeen Lane, including dedication of all necessary easements on the LLC property.

Part II. Infrastructure Improvements:

Work under Part II is intended to provide sufficient infrastructure to expand the City's wastewater collection system to additional lands within the NBCRR Service Area. These improvements are intended to serve up to 1,000 additional EDUs.

- a. Approximately 3,500 lineal feet of eight-inch pressurized sanitary sewer main installed in a common trench with the sewer main described in Part I above.
 - b. Dedication of land of sufficient size to accommodate a new or expanded lift station to serve the aforementioned eight-inch main.
4. **Timing of Improvements.** Part I and Part II improvements are contingent upon LLC obtaining approval from City, acceptable to LLC in its sole discretion, of the following: annexation, zone change, and land division. Nothing herein is intended to guaranty any such approvals, or to avoid the land use process. Said improvements shall be constructed as a condition of final plat recordation.
 5. **Bond.** Before commencing construction of the infrastructure improvements provided for herein, LLC shall obtain a performance bond naming the City of Brookings as obligee in an amount equal to 125% of the estimated total cost for the infrastructure improvements. The bond shall be issued by a surety company with an A.M. Best's rating of no less than A-VII.
 6. **Payment.** The LLC agrees to pay for the entire upfront cost of the above-described infrastructure improvements and shall be reimbursed for the cost of the above-described infrastructure improvements in the following manner:
 - a. For Part I improvements, the City shall pay to Mahar/Tribble LLC, or its assigns, all of the System Development Charge (SDC) revenues received by the City from any of the first 217 units served by the Part I improvements, including those units constructed by LLC, up to the point that full reimbursement has been made to Mahar/Tribble LLC for any additional capacity in Part I improvements. The sewer substation that will be the connection point has a total capacity of 217 EDU's. This payment will be in proportion to the dwelling unit service capacity in excess of that needed for the LLC development. For example, if LLC is approved for 60 dwelling units (which is 28% of 217), the City shall reimburse the LLC to a maximum of 72 percent of the actual cost of said improvement. The period for reimbursement is 20 years from completion of construction

of the infrastructure improvements provided for herein. After such time, no reimbursement from the City will be due the LLC.

- b. For Part II improvements, City shall pay to LLC the actual cost of installing said improvements in a common trench with Part I improvements, including the cost of pipe, pipe installation, additional trench size and incremental engineering costs. The City shall reimburse LLC for such costs within 30-days of receipt of a written invoice from LLC for same.
7. Costs. The total costs of constructing the infrastructure improvements are unknown at this time but will be based upon the actual cost of construction.
8. Easements. City shall obtain at its sole cost all necessary easements from Curry County to authorize installation of pipe within North Bank Chetco River Road. City shall obtain and provide all necessary easements including construction easements, on City lands, streets and right-of-ways at its sole cost.
9. Authority. Each party hereto represents that it has all requisite power, authority and authorization to execute and act in accordance with this Agreement, and that the person(s) executing this Agreement on such party's behalf has the legal power, right, and actual authority to bind such party.
10. Effective Date. This Agreement shall be effective upon the later date in which the City approves both the zone change, requisite to the proposed LLC development, and annexation of the subject property into the City.
11. Assignment. This Agreement may be assigned by LLC prior to construction of the Improvements without prior written consent of the City. Once the Improvements are constructed and accepted by the City, LLC may assign its right to reimbursement under Section 5 of this Agreement to no more than 10 different entities or individuals. In the event assignment of the right to reimbursement exceeds ten (10) assignees, such assignment shall be subject to the written consent of the City. City may retain an administrative fee equal to 3.0 per cent of the amount of reimbursement if assignment is made to more than one party. Notwithstanding the foregoing, nothing herein is intended to restrict LLC's right to sell any or all of the Lots within the project to third parties.
12. Notices. All notices and communications necessary or convenient under this Agreement shall be sent to the following addresses for the respective parties:

If to City:

City of Brookings
Attn: City Manager
898 Elk Drive
Brookings, OR 97415

If to Mahar/Tribble, LLC:

Mahar/Tribble, LLC
Attn: Michael Mahar
815 Alder Creek Drive
Medford, OR 97504

13. No Joint Venture or Partnership; No Third-party Beneficiaries. No agency, joint venture or partnership is intended or created by this Agreement. Nor does this Agreement create a beneficial right in any third party.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

15. Controlling Law and Venue. This Agreement shall be deemed to have been entered into in the State of Oregon and shall be construed and interpreted in accordance with the laws of Oregon. Any litigation or proceeding arising out of or connected with this Agreement shall be heard and decided in Oregon Circuit Court for the County of Curry.
16. Integration. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the parties with respect to the subject matter herein contained are superseded and of no further force and effect.
17. Captions. The captions contained in this Agreement were inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
18. Severability. If any clause, section or provision of this Agreement shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Agreement shall be in full force and effect, and shall be valid as if such invalid portion thereof had not be incorporated herein.
19. Arbitration/Mediation. Any dispute or claim that arises out of, or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration. The parties acknowledge that mediation usually helps parties to settle their dispute themselves. Therefore, any party may propose mediation whenever appropriate through any mediation process or mediator as any parties may agree upon.
20. Attorney's Fees. In the event suit or action is brought, or an arbitration proceeding is initiated to enforce or interpret any of the provisions of this Agreement or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith.
21. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors, assigns, and legal representatives.

Signed by the parties hereto on the dates indicated below.

CITY OF BROOKINGS

MAHAR/TRIBBLE, LLC

City Manager

Mahar

Date: _____

Date: _____

Tribble

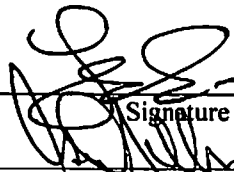
Date: _____

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: July 1, 2013

Originating Dept: PW/DS



Signature (submitted by)

City Manager Approval

Subject: Update on Storm Drainage Mitigation and Private Maintenance/Abatement

Recommendation:

- a) Staff to proceed with notifying residents of above ground drainage abatement requirements per Attachment A.
- b) Staff to proceed with notifying residents of below ground drainage maintenance requirements per Attachment B.
- c) Staff to follow up with a BMC revision via ordinance at City Council meeting July 22, 2013 to update the Brookings Municipal code by clarifying the definition of a nuisance per Attachment D.

Financial Impact: Not fully identified. Maintenance and repairs to private storm drainage facilities is the responsibility of the property owner per BMC 8.10 and proposed BMC Ordinance revisions (Attachment D) clarifying BMC 8.10 and 8.15.

Background/Discussion: Storm water conveyance throughout the City of Brookings is composed of an integrated system of private and public drainage facilities both below ground piping and above ground surface flow. Staff has been evaluating and mitigating the storm drain systems by; 1) Updating the storm water master plan 2) Inspecting key storm drainage basin conveyance 3) Preparing design plans and specifications to fix failed infrastructure from last November's storm event 4) Interpreting policy and mitigation measures.

Public storm drains are drainage features that are located in the public street, right of way, or a recorded storm drain easement. Private drainage facilities are not located in a public street, right of way or storm drain easement. The City maintains public storm drains. The City has neither recently inspected nor recently notified residents of private storm drain maintenance requirements. It was discovered that surface drainage conveyance has been used for back yard debris dumping. This debris then washes downstream and clogs drainage structures. Additionally, TV inspection results show severely corroded and failing underground private storm drains. If these drains are not maintained, failure can cause substantial flooding and erosion damages.

Staff's first step approach to this broad issue is to notify owners and residents of their responsibilities of private storm drainage maintenance while there is time to abate the issues before winter. Staff has prepared abatement letters for the different types of drainage conditions. Attachment A would be sent to residents and owners where excess debris could obstruct private overland storm drains (watercourses). Attachment B would be sent to owners with underground

private drainage facilities to alert them of their responsibilities. Attachment B would also be edited to include specific information on damaged storm drain pipe found during TV inspection.

Staff's next step is a recommendation to update the Brookings Municipal Code (BMC) by clarifying storm drain failure by lack of conveyance as a nuisance. By clearly defining the failing and unmaintained storm drainage as a nuisance will in turn allow for the City Manager to declare it a nuisance under current BMC. By the City Manager defining it a nuisance, staff can then proceed with abating procedures under current BMC. There are severely damaged private storm drains which convey storm water that need immediate attention. The intent of these letters is to bring this subject to the effected owner's attention with enough time to prevent a nuisance next winter. According to both the City Attorney, City Council, and the Insurance Company representative, a warning letter and updates to the BMC to abate the problem is in order and a "reasonable accommodation to the problem."

Attachment C is a letter recently sent to 4 of the 5 properties on Buena Vista Loop. The City's Building Official has expressed concern whether the bluff damage will sustain another winter without compromising the existing house structures. This attachment is intended for informational purposes.

Policy Considerations: Residents will be requested to proactively address private storm drain maintenance.

Attachment(s):

- A. Public Works Notice 1
- B. Public Works Notice 2
- C. Letter to BV Loop residents dated June 17, 2013
- D. Proposed BMC updates



Public Works Department Notice

Storm Water Drain Maintenance on Private Property

Due to ongoing complaints and flooding problems, the City of Brookings is asking for your cooperation to help protect your neighborhood from localized flooding.

Please inspect all drainage courses on your property, clear all loose debris and trim back all overhanging or protruding growth which may obstruct the drainage. It is the responsibility of private property owners to maintain any storm water infrastructure, above or below ground, within the limits of their property.

City Staff will be inspecting all open drainage ditches the week of September 16, 2013.

If you have any questions regarding this notification please contact Richard Christensen, Public Works Supervisor, 541/ 469- 1171 or LauraLee Snook, Building Official, 541/469-1131.

Attachment A



Public Works Department Notice

Storm Water Drain Maintenance on Private Property

Storm water conveyance throughout the City of Brookings is composed of an integrated system of private and public drainage facilities.

Proper storm drain maintenance is crucial for flood control, erosion, and water quality protection. As seen in recent heavy weather events, pipe obstruction and failure can cause significant damage to private and public property.

The City of Brookings Public Works Department cleans and maintains all storm drains in the public right of way, drainage easements, and on City owned property. **It is the responsibility of private property owners to maintain any storm water infrastructure, above or below ground, within the limits of their property.**

If you have any questions regarding this notification please contact Richard Christensen, Public Works Supervisor, 541/ 469- 1171 or LauraLee Snook, Building Official, 541/469-1131.

Attachment B



City of Brookings

898 Elk Drive, Brookings, OR 97415
(541) 469-1131 Fax (541) 469-3650 TTY (800) 735-1232

www.brookings.or.us
lsnook@brookings.or.us

BUILDING DEPARTMENT

LauraLee Snook, Building Official

June 17, 2013

After the November 22, 2012 storm event, I visited your property with Geotechnical Engineer, Chris Ells of GRI . Although Ells considered your residence stable at that time, City Staff strongly recommends that you have your home evaluated by a Geotechnical Engineer in order to determine if bluff stabilization is necessary to protect your home for future weather events.

At the time of the site visit it was noted that there was substantial water leaching from the hillside approximately 10 to 20 feet below your residence that did not appear to be contained in a conveyance. The City Engineer is currently evaluating hydrology and drainage patterns while updating the storm water master plan, anticipating to have a draft available for review in late August of this year. The investigation included superimposing a hand drawn topographic map from the early 1900's over a current GIS map. This overlay revealed that a deep ravine was filled in prior to any construction in this area. We have no way of knowing what steps were taken to mitigate the fact that a stream bed and channels were filled and are concerned that the unconstrained water that was seen in November is a result of this old drainage being surcharged by the heavy rains.

A geotechnical engineer would advise you if there is further risk of failure which could compromise safety and/or the occupancy of your home, and the measures necessary to prevent further failure. The type of work that may be necessary for stabilization is often only advised to be undertaken during the dry season, making it imperative that an evaluation be done as soon as possible in order to ensure that any necessary work be completed before the rainy season begins.

Respectfully,

LauraLee Snook
Building Official

Attachment C

Attachment D

Chapter 8.15 NUISANCES

Sections:

- [8.15.010](#) Definitions.
- [8.15.020](#) Control of domestic animals.
- [8.15.030](#) Public health.
- [8.15.040](#) Hazards.
- [8.15.050](#) Noxious vegetation.
- [8.15.060](#) Scattering rubbish.
- [8.15.065](#) Trees and fences.
- [8.15.067](#) Surface waters and drainage.
- [8.15.070](#) Earth from abutting property falling into street.
- [8.15.080](#) Noise prevention.
- [8.15.085](#) *Recodified.*
- [8.15.087](#) Temporary use of a recreational vehicle or travel trailer.
- [8.15.090](#) General abatement procedure.
- [8.15.100](#) Summary abatement.
- [8.15.110](#) Penalties.

8.15.010 Definitions.

A. "Livestock" refers to horses, mules, asses, cattle, llamas, emus, sheep, swine, goats and poultry, including turkeys, of any age or sex.

B. "Person" means a natural person, firm, partnership, association or corporation.

C. "Person in charge of property" means an agent, occupant, lessee, contract purchaser, tenant or other person having possession or control of property.

D. "Person responsible for abatement" means the person responsible for abating a nuisance and liable for any penalties imposed hereunder and shall include, jointly and severally, the following:

1. The owner;
2. The person in charge of property;
3. The person who caused to come into or continue in existence a nuisance as defined in this chapter.

E. "Public place" means a building, way, place or accommodation, whether publicly or privately owned, open and available to the general public.

F. Public Nuisance. It is expressly found and determined by the city of Brookings that the conditions and objects specifically enumerated within this chapter do, in one or more particulars, promote blight,

deterioration, unsightliness, plundering, fire hazards, flood hazards, hazards to the health and safety of minors, disruption of the public peace, harborage for rodents, insects and vermin, and circumstances generally injurious or detrimental to the health, safety and general welfare of the inhabitants and occupants of the city of Brookings.

G. "Recreational vehicle" or "travel trailer" means a self-propelled or towable mobile unit used for temporary dwelling purposes by travelers.

H. "Recreational vehicle park" means a commercially developed lot upon which two or more recreational vehicles occupied for living or sleeping purposes are located, regardless of whether a fee is paid for such service or accommodations.

I. "Responsible party" or "person responsible" means an owner, occupant or other person entitled to possession. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 93-O-406.A § 2; Ord. 86-O-406 § 1.]

8.15.020 Control of domestic animals.

A. No person shall permit any cow, horse, goat, sheep, or other domestic animal kept in any enclosed or unenclosed lot or tract of land within the corporate limits of the city of Brookings to leave said place where said animal is so kept and wander at large within the corporate limits of the city.

B. The owner or keeper of any dog or other domestic animal shall not allow such animal to be a public nuisance. A dog, cat, or other such animal is deemed herein to be a public nuisance if it bites a person; chases persons or vehicles; damages or destroys property of persons other than the animal's owner; scatters garbage; trespasses on private property of persons other than the animal's owner; disturbs any person or neighborhood by frequent or prolonged barking, yelping, howling or any other such noise making; defecates on the property of another or of the public; or is a female in heat and running at large. Such animal shall not be considered a public nuisance if it bites a person who wrongfully is assaulting the animal or the animal's owner or if it bites a person trespassing upon premises owned or occupied by said animal's owner.

C. No person owning or harboring or having the care or custody of a vicious dog or other animal shall permit such animal to go unconfined beyond the premises of such person unless such an animal is securely leashed and muzzled or otherwise restrained. "Vicious" as herein defined means any dog or other animal or fowl with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals, any animal which attacks a human being or domestic animal without provocation, or any dog or other such animal owned or harbored primarily or in part for the purpose of dog or animal fighting.

D. No person shall own or harbor any dog for the purpose of dog fighting or train, torment, badger, bait or use any dog for the purpose of dog fighting or for the purpose of causing or encouraging said dog to unprovoked or willfully provoked attacks upon human beings or domestic animals.

E. No dog is allowed to run at large within the corporate limits of the city of Brookings. When a dog is found running at large it may be taken up and impounded by the Brookings police department or said office's designee and, if so impounded, said animal shall be held in any reasonable and adequate shelter which can be provided for such purposes. A reasonable effort shall be made to notify the dog's owner before it is removed from impoundment. If no owner appears to redeem his/her dog within five days after impoundment, the dog may be released to a responsible person upon receiving assurance from that person that he or she will properly license and care for the dog and not allow the dog to run at large or become a nuisance, and upon payment of a sum which will cover the cost of keeping the dog during the impoundment. Any owner redeeming his/her dog shall pay, in addition to any fine imposed, a reasonable charge for the expense of keeping the dog during its confinement. If no owner is found for the dog nor any responsible person found within the above-allotted time to whom the dog can be released, then the Brookings police department shall have total discretion and control of the further disposition of the animal.

F. No person shall own, harbor, take care of, or have in custody any dog without it being licensed with Curry County. Said person is responsible for payment of licensing fees, as well as securing any and all shots, vaccinations, or records which may be needed to license the animal.

G. No person shall permit the carcass of any animal owned or controlled by him to remain upon the public streets or ways to be exposed on private property for a period of time any longer than is necessary to remove the said carcass. It shall be the duty of such owner or occupant forthwith to cause such carcass to be buried or have other disposition made of the same. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 93-O-406.A § 3; Ord. 86-O-406 § 2.]

8.15.030 Public health.

No owner or person in charge of property shall cause or permit to be or remain on public or private property the following objects or conditions:

A. Privies. Open vaults or privies constructed and maintained within the city, except those constructed or maintained in connection with construction projects in accordance with the health division regulations.

B. Debris. Accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the city.

C. Stagnant Water. An open pit, quarry, cistern, well, cesspool or other excavation in which stagnant water affords a breeding place for mosquitoes and other insect pests.

D. Water Pollution. Pollution of a body of water, well, spring, stream, drainage facilities or drainage ditch by sewage, industrial wastes, construction wastes or other substances placed in or near the water in a manner that will cause harmful material to pollute the water.

E. Food. Decayed or unwholesome food which is offered for human consumption, or which causes an offensive odor.

F. Odor. Premises which are in such a state or condition as to cause an offensive odor, or premises which are in an unsanitary condition.

G. Surface Drainage. Drainage of liquid wastes from private premises.

H. Cesspools. Cesspools or septic tanks which are in an unsanitary condition or which cause an offensive odor.

I. Garbage Containers. Garbage and noncombustible refuse that is not stored in flytight, watertight, and rodent-proof containers that are kept clean and in good repair.

J. Livestock and Pets. The keeping of livestock and pets or buildings for the purpose of housing such livestock or pets in such a manner as to be a breeding place or likely breeding place for rodents or pests.

K. Sanitation. A business or residence that is kept or maintained in such a condition as to permit rats, rodents, vermin, or other pests to burrow or live therein. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 93-O-406.A § 4; Ord. 86-O-406 § 3.]

8.15.040 Hazards.

No owner or person in charge of property shall permit thereon:

A. Unguarded machinery, equipment or other devices which are attractive, dangerous and accessible to children;

B. Lumber or logs stored in a manner so as to be attractive, dangerous, and accessible to children;

C. An open pit, quarry, cistern, well, cesspool or other excavation without safeguards or barriers to prevent such places from being used by children. Any such opening or hole having a depth of four feet or more and a top width of 12 inches or more shall be covered or fenced with suitable protective construction;

D. Any junk unless such is completely enclosed within a building or kept in a duly licensed junkyard or automobile wrecking house. The term "junk" as used in this section includes all motor vehicles, machinery, or appliances, and any parts thereof or therefor; discarded or abandoned vehicles or components thereof; and old iron or other metal, glass, paper or discarded materials. "Discarded" shall mean any vehicle which does not have properly affixed thereto an unexpired license plate and is either inoperative, wrecked, dismantled (or partially so), or abandoned. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 86-O-406 § 4.]

E. Failure to maintain or obstruction of private storm water drainage conveyance.

8.15.050 Noxious vegetation.

The Department of Agriculture has declared many species of vegetation to be a menace to the public welfare (ORS 570.505). A list of the vegetation covered under this declaration may be found in OAR 603-

052-1200. It shall be unlawful for the owner, occupant, agent, or other person in possession of any lot, tract, or parcel of land within the corporate limits of the city of Brookings to permit the following:

A. The growth or propagation of gorse. The city may allow an abatement plan to be filed if it is determined that the gorse infestation is severe enough to merit a long-range eradication program.

B. The uncontrolled growth of nuisance vegetation. "Nuisance vegetation" is defined as vegetation that:

1. Encroaches onto the property of another; the encroachment must be by the plant itself and not by seed or underground root systems; and

2. Is listed in OAR 603-052-1200.

Exception: Vegetation growing on slopes of greater than 15 percent or adjacent to a water course or body of water that is providing erosion control. [Ord. 11-O-686 § 2; Ord. 10-O-671 § 3; Ord. 07-O-591 § 2; Ord. 93-O-406.A §§ 5, 6; Ord. 93-O-134.A § 2; Ord. 86-O-406 § 5; Ord. 59-O-134 § 8.]

8.15.060 Scattering rubbish.

No person shall deposit upon public or private property any kind of rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property, or would be likely to injure a person, animal or vehicle upon a public way. [Ord. 11-O-686 § 2; Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 86-O-406 § 6.]

8.15.065 Trees and fences.

No owner or person in charge of property that abuts upon a street or public sidewalk shall:

A. Permit trees or bushes on his property to interfere with street or sidewalk traffic. It shall be the duty of an owner or person in charge of property that abuts upon a street or public sidewalk to keep all trees and bushes on his premises, including the adjoining parking strip, trimmed to a height of not less than eight feet above the sidewalk and not less than 13.5 feet above the roadway;

B. Allow to stand a dead or decaying tree that is a hazard to the public or to persons or property on or near the property;

C. Allow to stand a tree that has been identified as a high potential blowdown hazard by a professional engineer or forester, as designated by the city;

D. Construct or maintain a barbed-wire fence thereon, or permit barbed-wire to remain as part of a fence along a sidewalk or public way; except such wire may be placed above the top of other fencing not less than six feet, six inches high;

E. Construct, maintain or operate an electric fence along a sidewalk or public way or along the adjoining property line of another person. [Ord. 11-O-686 § 2; Ord. 07-O-589 § 2; Ord. 06-O-572 § 1; Ord. 94-O-406.B § 2; Ord. 86-O-406 § 7.]

8.15.067 Surface waters and drainage.

No owner or person in charge of property shall:

A. Suffer or permit rainwater, ice or snow to fall from any building or structure onto a street or public sidewalk or to flow across the sidewalk;

B. Fail to install and maintain in a proper state of repair adequate drainpipes or a drainage system, so that any overflow water accumulating on the roof or about the building is not carried across or upon the sidewalk. [Ord. 11-O-686 § 2; Ord. 86-O-406 § 8.]

C. Fail to maintain or obstruct a private drainage storm water conveyance.

8.15.070 Earth from abutting property falling into street.

Any earth, debris, or other material which caves or falls into or upon any street or sidewalk from any adjacent or abutting real property is a nuisance, and the owner or occupant of such real property shall remove forthwith said earth, debris, or material. It shall be unlawful for any owner or occupant of any real property to permit such earth, debris, or other material to remain upon any street or sidewalk. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 51-O-013 § 99.]

8.15.080 Noise prevention.

A. It shall be unlawful for any person to create, assist in creating, permit, continue, or permit the continuation of any unreasonably loud, disturbing, or unnecessary noise; and further, no person shall conduct or maintain any condition, activity, operation, vocation or avocation which causes unreasonably offensive noise to either the neighborhood or the public at large. In the case of noise that is generated due to an activity that is permitted within the zone, specifically in the case of industrial or manufacturing zones, such noise shall not be deemed unreasonably offensive.

B. The following acts are declared to be violations of this chapter, but said enumeration shall not be deemed to be exclusive:

1. The use of any automobile or other vehicle, engine, stationary or moving instrument, device or thing so out of repair or used in such manner as to create a loud or unnecessary grating, grinding, rattling or other such noise;
2. The sounding of any horn or signaling device on any automobile or other vehicle on any street or public place, except as a necessary warning of danger to property or persons or as so used on emergency equipment;
3. Entertainment devices used in an abusive manner for the creation of prolonged and excessively loud noise;
4. The use of an electrical, mechanical or other device, apparatus, instrument or machine that causes interference with radio or television reception by radio or television receiver of good

engineering design unless said device or apparatus is duly licensed, approved and operated under the rules and regulations of the Federal Communications Commission;

5. Any person who operates powered construction equipment; erects, constructs, demolishes, excavates for; alters or repairs any building, structure, roadway or utility within the city in such a manner as to cause noise to be received beyond the boundaries of the property on which the construction work is occurring shall comply with the following:

a. Except for the pouring of concrete and roofing, no construction work shall be performed before 7:00 a.m. or after 7:00 p.m. on weekdays.

b. Except for the pouring of concrete and roofing, no construction work shall be performed before 8:00 a.m. or after 7:00 p.m. on weekends or holidays.

c. Provided, however, that in case of urgent necessity, permission may be granted by the city manager for construction activities to occur during otherwise proscribed hours. [Ord. 11-O-686 § 2; Ord. 10-O-674 § 2; Ord. 07-O-591 § 2; Ord. 86-O-406 § 9.]

8.15.085 Motor vehicles.*

Recodified at BMC 10.30.005. [Ord. 07-O-591 § 2; Ord. 06-O-571 §§ 1 – 5.]

* Code reviser's note: Ords. 06-O-571 §§ 1 – 5 and 07-O-591 § 2 were recodified at the request of the city.

8.15.087 Temporary use of a recreational vehicle or travel trailer.

A. All recreational vehicle parks within the city of Brookings shall conform to the electrical, fire, health, building, and plumbing ordinances of the city of Brookings, as amended, except as hereinafter specified.

B. It is a violation to use a recreational vehicle or travel trailer for living purposes within the city of Brookings except when parked within a licensed recreational vehicle park. A recreational vehicle or travel trailer may be used for temporary sleeping purposes within the city of Brookings provided as follows:

1. That the recreational vehicle or travel trailer is located entirely on private property that is residentially zoned and developed with a dwelling unit or there is an active building permit for a dwelling unit;

2. That no connection of any kind may be made to the city's water or sewer system; and

3. That the period of use for the property shall not exceed 14 days out of any calendar year.

C. It shall be a violation for any person, firm, or corporation owning or operating a recreational vehicle park in the city of Brookings to violate any of the provisions of this chapter. It shall be a violation for any person, firm, or corporation owning, maintaining, or in control of any recreational vehicle or travel trailer, or the occupant or tenant of any recreational vehicle or travel trailer in whatever capacity, to violate any provisions of this chapter. [Ord. 11-O-686 § 2; Ord. 09-O-642 § 2; Ord. 07-O-591 § 2.]

8.15.090 General abatement procedure.

A. Upon determination by the city manager or his designee that a nuisance/violation exists, the city shall cause a notice to be posted at the site of the nuisance/violation or mail the notice by certified mail or personally deliver the notice to the responsible party, directing the person responsible to abate the nuisance/violation. The city may record the notice of nuisance in the county recorder's office.

B. The notice to abate shall contain:

1. A general description, location or address of the real property on which the nuisance/violation exists;
2. A direction to abate the nuisance/violation within 10 days from the date of the notice;
3. A description of the nuisance/violation;
4. A statement that, unless the nuisance/violation is removed, the city may abate the nuisance/violation and charge the person responsible for abatement and administrative costs;
5. A statement that failure to abate a nuisance/violation may warrant imposition of a penalty;
6. A statement that the person responsible may dispute the existence of a nuisance/violation by giving a written statement to the city manager or his designee within 10 days from the date of the notice to abate;
7. An error in the name or address of the person responsible shall not make the notice void.

C. Within the 10-day period after the posting or mailing of such notice, the person responsible shall either remove and abate the nuisance/violation, or develop a plan acceptable to the city manager or his designee to remove or abate the nuisance/violation, or file his written statement setting forth his grounds that no nuisance/violation exists and request an administrative hearing.

D. If a written statement of dispute is filed within the period of time, there shall be a hearing scheduled within 15 days before the city manager. After hearing all relevant evidence and argument, the city manager shall determine whether or not a nuisance/violation in fact exists and provide a written statement of the decision. In BMC Title 17 cases, where the potential violation is a matter of ambiguity, the city manager's decision may be appealed to the planning commission pursuant to Chapter 17.156 BMC.

E. If the city manager determines that a nuisance/violation does in fact exist, the person responsible shall remove or abate the nuisance/violation within 10 days after determination is mailed. If, within such time, no appeal has been filed and the nuisance/violation has not been abated or removed by the person responsible, the city may cite the responsible person into municipal court for a violation of this chapter pursuant to BMC 8.15.110. In addition to the levying of a fine, if the city so requests, the municipal judge may order the nuisance abated by the city, the cost of such abatement to be recovered through a lien against the property.

F. If the city abates the nuisance/violation, the following shall apply:

1. The city, its officers and employees so charged with abatement of the nuisance/violation shall have the right at all reasonable times to enter into or upon the property to investigate and cause the removal of the nuisance/violation.

2. The city shall keep an accurate record of the expense incurred in abating the nuisance/violation, and shall additionally include a charge of \$150.00 or 15 percent of the abatement expenses, whichever is greater, for administrative overhead. Any bill unpaid from 30 days of mailing shall carry interest at the statutory rate per annum. The administrative services director, by registered or certified mail, shall forward to the person responsible a notice stating:

a. The total cost of abatement, including the administrative overhead;

b. That the cost as indicated will be assessed to and become a lien against the property unless paid within 30 days from the date of the notice;

c. That the administrative services director will temporarily enter the cost of abatement in the city's lien docket;

d. That if the person responsible objects to the cost of the abatement as indicated, he/she may file a notice of objection with the administrative services director not more than 10 days from the date of the notice.

3. If an objection is received on or before the expiration of 10 days after the notice was served, the city manager shall consider the objection and make a final determination regarding the cost to be assessed.

4. The lien shall thereupon be entered in the docket of the city liens; and, upon such entry being made, shall constitute a lien upon the property from which the nuisance/violation was removed or abated. The lien shall be enforced and shall bear interest at the statutory rate. The interest shall commence to run from the date of the entry of the lien in the lien docket. An error in the name of the person responsible shall not void the assessment, nor will a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 93-O-406.A §§ 7, 8; Ord. 86-O-406 § 10.]

8.15.100 Summary abatement.

The procedure provided by this chapter is not exclusive, but is in addition to procedures provided by other chapters and the general police powers of the city; and the city manager, the chief of the fire department, the chief of the police department and the building/fire safety officer may proceed summarily to abate a health or other nuisance which unmistakably exists and which imminently endangers human life or property. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 86-O-406 § 11.]

8.15.110 Penalties.

Pursuant to Chapter 1.05 BMC. [Ord. 11-O-686 § 2; Ord. 10-O-671 § 3; Ord. 07-O-591 § 2; Ord. 86-O-406 § 12.]

This chapter shall not be construed to hold the city responsible for any damage to persons or property by reason of the issuance of any permit for drainage improvements or development, the installation of any improvements, the collection or concentration of any diffused surface waters or the alteration, change, restriction, blockage, flooding or damages to watercourses or to other properties resulting therefrom, all of the aforesaid being the responsibility of the private property owners of the properties affected or involved. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 4.]

8.10.050 Duties of responsible party.

A. No person shall, intentionally or unintentionally, allow any debris, water contaminant, or potential water contaminant to enter the city's storm drain system.

B. Any person or persons who causes or allows any type of construction to take place on his or her property shall be responsible for the prevention of any debris, contaminant or potential contaminant from entering the city's storm drain system, and shall adhere to and abide by the guidelines for erosion control and sediment prevention, as described in the City of Brookings Standard Specifications and Uniform Standard Details for Public Works.

C. No person or persons shall allow any debris, contaminant, or potential contaminant from accumulating on any city street, alley, sidewalk, or public way adjacent to his/her property to an extent that said debris, contaminant, or potential contaminant, if allowed to enter the city's storm drain system, could cause a disruption to the proper functioning of the city storm drain system, and necessitate cleaning of any portion of the city storm drain.

D. All property owners within the city of Brookings shall, within 10 days after they shall have actual notice that a watercourse, drainage channel, or storm drain, or drainage appurtenance on or adjacent to property owned by them is obstructed or constricted, remove such obstruction or constriction, and in the event such watercourse shall form the boundary between properties, it shall be the duty of each adjacent property owner to remove such obstruction or constriction. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 5.]

8.10.060 General abatement procedure.

Nuisances contained in this chapter shall be abated pursuant to BMC 8.15.090. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 6.]

8.10.070 Penalties.

Pursuant to Chapter 1.05 BMC. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 7.]

8.10.080 Continuing violations.

In the event of a continuing violation of this chapter, each day during which such violation exists shall be deemed a separate offense hereunder. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 8.]

Chapter 8.10 WATERCOURSES, DRAINAGE CHANNEL MAINTENANCE, STORM DRAIN PROTECTION

Sections:

[8.10.005](#) Definitions.

[8.10.010](#) Alteration, change, restriction, blockage or contamination of watercourses, drainage channels, storm drains prohibited – Collection or concentration of surface waters prohibited.

[8.10.020](#) Permit required.

[8.10.030](#) Specification of damages.

[8.10.040](#) Indemnification of city.

[8.10.050](#) Duties of responsible party.

[8.10.060](#) General abatement procedure.

[8.10.070](#) Penalties.

[8.10.080](#) Continuing violations.

8.10.005 Definitions.

For the purpose of this chapter, the following definitions apply:

A. "Construction" includes, but is not limited to, constructing any of the following: a building, an addition to a building, landscaping, sidewalks, or driveways, irrespective of size.

B. "Contaminant" means any substance or material such as, but not limited to, oil, gasoline, antifreeze, animal waste, lawn and yard fertilizers, defoliants, paint, or chemicals intended for insect control, that could cause harm, or otherwise have an adverse effect on the city's storm drain system.

C. "Debris" means any foreign material such as, but not limited to, trackout, sediment from erosion, landscaping supplies, lawn clippings, leaves, brush, tree trimmings, household trash, litter, and concrete.

D. "Landscaping" means the process of arranging soil, trees, shrubs, grass, irrigation systems, or other commonly used landscaping materials on a piece of property. For this chapter, landscaping does not include routine lawn or yard maintenance such as grass mowing.

E. "Responsible party" or "person responsible" means the owner, occupant or other person entitled to possession of the property.

F. "Storm drain system" means the system of pipes, manholes, curbs, gutters, curb inlets, catch basins, canals, ditches, detention basins, ponds and streams intended to convey stormwater runoff.

G. "Trackout" means the tracking of mud, soil, debris, or contaminant onto any street, alley, sidewalk, or public way. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2.]

8.10.010 Alteration, change, restriction, blockage or contamination of watercourses, drainage channels, storm drains prohibited – Collection or concentration of surface waters prohibited.

A. No watercourse, drainage channel, or storm drain shall be altered, changed, restricted, contaminated or blocked in any manner, nor shall diffused surface waters be collected or concentrated in any manner until or unless a drainage plan prepared by an Oregon-registered professional engineer shall have been submitted to and approved by the city manager or his/her designee.

B. Drainage Channel Obstruction – Nuisance. It is a violation for any person, persons, firm or corporation, or any agent for such person, persons, firm or corporation, or any employee thereof, to cause or allow the growth of vegetation or the presence of a blockage or accumulation of debris within any natural or manmade drainage channel within the city to the point that the natural flow of water within that drainage is substantially impeded, diverted or altered from its most efficient course. Violations of this section will be abated pursuant to BMC [8 15.090](#) and shall be punishable as an ordinance violation pursuant to Chapter [1.05](#) BMC. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 1.]

8.10.015 Maintenance of drainage channels and underground storm drains

A. Surface drainage channels must be kept free of debris and maintenance activities shall comply with local, federal and state law.

B. Storm drain pipes must be maintained to prevent failure or obstruction.

C. It is a violation and deemed a nuisance for any person, persons, firm or corporation, or any agent for such, or employee thereof to allow a storm drain conveyance located on property under their ownership to become ineffective due to a lack of maintenance of such system. Violations of this section will be abated pursuant to BMC [8.15.090](#) and shall be punishable as an ordinance violation pursuant to Chapter [1.05](#) BMC.

8.10.020 Permit required.

A public works permit is required per Chapter [12.45](#) BMC for any and all work in a public right-of-way, waterway or drainage course and may be terminated by order of the city for failure by the property owner to properly maintain the improved waterway and drainage appurtenances in a safe and workmanlike manner. [Ord. 12-O-704 § 2; Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 2.]

8.10.030 Specification of damages.

The property owner or any person, firm or corporation which shall have altered or changed a watercourse, allowed restriction, contamination or blockage thereof in any manner whatsoever, or increased the drainage runoff flow so as to cause flooding or damage to other properties, shall be liable in damages arising out of such alteration, change, restriction, blockage, flooding or damage for such actions. [Ord. 11-O-686 § 2; Ord. 07-O-591 § 2; Ord. 88-O-429 § 3.]

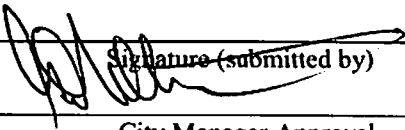
8.10.040 Indemnification of city.

CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: July 1, 2013

Originating Dept: City Manager


Signature (submitted by)

City Manager Approval

Subject: Tourism Promotion Advisory Committee Review

Financial Impact: See below.

Background/Discussion:

The City Council appointed a Tourism Promotion Advisory Committee (TPAC) in October, 2012. Since that time, the Committee has held eight meetings. Regular attendance of members has declined from eight to six, with Brent Siebold having resigned upon his retirement from State Parks and member Jeremy Small not having attended in some months.

To date, TPAC has:

1. Made recommendations to the City Council on categories for which the City's 2012-13 tourism promotion Transient Occupancy Tax allocation should be spent. These recommendations were approved by the City Council and are as follows:
 - \$17,500 for a television advertising campaign.
 - \$10,000 to provide incentives for new off-season events.
 - \$10,500 for an Internet advertising campaign.
2. Interviewed and made a split recommendation on the selection of a television advertising campaign provider.
3. Provided advice/direction to the television advertising campaign contractor concerning program content.
4. Reviewed three proposals for grant funding under the off-season event program, recommending one for approval.
5. Received, but tabled, consideration of three proposals for Internet advertising.
6. Participated in the Rural Tourism Studio Project.

The 2012-13 fiscal year has now come to a close, and a new allocation of funding is budgeted for 2013-14. Staff is seeking direction as to whether TPAC should be requested to provide recommendations for funding allocations for fiscal 2013-14.

There was some discussion at the time of TPAC's formation as to whether the Committee would be made permanent and, if so, the number of members/terms/etc. Additionally, Mayor Hedenskog and the City Manager have met with representatives of the Port District to discuss a partnership in tourism promotion. This matter was considered prior to the formation of TPAC and staff is seeking direction as to whether we should be pursuing this matter.

Attachment(s):

- a. Draft Intergovernmental Agreement with Port District as proposed in August, 2012
- b. Draft Intergovernmental Agreement with Port District for joint promotional development.

AGREEMENT

(City of Brookings/Brookings-Harbor Port District)

THIS AGREEMENT, effective as of August 1, 2012, by and between the CITY OF BROOKINGS “(CITY)”, a municipal corporation of the State of Oregon,; and the BROOKINGS-HARBOR PORT DISTRICT (“PORT”), an Oregon Not For Profit Corporation.

RECITALS

WHEREAS, the Common Council of CITY desires to contract for a tourism promotion program utilizing funds from motel taxes collected within the City of Brookings, and

WHEREAS, PORT has the capability and desire to undertake such a tourism promotion program,

AGREEMENT

NOW, THEREFORE, for and in consideration of the sums to be paid by CITY and the obligations to be performed by PORT as hereinafter set forth, the parties hereto mutually covenant, stipulate and agree as follows:

1. Promotions Fee. CITY agrees to pay to PORT a fee to perform a specified program of activities as agreed upon during the City of Brookings annual budget preparation and adoption process. Said agreed upon fee shall equal 25% of the *monthly collected* motel tax by CITY *during the previous month.*

2. Payment. Monies payable under Paragraph 1 shall be transmitted by CITY to PORT monthly, by the 15th day of the following month.

3. Promotions Program. PORT shall develop a tourism promotion plan to be jointly approved by respective CITY and PORT governing boards. PORT shall implement said agreed upon program designed to promote tourism and local and special events in the Brookings area. Such programs may include, but are not limited to: radio, television, and magazine advertisements; mailings; flyers; billboards; and other advertising methods designed to both promote tourism and local and special events, and to inform visitors as to scenic and historic attractions, entertainment, restaurants, accommodations, and other matters of special interest to visitors. PORT will be solely responsible to furnish all labor and supplies necessary to develop and implement such program. PORT shall operate a Visitor Information Center (the “Center”) during the hours set forth in Paragraph 4.

4. Visitors Center. PORT shall operate a Visitor Information Center (the “Center”) with operating days and hours substantially as follows:

October through March:	8 hours/day	5 days/week
April through May:	8 hours/day	5 days/week
	4 hours/day	Saturdays
June through September:	8 hours/day	5 days/week
	4 hours/day	Sat/Sundays

5. Promotions Committee. CITY shall appoint a seven member Tourism Promotions Committee whose membership shall consist of representatives of the tourism and hospitality industry. Said committee shall be advisory to CITY and PORT staff in the development of tourism promotion programs and strategies.

6. Books and Records. PORT shall prepare an accounting of fees received from CITY under Paragraph 1 and disbursements made by PORT under Paragraph 4 separate and apart from its general books of account (the "Promotions Ledger"). The City Manager or his/her designee may examine the Promotions Ledger during normal business hours after providing written notification to the PORT at least 48 hours prior to the time such examination is to be held. Information provided by PORT to CITY under this Paragraph 6 shall not be considered the confidential property of PORT. Nothing contained herein shall be interpreted to grant CITY access to the general books, papers and accounting records of PORT or any other material of PORT, except as specifically set forth in this Agreement.

7. Reports. PORT shall file a copy of the Promotions Ledger with the City Manager on a monthly basis. PORT understands that such filings shall be considered public information. In addition, PORT shall file with the City Manager on or before *August 31* of each year, a program report detailing performance accomplishments, suggestions and problems occurring under this Agreement to that point in time.

8. PORT Covenants. PORT, in receiving monies from CITY and in providing services to CITY hereunder, shall:

(a) Not discriminate in providing services hereunder on the basis of age, race, sex, color, religion or national origin.

(b) Not assign, transfer or delegate to any third party complete operational authority for services performed under this Agreement without the prior written consent of CITY, which consent will not be unreasonably withheld or delayed.

9. PORT shall contribute, either through cash or in-kind services, an amount of funds equal to the amount provided by CITY under this Agreement.

10. Indemnity. PORT shall be solely responsible and shall hold CITY harmless from all matters relating to PORT'S performance under this Agreement, including payment of its employees in compliance with social security, withholding and other regulations governing such matters. PORT shall, at all times, indemnify and hold CITY harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, including attorney fees, which CITY may sustain or incur as a result of errors or omissions in PORT'S performance under this Agreement. CITY shall, at all times, indemnify and hold PORT harmless from and against any and all actions or causes of action, claims, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, including attorney fees, which PORT may sustain or incur as a result of errors or omissions in CITY'S performance under this Agreement.

11. Term. This Agreement shall take effect on the 1st day of July 2012, and shall remain

in effect for a period of one year or until terminated as described in this Agreement.

12. Termination. Either party for any reason may terminate this agreement upon 30 days written notice. In addition, this Agreement may be terminated automatically if it is later determined that any of its terms conflicts with or are preempted by state law, now existing or hereafter enacted.

13. Compliance With Law. PORT shall observe and comply with all local, state and federal laws, ordinances and regulations applicable to the services described in this Agreement.

14. Notices. The addresses of the parties to this Agreement for purpose of any notices permitted or required under this Agreement are as follows:

CITY:

City of Brookings
898 Elk Drive
Brookings, OR 97415

CONTRACTOR:

Brookings-Harbor Port District
P.O. Box 846
Brookings, OR 97415

15. Integration. This Agreement constitutes the entire and fully integrated agreement between the parties. All prior negotiations or agreements between the parties, oral or written, are superseded by, and included in, this Agreement.

16. Modification. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties by their duly authorized representatives.

17. Titles and Headings. Titles and headings to sections and paragraphs herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein above written.

CITY OF BROOKINGS,
A municipal corporation

BROOKINGS-HARBOR
PORT DISTRICT

By _____
CITY Mayor Ron Hedenskog

By _____
PORT President

ATTESTED
this ____ day of _____, 2012

City Recorder Joyce Heffington

JOINT MARKETING AGREEMENT
(City of Brookings/Brookings-Harbor Port District)

THIS AGREEMENT, effective as of _____, 2013, is by and between the CITY OF BROOKINGS "(CITY)", a municipal corporation of the State of Oregon,; and the BROOKINGS-HARBOR PORT DISTRICT ("PORT"), an Oregon Not For Profit Corporation.

RECITALS

WHEREAS, CITY's Common Council and PORT's Board of Commissioner desire to develop a cooperative program for tourism promotion program; and

WHEREAS, CITY shall dedicate 30 percent of Transient Occupancy Tax Revenues received toward development of a joint tourism promotion program; and

WHEREAS, PORT shall contribute, either through cash or in-kind services, an amount of funds at least equal to the amount provided by City.

AGREEMENT

NOW, THEREFORE, the parties hereto mutually covenant, stipulate and agree as follows:

1. Promotions Program. CITY and PORT shall develop a tourism promotion plan to be jointly approved by respective CITY and PORT governing boards. Said program shall be designed to promote tourism and local and special events in the Brookings area. Such programs may include, but are not limited to: radio, television, and magazine advertisements; mailings; flyers; billboards; and other advertising methods designed to both promote tourism and local and special events, and to inform visitors as to scenic and historic attractions, entertainment, restaurants, accommodations, and other matters of special interest to visitors.

Said tourism promotion program may be conducted by CITY and/or PORT staff by contract to one or more third parties.

2. Term. This Agreement shall take effect on _____, 2013, and shall remain in effect for a period of one year or until terminated as described in this Agreement.

3. Termination. Either party for any reason may terminate this agreement upon 30 days written notice. In addition, this Agreement may be terminated automatically if it is later determined that any of its terms conflicts with or are preempted by state law, now existing or hereafter enacted.

4. Compliance With Law. PORT and CITY shall observe and comply with all local, state and federal laws, ordinances and regulations applicable to the services described in this Agreement.

5. Notices. The addresses of the parties to this Agreement for purpose of any notices permitted or required under this Agreement are as follows:

CITY:

City of Brookings
898 Elk Drive
Brookings, OR 97415

CONTRACTOR:

Brookings-Harbor Port District
P.O. Box 846
Brookings, OR 97415

6. Integration. This Agreement constitutes the entire and fully integrated agreement between the parties. All prior negotiations or agreements between the parties, oral or written, are superseded by, and included in, this Agreement.

7. Modification. This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of each of the parties by their duly authorized representatives.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first herein above written.

CITY OF BROOKINGS,
A municipal corporation

BROOKINGS-HARBOR
PORT DISTRICT

By _____
CITY Mayor Ron Hedenskog

By _____
PORT President

ATTESTED
this ____ day of _____, 2013

City Recorder Joyce Heffington