

City of Brookings Meeting Agenda

CITY COUNCIL WORKSHOP

Monday, March 3, 2025, 5:00pm

EOC, 888 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics

- 1.** Rainbow Rock Service Association – Request for Water Service [Pg. 1]
 - a.** Draft Agreement [Pg. 2]
 - b.** SDC/Fees [Pg. 9]
 - c.** RRSA Request Letter, January 11, 2019 [Pg. 10]
 - d.** Oregon Health Authority Support Letter January 3, 2019 [Pg. 15]
- 3.** Vacant Commercial Property Ordinance [Pg. 17]
 - a.** City of Veneta – Vacant Property Ordinance and Registration Form [Pg. 19]

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 at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.


CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 3, 2025

Originating Dept: PW/DS



Signature (submitted by)

City Manager Approval

Subject: Rainbow Rock Service Association – Request for Water Service

Background/Discussion:

Pacific Vista Condominiums which includes 60 single family units are located at 17744 Highway 101. The property is located just outside city limits but is still within the urban growth boundary. Rainbow Rock Service Association (RRSA) provides water and wastewater services to Pacific Vista Condominium Association (PVCA) and is requesting the City's consideration of RRSA purchasing water from the City of Brookings that they would then re-sell to PVCA. Oregon Health Authority (OHA) supports water system interconnection and consolidation.

RRSA currently has a functioning water treatment plant with right(s) to draw water from surface waters located on South Coast property (formerly Rio Tinto -BORAX). RRSA is considering the shutdown of their water treatment plant and propose to continue using the 75,000 gallon storage tank that would be supplied from a city water connection through a single three inch meter.

The Brookings Municipal Code (BMC), Section 13.05.060, Description of service. (C). Special Contracts states that "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."

Staff has prepared draft agreement for your review.

Attachments:

- a. Draft Agreement
- b. SDC/Fees
- c. RRSA Request Letter, January 11, 2019
- d. Oregon Health Authority Support Letter, January 3, 2019

**WATER PURCHASE AGREEMENT
CITY OF BROOKINGS AND RAINBOW ROCK SERVICE
ASSOCIATION**

THIS WATER PURCHASE AGREEMENT ("Agreement") is entered into by and between the City of Brookings (the "City"), a political subdivision of the State of Oregon, and the Rainbow Rock Service Association ("RRSA"), an Oregon non-profit mutual benefit corporation (collectively, the "Parties").

Recitals

The below recitals are provided as background information and to provide historical context to the Agreement. The below recitals are not incorporated into this Agreement and do not impose any additional duties or conditions on the parties or relieve the parties of any duties provided herein.

- A. The City provides water service to its customers in accordance with the Brookings Municipal Code, and state and federal statutes.
- B. Rainbow Rock Service Association is organized and operated to provide potable water to the residents of Pacific Vista Condominium Association ("PVCA").
- C. RRSA has applied to purchase water from the City.
- D. The City has agreed to provide water services to RRSA to serve the PVCA condominiums (referred to herein as the "RRSA Service Area" and further described in Exhibit B, which is attached to this Agreement) pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the City and RRSA hereby agree as follows:

Section 1. Application of City Law; Effect of Agreement. This Agreement is subject to all applicable provisions of the Brookings Municipal Code regarding water service, including but not limited to: installation of water facilities, system development charges ("SDCs"), and water service billing and payment requirements, as such provisions may now exist or may be amended in the future.

A. The Parties agree and acknowledge that City is the owner and operator of its water system and water rights used in its utility operations. The purchase of water under this Agreement will not constitute purchase of ownership rights to water or any portion of the water system owned and operated by City, except as may be specified herein or may be established by separate agreement. Nothing in this Agreement will preclude the parties from entering into separate agreements involving emergency or mutual-aid situations.

Section 2. Original Term and Renewal Term. This Agreement shall be effective as of the last date the Agreement is signed by the City and RRSA, and shall continue for an Original Term of five (5) years unless otherwise terminated as provided herein. This Agreement shall automatically renew for one additional five (5) year Renewal Term unless either party provides at least twelve months' written notice for cause, of its intent not to renew prior to the expiration of the Original Term.

Section 3. City's Duties; Water Service Conditions and SDC Payments. During the term of this Agreement the City shall provide RRSA with water service subject to the following conditions:

A. The City will set a 3" water meter in the public right of way south of the entrance to the RRSA Water Treatment Facility located at 40S-14W-26 tax lot 102. RRSA agrees to pay to the City all material and labor costs associated with the installation of the meter before the meter is turned on.

B. RRSA agrees to pay a System Development Charge (SDC) for connecting to the City's water system. The sum of the SDCs shall be \$26,857. RRSA agrees to pay this amount to the City prior to the installation of the meter as provided herein.

C. The City will bill and RRSA will pay for such water service as more particularly described on the attached rate sheet, which by this reference is incorporated into this Agreement as Exhibit A.

D. The City will maintain the meter and water lines to the location of the meter. RRSA will maintain the water lines and all other equipment after the meter. All maintenance and work shall be done by a qualified technician with proper state and City certifications and must comply with City and state rules, regulations, ordinances, and specifications.

E. The City will make every endeavor to set the meter and begin water service no later than DATE, so long as the City receives the SDC payment from RRSA, as described in Section 3.B above, prior to beginning such waterservice.

F. The City shall not be responsible for maintenance or repair of any water pipes, fixtures or other water apparatus on RRSA's side of the water meter.

G. Subject at all times to applicable Brookings Municipal Code provisions, if the City experiences a temporary increase in demand from the City's water customers within the City limits of Brookings, and such temporary increase in demand precludes the City from simultaneously satisfying RRSA's water demand, the City may temporarily limit RRSA's use of City water to meet the temporary increase in demand from the City's water customers within the City limits, so long as such limitations are consistent with the City's Water Management and Conservation Plan and other applicable provisions of the Brookings Municipal Code. If the increase in demand from the City's water customers within the City limits is permanent and the City is unable to meet both the increase in demand and RRSA's demand, RRSA and the City shall meet to seek a mutual agreement on the terms of further water service, planning, engineering, construction, and any other miscellaneous costs associated with continued water service to RRSA.

H. Subject at all times to Brookings Municipal Code provisions, water delivery by the City to RRSA may be temporarily suspended if the City finds that, due to a water shortage or emergency or due to water quality issues, the provision of water under this Agreement will likely present a health, safety, or welfare risk to City residents or to RRSA. Under such circumstances, the City will comply with the City's Water Management and Conservation Plan and other applicable provisions of the Brookings Municipal Code, and endeavor to provide as much notice as possible, assist RRSA in securing an emergency alternate water supply, and reasonably and safely resume

water service.

Section 4. RRSA's Duties; Payment. During the term of this Agreement, RRSA shall be entitled to receive water service from the City subject to this Agreement and the following conditions:

A. RRSA shall timely pay to the City the applicable monthly rates/fees as described in Exhibit A.

B. RRSA shall install a City-approved Reduced Pressure Zone ("RPZ") backflow prevention device on RRSA's side of the meter, and RRSA agrees that it will not permit any plumbing branches or piping to other facilities to be installed between the meter and the backflow prevention device. RRSA agrees to install, test, and maintain the backflow prevention device as provided by City rules, regulations, ordinances or policies. RRSA agrees to comply with City requests to inspect all facilities for compliance with this Agreement and agrees to replace or repair any facilities which in the City's sole discretion require replacement or repair.

C. RRSA agrees that it shall be responsible for all costs of maintenance or repair of the water pipes, backflow prevention device, fixtures or other water service apparatus on its side of the water meter, and further agrees that the City shall not be responsible for such costs.

D. At no time shall RRSA resell or provide water it purchases from the City to any persons or entities located outside of RRSA's Service Area, which is further described on the attached Exhibit B, which by this reference is incorporated into this Agreement.

E. If, at a later time, an Annexation Agreement is approved by all parties, that agreement will supersede this agreement and the RRSA Water Right Certificate Nos. 79230, 79231, 79232, and 79233 will be conveyed to the City at that time.

Section 5. Assignment. RRSA shall not assign, transfer or attempt to assign or transfer, or permit any involuntary assignment or transfer of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the City.

Section 6. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 7. Waiver. A provision of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. No waiver of any portion of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

Section 8. Termination.

A. This Agreement may be terminated at any time by mutual written consent of the Parties.

B. This Agreement may be terminated by RRSA upon 90 days' written notice to the City for any reason or no reason. Upon such termination, RRSA agrees to pay the City any and all amounts due and owing under this Agreement and to, at no cost to the City: 1) promptly remove any connections or facilities which allow access to City water in compliance with the Brookings Municipal Code and City rules and regulations; 2) allow City inspection of such connection removals; and 3) at RRSA's expense, allow the City to correct any faulty removals if, in the City's sole discretion, such corrections are called for.

C. This Agreement may be terminated by the City upon 90 days' written notice to RRSA if RRSA materially breaches the Agreement and fails to cure such breach within 30 days of receiving written notice from the City. Nothing in this section is intended to restrict the City's right to temporarily curtail water service due to a public health emergency. For the purposes of this section, material breach is defined as the failure to abide by any of RRSA's duties, responsibilities and requirements set forth in Sections 3, 4 or 5 above. Nothing in this section shall restrict the City's right to temporarily curtail water service due to public health or water shortage concerns.

D. Termination under any provision of this Section 8 shall not affect any right, obligation, or liability of RRSA or the City which accrued prior to such termination; nor will it affect any rights to indemnification herein.

Section 9. Amendments. This Agreement may be amended only by an instrument in writing executed by both Parties.

Section 10. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the Parties with respect to such subject matter.

Section 11. Expenses. Each Party shall bear its own expenses in connection with this Agreement and the transactions contemplated by this Agreement.

Section 12. Governing Law and Venue. This Agreement has been made entirely within the State of Oregon. This Agreement shall be governed by and construed based on laws of the State of Oregon. If any suit or action is filed by any Party to enforce any provision of this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in Curry County, Oregon.

Section 13. Indemnification and Insurance.

A. Liability Apportionment; Indemnification by RRSA. RRSA will retain sole liability for water service provided to its users and regarding the maintenance and construction of its water system. RRSA agrees that no liability will attach to City on account of any failure of supply or changes of pressure, flow rate, or water quality due to circumstances beyond the reasonable control of City, acting in accordance with the standards of care common and usual in the municipal water supply industry. (Examples of such circumstances include, but are not limited to, natural events such as earthquakes, landslides, droughts, and floods and human caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.) Notwithstanding anything to the contrary in this Agreement, RRSA shall indemnify, defend, save, and hold harmless the City, its officers, employees, and agents from any and all third-party claims, suits, actions, or other liabilities, including attorney fees and costs, arising out of or related to this Agreement or services provided hereunder. However, this RRSA indemnification

shall not apply to gross negligence, malfeasance or curtailment of service not specified by rule consistent with the State of Oregon or the City of Brookings Municipal Code. This indemnification provision shall survive the termination or expiration of this Agreement.

B. Liability Apportionment; Indemnification by the City: City will retain sole liability for water service provided to its users and regarding the maintenance and construction of its water system. Subject at all times to the tort claim limitations in the Oregon Tort Claims Act and the Oregon Constitution and notwithstanding anything to the contrary in this Agreement, the City shall indemnify, defend, save, and hold harmless RRSA, its officers, employees, and agents from any and all third-party claims, suits, actions, or other liabilities arising out of or related to City's gross negligence or malfeasance related to this Agreement. This indemnification provision shall survive the termination or expiration of this Agreement.

C. The Parties agree not to bring or file any suits, actions, or claims against each other related to this Agreement and to the services provided hereunder. This provision does not apply to any claims asserting a breach of this Agreement. This provision shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed:

CITY OF BROOKINGS

By: Tim Rundel, City Manager

Date

RAINBOW ROCK SERVICE ASSOCIATION

By: _____

Date

CITY OF BROOKINGS MONTHLY WATER & SEWER RATES

EXHIBIT A

Effective 7/1/24

Basic Monthly Rate \$105.68 OCL \$39.53

Meter Reading (Usage) = cubic feet 7.48 gallons = one cubic foot

Type	Location	Monthly Service Charge	Water	Sewer	SRF-Water	SRF-Sewer	SRF-Streets	SRF-Stormwater	Public Safety Fee
Single Family	ICL	NONE	\$15.23 + \$3.29 per 100 cu ft	\$73.28	\$3.74	\$4.80	\$0.00	\$5.23	\$3.40
Multi Family	ICL	NONE	\$15.23 + \$3.29 per 100 cu ft	\$73.28 per unit	\$3.74/unit	\$4.80/unit	\$0.00/unit	\$5.23/unit	\$3.40/unit
Single Family	OCL	NONE	\$30.46 + \$6.58 per 100 cu ft	**not provided**	\$3.74	\$0.00	\$0.00	\$5.23	\$0.00
Multi Family	OCL	NONE	\$30.46 + \$6.58 per 100 cu ft	**not provided**	\$3.74/unit	\$0.00	\$0.00/unit	\$5.23/unit	\$0.00/unit
Gen Comm.	ICL	\$4.12	\$15.23 + \$3.29 per 100 cu ft	\$8.03 per 100 cu ft of water usage	3.74*	4.80*	\$0.00	5.23*	\$3.40*
Restaurant	ICL	\$4.12	\$15.23 + \$3.29 per 100 cu ft	\$9.10 per 100 cu ft of water usage	3.74*	4.80*	\$0.00	5.23*	\$3.40*
Schools	ICL	\$4.12	\$15.23 + \$3.29 per 100 cu ft	\$4.77 per 100 cu ft of water usage	3.74*	4.80*	\$0.00	5.23*	\$3.40*
Churches	ICL	\$4.12	\$15.23 + \$3.29 per 100 cu ft	\$4.64 per 100 cu ft of water usage	3.74*	4.80*	\$0.00	5.23*	\$3.40*
Commercial	OCL	\$4.12	\$30.46 + \$6.58 per 100 cu ft	**not provided**	3.74*	\$0.00	\$0.00	5.23*	\$0.00
Industrial (Mill)	ICL	\$4.12	\$15.23 + \$3.29 per 100 cu ft	\$14.24 per 100 cu ft of water usage	3.74*	4.80*	\$0.00	5.23*	\$3.40*
									*per Equivalent Dwelling Unit

Service Deposit Fees:

Owner or Renter - Single Family Home
or Single Business

LATE FEE \$20.00
SHUT OFF FEE \$45.00

After Hours Call Out Fee \$170.00

Water

\$0.00 **PER UNIT Low Risk**
\$200.00 **PER UNIT Medium Risk**
\$300.00 **PER UNIT High Risk**

Fire Hydrant \$6.58/100 cu ft
Fire Hydrant Installation \$130.00

Sewer Service

Account Setup Fee

\$25.00 nonrefundable

Cleaning Water \$50.00/14 calendar days water service

Vacation Rates

Inside City Limits \$35.00 Turn Off/On
Outside City Limits \$45.00 Turn Off/On

Meter Test \$60.00

Temporary Construction Service \$120.00

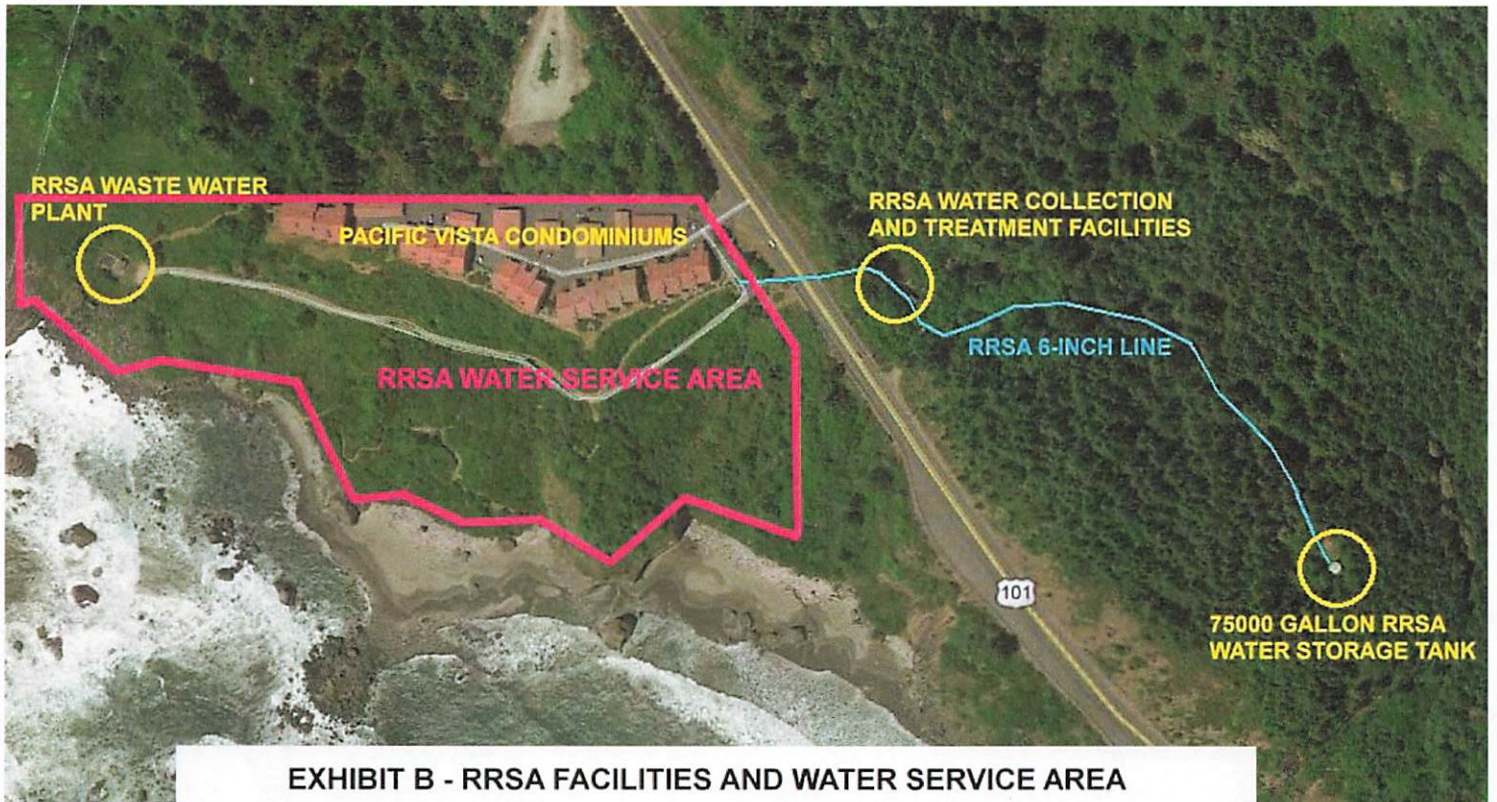


EXHIBIT B - RRSA FACILITIES AND WATER SERVICE AREA

RAINBOW ROCK CONDOS**WATER ONLY**

Approximate Monthly Water Billing for Single Customer with 60 units:

	Base Fees		Total Base Fee Billing
Water	\$ 30.46	with 5,000 gal of usage per day	\$ 1,349.98
Sewer	\$ -		\$ -
SRF-Water	\$ 3.74		\$ 224.40
SRF-Sewer	\$ -		\$ -
SFR-Streets	\$ -		\$ -
SFR-Stormwater	\$ -		\$ -
Public Safety Fee	\$ -		\$ -
	<u>\$ 34.20</u>		<u>\$ 1,574.38</u>

*usage = \$0.0658 per cubic foot

\$ 26.24 per unit

Above estimate is for single, out of City water service (without annexation)**FEES/MATERIALS****PRICES APPROXIMATE - MAY INCREASE**

Water SDC fees for 60 units (10 EDU's) \$26,331 + 526.62 Admin Fee	\$	26,857.62
3" Water Connection Fee/Materials	\$	8,598.34
3" Water Meter	\$	2,271.20
Required Backflow Assembly - Customer to purchase and install		?

FUTURE ANNEXATION COSTS**Approximate Costs**

Annexation Land Use Fees	\$	6,672.00
SDC fees for 60 units	\$	803,095.94

January 11, 2019

Rainbow Rock Service Association
17744 Highway 101 N #100
Brookings, OR 97415

Janell Howard, City Manager
898 Elk Drive
Brookings, OR 97415

Dear Manager Howard:

This letter is intended to be a starting point for investigating the possibility that Rainbow Rock Service Association could become a purchasing water system from the City of Brookings. With this letter, RRSA will attempt to lay out some of the background on its system, some conceptual ideas about the layout of an RRSA connection to City water, the need for discussions about costs, and a little about the benefits of such a connection both to RRSA and to the City. RRSA is aware that the City of Brookings does not have an established protocol for providing water to a community drinking water system outside city limits such as RRSA. We know that this would require approval by the Brookings City Council.

Rainbow Rock Service Association (RRSA) has been providing sewer and water service for the Pacific Vista Condominium Association (PVCA) for over 30 years. RRSA owns three parcels north of the City of Brookings, outside the City limits. One of those parcels is the location of the RRSA water treatment plant; another on top of an adjacent hill holds the 75000 gallon water tank used to serve water to PVCA; the last parcel is the location of the RRSA sewage treatment plant, west of the condominiums. Please see Figure 1 for an overview of the locations of the aforementioned facilities. The RRSA public drinking water system is PWS#41-01361.



Figure 1 - An overview map of the locations of the RRSA facilities.

At the RRSA drinking water collection and treatment facility, surface water is collected from a watershed located primarily in the city limits on property owned by Borax Corporation. The water treatment plant does not run continually; it is instead turned on to supply the 75000 gallon tank only when its level drops. When the treatment plant is operating, it makes treated water at a rate of 20 gallons per minute. In a year, the plant delivers between 2 million and 2.5 million gallons of treated water to the storage tank. A 6-inch pipe from the storage tank on RRSA property passes under Highway 101 to the PVCA property providing both the supply of drinking water and water for the emergency fire system.

The RRSA infrastructure, in particular the 75000 gallon storage tank and the 6-inch distribution line, functions to handle all spikes in usage at the condominiums including daily and monthly variations, and regular flushing of the fire hydrants. As long as water is treated at the RRSA plant and delivered to the storage tank at a rate greater than the average long-term usage rate, the tank can be kept at high levels. Even during the very highest summer occupancy at the condominiums, the peak daily water use (only seen a handful of days a year) is 12000 gallons, or an average rate during those rare high-usage days of about 8 gallons per minute. Applying a typical peaking factor of 2.5 to that 8 gallons per minute, one gets 20 gallons per minute as peak instantaneous usage. It is apparent why the treatment plant running at 20 gallons per minute has always easily kept the storage tank near full. This is being mentioned now for a later discussion on the needed connection size.

Figure 2 shows a schematic from the Oregon Health Authority of the layout of the current RRSA water treatment system. The plant is an advanced system utilizing UV disinfection in the final stage.

Water System Schematic

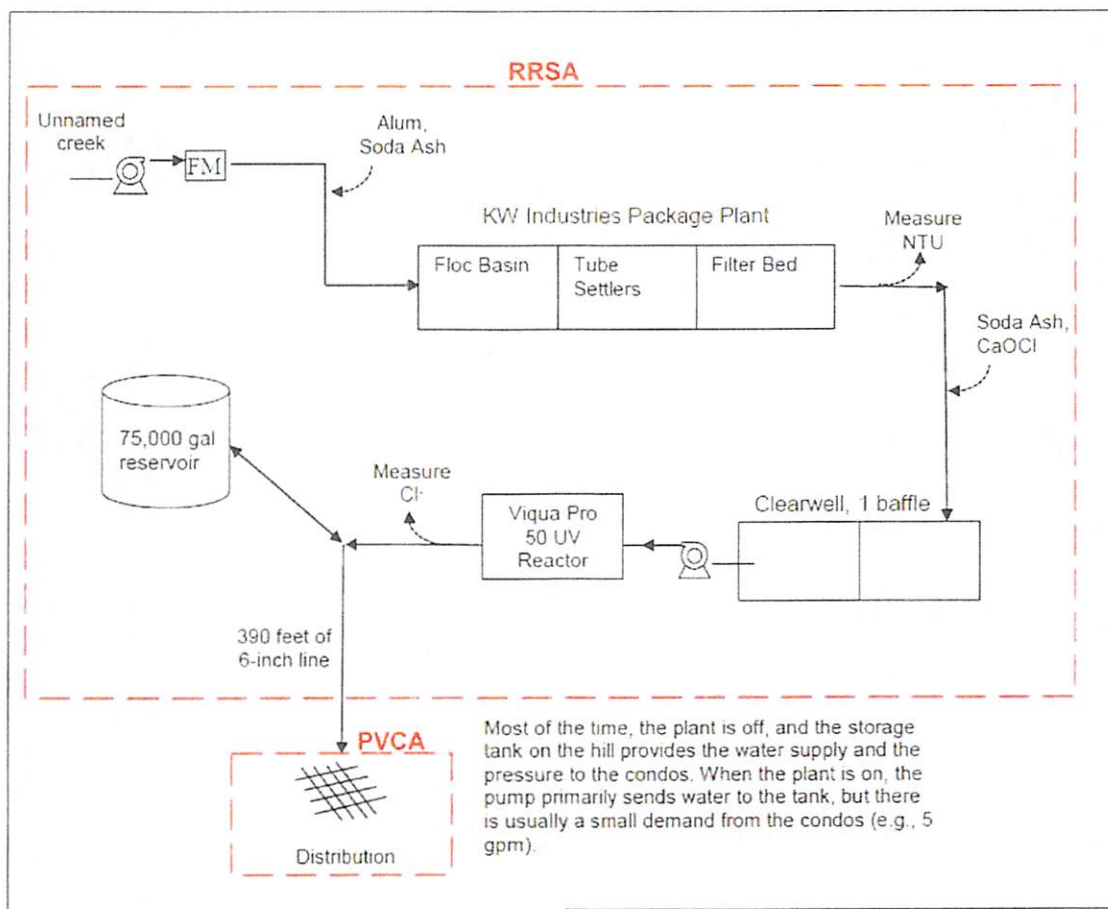


Figure 2 - RRSA Water System Schematic

Drinking water is tested daily and lab tests always come back far exceeding State quality standards. The 6-inch water distribution line from the RRSA storage tank to the PVCA condominiums passes under Highway 101 approximately 200 feet south of the entrance to the condominiums.

What is being considered is eliminating the treatment plant in the schematic and replacing it with an RRSA connection to the City water line. It is important to note that this should not be viewed as a connection of the Pacific Vista Condominiums to City water. A direct connection to the condominiums would be a completely different arrangement. In this letter, RRSA is putting forth an interest in purchasing water to fill the RRSA storage tank, while the service to PVCA would remain the function of RRSA and its existing infrastructure. All ownership and maintenance responsibilities of the current RRSA infrastructure would remain with RRSA. In the current schematic, Figure 2, the booster pump sending water to the 6-inch line to the storage tank is via a 1.25-inch pipe. The supply from the City to RRSA would only need to be that size, although a 1.5-inch supply would likely be chosen to provide an extra measure of capacity, allowing the storage tank to be topped-off more quickly. RRSA would continue to supply water to PVCA through the 6-inch line. Figure 3 shows a schematic of the possible connection layout conceptually. The City's responsibility would end at the 1.5-inch water meter on the 1.5-inch supply line.

Water System Schematic

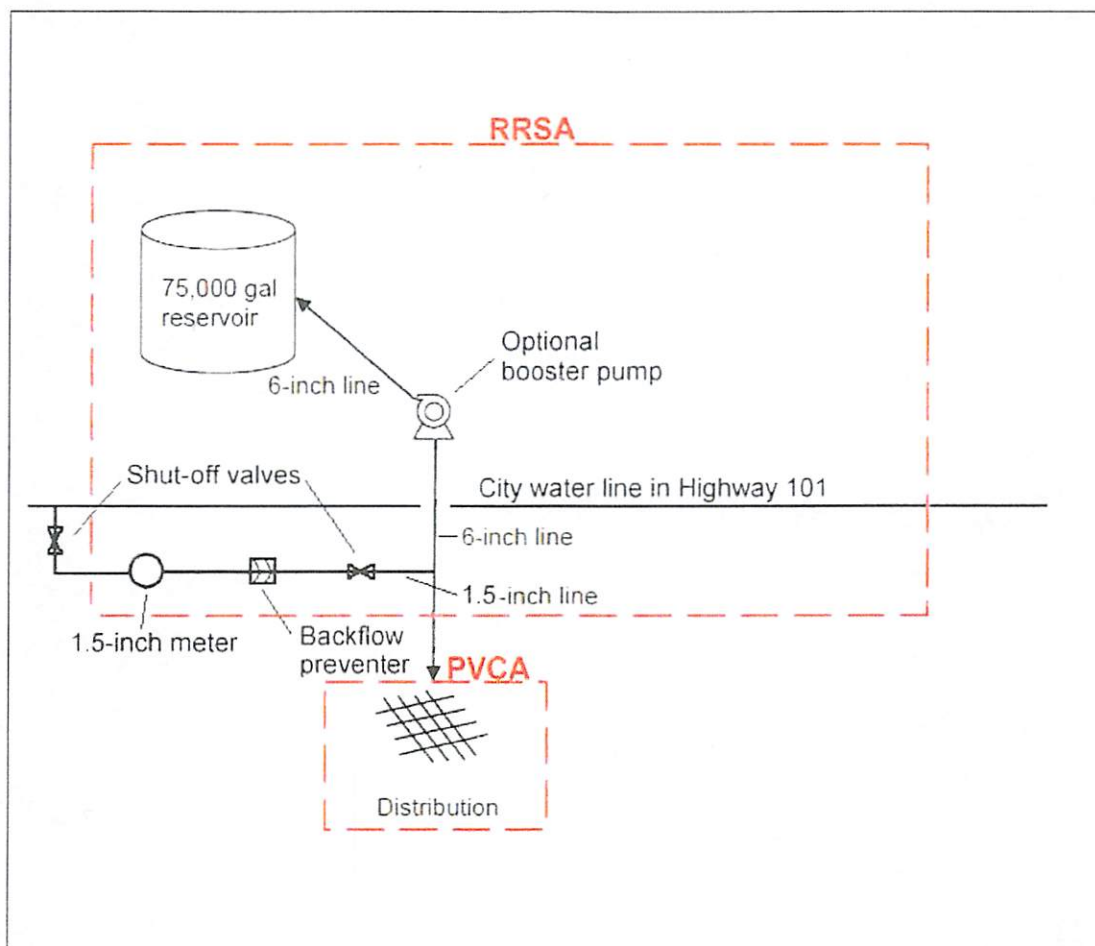


Figure 3 - Conceptual Layout for RRSA Connection to City Water

In Figure 3, the booster pump is shown as "optional" because at this time, it is not known if the pressure in the City water line is high enough to overcome the head up to the storage tank. Initial

indications are that it is too close to call. If, when more careful measurements are taken, it is found that the City pressure at the connection point is perhaps 5 or more psi greater than the RRSA pressure, the pump can be eliminated. If the pump is needed, it would be located in the existing RRSA pump and treatment building, which is a secure facility with locked fencing, motion lights and steel door.

When the City water line was put in along Highway 101, a stub was added at the entrance to the condominiums. That location is shown in Figure 4. If that stub is used to supply the water to RRSA, a short (under 100 feet in length) 1.5-inch water line would connect from there to the closest point in the RRSA 6-inch line near the A building. That new line would also include the installation of a backflow preventer, a 1.5-inch water meter and an additional shut-off valve. Also shown in Figure 4 is the location of the RRSA drinking water treatment facilities and the approximate underground path of the RRSA 6-inch supply line. Of course many more details than what have been mentioned here would need to be resolved. RRSA will prepare Engineered Drawings for City review if we are able to get an agreement in place which is satisfactory to RRSA, The City of Brookings and PVCA.



Figure 4 - Location of the City stub for the RRSA system connection to City water.

RRSA is a non-profit and does not sell water to PVCA or anyone else. PVCA funds RRSA through a monthly assessment. The interest in investigating the idea of a City connection is strongly dependent on what the costs (both initially and ongoing) work out to be. If it turns out cheaper to continue to operate the RRSA drinking water treatment plant, there will be little motivation to look deeper into the potential connection. RRSA is aware of the costs they will incur in adding infrastructure that will be needed to the RRSA system. However, at this time RRSA is not clear on what the City charges and rates may be. Please see the "City of Brookings Monthly Water & Sewer Rates" on the following page.

None of the rates shown in the table apply to the RRSA situation as a water purchaser with the existing system with the 75000 gallon storage tank. If this was a direct connection of the Pacific Vista Condominiums to City water with the elimination of the RRSA 6-inch line to the storage tank on the hill, then our case would fall under "Multi Family OCL". But that is not our case. It is clear that the RRSA connection being considered would involve a System Development Charge (SDC) consistent with a 1.5-inch meter. RRSA has not verified what the current value of that SDC would be, but it is believed to be less than \$10000. RRSA is also aware that usage would need to be paid at the "OCL" (out of city limits) rate which from the chart is \$5.52 per 100 cu.ft. What is unknown is what the base rate would be and whether that would be founded on a base usage or the meter size or some other measure. RRSA also does not know if a State Revolving Fund (SRF) charge would apply. There may be some rationale for utilizing the last entry in the City rate table, the category for Commercial OCL. RRSA believes discussions about appropriate System Development Charges, any SRF fees and base rates need to be started early in this process.

RRSA believes the City of Brookings may be interested in this water purchase concept for at least four reasons:

1. Water revenue for the City - without looking at any base charges or SRF charges, the usage alone would result in annual revenue from RRSA of about \$17000 (at typical annual usage).
2. SDC funds paid to the City - this might be something approaching \$10000 (one time).
3. The City would see better, more efficient use of the City water line north of Taylor Creek. Just the College (SWOCC) is utilizing that portion of the line now and it has very low usage.
4. The switch would remove an obstacle to development on the Borax property within the city limits, which could result in a tax base increase down the road. Condition 23 of approval for the Lone Ranch Master Plan reads:

"Prior to construction of any phase that may adversely affect the quality or quantity of water available through the existing Rainbow Rock Service Association (RRSA) surface water supply system, the applicant shall demonstrate how the water and water supply system will not be negatively affected. Each DDP shall evaluate the impact of development on the existing RRSA surface water system, unless RRSA has previously discontinued use of the system."

RRSA is interested in investigating a water purchase from the City for at least these three reasons:

1. Depending on the rate structure, it could be cheaper than continuing to treat surface water.
2. RRSA has an ongoing concern about development on the Borax property resulting in a negative impact on the ability to treat water. While the various water rights that RRSA holds and Condition 23 assure that the water supply is protected legally, it still requires vigilance and will likely mean incurring legal costs. Recent logging on the Borax property has provided an indicator of how sensitive the RRSA watershed is to disturbances. Even though the logging was well away from immediate contact with the RRSA collection pond, high turbidity peaks have been measured since the logging operations. Multiple peaks above 30 NTU have been recorded since the logging and the water treatment plant is generally not operated if turbidity rises above 10 NTU. The turbidity peaks before the logging were generally about one-third as high as they have been since the logging.
3. While the RRSA water treatment plant is functioning very well at the moment, much of the plant is older and maintenance costs will grow in the future.

From a larger perspective, the State of Oregon has a policy of encouraging consolidation of smaller community water systems into larger systems. Betsy Parry of the Oregon Health Authority is in charge of monitoring/surveying the RRSA water system. She has written a letter supporting the concept of switching the RRSA water source to the City of Brookings water system with RRSA becoming a purchasing water system. Betsy Parry's letter is attached.

RRSA will be ready to discuss this further whenever the City is ready.

Sincerely,
Rainbow Rock Service Association
Charles Schlumpberger, President
Steve Klein, Vice President
Jean Williams, Treasurer



PUBLIC HEALTH DIVISION
Center for Health Protection, Drinking Water Services

Oregon
Health
Authority

444 A Street
Springfield, OR 97477
Ph. (541) 726-2587
Fax (541) 726-2596
<http://healthoregon.org/dwp>

January 3, 2019

Janell Howard, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

RE: Rainbow Rock Service Assn Drinking Water System, PWS #01361

Dear Ms. Howard:

The board of the Rainbow Rock Service Association (RRSA) has been researching options for their public drinking water system. Among other things, the members are concerned about the effects of a planned development around the intake at the source of their drinking water, a lake/impoundment on the east side of the coastal highway. One option they are exploring is switching their water source to the City of Brookings water system and becoming a purchasing water system. That means there would be just one meter on the City's system, and RRSA would continue to be its own community drinking water system - maintaining the infrastructure beyond the meter and conducting the distribution system monitoring in their area - but no longer drawing from nor treating the local water source.

Oregon Health Authority Drinking Water Services generally supports water system interconnection and consolidation for many reasons – resilience, economy of scale, better compliance, declining numbers of certified treatment operators, etc. Several state agencies support consolidation. In fact, Oregon's 2017 Integrated Water Resources Strategy has a heading called "Encourage Regional Systems" (on page 99 of https://www.oregon.gov/OWRD/WRDPublications/2017_IWRS_Final.pdf) which says:

Many Oregon communities, particularly smaller ones, are struggling to adequately fund water and wastewater-related infrastructure. The high capital costs related to infrastructure, the construction, operation, and maintenance cost of facilities, and the salary and training costs of retaining

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An Equal Opportunity Employer

qualified personnel all seem prohibitively expensive to communities with a small ratepayer base. In Oregon these tend to be rural, coastal, and/or small urban communities.

Developing a regional water and wastewater system makes sense, if it is cost-effective. A regional system could include physical consolidation, system redundancy, or shared contracts, services, purchases, mutual assistance agreements, interties, and back-up supplies. State and federal agencies often provide incentives such as funding and technical assistance to encourage a regional approach to meeting water needs.

One reflection of that final statement is that proposals that interconnect or consolidate small systems are rated as high priority to receive funding from our State Revolving Fund (infrastructure loans for public water systems).

If you have any further questions or concerns, or would like this in an alternate format, please contact me at (541) 726-2587 ext. 30.

Sincerely,

Betsy Parry
Environmental Health Specialist
Drinking Water Services


ec: Steve Klein, Rainbow Rock Service Association Board
Sean Stevens, Business Oregon, Infrastructure Finance Authority

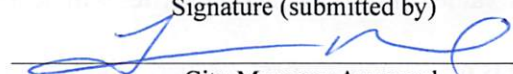
CITY OF BROOKINGS

COUNCIL WORKSHOP REPORT

Meeting Date: March 3, 2025

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject: Vacant Commercial Property Ordinance

Financial Impact: TBD

Background/Discussion:

In previous workshop meetings there has been discussion about establishing a mechanism to protect the City of Brookings business districts and industrial zones from becoming blighted through the lack of maintenance and security of abandoned, accessible, or distressed real property. Many cities have established a vacant property registration ordinance to bring guidelines for the maintenance of abandoned, accessible, or distressed commercial property.

Vacant Property Registration Ordinances (VPROs) have three main objectives:

- Ensure that owners of vacant properties are known to the city and other interested parties can be reached if necessary
- Ensure owners of vacant properties are aware of their obligations of ownership under relevant city codes and regulations
- Ensure owners meet a minimum standard of maintenance of their properties

Common Misconceptions about VPROs:

- A VACANT PROPERTY REGISTRY IS FINANCIALLY ONEROUS

A modest fee is likely not going to change the cost-benefit analysis for a property owner, whether it is a local individual or part of a larger portfolio. Additionally, charging fees only when there is non-compliance with maintenance gives property owners an opportunity to never pay a fee even if their property remains vacant for a long period of time. And ultimately, even with no fee, the vacant property registry still provides a benefit of creating a record of what properties are vacant, where they are, and who owns them.

- VPROs DISCOURAGE FIRMS FROM INVESTING AND LENDING

Some opponents of VPROs argue they raise the costs of property ownership as well as the costs of servicing delinquent loans and foreclosed properties.

The truth is, the costs imposed by a VPRO represent the true costs of owning and managing a vacant property. A VPRO shifts the costs of vacant properties away from neighborhoods and local governments and onto the appropriate private parties. By requiring the cost of a vacant property to be

considered during underwriting decisions, a VPRO encourages responsible investment and lending while discouraging irresponsible investment and speculation.

- **VPROs TRAMPLE PRIVATE PROPERTY RIGHTS**

If an owner of a vacant property finds \$300 too burdensome to pay, it's unlikely they will invest the \$30,000 required to redo their roof and mechanical systems. Meanwhile, as their vacant property deteriorates, the property values of neighboring properties will decline and the neighborhood's real estate market suffers.

The fact is many more owners' property rights are infringed upon by a blighted and deteriorating building, than the property rights of the single owner of the vacant property.

Additionally, if the property owner is making good faith efforts to bring properties into code and/or to be occupied the city usually acknowledges those efforts and will work with the owner.

- **WHAT ABOUT THOSE WHO DON'T REGISTER?**

Non-compliance with the Registry can have legal ramifications, mainly increased fines that the city can eventually foreclose upon. After action is taken against one non-compliant owner, other owners usually fall in line.

The Center for Community Progress suggests that vacant property registration ordinance should include the following elements:

- A clear definition of which properties and which parties must register;
- The registration requirements and procedures, including the information required of the owner or lienholder;
- The fee structure;
- The obligations of the owner, with respect to maintaining the property; and
- The penalties for failing to register in timely fashion.

Attachment:

- a. City of Veneta - Vacant Property Ordinance and Registration Form

Chapter 15.12 REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS AND PROPERTIES

Sections:

- 15.12.010 Definitions.**
- 15.12.020 Applicability and administration.**
- 15.12.030 Registration required.**
- 15.12.040 Registration requirements.**
- 15.12.050 Registration fees.**
- 15.12.060 Property manager or agent.**
- 15.12.070 Determination of vacancy.**
- 15.12.080 Boarding of buildings.**
- 15.12.090 Vacant property plan.**
- 15.12.100 Failure to comply with vacant property plan.**
- 15.12.110 Maintenance and security requirements.**
- 15.12.120 Open property and securing fee.**
- 15.12.130 Unpaid fees.**
- 15.12.140 Abatement.**
- 15.12.150 Penalties.**

15.12.010 Definitions.

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined in this section or in VMC 15.05.030, they shall have their ordinarily accepted meanings within the context with which they are used. Webster's Third New International Dictionary of the English Language, Unabridged, copyright 1986, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

- (1) "Public nuisance" includes nuisances defined in Chapters 8.05 and 15.10 VMC, or in this chapter.
- (2) "Secured" or "securing" means effective measures have been taken or are in the process of being taken to prevent the unauthorized entry of vacant property. Such measures may be specified in this chapter or may be specified by the city administrator, or designee, according to policies and rules adopted to implement this chapter.
- (3) "Vacant" means a building or property has been continuously unoccupied and unused for at least 90 days. Conditions indicative of a vacant building or property may include:
 - (a) Weeds, grass higher than 10 inches, dry brush, or dead vegetation.
 - (b) Trash, junk, debris, building material, any accumulation of newspapers, circulars, and fliers (except those required by law).

- (c) Discarded items including but not limited to furniture, clothing, appliances, printed materials, signage, containers, equipment, construction materials, or any other items that give the appearance that the property is abandoned.
- (d) Past due utility notices or disconnected utilities.
- (e) Abandoned vehicles and machinery.
- (f) Absence of furnishings or equipment related to commercial, industrial, or residential use.
- (g) Abandoned or damaged signs and other advertising structures.
- (h) Graffiti, tagging, or similar marring of a building's exterior walls present for more than 48 hours.
- (i) Statements by neighbors, passersby, delivery agents, and government employees that the property is vacant. (Ord. 547 § 1, 2018)

15.12.020 Applicability and administration.

- (1) The provisions of this chapter apply to all buildings and properties located in the city and determined to be vacant. This chapter does not relieve an owner from compliance with all other city ordinances, codes, rules, or any state or federal laws.
- (2) This chapter establishes a program for identification, registration, and regulation of property that is or becomes vacant on or after the effective date of this chapter; determines the responsibilities of owners of vacant property; and provides for administration and enforcement.
- (3) The city administrator, or designee, is authorized to administer and enforce the provisions of this chapter. Further, the city administrator, or designee, may render interpretations of this chapter and adopt policies, procedures, and rules to carry out these provisions. (Ord. 547 § 1, 2018)

15.12.030 Registration required.

Property owners are required to register their vacant buildings or properties with the city when:

- (1) The property owner knows, or from all of the facts and circumstances should know, that the building or property is vacant as defined in this chapter; or
- (2) Thirty days from the date the city administrator, or designee, mails a written notice to register to the property owner using the last known mailing address from the Lane County assessor's property records. (Ord. 547 § 1, 2018)

15.12.040 Registration requirements.

- (1) Property owners will register with the city and provide all of following information:

- (a) The address and legal description of the property.
- (b) The current name, physical address, mailing address, email address, and telephone number for all owner(s). Corporations or corporate entities shall submit the same information for their registered agent.
- (c) The case name and number of any litigation pending concerning or affecting the building or property, including bankruptcy cases.

- (d) The contact information for any currently acting, local manager within 50 miles of the vacant property or building who is authorized to accept personal service on behalf of the property owner(s).
 - (e) Proof of liability insurance for the property.
 - (f) A completed vacant property plan, as provided in this chapter.
 - (g) A floor plan of the building(s) to be used by first responders in the event of a fire or other catastrophic event.
- (2) Proof that "No Trespass" placards have been posted on the property. Vacant property or building owners must provide written notice to the city no later than 30 days after a change in ownership of the property and provide a copy of the instrument effecting the change along with contact information for either the new owner or a property manager.
- (3) Owners of vacant property must renew registrations by January 31st of each year for the remainder of the time the building remains vacant and pay the required annual fee as determined by resolution.
- (4) Owners of vacant property must file an amended registration within 30 days of any change in the information contained in the annual registration.
- (5) Registration does not exonerate the owner from compliance with all applicable codes and ordinances, nor does it preclude any of the actions the city is authorized to take pursuant to this chapter or elsewhere in the municipal code.
- (6) Owners of vacant property are required to provide the city with proof of liability insurance covering the vacant property at the time of registration and with any subsequent registrations filed as provided above. In all cases, the owner is responsible for continuously maintaining appropriate insurance for vacant properties. (Ord. 547 § 1, 2018)

15.12.050 Registration fees.

The fee for registering and re-registering a vacant property shall be set, from time to time, by resolution of the city council. The amount of the fee charges shall not exceed the reasonable estimated cost of administering the provisions of this chapter. (Ord. 547 § 1, 2018)

15.12.060 Property manager or agent.

Vacant building or property owners must designate a local manager located within 50 miles for said buildings and properties and include current contact information for the designated manager. Property managers or agents will accept legal service on behalf of the building or property owner; however, the vacant property owner remains personally liable for code violations. This information will be collected on property registrations and re-registrations. (Ord. 547 § 1, 2018)

15.12.070 Determination of vacancy.

- (1) Within 180 days after the effective date of this chapter, the city administrator or their designee shall evaluate all buildings in the city they believe to be unoccupied and make a determination for each as to whether or not the building is a vacant building. The city administrator or their designee may determine that a vacant building is not to be regulated under this chapter for a stated period if, upon consideration of reliable evidence, they determine that regulation of the building under this chapter would not serve the public health, welfare, and safety and make written findings in support of the decision.
- (2) When the city administrator or their designee determines a building to be vacant, they shall within seven days of making the determination send notice as provided in VMC 15.12.030. Said notice of

determination shall be sent certified mail, return receipt requested. Failure of delivery shall not excuse a person from complying with this chapter. The city administrator or their designee shall maintain a record of such mailing for each notice of determination sent. The notice of determination will also be posted on the property.

(3) The notice of determination shall contain a statement of the obligations of the owner of a building determined to be a vacant building, and a copy of the registration form the owner is required to file pursuant to VMC 15.12.040. (Ord. 547 § 1, 2018)

15.12.080 Boarding of buildings.

It is the policy of the city that boarding is a temporary solution to prevent unauthorized entry into a vacant building and that boarded buildings are a public nuisance. A vacant building may not remain boarded longer than three months. (Ord. 547 § 1, 2018)

15.12.090 Vacant property plan.

If a property is not in compliance with this chapter, owners shall submit an approved vacant property plan within 30 days of filing the registration form. The city administrator or their designee may prescribe a form for the plan.

(1) The plan shall contain the following at a minimum:

(a) A plan of action to uphold VMC 15.12.110, Maintenance and security requirements.

(b) A plan of action to repair any doors, windows, or other openings which are boarded up or otherwise secured/covered by any means other than conventional methods used in the design of the building and/or permitted for new construction, as noted in Chapter 15.05 VMC. Boarding shall be accomplished with materials and methods described by the city administrator or their designee. The owner shall maintain the building in an enclosed and secure state until the building is reoccupied or made available for immediate occupancy. If the owner demonstrates that securing of the building will provide adequate protection to the public, the city administrator or their designee may waive the requirement of an enclosure.

(c) For buildings or property which are determined to be public nuisances, as defined in Chapter 15.10 VMC, the vacant property plan shall contain a plan of action to remedy such public nuisances.

(d) A time schedule identifying a date of commencement for repairs and date of completion of repair for each improperly secured opening and nuisance identified.

(e) If and when the owner proposes to demolish a vacant building or structure, then the owner shall submit a plan and time schedule for such demolition.

(f) A plan of action to maintain the building or property in conformance with this chapter.

(2) No plan which fails to provide for compliance with this chapter or which will not achieve compliance will be approved.

(3) Exterior lighting shall be maintained according to standards established by the city.

(4) All ground floor windows and all display windows in unoccupied or vacant buildings shall be kept well-maintained and functional, with all business signs removed. (Ord. 547 § 1, 2018)

15.12.100 Failure to comply with vacant property plan.

If a vacant property plan is deemed necessary by the city administrator or their designee, failure to submit a plan within 30 days of filing the registration shall constitute a violation of this chapter subject to penalties.

The city administrator or their designee will respond with either approval of the submitted plan or request revisions to address plan deficiencies. A revised plan must be submitted within 30 days of staff response. Failure to comply with the approved plan shall constitute a violation of this chapter subject to penalties. (Ord. 547 § 1, 2018)

15.12.110 Maintenance and security requirements.

The owner, or owner's designee, of a vacant building or property will comply with all building requirements pursuant to Chapter 15.05 VMC. In addition, the city council will adopt by resolution maintenance and security requirements for registered vacant buildings and properties. The city administrator, or designee, will be responsible for maintaining the requirements in a manner that is accessible to the public and for updating the requirements as needed from time to time. The city administrator, or designee, will update the city council in a public meeting when changes to the requirements are made but no additional resolution will be required. (Ord. 547 § 1, 2018)

15.12.120 Open property and securing fee.

The city may request authorization from the property owner to enter vacant buildings or properties that are left open and accessible. If the property owner does not authorize the city to enter the property or buildings and does not secure the property or buildings within a reasonable time, then the city would seek an administrative warrant and post notice to enter the property for the sole purpose of securing the property.

The property owner will be responsible for paying any fees and costs incurred by the city in securing the property, including legal fees. Securing the property will be considered a benefit to the property and the city may record a lien against the property for the fees and costs incurred by the city in securing the property or building. (Ord. 547 § 1, 2018)

15.12.130 Unpaid fees.

All fees hereunder that remain unpaid after 30 days' written notice to the owner or management company shall be assessed against the property as a lien, recorded in the Lane County recorder's office and added to the city's lien docket. (Ord. 547 § 1, 2018)

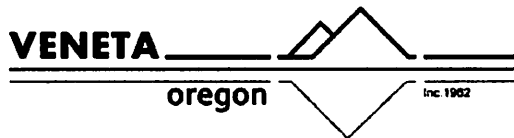
15.12.140 Abatement.

Public nuisances as defined in Chapters 8.05 and 15.10 VMC, and in this chapter, may be abated by any of the procedures set forth in VMC 8.05.140 to 8.05.190. (Ord. 547 § 1, 2018)

15.12.150 Penalties.

A person who owns vacant buildings or property and who fails to meet the obligations outlined in this chapter may be fined per violation. Each subsequent violation will be considered a separate offense.

If the city administrator or their designee determines a violation of this chapter exists, they may issue an administrative citation for each day a violation exists, containing fines up to \$250.00 per day, per violation. (Ord. 547 § 1, 2018)



Vacant Property Registration Form

PO Box 458 * Veneta, OR 97487 * 541-935-2191 * Fax 541-935-1838 * www.venetaoregon.gov

Per City of Veneta Municipal Code Chapter 15.12 and Resolution Nos. 1260 and 1261, owners of vacant properties within the city limits are required to register with the City of Veneta. Registration forms are due by January 31st each year or after 90 days of vacancy.

GENERAL INSTRUCTIONS: Complete all sections of the form, including the second page, and answer all questions in full. Mail completed form, and registration fee if applicable, to City of Veneta at PO Box 458, Veneta, OR 97487.

Within 48 business hours of submission of a Vacant Property Registration form, the Code Enforcement Officer will complete a cursory exterior evaluation of the property (if not already completed) to determine whether or not the property is compliant with the maintenance and security requirements. **Upon completion of the inspection, property owner will be notified if a Vacant Property Plan is required.**

Property Type	1 st Year Registration Fee	Subsequent Years	Maximum Annual Registration Fee
Compliant Commercial Property	\$25	\$25	\$25
Non-Compliant Commercial Property	\$250	Increases \$50	\$750
Non-Compliant Foreclosed or Abandoned Residential Property	\$250	Increases \$50	\$750

Please Print:

Address of Vacant Property: _____

Property Type: ☐ Commercial ☐ Residential Renewal? Yes _____ No _____

Property Owner: _____

Property Manager (if different): _____

Mailing Address: _____

Contact Phone #: _____ Contact Email: _____

I affirm that the information provided in this application is true and correct to the best of my knowledge.

Print Name

Signature

Date

FOR CITY USE ONLY

Date Received: _____

Inspection Needed: Yes _____ No _____

Vacant Property Plan Required: Yes _____ No _____

Date Completed: _____

Authorized Signature

CITY OF VENETA
MAINTENANCE AND SECURITY REQUIREMENTS FOR VACANT PROPERTIES AND BUILDINGS

I hereby acknowledge and agree that the property I own within the City of Veneta complies with the following standards, or if it is determined by the City to be non-compliant, I will submit a vacant property plan to address the deficiencies:

- Property shall be kept free from weeds, noxious vegetation, grass higher than ten inches, dry brush, dead vegetation, trash, junk, debris, building material, any accumulation of newspapers, circulars, flyers (except those required by law), discarded items including but not limited to furniture, clothing, appliances, printed materials, signage, containers, equipment, construction materials, or any other items that give the appearance that the property is abandoned.
- All visible front and side yards shall be properly maintained. Maintenance includes, but is not limited to, cutting, pruning, and mowing of landscaping and removal of all trimmings.
- Property shall be maintained in a secure manner so as not to be accessible to unauthorized persons. Secure manner includes, but is not limited to, the closure and locking of windows, doors, gates, and any other opening of such size that may allow a child or other person to access the interior of the property and/or buildings or structures. Broken windows must be repaired, boarded, or replaced within 48 hours of notice.
- Address numbers shall be posted the same as the number listed on City records for the property. All buildings shall have address numbers posted in a conspicuous place so they may be read from the listed street or public right of way.
- All buildings shall appear to be maintained structurally safe and sound and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.
- Every masonry, metal, or other chimney shall appear to remain adequately supported and free from obstructions. Every chimney shall be reasonably plumb. Loose bricks or blocks shall be rebonded. Loose or missing mortar shall be replaced. Unused openings into the interior of the structure must be permanently sealed using approved materials.
- Foundation elements shall adequately support the building and shall be free of crumbling elements or similar deterioration. The supporting structural members in every dwelling shall be maintained structurally sound, showing no evidence of deterioration or decay which would substantially impair their ability to carry imposed loads.
- All exterior surfaces shall be kept free of graffiti. Graffiti means writing or drawings scribbled, scratched, or sprayed illicitly on a wall or other surface. Any vandalism must be repaired within 48 hours of notice.
- The roof shall appear to be structurally sound, tight, and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building and shall channel rainwater in an approved manner to an approved point of disposal.
- Every stair, porch, and attachment to stairs or porches shall appear to be maintained as to be structurally sound. Every handrail and guardrail shall be firmly fastened, and shall be maintained in good condition, capable of supporting the loads to meet building codes.
- Every exterior wall and weather-exposed exterior surface or attachment shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the occupied spaces of the building.
- Every section of exterior brick, stone, masonry, or other veneer shall be maintained structurally sound and be adequately supported and tied back to its supporting structure.
- Every window shall be substantially weather-tight, shall be kept in sound condition and repair for its intended use or shall be securely boarded up.

Property Owner

Date